

INTERNATIONAL ACADEMY

CONSORTIUM AGREEMENT

AS AMENDED ON _____, 2020

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AMENDED AND RESTATED CONSORTIUM AGREEMENT

THIS AMENDED AND RESTATED AGREEMENT between and among the Boards of Education of the school districts listed in Appendix A attached hereto (hereinafter collectively referred to as the "Consortium") is for the purpose of establishing an international academy located on one or more sites for grades 9-12 as authorized by Act 35, Public Acts of Michigan, 1951, being MCL 124.1 *et seq.*, as amended, the Intergovernmental Transfers of Functions and Responsibilities Act, MCL 125.531 *et seq.* and Sections 11a and 1282 of the Revised School Code, being MCL 380.1 *et seq.*, as amended. With the signatures of their respective representatives, the parties to this Agreement voluntarily bind themselves to the covenants contained herein and the mutual consideration that establishes this Agreement.

I. PREAMBLE

A. Section 11a of the Revised School Code, as amended, authorizes a general powers school district to enter into agreements or cooperative arrangements with other entities, public or private, or join organizations as part of performing the functions of the school district.

B. Section 1282 of the Revised School Code, as amended, enables each of the Participating Districts, 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 and determine the courses of study to be pursued. Participating Districts have determined to jointly exercise that 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.

C. This Agreement is also created under the authority of Public Act 35, Public Acts of Michigan, 1951, being MCL 124.1 *et seq.*, and the Intergovernmental Transfers of Functions and Responsibilities Act, MCL 125.531 *et seq.*, and shall be implemented in conformance with the provisions of those statutes.

II. DEFINITIONS

As used in this Agreement, the following terms shall have the following meanings unless the context otherwise requires:

A. "ACADEMY" – Shall mean the International Academies operated by the Consortium.

B. "AGREEMENT" – Shall mean this Amended and Restated Consortium Agreement and its attached appendices, as amended, restated or modified from time to time. References in this Amended and Restated Consortium Agreement to "Agreement", "hereof", "herein", "hereby", and "hereunder" shall be deemed to refer to the Amended and

Restated Consortium Agreement in its entirety and shall not be limited to the particular text, article or section in which such words appear.

C. "CAMPUS" – Shall mean a specific site of the International Academy program with its own geographically separate location approved by the Consortium to operate under the terms and conditions of this Agreement. Approved campuses are set forth in Appendix D hereto.

D. "CONSORTIUM" – Refers to the cooperative and joint endeavor between the signatory Districts to provide the international academy program at one or more Campuses.

E. "COOPERATIVE PROGRAM" – Shall mean the international academy program to be offered by the Participating Districts.

F. "DISTRICT" or "SCHOOL DISTRICT" – Shall mean a general powers school district defined in Section 6 of the Revised School Code, as amended.

G. "FISCAL AGENT" – Bloomfield Hills School District, Troy School District, and Huron Valley Schools shall serve as the Fiscal Agents for all Consortium Programming and services at their respective campuses

H. "GOVERNING BODY" – Shall mean the governing entity of the International Academy Consortium. The Governing Body shall consist of a five-member body of the superintendent of the three Fiscal Agents and two additional at-large members elected by majority vote of all Participating Districts.

I. "JOINT ADVISORY COMMITTEE" – Refers to the principal advisory committee of the Consortium, the membership of which is composed of an administrative representative of each of the Participating Districts.

J. "LAWS" or "APPLICABLE LAW" – Shall mean the Revised School Code (as amended), the State School Aid Act, and all other common law, ordinances, statutes, constitutional provisions, rules, regulations, orders, injunctions, or decisions of any government or political subdivision or agency thereof, or any court or similar entity established thereof.

K. "PARTICIPATING DISTRICT" or "PARTICIPANT" refers to the Consortium's Participating Districts listed in Exhibit A attached hereto and school districts admitted as new Participating Districts or Participants.

L. "SCHOOL CODE" – Shall mean the Revised School Code (1976 PA 451, MCL 380.1, et seq), as amended, or as may be amended from time to time or as may be superseded or replaced by legislation having a substantially comparable purpose.

M. “SHARES” – Shall mean the number of student spaces available, at a particular campus, as applicable, and as more thoroughly described in Article IV, Section 2.

N. "STATE SCHOOL AID ACT" – Shall mean 1979 PA 94, MCL 388.1601; MSA 15.1919(901), as amended, or as may be amended from time to time or as may be superseded or replaced by legislation having a substantially comparable purpose.

III. DURATION, WITHDRAWAL AND DISSOLUTION

Section 1. Membership.

A. Definition of Membership.

1. Participating Districts are members of the Consortium by:

- a. owning at least one Consortium share;
- b. being a signatory to the Agreement; and
- c. participating in the enrollment process for grade nine as defined by Section IV, 1C of this Article.

B. Levels of Participation. Levels of membership participation in the Consortium are defined in Appendix C. Only Level 1, Full Participating District Member, and Level 2, Participating District in Temporary Discontinuation of Participation, are Consortium members.

C. Rights, Duties and Obligations of Consortium Members. The rights, duties and obligation of Consortium members as they relate to participation, duration and termination in the Consortium are set forth in Article III.

Section 2. Enactment.

A. This Agreement shall become effective only upon the occurrence of all of the following:

1. Enactment of a resolution by a majority of the Participants authorizing the establishment of and/or participation in an international academy program pursuant to Sections 11a and 1282 of the School Code and Public Act 35, Public Acts of Michigan, 1951, as amended, adopting this Agreement, and authorizing its Superintendent to execute this Agreement on behalf of that Participating District.

2. By approval of this Agreement, each Participating District approves the billing and payment schedule for operating costs and start-up costs as set forth in Appendix B.

Section 3. Admission/Withdrawal/Dissolution.

A. Admission of New Participants. A Michigan school district 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 Governing Body. If approved by the Governing Body, the decision to admit a new Participant must be ratified by a majority the participating districts to be effective.

B. Limited Effects of Withdrawal. No resignation or withdrawal by a Participant or a 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.

