

*BAY MILLS COMMUNITY
COLLEGE*

A
**CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY
AND RELATED DOCUMENTS**

ISSUED BY

**BAY MILLS COMMUNITY COLLEGE
BOARD OF REGENTS
(AUTHORIZING BODY)**

TO

**MULTICULTURAL ACADEMY
(A PUBLIC SCHOOL ACADEMY)**

July 1, 2024

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RESOLUTIONS

BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS
PUBLIC SCHOOL ACADEMY AUTHORIZING BODY

RESOLUTION NO. 12-01

**Public School Academy, School of Excellence and Strict Discipline
Academy Board of Director Method of Selection Resolution**

WHEREAS, MCL 380.503 of the Revised School Code (“Code”), MCL 380.553, and MCL 380.1311e provide that an authorizing body “shall adopt a resolution establishing the method of selection, length of term, and number of members of the board of directors” of each public school academy, school of excellence, and strict discipline academy, respectively, subject to the authorizing body’s jurisdiction; and

WHEREAS, the Bay Mills Community College Board of Regents (the “College Board”) desires to establish a standard method of selection resolution related to appointments and service of the directors of the governing board of its authorized public school academies, schools of excellence, and strict discipline academies, and

WHEREAS, the College Board has determined that changes to the method of selection process are in the best interest of the College and that such changes be incorporated into all charter contracts issued by the College Board;

NOW, THEREFORE, BE IT RESOLVED, that the policy titled Public School Academy Board of Director Method of Selection dated January 20, 2012, is adopted; and

BE IT FURTHER RESOLVED, that these provisions shall be implemented with new charter contracts and shall be phased in for existing schools as new charter contracts are issued. As of this date, the College Board has not issued any charter contracts for schools of excellence and strict discipline academies, but the method of selection process established by this resolution shall apply to any future school that is authorized. The College’s Director of Charter Schools is authorized to implement changes in the terms and conditions of charter contracts to fully execute these provisions.

I, the undersigned, as Secretary of the Bay Mills Community College Board of Regents, do hereby certify the foregoing resolution was adopted by the Bay Mills Community College Board of Regents at a public meeting held on the 20th day of January, 2012, with a vote of 10 for, 0 opposed, and 1 abstaining.

By: 

John Paul Lufkins, Secretary

Dated: January 20, 2012

Public School Academy Board of Director Method of Selection

The Bay Mills Board of Regents ("College Board") declares that the method of selection, length of term, number of board members and other criteria shall be as follows:

Method of Selection and Appointment

The College Board shall prescribe the methods of appointment for members of the Academy Board. The College's Director of Charter Schools is authorized to develop and administer an Academy Board selection and appointment process that includes a *Public School Academy Board Member Appointment Questionnaire* and is in accord with these provisions:

1. Except as provided in paragraph 4 below, the College Board shall appoint the initial and subsequent Academy Board of Directors by formal resolution. The College's Director of Charter Schools shall recommend nominees to the College Board based upon a review of the nominees' *Public School Academy Board Member Appointment Questionnaire* and resume. Each nominee shall be available for interview by the College Board or its designee. The College Board may reject any and all Academy Board nominees proposed for appointment.
2. The Academy Board, by resolution and majority vote, shall nominate its subsequent members, except as provided herein. The Academy Board shall recommend to the Director of Charter Schools at least one nominee for each vacancy. Nominees shall submit the *Public School Academy Board Member Appointment Questionnaire* for review by the College's Charter Schools Office. The Director of Charter Schools may or may not recommend appointment of a nominee submitted by the Academy Board. If the Director of Charter Schools does not recommend the appointment of a nominee submitted by the Academy Board, he/she may select and recommend another nominee or may request the Academy Board submit a new nominee for consideration.
3. An individual appointed to fill a vacancy created other than by expiration of the term shall be appointed for the unexpired term of that vacant position.
4. Under exigent conditions, and with the approval of the College Board's Chair, the College's Director of Charter Schools may appoint a qualified individual to serve as a member of the Academy Board. All appointments made under this provision must be presented to the College Board for final determination at its next regularly scheduled meeting. The College Board reserves the right to review, rescind, modify, ratify, or approve any appointments made under the exigent conditions provision.

Dated: January 20, 2012

Length of Term

The director of an Academy Board shall serve at the pleasure of the College Board. Terms of the initial position of an Academy's Board of Directors shall be staggered in accordance with *The Academy Board of Director Table of Staggered Terms and Appointments* established and administered by the College's Charter Schools Office. Subsequent appointments shall be for a term of office not to exceed three (3) years, except as prescribed by *The Academy Board of Director Table of Staggered Terms and Appointments*.

Number of Directors

The number of board member positions shall never be fewer than five (5) nor more than nine (9), as determined from time to time by the College Board. If the Academy Board fails to attain or maintain its full membership by making appropriate and timely nominations, the College Board or the College's Director of Charter Schools may deem that failure an exigent condition.

A vacancy may be left on the initial Academy Board for a parent or guardian representative to allow sufficient time for the Academy Board to interview and identify potential nominees.

Qualifications of Members

To be qualified to serve on an Academy's Board of Directors, a person shall, among other things: (a) be a citizen of the United States; (b) be a resident of the State of Michigan; (c) submit all materials requested by the College's Charter Schools Office including, but not limited to, the *Public School Academy Board Member Appointment Questionnaire* which must include authorization to process a criminal background check of the nominee; and (d) submit annually a conflicts of interest disclosure as prescribed by the College's Charter Schools Office.

The member of the Academy Board of Directors shall include (1) at least one parent or guardian of a child attending the school; and (2) one professional educator, preferably a person with school administrative experience. The Academy's Board of Directors shall include representation from the local community in which the Academy serves.

The members of the Academy's Board of Directors shall not include (1) any member appointed or controlled by another profit or non-profit corporation; (2) Academy employees or independent contractors performing services for the Academy; (3) any current or former director, officer, or employee of a management company that contracts with the Academy; and (4) College officials or employees.

Oath of Public Office

Before beginning their service, all members of the Academy's Board of Directors shall take and sign the constitutional oath of office before a justice, judge, or clerk of a court, or before a notary public. The Academy shall cause a copy of such oath of office to be

Dated: January 20, 2012

filed with the College's Charter Schools Office. No appointment shall be effective prior to the taking, signing and filing of the oath of public office.

Removal and Suspension

If at anytime the College Board determines that an Academy Board member's service is no longer necessary, then the College Board may remove an Academy Board member with or without cause by notifying the affected Academy Board member. The notice shall specify the date when the Academy Board member's service ends. Any Academy Board member may also be removed by a two-thirds (2/3) vote of the Academy Board for cause.

With the approval of the College Board Chair, the College's Director of Charter Schools may suspend an Academy Board member's service, if in his/her judgment the member's continued presence would constitute a risk to persons or property, or would seriously impair the operations of the Academy. Any suspension made under this provision must be presented to the College Board for final determination at its next regularly scheduled meeting. The College Board reserves the right to review, rescind, modify, ratify, or approve any suspension made under this provision.

Tenure

Each Academy Board member shall hold office until the member's replacement, death, resignation, removal or until the expiration of the term, whichever occurs first.

Resignation

Any Academy Board member may resign at any time by providing written notice to the Academy or the College's Charter Schools Office. Notice of resignation will be effective upon receipt or at a subsequent time designated in the notice. Any Academy Board member who fails to attend three (3) consecutive Academy Board meetings without prior notification to the Academy Board President, may, at the option of the Academy Board, the College Board, or the College's Director of Charter Schools, be deemed to have resigned, effective at a time designated in a written notice sent to the resigning Academy Board member. A successor shall be appointed as provided by the method of selection adopted by the College Board.

Board Vacancies

An Academy Board vacancy shall occur because of death, resignation, replacement, removal, failure to maintain United States citizenship or residency in the State of Michigan, disqualification, enlargement of the Academy Board, or as specified in the Code.

Compensation

Academy Board members shall serve as volunteer directors and without compensation for their respective services. By resolution of the Academy Board, the Academy Board

Dated: January 20, 2012

**BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS
PUBLIC SCHOOL ACADEMY AUTHORIZING BODY**

RESOLUTION NO. 23-86

Contract Reauthorization

WHEREAS, the Bay Mills Community College Board of Regents (the “College Board”), as the governing body of a federal tribally-controlled community college, is an authorizing body empowered to authorize and issue contracts to operate public school academies, and to establish the method of selection, length of term, and number of members of a public school academy’s Board of Directors; and

WHEREAS, on July 1, 2020, the College Board issued to **Multicultural Academy** (the “Academy”) a Contract to Charter a Public School Academy (the “Charter Contract”); and

WHEREAS, the Charter Contract will expire on June 30, 2024 and the Academy has asked the College Board to issue a new contract to charter a public school academy for a term of eight (8) years; and

WHEREAS, the College Charter Schools Office has completed its evaluation and assessment of the Academy’s operation and performance related to the Charter Contract, and the College Charter Schools Office recommends that the College Board issue a new contract to charter a public school academy to the Academy for a term not to exceed four (4) years, beginning July 1, 2024;


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

NOW, THEREFORE, BE IT RESOLVED:

1. The College Board takes the following action related to issuing a Contract to Charter a Public School Academy and Related Documents (“Contract”) to the Academy:
 - a. The College Board approves the form of the Contract and related documents as submitted to and reviewed by the College Board;
 - b. The College Board approves and authorizes the issuance of the Contract and related documents and authorizes Mariah Wanic, College Board Designee, to execute the Contract and related documents issued by the College Board to the Academy, provided, that, before execution of the Contract, the College Chairperson affirms the following:

- (1) that all terms of the Contract have been agreed upon and the Academy is able to comply with all terms and conditions of the Contract; and
 - (2) that the Contract is substantially similar to the Contract approved by the College Board, with the only changes being those made by the College Board's Designee in consultation with legal counsel for the College Board that are in the best interests of the College Board.
- c. The College Board Designee may agree to a term of Contract not to exceed (4) academic years and not to extend beyond June 30, 2028.
2. That the current Academy Board members shall continue to serve in their current positions until the end of their term in office. All subsequent Academy Board appointments shall be made in accordance with the College Board's method of selection resolution.

I, the undersigned, as Secretary of the Bay Mills Community College Board of Regents, do hereby certify the foregoing resolution was adopted by the Bay Mills Community College Board of Regents at a public meeting held on the 30th day of October, 2023, with a vote of 1 for, 0 opposed, 1 abstaining, and 1 absent.

By: 
Beverly Carrick, Secretary

**CONTRACT TERMS
AND CONDITIONS**

**TERMS AND CONDITIONS
OF CONTRACT**

DATED: JULY 1, 2024

ISSUED BY

THE BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS

TO

MULTICULTURAL ACADEMY

CONFIRMING THE STATUS OF

MULTICULTURAL ACADEMY

AS A

MICHIGAN PUBLIC SCHOOL ACADEMY

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Exhibit A - Resolutions

WHEREAS, the People of Michigan through their Constitution have provided that schools and the means of education shall forever be encouraged and have authorized the Legislature to maintain and support a system of free public elementary and secondary schools; and

WHEREAS, all public schools are subject to the leadership and general supervision of the State Board of Education; and

WHEREAS, the Michigan Legislature has authorized an alternative form of public school designated a “public school academy” to be created to serve the educational needs of pupils and has provided that pupils attending these schools shall be eligible for support from the State School Aid Fund; and

WHEREAS, the Michigan Legislature has delegated to the governing boards of state public universities, community college boards, including tribally controlled community college boards, intermediate school district boards and local school district boards, the responsibility for authorizing the establishment of public school academies; and

WHEREAS, the Bay Mills Community College Board of Regents has considered the authorization of the Academy and has approved the issuance of a contract to the Academy;

NOW, THEREFORE, pursuant to the Revised School Code, the College Board grants a contract conferring certain rights, franchises, privileges, and obligations of a public school academy and confirms the status of a public school academy in this state to the Academy. In addition, the parties agree that the granting of this Contract is subject to the following terms and conditions:

ARTICLE I

DEFINITIONS

Section 1.1. Certain Definitions. For purposes of this Contract, and in addition to the terms defined throughout this Contract, each of the following words or expressions, whenever initially capitalized, shall have the meaning set forth in this section:

- (a) “Academy” means the Michigan nonprofit corporation named Multicultural Academy which is established as a public school academy pursuant to this Contract.
- (b) “Academy Board” means the Board of Directors of the Academy.
- (c) “Applicable Law” means all state and federal law applicable to public school academies, including

all rules, regulations, and orders promulgated thereunder.

- (d) “Application” means the public school academy application and supporting documentation submitted to the College Board for the establishment of the Academy and supplemented by material submitted pursuant to the College Board’s requirements for reauthorization.
- (e) “Authorizing Resolution” means Resolution No. 23-86 adopted by the College Board on October 30, 2023.
- (f) “Charter Schools Office Director” or “CSO Director” means the person designated by the College Board to administer the operations of the Charter Schools Office.
- (g) “Charter Schools Office” or “CSO” means the office designated by the College Board as the initial point of contact for public school academy applicants and public school academies authorized by the College Board. The Charter Schools Office is also responsible for administering the College Board’s responsibilities with respect to the Contract.
- (h) “Code” means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1853 of the Michigan Compiled Laws.
- (i) “College” means Bay Mills Community College, a federally tribally controlled community college that is recognized under the tribally controlled colleges and universities assistance act of 1978, 25 USC 1801 et seq., and which has been determined by the Michigan Department of Education to meet the requirements for accreditation by a recognized regional accreditation body.
- (j) “College Board” means the Bay Mills Community College Board of Regents, an authorizing body as

designated under Section 501 of the Code, MCL 380.501 et seq.

- (k) “College Board Chairperson” means the Chairperson of the Bay Mills Community College Board of Regents or his or her designee. In Section 1.1(l) below, “College Board Chairperson” means the Board Chairperson of the Bay Mills Community College Board of Regents.
- (l) “College Charter Schools Hearing Panel” or “Hearing Panel” means such person(s) as designated by the College Board Chairperson.
- (m) “Community District” means a community school district created under part 5B of the Code, MCL 380.381 et seq.
- (n) “Conservator” means the individual appointed by the College President in accordance with Section 10.9 of these Terms and Conditions.
- (o) “Contract” means, in addition to the definition set forth in the Code, these Terms and Conditions, Exhibit A containing the Authorizing Resolution and the Resolution, the Master Calendar, the ESP Policies, the Lease Policies, the Schedules, and the Application.
- (p) “Director” means a person who is a member of the Academy Board of Directors.
- (q) “Educational Service Provider” or “ESP” means an educational management organization as defined under section 503c of the Code, MCL 380.503c, that has entered into a contract or agreement with the Academy Board for operation or management of the Academy, which contract has been submitted to the CSO Director for review as provided in Section 11.11 and has not been disapproved by the CSO Director, and is consistent with the CSO Educational Service Provider Policies, as they may be amended from time to time, and Applicable Law.

- (r) “Educational Service Provider Policies” or “ESP Policies” means those policies adopted by the Charter Schools Office that apply to a Management Agreement. The Charter Schools Office Director may, at any time and at his or her sole discretion, amend the ESP Policies. The ESP Policies in effect as of this date are incorporated into and part of this Contract. Upon amendment, changes to the ESP Policies shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.
- (s) “Fund Balance Deficit” means the Academy has more liabilities than assets at the end of any given school fiscal year, and includes any fiscal year where the Academy would have had a budget deficit but for a financial borrowing by the Academy or a monetary contribution by an Educational Service Provider or other person or entity to the Academy. If the Academy receives a gift or grant of money or financial support from an Educational Service Provider or other person or entity that does not require repayment by the Academy, and is not conditioned upon the actions or inactions of the Academy Board, then such gift or grant shall not constitute a financial borrowing or contribution for purposes of determining a Fund Balance Deficit.
- (t) “Lease Policies” means those policies adopted by the Charter Schools Office that apply to real property lease agreements entered into by the Academy. The Charter Schools Office Director may, at any time and at his or her sole discretion, amend the Lease Policies. The Lease Policies in effect as of this date are incorporated into and part of this Contract. Upon amendment, changes to the Lease Policies shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.
- (u) “Management Agreement” or “ESP Agreement” means an agreement as defined under section 503c

of the Code, MCL 380.503c, that has been entered into between an ESP and the Academy Board for the operation and/or management of the Academy, which has been submitted to the CSO Director for review as provided in Section 11.11, and has not been disapproved by the CSO Director.

- (v) “Master Calendar” or “MCRR” means the Master Calendar of Reporting Requirements developed and administered by the Charter Schools Office setting forth a reporting time line for certain governance, financial, administrative, facility and educational information relating to the Academy. The Charter Schools Office Director may, at any time and at his or her sole discretion, amend the Master Calendar. Upon amendment, changes to the Master Calendar shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.
- (w) “President” means the President of Bay Mills Community College or his or her designee.
- (x) “Resolution” means Resolution No. 12-01 adopted by the College Board on January 20, 2012, establishing the standard method of selection, length of term and number of members format for public school academies issued a Contract by the College Board, as amended from time to time.
- (y) “Schedules” means the following Contract documents of the Academy: Schedule 1: Articles of Incorporation, Schedule 2: Bylaws, Schedule 3: Fiscal Agent Agreement, Schedule 4: Oversight Agreement, Schedule 5: Description of Staff Responsibilities, Schedule 6: Physical Plant Description, and Schedule 7: Required Information for Public School Academies.
- (z) “State Board” means the State Board of Education, established pursuant to Article 8,

Section 3 of the 1963 Michigan Constitution and MCL 388.1001 et seq.

- (aa) “State School Reform/Redesign Office” means the office created within the Michigan Department of Technology Management and Budget by Executive Reorganization Order 2015-02, codified at MCL 18.445, and transferred from the Michigan Department of Technology Management and Budget to the Michigan Department of Education by Executive Reorganization Order 2017-02, codified at MCL 388.1282.
- (bb) “Superintendent” means the Michigan Superintendent of Public Instruction.
- (cc) “Terms and Conditions” means this document entitled “Terms and Conditions of Contract, Dated July 1, 2024, Issued by the Bay Mills Community College Board of Regents to Multicultural Academy Confirming the Status of Multicultural Academy as a Michigan Public School Academy.”

Section 1.2. Captions. The captions and headings used in this Contract are for convenience only and shall not be used in construing the provisions of this Contract.

Section 1.3. Gender and Number. The use of any gender in this Contract shall be deemed to be or include the other genders, including neuter, and the use of the singular shall be deemed to include the plural (and vice versa) wherever applicable.

Section 1.4. Statutory Definitions. Statutory terms defined in Part 6A of the Code shall have the same meaning in this Contract.

Section 1.5. Schedules. All Schedules to this Contract are incorporated into, and made part of, this Contract.

Section 1.6. Application. The Application submitted to the College Board for the establishment of the Academy is incorporated into, and made part of, this Contract. Portions of the Applicant’s Application have been incorporated into this Contract. In the event that there is an inconsistency or dispute between materials in the Application and the Contract, the language or provisions in the Contract shall control.

Section 1.7. Conflicting Contract Provisions. In the event that there is a conflict between language contained in the provisions of this Contract, the Contract shall be interpreted as follows: (i) the Resolution shall control over any other conflicting language in the Contract; (ii) the Authorizing Resolution shall control over any other conflicting language in the Contract with the exception of language in the Resolution; (iii) the Terms and Conditions shall control over any other conflicting language in the Contract with the exception of language in the Resolution and the Authorizing Resolution; and (iv) the Articles of Incorporation shall control over any other conflicting language in the Contract with the exception of language in the Resolution, Authorizing Resolution and these Terms and Conditions.

ARTICLE II

RELATIONSHIP BETWEEN THE ACADEMY AND THE COLLEGE BOARD

Section 2.1. Independent Status of Bay Mills Community College. The College Board is an authorizing body as defined by the Code. In approving this Contract, the College Board voluntarily exercises additional powers given to the College Board under the Code. Nothing in this Contract shall be deemed to be any waiver of the College Board's autonomy or powers and the Academy shall not be deemed to be a part of the College Board or the College. If applicable, the College Board has provided to the Department the accreditation notice required under Section 502 of the Code, MCL 380.502.

Section 2.2. Independent Status of the Academy. The Academy is a body corporate and governmental entity authorized by the Code. The Academy is organized and shall operate as a public school academy and a nonprofit corporation. The Academy is not a division or part of the College Board or the College. The relationship between the Academy and the College Board is based solely on the applicable provisions of the Code and the terms of this Contract or other agreements between the College Board and the Academy, if applicable.

Section 2.3. Financial Obligations of the Academy Are Separate From the State of Michigan, College Board and the College. Any contract, agreement, note, mortgage, loan or other instrument of indebtedness entered into by the Academy and a third party shall not in any way constitute an obligation, either general, special, or moral, of the State of Michigan, the College Board, or the College. Neither the full faith and credit nor the taxing power of the State of Michigan or any agency of the State, nor the full faith and credit of the College Board or the College shall ever be assigned or pledged for the payment of any Academy contract, agreement, note, mortgage, loan or other instrument of indebtedness.

Section 2.4. Academy Has No Power To Obligate or Bind State of Michigan, the College Board or the College. The Academy has no authority whatsoever to enter into any contract or other agreement that would financially obligate the State of Michigan, College Board or the College, nor does the Academy have any authority whatsoever to make any representations to

lenders or third parties, that the State of Michigan, College Board or the College in any way guarantee, are financially obligated, or are in any way responsible for any contract, agreement, note, mortgage, loan or other instrument of indebtedness entered into by the Academy.

ARTICLE III

ROLE OF THE COLLEGE BOARD AS AUTHORIZING BODY

Section 3.1. College Board Resolutions. The College Board has adopted the Resolution providing for the method of selection, length of term, number of Directors and the qualification of Directors. The College Board has adopted the Authorizing Resolution which approves the issuance of this Contract. The Resolution and the Authorizing Resolution are hereby incorporated into this Contract as Exhibit A. At any time and at its sole discretion, the College Board may amend the Resolution. Upon College Board approval, changes to the Resolution shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.

Section 3.2. College Board as Fiscal Agent for the Academy. The College Board is the fiscal agent for the Academy. As fiscal agent, the College Board assumes no responsibility for the financial condition of the Academy. The College Board is not liable for any debt or liability incurred by or on behalf of the Academy, or for any expenditure approved by or on behalf of the Academy Board. Except as provided in the Oversight Agreement and Article X of these Terms and Conditions, the College Board shall promptly, within five (5) business days of receipt, forward to the Academy all state school aid funds or other public or private funds received by the College Board for the benefit of the Academy. The responsibilities of the College Board, the State of Michigan, and the Academy are set forth in the Fiscal Agent Agreement incorporated herein as Schedule 3.

Section 3.3. Oversight Responsibilities of the College Board. The College Board has the responsibility to oversee the Academy's compliance with the Contract and all Applicable Law. The responsibilities of the Academy and the College Board are set forth in the Oversight Agreement executed by the parties and incorporated herein as Schedule 4.

Section 3.4. Reimbursement of College Board Expenses. The Academy shall pay the College Board an administrative fee to reimburse the College Board for the expenses associated with the execution of its authorizing body and oversight responsibilities. The terms and conditions of the administrative fee are set forth in Schedule 4.

Section 3.5. College Board Approval of Condemnation. In the event that the Academy desires to acquire property pursuant to the Uniform Condemnation Procedures Act or other applicable statutes, it shall obtain express written permission for such acquisition from the College Board. The Academy shall submit a written request to the College Board describing the proposed acquisition and the purpose for which the Academy desires to acquire the property. Provided the Academy Board submits the written request at least sixty (60) days before the College Board's

next regular meeting, the College Board shall vote on whether to give express written permission for the acquisition at its next regular meeting.

Section 3.6. Authorization of Employment. The College Board authorizes the Academy to employ or contract directly with personnel according to the position information outlined in Schedule 5. However, the Academy Board shall prohibit any individual from being employed by the Academy, an Educational Service Provider or an employee leasing company involved in the operation of the Academy, in more than one (1) full-time position and simultaneously being compensated at a full-time rate for each of these positions. Additionally, the Academy Board shall require each individual who works at the Academy to disclose to the Academy Board any other public school or educational service provider at which that individual works or to which that individual provides services. An employee hired by the Academy shall be an employee of the Academy for all purposes and not an employee of the College for any purpose. With respect to Academy employees, the Academy shall have the power and responsibility to (i) recruit, select and engage employees; (ii) pay their wages; (iii) evaluate performance; (iv) discipline and dismiss employees; and (v) control the employees' conduct, including the method by which the employee carries out his or her work. The Academy Board shall be responsible for carrying workers' compensation insurance and unemployment insurance for its employees. The Academy shall ensure that the term or length of any employment contract or consultant agreement does not extend beyond the term of this Contract and shall terminate in the event this Contract is revoked or terminated. In no event may an Academy employee's employment contract term, inclusive of automatic renewals, extend beyond the term of this Contract.

Section 3.7. Code Requirements for College Board to Act as Authorizing Body. The College Board has complied with the requirements of Section 1475 of the Code, MCL 380.1475, and will continue to comply with the Code during the term of this Contract.

Section 3.8. College Board Subject to Open Meetings Act. As required by Section 1475 of the Code, MCL 380.1475, College Board meetings conducted for the purpose of carrying out or administering any authorizing body function shall be administered in accordance with the Open Meetings Act, MCL 15.261 et seq.

Section 3.9. College Board Authorizing Body Activities Subject to Freedom of Information Act. As required by Section 1475 of the Code, MCL 380.1475, all authorizing body functions performed by the College Board shall be subject to public disclosure in accordance with the Freedom of Information Act, MCL 15.231 et seq.

Section 3.10. College Board Review of Certain Financing Transactions. In the event that the Academy desires to finance the acquisition, by lease, purchase, or other means, of facilities or equipment, in excess of \$150,000, pursuant to arrangements calling for payments over a period greater than one (1) year, and which include a pledge, assignment or direction to one or more third parties of a portion of the funds to be received by the Academy from the State of Michigan pursuant to the State School Aid Act of 1979, as amended, being MCL 388.1601 et seq., then Academy shall obtain prior review for such financing from the College Board. The Academy shall submit a written request to the College Board describing the proposed financing transaction, and the

facilities or equipment to be acquired with the proceeds thereof. Provided the Academy submits the written request at least sixty (60) days before the College Board's next regular meeting, the College Board shall vote on whether to disapprove the proposed financing transaction at the next meeting. If the proposed transaction is not disapproved, the College Board may still condition the decision not to disapprove on compliance by the Academy and any lender, lessor, seller or other party with such terms as the College Board deems appropriate under the circumstances. If the proposed transaction is disapproved, such disapproval may, but shall not be required to, state one or more conditions which, if complied with by the Academy and any lender, lessor, seller or other party, would cause such disapproval to be deemed withdrawn. No transaction described in this Section may be entered into by the Academy if the proposed transaction is disapproved by the College Board. By not disapproving a proposed transaction, the College Board is in no way giving approval of the proposed transaction, or representing that the Academy has the ability to meet or satisfy any of the terms or conditions thereof.

Section 3.11. Authorizing Body Contract Authorization Process. Pursuant to the Code, the College Board is not required to issue a contract to the Academy. This Contract is for a fixed term and will terminate at that end of the Contract term set forth in Section 12.9 without any further action of either the Academy or the College Board. The Academy shall seek a new contract by making a formal request to the College Board in writing at least two years prior to the end of the Contract term. The College Board shall provide to the Academy a description of the timeline and process by which the Academy may be considered for issuance of a new contract. The timeline and process for consideration of whether to issue a new contract to the Academy shall be solely determined by the College Board. The standards for the issuance of a new contract shall include increases in academic achievement for all groups of pupils as measured by assessments and other objective criteria established by the College Board as the most important factor of whether to issue or not issue a new contract. The College Board, at its own discretion, may change its timeline and process for issuance of a new contract at any time, and any such changes shall take effect automatically without the need for any amendment to the Contract. Consistent with the Code, the College Board may elect, at its sole discretion, not to consider the issuance of a contract, consider reauthorization of the Academy and elect not to issue a contract, or consider reauthorization of the Academy and issue a contract for a fixed term.

Section 3.12. College Board's Invitation to Academy to Apply For Conversion to Schools of Excellence. If the College Board is interested in accepting applications to issue contracts to charter Schools of Excellence under Part 6E of the Code, and the College Board determines that the Academy meets the College Board's and the Code's eligibility criteria for applying to convert the Academy to a School of Excellence, then the College Board may invite the Academy to submit an application to apply for a contract to convert the Academy to a school of excellence. In accordance with the Code, the College Board shall establish its own competitive application process and provide the necessary forms and procedures to eligible public school academies.

ARTICLE IV

REQUIREMENT THAT THE ACADEMY ACT SOLELY AS GOVERNMENTAL ENTITY

Section 4.1. Limitation on Actions in Performance of Governmental Functions. The Academy shall act exclusively as a governmental entity and shall not undertake any action inconsistent with its status as a governmental entity authorized to receive state school aid funds pursuant to Section 11 of Article IX of the State Constitution of 1963.

Section 4.2. Other Permitted Activities. Consistent with the provisions of this Contract, the Academy is permitted to engage in lawful activities that are not in derogation of the Academy's mission and status of operating a public school academy or that would not jeopardize the eligibility of the Academy for state school aid funds.

Section 4.3. Academy Board Members Serve In Their Individual Capacity. All Directors of the Academy Board shall serve in their individual capacity, and not as a representative or designee of any other person or entity. A person who does not serve in their individual capacity, or who serves as a representative or designee of another person or entity, shall be deemed ineligible to continue to serve as a Director of the Academy Board. A Director who violates this Section shall be removed from office, in accordance with the removal provisions found in the Resolution or Schedule 2: Bylaws. As set forth in the Resolution, a Director serves at the pleasure of the College Board, and may be removed with or without cause at any time.

Section 4.4. Incompatible Public Offices and Conflicts of Interest Statutes. The Academy shall comply with the Incompatible Public Offices statute, being MCL 15.181 et seq. of the Michigan Compiled Laws, and the Contracts of Public Servants with Public Entities statute, being MCL 15.321 et seq. of the Michigan Compiled Laws. The Academy Board shall ensure compliance with Applicable Law relating to conflicts of interest. Notwithstanding any other provision of this Contract, the following shall be deemed prohibited conflicts of interest for purposes of this Contract:

- (a) An individual simultaneously serving as an Academy Board member and as an owner, officer, director, employee or consultant of or independent contractor to an Educational Service Provider or an employee leasing company, or a subcontractor to an Educational Service Provider or an employee leasing company that has an ESP Agreement with the Academy;
- (b) An individual simultaneously serving as an Academy Board member and an Academy employee;

- (c) An individual simultaneously serving as an Academy Board member and an independent contractor to the Academy;
- (d) An individual simultaneously serving as an Academy Board member and a member of the governing board of another public school;
- (e) An individual simultaneously serving as an Academy Board member and a College official, employee, or paid consultant, as a representative of the College; and
- (f) An individual simultaneously serving as an Academy Board member and having an ownership or financial interest in any real or personal property leased or subleased to the Academy.

Section 4.5. Prohibition of Identified Family Relationships. The Academy Board shall prohibit specifically identified family relationships pursuant to Applicable Law and the Terms and Conditions of this Contract. Notwithstanding any other provision of this Contract, the following shall be deemed prohibited familial relationships for the purposes of this Contract:

- (a) No person shall be appointed or reappointed to serve as an Academy Board member if the person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or same-sex domestic partner:
 - (i) Is employed by the Academy;
 - (ii) Works at or is assigned to work at the Academy;
 - (iii) Has an ownership, officer, policymaking, managerial, administrative non-clerical, or other significant role with the Academy's ESP or employee leasing company; or
 - (iv) Has an ownership or financial interest in any school building lease or sublease agreement with the Academy.
- (b) The Academy Board shall require each individual who works at the Academy to annually disclose any familial relationship with any other individual who works at, or provides services to, the Academy. For purposes of this subsection, familial relationship means a person's mother,

mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or same-sex domestic partner.

Section 4.6. Dual Employment Positions Prohibited. Any person working at the Academy is prohibited by law from being employed at the Academy in more than one full-time position and simultaneously being compensated for each position.

Section 4.7. Oath of Public Office. Academy Board members are public officials. Before entering upon the duties of a public school board member, each Academy Board member shall take, sign and file the constitutional oath of office with the Charter Schools Office.

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

ARTICLE V

CORPORATE STRUCTURE OF THE ACADEMY

Section 5.1. Nonprofit Corporation. The Academy shall be organized and operated as a public school academy corporation organized under the Michigan Nonprofit Corporation Act, as amended, Act No. 162 of the Public Acts of 1982, being Sections 450.2101 to 450.3192 of the Michigan Compiled Laws. Notwithstanding any provision of the Michigan Nonprofit Corporation Act, as amended, the Academy shall not take any action inconsistent with the provisions of Part 6A of the Code or other Applicable Law.

Section 5.2. Articles of Incorporation. The Articles of Incorporation of the Academy, as set forth in Schedule 1, shall be the Articles of Incorporation of the Academy. Any subsequent amendments to the Academy's Articles of Incorporation shall only be incorporated into this Contract pursuant to Article IX of these Terms and Conditions.

Section 5.3. Bylaws. The Bylaws of the Academy, as set forth in Schedule 2, shall be the Bylaws of the Academy. Any subsequent amendments to the Academy's Bylaws shall only be incorporated into this Contract pursuant to Article IX of these Terms and Conditions.

Section 5.4. Quorum. Notwithstanding any document in the Contract that is inconsistent with this Section, including the Academy's Articles of Incorporation and Bylaws, a quorum of the Academy Board that is necessary to transact business and to take action shall be a majority of the Academy Board member positions as set by the Authorizing Resolution.

ARTICLE VI

OPERATING REQUIREMENTS

Section 6.1. Governance Structure. The Academy shall be organized and administered under the direction of the Academy Board and pursuant to the Governance Structure as set forth in Schedule 7a. The Academy shall have four officers: President, Vice-President, Secretary and Treasurer. The officer positions shall be filled by persons who are members of the Academy Board. A description of their duties is included in Schedule 2.

Section 6.2. Educational Goals. The Academy shall pursue the educational goals identified in Schedule 7b. The educational goals shall include demonstrated improved pupil academic achievement for all groups of pupils.

Section 6.3. Educational Programs. The Academy shall deliver the educational programs identified in Schedule 7c.

Section 6.4. Curriculum. The Academy shall implement and follow the curriculum identified in Schedule 7d.

Section 6.5. Method of Pupil Assessment. The Academy shall evaluate pupils' work based on the assessment strategies identified in Schedule 7e. The Academy also shall assess pupil performance using all applicable testing that the Code or the Contract require. The Academy shall provide the Charter Schools Office with copies of reports, assessments and test results concerning the following:

- (a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the Charter Schools Office;
- (b) an assessment of student performances at the end of each academic school year or at such other times as the College Board may reasonably request;
- (c) an annual education report in accordance with the Code;
- (d) an annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration, or a program of testing approved by the Charter Schools Office; and
- (e) all tests required under Applicable Law.

Section 6.6. Application and Enrollment of Students. The Academy shall comply with the application and enrollment policies identified in Schedule 7f. With respect to the Academy's pupil admissions process, the Academy shall provide any documentation or information requested by the Charter Schools Office that demonstrates the following:

- (a) The Academy has made a reasonable effort to advertise its enrollment efforts to all pupils; and
- (b) The Academy's open enrollment period was for a duration of at least 2 weeks and permitted the enrollment of pupils at times in the evening and on weekends.

Section 6.7. School Calendar and School Day Schedule. The Academy shall comply with the school calendar and school day schedule guidelines as set forth in Schedule 7g.

Section 6.8. Age or Grade Range of Pupils. The Academy shall comply with the age and grade ranges as stated in Schedule 7h.

Section 6.9. Collective Bargaining Agreements. Collective bargaining agreements, if any, with employees of the Academy shall be the responsibility of the Academy.

Section 6.10. Accounting Standards. The Academy shall at all times comply with generally accepted public sector accounting principles and accounting system requirements that comply with the Code, this Contract, the State School Aid Act of 1979, as amended, and applicable State Board of Education and Department of Education rules.

Section 6.11. Annual Financial Statement Audit. The Academy shall conduct an annual financial statement audit prepared and reviewed by an independent certified public accountant. The Academy Board shall select, retain, and pay the Academy's independent auditor. The Academy Board shall not approve the retention of any independent auditor if that independent auditor or the auditor's firm is also performing accounting and/or auditing services for the Academy's Educational Service Provider, if any. In accordance with timeframes set forth in the Master Calendar, the Academy shall submit one (1) copy of the annual financial statement audit, auditor's management letters and any responses to auditor's management letters to the Charter Schools Office.

Section 6.12. Address and Description of Physical Plant; Process for Expanding Academy's Site Operations. The address and description of the physical plant for the Academy is set forth in Schedule 6. With the approval of the College Board, the Academy Board may operate the same configuration of age or grade levels at more than one (1) site if each configuration of age or grade levels and each site identified in Schedule 6 are under the direction and control of the Academy Board.

The College Board's process for evaluating and approving the same configuration of age or grade levels at more than one (1) site is as follows:

By formal resolution, the Academy Board may request the authority to operate the same configuration of age or grade levels at more than one site. The Academy Board shall submit to the CSO a contract amendment, in a form and manner determined by the CSO. The contract amendment shall include all information requested by the CSO, including detailed information about the site, the Academy's proposed operations at the site and the information provided in Contract Schedules 4, 5, 6 and 7. Upon receipt of a complete contract amendment, the CSO Director shall review the contract amendment and make a recommendation to the College Board on whether the Academy's request for site expansion should be approved. A positive recommendation by the CSO Director of the contract amendment shall include a determination by the CSO Director that the Academy is operating in compliance with the Contract and is making measurable progress toward meeting the Academy's educational goals. The College Board may consider the Academy Board's site expansion request contract amendment following submission by the CSO Director of a positive recommendation. If the College Board approves the Academy Board's site expansion request contract amendment, the Contract shall be amended in accordance with Article IX of these Terms and Conditions. The College Board reserves the right to modify, reject or approve any site expansion request contract amendment in its sole and absolute discretion.

Section 6.13. Contributions and Fund Raising. The Academy may solicit and receive contributions and donations as permitted by law. No solicitation shall indicate that a contribution to the Academy is for the benefit of the College or the College Board.

Section 6.14. Disqualified Organizational or Contractual Affiliations. The Academy shall comply with all state and federal law applicable to public schools concerning church-state issues. To the extent disqualified under the state or federal constitutions, the Academy shall not be organized by a church or other religious organization and shall not have any organizational or contractual affiliation with or constitute a church or other religious organization. Nothing in this Section shall be deemed to diminish or enlarge the civil and political rights, privileges and capacities of any person on account of his or her religious belief.

Section 6.15. Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Targeted Educational Outcomes. The Academy shall perform the compliance certification duties required by the College Board and outlined in the Oversight Agreement set forth as Schedule 4. In addition to the College Board's oversight responsibilities and other reporting requirements set forth in this Contract, the Academy's compliance certification duties shall serve as the method for monitoring the Academy's compliance with Applicable Law and its performance in meeting its educational goals.

Section 6.16. Matriculation Agreements. Before the Academy Board approves a matriculation agreement with another public school, the Academy shall provide a draft copy of the agreement to the Charter Schools Office for review. Any matriculation agreement entered into by the Academy shall be incorporated into Schedule 7f by contract amendment pursuant to Article IX of these Terms and Conditions. Postings of Accreditation Status. The Academy shall post notices

to the Academy's homepage of its website disclosing the accreditation status of each school as required by the Code.

Section 6.17. New Public School Academies Located Within The Boundaries of A Community District. If the Academy is a new public school academy and either of the circumstances listed below in (a) or (b) apply to the Academy's proposed site(s), the Academy represents to the College Board, intending that the College Board rely on such representation as a precondition to issuing this Contract, that the Academy has a substantially different governance, leadership and curriculum than the public school previously operating at the site:

(a) The Academy's proposed site is the same location as a public school that (i) is currently on the list under Section 1280c(1), MCL 380.1280c(1) or Section 1280g(3), MCL 380.1280g(3), as applicable; or (ii) has been on the list during the immediately preceding 3 school years.

(b) The Academy's proposed site is the same location of another public school academy, urban high school academy, school of excellence or strict discipline academy whose contract was revoked or terminated by an authorizing body under the applicable part or section of the Code.

ARTICLE VII

TUITION PROHIBITED

Section 7.1. Tuition Prohibited; Fees and Expenses. The Academy shall not charge tuition. The Academy may impose fees and require payment of expenses for activities of the Academy where such fees and payments are not prohibited by Applicable Law.

ARTICLE VIII

COMPLIANCE WITH APPLICABLE LAWS

Section 8.1. Compliance with Applicable Law. The Academy shall comply with all applicable state and federal laws, including, but not limited to, to the extent applicable, the Code, the State School Aid Act of 1979, the Open Meetings Act, the Freedom of Information Act ("FOIA"), the Public Employment Relations Act, the Uniform Budgeting and Accounting Act, the Revised Municipal Finance Act of 2001, the Elliott-Larsen Civil Rights Act, the Persons with Disabilities Civil Rights Act, and Subtitle A of Title II of the Americans with Disabilities Act of 1990, Public Law 101-336, 42 USC & 12101 et seq. or any successor law. The Academy agrees to participate in state assessments, data collection systems, state level student growth models, state accountability and accreditation systems, and other public comparative data collection required for public schools. Additionally, the Academy shall comply with other state and federal laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other state or federal law to the Academy.

