

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

AMERICAN MONTESSORI ACADEMY
(A PUBLIC SCHOOL ACADEMY)

July 1, 2020

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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

members may be reimbursed for their reasonable expenses incidental to their duties as Academy Board members.

Dated: January 20, 2012

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

RESOLUTION NO. 19-87

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, 2012, the College Board issued to **American Montessori Academy** (the “Academy”) a Contract to Charter a Public School Academy (the “Charter Contract”); and

WHEREAS, the Charter Contract will expire on June 30, 2020 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 eight (8) years, beginning July 1, 2020;

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 Michael C. Parish, 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 eight (8) 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 22nd day of November, 2019, with a vote of 5 for, 0 opposed, 1 abstaining, and 3 absent.

By: Beverly Carrick
Printed Name: Beverly Carrick, Secretary

**CONTRACT TERMS
AND CONDITIONS**

TERMS AND CONDITIONS

OF CONTRACT

DATED: JULY 1, 2020

ISSUED BY

THE BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS

TO

AMERICAN MONTESSORI ACADEMY

CONFIRMING THE STATUS OF

AMERICAN MONTESSORI 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 American Montessori 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.
- (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. 19-87 adopted by the College Board on November 22, 2019.
- (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 380.1852 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, 2020, Issued by the Bay Mills Community College Board of Regents to American Montessori Academy Confirming the Status of American Montessori 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. To the extent applicable, pupil performance at the Academy shall be assessed using the Michigan Student Test of Educational Progress ("M-STEP") and/or the Michigan Merit Examination ("MME") designated under the Code. 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 measureable 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 6.18. 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 Employees Relations Act, the Uniform Budgeting and Accounting Act, the Revised Municipal Finance Act of 2001, the Elliott-Larsen Civil Rights Act, , the Michigan Person 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 CSO Director 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 CSO Director 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. Upon receipt of the Academy Board's request for termination, the College Board shall consider and vote on the proposed

termination request. 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; or (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, 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
General or Public Liability (GL)	<p>Must be Occurrence form</p> <p>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.</p> <p>Must include Corporal Punishment coverage.</p> <p>\$1,000,000 per occurrence & \$2,000,000 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> <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)	Must include Employment Practices Liability.
	Must include Corporal Punishment coverage.
	Must include Sexual Abuse & Molestation coverage.
	Must include Directors' & 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/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.
	\$1,000,000 per occurrence & \$3,000,000 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.
	College must be included as an Additional Insured with Primary and Non-Contributory Coverage.

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.
	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
Requirement for PSA/SDA/UHS/SOE when leasing employees from Educational Service Provider (ESP) or Management Firm (MF)	

COVERAGE	REQUIREMENTS
Crime	Must include Employee Dishonesty coverage.
	Must include third party coverage.
	\$500,000 limit.

COVERAGE	REQUIREMENTS
Umbrella	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.
	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 as noted 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) for Owned and Non-Owned Autos	\$1,000,000 per accident
	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 388.1166b. Prior to providing instruction, the Academy Board shall ensure that the Academy has sufficient documentation to qualify for part-time pupil funding under the State School Aid Act. The provision of nonessential elective courses by the Academy shall be incorporated into 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.

Section 11.13. K to 3 Reading. If the Academy offers kindergarten through third grade, the Academy Board shall comply with section 1280f of the Code, MCL 380.1280f. The Academy shall ensure that all required actions, notices and filings required under section 1280f, MCL 380.1280f, are timely completed. The Master Calendar shall be updated to include the requirements set forth in section 1280f, MCL 380.1280f.

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:	Leonard C. Wolfe Dykema Gossett PLLC 201 Townsend Street, Suite 900 Lansing, Michigan 48933
If to Academy:	Academy Board President Gerald Olkowski 14800 Middlebelt Road Livonia, MI 48154
If to Academy Counsel:	Robert Lusk Lusk Albertson 409 E. Jefferson Ave., 5th Floor Detroit, MI 48226

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 8 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 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.

(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) 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. 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 12.24. 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 12.25. 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 12.26. 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 12.27. 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 12.28. 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 12.29. 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: Michael C. Parish
Michael C. Parish, College Board Designee

Date: July 1, 2020

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.

AMERICAN MONTESSORI ACADEMY

By: [Signature]

Its: Board President, American Montessori Academy

Date: July 1, 2020

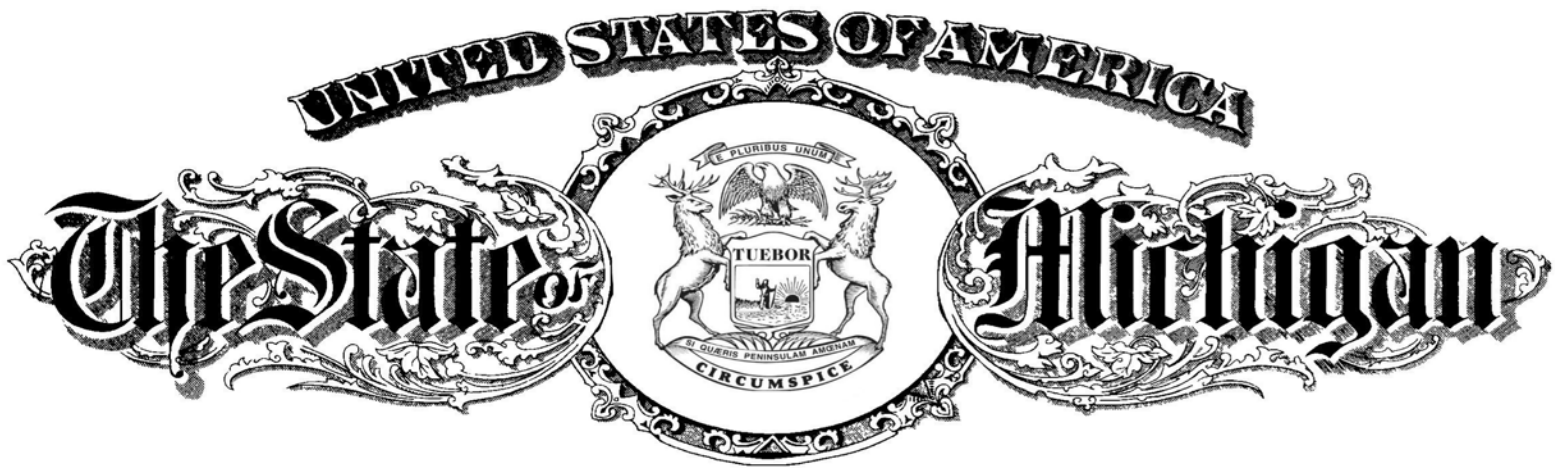
CONTRACT SCHEDULES

Schedules

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CONTRACT SCHEDULE 1

ARTICLES OF INCORPORATION



Department of Licensing and Regulatory Affairs
Lansing, Michigan

This is to Certify That

AMERICAN MONTESSORI ACADEMY

was validly Incorporated on February 11 , 2004 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: 20018126130

*In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 21st day of January , 2020.*

A handwritten signature in black ink, reading "Linda Clegg".

Linda Clegg, Interim Director

Corporations, Securities & Commercial Licensing Bureau

Michigan Department of Consumer and Industry Services

Filing Endorsement

This is to Certify that the ARTICLES OF INCORPORATION - NONPROFIT

for

AMERICAN MONTESSORI ACADEMY

ID NUMBER: 770457

received by facsimile transmission on January 27, 2004 is hereby endorsed filed on February 11, 2004 by the Administrator. The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 11th day of February, 2004.

, Director

Bureau of Commercial Services

BCS/CD-802 (Rev. 12/03)

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH BUREAU OF COMMERCIAL SERVICES										
Date Received	(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.									
<table border="1"> <tr> <td colspan="3">Name Kevin J. Foley, Esq.</td> </tr> <tr> <td colspan="3">Address 13305 Reeck Road</td> </tr> <tr> <td>City Southgate</td> <td>State MI</td> <td>Zip Code 48195</td> </tr> </table>		Name Kevin J. Foley, Esq.			Address 13305 Reeck Road			City Southgate	State MI	Zip Code 48195
Name Kevin J. Foley, Esq.										
Address 13305 Reeck Road										
City Southgate	State MI	Zip Code 48195								
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.

ARTICLES OF INCORPORATION
For use by Domestic Nonprofit Corporations

OF

AMERICAN MONTESSORI ACADEMY

Pursuant to the provisions of the Michigan Nonprofit Corporation Act of 1982, as amended (the "Act"), being MCL 450.2101 et seq., and Part 6A of the Revised School Code (the "Code") as amended, being Sections 380.501 to 380.507 of the Michigan Compiled Laws, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is: American Montessori Academy.

The authorizing body for the corporation is: The Bay Mills Community College Board of Regents.

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. 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.

ARTICLE III

The corporation is organized on a non-stock, directorship basis.

The value of assets which the corporation possesses is:

Real Property: 0.

Personal Property: 0.

The corporation is to be financed under the following general plan:

- a. State school aid payments received pursuant to the State School Aid Act of 1979 or any successor law.
- b. Federal funds.
- c. Donations.
- d. Fees and charges permitted to be charged by public school academies.
- e. Other funds lawfully received.

ARTICLE IV

The address of the registered office is: 13305 Reeck Road
Southgate Michigan 48195.

The mailing address of the registered office is the same.

The name of the resident agent at the registered office is Kevin Foley.

ARTICLE V

The name and address of the incorporator is as follows: Kevin Foley
13305 Reeck Road
Southgate Michigan 48195

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 required 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 26th day of January, 2004. These Articles of Incorporation shall become effective upon filing. However, the corporation shall not carry out the purposes et 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:  _____

4

Michigan Department of Labor & Economic Growth

Filing Endorsement

This is to Certify that the CERT. OF CHANGE OF REG. OFF./RES. AGENT

for

AMERICAN MONTESSORI ACADEMY

ID NUMBER: 770457

received by facsimile transmission on January 3, 2008 is hereby endorsed

Filed on January 4, 2008 by the Administrator.

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

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 4TH day of January, 2008.



, Director

Bureau of Commercial Services

BCS/CD-620 (Rev. 12/05)

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH BUREAU OF COMMERCIAL SERVICES		
Date Received	(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.		
Name	Joseph B. Urban	
Address	255 S. Old Woodward Avenue, Third Floor	
City	State	Zip Code
Birmingham	MI	48009
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.

CERTIFICATE OF CHANGE OF REGISTERED OFFICE AND/OR CHANGE OF RESIDENT AGENT
For use by Domestic and Foreign Corporations and Limited Liability Companies
(Please read information and instructions on reverse side)

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), Act 162, Public Acts of 1982 (nonprofit corporations), or Act 23, Public Acts of 1993 (limited liability companies), the undersigned corporation or limited liability company executes the following Certificate:

1. The name of the corporation or limited liability company is:			
American Montessori Academy			
2. The identification number assigned by the Bureau is:			
770457			
3. a. The name of the resident agent on file with the Bureau is:			
Amy Pogorzelski			
b. The location of the registered office on file with the Bureau is:			
14800 Middlebelt Road		Livonia	48154
(Street Address)		(City)	(ZIP Code)
c. The mailing address of the above registered office on file with the Bureau is:			
14800 Middlebelt Road		Livonia	48154
(Street Address or P.O. Box)		(City)	(ZIP Code)

ENTER IN ITEM 4 THE INFORMATION AS IT SHOULD NOW APPEAR ON THE PUBLIC RECORD

4. a. The name of the resident agent is:			
Joseph B. Urban			
b. The address of the registered office is:			
255 S. Old Woodward Avenue, Third Floor Birmingham		Michigan	48009
(Street Address)		(City)	(ZIP Code)
c. The mailing address of the registered office IF DIFFERENT THAN 4B is:			
		Michigan	
(Street Address or P.O. Box)		(City)	(ZIP Code)

5. The above changes were authorized by resolution duly adopted by: 1. ALL CORPORATIONS: its Board of Directors; 2. PROFIT CORPORATIONS ONLY: the resident agent if only the address of the registered office is changed, in which case a copy of this statement has been mailed to the corporation; 3. LIMITED LIABILITY COMPANIES: an operating agreement, affirmative vote of a majority of the members pursuant to section 502(1), managers pursuant to section 405, or the resident agent if only the address of the registered office is changed.	
---	--

6. The corporation or limited liability company further states that the address of its registered office and the address of its resident agent, as changed, are identical.	
--	--

Signature	Type or Print Name and Title or Capacity	Date Signed
	Michael S. Hale	12-28-07

Michigan Department of Labor & Economic Growth

Filing Endorsement

This is to Certify that the CERTIFICATE OF CORRECTION

for

AMERICAN MONTESSORI ACADEMY

ID NUMBER: 770457

received by facsimile transmission on January 3, 2008 is hereby endorsed

Filed on January 7, 2008 by the Administrator.

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



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 7TH day of January, 2008.

, Director

Bureau of Commercial Services

BCS/CD-518 (Rev. 12/05)

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH BUREAU OF COMMERCIAL SERVICES		
Date Received	(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.		
Name Joseph B. Urban		
Address 255 S. Old Woodward Ave. Third Floor		
City	State	Zip Code
Birmingham	MI	48009
		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.

CERTIFICATE OF CORRECTION
For use by Corporations and Limited Liability Companies
 (Please read information and instructions on last page)

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), Act 162, Public Acts of 1982 (nonprofit corporations), or Act 23, Public Acts of 1993 (limited liability companies), the undersigned corporation or limited liability company executes the following Certificate:

1. The name of the corporation or limited liability company is:	American Montessori Academy
2. The identification number assigned by the Bureau is:	770457
3. The corporation or limited liability company is formed under the laws of the State of	Michigan
4. That a	Nonprofit Corporation Information Update
was filed by the Bureau on	Oct. 19, 2007 (Title of Document Being Corrected) and that said document requires correction.
5. Describe the inaccuracy or defect contained in the above named document:	Lists Business or Residence for all directors as 15415 Middlebelt Road, Livonia, MI 48154 and lists Amy Pogorzelski as a director.
6. The document is corrected as follows:	Delete Amy Pogorzelski as director and update the information in field 5 in accordance with attached Exhibit A.
7. This document is hereby executed in the same manner as the Act requires the document being corrected to be executed.	

Signed this Second day of January, 2008

By



(Signature)

Joseph B. Urban

(Type or Print Name and Title)

By

(Signature)

(Type or Print Name and Title)

By

(Signature)

(Type or Print Name and Title)

**EXHIBIT A
AMERICAN MONTESSORI ACADEMY
AMENDMENT TO NONPROFIT CORPORATION INFORMATION UPDATE**

Name	Business or Residence
President Michael Hale	15415 Middlebelt Road, Livonia, MI 48154
Secretary Amy Estrada	15570 MacArthur, Redford, MI 48239
Treasurer Karen Hilt	29866 Robert, Livonia, MI 48150
Vice President Elizabeth Brown	31748 Delaware, Livonia, MI 48150
Director Molly Brendel	218125 Brandor, Farmington Hills, MI 48336

DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
NONPROFIT CORPORATION INFORMATION UPDATE



2011

Due October 1, 2011 File Online at www.michigan.gov/fileonline

Identification Number 770457	Corporation name AMERICAN MONTESSORI ACADEMY
Resident agent name and mailing address of the registered office AMY POGORZELSKI 14800 MIDDLEBELT RD. LIVONIA MI 48154	
The address of the registered office 14800 MIDDLEBELT RD. LIVONIA MI 48154	

FILED

RECEIVED

NOV 10 2011

SEP 19 2011

By Department
Bureau of Commercial Services

DELEG \$20.00

☐ I certify that the board consists of 3 or more directors, and further certify that all directors' names and addresses are previously filed with the Department, and that no changes have occurred in required information since the last filed report.
If you checked the box, proceed to item 6.

1. Mailing address of registered office in Michigan (may be a P.O. Box)		2. Resident Agent	
3. The address of the registered office in Michigan (a P.O. Box may not be designated as the address of the registered office)			
4. Describe the purpose and activities of the corporation during the year covered by this report:			
5.	NAME	BUSINESS OR RESIDENCE ADDRESS	
If different than President	President (Required)	Kim Taylor 10002 Mercedes Redford, MI 48239	
	Secretary (Required)	Beth DeFelice 11610 McClumphe Plymouth, MI 48170	
	Treasurer (Required)	Gerald Oikowski 39009 Clocktower Romulus, MI 48174	
	Vice President	Beth Brown 31748 Delaware Livonia, MI 48150	
Required 3 or more directors (3 different individuals)	Director (Required)	James Deschryver 18915 Doris St Livonia, MI 48152	
	Director (Required)	Gerald Oikowski 39009 Clocktower Romulus MI 48174	
	Director (Required)	Beth Brown 31748 Delaware Livonia, MI 48150	

6. Report due October 1, 2011.

Filing fee \$20.00.

If report is certifying no changes occurred, it must be signed by the chairperson or vice-chairperson of the board or the president or vice-president.

Please make your check or money order payable to the State of Michigan. Include payment with completed report in the same envelope.

Return to: Department of Licensing and Regulatory Affairs
Bureau of Commercial Services, Corporation Division
P.O. Box 30767
Lansing, MI 48909
(517) 241-6470

Signature of authorized officer or agent <i>Kim Taylor</i>	Title Principal	Date 8/17/11	Phone (Optional) 1341 525-7100
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If more space is needed additional pages may be included. Do not staple any items to report. This report is required by Section 911, Act 162, Public Acts of 1982, as

CONTRACT SCHEDULE 2

BYLAWS

Resolution of the American Montessori Academy Board of Directors
Ratification of Restated Bylaws

BE IT RESOLVED, that the Restated Bylaws are hereby adopted as the Bylaws of the Academy.

Certification:

I certify that the foregoing resolution was adopted by the American Montessori Academy Board of Directors at a properly noticed open meeting held on the 24th day of February, 2020, at which a quorum was present.

By: 
Board President

RESTATED BYLAWS
OF
AMERICAN MONTESSORI ACADEMY

ARTICLE I

NAME

This organization shall be called American Montessori 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 Livonia, County of Wayne, 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 16th day of April, 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 the American Montessori 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, 2020, 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 the American Montessori Academy.

BY: Deborah M. Roberts
Deborah M. Roberts, Director
Bureau of State and Authority Finance
Michigan Department of Treasury
Date: March 27, 2020

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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 the American Montessori 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 will make budget revisions in a manner prescribed by law. Within thirty (30) days of the Academy Board approving the budget (original and amended, if applicable), the Academy shall place a copy of that budget on the Academy's website within a section of the website that is accessible to the public.

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.

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CONTRACT SCHEDULE 5

DESCRIPTION OF STAFF RESPONSIBILITIES

STAFF RESPONSIBILITIES

Assistant Principal	5-1
Childcare Assistant	5-3
Custodian	5-5
Department Director	5-7
Executive Director	5-10
Food Service Employee.....	5-13
Non-Certified Administrative Staff	5-15
Office Manager.....	5-17
Paraprofessional.....	5-19
School Leader	5-22
Special Population Personnel	5-24
Teacher.....	5-27
Services Agreement.....	5-29

ASSISTANT PRINCIPAL

Reports To: Executive Director

Employed By: Partner Solutions

FLSA Status: Exempt

Other Titles: Assistant Executive Director, Assistant School Leader, Dean of Curriculum, Director of Curriculum and Instruction, Vice Principal

Core Principles

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

Essential Duties

The Assistant Principal is responsible for supporting the Executive Director in developing positive relationships with students, families and staff to develop a culture that fulfills the mission of the Academy. The Assistant Principal will assist in the supervision, mentoring and evaluation of assigned Academy staff and contribute to the school improvement planning process and the determination of professional development. The Assistant Principal is responsible for daily operations at the Academy as assigned with regard to safety, compliance, achievement and student retention. In the absence of the Executive Director or School Leader, the Assistant Principal assumes responsibility for Academy operations. Ultimately, the Assistant Principal will demonstrate innovative ways of responding to challenges that reflect a dedication and belief that all children can succeed. In addition, the Assistant Principal is responsible for any and all further duties as assigned.

Qualifications

Supervision

Individuals in this position must be able to apply effective supervision methods. They will share responsibility for the supervision of all assigned employees and ultimately the effectiveness of the Academy. Supervisory responsibilities include participating in the staff evaluation process and developing and being faithful to procedures and plans that result in 100% compliance and positive stakeholder perception.

Planning & Implementation

An effective employee in this position will act to assist the Executive Director by participating in the planning, evaluation and recommendation of goals and objectives for staff. In addition, the Assistant Principal will ideally be able to provide assistance with leadership in curriculum, instruction, school improvement, school safety, student management, home-Academy relationships and professional development. The Assistant Principal is responsible for carrying out all programs within the Academy with fidelity.

Knowledge & Expertise

Qualified employees in this position will possess and continuously build knowledge of all aspects of school reform and improvement. The Assistant Principal will actively seek to increase and apply their knowledge of curriculum development, training design, metrics for evaluation, analysis of student achievement data and research on effective pedagogy. They must be aware of research on motivation and behavior for the effective management of students. The Assistant Principal must be comfortable working with all business related documents, including budget, compliance, student records and any other supplemental documents.

Reasoning Ability

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, they will possess the ability to provide both logical and abstract solutions in standard and non-standard situations.

Interpersonal Qualities

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

*All employees must successfully pass a criminal background check.

*All employees must follow the code of conduct as outlined in the Employee Handbook.

Education & Experience

To the extent this position is deemed to be an administrator of instructional programs (including the supervisor of certified teachers) and/or a chief business official, this position is required to meet one of the following: (1) if the individual held a school administrator position before January 4, 2010, then evidence of maintaining continuing education is required; or (2) if the individual was hired as a school administrator after January 4, 2010, then either: (a) an Administrator Certificate is required; OR (b) enrollment in an MDE-approved Principal Preparation Program within 6 months of employment (and completion within 3 years) is required. [Public Act 205 section 380.1246].

Physical Demands & Work Environment

In order to successfully perform the essential duties of this job, the employee would ideally be able to meet the following physical demands:

- Occasionally lift and/or move objects weighing up to 25 pounds.
- Stand and walk frequently.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Withstand a moderate noise level.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

CHILDCARE ASSISTANT

Reports To: Department Director

Employed By: Partner Solutions

FLSA Status: Non-Exempt

Other Titles: Aide, LatchKey

Core Principles

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

Essential Duties

Employees in this position are responsible for assisting in all aspects of the Childcare program. The Childcare Assistant will work under the supervision of the Department Director. In addition, the Childcare Assistant must maintain a safe and orderly environment for students and must account for all assigned students within the program. The Childcare Assistant is subject to all other duties as assigned.

Qualifications

Supervision

Individuals in this position must be able to apply effective supervision methods. The Childcare Assistant will be responsible for the supervision of all assigned students in the Childcare program.

Planning & Implementation

An effective employee in this position will provide effective childcare within a designated program. In addition, the Childcare Assistant will assist with instruction for students involved in the program.

Knowledge & Expertise

Qualified employees in this position will possess the ability to maintain a safe and orderly environment. In addition, the Childcare Assistant must be able to account for multiple students at once.

Reasoning Ability

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, an individual in this position will possess the ability to provide both logical and abstract solutions in standard and non-standard situations. An employee in this position will evidence this quality through mission-driven, research-based decision making.

Interpersonal Qualities

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

*All employees must successfully pass a criminal background check.

*All employees must follow the code of conduct as outlined in the Employee Handbook.

Education & Experience

The Childcare Assistant must be at least 18 years of age and have successfully completed CPR and First Aid Training. In addition, the Childcare Assistant must meet any additional licensing standards as established by the State of Michigan Department of State of Michigan DHHS.

Physical Demands & Work Environment

In order to successfully perform the essential duties of this job, the employee must be able to meet the following physical demands:

- Occasionally lift and/or move objects weighing up to 25 pounds.
- Stand and walk frequently.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Withstand a moderate to loud noise level.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

CUSTODIAN

Reports To: Department Director/Executive Director

Employed By: Partner Solutions

FLSA Status: Non-Exempt

Core Principles

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

Essential Duties

An employee in this position is responsible for all assigned custodial duties, including the cleanliness, maintenance and safety of all assigned Academy buildings, equipment and grounds. Employees in this position will perform routine cleaning and minor repairs. The Custodian is responsible for creating and maintaining a cleaning schedule. In addition, the Custodian is responsible for all further duties as assigned.

Qualifications

Supervision

Individuals in this position must be able to apply supervision assistance when applicable. At times, the Custodian may be responsible for assisting with the supervision of students.

Planning & Implementation

An effective employee in this position will possess the ability to provide reliable input in order to develop and maintain an efficient cleaning schedule for the Academy. In addition, the Custodian must be able to carry out the schedule routinely.

Knowledge & Expertise

Qualified employees in this position will possess knowledge of cleaning and maintenance of buildings, grounds and equipment. The Custodian must possess knowledge of cleaning tools, chemicals and procedures. The Custodian must also be able to operate cleaning equipment safely.

Reasoning Ability

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, an individual in this position will possess the ability to provide both logical and abstract solutions in standard and non-standard situations.

Interpersonal Qualities

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

*All employees must successfully pass a criminal background check.

*All employees must follow the code of conduct as outlined in the Employee Handbook.

Education & Experience

The Custodian must complete hazardous materials training prior to beginning their assignment.

Physical Demands & Work Environment

In order to successfully perform the essential duties of this job, the employee must be able to meet the following physical demands:

- Occasionally lift and/or move objects weighing up to 75 pounds (when applicable, a back-belt should be worn when lifting heavy objects).
- Stand or walk for the majority of a day.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Withstand a moderate noise level.
- Withstand exposure to cleaning chemicals on a routine basis.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

DEPARTMENT DIRECTOR

Reports To: Executive Director/ School Leader

Employed By: Partner Solutions

FLSA Status: Exempt

Other Titles: Athletic Director, Child Care Director, Food Service Director, Summer School Program Director, Latchkey Site Director, Special Education Director, Special Education Supervisor, Special Education Coordinator, Director of Teacher Support Team (“TST”), Transportation Director, Health Coordinator, Information Technology (“IT”) Network Coordinator, Facilities Supervisor, Lead Custodian, Title I Compliance Coordinator, Admissions Director, Enrollment Director, Lead Paraprofessional, Leadership Team Member, School Start Up Project Manager, Dean of Administrative Services, Director of TST and Administrative Services, Dean of Students, Academic Coach, Director of School Learning, Behavior Intervention Specialist, Director of Compliance, Director of Student Development

Core Principles

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

Essential Duties

An employee in this position is responsible for establishing positive relationships with students, families and staff to develop a culture that fulfills the mission of the Academy. The Department Director may be responsible for the functions of their specific department. The Department Director may supervise department staff. The Department Director is responsible for maintenance of the department specific records. The Department Director is responsible for scheduling, reporting and communicating with parents, students and staff as it pertains to their department. In addition, the Department Director is responsible for any and all duties as assigned.

Qualifications

Supervision

Individuals in this position must be able to apply effective supervision methods. The Department Director is responsible for assisting in the supervision of assigned staff. Supervisory responsibilities include assisting in the evaluation process, rewarding and disciplining employees, addressing complaints, delegating work related tasks and assisting in the interviewing, hiring and training of employees.

Planning & Implementation

An effective employee in this position will possess the ability to provide leadership, initiative, support and assistance with all functions within the department. In addition, an individual in this

position will be able to lead staff in the creation of schedules, record maintenance and all necessary reporting.

Knowledge & Expertise

Qualified employees in this position will possess knowledge of all department functions. The Department Director must be able to manage all aspects of the department. The Department Director must be comfortable working with business related documents, such as budgeting, compliance, student enrollment and all other necessary documentation.

Reasoning Ability

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, an individual in this position will possess the ability to provide both logical and abstract solutions in standard and non-standard situations.

Interpersonal Qualities

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

*All employees must successfully pass a criminal background check.

*All employees must follow the code of conduct as outlined in the Employee Handbook.

Education & Experience

The Child Care Director must meet all applicable qualifications established by the Michigan Department of Health and Human Services (“DHHS”).

The Transportation Director must meet all State of Michigan requirements for Bus Drivers. In addition, a Transportation Director must be at least 18 years of age, have less than six points on their driver’s license and possess a chauffeur license.

The Special Education Director must possess a bachelor’s degree and meet all requirements for Special Education Supervisor approval from the Intermediate School District (“ISD”). To the extent this position is deemed to be an administrator of instructional programs (including the supervisor of certified teachers) and/or a chief business official, this position is required to meet the following: All administrators or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the certification and continuing education requirements as described in MCL 380.1246.

The Food Service Director must be ServSafe certified or hold a Food Handler’s Certificate.

The Lead Paraprofessional must meet one of the following requirements:

- Complete at least two years of study at an institution of higher education (equal to 60 semester hours), **or**
- Obtain an associate's degree (or higher), **or**
- Meet a rigorous standard of quality and demonstrate, through a formal state or local academic assessment:
 - Knowledge of, and the ability to assist in, instructing reading, writing and mathematics; **or**
 - Knowledge of and the ability to assist in, instructing reading readiness, writing readiness and mathematics readiness, as appropriate.
- Any position that is deemed to be an administrator of instructional programs (including the supervisor of certified teachers) and/or a chief business official is required to meet one of the following: (1) if the individual held a school administrator position before January 4, 2010, then evidence of maintaining continuing education is required; or (2) if the individual was hired as school administrator after January 4, 2010, then either: (a) an Administrator Certificate is required; OR (b) enrollment in an MDE-approved Principal Preparation Program within 6 months of employment (and completion within 3 years) is required. [Public Act 205 section 380.1246].

Physical Demands & Work Environment

In order to successfully perform the essential duties of this job, the employee must be able to meet the following physical demands:

- Occasionally lift and/or move objects weighing up to 25 pounds (75 pounds for a Facilities Supervisor).
- Stand and walk frequently.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Withstand a moderate noise level.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

EXECUTIVE DIRECTOR

Reports To: Partner Solutions

Employed By: Partner Solutions

FLSA Status: Exempt

Other Titles: Superintendent, Lead Administrator, School Leader/Principal, Director (in a structure that does not include an Executive Director or Lead Administrator)

Core Principles

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

Essential Duties

The Executive Director is responsible for communicating the mission and purpose of the Academy to all stakeholders. The Executive Director establishes positive relationships with the Academy Board, families, staff and students to guide decision making in service of the vision and values the Academy has established in its Contract. The Executive Director will supervise and evaluate Academy leadership and provide opportunities for further development. The Executive Director is responsible for developing and managing a budget for approval by the Academy Board that maximizes services to students and achieves academic growth and Academy excellence. He or she will establish short and long term goals, devise strategies to achieve them and assign staff to oversee progress toward goals. If also acting as the instructional leader, the Executive Director will interpret data and implement instructional strategies that reflect high expectations for students and staff. In addition, the Executive Director is responsible for any and all further duties as assigned. Ultimately, the Executive Director will demonstrate innovative ways of responding to challenges that reflect a dedication and belief that all children can succeed.

Qualifications

Supervision

Individuals in this position must be able to apply effective supervision methods. The Executive Director will be responsible for the supervision of all assigned employees and ultimately the effectiveness of the Academy. Supervisory responsibilities include selecting staff, leading the staff evaluation process and developing and being faithful to procedures and plans that result in 100% compliance and positive stakeholder perception.

Planning & Implementation

An effective employee in this position will act as the Academy leader by planning, evaluating and recommending goals and objectives for all assigned staff. In addition, the Executive Director must provide leadership in curriculum, instruction, administration, school improvement and

professional development. An employee in this position is responsible for overseeing the development of all programs within the Academy and guarantees they are carried out with fidelity.

Knowledge & Expertise

Qualified employees in this position will possess and continuously build knowledge of all aspects of school reform and improvement. The Executive Director will actively seek to increase and apply their knowledge of curriculum development, training design, metrics for evaluation, analysis of student achievement data and research on effective pedagogy. The Executive Director must be able to provide classroom observation and feedback regarding the execution of the curriculum. An employee in this position must be comfortable working with all business related documents, including budget, compliance, student records and any other supplemental documents.

Reasoning Ability

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, an individual in this position will possess the ability to provide both logical and abstract solutions in standard and non-standard situations. An employee in this position will evidence this quality through mission-driven, research-based decision making.

Interpersonal Qualities

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

*All employees must successfully pass a criminal background check.

*All employees must follow the code of conduct as outlined in the Employee Handbook.

Education & Experience

To the extent this position is deemed to be an administrator of instructional programs (including the supervisor of certified teachers) and/or a chief business official, this position is required to meet one of the following: (1) if the individual held a school administrator position before January 4, 2010, then evidence of maintaining continuing education is required; or (2) if the individual was hired as a school administrator after January 4, 2010, then either: (a) an Administrator Certificate is required; OR (b) enrollment in a Michigan Department of Education (“MDE”)–approved Principal Preparation Program within 6 months of employment (and completion within 3 years) is required. [Public Act 205 section 380.1246].

Physical Demands & Work Environment

In order to successfully perform the essential duties of this job, the employee must be able to meet the following physical demands:

- Occasionally lift and/or move objects weighing up to 25 pounds.
- Stand and walk frequently.

- Withstand all demands presented by outside weather conditions at any time of the year.
- Withstand a moderate noise level.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

FOOD SERVICE EMPLOYEE

Reports To: Department Director

Employed By: Partner Solutions

FLSA Status: Non-Exempt

Core Principles

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

Essential Duties

Food Service Employees are responsible for all phases of food preparation. Food Service Employees must be able to maintain a safe, clean and orderly working environment. In addition, Food Service Employees are responsible for all other duties as assigned.

Qualifications

Supervision, Planning & Implementation

The Food Service Employee must possess supervisory skills necessary for the supervision of students during the lunch period. An effective Food Service Employee will follow protocol set by the United States Department of Agriculture.

Knowledge & Expertise

Qualified employees in this position will possess knowledge of rules and regulations provided by the Food and Drug Administration for food preparation. The Food Service Employee must possess the ability to maintain a clean and orderly working environment. In addition, a Food Service Employee must possess food preparation knowledge.

Reasoning Ability

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, an individual in this position will possess the ability to provide both logical and abstract solutions in standard and non-standard situations.

Interpersonal Qualities

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

*All employees must successfully pass a criminal background check.

*All employees must follow the code of conduct as outlined in the Employee Handbook.

Physical Demands & Work Environment

In order to successfully perform the essential duties of this job, the employee must be able to meet the following physical demands:

- Occasionally lift and/or move objects weighing up to 50 pounds.
- Stand, walk, reach, lift, push, pull, talk or hear frequently.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Withstand a moderate noise level.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

NON-CERTIFIED ADMINISTRATIVE STAFF

Reports To: School Leader

Employed By: Partner Solutions

FLSA Status: Non-Exempt

Other Titles: Assistant Office Manager, Administrative Assistant, Technology Assistant, Student Services Coordinator, Administrative Intern, Secretary, Receptionist, Truancy Officer, Homeless Liaison, Short Watch, Supervisor of Information Management and Compliance Reporting, Success Coach, Community Outreach

Core Principles

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

Essential Duties

Non-Certified Administrative Staff are responsible for assisting with all office operations. Employees in this position will be the face of the Academy and the main point of contact for all Academy visitors. Non-Certified Administrative Staff will be responsible for all communication with parents, assisting with reporting and documentation and all other duties as assigned.

Qualifications

Planning & Implementation

An effective employee in this position will possess the ability to provide leadership, initiative, support and assistance with all administrative functions. In addition, this position is responsible for developing and maintaining schedules for students, staff and office personnel.

Knowledge & Expertise

Qualified employees in this position will possess knowledge of all methods of communication, including email and phone. An employee in this position must be able to assist in file maintenance, student medication tracking, answering phones and communicating with students, parents and staff. In addition, an employee in this position is responsible for directing and assisting individuals in the office, including students and parents.

Reasoning Ability

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, an individual in this position will possess the ability to provide both logical and abstract solutions in standard and non-standard situations.

Interpersonal Qualities

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

*All employees must successfully pass a criminal background check.

*All employees must follow the code of conduct as outlined in the Employee Handbook.

Physical Demands & Work Environment

In order to successfully perform the essential duties of this job, the employee must be able to meet the following physical demands:

- Occasionally lift and/or move objects weighing up to 25 pounds.
- Stand and walk frequently.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Withstand a moderate noise level.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

OFFICE MANAGER

Reports To: School Leader/Executive Director

Employed By: Partner Solutions

FLSA Status: Exempt

Other Titles: Business Manager, Executive Assistant

Core Principles

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

Essential Duties

An employee in this position is responsible for establishing positive relationships with students, families and staff to develop a culture that fulfills the mission of the Academy. The Office Manager will be the point of contact for all individuals visiting the Academy. The Office Manager will supervise assigned office staff. The Office Manager is responsible for maintenance of Academy financial records. The Office Manager is responsible for scheduling, reporting and communicating with parents, students and staff. In addition, the Office Manager is responsible for any and all duties as assigned.

Qualifications

Supervision

Individuals in this position must be able to apply effective supervision methods. The Office Manager will be responsible for assisting in the supervision of assigned office staff. Supervisory responsibilities include assisting in the evaluation process, rewarding and disciplining employees, addressing complaints, delegating work related tasks and assisting in the interviewing, hiring and training of all employees.

Planning & Implementation

An effective employee in this position will possess the ability to provide leadership, initiative, support and assistance with all administrative functions. In addition, an individual in this position will be able to lead staff in the creation of schedules, record maintenance and all necessary reporting.

Knowledge & Expertise

Qualified employees in this position will possess knowledge of all office functions. The Office Manager must be able to manage the Academy office and its business aspects. The Office Manager must be comfortable working with business related documents, such as budgeting, compliance, student enrollment and all other necessary documentation.

Reasoning Ability

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, an individual in this position will possess the ability to provide both logical and abstract solutions in standard and non-standard situations.

Interpersonal Qualities

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

*All employees must successfully pass a criminal background check.

*All employees must follow the code of conduct as outlined in the Employee Handbook.

