

**MILAN AREA SCHOOLS  
BOARD OF EDUCATION  
REGULAR MEETING  
WEDNESDAY, June 28, 2023  
AGENDA**

**I. Call to Order**

**II. Pledge of Allegiance**

**III. Communications / Community Engagement**

This meeting is a meeting of the Board of Education in public for the purpose of conducting the School District's business and is not to be considered a public meeting. There are two times for public participation during the meeting as indicated in the agenda. When addressing the Board, you will be asked to state your name. The Board determines the amount of time granted to individuals or groups to speak. Each person shall be allowed to speak for up to 3 minutes. Board members may question speakers, but are not obligated to answer questions or make statements or commitments in response to issues raised by the public. In general, such items will be referred to the superintendent for advisement, investigation, study, and/or recommendation or designated as future agenda items for Board consideration.

**A. Public Comments**

**IV. Routine Matters for Approval**

- A. Minutes of the Regular Meeting of June 7, 2023
- B. Minutes of the Budget Hearing of June 7, 2023

**V. Board Organization**

- A. 2023-2024 Board Meeting Dates - Attachment A
- B. 2023-2024 Big Red Chat Dates - Attachment B

**VI. Milan Area Schools Strategic Plan Business**

- A. Academics / Programs
  - 1. WEOC Agreement - Attachments C1 and C2
- B. Learning Environment / Culture
  - 1. Book Study of "Why Meadow Died"
- C. Personnel / Leadership
  - 1. Teacher Appointments
  - 2. Technology Director Compensation
- D. Communications / Community Engagement
  - 1. Public Comments
  - 2. Student Board Representative Comments
  - 3. Superintendent Comments
  - 4. Assistant Superintendent Comments
  - 5. Board Member Comments

**VII. Other Old/New Business**

- A. Personnel Matters
  - 1. Closed Session – Periodic Personnel Evaluation

**VIII. Adjournment**

**MILAN AREA SCHOOLS  
BOARD OF EDUCATION  
REGULAR MEETING  
WEDNESDAY, June 28, 2023  
RESOLUTIONS**

**I. Call to Order**

The regular meeting of the Milan Area Schools Board of Education was called to order in the Milan High School Theater located at 200 Big Red Drive, Milan MI, 48160, by President Cislo at \_\_\_\_\_ p.m. on June 28, 2023.

Board Members Present:

Board Members Absent:

Staff Present:

Guests Present:

**II. Pledge of Allegiance**

**III. Communications / Community Engagement**

This meeting is a meeting of the Board of Education in public for the purpose of conducting the School District's business and is not to be considered a public meeting. There are two times for public participation during the meeting as indicated in the agenda. When addressing the Board, you will be asked to state your name. The Board determines the amount of time granted to individuals or groups to speak. Each person shall be allowed to speak for up to 3 minutes. Board members may question speakers, but are not obligated to answer questions or make statements or commitments in response to issues raised by the public. In general, such items will be referred to the superintendent for advisement, investigation, study, and/or recommendation or designated as future agenda items for Board consideration.

**A. Public Comments**

**IV. Routine Matters for Approval**

**A. Minutes of the Regular Meeting of June 7, 2023**

Motion by \_\_\_\_\_ supported by \_\_\_\_\_ to approve the minutes of the regular meeting of June 7, 2023.

Cislo \_\_\_\_ Faro \_\_\_\_ Frait \_\_\_\_ Gutierrez \_\_\_\_ Heikka \_\_\_\_ Meray \_\_\_\_ Rosen-Leacher \_\_\_\_  
Carried \_\_\_\_\_.

**B. Minutes of the Budget Hearing of June 7, 2023**

Motion by \_\_\_\_\_ supported by \_\_\_\_\_ to approve the minutes of the budget hearing of June 7, 2023.

Faro \_\_\_\_ Frait \_\_\_\_ Gutierrez \_\_\_\_ Heikka \_\_\_\_ Meray \_\_\_\_ Rosen-Leacher \_\_\_\_ Cislo \_\_\_\_  
Carried \_\_\_\_\_.

**V. Board Organization**

**A. 2023-2024 Board Meeting Dates - Attachment A**

Motion by \_\_\_\_\_ supported by \_\_\_\_\_ to approve the 2023-2024 Board Meeting Dates as detailed in Attachment A.

Frait \_\_\_\_ Gutierrez \_\_\_\_ Heikka \_\_\_\_ Meray \_\_\_\_ Rosen-Leacher \_\_\_\_ Cislo \_\_\_\_ Faro \_\_\_\_  
Carried \_\_\_\_\_.

B. 2023-2024 Big Red Chat Dates - Attachment B

Motion by \_\_\_\_\_ supported by \_\_\_\_\_ to approve the 2023-2024 Big Red Chat Dates as detailed in Attachment B.

Gutierrez \_\_\_\_ Heikka \_\_\_\_ Meray \_\_\_\_ Rosen-Leacher \_\_\_\_ Cislo \_\_\_\_ Faro \_\_\_\_ Frait \_\_\_\_  
Carried \_\_\_\_\_.

**VI. Milan Area Schools Strategic Plan Business**

A. Academics / Programs

1. WEOC Agreement - Attachments C1 and C2

Motion by \_\_\_\_\_ supported by \_\_\_\_\_ to approve the Amended and Restated Washtenaw Educational Options Consortium Agreement as provided in Attachment C2 in accordance with the resolution provided as Attachment C1.

Heikka \_\_\_\_ Meray \_\_\_\_ Rosen-Leacher \_\_\_\_ Cislo \_\_\_\_ Faro \_\_\_\_ Frait \_\_\_\_ Gutierrez \_\_\_\_  
Carried \_\_\_\_\_.

B. Learning Environment / Culture

1. Book Study of "Why Meadow Died"

C. Personnel / Leadership

1. Teacher Appointments

Motion by \_\_\_\_\_ supported by \_\_\_\_\_ to appoint the following people to the teaching positions listed and Base Salaries listed effective immediately for the 2023-2024 school year.

- Alexis Jaster - Milan High School Social Worker (\$47,500)
- Monica Maury - Paddock Early Childhood Special Education Teacher (\$52,448)

Meray \_\_\_\_ Rosen-Leacher \_\_\_\_ Cislo \_\_\_\_ Faro \_\_\_\_ Frait \_\_\_\_ Gutierrez \_\_\_\_ Heikka \_\_\_\_  
Carried \_\_\_\_\_.

2. Technology Director Compensation

Motion by \_\_\_\_\_ supported by \_\_\_\_\_ to approve the Technology Director's 2023-2024 compensation of \$88,000.

Rosen-Leacher \_\_\_\_ Cislo \_\_\_\_ Faro \_\_\_\_ Frait \_\_\_\_ Gutierrez \_\_\_\_ Heikka \_\_\_\_ Meray \_\_\_\_  
Carried \_\_\_\_\_.

D. Communications / Community Engagement

1. Public Comments
2. Student Board Representative Comments
3. Superintendent Comments
4. Assistant Superintendent Comments
5. Board Member Comments

**VII. Other Old/New Business**

**A. Personnel Matters**

**1. Closed Session – Periodic Personnel Evaluation**

Motion by \_\_\_\_\_ supported by \_\_\_\_\_ to enter into closed session pursuant to Section 8(a) of the Michigan Open Meetings Act, and upon the request of the employee, for the purpose of conducting a periodic personnel evaluation.

Cislo \_\_\_\_\_ Faro \_\_\_\_\_ Frait \_\_\_\_\_ Gutierrez \_\_\_\_\_ Heikka \_\_\_\_\_ Meray \_\_\_\_\_ Rosen-Leacher \_\_\_\_\_  
Carried \_\_\_\_\_.

Time entered closed session \_\_\_\_\_.

Time returned to open session \_\_\_\_\_.

**VIII. Adjournment - Time of Adjournment** \_\_\_\_\_.

# DRAFT

**MILAN AREA SCHOOLS  
BOARD OF EDUCATION  
BUDGET HEARING  
Wednesday June 7, 2023**

The Budget Hearing of the Milan Area Schools Board of Education was called to order in the Milan High School Theater located at 200 Big Red Drive, Milan MI, 48160, by President Cislo at 6:45 p.m. on June 7, 2023.

Board Members Present: Cislo, Heikka, Faro, Rosen-Leacher, Gutierrez, Frait, Meray

Board Members Absent: None

Signed in Staff: Bryan Girbach, Krista Hendix, Yvette Kashmer, Tammy Zajac, Holly Fiedler, Kelley Smith

Signed in Guests: Maya Faro, Gary Taepke, Rachel Hobbs, Rob Zimmerman, Rachel Fiedler, Sarah Zajac, Gary Zajac, Isabel Smith, Cynthia Leachman, Linda Tolah, Michael Smith, Jennifer Bolanos

Pledge of Allegiance

The 2023-2024 Budget and General Appropriations Act was presented and public comments were accepted.

Public Comments:

- Rachel Hobbs thanked the Board for holding the meeting. She also sought clarification on bus purchases and a sound system for the football field. She also expressed concern over declining enrollment and its impact on the budget.

Time of Adjournment 6:52 p.m.

# DRAFT

**MILAN AREA SCHOOLS  
BOARD OF EDUCATION  
REGULAR MEETING  
Wednesday, June 7, 2023**

The regular meeting of the Milan Area Schools Board of Education was called to order in the Milan High School Theater located at 200 Big Red Drive, Milan MI, 48160, by President Cislo at 7:00 p.m. on June 7, 2023.

Board Members Present: Cislo, Heikka, Faro, Rosen-Leacher, Gutierrez, Frait, Meray

Board Members Absent: None

Signed in Staff: Bryan Girbach, Ryan McMahon, Krist Hendrix, Yvette Kashmer, Tammy Zajac, Holly Fiedler, Kelley Smith

Signed in Guests: Maya Faro, Avery Powell, Gary Taepke, Rachel Hobbs, Rob Zimmerman, Bridget Siniankov, Jennifer Bolanos, Linda Totoh, Michael Smith, Cynthia Lockman, Isabel Smith, Gary Zajac, Sarah Zajac, Rachel Fiedler, Joel Fiedler, Mike Angstadt, Melissa Brown

Pledge of Allegiance

Motion by Frait supported by Meray to thank Tammy Zajac, Kelley Smith, Holly Fiedler, Kim Goffee, Blue Livingston, and Joy Smith for their service to Milan Area Schools.  
All Ayes. Carried 7-0

Motion by Faro supported by Rosen-Leacher to thank Maya Faro and Avery Powell for their service as School Board Student Representatives. All Ayes. Carried 7-0

Public Comment:

- Rachel Hobbs sought information relative to other districts that may be considering laying off teachers. She expressed concern about the budget, the shift in school hours at the high school, and her belief that administrative salaries should be cut.

Motion by Gutierrez supported by Meray to approve the minutes of the regular meeting of May 23, 2023. All Ayes. Carried 7-0

Motion by Faro supported by Heikka to approve the bills/reimbursement of expenses. Carried 6-0 Abstention by Gutierrez

Motion by Heikka supported by Rosen Leacher to approve the 2023-2024 MHSAA Membership Resolution as included in Attachment B. All Ayes. Carried 7-0

The Board heard the First Reading of the 2023-2024 Board Meeting Dates as included in Attachment C.

Motion by Faro supported by Gutierrez to approve the 2022-2023 General Fund Budget Amendment as presented in Attachment D. Carried 6-1 No vote by Frait

Motion by Heikka supported by Faro to approve the 2022-2023 Debt Funds Budget Amendment as presented in Attachment E. All Ayes. Carried 7-0

Motion by Heikka supported by Rosen-Leacher to approve the 2022-2023 Food Service Budget Amendment as presented in Attachment F. All Ayes. Carried 7-0

Motion by Gutierrez supported by Meray to approve the 2022-2023 Student/School Activities Budget Amendment as presented in Attachment G. All Ayes. Carried 7-0

Motion by Faro supported by Rosen-Leacher to approve the 2023-2024 General Fund Preliminary Budget as presented in Attachment H. All Ayes. Carried 7-0

Motion by Faro supported by Heikka to approve the 2023-2024 Debt Funds Preliminary Budget as presented in Attachment I. All Ayes. Carried 7-0

Motion by Gutierrez supported by Meray to approve the 2023-2024 Food Service Preliminary Budget as presented in Attachment J. All Ayes. Carried 7-0

Motion by Heikka supported by Meray to approve the 2023-2024 Student/School Activity Funds Preliminary Budget as presented in Attachment K. All Ayes. Carried 7-0

Motion by Faro supported by Rosen-Leacher to approve the 2023-2024 General Appropriations Act as presented in Attachment L. All Ayes. Carried 7-0

Motion by Faro supported by Rosen-Leacher to authorize borrowing up to \$1,500,000 against anticipated state aid for the 2023-2024 fiscal year as specified in the borrowing resolution included as Attachment M. All Ayes. Carried 7-0

The Board discussed chapters thirteen and fourteen of the book “Why Meadow Died”

Motion by Faro supported by Rosen-Leacher to appoint Daniel Douglas to the position of Theater manager at a base salary of \$42,000 effective immediately. All Ayes. Carried 7-0

Public Comments: None

Student Board Member Comments:

- Faro congratulated Malea Wourman on her all-state track honors. She also congratulated the Spring sports for their successful seasons, announced a soccer meeting, and discussed the Grill Out Chill Out.
- Powell congratulated Malea Wourman on her all-state track honors. She also congratulated the Spring sports for successful seasons. She discussed the Grill Out Chill Out hosted by the

Student Council, upcoming final exams, and the Middle School Color Run. She also expressed concern over a light in the parking lot that continues to blink.