ARTICLE IX

AMENDMENT

Section 9.1. Amendments. The College Board and the Academy acknowledge that the operation and administration of a public school academy and the improvement of educational outcomes over time will require amendment of this Contract. In order to assure a proper balance between the need for independent development of the Academy and the statutory responsibilities of the College Board as an authorizing body, the parties have established a flexible process for amending this Contract.

Section 9.2. Process for Amendment Initiated by the Academy. The Academy, by a majority vote of its Board of Directors, may, at any time, propose specific changes in this Contract or may propose a meeting to discuss potential revision of this Contract. The proposal will be made to the College Board through its designee. Except as provided in Section 6.12 of these Terms and Conditions, the College Board delegates to the CSO Director the review and approval of changes or amendments to this Contract. In the event that a proposed change is not accepted by the CSO Director, the College Board may consider and vote upon a change proposed by the Academy following an opportunity for a presentation to the College Board by the Academy.

Section 9.3. Process for Amendment Initiated by the College Board. The College Board, or an authorized designee, may, at any time, propose specific changes in this Contract or may propose a meeting to discuss potential revision of this Contract. The College Board delegates to the CSO Director the review and approval of changes or amendments to this Contract. The Academy Board may delegate to an officer of the Academy the review and negotiation of changes or amendments to this Contract. The Contract shall be amended as requested by the College Board upon a majority vote of the Academy Board.

Section 9.4. Final Approval of Amendments. Amendments to this Contract take effect only after they have been approved by the Academy Board and by the College Board or the CSO Director. If the proposed amendment conflicts with any of the College Board's general policies on public school academies, the proposed amendment shall take effect only after approval by the Academy and the College Board.

Section 9.5. Change in Existing Law. If, after the effective date of this Contract, there is a change in Applicable Law which alters or amends rights, the responsibilities or obligations of either the Academy or the College Board, this Contract shall be altered or amended to reflect the change in existing law as of the effective date of such change. To the extent possible, the responsibilities and obligations of the Academy and the College Board shall conform to and be carried out in accordance with the change in Applicable Law.

Section 9.6. Emergency Action on Behalf of College Board. Notwithstanding any other provision of this Contract to the contrary, the contents of this Section shall govern in the event of an emergency situation that arises between meetings of the College Board. An emergency situation shall be deemed to occur if the Charter Schools Office Director, in his or her sole

discretion, determines that the facts and circumstances warrant that emergency action take place before the next meeting of the College Board. Upon the determination that an emergency situation exists, the Charter Schools Office Director may temporarily take action on behalf of the College Board with regard to the Academy or the Contract, so long as such action is in the best interest of the College Board and the Charter Schools Office Director consults with the College Board Chairperson or the College President prior to taking the intended actions. When acting during an emergency situation, the Charter Schools Office Director shall have the authority to act in place of the College Board, and such emergency action shall only be effective in the interim before the earlier of (a) rejection of the emergency action by the Chairperson of the College Board; or (b) the next meeting of the College Board. The Charter Schools Office Director shall immediately report such action to the College Board for confirmation at the next meeting so that the emergency action continues or, upon confirmation by the College Board, becomes permanent.

ARTICLE X

CONTRACT TERMINATION, SUSPENSION, AND REVOCATION

Section 10.1. Statutory Grounds for Revocation. In addition to the other grounds for revocation in Section 10.2 and the automatic revocation in Section 10.3 of these Terms and Conditions, the College Board may revoke this Contract, pursuant to the procedures set forth in Section 10.6, upon a determination that one or more of the following has occurred:

- (a) Failure of the Academy to demonstrate improved pupil academic achievement for all groups of pupils or meet the educational goals and related measures set forth in this Contract;
- (b) Failure of the Academy to comply with all Applicable Law;
- (c) Failure of the Academy to meet generally accepted public sector accounting principles and demonstrate sound fiscal stewardship; or
- (d) The existence of one or more other grounds for revocation as specified in this Contract.

Section 10.2. Other Grounds for Revocation. In addition to the statutory grounds for revocation set forth in Section 10.1 and the grounds for an automatic revocation set forth in Section 10.3, the College Board may revoke this Contract, pursuant to the procedures set forth in Section 10.6, upon a determination that one or more of the following has occurred:

- (a) The Academy fails to achieve or demonstrate measurable progress toward achieving the educational goals and related measures identified in this Contract;

- (b) The Academy fails to properly implement, consistently deliver, and support the educational programs or curriculum identified in this Contract;
- (c) The Academy is insolvent, has been adjudged bankrupt, or has operated for two or more school fiscal years with a fund balance deficit;
- (d) The Academy has insufficient enrollment to successfully operate a public school academy, or the Academy has lost more than fifty percent (50%) of its student enrollment from the previous school year;
- (e) The Academy fails to fulfill the compliance and reporting requirements or defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract or, during the term of this Contract, it is discovered by the Charter Schools Office that the Academy failed to fulfill the compliance and reporting requirements or there was a violation of a prior Contract issued by the College Board;
- (f) The Academy files amendments to its Articles of Incorporation with the Michigan Department of Licensing and Regulatory Affairs, Bureau of Commercial Services without first obtaining the Charter Schools Office's approval;
- (g) The Charter Schools Office discovers grossly negligent, fraudulent or criminal conduct by the Academy's applicant(s), directors, officers, employees or agents in relation to their performance under this Contract; or
- (h) The Academy's applicant(s), directors, officers, employees or agents have provided false or misleading information or documentation to the Charter Schools Office in connection with the College Board's approval of the Application, the issuance of this Contract, or the Academy's reporting requirements under this Contract or Applicable Law.

Section 10.3. Automatic Amendment Of Contract; Automatic Termination of Contract If All Academy Sites Closed; Economic Hardship Termination.

Except as otherwise provided in this Section 10.3, if the College Board is notified by the Department that an Academy site is subject to closure under section 507 of the Code, MCL 380.507 ("State's Automatic Closure Notice"), then this Contract shall automatically be amended to eliminate the Academy's authority to operate certain age and grade levels at the site or sites identified in the State's Automatic Closure Notice. If the State's Automatic Closure Notice includes all of the Academy's existing sites, then this Contract shall automatically be terminated at the end of the current school year in which either the State's Automatic Closure Notice is received without any further action of the College Board or the Academy.

Following receipt of the State’s Automatic Closure Notice, the Charter Schools Office shall forward a copy of the notice to the Academy Board and may request a meeting with the Academy Board representatives to discuss the Academy’s plans and procedures for the elimination of certain age or grade levels at the identified site or sites, or if all of the Academy’s existing sites are included in that notice, then wind-up and dissolution of the Academy corporation at the end of the current school year. All Academy inquiries and requests for reconsideration of the State’s Automatic Closure Notice, including the granting of any hardship exemption by the Department rescinding the State’s Automatic Closure Notice (“Pupil Hardship Exemption”), shall be directed to the Department, in a form and manner determined by the Department.

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

If the Department elects not to issue a Pupil Hardship Exemption and the Charter Schools Officer determines, in his or her discretion, that the closure of one or more sites as directed by the Department creates a significant economic hardship for the Academy as a going concern or the possibility of a mid-year school closure, then the Charter Schools Officer may recommend to the College Board that the Contract be terminated at the end of the current school year (hereinafter “Economic Hardship Termination”). If the College Board approves the Economic Hardship Termination recommendation, then this Contract shall terminate at the end of the current school year without any further action of the parties.

The College Board’s revocation procedures set forth in Section 10.6(c) do not apply to an automatic termination initiated by the State’s Automatic Closure Notice or an Economic Hardship Termination under this Section 10.3.

Section 10.4. Grounds and Procedures for Academy Termination of Contract. The Academy Board, by majority vote of its Directors, may, at any time and for any reason, request termination of this Contract. The Academy Board’s request for termination shall be made to the Charter Schools Office Director not less than six (6) calendar months in advance of the Academy’s proposed effective date of termination. Upon receipt of an Academy request for termination, the Charter Schools Office Director shall present the Academy Board’s request for termination to the College Board. A copy of the Academy Board’s resolution approving of the Contract termination, including a summary of the reasons for terminating the Contract, shall be included with the Academy Board’s request for termination. After receipt of the Academy Board’s request for termination, the College Board shall consider the Academy’s request no later than its next regularly scheduled meeting. The College Board shall make a final determination and vote on the proposed termination request within 90 days of receipt of the request from the Academy. The College Board may, in its sole discretion, waive the six (6) month advance notice requirement for terminating this Contract.

Section 10.5. Grounds and Procedures for College Termination of Contract. The College Board, in its sole discretion, reserves the right to terminate the Contract (i) for any reason or for

no reason provided that such termination shall not take place less than six (6) months from the date of the College Board's action; (ii) if there is a change in Applicable Law that the College Board, in its sole discretion, determines impairs its rights and obligations under the Contract or requires the College Board to make changes in the Contract that are not in the best interest of the College Board or the College; or (iii) if exigent circumstances exist that the College Board, in its sole discretion, determines necessitate termination of this Contract to protect the health, safety, or welfare of the Academy students, property, or funds that cannot be cured in a reasonable period as determined solely by the College Board, then such termination shall take effect at the end of the current Academy fiscal year. Following College Board approval, the Charter Schools Office Director shall provide notice of the termination to the Academy. If during the period between the College Board action to terminate and the effective date of termination, the Academy has violated the Contract or Applicable Law, the Contract may be revoked or suspended sooner pursuant to this Article X. If this Contract is terminated pursuant to this Section 10.5, the revocation procedures in Section 10.6 shall not apply.

Section 10.6. College Board Procedures for Revoking Contract. The College Board's process for revoking the Contract is as follows:

(a) Notice of Intent to Revoke. The Charter Schools Office Director, upon reasonable belief that grounds for revocation of the Contract exist, shall notify the Academy Board of such grounds by issuing the Academy Board a Notice of Intent to Revoke for non-compliance with the Contract or Applicable Law. The Notice of Intent to Revoke shall be in writing and shall set forth in sufficient detail the alleged grounds for revocation.

(b) Academy Board's Response. Within thirty (30) days of receipt of the Notice of Intent to Revoke, the Academy Board shall respond in writing to the alleged grounds for revocation. The Academy Board's response shall be addressed to the Charter Schools Office Director, and shall either admit or deny the allegations of non-compliance. If the Academy's response includes admissions of non-compliance with the Contract or Applicable Law, the Academy Board's response must also contain a description of the Academy Board's plan and time line for correcting the non-compliance with the Contract or Applicable Law. If the Academy's response includes a denial of non-compliance with the Contract or Applicable Law, the Academy's response shall include sufficient documentation or other evidence to support a denial of non-compliance with the Contract or Applicable Law. A response not in compliance with this Section shall be deemed to be non-responsive. As part of its response, the Academy Board may request that a meeting be scheduled with the Charter Schools Office Director prior to a review of the Academy Board's response.

(c) Plan of Correction. Within fifteen (15) days of receipt of the Academy Board's response or after a meeting with Academy Board representatives, the Charter Schools Office Director shall review the Academy Board's response and determine whether a reasonable plan for correcting the deficiencies can be formulated. If the Charter Schools Office Director determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent to Revoke can be formulated, the Charter Schools Office Director shall develop a plan for correcting the non-compliance ("Plan of Correction") which may include reconstitution pursuant to 10.6(d) of these

Terms and Conditions. In developing a Plan of Correction, the Charter Schools Office Director is permitted to adopt, modify or reject some or all of the Academy Board's response for correcting the deficiencies outlined in the Notice of Intent to Revoke. The Notice of Intent to Revoke shall be closed if the Charter Schools Office Director determines any of the following: (i) the Academy Board's denial of non-compliance is persuasive; (ii) the non-compliance set forth in the Notice of Intent to Revoke has been corrected by the Academy Board; or (iii) the Academy Board has successfully completed the Plan of Correction.

(d) College Board's Contract Reconstitution Provision. The Charter Schools Office Director may reconstitute the Academy in an effort to improve student educational performance or to avoid interruption of the educational process. Reconstitution may include, but is not limited to, one of the following actions: (i) removal of 1 or more members of the Academy Board; (ii) termination of at-will board appointments of 1 or more Academy Board members in accordance with the Resolution; (iii) withdrawing approval of a contract under Section 506 of the Code; (iv) the appointment of a new Academy Board of Directors or a Conservator to take over operations of the Academy; or (v) closure of an Academy site(s).

Reconstitution of the Academy does not restrict the Department from issuing an order under section 507 of the Code, MCL 380.507, directing the automatic closure of the Academy's site(s).

(e) Request for Revocation Hearing. The Charter Schools Office Director may initiate a revocation hearing before the College Charter Schools Hearing Panel if the Charter Schools Office Director determines that any of the following has occurred:

(i) the Academy Board has failed to respond to the Notice of Intent to Revoke as set forth in Section 10.6(b);

(ii) the Academy Board's response to the Notice of Intent to Revoke is non-responsive;

(iii) the Academy Board's response admits violations of the Contract or Applicable Law which the Charter Schools Office Director deems cannot be remedied or cannot be remedied in an appropriate period of time, or for which the Charter Schools Office Director determines that a Plan of Correction cannot be formulated;

(iv) the Academy Board's response contains denials that are not supported by sufficient documentation or other evidence showing compliance with the Contract or Applicable Law;

(v) the Academy Board has not complied with part or all of a Plan of Correction established in Section 10.6(c);

(vi) the Academy Board has engaged in actions that jeopardize the financial or educational integrity of the Academy; or

(vii) the Academy Board has been issued multiple or repeated Notices of Intent to Revoke.

The Charter Schools Office Director shall send a copy of the request for revocation hearing to the Academy Board at the same time the request is sent to the Hearing Panel. The request for revocation shall identify the reasons for revoking the Contract.

(f) Hearing before the College Charter Schools Hearing Panel. Within thirty (30) days of receipt of a request for revocation hearing, the Hearing Panel shall convene a revocation hearing. The Hearing Panel shall provide a copy of the notice of hearing to the Charter Schools Office and the Academy Board at least ten (10) days before the hearing. The purpose of the Hearing Panel is to gather facts surrounding the Charter Schools Office Director's request for Contract revocation, and to make a recommendation to the College Board on whether the Contract should be revoked. The revocation hearing shall be held at a location, date and time as determined by the Charter Schools Office Director and shall not last more than three hours. The hearing shall be transcribed and the cost shall be divided equally between the College and the Academy. The Charter Schools Office Director or his or her designee, and the Academy Board or its designee, shall each have equal time to make their presentation to the Hearing Panel. Although each party is permitted to submit affidavits and exhibits in support of their positions, the Hearing Panel will not hear testimony from any witnesses for either side. The Hearing Panel may, however, question the Charter Schools Office Director and the Academy Board. Within thirty (30) days of the revocation hearing, the Hearing Panel shall make a recommendation to the College Board concerning the revocation of the Contract. For good cause, the Hearing Panel may extend any time deadline set forth in this subsection. A copy of the Hearing Panel's recommendation shall be provided to the Charter Schools Office and the Academy Board at the same time that the recommendation is sent to the College Board.

(g) College Board Decision. If the Hearing Panel's recommendation is submitted to the College Board at least fourteen (14) days before the College Board's next regular meeting, the College Board shall consider the Hearing Panel's recommendation at its next regular meeting and vote on whether to revoke the Contract. The College Board reserves the right to modify, reject or approve all or any part of the Hearing Panel's recommendation. The College Board shall have available to it copies of the Hearing Panel's recommendation and the transcript from the hearing. The College Board may waive the fourteen (14) day submission requirement or hold a special board meeting to consider the Hearing Panel's recommendation. A copy of the College Board's decision shall be provided to the Charter Schools Office, the Academy Board and the Department.

(h) Effective Date of Revocation. If the College Board votes to revoke the Contract, the revocation shall be effective on the date of the College Board's act of revocation, or at a later date as determined by the College Board.

(i) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the College Board after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the College Board to revoke the Contract, may be withheld by the College Board or returned to the Michigan Department of

Treasury upon request. The College Board may also direct that a portion of the Academy's state school aid funds be directed to fund the Academy's dissolution account established under Section 10.10 of these Terms and Conditions.

Section 10.7. Contract Suspension. The College Board's process for suspending the Contract is as follows:

(a) The Charter Schools Office Director Action. If the Charter Schools Office Director determines, in his or her sole discretion, that certain conditions or circumstances exist such that the Academy Board:

- (i) has placed staff or students at risk;
- (ii) is not properly exercising its fiduciary obligations to protect and preserve the Academy's public funds and property;
- (iii) has lost its right to occupancy of the physical facilities described in Schedule 6, and cannot find another suitable physical facility for the Academy prior to the expiration or termination of its right to occupy its existing physical facilities;
- (iv) has failed to secure or has lost the necessary fire, health, and safety approvals as required by Schedule 6;
- (v) has willfully or intentionally violated this Contract or Applicable Law; or
- (vi) has violated Section 10.2(g) or (h), then the Charter Schools Office Director may immediately suspend the Contract, pending completion of the procedures set forth in Section 10.6. A copy of the suspension notice, setting forth the grounds for suspension, shall be sent to the Academy Board and to the Hearing Panel. If this subsection is implemented, the notice and hearing procedures set forth in Section 10.6 shall be expedited as much as possible.

(b) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the College Board after a decision by the Charter Schools Office Director to suspend the Contract, may be retained by the College Board for the Academy until the Contract is reinstated, or may be returned to the Michigan Department of Treasury upon the State's request.

(c) Immediate Revocation Proceeding. If the Academy Board, after receiving a notice of Contract suspension from the Charter Schools Office Director, continues to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may immediately convene a revocation hearing in accordance with the procedures set forth in section 10.6(e) of this Contract. The Hearing Panel has the authority to accelerate the time line for revoking the Contract, provided that notice of the revocation hearing shall be provided to the Charter Schools Office and the Academy Board at least five (5) days before the hearing. If the Hearing Panel determines that the Academy Board has continued to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may recommend revocation of the Contract. The College Board shall

proceed to consider the Hearing Panel's recommendation in accordance with Sections 10.6(f) through (h).

Section 10.8. Venue; Jurisdiction. The parties agree that all actions or proceedings arising in connection with this Contract will be tried and litigated only in the Circuit Court of Chippewa County, Michigan, the Michigan Court of Claims or the Federal District Court for the Western District of Michigan. The parties hereby irrevocably accept for themselves and in respect of their property, generally and unconditionally, the jurisdiction of such courts. The parties irrevocably consent to the service of process out of any such courts in any such action or proceedings by the mailing of copies thereof by registered or certified mail, postage prepaid, to each such party, at its address set forth for notices in this Contract, such service to become effective ten (10) days after such mailing. The parties irrevocably waive any right they may have to assert the doctrine of forum non conveniens or to object to venue to the extent any proceedings is brought in accordance with this Section 10.8. This Section 10.8 shall not in any way be interpreted as an exception to the Academy's covenant not to sue contained in Section 11.3 of these Terms and Conditions.

Section 10.9. Appointment of Conservator/Trustee. Notwithstanding any other provision of the Contract, in the event that the College President, in his or her sole discretion, determines that the health, safety and welfare of Academy students, property or funds are at risk, the College President, after consulting with the College Board Chairperson, may appoint a person to serve as the Conservator of the Academy. Upon appointment, the Conservator shall have all the powers of a Board of Directors of a Public School Academy and act in the place and stead of the Academy Board. The College President shall appoint the Conservator for a definite term which may be extended in writing at his or her discretion. During the appointment, the Academy Board members and their terms in office are suspended and all powers of the Academy Board are suspended. All appointments made under this section must be presented to the College Board for final determination at its next regularly scheduled meeting. During their appointment, the Conservator shall have the following powers:

- (a) take into his or her possession all Academy property and records, including financial, Academy Board, employment and student records;
- (b) institute and defend actions by or on behalf of the Academy;
- (c) continue the business of the Academy including entering into contracts, borrowing money, and pledging, mortgaging, or otherwise encumbering the property of the Academy as security for the repayment of loans. However, the power shall be subject to any provisions and restrictions in any existing credit documents;
- (d) hire, fire, evaluate and discipline employees of the Academy;
- (e) settle or compromise with any debtor or creditor of the Academy, including any governmental or taxing authority;

(f) review all outstanding agreements to which the Academy is a party and to take those actions which the Academy Board may have exercised to pay, extend, rescind, renegotiate or settle such agreements as needed; and

(g) perform all acts necessary and appropriate to fulfill the Academy's purposes as set forth under this Contract or Applicable Law.

Section 10.10. Academy Dissolution Account. If the College Board terminates, revokes or fails to issue a new Contract to the Academy, the CSO Director shall notify the Academy that, beginning thirty (30) days after notification of the College Board's decision, the College Board may direct up to \$10,000 from each subsequent state school aid fund payment, not to exceed a combined total of \$30,000, to a separate Academy account ("Academy Dissolution Account") to be used exclusively by the Academy to pay the costs associated with the wind up and dissolution responsibilities of the Academy. Within five (5) business days of the CSO Director's notice, the Academy Board Treasurer shall provide the CSO Director, in a form and manner determined by the CSO, with account detail information and authorization to direct such funds to the Academy Dissolution Account. The Academy Dissolution Account shall be under the sole care, custody and control of the Academy Board, and such funds shall not be used by the Academy to pay any other Academy debt or obligation until such time as all the wind-up and dissolution expenses have been satisfied. An intercept agreement entered into by the Academy and a third party lender or trustee shall include language that the third party lender or trustee acknowledges and consents to the funding of the Academy's dissolution account in accordance with this Contract. Any unspent funds remaining in the Academy's dissolution account after payment of all wind up and dissolution expenses shall be returned to the Academy.

ARTICLE XI

PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

Section 11.1. The Academy Budget; Transmittal of Budgetary Assumptions; Budget Deficit; Enhanced Deficit Elimination Plan. The Academy agrees to comply with all of the following:

- (a) The Academy Board is responsible for establishing, approving, and amending an annual budget in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421 et seq. Within ten (10) days after adoption by the Academy Board (but not later than July 1st) each year, the Academy Board shall submit to the Charter Schools Office a copy of its annual budget for the upcoming fiscal year. The budget must detail budgeted expenditures at the object level as described in the Michigan Department of Education's Michigan School Accounting

Manual. In addition, the Academy Board is responsible for approving all revisions and amendments to the annual budget. Within 10 days after Academy Board approval, revisions or amendments to the Academy's budget shall be submitted to the Charter Schools Office.

- (b) Unless exempted from transmitting under section 1219 of the Code, MCL 380.1219, the Academy, on or before July 7th of each school fiscal year, shall transmit to the Center for Educational Performance and Information ("CEPI") the budgetary assumptions used when adopting its annual budget pursuant to the Uniform Budgeting and Accounting Act, MCL 141.421 et seq.
- (c) The Academy shall not adopt or operate under a deficit budget, or incur an operating deficit in a fund during any fiscal year. At any time during the term of this Contract, the Academy shall not have an existing deficit fund balance, incur a deficit fund balance, or adopt a current year budget that projects a deficit fund balance. If the Academy has an existing deficit fund balance, incurs a deficit fund balance in the most recently completed school fiscal year, or adopts a current year budget that projects a deficit fund balance, all of the following apply:
 - (i) The Academy shall notify the Superintendent and the State Treasurer immediately upon the occurrence of the circumstance, and provide a copy of the notice to the Charter Schools Office.
 - (ii) Within 30 days after making notification under subdivision (c)(i), the Academy shall submit to the Superintendent in the form and manner prescribed by the Department an amended budget for the current school fiscal year and a deficit elimination plan approved by the Academy Board, with a copy to the State Treasurer. The Academy shall transmit a copy of the amended budget and the deficit elimination plan to the Charter Schools Office.
 - (iii) After the Superintendent approves the Academy's deficit elimination plan, the Academy shall post the deficit elimination plan on the Academy's website.

- (d) If the Academy is required by the State Treasurer to submit an enhanced deficit elimination plan under section 1220 of the Code, MCL 380.1220, the Academy shall do all of the following:
 - (i) The enhanced deficit elimination plan shall be approved by the Academy Board before submission.
 - (ii) After the State Treasurer approves an enhanced deficit elimination plan for the Academy, the Academy shall post the enhanced deficit elimination plan on the Academy's website.
 - (iii) Submit to the Superintendent and State Treasurer an enhanced monthly monitoring reports in a form and manner prescribed by the State Treasurer and post such monthly reports on the Academy's website.

Section 11.2. Insurance. The Academy Board shall secure and maintain in its own name as the "first named insured" at all times the following insurance coverages required by the Michigan Universities Self-Insurance Corporation ("M.U.S.I.C.") for public school academies authorized by university board authorizing bodies:

M.U.S.I.C. INSURANCE COVERAGE REQUIREMENTS

for Public School Academies (PSA), Strict Discipline Academies (SDA) Urban High Schools (UHS) & Schools of Excellence (SOE)

NOTE: Insurance carriers must have an AM Best Rating of "A - VII" or better

EFFECTIVE DATE: 07/01/12 -- MUSIC Board Approval Date: 12/15/2011

COVERAGE	REQUIREMENTS
	Must be Occurrence form
	Must include Sexual Abuse & Molestation coverage which can be Occurrence or Claims Made. If this coverage is Claims Made the Retroactive Date must be the same or before date of original College PSA/SDA/UHS/SOE contract. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE.
	Must include Corporal Punishment coverage.
	\$1,000,000 per occurrence & \$2,000,000 aggregate.
	In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.

General or Public Liability (GL)	<p>College must be included as an Additional Insured with Primary and Non-Contributory Coverage.</p> <p>NOTE: SDA must also have Security/Police Professional Liability coverage with MINIMUM of \$1,000,000 limit which can be Occurrence or Claims Made. If this coverage is Claims Made, and the SDA goes out of business, the SDA needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the SDA.</p>
COVERAGE	REQUIREMENTS
Errors & Omissions (E&O)	<p>Must include Employment Practices Liability.</p> <p>Must include Corporal Punishment coverage.</p> <p>Must include Sexual Abuse & Molestation coverage.</p> <p>Must include Directors' & Officers' coverage.</p> <p>Must include School Leaders' E&O.</p> <p>Can be Claims Made or Occurrence form.</p> <p>If Claims Made, retroactive date must be the same or before date of original College - PSA/SDA/UHS/SOE Charter Contract. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE.</p> <p>\$1,000,000 per occurrence & \$3,000,000 aggregate.</p> <p>In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.</p> <p>College must be included as an Additional Insured with Primary and Non-Contributory Coverage.</p>

M.U.S.I.C. INSURANCE COVERAGE REQUIREMENTS

for Public School Academies (PSA), Strict Discipline Academies (SDA) Urban High Schools (UHS) & Schools of Excellence (SOE)

NOTE: Insurance carriers must have an AM Best Rating of "A - VII" or better

COVERAGE	REQUIREMENTS
Automobile Liability (AL) for Owned and Non-Owned Autos	\$1,000,000 per accident.
	In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.
	College must be included as Additional Insured with Primary and Non-Contributory Coverage.
See Umbrella section for higher limit	Higher limits are required if PSA/SDA/UHS/SOE has its own buses.
COVERAGE	REQUIREMENTS
Workers' Compensation	Must be Occurrence form.
	Statutory Limits with \$1,000,000 Employers Liability Limits.
Requirement for PSA/SDA/UHS/SOE when leasing employees from Educational Service Provider (ESP) or Management Firm (MF)	NOTE: Must have Alternate Employer Endorsement from ESP/MF. Schedule PSA/SDA/UHS/SOE location on the ESP/MF Contract.
	NOTE: If PSA/SDA/UHS/SOE is leasing employees from ESP/MF and the PSA/SDA/UHS/SOE name does not have payroll, PSA/SDA/UHS/SOE still must carry Workers' Compensation coverage including Employers' Liability
COVERAGE	REQUIREMENTS
Crime	Must include Employee Dishonesty coverage.
	Must include third party coverage.
	\$500,000 limit.
COVERAGE	REQUIREMENTS
	Can be Claims Made or Occurrence form. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE.
	Umbrella is acceptable with a \$4,000,000 limit and aggregate. Also, an Umbrella policy with an unlimited aggregate is acceptable at a \$2,000,000
	If PSA/SDA/UHS/SOE has its own buses AND/OR has more than 1,000 students, must have MINIMUM \$5,000,000 per occurrence.
	If PSA/SDA/UHS/SOE purchases additional Umbrella limits to meet the \$1,000,000/\$3,000,000 for E&O then they must be in addition to the required Umbrella limit.

Umbrella	In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.
	College must be included as Additional Insured with Primary and Non-Contributory Coverage.
	All coverages have to be included in the Umbrella that are in General Liability, Automobile and E&O.

M.U.S.I.C. INSURANCE COVERAGE REQUIREMENTS

**for Public School Academies (PSA), Strict Discipline Academies (SDA)
Urban High Schools (UHS) & Schools of Excellence (SOE)**

NOTE: Insurance carriers must have an AM Best Rating of "A - VII" or better

ADDITIONAL RECOMMENDATIONS

COVERAGE	RECOMMENDATION
Property	Limits to cover replacement for PSA/SDA/UHS/SOE's property exposures, including real and personal, owned or leased.
Cyber Risk Coverage	Cyber Liability addresses the first- and third-party risks regarding Internet business, the Internet, networks and other assets. Cyber Liability Insurance coverage offers protection for exposures from Internet hacking and notification requirements.
Automobile Physical Damage	Coverage for damage to the owned or used vehicle.

DISCLAIMER:

By requiring such minimum insurance, the College shall not be deemed or construed to have assessed the risks that may be applicable to every PSA/SDA/UHS/SOE's operation and related activities. Each PSA/SDA/UHS/SOE should assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage.

The insurance must be obtained from a licensed mutual, stock, or other responsible company licensed to do business in the State of Michigan. The Academy may join with other public school academies to obtain insurance if the Academy Board finds that such an association provides economic advantages to the Academy, provided that each Academy maintains its identity as first named insured. The Academy shall list the College and the College Board on the insurance policies as an additional insured on insurance coverages listed in (b), (c) and (e) above. The Academy shall have a provision included in all policies requiring notice to the College Board, at least thirty (30) days in advance, upon termination or non-renewal of the policy. In addition, the Academy shall provide copies of all insurance policies required by this Contract on site for inspection by the College Board or its designee.

All insurance certificates must accurately reflect the coverage provided under the Academy's policy. Certificate must expressly list or state the coverage for each item specified in the Contract. Policy and corresponding certificates, should reflect an annual expiration date of June 30th to correspond with the Contract, unless a different date provides an economic advantage

to the Academy, so long as such date does not create a gap in coverage at any time during the term of the Contract.

When changing insurance programs or carriers, the Academy must provide copies of the proposed policies to the College Board, or its designee, at least thirty (30) days prior to the proposed change. The Academy shall not cancel its existing coverage without the prior approval of the Charter Schools Office. In the event the Academy fails to purchase the insurance coverage required by this Section 11.2, the College Board may purchase on the Academy’s behalf the insurance required under this Section 11.2 and subtract the total cost for placed insurance from the next state school aid payment received by the College Board for forwarding to the Academy.

The Academy may expend funds for payment of the cost of participation in an accident or medical insurance program to insure protection for pupils while attending school or participating in a school program or activity. Other insurance policies and higher minimums may be required depending upon academic offerings and program requirements.

If the Academy utilizes an Educational Service Provider, the following insurance requirements apply to the Educational Service Provider and such coverages must be secured prior to providing any services or personnel to the Academy:

COVERAGE	REQUIREMENTS
General or Public Liability (GL)	Must be Occurrence form
	Must include Sexual Abuse & Molestation coverage
	Must include Corporal Punishment coverage
	\$1,000,000 per occurrence & \$2,000,000 aggregate
	PSA must be included as First Named Insured
	College must be included as Additional Insured with Primary Coverage
	NOTE: Strict Disciplinary Academies must also have Security/Police Professional Liability coverage with MINIMUM of \$1,000,000 per occurrence
COVERAGE	REQUIREMENTS
Errors & Omissions (E&O)	Must include Employment Practices Liability
	Must include Directors' and Officers' coverage
	Must include School Leaders' E&O
	Can be Claims Made or Occurrence form
	If Claims Made, Retroactive Date must be the same or before date of original College-PSA contract
	\$1,000,000 per occurrence & \$3,000,000 aggregate
	PSA must be included as First Named Insured
	College must be included as Additional Insured with Primary Coverage
COVERAGE	REQUIREMENTS
Automobile Liability (AL)	\$1,000,000 per accident

for Owned and Non-Owned Autos	PSA must be included as First Named Insured
	College must be included as Additional Insured with Primary Coverage
	Higher limits may be required if PSA has its own buses
COVERAGE	REQUIREMENTS
Workers' Compensation	Must be Occurrence Form
	Statutory Limits
	NOTE: If PSA is leasing employees from ESP, ESP must have Employers' Liability with \$1,000,000 per occurrence AND Alternate Employer Endorsement naming PSA.
	PSA must be included as First Named Insured
COVERAGE	REQUIREMENTS
Crime	Must include Employee Dishonesty coverage
	Must be Occurrence form
	\$500,000 per occurrence
	PSA must be included as First Named Insured
COVERAGE	REQUIREMENTS
Umbrella	Can be Claims Made or Occurrence form
	\$2,000,000 per occurrence & \$4,000,000 aggregate
	If PSA has its own buses AND/OR has more than 1,000 students, must have MINIMUM \$5,000,000 per occurrence
	PSA must be included as First Named Insured
	College must be included as Additional Insured with Primary Coverage
ADDITIONAL RECOMMENDATIONS	
COVERAGE	REQUIREMENTS
Property	Limits to cover replacement for PSA's property exposures, including real and personal, owned or leased
COVERAGE	REQUIREMENTS
Performance Bond (or Letter of Credit with Indemnification)	\$1,000,000 per claim/aggregate

Insurance carrier(s) must have an AM Best Rating of “A - VII” or better.

The College’s insurance carrier periodically reviews the types and amounts of insurance coverages that the Academy must secure in order for the College to maintain insurance coverage for the authorization and oversight of the Academy. In the event that the College’s insurance carrier requests additional changes in coverage identified in this Section 11.2, or M.U.S.I.C requires changes in coverage and amounts for public school academies authorized by university board public school academy authorizing bodies, the Academy agrees to comply with any additional changes in the types and amounts of coverage requested by the College’s insurance

carrier or adopted by M.U.S.I.C. within thirty (30) days after notice of the insurance coverage change.

Section 11.3. Legal Liabilities and Covenant Against Suit. The Academy acknowledges and agrees that it has no authority to extend the full faith and credit of the College Board, the College or any other authorizing body, or to enter into a contract that would bind the College Board or the College. The Academy is also limited in its authority to contract by the amount of funds obtained from the state school aid fund, as provided hereunder, or from other independent sources. The Academy hereby agrees and covenants not to sue the College Board, the College, or any of its Regents, officers, employees, agents or representatives for any matters that arise under this Contract. The College Board and the College do not assume any obligation with respect to any Director, employee, agent, parent, guardian, student, or independent contractor of the Academy, and no such person shall have the right or standing to bring suit against the College Board or the College, or any of its Regents, employees, agents, or independent contractors as a result of the issuing, overseeing, suspending, terminating or revoking of this Contract, or as a result of not issuing a new Contract at the end of the term of this Contract.

Section 11.4. Lease or Deed for Proposed Single Site. Prior to entering into any lease agreement for real property, the Academy shall provide to the Charter Schools Office copies of its lease or deed for the premises in which the Academy shall operate in a form and manner consistent with the Lease Policies, which are incorporated into and be deemed part of this Contract. A copy of the final executed lease agreement shall be included in this Contract under Schedule 6. The Charter Schools Office may, from time to time during the term of this Contract, amend the Lease Policies and such amended Lease Policies shall automatically apply to the Academy without the need for a Contract amendment under article IX of these Terms and Conditions. The Charter Schools Office may disapprove the proposed lease agreement submitted by the Academy if the lease agreement is contrary to this Contract, the Lease Policies, or Applicable Law. Any subsequent amendment to a lease agreement shall be submitted for review by the Charter Schools Office in the same form and manner as a new lease agreement.

Any lease agreement entered into by the Academy shall include a termination provision permitting the Academy to terminate the lease, without cost or penalty to the Academy, in the event that the Academy is required to close an Academy site covered by the lease (i) pursuant to a notice issued by the Department under Section 507 of the Code, MCL 380.507; or (ii) pursuant to a reconstitution by the College pursuant to Section 507 of the Code, MCL 380.507 and these Contract Terms and Conditions. The provision shall also provide that the lessor/ landlord shall have no recourse against the Academy or the College Board for implementing the site closure or reconstitution. Nothing in this paragraph shall prevent the lessor/ landlord from receiving lease payments owed prior to site closure or reconstitution, or relieve the Academy from paying any costs or expenses owed under the lease prior to site closure or reconstitution.

A copy of the Academy's amended lease or deed shall be incorporated into this Contract under Schedule 6. Any subsequent amendments to any Academy lease agreement shall only be incorporated into this Contract pursuant to Article IX of these Terms and Conditions.

Section 11.5. Occupancy and Safety Certificates. The Academy Board shall: (i) ensure that the Academy’s physical facilities comply with all fire, health and safety standards applicable to schools; and (ii) possess the necessary occupancy and safety certificates for the Academy’s physical facilities. The Academy Board shall not conduct classes until the Academy has complied with this Section 11.5. Copies of these certificates shall be incorporated into this Contract under Schedule 6.

Section 11.6. Criminal Background and History Checks; Disclosure of Unprofessional Conduct. The Academy shall comply with the Code concerning criminal background and criminal history checks for its teachers, school administrator(s), and for any other position requiring State Board approval. In addition, the Academy shall comply with the Code concerning the disclosure of unprofessional conduct by persons applying for Academy employment. This Section 11.6 shall apply to such persons irrespective of whether they are employed by the Academy or employed by an Educational Service Provider contracting with the Academy.

Section 11.7. Special Education. Pursuant to Section 1701a of the Code, the Academy shall comply with Article III, Part 29 of the Code, MCL 380.1701 et seq., concerning the provision of special education programs and services at the Academy. Upon receipt, the Academy shall notify the Charter Schools Office of any due process or state complaint filed against the Academy.

Section 11.8. Deposit of Public Funds by the Academy. The Academy Board agrees to comply with Section 1221 of the Revised School Code, being MCL 380.1221, regarding the deposit of all public or private funds received by the Academy. Such deposit shall be made within three (3) business days after receipt of the funds by the Academy. Only Academy Board members or designated Academy employees may be a signatory on any Academy bank account.

Section 11.9. Nonessential Elective Courses. If the Academy Board elects to provide nonessential elective courses to part-time pupils at a nonpublic school building, the Academy shall comply with Section 166b of the State School Aid Act of 1979, as amended, MCL 388.1766b. Prior to providing instruction, the Academy Board shall ensure that the Academy has sufficient documentation to qualify for part-time pupil funding under the State School Aid Act. The provision of nonessential elective courses by the Academy shall be incorporated into Schedule 7c of this Contract by amendment pursuant to Article IX of these Terms and Conditions.

Section 11.10. Required Provisions for ESP Agreements. Any Management Agreement with an ESP entered into by the Academy must contain the following provisions:

“Indemnification of Bay Mills Community College. The parties acknowledge and agree that the Bay Mills Community College Board of Regents, Bay Mills Community College and its respective members, officers, employees, agents or representatives (all collectively referred to as “Bay Mills Community College”) are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, [insert name of Educational Service Provider] hereby promises to indemnify, defend, and hold harmless Bay Mills Community College against all claims, demands, actions, suits, causes of action, losses, judgments, damages, fines,

penalties, forfeitures, or any other liabilities or losses of any kind, including costs, attorney fees, and related expenses, imposed upon or incurred by Bay Mills Community College on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of Bay Mills Community College, which arise out of or are in any manner connected with Bay Mills Community College Board of Regents' approval of the Academy's application, Bay Mills Community College Board of Regents' consideration of or issuance of a Contract, [insert the name of Educational Service Provider] preparation for and operation of the Academy, or which are incurred as a result of the reliance by Bay Mills Community College upon information supplied by [insert the name of Educational Service Provider], or which arise out of the failure of [insert the name of Educational Service Provider] to perform its obligations under the Contract, the Agreement or Applicable Law, as applicable. The parties expressly acknowledge and agree that Bay Mills Community College, Bay Mills Community College Board of Regents and its members, and their respective officers, employees, agents or representatives, or any of them, may commence legal action against [insert name of Educational Service Provider] to enforce its rights as set forth in this Agreement.”

“Agreement Coterminous With Academy's Contract. If the Academy's Contract issued by the Bay Mills Community College Board of Regents is suspended, revoked or terminated, or a new charter contract is not issued to the Academy after expiration of the Contract, this Agreement shall automatically be suspended or terminated, as the case may be, on the same date as the Academy's Contract is suspended, revoked, terminated or expires without further action of the parties.”

“Compliance with Academy's Contract. The Educational Service Provider agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Academy's Contract issued by the Bay Mills Community College Board of Regents. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement.”

“Compliance with Section 503c. On an annual basis, the ESP agrees to provide the Academy Board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 388.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Academy Board shall make the information available on the Academy's website home page, in a form and manner prescribed by the Department. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this agreement.”

