

# *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

**MILDRED C. WELLS PREPARATORY ACADEMY  
(A PUBLIC SCHOOL ACADEMY)**

July 1, 2021

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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 11 for, 0 opposed, and 0 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. 20-09**

**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, 2017, the College Board issued to **Mildred C. Wells Preparatory Academy** (the "Academy") a Contract to Charter a Public School Academy (the "Charter Contract"); and

**WHEREAS**, the Charter Contract will expire on June 30, 2021 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 five (5) years, beginning July 1, 2021;

**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:**

5. 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:
  - g. The College Board approves the form of the Contract and related documents as submitted to and reviewed by the College Board;
  - h. The College Board approves and authorizes the issuance of the Contract and related documents and authorizes Mariah Wanic, College Board Designee, to execute the Contract and related documents issued by the College Board to the Academy, provided, that, before execution of the Contract, the College Chairperson affirms the following:

(5) 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

(6) 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.

t. The College Board Designee may agree to a term of Contract not to exceed five (5) academic years and not to extend beyond June 30, 2026.

6. 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 19<sup>th</sup> day of June, 2020, with a vote of \_\_\_ for, \_\_\_ Opposed, \_\_\_ abstaining, and \_\_\_ absent.

By: (JJ.Mjc/)  
Beverly Carrick, Secretary

**CONTRACT TERMS  
AND CONDITIONS**

**TERMS AND CONDITIONS  
OF CONTRACT**

**DATED: JULY 1, 2021**

**ISSUED BY**

**THE BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS**

**TO**

**MILDRED C. WELLS ACADEMY**

**CONFIRMING THE STATUS OF**

**MILDRED C. WELLS ACADEMY**

**AS A**

**MICHIGAN PUBLIC SCHOOL ACADEMY**

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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 Mildred C. Wells Academy which is established as a public school academy pursuant to this Contract.
- (b) “Academy Board” means the Board of Directors of the Academy.
- (c) “Applicable Law” means all state and federal law applicable to public school academies, including all rules, regulations, and orders promulgated thereunder.
- (d) “Application” means the public school academy application and supporting documentation submitted to the College Board for the

establishment of the Academy and supplemented by material submitted pursuant to the College Board's requirements for reauthorization.

- (e) "Authorizing Resolution" means Resolution No. 20-09 adopted by the College Board on June 19, 2020.
- (f) "Charter Schools Office Director" or "CSO Director" means the person designated by the College Board to administer the operations of the Charter Schools Office.
- (g) "Charter Schools Office" or "CSO" means the office designated by the College Board as the initial point of contact for public school academy applicants and public school academies authorized by the College Board. The Charter Schools Office is also responsible for administering the College Board's responsibilities with respect to the Contract.
- (h) "Code" means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1853 of the Michigan Compiled Laws.
- (i) "College" means Bay Mills Community College, a federally tribally controlled community college that is recognized under the tribally controlled colleges and universities assistance act of 1978, 25 USC 1801 et seq., and which has been determined by the Michigan Department of Education to meet the requirements for accreditation by a recognized regional accreditation body.
- (j) "College Board" means the Bay Mills Community College Board of Regents, an authorizing body as designated under Section 501 of the Code, MCL 380.501 et seq.
- (k) "College Board Chairperson" means the Chairperson of the Bay Mills Community College Board of Regents or his or her designee. In Section 1.1(l) below, "College Board Chairperson" means the Board Chairperson of the Bay Mills Community College Board of Regents.
- (l) "College Charter Schools Hearing Panel" or "Hearing Panel" means such person(s) as designated by the College Board Chairperson.
- (m) "Community District" means a community school district created under part 5B of the Code, MCL 380.381 et seq.
- (n) "Conservator" means the individual appointed by the College President in accordance with Section 10.9 of these Terms and Conditions.
- (o) "Contract" means, in addition to the definition set forth in the Code, these Terms and Conditions, Exhibit A containing the Authorizing Resolution

and the Resolution, the Master Calendar, the ESP Policies, the Lease Policies, the Schedules, and the Application.

