



BAY MILLS
COMMUNITY COLLEGE
CHARTER SCHOOLS OFFICE

March 11, 2025

Jill Thompson
Michigan Department of Education
608 West Allegan Street
PO Box 30008
Lansing, MI 48909

Dear Ms. Thompson:

Attached please find Contract Amendment No. 4 for FlexTech High School-Shepherd. If you have any questions, please contact me at (906) 248-8446.

Sincerely,

Mariah Wanic

Mariah Wanic, Director of Charter Schools

Cc: Dawn Thomas, FlexTech High School-Shepherd Board President

CONTRACT AMENDMENT NO. 4

BETWEEN

BAY MILLS COMMUNITY COLLEGE
(AUTHORIZING BODY)

AND

FLEXTECH HIGH SCHOOL-SHEPHERD
(PUBLIC SCHOOL ACADEMY)

CONTRACT AMENDMENT NO. 4

FLEXTECH HIGH SCHOOL-SHEPHERD

In accordance with Article IX of the Terms and Conditions, incorporated as part of the Contract to Charter a Public School Academy and Related Documents, issued by **BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS** (“College Board”) to **FLEXTECH HIGH SCHOOL-SHEPHERD** (“Academy”) on **July 1, 2018** (“Contract”), the parties agree to amend the Contract as follows:

1. Amend Contract Schedule 7c Educational Programs, by adding at the end of the schedule the Cooperative Education Agreement between Shepherd Public Schools and FlexTech High School-Shepherd to provide FlexTech High School-Shepherd students with band and choir instruction, attached as Exhibit 1.

This amendment is hereby approved by the College board and the Academy through their authorized designees and shall have an effective date of December 10, 2024.



By: Mariah Wanic, Director of Charter Schools
Bay Mills Community College
Designee of the College Board

Dated: 3/11/2025


Dawn Thomas (Mar 11, 2025 11:38 EDT)

By: Dawn Thomas, Board President
FlexTech High School-Shepherd
Designee of the Academy Board

Dated: Mar 11, 2025

Exhibit 1

COOPERATIVE EDUCATION AGREEMENT

This Cooperative Education Agreement (the "Agreement") is made this ___ day of 10, December 2024 by and between **SHEPHERD PUBLIC SCHOOLS**, a Michigan school district, whose address is 321 South 4th Street, Shepherd, MI 48883 ("SPS"), and **FLEXTECH HIGH SCHOOL-SHEPHERD**, a Michigan public school academy, whose address is 380 West Blanchard Road, Shepherd, MI 48883 ("FlexTech") (individually, a "Party" and collectively, the "Parties").

WHEREAS, SPS and FlexTech desire to work cooperatively to provide FlexTech students ("Students") with band and choir instruction; and

WHEREAS, Each of the Parties is a "public school" as that term is defined in the Revised School Code, Public Act 451 of 1976, as amended, (the "Revised School Code") with the authority to carry out the programs described in this Agreement.

WHEREAS, pursuant to the Revised School Code, MCL 380.11a, a school district may exercise a power incidental or appropriate to the performance of any function related to the operation of the school district in the interests of public elementary and secondary education in the school district and 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; and

WHEREAS, pursuant to the Revised School Code, MCL 380.504a, a public school academy may enter into agreements with persons or entities as necessary for the operation, management, financing, and maintenance of the public school academy; and

WHEREAS, State School Aid Act Section 3, MCL 388.1603(5), and Pupil Accounting Manual Section 5-B further authorize school districts to enter into cooperative education programs, which are written voluntary agreements to provide certain educational programs for students in certain groups of districts; and

WHEREAS, the Board of each respective Party has delegated to the below indicated representative the authority to comply with, follow, and enforce the terms and conditions of this Agreement; and

WHEREAS, as part of this cooperative effort, FlexTech desires to engage SPS to perform said services under the following terms and conditions.

NOW THEREFORE, the Parties agree as follows:

1. Scope of Services. SPS agrees to provide band and choir instruction ("Services") to Students for the 2024-25 school year. Students will be registered and enrolled

in these courses during the 2024-25 school year. The Parties will mutually agree upon the course offerings and schedule availability for Students before the beginning of the school year in which the Agreement is in effect.