“Amendment Caused By Academy Site Closure or Reconstitution. In the event that the Academy is required (i) to close an Academy site pursuant to a notice issued

by the Department under Section 507 of the Code, MCL 380.507; or (ii) to undergo a reconstitution pursuant to Section 507 of the Code, MCL 380.507, and the Contract Terms and Conditions, and such closure of an Academy site or reconstitution causes an amendment to or termination of this ESP Agreement, the parties agree that this ESP Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy, and the Educational Service Provider shall have no recourse against the Academy or the College Board for implementing such site closure or reconstitution.”

“Compliance with Section 12.17 of Contract Terms and Conditions. The Educational Service Provider shall make information concerning the operation and management of the Academy, including without limitation the information described in Schedule 4 of the Contract, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under Section 12.17(a) of the Contract Terms and Conditions.”

Section 11.11. Management Agreements. The Academy may enter into a Management Agreement with an ESP to contract out its administrative and/or educational functions and personnel. For purposes of this Contract, an employee leasing agreement shall be considered a Management Agreement, and an employee leasing company shall be considered an ESP. Any Management Agreement shall state that the ESP must acquire insurance in addition to the insurance the Academy must obtain under the Contract. The coverage must be similar to the insurance coverage required by the Contract and the Management Agreement must detail the type and amount of such required coverage. Prior to entering any Management Agreement with an ESP, the Academy shall submit a copy of the final draft Management Agreement to the Charter Schools Office in a form and manner consistent with the ESP Policies. A copy of the final executed Management Agreement shall be included in this Contract under Schedule 5. The Charter Schools Office may, from time to time during the term of this Contract, amend the ESP Policies and the amended ESP Policies shall automatically apply to the Academy without the need for a Contract amendment under article IX of these Terms and Conditions. The Charter Schools Office may disapprove the proposed Management Agreement submitted by the Academy if the Management Agreement is contrary to this Contract or Applicable Law. Any subsequent amendment to a Management Agreement shall be submitted for review by the Charter Schools Office in the same form and manner as a new Management Agreement.

Section 11.12. Administrator and Teacher Evaluation Systems. The Academy Board shall adopt and implement for all individuals employed by or contracted for the Academy as teachers or school administrators a rigorous, transparent, and fair performance evaluation system that complies with Applicable Law. If the Academy enters into an agreement with an Educational Service Provider, the Academy Board shall ensure that the Educational Service Provider complies with this section.

ARTICLE XII

GENERAL TERMS

Section 12.1. Notices. Any and all notices permitted or required to be given hereunder shall be deemed duly given: (i) upon actual delivery, if delivery is by hand; or (ii) upon receipt by the transmitting party of confirmation or answer back if delivery is by facsimile or telegram; or (iii) upon delivery into United States mail if delivery is by postage paid first class mail. Each such notice shall be sent to the respective party at the address indicated below or to any other address or person as the respective party may designate by notice delivered pursuant hereto:

If to the College Board:	President Bay Mills Community College 12214 West Lakeshore Drive Brimley, Michigan 49715
If to the Tribal Office:	Tribal Attorney's Office Bay Mills Indian Community 12140 West Lakeshore Drive Brimley, Michigan 49715
If to Outside Counsel:	Courtney F. Kissel Dykema Gossett PLLC 201 Townsend Street, Suite 900 Lansing, Michigan 48933
If to Academy:	Academy Board President Multicultural Academy 5550 Platt Road Ann Arbor, MI 48108
If to Academy Counsel:	Aimee Gibbs Dickinson Wright, PLLC 350 S. Main St. Ste. 300 Ann Arbor, MI 48104

Section 12.2. Severability. If any provision in this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Contract. If any provision of this Contract shall be or become in violation of Applicable Law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

Section 12.3. Successors and Assigns. The terms and provisions of this Contract are binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns.

Section 12.4. Entire Contract. Except as specifically provided in this Contract, this Contract sets forth the entire agreement between the College Board and the Academy with respect to the subject matter of this Contract. All prior contracts, representations, statements, negotiations, understandings, and undertakings are superseded by this Contract.

Section 12.5. Assignment. This Contract is not assignable by either the Academy or the College Board.

Section 12.6. Non Waiver. Except as provided herein, no term or provision of this Contract shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default.

Section 12.7. Governing Law. This Contract shall be governed and controlled by the laws of the State of Michigan as to interpretation, enforcement, validity, construction, and effect, and in all other respects.

Section 12.8. Counterparts. This Contract may be executed in any number of counterparts. Each counterpart so executed shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

Section 12.9. Term of Contract. This Contract shall commence on the date first set forth above and shall remain in full force and effect for 4 years until June 30, 2028, unless sooner revoked or terminated according to the terms hereof.

Section 12.10. Indemnification. As a condition to receiving a grant of authority from the College Board to operate a public school pursuant to the terms and conditions of this Contract, the Academy agrees to indemnify, defend and hold the College Board, the College and its Board of Regents members, officers, employees, agents or representatives harmless from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the College, which arise out of or are in any manner connected with the College Board's receipt, consideration or approval of the Application, the College Board's approval of the Resolution or Authorizing Resolution, legal challenges to the validity of Part 6A of the Code or actions taken by the College Board as an authorizing body under Part 6A of the Code, the College Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance of the College Board, the College and its Board of Regents members, officers, employees, agents or

representatives upon information supplied by the Academy, or which arise out of the failure of the Academy to perform its obligations under this Contract. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of governmental immunity provided under Section 7 of the Governmental Liability for Negligence Act, being MCL 691.1407 of the Michigan Compiled Laws.

Section 12.11. Construction. This Contract shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared the Contract.

Section 12.12. Force Majeure. If any circumstances occur which are beyond the control of the parties, which delay or render impossible the obligations of one or both of the parties, the parties' obligations to perform such services shall be postponed for an equivalent period of time or shall be canceled, if such performance has been rendered impossible by such circumstances.

Section 12.13. No Third Party Rights. This Contract is made for the sole benefit of the Academy and the College Board and no other person or entity, including without limitation, the Educational Service Provider. Except as otherwise provided, nothing in this Contract shall create or be deemed to create a relationship between the parties hereto, or either of them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

Section 12.14. Non-agency. It is understood that the Academy is not the agent of the College.

Section 12.15. College Board or CSO General Policies on Public School Academies Shall Apply. Notwithstanding any provision of this Contract to the contrary, and with the exception of existing College Board or CSO policies regarding public school academies which shall apply immediately, College Board or CSO general policies clarifying procedure and requirements applicable to public school academies under this Contract, as from time to time adopted or amended, will automatically apply to the Academy, provided they are not inconsistent with provisions of this Contract. Before issuing general policies under this Section, the College Board or the CSO shall provide a draft of the proposed policies to the Academy Board. The Academy Board shall have at least thirty (30) days to provide comment to the CSO on the proposed policies before such policies shall become effective.

Section 12.16. Survival of Provisions. The terms, provisions, and representations contained in Section 11.2, Section 11.3, Section 12.10, Section 12.13 and any other provisions of this Contract that by their sense and context are intended to survive termination of this Contract shall survive.

Section 12.17. Information Available to the Public.

- (a) Information to be provided by the Academy. The Academy shall make information concerning its operation and management, including without limitation the information described in Schedule 4, available to the public in the same manner and to the same extent as is required for public schools and school districts under Applicable Law.
- (b) Information to be provided by Educational Service Providers. If the Academy enters into an agreement with an Educational Service Provider for operation or management of the Academy, the Management Agreement shall contain a provision requiring the Educational Service Provider to make information concerning the operation and management of the Academy, including without limitation the information described in Schedule 4, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under subparagraph (a).

Section 12.18. Termination of Responsibilities. Upon termination or revocation of the Contract, the College Board or its designee shall have no further obligations or responsibilities under this Contract to the Academy or any other person or persons in connection with this Contract. Upon termination or revocation of the Contract, the Academy may amend its articles of incorporation or bylaws as necessary to allow the Academy Board to: (a) take action to appoint Academy Board members in order to have a quorum necessary to take Academy Board action; or (b) effectuate a dissolution, provided that the Academy Board may not amend any provision in the Academy's articles of incorporation or bylaws regarding the disposition of assets upon dissolution.

Section 12.19. Disposition of Academy Assets Upon Termination or Revocation of Contract. Following termination or revocation of the Contract, the Academy shall follow the applicable wind-up and dissolution provisions set forth in the Academy's articles of incorporation, Part 6A of the Code and Applicable Law.

Section 12.20. Student Privacy. In order to protect the privacy of students enrolled at the Academy, the Academy Board, subject to Section 12.23, shall not:

- (a) sell or otherwise provide to a for-profit business entity any personally identifiable information that is part of a pupil's education records. This subsection does not apply to any of the following situations:
 - (i) for students enrolled in the Academy, providing such information to an educational management organization that has a

contract with the Academy and whose contract has not been disapproved by the College;

(ii) providing the information as necessary for standardized testing that measures a student's academic progress and achievement; or

(iii) providing the information as necessary to a person that is providing educational or educational support services to the student under a contract with either the Academy or an educational management organization that has a contract with the Academy and whose contract has not been disapproved by the College.

(b) The terms "education records" and "personally identifiable information" shall have the same meaning as defined in MCL 380.1136.

Section 12.21. Disclosure of Information to Parents and Legal Guardians. Subject to Section 12.23:

(a) Within thirty (30) days after receiving a written request from a student's parent or legal guardian, the Academy shall disclose without charge to the student's parent or legal guardian any personally identifiable information concerning the student that is collected or created by the Academy as part of the student's education records.

(b) Except as otherwise provided in this subsection (b) and within thirty (30) days after receiving a written request from a student's parent or legal guardian, the Academy shall disclose to a student's parent or legal guardian without charge any personally identifiable information provided to any person, agency or organization. The Academy's disclosure shall include the specific information that was disclosed, the name and contact information of each person, agency, or organization to which the information has been disclosed; and the legitimate reason that the person, agency, or organization had in obtaining the information. The parental disclosure requirement does not apply to information that is provided:

- (i) to the Department or CEPI;
- (ii) to the student's parent or legal guardian;
- (iii) by the Academy to the College Board, College, Charter Schools Office or to the educational management organization with which the Academy has a management agreement that has not been disapproved by the College;
- (iv) by the Academy to the Academy's intermediate school district or another intermediate school district providing services to Academy or the Academy's students pursuant to a written agreement;
- (v) to the Academy by the Academy's intermediate school district or another immediate school district providing services to pupils enrolled in the Academy pursuant to a written agreement;

- (vi) to the Academy by the College Board, College, Charter Schools Office;
- (vii) to a person, agency, or organization with written consent from the student's parent or legal guardian, or from the student if the student is 18 years of age;
- (viii) to a person, agency, or organization seeking or receiving records in accordance with an order, subpoena, or ex parte order issued by a court of competent jurisdiction;
- (ix) to a person, agency, or organization as necessary for standardized testing that measures a student's academic progress and achievement; or
- (x) in the absence of, or in compliance with, a properly executed opt-out form, as adopted by the Academy in compliance with section 1136(6) of the Code, pertaining to uses for which the Academy commonly would disclose a pupil's "directory information."

(c) If the Academy considers it necessary to make redacted copies of all or part of a student's education records in order to protect personally identifiable information of another student, the Academy shall not charge the parent or legal guardian for the cost of those redacted copies.

(d) The terms "education records," "personally identifiable information," and "directory information" shall have the same meaning as defined in MCL 380.1136.

Section 12.22. List of Uses for Student Directory Information; Opt-Out Form; Notice to Student's Parent or Legal Guardian.

(a) Subject to Section 12.23, the Academy shall do all of the following:

- (i) Develop a list of uses (the "Uses") for which the Academy commonly would disclose a student's directory information.
- (ii) Develop an opt-out form that lists all of the Uses and allows a student's parent or guardian to elect not to have the student's directory information disclosed for 1 or more Uses.
- (iii) Present the opt-out form to each student's parent or guardian within the first thirty (30) days of the school year and at other times upon request.
- (iv) If an opt-out form is signed and submitted to the Academy by a student's parent or guardian, then the Academy shall not include the student's directory information in any of the Uses that have been opted out of in the opt-out form.

(b) The terms "directory information" shall have the same meaning as defined in MCL 380.1136.

Section 12.23. Confidential Address Restrictions.

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

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

Section 12.24 Partnership Agreement. If the Department and State Reform Office imposes a partnership agreement on the Academy, the Academy shall work collaboratively with the Department, the State Reform Office and other partners to implement the partnership agreement. In the event that a provision in the partnership agreement is inconsistent with a provision in this Contract, this Contract shall control.

Section 12.25. Statewide Safety Information Policy. The Academy shall adopt and adhere to the statewide school safety information policy required under section 1308 of the Code, MCL 380.1308. The statewide school safety information policy may also address Academy procedures for reporting incidents involving possession of a dangerous weapon as required under section 1313 of the Code, MCL 380.1313.

Section 12.26. Criminal Incident Reporting Obligation. Within twenty-four (24) hours after an incident occurs, the Academy shall provide a report to the Michigan State Police, in a form and manner prescribed by State Police, either of the following: (i) an incident involving a crime that must be reported under section 1310a(2) of the Code, MCL 380.1310a(2); or (ii) an incident, if known to the Academy, involving the attempted commission of a crime that must be reported under section 1310a(2) of the Code, MCL 380.1310a(2). Failure to comply may result in the Academy being ineligible to receive any school safety grants from the Michigan State Police for the fiscal year in which the noncompliance is discovered by State Police.

Section 12.27. Academy Emergency Operations Plan. (a) Beginning in the 2019-2020 school year, and at least biennially thereafter, the Academy shall, in conjunction with at least 1 law enforcement agency having jurisdiction over the Academy, conduct either (i) a review of the Academy's emergency operations plan, including a review of the vulnerability assessment; or (ii) a review of the Academy's statewide school safety information policy, as applicable.

(b) Not later than January 1, 2020, the Academy shall either (i) develop an emergency operations plan for each school building, including recreational structure or athletic field, operated by the Academy with input from the public; or (ii) adopt a statewide school safety information policy under section 1308 of the Code, MCL 380.1308. The emergency operations plan or statewide school safety information policy shall comply with section 1308b(3) of the Code, MCL 380.1308b(3). Within thirty (30) days, the Academy shall provide to the Department, in a form and manner determined by the Department, notice of the adoption of an emergency operations plan or the completion of an emergency operations plan review, as applicable.

Section 12.28. School Safety Liaison. The Academy Board shall designate a liaison to work with the School Safety Commission created under Section 5 of the Comprehensive School Safety Plan Act created under Public Act 548 of 2018, MCL 28.805 and the Office of School Safety created under MCL 28.681. The Liaison shall be an individual employed or assigned to regularly and continuously work under contract in the school operated by the Academy. The Liaison shall work with the School Safety Commission and the Office of School Safety to identify mode practices for determining school safety measures.

Section 12.29. New Building Construction or Renovations. The Academy shall not commence construction on a new school building or the major renovation of an existing school building unless the Academy consults on the plans of the construction or major renovation regarding school safety issues with the law enforcement agency that is or will be the first responder for that school building. School building includes either a building intended to be used to provide pupil instruction or a recreational or athletic structure or field used by pupils.

Section 12.30. Annual Expulsion Report and Website Report on Criminal Incidents. On an annual basis, the Academy Board shall do the following:

(i) prepare and submit to the Superintendent, in a form and manner prescribed by the Superintendent, a report stating the number of pupils expelled from the Academy during the immediately preceding school year, with a brief description of the incident causing each expulsion;

(ii) post on its website, in a form and manner prescribed by the Superintendent, a report on the incidents of crime occurring at schools operated by the Academy. Each school building shall collect and keep current on a weekly basis the information required for the website report, and must provide that information, within seven (7) days upon request; and

(iii) make a copy of the report on the incidents of crime, disaggregated by school building, available to the parent or legal guardian of each pupil enrolled in the Academy.

As the designated representative of the Bay Mills Community College Board of Regents, I hereby issue this Contract to the Academy on the date set forth above.

BAY MILLS COMMUNITY COLLEGE
BOARD OF REGENTS

By: Mariah Wanic
Mariah Wanic, Charter Schools Office Director

Date: July 1, 2024

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

MULTICULTURAL ACADEMY

By: [Signature]
CB77BDA238E34A0

Its: Board President and CAO

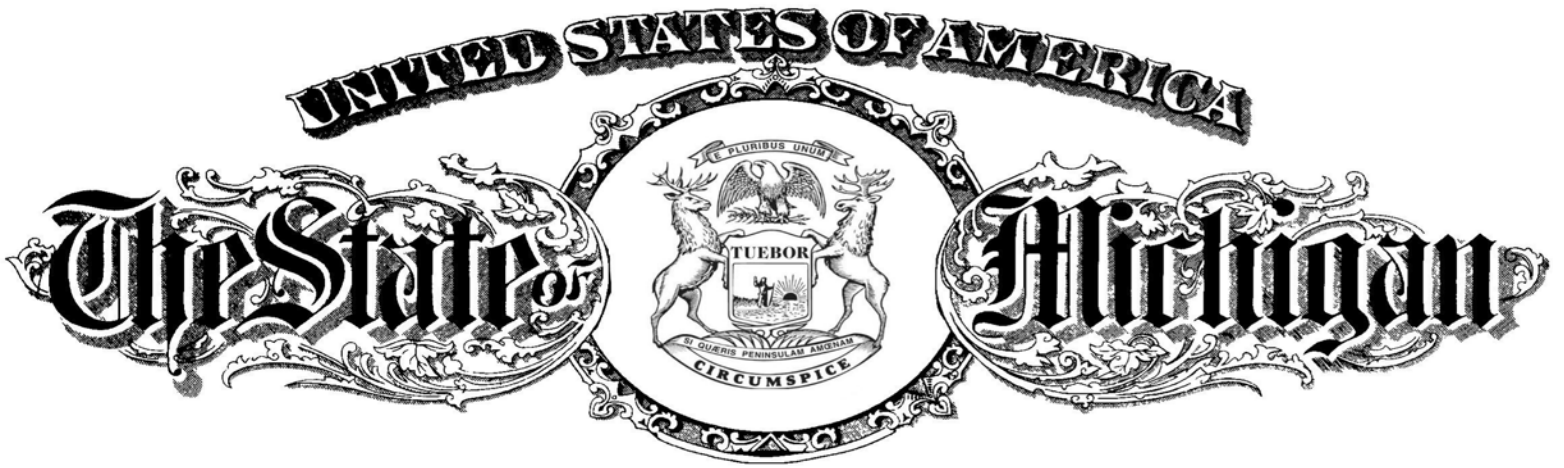
Date: July 1, 2024

CONTRACT SCHEDULES

Schedules

Articles of Incorporation	1
Bylaws	2
Fiscal Agent Agreement	3
Oversight Agreement	4
Description of Staff Responsibilities	5
Physical Plant Description	6
Required Information for Public School Academy	7

CONTRACT SCHEDULE 1
ARTICLES OF INCORPORATION



Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

MULTICULTURAL ACADEMY

was validly Incorporated on October 22 , 2002 as a Michigan nonprofit corporation, and said corporation is validly in existence under the laws of this state.

This certificate is issued pursuant to the provisions of 1982 PA 162 to attest to the fact that the corporation is in good standing in Michigan as of this date and is duly authorized to conduct affairs in Michigan and for no other purpose.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.



Sent by electronic transmission

Certificate Number: 24010418703

In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 22nd day of January , 2024.

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

MICHIGAN DEPARTMENT OF CONSUMER & INDUSTRY SERVICES BUREAU OF COMMERCIAL SERVICES	
Date Received OCT 18 2002	(FOR BUREAU USE ONLY)
This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.	
<div style="border: 1px solid black; padding: 5px; display: inline-block;"> FILED OCT 22 2002 Administrator BUREAU OF COMMERCIAL SERVICES </div>	
Name Manchester & Associates	
Address 206 N. Huron Street	
City Ypsilanti, MI	State 48197
Zip Code	
EFFECTIVE DATE:	

Document will be returned to the name and address you enter above.
 If left blank document will be mailed to the registered office.

779446

ARTICLES OF INCORPORATION
For use by Domestic Nonprofit Corporations
 (Please read information and instructions on the last page)

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is:
 EASTERN WASHTENAW MULTICULTURAL ACADEMY

ARTICLE II

The purpose or purposes for which the corporation is organized are:

1. The corporation is organized for the purpose of operating as a public school academy in the State of Michigan pursuant to Part 6A of the Code being Sections 380.501 to 380.507 of the Michigan Compiled Laws.
2. See attached sheet

ARTICLE III

1. The corporation is organized upon a non-stock basis.
(Stock or Nonstock)
2. If organized on a stock basis, the total number of shares which the corporation has authority to issue is _____ . If the shares are, or are to be, divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences and limitations of the shares of each class are as follows:

to 20th 135860 acrc

ARTICLES OF INCORPORATION (Continued)
DOMESTIC NONPROFIT CORPORATIONS

EASTERN WASHTENAW MULTICULTURAL ACADEMY

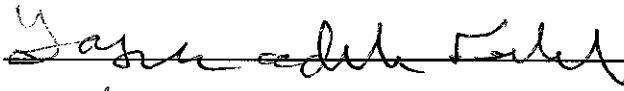
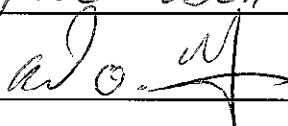
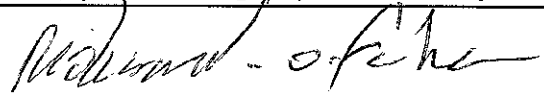
ARTICLE II (Continued)

2. The corporation, including all activities incident to its purposes, shall at all times be conducted so as to be a governmental entity pursuant to Section 115 of the United States Internal Revenue Code ("IRC") or any successor law. Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activity not permitted to be carried on by a governmental instrumentality exempt from federal income tax under Section 115 of the IRC or by a nonprofit corporation organized under the laws of the State of Michigan and subject to a Contract authorized under the Code.

Use space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

SEE ADDITIONAL SHEET

I, (We), the incorporator(s) sign my (our) name(s) this 25th day of September, 2002.

<u></u>	<u>2570 SEMINOLE STREET</u>
<u>YASER ODEH FARHA</u>	<u>ANN ARBOR, MI 48108-1323</u>
<u></u>	<u>2580 SEMINOLE STREET</u>
<u>AHMED ODEH FARHA</u>	<u>ANN ARBOR, MI 48108-1323</u>
<u></u>	<u>5730 AMBER WAY.</u>
<u>MOHAMMED ODEH FARHA</u>	<u>YPSILANTI, MI 48197-8206</u>

ARTICLES OF INCORPORATION (Continued)
DOMESTIC NONPROFIT CORPORATIONS

EASTERN WASHTENAW MULTICULTURAL ACADEMY

ARTICLE VI

The corporation is a governmental entity.

ARTICLE VII

The corporation and its incorporators, board members, officers, employees, and volunteers have governmental immunity as provided in Section 7 of Act No. 170 of the Public Acts of 1964, being Section 691.1407 of the Michigan Compiled Laws.

ARTICLE VIII

Before execution of a contract to charter a public school academy between the corporation and the Bay Mills Community College Board of Regents (the "College Board"), the method of selection, length of term, and the number of members of the Board of Directors of the corporation shall be approved by a resolution of the College Board as require by the Code.

ARTICLE IX

The Board of Directors shall have all the powers and duties permitted by law to manage the business, property and affairs of the corporation.

ARTICLE X

The officers of the corporation shall be a President, Vice-President, Secretary and a Treasurer, each of whom shall be a member of the Board of Directors and shall be selected by the Board of Directors. The Board of Directors may select one or more assistants to the Secretary or Treasurer, and may also appoint such other agents as it may deem necessary for the transaction of the business of the corporation.

ARTICLE XI

No part of the net earnings of the corporation shall inure to the benefit of or be distributable to its directors, board, officers or other private persons, or organization organized and operated for a profit (except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in the furtherance of the purposes set forth in Article II hereof). Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on by a governmental entity exempt from federal income tax under Section 115 of the IRC, or comparable provisions of any successor law.

To the extent permitted by law, upon the dissolution of the corporation, the board shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation to the College Board for forwarding to the state school aid fund established under Article IX, Section 11 of the Constitution of the State of Michigan of 1963, as amended.

ARTICLE XII

These Articles of Incorporation shall not be amended except by the process provided in Article IX of the Contract executed by the corporation and the College Board. This process is as follows:

The corporation, by a majority vote of its Board of Directors, may, at any time, propose specific changes to these Articles of Incorporation or may propose a meeting to discuss potential revision to these Articles of Incorporation. The proposal will be made to the College Board through its designee. The College Board delegates to its President the review and approval of changes or amendments to these Articles of Incorporation. In the event that a proposed change is not accepted by the College President, the College Board shall consider and vote upon a change proposed by the corporation following an opportunity for a written and oral presentation to the College Board by the corporation.

At any time and for any reason, the College Board or an authorized designee may propose specific changes to these Articles of Incorporation or may propose a meeting to discuss potential revision. The corporation's Board of Directors may delegate to an officer of the corporation the review and negotiation of changes or amendments to these Articles of Incorporation. The Articles of Incorporation shall be amended as requested by the College Board upon a majority vote of the corporation's Board of Directors.

Amendments to these Articles of Incorporation take effect only after they have been approved by the corporation's Board of Directors and by the College Board or its designee and filed with the Michigan Department of Consumer and Industry Services, Bureau of Commercial Services. In addition, the corporation shall file with the amendment a copy of the College Board's or its designee's approval of the amendment.

ADOPTION OF ARTICLES

These Articles of Incorporation were duly adopted on this 25th day of September, 2002. These Articles of Incorporation shall become effective upon filing. However, the corporation shall not carry out the purposes set forth in Article II unless the College Board issues to the corporation a contract to operate as a public school academy, and the contract is executed by both the corporation and the College Board.

BY: Thomas C. Manchester
Acting Secretary

**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU**

S

Date Received

APR 12 2018

AC1

APR 13 2018

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

FILED
APR 13 2018

ADMINISTRATOR
CORPORATIONS DIVISION

Name John Perkins / Dickinson Wright PLLC		
Address 500 Woodward Avenue, Suite 4000		
City Detroit	State Michigan	ZIP Code 48226

EFFECTIVE DATE:

Document will be returned to the name and address you enter above.
If left blank, document will be returned to the registered office.

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION

For use by Domestic Profit and Nonprofit Corporations

(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972, (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The present name of the corporation is:

Multicultural Academy

2. The identification number assigned by the Bureau is:

800893418

3. Article II and XI of the Articles of Incorporation is hereby amended to read as follows:

See Exhibit A attached hereto.

\$10.00 CAL/CAB 1830416

\$100.00 CK/Indk 1830610



COMPLETE ONLY ONE OF THE FOLLOWING:

4. Profit or Nonprofit Corporations: For amendments adopted by unanimous consent of incorporators before the first meeting of the board of directors or trustees.

The foregoing amendment to the Articles of Incorporation was duly adopted on the _____ day of _____, _____, in accordance with the provisions of the Act by the unanimous consent of the incorporator(s) before the first meeting of the Board of Directors or Trustees.

Signed this _____ day of _____, _____

(Signature)

(Signature)

(Type or Print Name)

(Type or Print Name)

(Signature)

(Signature)

(Type or Print Name)

(Type or Print Name)

5. Profit Corporation Only: Shareholder or Board Approval

The foregoing amendment to the Articles of Incorporation proposed by the board was duly adopted on the _____ day of _____, _____, by the: (check one of the following)

- shareholders at a meeting in accordance with Section 611(3) of the Act.
- written consent of the shareholders having not less than the minimum number of votes required by statute in accordance with Section 407(1) of the Act. Written notice to shareholders who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders is permitted only if such provision appears in the Articles of Incorporation.)
- written consent of all the shareholders entitled to vote in accordance with Section 407(2) of the Act.
- board of a profit corporation pursuant to Section 611(2) of the Act.

Profit Corporations and Professional Service Corporations

Signed this _____ day of _____, _____

By _____
(Signature of an authorized officer or agent)

(Type or Print Name)

6. Nonprofit corporation only: Member, shareholder, or board approval

The foregoing amendment to the Articles of Incorporation was duly adopted on the 22nd day of March, 2018 by the (check one of the following)

Member or shareholder approval for nonprofit corporations organized on a membership or share basis

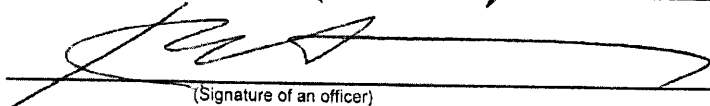
- members or shareholders at a meeting in accordance with Section 611(3) of the Act.
- written consent of the members, shareholders, or their proxies having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act. Written notice to members or shareholders who have not consented in writing has been given. (Note: Written consent by less than all of the members, shareholders, or their proxies is permitted only if such provision appears in the Articles of Incorporation.)
- written consent of all the members, shareholders, or their proxies entitled to vote in accordance with Section 407(3) of the Act.

Directors (Only if the Articles state that the corporation is organized on a directorship basis)

- directors at a meeting in accordance with Section 611(3) of the Act.
- written consent of all directors pursuant to Section 525 of the Act.

Nonprofit Corporations

Signed this Second day of April, 2018

By 
(Signature of an officer)

Dr. Khalil Samaha
(Type or Print Name)

President
(Type or Print Title)

EXHIBIT A

Article II of the Articles of Incorporation is hereby amended to read as follows:

1. The corporation is organized for the purpose of operating as a public school academy in the State of Michigan pursuant to Part 6A of the Code being Sections 380.501 to 380.507 of the Michigan Compiled Laws.
2. The corporation, including all activities incident to its purposes, shall at all times be conducted so as to be a governmental entity pursuant to Section 115 of the United States Internal Revenue Code ("IRC") or any successor law. Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activity not permitted to be carried on by a governmental instrumentality exempt from federal income tax under Section 115 of the IRC or by a nonprofit corporation organized under the laws of the State of Michigan and subject to a Contract authorized under the Code.
3. The corporation is organized exclusively for educational purposes, within the meaning of Section 501(c)(3) of the IRC, or corresponding section of any future federal tax code.

Article XI of the Articles of Incorporation is hereby amended to read as follows:

1. No part of the net earnings of the corporation shall inure to the benefit of or be distributable to its directors, board, officers or other private persons, or organization organized and operated for a profit (except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article II hereof). Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on by a governmental entity exempt from federal income tax under Section 115 of the IRC, or comparable provisions of any successor law.
2. To the extent permitted by law, upon the dissolution of the corporation, the board shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation to the College Board for forwarding to the state school aid fund established under Article IX, Section 11 of the Constitution of the State of Michigan of 1963, as amended.
3. As provided for above, upon dissolution of the corporation, assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the IRC, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose.

CONTRACT SCHEDULE 2

BYLAWS

RESTATED BYLAWS
OF
MULTICULTURAL ACADEMY

ARTICLE I

NAME

This organization shall be called Multicultural Academy (the "Academy" or "Corporation").

ARTICLE II

FORM OF CORPORATION

The Academy is a governmental entity, organized as a non-profit, non-stock, directorship corporation.

ARTICLE III

OFFICES

Section 1. Principal Office. The principal office of the Corporation shall be located in the City of Ann Arbor, County of Washtenaw, State of Michigan.

Section 2. Registered Office. The registered office of the Corporation may be the same as the principal office of the Corporation, but in any event must be located in the State of Michigan, and be the business office of the resident agent, as required by the Michigan Nonprofit Corporation Act. Changes in the resident agent and registered address of the Academy must be filed with the Michigan Department of Licensing and Regulatory Affairs, Commercial Services and reported to the Charter Schools Office.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. General Powers. The business, property and affairs of the Corporation shall be managed by the Academy Board of Directors ("Academy Board"). The Academy Board may exercise any and all of the powers granted to it under the Michigan Non-Profit Corporation Act or pursuant to Part 6A of the Revised School Code ("Code"). The Academy Board may delegate such powers to the officers and committees of the Academy Board as it deems necessary, so long as such delegation is consistent with the Articles, these Bylaws, the Contract and Applicable Law.

Section 2. College Board Resolution Establishing Method of Selection, Length of Term and Number of Academy Board Members. The method of selection and appointment, length of term, number of directors, oath of public office requirements, tenure, removal, resignation, compensation and prerequisite qualifications for members of the Academy Board shall comply with the resolution adopted by the Bay Mills Community College Board of Regents (the "College Board").

ARTICLE V

MEETINGS

Section 1. Annual and Regular Meetings. The Academy Board shall hold an annual meeting each year, as well as monthly meetings thereafter. The Academy Board shall provide, by resolution, the time and place, within the State of Michigan, for the holding of regular monthly meetings. The Academy Board shall provide notice of the annual and all regular monthly and special meetings to the Charter Schools Office and as required by the Open Meetings Act.

Section 2. Special Meetings. Special meetings of the Academy Board may be called by or at the request of the Academy Board President or any Director. The person or persons authorized to call special meetings of the Academy Board may fix the place within the State of Michigan for holding any special meeting of the Academy Board called by them, and, if no other place is fixed, the place of meeting shall be the principal business office of the Corporation in the State of Michigan. The Corporation shall provide notice of all special meetings to the Charter Schools Office and as required by the Open Meetings Act.

Section 3. Quorum. In order to legally transact business, the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A "quorum" shall be defined as follows:

<u># of Academy Board positions</u>	<u># required for Quorum</u>
Five (5)	Three (3)
Seven (7)	Four (4)
Nine (9)	Five (5)

Section 4. Manner of Acting. The Academy Board shall be considered to have "acted," when a duly called meeting of the Academy Board has a quorum present and the number of Academy Board members voting in favor of an action is as follows:

<u># of Academy Board positions</u>	<u># for Quorum</u>	<u># required to act</u>
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)

Section 5. Open Meetings Act. All meetings and committee meetings of the Academy Board shall at all times be in compliance with the Open Meetings Act.

Section 6. Notice to Directors. The Academy Board shall provide notice of any meeting to each Director stating the time and place of the meeting, with the delivery of such notice personally, by mail, facsimile or electronic mail to each Director at the Director's personal address or electronic mail address. Any Director may waive notice of any meeting by written statement sent by the Director to the Academy Board Secretary before or after the holding of the meeting. A Director's attendance at a meeting constitutes a waiver of the notice of the meeting required under this Section.

Section 7. Votes By Directors. The Academy Board meeting minutes shall reflect the vote, whether in favor, in opposition or in abstention, of each Director present at the meeting.

ARTICLE VI

COMMITTEES

Section 1. Committees. The Academy Board, by resolution, may designate one or more committees, each committee to consist of one or more Directors selected by the Academy Board. As provided in the resolution as initially adopted, and as thereafter supplemented or amended by further resolution, the committees shall have such powers as delegated by the Academy Board, except (i) filling of vacancies on the Academy Board or in the offices of the Academy Board or committees created pursuant to this Section; (ii) amendments to the Articles of Incorporation or Bylaws; or (iii) any action the Academy Board cannot lawfully delegate under the Articles, the Contract, the Bylaws or Applicable Law. All committee meetings shall at all times be in compliance with the Open Meetings Act. Each committee shall fix its own rules governing the conduct of its activities and shall make such reports to the Academy Board of its activities as the Academy Board may request.

ARTICLE VII

OFFICERS OF THE BOARD

Section 1. Number. The officers of the Corporation shall be a President, Vice-President, Secretary, Treasurer, and such Assistant Treasurers and Assistant Secretaries or other officers as may be selected by the Academy Board.

Section 2. Election and Term of Office. The Academy Board shall elect its initial officers at its first duly noticed meeting. Thereafter, officers shall be elected annually by the Academy Board at the Corporation's annual meeting. If the election of officers is not held at that meeting, the election shall be held as soon thereafter as may be convenient. Each officer shall hold office while qualified or until the officer resigns or is removed in the manner provided in Section 3.

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

Section 4. Vacancies. A vacancy in any office shall be filled by appointment by the Academy Board for the unexpired portion of the term of the vacating officer.

Section 5. President. The President of the Corporation shall be a member of the Academy Board. The President of the Corporation shall preside at all meetings of the Academy Board. If there is not a President, or if the President is absent, then the Vice-President shall preside. If the Vice-President is absent, then a temporary chair, chosen by the members of the Academy Board attending the meeting shall preside. The President shall be an ex officio member of any standing committees and when designated by the Academy Board, Chairperson of any standing committee established by the Academy Board. The President shall, in general, perform all duties incident to the office of President of the Academy Board as may be prescribed by the Academy Board from time to time.

Section 6. Vice-President. The Vice-President of the Corporation shall be a member of the Academy Board. In the absence of the President or in the event of the President's death, inability or refusal to act, the Vice-President shall perform the duties of President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to the Vice-President by the President or by the Academy Board.

Section 7. Secretary. The Secretary of the Corporation shall be a member of the Academy Board. The Secretary shall: (a) keep the minutes of the Academy Board meetings in one or more books provided for that purpose; (b) see that all notices, including those notices required under the Open Meetings Act, are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the Corporation and see that the seal of the Corporation is affixed to all authorized documents; (d) keep a register of the post office address of each Director; and (e) perform all duties incident to the office of Secretary and other duties assigned by the President or the Academy Board.

Section 8. Treasurer. The Treasurer of the Corporation shall be a member of the Academy Board. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Corporation; (b) keep accurate books and records of corporate receipts and disbursements; (c) deposit all moneys and securities received by the Corporation in such banks, trust companies or other depositories as shall be selected by the Academy Board; (d) complete all required corporate filings; (e) assure that the responsibilities of the fiscal agent of the Corporation are properly carried out; and (f) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Academy Board.

Section 9. Assistants and Acting Officers. The Assistants to the officers, if any, selected by the Academy Board, shall perform such duties and have such authority as shall from time to time be delegated or assigned to them by the Secretary or Treasurer or by the Academy Board. The Academy Board shall have the power to appoint any person to perform the duties of an officer whenever for any reason it is impractical for such officer to act personally. Such acting officer so appointed shall have the powers of and be subject to all the restrictions upon the officer to whose office the acting officer is so appointed except as the Academy Board may by resolution otherwise determine.

Section 10. Salaries. Officers of the Academy Board, as Directors of the Corporation, shall not be compensated for their services. By resolution of the Academy Board, Directors and officers of the Corporation may be reimbursed for reasonable expenses incident to their duties.

Section 11. Filling More Than One Office. Subject to the statute concerning the Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being Sections 15.181 to 15.185 of the Michigan Compiled Laws, any two offices of the Corporation except those of President and Vice-President may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity.

ARTICLE VIII

CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS

Section 1. Contracts. The Academy Board may authorize any officer(s), assistant(s) or acting officer(s), to enter into any contract, to execute and deliver any instrument, or to acknowledge any instrument required by law to be acknowledged in the name of and on behalf of the Corporation. Such authority may be general or confined to specific instances, but the appointment of any person other than an officer to acknowledge an instrument required by law to be acknowledged should be made by instrument in writing. When the Academy Board authorizes the execution of a contract or of any other instrument in the name of and on behalf of the Corporation, without specifying the executing officers, the President or Vice-President, and the Secretary or Treasurer may execute the same and may affix the corporate seal thereto. No contract entered into, by or on behalf of the Academy Board, shall in any way bind Bay Mills Community College or impose any liability on Bay Mills Community College, the College Board, its regents, officers, employees or agents.

Section 2. Loans. No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Academy Board. Such authority may be general or confined to specific instances. No loan, advance, overdraft or withdrawal by an officer or Director of the Corporation, other than in the ordinary and usual course of the business of the Corporation, shall be made or permitted. No loan entered into, by or on behalf of the Academy Board, shall in any way be considered a debt or obligation of Bay Mills Community College or impose any liability on Bay Mills Community College, the College Board, its regents, officers, employees or agents. To avoid creating or perpetuating circumstances in which the possibility of favoritism, conflicts of interest, or impairment of efficient operations may occur, the Corporation will not issue a debt instrument (e.g. loan agreement, promissory note, mortgage, line of credit, etc.) to any person employed by the Corporation or any person who serves on the Academy Board. This prohibition also applies to the issuance of a debt instrument to an entity owned or closely related to any Corporation employee or Academy Board member.

Section 3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents, of the Corporation and in such manner as shall from time to time be determined by resolution of the Academy Board.

Section 4. Deposits. Consistent with section 1221 of the Code, the Treasurer of the Academy shall deposit the funds of the Academy in a financial institution or in a joint investment authorized by the Code. All additional funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Academy Board may select, provided that such financial institution is eligible to be a depository of surplus funds under Section 6 of Act No. 105 of the Public Acts of 1855, as amended, being MCL 21.146 of the Michigan Compiled Laws.

Section 5. Voting of Securities Owned by this Corporation. Subject always to the specific directions of the Academy Board, any shares or other securities issued by any other Corporation and owned or controlled by this Corporation may be voted at any meeting of security holders of such other Corporation by the President of this Corporation or by proxy appointed by the President, or in the absence of the President and the President's proxy, by the Secretary or Treasurer of this Corporation or by proxy appointed by the Secretary or Treasurer. Such proxy or consent with respect to any shares or other securities issued by any other corporation and owned by this corporation shall be executed in the name of this Corporation by the President, the Secretary or the Treasurer of this Corporation without necessity of any authorization by the Academy Board, affixation of corporate seal or countersignature or attestation by another officer. Any person or persons designated in the manner above stated as the proxy or proxies of this Corporation shall have full right, power and authority to vote the shares or other securities issued by such other corporation and owned by this Corporation the same as such shares or other securities might be voted by this Corporation. This section shall in no way be interpreted to permit the Corporation to invest any of its surplus funds in any shares or other securities issued by any other corporation. This section is intended to apply, however, to all gifts, bequests or other transfers of shares or other securities issued by any other corporation which are received by the Corporation.