C. Unilateral Withdrawal. A Participant may unilaterally withdraw from its participation in the Consortium by giving written notice to the Governing Body prior to the 15th of January before the beginning of the next school year. Participation shall only be withdrawn effective at the end of a Consortium fiscal year. In the event of unilateral withdrawal by a Participant during the term of this Agreement (without the written consent of the Governing Body) 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:

1. the obligation, if any, to continue to assign its employees to the cooperative program to the end of the school year, or such other date as shall be agreed upon by the Governing Body;
2. continuation of enrollment of its students in Cooperative Programs to the end of the school year, or such other date as shall be agreed upon between the Participants;
3. unpaid Per Pupil Charges for past or current enrolled students from the withdrawing Participating District;
4. its share of any uninsured liabilities incurred for claims, whether already or later asserted, during the period of its participation in the Consortium; and;
5. Per pupil operational costs for enrolled students from the withdrawing Participating District who remain in attendance.

In the event of withdrawal of a Participating District or the Fiscal Agent at the expiration of this Agreement, the withdrawing and remaining Participating and/or Fiscal Agent Districts shall within thirty (30) days attempt to resolve their respective remaining rights and obligations. If agreement by all remaining Participating and Fiscal Agent Districts and the withdrawing District is not reached at the expiration of the above interval, any party to this Agreement may refer the matter to the Dispute Resolution procedures identified in Article IX of this Agreement.

No withdrawal under this section shall occur if a District becomes the Fiscal Agent of a new Campus, resulting in a reallocation of Consortium shares.

D. 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 thirty (30) days after written notice, the Governing Body, by a two-thirds (2/3) vote, 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.

E. Dissolution. Dissolution of the Consortium may occur upon a majority approving vote of all Participants. Dissolution shall not take effect until the end of a Consortium fiscal year, except to the extent the Governing Body considers and expressly approves an earlier dissolution date. During such time the Governing Body shall proceed to wind up the affairs of the Consortium. Nothing in this Agreement precludes the parties remaining after dissolution from forming a successor or new consortium.

F. Winding Up and Property Allocation. Upon or pending dissolution of the Consortium, the Governing Body 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 Agents, separately for each Campus, shall pay Consortium liabilities and execute appropriate conveyances of interests in any Consortium property or moneys as determined by the Governing Body. 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 Governing Body 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 the Governing Body, Participants and/or the Fiscal Agents 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 Participants' vote approving dissolution, shall be resolved under the Dispute Resolution provisions of this Agreement.

G. Temporary Discontinuation of Participation.

1. Request. Participating Districts may remain in membership in the Consortium without participating in the grade nine enrollment process by submitting a "temporary discontinuation of participating membership" in writing to the Governing Body on or before the 15th of January prior to the school year that the discontinuation would be in effect. Failure to file a request on or before the 15th of January will result in a denial of the request for a temporary discontinuation of participating membership. If a Participating District fails to provide timely notice pursuant to this subsection, it forfeits the right for "temporary discontinuation of participation" for the next school year, but may still request the right of first refusal as specified in Article III, Section 3, Paragraph H.

2. Approval. Within 30 days of the receipt of the written request for temporary discontinuation of Participation, the Governing Body shall meet and by a vote of a majority of the members of the Governing Body grant or deny the request.

3. Financial Responsibility. Participating Districts that are granted a temporary discontinuation of participation shall be financially responsible for 50% of the per-student-cost (tuition) of their grade nine spaces unless the spaces are filled by another Participating District or a non-participating District. The spaces shall be considered filled, for purposes of determining the Participating District's financial responsibility if the Campus enrollment for grade nine equals the total number of available Campus spaces on the official September count day. In the event that grade nine official enrollment count does not equal or exceed the Campus available spaces, the unfilled spaces will be paid on a pro-rata-by-shares previously held basis. "Pro-rata-by-shares previously held" shall mean 50% of the cost of the unfilled spaces will be divided among the Participating Districts (that have been granted a temporary discontinuation of participation) in proportion to the total shares for grade nine held by the Participating Districts.

4. Failure to Renew Participation. A Participating District which has temporary discontinuation of membership shall notify the Governing Body in writing on or before January 15th of the year of non-participation of its intent to resume participation or withdraw from the Consortium. Failure to provide notice by January 15th will result in a unilateral withdraw from the Consortium under Article III, Section 3, Paragraph C.

H. Status of Districts That Have Unilaterally Withdrawn from Consortium Membership.

Participating Districts that have unilaterally withdrawn from the Consortium under Article III, Section 3, Paragraph C or by failing to meet the terms of membership as defined in Section 1 of Article III, may request in writing to the Governing Body that it be granted "first right of refusal" status when Consortium shares become available.

A request for "first right of refusal" shall be made on or before January 15th preceding the school year for which the shares become available. Districts granted "first right of refusal" status shall be placed in order by the date of their request for purposes of allocation and assignment of available shares. The "first right of refusal" shall place the District before non-member Districts requesting membership to the Consortium. Districts granted "first right of refusal" shall not have priority over Participating Districts which have previously requested available shares and have students in attendance at the Academy.

Within 30 days of the written request for "first right of refusal" the Governing Body shall either grant or deny the request and promptly notify the District. The District shall accept or reject the shares within 30 calendar days of the notification. A District that rejects the shares shall forfeit its "first right of refusal" for the remainder of the school year. The District shall also be granted

the opportunity to fill available individual seats as provided for in Article IV, Section 1C, subsections 1 and 2 prior to non-participating districts requesting membership. Upon acceptance of the shares, the District shall agree to be bound by the provisions of this Agreement and shall again become a Participating District.

I. Appeal Process for Membership Status Disputes.

Participating Districts can appeal their membership status as determined by the Consortium Agreement and the Governing Body by making a written appeal to the Superintendents of the Participating Districts with notification to the Governing Body. For the appeal to impact district status it must be filed by January 30th prior to the affected school year. The appealing District may present an oral appeal in conjunction with the written request to the Superintendents' meeting. The meeting will be open to Superintendents (or their designated alternate) and their Governing Body representatives only. The Superintendents will meet to review and determine the merits of the appeal and render a decision by April 30th of the same year of the appeal. The Superintendents may deny the appeal, accept the appeal in whole or part and specify the terms, conditions or obligations of the District. The Fiscal Agent of the applicable Campus will serve as the chairperson of the appeal hearing while maintaining full voting rights. Superintendents will vote in person or by email or signed facsimile, if not in attendance at the appeal hearing. The Superintendents' discussion will be guided by the intent of the Consortium Agreement and will be determined by majority vote of the Participating Districts. If there is an even number of Participating Districts and the vote is tied, the vote of the Fiscal Agent shall be the deciding vote. The vote of the Superintendents shall be considered an action on behalf of their District. The Superintendents' decision is final and cannot be appealed except as identified in Article IX: Dispute Resolution of this Consortium Agreement.