Superintendent's Comments were heard on the following topics:

- Girls Varsity Soccer Team
- Girls Varsity Softball Team
- Boys Varsity Baseball Team
- Young Adult Graduation Ceremony
- Pre-School and GSRP Graduation Ceremony
- Symons Field Day
- MHS Senior Honors Night
- 6-12 Grade Choir Concert
- Adult Education Graduation
- WIHIO Graduation
- District Communications Committee
- MHS Grill and Chill
- Passing of Enchantra Ritenour's Mother
- Retirement of Tammy Zajac
- Resignation of Kaitlyn Erehart
- Professional Development Advisory Committee
- Breakfast/Lunch Prices
- MHS 6 Period Day

Assistant Superintendent Comments were heard on the following topics:

- June 2023 Benchmark Assessment and Building Goal Update
- Future of Learning Counsel Professional Development
- Future of Learning Counsel Task Force
- WIHI Graduation
- Staff Thank You for Responding to the Needs of the Students

Board Member Comments:

- The Board discussed the proposed dates for the Big Red Chats. President Cislo presented the MASB Board Member Awards.
- Faro discussed his family's decision to move to Milan from another District, and his confidence in the Superintendent and the Board's steps to hold him accountable. He also discussed the success of the Girls Soccer team. He announced upcoming events. Finally, he thanked the teachers, paraprofessionals, staff, and students for a successful year.
- Heikka thanked the administration, teachers, and staff for a successful graduation and Paddock walk through. She congratulated the Spring sports teams on their successful seasons. She also discussed the increase in test scores throughout the District. She also thanked the retirees for their service and dedication to the most vulnerable of our students.
- Gutierrez discussed contagious excitement at graduation, her attendance at other graduations held around the District, and the appropriate sense of pride. She wished the students good luck on their final exams. She discussed various end of year events within the District. She also discussed the District's increased test scores and expressed gratitude for District staff. Lastly, she wished everyone a relaxing summer.



- Meray discussed our community and school partnerships. She also discussed the Amazing Shake and the Color Run at the Middle School and all the community help in holding these events. She also announced the upcoming GSA Pride Picnic.
- Frait thanked the Board for inviting retirees to the meeting. She expressed her hope that the remaining school days go smoothly and the power of watching the graduates walk across the stage. She thanked the parent groups for all of their support. She discussed awards earned by several bi-lingual students at Honors Night. She also wished everyone a peaceful and restful summer.
- Rosen-Leacher reminded 8th grade parents their students will receive a paper schedule on Friday. She also discussed the joyous graduation and her pride that all the students gave a good firm handshake and that each of the graduates cheered for one another. She congratulated the retirees and thanked Ms. Kashmer for her service.
- Cislo thanked Board members for the time and effort they put into their position. He thanked the Student Board Representatives for their service. Thanked everyone in the District, including lunch staff and bus drivers, for their contribution to the District's increased test scores. He echoed other Board members' comments on graduation and his and other's pride in being a Big Red. He also wished everyone a great summer.

Time of Adjournment 9:18 p.m.

**NOTICE OF SCHEDULE OF REGULAR MEETINGS  
OF THE MILAN AREA SCHOOLS BOARD OF EDUCATION  
TO BE HELD DURING**

**THE YEAR COMMENCING JULY 1, 2023 AND ENDING JUNE 30, 2024**

**To all persons interested in the meetings of the Board of Education of Milan Area Schools of Washtenaw and Monroe counties:**

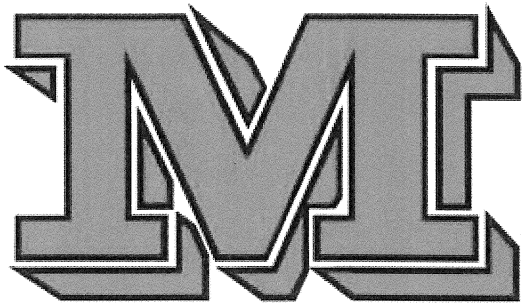
**Please take notice that the Board of Education of Milan Area Schools will hold regular meetings on the second and fourth Wednesdays of each month (except as noted below). All meetings are held in the Milan High School Theater, located in Milan High School, 200 Big Red Drive, Milan, Michigan, 48160. (734) 439-5050.**

**At times, meetings may be held in the District Office Boardroom, located in Milan High School, 200 Big Red Drive, Milan, Michigan, 48160. Please visit <https://www.milanareaschools.org/Page/78> for specific details about any meeting.**

**REGULAR MEETING DATES @ 7:00 PM**

JULY 12, 2023	NO SECOND MONTHLY MEETING
AUGUST 9, 2023	AUGUST 23, 2023
SEPTEMBER 13, 2023	SEPTEMBER 27, 2023
OCTOBER 11, 2023	OCTOBER 25, 2023
NOVEMBER 15, 2023 (Third Wednesday)	NO SECOND MONTHLY MEETING
DECEMBER 5, 2023 (First Tuesday)	DECEMBER 13, 2023
JANUARY 17, 2024 (Third Wednesday)	JANUARY 31, 2024 (Fifth Wednesday)
FEBRUARY 13, 2024 (Second Tuesday)	FEBRUARY 28, 2024
MARCH 13, 2024	NO SECOND MONTHLY MEETING
APRIL 10, 2024	APRIL 24, 2024
MAY 8, 2024	MAY 21, 2024 (Third Tuesday)
JUNE 5, 2024 BUDGET HEARING (6:45 PM)	JUNE 26, 2024
JUNE 5, 2024 (First Wednesday)	

**Upon request to the Superintendent, the District shall make reasonable accommodations for a person with disabilities to be able to participate in these meetings.**



# Big Red Chats

## 2023-2024 Calendar \*

The Board of Education will be hosting Big Red Chats on the following dates and times during the 2023-2024 school year. Each Chat will be hosted at a specific school building.

- August 29, 2023 - 6:30 to 8:00 PM - Paddock
- November 28, 2023 - 6:30 to 8:00 PM - Symons
- February 20, 2024 - 6:30 to 8:00 PM - MMS
- May 28, 2024 - 6:30 to 8:00 PM - MHS

To comply with the Open Meetings Act, each Big Red Chat will be hosted by three members of the Milan Area Schools Board of Education. Each Big Red Chat will have a main topic. Main topics will be decided closer to the date of each Chat. While each Chat has a main topic, questions and comments on any school-related matter will be accepted.

\* Dates, times, and locations are subject to change.

Milan Area Schools Board of Education

A regular meeting of the Board of Education ("Board") of Milan Area Schools (the "District"), was held in the Milan High School Theater located at 200 Big Red Drive, Milan MI 48160, in the City of Milan, Washtenaw and Monroe Counties, State of Michigan, on June 28, 2023, at 7 o'clock in the p.m.

The meeting was called to order by President Andrew Cislo.

Members Present: \_\_\_\_\_

Members Absent: \_\_\_\_\_

The following preamble and resolution were offered by Member \_\_\_\_\_ and supported by Member \_\_\_\_\_:

**WHEREAS:**

**A.** The District is a Participant in the Washtenaw Educational Options Consortium ("WEOC" or "Consortium").

**B.** The Consortium operates under a consortium agreement that was amended effective on or about July 1, 2014, through an Amended Agreement and Addendum that expired June 30, 2019, although the Participants and the Fiscal Agent have otherwise continued to operate since June 30, 2019, in accordance with the June 1, 2014 Consortium Agreement and Addendum.

**C.** The Consortium's Joint Steering Committee (JSC), comprised of the Superintendents of each Participating District, and the Superintendent of Washtenaw ISD as the Consortium's Fiscal Agent, approved a resolution at a special meeting held on April 28, 2023, to recommend that the respective Boards of Education of each Participating District and the Fiscal Agent adopt a resolution to: (1) memorialize ratification of all otherwise authorized action taken by the Consortium's JSC, Fiscal Agent, and Executive Director (or their respective designees) on behalf of the Consortium since June 30, 2019; (2) to approve and authorize execution of the attached Amended and Restated Washtenaw Educational Options Consortium Agreement if the attached Amended and Restated Consortium Agreement is approved by not later than August 31, 2023, by the Boards of Education of not fewer than two-thirds (6 of 9) of the Participants and the Fiscal Agent's Board of Education; (3) to direct that the JSC (comprised of the Superintendent or written designee of each signatory Participant Board of Education), the Fiscal Agent, the Executive Director, and their respective designees, operate the Consortium effective July 1, 2023, in accordance with the attached Amended and Restated Washtenaw Educational Options Consortium Agreement if approved by not later than August 31, 2023, by not fewer than two-thirds (6-of-9) of the Participant Boards of Education and the Fiscal Agent's Board of Education; and (4) to direct that the JSC, Fiscal Agent, Executive

Director, and their respective designees, endeavor to promptly and amicably resolve the rights and obligations of the non-signatories (if any).

**D.** By its terms, the attached Amended and Restated Washtenaw Educational Options Consortium Agreement will become effective July 1, 2023, as to the signatories if approved by not later than August 31, 2023 by not fewer than two-thirds (6-of-9) of the Participant Boards of Education and the Fiscal Agent's Board of Education; signed by an authorized representative of at least two-thirds (6-of-9) of the Participant Boards of Education and the Fiscal Agent's Board of Education; and the executed Agreement or counterparts are on file with the Fiscal Agent.

**E.** A District or ISD is not a Participant or Fiscal Agent subject to the attached Amended and Restated Washtenaw Educational Options Consortium Agreement without express approval of its Board of Education and execution by an authorized signatory; provided, however, that a Board of Education's disapproval or non-approval of the attached Amended and Restated Washtenaw Educational Options Consortium Agreement does not relieve that District or ISD of previously incurred contractual or equitable obligations as a Participant or Fiscal Agent of the Consortium.

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

1. The Milan Area Schools Board of Education hereby memorializes ratification of all otherwise authorized action of the Consortium's Joint Steering Committee, Fiscal Agent, and Executive Director (or their respective designees) from June 30, 2019 to date.
2. The Milan Area Schools Board of Education APPROVES the attached Amended and Restated Washtenaw Educational Options Consortium Agreement AND AUTHORIZES PROMPT EXECUTION on behalf of the Milan Area Schools Board of Education contingent upon approval of the attached Amended and Restated Washtenaw Educational Options Consortium Agreement by the Boards of Education of not fewer than two-thirds (6-of-9) of the Participant Boards of Educations and the Fiscal Agent's Board of Education;
3. The Milan Area Schools Board of Education authorizes and delegates all necessary authority to the Superintendent to promptly execute the Amended and Restated Washtenaw Educational Options Consortium Agreement on behalf of the Milan Area Schools Board of Education, provided that the Boards of Education of not fewer than two-thirds (6-of-9) of the Participants and the Fiscal Agent have approved and authorized execution of same on behalf of their respective Boards of Education by not later than August 31, 2023.
4. The Milan Area Schools Board of Education directs that, if the attached Amended and Restated Consortium Agreement is (a) approved by not later than August 31, 2023, by not fewer than two-thirds (6-of-9) of the Participant Boards of Education and the Fiscal Agent's Board of Education, (b) executed (in a single document or counterparts) by the respective authorized representatives, and (c) on file with the Fiscal Agent, the JSC

(comprised of the Superintendents or written designees of each signatory Participant) the Fiscal Agent, the Executive Director, and their respective designees, will do the following:

- a. operate the Consortium effective July 1, 2023, in accordance with the attached Amended and Restated W.E.O.C. Consortium Agreement; and
  - b. endeavor to promptly and amicably resolve the rights and obligations of the non-signatories (if any).
5. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

I, the undersigned, as Secretary of the Milan Area Schools Board of Education, do hereby certify that the foregoing Resolution constitutes a true and complete copy of a resolution, the original of which is part of the Board's minutes, that was adopted by the Milan Area Schools Board of Education at a public meeting held on June 28, 2023, with notice of the meeting having been given to the public pursuant to the provisions of the Michigan Open Meetings Act, 1976 P.A. 267, as amended, with a vote of:

Ayes: \_\_\_\_\_

Nays: \_\_\_\_\_

Abstaining: \_\_\_\_\_

Absent: \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_, Secretary

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

**AMENDED AND RESTATED  
WASHTENAW  
EDUCATIONAL OPTIONS  
CONSORTIUM AGREEMENT  
Effective July 1, 2023**

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WAY PROGRAM ADDENDUM (renamed WAVE Program)

ECA PROGRAM ADDENDUM

WIHI PROGRAM ADDENDUM

WIMA PROGRAM ADDENDUM

IB MIDDLE YEARS AND DIPLOMA PROGRAMME ADDENDUM

WAVE MIDDLE SCHOOL PROGRAM ADDENDUM

## **AMENDED AND RESTATED CONSORTIUM AGREEMENT**

THIS AMENDED AND RESTATED CONSORTIUM AGREEMENT (“Agreement”), amended effective as of July 1, 2023, is among all signatory local public school districts in Washtenaw County, including Washtenaw Intermediate School District as Fiscal Agent, and any additional Participants admitted in accordance with this Agreement (the “Participants”), which Participants collectively and cooperatively shall, for purposes of establishing and operating one or more educational Programs (hereafter described), be designated as the Washtenaw Educational Options Consortium (the “Consortium”); provided, however, that a Participant shall not be financially obligated to support any Program until it has students enrolled in that Program, nor financially liable for any Consortium deficits unless its Board of Education has expressly approved such liability by board resolution, all in accordance with the terms of this Agreement.