Section 6. Contracts Between Corporation and Related Persons; Persons Ineligible to Serve as Directors. Pursuant to the Code, each Director, officer or employee of the Academy shall comply with the Incompatible Public Office statute, Act No. 566 of the Public Acts of 1978, being sections 15.181 to 15.185 of the Michigan Compiled Laws, and the Contracts of Public Servants with Public Entities, Act No. 317 of the Public Acts of 1968, being sections 15.321 to 15.330 of the Michigan Compiled Laws. The Academy Board shall ensure compliance with the Contract and Applicable Law relating to conflicts of interest.

ARTICLE IX

INDEMNIFICATION

Each person who is or was a Director, officer or member of a committee of the Corporation and each person who serves or has served at the request of the Corporation as a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Corporation to the fullest extent permitted by the corporation laws of the State of Michigan as they may be in effect from time to time. The Corporation may purchase and maintain insurance on behalf of any such person against any liability asserted against and incurred by such person in any such capacity or arising out of his

status as such, whether or not the Corporation would have power to indemnify such person against such liability under the preceding sentence. The Corporation may, to the extent authorized from time to time by the Academy Board, grant rights to indemnification to any employee or agent of the Corporation to the fullest extent provided under the laws of the State of Michigan as they may be in effect from time to time.

ARTICLE X

FISCAL YEAR

The fiscal year of the Corporation shall begin on the first day of July in each year.

ARTICLE XI

AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by obtaining (a) the affirmative vote of a majority of the Academy Board at any regular or special meeting of the Academy Board, if a notice setting forth the terms of the proposal has been given in accordance with the notice requirements for such meetings, and (b) the written approval of the changes or amendments by the College President or his designee. In the event that a proposed change is not accepted by the College President or his designee, the College Board shall consider and vote upon a change proposed by the Corporation following an opportunity for a written and oral presentation to the College Board by the Corporation. Amendments to these Bylaws take effect only after they have been approved by both the Corporation's Academy Board and by the College Board or its designee.

ARTICLE XI

CONTRACT DEFINITIONS

The definitions set forth in the Terms and Conditions incorporated as part of the Contract shall have the same meaning in these Bylaws.

CERTIFICATION

The Academy Board certifies that these Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by unanimous consent of the Academy Board on the 21 day of June, 2012.



Secretary

CONTRACT SCHEDULE 3
FISCAL AGENT AGREEMENT

SCHEDULE 3

FISCAL AGENT AGREEMENT

This Agreement is part of the Contract issued by the Bay Mills Community College Board of Regents ("College Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to Multicultural Academy (the "Academy"), a public school academy.

Preliminary Recitals

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

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

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

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

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

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

"Agreement" means this Fiscal Agent Agreement.

"Fiscal Agent" means the College Board or an officer or employee of Bay Mills Community College as designated by the College Board.

"Other Funds" means any other public or private funds which the Academy receives and for which the College Board voluntarily agrees to receive and transfer to the Academy.

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

"State" means the State of Michigan.

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

ARTICLE II

FISCAL AGENT DUTIES

Section 2.01. Receipt of State School Aid Payments and Other Funds. The College Board is the Fiscal Agent for the Academy for the limited purpose of receiving State School Aid Payments. By separate agreement, the College Board and the Academy may also agree that the College Board will receive Other Funds for transfer to the Academy. The Fiscal Agent will receive State School Aid Payments from the State, as provided in Section 3.03.

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

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

Section 2.04. Academy Board Requests for Direct Intercept of State School Aid Payments. If the Academy Board directs that a portion of the Academy's State School Aid Payments be forwarded by the Fiscal Agent to a third party account for the payment of Academy debts and liabilities, the Academy shall submit to the Charter Schools Office: (i) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid Payments; and (ii) a copy of a State School Aid Payment Agreement and Direction document that is in a form and manner acceptable to the Fiscal Agent. The State School Aid Payment and Direction document shall include language that the third party lender or trustee acknowledges and consents to the transfer of State School Aid Payments into the Academy's dissolution account, as set forth in Article X of the Terms and Conditions. Any unspent funds remaining in the Academy's dissolution account after payment of all wind up and dissolution expenses shall be returned to the Academy.

ARTICLE III

STATE DUTIES

Section 3.01. Eligibility for State School Aid Payments. The State, through its Department of Education, has sole responsibility for determining the eligibility of the Academy to receive State School Aid Payments. The State, through its Department of Education, has sole responsibility for determining the amount of State School Aid Payments, if any, the Academy shall be entitled to receive.

Section 3.02. State School Aid Payment Overpayments and Penalties. The State, through its Department of Education, has sole responsibility for determining State School Aid Payment overpayments to the Academy and the method and time period for repayment by the Academy. The State, through its Department of Education, has sole responsibility for assessing State School Aid penalties against the Academy for noncompliance with the Code and the State School Aid Act of 1979, as amended.

Section 3.03. Method of Payment. Each State School Aid Payment for the Academy will be made to the Fiscal Agent by the State Treasurer by issuing a warrant and delivering the warrant to the Fiscal Agent by electronic funds transfer into an account specified by the Fiscal Agent, or by such other means deemed acceptable to the Fiscal Agent. The State shall make State School Aid Payments at the times specified in the State School Aid Act of 1979, as amended.

ARTICLE IV

ACADEMY DUTIES

Section 4.01. Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, an Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended.

Section 4.02. Expenditure of Funds. The Academy may expend funds that it receives from the State School Aid Fund for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy Board to be consistent with the purposes for which the funds were appropriated.

Section 4.03. Mid-Year Transfers. Funding for students transferring into or out of the Academy during the school year shall be in accordance with the State School Aid Act of 1979 or applicable State Board rules.

Section 4.04. Repayment of Overpayment and Penalties. The Academy shall be directly responsible for reimbursing the State for any overpayment of State School Aid Payments or any State School Aid penalties. At its option, the State may reduce subsequent State School Aid Payments by the amount of the overpayment or penalty or seek collection of the overpayment or penalty from the Academy.

Section 4.05. Deposit of Academy Funds. The Academy Board agrees to comply with Section 1221 of the Revised School Code, being MCL 380.1221, regarding the deposit of State School Aid Payments and Other Funds received by the Academy.

ARTICLE V

RECORDS AND REPORTS

Section 5.01. Records. The Fiscal Agent shall keep books of record and accounts of all transactions relating to the receipts, disbursements, allocations and application of the State School Aid Payments and Other Funds received, deposited or transferred for the benefit of the Academy, and these books shall be available for inspection at reasonable hours and under reasonable conditions by the Academy and the State.

Section 5.02. Reports. The Fiscal Agent shall prepare and send to the Academy within thirty (30) days of September 1, 2024, and annually thereafter, a written report dated as of August 31st summarizing all receipts, deposits and transfers made on behalf or for the benefit of the Academy during the period beginning on the latter of the date hereof or the date of the last such written report and ending on the date of the report, including without limitation, State School Aid Payments received on behalf of the Academy from the State Treasurer and any Other Funds which the College Board receives under this Agreement.

ARTICLE VI

CONCERNING THE FISCAL AGENT

Section 6.01. Representations. The Fiscal Agent represents that it has all necessary power and authority to enter into this Agreement and undertake the obligations and responsibilities imposed upon it in this Agreement and that it will carry out all of its obligations under this Agreement.

Section 6.02. Limitation of Liability. The liability of the Fiscal Agent to transfer funds to the Academy shall be limited to the amount of State School Aid Payments as are from time to time delivered by the State and the amount of Other Funds as delivered by the source of those funds.

The Fiscal Agent shall not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by Applicable Law or this Agreement, nor shall the Fiscal Agent be responsible for the consequences of any error of judgment; and the Fiscal Agent shall not be answerable except for its own action, neglect or default, nor for any loss unless the same shall have been through its gross negligence or willful default.

The Fiscal Agent shall not be liable for any deficiency in the State School Aid Payments received from the State Treasurer to which the Academy was properly entitled. The Fiscal Agent shall not be liable for any State School Aid overpayments made by the State Treasurer to the Academy for which the State subsequently seeks reimbursement. The Fiscal Agent shall not be liable for any State School Aid penalties imposed by the State against the Academy.

Acknowledgment of Receipt

The undersigned, on behalf of the State of Michigan, Department of Treasury, acknowledges receipt of the foregoing Fiscal Agent Agreement that is part of the Contract issued by the Bay Mills Community College Board of Regents to Multicultural Academy.

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

Date: 4/3/24

CONTRACT SCHEDULE 4
OVERSIGHT AGREEMENT

SCHEDULE 4

OVERSIGHT AGREEMENT

This Agreement is part of the Contract issued by the Bay Mills Community College Board of Regents ("College Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to Multicultural Academy (the "Academy"), a public school academy.

Preliminary Recitals

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

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

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

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

"Agreement" means this Oversight Agreement.

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

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

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

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

ARTICLE II

OVERSIGHT AND COMPLIANCE CERTIFICATION RESPONSIBILITIES

Section 2.01. Oversight Responsibilities. The Charter Schools Office, as it deems necessary to fulfill the College Board's Oversight Responsibilities, may undertake the following:

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

Section 2.02. Compliance Certification Duties. The Academy agrees to perform all of the following Compliance Certification Duties:

- a. Submit information to the Charter Schools Office in accordance with the Master Calendar of Reporting Requirements adopted by the Charter Schools Office. The Master Calendar may be amended from time to time as deemed necessary by the Charter Schools Office Director.
- b. Submit quarterly financial reports to the Charter Schools Office in a form and manner determined by the Charter Schools Office. Submit other financial reports as established by the Charter Schools Office.
- c. Permit inspection of the Academy's records and/or premises at any reasonable time by the Charter Schools Office.
- d. Report any litigation or formal proceedings alleging violation of any Applicable Law by the Academy to counsel for the College Board as designated in Article XII of the Terms and Conditions.
- e. Upon request, provide copies of information submitted to the Michigan Department of Education, the Superintendent of Public Instruction, or State Board of Education to the Charter Schools Office.
- f. Provide proposed minutes of all Academy Board of Directors' meetings to the Charter Schools Office no later than ten (10) business days after such meeting, and provide approved final minutes to the Charter Schools Office within five (5) business days after the minutes are approved.
- g. Submit to the Charter Schools Office prior to the issuance of the Contract, copies of insurance policies evidencing all insurance as required by the Contract.
- h. Submit to the Charter Schools Office a copy of the Academy's lease, deed or other purchase arrangement for its physical facilities as required by the Contract.
- i. Submit to the Charter Schools Office, copies of all fire, health and safety approvals required by Applicable Law for the operation of a school.
- j. Submit annually to the Charter Schools Office, the dates, times and a description of how the Academy will provide notice of the Academy's pupil application and enrollment process. The Academy's pupil application and enrollment admission process must be conducted in a fair and open manner in compliance with the Contract and the Code. At a minimum, the Academy shall make a reasonable effort to advertise its enrollment openings by newspaper, mail, media, internet or other acceptable communication process. All Academy notices of the open enrollment period must include language that the open enrollment period includes evening and weekend times for enrolling students in the Academy. In addition, the Academy must set forth in all public notices the date for the holding of a random selection drawing if such a drawing becomes necessary.

k. Upon receipt from the Michigan Department of Licensing and Regulatory Affairs, Bureau of Construction Codes and the Bureau of Fire Services, the Academy shall submit to the Charter Schools Office a copy of any Certificate of Occupancy approval for the Academy's school facility outlined in Schedule 6. The Academy shall not occupy or use the school facility identified in Schedule 6 until such facility has been approved for occupancy by the Bureau of Construction Codes and the Bureau of Fire Services or other local authorized building department.

l. Submit to the Charter Schools Office copies of ESP agreements, if any, in compliance with the Contract and the Code.

m. By July 1st of each year, the Academy Board shall provide a copy of the Academy Board's public meeting schedule for the upcoming school year. The Academy Board's public meeting schedule shall include the date, time and location of the public meetings for the upcoming school year. Within ten (10) business days of Academy Board approval, the Academy Board shall provide a copy to the Charter Schools Office of any changes to the Academy Board public meeting schedule.

n. Prior to December 31 of each year and whenever necessary thereafter, the Academy Board shall approve and submit a revised operating school budget that includes, without limitation, the following: (i) the total projected amount of state school aid revenues based on the Academy's October pupil membership count; (ii) revised personnel costs; (iii) any start-up expenses incurred by the Academy; and (iv) the total amount of short-term cash flow loans obtained by the Academy. The Academy shall make budget revisions in a manner prescribed by law. Within thirty (30) days of the Academy Board approving the budget (original and amended, if applicable), the Academy shall place a copy of that budget on the Academy's website within a section of the website that is accessible to the public.

o. Within 5 days of its submission to the Center for Educational Performance and Information (CEPI) of the budgetary assumptions that are required by Section 1219 of the Code, the Academy shall provide a copy of those budgetary assumptions to the Charter Schools Office, and confirm that the submitted budgetary assumptions were used in the adoption of the Academy's annual budget.

p. Submit copies to the Charter Schools Office of any periodic financial status reports required of the Academy by the Department of Treasury.

q. Provide copies of notices, reports and plans, including deficit elimination or enhanced deficit elimination plans, to the Charter Schools Office under Section 1220 of the Code.

To the extent that any dates for the submission of materials by the Academy under Section 2.02 conflict with dates set forth in the Master Calendar, the dates in the Master Calendar shall control.

Section 2.03. Waiver and Delegation of Oversight Procedures. The College Board or its designee and the Academy may agree to modify or waive any of the Oversight Duties or Compliance

Certification Duties. The College Board may delegate its Oversight Duties, or any portion of its Oversight Duties, to an officer of the College or other designee.

ARTICLE III

RECORDS AND REPORTS

Section 3.01. Records. The Academy will keep records in which complete and correct entries shall be made of all Compliance Certification Duties conducted, and these records shall be available for inspection at reasonable hours and under reasonable conditions by the Charter Schools Office.

ARTICLE IV

MISCELLANEOUS

Section 4.01. Administrative Fee. The Academy agrees to pay to the College Board an administrative fee of 3% of the State School Aid Payments received by the Academy. This fee shall be retained by the College Board from each State School Aid Payment received by the College Board for forwarding to the Academy. This fee shall compensate the College Board for overseeing the Academy's compliance with the Contract and all Applicable Law and other related activities for which compensation is permissible. If the Academy elects to enter into a contract for an administrative review with the Charter Schools Office, the costs of performing an administrative review shall not be part of the administrative fee under this section but shall be an added service provided by the Charter Schools Office to the Academy on a fee for service basis, as authorized under the Code.

Section 4.02. Time of the Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Academy and the College Board by this Agreement.

Section 4.03. Audit and Evaluation. The Academy:

- a. hereby authorizes the Charter Schools Office to perform audit and evaluation studies using Academy data including, but not limited to, personally identifiable information about the Academy's students and staff submitted by the Academy to agencies including, but not limited to, Center for Educational Performance and Information ("CEPI"), Office of Educational Assessment and Accountability ("OEAA") and the Michigan Department of Education ("MDE"). Pursuant to this authorization, the Charter Schools Office shall abide by the regulations that govern the use of student data within the Family Educational Rights and Privacy Act (FERPA - 34 CFR Part 99), the Michigan Identity Theft Protection Act of 2004, and the Privacy Act of 1974.
- b. shall upon request, provide the Charter Schools Office with copies or access to data, documents or information submitted to the Michigan Department of Education, the Superintendent of Public Instruction, the State Board of Education, the Center for Educational Performance and Information, the Michigan DataHub or any other state or federal agency.

Section 4.04. Fiscal Stress Notification from State Treasurer. If the State Treasurer notifies the Academy that the State Treasurer has declared the potential for Academy financial stress exists, the Academy shall provide a copy of the notice to the Charter Schools Office. Within fifteen (15) days of receipt of the notification from the Academy, the Charter Schools Office Director shall notify the Academy whether the Charter Schools Office is interested in entering into a contract to perform an administrative review for the Academy. The parties shall consult with the Department of Treasury on the development of the contract and the contract for administrative review shall comply with the Code. If the College is not interested in performing an administrative review or the parties are unable to reach agreement on an administrative review, the Academy shall consider entering into a contract for an administrative review with an intermediate school district. Nothing in this Section 4.04 shall prohibit the Academy from electing to enter into a contract for an administrative review with the College or an intermediate school district.

ARTICLE V

TRANSPARENCY PROVISION

Section 5.01. Information to Be Made Publicly Available by the Academy and ESP.

A. Information to Be Made Publicly Available by the Academy. The following described categories of information are specifically included within those to be made available to the public and the Charter Schools Office by the Academy in accordance with Section 12.17(a) of the Terms and Conditions:

1. Copy of the Contract
2. Copies of the executed Constitutional Oath of public office form for each serving Director
3. List of currently serving Directors with name, address, and term of office
4. Copy of the Academy Board's meeting calendar
5. Copy of public notice for all Academy Board meetings
6. Copy of Academy Board meeting agendas
7. Copy of Academy Board meeting minutes
8. Copy of Academy Board approved budget and amendments to the budget
9. Copies of bills paid for amounts of \$10,000.00 or more as submitted to the Academy Board
10. Copy of the quarterly financial reports submitted to the Charter Schools Office
11. Copy of curriculum and other educational materials given to the Charter Schools Office

12. Copy of school improvement plan (if required)
13. Copies of facility leases, mortgages, modular leases and/or deeds
14. Copies of equipment leases
15. Proof of ownership for Academy owned vehicles and portable buildings
16. Copy of Academy Board approved ESP Agreement(s)
17. Copy of Academy Board approved services contract(s)
18. Office of Fire Safety certificate of occupancy for all Academy facilities
19. MDE letter of continuous use (if required)
20. Local County Health Department food service permit (if required)
21. Asbestos inspection report and Asbestos management plan (if required)
22. Boiler inspection certificate and lead based paint survey (if required)
23. Phase 1 environmental report (if required)
24. List of current Academy teachers and school administrators with names and addresses and their individual salaries as submitted to the Registry of Educational Personnel
25. Copies of administrator and teacher certificates or permits for all current administrative and teaching staff
26. Evidence of fingerprinting, criminal background and record checks and unprofessional conduct check required by the Code for all Academy teachers and administrators
27. Academy Board approved policies
28. Copy of the annual financial audit and any management letters issued to the Academy Board
29. Proof of insurance as required by the Contract
30. Any other information specifically required under the Code

B. Information to Be Made Publicly Available by the ESP. The following information is specifically included within the types of information available to the Academy by the Educational Service Provider (if any) in accordance with Section 12.17(b) of the Terms and Conditions:

1. Any information needed by the Academy in order to comply with its obligations to disclose the information listed under Section 5.01(A) above.

CONTRACT SCHEDULE 5

DESCRIPTION OF STAFF RESPONSIBILITIES

SCHEDULE 5
DESCRIPTION OF STAFF RESPONSIBILITIES

Administrative Assistant.....	5-1
Administrator	5-4
Building Substitute.....	5-8
School Bus Driver.....	5-10
Bus Supervisor	5-12
Cook.....	5-15
Custodian	5-17
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Lunch Coordinator	5-29
MTSS Coordinator.....	5-32
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EL Coordinator/Teacher	5-51
EL Tutor-Parent Liaison	5-55
Business, Personnel and Administrative Services Agreement	5-58

Multicultural Academy

Job Description – **Administrative Assistant**

Qualifications

1. High School graduate; should have some job experience as secretary and possess a reasonable degree of proficiency in typing.
2. May be subject to a criminal background check as required by employer or Academy Board policy.

Reports to Administrator

Job Goal

To assure the smooth and efficient operation of the school office so that the office's maximum positive impact on the education of children can be realized.

Beliefs

1. Belief that all decisions must be based on what is best for our students and educational program
2. Belief that all students CAN learn and we must find the key to success for ALL students
3. Belief that we must increase student achievement and want all students performing at or above grade level
4. Belief that each student is important and we must provide academic plans based on individual needs

Performance Responsibilities

1. Upholds a professional business office at all times
2. Performs the usual office routines and practices, and is responsible for the general overall neatness of the office area
3. Maintains such student records (CA 60's) as shall be required, and processes all changes, registrations, releases, and transfers
4. Receives and routes all incoming calls, take and relay messages
5. Maintains a daily teacher attendance log and substitute time sheet
6. Assists teachers in preparing instructional materials as requested
7. Orders all supplies and materials for the building and maintains inventory, including Purchase Order procedures and liaison between off-site vendors
8. Welcomes visitors and arranges for their comfort
9. Possesses general knowledge of first- aid
10. Pupil accounting-Fall/Spring/EOY Count Day procedures
11. Maintaining student immunization record database and keeping the school compliant with Health Dept. regulations
12. Sets up and keeps appointments for administrator
13. Handle correspondence/sorts mail

14. Maintains school wide calendar and makes arrangements for meetings and conferences
15. Administer medication to students
16. Assist in the development and coordination of partnerships with local business services, and community groups
17. Schedules the use of all school facilities including appropriate contracts and insurance forms. Coordinate event set-ups with the Site Director as associated staff
18. Formulation and dissemination of the approved school activities calendar
19. Obtain, gather, and organize pertinent data as needed
20. Schedule appointments, make travel arrangements, and assemble material for meetings
21. Assist in planning meeting agendas, and assist in preparing meeting summaries
22. Maintain an accurate inventory of student books and teacher materials
23. Maintain substitute teacher packet and organize forms
24. Maintain records in Powerschool including: attendance, entering tardies, excused/unexcused absences
25. Check Powerschool daily to ensure that attendance has been taken daily
26. Assist in the promotion of good public relations
27. Prepares for the opening and closing of the year
28. Creates and distributes monthly newsletter to school families
29. Maintains regular attendance to be completed on time
30. Serve on school/district committees as required or appropriate
31. Attend after school functions including parent/teacher conferences, Open House, etc.
32. Maintains confidentiality of information available through daily school operation and familiarize yourself with FERPA regulations
33. Adhere to the Academies policy regarding chain of command and communication
34. Recruitment of new students along with maintaining existing students.
35. Be familiar with Board Operating Policies and the Academy Charter
36. Split Funded Reports for each payroll period
37. Keeps parents information board updated with current information. Including places in the hallway outside of the office for parent information.
38. Schedules substitute teachers and notifies the administrator of absences via e-mail.
39. The employee shall remain free of any alcohol or non-prescribed, controlled substance in the workplace throughout his/her employment in the Academy.
40. All other duties and special assignments as assigned by supervisors

This job description is open for changes and/or amendments at any time.

I acknowledge that I have received a copy of my job description and am responsible for reading it and abiding by the policies contained therein.

Print Employee Name

Employee Signature

Date

Building Administrator

Date

Human Resource Manager

Date

Multicultural Academy

Job Description – **Administrator**

Reports to

Board of Directors, Universal Management Company

General Functions

As a line member of school administration, the Administrator is charged with conducting the affairs of the school building, both instructional and non-instructional. He/She shall be responsible for all organization, administration, supervision, employee contract implementation, community relations, personnel, students and instruction within his/her building.

The Administrator shall assign a staff member to assume full responsibility for the operation of the Academy in the absence of the Assistant Principal/Student Affairs.

The Administrator shall delegate to others, to the extent of adequate fulfillment, some of his/her responsibilities along with the necessary authority to insure their fulfillment but he/she cannot relinquish overall responsibility for results nor any portion of his/her accountability.

Qualifications

1. He/She shall have the general qualifications of a teacher of the State of Michigan.
2. He/She shall hold at least a Master's Degree in Educational Leadership from an accredited institution.
3. He/She shall have at least five years of successful educational experience, and other requirements deemed necessary by the Board of Directors.
4. He/She shall be subject to a criminal background check as required by employer/Academy Board policy and the State of Michigan.

Responsibility and Authority

In accordance with the policies adopted by the Board of Directors, the school Administrator is responsible for, and has commensurate authority to accomplish, the fulfillment of the duties listed below:

1. Participate in the development of the curriculum of the Academy and assist in planning and adapting the course of study to the children's needs and interest
2. Advise, supervise and evaluate the teaching staff and instructional program in the building
3. Shall be responsible, in collaboration with the parents and teachers, for the placement of all students in the building
4. Shall be responsible for the assignment of teaching staff

5. Write experience reports on all teachers at least once a year based on monthly informal observations and use all reports and observations when evaluating staff for Merit Pay
6. Be responsible for the health, welfare and safety of children and teachers of the Academy and provide emergency care when necessary
7. Be responsible for the attendance, conduct, discipline, and due process procedures for all students
8. Be responsible for the school plant, including the activities of non-instructional staff within the framework of the stated job descriptions
9. Assist in the interviewing and selection of new teaching candidates
10. Assist in recommending books, reference books, apparatus, supplies, and changes in the program of study
11. Organizing the playground, extra-curricular activities, interscholastic athletics, lunchtime, and the noon hours in the best interest of the children
12. Hold regular meetings with his/her faculty and staff
13. Provide opportunities to personnel to continue professional growth
14. Maintain a school-wide climate and organization for learning (high expectations, cooperation, support, positive attitudes, etc).
15. Identify and communicate effective teaching strategies, classroom management strategies, and strategies for altering pupil behaviors
16. Work with special educators in leading the building Child Study and implementing the IEP for special education students to appropriately modify instruction, services, and expectations for students referred for special education placement including 504 meetings
17. Work with staff to implement Title I services, Response to Intervention, and At Risk services for students to appropriately modify instruction and services
18. Analyze and utilize all summative, formative, and common assessment data for the improvement of curriculum for instruction and student achievement
19. Plays an active role in planning, preparing, supervising, and directing of all standardized testing
20. Develops the Comprehensive School Improvement Plan encompassing goals, objectives, activities, time-lines and resources
21. Develops the school Professional Development Plan
22. Organize maximum academic time for learning
23. Plan, organize and direct implementation of all school activities
24. Develop schedules for classroom observations, conferences, and follow-up activities
25. Facilitate positive faculty and staff attitudes
26. Reward faculty, staff, and students for quality work
27. Maintain a master schedule to be posted for all teachers
28. Maintain visibility with students, teachers, parents and the Board

29. Communicate regularly with parents, seeking their support and advice, so as to create a cooperative relationship to support the student
30. Complete in a timely fashion all records and report
31. Oversees and attends all GSRP meetings and sends a summary to UMC
32. Maintain and account for all student activity funds and money collected from students
33. Supervises and insures the completion of all contracted services on site
34. Enforce uniform policy
35. Be familiar with Board Operating Policies and the Academy Charter
36. Maintains all records for authorizers scheduled and unscheduled inspections
37. Maintains confidentiality of information available through daily school operations following all FERPA regulations
38. Evaluate and report to the Academy Board regarding the monthly school operations
39. Maintain on-going communication with the ESP /UMC supervisors
40. Shall remain free of any alcohol or non-prescribed, controlled substance in the workplace throughout his/her employment in the Academy.
41. All other duties and special assignments as assigned by superiors

Finances

He/She shall review and recommend the budget items as requested by the teaching staff and maintenance contract. The Administrator will submit budget requests to the Academy Board and administer funds under the Academy Board's approved annual budget.

Adhere to policy and procedures regarding school purchases and petty cash expenditures.

Relationships

The Administrator will be responsible to the Board of Directors for the organization, administration, and supervision within his/her building. He/She will keep the Board informed as to the condition of the school and the activities therein.

The Administrator will act as the front-line contact with any media or other organizations contacting the school.

The Administrator will maintain good public relations with the community and shall utilize fully the community resources to enrich the instructional program. He/She shall conduct such relations outside of the school as are necessary to the accomplishment of his/her administrative office; acting in such cases only as the representative of the Academy.

This job description is open for changes and/or amendments at any time.

I acknowledge that I have received a copy of my job description and am responsible for reading it and abiding by the policies contained therein.

Print Employee Name

Employee Signature

Date

Building Administrator

Date

Human Resource Manager

Date

Multicultural Academy

Job Description – **Building Substitute**

Qualifications

1. Must have a minimum of 90 credits from a college or university.
2. Bachelor's Degree or Teaching Certificate preferred.
3. Excellent verbal and written expression.
4. Strong interpersonal skills.
5. Works well in a collaborative environment.
6. Flexible work schedule.
7. He/She shall be subject to a criminal background check as required by employer/Academy Board policy.

Reports to

Administrator

Job Goal

To provide additional help for students as well as teachers and parents

Belief's

1. Belief that all decisions must be based on what is best for our students and educational program
2. Belief that all students CAN learn and we must find the key to success for ALL students
3. Belief that we must increase student achievement and want all students performing at or above grade level
4. Belief that each student is important and we must provide academic plans based on individual needs

Performance Responsibilities

1. Follows all policies, rules and procedures to which regular teachers are subject and which good teaching practices dictates.
2. Work collaboratively with staff members to achieve classroom goals and school mission.
3. Maintain a classroom atmosphere conducive to learning.
4. Establish cooperative relationships with all assigned students.
5. Deliver lesson plans and maintain student work.
6. Provide classroom support to other teachers
7. Remains in assigned classroom until all students have been dismissed for the day.
8. Assumes responsibility for overseeing pupil behavior in class and surrounding areas.
9. Maintains a safe and orderly environment.
10. Maintains a professional appearance as an example to students.
11. Remains at school the entire school day, unless otherwise instructed to leave by the principal.
12. Takes all necessary and reasonable precautions to protect students, equipment, materials, and facilities.
13. Communicates effectively with parents when needed.
14. Meets and instructs assigned classes in the locations and times designated.
15. Reviews all plans, duties and schedules to be followed during the teaching day, teaches the outlined lesson, maintains as fully as possible the established routines and procedures of the school and classroom to which he/she is assigned.
16. Shall remain free of any alcohol or non-prescribed, controlled substance in the workplace throughout his/her employment in the Academy.
17. All other duties as assigned by the Administrator

I acknowledge that I have received a copy of my job description and am responsible for reading it and abiding by the policies contained therein.

Print Employee Name

Employee Signature

Date

Building Administrator

Date

Human Resource Manager

Date

Multicultural Academy

Job Description-**School Bus Driver**

Qualifications

1. High School graduate
2. Commercial Driver's License with S (School Bus) and P (Passenger) Endorsements
3. Pass Michigan Department of Education Physical examination
4. Meet Federal DOT drug/alcohol testing requirements
5. May subject to criminal background check as required by employer of Academy Board Policy

Reports

Transportation Director/Admin Assistant

Job Goals

The School Bus Driver is responsible for safely operating the school bus according to set a daily schedule. He/She must ensure that the school bus is in good operating conditions at all times, pick up and drop off students per schedule, maintain order and security on the bus and obey all laws, regulations and rules of conduct.

Performance Responsibilities

1. Follow established schedules/routes
2. Maintain Appropriate fuel level of vehicle
3. Maintain an acceptance standard of cleanliness of vehicle
4. Maintain and keep binders updated
5. Monitor mechanical condition by performing daily inspections (pre-trip, in between and post trips) Report deficiencies to mechanic using Daily Inspection Report
6. Drive Safely and defensively at all times
7. Be prepared to conduct emergency evacuation drills
8. Report bus and/or student accidents/injuries to transportation supervisor or his/her designee
9. Administer first aid as necessary
10. Uphold district school bus passenger rules and regulations
11. Maintain behavior logs as directed by transportation supervisor or his/her designee
12. Prepare and submit Bus Conduct Reports to the transportation supervisor or his/her designee
13. May be requested to attend parent meeting by transportation supervisor or his/her designee
14. Maintain acceptable communications with transportation supervisor, staff, and the public
15. Exhibit a positive image as a representative of the school district
16. Enjoy working with children of all ages
17. Comply with traffic regulations in order to operate vehicles in a safe and courteous manner
18. Read maps, and follow written and verbal geographic directions
19. Shall remain free of any alcohol or non-prescribed, controlled substance in the workplace throughout his/her employment at the Academy.

This job description is open for changes and/or amendments at any time

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Print Employee Name

Employee Signature

Date

Building Administrator

Date

Human Resource Manager

Date

Multicultural Academy

Job Description-**Bus Supervisor**

Qualifications

1. High school diploma or GED
2. NCLB compliance-60 college credit hours or associates degree

Reports to

Administrator

Job Summary:

This position works under the direction of the building principal and performing a variety of clerical duties assigned.

Beliefs

1. Belief that all decisions must be based on what is best for our students and educational program
2. Belief that all students CAN learn and we must find the key to success for ALL students.
3. Belief that we must increase student achievement and want all students performing at or above grade level
4. Belief that each student is important and we must provide academic plans based on individual needs

Skills, knowledge & Ability

1. Ability to monitor and observe student behavior according to approved policies and procedures
2. Knowledge of district policies, rules and regulations
3. Basic recordkeeping skills
4. Ability to develop rapport and interact effectively with students
5. Ability to communicate effectively orally and in writing
6. Ability to interact and collaborate with staff, students and families in a professional manner
7. Ability to maintain confidentiality
8. Ability to work effectively, cooperatively and respectfully with staff, parents and community members regardless of race, creed, gender, sexual orientation, gender identity, ethnic/national origin, religion, marital status, age, socio-economic status or disability

Technology Requirements

1. Basic word processing and spreadsheet skills
2. E-mail management skills
3. Skill or the ability to learn the delivery and use of on-line learning programs as needed per school assignment

Job Duties

1. Recruitment of new students along with maintaining existing students
2. Maintains confidentiality of information available through daily operations following all FERPA regulations
3. Adhere to the Academy's policy regarding chain of commands and communication
4. Be familiar with Board Operating Policies and the Academy Charter
5. In charge of the Transportation department (Bussing).
6. Making sure bus drivers are filling necessary paperwork and placing in bus binders
7. Have a weekly meeting with bus drivers to discuss any issues or to follow up
8. Schedule all courses for drivers before their license expire
9. Resolve any issues with transportation
10. Shall remain free of any alcohol or non-prescribed, controlled substance in the workplace throughout his/her employment in the Academy

This job description is open for changes and/or amendments at any time

Bus Supervisor will maintain good public relations with the community and shall utilize fully the community resources to enrich the school culture and community. He/She shall conduct such relations outside of the school as are necessary to the accomplishment of his/her administrative office; acting in such cases only as the representative of the Academy.

I acknowledge that I have received a copy of my job description and am responsible for reading it and abiding by the policies contained therein.

Print Employee Name

Employee Signature

Date

Building Administrator

Date

Human Resource Manager

Date

Multicultural Academy

Job Description – Cook

Report to:

Universal Management Company and Principal

Performance Duties:

Prepares food in accordance with applicable federal, state and corporate standards, guidelines and regulations with established policies and procedures. Ensures quality food service is provided at all times.

Duties and Responsibilities:

- Prepares high-quality food items according to standardized recipes and instructions to meet production, delivery and service schedules.
- Serves meals or prepares for delivery by using correct portioning, meeting outlined standards, ensuring that food is at the correct temperature and is attractive and tasty. Tastes all prepared food items.
- Cleans kitchen after preparation and serving, maintaining high standards of cleanliness. Stores or discards excess food in accordance with safe food-handling procedures.
- Keeps refrigerators and storerooms clean and neat. Ensures food and supply items are stored per standards.
- Operates and maintains kitchen equipment as instructed.
- Assists in production planning, record keeping and reporting as required.
- Assists in the ordering and receiving of all food and supplies as required.
- Reports needed maintenance, faulty equipment or accidents to the supervisor immediately.
- Attends in-service and safety meetings.
- Maintains good working relationships with coworkers, children, administrators and managers.
- Performs job safely while maintain a clean, safe work environment.
- Be able to pass a drug test.
- High School Diploma or GED
- ServSafe Certification required
- Must enjoy working with children
- Shall remain free of any alcohol or non-prescribed, controlled substance in the workplace throughout his/her employment in the Academy

Any other job related tasks as assigned by the school Administrator.

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Print Employee Name

Employee Signature

Date

Building Administrator

Date

Human Resource Manager

Date

Multicultural Academy

Job Description – Custodian

Report to:

Universal Management Company and Principal

Performance Duties:

A. Restrooms

- Disinfect and clean toilets, urinals and sinks.
- Spot clean walls and ceiling.
- Clean door handles on doors daily.
- Replace toilet paper, towels and soap as needed.
- Sweep all floors.
- Mop and disinfect all floors.
- Clean mirrors, soap, towel holders, etc. as necessary, daily.
- Clean handles and handicapped rails as necessary, daily.
- Clean and disinfect sinks.
- Clean and disinfect mirrors.
- Empty sanitary napkin receptacles.
- Check that toilets, urinals, faucets and drains are working.
- Clean doors and partitions.
- Check deodorant blocks.
- Replace lights.
- Clean baseboards.
- Clean light fixtures.
- Clean exterior of all dispensers (tissue, soap, etc.).
- Empty wastebaskets and dispose of garbage.

B. Classrooms

- Disinfect tops of desks and tables and all surfaces.
- Vacuum all carpeted areas.
- Spot clean carpets as needed.
- Sweep all tiled floors with dust mop.
- Empty wastebaskets.
- Clean sinks and faucets.
- Empty pencil sharpeners.
- Clean window glass on doors.
- Clean whiteboards at the end of the week.
- Dust all ledges and other surfaces.
- Clean shades or blinds.

C. Hallways, Entryways, and Utility Rooms

- Clean windows and glass doors after students arrive and depart.
- Sweep all halls and entryways with a dust mop.
- Vacuum entryway carpets.

- Clean and disinfect drinking fountains.
- Spot clean walls and baseboards.
- Dust all ledges including tops of lockers.
- Clean door glass and steel plates on gym doors and entryways.
- Replace light bulbs.
- Clean light fixtures.
- Sweep floor of utility room.
- Wet mop hallways.

D. Gym

- Disinfect and put away tables after lunch.
- Sweep entire gym floor.
- Clean gym door.
- Spot clean walls of gym.

E. Offices

- Sweep office floors and vacuum any carpets.
- Empty wastebaskets.
- Dust all ledges and other surfaces.
- Clean and dust phone.

F. Shampoo carpets during Summer Vacation.

G. Wash windows a minimum of once per year.

H. Floor Maintenance

- All tiled floors are to be stripped, sealed, and waxed.
- During the December break, heavily used areas are to be stripped and waxed.
- During Spring break, the custodian and principal will evaluate which areas need to be stripped and waxed.
- During summer break all floors must be stripped and waxed.
- During the December break All carpeted areas should be shampooed.
- During the Spring break, the custodian and the principal will evaluate which areas need to be shampooed.
- All baseboards should be cleaned thoroughly.

I. Windows

- All glass (on both sides) is thoroughly cleaned once each year during the summer break.

J. Walls

- All walled surfaces should be spot cleaned throughout the school year. During the summer months the walls should be cleaned thoroughly.

K. Lockers

- All lockers are to be cleaned and disinfected over the summer break.

L. Painting

- Each summer part of the interior of the school will be painted (per schedule).
- Paint touch-up where needed.

M. Classrooms

- Thorough cleaning of whiteboards and trays-remove tape or other substances.
- All desks, tables, and chairs should be thoroughly disinfected and cleaned during the summer months.
- Blinds or shades should be thoroughly disinfected and cleaned during the summer months.
- Walls, baseboards, and bookshelves should be disinfected and cleaned during the summer months.

N. Miscellaneous

- Ceiling vents in classrooms should be cleaned twice a year.
- Signs of vandalism or abuse of facilities should be reported to the principal.
- Minor repairs must be put into the maintenance log.
- Set-up and take down tables and chairs for school functions.
- Snow removal from school sidewalks and entryway. Along with salting if icy.
- The custodian will use the summer months to thoroughly clean the school. There will also be various Maintenance projects that will need to be done which are not mentioned above. Prior to summer vacation, the custodian and principal will work out a summer maintenance and cleaning schedule.

O. Shall remain free of any alcohol or non-prescribed, controlled substance in the workplace throughout his/her employment in the Academy

P. Any other job related tasks as assigned by the school Administrator.

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Print Employee Name

Employee Signature

Date

Building Administrator

Date

Human Resource Manager

Date

Multicultural Academy

Job Description – **ELL Teacher**

Qualifications

1. As set by State Certification Authorities and Board of Directors,
2. He/She shall be subject to a criminal background check as required by employer/Academy Board policy and the State of Michigan.

Reports to Administrator

Supervises Students, volunteers, and student teachers

Job Goals
ELL Teacher must educate tomorrow's leaders in a caring and nurturing environment—equipping students with a solid foundation of social and cultural awareness upon which they can build more successful lives. Teach tolerance and the benefits of diversity while maintaining high academic standards.

- #### Beliefs
1. Belief that all decisions must be based on what is best for our students and educational program
 2. Belief that all students CAN learn and we must find the key to success for ALL students
 3. Belief that we must increase student achievement and want all students performing at or above grade level
 4. Belief that each student is important and we must provide academic plans based on individual needs

- #### Performance Responsibilities
1. Must follow the district curriculum as outlined in the Educational Program.
 2. Adapt curriculum to provide individual, small group, and/or remedial instruction as to meet the needs of individual students and subgroups of students.
 3. Provide instruction that is consistent and coordinated with the district's instructional program so as to ensure that students meet and exceed learning targets.
 4. Must produce weekly lesson plans every Wednesday with standards, pre-requisite skills, and differentiation.
 5. Administers academic and language assessments for the purpose of evaluating student's progress in meeting academic learning targets and progress in language acquisition. Maintains complete and accurate records of student's progress and evidence of growth and progress.