Section 4. Expiration.

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. However, this Agreement shall automatically continue for a period of one (1) year unless a majority of the Participating Districts, by a vote of their Boards of Education no later than January 31st of the immediate preceding school year, determine not to extend the Agreement.

IV. STRUCTURE AND OPERATION

Section 1. General Provisions.

A. Program Description. The Academy will consist of one or more grade 9-12 high schools operating as an international school program for pupils of the Participating Districts. The Academy will be committed to developing students for professional, political and business leadership in an international environment. It is the intent of the Cooperative Program to seek acceptance by the International Baccalaureate Organization to operate as an International Baccalaureate School. Students will attend the Academy full time but are free to participate in co-curricular activities at their school of residence. Students must be committed to pursue the

International Baccalaureate degree and shall not substitute Advanced Placement classes for the International Baccalaureate classroom requirements.

B. Structure.

1. The Consortium shall be governed by a five (5) member body consisting of the duly appointed representatives of its three (3) Fiscal Agents and two (2) additional at-large members elected by majority vote of all Participating Districts (“Governing Body”). With respect to the initial election of the two (2) at-large members, the three (3) Fiscal Agent representatives shall create a ballot with the names of the Superintendents (or their designees) of all Participating Districts that wish to have representation on the Governing Body and disseminate the ballot to the Participating Districts’ boards of education for vote. Placement on the ballot shall require a resolution of a Participating District’s board of education designating the district’s Superintendent (or his/her designee) as that district’s proposed representative as an at-large member of the Governing Body. The election shall take place as soon as practicable after the effective date of this Amendment. The Fiscal Agents shall be entitled to cast votes for at-large members.

In the event that only one of the proposed at-large members of the Governing Body on the ballot receives a majority of votes by the Participating Districts, a new ballot shall be created by the three (3) Fiscal Agent Representatives with the names of the proposed representatives who received the two (2) next highest number of votes and a new election shall take place as soon as practicable to select the remaining at-large member. In the event that none of the proposed at-large members receives a majority of votes, a new ballot shall be created by the three (3) Fiscal Agent representatives comprised of the names of the three (3) proposed representatives who receive the highest number of votes, and a new election shall take place whereby the two (2) proposed representatives who receive the highest number of votes shall be selected as at-large members of the Governing Body. In the case of a tie vote for one of the two membership positions, a runoff election shall be held as soon as practicable.

The Fiscal Agent representatives shall serve as permanent members of the Governing Body, subject to the separation of their employment with a Fiscal Agent and the appointment of a new representative by a duly adopted resolution of the Fiscal Agent’s board of education. The at-large members of the Governing Body shall be elected to and shall serve terms of two (2) years. Subsequent to the initial election of the two (2) at-large members, the entire Governing Body shall be responsible for administering the at-large member election process described herein.

In the event of a vacancy on the Governing Body resulting from the resignation, separation from employment, or death of an at-large member, that member’s district’s board of education shall duly adopt a resolution as soon as practicable appointing a replacement to serve out the remainder of that member’s two (2) year term.

The Governing Body's powers shall be limited to the following: (i) The allocation of overhead expenses of the Consortium to each Campus Program, including without limitation (a) dues and fees payable to the International Baccalaureate organization, (b) administrative expenses incurred on behalf of all three (3) Campus Programs; and (c) other expenses incurred on behalf of more than one Campus Program; (ii) Monitoring and ensuring compliance with the standards and certification requirements of the International Baccalaureate organization;(iii) Management of the process of electing at-large members to the Governing Body; (iv) Oversight of the withdrawal and dissolution processes as stated in this Agreement; and (v) Any other express power or authority granted to the Governing Body in this Agreement. All other powers not expressly reserved to the Governing Body shall be exercised by the Fiscal Agents as more fully described in the Agreement.

a. Officers. The Governing Body shall appoint the following officers: president and secretary. The Governing Body shall appoint a non-voting secretary, who may be an employee of one of the Fiscal Agents. The non-voting secretary shall take minutes of all meetings of the Governing Body.

b. Bylaws and Policies. The Governing Body may adopt by-laws, policies, guidelines, rules and regulations.

c. Meetings. The Governing Body shall meet at least on a quarterly basis and shall post public notice of its meetings in accordance with the Open Meetings Act. For Open Meetings Act purposes, the Governing Body's principal office shall be the Bloomfield Hills campus. The Governing Body may meet via electronic means provided the Open Meetings Act requirements for public participation are adhered to for such meetings. Governing Body members may designate other employees of its Participating District to attend meetings for information purposes; however, designees do not have the authority to cast votes on any action item that comes before the Governing Body.

d. Actions of the Governing Body. Unless expressly otherwise provided in this Agreement, action of the Governing Body shall be accomplished by majority vote of its five (5) members.

e. Gifts, Bequests, and Donations to the Consortium. Should a gift, bequest, donation, or similar transfer of property or money be made to the Consortium, the Governing Body shall receive the property on behalf of the Consortium and distribute it to the Fiscal Agents. This ability to receive and distribute funds made out to the Consortium generally instead of a particular Fiscal Agent is an exception to the Fiscal Agents' Fiscal Authority as explained in Article IV(C)(2).

Subject to the above provisions, the Governing Body shall be the principal governance body of the Consortium and shall conduct meetings in accordance with the provisions of the Open Meetings Act.