- (p) “Director” means a person who is a member of the Academy Board of Directors.
- (q) “Educational Service Provider” or “ESP” means an educational management organization as defined under section 503c of the Code, MCL 380.503c, that has entered into a contract or agreement with the Academy Board for operation or management of the Academy, which contract has been submitted to the CSO Director for review as provided in Section 11.11 and has not been disapproved by the CSO Director, and is consistent with the CSO Educational Service Provider Policies, as they may be amended from time to time, and Applicable Law.
- (r) “Educational Service Provider Policies” or “ESP Policies” means those policies adopted by the Charter Schools Office that apply to a Management Agreement. The Charter Schools Office Director may, at any time and at his or her sole discretion, amend the ESP Policies. The ESP Policies in effect as of this date are incorporated into and part of this Contract. Upon amendment, changes to the ESP Policies shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.
- (s) “Fund Balance Deficit” means the Academy has more liabilities than assets at the end of any given school fiscal year, and includes any fiscal year where the Academy would have had a budget deficit but for a financial borrowing by the Academy or a monetary contribution by an Educational Service Provider or other person or entity to the Academy. If the Academy receives a gift or grant of money or financial support from an Educational Service Provider or other person or entity that does not require repayment by the Academy, and is not conditioned upon the actions or inactions of the Academy Board, then such gift or grant shall not constitute a financial borrowing or contribution for purposes of determining a Fund Balance Deficit.
- (t) “Lease Policies” means those policies adopted by the Charter Schools Office that apply to real property lease agreements entered into by the Academy. The Charter Schools Office Director may, at any time and at his or her sole discretion, amend the Lease Policies. The Lease Policies in effect as of this date are incorporated into and part of this Contract. Upon amendment, changes to the Lease Policies shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.

- (u) “Management Agreement” or “ESP Agreement” means an agreement as defined under section 503c of the Code, MCL 380.503c, that has been entered into between an ESP and the Academy Board for the operation and/or management of the Academy, which has been submitted to the CSO Director for review as provided in Section 11.11, and has not been disapproved by the CSO Director.
- (v) “Master Calendar” or “MCRR” means the Master Calendar of Reporting Requirements developed and administered by the Charter Schools Office setting forth a reporting time line for certain governance, financial, administrative, facility and educational information relating to the Academy. The Charter Schools Office Director may, at any time and at his or her sole discretion, amend the Master Calendar. Upon amendment, changes to the Master Calendar shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.
- (w) “President” means the President of Bay Mills Community College or his or her designee.
- (x) “Resolution” means Resolution No. 12-01 adopted by the College Board on January 20, 2012, establishing the standard method of selection, length of term and number of members format for public school academies issued a Contract by the College Board, as amended from time to time.
- (y) “Schedules” means the following Contract documents of the Academy: Schedule 1: Articles of Incorporation, Schedule 2: Bylaws, Schedule 3: Fiscal Agent Agreement, Schedule 4: Oversight Agreement, Schedule 5: Description of Staff Responsibilities, Schedule 6: Physical Plant Description, and Schedule 7: Required Information for Public School Academies.
- (z) “State Board” means the State Board of Education, established pursuant to Article 8, Section 3 of the 1963 Michigan Constitution and MCL 388.1001 et seq.
- (aa) “State School Reform/Redesign Office” means the office created within the Michigan Department of Technology Management and Budget by Executive Reorganization Order 2015-02, codified at MCL 18.445, and transferred from the Michigan Department of Technology Management and Budget to the Michigan Department of Education by Executive Reorganization Order 2017-02, codified at MCL 388.1282.
- (bb) “Superintendent” means the Michigan Superintendent of Public Instruction.
- (cc) “Terms and Conditions” means this document entitled “Terms and Conditions of Contract, Dated July 1, 2021, Issued by the Bay Mills

Community College Board of Regents to Mildred C. Wells Academy  
Confirming the Status of Mildred C. Wells Academy as a Michigan Public  
School Academy.”

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

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

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

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

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

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

## **ARTICLE II**

### **RELATIONSHIP BETWEEN THE ACADEMY AND THE COLLEGE BOARD**

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

Section 2.2. Independent Status of the Academy. The Academy is a body corporate and governmental entity authorized by the Code. The Academy is organized and shall operate as

a public school academy and a nonprofit corporation. The Academy is not a division or part of the College Board or the College. The relationship between the Academy and the College Board is based solely on the applicable provisions of the Code and the terms of this Contract or other agreements between the College Board and the Academy, if applicable.