### **PREMISES**

A. Sections 11a and 601a of the Revised School Code, as amended, authorize general powers school districts and intermediate school districts to enter into agreements or cooperative agreements with other entities, public or private, or join organizations as part of performing the functions of the school district or intermediate school district.

B. Section 1282 of the Revised School Code, as amended, authorizes each Participant, in its own right, to establish and carry on the grades, schools, and departments it considers necessary or desirable for the maintenance and improvement of its schools, to determine the courses of study to be pursued, and to provide special assistance for students as may be necessary or desirable for them to achieve educational success.

C. This Agreement is also authorized under Public Act 35, Public Acts of Michigan, 1951, which authorizes the Participants to do jointly, or by any one or more on behalf of all, what each would have the power to do separately, and also by pertinent sections of the State School Aid Act, as amended.

D. The Participants have determined to jointly exercise the foregoing statutory authority through the Consortium formed by this Agreement, believing that this form of organization will facilitate the most efficient and effective method of program delivery, and this Agreement and the Consortium shall be implemented in conformance with the provisions of those statutes.

E. The Consortium initially operated the WAY Program, hereinafter described in Section 2.1, and in June, 2013, in accordance with Section 2.2, assumed operation of the ECA and WIHI Programs, hereinafter described in their respective Addendums. The ECA Consortium and WIHI Consortium operating those Programs by this Agreement are dissolved, and the assets or liabilities of those consortiums (i.e., ECA surplus: WIHI deficit) conveyed to this Consortium and now subject to this Agreement.

F. As of July 1, 2023, the Consortium also operates the Programs referenced in attached Program Addenda.

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THEIR MUTUAL PROMISES AND OBLIGATIONS UNDER THIS AGREEMENT, THE PARTICIPANTS AGREE AS FOLLOWS:

## **ARTICLE I**

### **ORGANIZATION AND LIMITED POWERS**

**1.1 Establishment of Consortium; Code Compliance.** The Participants hereby establish the Consortium under the name “Washtenaw Educational Options Consortium”. The Participants hereby authorize the Consortium, and its Fiscal Agent, respectively, to conduct the affairs of the Consortium and its Programs in accordance with this Agreement. The Participants agree that other consortiums consisting in whole or in part of all or some Participants, with the approval of Washtenaw Intermediate School District, may operate other schools or programs in cooperation with the Consortium. The Participants acknowledge and agree that Consortium coding for Michigan Department of Education purposes, in particular the SEE / S2E2 designation, will be used appropriately for only those students receiving educational services from the Consortium, and that all

their assessment and pupil accounting staff are aware of this designation and of the assessment and accountability practices required under this designation for implementing its policy.

**1.2 Joint Steering Committee (“JSC”).** The superintendent, or her or his written designee, of each Participant shall serve on the Joint Steering JSC (the “JSC”), The JSC will act as the principal policymaking body for the Consortium and its Programs. The JSC shall have oversight and direction over the establishment, administration and operation of the Consortium, including each of its Programs, respectively and separately, as follows:

(a) Approval of a balanced operating budget (including any prior year surplus funds balance) and any revised budgets (but not to exceed Participant Support Payments as limited by Section 4.11) for each Program;

(b) Appointment of an Executive Director of the Consortium (who may also be Director of a Program), such Assistant or Associate Executive Directors as may be deemed necessary or appropriate, and a Director and any Assistant Director for each Program as deemed appropriate;

(c) Establishment of policies, guidelines, rules and regulations to govern the administration of the Consortium and the operation of each Program;

(d) Research, development, establishment and revision of the curriculum for each Program;

(e) Evaluation of each Program and recommendations for changes in that Program and its operation and administration;

(f) Establishment of the duties, responsibilities and role of any advisory committee;

(g) Responsibility to take actions, including obtaining additional Revenues or reducing Costs (as Revenues and Costs are hereafter defined), as necessary to assure for each Program fiscal year that Revenues cover Costs;

(h) Acquisition, construction or installation of capital improvements, and acquisition of equipment and materials in connection with Programs, separately or collectively; and

(i) Any other matters set forth in this Agreement.

**1.3 Officers.** In addition to the Executive Director who shall preside ex officio as non-voting chairperson of JSC meetings, the JSC shall recognize a non-voting secretary who may be an employee of the Fiscal Agent. The secretary shall take minutes of an JSC meetings and maintain a roster of the names and addresses (for notice purposes) of all Participants, which shall be kept on file with the Fiscal Agent, and which roster shall be circulated to all Participants by the secretary at the time the Agreement becomes effective, upon admission of a new Participant, or upon request by any Participant to the Fiscal Agent.

**1.4 Bylaws and Policies.** The JSC may adopt by-laws, policies, guidelines, rules and regulations, which will serve to facilitate the governance, administration and operation of the Consortium and its Programs, separately or collectively.

**1.5 Meetings.** The JSC shall meet at least on a quarterly basis, with notice to its members as determined by the JSC, and shall post public notice of its meetings in accordance with the Open Meetings Act. For Open Meetings Act purposes, the principal office of the Consortium shall be the principal office of the Fiscal Agent.

**1.6 JSC Actions.** Unless expressly otherwise provided in this Agreement, action of the JSC shall be accomplished by majority vote of a quorum consisting of a majority of its entire voting membership. A JSC member representing a Participant which does not have enrolled students in a Program shall not vote on matters concerning only that Program, nor be counted in membership for quorum purposes.

**1.7 Vacancies.** The term of office of a member serving on the JSC shall terminate and a vacancy shall occur in the event of the death or termination of a member as superintendent of his/her Participant district. No vacancy on the JSC shall operate to annul this Agreement, the Consortium or any Program.

**1.8 Advisor Committees.** The JSC may establish advisory committees for any or all Program(s) (herein referred to as “sub-committees”) and shall determine their responsibilities, not inconsistent with this Agreement. The sub-committees shall report to the JSC.

**1.9 No Corporate Authority; Reliance on Fiscal Agent.** This Agreement and the Consortium provide only for arrangements and obligations among the Participants (including the

Fiscal Agent) to each other. Unless so reorganized the Consortium is not a corporate entity. The Consortium may be an employer to the extent permitted by Michigan law, but otherwise (unless so reorganized) may not contract in its own name or in any way. Neither the JSC, nor the Fiscal Agent, nor any Participant, has authority to act as agent for or to enter into any contract that would bind the Consortium or any Participant, to a third party. Instead, the Fiscal Agent may act on such matters with reference to the Consortium and its Participants, and the Participants shall, subject to Sections 4.7 and 4.11, reimburse, in accordance with Section 4.12, or indemnify, in accordance with Section 7.4, the Fiscal Agent for liabilities and obligations that the Fiscal Agent incurs with reference to the Consortium.

**1.10 Limited Enforceability.** Legally binding transactions, expenditures and obligations necessary for the administration and operation of the Consortium and its Programs may only be entered into by the Fiscal Agent as its separate obligation. The Fiscal Agent is only authorized to enter into such transactions, expenditures or obligations which affect the activities or financial affairs of the Consortium and its Programs as are clearly implied by and within authorized budget, or otherwise upon notification to and approval by the JSC. A Participant shall not be bound ipso facto by such contracts of the Fiscal Agent, but the Fiscal Agent contracting in accordance with authorized budget or JSC approval shall, subject to Sections 4.7 and 4.11, have recourse against the other Participants in accordance with Sections 4.12 and 7.4 of this Agreement. A contractor with the Fiscal Agent shall not have direct recourse against any other Participant, and nothing in this Agreement shall create a relationship by the Consortium or a Participant with any third party, including a relationship in the nature of a third party beneficiary.

**1.11 Reorganization.** To the extent permitted by law, the Consortium by two-thirds vote of the entire membership of the JSC, may select, or direct the organization of, a non-profit or public corporation, association, trust or other legal entity into or with which the Consortium may reorganize or merge, and which may carry on the affairs of the Consortium and, upon dissolution of the Consortium, take over Consortium property, or by two-thirds vote of the entire membership of the JSC, may sell, convey and transfer the Consortium property and affairs to such corporation, association, trust, or other entity, with the assumption by such transferee of the liabilities of the Consortium; and thereupon the Consortium shall proceed to dissolution under Section 9.2.

**ARTICLE II**  
**THE PROGRAMS**

**2.1     Description of WAY Cooperative Educational Option Program.** For purposes of describing the “cooperative program” of the Consortium and its Participants in accordance with the Revised School Code and the State School Aid Act, the Consortium's initial cooperative Program shall be the WAY Program, including its admission capacity and criteria, and sites of operation, as described in the Way Program Addendum attached hereto.

**2.2     Additional Programs** The Consortium may modify or eliminate its Programs, adopt existing educational option programs and schools located within Washtenaw County, or establish and operate new and different Programs, provided that for each modified, adopted or new Program (including Programs referred to as Schools) the JSC by resolution must approve Program description, admission capacity and criteria, sites, and Program budgets for start-up costs (if a new Program) and for the ensuing full or partial fiscal year (collectively a "Program Addendum"). A copy of the Program Addendum certified by the Secretary with the date of the JSC meeting at which the Program Addendum was approved shall be filed with Consortium records and also sent to each Participant Board of Education not less than 90 days prior to the commencement of the Program and in any event prior to enrollment of students in the Program. A Participant Board of Education may then, if it so determines, direct its Superintendent as to the maximum number, if any, of Participant students who may be enrolled in the Program. Pursuant to the foregoing authority the Consortium has adopted the existing ECA and WIHI Programs as described in their Program Addenda.

**2.3     Extracurricular Activities.** Unless expressly provided otherwise in its Program Addendum, students in a Program shall be eligible to participate in extracurricular activities in their respective home districts (“home district” means the school district which is receiving the Foundation Allowance for that student) on the same terms as other students in their home district.

**2.4     Standards Credits and Graduation Credentials** All grades earned in a Program will be reported promptly as requested to the student's home district for its education records. Any grade change request shall be in accordance with the provisions of the Revised School Code, as amended, if applicable, and to the extent not inconsistent with the Revised School Code provisions, the policies of the JSC. Unless expressly provided otherwise in its Program Addendum, the



Consortium shall have full responsibility for determining when a Program student is eligible for high school graduation in accordance with State of Michigan requirements, shall resolve any matters pertaining to compliance with State high school graduation requirements, and shall pay the costs of remedying any non-compliance. Upon written notification by the Consortium of a Program student's eligibility for high school graduation, the home school district shall timely issue to such student a high school graduation diploma recognizing that the student has completed all high school graduation requirements of the school district and the State.

**2.5     Testing.** Unless expressly approved otherwise by the Michigan Department of Education and expressly provided otherwise in its Program Addendum, each Program shall administer the Michigan Merit Examination for enrolled students, or similar successor testing as may be required by the State, and other nationally recognized proficiency testing instruments determined by the JSC for the assessment of student performance. The student's test scores shall be included, except as otherwise required by the Revised School Code or other applicable law, in the calculation of the student's resident or home district average.

**2.6     Student Conduct and Discipline.** Unless expressly provided otherwise in its Program Addendum, all students enrolled in a Program are subject to that Program's Student Code of Conduct, which shall reference interplay with the enrolling Participant's Student Code of Conduct. The Program Director shall have the authority to suspend for up to ten school days (or such other maximum period under applicable law) or otherwise discipline any student enrolled in the Program, in accordance with law and the Program's Student Code of Conduct as published and distributed to students.

**2.7     Records.** Unless expressly provided otherwise in its Program Addendum, each Program shall maintain appropriate records of student attendance, behavior, progress, grades and achievement as may be required by law or by action of the JSC. Student records shall be maintained on a basis that is comparable to the recordkeeping by the Participants for students enrolled in regular programming. A Participant shall have complete access to all student records maintained by any Program for those students for which the Participant is home district.

### ARTICLE III

#### PARTICIPANT ENROLLMENT RISK OBLIGATIONS AND STATE AID MEMBERSHIP

**3.1 Participant Obligations for Full Program Enrollment.** Each Participant shall be obligated either (i) to fill a minimum number of its student positions in each Program, hereafter described as the “Enrollment Obligation Standard,” or (ii) to share Program financial short-falls in the event minimum Program enrollment is not achieved, hereafter described as the “Risk Allocation Standard.” Which obligation is applicable and the terms of such obligation shall be determined in accordance with the following process:

(a) Whenever the JSC establishes or adopts a Program, the JSC shall determine initially whether (i) it is necessary to establish a minimum enrollment for that Program for balanced budget purposes or (ii) it is satisfactory to set only a maximum or unlimited enrollment because a Program balanced budget can be achieved through control of Program variable costs, in which case the Program is subject to the Risk Allocation Standard.

(b) If it is necessary to establish a minimum enrollment for a Program, the JSC shall, by September 15 of each year, determine whether to allocate a minimum number of student positions to each Participant for the following school year for which that Participant shall be obligated for Participant Support Payments under Section 4.7 if the Participant does not fill those student positions, i.e., the “Enrollment Obligation Standard.” Alternatively, by September 15, the JSC may determine to enroll students on a Consortium-wide basis, whereby in the event of under-enrollment in a Program each Participant shall pay to the Consortium its share of any shortfall in Program Revenues to cover Program Costs, i.e., the “Risk Allocation Standard.” After each September 15, any such JSC determinations for the following school year may not be changed except by unanimous action of the JSC in meeting attendance.