Physical Demands & Work Environment

In order to successfully perform the essential duties of this job, the employee must be able to meet the following physical demands:

- Occasionally lift and/or move objects weighing up to 25 pounds.
- Stand and walk frequently.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Withstand a moderate noise level.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

PARAPROFESSIONAL

Reports To: School Leader / Executive Director

Employed By: Partner Solutions

FLSA Status: Non-Exempt

Other Titles: Teacher Assistant, Special Education Assistant, TST, Title I Paraprofessional, English Learners Coordinator, Online Facilitator Paraprofessional, School Testing Coordinator

Core Principles

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

Essential Duties

Paraprofessionals provide instructional assistance under the supervision of classroom Teacher(s) or other instructional leaders as assigned. Paraprofessionals assist in the preparation and delivery of unit plans and provide individual and small group instruction. High quality Paraprofessionals attend staff professional development and conscientiously apply the strategies and research studied there. Paraprofessionals actively work to understand and support student assessment, particularly for those students who require interventions. Paraprofessionals are responsible for maintaining logs and for understanding the scope of services provided according to grant funding regulations and guidelines (if applicable). In addition, the Paraprofessional is responsible for any and all further duties as assigned.

Title I Paraprofessionals provide supplementary instructional assistance to students who have been identified to receive additional academic support under the Title I program. This position should be viewed as vital to the school improvement plan implementation and student achievement and ensures that students who need the most help receive instruction support from qualified Paraprofessionals. Title I Paraprofessionals are responsible for completing semi-annual certifications or personnel activity reports as required.

Qualifications

Supervision

Individuals in this position must be able to apply effective supervision methods. The Paraprofessional will be responsible for assisting with the supervision of students.

Planning & Implementation

An effective employee in this position will provide effective instructional assistance within a designated program. In addition, the Paraprofessional must be able to plan and implement a strategy, under the supervision of the assigned instructional leader, for improving student success based on each individual student's needs.

Knowledge & Expertise

Qualified employees in this position will possess the ability to maintain a safe and orderly environment. In addition, the Paraprofessional must be able to account for multiple students at once. The Paraprofessional must have knowledge of classroom reinforcement, intervention, behavior reporting and the proper treatment of special needs students.

Reasoning Ability

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, an individual in this position will possess the ability to provide both logical and abstract solutions in standard and non-standard situations.

Interpersonal Qualities

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

*All employees must successfully pass a criminal background check.

*All employees must follow the code of conduct as outlined in the Employee Handbook.

Education & Experience

The Paraprofessional must meet one of the following requirements:

- Complete at least two years of study at an institution of higher education (equal to 60 semester hours); **or**
- Obtain an associate's degree (or higher); **or**
- Meet a rigorous standard of quality and demonstrate, through a formal state or local academic assessment:
 - Knowledge of, and the ability to assist in, instructing reading, writing and mathematics; or
 - Knowledge of and the ability to assist in, instructing reading readiness, writing readiness and mathematics readiness, as appropriate.

Physical Demands & Work Environment

In order to successfully perform the essential duties of this job, the employee would ideally be able to meet the following physical demands:

- Occasionally lift and/or move objects weighing up to 25 pounds.
- Stand and walk frequently.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Assist/lift students if necessary.
- Withstand a moderate noise level.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

SCHOOL LEADER (with Executive Director Structure)

Reports To: Executive Director

Employed By: Partner Solutions

FLSA Status: Exempt

Other Titles: Principal

Core Principles

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

Essential Duties

The School Leader is responsible for communicating the mission and purpose of the Academy to all stakeholders. An employee in this position is responsible for establishing positive relationships with students, families and staff to develop a culture that fulfills the mission of the Academy. The School Leader will select, supervise, mentor and evaluate assigned Academy staff and determine required professional development. If also acting as the instructional leader, the School Leader will interpret data and implement instructional and procedural strategies that reflect high expectations for students and staff. The School Leader is responsible for daily operations at the Academy with regard to safety, compliance and living within the approved Academy budget. Ultimately, the School Leader will demonstrate innovative ways of responding to challenges that reflect a dedication and belief that all children can succeed. In addition, the School Leader is responsible for any and all duties as assigned.

Qualifications

Supervision

Individuals in this position must be able to apply effective supervision methods. The School Leader is responsible for the supervision of all assigned employees, and ultimately the effectiveness of the Academy. Supervisory responsibilities include selecting staff, leading the staff evaluation process, developing and being faithful to procedures and plans that result in 100% compliance and positive stakeholder perception.

Planning & Implementation

An effective employee in this position will act as the Academy leader by planning, evaluating and recommending goals and objectives for all assigned staff. In addition, the School Leader must provide leadership in curriculum, instruction, administration, school improvement and professional development. An employee in this position is responsible for overseeing the development of all programs within the Academy and guarantees they are carried out with fidelity.

Knowledge & Expertise

Qualified employees in this position will possess and continuously build knowledge of all aspects of school reform and improvement. The School Leader will actively seek to increase and apply their knowledge of curriculum development, training design, metrics for evaluation, analysis of student achievement data and research on effective pedagogy. The School Leader must be able to provide classroom observation and feedback regarding the execution of the curriculum. An employee in this position must be comfortable working with all business related documents including budget, compliance, student records and any other supplemental documents.

Reasoning Ability

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, an individual in this position will possess the ability to provide both logical and abstract solutions in standard and non-standard situations. An employee in this position will evidence this quality through mission-driven, research-based decision making.

Interpersonal Qualities

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and other administration to problem solve.

*All employees must successfully pass a criminal background check.

*All employees must follow the code of conduct as outlined in the Employee Handbook.

Education & Experience

To the extent this position is deemed to be an administrator of instructional programs (including the supervisor of certified teachers) and/or a chief business official, this position is required to meet one of the following: (1) if the individual held a school administrator position before January 4, 2010, then evidence of maintaining continuing education is required; or (2) if the individual was hired as a school administrator after January 4, 2010, then either: (a) an Administrator Certificate is required; OR (b) enrollment in a Michigan Department of Education (“MDE”)-approved Principal Preparation Program within 6 months of employment (and completion within 3 years) is required.[Public Act 205 section 380.1246].

Physical Demands & Work Environment

In order to successfully perform the essential duties of this job, the employee would ideally be able to meet the following physical demands:

- Occasionally lift and/or move objects weighing up to 25 pounds.
- Stand and walk frequently.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Withstand a moderate noise level.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

SPECIAL POPULATION PERSONNEL

Reports To: Executive Director

Employed By: Partner Solutions

FLSA Status: Exempt

Other Titles: School Social Worker, Occupational Therapist, Physical Therapist, Certified Occupational Therapist Assistant, School Psychologist, Speech-Language Therapist, Academically Gifted Consultant, Montessori Consultant, Montessori Coach

Core Principles

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

Essential Duties

The successful Special Population Personnel employee provides support for students across a variety of areas, including behavior, rehabilitation, counseling and therapy. The Special Population Personnel employee provides confidentiality for students and parents. In addition, the successful Special Population Personnel employee will work as a consultant to parents, teachers and administration in regard to learning styles and behavior modification techniques. The Special Population Personnel employee will work to reinforce positive student behavior, counsel students as necessary and promote maximum student achievement, especially for disabled students. In addition, the Special Population Personnel employee is responsible for all other duties as assigned.

Qualifications

Supervision

Individuals in this position must be able to apply effective supervision methods. When necessary, the Special Population Personnel employee may be required to supervise students or facilitate meetings.

Planning & Implementation

An effective employee in this position will possess the ability to provide leadership, initiative, support and assistance with student related functions. The Special Population Personnel employee must possess exceptional planning and organization skills, as well as a high level of confidentiality. The Special Population Personnel employee should assist in the planning and implementation of student development.

Knowledge & Expertise

Qualified employees in this position will possess knowledge of behavior modification techniques, rehabilitation, learning styles, behavior analysis, child development and data

analysis. The Special Population Personnel employee must also be able to manage a variety of documents while maintaining legality and confidentiality. In addition, the Special Population Personnel employee must possess the ability to implement programs that promote advanced learning and development at the individual level. The Special Population Personnel employee should possess expertise in behavioral intervention, rehabilitative programs and reinforcement techniques. In addition, the Special Population Personnel employee should have knowledge in the assigned areas of psychology, counseling, education, training, child development or therapy.

Reasoning Ability

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, an individual in this position will possess the ability to provide both logical and abstract solutions in standard and non-standard situations.

Interpersonal Qualities

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

*All employees must successfully pass a criminal background check.

*All employees must follow the code of conduct as outlined in the Employee Handbook.

Education & Experience

- A School Social Worker must possess a master's degree in social work. In addition, A School Social Worker must have a Limited Master Social Worker ("LMSW") License or Master Social Worker ("MSW") License. If in possession of a LMSW License, the School Social Worker must pass a comprehensive exam within six years to obtain a MSW License. If applicable, approval via the Office of Special Education Services may be required.
- A School Psychologist must possess a valid Michigan School Psychologist Certificate or a Preliminary School Psychologist Certificate.
- An Occupational Therapist must possess a valid Michigan Occupational Therapist Certificate.
- A Physical Therapist must possess a Doctorate of Physical Therapy ("DPT") degree. In addition, a Physical Therapist must successfully complete the national physical therapy licensure examination.
- A Speech-Language Pathologist must possess a master's degree in speech-language pathology from an accredited institution. In addition, a Speech-Language Pathologist must possess a Certificate of Clinical Competency from the American Speech-Language-Hearing Association.

Physical Demands & Work Environment

In order to successfully perform the essential duties of this job, the employee must be able to meet the following physical demands:

- Occasionally lift and/or move objects or individuals weighing up to 75 pounds.
- Stand and walk frequently.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Withstand a moderate noise level.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

TEACHER

Reports To: School Leader/Executive Director

Employed By: Partner Solutions

FLSA Status: Exempt

Other Titles: Resource Room Teacher, Lead Teacher, Intervention Teacher, Online Facilitator Teacher, Special Education Teacher, Substitute Teacher, Success Coach and all other subject or grade level teachers

Core Principles

Employees of Partner Solutions are dedicated to the mission of student and Academy success. The employees understand and contribute to building a culture that is driven by a belief and a desire that every child deserves a high quality, safe and orderly school where students and families are held in the highest regard. In every location, every position supports one another, works collaboratively to solve problems, demonstrates a willingness to improve and aspires to play an integral role in fulfilling the goals of education reform. All employees work in collegial environments that prize innovation and a solution oriented frame of mind to meet and exceed the goals of Partner Solutions.

Essential Duties

Teachers are members of a professional community, where they work collaboratively to promote high expectations and academic growth. Teachers are dedicated to the mission of the Academy by participating in professional development and applying it to their classrooms. Exceptional Teachers demonstrate a solution-oriented approach to challenges, are reflective and work to understand and use best practices to continuously improve instruction and increase student achievement. Teachers are responsible for implementing the Academy curriculum, participating in its revision, developing assessments and monitoring student progress and for maintaining positive home-Academy relationships.

Special Education Teachers are responsible for promoting a positive learning environment for students with disabilities. Special Education Teachers must modify instructional techniques in order to enhance learning for all students. In addition, Special Education Teachers are responsible for collaboration, participation in professional development and continuous improvement of instructional practices. Special Education Teachers are responsible for tracking the progress of students with disabilities and communicating progress with parents.

Qualifications

Supervision

Individuals in this position must be able to apply effective supervision methods. Teachers will be responsible for the supervision of students. Supervisory responsibilities include establishing respectful routines and procedures that maximize learning by establishing a safe and orderly environment and overseeing all classroom activities. Teachers may also participate as supervisors in Teacher led school improvement activities.

Planning & Implementation

An effective employee in this position will assist in the creation of an instructional plan based on student needs in coordination with the published education program. In addition, the Teacher must implement instructional strategies as expected and described by administration and leadership. The Teacher is responsible for researching and employing instructional methods and carrying out practices required for student success.

Knowledge & Expertise

Qualified employees in this position will possess knowledge of curriculum development and metrics for evaluation. The Teacher must be an expert in instructional implementation and be committed to a reflective, solutions-oriented approach to continuous school improvement. Excellent Teachers understand and expect to be exemplars of life-long learning. The Teacher must possess a high level of knowledge and expertise in their specific subject matter. The Teacher must execute a variety of instructional techniques.

Reasoning Ability

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. Teachers possess the intellectual capacity and agency to affect student achievement and positive Academy change. In addition, the Teacher will possess the ability to provide both logical and abstract solutions in standard and non-standard situations.

Interpersonal Qualities

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, Partner Solutions, the community and the Academy Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

*All employees must successfully pass a criminal background check.

*All employees must follow the code of conduct as outlined in the Employee Handbook.

Education & Experience

- The Teacher must possess a valid State of Michigan Teaching Certificate, or permit, with the appropriate endorsement(s) for all subject area(s) being taught. In addition, they must possess evidence of meeting highly qualified requirements, as defined by No Child Left Behind, if applicable.
- The Physical Education Teacher must complete concussion training prior to beginning their assignment.
- The Science Teacher must complete Hazardous Materials Training prior to beginning their assignment.

Physical Demands & Work Environment

In order to successfully perform the essential duties of this job, the employee would ideally be able to meet the following physical demands:

- Occasionally lift and/or move objects weighing up to 25 pounds.
- Stand and walk frequently.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Withstand a moderate noise level.
- Assist/lift students, as necessary.

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

SERVICES AGREEMENT

This Services Agreement (the “Agreement”) is made and entered into as of July 1, 2020 by and among **CS PARTNERS, LLC**, a Michigan limited liability company (“CS Partners”), **CSP MANAGEMENT INC.**, a Michigan corporation d/b/a “**PARTNER SOLUTIONS FOR SCHOOLS**” (“Partner Solutions” and together with CS Partners, collectively “CSP”), and **AMERICAN MONTESSORI ACADEMY**, a Michigan public school academy (the “Academy”) formed under Part 6(A) of the Revised School Code (the “Code”), as amended.

CS Partners and Partner Solutions are jointly responsible for providing the Services under this Agreement.

The Academy has been issued a contract (the “Contract”) by the **BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS** (the “Authorizer”) to organize and operate a public school academy. The Authorizer is the statutory authorizing body. The Code and the Contract permit a public school academy to contract with persons and entities for the operation and management of the public school academy.

The Academy and CSP desire to create an enduring educational partnership whereby the Academy and CSP will work together to develop and bring about systems of educational excellence and services to the Academy based on CSP’s vision of school design, CSP’s management principles, the Educational Program (defined below), and the educational goals and curriculum adopted by the Board of Directors of the Academy (the “Board”).

THEREFORE, the parties hereby agree as follows:

ARTICLE I **Relationship of the Parties and Other Matters**

Section 1. Authority. The Academy represents that (a) it is authorized by law to contract with a private entity for the provision of management and operational services to the Academy, (b) it has been issued a Contract from the Authorizer to organize and operate a public school academy, (c) it is authorized by the Authorizer to supervise and control the Academy, and (d) it is vested with all powers necessary or desirable for carrying out the Educational Program (defined below) contemplated in this Agreement.

To the extent permitted by law, the Academy hereby authorizes and grants to CSP the necessary authority and power to perform under this Agreement. No provision of this Agreement shall interfere with the Board’s statutory, contractual, and fiduciary responsibilities, nor shall any provisions of this Agreement be construed so as to prohibit the Academy from acting as an independent, self-governing public body.

Section 2. Services; Educational Program. The parties agree that CSP, to the extent permitted by and in conformity with the Contract and applicable laws, shall provide all labor, materials, and supervision necessary for the provision of the management and operational services

to the Academy contemplated by this Agreement as specifically set forth on the attached Exhibit A (the “Services”).

CSP shall provide Services to the Academy so the Academy can carry out the educational program, curriculum, method of pupil assessment, admissions, policy and criteria, school calendar and school day schedule, and age and grade range of pupils to be enrolled, educational goals and methods to be used to monitor compliance with performance of targeted educational outcomes, as previously adopted by the Board and as included in the Contract (collectively, the “Educational Program”).

Section 3. Compliance with Academy’s Contract. CSP 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.

Section 4. Relationship of the Parties. CSP is not a division or any part of the Academy. The Academy is a corporate and governmental entity authorized under the Code. The Academy is not a division or any part of CSP. The relationship between the parties hereto was developed and entered into through arms-length negotiation and is based solely on the terms of this Agreement.

Section 5. CSP as Independent Contractor; Agency. The parties to this Agreement intend that the relationship of CSP to the Academy is that of an independent contractor, and not an employee of the Academy. No agent or employee of CSP shall be determined to be an agent or employee of the Academy, except as expressly acknowledged, in writing, by the Academy. Notwithstanding the foregoing, CSP and its employees are hereby irrevocably designated as “School Officials” having a legitimate educational interest such that they are entitled to access educational records under the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. §1232g and its implementing regulations during the Term of this Agreement (defined below). CSP shall promulgate and recommend to the Board policies and administrative guidelines sufficient to implement this Section.

During the Term of this Agreement, the Academy may disclose confidential data and information to CSP, and its respective officers, directors, employees and designated agents to the extent permitted by applicable law, including without limitation, the Family Educational Rights and Privacy Act (“FERPA”), 20 USC §1232g, 34 CFR 99; the Individual with Disabilities Education Act (“IDEA”), 20 USC §1401 et seq., 34 CFR 300.610 -300.626; Section 504 of the Rehabilitation Act of 1973, 29 USC §794a, 34 CFR 104.36; the Michigan Mandatory Special Education Act, MCL 380.1701 et seq.; the American with Disabilities Act, 42 USC §12101 et seq.; the Health Insurance Portability and Accountability Act (“HIPAA”), 42 USC 1320d -13200d-8; 45 CFR 160, 162 and 164; Privacy Act of 1974, 5 USC §552a; and the Michigan Social Security Number Privacy Act, MCL 445.84.

CSP will be solely responsible for its acts, the acts of its agents, employees, and those subcontractors who are contracted through CSP. If CSP receives information that is part of a

pupil's education records from any source as permitted under the Code, CSP shall not sell or otherwise provide the information to any other person except as provided under MCL 380.1136.

Section 6. No Related Parties or Common Control. The parties hereby agree that none of the voting power of the governing body of the Academy or the Board will be vested in CSP or its directors, members, managers, officers, shareholders, or employees. Further, the Academy and CSP are not, and shall not become: (a) members of the same controlled group, as that term is defined in the Internal Revenue Code of 1986, as amended (the "IRS Code"); or (b) related persons, as that term is defined in the IRS Code.

Section 7. Personnel Responsibility. CSP has the ultimate authority to select, discipline and transfer personnel, consistent with applicable laws and is the sole employer of such personnel. The School Leader (as defined below) shall be responsible for approving and submitting appropriate hours-worked reports for all hourly employees. Evaluation and compensation systems shall comply with all applicable laws.

Section 8. School Leader. CSP shall identify and appoint a School Leader, with advisory input from the Board, to oversee the management, operation and performance of the Academy, including the Educational Program at the Academy (the "School Leader"). The School Leader will hold all required certifications as required by the Code. The School Leader will be an employee of CSP Management, who may be disciplined and/or terminated by CSP in its sole discretion. The School Leader will serve as the on-site supervisor to Staff. The School Leader, in consultation with CSP, will select and hold accountable all staff in Leadership Team positions. The School Leader shall be responsible for supervising and managing the educational program and instruction of students. CSP will have the authority, consistent with applicable laws, to select and supervise the School Leader and to hold the School Leader accountable for the success of the Academy. CSP shall notify the Board prior to the termination of the School Leader.

If the Board becomes dissatisfied with the performance of the School Leader, it shall state the causes of such dissatisfaction in writing and deliver it to CSP. CSP shall have a reasonable period of time to remedy the dissatisfaction; however, if it cannot remedy the dissatisfaction, CSP shall remove and replace the School Leader at the Academy as soon as practicable. Additionally, it is agreed that any dissatisfaction of the Board shall be reasonable in nature and related specifically to the duties and responsibilities of the School Leader at the Academy.

Section 9. Teachers and Staff. CSP will provide administrative support to the School Leader to obtain resumes and credential information for staff at the Academy. CSP will empower the School Leader with the authority to select and hold accountable the teachers and support staff for the operation of the Academy. After qualified staff are selected by the School Leader, CSP will onboard and provide additional administrative support to the School Leader. Teachers employed by CSP are not eligible for purposes of continuing tenure under MCL §38.71 et seq.

Section 10. Criminal Background Checks. CSP agrees that it shall not assign any of its employees, agents or other individuals to perform any services under this Agreement except as permitted under Sections 1230, 1230a, 1230b and related provisions of the Code pertaining to criminal background and criminal conduct checks. The Academy shall require that the results of the criminal background check are received, reviewed, and used (subject to a verification process)

by the Academy's Authorized User acting on behalf of the Academy and/or the Board, only as permitted by law to evaluate the qualifications of the individual for his/her assignment.

Section 11. The Board. The Board is the governing body with oversight responsibilities over the Academy. The parties acknowledge that throughout this Agreement the term "Board" and the term "Academy" are sometimes used interchangeably in some sections for the sole purpose of readability based on the nature and subject-matter of the article/section. This Agreement must be approved by the Board and executed by a duly authorized member of the Board (on behalf of the Academy), and by so executing this Agreement the Board acknowledges and accepts all obligations and responsibilities related to the Board as set forth in this Agreement.

Section 12. Availability of Funds. Notwithstanding any other term or provision in this Agreement to the contrary, CSP shall not be, directly or indirectly, liable to any third party for any cost or expense incurred by the Academy, and CSP shall only be required to perform its responsibilities under this Agreement to the extent that CSP has received such revenues from the Academy pursuant to the terms of this Agreement. CSP shall, however, remain liable to the Academy for any cost it commits the Academy to without the Board's approval in the event such cost is beyond the amount anticipated in the Academy's budget or any amendment thereto.

Section 13. Information Available to the Public. On an annual basis, CSP agrees to provide the Board with the same information that a public school is required to disclose under section 18(2) of the State School Aid Act of 1979 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 shall have the same meaning in this Agreement.

Section 14. Non-Compete Agreement. CSP agrees that it shall not impose any contractual requirement or contractual obligation on any of its employees assigned to the Academy to enter into a non-compete provision or agreement.

Section 15. Lease and Loans. If the Academy and CSP enter into a lease, execute promissory notes or other negotiable instruments, or enter into a lease-purchase agreement or other financing relationship, then such agreements must be separately documented and separately approved. In addition, all such agreements must comply with the Charter Contract and applicable law, as well as any applicable Authorizer policies.

ARTICLE II

Term

Section 1. Term. This Agreement shall be effective for the duration of the Academy's current authorizing Contract with the Authorizer, subject to earlier termination under Article VI. The Term will be for an eight (8) year period beginning July 1, 2020 and ending June 30, 2028 (the "Term"). The maximum term of this Agreement shall not exceed the term of the Academy's Contract.

ARTICLE III

Obligations of the Academy

Section 1. Good Faith Obligation. The Academy shall exercise good faith in considering CSP's recommendations relative to the Educational Program and/or the Services.

Section 2. Academy Funds. The Board shall determine the depository of all funds received by the Academy including, but not limited to, the State School Aid Grants (referenced in Article IV) and any Additional Revenue (as defined in Exhibit A). All funds received by the Academy shall be deposited in the Academy's depository account. Signatories on the Academy Board accounts shall solely be members of the Board or properly designated Academy Board employees. All interest or investment earnings on Academy accounts shall accrue to the Academy.

ARTICLE IV

Compensation and Reimbursement of Costs

Section 1. Compensation for Services. During the Term of this Agreement, the Board shall pay CSP an annual fee (the "Fee") equal to ten percent (10%) of the total Aid received from the State of Michigan, pursuant to the State School Aid Act of 1979, as amended. At no time shall the annual fee be less than \$80,000.

The Fee may also include ten percent (10%) of any Additional Revenue (as defined in Exhibit A) provided that CSP discloses that the Fee also applies to said Additional Revenue and the Board approves the same in the Academy's annual budget, or any revised budget, prior to the application of such Fee. CS Partners shall then pay CSP Management a fee directly as necessary.

The parties intend that this Agreement meet all of the applicable safe harbor conditions as set forth in Sections 5.02 through Sections 5.07 of the Revenue Procedure 2017-13. In this regard, the Academy and CSP make the following representations:

1. (A) CSP's compensation under this Agreement is reasonable compensation for services to be rendered hereunder and is not based, in whole or in part, on a share of net profits and/or a share of the net losses from the operation of the Academy or upon the disposition, damage or destruction of the Academy's property; (B) This Agreement does not pass on to CSP the burden of bearing any share of net losses from the operation of the Academy or upon the disposition, damage or destruction of the Academy's property; (C) The term of this Agreement is not greater than 30 years or 80 percent of the useful life of the Academy's school facilities currently financed with tax-exempt debt (if shorter) including all renewal options; (D) The Academy bears the risk of loss upon the disposition, damage or destruction of the Academy's property; and (E) CSP is not entitled to and will not take any federal tax position that is inconsistent with being a service provider under this Agreement to the Academy.
2. In interpreting this Agreement and in the provision of the services required hereunder, CSP shall not have any role or relationship with the Academy that, in effect, substantially limits the Academy's ability to exercise its rights and obligations under State law. As required by the Academy's Article of Incorporation and Bylaws, the Academy Board may not

include any director, officer or employee of a management company that contracts with the Academy. In furtherance of such restriction, it is agreed between the Academy and CSP that none of the voting power of the governing body of the Academy will be vested in CSP or its directors, members, managers, officers, shareholders and employees, and the Academy and CSP will not be related parties as defined in Treas. Reg. 1.150-1(b).

Section 2. Payment of Payroll Costs. Partner Solutions will invoice the Academy for all employment costs ("Payroll Costs") for Partner Solutions employees assigned to the Academy. Payroll Costs include salary, benefits, and other costs attributable to personnel employed by Partner Solutions and assigned by Partner Solutions to perform Services at the Academy under this Agreement, including but not limited to gross wages, FICA, Medicare, FUTA, SUTA, Workers' Compensation Insurance, Professional Liability Insurance, employer portions of health, dental, vision and life insurance, and 401K employer contributions (if applicable).

Partner Solutions shall be advanced funds for Payroll Costs no later than the third business day preceding each payroll date ("Payroll Date") for Partner Solutions employees assigned to perform services at the Academy under this Agreement. For purposes of this Agreement the Payroll Date shall be that date or dates established annually by Partner Solutions.

If the Payroll Cost funding is not received in full three (3) business days prior to the Payroll Date, payroll will not be processed until full payment is received from the Academy, unless prior arrangements have been made in writing between the Academy and Partner Solutions.

Section 3. Payment of Reimbursable Expenses. The Academy shall reimburse CSP for all costs reasonably incurred and paid by CSP ("Reimbursable Expenses") in providing the Services specifically related to the Academy. Reimbursable Expenses include, but are not limited to, Payroll Costs (as defined in Section 2 above) for Partner Solutions employees assigned to the Academy that are not advanced under Section 2 above, costs mandated by a governmental entity, administrative agency or court of law, e.g., payment into Michigan Public Employees Retirement System (MPERS), other expenses for equipment, software, supplies, food service, transportation, special education, psychological services and medical services.

CS Partners will invoice the Academy for reimbursement of Reimbursable Expenses with a detailed receipt of material or services provided. The Academy shall only reimburse for costs included in an annual operating budget approved by the Board or as amended during the academic year. In paying such costs on behalf of the Academy, CSP shall not charge an added fee (or mark-up). Marketing and development costs paid by or charged to the Academy shall be limited to those costs specific to the Academy program, and shall not include any costs for the marketing and development of CSP. No corporate costs of CSP shall be charged to, or reimbursed by, the Academy.

If desired, the Board may advance funds to CSP for such costs reimbursable under the Agreement before such costs are incurred (rather than reimburse CSP after the expense is incurred).

Documentation of all expenses must be reflected in the Academy Board's financial packets and presented to the Board for approval and/or ratified 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.

Section 4. Other Institutions. The Academy acknowledges that CSP may enter into agreements similar to this Agreement with other public or private educational schools or institutions (the “Institutions”). CSP shall maintain separate accounting for reimbursable expenses incurred on behalf of the Academy and for reimbursable expenses incurred on behalf of the Institutions. CSP shall only charge the Academy for expenses incurred on behalf of the Academy.

If CSP incurs reimbursable expenses on behalf of the Academy and the Institutions which are incapable of precise allocation between the Academy and the Institutions, then CSP shall allocate such expenses among the Institutions and the Academy, on a pro-rata basis, based on the number of students enrolled at the Academy and the Institutions, or the number of staff assigned to the Academy and the Institutions or upon such other equitable basis as agreed by the parties.

Section 5. Review of Budget. CSP shall propose an annual budget for the Academy to the Academy’s Chief Administrative Officer (“CAO”) and the Board. The Board shall review, revise, and timely approve the annual budget. The Academy’s CAO shall not be an employee of CSP but shall be a member of the Academy Board.

Section 6. Procurement Policies. The Board hereby retains the obligation, as provided in the Code, to adopt written policies governing the procurement of supplies, materials, and equipment for the Academy. Unless otherwise prohibited by law, CSP shall directly procure all supplies, materials, and equipment provided that CSP complies with the Code including, but not limited to, Sections 1267 and 1274 as if the Academy were making these purchases directly from a third party supplier and the Board’s written policies promulgated thereunder related to such items. CSP shall not include any added fees or charges with the cost of equipment, materials and supplies purchased from third parties.

ARTICLE V

Proprietary Information

Section 1. Academy’s Rights to Curriculum and Educational Materials. The Academy shall own, without restriction, all proprietary rights to curriculum and educational materials that: (a) are or were directly developed by the Academy and paid for with Academy funds; or (b) are or were developed by CSP at the direction of the Board using Academy funds.

Section 2. CSP’s Rights to Curriculum and Educational Materials. CSP shall own, without restriction, all curriculum, and educational materials, and all other proprietary information owned by, developed by or otherwise in the possession of CSP, except as set forth in this Article.

Section 3. Non-Disclosure of Proprietary Information; Remedy for Breach. Except as specifically required by the Code or the Michigan Freedom of Information Act, the proprietary information and materials of CSP shall be held in strict confidence by the Academy.

During the Term of this Agreement, and continuing for three (3) years thereafter, both parties hereby agree that they will not use or disclose to anyone, directly or indirectly, for any purpose whatsoever, any such proprietary information without the prior written consent of the other party.

If a party uses or discloses such proprietary information in violation of this Section 3, the disclosing party shall (a) be liable to the other party for all damages, including, but not limited to, lost profits resulting from the breach, and (b) be obligated to reimburse the non-disclosing party for its legal costs and reasonable attorney fees related to the enforcement of this Section 3.

ARTICLE VI

Termination

Section 1. Termination by CSP. CSP may terminate this Agreement prior to the end of the Term in the event the Board fails to remedy a material breach within the required time frames below.

CSP may immediately terminate this Agreement with no additional liability or responsibility upon the occurrence of the following:

1. Failure to receive compensation for Payroll Costs. For this breach only, the Academy has until the Payroll Date to fund payroll or reach an agreement with CSP on the payment of these funds;
2. Academy operations cease to exist due to, but not limited to, bankruptcy or insolvency, discontinued operations by successors and assigns, facility closure, or in the event that the Academy is required to close under Section 3 and 4 below;
3. The Academy requests a reduction in workforce greater than twenty percent (20%);
4. The Academy is a financially distressed business as set forth in the Worker Adjustment and Retraining Notification Act (WARN), 29 U.S.C. §2101, et seq. The Board shall notify CSP 90 days prior to the facility closure in order for CSP to satisfy notice requirements to staff under WARN; or
5. A determination has been made by a governmental entity, administrative agency or court of law that CSP is required to pay into MPSERS.

CSP may also terminate this Agreement with no additional liability or responsibility upon the occurrence of the events below. The Academy has thirty (30) days after notice from CSP to remedy these types of breaches:

1. The Academy makes decisions that are adverse to the Educational Program approved by the Board and personnel decisions inconsistent with the recommendations of CSP;
2. Failure by the Academy to pay the Fee;

3. Failure by the Academy to pay Reimbursable Expenses; or
4. There is a substantial and unforeseen increase in the cost of administering services of this Agreement.

Termination prior to the end of the Term shall not relieve the Academy of any financial or other obligations to CSP outstanding as of the date of termination. Failure by CSP to (a) declare a breach, (b) place the Academy on notice thereof, or (c) fail to exercise or exert any remedy available to CSP under this Agreement or applicable laws, shall not be deemed a waiver of CSP's rights and remedies whatsoever.

Notwithstanding the foregoing, CSP may terminate this Agreement without cause and without penalty to be effective upon completion of an academic year provided that CSP delivers written notice of intention to terminate to the Academy at least ninety (90) days prior to the end of the then-current academic year.

Section 2. Termination by Academy. The Academy may terminate this Agreement prior to the end of the Term in the event that CSP fails to remedy a material breach within the required time frames below.

A material breach includes, but is not limited to:

1. Material failure by CSP to reasonably account for its expenditures;
2. Material failure by CSP to pay Academy operating expenses as required under this Agreement (provided funds are available);
3. Failure by CSP to substantially follow policies, procedures, rules, regulations, or curriculum duly adopted by the Board which are not in violation of the Contract, applicable laws, or this Agreement;
4. A determination has been made by some governmental entity or administrative agency or court of law that CSP is required to participate in MPSERS; or
5. Any action or inaction by CSP that causes the Contract to be revoked, terminated, suspended or which causes the Contract to be put in jeopardy of revocation, suspension or termination, as evidenced by written notification from the Authorizer and is not cured within sixty (60) days of that notice.

CSP has ten (10) days after notice from the Academy to remedy a breach that involves the non-payment of funds for all "compensation" required for payroll (provided that CSP has received such funds from the Academy to do so) or to reach an agreement with the Academy on the payment of those funds. CSP has thirty (30) days after written notice from the Academy to remedy all other breaches. Upon expiration of this Agreement, or termination for any reason, all amounts due to CSP shall immediately become due and payable by the Academy, unless otherwise agreed in writing by CSP.

Notwithstanding the foregoing, the Academy may terminate this Agreement without cause and without penalty to be effective upon completion of the academic year provided that the Academy delivers written notice of intent to terminate to CSP at least ninety (90) days prior to the end of the then-current academic year.

Section 3. Revocation or Termination of Contract. If the Academy's Contract issued by the Bay Mills Community College Board of Regents is revoked or terminated or a new charter contract is not issued, this Agreement shall automatically terminate on the same date as the Academy's Contract is revoked, expired or terminated without further action of the parties, provided, however, that this Agreement will continue to remain in effect until the termination date set forth in Article II if (i) the Academy has entered into a subsequent Contract with a public school academy authorizing body, and (ii) this Agreement has not been terminated pursuant to Article VI.

Section 4. 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, 528, 561 of the Code, MCL 380.507; or (ii) to undergo a reconstitution pursuant to Section 507, 528, 561 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 CSP shall have no recourse against the Academy or the Authorizer Board for implementing such site closure or reconstitution.

Section 5. Change in Law. If any federal, State or local law or regulation, or court or administrative decision, or attorney general's opinion (collectively referred to in this Agreement as the "applicable laws") 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 Agreement. If the parties are unable or unwilling to successfully renegotiate the terms of this Agreement within ninety (90) days after the notice, and after making good faith efforts which shall include, but not be limited to, the use of a third party arbitrator and/or alternative dispute resolution process, the impacted party may terminate this Agreement as of the end of the then-current academic year.

Section 6. Transition. In the event of any termination prior to the end of the Term of this Agreement, CSP shall provide the Academy reasonable assistance for up to ninety (90) days to assist in the orderly transition to another service provider or to a self-managed school.

Notwithstanding the foregoing, CSP shall not be obligated to provide such reasonable assistance if the reason for the termination was the documented willful misconduct of the Academy which resulted in financial damages to CSP exceeding \$10,000, as reasonably determined by CSP.

Section 7. Personal Property upon Termination or Expiration. Upon any termination or the expiration of this Agreement, the Academy may elect (a) to purchase any personal property which has been purchased or leased from a third party solely with CSP funds, provided such purchase or lease is permitted under the purchase or lease documents relating thereto, at the fair

market, depreciated value of such personal property or (b) to return same to CSP. All personal property purchased or leased by CSP using Academy funds is and shall remain the personal property of the Academy.

Section 8. Obligations Upon Termination or Expiration. Upon any termination or the expiration of this Agreement, the parties shall remain obligated for all financial or other obligations due at the time of the termination or expiration.

After any termination or the expiration of this Agreement, and once all such obligations referenced above are satisfied, the parties shall have no further obligations to each other under this Agreement whatsoever except for the continuing obligations under (a) Article V (confidentiality and non-use/non-disclosure of proprietary information) and (b) Article VII (indemnification).

ARTICLE VII

Indemnification and Cooperation

Section 1. Indemnification of CSP. To the extent permitted by law, the Academy shall indemnify, save, and hold harmless CSP and all of its employees, officers, directors, subcontractors, and agents against any and all lawsuits and causes of action or other forms of liability that may arise out of or by reason of any noncompliance by the Academy with any agreements, covenants, warranties or undertakings of the Academy contained in or made pursuant to this Agreement, and any misrepresentations or breach this Agreement.

In addition, to the extent permitted by law, the Academy shall indemnify, save, hold harmless, and reimburse CSP for any and all legal expenses and costs associated with the defense of any such claim, demand or suit. The Academy agrees to advance to CSP all costs, actual attorneys' fees, actual experts' fees, and similarly related expenses immediately upon request so that CSP is not required to pay such expenses out of its own funds.

CSP agrees that for any claim for indemnification made by CSP, to the extent that the interests of the Academy and CSP are aligned, the parties agree to coordinate a defense to minimize the costs of such defense. To the extent the Academy shall be responsible for indemnification of CSP, the Academy shall have the right to select the attorneys of its choice and to make all decisions and in every respect control the manner in which the Academy and CSP are defended. Notwithstanding the foregoing, in no event shall the Academy indemnify CSP for the attorney fees accrued by CSP in the regular course of business.