C. Fiscal Agents. Bloomfield Hills School District, Troy School District, and Huron Valley Schools shall serve as the Consortium's Fiscal Agents. Each Fiscal Agent's board of education shall adopt a resolution appointing the district's Superintendent or his/her designee to serve as the district's representative for all purposes under this Agreement relative to the duties and responsibilities of the Fiscal Agents as set forth herein. Bloomfield Hills School District shall serve as the Fiscal Agent for the Consortium's Okma Campus; Troy School District shall serve as the Fiscal Agent for the Consortium's Troy Campus; and Huron Valley Schools shall serve as the Fiscal Agent for the Consortium's West Campus.

1. General Responsibilities. The Fiscal Agents shall be responsible for the fiscal, legal and day-to-day administrative affairs of the Consortium at their respective Campuses and perform all such responsibilities as required of them by applicable law, including the usual responsibilities accorded a consortium fiscal agent under applicable law.

2. Fiscal Authority. The Fiscal Agents' fiscal duties and responsibilities are set forth elsewhere in this Agreement, particularly Article IV (Budget and Finance), and are generally stated here to include, but are not limited to, the following:

- a. Sole responsibility to collect and disburse funds;
- b. Participation in the identification and securing of grant moneys, grant flow through moneys, and other funds, as may be available for a Campus, on behalf of the Consortium;
- c. Campus budget direction and ongoing oversight of each Campus's finances;
- d. Maintenance of proper records of each Campus'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 Campus'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;
- f. Calculating each Campus's annual operating Costs, capital outlay costs and start-up costs, shortfall obligations, Per Pupil Charges, and crediting Participants for their contributions to the operating Costs.

Each Participating District will be provided the tuition calculation formula and their tuition rate by December 10th of each year; and

g. Paying all lawful bills of the Campus and Cooperative Program from appropriate funds.

3. Legal and Contracting Authority. The Fiscal Agents may enter into contracts for goods and services for Campus purposes within budget amounts.

4. A Fiscal Agent shall not incur debt obligations on behalf of the Consortium, including but not limited to, bonds, notes, installment purchase agreements, or leases for its Campus without first obtaining written approval from the Participating Districts at its Campus. The Consortium shall not assume the liability or financial responsibility for unauthorized debt obligations incurred by a Fiscal Agent.

D. No Corporate Authority; Reliance on Fiscal Agent. This Agreement and the Consortium provide only for arrangements and obligations among the Participants (including the Fiscal Agents) to each other. Unless so reorganized the Consortium is not a corporate entity and may not contract in its own name. Neither the Governing Body, the Fiscal Agents, the JAC, 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 Governing Body and Fiscal Agents may act on such matters with reference to the Consortium and its Participants, and the Participants shall pay the costs owed to their respective Fiscal Agent under Article V(1)(F) and Article V(1)(I)

E. Joint Advisory Committee. Each Participating District will designate an administrative representative to serve on the Joint Advisory Committee (“JAC”). The JAC will act as an advisory committee to the Governing Body and the Fiscal Agents.

F. Enrollment. Students attending the Academy shall be considered enrolled in their resident school district high school. Student enrollment rules and procedures at each Campus will be determined by the Fiscal Agent for that Campus.

1. The Academy shall follow the enrollment process set forth in this Agreement. Interested students will be counseled by both the school district of residence and the Academy staff on the appropriateness of the Cooperative Program and the Campus requested. Enrollment priority may be granted to a sibling of a pupil enrolled in the Cooperative Program. The school district of residence shall retain discretion to determine whether a student is eligible to attend the Academy or continue in enrollment. Students may transfer to the Academy after the beginning of the school year in accordance with policies established by the Governing Body or Fiscal Agent.

a. The Academy will provide each Participating District with a list of their applicants and Campuses requested by the applicants for the subsequent school year by the first Monday of February.

b. Districts that are candidates for membership will be allocated shares in order of the date and time of application. If spaces remain after Participating and candidate Districts' requests have been met, they will be offered to non-Participating Districts.

2. The Academy and Participating Districts will abide by the enrollment of upper grade students as specified below:

a. The Academy will determine the availability of upper grade vacancies depending on class section and teacher availability.

b. A designated vacancy will first be made available to the Participating District of an upper grade applicant provided that Participating District has unfilled spaces in the specified grade. In the case of more than one upper grade candidate, the candidates will be ordered by date of application receipt, unless their district maintains an active wait list of prior applicants, in which case the Participating District's active wait list will determine the applicant order.

c. Given the sequential nature of the Academy's curriculum, upper grade candidates shall not be presumed eligible. The Academy will evaluate the applicant's suitability and inform the applicant's Participating District of its determination. The Participating District shall make the final determination.

d. A prior application for grade nine student enrollment does not constitute an application for upper grade enrollment. Applicants for grades 10, 11, or 12 must submit a designated application for the appropriate grade level. Participating Districts utilizing wait lists to order upper grade applicants can use these lists when offering upper grade spaces. If a student accepts the offer, they will need to complete an upper grade application at that time. Applicants will be accepted on or after the first day of school one year prior to the intended school year of enrollment.

e. Participating Districts can at their discretion adopt a policy which permits upper grade enrollment only in specified circumstances, such circumstances can include but are not limited to: 1) prior enrollment in an International Baccalaureate program; 2) current enrollment in the Academy but moving into another Participating District; 3) moving to the United States from outside the country per international student status.

f. If a student changes his/her district of residence, and the student's new district of residence is serviced by another Campus, his/her enrollment will not automatically transfer from one Campus to another. Such a student will be required to submit an application to the Campus or Campuses for which his/her new resident district holds shares, if any. A student required to re-apply to a Campus under this subsection shall not be given enrollment priority over other students of the same resident district applying to that designated Campus.

The Governing Body is granted authority pursuant to this Agreement to develop guidelines for authorizing enrollment outside of the process in special circumstances.

G. Graduation Credit/Testing/Records/Discipline.

1. Graduation Credit – All credits earned at the Academy will be applied toward graduation requirements at the student's Participating District. The student will be eligible to receive a high school of residence/International Academy diploma upon accomplishing the International Academy requirements. All grades earned at the Academy will be reported promptly to the Participating District for its education records. Any grade change request shall be in accordance with the provisions of the School Code, as amended, if applicable, and to the extent not inconsistent with the School Code provisions, the policies of the Fiscal Agents. If a student leaves the Academy and transfers to another high school in the student's District, credits earned at the Academy will be applied toward graduation at that high school. A student remaining at the Academy for the completion of the program will be eligible to receive a high school diploma from the Academy.