(c) Enrollment Obligation Standard generally means that the minimum number of student positions allocated to each Participant for a Program shall be the ratio of that Participant's grades 9-12 enrollment to the total Participants' grades 9-12 enrollment. However, by unanimous vote of all Participants with students in the Program, the JSC may modify the Enrollment Obligation Standard for a Program.

(d) Likewise, Risk Allocation Standard generally means that the Program shortfall risk obligation assigned to each Participant shall be the ratio of that Participant's grades 9-12 enrollment to the total Participants' grades 9-12 enrollment. However, by unanimous vote of all Participants with students in the Program, the JSC may modify the Risk Allocation Standard for a Program.

(e) If by September 15 of each year the JSC makes no determination whether to utilize either an Enrollment Obligation Standard or a Risk Allocation Standard for the following school year, then the Enrollment Obligation Standard or Risk Allocation Standard for that Program in the following school year shall remain the same as for the then-current school year.

(f) When the Enrollment Obligation Standard is applicable, a minimum number of student positions shall be allocated to each Participant in proportion to the Enrollment Obligation Standard, and the enrollment process may include first come-first served, lottery, or such other selection process as the JSC from time to time may determine. Students shall be enrolled by Participant from applications of that Participant until that Participant's minimum enrollment is or is not fulfilled. Then students shall be enrolled (or wait-listed) from Participants having excess applications in proportion to the number of excess applications from each such Participant. Such excess students shall be credited to those Participants whose Enrollment Obligation have not been fulfilled in proportion to their Enrollment Obligation Standards. The JSC may similarly require such credit process for enrolled school-of-choice students under Section 3.3.

(g) When the Risk Allocation Standard is applicable, enrollment of students in a Program shall be on a Consortium-wide basis, and the selection process may include first come-first served, lottery, or such other selection process as the JSC from time to time may determine. If the Program fails to achieve minimum enrollment, then all Participants shall share the resulting shortfall in Program Revenues to cover Program Costs. In such case, each Participant hereby contractually pledges and commits to each other Participant, including the Fiscal Agent, that if by September 15 of the following school year the Fiscal Agent determines there is a shortfall in Program Revenues to cover Program Costs resulting from

failure to achieve Program minimum enrollment, each Participant shall share and pay to the Consortium such shortfall in proportion to the Risk Allocation Standard. Each Participant further hereby contractually pledges and commits to each other Participant, including the Fiscal Agent, that the Participant, its officials, employees and agents, shall do nothing to discourage students of that Participant from applying for enrollment or enrolling in a Program where the Risk Allocation Standard is applicable.

(h) The foregoing obligations of any Participant are subject to a Participant's limitation on the maximum number, if any, of its students to be enrolled in a newly adopted or established Program under Sections 2.2 and 4.7, and the JSC's acceptance in the Program of any of that Participant's students under such limitation. A Participant may temporarily suspend participation in only one Program for no less than two years upon written request to the JSC by December 1 of the year preceding such suspension, and approval by two / thirds vote of the entire membership of the JSC. Suspension eliminates that Participant from the Enrollment Obligation or Risk Allocation Standard applicable to the suspended Program, but does not eliminate that Participant's responsibility to provide an opportunity for continuing enrollment during the temporary suspension period to its currently enrolled students.

**3.2 Student Admission Process.** Interested students residing in or choosing enrollment in a Participant school district shall be counseled by Program staff on the appropriateness of a Program. Admission to a Program will be solely determined by Program staff in accordance with Program admission criteria. Students may enroll in or transfer to a Program after the beginning of the Program year only in accordance with policies and charges established by the JSC, subject to approval as to the maximum number, if any, of its students to be enrolled by the Participant responsible for Support Payments under Sections 2.2 and 4.7.

**3.3 Membership of Participant Students in Participant School Districts.**

This Agreement constitutes written approval by all Participants, in accordance with Section 6(4)(f) of the State School Aid Act, that a student enrolled in a Program, a cooperative education program of the Participants, shall continue to be considered in membership in the student's Participant school district, whether by residence or by prior transfer under school-of-choice provisions in State law.

**ARTICLE IV**  
**BUDGET AND FINANCE**

4.1 **Fiscal Year.** The fiscal year of the Consortium and each Program shall be from July 1. through June 30, except for any partial first fiscal year of a Program.

4.2 **Accounting and Audits.** The Fiscal Agent shall be responsible for the proper and separate accounting by Program of funds generated, received and expended in accordance with applicable law, state accounting requirements, this Agreement and any policies or procedures adopted by the JSC. Consortium funds shall be audited as part of the Fiscal Agent's regular audit. Funds of the Consortium will be handled according to standard accounting procedures and deposited with depositories as determined by the Fiscal Agent. The JSC may require bonding for any Fiscal Agent personnel handling Consortium funds.

4.3 **Advances and Repayments.** Any one or more Participant(s) may advance funds to cover start-up costs of a Program. Unless expressly provided otherwise in its Program Addendum. Repayment of such advances to any Program shall be made by inclusion and provision for repayment of some portion of such advances in the Consortium Program budget each fiscal year so as to achieve total repayment during the Program's first five fiscal years.

4.4 **Budgets and Description of Revenues.** Each Program will have its own budget, provided, however, that there may be common overhead or similar accounts. Each Program budget will be prepared by the Executive Director in consultation with, and as directed by, the chief financial officer of the Fiscal Agent, and must be approved by the JSC no later than two weeks preceding each fiscal year. During that subsequent fiscal year, the JSC may revise the budget on the recommendation of the Executive Director, and the JSC shall revise the budget to eliminate Excess Costs reported by the Fiscal Agent. A copy of the budget or any budget revision shall be submitted to the Board of Education of each Participant by its JSC representative promptly following JSC approval. Each Program budget for each fiscal year shall be based on the number of student positions for which Participants are obligated, and shall set forth expected annual Program operating costs ("Costs" as hereafter described) and expected revenues for that fiscal year sufficient to cover Costs. The fiscal year budget may be broken down by semester or other budget period as requested by any Participant, with provision that the budget monitoring or review procedures provided by this Agreement for the

entire fiscal year shall also apply to such shorter budget period. Each Program budget shall be sufficiently detailed as to provide a conventional break-down of Costs for educational programs and services. Program Revenues (collectively the “Revenues”) for each fiscal year shall consist of Participant Support Payments as described in Section 4.7, any state aid and general grants as described in Section 4.10, and Surplus Fund moneys applied as Revenues pursuant to Section 4.13. Any Consortium or Program Costs in excess of Revenues (i.e. “Excess Costs”) may be funded by Participants only in accordance with the Participant Board of Education approval process set forth in Section 4.11. The Fiscal Agent will administer each Program budget and shall report to the JSC periodically or as requested by any member of the JSC regarding the financial status of the Consortium and the Program, but no less than annually. In particular, the Fiscal Agent shall identify when Costs of any Program exceed, or may potentially exceed, its Revenues and within 30 days report this information to the JSC. The report shall include a recommendation for eliminating the potential deficit.

**4.5 Description of Program Costs.** Program Costs, as determined by the JSC, shall include for each Program, but need not be limited to, the following:

(a) Staff salaries and wages, employee benefits and related compensation costs (e.g. worker's disability, health and unemployment insurance, or payments in lieu thereof, FICA, retirement contributions, etc.), or compensation for contracted or leased personnel, as relates to the Consortium and the Program.

(b) Textbooks and other instructional supplies and materials.

(c) Instructional equipment including maintenance, purchase, lease or replacement. When equipment is used jointly for Program and any Participant purposes other than the Program, the costs shall be apportioned.

(d) Instructional or class-related transportation (not to or from a Program).

(e) In-service and training.

(f) Professional development travel and expenses.

(g) Lease or license of Program facilities, communications, internet, heat, power, and other facilities and services as are necessary for the maintenance, upkeep and repair of facilities supporting the Program.

(h) Expensed facility improvements approved by the JSC which are primarily related to Program activities and services.

(i) License or service agreement payments paid for trademarked or proprietary software, methods or services.

(j) Clerical and office expenses.

(k) Other direct Program Costs as identified and confirmed by the JSC.

(l) Administrative expenses attributable or otherwise allocable to the Program, including accounting, audit, attorney consultant and insurance costs, and other expenses of such nature approved by the JSC, and funds or reserves as determined to be necessary by the JSC.

(m) A reasonable administrative charge which the Consortium agrees to pay to the Fiscal Agent as stated in Section 6.5 and which shall be identified in the Program Addendum.

**4.6 Exclusion for Special Education or Similar Costs.** For purposes of this Agreement, additional costs attributable to the educational needs of certified special education students, or similar costs for any other federal or state legally prescribed services for distinct class of students, are excluded from Costs. Additional costs attributable to the educational needs of certified special education student (or similar costs for any other legally prescribed services for distinct class of students) shall be agreed to by the Participant district sending such certified or classified student and shall be paid by the sending Participant district.

**4.7 Participant Support Payments.** Participant Support Payments for each Program shall be determined and assessed in accordance with the methodology established by the JSC on the basis of the following standards:

(a) Only net Costs of the Program are to be allocable to Participants. Net Costs shall be Costs less all expected Consortium receipts during the corresponding budget period under Sections 4.3, 4.10. and 4.13.

(b) The expected Participant Support Payment for each fiscal year shall be based on the same factor applied to each Participant of (either less, equal, or greater as determined by the JSC by not later than February 15 of the predecessor fiscal year) one hundred percent (100%) of the Participant's current year Foundation Allowance as set forth on the

Participant's State Aid Financial Status Report ("Foundation Allowance"); provided, however, that for the purpose of computing Participant Support Payments under this Agreement, a Participant's Foundation Allowance shall not exceed the "Target Foundation Allowance" as defined in State School Aid Act Section 20 (MCL 388.1620), or successor legislation, which equals \$9,150 in FY 2022-2023. The JSC may modify the Foundation Allowance definition by unanimous vote of all JSC members. The Participant Support Payment shall be that factor times the number of student positions for which the Participant is obligated in that Program, plus any shortfall obligation under Section 3.1. This expected Participant Support Payment is a maximum amount. Any payment sought from a Participant for that Program in excess of this expected maximum Participant Support Payment shall be deemed "Excess Costs" and must be approved by the Participant's Board of Education pursuant to Section 4.11.

(c) Subject to the foregoing standards, each Participant shall pay the Consortium its share of Program net Costs, based on the number of student positions for which the Participant is obligated, plus any shortfall obligations.

(d) By not later than September 15 each year, the JSC will review current enrollment levels for each Consortium Program and prepare a table of projected new student enrollment levels ("Slot Allocation Chart") for each Consortium Program for the succeeding school year (e.g., approved September 15, 20XX for the 20XY-20XZ school year). The projected numbers of newly enrolling students included in the Slot Allocation Chart will serve as a planning benchmark for purposes of Consortium budgeting, staffing, and facilities usage. Each JSC member shall provide its respective Participant Board of Education, in the form and manner prescribed by that Board, with that Participant's projected Participant Support Payments for budget development purposes.

(e) In the event a Participant's newly enrolled student withdraws from the Program after the start of that school year, the Participant Support Payment obligation of that Participant must still be met. The vacancy created by the disenrollment shall be filled as follows: .



- The Participant shall seek to recruit from within its student body (resident and Schools of Choice students) to fill the vacancy;
- WEOC will open the enrollment vacancy to resident and Schools of Choice students of other Participating members;
- If the opening is still not filled, WEOC will, in good faith, expeditiously revise its budget to reflect the declining enrollment in each Program;
- As a last resort, the under-enrolling Participant will fund the WEOC budget at its Foundation Allowance for the disenrolled student in that school year only due to the Participants agreement under the Enrollment Obligation Standard.

Once another Participant assumes the under-enrollment obligation for the under-enrolling Participant, that other Participant will assume the ongoing financial obligations for those enrolled students thereafter at its Foundation Allowance with no further obligation thereafter by the under-enrolling Participant.

- (i) Section 4.7(e) does not apply to any students enrolled in the prior year(s). In the case that a student, that enrolled in prior year(s), disenrolls from a WEOC Program prior to the fall student count day in that school year, the Participant's financial obligation shall immediately cease and the Participant shall only be financially obligated to the Consortium for the period of time such student was enrolled in a WEOC program.

**4.8     This Section Intentionally Blank.**

**4.9     Contribution Offsets Against Participant Support Payments.**     For each fiscal year and to the extent approved by the JSC, each Participant's contributions (apart from start-up costs) of staff, services, supplies or capital equipment (or an apportioned amount thereof to the extent such resources are used jointly for Program and Participant purposes) will be credited against its Participant Support Payment. In the event such credits are in excess of the Participant SupportPayment payable by that Participant, the Consortium shall pay the amount of such excess to

that Participant at the time and in the proportion that the Participant Support Payments are due. For the purpose of calculating employee costs, the Participant will be credited for the full cost of both salary and benefits as provided for in Section 4.5. For the purpose of calculating contributions for supplies or capital equipment, the Participant will be credited for the actual cost of the contribution. The JSC, on the basis of recommendations by the chief financial officer of the Fiscal Agent, shall be responsible for developing guidelines and the methodology for the Fiscal Agent to calculate costs, apportionments and credits against Participant Support Payments. All Costs reimbursed to a Participant are subject to applicable law, including any limitations in the State School Aid Act. The Fiscal Agent shall be responsible for maintaining records of Costs reimbursed to a Participant under this section, with a minimum record retention period of five years.