To the extent the parties are coordinating a defense, the parties shall utilize shared counsel which shall be paid for by the Academy and no reimbursement of any costs or fee shall be necessary. The Academy may reimburse CSP for pre-approved legal expenses and costs associated with the defense of any such claim, demand, or suit which are not otherwise covered by the shared defense.

If desired, all or part of the indemnification obligations set forth in this section may be met by the purchase of insurance by the Academy. The indemnification in this Section shall also specifically apply, without limitation, to any current claims or litigation at the time this Agreement

is executed, as well as any future or additional claims or litigation regarding any prior activities of the Academy.

Section 2. Indemnification of the Academy. CSP shall indemnify, save, and hold harmless the Academy and all of its employees (if any), officers, directors, subcontractors, and agents against any and all lawsuits and causes of action or other forms of liability that may arise out of, or by reason of any noncompliance by CSP with any agreements, covenants, warranties, or undertakings of CSP contained in or made pursuant to this Agreement, and any misrepresentation or breach of this Agreement.

In addition, CSP shall indemnify, save, hold harmless, and reimburse the Academy for any and all legal expenses and costs associated with the defense of such claim, demand or suit. CSP agrees to advance to the Academy all costs, actual attorneys' fees, actual experts' fees, and such similarly related expenses immediately upon request so that the Academy is not required to pay such expenses out of its own funds.

The Academy agrees that for any claim for indemnification made by the Academy, to the extent the interests of CSP and the Academy are aligned, the parties agree to coordinate a defense to minimize the costs of such defense. To the extent CSP shall be responsible for indemnification of the Academy, CSP shall have the right to select the attorneys of its choice and to make all decisions and in every respect control the manner in which CSP and the Academy are defended. Notwithstanding the foregoing, in no event shall CSP indemnify the Academy for the attorney fees accrued by the Board in the regular course of business.

To the extent the parties are coordinating a defense, the parties shall utilize shared counsel which shall be paid for by CSP and no reimbursement of any costs or fees shall be necessary. CSP may reimburse the Academy for pre-approved legal expenses and costs associated with the defense of any such claim, demand, or suit which are not otherwise covered by the shared defense.

If desired, all or part of the indemnification obligations set forth in this section may be met by the purchase of insurance by CSP. The indemnification in this Section shall also specifically apply, without limitation, to any current claims or litigation at the time this Agreement is executed, as well as any future or additional claims or litigation regarding any prior activities of CSP.

Section 3. Indemnification for Negligence. To the extent permitted by law, each party to this Agreement shall indemnify and hold harmless the other, and their respective boards of directors, partners, officers, employees, agents, and representatives, from any and all claims and liabilities which they may incur and which arise out of the negligence of the other party's trustees, directors, officers, employees, agents, or representatives.

Section 4. Immunities and Limitations. The Academy may assert all immunities and statutory limitations of liability in connection with any claims arising under this Agreement.

Section 5. Responsibility of Academy. The Academy will be solely and entirely responsible for its acts and omissions and for the acts and omissions of the Academy's agents and employees (if any) in connection with the performance of the Academy's responsibilities under this Agreement; provided, however, that nothing in this Agreement is intended, nor will be

construed, as a waiver of the governmental immunity provided to the Academy and its incorporators, board members, officers, employees, and volunteers under Section 7 of Act 170, Public Acts of Michigan, 1964, as amended, MCL 691.1407. If CSP is made a party to any litigation involving claims arising out of or relating in any way to any alleged acts and/or omissions of the Academy or its directors, agents, or employees, the Academy will provide any reasonable assistance requested by CSP in the defense against such claims as long as such assistance does not adversely affect the Academy's ability to defend against such claims.

Section 6. Mutual Duty to Cooperate. The parties acknowledge that each party has a duty and obligation to cooperate with the other party, and further that such duty to cooperate is a material part of this Agreement. The purpose of the duty to cooperate is to enable each party to perform its obligations as efficiently as possible. The duty to cooperate shall include all areas of the business of the Academy and the Services. The duty to cooperate also includes reasonable assistance in the event of litigation or a dispute involving a party related to the Academy or the Services provided, such as provision of testimony, records and/or documents reasonably related to the litigation or dispute (which are not otherwise protected from disclosure).

Section 7. Indemnification of Authorizer. The parties acknowledge and agree that Bay Mills Community College, its Board of Regents, and its members, officers, employees, agents or representatives (collectively "Authorizer") are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, CSP hereby promises to indemnify, defend and hold harmless the Authorizer from and against all claims, demands, actions, suits, causes of action, losses, judgments, liabilities, damages, fines, penalties, forfeitures, or any other liabilities or losses of any kind whatsoever, including costs and expenses (not limited to reasonable attorney fees, expert and other professional fees) of settlement and prosecution imposed upon or incurred by the Authorizer, and not caused by the sole negligence of the Authorizer, which arise out of or are in any manner connected with the Authorizer Board's approval of the Academy's application, the Authorizer Board's consideration of or issuance of a Contract, CSP preparation for and operation of the Academy, or which are incurred as a result of the reliance by the Authorizer upon information supplied by CSP, or which arise out of CSP's failure to comply with the Contract or Applicable Law. The parties expressly acknowledge and agree that the Authorizer may commence legal action against CSP to enforce its rights as set forth in this Agreement. The Authorizer agrees that for any claim for indemnification made by the Authorizer, to the extent the interests of CSP and the Authorizer are aligned, the parties agree to coordinate a defense to minimize the cost of such defense. To the extent CSP shall be responsible for indemnification of the Authorizer, CSP shall have the right to select the attorneys of its choice and to make all decisions and in every respect control the manner in which CSP and the Authorizer are defended.

ARTICLE VIII

Insurance

Section 1. Academy Insurance. The Academy will secure and maintain general liability and umbrella insurance coverage. This coverage will include the building and related capital facilities if they are the property of the Academy. The Academy will maintain such insurance in an amount and on such terms as required by the provisions of the Contract, and naming CSP as an additional insured. The Academy will, upon request, present evidence to CSP that it maintains the

requisite insurance in compliance with the provisions of this section. CSP will comply with any information or reporting requirements applicable to the Academy under the Academy's policy with its insurer(s), to the extent practicable. Nothing in this Agreement is intended, nor shall be construed, as a waiver or relinquishment of any immunity from action or liability enjoyed by the Academy under controlling law.

Section 2. CSP Insurance. CSP will secure and maintain general liability and umbrella insurance coverage, with the Academy listed as an additional insured. CSP will maintain such policies of insurance as are required by the Contract, including the indemnification of the Academy as required by this Agreement. In the event that Authorizer requests any change in coverage, CSP agrees to comply with any change in the type or amount of coverage as requested, within thirty (30) days after notice of the insurance coverage change. CSP will, upon request, present evidence to the Academy and Authorizer that it maintains the requisite insurance in compliance with the provisions of this section. The Academy will comply with any information or reporting requirements applicable to CSP under CSP's policy with its insurer(s), to the extent practicable.

Section 3. Evidence and Notices. Each party shall, upon request, present evidence to the other that it maintains the requisite insurance as required in this Article VIII. The policies of insurance of each party shall also provide that the other party receive from the insurer(s) a minimum thirty (30) day written notice of any termination of said policies.

Section 4. Workers' Compensation Coverage. Additionally, each party shall maintain workers' compensation insurance, as required by State law, covering their respective employees, if any.

ARTICLE IX

Warranties and Representations

Section 1. Warranties and Representations of the Academy. The Academy represents to CSP that (a) it has the authority under law to execute, deliver, and perform this Agreement and to incur the obligations provided for under this Agreement, (b) its actions have been duly and validly authorized, and (c) it will adopt the necessary resolutions.

Section 2. Warranties and Representations of CS Partners. CS Partners represents and warrants to the Academy that (a) it is a Michigan limited liability company in good standing duly authorized to conduct business in the State of Michigan, (b) it has the authority under applicable laws to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement, (c) its actions have been duly and validly authorized, and (d) it will adopt any and all resolutions required for execution of this Agreement.

Section 3. Warranties and Representations of Partner Solutions. CSP Management represents and warrants to the Academy that: (a) it is a Michigan corporation in good standing duly authorized to conduct business in the State of Michigan; (b) it has the authority under applicable laws to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement; (c) its actions have been duly and validly authorized; and (d) it will adopt any and all resolutions required for execution of this Agreement.

Section 4. Mutual Representations and Warranties. Each party represents and warrants to the other party that except as disclosed in writing to the other party, to its knowledge, there are no pending actions, claims, suits, or proceedings, whether threatened or reasonably anticipated, against or affecting it, which if adversely determined would have a material adverse effect (as might be reasonably determined by the non-affected party if disclosed) on its ability to perform its obligations under this Agreement.

ARTICLE X

Alternative Dispute Resolution

Section 1. Mediation. Any and all disputes between the parties concerning 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 shall first be communicated in writing to the other party and mutually discussed between the parties with an opportunity to cure. If no resolution can be ascertained through that mutual discussion, then the matter will be submitted to mediation for resolution in Livingston County. Both parties must mutually agree upon the mediator selected and shall participate in all meetings in good faith. The mediation shall be conducted in accordance with the rules of the American Arbitration Association seated in Livingston County, Michigan, with such variations as the parties and arbitrators unanimously accept. The final decision shall be a cause decision (written explanation). The Authorizer shall be notified of said decision, and upon the Authorizer's request, the cause opinion shall be made available. The parties will share equally in the costs of the mediation including forum fees, expenses, and charges of the mediator.

Section 2. Arbitration. If the mediation does not result in a mutually satisfactory compromise, then the matter shall be resolved by arbitration, and such procedure shall be the sole and exclusive remedy for such matters. Unless the parties agree upon a single arbitrator, the arbitration panel shall consist of three (3) persons. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association seated in Livingston County, Michigan, with such variations as the parties and arbitrators unanimously accept. The arbitrators' award shall be final and binding. A judgment on the award rendered by the arbitrators may be entered in any court having appropriate jurisdiction, by any party, without the consent of the other party. The losing party shall pay the cost of arbitration, not including attorney fees. It shall be within the discretion and purview of the arbitrator or arbitration panel to award reasonable attorney fees to the prevailing party. The prevailing party shall be defined as the party who prevails in total.

A cause opinion (written explanation) shall be required as to the final decision. The Authorizer shall be notified of said decision, and upon the Authorizer's request, the cause opinion shall be made available.

ARTICLE XI

Miscellaneous

Section 1. Entire Agreement. This Agreement supersedes and replaces any and all prior written or oral agreements and understandings between the Academy and CSP regarding the

subject matter hereof. This Agreement, including Exhibit A, constitutes the entire agreement of the parties.

Section 2. Force Majeure. Notwithstanding any other sections of this Agreement, neither party shall be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, embargo, fire, explosion, sabotage, accident, labor strike, flood, terrorism, or other acts beyond its reasonable control.

Section 3. Governing Law. This Agreement and the rights of the parties hereto shall be interpreted according to the laws of the State of Michigan (the "State").

Section 4. Official Notices. All notices or other communications required by the terms of this Agreement shall be in writing and sent to the parties at the addresses set forth below. Notice may be given by certified or registered mail, postage prepaid, return receipt requested, traceable carrier or personal delivery. Notices shall be deemed to have been given on the date of personal delivery, or, if given by mail, the postmark date. Unless amended or updated in writing, the addresses of the parties hereto for the purposes of this Agreement shall be:

The Academy:	Board President American Montessori Academy 14800 Middlebelt Road Livonia, MI 48154
With a copy to:	Bob Lusk Lusk and Albertson 40950 Woodward Avenue, Suite 350 Bloomfield Hills, MI 48304
CSP:	CS Partners, LLC Partner Solutions for Schools c/o Maria Dockins 869 S. Old US 23, Suite 500 Brighton, Michigan 48114

Section 5. Assignment. This Agreement shall not be assigned (a) by CSP, without prior consent of the Board, in writing, which consent shall not be unreasonably withheld; or (b) by the Academy, without the prior consent of CSP, in writing, which consent shall not be unreasonably withheld. CSP may, without the consent of the Board, delegate the performance of but not responsibility for any duties and obligations of CSP hereunder to any independent contractor, expert or professional advisor. However, this Agreement shall not be assignable without prior notification to the Authorizer and any assignment must be done in a manner consistent with the Authorizer's Educational Service Provider Policies.

Section 6. Amendment; Effect of Headings. This Agreement may only be amended in writing, signed by a duly authorized representative of each party and in a manner consistent with the Authorizer's Educational Service Provider Policies.

The underlined headings are included for convenience of the reader, and if the underlined headings are inconsistent with the other text, the underlined text shall be disregarded.

Section 7. Tax Exempt Financing. If at any time the Academy determines that it is in the best interests of the Academy to obtain financing from the Finance Authority or any other type of financing that is tax-exempt pursuant to the Internal Revenue Code of 1986, as amended, then the parties hereby agree that this Agreement shall be automatically amended for the sole and limited purpose of compliance with IRS Revenue Procedure 2017-13, and/or its progeny. Any such automatic amendment shall be as limited as practicable, and the parties shall promptly execute a written agreement reflecting such amendment, but the failure of the parties to do so shall not affect the effectiveness of the automatic amendment referenced above; provided, however, that any such amendment shall be consistent with the Authorizer's Educational Service Provider Policies.

Section 8. Waiver. No waiver of any portion of this Agreement shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly stated in writing.

Section 9. Severability. The invalidity of any portion or term of this Agreement shall not affect the remaining portions or terms of this Agreement. In the event a portion or a term of this Agreement is deemed invalid, the parties shall cooperatively work together to modify the invalid portion or term as minimally as possible to cure the invalidity, while at all times preserving the spirit and purpose of the applicable portion or term.

Section 10. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

Section 11. No Third Party Rights. This Agreement is made for the sole benefit of the Academy and CSP. Except as otherwise expressly provided herein, nothing in this Agreement shall create or be deemed to create a relationship between the parties, or either of them individually with any third person, third party beneficiary, fiduciary, or the Authorizer.

Section 12. Survival of Termination. All representations, warranties, indemnities, and non-disclosures/confidentiality obligations made in this Agreement shall survive any termination or expiration of this Agreement without limitation.

Section 13. Delegation of Authority; Compliance with Laws. Nothing in this Agreement shall be construed as delegating to CSP any of the powers or authority of the Board which are not subject to delegation by the Board in accordance with the Contract and all applicable laws. The parties agree to comply with all applicable laws.

Section 14. Governmental Immunity. This Agreement shall not restrict the Academy Board from waiving its governmental immunity or require the Academy Board to assert, waive or not waive its governmental immunity.

Section 15. Execution. The parties may execute this Agreement by facsimile or in counterparts. A facsimile or photographic copy of this Agreement may be relied upon by either party, or any third party, as if it were an original signature copy. If this Agreement is executed in counterparts, the separate counterpart signature pages shall be combined and treated by the parties, or any third party, as if the separate counterpart signature pages were part of one original signature copy.

Section 16. Review by Independent Counsel. The parties agree that each has reviewed, or had the opportunity to review, this Agreement with its own independent legal counsel prior to the execution of this Agreement.

Section 17. Limitation of Liability. EXCEPT FOR AMOUNTS EXPRESSLY DUE AND OWING UNDER THIS AGREEMENT, EACH PARTY'S TOTAL LIABILITY TO THE OTHER AND ANY THIRD PARTIES UNDER OR ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNTS PAID OR DUE AND OWING BY THE ACADEMY TO CSP HEREUNDER. THIS LIMITATION DOES NOT APPLY TO ANY AMOUNTS OWED PURSUANT TO A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT. CSP'S TOTAL LIABILITY TO THE ACADEMY UNDER OR ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNTS PAID OR DUE AND OWING BY THE ACADEMY TO CSP HEREUNDER.

[Signature Page Follows]

The undersigned hereby execute this Agreement as of the date set forth first above.

The Academy:

AMERICAN MONTESSORI ACADEMY, a
Michigan public school academy

By: _____

Its: Board President

CSP:

CS PARTNERS, LLC, a Michigan
limited liability company

By: _____

Maria Dockins

Its: CEO

CSP MANAGEMENT INC., a Michigan
Corporation d/b/a **PARTNER SOLUTIONS FOR
SCHOOLS**, a Michigan corporation

By: _____

Maria Dockins

Its: President

Exhibit A
to
SERVICES AGREEMENT

The purpose of this Exhibit A is to set forth and define the Services to be provided by CSP pursuant to the Agreement.

**EDUCATIONAL MANAGEMENT SERVICES
TO BE PROVIDED BY CS PARTNERS, LLC**

A. CSP shall implement the Educational Program (defined in Article I, Section 2 of the Agreement). Modification of the Educational Program as provided in the Contract may only occur with the prior written consent of the Board and, if required, an amendment to the Contract which requires Authorizer approval.

B. CSP may perform functions other than Instruction, including but not limited to purchasing, professional development and administrative functions off-site (i.e., not on the Academy property), unless prohibited by applicable laws. Student records, which are the property of the Academy, and books and records of the Academy, shall be maintained by CSP and available at the Academy's site.

C. Although the Board shall be responsible for establishing and implementing recruitment admission policies in accordance with the Educational Program and the Contract, CSP shall enroll students for the Academy in accordance with such policies provided that said policies are in compliance with the Contract and applicable laws.

D. CSP shall provide student due process hearings in compliance with all applicable laws, to an extent consistent with the Academy's own obligations as to students only (and not as to faculty). The Board hereby retains the right to provide due process, as required by law, if desired.

E. CSP shall administer and provide the Educational Program in a manner which shall meet the requirements imposed under the Contract and applicable laws, unless such requirements are waived. The Academy hereby agrees to interpret State and local regulations within the confines of applicable law in order to give CSP flexibility and freedom to implement the Educational Program in CSP's desired manner.

F. In order to supplement and enhance the School Aid payments received from the State of Michigan, and improve the quality of education at the Academy, CSP may assist the Academy's efforts to obtain revenue from other sources (the "Funding Sources"), and in this regard:

1. the Academy and/or CSP with prior approval of the Board may solicit and receive grants and donations in the name of the Academy from various funding sources consistent with the mission of the Academy;
2. the Academy and/or CSP with prior Board approval may apply for and receive grant money in the name of the Academy from various funding sources;

3. to the extent permitted under the Code and Contract, and with the approval of the Board, CSP or the Academy may charge fees to students for extra services, such as summer and after-school programs, athletics, etc., and charge non-Academy students who participate in such programs; and
4. all funds received by the Academy from such other revenue sources (generally, the “Additional Revenue”) shall inure to and be the deemed property of the Academy (however, as provided in the Article IV, Section 1 of the Agreement, the Fee may apply against all such Additional Revenue).

G. CSP may subcontract any and all aspects of the Services. However, CSP shall not subcontract the management, oversight, or operation of the teaching and instructional aspects of the Services (the “Instruction”), except as specifically permitted in this Agreement, or with prior written approval of the Board.

H. CSP shall not act in a manner which will cause the Academy to be in breach of its Contract with the Authorizer.

I. CSP shall provide reasonably requested or expected information to the Board on a monthly basis, or upon the Board’s reasonable request, to enable the Board to monitor CSP’s performance under this Agreement.

BUSINESS/FINANCE SERVICES TO BE PROVIDED BY CS PARTNERS, LLC

J. CSP shall be directly accountable to the Board for the administration, operation, and performance of the Academy in accordance with the Contract. CSP’s obligation to provide the Services is expressly limited by the budget approved by the Board pursuant to the terms of this Agreement. The Services shall be funded by the Academy budget, and neither CSP nor the Academy shall be permitted to expend Academy funds on the Services in excess of the amount set forth in the Academy Budget.

K. CSP via the School Leader shall implement pupil performance evaluations consistent with the Educational Program, which permit evaluation of the educational progress of each Academy student. CSP shall be responsible for and accountable to the Board for the performance of students who attend the Academy. At a minimum, CSP shall utilize assessment strategies required by the Educational Program. The Academy and CSP will cooperate in good faith to identify other measures of and goals for students and school performance.

L. CSP via the School Leader shall plan and supervise special education services to students who attend the Academy. CSP or the Academy may contract these services if it determines that it is necessary and appropriate for the provision of services to students with special needs, or if instruction cannot be met within the Academy’s program. Such services shall be provided in a manner that complies with applicable laws.

M. CSP via the School Leader shall be responsible for all of the management, operation, administration, and education at the Academy which includes, but is not limited to:

1. implementation and administration of the Educational Program and the selection and acquisition of instructional materials, equipment and supplies;
2. management of all personnel functions, including professional development for all instructional personnel and the personnel functions outlined in this Agreement;
3. all aspects of the business administration (as determined and as generally understood in the industry) of the Academy as agreed between CSP and the Board;
4. any function necessary or expedient for the administration of the Academy consistent with the Educational Program, or otherwise approved by the Board.

N. Except as otherwise provided in this Agreement, CSP shall keep all student and financial records relating to the Academy available at the Academy site, and the same shall be available for public inspection upon reasonable request consistent with applicable laws. All student, educational and financial records pertaining to the Academy will remain the property of the Academy and such records are subject to the provisions of the Michigan Freedom of Information Act. All Academy records shall be physically or electronically available, upon request, at the Academy's physical facilities. If CSP receives information that is part of a pupil's education records from any source as permitted under the Code, CSP shall not sell or otherwise provide the information to any other person except as provided under MCL 380.1136. Except as permitted under the Contract and applicable law, CSP shall not restrict the Authorizer's or the public's access to the Academy's records. All records shall be kept in accordance with applicable state and federal requirements.

O. CSP shall provide the Board with:

1. a projected annual budget prior to July 1st of each school year, related to the Services in accordance with the Contract and the Educational Program which budget shall include a budget reserve amount as determined by the Board;
2. detailed monthly statements (or as requested by the Board) no more than thirty (30) days after month's end. Financial statements will be provided prior to each Board meeting to allow time for all Board members to review the information prior to the meeting. These financial statements shall include: a balance sheet, a statement of revenues, expenditures and changes in fund balance at object level detail with comparison of budget-to-actual and explanations of variance, and a cash flow statement. These statements shall include all revenues received, from whatever source, with respect to the Academy, and detailed budgets with statements of all direct expenditures (with details) for the Services rendered to or on behalf of the Academy, whether incurred on-site or off-site;
3. facilitate the annual audit in compliance with applicable laws showing the manner in which funds are spent at the Academy, however, it is acknowledged that only the Academy shall select and retain independent auditors and the Academy shall contract directly with any auditor of its choice, and CSP will cooperate with the production of any and all documents necessary for the audit. Any such audit shall be the property of the Academy; and
4. other information as reasonably requested by the Board to enable the Board to monitor CSP's performance under the Agreement.

**HUMAN RESOURCES SERVICES
TO BE PROVIDED BY
PARTNER SOLUTIONS**

P. CSP shall work with the School Leader to recommend staffing levels to the Board, and select, evaluate, assign, discipline and transfer personnel, consistent with applicable laws, and consistent with the parameters adopted and included within the Academy's budget and the Educational Program.

Q. As set forth in the Agreement, CSP shall identify and appoint a School Leader and if applicable, members of a Leadership Team to administer the Educational Program at the Academy (the "School Leader"). The School Leader will be an employee of CSP.

R. CSP shall work with the School Leader to provide the Academy with such teachers, qualified in the applicable grade levels and subjects approved by the Board and consistent with the Contract and applicable law. CSP shall ensure that the curriculum taught by the Academy's teachers is the curriculum set forth in the Contract. Such teachers may also provide instruction at the Academy on a full or part time basis. If assigned to the Academy on a part-time basis, such teachers may also provide instruction at another institution, or other locations approved by CSP. Each teacher assigned to the Academy shall meet and maintain all necessary requirements as established by the Michigan Department of Education, the Authorizer, and State and federal law.

S. CSP shall work with the School Leader to provide the Academy with such support staff, qualified in the areas required. The parties anticipate that such support staff may include clerical staff, administrative assistants, bookkeeping staff, maintenance personnel, and the like. Such support staff may, in the discretion of CSP, provide services at the Academy on a full or part-time basis. If assigned to the Academy on a part-time basis, said support staff may also provide services at another institution, or other locations approved by CSP.

T. Since, except as specified in this Agreement, all teaching, support staff and other non-teaching personnel performing functions on behalf of the Academy, shall be employees of CSP, compensation of all employees of CSP shall be paid by CSP upon receipt of funds from the Academy. For purposes of the Agreement and this Exhibit, "compensation" shall include salary and benefits. Evaluation and compensation systems administered by CSP shall comply with all applicable laws, including Sections 1249, 1249a, 1249b and 1250 of the Revised School Code and any successor statute that is substantially similar to Sections 1249, 1249a, 1249b and 1250. CSP shall pay its portion of social security, unemployment, and any other taxes required by law to be paid on behalf of its employees assigned to the Academy. Unless required by applicable laws, CSP shall not make payments to the Michigan Public School Employees' Retirement System or any other public retirement system on behalf of its employees.

U. Partner Solutions will complete and sign all necessary 401K regulatory and plan documents for its employee benefits plan as required by law and as fiduciary agent of the plan.

CONTRACT SCHEDULE 6

PHYSICAL PLANT DESCRIPTION

PHYSICAL PLANT

Physical Plant Description	6-1
A. Middlebelt Site.....	6-3
Site Plan	6-3
Floor Plan	6-4
Occupancy Agreement	6-6
Purchase Agreement	6-7
B. Joy Road Site.....	6-28
Floor Plan	6-28
Site Plan	6-33
Occupancy Agreement	6-34
Purchase Agreement	6-35

PHYSICAL FACILITIES ACKNOWLEDGMENT

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 addresses of the proposed sites and physical plant (the “Proposed Site”) of American Montessori Academy (“Academy”) are as follows:

A. Middlebelt Site

Address #1: 14800 Middlebelt Road
Livonia, MI 48154

Configuration of Grade Levels: Pre-kindergarten through kindergarten.

Description: The Academy is a one-story brick building with a finished basement that has twelve classrooms, a multipurpose room, a reception area, four offices, two conference rooms, a kitchen, many storage rooms and restrooms.

Name of School District and Intermediate School District:

Local: Livonia Public Schools
ISD: Wayne RESA

B. Joy Road Site

Address #2: 30055 Joy Road
Westland MI, 48185

Configuration of Grade Levels: Kindergarten through eighth grade.

Description: The Academy is a one-story brick building that has no basement. It has (21) total classrooms, a library, gymnasium, cafeteria, kitchen, a large assembly room, a conference room, multiple offices and storage areas and (5) restrooms.

Name of School District and Intermediate School District:

Local: Livonia Public Schools
ISD: Wayne RESA

3. It is acknowledged and agreed that the following information about these Proposed Sites are 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. Narrative description of physical facility
- B. Size of building
- C. Scaled floor plan
- D. Copy of executed lease or purchase agreement

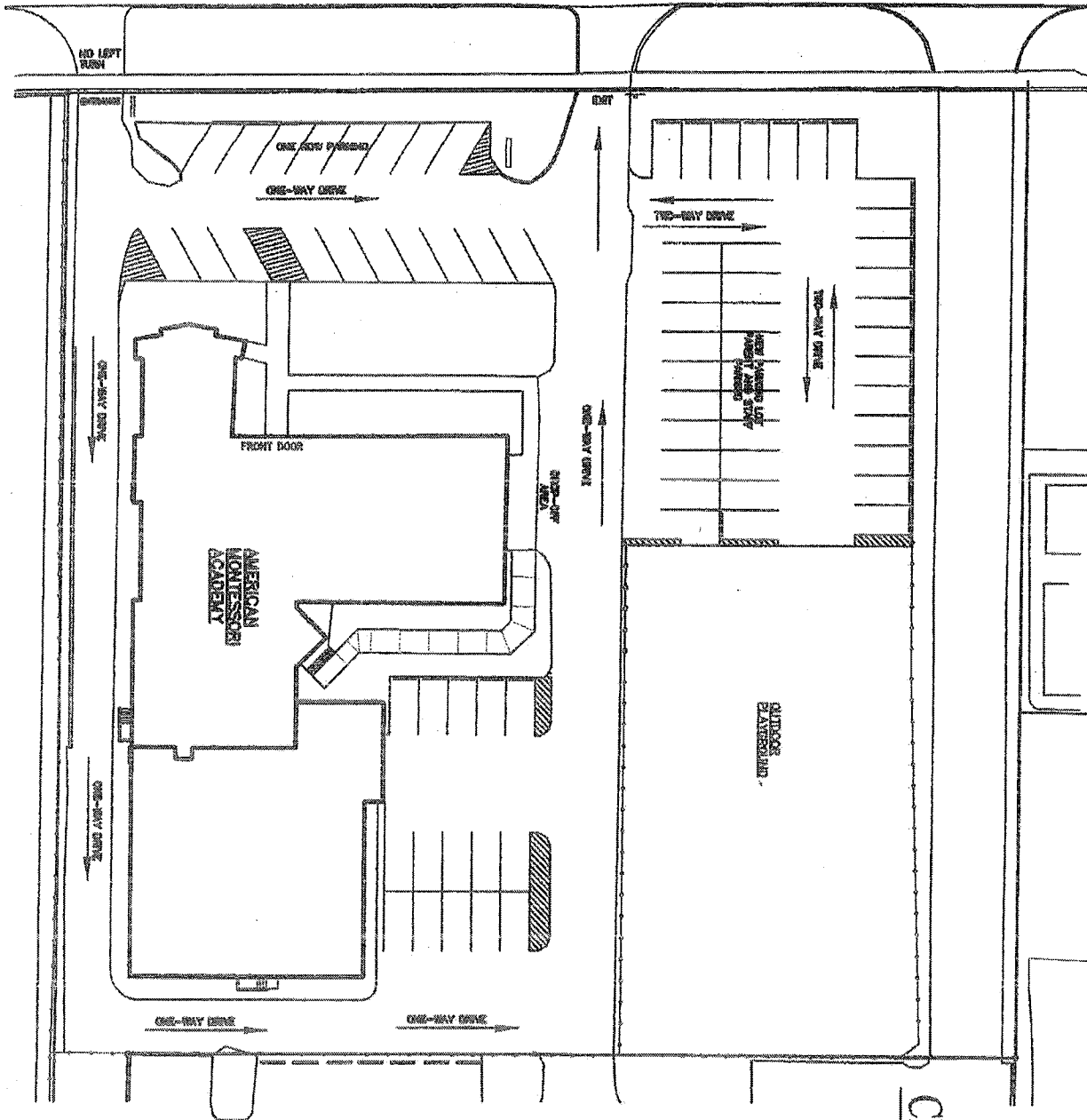
4. In addition, the Academy and the College Board hereby acknowledge and agree that this Contract is being issued to the Academy with the understanding that the Academy cannot conduct classes as a public school academy in this state until it has obtained the necessary fire, health and safety approvals for the above-described proposed physical facilities. 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 Sites described above are 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 these sites. 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.

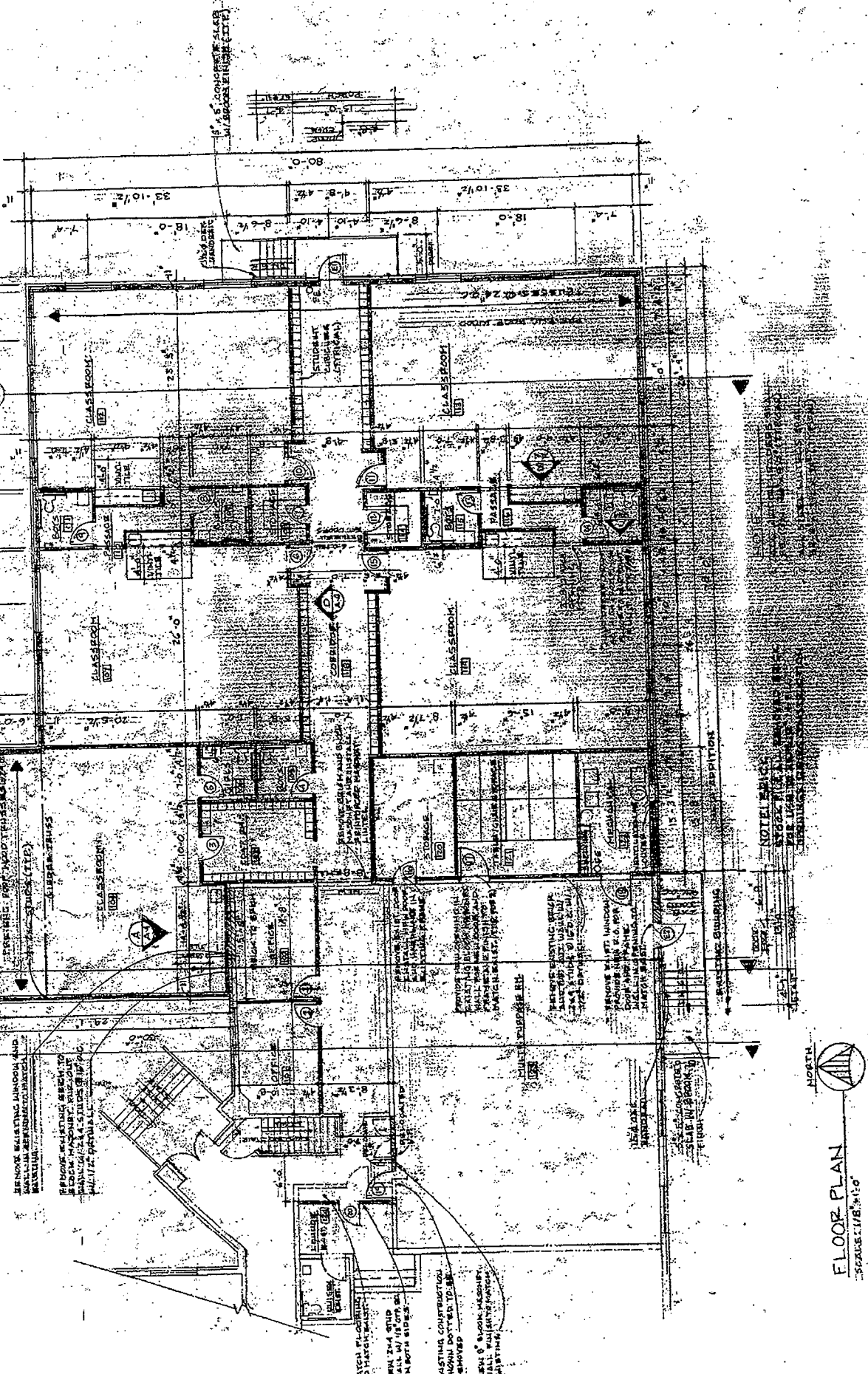
AMA Lower Elementary

MIDDLEBELT ROAD 120' WD.



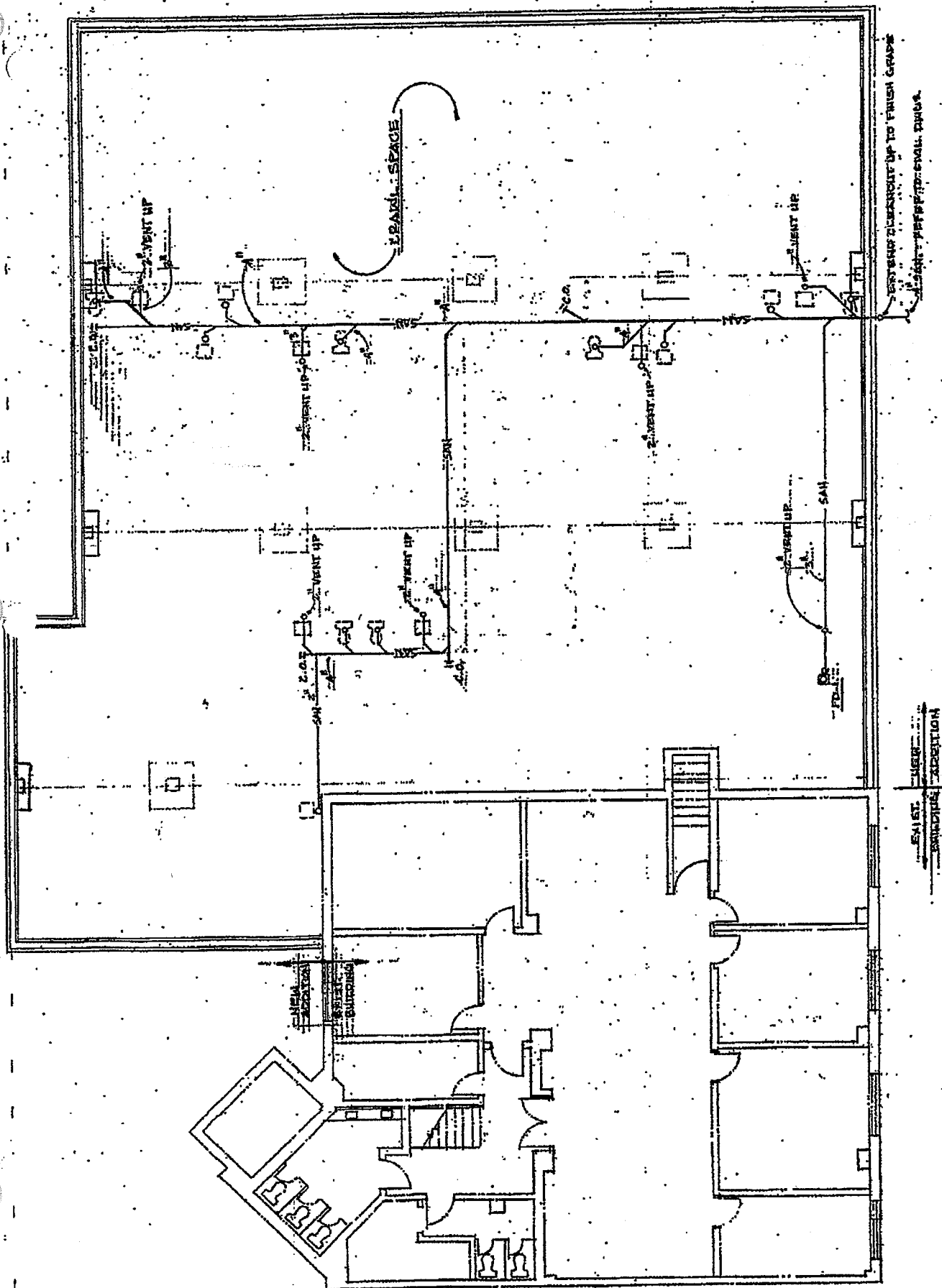
CIRCULATION PLAN





FLOOR PLAN
SCALE 1/8" = 1'-0"

AMA Lower Elementary



BASMENT PLAN

SCALE: 1/8" = 1'-0"

CERTIFICATE OF USE AND OCCUPANCY

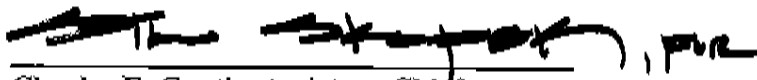
PERMANENT

**Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes/Building Division
P. O. Box 30254
Lansing, MI 48909
(517) 241-9317**

**Building Permit No. B042370
American Montessori Academy/Lower
14800 Middlebelt Road
Livonia, Michigan
Wayne 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 111.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.