6. Facilitates frequent and effective home-school communication by coordinating: conferences; written communication; parent trainings and other meetings/events; and support in interpreting and translations.
7. Must implement small group targeted and focused instruction, scaffolding, and differentiation.
8. Must focus on individual needs of all students and find the key to success for every student.
9. Must use PBIS and positive classroom management to help every students be successful behaviorally.
10. Must incorporate effective instructional practices based on research and best practice.
11. Must collaborate and communicate with all stakeholders with a focus on student achievement and Data Driven Decision Making.
12. Encourages students to set and maintain high standards of responsibility for their learning and behavior.
13. Employs a variety of instructional techniques and instructional technology.
14. Strives to implement the Academy's philosophy, mission, vision, beliefs, instructional goals, and objectives of education.
15. Takes all necessary and reasonable precautions to protect students, equipment, materials, and facilities.
16. Maintain complete and accurate records of student progress and evidence of growth and progress.
17. Maintains accurate, complete, and correct records as required by law, Academy policy and administrative regulation
18. Assists in upholding and enforcing school rules, administrative regulations, and school policy.
19. Makes provisions for being available to attend PTO meetings and required school functions.
20. Makes provisions for being available to students and parents for education-related purposes.
21. Attends and participates in faculty meetings and collaborative planning meetings.
22. Accepts a share of responsibility for extra-curricular activities.
23. Establishes and maintains cooperative relations with others.
24. Provides for his/her own professional growth through an ongoing program of reading, workshops, seminars, conferences, and/or advanced course work at institutions of higher learning.
25. Attends professional English Language Acquisition meetings.
26. Establish clear objectives for all lessons, units, and projects, and communicate those objectives to students.
27. Meet with parents and guardians to discuss their children's progress, and to determine their priorities for their children and their resource needs.
28. Attend staff meetings, and serve on committees as required.
29. Administer standardized ability and achievement tests, and interpret results to determine student strengths and areas of need.
30. Perform administrative duties such as hall and cafeteria monitoring and bus loading and unloading.
31. Select, store, order, issue, and inventory classroom equipment, materials, and supplies.
32. Sponsor extracurricular activities such as clubs, student organizations, and academic contests.

33. Recruitment of new students along with maintaining existing students.
34. Maintain confidentiality of information available through daily school operation.
35. Shall remain free of any alcohol or non-prescribed, controlled substance in the workplace throughout his/her employment in the Academy
36. All other duties as assigned by school Administrator.

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Print Employee Name

Employee Signature

Date

Building Administrator

Date

Human Resource Manager

Date

Multicultural Academy

Job Description – **ELL Paraprofessional/Translator**

Qualifications

1. High school degree
2. 60 credit hours or Associates Degree or pass the Michigan Test for Teacher Certification.
3. He/She shall be subject to a criminal background check as required by employer/Academy Board policy and the State of Michigan.

Reports to

Administrator, Title III Director

Supervises

Students

Job Goals

To provide additional help in the classroom to students as well as teachers and administration

Beliefs

1. Belief that all decisions must be based on what is best for our students and educational program
2. Belief that all students CAN learn and we must find the key to success for ALL students
3. Belief that we must increase student achievement and want all students performing at or above grade level
4. Belief that each student is important and we must provide academic plans based on individual needs

Performance Responsibilities

1. Adapt curriculum to provide individual, small group, and/or remedial instruction as to meet the needs of individual students and subgroups of students.
2. Provide instruction that is consistent and coordinated with the district's instructional program so as to ensure that students meet and exceed learning targets.
3. Must produce weekly lesson plans every Wednesday with standards, pre-requisite skills, and differentiation.
4. Administers academic and language assessments for the purpose of evaluating student's progress in meeting academic learning targets and progress in language acquisition. Maintains complete and accurate records of student's progress and evidence of growth and progress.

5. Facilitates frequent and effective home-school communication by coordinating: conferences; written communication; parent trainings and other meetings/events; and support in interpreting and translations.
6. Must implement small group targeted and focused instruction, scaffolding, and differentiation.
7. Must focus on individual needs of all students and find the key to success for every student.
8. Must use positive classroom management to help every student be successful behaviorally.
9. Must incorporate effective instructional practices based on research and best practice.
10. Encourages students to set and maintain high standards of responsibility for their learning and behavior.
11. Employs a variety of instructional techniques and instructional technology.
12. Strives to implement the Academy's philosophy, mission, vision, beliefs, instructional goals, and objectives of education.
13. Takes all necessary and reasonable precautions to protect students, equipment, materials, and facilities.
14. Maintain complete and accurate records of student progress and evidence of growth and progress.
15. Maintains accurate, complete, and correct records as required by law, Academy policy and administrative regulation
16. Assists in upholding and enforcing school rules, administrative regulations, and school policy.
17. Makes provisions for being available to attend PTO meetings and required school functions.
18. Makes provisions for being available to students and parents for education-related purposes.
19. Accepts a share of responsibility for extra-curricular activities.
20. Establishes and maintains cooperative relations with others.
21. Provides for his/her own professional growth through an ongoing program of reading, workshops, seminars, conferences, and/or advanced course work at institutions of higher learning.
22. Attends professional English Language Acquisition meetings.
23. Establish clear objectives for all lessons, units, and projects, and communicate those objectives to students.
24. Administer standardized ability and achievement tests, and interpret results to determine student strengths and areas of need.
25. Provide one-on-one tutoring for eligible students, if the tutoring is scheduled at a time when a student would not otherwise receive instruction from a teacher.
26. Demonstrate prompt and regular attendance.
27. Adhere to handbook policies.
28. Reinforce instruction to individuals or small groups of students.
29. Reinforce behavioral expectations as directed.
30. Manage discipline problems in accordance with administrative regulations, school board policies, and legal requirements.
31. Prepare materials for classroom and instructional use; administer, correct and record test results' maintain student profiles and other records as requested.
32. Provide input in selecting activities appropriate to the abilities, needs, and interest of the students.

33. Ensure the health safety of students by following all health and safety rules; conduct general clean-up of work site.
34. Provide assistance in the computer laboratory.
35. Provide instructional services to students.
36. Assist with Kindergarten registration of students
37. Facilitate oral communication between language minority persons and district staff by interpreting telephone conversations, conference calls, in-person conversations, etc. during school hours, for parent/teacher conferences, after school activities, IEP meetings, and other school functions
38. Translate information sent system level and school level to parents
39. Assist the Special Education team in communicating with students and parents
40. Assist school staff with parent conferences, communicating with parents, and making home visits as requested
41. Assist Title I/Migrant/ESL Program Facilitator in determining parent interpreting needs as schools and implementing meeting/trainings targeting parents
42. Assist/encourage parental involvement in schools
43. Translates school-home communications and system-wide documents from English to the language
44. Collaborate with local agencies that provide support to families
45. Attend meeting and training sessions as feasible
46. Deal fairly with people beyond giving and receiving instructions
47. Ability to maintain cultural sensitivity when relaying concepts and ideas between languages
48. Clarifies content and terminology
49. Reviews and evaluates documents
50. Maintain confidentiality of information available through daily school operation.
51. Shall remain free of any alcohol or non-prescribed, controlled substance in the workplace throughout his/her employment in the Academy
52. All other duties as assigned by school Administrator.

I acknowledge that I have received a copy of my job description and am responsible for reading it and abiding by the policies contained therein.

Print Employee Name

Employee Signature

Date

Building Administrator

Date

Human Resource Manager

Date

Multicultural Academy

Job Description –Lunch Coordinator

Report to:

Universal Management Company and Principal

Performance Duties:

Supervise that food in accordance with applicable federal, state and corporate standards, guidelines and regulations with established policies and procedures. Ensures quality food service is provided at all times.

Duties and Responsibilities:

- Prepares high-quality food items according to standardized recipes and instructions to meet production, delivery and service schedules.
- School Operations – manage and ensure effective implementation of the federally funded School Lunch program; manage vendor contracts; schedule transportation for field study and athletic events; participate in the school's annual budget development process; support school leaders in meeting expectations for appropriate school operations.
- Facilities Management – oversee the management and operations of facilities; manage inventory of furniture and facilities' embedded equipment and review annually for repair and/or replacement needs; manage vendor contracts for facilities services; ensure state/federal requirements for safety/emergency plans and drills are met; nurture and maintain landlord/tenant relationships; work with anchor partners to collaboratively resolve issues related to scheduling, maintenance and use of facilities
- Purchasing – Verify purchase requisition; prepare purchase orders; execute purchase orders with suppliers; monitor and expedite orders as necessary; confirm receipt of orders; authorize payment for purchases by forwarding documentation of receipt.
- Supervises Served meals or prepares for delivery by using correct portioning, meeting outlined standards, ensuring that food is at the correct temperature and is attractive and tasty. Tastes all prepared food items.
- Supervises that Kitchen Staff Clean after preparation and serving, maintaining high standards of cleanliness. Stores or discards excess food in accordance with safe food-handling procedures.
- Makes sure refrigerators and storerooms clean and neat. Ensures food and supply items are stored per standards.
- Operates and maintains kitchen equipment as instructed.

- Assists in production planning, record keeping and reporting as required.
- Assists in the ordering and receiving of all food and supplies as required.
- Assist in preparing menu to meet federal, local and state guidelines
- Invoicing GSRP on monthly basis
- Making sure no outstanding money from parents failed to pay. Must send letter home on a monthly basis when there is an outstanding bill of \$50.00 or more
- Reports needed maintenance, faulty equipment or accidents to the supervisor immediately.
- Attends in-service and safety meetings.
- Maintains good working relationships with coworkers, children, administrators and managers.
- Performs job safely while maintain a clean, safe work environment.
- Be able to pass a drug test.
- High School Diploma or GED
- ServSafe Certification required
- Must enjoy working with children
- Shall remain free of any alcohol or non-prescribed, controlled substance in the workplace throughout his/her employment in the Academy

Any other job related tasks as assigned by the school Administrator.

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Print Employee Name

Employee Signature

Date

Building Administrator

Date

Human Resource Manager

Date

Multicultural Academy

Job Description – **MTSS Coordinator**

Qualifications

1. High school degree
2. Minimum of Bachelor's degree in education, curriculum and instruction or related field.
3. He/She shall be subject to a criminal background check as required by employer/Academy Board policy.

Reports to

Administrator, Classroom Teacher

Job Goal

Coordinates the activities of the MTSS tutoring program. Oversees building-level tutors and tutoring activities. Responsible for the planning, implementation and evaluation of tutoring program activities.

Beliefs

1. Belief that all decisions must be based on what is best for our students and educational program
2. Belief that all students CAN learn and we must find the key to success for ALL students
3. Belief that we must increase student achievement and want all students performing at or above grade level
4. Belief that each student is important and we must provide academic plans based on individual needs

Performance Responsibilities

1. Ensure all tutors are provided the necessary ongoing, hands-on training/support and materials to implement the MTSS programming effectively and efficiently.
2. Maintains current knowledge of contract and program requirements, and provides coordination and supervision of all tutoring program staff to ensure that all services are delivered to qualifying students.
3. Serves as Instructional Support Team (IST) Coordinator, including setting monthly meetings, completing Tier Student Intervention Plans, captures minutes, reports outcomes to all stakeholders.
4. Coordinates the tutor/student assignment process and ongoing communication with appropriate school-level staff regarding assignments.
5. Collects and reports on all MTSS student data (Universal screener, Progress Monitoring, attendance, etc.)
6. Participates in the coaching of tutoring staff.
7. Supports Tier 1 classroom instruction as necessary

8. Assigns tutors to students according to student needs and program procedures.
9. Monitors progress of tutoring sessions; checks tutoring to ensure completion of student work and relevant documentation from tutor.
10. Schedules, allocates and verifies tutor work hours; monitors and records absences of tutors and students in accordance with program guidelines; completes required documentation and notifies leadership.
11. Monitors MTSS activities to ensure a productive and conducive environment for learning.
12. Responsible for executing time-keeping tasks for tutoring staff, including but not limited to monitoring records to ensure accurate and timely submission. Maintains work schedules and re-assign work hours for absent tutors.
13. Participates in the development and updates of program-related documents and materials including forms, workflow procedures and processes.
14. Shall remain free of any alcohol or non-prescribed, controlled substance in the workplace throughout his/her employment in the Academy

Qualifications: Skills, Knowledge and Abilities

1. An expert understanding of language arts, reading, math, science, and test preparation for students K-8.
2. Educational experience a plus. Three to five years in teaching, teaching certificate, and/or curriculum development experience preferred.
3. Excellent project management, organizational and writing skills.
4. Strong problem solving, decision-making, creative thinking, and listening abilities.
5. Passion for providing excellent customer service.
6. Desire to work in a fast paced, intense work environment.
7. Past success in education and service industries.
8. Strong leadership, motivation, customer service and communication skills.
9. Must enjoy children and working in a team environment.
10. Meticulous attention to detail.
11. Possess the ability to manage time well with strategies in place to multi-task successfully.
12. Ability to motivate others and drive high performance.

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Print Employee Name

Employee Signature

Date

Building Administrator

Date

Human Resource Manager

Date

Multicultural Academy

Job Description – **MTSS Interventionist**

Qualifications

1. High school degree
2. Minimum of Bachelor's degree in education, curriculum and instruction or related field.
3. He/She shall be subject to a criminal background check as required by employer/Academy Board policy.

Reports to

Administrator, Classroom Teacher

Job Goal

The team coordinates the activities of the MTSS tutoring program. Oversees building-level tutors and tutoring activities. The team is responsible for the planning, implementation and evaluation of tutoring program activities.

Beliefs

1. Belief that all decisions must be based on what is best for our students and educational program
2. Belief that all students CAN learn and we must find the key to success for ALL students
3. Belief that we must increase student achievement and want all students performing at or above grade level
4. Belief that each student is important and we must provide academic plans based on individual needs

Performance Responsibilities

1. Ensure all tutors are provided the necessary ongoing, hands-on training/support and materials to implement the MTSS programming effectively and efficiently.
2. Serves as Instructional Support Team (IST), including setting meetings, completing Tier Student Intervention Plans, captures minutes, reports outcomes to all stakeholders. Progress Reports/Report Cards schedule meeting reports.
3. As a team coordinates the tutor/student assignment process and ongoing communication with appropriate school-level staff regarding assignments.
4. Collects and reports on all MTSS student data (Fountas & Pinnell, Progress Monitoring, attendance, etc.)
5. Participates in the coaching of tutoring staff.
6. Supports Tier 1 classroom instruction as necessary
7. Communicates and consults with leadership in a timely manner on significant personnel-related matters.

8. Assigns tutors to students according to student needs and program procedures.
9. Monitors progress of tutoring sessions; checks tutoring to ensure completion of student work and relevant documentation from tutor.
10. Schedules, allocates and verifies tutor work hours; monitors and records absences of tutors and students in accordance with program guidelines; completes required documentation (MTSS Logs) and notifies leadership.
11. Monitors MTSS activities to ensure a productive and conducive environment for learning.
12. Addresses and documents inappropriate student behavior as needed and reports significant issues to school leadership.
13. Participates in the development and updates of program-related documents and materials including forms, workflow procedures and processes.
14. Serves as primary contact liaison between tutors and school administrative staff.
15. Shall remain free of any alcohol or non-prescribed, controlled substance in the workplace throughout his/her employment in the Academy
16. All other duties as assigned by the Administrator

Qualifications: Skills, Knowledge and Abilities

1. An expert understanding of language arts, reading, math, science, and test preparation for students K-8.
2. Educational experience a plus. Three to five years in teaching, teaching certificate, and/or curriculum development experience preferred.
3. Excellent project management, organizational and writing skills.
4. Strong problem solving, decision-making, creative thinking, and listening abilities.
5. Passion for providing excellent customer service.
6. Desire to work in a fast paced, intense work environment.
7. Past success in education and service industries.
8. Strong leadership, motivation, customer service and communication skills.
9. Must enjoy children and working in a team environment.
10. Meticulous attention to detail.
11. Possess the ability to manage time well with strategies in place to multi-task successfully.
12. Ability to motivate others and drive high performance.

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Print Employee Name

Employee Signature

Date

Building Administrator

Date

Human Resource Manager

Date

Multicultural Academy

Job Description – **Paraprofessional**

Qualifications

1. High school degree
2. 90 credit hours or Associates Degree or pass the Michigan Test for Teacher Certification
3. He/She shall be subject to a criminal background check as required by employer/Academy Board policy.

Reports to

Administrator, Title I Coordinator, Classroom Teacher

Job Goal

To provide additional help in the classroom to students as well as teachers

Belief's

1. Belief that all decisions must be based on what is best for our students and educational program
2. Belief that all students CAN learn and we must find the key to success for ALL students
3. Belief that we must increase student achievement and want all students performing at or above grade level
4. Belief that each student is important and we must provide academic plans based on individual needs

Performance Responsibilities

1. To provide one-on-one tutoring for eligible students, if the tutoring is scheduled at a time when a student would not otherwise receive instruction from a teacher
2. Demonstrates prompt and regular attendance
3. Adhere to handbook policies
4. Reinforce instruction to individuals or small groups of students
5. Reinforce behavioral expectations as directed
6. Manage discipline problems in accordance with administrative regulations, school board policies, and legal requirements
7. Prepare materials for classroom and instructional use; administer, correct and record test results' maintain student profiles and other records as requested
8. Provide input in selecting activities appropriate to the abilities, needs, and interest of the students
9. Ensure the health and safety of students by following all health and safety rules; conduct general clean-up of work site
10. To provide assistance in a computer laboratory

11. To provide instructional services to students
12. Maintains confidentiality of information available through daily school operation
13. Shall remain free of any alcohol or non-prescribed, controlled substance in the workplace throughout his/her employment in the Academy
14. All other duties as assigned by the Administrator

I acknowledge that I have received a copy of my job description and am responsible for reading it and abiding by the policies contained therein.

Print Employee Name

Employee Signature

Date

Building Administrator

Date

Human Resource Manager

Date

Multicultural Academy

Job Description – **Special Education Director/Teacher**

Qualifications

1. As set by State Certification Authorities and Board of Directors,
2. He/She shall be subject to a criminal background check as required by employer/Academy Board policy and the State of Michigan.

Reports to Administrator

Supervises

Students, Paraprofessionals, volunteers, and student teachers

Job Goals

To lead children toward the fulfillment of their potential for intellectual, aesthetic, physical, emotional, and psychological growth and maturation. To lead themselves toward continual professional and personal growth.

Belief's

1. Belief that all decisions must be based on what is best for our students and educational program
2. Belief that all students CAN learn and we must find the key to success for ALL students
3. Belief that we must increase student achievement and want all students performing at or above grade level
4. Belief that each student is important and we must provide academic plans based on individual needs

Performance Responsibilities

1. Meets and instructs assigned classes facilitating effective learning within the limits of the resources provided by the Academy at the designated times and locations
2. Prepares for assigned classes, and shows preparation upon request by school Administrator
3. Encourages students to set and maintain high standards of responsibility for their learning and behavior
4. Employs a variety of instructional techniques and instructional media, consistent with the physical limitations, needs and capabilities of students
5. Strives to implement, by instruction and action, the Academy's philosophy, instructional goals and objectives of education
6. Takes all necessary and reasonable precautions to protect students, equipment, materials, and facilities
7. Evaluates student progress on a regular basis and, when necessary, refers students who need assistance to school specialists
8. Maintains accurate, complete, and correct records as required by law, Academy policy and administrative regulation
9. Assists in upholding and enforcing school rules, administrative regulations, and school policy
10. Makes provisions for being available to attend PTO meetings and required school functions
11. Makes provisions for being available to students and parents for education-related purposes
12. Attends and participates in faculty meetings and collaborative planning meetings
13. Assists in the selection of school equipment, books, and other instructional materials

14. Accepts a share of responsibility for extra-curricular activities
15. Establishes and maintains cooperative relations with others
16. Provides for his/her own professional growth through an ongoing program of reading, workshops, seminars, conferences, and/or advanced course work at institutions of higher learning
17. Establish clear objectives for all lessons, units, and projects, and communicate those objective to students
18. Assign and grade class work and homework
19. Meet with parents and guardians to discuss their children's progress, and to determine their priorities for their children and their resource needs
20. Maintain accurate and complete student records as required by law, district policies, and administrative regulations
21. Attend staff meetings, and serve on committees as required
22. Administer standardized ability and achievement tests, and interpret results to determine student strengths and areas of need
23. Supervise, evaluate, and plan assignments for teacher assistants and volunteers
24. Perform administrative duties such as assisting in school libraries, hall and cafeteria monitoring, and bus loading and unloading
25. Select, store, order, issue, and inventory classroom equipment, materials, and supplies
26. Sponsor extracurricular activities such as clubs, student organizations, and academic contests
27. Oversees and directs Special Education staff along with all meetings.
28. Recruitment of new students along with maintaining existing students.
29. Maintain confidentiality of information available through daily school operation
30. Shall remain free of any alcohol or non-prescribed, controlled substance in the workplace throughout his/her employment in the Academy
31. All other duties as assigned by school Administrator.

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Print Employee Name

Employee Signature

Date

Building Administrator

Date

Human Resource Manager

Date

Multicultural Academy

Job Description – **Teacher**

Qualifications

1. As set by State Certification Authorities and Board of Directors,
2. He/She shall be subject to a criminal background check as required by employer/Academy Board policy and the State of Michigan.

Reports to

Administrator

Supervises

Students, Paraprofessionals, volunteers, and student teachers

Job Goals

Teachers must educate tomorrow's leaders in a caring and nurturing environment—equipping students with a solid foundation of social and cultural awareness upon which they can build more successful lives. Teach tolerance and the benefits of diversity while maintaining high academic standards.

Beliefs

1. Belief that all decisions must be based on what is best for our students and educational program
2. Belief that all students CAN learn and we must find the key to success for ALL students
3. Belief that we must increase student achievement and want all students performing at or above grade level
4. Belief that each student is important and we must provide academic plans based on individual needs

Performance Responsibilities

1. Must follow the district curriculum as outlined in the Educational Program.
2. Must produce weekly lesson plans every Wednesday with standards, pre-requisite skills, and differentiation.
3. Must implement small group targeted and focused instruction, scaffolding, and differentiation
4. Must focus on individual needs of all students and find the key to success for every student
5. Must use PBIS and positive classroom management to help every students be successful behaviorally
6. Must incorporate effective instructional practices based on research and best practice
7. Must collaborate and communicate with all stakeholders with a focus on student achievement and Data Driven Decision Making.

8. Encourages students to set and maintain high standards of responsibility for their learning and behavior
9. Employs a variety of instructional techniques and instructional technology.
10. Strives to implement the Academy's philosophy, mission, vision, beliefs, instructional goals, and objectives of education
11. Takes all necessary and reasonable precautions to protect students, equipment, materials, and facilities
12. Evaluates student progress on a regular basis and, when necessary, refers students who need assistance to school specialists
13. Maintains accurate, complete, and correct records as required by law, Academy policy and administrative regulation
14. Assists in upholding and enforcing school rules, administrative regulations, and school policy
15. Makes provisions for being available to attend PTO meetings and required school functions
16. Makes provisions for being available to students and parents for education-related purposes
17. Attends and participates in faculty meetings and collaborative planning meetings
18. Assists in the selection of school equipment, books, and other instructional materials
19. Accepts a share of responsibility for extra-curricular activities
20. Establishes and maintains cooperative relations with others
21. Provides for his/her own professional growth through an ongoing program of reading, workshops, seminars, conferences, and/or advanced course work at institutions of higher learning
22. Establish clear objectives for all lessons, units, and projects, and communicate those objective to students
23. Assign and grade class work and homework. Must record two grades per content in PowerSchool per week in all classes
24. Meet with parents and guardians to discuss their children's progress, and to determine their priorities for their children and their resource needs
25. Attend staff meetings, and serve on committees as required
26. Administer standardized ability and achievement tests, and interpret results to determine student strengths and areas of need
27. Supervise, evaluate, and plan assignments for teacher assistants and volunteers
28. Perform administrative duties such as hall and cafeteria monitoring and bus loading and unloading
29. Select, store, order, issue, and inventory classroom equipment, materials, and supplies
30. Sponsor extracurricular activities such as clubs, student organizations, and academic contests
31. Recruitment of new students along with maintaining existing students.
32. Maintain confidentiality of information available through daily school operation
33. Shall remain free of any alcohol or non-prescribed, controlled substance in the workplace throughout his/her employment in the Academy
34. All other duties as assigned by school Administrator.

I acknowledge that I have received a copy of my job description and am responsible for reading it and abiding by the policies contained therein.

Print Employee Name

Employee Signature

Date

Building Administrator

Date

Human Resource Manager

Date

Multicultural Academy

Job Description – Behavior Assistant-Parent Liaison

Summary

The Behavior Assistant-Parent Liaison will work with Elementary and Secondary staff to implement learning strategies for students to support their language and literacy development in targeted areas. Assists teachers and other professional staff by performing a variety of duties designed to implement the instructional and behavioral support program for students. Is able to perform evidence-based behavior intervention techniques and strategies for students. Work closely with students and parents keeping them updated and informed of happening with their child.

Qualifications

1. Possession of a high school diploma or GED.
2. Bachelor's Degree
3. Experience working with students or providing English language tutoring skills is preferred.
4. Registered Behavior Technician prerequisite courses taken (40 hours).
5. Experience working as a team member to solve problems and develop and implement quality programming.
6. Demonstrated ability to implement behavior intervention strategies with fidelity.
7. Demonstrated ability to assist in interventions for students.
8. Experience in the use of "non-Violent Crisis Intervention" techniques and other behavior strategies.
9. Experience working with student behavior management required.
10. He/She shall be subject to a criminal background check as required by employer/Academy Board policy.

Reports to

Administrator, EL Coordinator/Teacher, Classroom Teacher

Job Goal

To provide additional help for students as well as teachers and parents.

Belief's

1. Belief that all decisions must be based on what is best for our students and educational program
2. Belief that all students CAN learn and we must find the key to success for ALL students
3. Belief that we must increase student achievement and want all students performing at or above grade level
4. Belief that each student is important and we must provide academic plans based on individual needs
- 5.

Language Skills

- Ability to communicate in a language other than English is required Spanish/Arabic preferred to match district needs
- Ability to learn from and demonstrate appropriate instructional techniques
- Ability to read and respond to lesson plans and electronic correspondence
- Ability to express self clearly, both orally and in writing

Technical Skills

- Ability to integrate technology into the everyday work flow is necessary
- Ability to utilize District technology and work to maintain proficiency, as required skill sets change with technology and/or the needs of the Academy

- Ability to use computer technology for instructional support, under the guidance of the EL staff
- Ability to use Powerschool for behavioral referrals.
- Some knowledge of digital instructional platforms, such as Google Classroom, is preferred.
- Able to pull data from our Powerschool when needed

Performance Responsibilities

1. Facilitate oral communication between language minority persons and district staff by interpreting telephone conversations, conference calls, in-person conversations, etc. during school hours, for parent/teacher conferences, after school activities, IEP meetings, and other school functions
2. Provides interpretations/translation support as needed for EL communications
3. Assist the Special Education team in communicating with students and parents
4. Assist school staff with parent conferences, communicating with parents, and making home visits as requested
5. Assist Title I/EL Program Facilitator in determining parent interpreting needs as schools and implementing meeting/trainings targeting parents
6. Assist/encourage parental involvement in schools
7. Translates school-home communications and system-wide documents from English to the language
8. Collaborate with local agencies that provide support to families (food banks, clothing, housing, etc.) including connecting families with community resources, following up about school-related information, and arranging parent meetings
9. Participates in collaborative meetings and training sessions as assigned
10. Deal fairly with people beyond giving and receiving instructions
11. Creates a positive learning environment that is engaging, culturally relevant, and appropriately responds to the maturity level and interests of the students
12. Ability to maintain cultural sensitivity when relaying concepts and ideas between languages
13. Participates in district initiatives, adheres to the school improvement plan
14. Keep in confidence all personal, student or personnel records and information
15. Mandated Reporter for Child Abuse and Neglect
16. Reviews and evaluates documents
17. Assist in providing instruction behaviorally challenged individuals or small groups of students, reinforcing instruction as directed by the teacher.
18. Administer one-to-one intensive behavior intervention to students.
19. Actively participate in behavior intervention meeting and professional development.
20. Monitors, observes and report behavior of students according to approved procedures, including progress regarding student's performance and behavior.
21. Documenting any referrals into PowerSchool database and reporting back to teacher.
22. Assist students and parents by providing proper examples, emotional support and general guidance as directed.
23. Consults with school social worker and teachers.
24. Communicates with teachers regarding programs and materials to meet student needs.
25. Supports Positive Behavior Intervention System (PBIS) initiatives.
26. Direct student group activities as assigned.
27. Provides assistance with de-escalating students behavior and reintegration back into the classroom.
28. All areas concerning student discipline.
29. Assist in supervising the district-provided transportation of students to and from school.
30. Train staff and implements appropriate behavior programs.
31. Organizes and directs cafeteria supervision during lunch periods.
32. Supervises students in attendance at assemblies and athletic events.
33. Supports teachers who have students with behavior problems.

34. Walks about school building and property to monitor safety and security or directs and coordinates teacher supervision areas such as halls and cafeteria.
35. Organizes and administers in-service teacher training on culture and behavior.
36. Logging of discipline infractions in PowerSchool. Being very detailed.
37. Aids in new student Newcomer Program.
38. Develops innovative strategies, preventative approaches, and proactive plans for students who exhibit at risk behavior.
39. Playground safety checks along with keeping and maintaining playground inspection log.
40. Supervises and schedules administrative detentions for students.
41. Resolve students issues by meeting with students, parents, teachers and other school staff and designing a plan of action if necessary.
42. Attend Special Education staffing and IEP meetings as needed.
43. Serves on or chair major school committees such as school improvement team, or school services committee as assigned by the principal or directed by the Board of Directors.
44. Develop and implement strategies to help student succeed.
45. Handle all types of crisis, including student personal crisis and emergencies.
46. Assist students in conflict resolution.
47. Attend School functions as appropriate.
48. Organize and manage the following student activities: Daily announcements, new student orientation including parent/student orientation, mentoring program, and the end of the year parent appreciation assemblies, as well as student honors ceremony.
49. Works directly with the Building Administrator and Title I Coordinator on all parent meetings: Goodies and Grandparents, Title I Open House, Muffins with Mom, Donuts with Dad, Parent-Teacher Conferences, etc.
50. Enforce Uniform Policy.
51. Continually supervise students to ensure a safe, non-threatening, nurturing environment where students can thrive.
52. Comply with all safety policies, practices and procedures: report all unsafe activities to building administrator.
53. Assist staff in: defining and measuring behavior; understanding principles of reinforcement; teaching new and/or replacement behavior; implementing strategies for weakening behavior; and identifying antecedents and consequences to the target behavior.
54. Work with individual teachers, groups of teachers and/or the entire staff on issues such as: crisis intervention, learning and collaboration issues, and factors that can affect development and implementation of interventions.
55. Work cooperatively with building administrator to promote positive student behavior by providing professional development that targets research, strategies and modeling of instructional practices to support teachers in their implementation of positive behavior support in their classrooms.
56. Supports a team-based approach to problem solving.
57. Home and community visits when applicable.
58. Maintains confidentiality of information available through daily operations following all FERPA regulations.
59. Adhere to the Academy's policy regarding chain of commands and communication.
60. Be familiar with Board Operating Policies and the Academy Charter.
61. Maintain good public relations with the community and shall utilize fully the community resources to enrich the school culture and community. He/She shall conduct such relations outside of the school as are necessary to the accomplishment of his/her administrative office; acting in such cases only as the representative of the Academy.
62. Other duties and responsibilities as assigned.

I acknowledge that I have received a copy of my job description and am responsible for reading it and abiding by the policies contained therein.

Print Employee Name

Employee Signature

Date

Building Administrator

Date

Human Resource Manager

Date

Multicultural Academy

Job Description – **EL Coordinator /Teacher**

Qualifications

1. Possession of a Bachelor's or higher degree,
2. Valid Michigan teacher's certificate with necessary endorsements(s) to teach assigned subject matter required.
3. Course work in TESOL or ESL or bilingual education,
4. Educational experience preferred.
5. He/She shall be subject to a criminal background check as required by employer/Academy Board policy and the State of Michigan.

Reports to Administrator

Supervises

Students, volunteers, and student teachers

Job Goals

EL certified/endorsed teacher to provide support for EL and General Education teachers through a coaching/co-teaching model intended to enhance instructional practices and resources for mainstream teachers. Supervises students, develops and delivers lessons, utilizes established curriculum and maintains high levels of communication with parents/guardian regarding student progress and wellbeing.

Beliefs

1. Belief that all decisions must be based on what is best for our students and educational program
2. Belief that all students CAN learn and we must find the key to success for ALL students
3. Belief that we must increase student achievement and want all students performing at or above grade level
4. Belief that each student is important and we must provide academic plans based on individual needs

Performance Responsibilities

1. Participates in professional development, maintains appropriate certification and qualifications and keeps current in changing pedagogy.
2. Participates in collegial conversations surrounding student achievement on a regular basis, influencing individual, grade, and/or department instruction based on collective examination of student performance.
3. Must follow the district curriculum as outlined in the Educational Program.
4. Adapt curriculum to provide individual, small group, and/or remedial instruction as to meet the needs of individual students and subgroups of students.

5. Provide instruction that is consistent and coordinated with the district's instructional program so as to ensure that students meet and exceed learning targets.
6. Must produce weekly lesson plans every week with standards, pre-requisite skills, and differentiation.
7. Administers academic and language assessments for the purpose of evaluating student's progress in meeting academic learning targets and progress in language acquisition. Maintains complete and accurate records of student's progress and evidence of growth and progress.
8. Facilitates frequent and effective home-school communication by coordinating: conferences; written communication; parent trainings and other meetings/events; and support in interpreting and translations.
9. Must implement small group targeted and focused instruction, scaffolding, and differentiation.
10. Must focus on individual needs of all students and find the key to success for every student.
11. Must use Restorative Practices and positive classroom management to help every student be successful behaviorally.
12. Must incorporate effective instructional practices based on research and best practice.
13. Must collaborate and communicate with all stakeholders with a focus on student achievement and Data Driven Decision Making.
14. Encourages students to set and maintain high standards of responsibility for their learning and behavior.
15. Employs a variety of instructional techniques and instructional technology.
16. Strives to implement the Academy's philosophy, mission, vision, beliefs, instructional goals, and objectives of education.
17. Takes all necessary and reasonable precautions to protect students, equipment, materials, and facilities.
18. Maintain complete and accurate records of student progress and evidence of growth and progress.
19. Maintains accurate, complete, and correct records as required by law, Academy policy and administrative regulation
20. Assists in upholding and enforcing school rules, administrative regulations, and school policy.
21. Makes provisions for being available to attend PTO meetings and required school functions.
22. Makes provisions for being available to students and parents for education-related purposes.
23. Attends and participates in faculty meetings and collaborative planning meetings.
24. Accepts a share of responsibility for extra-curricular activities.
25. Establishes and maintains cooperative relations with others.
26. Provides for his/her own professional growth through an ongoing program of reading, workshops, seminars, conferences, and/or advanced course work at institutions of higher learning.
27. Attends professional English Language Acquisition meetings.
28. Establish clear objectives for all lessons, units, and projects, and communicate those objectives to students.
29. Meet with parents and guardians to discuss their children's progress, and to determine their priorities for their children and their resource needs.

30. Attend staff meetings, and serve on committees as required.
31. Administer standardized ability and achievement tests, and interpret results to determine student strengths and areas of need.
32. Perform administrative duties such as hall and cafeteria monitoring and bus loading and unloading.
33. Select, store, order, issue, and inventory classroom equipment, materials, and supplies.
34. Sponsor extracurricular activities such as clubs, student organizations, and academic contests.
35. Recruitment of new students along with maintaining existing students.
36. Maintain confidentiality of information available through daily school operation.
37. All other duties as assigned by school Administrator.

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Print Employee Name

Employee Signature

Date

Building Administrator

Date

Human Resource Manager

Date

Multicultural Academy

Job Description – EL Tutor-Parent Liaison

Summary

The EL Tutor-Parent Liaison will work with Elementary and Secondary EL staff to implement learning strategies for students to support their language and literacy development in targeted areas. The tutor will provide one-one-one support for academic work that is assigned by their classroom teachers and/or as determined by the EL staff.

Qualifications

1. Possession of a high school diploma or GED
2. Experience working with students or providing English language tutoring skills is preferred
3. He/She shall be subject to a criminal background check as required by employer/Academy Board policy.

Reports to

Administrator, EL Director/Teacher, Classroom Teacher

Job Goal

To provide additional help for students as well as teachers and parents.

Belief's

1. Belief that all decisions must be based on what is best for our students and educational program
2. Belief that all students CAN learn and we must find the key to success for ALL students
3. Belief that we must increase student achievement and want all students performing at or above grade level
4. Belief that each student is important and we must provide academic plans based on individual needs
- 5.

Language Skills

- Ability to communicate in a language other than English is required Spanish/Arabic preferred to match district needs
- Ability to learn from and demonstrate appropriate instructional techniques
- Ability to read and respond to lesson plans and electronic correspondence
- Ability to express self clearly, both orally and in writing

Technical Skills

- Ability to integrate technology into the everyday work flow is necessary
- Ability to utilize District technology and work to maintain proficiency, as required skill sets change with technology and/or the needs of the Academy
- Ability to use computer technology for instructional support, under the guidance of the EL staff
- Some knowledge of digital instructional platforms, such as Google Classroom, is preferred.

Mathematical Skills

- Ability to apply the concepts of basic math, algebra and geometry consistent with the duties of this position

Performance Responsibilities

1. Provides instructional support services to EL students.
2. Provides feedback and information to EL staff on students' progress and performance
3. Is receptive to using current methodologies and strategies in instruction for language learners, including use of technology applications
4. Facilitate oral communication between language minority persons and district staff by interpreting telephone conversations, conference calls, in-person conversations, etc. during school hours, for parent/teacher conferences, after school activities, IEP meetings, and other school functions
5. Provides interpretations/translation support as needed for EL communications
6. Assist the Special Education team in communicating with students and parents
7. Assist school staff with parent conferences, communicating with parents, and making home visits as requested
8. Assist Title I/EL Program Facilitator in determining parent interpreting needs as schools and implementing meeting/trainings targeting parents
9. Assist/encourage parental involvement in schools
10. Translates school-home communications and system-wide documents from English to the language
11. Collaborate with local agencies that provide support to families (food banks, clothing, housing, etc.) including connecting families with community resources, following up about school-related information, and arranging parent meetings
12. Participates in collaborative meetings and training sessions as assigned
13. Deal fairly with people beyond giving and receiving instructions
14. Creates a positive learning environment that is engaging, culturally relevant, and appropriately responds to the maturity level and interests of the students
15. Ability to maintain cultural sensitivity when relaying concepts and ideas between languages
16. Coordinates with EL teachers to create and distribute take-home materials/kits
17. Clarifies content and terminology
18. Participates in district initiatives, adheres to the school improvement plan
19. Keep in confidence all personal, student or personnel records and information
20. Mandated Reporter for Child Abuse and Neglect
21. Reviews and evaluates documents
22. All other duties as assigned by the Administrator

I acknowledge that I have received a copy of my job description and am responsible for reading it and abiding by the policies contained therein.

Print Employee Name

Employee Signature

Date

Building Administrator

Date

Human Resource Manager

Date

**BUSINESS, PERSONNEL AND
ADMINISTRATIVE SERVICES AGREEMENT**

This Agreement is made effective as of July 1, 2024 by and between UNIVERSAL MANAGEMENT COMPANY, LLC, a Michigan limited liability company (“Universal Management”) with offices located at 2570 Seminole, Ann Arbor, Michigan 48108 and MULTICULTURAL ACADEMY, a Michigan non-profit corporation (the “Academy”).

BACKGROUND

The Academy operates a public school academy in the State of Michigan under a contract issued by Bay Mills Community College Board of Regents (the “Authorizer” or “College Board”) dated July 1, 2024 (the “Contract”), pursuant to Part 6A of the Revised School Code (the “Code”). Universal Management provides administrative services, staffing, personnel management and business services. The Academy desires to contract with Universal Management to provide administrative services, staffing, personnel management services and business services.

TERMS AND CONDITIONS

Universal Management will provide services to the Academy on terms and conditions contained herein, and the parties agree as follows:

I. Services. Universal Management will provide the following services (the “Services”) to the Academy during the Term of this Agreement as hereafter defined. The Services will be provided by employees of Universal Management. Universal Management may utilize independent contractors to provide the Services only as specified in this Agreement.