**4.10     State Aid and General Grants.** The Fiscal Agent, on behalf of, and for the benefit of, the Consortium, with such reasonable support from the Participants as the Fiscal Agent may request, may apply for and receive any state educational funds available to a Program and its students under the State School Aid Act, except for special education funds, similar type funds as referenced in Section 4.6, or foundation allowances, reserved by the Participants in accordance with their rights and responsibilities under this Agreement. The Fiscal Agent may also solicit and receive grants or donations consistent with the mission of each Program, or contract with third party recipients of such grants and donations for the provision of education programs to students from Participant and/or non-Participant school districts. Receipt of such state educational funds, grants, or donations shall be approved by the JSC, including determination whether such state educational funds or grants, or donations shall be deemed Revenues to be offset against Costs, or for some other Consortium or Program purpose.

**4.11     Excess Costs.** No Costs of the Consortium may be charged to a Participant (other than the Fiscal Agent) in excess of its Participant Support Payments under Section 4.7, except in accordance with this Section. If at any time the Consortium seeks to assess excess Costs against Participants, the Consortium acting by its Fiscal Agent must first submit to the Board of Education of each Participant, the Program budget or revised budget indicating the amount of such excess Costs and the proposed sharing among Participants of such excess Costs. For a Participant to be liable for any excess Costs, its Board of Education shall have adopted a resolution expressly acknowledging

receipt of the Program budget or revised budget showing such excess Costs, and approving that Participant's payment of a stated proportion or amount of such excess Costs. In the event of excess Costs which have not been allocated to and approved by Participants in accordance with this Section, such excess Costs shall be the sole obligation of the Fiscal Agent.

**4.12 Billing of Participants.** Billing for Consortium Revenues shall be solely by the Fiscal Agent in accordance with JSC determinations, and subject to the provisions of this Agreement. The Fiscal Agent will bill each Participant in advance of each billing period, regularly as determined by the JSC, that Participant's Support Payments, share of excess Costs, start-up costs, or other funds to be advanced by Participants, as budgeted or as actually expected to be incurred for that billing period, as the JSC shall determine. Bills shall be paid by Participants within 30 days of receipt. This payment schedule may be modified by the JSC, upon the recommendation of the chief financial officer of the Fiscal Agent.

**4.13 Surplus Fund; Annual Surplus or Deficits.** Any surplus or deficit in a Program budget at fiscal year-end shall be used as follows: Any fiscal year-end annual surplus or deficit may be credited to or charged against, respectively, a Consortium surplus fund for that Program. Each Program surplus fund also may be used, as a budget or revised budget item expressly approved by the JSC, for any Program Costs, start-up costs or capital cost, or for transfer to cover deficits in other Program(s).

**4.14 Capital Costs.** Costs for capital improvements and acquisition of equipment shall be treated as follows:

(a) The Consortium shall have authority to undertake and approve its own expenditures for capital improvements or acquisition of equipment in connection with a Program. Title to such property shall be held in the name of the Fiscal Agent in trust for the Consortium and its Participants in accordance with this Agreement.

(b) Equipment, material or other personal property owned and in the inventory of any Participant prior to this Agreement and not purchased with Consortium funds shall remain the sole and exclusive property of that Participant, and shall not be considered property of the Consortium or the Fiscal Agent. Equipment, material or other personal property acquired for purposes of this Agreement by any Participant with its funds during the

term and for purposes of this Agreement shall similarly remain the sole and exclusive property of that Participant.

(c) Equipment purchased from Consortium funds shall be Consortium property for named Program(s) in accordance with this Agreement and appropriately marked and recorded as such. The Consortium may offer Participants the opportunity to purchase Consortium equipment at its appraised value.

(d) The Fiscal Agent shall periodically report to the JSC on the status of any capital outlay budget.

## ARTICLE V

### PERSONNEL

5.1 **Employer Status.** The Consortium shall retain all status and identity as the employer of personnel utilized by it in the administration and operation of the Consortium and its Programs, except to the extent such personnel are contracted for or leased under Section 5.4. Provided, that the Fiscal Agent may so act in the name of the Consortium only if (A) Consortium employer status is not diminished thereby under State law and (B) such Program personnel are not Fiscal Agent employees for membership inclusion in the Fiscal Agent's own bargaining units or for purposes of the Fiscal Agent's collective bargaining responsibilities. Rights and responsibilities retained by the Consortium as employer shall include, but not be limited to, the following:

(a) The right to select, hire and separate employees utilized by the Consortium in the administration or operation of the Consortium and a Program.

(b) The right to evaluate, supervise, manage and otherwise regulate the activities and performance of employees utilized by the Consortium in the administration or operation of the Consortium and a Program, and to control the manner in which the work of such individuals is performed.

(c) The responsibility for all payment of wages and other benefits and compensation to such employees, including the responsibility for satisfaction of any legal obligation to maintain insurance or other contributions required by law including, but not limited to, insurance required under the Workers' Disability Compensation Act, insurance or

reimbursement required under the Michigan Employment Security Act, and retirement contributions mandated pursuant to the Michigan Public School Employees Retirement Act.

(d) The responsibility for formation, regulation, modification and/ or termination of all contractual relationships, whether through individual employment agreement(s) or collective bargaining agreement(s), in any way pertaining to employees of the Consortium utilized in connection with administration or operation of the Consortium and a Program,

(e) Nothing in this Agreement shall be construed or regarded as recognition by the Fiscal Agent of majority status or other exclusive representation rights as regards any labor organization for purposes of collective bargaining or contract administration, in any bargaining of the Fiscal Agent.

**5.2     Employment Conditions.** The establishment and regulation of all employment conditions, whether or not specifically designated above, for employees engaged and utilized in the administration or operation of the Consortium or a Program shall be the sole and exclusive responsibility of the Consortium.

**5.3     Executive Director, Program Directors and Assistant Directors.** The JSC shall select the Executive Director for the Consortium, may select an Assistant or Associate Executive Director if deemed necessary or appropriate, Program Directors, and Assistant Program Directors as deemed necessary or appropriate for each Program, each of whom shall be an employee of the Consortium or Fiscal Agent, and shall work primarily on Program and Consortium affairs. The Executive Director shall provide leadership and direction for the Consortium, and shall fulfill such duties as set forth in an employment contract approved by the JSC. Each Program Director shall provide leadership and direction to the respective Program and its activities, and shall fulfill such duties as set forth in an employment contract approved by the JSC. The Executive Director shall be accountable to the JSC for the administration and operation of the Consortium and its Programs, and shall also report to the JSC at each of its meetings. An Assistant Program Director shall have such duties as determined by the Program Director with approval by the Executive Director, consistent with duties as set forth in an employment contract approved by the JSC, and shall be evaluated by the respective Program Director.

**5.4      Contracted Services.** As addition or alternative to the Consortium hiring new staff for a Program, the Consortium ( i.e., or the Fiscal Agent in its name) may contract for such services with a separate party contractor which is employer and service provider, including a Participant, provided that such contract is in writing, authorizes the Program Director to evaluate such staff by standards determined by the Program Director, and fully indemnifies the Consortium and the Participants that all persons providing services, shall at all times and for all legal purposes (including, but not limited to compensation, benefits, insurance, taxation, collective bargaining, tenure, termination, retirement or any other employer liability or responsibility) remain exclusively employees of the separate party contractor and members of any of its bargaining units, notwithstanding the nature or manner of the assignment to the Program, or the degree to which the right to evaluate, manage, supervise, and otherwise regulate and control the activities and performance of such staff has been delegated to the Consortium, the JSC or Program Director. Additionally, in the case of a Participant providing services to a Consortium Program, either personnel services or contracting for, leasing or loaning personnel to the Consortium, the written contract between the Participant and the Consortium (i.e., or the Fiscal Agent in its name), addressing the terms of providing such services and personnel shall assure the Consortium and other Participants that the service / personnel providing Participant has sufficient letters of agreement with its bargaining units whose interests are affected by differences inherent in the operation of the Consortium Program.

## **ARTICLE VI**

### **FISCAL AGENT DESIGNATION AND RESPONSIBILITIES**

**6.1      Designation of Fiscal Agent.** Washtenaw Intermediate School District shall be Fiscal Agent of the Consortium. Washtenaw Intermediate School District may resign as Fiscal Agent for any reason or no reason upon 30 days written notice to the Participants. Such resignation shall become effective at the end of that fiscal year, except that Washtenaw Intermediate School District shall remain responsible for all Fiscal Agent obligations and liabilities incurred through the end of that fiscal year. In the event of such resignation the JSC by two-thirds vote of its entire membership may appoint a successor Fiscal Agent which is willing to accept the duties and responsibilities of Fiscal Agent under this Agreement. By a three / quarters vote of its entire voting membership, the JSC may

remove the Fiscal Agent effective such date as the JSC may determine, provided that the JSC simultaneously appoint a successor Fiscal Agent which is willing to accept as of such effective date the duties and responsibilities of Fiscal Agent under this Agreement.

**6.2     General Responsibilities.** The Fiscal Agent shall be responsible for the fiscal, legal and day-to-day administrative affairs of the Consortium, and perform all such responsibilities as required of it by applicable law or JSC direction, including the usual responsibilities accorded a consortium fiscal agent under applicable law. The Fiscal Agent shall be responsible for compliance by the Consortium with applicable law.

**6.3     Fiscal Authority.** The Fiscal Agent's fiscal duties and responsibilities are set forth elsewhere in this Agreement, particularly Article IV (Budget and Finance), and, subject to JSC approval or direction under this Agreement, are generally stated here to include, but are not limited to, the following:

(a) Sole responsibility to collect and disburse funds received for the start-up and operation of each Program.

(b) Participation in the identification and securing of grant moneys, grant flowthrough moneys, and other funds, as may be available for a Program, on behalf of the Consortium.

(c) Program budget direction and assistance to the Executive Director and ongoing oversight of each Program 's finances;

(d) Maintenance of proper records of each Program's accounts, financial transactions and similar activities, and having an annual audit for the Consortium as part of the Fiscal Agent's audit;

(e) Ensuring that each Program's funds generated, received and expended are properly and separately accounted for in accordance with applicable law, state accounting requirements, and adopted policies and accounting procedures of the JSC;

(f) Calculating, in cooperation with the Executive Director, each Program's annual operating Costs, capital outlay costs and start-up costs, shortfall obligations, Participant Support Payments, and crediting Participants for their contributions to the operating Costs;

(g) Paying all lawful bills of the Consortium as approved by the JSC, from the appropriate Program funds of the Consortium.

**6.4     Legal and Contracting Authority.** The Fiscal Agent may enter into contracts for goods and services for Program purposes within budget amounts and as authorized and approved by the JSC.

**6.5     Fiscal Agent Expense Reimbursement.** In recognition of and as reimbursement for the administrative expenses to be incurred by the Fiscal Agent in connection with this Agreement, the Fiscal Agent for each Program shall be entitled to retain up to an amount equal to the applicable federal restricted indirect cost rate percentage multiplied by the applicable portion of Program Revenues, subject to annual review and adjustment by action of the JSC. Prior to retention of such amount, the Fiscal Agent shall make a written report to the JSC setting forth the basis and calculation of each Program's reimbursement/retention amount. The JSC shall approve the calculation basis and amount retained as referenced in the adopted Program budget.

## **ARTICLE VII**

### **INSURANCE AND INDEMNIFICATION**

**7.1     Insurance.**       The Fiscal Agent shall be responsible that insurance is maintained naming the Programs and all Participants against liabilities which may be incurred in the administration and operation of the Consortium and its Programs. The Fiscal Agent may obtain separate insurance coverage on behalf of the Consortium, if available, and expend Consortium funds for such coverage within budget parameters and as approved by the JSC. Alternatively, if the Fiscal Agent is unable to obtain separate insurance coverage in the name of the Consortium, or if it is less costly, the Fiscal Agent may work with its insurance carrier to name the Consortium (including its Programs and property) as an Additional Insured on the Fiscal Agent's insurance policies. If the Consortium (including its Programs and property) is named as an Additional Insured on the Fiscal Agent's insurance policies, the Fiscal Agent may determine, in consultation with its insurance carrier, that certain coverages would require increased limits to name the Consortium (including its Programs and property) as an Additional Insured. Any additional cost the Fiscal Agent incurs to provide coverage to the Consortium (including its Programs and property), as an Additional Insured will be



reimbursed by the Consortium within budget parameters and as approved by the JSC. In addition, any required deductibles paid under the Fiscal Agent's policies due to claims against the Consortium (including its Programs or property) will be charged to the Consortium. When applicable, the Fiscal Agent will obtain a certificate of insurance naming the Consortium (including its Programs and property) as an Additional Insured. Insurance coverages shall be reviewed, and insurances costs allocated among Programs, at least annually by the JSC in each of the following areas:

(a) Workers' Compensation and/or other employer's liability insurance which meets Michigan statutory requirements.

(b) Comprehensive general liability insurance, including sexual molestation and abuse coverage.

(c) Comprehensive automobile liability insurance.

(d) Professional liability insurance.

(e) Professional errors and omissions insurance.