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

Section 2.4. Academy Has No Power To Obligate or Bind State of Michigan, the College Board or the College. The Academy has no authority whatsoever to enter into any contract or other agreement that would financially obligate the State of Michigan, College Board or the College, nor does the Academy have any authority whatsoever to make any representations to lenders or third parties, that the State of Michigan, College Board or the College in any way guarantee, are financially obligated, or are in any way responsible for any contract, agreement, note, mortgage, loan or other instrument of indebtedness entered into by the Academy.

### **ARTICLE III**

#### **ROLE OF THE COLLEGE BOARD AS AUTHORIZING BODY**

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

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

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

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

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

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

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

Section 3.8. College Board Subject to Open Meetings Act. As required by Section 1475 of the Code, MCL 380.1475, College Board meetings conducted for the purpose of

carrying out or administering any authorizing body function shall be administered in accordance with the Open Meetings Act, MCL 15.261 et seq.

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

Section 3.10. College Board Review of Certain Financing Transactions. In the event that the Academy desires to finance the acquisition, by lease, purchase, or other means, of facilities or equipment, in excess of \$150,000, pursuant to arrangements calling for payments over a period greater than one (1) year, and which include a pledge, assignment or direction to one or more third parties of a portion of the funds to be received by the Academy from the State of Michigan pursuant to the State School Aid Act of 1979, as amended, being MCL 388.1601 et seq., then Academy shall obtain prior review for such financing from the College Board. The Academy shall submit a written request to the College Board describing the proposed financing transaction, and the facilities or equipment to be acquired with the proceeds thereof. Provided the Academy submits the written request at least sixty (60) days before the College Board's next regular meeting, the College Board shall vote on whether to disapprove the proposed financing transaction at the next meeting. If the proposed transaction is not disapproved, the College Board may still condition the decision not to disapprove on compliance by the Academy and any lender, lessor, seller or other party with such terms as the College Board deems appropriate under the circumstances. If the proposed transaction is disapproved, such disapproval may, but shall not be required to, state one or more conditions which, if complied with by the Academy and any lender, lessor, seller or other party, would cause such disapproval to be deemed withdrawn. No transaction described in this Section may be entered into by the Academy if the proposed transaction is disapproved by the College Board. By not disapproving a proposed transaction, the College Board is in no way giving approval of the proposed transaction, or representing that the Academy has the ability to meet or satisfy any of the terms or conditions thereof.

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

consider the issuance of a contract, consider reauthorization of the Academy and elect not to issue a contract, or consider reauthorization of the Academy and issue a contract for a fixed term.

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

#### **ARTICLE IV REQUIREMENT THAT THE ACADEMY ACT SOLELY AS GOVERNMENTAL ENTITY**

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

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

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

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

- (a) An individual simultaneously serving as an Academy Board member and as an owner, officer, director, employee or consultant of or independent contractor to an Educational Service Provider or an employee leasing company, or a subcontractor to an Educational Service Provider or an employee leasing company that has an ESP Agreement with the Academy;
- (b) An individual simultaneously serving as an Academy Board member and an Academy employee;
- (c) An individual simultaneously serving as an Academy Board member and an independent contractor to the Academy;
- (d) An individual simultaneously serving as an Academy Board member and a member of the governing board of another public school;
- (e) An individual simultaneously serving as an Academy Board member and a College official, employee, or paid consultant, as a representative of the College; and
- (f) An individual simultaneously serving as an Academy Board member and having an ownership or financial interest in any real or personal property leased or subleased to the Academy.

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

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

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

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

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

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

## **ARTICLE V**

### **CORPORATE STRUCTURE OF THE ACADEMY**

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

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

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

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

## **ARTICLE VI OPERATING**

### **REQUIREMENTS**

Section 6.1. Governance Structure. The Academy shall be organized and administered under the direction of the Academy Board and pursuant to the Governance

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

By formal resolution, the Academy Board may request the authority to operate the same configuration of age or grade levels at more than one site. The Academy Board shall submit to the CSO a contract amendment, in a form and manner determined by the CSO. The contract amendment shall include all information requested by the CSO, including detailed information about the site, the Academy's proposed operations at the site and the information provided in Contract Schedules 4, 5, 6 and 7. Upon receipt of a complete contract amendment, the CSO Director shall review the contract amendment and make a recommendation to the College Board on whether the Academy's request for site expansion should be approved. A positive recommendation by the CSO Director of the contract amendment shall include a determination by the CSO Director that the Academy is operating in compliance with the Contract and is making 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.