**Charles E. Curtis, Assistant Chief
Building Division**

October 14, 2015

BOND PURCHASE AGREEMENT

by and among the

MICHIGAN PUBLIC EDUCATIONAL FACILITIES AUTHORITY

AMERICAN MONTESSORI ACADEMY

and

FIFTH THIRD SECURITIES, INC.

Dated: December 7, 2007

Relating to:

\$3,900,000

MICHIGAN PUBLIC EDUCATIONAL FACILITIES AUTHORITY
LIMITED OBLIGATION REVENUE BONDS
(AMERICAN MONTESSORI ACADEMY PROJECT)
SERIES 2007

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Exhibit A Certain Details of the Bonds

A-1

BOND PURCHASE AGREEMENT
\$3,900,000
MICHIGAN PUBLIC EDUCATIONAL FACILITIES AUTHORITY
LIMITED OBLIGATION REVENUE BONDS
(AMERICAN MONTESSORI ACADEMY PROJECT)
SERIES 2007

This Bond Purchase Agreement is dated December 7, 2007, and is by and among the Michigan Public Educational Facilities Authority (the "Issuer"), American Montessori Academy, a Michigan public school academy (the "Academy") and Fifth Third Securities, Inc., as underwriter (the "Underwriter").

The Underwriter hereby offers to enter into this Bond Purchase Agreement for the purchase by the Underwriter and sale by the Issuer of the Issuer's Limited Obligation Revenue Bonds specified below. This offer is made subject to acceptance by the Issuer and by the Academy prior to 5:00 o'clock p.m., Michigan Time, on the date hereof, and upon such acceptance this Bond Purchase Agreement shall be in full force and effect in accordance with its terms and shall be binding upon the Academy, the Issuer and the Underwriter.

1. Purchase and Sale.

Upon the terms and conditions and upon the basis of the representations herein set forth, the Underwriter hereby agrees to purchase from the Issuer and the Issuer hereby agrees to sell to the Underwriter all, but not less than all, of the \$3,900,000 aggregate principal amount of the Issuer's Limited Obligation Revenue Bonds (American Montessori Academy Project), Series 2007 (the "Bonds"), which are to mature, are to be subject to redemption prior to maturity and are to bear interest as set forth in Exhibit A attached hereto (the Bonds being more fully described in the Official Statement hereinafter mentioned), at an aggregate purchase price as set forth in Exhibit A. The Bonds shall be described in, and shall be issued and secured under and pursuant to, a Trust Indenture between the Issuer and The Bank of New York Trust Company, N.A., as trustee (the "Trustee"), dated as of December 1, 2007 (the "Trust Indenture") and an authorizing resolution adopted by the Issuer on October 18, 2007 (the "Authorizing Resolution"), substantially in the forms heretofore delivered to the Underwriter, with only such changes therein as shall be mutually agreed upon. The Underwriter agrees to make an initial bona fide public offering of the Bonds at the offering prices set forth in the Official Statement; however, the Underwriter may offer and sell the Bonds to certain dealers and others at prices lower than such offering prices and the Underwriter further reserves the right to change such offering prices after the initial offering as the Underwriter shall deem necessary in connection with the marketing of the Bonds. Terms not otherwise defined herein shall have the same meaning as such terms are given in the Trust Indenture.

2. Delivery at Signing.

a) The Issuer and/or the Academy shall deliver or cause to be delivered to the Underwriter promptly after the acceptance hereof:

(i) two copies of the Official Statement dated the date hereof relating to the Bonds, substantially in the form of the Preliminary Official Statement dated November 27, 2007 (as supplemented on December 6, 2007) (the "Preliminary Official Statement") with only such changes therein as shall have been accepted by the Underwriter (such Official Statement, with such changes and including the cover page and the exhibits thereto, being herein called the "Official Statement," except that, if the Official Statement has been amended between the date thereof and the date of Closing referred to in Paragraph 8 hereof, the term "Official Statement" shall refer to the Official Statement as so amended);

(ii) additional copies of the Official Statement in such quantities as the Underwriter shall designate as being required in order to satisfy the requirements of Rule 15c2-12 of the Securities and Exchange Commission promulgated under the Securities Exchange Act of 1934 (herein called the "Rule").

b) The Issuer hereby approves the Official Statement and authorizes the use, in accordance with applicable law, of copies of the Official Statement, the Authorizing Resolution, the Trust Indenture and the Financing Agreement (as defined below) in connection with the offering and sale of the Bonds, and the Academy authorizes the use, in accordance with applicable law, of copies of: (i) the Official Statement; (ii) the Trust Indenture; (iii) the Financing Agreement, dated as of December 1, 2007, by and among the Issuer and the Academy (the "Financing Agreement"). The Issuer hereby agrees to provide copies of the Official Statement in a timely fashion in order to satisfy the requirements of the Rule and in no event later than seven (7) business days after the date hereof. The Issuer and the Academy consent to the use by the Underwriter, prior to the date hereof, of the Preliminary Official Statement relating to the Bonds in connection with the public offering of the Bonds in accordance with applicable law and a legend in substantially the following form appearing on the Preliminary Official Statement:

This Preliminary Official Statement and the information contained herein are subject to completion, amendment and change without notice. These securities described herein may not be sold nor may offers to buy be accepted prior to the time the Official Statement is delivered in final form. Under no circumstances shall this Preliminary Official Statement constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Bonds in any jurisdiction in which such offer, solicitation or sale would be unlawful prior to the registration or qualification under the securities laws of any such jurisdiction. As of its date, this Preliminary Official Statement has been "deemed final" by the Issuer for purposes of SEC Rule 15c2-12(b)(1), except for omissions permitted by SEC Rule 15c2-12(b)(1).

c) The Issuer hereby deems the Preliminary Official Statement to be final as of its date, except for the omission of such information that is permitted to be omitted therefrom pursuant to the Rule.

3. Issuer's Representations and Warranties.

The Issuer makes the following representations and warranties:

a) The Issuer is and will be at the date of Closing duly organized and existing as a public body corporate and politic under and by virtue of the laws of the State of Michigan, including Executive Order No. 2002-3, compiled at §12.192 of the Michigan Compiled Laws, the Shared Credit Rating Act, Act No. 227 of the Public Acts of 1985 of the State, as amended, and the Michigan Strategic Fund Act, Act No. 270, Public Acts of Michigan, 1984, as amended (collectively, the "Enabling Legislation");

b) The Issuer has full legal right, power and authority (i) to adopt the Authorizing Resolution, (ii) to enter into this Bond Purchase Agreement, the Financing Agreement, the State Aid Agreement to be entered into by and among the Academy, the Trustee, the Issuer, the State Treasurer of the State of Michigan and Bay Mills Community College Board of Regents, as the Academy's fiscal agent dated as of December 1, 2007 (the "State Aid Agreement") and the Trust Indenture, (iii) to issue, sell and deliver the Bonds to the Underwriter as provided herein, and (iv) to carry out and consummate all other transactions contemplated by each of the aforesaid documents, and the Issuer has complied with the provisions of the Enabling Legislation in all matters relating to such transactions.

c) The Issuer has duly authorized the execution, delivery and due performance of this Bond Purchase Agreement, the Trust Indenture, the State Aid Agreement and the Financing Agreement, the delivery of the Preliminary Official Statement and the Official Statement and the taking of any such action as may be required on the part of the Issuer to carry out, give effect to and consummate the transactions contemplated by such instruments.

d) The Authorizing Resolution has been duly adopted by the Issuer and is in full force and effect and constitutes the legal, valid and binding action of the Issuer, and this Bond Purchase Agreement, the Trust Indenture, the State Aid Agreement and the Financing Agreement, when executed and delivered by the parties thereto, will constitute legal, valid and binding obligations of the Issuer, except as limited by applicable insolvency, reorganization, moratorium and similar laws in effect from time to time affecting the rights of creditors generally, and except to the extent that the enforceability thereof may be limited by application of general principles of equity.

e) When delivered to and paid for by the Underwriter at the Closing in accordance with the provisions of this Bond Purchase Agreement, the Bonds will have been duly authorized, executed, issued and delivered and, assuming due authentication, will constitute legal, valid and binding limited obligations of the Issuer, except as limited by applicable insolvency, reorganization, moratorium and similar laws in effect from time to time affecting the rights of creditors generally, of the character referred to in the Enabling Legislation, in conformity with, and entitled to the benefit and security of, the Enabling Legislation, the Trust Indenture, the Authorizing Resolution and the Financing Agreement; provided however, that the Bonds and the interest obligation thereon shall never constitute a debt or liability of the state or any agency or employee thereof within the meaning of any constitutional or statutory provision or limitation or a general obligation of the Issuer and shall never create or constitute any indebtedness, liability or obligation of the State or constitute a pledge

of the faith and credit of the state or the general funds or assets of the Issuer (including funds pertaining to other loans or activities) but shall be a limited obligation of the Issuer payable solely from the Security, as defined in the Trust Indenture.

f) No consents or authorizations of or by any governmental or public agency, authority or person (except as may be required under the securities or "blue sky" laws of any state) not already obtained are required by the Issuer in connection with the issuance and sale of the Bonds, the execution and delivery of, or the performance of its obligations under, this Bond Purchase Agreement, the Bonds, the Trust Indenture, the State Aid Agreement and the Financing Agreement.

g) The execution, delivery and performance by the Issuer of this Bond Purchase Agreement, the Bonds, the Trust Indenture and the Financing Agreement and the adoption of the Authorizing Resolution, and compliance with the provisions thereof, under the circumstances contemplated thereby, will not in any material respect conflict with or constitute on the part of the Issuer a breach of or default under any other agreement or instrument to which the Issuer is a party or any existing law, administrative regulation, court order or consent decree to which the Issuer is subject;

h) There is no action, suit, proceeding or investigation, at law or in equity, or before any court, public board or body, served upon the Issuer, or to the best of the knowledge of the Issuer, threatened or otherwise affecting the Issuer, wherein an unfavorable decision, ruling or finding would materially and adversely affect the transactions contemplated by this Bond Purchase Agreement or which would in any way adversely affect the validity or enforceability of the Bonds, the Trust Indenture, the State Aid Agreement and the Financing Agreement or this Bond Purchase Agreement (or any other instrument which is executed by the Issuer which is required or contemplated for use in consummating the transactions contemplated thereby).

i) Any certificate relating to the Bonds signed by any authorized representative of the Issuer and delivered to the Underwriter at or before the Closing Date shall be deemed a representation and warranty by the Issuer to the Underwriter as to the truth of the statements therein contained.

j) The Issuer has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the Issuer is a bond issuer whose arbitrage certifications may not be relied upon.

k) The information contained under the heading "THE ISSUER" in the Official Statement is true and correct and does not contain any untrue statement of a material fact and does not omit to state a material fact necessary in order to make the statements made therein, in light of the circumstances under which they were made, not misleading.

l) Each of the representations and warranties of the Issuer contained in the Financing Agreement and in the Trust Indenture are true and correct on and as of the date hereof and are hereby made to the Underwriter on and as of the date hereof as if set forth herein at length.

m) During the period beginning on the date hereof and ending at the time the

Underwriter is no longer required to provide an Official Statement to potential customers who request the same pursuant to the Rule, if there shall exist any event relating to the Issuer which in the Underwriter's judgment, either (A) makes untrue or incorrect in any material respect any statement or information contained in the Official Statement, or (B) is not reflected in the Official Statement but should be reflected therein in order to make the statements and information contained therein not misleading in any material respect, or if the Issuer or the Underwriter shall be informed by the Academy that any such event relating to the Academy shall exist, the Issuer shall amend or supplement the Official Statement, in form and substance satisfactory to counsel to the Underwriter, so that it will not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

n) Before amending or supplementing the Official Statement, the Issuer will furnish to the Underwriter a copy of each such proposed amendment or supplement. No amendment or supplement to the Official Statement will contain material information substantially different from that contained in the Official Statement on the date it was issued which is unsatisfactory in form or substance to the Underwriter unless such information is required by law.

o) Unless the Issuer is notified in writing on the date of Closing that a shorter period applies, the Issuer may assume that the "end of the underwriting period" (as defined in the Rule) has occurred thirty (30) days after the Closing, unless the Underwriter notifies the Issuer in writing prior to such date that there exists an unsold balance of the Bonds, in which case the end of the underwriting period shall be deemed to be extended for thirty (30) days from the date of such notice. The deemed end of the underwriting period shall be extended for additional periods of thirty (30) days each upon receipt of written notification from the Underwriter that there exists an unsold balance of the Bonds. The Underwriter agrees to file the Official Statement with a nationally recognized municipal securities information repository on or before the date of Closing.

4. Academy's Representations and Warranties.

The Academy makes the following representations and warranties:

a) The material appearing in the Official Statement including the appendices thereof, and any amendment or supplement or supplement that may be authorized by the Authority and the Academy for use with respect to the Bonds (other than the information contained in the sections captioned "THE ISSUER", "THE BONDS – Book-Entry-Only System", "UNDERWRITING", and "EXHIBITS E and F as to which no representation is made) (hereinafter referred to as the "Academy's portion of the Official Statement") does not include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading in any material respect.

b) The Academy has taken or has caused to be taken all necessary action for execution and delivery of the Financing Agreement, the State Aid Agreement, this Bond Purchase Agreement, the Mortgage given as security for the Bonds (the "Mortgage"), the Environmental Indemnity Agreement to be executed by the Academy (the "Environmental Indemnity Agreement") and the Continuing Disclosure Agreement relating to the Bonds (the "Continuing Disclosure

Agreement") and each will be a legal, valid and binding obligation of the Academy enforceable in accordance with its terms (except as limited by applicable insolvency, reorganization, moratorium and similar laws in effect from time to time and affecting the rights of creditors, generally, and except to the extent that the enforceability thereof may be limited by applicable insolvency, reorganization, moratorium and similar laws in effect from time to time and by the application of general principles of equity) and the performance by the Academy thereunder does not and will not conflict with or result in a breach of any of the unwaived provisions of, or constitute a default under, any agreement or instrument by which the Academy is bound or result in a violation of law, administrative regulation or court decree to which the Academy or any of its property is subject.

c) The Academy (i) has been duly organized and is now validly existing and in good standing as a public school academy under the laws of the State of Michigan and (ii) has duly and validly obtained all certificates, licenses and permits from all public authorities, federal, state or local, as are now required by such authorities to enable it to carry on its business as and where now conducted, and no other approvals are needed for the Project other than those which the Academy needs and expects to obtain in connection with the acquisition and installation of the Project.

d) Neither the Securities and Exchange Commission nor any state securities administrator has issued and delivered to the Academy or, to the best of the Academy's knowledge, is threatening to issue any order preventing or suspending the use of the Official Statement or the issue, offer or sale of the Bonds.

e) There is no action, suit, proceeding, inquiry or investigation, at law or in equity, or before or by any court, public board or body, known by the Academy to be pending or threatened against or affecting the Academy, nor to the best of the knowledge of the Academy is there any basis therefore, wherein an unfavorable decision, ruling or finding would, in any way, materially adversely affect the transactions contemplated by the Bond Purchase Agreement or the Official Statement or which, in any way, would adversely affect the validity or enforceability of the Bonds, the Trust Indenture, the Bond Purchase Agreement, the Financing Agreement, the State Aid Agreement, the Mortgage, Environmental Indemnity Agreement, or the Continuing Disclosure Agreement.

f) The Academy will not take or omit to take any action which action or omission would in any way cause the proceeds from the sale of the Bonds to be applied in a manner contrary to that provided for in the Financing Agreement.

g) Any Certificate signed by an authorized officer of the Academy and delivered to the Issuer or the Underwriter shall be deemed a representation and warranty by the Academy to such parties as to the statements made therein.

h) The Academy will observe all covenants of the Academy in the Academy documents.

i) The financial statements of the Academy which have been furnished to the Underwriter are complete and accurate in all respects and present fairly the financial condition of the Academy as of their respective dates and the results of its operations for the periods covered thereby in accordance with generally accepted accounting principles, and since the date of the most recent

financial statements of the Academy which have been furnished to the Underwriter there has not been any material adverse change, financial or otherwise, in the condition of the Academy or in the results of its operations, and there has not been any material transaction entered into by the Academy other than the transactions in the ordinary course of business.

j) The Academy does not have any material contingent obligations which are not disclosed in its most recent financial statements furnished to the Underwriter.

5. Covenants of the Issuer.

The Issuer covenants as follows:

a) The Issuer will observe all covenants of the Issuer in the Trust Indenture and the Financing Agreement and will not issue or sell any bonds or obligations on behalf of the Academy other than the Bonds referred to in the Trust Indenture.

b) The Issuer will reasonably cooperate with the Underwriter in qualifying the Bonds for offer and sale under the securities or blue sky laws of such jurisdiction of the United States as the Underwriter may request; provided, however, that the Issuer shall not be obligated to consent to service of process, be subject to taxation in any such jurisdiction or be required to pay any costs or expenses of qualification of the Bonds in any such jurisdiction.

6. Covenants of the Academy.

The Academy covenants as follows:

a) The Academy will cooperate with the Underwriter in qualifying the Bonds for offer and sale under the securities or blue sky laws of such jurisdictions of the United States as the Underwriter may reasonably request; provided, however, that the Academy shall not be obligated to consent to service of process in any such jurisdiction, qualify as a foreign corporation, or be subject to taxation in any such jurisdiction.

b) The Academy will take such action as may be reasonably requested to facilitate the timely consummation of the transactions contemplated by this Bond Purchase Agreement.

c) The Academy will operate and maintain the Project as provided in and subject to all the terms and provisions of the Financing Agreement and will observe all covenants in the Financing Agreement.

d) The Academy will not take any action or permit any action to be taken, or cause or permit any circumstance within its control to arise or continue, if such action would adversely affect the exclusion of interest on the Bonds from gross income for federal tax purposes.

e) In the event the Bonds are not delivered by the Issuer to the Underwriter, the Academy will pay the reasonable expenses to be paid by it pursuant to Paragraph 12 hereof.

7. Additional Covenants of the Parties.

The Issuer, the Underwriter, and the Academy agree to advise each other promptly of the institution of any proceeding by any governmental agency or of any other material occurrence affecting the use of the Official Statement in connection with the offer and sale of the Bonds.

8. Indemnification.

a) To the extent permitted by law, the Academy agrees to indemnify and hold harmless the Underwriter and each person, if any, who controls the Underwriter (within the meaning of Section 15 of the Securities Act or Section 20 of the 1934 Act) against any and all losses, claims, damages, liabilities and expenses (including reasonable costs of investigation) caused by any untrue statement or alleged untrue statement of a material fact contained in the Academy's Portion of the Official Statement or in any amendment or supplement thereto, or caused by any omission or alleged omission to state therein a material fact necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. The Academy's duty to indemnify and hold the Issuer harmless is specified in, and is controlled by, Section 502 of the Financing Agreement, the provisions of which are incorporated herein notwithstanding that the Financing Agreement has not been executed as of the date hereof.

b) If any action or claim shall be brought or asserted against the Underwriter or any person so controlling the Underwriter based upon the Official Statement or any amendment or supplement thereto and in respect of which indemnity may be sought from the Academy pursuant to subparagraph (a) of this Paragraph 8, the Underwriter or such person shall promptly notify the Academy in writing, and the Academy shall assume the defense thereof, including the employment of counsel and the payment of all expenses. The Underwriter and such person shall have the right to employ separate counsel in any such action and participate in the defense thereof, but such employment of separate counsel shall be at the expense of the Underwriter or such person, as the case may be, unless (i) the employment thereof has been specifically authorized by the Academy, or (ii) the Academy has failed to assume the defense and employ counsel, or (iii) the named parties to any such action (including any impleaded parties) include both the Underwriter or such person and the Academy, and the Underwriter or such person shall have been advised by such counsel that there may be one or more legal defenses available to it which are inconsistent with those available to the Academy (in which case the Academy shall not have the right or obligation to assume the defense of such action on behalf of the Underwriter or such person), it being understood, however, that the Academy shall not, in connection with any such action or separate but substantially similar or related actions in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses of more than one separate firm of attorneys for the Underwriter and controlling persons, which firm shall be designated in writing by the Underwriter. The Academy shall not be liable for any settlement of any such action effected without its written consent, but if settled with the written consent of the Academy, or if there be a final judgment for the plaintiff in any such action, the Academy agrees to indemnify and hold harmless the Underwriter and any such controlling person from and against any loss or liability by reason of such settlement and judgment.

c) The Underwriter agrees to indemnify and hold harmless the Academy to the same effect as the foregoing indemnity from the Academy to the Underwriter, but only with respect to information furnished in writing by or on behalf of the Underwriter expressly for use in connection with the Official Statement.

In case any action or claim shall be brought against the Academy based upon the Official Statement, and in respect of which indemnity may be sought from the Underwriter, the Underwriter shall have the rights and duties given to the Academy, and the Academy shall have the rights and duties given to the Underwriter by subparagraph (b) of this Paragraph 8. The indemnity agreement of this subparagraph (c) shall extend upon the same terms and conditions to each officer of the Academy and to each person, if any, who controls the Academy within the meaning of the Securities Act of 1933.

d) The indemnity agreements contained in this Paragraph 8 and the representations and warranties of the Academy set forth in Paragraph 4 shall remain operative and in full force and effect after the Closing Date, regardless of any investigation made by or on behalf of the Underwriter or any person so controlling the Underwriter or by or on behalf of the Academy. A successor of the Underwriter or the Academy, as the case may be, shall be entitled to the benefits of the indemnity agreements contained in this Paragraph 8.

9. The Closing.

On December 20, 2007 (the "Closing Date"), or on such other business day as shall have been agreed upon by the Issuer, the Academy and the Underwriter, the Issuer will deliver the Bonds to the Underwriter through the facilities of The Depository Trust Company ("DTC"), in New York, New York, duly executed and authenticated, and the Underwriter will accept delivery and pay the purchase price of the Bonds as set forth herein, in immediately available funds if the Closing occurs no later than 1:00 p.m., Lansing, Michigan time, on the Closing Date, payable to the order of the Trustee for the account of the Issuer. Delivery of documents (other than the Bonds and payments as aforesaid) shall be made at the offices of Dickinson Wright PLLC, Bloomfield Hills, Michigan. Such payment and delivery is hereinafter called the "Closing," and such date and time are called the "Closing Date." The Bonds shall bear proper CUSIP numbers (provided, however, that neither the failure to print such numbers on any of the Bonds nor any error with respect to such numbers shall constitute cause for a failure or refusal by the Underwriter to accept the delivery of or pay for the Bonds in accordance with the terms of this Bond Purchase Agreement), and shall be delivered on the Closing Date to DTC, in registered form without coupons, as one bond per maturity registered in the name of Cede & Co. The Bonds will be made available to the Underwriter for checking and inspection at the above-mentioned place of their delivery at least one business day prior to the Closing.

10. Conditions of the Underwriter's Obligations.

The Underwriter's obligation hereunder to purchase and pay for the Bonds shall be subject to the performance by the Issuer of its obligations and agreements to be performed hereunder at or prior to the Closing; to the performance by the Academy of its obligations and agreements to be performed hereunder at or prior to the Closing; and to the accuracy in all material respects of the representations and warranties of the Issuer and the Academy contained herein as of the date hereof and as of the Closing Date, as set forth in or contemplated by the Official Statement, and shall also be subject to the following conditions:

a) At the time of Closing, (i) the Official Statement, the Financing Agreement, the Trust Indenture, the Authorizing Resolution, the Continuing Disclosure Agreement, the Mortgage, the Environmental Indemnity Agreement, and the State Aid Agreement shall be in full force and effect and shall not have been materially amended, modified or supplemented except as therein permitted or as may have been agreed to by the Underwriter, (ii) the proceeds of the sale of the Bonds shall be applied as described in the Official Statement or as the Academy, the Issuer and the Underwriter shall otherwise agree, (iii) the Issuer shall have duly adopted and there shall be in full force and effect such resolutions as, in the opinion of Dickinson Wright PLLC, Bloomfield Hills, Michigan ("Bond Counsel") and of the Attorney General of the State of Michigan (the "Attorney General") shall be necessary in connection with the transactions contemplated hereby;

b) The Underwriter shall have the right to cancel its obligation to purchase the Bonds if between the date hereof and the Closing (i) legislation shall have been enacted by the Congress of the United States or the legislature of the State of Michigan, or a decision shall have been rendered by a court of the United States, the Tax Court of the United States or the Supreme Court of the State of Michigan, or a ruling shall have been made or a regulation shall have been proposed or made or a press release or some other form of notice, have been issued by the Treasury Department of the United States or the Internal Revenue Service or other federal authority, with respect to federal or State of Michigan taxation upon interest received on obligations of the general character of the Bonds, which, in the Underwriter's reasonable judgment, materially adversely affects the market for the Bonds, (ii) there shall exist any event which, in the Underwriter's judgment, either (A) makes untrue or incorrect in any material respect any statement or information contained in the Official Statement or (B) is not reflected in the Official Statement but should be reflected therein in order to make the statements and information contained therein not misleading in any material respect, (iii) there shall have occurred any new outbreak of hostilities or other national or international calamity or crisis, or a default with respect to the debt obligations of, or the institution of proceedings under the federal bankruptcy laws by or against, any state of the United States or agency thereof, or any city located in the United States having a population of over one million, the effect of which on the financial markets of the United States will be such as, in the Underwriter's reasonable judgment, makes it impracticable for the Underwriter to market the Bonds or enforce contracts for the sale of the Bonds, (iv) there shall be in force a general suspension of trading on the New York Stock Exchange or other national securities exchange, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices of securities shall have been required and be in force on the New York Stock Exchange or other national securities exchange, whether by virtue of a determination by any such exchange or by order of the Securities

and Exchange Commission or any other governmental authority having jurisdiction, or (v) the declaration of a general banking moratorium by United States or Michigan state authorities, (vi) there have been any material adverse change or any development involving such prospective material adverse change in the affairs, operations, business, financial condition or prospects of the Academy or the financial or securities markets which, in the reasonable opinion of the Underwriter, either (A) makes untrue or incorrect in any material respect any statement or information contained in the Official Statement or (B) is not reflected in the Official Statement but should be reflected therein in order to make the statements and information contained therein not misleading and

c) On or prior to the Closing, the following documents shall be delivered:

(i)

(A) the approving opinion of Bond Counsel, dated the date of Closing, accompanied by a supplementary opinion of Bond Counsel, dated the date of Closing and addressed and delivered to the Issuer, the Academy and the Underwriter.

(B) The approving opinion of the Attorney General, dated the date of Closing, accompanied by the supplementary opinion of the Attorney General, dated the date of Closing and addressed and delivered to the Issuer and the Underwriter.

(C) The opinion of counsel for the Academy, addressed and delivered to the Issuer and the Underwriter and dated the date of Closing.

(D) The opinion of counsel to the Underwriter.

(E) The opinion of counsel to Bay Mills Community College Board of Regents as the authorizing body for the Academy.

(ii) A certificate, dated the date of Closing, signed by an authorized officer of the Issuer and in form and substance satisfactory to the Underwriter, to the effect that:

(A) The representations and agreements of the Issuer herein are true and correct in all material respects as of the date of Closing;

(B) No litigation is pending or, to their knowledge, threatened against the Issuer (I) to restrain or enjoin the issuance or delivery of any of the Bonds or the collection of revenues pledged under the Trust Indenture, (II) in any way contesting or affecting the authority for the issuance of the Bonds or the validity of the Bonds, the Trust Indenture, the Authorizing Resolution, the Financing Agreement or this Bond Purchase Agreement, or (III) in any way contesting the existence or powers of the Issuer; and

(C) To the best of their knowledge, no event affecting the Issuer has occurred since the date of the Official Statement which should be disclosed in the Official Statement for the purpose for which it is to be used or which is necessary to disclose therein in order to make the statements and information therein not misleading in any material respect.

(iii) A certificate dated the date of the Closing signed by the Academy's authorized representative, to the effect that:

(A) The representations and warranties contained herein are true and correct as of the date of the Closing and that the Academy has complied with all its agreements herein contained;

(B) The material appearing in the Academy's portion of the Official Statement does not include any untrue statement of a material fact or omit to state any material fact necessary to make the statements therein, in light of the circumstances under which they were made, not misleading in any material respect;

(C) Since June 30, 2007, no material adverse change has occurred in the financial position of the Academy.

(D) No event has occurred and is continuing which with the lapse of time or the giving of notice, or both, would constitute an Event of Default by the Academy under the Academy Documents.

(E) No litigation is pending or, to the knowledge of such officer, threatened in any court in any way affecting, (I) the existence of the Academy, (II) the entitlement of its officers to their respective offices, (III) seeking to restrain or to enjoin the issuance, sale or delivery of the Financing Agreement, (IV) in any way contesting or affecting the validity of the Financing Agreement, the Continuing Disclosure Agreement, the State Aid Agreement, the Mortgage, the Environmental Indemnification Agreement, or this Bond Purchase Agreement, (V) in any way contesting the existence or powers of the Academy or its authority with respect to the Financing Agreement.

(iv) Executed copies of the Financing Agreement, the Mortgage, the Environmental Indemnity Agreement, the Trust Indenture, the State Aid Agreement and a copy of the Authorizing Resolution, duly certified.

(v) The organizational documents of the Academy, certified by an authorized officer of the Academy along with the resolutions of the Board of Directors of the Academy authorizing the execution of and delivery of the Financing Agreement, the Trust Indenture, this Bond Purchase Agreement, the Continuing Disclosure Agreement, the Mortgage, the Environmental Indemnity Agreement, and the State Aid Agreement, certified by an officer of the Academy.

(vi) A mortgagee title insurance policy which shall evidence good and marketable title in the Academy to the Project property (as defined in the Trust Indenture), insuring the Trustee's first mortgage lien thereon.

(vii) Non-arbitrage and tax compliance certificates of the Academy and Issuer satisfactory to Bond Counsel.

(viii) A copy of the Blanket Letter of Representations to The Depository Trust Company, signed by an authorized officer of the Issuer, and by an authorized officer of The Depository Trust Company.

(ix) The Continuing Disclosure Agreement.

(x) A certificate, dated the Closing Date, signed by an authorized officer or officers of the Trustee, to the effect that the Trustee is a national banking corporation, duly organized and existing under the laws of the United States, and has full power and authority to conduct its activities, to execute, deliver and perform its obligations under the Indenture, and to carry out the transactions contemplated thereby; and that the Indenture constitutes the legal, valid and binding obligation of the Trustee enforceable against the Trustee in accordance with its terms except as limited by (i) bankruptcy, insolvency, reorganization, moratorium or other laws relating to, or affecting generally, the enforcement of creditors' rights and remedies, and (ii) the availability of equitable remedies, including specific performance and injunctive relief.

(xi) A request and authorization to the Trustee to authenticate and deliver the bonds pursuant to Section 2.06(i) of the Trust indenture;

(xii) A written consent of the Academy's certified public accountants, authorizing inclusion of the Academy's financial statements in the Preliminary Official Statement and the Official Statement;

(xiii) Written evidence that the Authority Funded Reserve Amount has been funded with the Authority Contribution;

(xiv) An executed copy of the Education Provider Agreement, between the Academy and CS Partners, in a form acceptable to Bond Counsel and the Attorney General;

(xv) Such additional legal opinions, certificates, instruments and other documents as the Underwriter may deem necessary or Bond Counsel or the Attorney General may reasonably request to evidence compliance by the Issuer with legal requirements, the truth and

accuracy, as of the time of Closing of the Issuer's and the Academy's representations herein contained and the due performance or satisfaction by the Issuer and the Academy at or prior to such time of all agreements then to be performed and all conditions then to be satisfied by the Issuer and the Academy, respectively.

If the Academy or the Issuer shall be unable to satisfy the conditions to the Underwriter's obligations contained in this Bond Purchase Agreement or if the Underwriter's obligations shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and neither the Underwriter nor the Issuer shall have any further obligation hereunder.

11. Conditions of the Issuer's Obligations.

The Issuer's obligations hereunder to sell and deliver the Bonds shall be subject to the performance by the Underwriter of its obligations to be performed hereunder at or prior to the Closing; to the performance by the Academy of the obligations and agreements to be performed by it at or prior to the Closing hereunder and to the accuracy in all material respects of the representations and warranties of the Underwriter and the Academy contained herein as of the date hereof and as of the Closing Date, as set forth in or contemplated by the Official Statement, and shall also be subject to the Issuer having received, at or prior to the Closing Date, the following documents:

- a) The opinions of counsel referred to in Paragraph 9(c)(i) hereof; and
- b) The certificates described in Paragraphs 9(c)(ii) and 9(c)(iii) hereof.

12. Payment of Expenses.

a) Whether or not the Bonds are delivered by the Issuer to the Underwriter, the Underwriter shall be under no obligation to pay any expenses incident to the performance of the obligations of the Issuer hereunder except for those expenses authorized in advance by the Underwriter in writing. All reasonable expenses and costs incident to the authorization, issuance, printing, sale and delivery, as the case may be, of the Bonds, the Trust Indenture, the Financing Agreement, the Mortgage, the Environmental Indemnity Agreement and the State Aid Agreement shall be paid by the Academy, including without limitation (i) the preparation and printing of copies of the Preliminary Official Statement and the Official Statement; (ii) any documentary, stamp or other transfer taxes in connection with the original issue of the Bonds hereunder; (iii) all filing, registration and recording fees and expenses; (iv) the Trustee's fees; (v) the Issuer's fees; (vi) the fees and disbursements of Bond Counsel and Underwriter's counsel; (vii) the fees and expenses related to the blue sky qualification of the Bonds and the costs related thereto; (viii) CUSIP fees; (ix) fees of The Depository Trust Company; and (x) the interest carrying costs arising in connection with the transaction contemplated hereunder as a result of the receipt by the Underwriter of clearing house funds and the same day payment by the Underwriter of immediately available federal funds.

b) Any liability of the Issuer under this Bond Purchase Agreement or any certificates rendered hereunder or in connection herewith shall be limited to the security and source of payment pledged for payment of principal of and interest on the Bonds under the Indenture, and in

the event the transactions contemplated by this Bond Purchase Agreement do not take place, regardless of the reason therefor, the Issuer shall have no liability whatsoever.

c) The Issuer shall be under no obligation to pay any fees or expenses incident to this Bond Purchase Agreement or any transaction contemplated hereby, nor shall the proceeds of the Bonds be used for such fees or expenses except as provided in the Financing Agreement or Indenture. To the extent Bond proceeds are not available for payment of such fees and expenses, such fees and expenses shall be paid by the Academy.

13. Notices.

Any notice or other communication to be given to the Issuer under this Bond Purchase Agreement may be given by delivering the same in writing signed by an authorized officer of the Underwriter at the office of the Issuer, 430 West Allegan, First Floor, Lansing, Michigan 48922, Attention: Executive Director; and any such notice or other communication to be given to the Underwriter may be given by delivering the same in writing to the Underwriter, Fifth Third Securities, Inc., 2501 Coolidge Road, Suite 203, MDRLAN2D, East Lansing, Michigan 48823; and any such notice or other communication to be given to the Academy may be given by delivering the same in writing to American Montessori Academy, 14800 Middlebelt Road, Livonia, Michigan 48154, Attention: Director.

14. No Pecuniary Liability of Issuer.

It is understood that the representations, warranties and covenants of the Issuer contained herein are made by the Issuer, and in due reliance thereon, in order to facilitate the offering of the Bonds by the Underwriter and that the same shall not create any general obligation or liability of the Issuer.

15. Benefit and Survival.

This Bond Purchase Agreement is made solely for the benefit of the Issuer, the Academy and the Underwriter, including the successors or assigns of the Underwriter, and no other person, partnership, association or Academy shall acquire or have any right hereunder or by virtue hereof. All representations and agreements of the Issuer and the Academy in this Bond Purchase Agreement shall remain operative and in full force and effect regardless of the investigation made by or on behalf of the Underwriter and shall survive the delivery of and payment for the Bonds hereunder and any termination of this Bond Purchase Agreement.

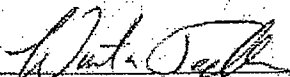
16. Governing Law.

This Bond Purchase Agreement shall be construed under and enforced in accordance with the laws of the State of Michigan.