(f) Fire and extended coverage for any facilities, including leasehold improvements, equipment and supplies, utilized for the Programs, in amounts deemed appropriate by the Participant owner/lessor of such facilities, shall be maintained by such Participant. The cost of this insurance for fire and extended coverage shall be reimbursed by the Consortium within budget parameters and as approved by the JSC.

**7.2 Uninsured Consortium Liabilities.** Subject to Sections 4.11 and 7.4, and in the event of any uninsured financial liability imposed upon either the Consortium or upon a Participant in the course of administration and operation of the Consortium and its Programs, and to the extent that the Consortium does not have sufficient appropriate funds or other assets to pay such liability, all Participants shall share such liability (including legal and other out-of-pocket costs in resolving such liability) pro rata in accordance with their share of net Costs in all Consortium Programs, or if liability is limited to a Program or Programs, then only in the liability incurring Program(s), for the applicable period in which such liability was incurred.

**7.3 Amounts and Proof of Insurance.** Any Participant may require minimum amounts for the foregoing Consortium insurance coverages and may require proof of such insurance in the form of certificates of insurance, including sufficient notification to all Participants for material

changes in coverage and naming Participants as additional insureds, or opportunity to review the actual insurance policies.

**7.4 Mutual Indemnification.** Each Participant, whether as Participant or Fiscal Agent, shall be solely and entirely responsible for acts or omissions attributable to it or its officers, employees, agents or subcontractors during the performance of this Agreement. To the extent permitted by law, each Participant, as Participant or Fiscal Agent, shall hold harmless and indemnify the Consortium and the other Participants, whether as Participant or Fiscal Agent, for any claim, suit, damage, or cause of action, including the defense thereof, resulting from or attributable to any action or inaction by the indemnifying Participant or Fiscal Agent, or its officers, employees, agents or subcontractors, in respect of the Consortium, any of its Programs, or this Agreement, or for any authorized expenditure by the Fiscal Agent to the extent such indemnifying Participant has benefitted. Further, each Participant, to the extent permitted by law, shall hold harmless and indemnify the Fiscal Agent for its share of any authorized expenditure with reference to the Consortium or its Programs made by the Fiscal Agent, or for all expenses incurred by the Fiscal Agent in the event a Consortium employee is legally determined to have tenure with the Fiscal Agent under the Teacher's Tenure Act, in accordance with its share of net Costs in the Program for which such expenditure was incurred.

**7.5 Expiration of Indemnity.** The indemnity obligations of this Agreement, shall expire on the last day of the fiscal year that this Agreement is in effect and shall have no effect beyond that date for any claims. whether or not asserted during the term or after the expiration of this Agreement, for damages or other relief occurring after the last day of said fiscal year. Provided, however, that any liabilities known and accrued prior to the expiration of this Agreement shall first be satisfied out of Consortium funds before any disbursement thereof under Section 9.3.

## **ARTICLE VIII**

### **PARTICIPANTS**

**8.1 Admission of New Participants** A Michigan school district, or where appropriate a Michigan public post-secondary education institution, which is not a party to this Agreement or a member of the Consortium may be admitted to membership as a Participant by action

of the JSC. A new Participant shall be required to contribute to the operating, capital outlay and start-up costs of the school, and may have special or limited participation rights, as determined by the JSC.

**8.2 Limited Effects of Withdrawal.** No resignation or withdrawal by a Participant or the Fiscal Agent shall operate to annul this Agreement during its term, terminate the existence of the Consortium, or relieve the withdrawing Participant or Fiscal Agent from its obligation to abide by the terms of this Agreement unless otherwise agreed upon by all of the Participants.

**8.3 Unilateral Withdrawal.** A Participant may unilaterally withdraw from its participation in the Consortium, which withdrawal must be for all Consortium Programs, by giving written notice to the JSC by not later than September 15 prior to the beginning of the next Consortium fiscal year (e.g., notice to September 15, 20XX to unilaterally withdraw effective June 30, 20XZ). Participation shall only be withdrawn effective at the end of a Consortium fiscal year and shall not be effective (without the written consent of the JSC) at any other time of the Consortium fiscal year. In the event of unilateral withdrawal by a Participant during the term of this Agreement (without the written consent of the JSC) the Participant shall forfeit any right it may possess, under this Agreement or otherwise, to distribution of Consortium assets or funds. Those assets or funds shall then revert to the Consortium. Unilateral withdrawal of participation, during the term of this Agreement, shall not relieve the withdrawing Participant from its obligations under this Agreement, including but not limited to:

- (a) continuation of enrollment of its students in Programs to the end of the Program year, and through completion of a Program (e.g., WIMA through grade 8, WIHI through grade 12, WAVE Middle through grade 8, WAVE High through 12, ECA through grade 13) if desired by one or more currently enrolled students of the withdrawing Participant;;
- (b) unpaid Participant Support Payments for past or current fiscal years;
- (c) unpaid past, current year and future payments for start-up costs as provided for in this Agreement;
- (d) its share of any uninsured liabilities incurred for claims, whether already or later asserted, during the period of its participation in the Consortium; and

(e) its re-entry into the Consortium within two years of unilateral withdrawal may occur only upon unanimous vote of the entire membership of the JSC.

**8.4 Withdrawal at Expiration.** In the event of withdrawal of a Participant or the Fiscal Agent at the expiration of this Agreement, the withdrawing and remaining Participants and/or Fiscal Agent shall within 30 days attempt to resolve their respective remaining rights and obligations. If agreement by all remaining Participants and Fiscal Agent and the withdrawing Participant is not reached at the expiration of the above interval, any Participant may refer the matter to the Dispute Resolution procedures identified in Article XI of this Agreement.

**8.5. Expulsion of Participants.** If any Participant shall fail to comply with any of the terms or provisions of this Agreement, or default in any of its obligations under this Agreement and shall fail to correct such default or non-compliance within 30 days after written notice, the JSC, at its option, may terminate the Participant's inclusion in the Consortium and its Programs, provided, that the terminated Participant shall continue to be obligated for payment of its share of Consortium costs as if the Participant had determined of its own will to terminate its participation.

## **ARTICLE IX**

### **TERM**

**9.1 Term.** The term of this Agreement shall continue until such time as the Participants determine to dissolve the Consortium and completion of winding up the affairs of the Consortium as provided in this Agreement, subject also to provisions of this Agreement with respect to withdrawal or amendment.

**9.2 Dissolution.** Dissolution of the Consortium may occur upon unanimous approving vote of the entire membership of the JSC and provisions reasonably satisfactory to the Fiscal Agent for fulfillment of obligations by Participants to each other, to the Fiscal Agent, and to any third parties, and shall not take effect until the end of a Consortium fiscal year, except to the extent the JSC considers and expressly approves an earlier dissolution date. During such time the Fiscal Agent and the JSC may proceed to wind up the affairs of the Consortium.

**9.3     Winding Up and Property Allocation.** Upon or pending dissolution of the Consortium, the JSC and the Fiscal Agent shall proceed to wind up the affairs of the Consortium. Subject to compliance with legal requirements pertaining to any Consortium property or moneys, and subject also to the provisions of this Agreement, the Fiscal Agent, separately for each Program, shall pay Consortium liabilities and execute appropriate conveyances of interests in any Consortium property or moneys as determined by the JSC. Any remaining Consortium property, in cash or in kind, shall be distributed, separately for each Program, to Participants on the basis of the Participants Support Payments on average for the previous three years. Upon effective distribution of Consortium property and otherwise winding-up the affairs of the Consortium, the Fiscal Agent shall file with Consortium records a written instrument stating the effective date of dissolution, and notice all Participants by copy of such instrument. Any disputes among Participants, the Fiscal Agent or the JSC as to respective rights and obligations for winding up of Consortium affairs, including failure to reach agreement as to winding up within 30 days of the JSC vote approving dissolution, shall be resolved under the Dispute Resolution provisions of this Agreement.

## **ARTICLE X**

### **AMENDMENT AND WAIVER**

**10.1     Entire Agreement.** This Agreement contains the entire understanding among the Participants, including the Fiscal Agent, with respect to the Programs as defined herein, and supersedes all prior and contemporaneous agreements and understandings, oral or written, with respect to Programs actually established or adopted by the Consortium. All attachments hereto, including any Program Addendum, and any policies, documents and instruments delivered pursuant to any provision hereof are expressly made a part of this Agreement.

**10.2     Amendment.** This Agreement may be amended or modified, only in writing, effective only upon the execution of the amendment or Amended Agreement by two-thirds of the Participants, including the Fiscal Agent (with approval of their respective Boards of Education).

**10.3     Waivers.** Any waiver of any condition, or any breach of any provision, term, covenant, representation, or warranty contained in this Agreement, shall be only by written instrument executed by the Fiscal Agent with authorization by the JSC, and shall not be deemed nor construed as

a continuing waiver of any such condition or breach, or a waiver of any other condition, breach provision, term, covenant, representation, or warranty of this Agreement.

**ARTICLE XI**  
**DISPUTE RESOLUTION**

**11.1 Matters to be Submitted to Arbitration.** The Participants shall endeavor to resolve all disputes and controversies through discussion by the JSC. If such disputes and controversies cannot be resolved through discussion by the JSC, all disputes and controversies of every kind and nature among any Participants to this Agreement arising out of or in connection with the performance of this Agreement, or as to the validity, meaning, performance, enforcement, breach, or termination/dissolution of either this Agreement, or the rights and obligations of the Participants among themselves with respect to this Agreement, shall be submitted to arbitration pursuant to the procedure set forth in this article.

**11.2 Procedure.**

(a) Any Participant may demand such arbitration in writing following 30 days after the controversy has been submitted to the JSC, which demand shall include the name of the arbitrator nominated by the Participant demanding arbitration, together with a written statement of the matter in controversy.

(b) Within 30 days after receipt of such demand, the other Participant(s) shall either consent to the appointment of the arbitrator nominated by the Participant demanding arbitration, or in absence of such consent, the dispute shall be referred to the American Arbitration Association for the selection of the arbitrator.

(c) The arbitration costs of each Participant shall be borne by that Participant. The arbitration costs of the arbitrator shall be shared equally by the Participants to the arbitration dispute.

(d) The arbitration hearing shall be held within Washtenaw County, Michigan, upon at least 30 days advance notice to the Participants.

(e) The Commercial Arbitration Rules and procedures of the American Arbitration Association shall be utilized in the arbitration hearing to the extent that these are

not inconsistent with Michigan law (MCL 600.5001; MSA 27A .5001) and court rule (MCR 3.602). The law of evidence of the State of Michigan shall govern the presentation of evidence at such hearing.

**11.3 Effect of Arbitration Award.**

(a) An award rendered by an arbitrator appointed under and pursuant to this Agreement, which may include an allocation of arbitration costs different than as provided in this Agreement to favor a prevailing party, shall be final and binding on all Participants to the proceeding, and judgment on the award shall be rendered and enforceable in the Circuit Court for Washtenaw County.

(b) The arbitrator shall be responsible not to alter, change, amend, modify, add to, or subtract from any of the provisions of this Agreement.

**11.4 Arbitration as Bar to Suit.**

(a) The Participants stipulate that the provisions of this Agreement shall be a complete defense to any suit, action, or proceeding instituted in any federal, state, or local court or before any administrative tribunal with respect to any controversy or dispute arising between or among them under this Agreement and which is arbitrable as set forth in this Agreement.

(b) The arbitration provisions of this Agreement shall, with respect to such controversy or dispute arising hereunder, survive the termination or expiration of this Agreement.

(c) With respect to any dispute or controversy that is made subject to arbitration under the terms of this Agreement, no suit at law or in equity based on such dispute or controversy shall be instituted by any Participant, except to enforce the award of the arbitrator.

**ARTICLE XII**

**APPLICABLE LAW**

**12.1 Meaning of “Applicable Law.”** The term 'applicable law' as used in this Agreement means:

(a) Generally, all federal, state, and municipal laws and regulations, and judicial or administrative determinations, applicable to this Agreement, the Consortium, a Program, and the funding, administration, and operation thereof.

(b) In particular, but not limited to, the Revised School Code (1976 PA 451; MCL 380.1 et seq; MSA 15.4001 et seq), and the state School Aid Act (1979 PA 94; MCL 388.1601 et seq; MSA 15.1919 (901) et seq).

**12.2 Change in Applicable Law.** The foregoing applicable law includes any amendments, and any superseding or replacement law having substantially comparable purpose. In the event of any change in applicable law which requires a material change in Participant obligations, then at the request of any Participant, this Agreement shall be renegotiated, or a Participant terminated, or the Consortium dissolved in accordance with the provisions of this Agreement.

### **ARTICLE XIII**

#### **MISCELLANEOUS**

**13.1 Notices.** All notices, bills, or other communications to a Participant, whether as Participant or Fiscal Agent, required or permitted under this Agreement, shall be in writing and shall be deemed to be duly given on the day of service if served personally, or by confirmed facsimile or email delivery (if facsimile number or email address is provided by that Participant), upon the Participant to whom notice is given, or on the day after delivery to the United States Postal Service for regular mail service, or to a courier service, to the attention of the Participant's Superintendent and/or Board of Education as applicable, at its address as listed in the current roster of Participants circulated by the secretary. A Participant may change its address(es) by notice in this same manner. Notice to the Consortium or the JSC shall be to the Fiscal Agent, and the Fiscal Agent shall as necessary promptly transmit such notice to JSC members.