Section 6.17. 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 Employment Relations Act, the Uniform Budgeting and Accounting Act, the Revised Municipal Finance Act of 2001, the Elliott-Larsen Civil Rights Act, the Persons with Disabilities Civil Rights Act, and Subtitle A of Title II of the Americans with Disabilities Act of 1990, Public Law 101-336, 42 USC & 12101 et seq. or any successor law. The Academy agrees to participate in state assessments, data collection systems, state level student growth models, state accountability and accreditation systems, and other public comparative data collection required for public schools. Additionally, the Academy shall comply with other state and federal laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other state or federal law to the Academy.

## **ARTICLE IX**

### **AMENDMENT**

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

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

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

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

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

Section 9.6. Emergency Action on Behalf of College Board. Notwithstanding any other provision of this Contract to the contrary, the contents of this Section shall govern in the event of an emergency situation that arises between meetings of the College Board. An emergency situation shall be deemed to occur if the Charter Schools Office Director, in his or her sole discretion, determines that the facts and circumstances warrant that emergency action take place before the next meeting of the College Board. Upon the determination that an emergency situation exists, the Charter Schools Office Director may temporarily take action on behalf of the College Board with regard to the Academy or the Contract, so long as such action is in the best interest of the College Board and the Charter Schools Office Director consults with the College Board Chairperson or the College President prior to taking the intended actions. When acting during an emergency situation, the Charter Schools Office Director shall have the authority to act in place of the College Board, and such emergency action shall only be effective in the interim before the earlier of (a) rejection of the emergency action by the Chairperson of the College Board; or (b) the next meeting of the College Board. The Charter Schools Office Director shall immediately report such action to the College Board for confirmation at the next meeting so that the emergency action continues or, upon confirmation by the College Board, becomes permanent.

## **ARTICLE X**

### **CONTRACT TERMINATION, SUSPENSION, AND REVOCATION**

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

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

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

- (a) The Academy fails to achieve or demonstrate measurable progress toward achieving the educational goals and related measures identified in this Contract;
- (b) The Academy fails to properly implement, consistently deliver, and support the educational programs or curriculum identified in this Contract;
- (c) The Academy is insolvent, has been adjudged bankrupt, or has operated for two or more school fiscal years with a fund balance deficit;
- (d) The Academy has insufficient enrollment to successfully operate a public school academy, or the Academy has lost more than fifty percent (50%) of its student enrollment from the previous school year;
- (e) The Academy fails to fulfill the compliance and reporting requirements or defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract or, during the term of this Contract, it is discovered by the Charter Schools Office that the Academy failed to fulfill the compliance and reporting requirements or there was a violation of a prior Contract issued by the College Board;
- (f) The Academy files amendments to its Articles of Incorporation with the Michigan Department of Licensing and Regulatory Affairs, Bureau of Commercial Services without first obtaining the Charter Schools Office's approval;

(g) The Charter Schools Office discovers grossly negligent, fraudulent or criminal conduct by the Academy's applicant(s), directors, officers, employees or agents in relation to their performance under this Contract; or

(h) The Academy's applicant(s), directors, officers, employees or agents have provided false or misleading information or documentation to the Charter Schools Office in connection with the College Board's approval of the Application, the issuance of this Contract, or the Academy's reporting requirements under this Contract or Applicable Law.

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

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

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

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

If the Department elects not to issue a Pupil Hardship Exemption and the Charter Schools Officer determines, in his or her discretion, that the closure of one or more sites as directed by the Department creates a significant economic hardship for the Academy as a going concern or the possibility of a mid-year school closure, then the Charter Schools Officer may recommend to the College Board that the Contract be terminated at the end of the current school year (hereinafter "Economic Hardship Termination"). If the College Board approves the Economic

Hardship Termination recommendation, then this Contract shall terminate at the end of the current school year without any further action of the parties.