2. Testing – The Academy shall administer mandated testing for enrolled students as may be required by the State, or other nationally recognized proficiency testing instruments agreed upon by the Fiscal Agents for the assessment of pupil performance. The students' test scores may be included, at the discretion of the Participating District, in the Participating District's calculation of aggregate test scores in accordance with applicable provisions of the Revised School Code and Michigan Department of Education promulgated rules.

3. Discipline – Each campus shall have a Student Code of Conduct. Each Fiscal Agent shall have the authority to determine its Student Code of Conduct, policies, rules and regulations. All students enrolled in the Cooperative Program pursuant to the provisions of this Agreement are subject to the Fiscal Agent's Student Code of Conduct, policies, rules and regulations during the time they are in attendance at the Academy at any Campus. The building principal (or other designated administrator) of the Academy's Campus shall have the authority to discipline any students in attendance at the Academy in accordance with applicable law and the published and distributed policies pertaining to student rights and responsibilities in the Academy. The Fiscal Agent has the authority to preclude a student from further attendance at its campus. If a Fiscal Agent decides to preclude a student from its campus, that student's district of residence shall determine the admittance, suspension, or expulsion process for that

student regarding the district of residence.

4. Records – The Fiscal Agents shall be responsible for maintaining appropriate records of student attendance, behavior, progress, grades and achievement as may be required by law or by action of the Fiscal Agents. Student records shall be maintained on a basis that is comparable to the record keeping in the Participating Districts for pupils enrolled in regular secondary programming. Participating Districts shall have complete access to all student records of its students maintained by the Fiscal Agents.

Section 2. Consortium Shares.

A Participating District's interest in the Academy shall be represented by shares. Each share shall have a Campus designation. A Participating District may hold shares in more than one Campus. The number of shares and Campus designation available to the Participating Districts collectively shall be determined by a consensus of the Fiscal Agents and set forth in Appendix C. Each share shall entitle its holder to enroll a number of students in the Cooperative Program, which number shall be five students per share for the 2019/2020 school year and shall be fixed by the Fiscal Agents in advance of each school year thereafter based on available capacity, provided that the number of students which a Participating District is entitled to enroll per share may not be decreased to less than four students per academic year without the written consent of that Participating District's board of education. The number of shares elected to be held by each Participating District for the initial year of operation shall be designated in writing by each Participating District from among the shares available. Any increases in shares which may be sought by Participating Districts for later school years shall be granted by the Participating Districts' Superintendents based on the availability of student seats as determined by the Fiscal Agents. The number of shares held by a Participating District shall also determine each district's pro rata distribution upon dissolution of the Consortium.

Section 3. Transfer of Shares.

A Participating District may, following the close of the initial school year, transfer some or all of its shares in the Academy to another public school district and thereby convey to the transferee district all rights and obligations attendant to the transferred share(s), thereby relieving the transferor district from such rights and obligations. However, such share(s) must be first made available to Participating Districts by providing written notice to the Fiscal Agents of their intention to transfer said share(s). In the event that none of the Participating Districts elect to acquire the offered share(s) within 45 days of notice being provided to the Fiscal Agents, the Participating District may transfer the shares to first, an eligible District that has unilaterally withdrawn from Consortium membership and second, to a non-participating, public school district, subject to the transferee district agreeing in writing to be bound by the provisions of this Agreement, whereupon said transferee shall become a Participating District.

V. FINANCIAL PROVISIONS

Section 1.

A. Fiscal Year. The Fiscal Year of the Cooperative Program shall be from July 1 through June 30 of each school year.

B. Accounting/Budgets/Audits. Each Fiscal Agent shall be responsible for the proper budgeting and accounting for its Campus of funds generated, received and expended in accordance with applicable law, state accounting requirements, and this Agreement. Each Campus's funds shall be audited as part of the Fiscal Agents' regular audit. Funds of each Campus will be handled according to standard accounting procedures and deposited with depositories as determined by the Fiscal Agents.

The Okma Campus Fiscal Agent shall prepare a budget no later than March 31 preceding each fiscal year and provide the prepared budget to each Participating District which sends pupils to its Campus. The budget provided to each Participating District shall include the percentage of the foundation allowance to be charged for the following year. Each Participating District shall have until June 30th to approve, disapprove or abstain regarding the budget for the ensuing fiscal year by Resolution of its board of education and provide notice of its action to the Governing Body and appropriate Fiscal Agent. A Participating District that disapproves a budget for the ensuing fiscal year shall be deemed to have unilaterally withdrawn from its participation in the Consortium effective at the end of the current Consortium fiscal year, and its rights and obligations shall be governed by the "Unilateral Withdrawal" provisions of Article III, Section C.3. of this Agreement . Budget revisions made during the year will be shared with participating districts.

C. For purposes of determining the amount of the Per Pupil Charge to be charged for enrolled students, allowable operating costs under this Agreement shall not include:

1. the financial responsibility of the Lessor to maintain the physical integrity of the building including its mechanical, electrical, and structural upkeep and related capital improvement projects; and
2. additional costs attributable to the educational needs of certified special education students. The additional costs attributable to the educational needs of the certified special education students agreed to by the district of residence shall be borne by the district of residence.

D. 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.

E. Per Pupil Charge. Participating Districts shall pay a per pupil charge (the “Per Pupil Charge”) for each resident student which it permits to be enrolled in the Academy at a rate or amount to be set by the Fiscal Agent in connection with annually adopting the operating budget. The Per Pupil Charge shall not exceed the average foundation allowance of all the Participating Districts at a particular Campus, plus an amount not to exceed an additional ten percent of that average without approval by a majority vote of the Superintendents of the Participating Districts for the Campus. For hold harmless sending districts, the foundation allowance used in a calculation will not be below the maximum foundation. Each Participating District will be provided the tuition calculation formula and their tuition rate by December 10th of each year.