**13.2 Non-Discrimination.** All Participants, including their employees and Program staff, shall comply with applicable law and the provisions of this Agreement prohibiting discrimination. Both as such statement may be required as a matter of applicable law, and additionally as a matter of affirmative contract obligation under this Agreement, no person, on the basis of race, color, national origin, ancestry, religion, political affiliation or belief, age, marital status, sex, sexual



orientation, gender identity or expression, height, weight, military status, genetic information, or disability, shall be unlawfully discriminated against, excluded from enrollment, employment or other participation in, denied the benefits of, or otherwise be subjected to discrimination in any Program or other Consortium activity. Any contract of the Consortium, the Educating District or the Fiscal Agent, in connection with the performance of this Agreement, shall contain the foregoing non-discrimination covenants, and shall state the same when so required to be included and stated in such contracts, according to the laws of the State of Michigan.

**13.3 Successors and Assigns.** No Participant may assign or transfer any of its rights under this Agreement in whole or in part without prior written notice to and the prior written consent of the JSC, This Agreement shall inure to the benefit and shall be binding upon the successors and permitted assigns of the Participants.

**13.4 Headings and Titles.** The headings and titles in this Agreement are for convenience only and shall not be considered a part of or used in the interpretation of this Agreement.

**13.5 Severability.** The unenforceability of any provision of this Agreement shall not affect the enforceability of the remaining provisions of this Agreement, and to this end. the provisions of this Agreement are severable.

**13.6 Governing Law.** The Agreement shall be governed by and enforced in accordance with the laws of the State of Michigan.

**13.7 Counterparts.** This Agreement may be executed in counterparts separately by each Participant, each of which counterparts shall be deemed an original, and all of which shall constitute one and the same instrument.

**13.8 Further Matters.** Each Participant (whether as Participant or Fiscal Agent) agrees to perform such additional acts and execute such additional documents as are reasonably necessary to carry out this Agreement.

**13.9 Effectiveness.** This Amended and Restated Agreement shall come into full force and effect as of July 1, 2023, if approved by not later than August 31, 2023, by not fewer than two-thirds (6-of-9) of the Boards of Education of general powers school districts in Washtenaw County and the Fiscal Agent's Board of Education, executed by an authorized signatory of each approving Board of Education, and such executed Agreement or counterparts are on file with the Fiscal Agent.

**13.10 Signer's Representation.** Each signer of this Agreement personally represents and warrants that this Agreement has been expressly approved by the Board of Education of the Participant on whose behalf this Agreement is signed, and that s/he has been expressly authorized to sign this Agreement.

**ANN ARBOR PUBLIC SCHOOLS**

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

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

Dated: \_\_\_\_\_

**CHELSEA SCHOOL DISTRICT**

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

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

Dated: \_\_\_\_\_

**DEXTER COMMUNITY SCHOOLS**

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

Title: \_\_\_\_\_

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

**LINCOLN CONSOLIDATED SCHOOLS**

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

Title: \_\_\_\_\_

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

**MANCHESTER COMMUNITY SCHOOLS**

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

Title: \_\_\_\_\_

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

**MILAN AREA SCHOOLS**

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

Title: \_\_\_\_\_

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

**SALINE AREA SCHOOLS**

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

Title: \_\_\_\_\_

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

**WHITMORE LAKE PUBLIC SCHOOLS**

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

Title: \_\_\_\_\_

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

**YPSILANTI COMMUNITY SCHOOLS**

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

Title: \_\_\_\_\_

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

**WASHTENAW INTERMEDIATE SCHOOL DISTRICT**

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

Title: \_\_\_\_\_

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

## WAY PROGRAM ADDENDUM

**WAY Program Description.** For purposes of describing the "cooperative program" of the Consortium and its Participants in accordance with the Revised School Code and the State School Aid Act, the Consortium's initial cooperative Program shall be the following: A cyber s high school program for students who need an alternative to the traditional high school model, who require more flexibility and choice in the learning process, and who meet Program admission and enrollment requirements. Initially, and for so long as the Consortium JSC determines, this Program shall be referenced as WAY, conducted under the WAY trademark (an acronym for Widening Advances for Youth) and in accordance with the proprietary methods licensed from, and related services provided by, the WAY corporation. WAY provides students a flexible on-line, student-centered, project-based approach to learning. Students have access to a computer workstation and internet connectivity at their home, provided by the Program. Students also must attend laboratory sessions at a Program site technology center in accordance with Program requirements. WAY provides support through an online mentor, a designated team leader and subject matter experts working together to design and support an academic program that meets the Michigan State standards and prepares each student for further education and career skills.

**WAY Program Admission Capacity and Criteria.** The Participants anticipate a WAY Program enrollment of 400 students during first semester of Consortium operation, with growth in future enrollment capacity to accommodate all interested students.

Process of student enrollment/admission selection:

- Random selection of qualified students (JSC establishes a process for determining criteria for qualification which may include a mathematics proficiency as long as interested students are provided multiple opportunities to demonstrate proficiency and the principle of open and equitable access is maintained.)
- Staff with conduct an initial home visit with each family to discuss expectations and requirements.
- Method for enrollment outside of the lottery to meet student and family needs – such as in cases of home only access to the program for students expelled from local districts with service. This method of enrollment will have clear provisions established by the JSC.

**WAY Program Sites.**Initial technology center WAY Program Sites shall be Willow Run Cheney School and Ann Arbor Downtown Library.. The JSC may thereafter, after 30 days notice to Participants, students, and their families, determine to change or add WAY Program sites.

## **WASHTENAW EDUCATIONAL OPTIONS CONSORTIUM**

### **Washtenaw Educational Options (WAY) Consortium Agreement ECA Program Addendum**

Pursuant to section 2.2 of the Washtenaw Educational Options (WAY) Consortium Agreement, and in accordance with the Revised School Code and the State School Aid Act, the Consortium hereby evidences an Additional Program of the Consortium, known as the Early College Alliance ("ECA"), as described in this Program Addendum.

#### **Program Description**

The ECA shall be an early college or middle college, as appropriate, open for admission of students of Participants and, on a limited and tuition basis, non-Participant high school students who meet admission and enrollment requirements.

The primary purpose of ECA is to provide an early or middle college program for all students, regardless of background, experience or skill level, supporting transition from high school to college; from basis on the student's unique and individualized capacities; through personalized learning, instruction, attention and support for the development of both academic and life management skills on a non-time centric basis; to college readiness and rigorous educational immersion into post-secondary education.

The ECA is a two-phase program. In the first phase, students are provided with a rigorous college preparatory curriculum taught by Michigan- certified secondary education teachers. Students acquire and demonstrate "hard" (academic) skills in English, mathematics, science, and social studies, as well as "soft" (social and emotional) skills. "Soft skills" are fundamental to student success in the post-secondary environment, and are embedded into the curriculum and school culture through direct instruction, practice, and instructor feedback in specific "learner domains." Students remain in ECA college preparatory program until they consistently demonstrate true "college readiness" in both academic and soft skills.

Upon completion of the ECA college preparatory component, ECA students transition to become full-time Eastern Michigan University students where they begin work on their EMU general education and ECA completion requirements.

The purposes, curriculum, and education programs of the ECA shall meet the requirements of the States School Aid Act, Section 64, or similar provisions of the Revised School Code or State School Aid with respect to other career fields.

#### **Admission Capacity and Criteria**

ECA has grown from an initial enrollment of 60 students (in 2007 when ECA was under auspices of separate consortium) to its anticipated maximum enrollment of 450 students, and may adjust to lower or higher maximum enrollment as determined by the Joint Steering Committee.

The long-term goal of the ECA is to develop, in cooperation with the participating LEAs ("ECA districts"), a series of "Pre-enrollment Gateways" to determine student eligibility for the ECA program, and students who complete the Pre-enrollment Gateways should be allowed preference in the enrollment process.

Enrollment in the ECA program should not become a sorting and selecting mechanism. To this end, the ECA believes a percentage of the available enrollment slots be placed in reserve to "capture" the non- traditional college bound students (Low SES and highest level of educational attainment of parent) in the enrollment process.

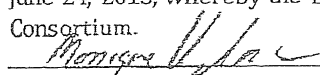
- ECA enrollment and selection policies will be reviewed on a yearly basis by the Committee.
- ECA enrollment slots will be based on standard allocation formula in which slots are allocated to each ECA district based on the proportion of its students to the total number of students in all of the ECA districts combined.
- Initial selection of students shall be based on lottery. After the initial lottery, the remaining, unused slots will be reallocated to districts with wait lists and the number slots allocated to each district will be proportionate to the districts' shares of the total number of wait listed students. The Committee may adjust the slot allocation model yearly, based on local district needs.
- Students who are currently residents of an ECA district, but not currently enrolled in the ECA, are required to enter the ECA program through their resident district. [No diploma shopping].
- Home school students entering ECA are required to demonstrate 9<sup>th</sup> grade proficiency through the MDE ninth grade skill assessment or other agreed upon assessments.
- 30% of a district's total number of slots in the initial lottery will be reserved for students who are eligible for *free or reduced lunch*.

#### ECA Program Sites

The ECA program site shall be on the campus of Eastern Michigan University, or other public state university or community college within the boundaries of the Consortium.

#### Certificate

The foregoing Addendum was approved by the joint Steering Committee at its meeting of June 24, 2013, whereby the ECA Program was adopted as an Additional Program of the Consortium.

  
(Consortium Secretary)

6-24-13  
DATE

## **WASHTENAW EDUCATIONAL OPTIONS CONSORTIUM**

### **Washtenaw Educational Options (Way) Consortium Agreement**

#### **WIHI Program Addendum -**

Pursuant to section 2.2 of the Washtenaw Education Options (WAY) Consortium Agreement, and in accordance with the Revised School Code and the State School Aid Act, the Consortium hereby evidences an Additional Program of the Consortium, known as the Washtenaw International High School ("WIHI") Program, as described in this Program Addendum.

#### **Program Description**

WIHI shall be a one or more grades, 9 through 12, high school operating as an international school program for students of the participants and non-Participant school districts who meet admission and enrollment requirements. WIHI will develop students for professional, political, and business leadership in an international environment, utilizing a student-centered and inquiry-based instructional methodology across a broad range of subjects. In addition, the Program will emphasize language learning, including a mandatory second language for all students.

All students in the school will pursue a full International Baccalaureate (IB) diploma. The Program has achieved its accreditation as an official IB Diploma Authorized World School, and expects to maintain such accreditation as a critical element of the Program.

#### **Admission Capacity and Criteria**

- School size: 6 sections (150 students) per grade, for a maximum enrollment of 600 students for the Program.
  - o Maximum enrollment may be adjusted yearly by the Committee based on local district needs.
  - o Student positions in the Program shall be allocated and accepted by the Participant districts in accordance with a process determined by the Committee, or absent Committee action, shall be allocated in proportion to the Participant districts' grades 9-12 enrollments.
- Process of student enrollment/admission selection:
  - o The Committee establishes a process for determining criteria for qualification, which may include a mathematics proficiency, as long as interested students are provided multiple opportunities to demonstrate proficiency and the principle of open and equitable access is maintained.

Enrollment in the ECA program should not become a sorting and selecting mechanism. To this end, the ECA believes a percentage of the available enrollment slots be placed in reserve to "capture" the non- traditional college bound students (Low SES and highest level of educational attainment of parent) in the enrollment process.

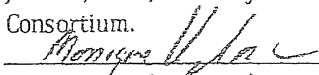
- ECA enrollment and selection policies will be reviewed on a yearly basis by the Committee.
- ECA enrollment slots will be based on standard allocation formula in which slots are allocated to each ECA district based on the proportion of its students to the total number of students in all of the ECA districts combined.
- Initial selection of students shall be based on lottery. After the initial lottery, the remaining, unused slots will be reallocated to districts with wait lists and the number slots allocated to each district will be proportionate to the districts' shares of the total number of wait listed students. The Committee may adjust the slot allocation model yearly, based on local district needs.
- Students who are currently residents of an ECA district, but not currently enrolled in the ECA, are required to enter the ECA program through their resident district. [No diploma shopping].
- Home school students entering ECA are required to demonstrate 9<sup>th</sup> grade proficiency through the MDE ninth grade skill assessment or other agreed upon assessments.
- 30% of a district's total number of slots in the initial lottery will be reserved for students who are eligible for *free or reduced lunch*.

#### ECA Program Sites

The ECA program site shall be on the campus of Eastern Michigan University, or other public state university or community college within the boundaries of the Consortium.

#### Certificate

The foregoing Addendum was approved by the joint Steering Committee at its meeting of June 24, 2013, whereby the ECA Program was adopted as an Additional Program of the Consortium.

  
(Consortium Secretary)

6-24-13  
DATE

## WASHTENAW EDUCATIONAL OPTIONS CONSORTIUM

### INTERNATIONAL BACCALAUREATE MIDDLE YEARS PROGRAMME (Gr. 6-10) and INTERNATIONAL BACCALAUREATE DIPLOMA PROGRAMME (Gr. 11-12) ADDENDA

Pursuant to section 2.2 of the Washtenaw Educational Options Consortium ("WEOC" or "Consortium") Agreement, as amended effective June 1, 2014 (the "June 1, 2014 Amended WEOC Agreement"), the participant local school districts (each a "Participant" and collectively the "Participants") and the Washtenaw Intermediate School District as fiscal agent ("Fiscal Agent"), hereby agree through the following Addendum to the June 1, 2014 Amended WEOC Agreement ("Addendum") to modify, adopt, establish or operate an accredited International Baccalaureate Middle Years Programme for grades 6-10 {"IB MYP"} and an accredited International Baccalaureate Diploma Programme for grades 11-12 ("IB DP"), beginning in the 2018-2019 school year.