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

Section 10.4. Grounds and Procedures for Academy Termination of Contract. The Academy Board, by majority vote of its Directors, may, at any time and for any reason, request termination of this Contract. The Academy Board's request for termination shall be made to the Charter Schools Office Director not less than six (6) calendar months in advance of the Academy's proposed effective date of termination. Upon receipt of an Academy request for termination, the Charter Schools Office Director shall present the Academy Board's request for termination to the College Board. A copy of the Academy Board's resolution approving of the Contract termination, including a summary of the reasons for terminating the Contract, shall be included with the Academy Board's request for termination. 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 7<sup>th</sup> 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**

<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>General or Public Liability (GL)</b>	<p>Must be Occurrence form</p> <p>Must include Sexual Abuse &amp; 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 &amp; \$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>
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Errors &amp; Omissions (E&amp;O)</b>	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
<b>Automobile Liability (AL) for Owned and Non-Owned Autos</b>	<p>\$1,000,000 per accident.</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 Additional Insured with Primary and Non-Contributory Coverage.</p>
See Umbrella section for higher limit	Higher limits are required if PSA/SDA/UHS/SOE has its own buses.
COVERAGE	REQUIREMENTS
<b>Workers' Compensation</b>	<p>Must be Occurrence form.</p> <p>Statutory Limits with \$1,000,000 Employers Liability Limits.</p>
Requirement for PSA/SDA/UHS/SOE when leasing employees from Educational Service Provider (ESP) or Management Firm (MF)	NOTE: Must have Alternate Employer Endorsement from ESP/MF. Schedule PSA/SDA/UHS/SOE location on the ESP/MF Contract.
	NOTE: If PSA/SDA/UHS/SOE is leasing employees from ESP/MF and the PSA/SDA/UHS/SOE name does not have payroll, PSA/SDA/UHS/SOE still must carry Workers' Compensation coverage including Employers' Liability
COVERAGE	REQUIREMENTS
<b>Crime</b>	<p>Must include Employee Dishonesty coverage.</p> <p>Must include third party coverage.</p> <p>\$500,000 limit.</p>

COVERAGE	REQUIREMENTS
<b>Umbrella</b>	<p>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.</p> <p>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</p> <p>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.</p> <p>If PSA/SDA/UHS/SOE purchases additional Umbrella limits to meet the \$1,000,000/\$3,000,000 for E&amp;O then they must be in addition to the required Umbrella limit.</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 Additional Insured with Primary and Non-Contributory Coverage.</p> <p>All coverages have to be included in the Umbrella that are in General Liability, Automobile and E&amp;O.</p>

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

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

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

ADDITIONAL RECOMMENDATIONS	
COVERAGE	RECOMMENDATION
<b>Property</b>	Limits to cover replacement for PSA/SDA/UHS/SOE's property exposures, including real and personal, owned or leased.
<b>Cyber Risk Coverage</b>	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.
<b>Automobile Physical Damage</b>	Coverage for damage to the owned or used vehicle.
<b>DISCLAIMER:</b>	
By requiring such minimum insurance, the College shall not be deemed or construed to have assessed the risks that may be applicable to every PSA/SDA/UHS/SOE's operation and related activities. Each PSA/SDA/UHS/SOE should assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage.	

The insurance must be obtained from a licensed mutual, stock, or other responsible company licensed to do business in the State of Michigan. The Academy may join with other public school academies to obtain insurance if the Academy Board finds that such an association provides economic advantages to the Academy, provided that each Academy maintains its identity as first named insured. The Academy shall list the College and the College Board on the

insurance policies as an additional insured on insurance coverages listed in (b), (c) and (e) above. The Academy shall have a provision included in all policies requiring notice to the College Board, at least thirty (30) days in advance, upon termination or non-renewal of the policy. In addition, the Academy shall provide copies of all insurance policies required by this Contract on site for inspection by the College Board or its designee.

All insurance certificates must accurately reflect the coverage provided under the Academy's policy. Certificate must expressly list or state the coverage for each item specified in the Contract. Policy and corresponding certificates, should reflect an annual expiration date of June 30th to correspond with the Contract, unless a different date provides an economic advantage to the Academy, so long as such date does not create a gap in coverage at any time during the term of the Contract.