A. ADMINISTRATIVE SERVICES

1. Planning and Board Support

a. **Regulatory Compliance.** Universal Management will assist the Academy in maintaining compliance with statutory requirements governing Academy Board of Director (“Board”) activities and documentation. Universal Management will also facilitate compliance with the Michigan Freedom of Information and Open Meeting statutes and with relevant Michigan Department of Education requirements.

b. **Authorizer and Reporting Compliance.** Universal Management will advise the Academy in regard to compliance with all requirements promulgated by the Authorizer and maintain relevant communication with both the Board and the Authorizer. Universal Management will also monitor

compliance with the Academy's educational reporting requirements.

c. Board Meetings and Documentation. Universal Management will assist in the preparation of appropriate materials for consideration by the Board and will produce Board meeting agendas with the items set forth by the Board only. Universal Management will also produce meeting minutes, distribute minutes to appropriate parties, and maintain complete records of such. Universal Management will provide an independent qualified Board recording secretary who is accepted by the Board to perform these duties. Universal Management will compensate the Board recording secretary at its own cost.

d. Board Consulting. Universal Management will provide, at its own cost, a consultant who will periodically appear at the Board's meetings, upon the Board's request, and advise the Board with respect to strategic planning, business planning, and market planning, among other issues.

e. Operational Consultation. Universal Management will provide, at its own cost, a consultant who will advise the Academy on issues that may come up in the course of operating a Michigan public school academy including, but not limited to issues involving students, staff, curriculum, fiscal matters, and/or other operational issues.

f. Reporting. Universal Management will prepare and present the monthly, quarterly, and annual financial reports, the monthly administrative and service reports, and any incidental reports at every regular or special Board meeting. All reports shall be in a format required or special Board meeting. All reports shall be in a format required by the Contract or applicable law. The Board shall be responsible for selecting and retaining the independent accounting firm to perform the Academy's annual financial audit in accordance with the Contract and applicable law.

2. Site Administration.

a. Maintain Security of Educational Facilities. Universal Management will make any necessary arrangements to ensure the security and safety of the Academy's campus and will provide supervision over all employees and/or contractors charged with maintaining the security and safety of the Academy's educational facility, equipment, and supplies.

b. Transportation Oversight. Universal Management will supervise the Academy's transportation system including, among other things, bus acquisition and maintenance, driver recruitment, employment processing and oversight, route planning and selection, bus disciplinary procedures, and bus security and safety.

c. Facility Maintenance Oversight. Universal Management will review and adjust facility maintenance schedules and procedures as necessary, oversee and assure the accountability of any maintenance contractors, and review performance in order to ensure the accountability of any maintenance contractors and to ensure that maintenance services are consistent and up to the Academy's standards for quality, security, and safety. Universal Management will supervise the Academy's custodial personnel and manage the custodial department.

d. Food Service. Universal Management will supervise the Academy's food service program and will ensure that menus meet any applicable state or federal regulations or guidelines. Universal Management will also monitor the Academy's food service program and ensure compliance with contracts, and timely filing of any deposits of all food service funds.

e. Procurement Services. Universal Management will manage all purchasing for the Academy with regard to non-instructional supplies, equipment, and service contracts, and Universal Management will oversee and manage vendor relations. Universal Management will implement and maintain all purchase orders and ensure implementation of the Academy's financial policies and procedures. All acquisitions made by Universal Management for the Academy with funds Universal Management has received pursuant hereto including, but not limited to acquisitions of: instructional materials, equipment, supplies, furniture, computers, and technology, shall be owned by and remain the property of the Academy. The Board shall retain the obligation, as provided in Section 1274 of the Code, to adopt written policies governing the procurement of supplies, materials, and equipment. In the event that Universal Management purchases supplies, materials, or equipment from third parties as agent for or on behalf of the Academy, Universal Management shall comply with Section 1274 of the Code as if the Academy was making such purchases directly from a third party and such supplies, materials, or equipment shall be and remain the property of the Academy. Universal Management certifies that there shall be no markup or added fees or charges for

supplies, materials, or equipment procured by Universal Management on the Academy's behalf, and that said supplies, materials, and/or equipment shall be inventoried in such a way that it can be clearly established which property belongs to the Academy.

f. IT Management. Universal Management will provide, at its own cost, at least a part-time technician who will oversee the Academy's information technology and computing infrastructure and ensure that the Academy's IT and computer systems are maintained in working order. Universal Management will serve as the interface with IT, computer system vendors and service providers and will ensure that the Academy's IT and computer systems are as effective and efficient as possible, given the Academy's budgetary limitations.

g. Athletic Programs Management. Universal Management will plan and oversee the Academy's athletic program in coordination with the Academy's leadership and staff and, as approved by the Board including, but not limited to, recruitment of coaches, performance of criminal background checks for athletic staff, maintenance of appropriate documentation, negotiation of game schedules, hiring of referees and officials as necessary, supervision of practice and game safety, and ensuring compliance with the Academy's budgetary and academic constraints.

h. Extra-Curricular Programs. Universal Management will assist the Academy's leader and staff in planning and supervising appropriate after school extra-curricular programs and activities as necessary to meet the needs of the students enrolled in the Academy as recommended by the Academy's leader and approved by the Board.

i. Parent and Family Services. Universal Management will provide a qualified site administrator who, among other duties, will serve, upon the academy leader's request, as a parent liaison for families with children enrolled in the Academy and will provide assistance and support to families that may face language or cultural barriers.

j. Data Security Breach. In the event the Academy experiences a data security breach of personally identifiable information ("PII") from the Academy's education records not suitable for public release, Universal Management shall notify the Academy and take action to remediate the security breach, in accordance with MCL 445.72, by taking appropriate action to assess the risk and notify affected individuals whose personal information may have been compromised.

k. Additional Duties. Universal Management will provide such additional services as are reasonably assigned to Universal Management by the Board from time to time. Such additional duties, if any assigned, will need to be documented as amendment to this Agreement or in a separate agreement, which will need to comply with the Contract and Authorizer policies, including review and non-disapproval procedures.

3. School Support

a. Curriculum and Instruction. Universal Management will provide professional support to the Academy's leader in regard to curriculum, materials, staffing, assessment, and evaluation, and providing analysis of student and staff data appropriate to achieve a program of high quality.

b. School Improvement. Universal Management will provide professional and technical support in developing and implementing school improvement plans and initiatives consistent with Board approved budgets and in complying with all laws and regulatory guidelines. Universal Management will further assist the Board in developing and completing all school improvement related reports required by the Michigan Department of Education and United States Department of Education guidelines.

c. Compliance Support. Universal Management will ensure compliance with all requirements of the Authorizer, the Michigan Department of Education, Washtenaw Intermediate School District, the Center for Educational Performance and Information, United States Department of Education, and any other relevant state or federal agency.

d. High School Development. Universal Management will provide appropriate professional support to the Academy's leader and staff to achieve a high quality high school program that makes optimum use of virtual resources while meeting the needs of the Academy's high school student body.

e. Reauthorization. Universal Management will provide professional/consultant and technical assistance to the academy leader and its Board in the reauthorization process.

f. Recruitment of Students. Universal Management and the Academy shall be jointly responsible for the lawful recruitment

and enrollment of students, subject to Board approved policies and the provisions of the Contract. Students shall be selected in accordance with the procedures set forth in the Contract and in compliance with applicable law. Universal Management shall follow all applicable Academy policies and procedures regarding student recruitment, enrollment, and lottery management and shall assist the Academy with the publication of appropriate public notices and scheduling open houses.

B. STAFFING AND PERSONAL MANAGEMENT

1. Provision of Qualified Personnel. Universal Management will provide qualified and certified personnel, that are employees of Universal Management including, but not limited to, school administrators, certified or permitted teachers, support and custodial staff, and accounting, bookkeeping, the academy leader, and other business management personnel per the Academy's Board or the Academy's leader's request. Universal Management will ensure that all Academy staff members provided by Universal Management receive timely criminal background and unprofessional behavior checks, and the Academy grants all necessary authority to Universal Management to have such inquiries accomplished. The Board will determine staffing levels. The Academy's leader and the Board reserve the right to the final approval of personnel employment at the Academy.

2. Payroll, Salary, Wage, and Benefits Administration Services. Universal Management will provide payroll and other related accounting services, salary, wage, tax and benefits administration services to the Academy, including management of COBRA benefits where applicable. Consistent with the Board's approved budget, the Academy will determine the level of compensation and benefits for Universal Management employees provided to the Academy.

3. Personnel Management and Records Management. Universal Management will provide personnel management and records management services for the Academy, including compliance with Michigan Department of Education and Department of Labor requirements. Universal Management will maintain necessary certification and "highly qualified" status records for applicable personnel.

4. Personnel Reporting. Universal Management will complete all required Michigan Department of Education personnel reporting for

the Academy's staff provided by Universal Management during the term of this Agreement.

5. Personnel Evaluation. As required by the Code, Universal Management is responsible for, and will be involved in the periodical evaluation of, the performance of the teaching and or administrative staff at the Academy, including the obligations under MCL 380.1249 and 380.1249a. The Academy's leader shall periodically report to Universal Management on the performance of Universal Management employees assigned to the Academy and make recommendations that will assist Universal management in the evaluation of its employees' performance at the Academy. The academy leader shall be evaluated by the Board President and the Chief Administrative Officer ("CAO").

6. No Non-Compete Clauses. Universal Management understands and agrees that Universal Management's personnel who perform work at the Academy shall not be required to sign a non-competition, no-hire, or any similar provision prohibiting or restricting the Academy from hiring Universal Management staff that perform work at the Academy.

C. BUSINESS SERVICES

1. Accounting Services. Universal Management will manage or will contract, at its own cost, a firm approved by the Board who will manage all of the Academy's accounts receivable and accounts payable and will issue checks for the Academy payroll and business as necessary. No Academy funds shall be commingled or under the dominion or control of Universal Management or its contractors. No Universal Management officer or employee may be a signatory to any Academy bank account. Universal Management or its contractors will also reconcile all Academy bank statements and provide such reconciliations to the Board at its monthly regular meetings or upon a specific time request.

2. Budget Monitoring. Universal Management shall prepare and present a proposed annual budget in accordance with a timeline that permits the Academy to meet its obligations to complete its budget review and approval in accordance with the Contract and applicable law. The Board shall be responsible for reviewing, revising, and approving the annual budget of the Academy. Universal Management may not make expenditures or commitments which deviate from the amounts or purposes of appropriations contained in

the approved budget without the prior approval of the Board in the form of an approved amendment of the budget in accordance with applicable law and the Contract. In addition, the Board is responsible for determining the budget reserve amount included as part of the Academy's annual budget, for implementing fiscal policies that will assist the Academy in attaining the stated budget reserve amount, and for approving necessary amendments to the budget to reflect necessary deviations, if any, from the adopted budget. The budget may be amended from time to time as deemed necessary by the Board. Universal Management or its contractors will monitor the Academy's budgets and financial reports to ensure availability of funds, oversee and ensure the timely submission of purchase orders, invoices, and receipts as necessary, and generally administer and ensure compliance with all financial controls as may be adopted by the Board and report at least monthly to the Board on the Academy's financial status. Universal Management shall present to the Board monthly financial statements that (at a minimum) include: a balance sheet, an object-level detailed statement of revenues, expenditures and changes in fund balance that includes a comparison of budget-to-actual information and an explanation of variances. The foregoing presentations shall be in a form and format acceptable to the Board and are to be provided to all Board members not less than five (5) working days prior to the Board meeting at which the information will be presented and discussed.

D. ASSISTANCE WITH BUDGETING AND STATE AID

1. Universal Management, or its contractors, will actively and professionally participate in the development of annual budget and periodic budget amendments and will assist the Board in the preparation of the Academy's annual budget and independent audits. Universal Management will assist the Academy in preparing applications for state aid anticipation loans, and/or state aid bridge loans and shall not charge a separate fee for preparing such applications.

II. Service Fees. The Academy will pay Universal Management as follows:

A. Cost of Services Annual Fee: Universal Management is not a costs only management company and does charge additional per pupil state aid percentage which will amount to 12% of the state fund. Currently calculated as such based on both proposed and amended budget 2023-2024 and 2024-2025 the Management fee is calculated based on 12% of \$3,400,000 allocated stated fund which equals \$408,000.00 Annually/12=\$34,000 monthly. This

calculation will be reviewed after each count day based on any changes in student enrollment. Services included in the fee are as follows:

1. An on campus, full-time employee who will supervise all services as listed and specified in this Agreement ("Site Administrator");
2. An on-campus, at least part-time, executive administrator who will assume complete responsibility for all issues of governance and compliance and monitor the Academy's educational reporting requirements;
3. Services to support the Academy's information technology systems and computing infrastructure needs;
4. The entire financial operation management system including, but not limited to, all Academy accounting needs, Academy payroll, management, loan processing, and reporting requirements;
5. Marketing and development expenses (provided that such marketing and development costs charged to the Academy shall be limited to those costs specific to the Academy and shall not include any costs for the marketing and development of Universal Management), except in the circumstance in which a grant is utilized by Universal Management for such services and the grant provisions allow outside funding / reimbursement by the Academy;
6. Grant consulting services including grant writing, grant research, and grant application services; except in the circumstance in which a grant is utilized by Universal Management for such services and the grant provisions allow outside funding / reimbursement by the Academy;
7. Management and coordination of Board meetings, including postings, notices, agendas, and Board meeting minutes;
8. Management and operational consulting services provided to the Board, as needed. Such additional services shall be approved in advance by the Board and Universal Management, and shall be set forth in an amendment to this Agreement which shall be presented to the Authorizer for non-disapproval in accordance with the Contract and applicable law;

9. Planning and board support services;
10. Maintaining security of educational facilities;
11. Procurement services;

B. Reimbursable Costs. The Academy will reimburse Universal Management only for all costs reasonably incurred, approved in advance by the Board, properly documented by Universal Management and paid by Universal Management in providing the services specifically related to the Academy ("Reimburse Costs Fee"). Services which are to be reimbursed under the Reimburse Costs Fee are as follows:

1. An on-campus, at least part-time, qualified technician who will monitor and service the Academy's information technology systems and computing infrastructure needs;
2. Transportation oversight;
3. Food service;
4. Other expenses not listed in Section A as agreed to by both Parties.

Universal Management will invoice the Academy for the reimbursement of all such costs with a detailed receipt of materials or services provided. The Academy shall only reimburse for costs included in the Academy's annual operating budget approved by the Board or as amended during the academic year. In paying such costs on behalf of the Academy, Universal Management shall not charge an added fee (or mark-up). No corporate costs of Universal Management shall be charged to or reimbursed by the Academy. If desired, the Board may advance funds to Universal Management for such costs before such costs are incurred (rather than reimburse Universal Management after the expense is incurred).

Universal Management shall provide to the Academy or the Board proper documentation and accounting of any advanced funds or reimbursement, and such accounting shall be ratified by the Board at its next regularly scheduled meeting.

All items acquired with Academy funds including, but not limited

to, instructional materials, equipment, supplies, furniture, computers, and other technology shall be owned by and remain the property of the Academy.

- C. Additional Services. If the Academy requests Universal Management to provide any services in addition to the Services (including consulting services) set forth in this Agreement, the parties will negotiate an appropriate fee prior to the time services are rendered reflecting the actual cost of the services to be provided, and such agreement shall be in writing and approved by the Board and Universal Management as an amendment to this Agreement.

- III. Payment of Salaries by Academy. The Academy will be responsible for the payment of salaries, fringe benefits, worker's compensation, unemployment compensation, and local, state, and federal taxes for all individuals employed by the Academy, if any.
- IV. Payment of Salaries by Universal Management. Universal Management will be solely responsible for the payment of salaries, fringe benefits, worker's compensation, unemployment compensation, liability insurance, and local, state, and federal taxes for all individuals employed by Universal Management that participate in the provision of services to the Academy whether specified or not specified under this Agreement. Universal Management is responsible for paying employees leased to the Academy or working on Academy operations irrespective of whether Universal Management receives an advancement of its costs or the payment of services from the Academy. Universal Management shall not seek or be reimbursed or paid for its corporate expenses and overhead except for the costs specifically outlined in the Reimbursable Costs Section II(B)(1)-(4) above. Corporate expenses and overhead include, but are not limited to: Universal Management's rent, utilities, equipment, supplies, central office staff, corporate payroll, vehicles, corporate travel, and other such costs incurred as a result of Universal Management's operation in servicing the Academy. Universal Management, to the extent it utilizes third parties to perform its obligations pursuant to this Agreement, shall not seek reimbursement for the costs of those services.
- V. Unusual Events. Both parties agree to notify each other immediately of any known health, safety, or other violations and of any anticipated labor, employee, or funding problems or other problems or issues that could adversely affect Universal Management or the Academy complying with their respective responsibilities hereunder. Universal Management and the Academy mutually agree to contact each other immediately of any threatened or actual revocation,

termination, non-renewal, or non-reauthorization of the Contract. Universal Management shall notify the Board if any principal or officer of Universal Management, or Universal Management (including any related organizations or organizations in which a principal or officer of Universal Management served as a principal or officer) as a corporate entity, files for bankruptcy protection.

VI. Confidential Information and Proprietary Rights. The Academy and its Board hereby agree and acknowledge that in the course of performance of this Agreement, the Academy may be exposed to certain confidential information or trade secrets of Universal Management including, but not limited to, know-how, technical information, computer software, training materials, training methods, practices and related information, and computer software considered to be confidential in nature ("Confidential Information"). Subject to the limitations of MCL 380.505(3), the Freedom of Information Act, other applicable law and the Contract with the Authorizer, the Academy agrees that any Confidential Information communicated to or received or observed by the Academy will be held in confidence and not disclosed to others without Universal Management's prior written consent. All Confidential Information disclosed to or observed or received by the Academy will at all times remain the property of Universal Management, and all documents, together with any copies or excerpts thereof, will be promptly returned to Universal Management upon request. Notwithstanding the foregoing, the parties understand and agree that all Universal Management's educational materials and teaching techniques used by the Academy are subject to disclosure under the Code and the Freedom of Information Act. The provisions of this section will survive the termination of or the expiration of this Agreement. The provisions of this section will not apply to curriculum or other materials developed and paid for by the Academy or developed by Universal Management at the direction of the Academy or its Board with Academy funds or to any information subject to disclosure under the law. The Academy will own all proprietary rights to curriculum or educational materials that: (1) are both directly developed and paid for by the Academy; or (2) were developed by Universal Management at the direction of the Academy or its Board with Academy funds dedicated for the specific purpose of developing such curriculum or materials.

VII. Indemnification

A. **By the Academy.** To the extent permitted by applicable law, the Academy shall indemnify, save and hold Universal Management and all if its employees, officers, directors, subcontractors, and agents (collectively "Universal Management Employees") harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action taken or not taken by the Academy or any of its Academy employees, in the event of

any claim that this Agreement or any part thereof is in violation of law, any noncompliance by the Academy with any agreements, covenants, warranties, or undertakings of the Academy contained in or made pursuant to this Agreement, and/or any misrepresentation or breach of the representations and warranties of the Academy contained in or made pursuant to this Agreement. In addition, the Academy shall reimburse Universal Management for any and all legal expenses and costs associated with the defense of any such claim, demand, or suit.

B. By Universal Management. Universal Management shall indemnify, save and hold the Academy and all of its employees, officers, directors, subcontractors, and agents (collectively "Academy Employees") harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action taken or not taken by Universal Management or any of its Universal Management employees in the event of any claim that this Agreement or any part thereof is in violation of law, any noncompliance by Universal Management with any agreements, covenants, warranties, or undertakings of Universal Management contained in or made pursuant to this Agreement, and/or any misrepresentation or breach of the representations and warranties of Universal Management contained in or made pursuant to this Agreement. In addition, Universal Management shall reimburse the Academy for any and all legal expenses and costs associated with the defense of any such claim, demand, or suit

C. Of Bay Mills. The parties acknowledge and agree that the Bay Mills Community College Board of Regents, Bay Mills Community College and its respective members, officers, employees, agents or representatives (all collectively referred to as "Bay Mills Community College") are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, Universal Management hereby promises to indemnify, defend, and hold harmless Bay Mills Community College against all claims, demands, actions, suits, causes of action, losses, judgments, damages, fines, penalties, forfeitures, or any other liabilities or losses of any kind, including costs, attorney fees, and related expenses, imposed upon or incurred by Bay Mills Community College on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any

other losses of any kind whatsoever and not caused by the sole negligence of Bay Mills Community College, which arise out of or are in any manner connected with Bay Mills Community College Board of Regents' approval of the Academy's application, Bay Mills Community College Board of Regents' consideration of or issuance of a Contract, Universal Management's preparation for and operation of the Academy, or which are incurred as a result of the reliance by Bay Mills Community College upon information supplied by Universal Management, or which arise out of the failure of Universal Management to perform its obligations under the Contract, the Agreement or Applicable Law, as applicable. The parties expressly acknowledge and agree that Bay Mills Community College, Bay Mills Community College Board of Regents and its members, and their respective officers, employees, agents or representatives, or any of them, may commence legal action against Universal Management to enforce its rights as set forth in this Agreement.

VIII. Insurance

A. **Insurance of the Academy.** The Academy shall maintain insurance coverage in the amounts required by the Contract, including the indemnification of Universal Management provided by this Agreement. In the event that the insurance carrier for the Academy's Authorizer requests changes in the coverage identified in the Contract, the Academy agrees to comply within thirty (30) days after written notice of the insurance coverage change. The Academy shall, upon request, present evidence to Universal Management that it maintains the requisite insurance in compliance with the provisions of this paragraph. Universal Management shall comply with any information or reporting requirements applicable to the Academy under the Academy's policy with its insurer(s) or the Contract.

B. **Insurance of Universal Management.** Universal Management shall secure and maintain general liability insurance, with the Academy listed as an additional insured. Universal Management shall maintain, at a minimum, insurance coverage amounts and policies which the Academy is required to obtain under the Contract, including the indemnification of the Academy provided by this Agreement and including coverage for sexual molestation or abuse. Universal Management's insurance is separate from and in addition to the insurance the Board is required to obtain under the Contract. Universal Management's cost of procuring insurance coverage under this Agreement is a corporate cost to be paid by Universal Management. Universal Management shall, upon request, present evidence

to the Academy that it maintains the requisite insurance in compliance with the provisions of this paragraph. The Academy shall comply with any information or reporting requirements applicable to Universal Management under Universal Management's policy with its insurer(s).

C. **Worker's Compensation Insurance.** Each party shall maintain worker's compensation insurance, when and as required by law, covering their respective employees.

IX. Term and Termination. Except as otherwise set forth in this Agreement, the term of this Agreement will commence as of the effective date hereof and will expire on June 30, 2028. The Academy may terminate this Agreement for cause at any time prior to the expiration of the term by providing written notice of such termination to Universal Management, specifying the reason for such termination, fourteen days (14) prior to the effective date of such termination, subject to the provisions below. For purposes of this Agreement, "causes" shall include the following: (a) material breach of this Agreement, criminal activity, or violations of any law or statute that provides for criminal penalties by any of Universal Management's employees, officers, or directors; (b) failure to perform Universal Management's duties under this Agreement at a level that meets the Academy's expectations as determined by a majority vote of the Board; (c) financial misconduct of any kind by any of Universal Management's employees, whether relating to the Academy or otherwise; or (d) significant repeated violations of the Academy's policies and procedures by any of Universal Management's employees. If either party terminates the Agreement, all records, property, and assets shall be accounted for and transferred to their rightful owners within thirty (30) days of the effective date of termination, subject to the provisions below. If the Academy's Contract issued by the Authorizer is suspended, revoked, or terminated or a new charter contract is not issued to the Academy after expiration of the Contract, this Agreement shall automatically be suspended or terminated, as the case may be, on the same date as the Academy's Contract is suspended, revoked, terminated or expires without further action of the parties. Anything to the contrary herein notwithstanding, and in the event the Agreement is extended, renewed, or a new agreement is entered into, the Academy Board shall have the right to terminate the Agreement after three years if the Agreement's term is otherwise in excess of three years. The term of this Agreement shall not exceed the term of the Academy's Contract.

Any termination of this Agreement for cause or without cause shall not take effect until the earlier of (i) an approved agreement by the Academy with another Educational Service Provider ("ESP") (or self-management) is in effect; or (ii) the end of the current school year in which the termination is invoked. A change in ESP (or a decision to self-manage) in mid school year is strongly discouraged and will be disapproved by the Authorizer absent compelling circumstances and a clear demonstration that the new ESP (or transition to self-management) can seamlessly assume management and

operations of the school without disrupting the school's operations.

Upon termination or expiration of the Agreement, or when the Agreement is terminated due to a Contract revocation, reconstitution, termination or non-renewal, Universal Management shall, without charge: (i) close the books on the then-current school fiscal year; (ii) organize and prepare the Academy's records for transition to the new ESP, self-management or dissolution; (iii) provide the Academy with an updated fixed asset schedule showing all property owned by the Academy; (iv) provide an updated list of outstanding vendor invoices with total amount owed (including the total outstanding owed by the Academy to Universal Management, if any); (v) the amount owed by Universal Management to the Academy, if any; (vi) organize and prepare student records for transition to the new ESP, self-management or in the case of a school closure, transfer to a student's new school as designated by the student's parent / legal guardian or to a person or entity authorized to hold such records; (vii) ensure the closeout of existing grants and the transfer of grant funded property to the Academy, if applicable; and (viii) provide for the orderly transition of employee compensation and benefits to the new ESP or self-management without disruption to staffing, or in the case of school closure, final payment of all employee compensation, benefit and tax obligations related to services provided by Universal Management to the Academy.

- X. Condition Precedent.** The parties expressly agree and acknowledge that the effectiveness of this Agreement is expressly contingent on the continued validity of the Contract or the issuance, prior to the expiration of the Contract, of a new or renewed Contract with the Authorizer or a new authorizer, such that the Academy is able to continue operations without violating Michigan laws governing public school academies and without losing any necessary sources of funding. If this condition fails at any time and for any reason, the parties agree that this Agreement will become immediately terminable by either party upon written notice to the other, and that the Board will remain responsible for payment of any services rendered by Universal Management up to the date of such termination.

Further, by signing this Agreement Universal Management acknowledges that it has provided the Academy with the following information, whether provided herein or in separate documentation, such that the Academy is able to perform sufficient due diligence to establish that Universal Management and its key personnel have the appropriate financial resources, educational background, and managerial experience to provide the contracted services:

- A. A list of all Universal Management owner(s), directors and/or officers which discloses any conflicts of interest that any Universal Management owner, director, and/or office may have in regard to Board members, administrators and employees associated with the Academy, as well as other vendors contracting with the Academy. Conflicts of interest include, but are not limited to, familial and/or social relationships;

B. Notification if any principal or officer of Universal Management, or Universal Management (including related organization or organizations in which a principal or officer of Universal Management served as a principal or officer) as a corporate entity, has filed for bankruptcy within the last five (5) years.

C. Type or form of entity (for-profit corporation, non-profit corporation, limited liability company, etc.);

D. Name of Universal Management's primary banking institution;

E. Legal counsel for Universal Management. Name, address, and telephone number of firm and name of contact person;

F. Accounting firm for Universal Management. Name, address, and telephone number of firm and name of contact person;

G. A written statement regarding Universal Management's experience in providing educational services, and the types of educational services to be provided by Universal Management;

H. A mission, vision, and values statement of Universal Management;

I. List of all persons or entities with whom Universal Management plans to subcontract for services provided to the Academy, along with a disclosure of Universal Management's ownership in any such subcontractor;

J. List of the public school academies or other schools (public or private) to which Universal Management provides services;

K. List of any lease, license, contract, or other agreement between Universal Management (or its affiliates) and the Academy;

L. Identification of any start-up funding being provided by Universal Management;

M. List of any services Universal Management plans to provide to the Academy with regard to cash flow borrowings, including any fees from such services;

N. List of any materials equipment or supplies the Academy will purchase or lease from Universal Management; and

O. Criminal history of Universal Management's owners, officers, directors, managers and employees.

XI. Records and Reporting Requirements. Universal Management will, upon request of the Academy, provide detailed statements of all costs incurred in providing the Services under this Agreement in sufficient detail to allow the Academy to account for all expenditures. Universal Management shall keep accurate records pertaining to its operation of the Academy, together with all Academy records prepared by or in the possession of Universal Management, and, retain all of said records to which such books, accounts, and records relating to the Academy shall be retained in accordance with the Records Retention and Disposal Schedule for Michigan Public Schools, approved December 7, 2010,

as amended. All financial, educational, and student records pertaining to the Academy are Academy property. Such records are subject to the Michigan Freedom of Information Act and shall be physically stored at the Academy's physical facilities or directly accessible at the Academy facility. Except as permitted under the Contract and applicable law, this Agreement shall not restrict the Authorizer's or the public's access to the Academy's records. All records pertaining to teacher and administrator certification, as well as a copy of the employee handbook, shall be maintained physically on site or directly accessible at the Academy facility. Universal Management and the Academy shall maintain the proper confidentiality of personnel, student, and other records as required by law. Universal Management shall make all finance and other Academy records available to the Academy, the Authorizer and the Academy's independent auditor upon request. The Board shall be solely responsible for selecting and retaining the Academy's independent auditor. The Academy's independent auditor shall not be from the same firm or accounting entity providing financial or auditing services to Universal Management. Universal Management shall not be permitted to select, retain, evaluate, or replace the independent auditor for the Academy.

XII. Dispute Resolution. Universal Management and the Academy agree to act immediately and in good faith to mutually resolve any disputes involving any alleged breach of this Agreement or arising out of or relating to the interpretation of this Agreement or the parties' performance of their respective obligations under this Agreement.

XIII. Relationship of Parties. Universal Management is a Michigan limited liability company as described above and is not a division or part of the Academy. The Academy is a corporate body and governmental entity authorized by the Code and is not a division or a part of Universal Management. The parties to this Agreement intend that the relationship of Universal Management to the Academy is that of an independent contractor and not as an employee of the Academy. The relationship between the parties was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement.

Notwithstanding anything in this Agreement to the contrary, no provision of this Agreement shall interfere with the Board's exercise of its statutory, contractual, and fiduciary responsibilities governing the operation of the Academy. Furthermore, no provision of this Agreement shall prohibit the Board from acting as an independent, self-governing public body or allow public decisions to be made other than in compliance with the Open Meetings Act. No provision of this Agreement shall be interpreted as waiving any governmental immunities of the Academy.

Board members, Academy employees, and their respective spouses and immediate family members¹ may not have direct or indirect ownership, employment, contractual, or management interest in Universal Management. The relationship between the Academy and Universal Management shall be consistent with the conflicts of interest and prohibited familial relationship provisions set forth in the Contract.

Pursuant to the Uniform Budget and Accounting Act, MCL 141.422b, the Board is responsible for designating the CAO for the Academy. No Universal Management or Universal Management owner, officer, director, employee, or agent shall be designated as the CAO of the Academy, but a Universal Management employee may assist a Board member who is the CAO in carrying out their responsibilities.

No agent or employee of Universal Management shall be determined to be an agent or employee of the Academy for any reason or purpose. No agent or employee of the Academy shall be determined to be an agent or employee of Universal Management, except as follows:

- A. Universal Management and its respective officers, directors, employees, and designated agents are each hereby authorized by the Academy to serve as agents of the Academy, having a legitimate educational interest in the Academy and its students, for purposes of the Family Educational Right and Privacy Act, 20 U.S.C. §1232g et seq., 34 C.F.R. Part 99 ("FERPA"), such that they are jointly and severally entitled to access the educational records of the Academy for all purposes related to FERPA.

- B. During the term of this Agreement, the Academy may disclose confidential data and information to Universal Management and its respective officers, directors, employees, and designated agents to the extent permitted by applicable law including, without limitation, the Individuals with Disabilities Education Act ("IDEA"), 20 U.S.C. § 1401 et seq., 34 C.F.R. 300.610 - 300.626; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794a, 34 C.F.R. 104.3 6; the Michigan Mandatory Special Education Act, MCL 380.1701, et seq., the Americans with Disabilities Act, 42 U.S.C. §12101 et seq., the Health Insurance Portability and Accountability Act ("HIPAA"), 42 U.S.C. 1320d - 13200d-8: 45 C.F.R. 160, 162 and 164; and social security numbers, as protected by the federal Privacy Act of 1974, 5 U.S.C. §552a; and the

¹ Family members include mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or same-sex domestic partner, aunt, uncle, niece, or nephew.

Michigan Social Security Number Privacy Act, MCL 445.84.

- C. As otherwise expressly designated by the written agreement of Universal Management with consent from the Board.

XIV. Payment of Academy Funds. The Board shall determine the depository of all funds received by the Academy. All funds received by the Academy shall be initially deposited in the Academy's depository account. Signatories on the depository account shall be current Board members properly designated annually by Board resolution. All interest or investment earnings on Academy deposits shall accrue to the Academy. The Board shall provide Academy funding on a consistent and timely basis to Universal Management to fulfill its obligations under this Agreement.

XV. Compliance with Section 12.17 of Contract Terms and Conditions. Universal Management shall make information concerning the operation and management of the Academy, including without limitation the information in the Contract, including all exhibits, schedules, and the like, available to the Academy as deemed necessary by the Board in order to enable the Academy to fully satisfy its obligations under the Contract. Except as permitted under the Contract and applicable law, this Agreement shall not restrict the Authorizer's, the Authorizer's Charter Schools Office ("CSO"), or the public's access to the Academy records.

XVI. Compliance with Section 503c. On an annual basis, Universal Management agrees to provide the Board with the same information that a school district is required to disclose under Section 18(2) of the State Aid Act of 1979, MCL 388.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Board shall make the information available on the Academy's website home page in a form and manner prescribed by the Michigan Department of Education. The defined terms in Section 503c of the Code, MCL 380.503c, shall have the same meaning in this Agreement

XVII. Other Financial Relationships. Any lease, promissory notes, or other negotiable instruments, lease-purchase agreements, or other financing agreements between the Academy and Universal Management shall be contained in a document separate from this Agreement, shall be separately approved by the College Board, and shall comply with all applicable law, the Contract issued by the College Board, and any applicable policies created by the College Board and/or the Bay Mills Community College Charter Schools Office.

XVIII. Miscellaneous Provisions

A. **Section Headings.** The Section headings used herein are for reference and convenience only and will not enter into the interpretation of this Agreement.

B. **Compliance with Academy's Contract.** Universal Management agrees to perform its duties and responsibilities under this Agreement in a manner that is inconsistent with the Academy's obligations under the Academy's Contract issued by the Authorizer. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement.

C. **No Waiver.** No delay or omission by either party hereto to exercise any right or power occurring upon any noncompliance, violation, or default by the other party with respect to any of the terms of this Agreement will impair any such right or power or be construed to be a waiver thereof or of any covenant, condition, or agreement contained herein.

D. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Michigan.

E. **Entire Agreement: Amendments.** This Agreement constitutes the entire agreement between the parties and contains the entire understanding of the parties with respect to its subject matter and supersedes all prior and contemporaneous agreements, understandings, and negotiations and the parties agree that they shall have no further rights or obligations under such prior agreements. No change, waiver, modification, or discharge hereof will be valid unless in writing and is executed by the party against whom such change, waiver, modification, or discharge is sought to be enforced. The Board and Universal Management may not substantially amend this Agreement without notification to the College Board pursuant to the Contract and applicable CSO policies. Said amendment shall not be contrary to the Contract and it must be accompanied by a legal opinion. The Academy is responsible for submitting any and all amendments to the College Board or the CSO, consistent with applicable CSO policies, for review under the Contract.

F. **Notices.** Under this Agreement, if one party is required to give notice to the other, such notice will be deemed given if hand delivered or mailed by U.S. registered mail, return receipt requested, first-class, postage pre-paid, and addressed as

follows:

To Universal Management: President
 Universal Management Company
 LLC
 250 Seminole
 Ann Arbor, MI 48018

To the Academy: Board President
 Multicultural Academy
 5550 Platt Road
 Ann Arbor, MI 48108

With a copy to: Aimee Gibbs
 Dickinson Wright PLLC
 350 S. Main Street Suite 300
 Ann Arbor, MI 4810

G. **No Assignment.** Neither party may, without prior written consent of the other party, assign or transfer this Agreement nor any obligations incurred hereunder except as provided. Any attempt to do so in contravention of this provision will be void and of no force and effect.

H. **Partial Invalidity.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable in any manner, the remaining provisions of this Agreement will nonetheless continue in full force and effect without being impaired or invalidated in any way. In addition, if a court of competent jurisdiction modifies any provision of this Agreement such that it may be fully enforced, then that provision will be so modified and fully enforced as modified.

I. **Force Majeure.** Notwithstanding any other provision of this Agreement, neither party will be liable for any delay in performance or inability to perform due to act of God or due to war, riot, embargo, fire, explosion, sabotage, flood, accident, labor strike, or other acts beyond its reasonable control.

J. **Board Independence.** No provision of this Agreement shall predetermine the Board's course of action in choosing to assert or not assert,

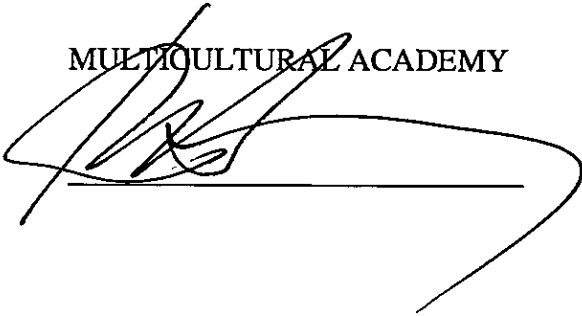
waive or not waive, governmental immunity or any other applicable defense.

K. **Delegation of Authority.** Nothing in this Agreement shall be construed as delegating to Universal Management any of the powers or authority of the Board that are not subject to delegation by the Board under Michigan law or the Contract.

L. **Amendment Caused By Academy Site Closure or Reconstitution.** In the event that the Academy is required (i) to close an Academy site pursuant to a notice issued by the Michigan Department of Education under Section 507 of the Code, MCL 380.507; or (ii) to undergo a reconstitution pursuant to Section 507 of the Code, MCL 380.507, and the Contract, and such closure of an Academy site or reconstitution causes an amendment or termination of this Agreement, the parties agree that this Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy, and Universal Management shall have no recourse against the Academy or the Authorizer for implementing such site closure or reconstitution.

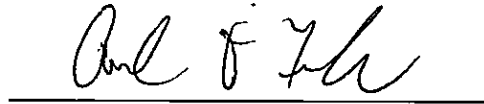
IN WITNESS WHEREOF, the Academy and Universal Management have caused this Agreement to be signed and delivered by their duly authorized representatives effective as of the day and year first set forth above.

MULTICULTURAL ACADEMY



A large, stylized handwritten signature in black ink, written over a horizontal line. The signature is highly cursive and loops around the line.

UNIVERSAL MANAGEMENT COMPANY, LLC



A handwritten signature in black ink, written over a horizontal line. The signature is cursive and appears to read "Paul F. [unclear]".

CONTRACT SCHEDULE 6

PHYSICAL PLANT DESCRIPTION

SCHEDULE 6
PHYSICAL PLANT DESCRIPTION

Physical Plant Description 6-1

Site Plan 6-3

Floor Plan..... 6-4

Certificate of Occupancy 6-8

Lease Agreement 6-9

SCHEDULE 6

PHYSICAL PLANT DESCRIPTION

1. Applicable Law requires that a public school academy application and contract must contain a description of and the address for the proposed physical plant in which the public school academy will be located. See, MCL 380.502(3)(j); 380.503(5)(d).

2. The address and a description of the proposed physical plant (the “Proposed Site”) of American International Academy (“Academy”) is as follows:

Address: 5550 Platt Road
Ann Arbor, MI 48108

Description: The Academy will use a 22,801 square foot building. The building has 17 classrooms, 4 administrative offices, 4 restrooms, and a faculty restroom.

Term of Use: Term of Contract.

Configuration of Grade Levels: K-11th

Name of School District and Intermediate School District:

Local: Ann Arbor Public Schools

ISD: Washtenaw Intermediate School District

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

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

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

5. If the Proposed Site described above is not used as the physical facilities for the Academy, then Schedule 6 of this Contract between the Academy and the College Board must be amended pursuant to Article IX of the Terms and Conditions of Contract, to designate, describe, and agree upon the Academy’s physical facilities. The Academy must submit to the College

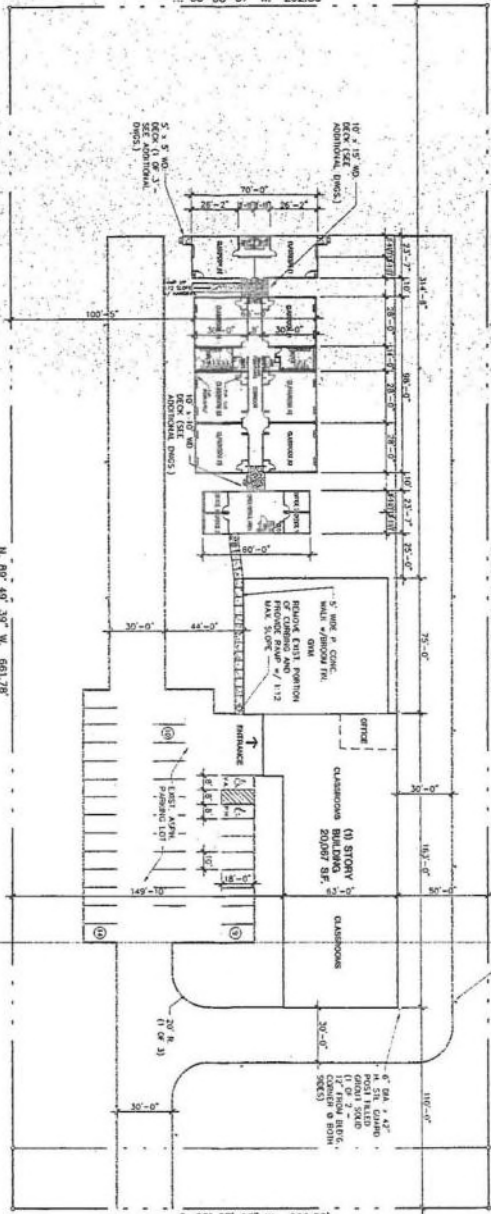
Board or its designee complete information about the new site to be actually used. This information includes that described in paragraphs 2, 3 and 4 of this Schedule 6. It is acknowledged and agreed that the public school academy cannot conduct classes as a public school in this state until it has submitted all the information described above, to the satisfaction of the College, and the amendment regarding the new site has been executed.