#### PREAMBLE

A. On or about June 24, 2013, the Consortium's Joint Steering Committee ("JSC") approved the Washtenaw International High School ("WIHI") as an Additional Program of the Consortium for students of the Participant school districts and non-Participant school districts who meet admission and enrollment requirements for grades 9-12.

B. On or about that same date, the Ypsilanti Community Schools ("YCS") Board of Education approved operation of the Washtenaw International Middle Academy ("WIMA") for YCS pupils (resident or schools-of-choice) who meet the admission and enrollment requirements for grades 6-8.

C. At all relevant times to date, the WIHI and WIMA programs have been co-located and operated in a shared facility within the geographic boundaries of YCS; specifically, the YCS East Middle School Building.

D. From January 2015 to date, WEOC has been seeking 18 accreditation of an 18MYP (Grades 6-10). WEOC previously obtain accreditation of the IB Diploma Programme (Grades 11-12) in April of 2013.

E. Criteria to obtain accreditation of an IB MYP (Grades 6-10) reportedly include (1) operation of grades 6-10; (2) under a single governance structure; and (3) with a single financial/budgetary decision-maker.

F. The WEOC JSC determined in or about May of 2017 to consider whether to modify, adopt, establish, and operate an accredited IB MYP (Grades 6-10) and an accredited IB DP (Grades 11-12). To ensure that an accredited and fiscally viable 18 MYP is available to YCS pupils (resident or non-resident enrolled through schools of choice), along with an accredited IB DP, beginning in the 2018-2019 school year, the YCS Board of Education approved on October 16, 2017, a resolution that an IB MYP and IP DP would operate under the WEOC governance structure effective June 30, 2018, subject to an approved Program Addendum.



## TERMS AND CONDITIONS

### 1. Program Descriptions.

- a. IB Middle Years Programme (Grades 6-10)
  - i. Grades 6-8: The first three years, grades 6-8, of the IB MVP (Grades 6-10) will operate as an accredited IB program for YCS pupils (resident or schools-of-choice) who meet admission and enrollment requirements.
  - ii. Grades 9-10: The Program Description for grades 9-10 of the WIHI program, as set forth in the June 14, 2013 JSC WIHI Addendum, and incorporated into the June 1, 2014 Amended WEOC Agreement, is incorporated by this reference as if fully restated herein. The admission of YCS pupils (resident or schools-of-choice) enrolled in grades 6-8 of the IB MYP into grades 9-10 of the IB MVP (grades 6-10) shall be pursuant to the June 1, 2014 Amended WEOC Agreement.
- b. IB Diploma Programme (Grades 11-12): The Program Description for grades 11-12 of the WIHI program, as set forth in the June 14, 2013 JSC WIHI Addendum, and incorporated into the June 1, 2014 Amended WEOC Agreement, is incorporated by this reference as the Program Description for grades 11-12 of the IB DP.

### 2. Admission Capacity and Criteria

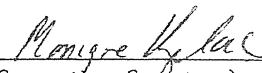
- a. IB Middle Years Programme
  - i. Grades 6-8:
    - School Size: 2 sections of approximately 30-35 pupils each (or 60-70 pupils) per grade, for a maximum enrollment of 180-210 pupils in Grades 6-8 of the IB MYP. YCS shall be fiscally responsible for a minimum of 190 positions in Grades 6-8 of the IB MYP pursuant to Section 3.1 of the June 1, 2014 Amended WEOC Agreement.
    - Process of Student Enrollment/ Admission Selection: Admission and enrollment requirements for grades 6-8 of the IB MYP will be as established by YCS. Because only YCS pupils (resident or schools-of-choice) will be enrolled in grades 6-8 of the IB MYP (Grades 6-10), it is the intent of the Participants that YCS will remain encoded as "parent entity" in Michigan's database of educational entity information (the "Educational Entity Master" or "EEM") for grades 6-8 of the IB MYP (Grades 6-10) for the purpose of reporting student assessment scores to the public. Section 1.1 of the June 1, 2014 Amended WEOC Agreement shall not be construed to require otherwise.
  - ii. Grades 9-10:
    - School Size: 6 sections of approximately 25 pupils each (or approximately 150 pupils) per grade, for a maximum enrollment of approximately 300 students in grades 9-10 of the IB MYP.
      - o Maximum enrollment may be adjusted yearly by the JSC based on local district needs.
      - o Student positions in the Program shall be allocated and accepted by the Participants in accordance with a process

determined by the JSC, or absent JSC action, shall be allocated in proportion to each Participant's grades 9-10 enrollments.

- Process of Student Enrollment/ Admission Selection:
  - o The JSC establishes a process for determining criteria for qualification, which may include a mathematics proficiency, as long as interested students are provided multiple opportunities to demonstrate proficiency and the principle of open and equitable access is maintained.
  - o Lottery selection of qualified students
  - o Method for enrollment outside of the lottery to meet student and family needs such as in cases of "continuation of curriculum" for students coming from other 1B programs world-wide.

b. IB Diploma Programme (Grades 11-12): The Admission Capacity and Criteria for grades 11-12 of the WIHI program, as set forth in the June 14, 2013 JSC WIHI Addendum, and incorporated into the June 1, 2014 Amended WEOC Agreement, is incorporated by this reference as if fully restated herein.

- 3 Program Sites: The IB MYP (Grades 6-10) and the IB DP (Grades 11-12) shall be located at the West Middle School Building, located within the geographic boundaries of the Ypsilanti Community Schools, and within the geographic boundaries of the Washtenaw Intermediate School District.
- 4 Effective Date. Pursuant to Section 13.9 of the June 1, 2014 Amended WEOC Agreement, this Program Addendum shall come into full force and effect at such time as this Agreement has been executed by an authorized signatory of each participating local school district and such executed Program Addendum (or counterparts) are on file with the Fiscal Agent. By approval of this Program Addendum, the Participants agree to waive the requirement in Section 2.2 of the June 1, 2014 Amended WEOC Agreement that a certified copy of the Program Addendum be filed with the Consortium records "not less than 90 days prior to the commencement of the program and in any event prior to enrollment of students in the Program." The Executive Director shall promptly send to each Participant Board of Education a certified copy of the Program Addendum for consideration under Section 2.2 of the 2014 Amended WEOC Agreement.
- 5 Certificate. The foregoing Program Addendum was approved by the WEOC Joint Steering Committee at its special meeting of May 4, 2018, whereby the accredited IB MYP (Grades 6-10) and accredited IB DP (Grades 11-12) were adopted as Additional Programs of the the Consortium.

  
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(Consortium Secretary)

**WASHTENAW EDUCATIONAL OPTIONS CONSORTIUM**  
**WAVE MIDDLE SCHOOL PROGRAM (Gr. 6-8) and**  
**WAVE HIGH SCHOOL PROGRAM (Gr. 9-12) ADDENDA**

Pursuant to section 2.2 of the Washtenaw Educational Options Consortium (“WEOC” or “Consortium”) Agreement, as amended effective June 1, 2014 and as that section 2.2 may be incorporated into successor Consortium Agreements (the “Consortium Agreement”), the participant local school districts (each a “Participant” and collectively the “Participants”) and the Washtenaw Intermediate School District as fiscal agent (“Fiscal Agent”), hereby conditionally agree through the following Program Addendum (“Addendum”) to modify, adopt, establish or operate the WAVE Middle and High School beginning in the 2023-24 school year.

**PREAMBLE**

A. On or about June 24, 2013, the Consortium’s Joint Steering Committee (“JSC”) approved the WAY Program as a cooperative education program of the Consortium for students of the Participant school districts and non-Participant school districts who meet admission and enrollment requirements for grades 9-12.

B. On or about August 2014, the Consortium’s JSC acted to modify and amend the WAY Program as the Washtenaw Alliance for Virtual Education (WAVE) for grades 9-12.

C. In April of 2022, the WAVE program was selected to receive a Two Hundred Fifteen Thousand and no/100 (\$215,000.00) planning grant from the NewSchools Venture Fund to design and plan to implement a WAVE middle school program based on the current high school model.

D. From May 2022 to date, the WAVE middle school planning team has developed a design and implementation plan for a WAVE middle school program (beginning with grades 7-8, but allowing for expansion to includes grades 6-8) and presented an update to the JSC on the design and implementation plan, which was sent to JSC members via email transmission dated December 20, 2022 and as an agenda item at the January 27, 2023 JSC meeting.

E. The WEOC JSC reached consensus at its January 27, 2023, meeting to move forward to prepare a proposed addendum for JSC consideration to modify and expand the WAVE program to include a middle school program to launch in Fall 2023 with grade 8, in Fall 2024 with grades 7-8, and in Fall 2025 with grades 6-8 if demand requires.

F. The WEOC JSC conditionally approved the WAVE Middle School Program Addendum at its March 16, 2023 meeting, subject to approval of an Amended and Restated Consortium Agreement discussed and approved by the JSC at meetings held on March 16, 2023, April 14, 2023, and April 28, 2023, subject to approval by not fewer than two-thirds (6-of-9) of the participating school district boards of education and the fiscal agent’s board of education on or before August 31, 2023.

**TERMS AND CONDITIONS**

**1. Program Descriptions.**

**a. WAVE Middle School**

**Grades 7-8 (or Grades 6-8 if deemed necessary):** The WAVE Middle school program is designed to offer a flexible, student-centered approach to learning for students who need an alternative to the traditional school model. Support is provided through highly trained advisory teachers and online content support teachers. The program offers online and in-person instruction and includes extensive social emotional learning integrated into the day. Staff work together with students and families to design and administer an academic program that meets applicable state standards and prepares each student for the next step toward desired secondary and post-secondary school goals. Students enrolled in the WAVE middle school program can expect: (i) a student-centered, project-based approach to learning aligned with state standards, (ii) individualized support provided by dedicated and accomplished advisory and online content teachers, (iii) home visits, tailored to individual student needs, and (iv) preparation for continued education or career skills development. Students have access to a computer and internet connectivity in their homes, provided by the Program.

**b. WAVE High School:**

**Grades 9-12:** An online program (including online and in-person instruction) for students who need an alternative to the traditional high school model, who require more flexibility and choice in the learning process, and who meet Program admission and enrollment requirements. The program offers a strong learning community both online and in-person, and a flexible, year-round schedule. The program objective is to motivate students from various life experiences to achieve academic and personal success. Students enrolled in the WAVE high school program can expect: (i) a student-centered, project-based approach to learning aligned with state standards, (ii) a year-round academic program to ensure continuity of learning, (iii) individualized support provided by dedicated and accomplished advisory and online content teachers, (iv) home visits, tailored to individual student needs, and (v) preparation for continued education or career skills development. Students have access to a computer and internet connectivity in their homes, provided by the program.

**2. Admission Capacity and Criteria**

**a. WAVE Middle School**

**i. Grades 6-8:**

- (1) School Size:** It is projected that the WAVE middle school program will be sustainable when working in conjunction with the WAVE high school program, at a minimum enrollment of 25 students. Full enrollment projection is 75 students.
- (2) Year 1, Fall 2023-Spring 2024:** 25-35 8th grade students.
- (3) Year 2, Fall 2024 - Spring 2025:** expanding to 30-70 7<sup>th</sup>-8<sup>th</sup> grade students.
- (4) Year 3, Fall 2025-Spring 2026:** expanding, if demand requires, to 30-75 6<sup>th</sup> – 8<sup>th</sup> grade students.

**ii. Student Selection, Admission, Enrollment/Admission Process:**

- (1) Selection of qualified students** will occur in coordination with local district staff pursuant to JSC processes for seat allocation

for each participating district consistent with Article III of the Consortium Agreement.

(2) Admission/Enrollment procedures will otherwise be aligned with the WAVE high school model.

- a. **WAVE High School:** The Admission Capacity and Criteria for WAVE high school, as set forth in the June 14, 2013 JSC WAY Program Addendum, and incorporated into the Consortium Agreement, are incorporated by this reference as if fully restated herein.
3. **Program Sites:** The WAVE middle school and high school programs shall operate in leased space at 301 West Michigan Ave, Ypsilanti, MI 49198, located within the geographic boundaries of the Ypsilanti Community Schools, and within the geographic boundaries of the Washtenaw Intermediate School District. The JSC may thereafter determine to change or add program sites.
4. **Effective Date.** This conditional Program Addendum will become unconditional without further action of the JSC upon approval by not fewer than two-thirds (6-of-9) of the Participant Boards of Education and the Fiscal Agent on or before August 31, 2023, of a proposed Amended and Restated Consortium Agreement. The Executive Director shall promptly send to each Participant Board of Education a certified copy of the Program Addendum for consideration, if desired, of enrollment levels in the new MS WAVE Program pursuant to Section 2.2 of the Consortium Agreement.
5. **Certificate.** The foregoing Program Addendum was conditionally approved by the WEOC Joint Steering Committee at its meeting of March 16, 2023, whereby the WAVE Middle School Program was conditionally adopted as a modification of the Consortium's WAVE Program, subject to approval, on or before August 31, 2023, of a proposed Amended and Restated Consortium Agreement by not fewer than two-thirds (6-of-9) of the Participant District Boards of Education and the Fiscal Agent's Board of Education.

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Monique Uzelac  
WEOC Secretary

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Date

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