2. Location of Services. Students will attend course instruction at SPS. Students will be responsible for providing their own transportation to and from SPS for course instruction.
3. Course Curriculum. SPS will be responsible for the curriculum and grading system for each course provided to Students. SPS acknowledges that the courses offered are board-approved and count toward earning a high school diploma.
4. Qualifications. SPS agrees that its employees who perform Services will hold all required certifications, substitute permits, authorizations, approval, endorsements, and/or licensure, adhere to professional standards, and perform all services required under this Agreement in a manner consistent with generally accepted proficiency and competency for the type and nature of the services rendered.
5. Term. The term of this Agreement shall be effective as of August 30, 2024 (the "Effective Date") to July 1, 2025. The Parties may meet at least sixty (60) days prior to the expiration of the Term to consider and commence discussions regarding an extension of this Agreement.
6. Termination. Either Party reserves the right to terminate, for any reason, this Agreement at any time upon thirty (30) days' written notice to the other Party. A written notice of termination shall be provided by personal delivery, U.S. Certified Mail, or private courier such as FedEx or UPS. Notice is effective upon receipt.

In the event this Agreement is terminated by either party prior to the end of the term, absent unusual and compelling circumstances or pursuant to paragraph 7 of this Agreement, the termination will not become effective until the end of the then-current trimester.

7. Counting Pupils in Membership. Students receiving Services will meet the pupil membership eligibility requirements pursuant to the State School Aid Act. The Parties agree that, in full consideration of the Services provided, SPS will receive \$150/trimester/ for each eligible student enrolled in this program. SPS will receive this amount based on enrollment ten days after the start of the trimester. The Parties agree to complete all applicable paperwork pertaining to pupil accounting regarding this Agreement.
8. Records. SPS shall keep accurate records of enrollment, attendance, course schedules, and instructional hours for this program. FlexTech administrators

and faculty will have access to these records in accordance with the Family Educational Rights and Privacy Act ("FERPA"). 20 U.S.C. §1232g. The Parties shall maintain the required confidentiality of student and other records as required by FERPA and other applicable law. Directory information in SPS's possession may be subject to disclosure in accordance with the provisions of the Michigan Freedom of Information Act; MCL 15.231 et seq, or as otherwise permitted by law.

9. Background Checks. Pursuant to the requirements of Sections 1230 and 1230a of the Revised School Code, SPS shall perform a criminal history check through the Michigan State Police, as well as a criminal records check through the Federal Bureau of Investigation, with regard to any person who provides instructional services under this Agreement or who comes into regular contact with FlexTech Students while at SPS.
10. Compliance with Board Policies and All Applicable Rules. While Students are enrolled in this program, they are subject to SPS's rules and board policies. Any accidents or incidents involving Students will be promptly reported to FlexTech administration.
11. Non-Discrimination. The Parties agree not to discriminate against any individual based on race, color, religion, national origin, age, sex, sexual orientation, gender identity or expression, height, weight, or marital status in the performance of this Agreement. Breach of this covenant may be regarded as a material breach of this Agreement.
12. Assignment. Any assignment of this Agreement, by either Party, without the written consent of the other Party, shall be void and have no legal effect.
13. Entire Agreement. This Agreement sets forth all the covenants, agreements, stipulations, promises, conditions and understandings of the Parties concerning the activities and Services contemplated herein. No Party, or its respective Board members, employees, attorneys, consultants, advisors, agents, representatives or students, have made any covenant, agreement, stipulation, promise, condition or understanding, warranty or representation, either oral or written, other than set forth herein.
14. Amendment. This Agreement shall not be modified, altered or amended except by written agreement duly executed by all Parties to this Agreement in accordance with the terms hereof.
15. Severability. The invalidity of any article, section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions hereof which remain valid and will be enforced to the fullest extent permitted by law.

16. Headings. The headings in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit, enlarge or describe the scope or intent of this Agreement nor in any way shall affect this Agreement or the construction of any provision hereof.

17. Governing Law. This Agreement shall be governed by, construed and enforced in accordance with, the laws of the State of Michigan, and Parties consent to the jurisdiction and venue of the appropriate courts determined under Michigan law.


18. Authorized Signatory. All Parties represent that the individual executing this Agreement is duly authorized by, and has the authority to execute this Agreement and bind, the respective Party.

IN WITNESS WHEREOF, the Parties execute this Cooperative Education Agreement as of the Effective Date.

SHEPHERD PUBLIC SCHOOLS,
a Michigan school district

FLEXTECH HIGH SCHOOL-SHEPHERD,
a Michigan public school academy

By: C. Gauth

By: 
Dawn Thomas (Dec 9, 2024 15:44 EST)

Its: Superintendent

Its: Board President

Date: 12/10/24

Date: Dec 9, 2024