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

N. 00° 06' 37" W. 262.80'

S. 89° 49' 47" E. 663.00'

S. 00° 07' 23" W. 262.80'

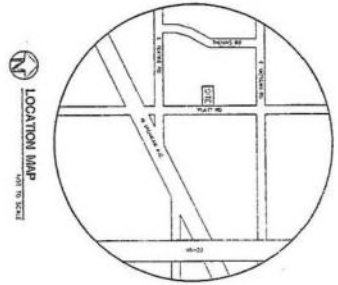


SCALE: 1" = 20'-0"

DESIGN AND SPECIFICATIONS BY: [Logo] ARCHITECTS

DESIGN AND SPECIFICATIONS BY: [Logo] ARCHITECTS

ARCHITECTURAL SITE PLAN



LEGAL DESCRIPTION:
AS SHOWN:
PART OF THE SOUTH-TO-1/4 OF SECTION 22, T1
RANGE 6, S. 09° 07' 22" W. 124.40'
CORNERING FROM NE 1/4 S. 09° 07' 22" W. 124.40'
AND NE 1/4 S. 09° 07' 22" W. 124.40' BEING THE CONTINENT OF PLATT
BUNGLE CORNERING ALONG SAID LINE S. 09° 07' 22"
ELECTRICITY, 09° 07' 22" W. 262.80' TO THE
NORTH LINE OF SAID TRACT TO THE CORNER
OR LESS, SUBJECT TO ANY AND ALL CLAIMS OR
RIGHTS OF WAY OF RECORD, IF ANY.

SITE DATA:
PROPOSED REQUIRED:
(1) SITE EXISTING UTILITIES
= 17 SPACES
(2) INTERLUZ ACCESS
= 880 / 30 = 29 SPACES
(3) SPACES TOTAL
(13) SPACES INCLUDING
(1) VAN ACCESSIBLE SPACE

OCCUPANT:
EASTERN WASHTENAW MULTICULTURAL ACADEMY
PLATT ROAD
PITTSFIELD TOWNSHIP, MI 48868

PROJECT NO: 0405
PROJECT NAME: EASTERN WASHTENAW MULTICULTURAL ACADEMY
ARCHITECTURAL SITE PLAN

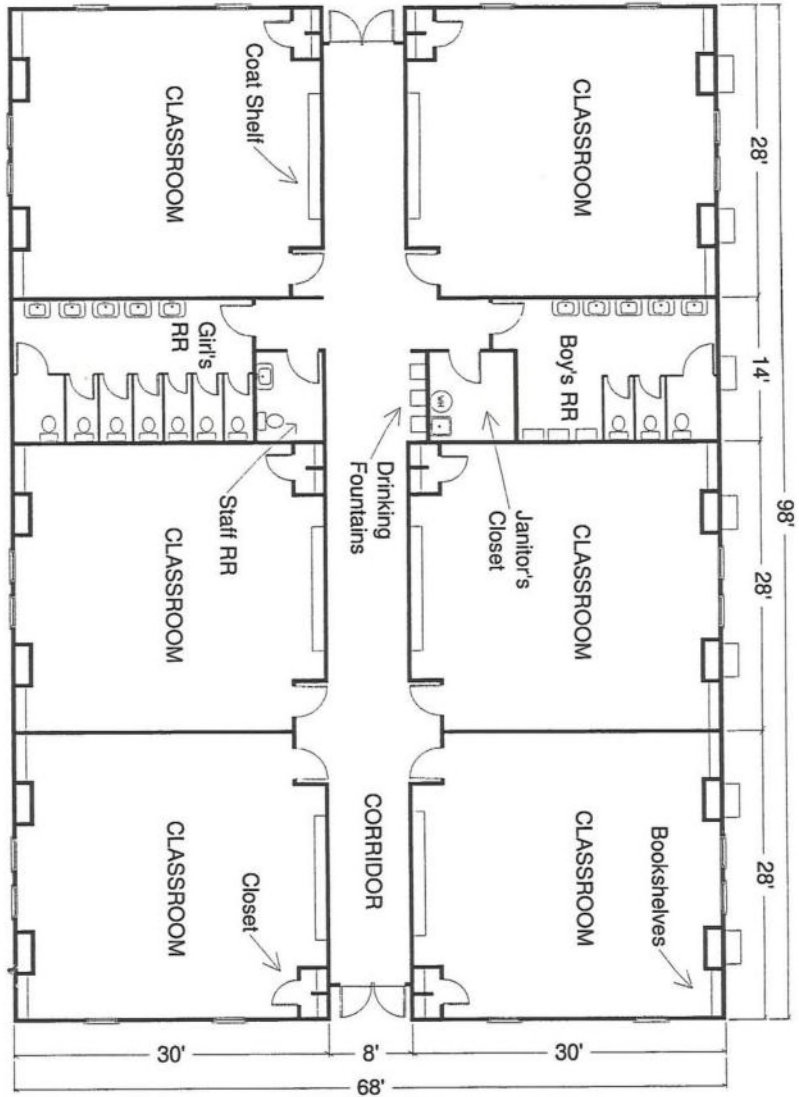
Valle Associates
ARCHITECTS

Joseph A. Valle
ARCHITECT

S-1

0405

ARCHITECTURAL SITE PLAN

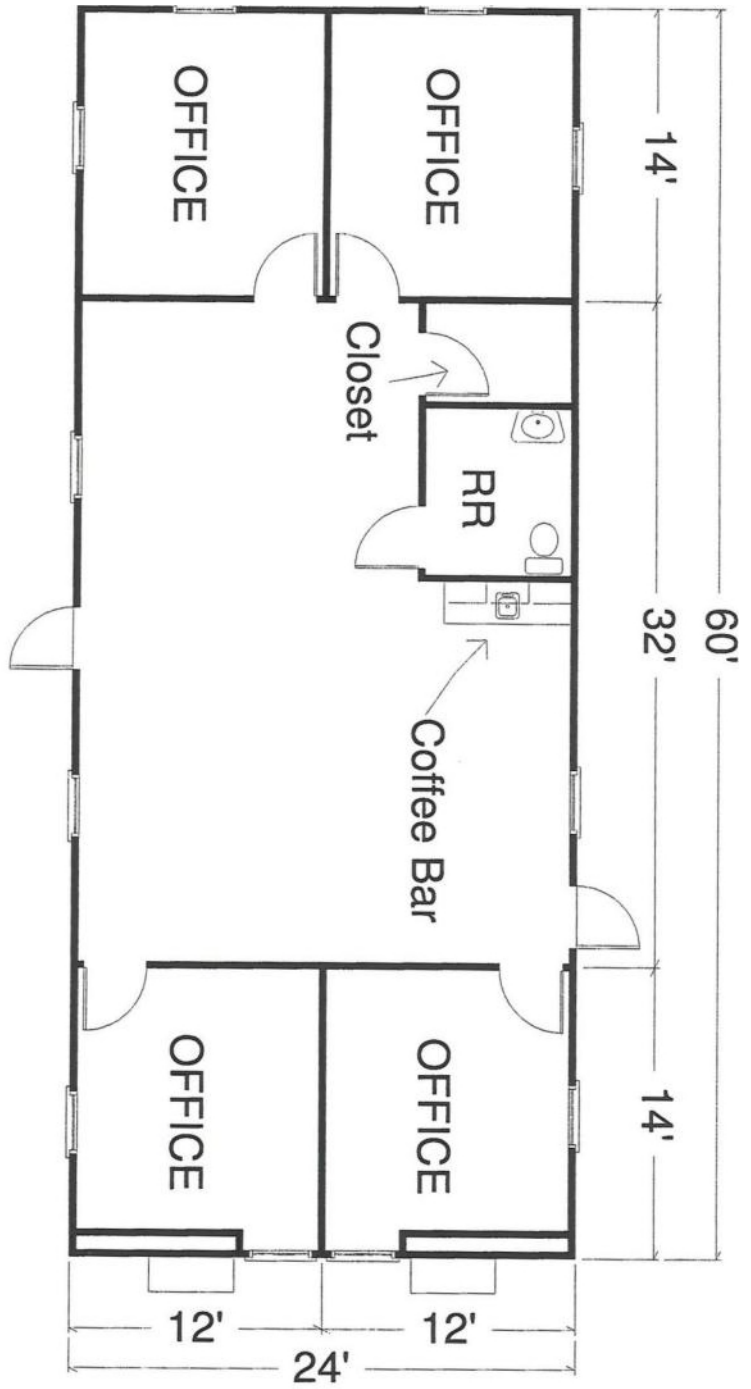


2004 Scholar Series
6-Classroom Building with Restrooms



**Innovative
 Modular
 Solutions**

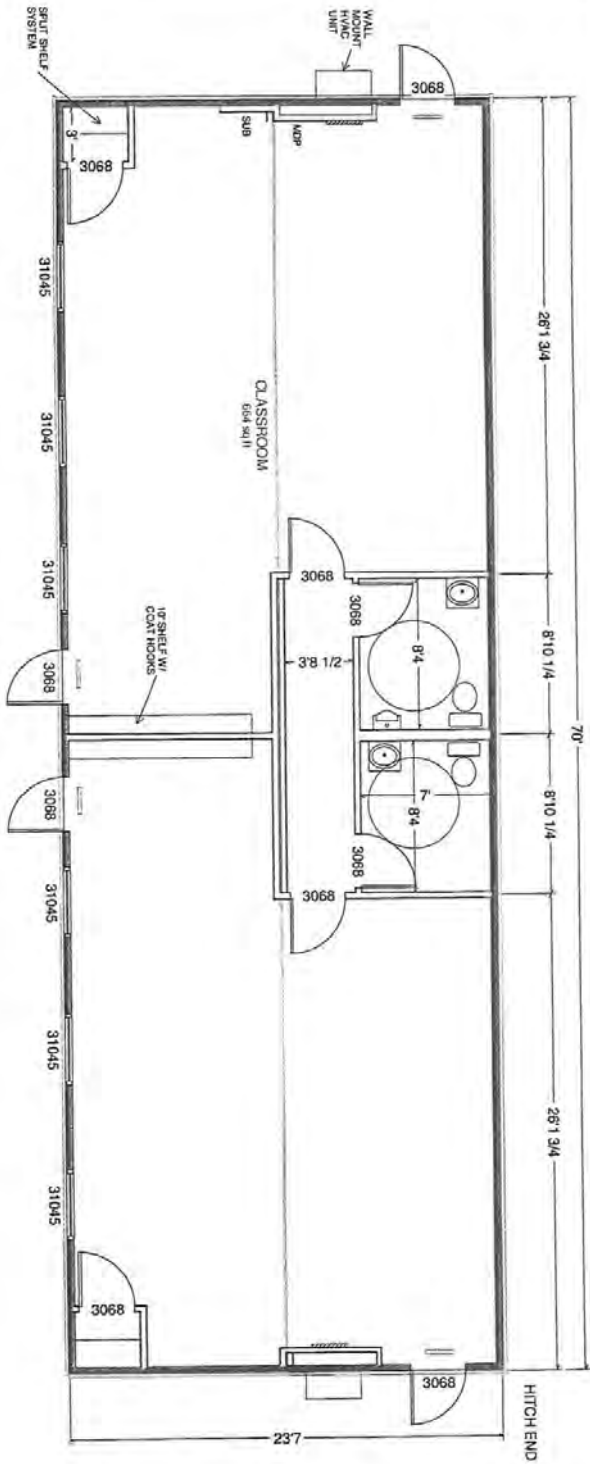
1555 Naperville/Wheaton Road, Suite 206
 Naperville, Illinois 60563
 Phone: 1-800-357-4699
 Fax: 1-630-305-3695
 Online: www.innovativemodular.com
 E-mail: schools@innovativemodular.com



Value Series 4-Office Building



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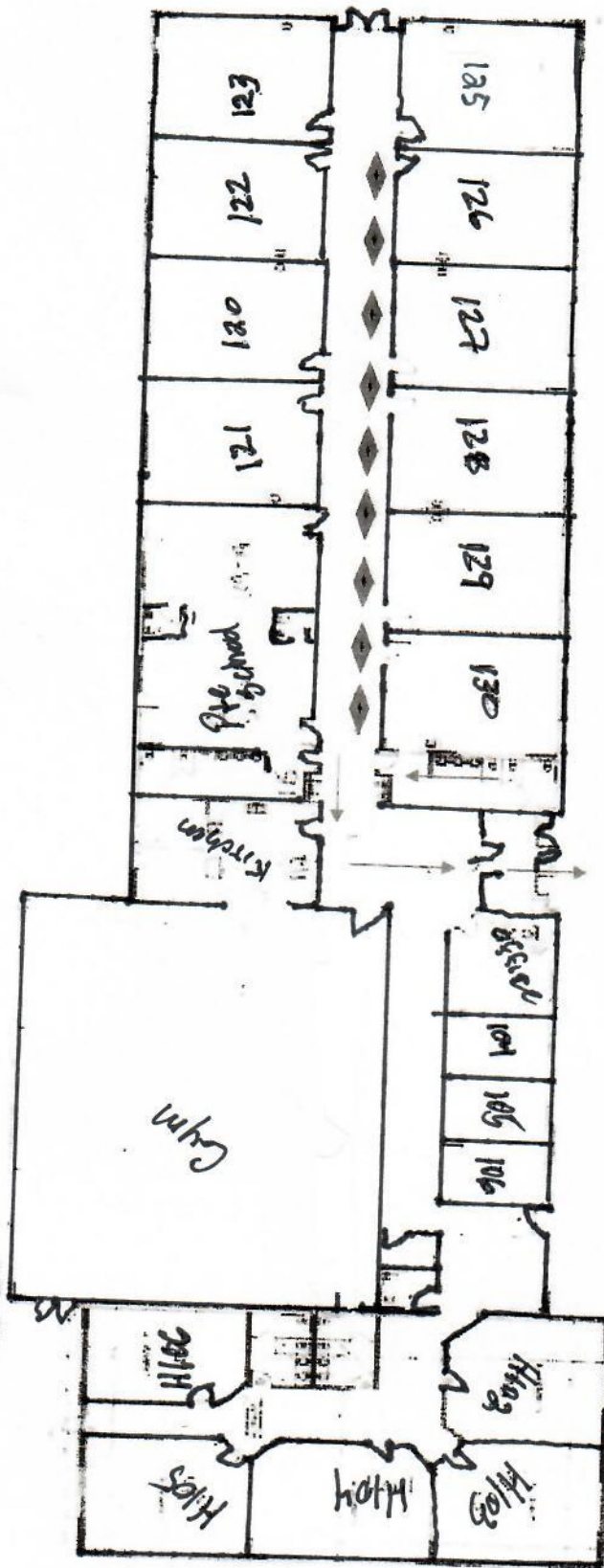


Value Series 2-Class Building with Restrooms



**Innovative
Modular
Solutions**

1555 Naperville/Wheaton Road, Suite 208
Naperville, Illinois 60563
Phone: 1-800-357-4699
Fax: 1-630-305-3899
Online: www.innovativemodular.com
E-mail: schools@innovativemodular.com



CERTIFICATE OF USE AND OCCUPANCY

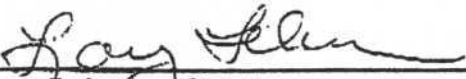
PERMANENT

Michigan Department of Energy, Labor and Economic Growth
Bureau of Construction Codes /Building Division
P. O. Box 30254
Lansing, MI 48909
(517) 241-9317

Permit No. B028394
Eastern Washtenaw Multicultural Academy
5550 Platt
Ann Arbor, Michigan
Washtenaw County

The above named building of Use Group E and Construction Type 2B is approved for use and occupancy.

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 110.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.



Larry Lehman, Chief
Charles E. Curtis, Assistant Chief
Building Division

December 7, 2009

LEASE AGREEMENT

THIS LEASE AGREEMENT (this "Agreement") made effective as of this 1st day of July 2024 by and between **FARHA AND ASSOCIATES-ANN ARBOR, LLC**, a Michigan limited liability company whose address is 2450 Woodview Lane, Ann Arbor, Michigan 48108 ("Lessor") and **MULTICULTURAL ACADEMY** (f/k/a Eastern Washtenaw Multicultural Academy), a Michigan nonprofit corporation and public school academy whose address is 5550 Platt Road, Ann Arbor Michigan 48108 ("Lessee" or "Academy").

RECITALS

WHEREAS, Lessee is a public school academy and part of the Michigan public school system pursuant to Part 6A of the Michigan Revised School Code, being Sections 380.501-380.507 of the Michigan Compiled Laws;

WHEREAS, Lessor currently owns certain real property in the Township of Pittsfield, County of Washtenaw, State of Michigan and has previously constructed a school building of approximately 22,000 square feet and other improvements (collectively, the "Premises") as further described on **Exhibit A** attached hereto and incorporated herein by reference;

WHEREAS, Lessor desires to continue leasing to Lessee, and Lessee desires to lease from Lessor, the Premises pursuant to the terms and conditions herein;

NOW, THEREFORE, for and in consideration of the mutual promises and covenant contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee agree as follows:

**ARTICLE 1
DEMISE OF THE PREMISES**

1.1 Demise of the Premises. Lessor hereby leases the Premises to Lessee, and Lessee hereby leases the Premises from Lessor, subject to Lessee's right of inspection set forth in Section 1.2 herein and contingent upon any needed non-disapproval from Lessee's authorizing body, the Bay Mills Community College Board of Regents ("Authorizer"), and upon Lessee board of directors' ("Academy Board") approval. Lessor agrees to any changes to this Lease required to comply with Authorizer lease policies.

1.2 Lessee's Right of Inspection. Lessee shall have the following rights of inspection:

(a) Lessee shall have the right to approve all preliminary and final site plans for any construction of the demised premises and contract documents, including plans and specifications for actual construction, for purposes of determining the appropriateness of the proposed construction for use by Lessee, such approval not to be unreasonably withheld.

(b) Lessee shall have the right to regular inspections during any construction for

purposes of determining the appropriateness of actual construction in accordance with previously approved plans and specifications and the site plan.

(c) Any changes to a site plan and/or plans and specifications during any construction shall be subject to review and approval of Lessee for purposes of determining the appropriateness of the proposed changes in construction for use by Lessee, such approval not to be unreasonably withheld.

(d) Lessee shall have the right to inspect the premises at the time of completion of any construction, when a certificate of occupancy is granted by the State or State designated municipality having authority therefore, for purposes of determining completion in accordance with the plans and specifications and final site plan.

(e) All site plans, plans and specifications, actual construction, and use of the premises and school building(s) or any part thereof shall all be in accordance with any and all applicable laws, ordinances, requirements, orders, directives, rules, and regulations of all federal, state, county, and municipal governmental authorities including, but not limited to, the obligations applicable to Lessee by Authorizer, whether pursuant to Lessee's charter contract, dated July 1, 2024 ("Contract") with Authorizer, or otherwise.

ARTICLE II TERM, USE AND LOCATION

2.1 Term.

(a) Subject to and upon the terms and conditions set forth herein, the term of this Agreement ("the Term") and the obligations of Lessor and Lessee under this Agreement shall commence on July 1, 2024 (the "Commencement Date") and shall expire on the expiration date of Lessee's Contract (the "Expiration Date"), unless terminated sooner as provided in this Agreement. In no event shall the Agreement extend beyond June 30, 2028.

(b) This Agreement may be terminated in its entirety by written notice to Lessor prior to the Expiration Date if Lessee fails to obtain funding as a public school academy as part of the Michigan public school system under Part 6A of the Michigan Revised School Code ("Code"), being Sections 380.501 to 380.507 of the Michigan Compiled Laws. This Agreement may also be terminated in its entirety by written notice to Lessor if Authorizer elects not to reauthorize, revokes or terminates the Contract with Lessee. In the event the Academy's Contract is revoked, suspended, terminated, or expires by its terms, the Lease Agreement and all obligations thereunder shall immediately terminate with no penalty to the Academy.

(c) If any change in applicable law has a substantial and material adverse impact (as

reasonably determined by the party suffering the impact) on the ability of the impacted party to carry out its obligations under this Agreement, then the impacted party, upon written notice, may request a renegotiation of this Lease or an immediate termination of same.

2.2 Use. During the Term, Lessee shall use the Premises as a public school academy as part of the Michigan public school system under Part 6A of the Code and as a preschool. No other use shall be permitted unless Lessee obtain Lessor's prior written consent to such other use.

ARTICLE III BASIC RENT

3.1 Basic Rent.

(a) Lessee's obligation to pay rent of any kind or nature as may be specified in this Agreement shall begin on the Commencement Date and shall remain an obligation of Lessee until completely satisfied, unless terminated by Lessee as provided herein.

(b) Lessee hereby agrees and shall pay to Lessor an annual rent for the Premises ("Basic Rent"). Basic Rent shall be in the amount indicated below, payable in advance in twelve (12) monthly installments on the first day of each calendar month during the Term. Payments of Basic Rent shall be made to Lessor at the address set forth in Section 20.7 or to such other person or at such other place as Lessor shall designate in writing from time to time. Lessee and Lessor agree to review the terms of this Section 3.1(b) each school year after the State of Michigan releases its official enrollment counts.

Lessee shall pay Basic Rent as follows: Basic Rent will be calculated on the average rent fair market value, which is currently between \$19.00-\$23.50 per square foot. Accordingly as of July 1, 2024 the Basic Rent will be based on \$21.00 per square foot. (22,000 square foot x \$21.00=\$462,000 Annual/12=\$38,500 monthly). The calculated Base Rent shall not exceed eighteen percent (18%) of the State per pupil foundation grant based on the Academy's state aid membership, as reported monthly on the Academy's State Aid Financial Status Report by the State of Michigan for the applicable school year for each year of the term.

ARTICLE IV UTILITIES, REAL ESTATE TAXES

4.1 Utilities to the Premises. Lessee shall be solely responsible for and promptly pay, as additional rent, all charges for gas, heat, electricity, water, sewer and other utilities used upon or furnished to the Premises (collectively, the "Utilities"). Lessee shall contract directly with and shall be solely responsible to the public utility companies for the payment of all charges for Lessee's usage of such Utilities. Lessor shall not be liable to Lessee for any loss, damage or expense which Lessee may sustain if the quality or character of the Utilities used upon or furnished to the Premises are no longer available or suitable for Lessee's requirements, or if the Utilities are interrupted as a result of the actions by the public utility companies or any cause other than Lessor's default.

4.2 Real Estate Taxes for the Premises.

(a) Commencing on the Commencement Date and thereafter throughout the Term, Lessee shall pay as additional rent and discharge, as and when the same shall become due and payable, all real estate taxes and assessments, both general and special, as imposed by federal, state or local government authorities, or any other taxing authority having jurisdiction over the Premises against the land, building and all other improvements to the Premises (collectively, "Taxes"). Taxes also shall include any and all expenses incurred by Lessor in negotiating, appealing or contesting such Taxes. Lessor shall cooperate with any effort to remove the Premises from the tax rolls or to exempt the Premises from taxes.

(b) Lessee shall be deemed to have complied with this Article IV if payment of such Taxes shall have been made either within any period allowed by law or by the governmental authority imposing the same during which payment is permitted without penalty or interest or before the same shall become a lien upon the Premises. Lessee shall produce and exhibit to Lessor satisfactory evidence of such payment as soon as practical. Lessor shall cooperate in any tax payment plan needed by Lessee.

(c) For the calendar years in which this Agreement commences and terminates, the provisions of this Article IV shall apply, and Lessee's liability for its proportionate share of any real estate taxes for such years shall be prorated on a due date basis over a 365-day year based upon the number of calendar days in said calendar years during which the Term of this Agreement is in effect.

(d) At its own expense and with Lessor's prior written consent, the same not to be unreasonably withheld, Lessee shall have the right to contest the amount or validity, in whole or in part, of any Taxes by appropriate proceedings diligently conducted in good faith. In the event of such election and notwithstanding the provisions of this Article IV, payment of such Taxes may be postponed at Lessee's election if and so long as neither the Premises, nor any part thereof, would by reason of such postponement or deferment be, in the reasonable judgment of Lessor, in danger of being forfeited or lost. Lessee shall notify Lessor in writing of any actions proposed to be taken by it to contest any Taxes. In the event that such contest in the reasonable judgment of Lessor adversely affects or prejudices the interests of Lessor in the Premises, Lessor shall have the right to require that Lessee deposit the amount so contested and unpaid, together with all interest and penalties in connection therewith and all charges that may or might be assessed against or become a charge on the Premises or any part thereof in such proceedings, or grant such other security with respect thereto that is reasonably acceptable to Lessor.

(e) Lessor covenants and agrees that if there shall be any refunds or rebates on account of the Taxes paid by Lessee under the provisions of this Agreement, such refund or rebate shall be credited against the next installment of Taxes due from Lessee to Lessor, or credited against the next installment(s) of Basic Rent due from Lessee to

Lessor if the Premises is declared exempt from Taxes for any reason and therefore no Taxes are due. If such refunds or rebates occur at or near the end of the lease term or extension hereof such that there is no opportunity for credits of such amounts, Lessor shall forthwith pay to Lessee an amount equal to such refunds or rebates.

(f) Notwithstanding the foregoing, in the event Lessor is required under any mortgage covering the Premises to escrow Taxes, then Lessee shall pay in monthly installments the Taxes into escrow on or before the first day of each calendar month in advance. If the total amount of Taxes paid by Lessee into escrow for any calendar year during the Term of this Agreement shall be less than the actual amount due from Lessee for such year, Lessee shall pay to Lessor the difference between the amount paid by Lessee and the actual amount due within ten (10) calendar days after Lessor's request for such payment. If the total amount of such escrow installments paid by Lessee hereunder with respect to any calendar year shall exceed the amount due from Lessee for such calendar year, such excess shall be credited against the next installment of Taxes due from Lessee to Lessor, or credited against the next installment(s) of Basic Rent due from Lessee to Lessor if the Premises is declare exempt from Taxes for any reason and therefore no Taxes are due. If such escrow excess occurs at or near the end of the lease term or extension hereof such that there is no opportunity for credit of such amounts, Lessor shall forthwith pay to Lessee an amount equal to such escrow excess.

(g) During the term of this Agreement, Lessee's obligation for payment of real estate taxes shall be limited to yearly increases of taxable value not affected by Lessor's transfer of ownership as defined by MCL 211.27a(6). If Lessor does make such a transfer of ownership during the term or any extension hereof, Lessor shall be responsible for and pay the difference in real estate taxes occasioned by such transfer.

(h) During the term of this Agreement, Lessee's obligation for payment of assessments shall be limited to the amount of any installments due and payable with annual real estate taxes. Assessment installments shall be prorated in the same manner as real estate taxes.

ARTICLE V MAINTENANCE, REPAIR, ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

5.1 Maintenance and Repair of the Premises.

(a) Notwithstanding anything contained herein to the contrary, Lessor shall not be required to make any repairs or improvements to the Premises or to operate the Premises, except as otherwise provided herein.

(b) Except as otherwise provided herein, Lessee shall, at its sole cost and expense, perform all necessary maintenance and repairs and keep the Premises in good condition, including but not limited to snow removal, repairs, and other costs associated with the

building.

(c) If Lessee fails to perform its obligation to repair or maintain the Premises as set forth in this Section 5.1, Lessor may, but shall not be obligated to, enter the Premises and make the repairs or perform the maintenance, or have the repairs made or maintenance performed. Upon Lessor's notice to Lessee of the performance and, cost of any maintenance or repairs under this subsection 5.1(c), Lessee must immediately reimburse Lessor as additional rent, for any costs incurred by Lessor under this subsection 5.1(c).

(d) Lessor shall not be responsible for damages caused by roof leaks, sewer backups, flood damage, water damage, or repairs occasioned by the act or negligence of Lessee, its agents, contractors, employees, servants, licensees or invitees.

(e) Structural repairs or replacement necessitated by defects to the Premises, or structural replacement required by wear and tear to the Premises shall be the responsibility of and shall be paid for by Lessor. If Lessor fails to make such repairs or replacement in a reasonable time after notice by Lessee of the necessity for same, Lessee may make such repairs and be credited for amounts expended therefore against rent or other amounts due hereunder. If credit is not available, such amounts shall be paid by Lessor to Lessee.

(f) Replacement of the mechanical improvements to the Premises shall be the responsibility of Lessee unless such replacement shall become necessary during the last year of the Term, in which case such replacement shall be the responsibility of Lessor upon proper notice to Lessor by Lessee.

5.2 Alterations, Additions and Improvements to the Premises.

(a) Lessee shall not make any alterations, additions or improvements to the Premises without the Lessor's prior written consent, the same not to be unreasonably withheld.

(b) All alterations, additions, or improvements made by Lessee will become Lessor's property when this Agreement terminates except as otherwise provided herein. Notwithstanding the foregoing, Lessor shall have the right but not the obligation, to require that Lessee remove any alterations or improvements installed or made by Lessee, and any other property Lessee places on the Premises, when the Agreement terminates. If Lessor requires that Lessee remove the alterations or improvements, Lessee shall repair any damage to the Premises caused by the removal. Any additions made by Lessee with the approval of Lessor shall become the property of Academy when this Agreement terminates but Academy shall have no obligation to remove same, unless otherwise required by the Contract (including Authorizer Lease Policies) or applicable law.

Notwithstanding the foregoing, fixtures purchased with the Academy's funds shall be owned

by and remain the property of the Academy.

**ARTICLE VI
REQUIREMENTS OF PUBLIC AUTHORITIES**

6.1 Compliance With Legal Requirements. During the Term, Lessee shall, at its own cost and expense, promptly observe and comply with all present and future laws, ordinances, requirements, orders, directives, rules and regulations of all federal, state, county and municipal governments and of all other governmental authorities affecting the Premises or any part thereof or its operation by Lessee whether the same are in force at the Commencement Date or may in the future be passed, enacted or directed including, but not limited to, the obligations applicable to Lessee by Authorizer, whether pursuant to the Contract or otherwise. Lessee shall pay all costs, expenses, liabilities, losses, damages, fines, penalties, and claims, including reasonable attorneys' fees, that may in any manner arise out of or be imposed because of the failure of Lessee to comply with the covenants of this Article VI.

6.2 Contesting the Validity of Legal Requirements. At its own expense and with Lessor's prior written consent, the same not to be unreasonably withheld, Lessee shall have the right to contest the validity or application of any law, ordinance, rule, regulation or requirement of the nature referred to in Section 6.1 above (collectively, the "Requirements of Public Authorities") by appropriate proceedings diligently conducted in good faith. Upon such election, compliance with the Requirements of Public Authorities may be postponed if and so long as neither the Premises, nor any part thereof, would by reason of such postponement or deferment of compliance be, in the reasonable judgment of Lessor, in danger of being forfeited or lost. Lessee shall notify Lessor in writing of any actions proposed to be taken by it to contest the Requirements of Public Authorities. In the event that such contest, in the reasonable judgment of Lessor, adversely affects or prejudices the interests of Lessor in the Premises, Lessor shall have the right to require that Lessee deposit with Lessor such amount as may be reasonably determined by Lessor, together with interest and penalties in connection therewith and all charges that may or might be assessed against or become a charge on the Premises or any part thereof in such proceedings, or grant such other security with respect thereto that is reasonably acceptable to Lessor.

6.3 Cooperation. Lessor agrees to cooperate with Lessee in such contest; provided, however, that Lessor shall not be required to incur any cost or expense in connection with this Article VI.

6.4 Title III. Notwithstanding any other provision of this Agreement, Lessor and Lessee hereby agree that the Premises may be subject to the terms and conditions of the Americans with Disabilities Act of 1990 (hereinafter the "ADA"). Lessor and Lessee further agree and acknowledge that it shall be the sole responsibility of Lessee, after Lessee assumes possession hereunder, to comply with any and all provisions of the ADA, and such compliance may be required to operate the Premises. Lessee further agrees to indemnify and hold Lessor harmless against any claims that may arise out of Lessee's failure to comply with the ADA. Such indemnification shall include, but not necessarily be limited to reasonable attorneys' fees, court costs and judgments as a result of said claims. Anything herein to the contrary notwithstanding, it shall be Lessor's sole responsibility to complete construction of the school building and its appurtenances such that they are in complete compliance with the ADA and Michigan

Handicappers Law. Lessor shall indemnify and hold Lessee harmless from any and all claims arising out of Lessor's failure to so comply, including, but not limited to, consequential, incidental, exemplary and/or punitive and future damages, costs of defense, including reasonable attorney fees (before, during and/or after litigation) as well as any judgments, that might be entered against Lessee.

**ARTICLE VII
REPRESENTATIONS AND WARRANTIES**

7.1 Lessor's Representations. Lessor represents and warrants to Lessee that:

- (a) It has good and marketable title to the Premises.
- (b) It has the power and authority to enter into this Agreement and perform its terms.

(c) If and only if Lessee shall pay the Basic Rent and additional rent and other charges and perform all the covenants and provisions of this Agreement to be performed by Lessee, then the leasehold estate granted to Lessee hereby shall not, during the Term, be disturbed, and Lessee shall freely, peaceably and quietly enjoy and occupy the full possession of the Premises, and the tenements, hereditaments, and appurtenances thereunto belonging or in any way appertaining, without molestation or hindrance by any person lawfully or equitably claiming by, through or under Lessor.

(d) To the best of Lessor's knowledge, there is no existing, pending or threatened litigation, administrative actions, claims or demands relating to the Premises.

(e) The zoning laws applying to parcel will allow the use intended by Lessee without the necessity of a variance or special use permit unless the same has already been acquired by Lessor prior to the Commencement Date.

7.2 Lessee's Representations. Lessee represents and warrants to Lessor that:

(a) It is duly organized, validly existing and good standing in Michigan.

(b) It has the lawful power and authority to conduct its business, own its assets and execute, deliver and comply with this Agreement.

(c) The execution and delivery of this Agreement have been duly authorized by all necessary action on the part of Lessee.

(d) The individual executing this Agreement on behalf of Lessee has authority to do so.

(e) The Premises only will be used for the purposes set forth in Section 2.2.

**ARTICLE VIII
COVENANTS AGAINST LIENS AND
ENCUMBRANCES IN THE PREMISES**

8.1 Covenant Against Liens or Encumbrances in the Premises. Lessee shall not create or permit any encumbrances, liens or security interests against the interest of Lessor in the Premises in any manner whatsoever and nothing contained in this Agreement shall ever be construed as permitting such encumbrances, liens or security interests. If, because of any act or omission of Lessee, any mechanic's lien or other lien, security interest, charge or order for the payment money or any other encumbrance shall be against Lessor or any portion of the Premises, Lessee shall, at its own cost and expense, cause the same to be discharged of record or bonded within 30 calendar days after filing of any such encumbrance, lien, security interest charge or order. Lessee shall indemnify and save harmless Lessor from and against all actions, costs, expenses, liabilities, suits, penalties, claims, and demands, including reasonable attorneys' fees, resulting therefrom.

**ARTICLE IX
ACCESS TO THE PREMISES, SIGNS**

9.1 Access to the Premises by Lessor. Lessor or Lessor's agents and designees shall have the right, but not the obligation, to enter upon the Premises at all reasonable times to exercise its rights and remedies hereunder, to examine and inspect the Premises, to make any repairs or restoration that Lessor elects to perform, to cure any defaults by Lessee, and to exhibit the Premises to prospective lessees. Lessor may post signs on or about the Premises during the last 6 months of the Term or any extension of this agreement to advertise the Premises for lease unless Lessee has exercised its option to purchase as set forth in Article XVII hereof. Access by Lessor shall not disrupt Lessee's operation.

9.2 Signs. Any signs erected by Lessee on the Premises shall be erected and maintained in accordance with all applicable governmental regulations and ordinances.

**ARTICLE X
ASSIGNMENT**

10.1 Assignment by Lessor.

(a) Lessor may, with prior written consent from Lessee, assign this Agreement and all of Lessor's rights, remedies and title to the Basic Rent, Premises and this Agreement subject to the real estate tax provisions of Section 4.2(g) herein.

(b) Any such transfer or assignment by Lessor shall be free from all defenses, setoffs or counterclaims of any kind which Lessee may be entitled to assert under this Agreement except as provided in Section 4.2(g) herein.

(c) Any assignee of Lessor shall not assume any obligations of Lessor, except to the extent expressed in writing or contained herein. Notwithstanding such assignment, Lessee shall

continue making future Basic Rent and other payments under this Agreement to Lessor until Lessee shall have received written instructions from Lessor to make such payments to the assignee and at the address specified in such instructions, where upon Lessee shall comply with such instructions.

10.2 Prohibition on Assignment or Subletting by Lessee.

(a) Lessee may not assign, directly or indirectly, or by operation of law, this Agreement or sublet, in whole or in part, any interest or rights in or with respect to the Premises without the written consent of Lessor, the same not to be unreasonably withheld.

(b) A change of ownership or control of Lessee shall be deemed as an assignment of this Agreement. However, a change of membership on the Academy Board shall not be considered a change of ownership or control for purposes of this Section.

**ARTICLE XI
INSURANCE**

11.1 Insurance Related to the Premises. Lessor shall not be liable for any damage of any kind or for any damage to property, or injury or death to persons, from any cause whatsoever by reason of the use and occupancy of the Premises by Lessee, and Lessee shall keep in full force and effect during the Term a policy of comprehensive general liability and property damage insurance in an amount no less than Ten Million (\$10,000,000.00) Dollars. Coverage Certificate is available to the parties and the public upon request.

11.2 Lessor Insurance. The Lessor shall at a minimum keep in full force and effect during the term of this Agreement, a policy of general comprehensive general liability and property damage insurance. If practicable, the Lessor shall name the Lessee as an additional insured. The Lessor shall provide to the Lessee proof of such insurance coverage. The Lessor's insurance is separate from and in addition to the insurance the Lessee's Board is required to obtain under the Contract.

**ARTICLE XII
INDEMNIFICATION**

12.1 From Lessee to Lessor. Lessee covenants, to the extent permitted by law, to indemnify and promptly defend Lessor, its agents and employees and save them harmless from and against any and all claims, actions, damages, liabilities and reasonable expenses, including reasonable attorneys' fees, in connection with or arising from or out of:

(a) Any occurrence in, upon or at the Premises.

(b) The condition, occupancy, operation, or use by Lessee of the Premises or any part thereof.

(c) Any act or omission of Lessee, its agents, contractors, employees, servants, licensees or invitees.

(d) Any Hazardous Materials (as defined in Section 15.2) installed or introduced into the Premises, by Lessee, its agents, contractors, employees, servants, licensees or invitees in whole or in part.

(e) Any claim as to Lessee's authority to enter into this Agreement.

(f) The falsity of any representation or warranty of Lessee set forth herein.

12.2 From Lessee to Lessor. In case Lessor shall, without fault on its part, be made a party to any litigation commenced by or against Lessee, then Lessee shall protect and hold Lessor harmless and shall pay all reasonable costs, expenses and reasonable attorneys' fees incurred in connection with such litigation. Lessee shall determine choice of legal counsel for all such claims.

12.3 From Lessor to Lessee. Lessor covenants to indemnify, promptly defend and hold Lessee harmless from and against any loss, damage, judgment, cost or expense, including reasonable attorneys' fees, in connection with or arising from or out of:

(a) Any claim of a lien, judgment, security interest, mortgage, or claim of title with respect to the Premises, which arises at any time through no fault of Lessee.

(b) Any claim as to Lessor's authority to enter into this Agreement.

(c) The falsity or inaccuracy of any representation or warranty of Lessor set forth herein.

(d) Any claim with respect to the condition of the Premises, if any such claim relates to Lessor's use or prior use of Hazardous Materials on the Premises.

12.4 Remediation of Hazardous Materials. Notwithstanding anything in the Agreement to the contrary, the Lessor shall be solely responsible for any violation of Hazardous Materials Laws, as defined in Section 15.3, and for any liability or obligation to investigate, clean, remove, remediate, or otherwise deal with Hazardous Materials present at the property prior to Lessee occupying the Premises.

12.5 Survival. This Article XII shall survive the Expiration Date or other termination of this Agreement.

ARTICLE XIII
DESTRUCTION, DAMAGE OR CONDEMNATION OF THE PREMISES

13.1 Destruction or Damage to the Premises by Fire or Other Casualty.

(a) In the event that at any time during the term of this Agreement, the building or other improvements upon the Premises (hereinafter referred to as the "improvements") shall be destroyed or damaged in whole or in part by fire or other cause, then Lessee shall cause the same to be repaired, replaced or rebuilt in accordance with the plans and specifications prepared by Lessee, subject to Lessor's approval. Lessor shall not unreasonably withhold, condition or delay such approval, and Lessor shall not have the right to make any revisions to such plans specifications to accommodate future uses or tenants of the Premises. Such restoration shall be completed within a period of time, which, under prevailing circumstances, shall be reasonable. This obligation is only to the extent funds are available to fulfill it.

(b) There shall be an abatement in Basic Rent provided in this Agreement as a result of damage or destruction to the Premises from any cause whatsoever until the premises is restored and capable of being occupied.

(c) Lessor shall not be responsible to Lessee for damage to or destruction of any furniture, equipment, improvements, or other changes made by Lessee in or about the Premises regardless of the cause of the damage or destruction.