17. Counterparts.

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

FIFTH THIRD SECURITIES, INC

By: 
Winta Tedla
Its: Vice-President

**MICHIGAN PUBLIC EDUCATIONAL
FACILITIES AUTHORITY**

EXECUTED IN COUNTERPART
By: _____
Kathleen K. O'Keefe
Its: Authorized Officer

**AMERICAN MONTESSORI
ACADEMY**

EXECUTED IN COUNTERPART
By: _____
Its: _____

[SIGNATURE PAGE TO BOND PURCHASE AGREEMENT]

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FIFTH THIRD SECURITIES, INC

EXECUTED IN COUNTERPART

By: _____
Winta Tedla
Its: Vice-President

**MICHIGAN PUBLIC EDUCATIONAL
FACILITIES AUTHORITY**

By: Kathleen K. O'Keefe
Kathleen K. O'Keefe
Its: Financial Manager

**AMERICAN MONTESSORI
ACADEMY**

EXECUTED IN COUNTERPART

By: _____
Its: _____

[SIGNATURE PAGE TO BOND PURCHASE AGREEMENT]

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By: _____

Winta Tedla

Its: _____

Vice-President

**MICHIGAN PUBLIC EDUCATIONAL
FACILITIES AUTHORITY**

EXECUTED IN COUNTERPART

By: _____

Kathleen K. O'Keefe

Its: _____

Authorized Officer

**AMERICAN MONTESSORI
ACADEMY**

By: _____

Michael S. Hale

Its: _____

*President, Board of
Directors*

[SIGNATURE PAGE TO BOND PURCHASE AGREEMENT]

Exhibit A

CERTAIN DETAILS OF THE BONDS

Dated Date: December 20, 2007

Principal Amount: \$3,900,000

Purchase Price: \$3,790,800.00; which equals the aggregate principal amount of the Bonds, less Underwriter's discount of \$109,200.00.

Interest Payment: The Bonds are issuable as fully registered bonds in denominations of \$100,000 or any integral multiple of \$5,000 thereof. Interest on the Bonds will be payable on June 1, 2007 and on each December and June 1 thereafter.

Term Bond

<u>Due</u>	<u>Amount</u>	<u>Interest Rate</u>	<u>Yield</u>
December 1, 2037	\$3,900,000	6.500%	6.500%

Mandatory Redemption Upon Determination of Taxability

The Bonds shall be subject to mandatory redemption prior to maturity, as a whole and not in part, on the earliest practicable date for which notice can be given following the occurrence of a Determination of Taxability, at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date.

Mandatory Redemption from Insurance and Condemnation Proceeds.

The Bonds are subject to mandatory redemption in whole at any time or in part (and if in part in Authorized Denominations; provided that no Bond may be redeemed in part if the principal amount to be outstanding following such partial redemption is not an Authorized Denomination) on any Interest Payment Date, at a redemption price equal to 100% of the aggregate principal amount of the Bonds to be redeemed plus accrued interest to the redemption date, in an amount equal to any insurance or condemnation proceeds deposited with the Trustee for the purpose of redemption pursuant to the Financing Agreement.

LAN01167078.9
IDUCJ

- A. ALL PLAN DIMENSIONS ARE NOMINAL TO FACE OF WALL. WALL THICKNESSES ARE SHOWN NOMINAL - SEE WALL TYPES FOR ACTUAL THICKNESS.
- B. DO NOT SCALE DRAWINGS. USE DIMENSIONS PROVIDED. IF A CONFLICT IS ENCOUNTERED OR A CLARIFICATION DIMENSION IS NOT PROVIDED, REQUEST A REQUIREMENT FROM THE ARCHITECT.
- C. AT ALL LOCATIONS WHERE GYPSUM BOARD WALL INTERSECTS PERPENDICULAR TO MASONRY BLOCK WALL CORNER, THE GYPSUM BOARD IS TO BE SET BACK 1" FROM BULLNOSE OF BLOCK
- D. REFER TO CODE PLAN FOR LOCATIONS OF FIRE EXTINGUISHERS / CABINETS TO BE SEMI-FLUSH. REFER TO WALL CONSTRUCTION.
- E. REFER TO ROOM FINISH SCHEDULE NEW ROOM FINISHES, REQUIREMENTS.
- F. IN AREAS OF ALTERATION EXISTING ROOM FINISH IS TO BE RESTORED UNLESS NEW ROOM FINISH ARE CALLED OUT IN ROOM FINISH SCHEDULE OR PLAN KEY NOTES.
- G. REFER TO ENLARGED PLANS AND SECTION / DETAILS FOR ADDITION WORK SCOPE REQUIREMENTS.

- 1 EXISTING BAPTISMAL FONTAIN TO BE REMOVED COMPLETELY. VERIFY IN FIELD.
- 2 EXISTING UNDER FLOOR DRAIN AND FILL PIPING TO BE CUT AND CAPPED BELOW FLOOR. REFER TO ELEC. RECORD PIP CAP LOCATIONS FOR AS BUILT RECORD DRAWINGS.
- 3 INSTALL NEW MATCHING 12 X 12 CERAMIC TILE. REMOVE ADDITIONAL TILE AS REQUIRED TO MATCH IN TILE FILES. PREP FLOOR AS REQUIRED TO PATCH TILE PATTERN AND UNIFORM TILE ELEVATION.
- 4 EXISTING FIRE SUPPRESSION RISER TO BE RECENTIFIED. REFER TO MECH. / SPEC.
- 5 EXISTING SURFACE MOUNTED ELEC. BOX TO BE RESET PER CURRENT CODE. PROVIDE NEW SOLID COVER. REFER TO ELEC.
- 6 FIRE STOP EXISTING WALL / DECK JOINT AND WALL PENETRATIONS FOR 1 HR FIRE RATING. TYP. THIS ROOM
- 7 FIRE STOP EXIST WALL / DECK JOINT AND WALL PENETRATIONS FOR 2 HR FIRE RATING. TYP. THIS WALL EACH SIDE.
- 8 REMOVE FLOOR STOP HOLD OPENS THIS DOOR OR DOORS.

65 MARKET STREET
MOUNT CLEMENS, MI 48041
P 586.469.3600
F 586.469.3607

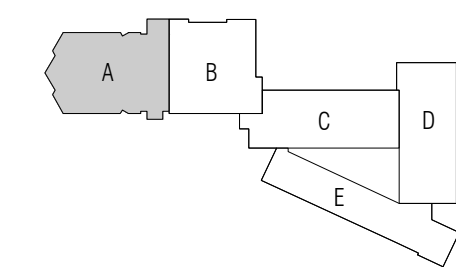
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CONSULTANT

KEY PLAN



OWNER

American Montessori
Academy

PROJECT NAME

Building Renovations

30055 Joy Road
Westland, MI 48185

PROJECT NO.

17-120

ISSUES / REVISIONS

Bidding - Construction 06/14/17

DRAWN BY

FGM

CHECKED BY _____

ACS

APPROVED BY _____

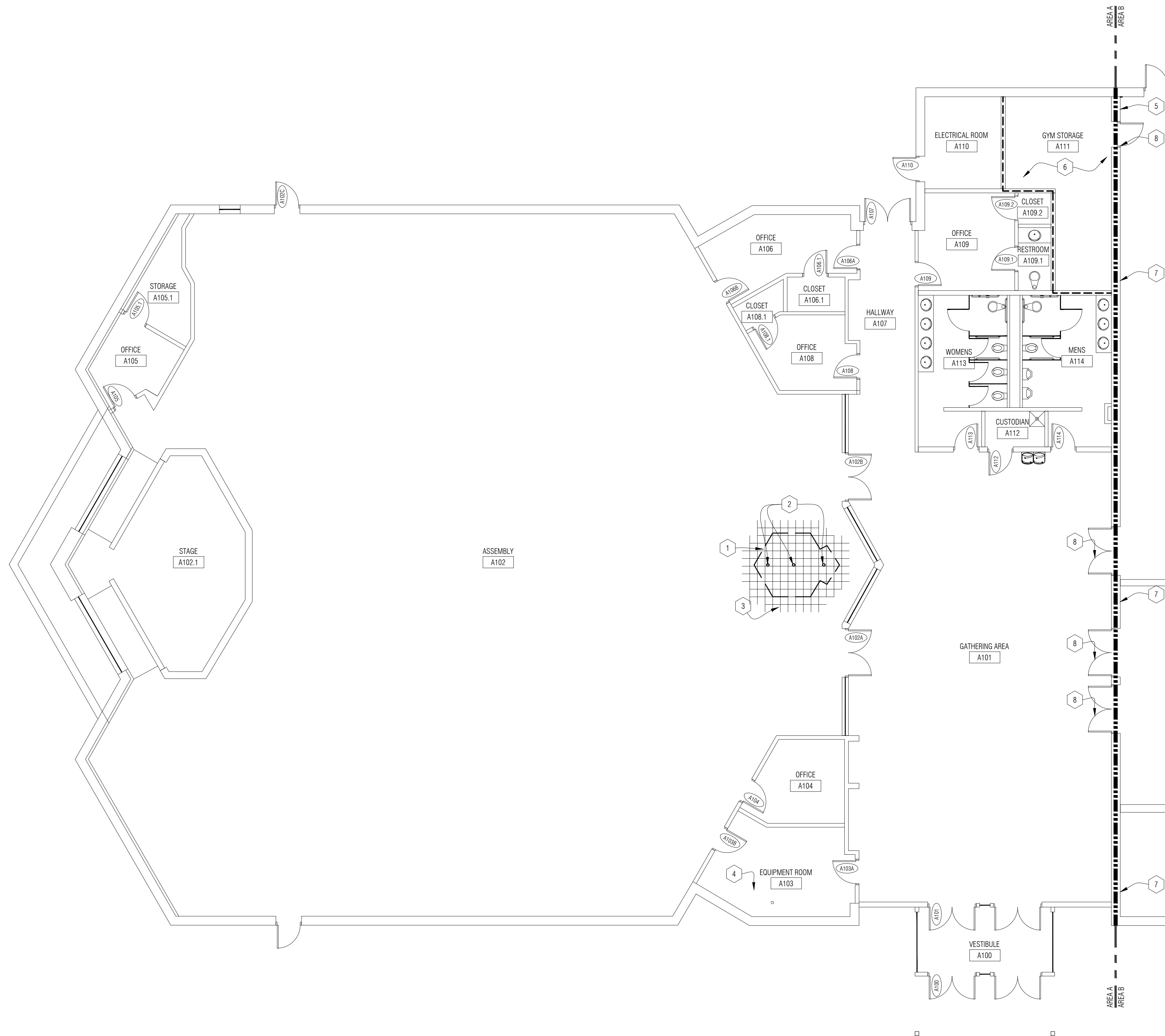
MAN

SHEET NAME

FLOOR PLAN -
AREA A

SHEET NO.

A3-01



1
A0-02

Floor Plan - Area A
1/8" = 1'-0"

GENERAL NOTES - TOILET ACCESSORIES

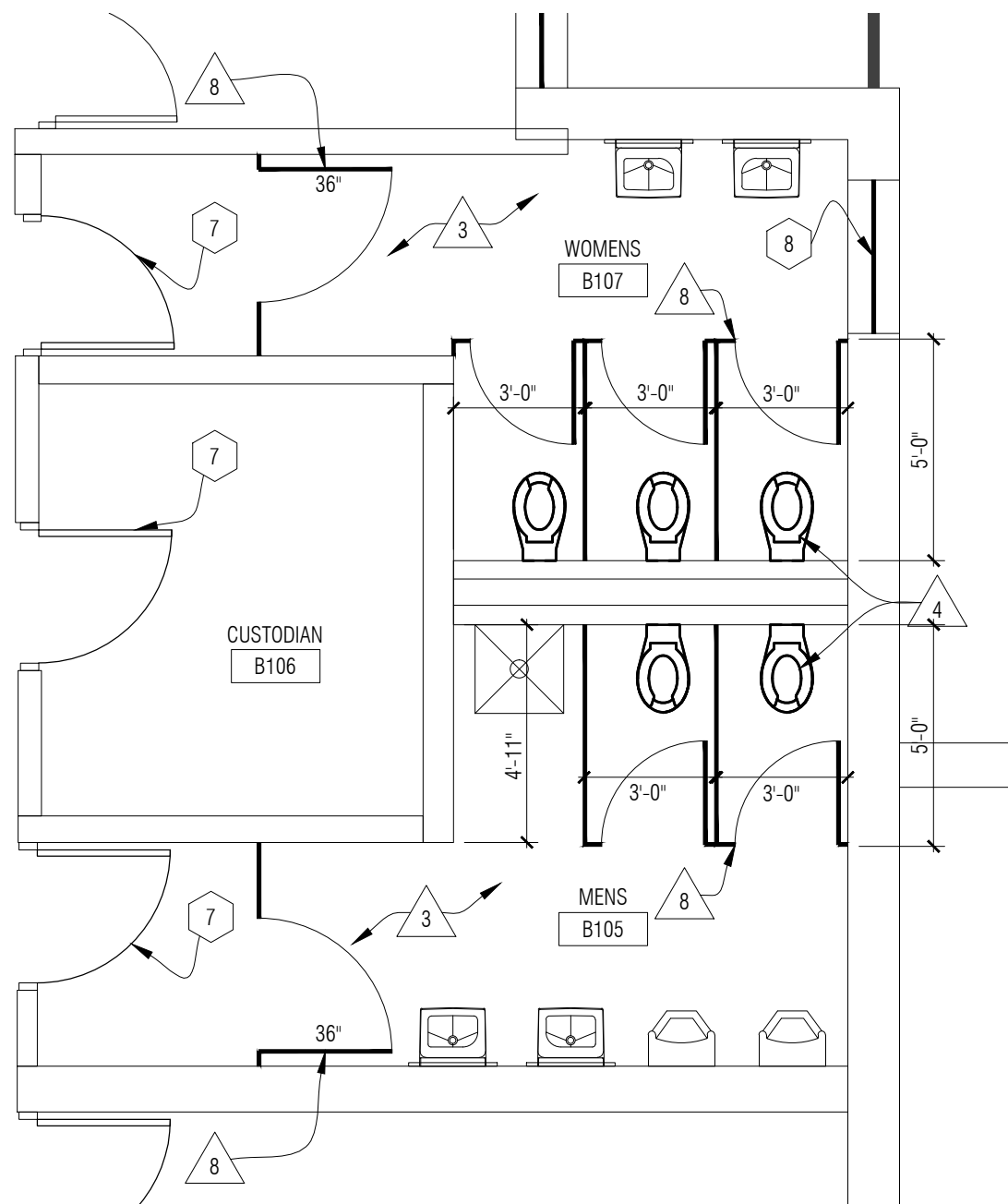
- A. REFER TO SPECIFICATION SECTION 102800 FOR DESCRIPTION OF TOILET ACCESSORIES.
- B. REFER TO MECHANICAL PLANS FOR ALL PLUMBING FIXTURES.
- C. PROVIDE WOOD BLOCKING SUPPORT AT ALL GRAB BAR LOCATIONS PER GRAB BAR MANUFACTURER'S RECOMMENDATION.
- D. NOTE: ITEMS TAGGED W/ LEGEND CODE OR KEY NOTE ARE NEW WORK ITEMS ALL OTHER ACCESSORIES ARE EXIST. TO REMAIN
- E. TOILET ACCESSORIES LISTED IN LEGEND AND INDICATED 'BY OWNER' WILL BE SUPPLIED BY THE OWNER FOR INSTALLATION BY CONTRACTOR

LEGEND - TOILET ACCESSORIES

- TA-1 42" GRAB BAR (HORIZONTAL)
- TA-2 36" GRAB BAR (HORIZONTAL)
- TA-3 18" GRAB BAR (VERTICAL)
- TA-4 MIRROR
- TA-5 UNDER-LAVATORY GUARD
- TA-6 SANITARY NAPKIN DISPOSAL
- TA-7 COAT HOOK
- TA-8 TOILET TISSUE DISPENSER
- TA-9 SOAP DISPENSER
- TA-10 PAPER TOWEL DISPENSER
- TA-11 MOP HOLDER

KEY NOTES - TOILET ROOMS

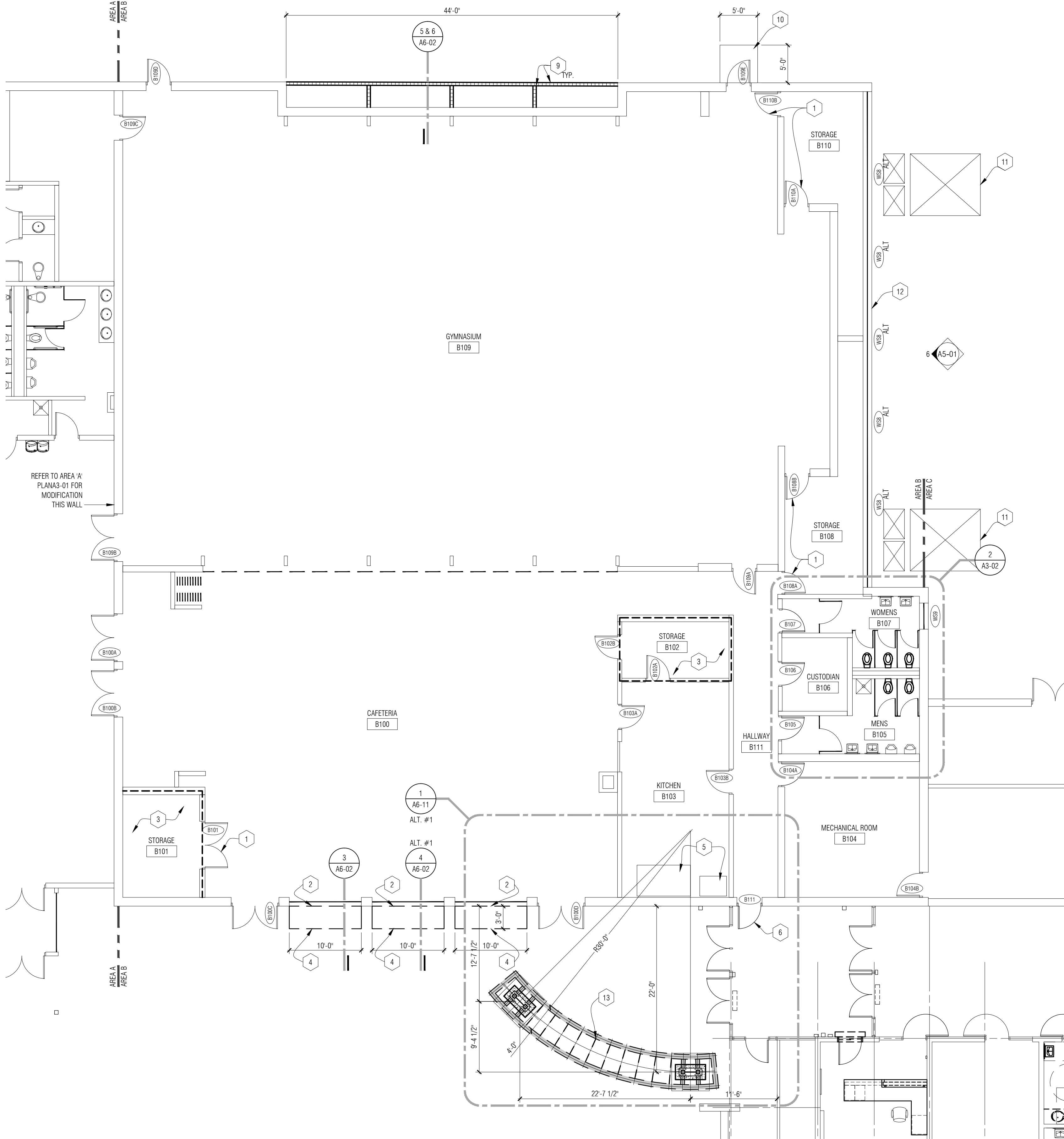
- 1 EXISTING FLOOR DRAIN TO REMAIN. PROVIDE NEW STRAINER COVER.
- 2 EXISTING VANITY/SINK AND LOWER CASEWORK TO BE REMOVED. CAP PLUMBING BEHIND WALL SURFACE AND PROVIDE C.O. WALL COVER.
- 3 EXISTING TOILET PARTITION SYSTEM TO BE REMOVED. COMPLETELY PATCH FASTENER HOLES WITH MATCHING SEALANT.
- 4 EXISTING WATER CLOSET TO BE REMOVED AND REPLACED W/ NEW FIXTURE AND FLUSH VALVE.
- 4A EXISTING WATER CLOSET TO BE REMOVED AND UTILITIES CAPPED BEHIND FLOOR/WALL SURFACE. PATCH IN NEW MATCHING CERAMIC TILE.
- 5 NEW TOILET FIXTURE. SAW CUT FLOOR TO EXTEND SANITARY AND WATER SUPPLY. REFER TO MECH/ELEC.
- 6 EXISTING BLOCK WALL AND CERAMIC TILE FINISH TO BE REMOVED AND PATCHED IN MATCHING C.T. FINISH
- 7 NEW LAVATORY IN NEW LOCATION. SAW CUT FLOOR AND WALL TO EXTEND NEW SANITARY AND WATER SUPPLY PIPING. PATCH IN EXISTING CERAMIC TILE FLOOR AND WALL FINISH TO MATCH.
- 8 NEW TOILET PARTITION SYSTEM. REFER TO SPEC.
- 9 NEW GRAB BAR AND TOILET ACCESSORIES IN NEW BARRIER FREE TOILET COMPARTMENT.
- 10 EXISTING FLOOR MOUNTED URINALS TO REMAIN TYP UON.
- 11 EXISTING LAVATORY TO REMAIN TYP. PROVIDE NEW UNDER LAVATORY GUARD.
- 12 NEW URINAL SCREEN PARTITION. REFER TO SPEC.
- 13 EXISTING WALL MOUNTED MIRROR TO REMAIN TYP UON.



N

2
A3-02

Area of Toilet Room Renovation - Area B
1/4" = 1'-0"



N

1
A3-02

Floor Plan - Area B
1/8" = 1'-0"

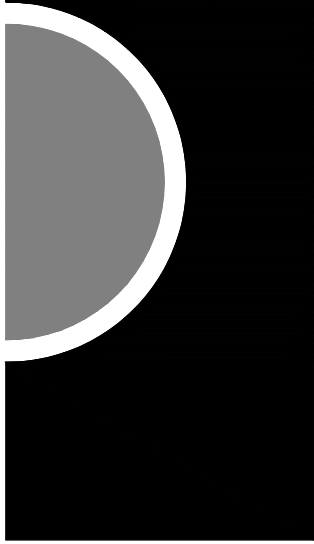
FLOOR PLAN - GENERAL NOTES:

- A. ALL PLAN DIMENSIONS ARE NOMINAL TO FACE OF WALL. WALL THICKNESSES ARE SHOWN NOMINAL - SEE WALL TYPES FOR ACTUAL THICKNESS.
- B. DO NOT SCALE DRAWINGS. USE DIMENSIONS PROVIDED. IF A CONFLICT IS ENCOUNTERED OR A REQUIRED DIMENSION IS NOT PROVIDED, REQUEST A CLARIFICATION FROM THE ARCHITECT.
- C. AT ALL LOCATIONS WHERE GYPSUM BOARD WALL INTERSECTS PERPENDICULAR TO MASONRY BLOCK WALL CORNER, THE GYPSUM BOARD IS TO BE SET BACK 1" FROM BULLNOSE OF BLOCK
- D. REFER TO CODE PLAN FOR LOCATIONS OF FIRE EXTINGUISHERS / CABINETS TO BE SEMI-FLUSH. REFER TO WALL CONSTRUCTION.
- E. REFER TO ROOM FINISH SCHEDULE NEW ROOM FINISHES/ REQUIREMENTS.
- F. IN AREAS OF ALTERATION EXITING ROOM FINISH IS TO BE RESTORED UNLESS NEW ROOM FINISH ARE CALLED OUT IN ROOM FINISH SCHEDULE OR PLAN KEY NOTES.
- G. REFER TO ENLARGED PLANS AND SECTION / DETAILS FOR ADDITION WORK SCOPE REQUIREMENTS.

FLOOR PLAN - KEY NOTES - AREA B
(NOTES SPECIFIC TO THIS AREA)

- 1 REMOVE FLOOR STOP HOLD OPEN THIS DOOR, OR DOORS.
- 2 EXISTING WALL MODIFICATIONS AND EXIST STEEL LINTEL REPAIR. ABOVE THESE OPENINGS. REFER TO DETAILS. MATCH EXISTING BRICK PATTERN AND PAINT TO MATCH EXISTING ROOM SIDE FINISHES.
- 3 FIRE STOP EXISTING WALL / DECK JOINT AND WALL PENETRATIONS FOR A 1 HR FIRE RATING. TYPICAL THIS ROOM.
- 4 LINE OF NEW SUNSHADE CANOPY INSTALLATION (ALT #1) REFER TO DETAILS. COORDINATE WITH STEEL LINTEL REPAIRS.
- 5 EXISTING KITCHEN HOOD WITH FIRE SUPPRESSION SYSTEM TO BE SERVICED AND RECERTIFIED WITH MAKEUP AIR UNIT. REFER TO MECH.
- 6 EXISTING DOOR AND FRAME TO BE REMOVED AND REPLACED. REFER TO DOOR SCHEDULE. VERIFY OPENING SITE IN FIELD.
- 7 EXISTING DOOR AND FRAME TO BE REFINISHED WITH HARDWARE MODIFICATIONS. REFER TO DOOR SCHEDULE.
- 8 EXIST WINDOW TO BE REMOVED AND REPLACED AS PART OF ALT #2 WINDOW SYSTEM AND DETAILS SIMILAR TO WINDOW SYSTEM W58 FOR FIXED SECTIONS. COORDINATE OPENINGS IN FIELD. GLAZING TO BE IG II WITH APPLIED WINDOW FILM. REFER TO SPEC.
- 9 EXISTING FREE SPAN BEAM AND SUPPORT OUTLOOK RAFTER TO BE REPAIRED AND RESUPPORTED. REFER TO DETAILS.
- 10 NEW 5' x 5' x 3' - 6" DEEP SUPPORTED CONCRETE STOOP SET FLUSH WITH FINISH FLOOR AND DITCH 1/2" PER FOOT. MATCH STOOP EDGE WITH HINGE SIDE MASONRY. REFER TO SITE PLAN FOR ADDITIONAL WORK SCOPE.
- 11 EXISTING GROUND MOUNTED HVAC UNITS WITH EXTERIOR DUCT WORK REFER TO BUILDING ELEVATION AND ROOF PLAN FOR NEW WORK SCOPE. PROTECT UNITS / DUCT WORK DURING DEMO / NEW WORK.
- 12 EXISTING WINDOWS TO BE REMOVED AND REPLACED AS PART OF ALT #2. REFER TO ELEVATIONS AND DETAILS. TYP THIS ELEV.
- 13 NEW CANOPY WITH MASONRY PIER / STEEL COLUMNS ALT #1. REFER TO PLAN AND DETAILS.

PARTNERS



PARTNERS in Architecture, PLC

65 MARKET STREET
MOUNT CLEMENS, MI 48043
P 586.469.3600
F 586.469.3607

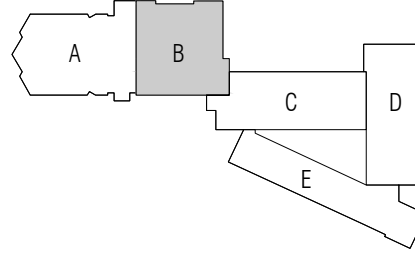
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CONSULTANT

KEY PLAN



OWNER

American Montessori
Academy

PROJECT NAME

Building Renovations

30055 Joy Road
Westland, MI 48185

PROJECT NO.

17-120

ISSUES / REVISIONS

Bidding - Construction 06/14/17

DRAWN BY

FGM

CHECKED BY

ACS

APPROVED BY

MAM

SHEET NAME

FLOOR PLAN -
AREA B

SHEET NO.

A3-02

GENERAL NOTES - TOILET ACCESSORIES

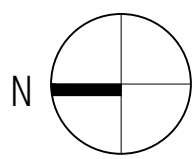
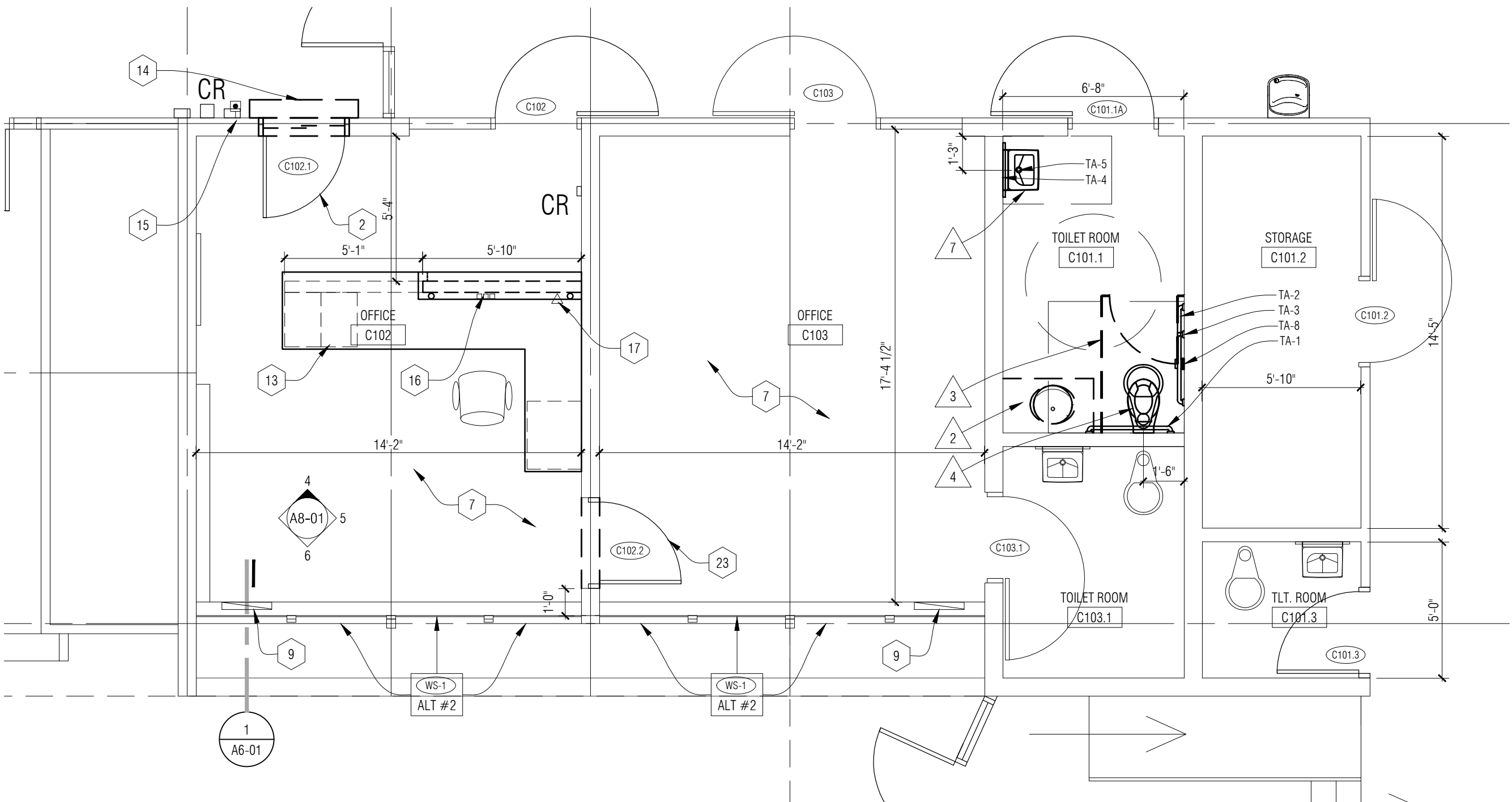
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- C. PROVIDE WOOD BLOCKING SUPPORT AT ALL GRAB BAR LOCATIONS PER GRAB BAR MANUFACTURER'S RECOMMENDATION.
- D. NOTE: ITEMS TAGGED W/ LEGEND CODE OR KEY NOTE ARE NEW WORK ITEMS ALL OTHER ACCESSORIES ARE EXIST. TO REMAIN
- E. TOILET ACCESSORIES LISTED IN LEGEND AND INDICATED 'BY OWNER' WILL BE SUPPLIED BY THE OWNER FOR INSTALLATION BY CONTRACTOR

LEGEND - TOILET ACCESSORIES

- TA-1 NEW 42" GRAB BAR (HORIZONTAL), U.N.O.
- TA-2 NEW 36" GRAB BAR (HORIZONTAL), U.N.O.
- TA-3 NEW 18" GRAB BAR (VERTICAL), U.N.O.
- TA-4 NEW 24" X 36" MIRROR
- TA-5 UNDER-LAVATORY GUARD, REFER TO KEYNOTES
- TA-6 EXISTING SANITARY NAPKIN DISPOSAL TO REMAIN, U.N.O.
- TA-7 NEW COAT HOOK W/ TOILET PARTITIONS
- TA-8 EXISTING TOILET TISSUE DISPENSER TO REMAIN, U.N.O.
- TA-9 EXISTING SOAP DISPENSER TO REMAIN, U.N.O.
- TA-10 EXISTING PAPER TOWEL DISPENSER TO REMAIN, U.N.O.

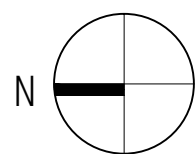
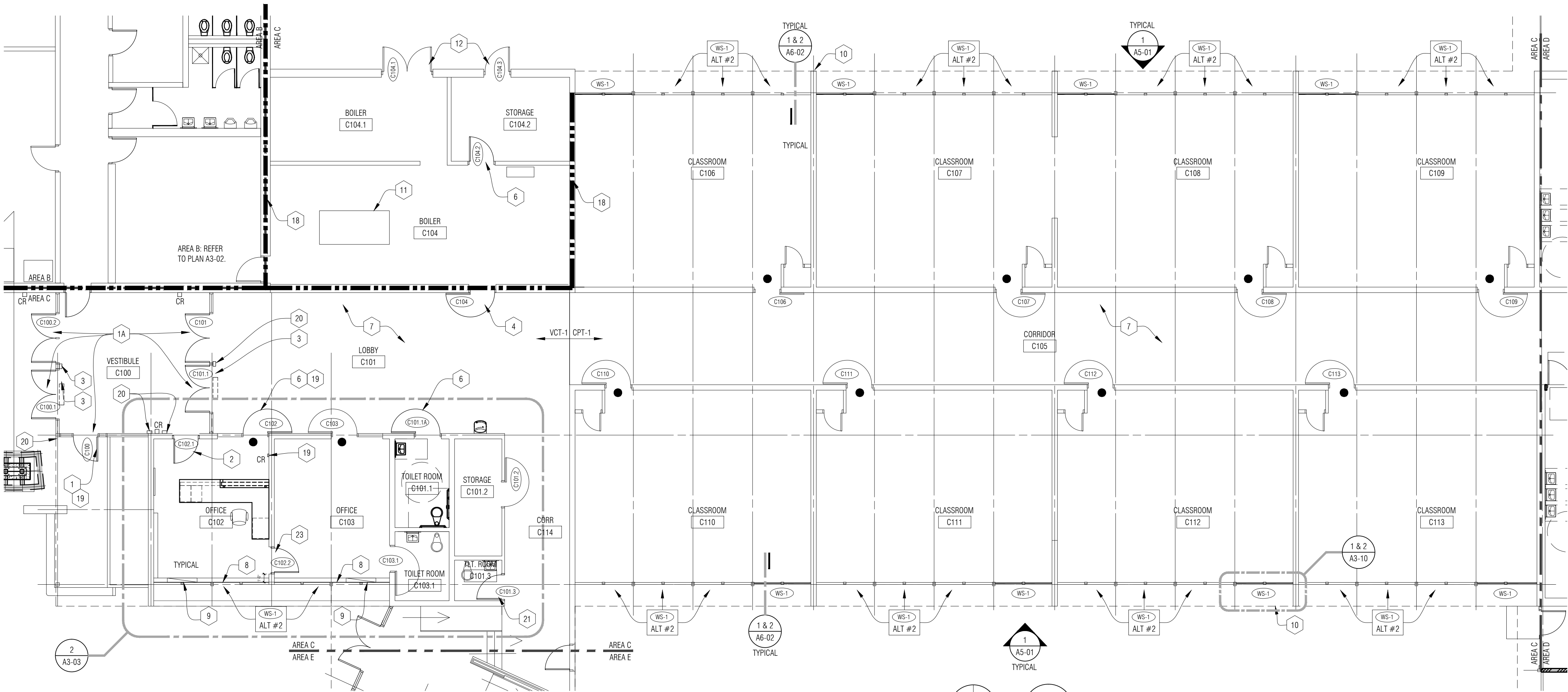
KEY NOTES - TOILET ROOMS

- 1 EXISTING FLOOR DRAIN TO REMAIN. PROVIDE NEW STRAINER COVER.
- 2 EXISTING VANITY/SINK AND LOWER CASEWORK TO BE REMOVED. CAP PLUMBING BEHIND WALL SURFACE AND PROVIDE C.O. WALL COVER.
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- 12 NEW URINAL SCREEN PARTITION. REFER TO SPEC.
- 13 EXISTING WALL MOUNTED MIRROR TO REMAIN TYP UON.



2
A3-03 Enlarged Floor Plan - Area C
1/4" = 1'-0"

NOTE: PROVIDE ALL NEW TOILET ACCESSORIES IN TOILET ROOMS C101.1 AND C101.3



1
A3-03 Floor Plan - Area C
1/8" = 1'-0"

FLOOR PLAN LEGEND

●	EXISTING GLAZING IN DOOR AND SIDELIGHT TO BE REPLACED. REFER TO TYP. HALLWAY ELEV. ON SHEET A8-01
← VCT-# CPT-#	INDICATES TRANSITION BETWEEN NEW FLOOR FINISH TYPES OR COLORS
⬢ #	DOOR TAG - NUMBERING MATCHED TO ASSOCIATED ROOM #
WS-#	WINDOW SYSTEM TO BE REPLACED AS PART OF BASE BID WORK. REFER TO ELEV. AND DETAILS.
WS-# ALT #2	WINDOW SYSTEM TO BE INCLUDED AS PART OF BID ALTERNATE #2.