F. Contribution Offsets Against Per Pupil Charge. For each fiscal year and to the extent approved by the Fiscal Agents, each Participant's contributions of staff, services, supplies or capital equipment (or an apportioned amount thereof to the extent such resources are used jointly for Campus and Participant purposes) will be credited against its Per Pupil Charge. In the event such credits are in excess of the Per Pupil Charge payable by that Participant, the Fiscal Agent shall pay the amount of such excess to that Participant at the time and in the proportion that the Per Pupil Charge is due. For the purpose of calculating employee costs, net of UAAL costs that are funded by the State and any other pass through funding, the Participant will be credited for the full cost of both salary and benefits. For the purpose of calculating contributions for supplies or capital equipment, the Participant will be credited for the actual cost of the contribution. The Fiscal Agents shall be responsible for developing guidelines and the methodology to enable them to calculate costs, apportionments and credits against Per Pupil Charges. All costs reimbursed to a Participant are subject to applicable law, including any limitations in the State School Aid Act

G. State Aid and General Grants. The Fiscal Agents, on behalf of, and for the benefit of, the Consortium, with such reasonable support from the Participants as the Fiscal Agents may request, may apply for and receive any state educational funds available to the Cooperative Program or any individual Campus and its students under the State School Aid Act, except for special education funds, similar type funds, or foundation allowances, reserved by the Participants in accordance with their rights and responsibilities under this Agreement. The Fiscal Agents may also solicit and receive grants or donations consistent with the mission of the Cooperative Program, or contract with third party recipients of such grants and donations for the provision of education programs to students from Participants. Receipt of such state educational funds, grants, or donations shall be approved by the Fiscal Agents, including determination whether such state educational funds or grants, or donations shall be deemed revenues to be offset against costs, or for some other Cooperative Program purpose.

H. Excess Costs. No costs of the Consortium may be charged to a Participant (other than the Fiscal Agents) in excess of its Per Pupil Charge, except in accordance with this Section. If at any time a Fiscal Agent seeks to assess excess costs against Participants, the Fiscal Agent must first submit to the Board of Education of each Participant at its Campus, the Campus 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 Campus 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 Agents.

I. Surplus Fund; Annual Surplus or Deficits. For the OKMA Campus, accounted for in a separate fund by the fiscal agent, any surplus or deficit in a Program budget at fiscal year-end shall be used as determined by that Program's Fiscal Agent in accordance with all applicable laws, rules, regulations, and policies.

VI. PERSONNEL

Section 1. Teaching Staff.

A. The Academy will select its teaching staff from qualified teacher applicants. Application to the Academy will be voluntary and subject to the release from the applicant's employing school district. The Academy will attempt to staff with teachers from the Participating Districts in approximate relationship to each Participating District's pupil count. If a position which needs to be staffed cannot be filled in this manner, the Academy will request that the Participating District with the then lowest ratio of assigned staff to the Participating District's Consortium shares hire a qualified candidate to be assigned to the Academy. This process will be followed whenever the need to fill an Academy staff position cannot be accomplished from existing staff of a Participating District while still keeping the Academy staff balanced according to the approximate relationship of each Participating District's pupil count to the Academy's total teaching staff. The Fiscal Agents at each campus are authorized to administer this provision and to make such adjustments as are necessary to staff the Academy.

B. At the conclusion of each school year, teachers assigned to the Academy will, upon written request, be permitted to return to their home district in accordance with the letters of agreement referred to herein. The Academy's administrator, in conjunction with the Fiscal Agents, may also return a teacher to that teacher's home district at the conclusion of a school year, subject to whatever limitations may apply by operation of the Participating District's collective bargaining agreement applicable to the teacher. If a limitation exists under a Participating District's collective bargaining agreement which temporarily prevents the return of a teacher from the Academy to a home district, the Participating District shall make every effort to accommodate that teacher's return to the home district as soon as possible.

C. Teachers assigned to the Academy will at all times remain exclusively employees of their home district. They will also remain members of their Participating District bargaining unit. As home district employees, they will be assigned by their home district to perform services for the Academy at the Academy site. As the only employment relationship of each Academy teacher is with his/her home participating

district, the responsibility for all payment of wages and other benefits and compensation to each teacher, 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 Worker's Disability Compensation Act, insurance or reimbursement required under the Michigan Employment Security Act, and retirement contributions mandated pursuant to the provisions of the Michigan Public School Employees Retirement Act, shall remain that of each teacher's home district. Any tenure and other employment rights will be exclusively between each teacher and his/her home district. However, because of the nature of the assignment of each teacher to the Academy, the right to evaluate, manage, supervise, and otherwise regulate and control the activities and performance of each teacher and the manner in which the work of each teacher is performed will be delegated by each home district to the Fiscal Agents and Academy administrator.

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 a teacher assigned by a home district to the Academy remains with the home district. Any collective bargaining contract provisions between a home district and the association representing home district teachers will be applicable to a home district teacher assigned to the Academy except where specific changes have been negotiated between the home district and the home district bargaining unit association and agreed upon in letters of agreement between the affected parties. These letters of agreement, attached hereto as Exhibit B, will address differences in wages, hours, and working conditions inherent in the operation of the Academy program. Failure to reach a letter of agreement between the home district and the association shall not preclude the enrollment of the home district's students in the Academy. A home district is not required, as a condition to entering into this Agreement or enrolling its students in the Academy, to approve a letter of agreement. If a home district and/or its bargaining unit does not approve the negotiated letter of understanding in place for the Academy with such terms and conditions as outlined herein, it shall not assign teaching staff to the Academy pursuant to Section 1 herein.

Section 2. Academy Principal, Assistant Principal(s) and Employees other than Certified Teaching Personnel.

The Academy Principal shall be employed by one of the Fiscal Agents, and shall be responsible for and be the Academy Principal for all Consortium Campuses. The Academy Principal will be evaluated by the Fiscal Agent which employs the Principal. The Fiscal Agent employer may seek evaluation input from the other Fiscal Agents. The Principal shall provide leadership and direction to the Cooperative Program to be operated pursuant to this Agreement, and shall fulfill such duties as set forth in a job description approved by the Fiscal Agent which employs the Academy Principal. Such job description may be modified at the discretion of the Fiscal Agent which employs the Academy Principal, with input from the other Fiscal Agents.