13.2 Condemnation of the Premises.

(a) If all or substantially all of the Premises shall be taken for any public or quasi-public use under any statute or by right of eminent domain or by private purchase in lieu thereof, then this Agreement shall automatically terminate as of the date that possession has been taken, and Lessee's obligation to pay Basic Rent and any additional rent shall cease. In the event 40% or more of the building and/or parking area on the Premises are so taken (or so purchased), then either Lessee or Lessor shall have the right, but not the obligation, to terminate this Agreement by giving written notice of such termination on or prior to the date 90 calendar days after the date of such taking (or purchase), and, upon the giving of such notice of termination, the Term shall expire and come to an end on the last day of the school year in which such notice shall be given. In the event of such taking or purchase, if the remaining area of the demised premises, in the sold judgment of Lessee, is sufficient for use, Lessee shall not be entitled to any award or payment in lieu thereof; but Lessee may file a claim for Lessee's loss of its option and moving expenses and any award to which Lessee may be entitled under applicable law which does not adversely affect Lessor's award, butnot for the value of any leasehold interest which shall be paid in full to Lessor.

(b) In the event of a partial taking (or purchase) not resulting in the termination of this Agreement pursuant to subsection 13.2(a), the proceeds of any condemnation award shall be paid to Lessor or Lessor's mortgagee to be disbursed to Lessee for restoration pursuant

to typical construction loan disbursement procedures for commercial banks.

**ARTICLE XIV
EVENTS OF DEFAULT AND
REMEDIES**

14.1 Events of Default. The happening of any one or more of the following events, each an "Event of Default," shall constitute a breach of this Agreement by Lessee:

- (a) The filing by or on behalf of Lessee of any petition or pleading to declare Lessee bankrupt, or the adjudication in bankruptcy of Lessee under any bankruptcy law or act;
- (b) The failure of Lessee to regularly, diligently and actively operate the business for which the Premises were leased;
- (c) Lessee ceases to conduct business as a going concern;
- (d) The failure of Lessee to pay any Basic Rent or any other charge payable under this Agreement;
- (e) Abandonment of the Premises by Lessee for a continuous period of 30 calendar days;
- (f) The failure of Lessee to fully and promptly perform any act required under this Agreement, or to otherwise comply with any term or provision hereof, such failure continuing for 30 calendar days after Lessor has given Lessee written notice of such failure;
- (g) A prohibited assignment or sublease by Lessee as provided in Section 10.1.
- (h) The appointment by any court or under any law, of a receiver, trustee, or other custodian of the property, assets or business of Lessee;
- (i) The assignment by Lessee of all or any part of its property or assets for the benefit of creditors;
- (j) The levy of execution, attachment or other taking of property, assets or the leasehold interest of Lessee by process of law or otherwise in satisfaction of any judgment,
- (k) Lessee attempts to sell, transfer, encumber, or sublease the Premises or any portion thereof.

14.2 Remedies. Upon the happening of any Event of Default, Lessor, at its sole option, in addition to other rights or remedies it may have, may exercise one or more of the following

remedies:

(a) Declare all current and unpaid Basic Rent immediately due and payable and collect any other charge hereunder as and when same become due and recover all other reasonable damages incurred by Lessor as a result of an Event of Default;

(b) Terminate this Agreement as to the Premises upon written notice to Lessee, without prejudice to any other remedies;

(c) Proceed by appropriate action, either at law or in equity, to enforce performance by Lessee of the applicable covenants of this Agreement and recover reasonable damages for breach thereof; and

(d) Exercise any and all rights available to Lessor under applicable law or in equity upon Lessee's default.

14.3 Lessee's Remedies. Upon the happening of any Event of Default, Lessee, at its sole option, in addition to other rights or remedies it may have, may exercise one or more of the following remedies:

(a) Cease paying Basic Rent until Default is cured, upon which time any reasonable damage incurred as part of the Default will be deducted from the Basic Rent owed;

(b) Terminate this Agreement as to the Premises upon written notice to Lessor without any prejudice to any other remedies;

(c) Proceed by appropriate action, either at law or in equity, to enforce performance by Lessor of the applicable covenants of this Agreement and recover reasonable damages for breach thereof; and

(d) Exercise any and all rights available to Lessee under applicable law or in equity upon Lessor's default.

14.4 Lessor's Right to Cure Defaults. All covenants, terms and conditions to be performed by Lessee under this Agreement shall be at its sole cost and expense and without any abatement of Rent. If Lessee shall fail to pay any sum of money, other than Basic Rent, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder and such failure shall continue for 30 calendar days after notice thereof by Lessor, Lessor may, but shall not be obligated so to do, and without waiving or releasing Lessee from obligations of Lessee, make any such payment or perform any such other act on Lessee's part to be made or performed as provided in this Agreement. All sums so paid by Lessor and all necessary incidental costs shall be deemed additional rent hereunder and shall be payable to Lessor on demand, and Lessor shall have (in addition to any other right or remedy of Lessor) the same rights and remedies in the event of the nonpayment thereof by Lessee as in the case of default by Lessee in the payment of Basic Rent.

14.5 Effective Date of Remedy Election. In the event Lessor shall elect any of the remedies of

this Article XIV, such election shall be effective as of the date of notice to Lessee.

14.6 Surrender. Upon any termination of the Term hereof, whether by lapse of time or otherwise or upon any termination of Lessee's right to possession or occupancy of the Premises, Lessee shall promptly surrender possession and vacate the Premises.

14.7 Fees Incurred in Collecting Past Due Amounts. Lessee hereby agrees to pay, in addition to past Basic Rent or additional rent or other charges, all reasonable attorneys' fees together with all court costs and expenses incurred by Lessor in the process of collecting any past due amounts under this Agreement.

14.8 Late Charge. All amounts payable by Lessee to Lessor hereunder if not paid within ten (10) days of when due, shall be subject to an administrative late charge of the Lessor of 5% of the amount due or \$50.00.

14.9 Concurrent or Separate Exercise of Remedies. Lessor's remedies may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed to preclude the exercise of any other remedy. Lessee shall pay all costs, expenses and reasonable attorneys' fees incurred in connection with enforcement of these remedies.

14.9. No Penalty for Certain Contract Terminations. This Agreement shall be terminated, without cost or penalty to the Lessee, in the event that the Lessee is required to close the school site covered by this Agreement (i) pursuant to a notice issued by the Michigan Department of Education under Section 507 of the Code, MCL 380.507; or (ii) pursuant to a reconstitution by the Authorizer pursuant to Section 507 of the Code, MCL 380.507, and the Contract. Lessor shall have no recourse against the Lessee or Authorizer for implementing the site closure or reconstitution. Nothing in this paragraph shall prevent the Lessor from receiving lease payments owed prior to site closure or reconstitution, or relieve the Lessee from paying any costs or expenses owed under the Agreement prior to site closure or reconstitution,

ARTICLE XV HAZARDOUS MATERIALS WITH RESPECT TO THE PREMISES

15.1 Prohibition of Hazardous Materials. Lessee shall not cause or permit any Hazardous Materials (as defined below) to be used, stored, generated, or disposed of on or in the Premises by Lessee, its agents, employees, contractors, licensees or invitees. If Hazardous Materials are used, stored, generated, or disposed of on or in the Premises, or if the Premises become contaminated in any manner after the Commencement Date for which Lessee is legally liable, Lessee shall to the extent permitted by law indemnify and hold harmless Lessor from any and all claims, damages, fines, judgment, penalties, costs, liabilities, or losses (including, without limitation, a decrease in value of the Premises, damages caused by loss or restriction of rentable or usable space or any damages caused by adverse impact on marketing of the space, and any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees) arising during or after the Term and arising as a result of that contamination by Lessee. This indemnification includes, without limitation, any and all costs incurred because of any investigation of the site or any cleanup, removal or restoration mandated by a federal, state or

local agency or political subdivision. Without limitation of the foregoing, if Lessee causes or permits the presence of any Hazardous Materials on the Premises that results in contamination, Lessee shall promptly, at its sole expense, take any and all necessary actions to return the Premises to the condition existing prior to the presence of any such Hazardous Materials on the Premises. Lessee shall first obtain Lessor's approval for any such remedial action the same not to be unreasonably withheld.

15.2 Definition of "Hazardous Materials." Hazardous Materials means any substance, material or waste that is or becomes regulated by any local governmental agency, the State of Michigan, or the federal government, including, but not limited to, any material or substance that is:

(a) Designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. § 125, *et seq.*, or listed pursuant to Section 307 of the Clean Water Act, 33 U.S.C. § 1317;

(b) Defined as a "hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. § 9601 *et seq.*;

(c) Defined as "hazardous waste" pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. § 6901 *et seq.*;

(d) Petroleum;

(e) Asbestos; and

(f) Polychlorinated biphenyls.

15.3 Definition of "Hazardous Materials Laws." Hazardous Materials Laws means any federal, state, or local statute, ordinance, order, rule or regulation of any type relating to the storage, handling, use, or disposal of any Hazardous Materials, the contamination of the environment or any removal of such contamination, including, without limitation, those statutes referred to in subsection 15.2 above.

15.4 Access to Premises. Lessee shall permit Lessor's representatives, agents, servants, and employees, including, but not limited to, legal counsel and environmental consultants and engineers, access to the Premises for the purpose of conducting environmental inspections and sampling at reasonable times during regular business hours, and during other hours, either by agreement of the parties or in the event of an environmental emergency. Lessor shall notify Lessee at least 24 hours in advance of all entries into the Premises pursuant to this subsection 15.4, except in the event of an environmental emergency.

15.5 Copies. Lessee shall promptly supply Lessor with copies of:

(a) All notices, reports and correspondence with, and submissions to, the Michigan

Department of Environmental Quality, the United States Environmental Protection Agency, the United States Occupational Safety and Health Administration, or any other local, state or federal authority that requires submission of any information concerning environmental matters or Hazardous Materials pursuant to Hazardous Materials Laws;

(b) Lessee shall promptly notify Lessor in advance of any scheduled meeting between Lessee and any of the agencies specified in subsection 15.5(a) above; and

(c) Lessee shall promptly notify Lessor as to any liens threatened or attached against the Premises pursuant to Hazardous Materials Law as a result of Lessee's or its agents, contractors, employees, servants, licensees or invitees' use of the Premises.

15.6 Filing of an Environmental Lien. If an environmental lien is filed against the Premises as a result of Lessee's use of the Premises, Lessee must, within 30 calendar days from the date on which the lien is placed against the Premises, and, in any event, before the date on which any governmental authority begins proceedings to sell the Premises pursuant to a lien, either:

(a) Pay the claim and remove the lien from the premises; or

(b) Furnish either:

(i) A bond satisfactory to the Lessor in the amount of the claim on which the lien is based; or

(ii) Other security satisfactory to the Lessor in an amount sufficient to discharge the claim on which the lien is based.

15.7 Indemnification with respect to Hazardous Materials. Lessee shall, to the extent permitted by law, indemnify, promptly defend, and hold harmless Lessor and its agents and employees from and against all claims, liabilities, losses, damages, and costs, foreseen or unforeseen, including without limitation reasonable counsel, engineering, and other professional or expert fees that Lessor may incur by reason of Lessee's breach of its obligations under this Article XV.

Lessor shall not cause or permit any Hazardous Materials (as defined below) to be used, stored, generated, or disposed of on or in the Premises. If Hazardous Materials were used, stored, generated, or disposed of on or in the Premises prior to the Commencement Date, or if the Premises became contaminated in any manner prior to the Commencement Date for which Lessor is legally liable, Lessor shall indemnify and hold harmless Lessee from any and all claims, damages, fines, judgment, penalties, costs, liabilities, or losses (including, without limitation, a decrease in value of the Premises, damages caused by loss or restriction of rentable or usable space or any damages caused by adverse impact on use, purchase or marketing of the space, re-location costs, temporary re-location costs and any and all sums paid for settlement of claims, attorneys' fees, consultant and expert fees) arising during or after the Term and arising as a result of that contamination by Lessor. This indemnification includes, without limitation,

any and all costs incurred because of any investigation of the site or any cleanup, removal or restoration mandated by a federal, state or local agency or political subdivision. Without limitation of the foregoing, if Lessor causes or permits or caused or permitted the presence of any Hazardous Materials on the Premises that results in contamination, Lessor shall promptly, at its sole expense, take any and all necessary actions to return the Premises to the condition existing prior to the presence of any such Hazardous Materials on the Premises. Lessor shall first obtain Lessee's approval for any such remedial action, the same not to be unreasonably withheld.

15.8 Survival. This Article XV shall survive the expiration or termination of this Agreement.

**ARTICLE XVI
ESTOPPEL STATEMENT, ATTORNMENT, AND SUBORDINATION**

16.1 Certification by Lessee. Lessee shall, without charge, at any time and from time to time, within 10 calendar days after receipt by Lessee of written request therefore from Lessor or from any mortgagee under any mortgage or proposed mortgage on the Premises, deliver in recordable form a duly executed and acknowledged certificate or statement to the party requesting said certificate or statement or to any other person or entity designated by Lessor, certifying:

(a) That this Agreement is unmodified and in full force and effect, or, if there has been any modification, that the same is in full force and effect as modified and stating any such modification.

(b) The Commencement Date and Expiration Date of this Agreement.

(c) That Basic Rent is paid currently without any offset or defense thereto.

(d) The dates to which Basic Rent, additional rent and other charges payable hereunder by Lessee have been paid, and the amount of Basic Rent, additional rent and other charges, if any, paid in advance.

(e) Whether or not there is then existing any claim of Lessor's default hereunder, and, if so, specifying the nature thereof.

(f) Any other matters relating to the status of this Agreement as requested by Lessor or any such mortgagee from time to time.

16.2 Attornment. In the event of (a) any proceedings brought for foreclosure of, (b) the conveyance by deed in lieu of foreclosure of, or (c) the exercise of the power of sale under, any mortgage and/or deed of trust made by Lessor covering the Premises, this Agreement shall remain in full force and effect. Lessee hereby attorns to, and covenants and agrees to execute an instrument in writing reasonably satisfactory to the new owner whereby Lessee attorns to such successor in interest and recognizes such successor as Lessor under this Agreement. Payment by or performance of this Agreement by any person claiming an interest in this

Agreement or the Premises by, through or under Lessee without Lessor's consent in writing shall not constitute an attornment or create any interest in this Agreement or the Premises.

16.3 Subordination. Lessee agrees that this Agreement shall be subordinate to any mortgage that may hereafter be placed upon the Premises by Lessor, provided that the mortgagee named in any mortgage hereafter placed upon the Premises shall enter into a non-disturbance and attornment agreement pursuant to which it shall agree to recognize the interest of Lessee under this Agreement in the event of foreclosure so long as Lessee is not then in default. Lessee agrees to execute any and all instruments to such mortgagees and lessors confirming such subordination.

16.4 Failure to Comply with Article XVI. Failure of Lessee to execute any statements or instruments necessary or desirable to effectuate the foregoing provisions of this Article XVI or the terms and conditions of this Agreement within 10 calendar days after written request so to do by Lessor shall constitute a breach of this Agreement. In the event of such failure, Lessee hereby irrevocably appoints Lessor as attorney-in-fact for Lessee with full power and authority to execute and deliver in the name of Lessee any such statements or instruments, which appointments shall be in addition to any other rights or remedies available to Lessor.

ARTICLE XVII OPTION TO PURCHASE

17.1 Option to Purchase. Subject to the provisions set forth in this Article, Lessor hereby grants and conveys to Lessee the exclusive option to purchase the Premises upon payment of the Total Purchase Price described in Section 17.4 below (the "Option"). The Option shall expire at 11:59 p.m. Eastern Standard Time on June 30, 2028 (the "Option Expiration Date"). If Lessee fails to exercise the Option prior to the Option Expiration Date, the Option granted to Lessee shall expire and be of no further force and effect.

17.2 Notice of Option Exercise Date. To exercise the Option, Lessee shall, at any time prior to the Option Expiration Date, provide Lessor written notice signed by Lessee at the address set forth for notices in Section 20.7 stating that Lessee is exercising the Option. The date on which Lessee exercises the Option shall be referred to herein as the "Option Exercise Date."

17.3 Closing Date. In the event that Lessee exercises the Option and the appraisal process takes no longer than 90 days, the closing shall take place within 180 calendar days of the Option Exercise Date at such time and location as the parties mutually agree (the "Closing Date").

17.4 Purchase Price. In consideration of the sale and delivery of the Premises, Lessee shall pay to Lessor on the Closing Date the fair market value of the Premises minus the total of Lessee paid improvement costs (the "Base Purchase Price") as mutually agreed by Lessor and Lessee. If the Lessor and Lessee have not agreed on the Base Purchase Price

within 30 calendar days from the Option Exercise Date, the Base Purchase Price shall be determined as follows: Lessor and Lessee shall each appoint an appraiser and give written notice of the appraiser's name and address within 20 calendar days after the Option Exercise Date. All appraisers shall be disinterested persons who have at least 5 years of business as an appraiser of real property in the State of Michigan. Within 30 calendar days after their appointment, the appraisers shall then each independently and separately determine the Base Purchase Price, without consultation of any other person and meet and simultaneously disclose in writing their respective determinations of the Base Purchase Price. If these determinations are identical, said amount shall be the Base Purchase Price. If the two appraised values differ by 10% or less, the Base Purchase Price shall be the average of these two determinations. If the two appraised values differ more than 10%, the two appraisers shall select an independent appraiser who shall determine which of the two appraisals is more accurate, and such appraisal shall be the Base Purchase Price. The foregoing determination of Base Purchase Price shall in all cases be final, binding, and conclusive on the parties. Each party shall pay the fees and expenses of the appraiser appointed by each party, and each party shall pay one-half of the fees and expenses of any appraiser selected by the two appointed appraisers. In the event the premises is sold to a party other than Lessee or this lease is terminated, regardless of cause, Lessor shall reimburse and pay to Lessee the total of Lessee paid improvement costs minus any setoff to which Lessor is legally entitled to from Lessee at that time.

**ARTICLE XVIII
HOLDING OVER OF THE PREMISES**

18.1 Holdover Occupancy. Lessor and Lessee hereby agree that in the event of Lessee holding over after the termination of this Agreement, thereafter Lessee shall pay to Lessor a monthly occupancy charge equal to the basic and additional rent due hereunder. The occupancy charge shall be paid from the expiration or termination of this Agreement until the date the Premises are delivered in the condition required herein.

**ARTICLE XIV
RECORDING OF MEMORANDUM OF LEASE AND SECURITY
INTEREST**

19.1 Recording of Memorandum of Lease. Upon the written request of Lessor, Lessor and Lessee shall execute a memorandum of lease or affidavit in proper form for recordation in the appropriate office where the Premises is situated, setting forth the existence and terms of this Agreement, and Lessee shall take such further actions as may be necessary to affect such recordation.

**ARTICLE XX
MISCELLANEOUS**

20.1 Additional Provisions Required By Authorizer. Anything to the contrary herein notwithstanding, the parties agree as follows:

(a) No party other than the Academy shall have an ongoing right to occupy the Premises without providing written notice and obtaining non-disapproval from the Authorizer's Charter Schools Office ("CSO") Director 30-days prior to such occupancy. If another school will occupy the Academy's Premises, the Academy must provide to the Authorizer a written analysis regarding any potential security, school safety, and church-state issues.

(b) Any amendments to the Agreement must be reviewed and approved by the Authorizer, unless the CSO Director waives, in writing, such review for certain non-substantive amendments to the Agreement.

(c) This Agreement does not restrict the Academy Board's from waiving its governmental immunity or require the Academy Board to assert, waive, or not waive its governmental immunity.

(d) All lease and physical plant records of the Lessor related to the Academy shall be made available to the Academy's independent auditor and to the Authorizer's CSO.

(e) Lessor will indemnify the Academy's Board for damages or litigation caused by the conditions of the physical plant, if those damages or litigation is caused by the Lessor's use or prior use of hazardous material at the physical plant.

(f) Fixtures purchased with the Academy's funds are owned by the Academy.

(g) This Agreement shall not interfere with the Academy's Board's exercise of its statutory, contractual, and fiduciary responsibilities governing the operation of the Academy nor shall it prohibit the Academy Board from acting as an independent, self-governing public body, or allow public decisions to be made other than in compliance with the Open Meetings Act.

(h) If Lessor procures any equipment, materials, and supplies for or behalf of the Lessee, then Lessor will comply with all applicable competitive bidding laws. Lessor agrees not to include any added fees or charges with the cost of equipment, materials, and supplies purchased from third parties (except that Lessor may assess actual costs, such as taxes, shipping, permits, installation, or other similar expenses) .

(i) If Lessee makes improvements to the Premises, Lessee shall recoup those investments in Premises if Lessor terminates this Agreement without cause prior to the conclusion of the term of the Agreement.

20.2 Successors and Assigns. Subject to the limitations set forth in Article X, this Agreement and all of the covenants and conditions hereof shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. Each provision hereof related to the Premises shall be deemed both a covenant and a condition and shall run with the land.

20.3 Headings. The headings appearing in this Agreement are for reference only and shall not be considered a part of this Agreement or in any way modify, amend or affect the provisions hereof.

20.4 Waiver. Failure of Lessor or Lessee to complain of any act or omission on the part of the other party no matter how long the same may continue, shall not be deemed to be a waiver by said party of any of its rights hereunder. No waiver by Lessor or Lessee at any time, express or implied, of any breach of any provision of this Agreement shall be deemed a waiver of a breach of any other provision of this Agreement or a consent to any subsequent breach of the same or any other provision. No acceptance by Lessor of any partial payment shall constitute an accord or satisfaction but shall only be deemed a part payment on account.

20.5 Cumulative Effect. Unless otherwise provided herein, it is agreed that each and every right, remedy and benefit provided under this Agreement shall be cumulative and shall not be exclusive of any other rights, remedies or benefits permitted by law or in equity.

20.6 Brokerage Commission. Each of the parties represents that there are no claims for brokerage commissions or finder' fees in connection with the execution of this Agreement. Each of the parties agree, to the extent permitted by law, to indemnify and hold harmless the other from liabilities arising from any such claim, including, without limitation, reasonable attorneys' fees.

20.7 Notices. Any notice, payment, report or demand herein provided for in this Agreement shall be deemed to have been sufficiently served, delivered or given if addressed as follows:

If to Lessor:

Yaser Farha
2450 Woodview Lane
Ann Arbor, MI 48108

If to Lessee:

Board President
Multicultural Academy
5550 Platt Rd.
Ann Arbor, MI 48108

With a copy to:

Aimee Gibbs
250 S. Main Street Suite 300
Ann Arbor, MI 48104

20.8 Representations. Lessee acknowledges that neither Lessor nor Lessor's agents, employees or contractors have made any representations or promises with respect to the

Premises or this Agreement, except as expressly set forth herein.

20.9 Survival of Obligations. The provisions of this Agreement with respect to any rights or obligations of either party to pay any sum owing and due or to perform any act required under this Agreement shall survive the expiration or termination of this Agreement, except that, in the event the Academy's Contract is revoked, suspended, terminated, or expires by its terms, the Lease Agreement and all obligations thereunder shall immediately terminate.

20.10 Applicable Law. The laws of the State of Michigan shall govern the validity, performance, and enforcement of this Agreement, without regard to principles of conflict of laws.

20.11 Partial Invalidity. If any term, covenant or condition of this Agreement or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, covenant or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant or condition of this Agreement shall be valid and been enforced to the fullest extent permitted by law.

20.12 Complete Agreement. This Agreement, together with any exhibits, schedules or other attachments, contains the complete agreement of the parties concerning the Premises.

There are no prior covenants, promises, agreements, conditions or understanding, either oral or written, between Lessor and Lessee other than those set forth herein. Unless otherwise provided herein, this Agreement may be amended and modified only by Lessor and Lessee in a writing signed by both parties.

20.13 Limitations on Lessor's Liability. Upon any sale or transfer including any transfer by operation of law of the Premises, Lessor shall be relieved of all subsequent obligations and liabilities under this Agreement, provided the transferee agrees to assume the duties and obligations of Lessor hereunder.

20.14 Financial Statements. Upon Lessor's request, Lessee shall promptly furnish Lessor with financial statements reflecting Lessee's current financial condition, which statements shall be audited, if available.

20.15 Relationship to the Parties. Nothing contained herein shall be deemed or construed by the parties hereto, nor any third party, as creating a relationship of principal and agent or a partnership or joint venture between the parties hereto, it being understood that neither the computation of Basic Rent, nor any other provision contained herein, nor any of the facts of the parties herein, shall be deemed to create a relationship between the parties other than the relationship of Lessor and Lessee.

20.16 Amendments. Notwithstanding any provision to the contrary, any

amendments to the Lease Agreement must be reviewed by the Authorizer before execution; however, for certain types of non-substantive amendments to the Lease Agreement, the Authorizer may decide to waive in writing the Leasing Policies.

20.17 Third Party Use Approval. No party other than the Lessee shall have an ongoing right to occupy the Premises without Lessor providing written notice to the Lessee thirty (30) days prior to such occupancy.

20.18 Fiduciary Duties. No provision of this Lease shall interfere with Lessee's exercise of its statutory, contractual, and fiduciary responsibilities. No provision of this Lease shall prohibit Lessee from acting as an independent, self-governing public body, or allow public decisions to be made other than in compliance with The Open Meetings Act, Public Act No. 267 of 1976.

20.19 Immunity. No provision of this Lease shall restrict Lessee from asserting, exercising or waiving its governmental immunity or be interpreted as to require Lessee to assert, waive, or not waive its governmental immunity.

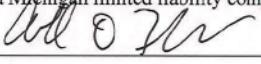
20.20 Family Educational and Privacy Rights Act. Lessor hereby acknowledges and agrees that Lessee may keep privileged and confidential student records and information at the Premises and that Lessor has no right to access such student information and that if Lessor has such access to the Premises, it shall comply with all requirements of the Family Educational and Privacy Rights Act.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first written above.

LESSOR

FARHA & ASSOCIATES-ANN ARBOR,
LLC, a Michigan limited liability company

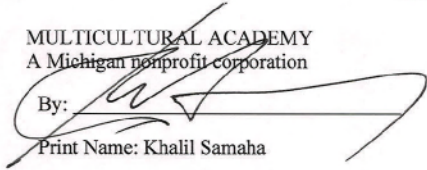
By: 

Print Name: Ahmed Farha

Its: Vice President

LESSEE

MULTICULTURAL ACADEMY
A Michigan nonprofit corporation

By: 

Print Name: Khalil Samaha

Its: Board President

EXHIBIT A

Premises

Legal Description:

Real Property in the Township of Pittsfield, County of Washtenaw, State of Michigan, and isdescribed as follows:

Commencing at the East 1/4 corner of Section 22, T3S, R6E, thence Southerly along the East Line of said Section and the centerline of Platte Road, 131.4 feet for a place of beginning; thence continuing Southerly along said East line of said centerline 262.80 feet; thence Westerly deflecting $90^{\circ}03'$ to the right 661.78 feet; thence Northerly deflecting $89^{\circ}41'$ to the right 262.80 feet; thence Easterly deflecting $90^{\circ}19'$ to the right 663.0 feet to the place of beginning, being a part of the Southeast 1/4 of said Section.

12-22-400-002

SCHEDULE 7

REQUIRED INFORMATION FOR PUBLIC SCHOOL ACADEMY

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

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

SECTION A
GOVERNANCE STRUCTURE

Schedule 7a

Governance Structure

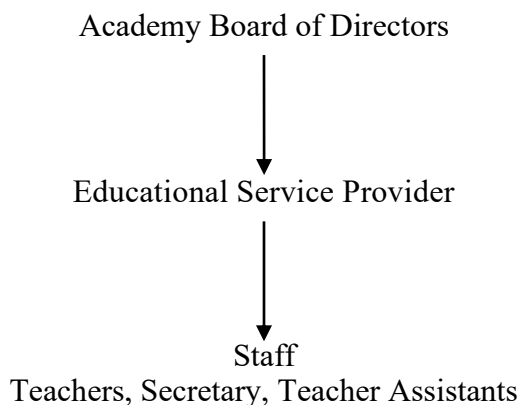
The College Board shall appoint the Board of Directors of the Academy (“Academy Board”). The Academy Board has all the powers and duties permitted by law to manage the business, property and affairs of the Academy. The Academy Board is responsible for assuring that the Academy operates according to the terms and conditions of this Contract and Applicable Law. Contract Schedule 2: Bylaws, Articles IV and V, set forth a further description of the Academy Board’s governance structure.

The Academy is incorporated as a non-stock, directorship nonprofit corporation. The Academy Board shall have at least five (5), but no more than nine (9) members, as determined by the College Board. The College Board shall select the members of the Academy Board according to the terms and conditions set forth by the Bay Mills Community College Board of Regents.

The Academy Board shall manage the business, property and affairs of the Academy. The Academy Board shall set all educational, fiscal and administrative policies for the Academy.

With the issuance of this Contract, the Academy Board may contract with a service provider to implement the Academy’s educational program as set forth in Schedule 7 of this Contract. If the Academy Board retains a service provider, that service provider will be responsible for the performance of the Academy and will be accountable to the Academy Board. A service provider must report to the Academy Board at regularly scheduled times and upon any request by the Academy Board.

The Governance Structure of the Academy:



The Multicultural Academy Board of Directors currently consists of five (5) members. The College Board appointed each of the following individuals as Academy Board members. The term of office for each individual was decided by resolution of the Academy Board.

Nominations and appointments of subsequent Academy Board members shall be made in accordance with this Contract. Vacancies in office shall be determined and filled pursuant to the provisions set forth in the Bylaws. The current Academy Board members are as follows:

Dr. Khalil Samaha, President	Term Ending June 30, 2025
Richard DeBacker, Vice President	Term Ending June 30, 2026
Hana Shalabi, Secretary	Term Ending June 30, 2025
Charlotte D. Henderson, Treasurer	Term Ending June 30, 2027
Dr. Mariam Faied, Director	Term Ending June 30, 2026

SECTION B
EDUCATIONAL GOALS

Pursuant to Applicable Law and Terms and Conditions of this Contract, including Article VI, Section 6.2, the Academy shall achieve or demonstrate measurable progress for all groups of pupils toward the achievement of the educational goal identified in this schedule. Upon request, the Academy shall provide Bay Mills Community College Charter Schools Office (BMCSO) with a written report, along with supporting data, assessing the Academy’s progress toward achieving this goal. In addition, Bay Mills Community College Board of Regents Public School Academy Authorizing Body expects the Academy will meet the State of Michigan’s accreditation standards pursuant to state and federal law.

Educational Goal to be Achieved:

Prepare students academically for success in college, work, and life.

To determine whether the Academy is achieving or demonstrating measurable progress toward the achievement of this goal, BMCSO will annually assess the Academy’s performance using the following measures:

Measure 1: Student Achievement

The academic achievement of all students grades 2-11 will be assessed using the following metrics and achievement targets.

GRADES	METRICS	ACHIEVEMENT TARGETS
Grades 2-10	The average grade-level scores in reading and math as measured by the Measure of Academic Progress (MAP) by NWEA	Students enrolled for three* or more years will on average achieve scores equal to or greater than the grade-level reading and math college readiness achievement targets identified by NWEA.
Grades 9-11 (fall and spring testing for grades 9 and 10 using PSAT and PSAT/NMSQT and spring SAT testing for grade 11) -or - NWEA testing may be used in lieu of PSAT/NMSQT in Grades 9 and 10	The average grade-level scores in reading and math as measured PSAT, PSAT/NMSQT, and SAT The average grade-level scores in reading and math as measured by NWEA	Students enrolled for three* or more consecutive years will on average achieve scores equal to or greater than the grade-level reading and math college readiness achievement targets identified by SAT Students enrolled for three* or more years will on average achieve scores equal to or greater than the grade-level reading and math NWEA college readiness achievement targets identified in this schedule

Measure 2: Student Growth

The academic growth of all students in grades 2-10 at the Academy will be assessed using the following metrics and growth targets:

Grades	Metrics	Growth Targets
Grades 2-10	Growth made by students from fall-to-spring in reading and math as measured by growth targets set for each student on the Measure of Academic Progress by NWEA	Students will on average achieve fall-to-spring academic growth targets for reading and math as set for each student on the Measure of Academic Progress by NWEA

The measure of student growth is the most important, but not the only factor the authorizing body considers when determining whether the Academy is “demonstrating measurable progress” toward the contractual goal of preparing students academically for success in college, work, and life.

Some of the other factors considered are: academy’s comparative position within state accountability reports, required state test proficiency rates compared to surrounding district’s, the trend in the number of students reaching growth targets and achievement targets over the contract period.

SECTION C

EDUCATIONAL PROGRAMS

Description of Educational Program

Vision Statement

To impact the lives of our students to enable them to become creative thinkers and lifelong learners.

Mission Statement

To create and maintain a learning environment that maximizes the potential of our diverse learners.

Beliefs Statement

Education at the Multicultural Academy is experienced-based, interdisciplinary, and collaborative. There is an emphasis on educating the whole child- the intellectual, emotional, and physical aspects of the person. One of the most important organizing principles of education at Multicultural Academy is that in order for children to learn in school and to become lifelong learners, they must interact with their environment (people, places and things) and interpret their experience. There are different ways of talking about the educational philosophy of Multicultural Academy. A parent will hear some of the following descriptions when speaking with her or his child's teacher:

Experiential education: carefully designed and executed educational experiences that are reconstructed and reflected upon in a variety of ways through talking, drawing, building and acting; Constructivism: the idea that a child makes discoveries from his or her own observations, explorations, and experiences, and then uses all of them to construct understanding. Constructivists say that the child is the "making of meaning"; Ownership of learning: because a student is directly involved with the environment and with assorted learning experiences, he or she feels more excited about learning.

SECTION D
CURRICULUM

**CURRICULUM
TO BE UPLOADED SEPARATELY**

SECTION E
METHODS OF PUPIL ASSESSMENT

Method of Pupil Assessment

The academy employs a variety of methods to assess its students' progress and abilities. Here's an elaboration on each method mentioned:

1. **Teacher Observation:**
 - This involves teachers actively observing students during class activities, discussions, and assignments to gauge their understanding, participation, and overall progress. It allows teachers to provide timely feedback and adjust their teaching methods to better suit individual student needs.
2. **Pre and Post-Unit Assessment:**
 - Before starting a new unit of study, students are assessed to establish their baseline knowledge and understanding of the topic. This helps teachers tailor their instruction to address any gaps or misconceptions. Similarly, a post-unit assessment is conducted after the completion of the unit to measure students' learning outcomes and determine the effectiveness of the teaching methods used.
3. **Northwest Evaluation Association (NWEA):**
 - NWEA assessments are standardized tests that measure students' academic growth over time. These assessments are adaptive, meaning the difficulty of the questions adjusts based on students' responses, providing a more accurate picture of their proficiency levels in subjects like math, reading, and language usage.
4. **M-Step:**
 - M-Step refers to the Michigan Student Test of Educational Progress, which is a statewide assessment used to measure students' proficiency in subjects like mathematics, English language arts, science, and social studies. It provides data that helps evaluate both student and school performance.
5. **PSAT, SAT:**
 - The PSAT (Preliminary SAT) and SAT (Scholastic Aptitude Test) are standardized tests widely used for college admissions in the United States. The PSAT serves as a practice test for the SAT and also qualifies students for National Merit Scholarship programs. SAT scores are crucial factors in college admissions decisions, as they indicate students' readiness for higher education.
6. **WIDA:**
 - WIDA (World-Class Instructional Design and Assessment) is a consortium that provides assessments for English language learners (ELLs) to measure their proficiency in English. These assessments help educators determine the language development needs of ELLs and support them in acquiring the English language skills necessary for academic success.

Each of these assessment methods serves a specific purpose in evaluating students' academic progress, identifying areas for improvement, and informing instructional strategies. By employing a combination of informal observations and formal standardized tests, the academy ensures a comprehensive approach to assessing student learning and development. This approach

not only supports individual student growth but also enables educators to make informed decisions about curriculum planning and instructional interventions.

SECTION F

APPLICATION AND ENROLLMENT OF STUDENTS

Application and Enrollment Requirements

Multicultural Academy

Enrollment Limits

The Academy will offer kindergarten through eleventh grade. The maximum enrollment shall be 350 students. The Academy will annually adopt maximum enrollment figures prior to its application and enrollment period.

Requirements

Section 504 of the Revised School Code states that public school academies shall neither charge tuition nor discriminate in pupil admissions policies or practices on the basis of intellectual or athletic ability, measures of achievement or aptitude, status as a handicapped person, or any other basis that would be illegal if used by a Michigan public school district.

- Academy enrollment shall be open to all individuals who reside in Michigan. Except for a foreign exchange student who is not a United States citizen, a public school academy shall not enroll a pupil who is not a Michigan resident.
- Academy admissions may be limited to pupils within a particular age range/grade level or on any other basis that would be legal if used by a Michigan public school district.
- The Academy Board may establish a policy providing enrollment priority to siblings of currently enrolled pupils. However, the Academy may not provide a preference to children of Board members or Academy employees.
- The Academy shall allow any pupil who was enrolled in the immediately preceding academic year to re-enroll in the appropriate age range/grade level unless that grade is not offered.
- No student may be denied participation in the application process due to lack of student records.
- If the Academy receives more applications for enrollment than there are spaces available, pupils shall be selected for enrollment through a random selection drawing.

Application Process

- The application period shall be a minimum of two weeks in duration, with evening and/or weekend times available.
- The Academy shall accept applications all year. If openings occur during the academic year, students shall be enrolled. If openings do not exist, applicants shall be placed on the official waiting list. The waiting list shall cease to exist at the beginning of the next application period.
- In the event there are openings in the class for which students have applied, students shall be admitted according to the official waiting list. The position on the waiting list shall be determined by the random selection drawing. If there is no waiting list, students shall be admitted on a first-come, first-served basis.
- The Academy may neither close the application period nor hold a random selection drawing for unauthorized grades prior to receipt of approval from the Charter Schools Office.

Legal Notice

- The Academy shall provide legal notice of the application and enrollment process in a local newspaper of general circulation. A copy of the legal notice must be forwarded to the Charter Schools Office.
- At a minimum, the legal notice must include:
 - A. The process and/or location(s) for requesting and submitting applications.
 - B. The beginning date and the ending date of the application period.
 - C. The date, time, and place the random selection drawing(s) will be held, if needed.
- The legal notice of the application period shall be designed to inform individuals that are most likely to be interested in attending the Academy.
- The Academy, being an equal opportunity educational institution, shall be committed to good-faith affirmative action efforts to seek out, create and serve a diverse student body.

Re-enrolling Students

- The Academy shall notify parents or guardians of all enrolled students of the deadline for notifying the Academy that they wish to re-enroll their child.
- If the Academy Board has a sibling preference policy, the re-enrollment notice must also request that the parent or guardian indicate whether a sibling(s) seeks to enroll for the upcoming academic year.
- An enrolled student who does not re-enroll by the specified date can only apply to the Academy during the application period for new students.
- An applicant on the waiting list at the time a new application period begins must reapply as a new student.
- After collecting the parent or guardian responses, the Academy must determine the following:
 - A. The number of students who have re-enrolled per grade or grouping level.
 - B. The number of siblings seeking admission for the upcoming academic year per grade.
 - C. If space is unavailable, the Academy must develop a waiting list for siblings of re-enrolled students.
 - D. The number of spaces remaining, per grade, after enrollment of current students and siblings.

Random Selection Drawing

A random selection drawing is required if the number of applications exceeds the number of available spaces.

Prior to the application period, the Academy shall:

- Establish written procedures for conducting a random selection drawing.
- Establish the maximum number of spaces available per grade or grouping level.
- Establish the date, time, place and person to conduct the random selection drawing.
- Notify the Charter Schools Office of both the application period and the date of the random selection drawing, if needed. The Charter Schools Office may have a representative on-site to monitor the random selection drawing process.

The Academy shall use a credible, neutral “third party” such as a CPA firm, government official, ISD official or civic leader to conduct the random selection drawing. Further, the Academy shall:

- Conduct the random selection drawing at a public meeting where parents, community members and the public may observe the process.
- Use numbers, letters, or another system that guarantees fairness and does not give an advantage to any applicant.

The Academy shall notify applicants not chosen in the random selection drawing that they were not selected and that their name has been placed on the Academy’s official waiting list for openings that may occur during the academic year. Students shall appear on the official waiting list in the order they were selected in the random selection drawing.

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SECTION G

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

SECTION 7g: SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

School Calendar

The Academy's school calendar shall comply with Sections 1175 and 1284 of the Code. The Academy's school calendar shall also comply with the minimum requirements set forth in Section 101 of the School Aid Act of 1979 (MCL 388.1701). The Academy Board must submit a copy of the Academy's school calendar to the College Board.

School Day Schedule

The Academy Board must structure the Academy's school day schedule to meet the required number of instructional days and hours as set forth in the Code and the Act. The Academy Board must submit the school day schedule to the College Board prior to the commencement of each academic year.

SECTION H

AGE OR GRADE RANGE OF PUPILS

SECTION 7h: AGE OR GRADE RANGE OF PUPILS

The Academy will enroll students in kindergarten through eleventh grade. The Academy may add grades with the prior written approval of the Charter Schools Office Director or the University Board.

Students of the Academy will be children who have reached the age of five (5) as set forth in MCL 380.1147. If a child is not 5 years of age on the specified enrollment eligibility date but will be 5 years of age not later than December 1 of a school year, the parent or legal guardian of that child may enroll the child in kindergarten for that school year if the parent or legal guardian notifies the school in a timely manner.