WALL TYPE LEGEND

---	EXISTING WALL FOR DEMOLITION
---	EXISTING WALL TO REMAIN
---	---
---	---
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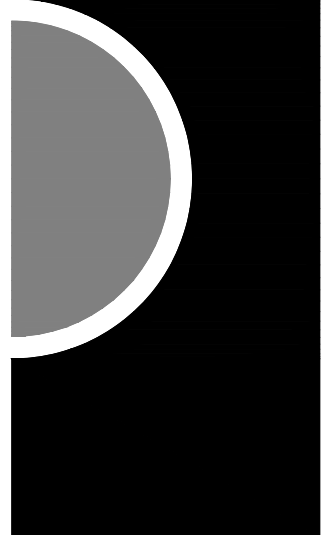
FLOOR PLAN - GENERAL NOTES:

- A. ALL PLAN DIMENSIONS ARE NOMINAL TO FACE OF WALL. WALL THICKNESSES ARE SHOWN NOMINAL - SEE WALL TYPES FOR ACTUAL THICKNESS.
- B. DO NOT SCALE DRAWINGS. USE DIMENSIONS PROVIDED. IF A CONFLICT IS ENCOUNTERED OR A REQUIRED DIMENSION IS NOT PROVIDED, REQUEST A CLARIFICATION FROM THE ARCHITECT.
- C. AT ALL LOCATIONS WHERE GYPSUM BOARD WALL INTERSECTS PERPENDICULAR TO MASONRY BLOCK WALL CORNER, THE GYPSUM BOARD IS TO BE SET BACK 1" FROM BULLNOSE OF BLOCK
- D. REFER TO CODE PLAN FOR LOCATIONS OF FIRE EXTINGUISHERS / CABINETS TO BE SEMI-FLUSH. REFER TO WALL CONSTRUCTION.
- E. REFER TO ROOM FINISH SCHEDULE NEW ROOM FINISHES/ REQUIREMENTS.
- F. IN AREAS OF ALTERATION EXITING ROOM FINISH IS TO BE RESTORED UNLESS NEW ROOM FINISH ARE CALLED OUT IN ROOM FINISH SCHEDULE OR PLAN KEY NOTES.
- G. REFER TO ENLARGED PLANS AND SECTION / DETAILS FOR ADDITION WORK SCOPE REQUIREMENTS.

FLOOR PLAN - KEY NOTES - AREA C
(NOTES SPECIFIC TO THIS AREA)

- 1 EXSTG H.M. DOOR TO BE EQUIPPED W/ NEW ACTUATOR AND HARDWARE MODIFICATIONS
- 1A EXISTING H.M. DOOR TO BE EQUIPPED W/ NEW ELEC. HARDWARE. REFER TO DOOR SCHED.
- 2 NEW DOOR INSTALLATION IN EXISTING MASONRY WALL. REMOVE EXSTG WINDOW AND CABINET HEATER. REFER TO DOOR SCHEDULE AND MECH. DRAWINGS. REMOVE MASONRY BELOW FLOOR LINE. THEN PATCH & PREPARE CONC. SLAB FOR NEW FLOOR FINISHES.
- 3 EXSTG DOOR TO BE EQUIPPED WITH NEW ADA COMPLIANT DOOR OPERATOR. INTERLOCK OPERATOR FUNCTION WITH ACTUATOR AND REMOVE RELEASE CONTROL.
- 4 NEW DOOR AND FRAME IN EXSTG OPENING. REFER TO DOOR SCHEDULE. VERIFY SIZE OF OPENING IN FIELD.
- 5 NEW DOOR IN EXSTG FRAME. VERIFY EXSTG FRAME & MODIFY FOR NEW DOOR SWING. REFER TO DOOR SCHED.
- 6 EXSTG DOOR TO RECEIVE HARDWARE UPGRADES. REFER TO DOOR SCHEDULE.
- 7 ROOM TO RECEIVE NEW FINISHES. REFER TO FINISH SCHED.
- 8 EXSTG WINDOW SYSTEM TO BE REPLACED AS PART OF ALTERNATE #2. REFER TO TYPICAL ELEVATIONS. MODIFY DIMENSIONS BASED ON EXSTG PLANTER. INSTALL INSUL. PANEL IN UPPER LIGHT FOR WINDOW A/C UNIT.
- 9 PROVIDE INSUL. PANEL AND OPENING W/ SECONDARY ALUM. FRAMING FOR ROOM A/C UNIT INSTALLATION PER DETAIL ON _____. A/C UNIT TO BE PROVIDED BY OWNER. COORDINATE OPENING SIZE AND MOUNTING REQ'S. EXTEND ELEC. SERVICE OUTLET. REFER TO ELECTRICAL.
- 10 LINE OF EXSTG OVERHANG AND EXPOSED STRUCTURE TO BE REFINISHED AS PART OF ALTERNATE #2. REFER TO DETAIL _____ ON _____ TYP. FOR THIS ELEVATION.
- 11 EXSTG BOILER TO BE REPLACED. REFER TO MECHANICAL.
- 12 EXSTG DOOR TO BE PAINTED.
- 13 NEW SERVICE COUNTER/CASEWORK. REFER TO DETAIL ON SHEET A8-01 & A8-02.
- 14 EXSTG CABINET UNIT HEATER TO BE REMOVED. BRANCH HEAT PIPING CAPPED BELOW FLOOR/WALL & PATCH. WALLS & FLOORS TO RECEIVE NEW FINISHES - REFER TO ROOM FINISH SCHEDULE.
- 15 WALL MOUNTED ADA DOOR ACTUATOR. INTERLOCK WITH SECURITY FUNCTIONS. REFER TO ELECTRICAL.
- 16 PUSH BUTTON SECURITY ACTUATOR FOR (3) DOORS. REFER TO ELECTRICAL.
- 17 DATA OUTLET FOR DOOR SECURITY. INTERCOM/CAMERA SYSTEM BY OWNER. COORDINATE INSTALLATION.
- 18 FIRE STOP EXISTING WALL, DECK, JOINTS, & WALL PENETRATIONS FOR A 1-HOUR FIRE RATING. TYP. FOR THIS WALL AND ROOM.
- 19 DOOR TO BE EQUIPPED WITH CARD READER CONTROL. REFER TO SCHED. AND SPEC
- 20 BARRIER FREE DOOR OPP CONTROL LOCATION
- 21 NEW DOOR AND FRAME IN MODIFIED MASONRY OPENING. INSTALL NEW MASONRY LINTEL. PATCH IN CERAMIC TILE FINISH AT FLOOR AND WALLS.
- 22 EXIST. WALL MOUNTED LIGHT FIXTURE TO BE REMOVED. RE-CIRCUIT WALL SWITCH TO FEED NEW CEILING LIGHT FIXTURE.
- 23 NEW DOOR AND FRAME IN EXISTING MASONRY WALL - PROVIDE PRECAST CONC LINTEL - REFER TO DOOR SCHEDULE.

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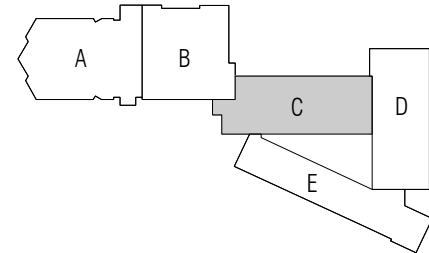
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American Montessori Academy

PROJECT NAME

Building Renovations

30055 Joy Road
Westland, MI 48185

PROJECT NO.

17-120

ISSUES / REVISIONS

Bidding - Construction 06/14/17

FGM

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SHEET NAME

FLOOR PLAN -
AREA C

SHEET NO.

A3-03

GENERAL NOTES - TOILET ACCESSORIES

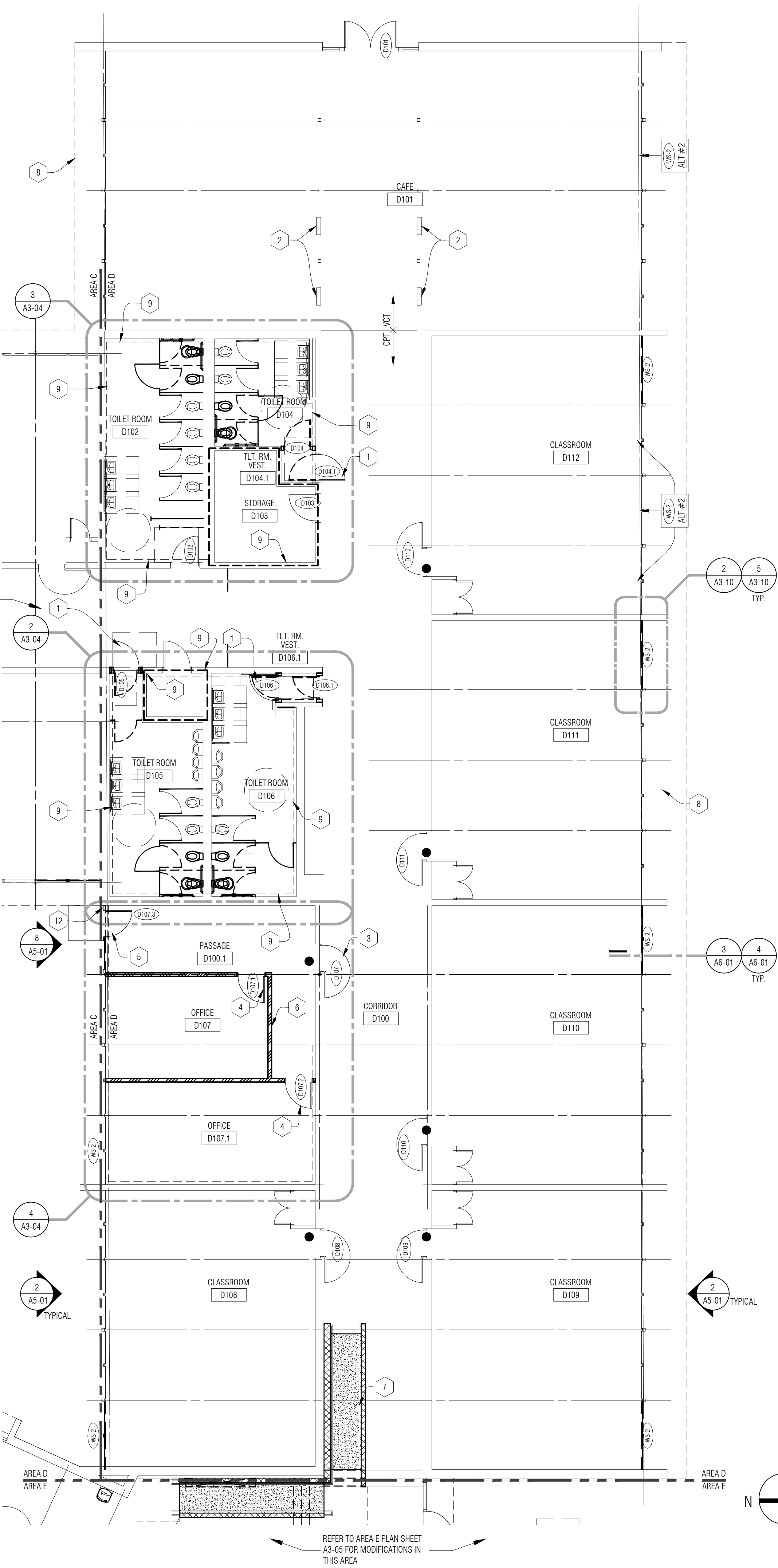
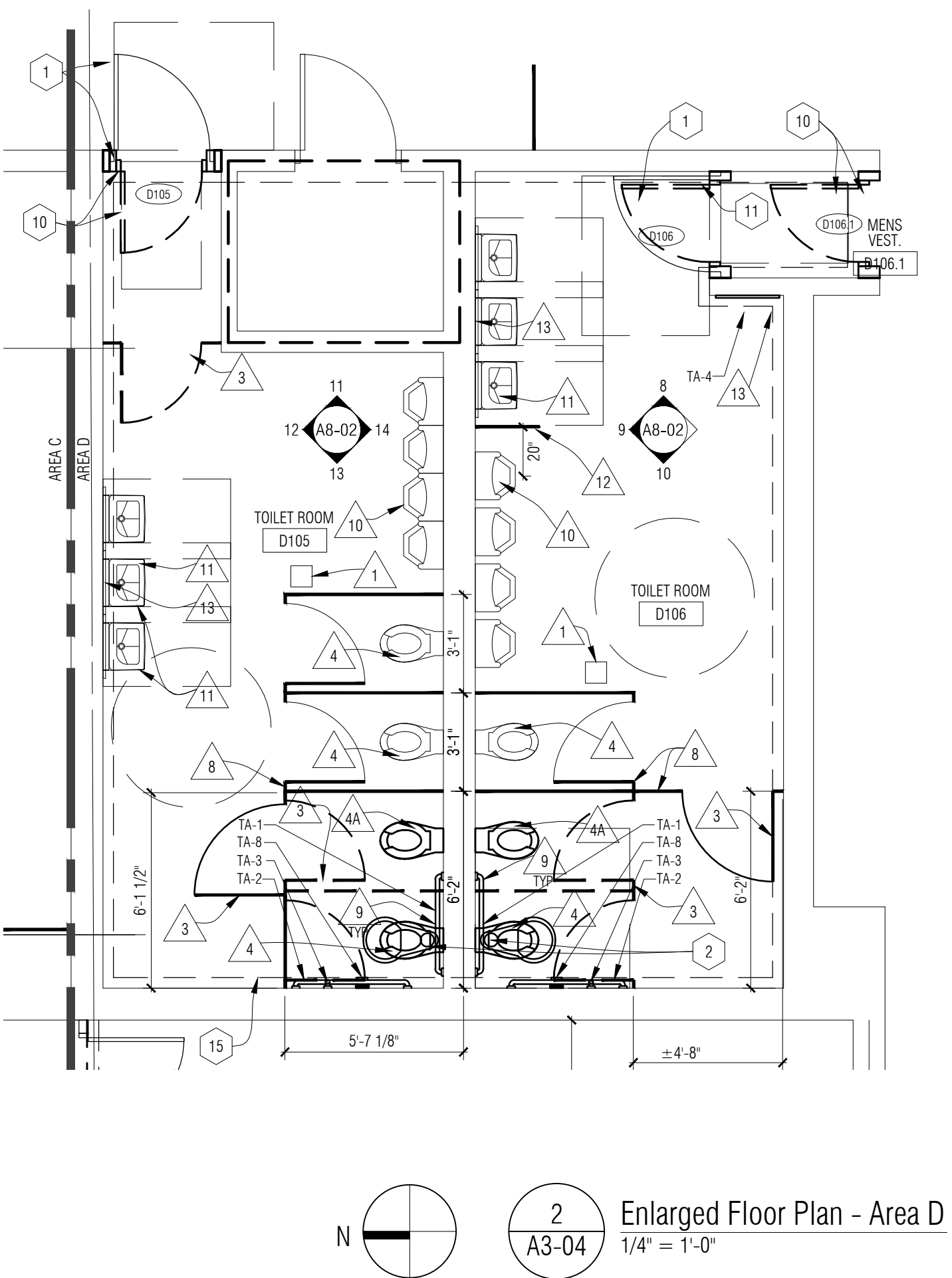
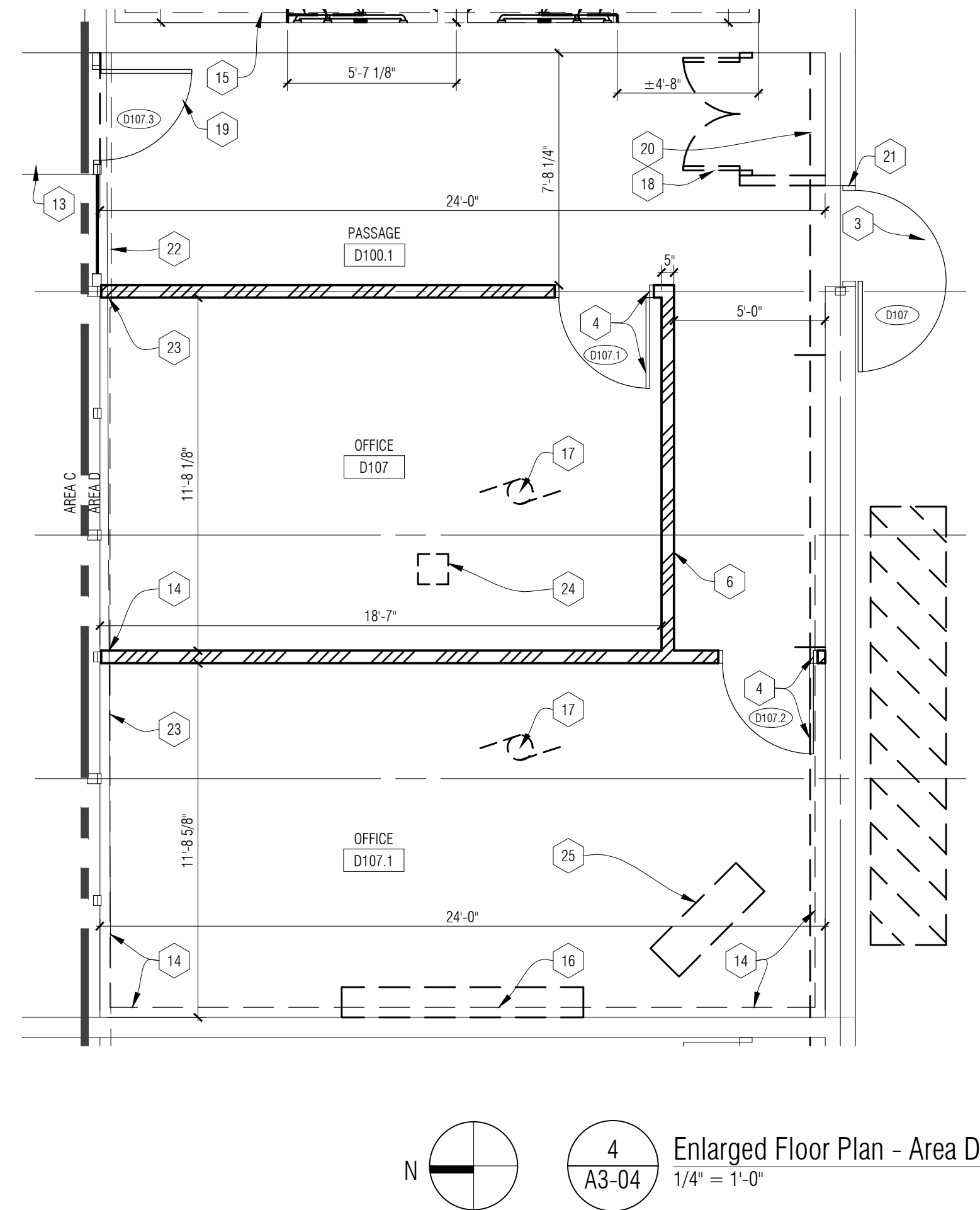
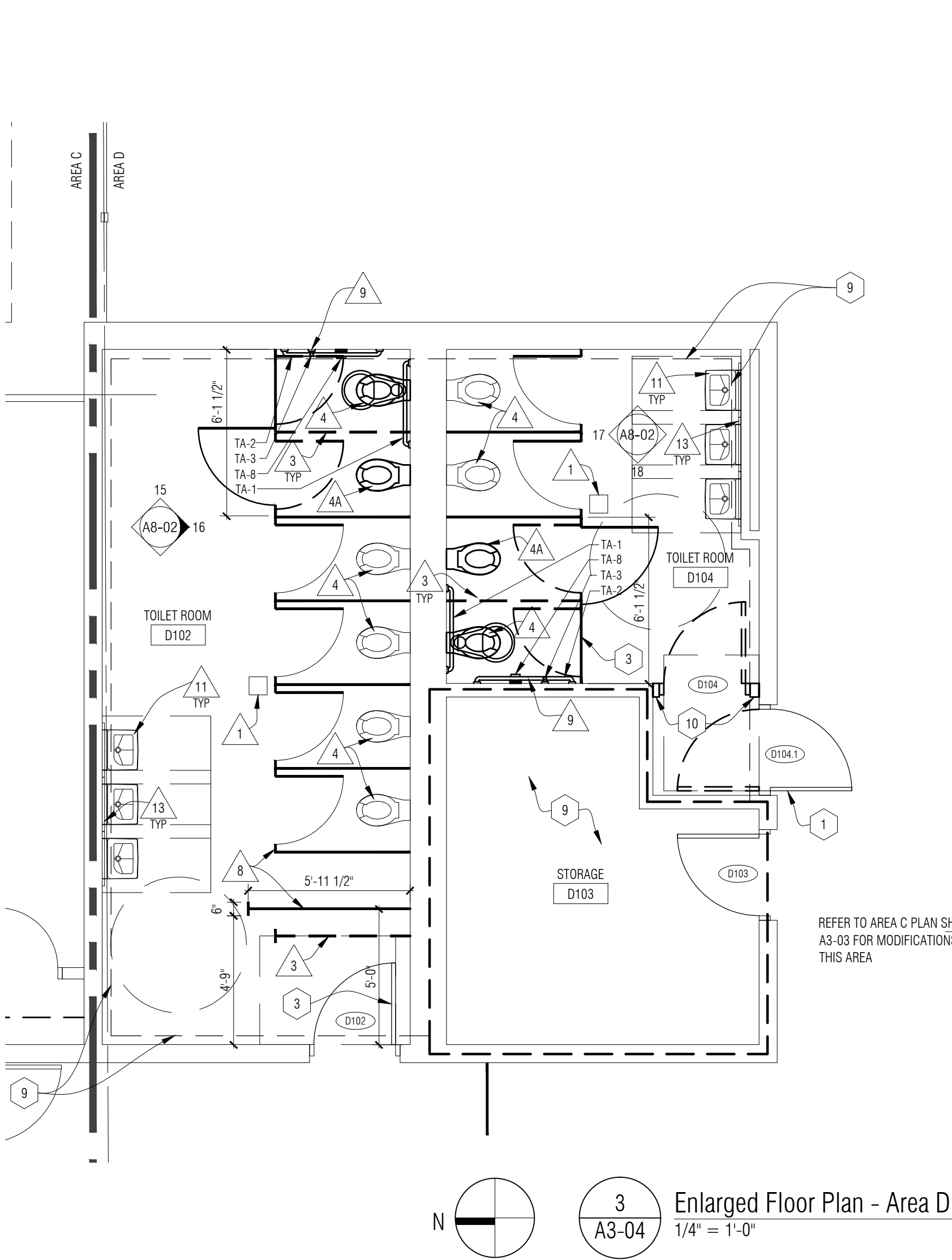
- A. REFER TO SPECIFICATION SECTION 102800 FOR DESCRIPTION OF TOILET ACCESSORIES.
- B. REFER TO MECHANICAL PLANS FOR ALL PLUMBING FIXTURES.
- C. PROVIDE WOOD BLOCKING SUPPORT AT ALL GRAB BAR LOCATIONS PER GRAB BAR MANUFACTURER'S RECOMMENDATION.
- D. NOTE: ITEMS TAGGED W/ LEGEND CODE OR KEY NOTE ARE NEW

LEGEND - TOILET ACCESSORIES

- TA-1 42" GRAB BAR (HORIZONTAL)
- TA-2 36" GRAB BAR (HORIZONTAL)
- TA-3 18" GRAB BAR (VERTICAL)
- TA-4 MIRROR
- TA-5 UNDER-LAVATORY GUARD
- TA-6 SANITARY NAPKIN DISPOSAL
- TA-7 COAT HOOK
- TA-8 TOILET TISSUE DISPENSER
- TA-9 SOAP DISPENSER
- TA-10 PAPER TOWEL DISPENSER
- TA-11 MOP HOLDER

KEY NOTES - TOILET ROOMS

- 1 EXISTING FLOOR DRAIN TO REMAIN. PROVIDE NEW STRAINER COVER.
- 2 EXISTING VANITY/SINK AND LOWER CASEWORK TO BE REMOVED. CAP PLUMBING BEHIND WALL SURFACE AND PROVIDE C.O. WALL COVER.
- 3 EXISTING TOILET PARTITION SYSTEM TO BE REMOVED. COMPLETELY PATCH FASTENER HOLES WITH MATCHING SEALANT.
- 4 EXISTING WATER CLOSET TO BE REMOVED AND REPLACED W/ NEW FIXTURE AND FLUSH VALVE.
- 4A EXISTING WATER CLOSET TO BE REMOVED AND UTILITIES CAPPED BEHIND FLOOR/WALL SURFACE. PATCH IN NEW MATCHING CERAMIC TILE.
- 5 NEW TOILET FIXTURE. SAW CUT FLOOR TO EXTEND SANITARY AND WATER SUPPLY. REFER TO MECH/ELEC.
- 6 EXISTING BLOCK WALL AND CERAMIC TILE FINISH TO BE REMOVED AND PATCHED IN MATCHING C.T. FINISH
- 7 NEW LAVATORY IN NEW LOCATION. SAW CUT FLOOR AND WALL TO EXTEND NEW SANITARY AND WATER SUPPLY. PIPING. PATCH IN EXISTING CERAMIC TILE FLOOR AND WALL FINISH TO MATCH.
- 8 NEW TOILET PARTITION SYSTEM. REFER TO SPEC.
- 9 NEW GRAB BAR AND TOILET ACCESSORIES IN NEW BARRIER FREE TOILET COMPARTMENT.
- 10 EXISTING FLOOR MOUNTED URINALS TO REMAIN TYP UON.
- 11 EXISTING LAVATORY TO REMAIN TYP. PROVIDE NEW UNDER LAVATORY GUARD.
- 12 NEW URINAL SCREEN PARTITION. REFER TO SPEC.
- 13 EXISTING WALL MOUNTED MIRROR TO REMAIN TYP UON.



FLOOR PLAN - KEY NOTES - AREA D
(NOTES SPECIFIC TO THIS AREA)

- 1 NEW DOOR AND FRAME IN MODIFIED OPENING. +
- 2 LINE OF FLOOR GRILLE TO BE REMOVED AND INFILLED W/ CONCRETE. PREP FLOOR FOR NEW FINISH INSTALLATION.
- 3 EXISTING DOOR TO REMAIN W/ HARDWARE MODIFICATIONS. REFER TO DOOR SCHEDULE.
- 4 NEW DOOR IN HM FRAME. REFER TO DOOR SCHEDULE.
- 5 NEW HM DOOR IN ALUM FRAME IN ALUM WINDOW SYSTEM. REFER TO DOOR SCHEDULE AND DETAILS.
- 6 NEW PARTITION WALLS 3-5/8" METAL STUD @ 16" OC W/ 5/8" GYP ON EACH SIDE UP TO FIN CEILING ABOVE. REFER TO ENLARGED PLAN DRAWINGS.
- 7 NEW ADA RAMP. REFER TO SHEET A3-05. ENLARGED PLAN AND DETAILS.
- 8 LINE OF EXISTING OVERLAYS. REFER TO REFLECTED CEILING PLAN FOR SCOPE OF WORK.
- 9 FIRE STOP EXISTING WALL/DECK JOINT AND WALL PENETRATIONS FOR 1HR FIRE RATING TYPICAL FOR THIS WALL/ROOM.
- 10 EXISTING DOOR/FRAME TO BE REMOVED W/ MASONRY REMOVED TO FACE OF ADJ WALL TOOTH IN NEW MASONRY. PATCH IN MATCH CERAMIC TILE FINISH.
- 11 EXISTING DOOR/FRAME TO BE REMOVED W/ MASONRY REMOVED OF FACE OF ADJ WALL FOR NEW DOOR AND FRAME INSTALLATION. PATCH IN MATCH CT FINISH.
- 12 NEW DELAYED EGRESS DOOR CONTROL. REFER TO DOOR SCHED.
- 13 LINE OF CONC. SUPPORTED STOOP. REFER TO SITE PLAN.
- 14 LINE OF EXIST. ELEC. RACEWAY ON FLOOR AND WALL TO BE REMOVED.
- 15 EXIST. CHALK BOARD / MARKER BOARD TO BE REMOVED THIS WALL SURFACE
- 16 EXIST. BASE CABINET AND BASE TO BE REMOVED
- 17 EXIST. ROOM CEILING FANS TO BE REMOVED ALONG WITH POWER CONDUIT AND SWITCH CONTROLS.
- 18 EXIST. WOOD CLOSET AND SHELVING TO BE REMOVED. SALVAGE UPPER WOOD TRIM AND CAP FOR REUSE.
- 19 NEW HM DOOR AND FRAME INSTALLED TO ADJACENT ALUM. WINDOW SYSTEM. REFER TO DOOR SCHEDULE. COORD. INSTALLATION W/ EXIST. STEEL COL. / BLOCKING AND TRIM.
- 20 INSTALL SALVAGED WD TRIM AT CORRIDOR CLERESTORY SILL. MATCH PROFILE REFINISH WD TRIM, DOOR, FRAME TO FACE OF STEEL COLUMN ON ROOM SIDE.
- 21 PROVIDE MATCHING WD JAMB AT EXIST. DOOR TO REMAIN.
- 22 LINE OF EXIST. FIN TUBE RADIATOR PIPING AND COVER TO BE REMOVED AND MODIFIED BACK TO FIRST COVER JOINT. SALVAGE END CAP COVER FOR REINSTALLATION AT ALTERED SECTION TO REMAIN.
- 23 EXIST. FIN TUBE PIPE AND COVER TO REMAIN. HOLD AND COPE NEW WALL CONSTRUCTION AROUND COVER.
- 24 EXIST. POWER POLE TO BE REMOVED. REFER TO ELEC.
- 25 EXIST. DATA RACK TO BE REMOVED BY OWNERS TECH. CONTRACTOR

FLOOR PLAN LEGEND

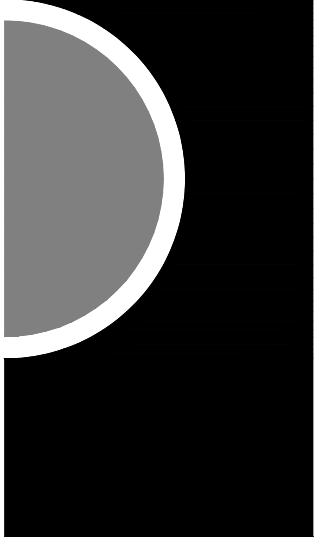
●	EXISTING GLAZING IN DOOR AND SIDELIGHT TO BE REPLACED. REFER TO TYP. HALLWAY ELEV. ON SHEET A8-01
VCT-# / CPT-#	INDICATES TRANSITION BETWEEN NEW FLOOR FINISH TYPES OR COLORS
##	DOOR TAG - NUMBERING MATCHED TO ASSOCIATED ROOM #
WS-#	WINDOW SYSTEM TO BE REPLACED AS PART OF BASE BID WORK. REFER TO ELEV. AND DETAILS.
WS-# / ALT #2	WINDOW SYSTEM TO BE INCLUDED AS PART OF BID ALTERNATE #2.

WALL TYPE LEGEND

---	EXISTING WALL FOR DEMOLITION
---	EXISTING WALL TO REMAIN
	NEW 3-5/8" MTL. STUD WALL W/ 5/8" GYP. BOARD EA. SIDE UP TO FIN. CEIL.

1 Floor Plan - Area D
1/8" = 1'-0"

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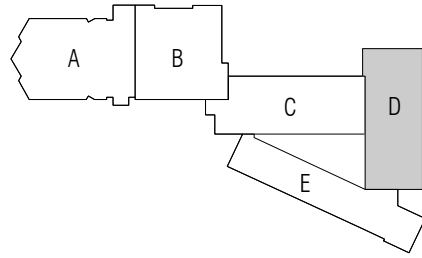
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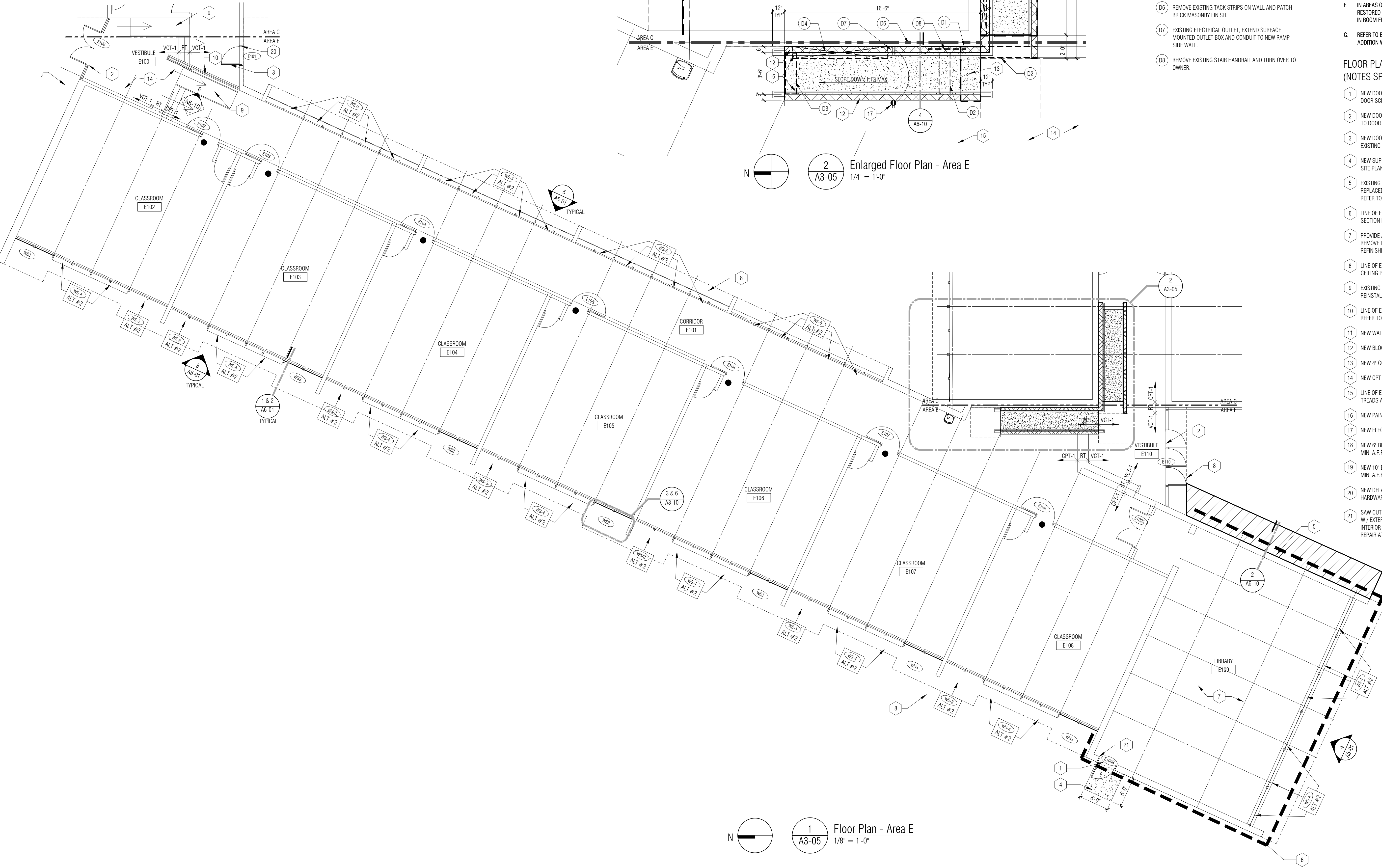
FLOOR PLAN -
AREA D

SHEET NO.

A3-04

FLOOR PLAN LEGEND	
	EXISTING GLAZING IN DOOR AND SIDELIGHT TO BE REPLACED. REFER TO TYP. HALLWAY ELEV. ON SHEET A8-01
	INDICATES TRANSITION BETWEEN NEW FLOOR FINISH TYPES OR COLORS
	DOOR TAG - NUMBERING MATCHED TO ASSOCIATED ROOM #
	WINDOW SYSTEM TO BE REPLACED AS PART OF BASE BID WORK. REFER TO ELEV. AND DETAILS.
	WINDOW SYSTEM TO BE INCLUDED AS PART OF BID ALTERNATE #2.

WALL TYPE LEGEND	
	EXISTING WALL FOR DEMOLITION
	EXISTING WALL TO REMAIN
	NEW PARTIAL 6' CMU BLOCK AT RAMP. SEE SECTION DETAILS FOR MORE



DEMOLITION - KEY NOTES - AREA E
(NOTES SPECIFIC TO THIS AREA)

- D1 AREA OF EXISTING FLOOR SLAB TO BE SAW CUT AND REMOVED FOR NEW RAMP INSTALLATION.
- D2 AREA OF EXISTING CONC. STAIR TO BE SAW CUT AND REMOVED FOR NEW RAMP INSTALLATION.
- D3 AREA OF EXISTING CONC. SLAB TO BE REMOVED FOR NEW CONC. RAMP OVERPOUR. MATCH EDGE OF CUT WITH BOTTOM OF SLOPED SURFACE.
- D4 LINE OF EXISTING CABINET HEATER TO BE REMOVED. DRAIN HEATING SYSTEM. CUT AND CAP SUPPLY AND RETURN BRANCH LINES BELOW FLOOR. PATCH MASONRY AT REMOVED CABINET. REFER TO MECH. DRAWINGS.
- D5 NOT USED
- D6 REMOVE EXISTING TACK STRIPS ON WALL AND PATCH BRICK MASONRY FINISH.
- D7 EXISTING ELECTRICAL OUTLET, EXTEND SURFACE MOUNTED OUTLET BOX AND CONDUIT TO NEW RAMP SIDE WALL.
- D8 REMOVE EXISTING STAIR HANDRAIL AND TURN OVER TO OWNER.