Assistant Principals shall be employed by the Fiscal Agent of the Campus to which they are assigned. The Assistant Principal(s) will report to the Fiscal Agent employer and will receive assignments and direction from the Academy Principal. The Fiscal Agent employer of

the Assistant Principal(s) will evaluate the Assistant Principal. The Fiscal Agent employer may seek evaluation input from the Academy Principal. The Assistant Principal(s) shall fulfill such duties as set forth in a job description approved by the Fiscal Agent employer.

Employees other than certified teaching personnel shall be employed by the Fiscal Agent of the Campus site to which they are assigned. The terms and conditions of their employment are subject to the policies, procedures and applicable labor contracts of the Fiscal Agent.

VII. LIABILITIES

Section 1. Insurance.

A. Each Participating District will be solely and entirely responsible for acts or omissions attributable to it or its agents, employees, or subcontractors during the performance of this Agreement and agrees, to the extent permitted by law, to indemnify the Consortium, and all other parties to this Agreement from any claims and/or judgments arising from such acts or omissions.

B. Each Participating District and the Fiscal Agent District agree to maintain such insurance as will fully protect itself, its agents, employees, and subcontractors from any and all claims under Workers' Compensation Act or employer's liability laws and from any and all other claims of whatsoever kind or nature for damage to property or for personal injury, including death, which may arise from programming carried out under the terms of this Agreement. Each Participating District and the Fiscal Agent District shall annually provide the Consortium with certificates of insurance evidencing the required insurance coverages.

C. The Fiscal Agent for each Campus, on behalf of the Academy, shall maintain insurance naming the Academy as insured parties protecting against all liability or loss, and against all claims or actions based upon or arising out of damage or injury (including death) to persons or property caused by or sustained in connection with the performance of programming under this Agreement or by conditions created thereby, or based upon any violation of any constitutional provision, statute, ordinance, code, or regulation and the defense of any such claims or actions. In the event of uninsured liabilities of the nature described in this paragraph, the Participating District and/or Fiscal Agent District (as may be applicable) shall have sole responsibility for acts or omissions attributable to it, its employees, agents, or subcontractors and shall indemnify all other parties to this Agreement from claims and/or judgments resulting from such acts or omissions, including reasonable costs of defense.

D. Issues of liability, both legal and financial, shall be specific to the Campus a Participating District's students are attending. Liability will not extend beyond a particular Campus site.

VIII. NON-DISCRIMINATION

Section 1. Equal Employment Opportunity.

All parties agree that they will not discriminate against any employee or applicant for employment (with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment) because of race, color, age, sex, religion, national origin, height, weight, marital status, or handicap. The parties further agree that they will not discriminate against any student or participant because of race, color, sex, religion, national origin, or handicap, in the performance of programs and services under this Agreement.

Section 2. Non-Discrimination Clause.

Any contract to which the Consortium, any Participating District or the Fiscal Agent is a party, in connection with the performance of this Agreement, shall contain the non-discrimination covenant which is required to be included in such contracts, according to the laws of the State of Michigan.

IX. DISPUTE RESOLUTION

Section 1. Matters to be Submitted to Arbitration.

All disputes and controversies of every kind and nature between the parties to this Agreement arising out of or in connection with the performance of this Agreement or as to the existence, construction, validity, interpretation or meaning, performance, non-performance, enforcement, operation, breach, continuance, or termination/dissolution thereof, shall be submitted to arbitration pursuant to the procedure set forth in this Article if said disputes and controversies cannot be resolved through negotiation with the Fiscal Agent.

Section 2. Procedure.

A. Any party may demand such arbitration in writing within thirty (30) days after the controversy arises, which demand shall include the name of the arbitrator nominated by the party demanding arbitration, together with a written statement of the matter in controversy.

B. Within ten (10) days after receipt of such demand, the other parties shall either consent to the appointment of the arbitrator nominated by the party demanding arbitration, or in default of such naming, the dispute shall be referred to the American Arbitration Association for the selection of the arbitrator.

C. The arbitration costs and expenses of each party shall be borne by that party. The fees and expenses of the arbitrator shall be shared equally by the parties to the arbitration dispute.

D. The arbitration hearing shall be held within Oakland County, Michigan, upon at least thirty (30) days' advance notice to the parties.

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) and court rule (MCR 3.602).

F. The arbitration hearing shall be concluded within ninety (90) days unless otherwise ordered by the Arbitrator, and the award on the hearing shall be made within ninety (90) days after the close of the submission of evidence.

Section 3. Effect of Arbitration Award.

A. An award rendered by an arbitrator appointed under and pursuant to this Agreement shall be final and binding on all parties to the proceeding, and judgment on the award shall be enforceable and rendered in the Circuit Court for the 6th Judicial Circuit of Michigan (Oakland County).

B. Nothing contained in this Agreement shall be deemed to give the arbitrator any authority, power, or right to alter, change, amend, modify, add to, or subtract from any of the provisions of this Agreement.

Section 4. Arbitration as Bar to Suit.

A. The parties 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 party, except to enforce the award of the arbitrator.

X. MISCELLANEOUS

Section 1. Successor and Assigns.

Except as provided in Article III, Section 9, no Participating District or Fiscal Agent District shall assign this Agreement or any rights or obligations hereunder without the prior written consent of each other signatory Participating District to this Agreement. Such attempt at assignment without such prior written consent shall be void and of no force or effect. This Agreement shall insure to the benefit and shall be binding upon the successors and permitted assigns of the Participating and the Fiscal Agent Districts.

Section 2. Governing Law.

This Agreement shall be construed, performed, and enforced in accordance with, and governed by, the laws of the State of Michigan.

Section 3. Severability.

In the event that any part of this Agreement is declared by any court or other judicial or administrative body to be null, void, or unenforceable, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision, and to this end, the provisions hereof are severable.

Section 4. Notices.

A. All notices, requests, demands, or other communications under this Agreement shall be in writing and shall be deemed to have been duly given (i) on the date of service if served personally on the party to whom the notice is given at its address listed in this paragraph, or (ii) on the day after delivery to an overnight courier or the express mail service maintained by the United States Postal Service to the parties as follows:

[UPDATE AS NECESSARY]

B. Any party may change its address for the purpose of this paragraph by giving the Consortium notice of its new address in the manner set forth above.