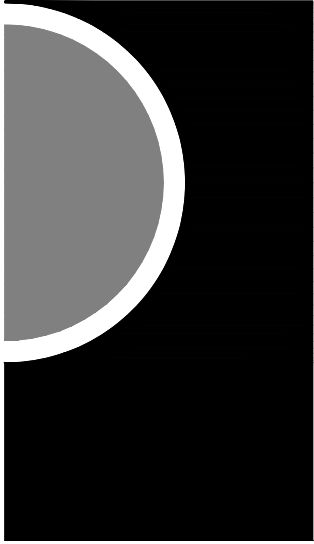
FLOOR PLAN - GENERAL NOTES:

- A. ALL PLAN DIMENSIONS ARE NOMINAL TO FACE OF WALL. WALL THICKNESSES ARE SHOWN NOMINAL - SEE WALL TYPES FOR ACTUAL THICKNESS.
- B. DO NOT SCALE DRAWINGS. USE DIMENSIONS PROVIDED. IF A CONFLICT IS ENCOUNTERED OR A REQUIRED DIMENSION IS NOT PROVIDED, REQUEST A CLARIFICATION FROM THE ARCHITECT.
- C. AT ALL LOCATIONS WHERE GYPSUM BOARD WALL INTERSECTS PERPENDICULAR TO MASONRY BLOCK WALL CORNER, THE GYPSUM BOARD IS TO BE SET BACK 1" FROM BULLNOSE OF BLOCK
- D. REFER TO CODE PLAN FOR LOCATIONS OF FIRE EXTINGUISHERS / CABINETS TO BE SEMI-FLUSH. REFER TO WALL CONSTRUCTION.
- E. REFER TO ROOM FINISH SCHEDULE NEW ROOM FINISHES/ REQUIREMENTS.
- F. IN AREAS OF ALTERATION EXISTING ROOM FINISH IS TO BE RESTORED UNLESS NEW ROOM FINISH ARE CALLED OUT IN ROOM FINISH SCHEDULE OR PLAN KEY NOTES.
- G. REFER TO ENLARGED PLANS AND SECTION / DETAILS FOR ADDITION WORK SCOPE REQUIREMENTS.

FLOOR PLAN - KEY NOTES - AREA E
(NOTES SPECIFIC TO THIS AREA)

- 1 NEW DOOR IN NEW MASONRY OPENING. REFER TO DOOR SCHEDULE AND DETAILS.
- 2 NEW DOOR AND FRAME INCLUDING SIDELIGHTS. REFER TO DOOR SCHEDULE AND DETAILS.
- 3 NEW DOOR IN EXISTING FRAME. VERIFY DIMENSIONS & EXISTING CONDITIONS IN FIELD. SEE DOOR SCH. & DET.
- 4 NEW SUPPORTED CONC. STCOOP AND WALK. REFER TO SITE PLAN FOR ADDITIONAL INFORMATION.
- 5 EXISTING CONCRETE PAVING TO BE REMOVED AND REPLACED FOR FOUNDATION WALL DAMPROOFING. REFER TO SITE PLAN FOR SCOPE AND DETAILS.
- 6 LINE OF FOUNDATION WALL DAMPROOFING. REFER TO SECTION DETAILS.
- 7 PROVIDE ADDITIONAL PREP ON LOWER 1/3 OF WALL TO REMOVE LOOSE AND DAMAGED PAINT FOR REFINISHING. TYP. THIS ROOM @ EXTERIOR WALLS.
- 8 LINE OF EXISTING OVERHANG. REFER TO REFLECTED CEILING PLAN AND DETAILS FOR REFINISHING SCOPE.
- 9 EXISTING PRE-FAB. ALUM. RAMP. REMOVE AND REINSTALL TO COMPLETE FLOOR FINISH INSTALLATION.
- 10 LINE OF EXISTING STEEL GUARD RAIL TO BE MODIFIED. REFER TO DETAIL #6 ON SHEET A6-10.
- 11 NEW WALL MOUNTED HANDRAIL EA. SIDE OF RAMP
- 12 NEW BLOCK MASONRY SILL WALL. SEE DETAIL 4, A6-10
- 13 NEW 4" CONC. RAMP ON COMPACTED FILL. SLOPE 1:12
- 14 NEW CPT 4 ENTRY MAT CARPET INSTALLATION
- 15 LINE OF EXISTING STAIRS TO RECEIVE NEW RUBBER TREADS AND RISERS. REMOVE EXISTING FINISH.
- 16 NEW PAINTED METAL HAND & GUARDRAIL.
- 17 NEW ELECTRICAL OUTLET EXTENSION. REFER TO ELEC.
- 18 NEW 6" BLOCK WALL UP TO GUARDRAIL HEIGHT AT 42" MIN. A.F.F.
- 19 NEW 10" BLOCK WALL UP TO GUARDRAIL HEIGHT AT 42S MIN. A.F.F.
- 20 NEW DELAY EGRESS DOOR CONTROL. REFER TO HARDWARE SCHLD. AND SPEC.
- 21 SAW CUT NEW DOOR OPENING. SET HM FRAME FLUSH W / EXTERIOR. TOOTH IN NEW MATCHING BLOCK AT INTERIOR W / BULLNOSE EDGE. SALVAGE BRICK FOR REPAIR AT LOOSE STEEL LINTEL REPAIR.

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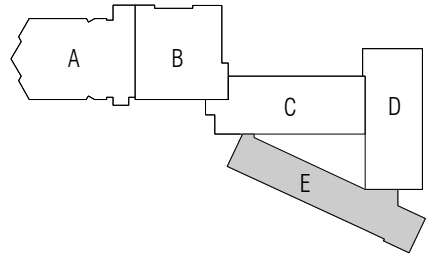
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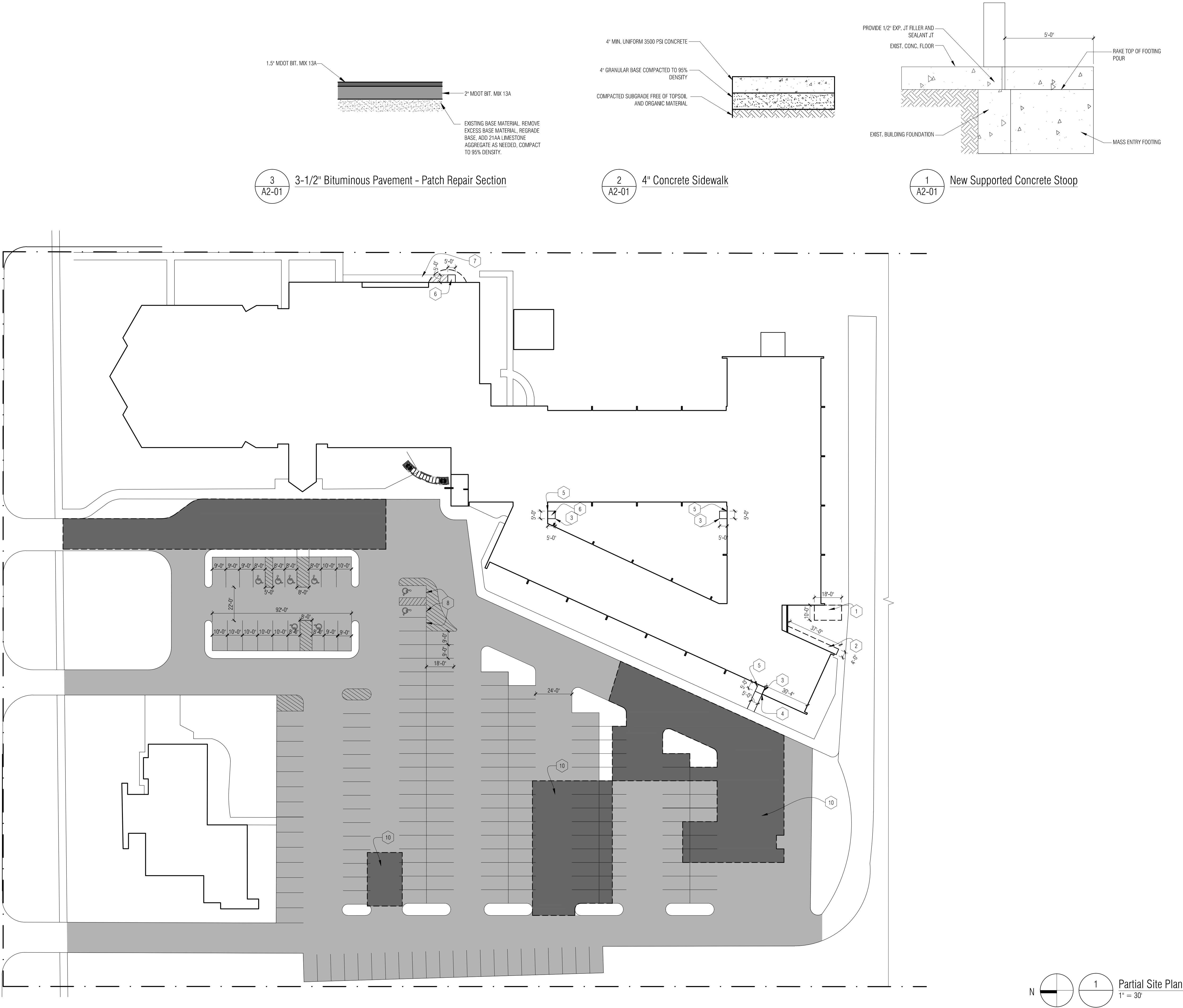
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SHEET NAME

FLOOR PLAN -
AREA E

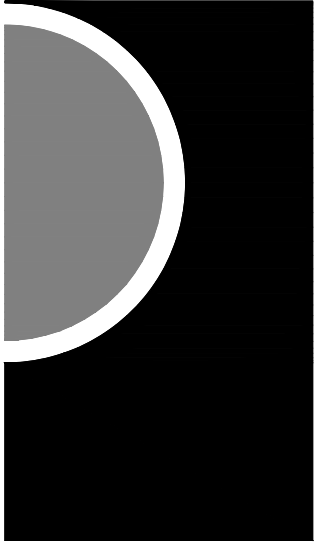
SHEET NO.

A3-05



- ARCH. SITE PLAN KEY NOTES:
- EXISTING 4" CONC. DAMAGED PAVING TO BE REMOVED AND REPLACED. EXCAVATE AND REWORK SAND BASE AND SUBGRADE TO BE REWORKED TO MATCH EXISTING PAVING ELEV. AND MAINTAIN DRAINAGE MATCH EXISTING PAVING JOINTS.
 - EXISTING 4" CONC. PAVING TO BE REMOVED AND REPLACED FOR BELOW GRADE WATER PROOFING APPLICATION. RECOMPACT BACK FILL TO 95% MOD PROC. CAST NEW CONCRETE ON MIN 4" COMP. SAND BASE. MATCH EXIST. JOINT PATTERN.
 - NEW 5x5 SUPPORTED STOOP. MATCH FINISH FLOOR AND SLOPE TO DRAIN. REFER TO DETAIL. REMOVE AND RESTORE LAWN AREA.
 - NEW 4" CONC. WALK 5'-0" WIDE EXTEND FROM SUPPORTED STOOP TO ADJACENT CONC. WALK. CAST NEW CONC. WALK ON 4" COMP. SAND BASE. REMOVE AND RESTORE EXIST. LAWN AREA.
 - ALIGN SUPPORTED CONC. STOOP WITH MASONRY EDGE OF NEW / EXIST. DOOR OPENING.
 - REMOVE EXIST. CONC. PAVING FOR NEW PAVING INSTALLATION / NEW WORK.
 - NEW 4" CONC. PAVING 5'-0" WIDE SLOPE AT 1:12 EXTENDING TO MEET EXIST. CONC. PATH PAVING. REGRADE AREA AROUND EXIST. RAISED CONC. STOOP AND RESTORE LAWN AREA.
 - NEW BARRIER FREE PARKING SIGNAGE. REFER TO DETAIL.
 - TYPICAL 9'-0" x 18'-0" PARKING STALL. RESTRIPT LOT TO MATCH EXIST. LAYOUT TYP. U.N.O.
 - AREA OF DAMAGED ASPHALT PAVING TO BE REMOVED, SUB BASE AND AGG BASE RECOMPACTED PER DETAIL #3 ON A2-01.
- SITE PAVING LEGEND:
- EXISTING ASPHALT AREA TO BE SEAL COATED (ENTIRE LOT) AND RE-STRIPTED.
 - AREA OF EXIST. ASPHALT REPLACEMENT. REFER TO DETAIL 3 THIS SHEET
 - AREA OF NEW CONC. PAVING OR CONC. PAVING REPLACEMENT

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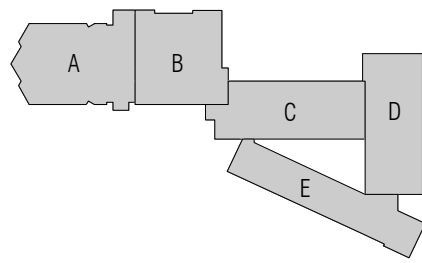


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SITE PLAN

SHEET NO.

A2-01

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(517) 241-9317**

**BUILDING PERMIT NO.: BLDG17-01682
30055 JOY RD
WESTLAND, MICHIGAN
WAYNE COUNTY**

The above named building of Use Group E, Education and Construction Type 2B - Non Combustible (Non Rated Structural Elements) is approved for use and occupancy for a period of three (3) months with an expiration date of April 5, 2018.

Conditions:

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 111.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.

Jon Paradine

**Jon Paradine, Chief
Building & Permits Division**

January 5, 2018

AGREEMENT FOR PURCHASE AND SALE

THIS AGREEMENT FOR PURCHASE AND SALE ("Agreement") is made this 21st day of February, 2017 by and between Allen H. Vigneron, Roman Catholic Archbishop of the Archdiocese of Detroit ("Seller"), whose address is 12 State Street, Detroit, Michigan 48226, and American Montessori Academy, a Michigan public school academy ("Purchaser"), whose address is 14800 Middlebelt Road, Livonia, Michigan 48154.

WITNESSETH:

WHEREAS, Seller desires to sell, and Purchaser desires to purchase, all right, title and interest of Seller in and to the real property located in the City of Westland, County of Wayne, State of Michigan, more particularly described on Exhibit A attached hereto, commonly known as 30055 Joy Road, Westland, Michigan (collectively the "Property"), in accordance with the terms set forth below;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. **Purchase and Sale.** Seller agrees to sell to Purchaser and Purchaser agrees to purchase from Seller all right, title and interest of Seller in and to the Property, together with all improvements and appurtenances, if any now on the Property, subject to the terms of this Agreement. The purchase and sale of the Property shall be consummated by delivery of an executed recordable covenant deed in the form attached hereto as **Exhibit B** subject to the following (collectively, the "Permitted Exceptions"): (a) building and use restrictions and easements of record, (b) exceptions to title set forth in the Title Commitment (as later defined), (c) matters which an accurate survey or inspection of the Property would disclose; (d) zoning ordinances, to the extent applicable; (e) rights of the public and of any governmental unit in any part thereof taken, used or deeded for street, road or highway purposes; (f) taxes and assessments, whether general or special, and any lien arising therefrom, which are not due and payable as of Closing (as defined below); and (g) the Restrictive Covenants (as defined below).

Anything in this Agreement to the contrary notwithstanding, Purchaser hereby acknowledges and agrees that Seller's obligations under this Agreement are expressly contingent upon the approval of the Archdiocese of Detroit Finance Council and College of Consultors ("AOD Approval"). The Seller will promptly notify Purchaser of the occurrence of the AOD Approval (such notice being referred to herein as an "AOD Approval Notice", and the date such notice is given is referred to as the "AOD Approval Date"). In the event the Agreement is not approved by the Archdiocese of Detroit Finance Council and College of Consultors within ninety (90) days of the Effective Date, unless an AOD Approval Notice has been given, either party shall have the right to terminate this Agreement upon written notice to the other, whereupon the Deposit shall be returned to Purchaser, and subject to such obligations of Purchaser hereunder which expressly survive termination of this Agreement, neither party shall have any further obligation to the other under this Agreement.

2. **Purchase Price.** The purchase price (the "Purchase Price") to be paid by Purchaser to Seller for the Property shall be One Million Three Hundred Fifty Thousand Dollars

(\$1,350,000.00), as adjusted for the Closing prorations and other adjustments described in this Agreement. Payments at Closing will be made by wire transfer of immediately available funds or delivery of a cashier's or certified check. Within five (5) business days after the Effective Date (as defined below), Purchaser shall pay Twenty Five Thousand Dollars (\$25,000.00) (the "Deposit") to be held in escrow by Title Source, Inc. ("Title Company"), First National Building | 9th Floor, East - Commercial Team 662 Woodward Avenue | Detroit, MI 48226, as escrow agent (in such capacity, "Escrow Agent") pursuant to the form of Escrow Agreement attached here to as **Exhibit C** and applied to the Purchase Price if the sale is consummated. The Deposit, together with any accrued interest thereon, if any, shall be held by Escrow Agent until refunded, forfeited or applied against the Purchase Price in accordance with this Agreement.

3. **Survey.** Purchaser, at Purchaser's sole cost and expense, may but shall be under no obligation to, provide an ALTA survey (the "Survey") which accurately describes and reflects the Property and is sufficient for the Title Company to issue the Owner's Policy (as later defined) without the standard exceptions.

4. **Restrictive Covenant.** Purchaser hereby acknowledges and agrees that the conveyance of the Property by Seller to Purchaser shall be subject to the following express covenants (the "Restrictive Covenants"), which shall run with the land:

(a) Purchaser, its successors and/or assigns, hereby covenant and agree that any church or religious organization on the Property shall not be called and/or referred to as St. Damian Church. Purchaser, its successors and/or assigns, further covenant and agree that Purchaser shall not operate, advertise, publicize, represent or in any way reference an affiliation to any Roman Catholic church, the Archdiocese of Detroit or any Archdiocese of Detroit church or school, regardless of whether such Archdiocese of Detroit church or school currently is in existence or has been closed; and/or

(b) Purchaser, its successors and/or assigns, hereby further covenant and agree it shall not use the Property (i) for certain medical uses such as assisted suicide or any similar type of activity; abortions or any similar type of activity; artificial fertilization/insemination or any similar type of activity; and genetic cloning or any similar type of activity; or (ii) as an adult arcade, adult bookstore or adult video store, adult cabaret, adult motion picture theater, or for any sexually oriented business, all as defined in the Detroit City Ordinance as of the date of this Agreement.

It is expressly understood and agreed that the Restrictive Covenants contained herein shall attach to and run with the land and bind the Purchaser and its successors and assigns for a period commencing on the Closing Date and expiring on the date which is ten (10) years from the date Purchaser conveys the Property to a third party by deed (the "Restriction Period"). It shall be lawful for Seller, its successors and/or assigns, to institute and prosecute any proceedings at law or in equity against any person violating or threatening to violate the Restrictive Covenants. Any conveyance of the Property within the Restriction Period shall include the Restrictive Covenants and be subject to the terms, conditions, covenants, restrictions and agreements set forth herein. In the event Seller, its successors and/or assigns institutes legal proceedings against the Purchaser, or its successors and/or assigns, for breach of or to enforce any of the Restrictive Covenants, or any of its rights under this Paragraph, the party against

whom a judgment is entered shall pay all costs and expenses relative thereto, including reasonable attorney's fees, of the prevailing party.

5. **Personal Property.** Purchaser hereby acknowledges and agrees that Seller shall have the right to remove any and all personal property from the Property at any time from the Effective Date until the Closing. Seller agrees to sell to Purchaser all of the personal property owned by Seller that is remaining on the Property as of Closing ("Personal Property") for the sum of \$1.00 ("Additional Personal Property Consideration"). The Additional Personal Property Consideration shall be in addition to the Purchase Price and paid by Purchaser at Closing. At Closing, Seller shall execute and deliver to Purchaser a quit claim Bill of Sale conveying title of the Personal Property (other than the Excluded Personal Property) to Purchaser in its "as is" condition, without any representation or warranties of any kind or nature.

6. **Title.** Seller shall procure, at its sole cost and expense, and deliver to Purchaser within fourteen (14) days after the AOD Approval Date, a commitment (the "Title Commitment") for an owner's title insurance policy from Title Company without standard exceptions together with copies of all underlying title exception documents described in such Title Commitment in an amount not less than the Purchase Price bearing an order date later than the acceptance hereof with policy pursuant thereto to be issued insuring Purchaser, provided, however, if Purchaser does not furnish the Title Company with a survey acceptable to the Title Company to remove the standard exceptions which require for their removal a satisfactory survey, then the policy will be issued subject to such exceptions. If the Title Commitment or Survey (if obtained by Purchaser) disclose any defects or other matters objectionable to Purchaser, Purchaser shall notify Seller thereof (the "Defect Notice") within ten (10) days after Purchaser's receipt of both the Title Commitment and Survey (but in any event a Defect Notice shall be given, if at all, not later than forty five (45) days from the AOD Approval Date), otherwise, Purchaser shall be deemed satisfied with the Title Commitment and the Survey (if obtained by Purchaser) and the condition of title without any further action by the parties. Seller shall have thirty (30) days from receipt of any Defect Notice to cure the defect or obtain the Title Company's agreement to affirmatively insure over such defect, although Seller shall have no obligation to cure or obtain insurance over such defects. If Seller does not cure or obtain insurance over any defect within said thirty (30) day period or if Seller notifies Purchaser that it will not attempt to cure or obtain such insurance, Purchaser shall have the option upon notice to Seller not later than ten (10) days after the expiration of said thirty (30) day period or such notice from Seller, whichever occurs first, either to (a) terminate this Agreement, whereupon this Agreement shall terminate, Seller shall return the Deposit to Purchaser and, subject to such obligations of Purchaser hereunder which expressly survive termination of this Agreement, neither party shall have any further obligation to the other, or (b) accept title as it then is without any reduction in the Purchase Price. If Purchaser does not notify Seller of its election within said ten (10) day period, Purchaser shall be deemed to have elected option (b).

7. **Inspection Period.**

(a) Purchaser shall have the right from the Effective Date to the date which is ninety (90) days from the AOD Approval Date (such period being referred to herein as the "Inspection Period"), at Purchaser's sole cost and expense, to conduct such tests, studies and examinations of the Property as Purchaser deems advisable, to investigate applicable laws,

ordinances and codes, to obtain all of the Approvals (as later defined) and to do all other things as Purchaser deems necessary, in its sole discretion, to satisfy itself that the Property is suitable for Purchaser's intended use; provided, however, that Purchaser shall not conduct any soil borings or other invasive testing of the Property without the prior written consent of Seller, which consent shall not be unreasonably withheld (collectively, the "Inspections"). Seller shall cooperate with Purchaser in Purchaser's efforts to complete its Inspections as well as to obtain its Approvals (as later defined) and shall execute any and all documents reasonably requested by Purchaser with respect to the Approvals, provided that in no event shall Seller be obligated to make any representation or warranty or to incur any liability or expense in connection with any such cooperation or execution of such documents. Seller agrees that Purchaser, its officers, employees, agents, invitees and contractors ("Purchaser's Representatives") shall have reasonable access to the Property to conduct the Inspections, all at Purchaser's sole cost, risk and expense. Purchaser shall indemnify, to the fullest extent of the law, defend and hold Seller harmless from any claim, loss, cost, expense, liability, damage, or injury, including reasonable attorneys' fees, arising out of or related to any Inspections. In the event any such Inspections disturb any portion of the Property the Purchaser shall, at its sole cost and expense, promptly restore the Property to its prior condition. These obligations shall survive the Closing or the termination of this Agreement. If Purchaser is not satisfied with the results of its Inspections or if Purchaser has not obtained all Approvals, Purchaser shall have the right to terminate this Agreement upon notice to Seller thereof within the Inspection Period (a "Termination Notice"), whereupon this Agreement shall terminate, the Deposit shall be returned to the Purchaser and, subject to such obligations of Purchaser hereunder which expressly survive termination of this Agreement, neither party shall have any further obligation to the other. If for any reason Purchaser does not furnish Seller with a Termination Notice within the Inspection Period, then Purchaser shall automatically be deemed satisfied with the results of its Inspections and the condition of the Property without any further action by the parties and Purchaser shall have no further right to terminate this Agreement under this Paragraph 7.

(b) Purchaser will seek the following approvals (collectively, "Approvals") during the Inspection period:

- (i) Obtain financing for the Property;
- (ii) Obtain approval from Purchaser's authorizer, Bay Mills;
- (iii) Obtain State of Michigan Department of Licensing and Regulatory Affairs (hereinafter "LARA") approval for its proposed improvements; and
- (iv) Obtain an appraisal indicating a value of the Premises at the Purchase Price, or more.

Purchaser shall diligently and without delay, pursue the satisfaction of all Approvals specified in this Paragraph 7. In the event that Purchaser is unable to obtain the above-referenced Approvals during the Inspection Period, Purchaser may terminate this Agreement within the Inspection Period by giving a Termination Notice as provided in paragraph (a) above without penalty or liability, whereupon Seller shall return all of Purchaser's Deposit paid as of that time and neither party shall have any further obligation or liability to the other under this Agreement, except for such obligations of Purchaser hereunder which expressly survive termination of this Agreement.

8. **Termination.** If Purchaser terminates this Agreement for any reason, then Purchaser shall, provided that Seller is not in default of this Agreement, furnish to Seller copies of all inspection reports, environmental audits and reports, and other documents or reports obtained by Purchaser in connection with its Inspections and/or any other matter relating to the Property.

9. **Closing.** Subject to the conditions of this Agreement, the closing of the purchase and sale (the "Closing") shall take place on the date (the "Closing Date") which is thirty (30) days from and after the expiration of the Inspection Period at the Title Company or at such other date, time and place as the parties may agree in writing. All closing documents (excluding the covenant deed) shall be prepared by the Title Company, and shall be consistent with this Agreement and otherwise mutually satisfactory to Purchaser and Seller. At Closing, Purchaser shall furnish Seller with copies of appropriate documents demonstrating that Purchaser is duly authorized, validly existing and in good standing in the State of Michigan and has the requisite authority to consummate the transactions contemplated hereby, together with such other documents as the Title Company may require. Seller shall deliver to Purchaser exclusive possession of the Property at Closing. At the Closing, Purchaser shall obtain a marked-up Title Commitment ("Mark-Up") to issue an owner's policy of title insurance (the "Owner's Policy"), in the amount of the Purchase Price, showing title in Purchaser subject only to the Permitted Exceptions, with all requirements to issuance eliminated, with the preprinted or so-called "standard" exceptions deleted (except, that if Purchaser does not furnish the Title Company with a satisfactory survey of the Property, the standard exceptions which can only be removed with a satisfactory survey shall not be deleted), and having an effective date of the date of recording the deed. If for any reason the Title Company will not furnish the Mark-Up to Purchaser at Closing, then Purchaser shall have the right to terminate this Agreement on notice to Seller, whereupon the Deposit shall be returned to Purchaser and neither party shall have any further obligation or liability to the other under this Agreement, except for the obligations of Purchaser under this Agreement which expressly survive termination.

10. **Prorations, Adjustments, Expenses.** Seller shall pay all real property taxes and assessments which are due and payable with respect to the Property as of the date of Closing. Current real property taxes and assessments shall be prorated on a due date basis as of the date of Closing as if paid in advance. Seller shall also be responsible for state and county transfer taxes, the title premium for the Owner's Policy (other than the cost of any endorsements), one-half of the cost of the Title Company to prepare the closing documents, and its own attorneys' fees. Purchaser shall be responsible for all other fees, taxes, costs and expenses arising from the purchase and sale under this Agreement, including without limitation, recording fees, fees for any endorsements to the Owner's Policy, fees, costs and expenses for Purchaser's Inspections, including Survey costs, appraisal fees and environmental audit fees, fees of any lender of Purchaser, if any, one-half of the costs of the Title Company to prepare the closing documents and Purchaser's attorneys' fees.

Seller agrees to escrow with the Title Company pursuant to a customary water escrow agreement a reasonable amount based upon the historical water bills to cover the cost of the final water bill for usage to the date of Closing.

11. **Default.**

(a) If Purchaser defaults hereunder and such default is not cured within ten (10) days after receipt of notice from Seller of such default (except that no such notice or cure right shall

apply to the failure of Purchaser to close on the Closing Date, time being of the essence with respect thereto), then Seller may terminate this Agreement as its sole and exclusive remedy, whereupon the Deposit shall be paid over to and retained by Seller as liquidated damages and neither party shall have any further liability or obligation under this Agreement. Notwithstanding anything in this Paragraph to the contrary, the foregoing shall not in any way limit, affect or impair any of Purchaser's obligations under this Agreement which survive termination, and Seller shall not be restricted by the provisions of this Paragraph from bringing an action against Purchaser seeking damages for or relief from any failure to comply with or breach by Purchaser of any such obligations of Purchaser which survive termination, or for expungement or relief from any *lis pendens*, injunction or other restraint, and in either case recovering fees, costs and expenses, including reasonable attorneys' fees and costs of suit, which Seller may suffer or incur as a result of such action should Seller be the prevailing party, and the amount of any such damages, fees, costs and expenses awarded to Seller shall be in addition to the liquidated damages set forth above.

(b) If Seller defaults hereunder and such default is not cured within ten (10) days after receipt of notice from Purchaser of such default (except that no such notice or cure right shall apply to the failure of Seller to close on the Closing Date, time being of the essence with respect thereto), then Purchaser may as its sole remedy either: (i) terminate this Agreement (in which event such termination shall be Purchaser's sole and exclusive remedy), whereupon the Deposit shall be promptly returned to Purchaser and Seller shall reimburse Purchaser for its actual, out-of-pocket costs and expenses of third party consultants (excluding legal counsel) incurred by Purchaser in conducting its Inspections but in no event shall such reimbursement exceed \$15,000, neither party shall have any obligation to the other under this Agreement except for the obligations of Purchaser which survive termination, or (ii) seek judgment against Seller for specific performance of this Agreement. Purchaser irrevocably waives all other rights and remedies in the event of Seller's default, including without limitation, the right to seek judgment against Seller for actual, special, consequential, incidental or indirect damages or damages for lost profits.

12. **"AS IS" ACQUISITION. SELLER IS NOT MAKING AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY OR ANY PART THEREOF, INCLUDING WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES AS TO TITLE, ZONING, TAX CONSEQUENCES, PHYSICAL CONDITIONS, AVAILABILITY OF ACCESS, INGRESS OR EGRESS, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS OR REGULATIONS OR ANY OTHER MATTER OR THING RELATING TO OR AFFECTING THE PROPERTY. PURCHASER IS RELYING SOLELY ON ITS OWN EXPERTISE AND ITS FAMILIARITY WITH THE PROPERTY, ON THE EXPERTISE OF PURCHASER'S INSPECTORS AND CONSULTANTS, AND THE PURCHASER'S AND SUCH INSPECTOR'S AND CONSULTANT'S INSPECTIONS OF THE PROPERTY. UPON CLOSING, PURCHASER AGREES TO ASSUME THE RISK THAT ADVERSE MATTERS MAY NOT HAVE BEEN REVEALED BY THE INSPECTIONS. UPON CLOSING, SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTY "AS IS," AND "WHERE IS," WITH ALL FAULTS, AND WITH NO ADJUSTMENTS FOR PHYSICAL, FUNCTIONAL, ECONOMIC CONDITIONS, AND THERE ARE NO ORAL AGREEMENTS, REPRESENTATIONS OR WARRANTIES RELATED OR COLLATERAL TO OR AFFECTING THE PROPERTY BY SELLER.**

THE TERMS AND CONDITIONS OF THIS PARAGRAPH SHALL SURVIVE THE CLOSING AND THE CONVEYANCE OF THE PROPERTY. PURCHASER REPRESENTS AND WARRANTS TO SELLER THAT UPON EXPIRATION OF THE INSPECTION PERIOD, PURCHASER WILL HAVE HAD AMPLE OPPORTUNITY TO MAKE A PROPER INSPECTION, EXAMINATION AND INVESTIGATION OF THE PROPERTY TO FAMILIARIZE ITSELF WITH ITS CONDITION AND THAT PURCHASER WILL DO SO TO ITS SATISFACTION. UPON CLOSING, PURCHASER SHALL HAVE NO CLAIM, IN LAW OR IN EQUITY, AND HEREBY RELEASES AND FOREVER DISCHARGES SELLER (AND ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, MEMBERS, MANAGERS, AGENTS, BROKERS, EMPLOYEES, REPRESENTATIVES, AFFILIATED OR RELATED ENTITIES, SUCCESSORS AND ASSIGNS) FROM ANY CLAIMS, ACTIONS, LIABILITIES OR OBLIGATIONS, BASED UPON THE CONDITION OF THE PROPERTY OR THE FAILURE OF THE PROPERTY TO MEET ANY STANDARDS, INCLUDING WITHOUT LIMIT, THE PRESENCE OF ANY HAZARDOUS MATERIALS ON, AT, UNDER OR EMANATING FROM THE PROPERTY, OR ANY HAZARDOUS USE ON OR ABOUT THE PROPERTY, OR ANY VIOLATION OF ANY ENVIRONMENTAL LAWS. FURTHER, ANYTHING IN THIS AGREEMENT TO THE CONTRARY NOTWITHSTANDING, IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS OR REVENUE, INTERFERENCE WITH BUSINESS OPERATIONS, LOSS OF TENANTS, LENDERS, INVESTORS, BUYERS, DIMINUTION IN VALUE OF THE PROPERTY, OR INABILITY TO USE THE PROPERTY, DUE TO THE CONDITION OF THE PROPERTY. THE TERMS AND CONDITIONS OF THIS PARAGRAPH SHALL SURVIVE THE CLOSING AND THE CONVEYANCE OF THE PROPERTY.

13. **Brownfield Indemnity.** To the fullest extent permitted by law and without Purchaser waiving any defenses that it is not permitted by law, Purchaser hereby agrees to indemnify, defend and hold harmless Seller and its affiliates, subsidiaries and successors and assigns, from any and all liability, claim, cost, loss, damage or expense (including actual attorneys' fees) which any of them may incur or suffer as a result of, arising out of or in connection with any action taken by the State of Michigan (including its agencies and authorities) or by a local unit of government pursuant to Michigan's Brownfield Redevelopment Financing Act, M.C.L. 125.2651 et seq. ("Act") to recover tax increment revenues expended at or with respect to the Property at the request of or arising out of the acts of the Purchaser; provided, however, such indemnity defense and hold harmless obligation shall be limited to the aggregate amount of Brownfield reimbursements received by Purchaser. Seller represents that, to Seller's actual knowledge (without any investigation or inquiry), Seller has not obtained any benefits or incentives under the Act in respect of the Property.

14. **Condemnation.** If, after the execution of this Agreement, the Property shall be subjected to a taking, either total or partial, by eminent domain, inverse condemnation, or otherwise, for any public or quasi-public use, or if any notice of intent of taking is received by Seller or Purchaser, the parties shall nevertheless proceed to Closing and Purchaser shall be entitled to participate in any such condemnation or eminent domain proceeding and to receive all of the proceeds attributable to any portion of the Property. Seller and Purchaser each agree to

promptly forward to the other any notice of intent received pertaining to a taking of all or any portion of the Property.

15. **Casualty.** In the event of any casualty to the Property, Purchaser shall take the Property subject to the effect and consequences of that casualty, and Seller shall, in its sole and absolute discretion, either (i) pay over to Purchaser any insurance proceeds actually collected or received by Seller accruing to Seller's benefit with respect to that casualty, or (ii) reduce the Purchase Price by the reasonable cost to repair the damage to the improvements on the Property caused by the casualty as determined by Seller (in which event Seller shall retain the right to collect any insurance proceeds); provided, however, if the improvements on the Property shall be so damaged or destroyed by fire or other casualty as to require an estimated expenditure (as determined by Seller) of more than \$100,000 to repair or restore such improvements to the same condition as existed immediately prior to the casualty, Seller or Purchaser may terminate this Agreement upon written notice to the other within thirty (30) days after such casualty, whereupon the Deposit shall be returned to Purchaser and neither party shall have any further obligation or liability to the other under this Agreement, except for the obligations of Purchaser under this Agreement which expressly survive termination.

16. **Changes To Property.** From and after the date hereof until Closing or termination of this Agreement, Seller shall not physically materially alter the improvements on the Property, reasonable wear and tear and damage by casualty or condemnation excepted, or initiate a zoning change affecting the Property, without first obtaining prior written consent from Purchaser, which consent shall not be unreasonably withheld.

17. **Broker.** Seller and Purchaser each represent and warrant to the other that they have not used the services of any broker in connection with this transaction, except for CBRE for whom the Seller is responsible. Seller shall indemnify and forever save and hold Purchaser harmless from and against claims for brokerage or commissions in connection with this transaction by any person or party claiming by, through or under Seller. Purchaser shall indemnify, to the fullest extent permitted by law, and forever save and hold Seller harmless from and against claims for brokerage or commission in connection with this transaction by any person or party claiming by, through or under Purchaser.

18. **Foreign Seller Affidavit.** Seller represents and warrants to Purchaser that it is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and is therefore exempt from the withholding requirements of such Section. Seller shall deliver to Purchaser at Closing the exemption certificate described in Section 1445.

19. **Miscellaneous.**

(a) **Entire Agreement.** This Agreement constitutes the entire contemplated agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior oral and written understandings or agreements between the parties.

(b) **Successors and Assigns.** This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective heirs, devisees, personal representatives,

successors and permitted assigns. Purchaser shall not assign this Agreement without Seller's prior written consent.

(c) **Waiver; Modifications.** Failure by Purchaser or Seller to insist upon or enforce any of its rights shall not constitute a waiver thereof. Either party hereto may waive the benefit of any provision or condition for its benefit contained in this Agreement. No oral modification hereof shall be binding upon the parties, and any modification shall be in writing and signed by the parties.

(d) **TIME IS OF THE ESSENCE.** Time is of the essence with respect to the performance of the parties' obligations hereunder.

(e) **Drafting.** Each party hereto hereby acknowledges that all parties hereto participated equally in the drafting of this Agreement and that, accordingly, no court construing this Agreement shall construe it more stringently against one party than the other.

(f) **Governing Law.** This Agreement is executed in and shall be governed by, and construed under, the laws of the State of Michigan.