Section 5. Amendment; Waivers.

This Agreement may be amended or modified, and any of the terms, covenants, representations, warranties, or conditions hereof may be waived, only by a written instrument executed by a majority of the Participating Districts. Any waiver by any party of any condition, or of the breach of any provision, term, covenant, representation, or warranty contained in this Agreement shall not be deemed nor construed as a continuing waiver of any such condition, or breach of any other provision, term, covenant, representation, or warranty of this Agreement.

Section 6. Entire Agreement.

This Agreement contains the entire understanding among the Participating Districts and Fiscal Agents with respect to the programs and services contemplated herein and supersedes all prior and contemporaneous agreements and understandings, oral or written, with regards to such programs. All schedules hereto and any policies, documents and instruments delivered pursuant to any provision hereof are expressly made a part of this Agreement.

Section 7. Further Matters.

The Participating Districts agree to perform such additional acts and execute such additional documents as are reasonably necessary to carry out this Agreement.

Section 8. Paragraph Headings.

The paragraph headings in this Agreement are for reference purposes only and shall not effect the meaning or interpretation of this Agreement.

Section 9. Authorization.

This Agreement has been duly authorized, executed, and delivered by the parties hereto and constitutes a legal, valid, and binding obligation of such parties, enforceable in accordance with its terms. Each individual's signature hereto represents and warrants that the signatory is duly authorized to execute this Agreement on behalf of the signatory's Participating District.

Section 10. Counterparts.

This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned K-12 School Districts of the State of Michigan have caused this Agreement to be executed by their duly authorized officers and representatives on the date hereof, as of which date this Agreement shall come into full force and effect.

DATED: _____

WITNESSED:

AVONDALE SCHOOL DISTRICT

By: _____
Its Superintendent

BERKLEY SCHOOL DISTRICT

By: _____
Its Superintendent

BIRMINGHAM SCHOOL DISTRICT

By: _____
Its Superintendent

BLOOMFIELD HILLS PUBLIC SCHOOLS

By: _____
Its Superintendent

CLAWSON PUBLIC SCHOOLS

By: _____
Its Superintendent

HURON VALLEY SCHOOL DISTRICT

By: _____
Its Superintendent

LAKE ORION COMMUNITY SCHOOL DISTRICT

By: _____
Its Superintendent

ROCHESTER COMMUNITY SCHOOLS

By: _____
Its Superintendent

SCHOOL DISTRICT OF THE CITY OF ROYAL
OAK

By: _____
Its Superintendent

SOUTH LYON COMMUNITY SCHOOLS

By: _____
Its Superintendent

TROY SCHOOL DISTRICT

By: _____
Its Superintendent

WATERFORD SCHOOL DISTRICT

By: _____
Its Superintendent

WEST BLOOMFIELD SCHOOL DISTRICT

By: _____
Its Superintendent

APPENDIX A

PARTICIPATING DISTRICTS

[UPDATE MEMBER DISTRICTS]

APPENDIX B

FINANCIAL INFORMATION

General

The Consortium and the Academies shall operate in accordance with the Uniform Budgeting and Accounting Act, being Public Act No. 2 of 1968, the State School Aid Act and all other state laws pertaining to the financial operation of the Academies.

Billing and Payment Schedule

The billing and payment schedule for the Per Pupil Charge, costs and assessment shall be in accordance with Article IV, Section 3 and Article V of the Agreement.

APPENDIX C

LEVELS OF PARTICIPATION*

Full Member Participating District

- Students attend per shares owned
- May request temporary discontinued status
- May share in assets, in event of dissolution
- First choice to fill additional 9th grade spaces, if available
- May fill additional upper class spaces, if available
- First choice to purchase additional shares, if available
- Pays full rate for every attending student

Temporary Discontinued Participating District

- Upper class students may attend, per shares owned
- 2nd choice to fill 9th grade spaces, if available; 2nd choice to purchase additional shares (in order by date of written request for temporary status)
- May share assets, in event of dissolution
- Pays full rate for every upper-class attending student
- May pay 50% of 9th grade shares, unless they are filled by other districts
- May reclaim full shares by requesting in writing by January 15th

First Right of Refusal non-Participating District (until youngest cohort graduates)

- Upper-class students may attend per shares owned
- Status is valid only until current youngest cohort graduates
- 3rd choice to fill additional 9th grade spaces, if available (would not count as cohort group)
- 3rd choice to purchase additional shares, if available
- Pays full rate for every upper-class attending student
- May pay 50% of 9th grade shares, unless they are filled by other districts

Unilateral Withdrawal Non-member

- Upper-class students may attend, per shares owned
- 4th choice to fill additional 9th grade spaces, if available (would not count as cohort group)
- Pays full rate for every upper-class attending student
- Forgoes right to purchase additional shares

Applicant – IA has written letter of application from appropriate district personnel on file

- 5th choice to fill additional 9th grade spaces, if available
- 4th choice to purchase shares, in order of received date on letter of application
- Pays full rate for every attending student

Guest

- 6th choice to fill additional 9th grade spaces, if available
- Pays full rate for every attending student

*This Appendix is a general summary of the features of membership participation. Specific terms, conditions and notice requirements are set forth in the Agreement. This Appendix is intended to be used

only as a general description and not determinative of the legal rights and obligations under the Agreement.

Overview of Types of Participation

		Students, per shares owned	One year waiver	Assets	Additional 9 th grade	Additional upper class spaces	Additional shares
Full member participant		X	X	X	1st	X	1st
Temporary Discontinue		X-1			2 nd		2 nd
1 st Right of Refusal		X-1, 2					3 rd
Alumni		X-2			3 rd		
Applicant					4 th		4 th
Guest					5 th		

1. Must pay 50% of 9th grade shares, unless they are filled by other districts
2. Other until current youngest cohort graduates

Participating District

Shares

Campus

APPENDIX D

<u>Campus</u>	<u>Fiscal Agent</u>
IA Bloomfield Hills Campus	Bloomfield Hills Public Schools
IA West	Huron Valley School District
IA East	Troy School District