(g) **Notices.** Any notice or consent required to be given pursuant to this Agreement or otherwise desired to be delivered by one party to the other, shall be effective only if in writing and is either (a) personally delivered to such party at its address set forth below (or to such other place as the party to receive such notice shall have specified by notice in advance thereof); or (b) by Federal Express or other similar next business day air courier. Notice shall be deemed given upon personal delivery or one (1) business day following deposit with an air courier. Notices shall be deemed properly addressed if given at the following:

(a) If to Purchaser: American Montessori Academy
14800 Middlebelt Road
Livonia, Michigan 48154

With a required copy to: CS Partners
869 S. Old US 23
Suite 500
Brighton, Michigan 48114

(b) If to Seller: Director of Properties
Archdiocese of Detroit
12 State Street
Detroit, Michigan 48226

With a required copy to: Nicholas P. Scavone, Jr.
Bodman PLC
6th Floor Ford Field
1901 St. Antoine Street
Detroit, Michigan 48226

(h) **Performance.** Whenever this Agreement requires that something be done within a period of days, such period shall (i) not include the day from which such period commences, (ii) include the day upon which such period expires, (iii) expire at 5:00 p.m. eastern standard time on the date by which such thing is to be done, and (iv) be construed to mean calendar days; provided that if the final day of such period falls on a Saturday, Sunday or legal holiday in the State of Michigan, such period shall extend to the first business day thereafter.

(i) **Counterparts.** It is understood and agreed that this Agreement may be executed in several counterparts, each of which, for all purposes, shall be deemed to constitute an original and all of which counterparts, when taken together, shall be deemed to constitute one and the same agreement, even though all of the parties hereto may not have executed the same counterpart.

(j) **Use of Headings.** The use of headings within this Agreement are for ease of reference and convenience only and shall not be used or construed to limit or enlarge the interpretation of the language hereof or the enforcement of this Agreement.

(k) **Attorney Fees.** If a dispute arises out of this Agreement, then the prevailing party will be entitled to recover its actual attorney fees and costs from the other party.

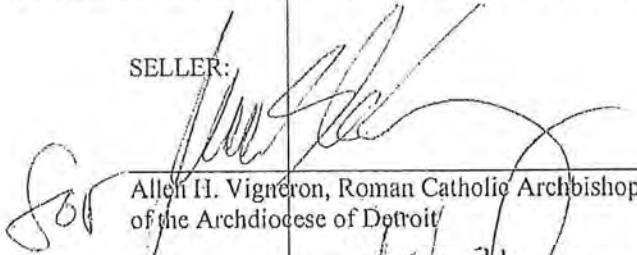
(l) **No Offer.** This Agreement does not constitute an offer and shall not be binding on the parties unless and until executed by both of them.

(m) **Effective Date.** As used in this Agreement, the "Effective Date" shall mean the later of the Seller Execution Date or the Purchaser Execution Date set forth on the signature page hereof.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written.

SELLER:

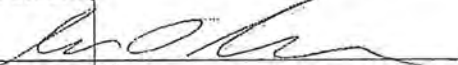


Allen H. Vigneron, Roman Catholic Archbishop
of the Archdiocese of Detroit

Seller Execution Date: Feb 21, 2017

PURCHASER:

American Montessori Academy, a Michigan public
school academy

By: 
Gerald Olkowski, Board President

Purchaser Execution Date: Feb 21, 2017

EXHIBIT A

DESCRIPTION OF REAL ESTATE

P 276 ST DAMIAN WESTLAND

LAND IN NANKIN TWP, CTY OF WAYNE DESCRIBED AS; THAT PART OF THE N E 1/4 OF SECT 2 BEG AT A PT ON THE N LINE OF SECT 2 DISTANT 1470.71 FT W OF N E CORNER OF SECT 2 AND PROCEEDING W ALONG SAID LINE 490.69 FT, THENCE S 880 FT; THENCE E 490 FT; THENCE N 880 FT TO PT OF BEG.

MINUS

THE N 60 FT OF THE ABOVE LISTED PARCEL

PLUS

LOTS 331 AND 332, SUN VALLEY SUB #2 OF PART OF THE N E 1/4 SECT 2, T 2 S, R 9 E, NANKIN TWP, WAYNE CTY PLATS RECORDED IN L 78 P 36, 37, AND 38.

EXHIBIT B

COVENANT DEED

Allen H. Vigneron, Roman Catholic Archbishop of the Archdiocese of Detroit ("Grantor"), whose address is 12 State Street, Detroit, Michigan 48226, conveys to American Montessori Academy, a Michigan public school academy ("Grantee"), whose address is 14800 Middlebelt Road, Livonia, Michigan 48154, the property described on Exhibit A attached hereto ("Property"), for the full consideration set forth in the Real Estate Transfer Tax Valuation Affidavit, subject to the matters described on Exhibit B attached hereto (the "Permitted Exceptions").

This Covenant Deed is exempt from State and County Transfer taxes under MCL 380.503(9).

Grantor covenants to and agrees with Grantee, that Grantor will defend the Property conveyed unto the Grantee, its successors and assigns, forever, against the lawful claims and demands of all persons claiming by, from, or under the Grantor (other than the Permitted Exceptions), but against no other claims or persons.

This property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

The Grantor grants to the Grantee the right to make all available division(s) under section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

This conveyance is further subject to, and by acceptance of this Covenant Deed, Grantee, its successors and/or assigns, hereby covenants and agrees that (collectively, the "Restrictive Covenants"):

- (a) Grantee, its successors and/or assigns, hereby covenant and agree that any church or religious organization on the Property shall not be called and/or referred to as St. Damian Church. Grantee, its successors and/or assigns, further covenant and agree that Grantee shall not operate, advertise, publicize, represent or in any way reference an affiliation to any Roman Catholic church, the Archdiocese of Detroit or any Archdiocese of Detroit church or school, regardless of whether such Archdiocese of Detroit church or school currently is in existence or has been closed; and/or
- (b) Grantee, its successors and/or assigns, hereby further covenant and agree it shall not use the Property (i) for certain medical uses such as assisted suicide or any similar

type of activity; abortions or any similar type of activity; artificial fertilization/insemination or any similar type of activity; and genetic cloning or any similar type of activity; or (ii) as an adult arcade, adult bookstore or adult video store, adult cabaret, adult motion picture theater, or for any sexually oriented business, all as defined in the Detroit City Ordinance as of the date of this deed.

It is expressly understood and agreed that the Restrictive Covenants contained herein shall attach to and run with the land and bind the Grantee and its successors and assigns for a period commencing on the date of this deed and expiring on the date which is ten (10) years from the date Grantee conveys the Property to a third party by deed (the "Restriction Period"). It shall be lawful for Grantor, its successors and/or assigns, to institute and prosecute any proceedings at law or in equity against any person violating or threatening to violate the Restrictive Covenants. Any conveyance of the Property within the Restriction Period shall include the Restrictive Covenants and be subject to the terms, conditions, covenants, restrictions and agreements set forth herein. In the event Grantor, its successors and/or assigns institutes legal proceedings against the Grantee, or its successors and/or assigns, for breach of or to enforce any of the Restrictive Covenants, or any of its rights under this paragraph, the party against whom a judgment is entered shall pay all costs and expenses relative thereto, including reasonable attorneys' fees, of the prevailing party.

[remainder of page intentionally left blank]

Dated as of _____, 2017.

GRANTOR:

Allen H. Vigneron, Roman Catholic Archbishop of
the Archdiocese of Detroit

Acknowledgment

STATE OF MICHIGAN)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me on _____, 2017, by Allen
H. Vigneron, Roman Catholic Archbishop of the Archdiocese of Detroit.

Notary Public, _____ County, Michigan
Acting In _____ County, Michigan
My commission expires: _____

County Treasurer's Certificate	City Treasurer's Certificate
Drafted by: Nicholas P. Scavone, Jr. Bodman PLC 6 th Floor at Ford Field 1901 St. Antoine Street Detroit, Michigan 48226 (313) 259-7777	When Recorded Return To: Grantee
Send Subsequent Tax Bills To: Grantee	Tax Parcel No(s):
State Transfer Tax: Exempt	County Transfer Tax: Exempt

EXHIBIT A

LEGAL DESCRIPTION

P 276 ST DAMIAN WESTLAND

LAND IN NANKIN TWP, CTY OF WAYNE DESCRIBED AS; THAT PART OF THE N E 1/4 OF SECT 2 BEG AT A PT ON THE N LINE OF SECT 2 DISTANT 1470.71 FT W OF N E CORNER OF SECT 2 AND PROCEEDING W ALONG SAID LINE 490.69 FT, THENCE S 880 FT; THENCE E 490 FT; THENCE N 880 FT TO PT OF BEG.

MINUS

THE N 60 FT OF THE ABOVE LISTED PARCEL

PLUS

LOTS 331 AND 332, SUN VALLEY SUB #2 OF PART OF THE N E 1/4 SECT 2, T 2 S, R 9 E, NANKIN TWP, WAYNE CTY PLATS RECORDED IN L 78 P 36, 37, AND 38.

EXHIBIT B

PERMITTED EXCEPTIONS

1. [Insert recorded exceptions to title from Title Commitment.]
2. Lien for water or sewer charges which are not due and payable as of the date of the Covenant Deed.
3. Easements and building and use restrictions of record.
4. All matters which would be disclosed by an accurate survey and inspection of the Property.
5. Zoning ordinances, to the extent applicable.
6. Taxes and assessments, whether general or special, and any lien arising therefrom, which are not due and payable as of the date of this Covenant Deed.
7. The Restrictive Covenants.

Capitalized terms not defined in this Exhibit B have the meanings given them in the foregoing Covenant Deed.

EXHIBIT C

**ESCROW AGREEMENT
(Non-Investment)**

Escrow Agent: Title Source, Inc.

Seller: Allen H. Vigneron, Roman Catholic Archbishop of
the Archdiocese of Detroit

Purchaser: American Montessori Academy, a Michigan public
school academy

Property: 30055 Joy Road, Westland, Michigan

Order #:

Date: _____

Concurrently with executing this Escrow Agreement, Seller and Purchaser are depositing with Escrow Agent:

- (1) Purchase Agreement dated _____, 2017 between the Seller and Purchaser (as it may be amended from time to time, the "Purchase Agreement"); and
- (2) The Escrow Funds in the amount of \$25,000 as that term is defined in the Purchase Agreement as amended ("Escrow Funds").

Escrow Agent acknowledges receipt of the Escrow Funds and agrees to hold and deliver the Escrowed Funds in accordance with the terms of this Escrow Agreement. The Escrow Funds represent the earnest money deposit recited in the Purchase Agreement. Escrow Agent will hold the Escrow Funds in a non-interest bearing account, for the benefit of Purchaser (whose tax identification or social security number is _____), for delivery under the following terms and conditions:

A. Disbursement at Closing. The Escrow Agent is authorized and directed to release the Escrow Funds to the Seller when the Escrow Agent is in receipt of a satisfactory closing statement executed by Seller and Purchaser in consummation of the Purchase Agreement.

B. Disbursement on Written Instructions. The Escrow Agent is authorized and directed to release the Escrow Funds in accordance with any written instructions signed by

both Seller and Purchaser. It is understood and agreed that such written instructions shall clearly indicate the payee, method of delivery, and amount of payment.

C. Disagreement between parties. In the event of any disagreement between the parties hereto resulting in conflicting instructions to or adverse claims or demands upon Escrow Agent with respect to the release of the Escrow Funds, the Escrow Agent shall refuse to comply with any such instructions, claim or demand so long as such disagreement shall continue, and in so refusing the Escrow Agent shall not release the Escrow Funds. The Escrow Agent shall not be or become liable in any way for its failure or refusal to comply with any such conflicting instructions or adverse claims or demands, and it shall be entitled to continue to refrain from acting until such conflicting instructions or adverse claims or demands (1) shall have been adjusted by agreement and the Escrow Agent shall have been notified in writing thereof by Seller and Purchaser, or (2) shall have finally been determined in a court of competent jurisdiction. The Escrow Agent, at its sole discretion, may file an interpleader action with a court of competent jurisdiction. Upon depositing the Escrow Funds with the court, Escrow Agent shall be released from any further liability under this Agreement. Charges for reasonable attorneys' fees and court costs of the Escrow Agent incurred by Escrow Agent in connection with the interpleader action (other than due to the negligence or willful misconduct of Escrow Agent) may be deducted from the Escrow Funds.

D. Additional Provisions.

(1) In the event the Escrow Agent's duties under this Agreement shall conflict with any provision of the Purchase Agreement, this Escrow Agreement shall control.

(2) Upon making delivery as described in this Agreement and performance of any other services included above, Escrow Agent shall thereupon be released and acquitted from any further liabilities concerning the Escrow Funds, it being expressly understood that such liability is in any event limited by the terms and conditions set forth here. By acceptance of this Escrow Agreement, the Escrow Agent is in no way assuming responsibility for the validity or authenticity of any documents or notices provided by Seller or Purchaser.

(3) Seller and Purchaser agree, jointly and severally, to indemnify, to the fullest extent permitted by law, and hold harmless Escrow Agent from and against all costs, damages, judgments, attorney's fees, expenses, obligations, and liabilities of any kind or nature which Escrow Agent may in good faith incur or sustain in connection with this Escrow Agreement, including but not limited to a delay in the electronic wire transfer of funds (if applicable), except to the extent due to the negligence or willful misconduct of Escrow Agent.

(4) Escrow Agent shall not be entitled to any fees or other compensation for its services under this Escrow Agreement.

(5) These Escrow Instructions may be signed in counterparts.

(6) No additions, deletions or amendments may be made to this Escrow Agreement without the signed acceptance of Seller, Purchaser, and Escrow Agent.

[remainder of page intentionally left blank]

The undersigned have executed this Escrow Agreement as of the day and year first above written.

SELLER:

PURCHASER:

American Montessori Academy, a Michigan
public school academy

By: _____

Michael E. McInerney for
Allen H. Vigneron, Roman Catholic
Archbishop of the Archdiocese of
Detroit

By: _____

Its: _____

ESCROW AGENT:

Title Source, Inc.

By: _____

COVENANT DEED

Allen H. Vigneron, Roman Catholic Archbishop of the Archdiocese of Detroit ("Grantor"), whose address is 12 State Street, Detroit, Michigan 48226, conveys to American Montessori Academy, a Michigan public school academy ("Grantee"), whose address is 14800 Middlebelt Road, Livonia, Michigan 48154, the property described on Exhibit A attached hereto ("Property"), for the full consideration set forth in the Real Estate Transfer Tax Valuation Affidavit, subject to the matters described on Exhibit B attached hereto (the "Permitted Exceptions").

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Grantor covenants to and agrees with Grantee, that Grantor will defend the Property conveyed unto the Grantee, its successors and assigns, forever, against the lawful claims and demands of all persons claiming by, from, or under the Grantor (other than the Permitted Exceptions), but against no other claims or persons.

This property may be located within the vicinity of farm land or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

The Grantor grants to the Grantee the right to make all available division(s) under section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

This conveyance is further subject to, and by acceptance of this Covenant Deed, Grantee, its successors and/or assigns, hereby covenants and agrees that (collectively, the "Restrictive Covenants"):

(a) Grantee, its successors and/or assigns, hereby covenant and agree that any church or religious organization on the Property shall not be called and/or referred to as St. Damian Church. Grantee, its successors and/or assigns, further covenant and agree that Grantee shall not operate, advertise, publicize, represent or in any way reference an affiliation to any Roman Catholic church, the Archdiocese of Detroit or any Archdiocese of Detroit church or school, regardless of whether such Archdiocese of Detroit church or school currently is in existence or has been closed; and/or

(b) Grantee, its successors and/or assigns, hereby further covenant and agree it shall not use the Property (i) for certain medical uses such as assisted suicide or any similar type of activity; abortions or any similar type of activity; artificial fertilization/insemination or any similar type of activity; and genetic cloning or any similar type of activity; or (ii) as an adult arcade, adult bookstore or adult video store, adult cabaret, adult motion picture theater, or for any sexually oriented business, all as defined in the Detroit City Ordinance as of the date of this deed.

It is expressly understood and agreed that the Restrictive Covenants contained herein shall attach to and run with the land and bind the Grantee and its successors and assigns for a period commencing on the date of this deed and expiring on the date which is ten (10) years from the date Grantee conveys the Property to a third party by deed (the "Restriction Period"). It shall be lawful for Grantor, its successors and/or assigns, to institute and prosecute any proceedings at law or in equity against any person violating or threatening to violate the Restrictive Covenants. Any conveyance of the Property within the Restriction Period shall include the Restrictive Covenants and be subject to the terms, conditions, covenants, restrictions and agreements set forth herein. In the event Grantor, its successors and/or assigns institutes legal proceedings against the Grantee, or its successors and/or assigns, for breach of or to

enforce any of the Restrictive Covenants, or any of its rights under this paragraph, the party against whom a judgment is entered shall pay all costs and expenses relative thereto, including reasonable attorneys' fees, of the prevailing party.

[remainder of page intentionally left blank]

Dated as of July 24, 2017.

GRANTOR:

Allen H. Vigneron
Allen H. Vigneron, Roman Catholic Archbishop of the
Archdiocese of Detroit

ACKNOWLEDGMENT

STATE OF MICHIGAN)
) SS
COUNTY OF)

The foregoing instrument was acknowledged before me on June 30, 2017, by Allen H. Vigneron, Roman Catholic Archbishop of the Archdiocese of Detroit.

NICOLE M. JACOBSON
NOTARY PUBLIC, STATE OF MI
COUNTY OF MACOMB
MY COMMISSION EXPIRES Dec 7, 2022
SITING IN COUNTY OF Wayne

Nicole M. Jacobson
Notary Public, Macomb County, Michigan
Acting In Wayne County, Michigan
My commission expires: Dec 7, 2022

Drafted by:

Nicholas P. Scavone, Jr.
Bodman PLC
6th Floor at Ford Field
1901 St. Antoine Street
Detroit, Michigan 48226
(313) 259-7777

When Recorded Return To:

Grantee

Send Subsequent Tax Bills To: Grantee

Tax Parcel No(s): _____

Transfer Tax: See Real Estate Transfer Tax Valuation Affidavit

EXHIBIT A

LEGAL DESCRIPTION

Property situated in the City of Westland, County of Wayne and State of Michigan, more particularly described as follows:

That part of the Northeast 1/4 of Section 2 described as: Beginning at a point on the North Line of Section 2 distant 1470.71 feet West of the Northeast corner of Section 2 and proceeding West along said line 490.69 feet, thence South 880 feet, thence East 495 feet, thence North 880 feet to the point of beginning, Town 2 South, Range 9 East, Formerly Nankin Township, less and except the North 60 feet thereof.

Commonly Known As: 30055 Joy Rd, Westland, MI 48185-1728

Tax Parcel Number: 56-005-99-0028-000

EXHIBIT B

PERMITTED EXCEPTIONS

1. Subject to the rights of the public in the existing right-of-way of Joy Road as shown in Warranty Deed from Edward Mooney, Roman Catholic Archbishop of the Archdiocese of Detroit to Board of County Road Commissioners of the County of Wayne, Michigan dated September 17, 1957 and recorded October 3, 1957 in Liber 13515, Page 831.
2. Release of Right of Way in favor of the County Drain Commissioner of the County of Wayne recorded April 16, 1958 in Liber 13643, Page 377.
3. Easement by and between John F. Dearden, Roman Catholic Archbishop of Archdiocese of Detroit, and Meldrum Drain Drainage District, a Body Corporate in the County of Wayne and State of Michigan, dated May 26, 1977 and recorded August 23, 1977 in Liber 19841, Page 868.
4. Detroit Edison Underground Easement (Right of Way) No. 418383 between Adam J. Maida, Roman Catholic Archbishop of the Archdiocese of Detroit, and The Detroit Edison Company, a Michigan corporation, dated September 3, 2002 and recorded December 11, 2002 in Liber 37375, Page 68.
5. Grant of Easement for Water and/or Sewer Mains between Adam J. Maida, Roman Catholic Archbishop of the Archdiocese of Detroit, and the City of Westland, a Michigan Municipal Corporation, dated July 13, 2005 and recorded August 10, 2005 in Liber 43305, Page 161.
6. Dedication of Water and/or Sewer Mains between Adam J. Maida, Roman Catholic Archbishop of the Archdiocese of Detroit, and the City of Westland, Wayne County Michigan, a municipal corporation, dated July 13, 2005 and recorded August 10, 2005 in Liber 43305, Page 164.
7. Lien for water or sewer charges which are not due and payable as of the date of the Covenant Deed.
8. Easements and building and use restrictions of record.
9. All matters which would be disclosed by an accurate survey and inspection of the Property.
10. Zoning ordinances, to the extent applicable.
11. Taxes and assessments, whether general or special, and any lien arising therefrom, which are not due and payable as of the date of this Covenant Deed.
12. The Restrictive Covenants.

Capitalized terms not defined in this Exhibit B have the meanings given them in the foregoing Covenant Deed.

CONTRACT SCHEDULE 7

REQUIRED INFORMATION FOR
PUBLIC SCHOOL ACADEMY

SCHEDULE 7

REQUIRED INFORMATION FOR PUBLIC SCHOOL ACADEMY

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

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

SECTION A
GOVERNANCE STRUCTURE

GOVERNANCE STRUCTURE

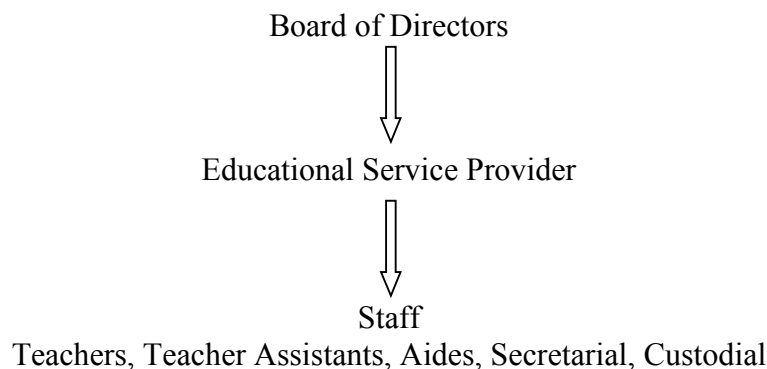
The College Board shall appoint the Board of Directors of the Academy (“Academy Board”). The Academy Board has all the powers and duties permitted by law to manage the business, property and affairs of the Academy. The Academy Board is responsible for assuring that the Academy operates according to the 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 Academy Board currently consists of five (5) members. Nominations and appointments of subsequent 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:

Gerald Olkowski
39009 Clocktower Dr.
Romulus, MI 48174
(term expires 6/30/22)

Danyelle Logan
17380 Sumner
Redford, MI 48240
(term expires 6/30/20)

Candice Towers
28491 N. Clements Circle
Livonia, MI 48150
(term expires 6/30/21)

Lori Brown
4 Abbott Lane
Dearborn, MI 48120
(term expires 6/30/20)

Kimberly Elyse
19591 Garfield
Redford, MI 48240
(term expires 6/30/21)

SECTION B

EDUCATIONAL GOALS

Pursuant to Applicable Law and Terms and Conditions 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 7b. Upon request, the Academy shall provide the Charter Schools Office with a written report, along with supporting data, assessing the Academy's progress toward achieving this goal. In addition, the College Board 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, CSO will annually assess the Academy's performance using the following measures:

Measure 1: Student Achievement

The academic achievement of all students grades K-8 will be assessed using the following metrics and achievement targets.

GRADES	METRICS	ACHIEVEMENT TARGETS
Grades K-8 (fall and spring NWEA testing)	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 in this schedule.
Grade 3-8 State Accountability Test (M-STEP and PSAT at Contract start date)	Percentage of students proficient on State Accountability Test	Students enrolled for three* or more years will on average achieve scores equal to or greater than proficiency score identified by the State.

*If the cohort of students enrolled for three or more years is not sufficient in size to conduct a valid analysis, the cohort of students enrolled for two or more years will be used.

Measure 2: Student Growth

The academic growth of all students in grades 2 through 8 at the Academy will be assessed using the following metrics and growth targets:

Grades	Metrics	Growth Targets
--------	---------	----------------

Grades 2-8 (NWEA Test must be administered in fall and in spring)	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 College Board 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: the Academy’s comparative position within state accountability reports, required state test proficiency rates compared to surrounding district’s state test proficiency rates, the trend in the number of students reaching growth targets and achievement targets over the Contract term.

NWEA Achievement Targets

Grade	NWEA Reading End-of-Year Target	NWEA Math End-of-Year Target
K	157.7	159.1
1	176.9	179.0
2	189.6	191.3
3	199.2	203.1
4	206.7	212.5
5	212.3	221.0
6	216.4	225.6
7	219.7	230.5
8	222.4	234.5

SECTION C

EDUCATIONAL PROGRAMS

EDUCATIONAL PROGRAM

Vision:

Students will build and cultivate a peaceful world through flexible thinking, self-confidence, collaboration, and a strong academic background.

Mission:

At AMA we...

- Provide a rigorous standards-based curriculum
- Employ Montessori concrete to abstract approach
- Prepare an environment that promotes a child's natural ability to become a self-directed learner
- Build strong teacher-child and teacher-parent relationships by utilizing a multi-age approach
- Educate our children in resolving conflicts in peaceful ways
- Integrate peace education in daily school events
- Create unique learning paths for each student
- Offer time and space to learn concepts, practice them, and apply their new knowledge through project-based learning
- Utilize small group and individualized instruction
- Develop independent flexible thinkers who are capable of solving complex problems.

The educational philosophy of Dr. Maria Montessori will guide instruction at American Montessori Academy through the blending of the Montessori principles and methods with current Michigan standards. Her work in developmental psychology and education helped give focus to the need for educational reform in the early years of the 20th Century. Concepts popular today such as individualized learning, student-centered classrooms, the use of manipulatives, team teaching and combining age groups trace their lineage to her efforts directed at enhancing the opportunity for all children to learn.

The Montessori approach recognizes that each child is born to be a learner, but that a learner's full potential will be realized only within an ordered, challenging and nurturing environment that stimulates learning and discovery. It was Montessori's contention that the learning environment can be designed to facilitate independent learning and exploration through the five senses. The Montessori environment thus contains specially designed, manipulative materials that invite children to engage in learning activities at their own individual pace. Under the guidance of a trained teacher, children's developmental needs are met through a process of discovery using materials and cultivating concentration, motivation, self-discipline and a love of learning.

The Academy will provide all necessary special education services in compliance with all applicable law.

SECTION D
CURRICULUM

**CURRICULUM
TO BE UPLOADED SEPARATELY**

SECTION E

METHODS OF PUPIL ASSESSMENT

METHODS OF PUPIL ASSESSMENT

The Academy will utilize formative progress monitoring systems as well as student portfolios to track individual progress, including the well-established Montessori daily observation method which will provide continuous feedback to teachers and their students. The NWEA MAP Growth assessments will be used to test kindergarten through eighth grade students at least twice a year and other measures as determined by the Academy. In compliance with state requirements, state mandated academic assessments will be administered to the required grades annually.

The following document is an assessment inventory for the Academy. This provides more information for the assessments utilized, such as the reason for the assessment, alignment to standards, and how the data is used to inform instruction.

The results of all tests will be reported to the American Montessori Academy Board and the Charter Schools Office.

American Montessori Academy Assessment Inventory								
Assessment Name	Requiring Entity	Grade Level(s) Assessed	Course / Subject	Reason for Assessment	Type of Assessment (Screening, Diagnostic, Interim, Summative)	Alignment: Standard or Skill	Used for Informing Instruction	Assessment Quality
Tuition Preschool In House Assessment	District	PreK Tuition	ELA, Math, Science, Social Studies, Social and Emotional Development and Health and Wellness	Evaluate student achievement and growth for specific grade level content.	Interim	Early Childhood Standards of Quality for Prekindergarten	We use the assessment data to monitor the progress of our students and make adjustments to our curriculum based on the needs of the students.	Refer to https://www.michigan.gov/documents/mde/ECSQ_OK_Approved_422339_7.pdf
COR Advantage	State	PreK GSRP	Approaches to Learning, Social and Emotional Learning, Physical Development and Health, Language, Literacy and Communication, Math, Creative Arts, Science and Technology and	Evaluate student achievement and growth for specific grade level content.	Interim	Early Childhood Standards of Quality for Prekindergarten	We use the assessment data to monitor the progress of our students. We meet with a data team of current parents to analyze the data and make adjustments to our curriculum based on the needs of the students.	Refer to https://coradvantage.com/assessment
NWEA MAP Growth	District	K-8	ELA, Math, Science	Evaluate growth from fall to spring on a vertical scale. Computer adaptive, scale scores often result in 3-4 categories. Normative test that gives percentile ranges and data-based criteria for indicating magnitude of student growth.	Interim	NWEA website and supporting resources indicates alignment with CCSS and for science NGSS.	We use the assessment data to do strand analysis in our PLCs to make adjustments to our curriculum. Criteria for student growth for ELA and math is useful.	Refer to https://www.nwea.org/map-growth/
MAP Fluency	District	K-3	ELA	Evaluate oral reading fluency, literal comprehension, and foundational skills.	Screening, Diagnostic, & Interim	CCSS	We use the assessment for benchmark and progress monitoring of our Intervention students.	Refer to https://www.nwea.org/map-reading-fluency/
M-Step	State	3-8	ELA, Math, Science, Social Studies	Evaluate student achievement for specific grade level/content area, student achievement relative to standards	State Summative	CCSS, for science NGSS	We analyze M-Step results to investigate strengths and weaknesses of our curriculum and instruction, but we could better align our formative and interim assessments to results, if we could get instantaneous results.	Refer to http://www.michigan.gov/mde/0,4615,7140-22709_70117---,00.html
DRA	District	K-5	ELA	Evaluate three components of reading (engagement, oral reading fluency, and comprehension) to determine a student's independent (or instructional) level.	Interim	Oral reading fluency & comprehension	We use the assessment to assess each student's reading level.	Refer to https://www.pearsonassessments.com/store/usassessments/en/Store/Professional-Assessments/Academic-Learning/Reading/Developmental-Reading-Assessment-%7C-Second-Edition-PLUS/p/100001222.html?tab=product-details
Eureka Math Exit Tickets	District	2-5	Math	Presented in every lesson to provide teachers with information about students' mastery of the standards. Based on this data, teachers are able to tailor subsequent lessons to meet the needs of their students individually and their class as a whole.	Daily Formative Assessments	CCSS	We use the data to evaluate student mastery of CCSS during our PLCs and to make adjustments to instruction.	Refer to https://greatminds.org/math/about-eureka
Eureka Math Topic Quizzes and Module Assessments	District	K-5	Math	Evaluate mastery of math concepts and student achievement relative to standards	Formative	CCSS	We use the data to evaluate student mastery of CCSS during our PLCs and to make adjustments to instruction.	https://eurekamath.greatminds.org/digital-assessments https://embarc.online/

SECTION F

APPLICATION AND ENROLLMENT OF STUDENTS

Application and Enrollment Requirements

American Montessori Academy

Enrollment Limits

The Academy will offer preschool through eighth grade. The maximum enrollment shall be 600 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 or children of Academy Board members or Academy employees.
- The Academy shall allow any pupil who was enrolled in the immediately preceding academic year to re-enroll in the appropriate age range/grade level unless that grade is not offered.
- No student may be denied participation in the application process due to lack of student records.
- If the Academy receives more applications for enrollment than there are spaces available, pupils shall be selected for enrollment through a random selection drawing.

Application and Enrollment Requirements

American Montessori Academy

Application Process

- The application period shall be a minimum of two weeks in duration, with evening and/or weekend times available.
- The Academy shall accept applications all year. If openings occur during the academic year, students shall be enrolled. If openings do not exist, applicants shall be placed on the official waiting list. The waiting list shall cease to exist at the beginning of the next application period.
- In the event there are openings in the class for which students have applied, students shall be admitted according to the official waiting list. The position on the waiting list shall be determined by the random selection drawing. If there is no waiting list, students shall be admitted on a first-come, first-served basis.
- The Academy may neither close the application period nor hold a random selection drawing for unauthorized grades prior to receipt of approval from the Charter Schools Office.

Legal Notice

- The Academy shall provide legal notice of the application and enrollment process in a local newspaper of general circulation. A copy of the legal notice must be forwarded to the Charter Schools Office.
- At a minimum, the legal notice must include:
 - A. The process and/or location(s) for requesting and submitting applications.
 - B. The beginning date and the ending date of the application period.
 - C. The date, time, and place the random selection drawing(s) will be held, if needed.
- The legal notice of the application period shall be designed to inform individuals that are most likely to be interested in attending the Academy.
- The Academy, being an equal opportunity educational institution, shall be committed to good-faith affirmative action efforts to seek out, create and serve a diverse student body.

Application and Enrollment Requirements

American Montessori Academy

Re-enrolling Students

- The Academy shall notify parents or guardians of all enrolled students of the deadline for notifying the Academy that they wish to re-enroll their child.
- If the Academy Board has a preference policy for siblings or children of employees and Academy Board members, the re-enrollment notice must also request that the parent or guardian indicate whether a sibling(s) or child(ren) of employees or Academy Board members seeks to enroll for the upcoming academic year.
- An enrolled student who does not re-enroll by the specified date can only apply to the Academy during the application period for new students.
- An applicant on the waiting list at the time a new application period begins must reapply as a new student.
- After collecting the parent or guardian responses, the Academy must determine the following:
 - A. The number of students who have re-enrolled per grade or grouping level.
 - B. The number of siblings or children of employees and Academy Board members seeking admission for the upcoming academic year per grade.
 - C. If space is unavailable, the Academy must develop a waiting list for siblings of re-enrolled students.
 - D. The number of spaces remaining, per grade, after enrollment of current students, siblings, and children of employees and Academy Board members.

Application and Enrollment Requirements

American Montessori Academy

Random Selection Drawing

A random selection drawing is required if the number of applications exceeds the number of available spaces.

Prior to the application period, the Academy shall:

- Establish written procedures for conducting a random selection drawing.
- Establish the maximum number of spaces available per grade or grouping level.
- Establish the date, time, place and person to conduct the random selection drawing.
- Notify the Charter Schools Office of both the application period and the date of the random selection drawing, if needed. The Charter Schools Office may have a representative on-site to monitor the random selection drawing process.

The Academy shall use a credible, neutral “third party” such as a CPA firm, government official, ISD official or civic leader to conduct the random selection drawing. Further, the Academy shall:

- Conduct the random selection drawing at a public meeting where parents, community members and the public may observe the process.
- Use numbers, letters, or another system that guarantees fairness and does not give an advantage to any applicant.

The Academy shall notify applicants not chosen in the random selection drawing that they were not selected and that their name has been placed on the Academy’s official waiting list for openings that may occur during the academic year. Students shall appear on the official waiting list in the order they were selected in the random selection drawing.

SECTION G

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

2020-2021 School Calendar



July 2020						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

August 2020						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

September 2020						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

October 2020						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

November 2020						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

December 2020						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

Aug 24	First Day of School for Students
Aug 31	First Day of Tuition Preschool
Sep 4	No School
Sep 7	Labor Day
Sep 9	First Day of GSRP Preschool
Oct 7	Count Day
Oct 30	Half Day
Nov 3	No School
Nov 23-27	No School
Dec 11	Half Day - PT Conferences
Dec 18	No PM Kidztime
Dec 21-31	Winter Break
Jan 1	Winter Break
Jan 4	School Resumes
Jan 18	Martin Luther King Day
Feb 10	Count Day
Feb 12	Half Day - No PM Kidztime
Feb 15	Presidents' Day
March 12	Half Day - PT Conferences
March 29-31	Spring Break
April 1-2	Spring Break
April 5	School Resumes
May 28	Half Day - No PM Kidztime
May 31	Memorial Day
June 4	Last Day of Preschool
June 18	Half Day Last Day for Students
June 18	No PM Kidztime
June 21	Teacher Work Day
June 22	Last Day for Teachers
June 25	AMA First Annual Golf Outing
Testing Dates	
Feb 1	WIDA Testing Begins
April 12	M-Step 5th & 8th Begins
April 13	PSAT 8
May 3	M-Step 3rd, 4th, 6th, & 7th Begins

Board Meetings Upper Campus 6:30 pm	
July 20	Jan 11
Aug 17	Feb 8
Sep 21	March 15
Oct 19	April 19
Nov 16	May 17
Dec 14	June 21

January 2021						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

February 2021						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

March 2021						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

April 2021						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

May 2021						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

June 2021						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

August & Sept. Events

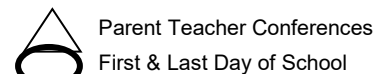
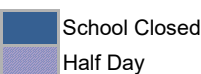
Aug 5-6	KinderCamp
Aug 10-13	Fall Packet Pick Up
Aug 10-13	New Teachers Return
Aug 17	All Staff Return
Aug 19	Welcome Picnic 4:30-6:30 pm

Curriculum Nights

Aug 27	Tuition Orientation 4:30-5:30 pm
Sep 3	GSRP Orientation 5:30-6:30 pm
Sep 22	Kindergarten 4:30-5:30 pm
Sep 22	1st Grade 5:30-6:30 pm
Sep 17	2nd - 5th Grade 5:00-6:00 pm
Sep 24	MS 5:00-6:00 pm

AMFO Meetings Upper 7:00 pm

Aug 11	Feb 9
Sep 15	March 9
Oct 13	April 6
Nov 10	May 11
Dec 8	June 8
Jan 5	



American Montessori Academy 2020-2021

Instructional Days: 189

Instructional Hours: 1228.5

SECTION H
AGE OR GRADE RANGE OF PUPILS

AGE OR GRADE RANGE OF PUPILS

The Academy will enroll students in Pre-Kindergarten through Eighth grade. The Academy may add grades with the prior written approval of the Charter School Office Director or the College Board.

Students of the Academy will be children who have reached the age of five (5) by the dates outlined in the Code.