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

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

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

COVERAGE	REQUIREMENTS
<b>General or Public Liability (GL)</b>	Must be Occurrence form
	<b>Must include Sexual Abuse &amp; Molestation coverage</b>
	<b>Must include Corporal Punishment coverage</b>
	\$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
	<b>NOTE: Strict Disciplinary Academies must also have Security/Police Professional Liability coverage with MINIMUM of \$1,000,000 per occurrence</b>
COVERAGE	REQUIREMENTS
<b>Errors &amp; Omissions (E&amp;O)</b>	Must include Employment Practices Liability
	Must include Directors' and Officers' coverage
	Must include School Leaders' E&O

	Can be Claims Made or Occurrence form
	<b>If Claims Made, Retroactive Date must be the same or before date of original College-PSA contract</b>
	\$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
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Automobile Liability (AL) for Owned and Non-Owned Autos</b>	\$1,000,000 per accident
	PSA must be included as First Named Insured
	College must be included as Additional Insured with Primary Coverage
	<b>Higher limits may be required if PSA has its own buses</b>
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Workers' Compensation</b>	Must be Occurrence Form
	Statutory Limits
	<b>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.</b>
	PSA must be included as First Named Insured
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Crime</b>	Must include Employee Dishonesty coverage
	Must be Occurrence form
	\$500,000 per occurrence
	PSA must be included as First Named Insured
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Umbrella</b>	<b>Can be Claims Made or Occurrence form</b>
	<b>\$2,000,000 per occurrence &amp; \$4,000,000 aggregate</b>
	<b>If PSA has its own buses AND/OR has more than 1,000 students, must have MINIMUM \$5,000,000 per occurrence</b>
	<b>PSA must be included as First Named Insured</b>
	<b>College must be included as Additional Insured with Primary Coverage</b>
<b>ADDITIONAL RECOMMENDATIONS</b>	
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Property</b>	Limits to cover replacement for PSA's property exposures, including real and personal, owned or leased
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Performance Bond (or Letter of Credit with Indemnification)</b>	\$1,000,000 per claim/aggregate

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

The College's insurance carrier periodically reviews the types and amounts of insurance coverages that the Academy must secure in order for the College to maintain insurance coverage for the authorization and oversight of the Academy. In the event that the College's insurance carrier requests additional changes in coverage identified in this Section 11.2, or M.U.S.I.C requires changes in coverage and amounts for public school academies authorized by university board public school academy authorizing bodies, the Academy agrees to comply with any additional changes in the types and amounts of coverage requested by the College's insurance carrier or adopted by M.U.S.I.C. within thirty (30) days after notice of the insurance coverage change.

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

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

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

payments owed prior to site closure or reconstitution, or relieve the Academy from paying any costs or expenses owed under the lease prior to site closure or reconstitution.

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

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

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

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

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

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

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

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

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

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

“Compliance with Section 503c. On an annual basis, the ESP agrees to provide the Academy Board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 388.1618, for the most recent school fiscal year for which the information is available.

Within thirty (30) days of receipt of this information, the Academy Board shall make the information available on the Academy's website home page, in a form and manner prescribed by the Department. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this agreement."

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

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

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

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

Educational Service Provider, the Academy Board shall ensure that the Educational Service Provider complies with this section.

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:

Courtney F. Kissel  
Dykema Gossett PLLC  
201 Townsend Street, Suite 900  
Lansing, Michigan 48933

If to Academy:

Academy Board President  
Mildred C. Wells Academy  
248 9th Street  
Benton Harbor, MI 49022

If to Academy Counsel:

Steve Baker  
Miller Johnson Schroeder PLC  
728 Pleasant Street, Suite 101  
St. Joseph, Michigan 49085

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 5 years until June 30, 2026, unless sooner revoked or terminated according to the terms hereof.

Section 12.10. Indemnification. As a condition to receiving a grant of authority from the College Board to operate a public school pursuant to the terms and conditions of this Contract, the Academy agrees to indemnify, defend and hold the College Board, the College and its Board of Regents members, officers, employees, agents or representatives harmless from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the College, which arise out of or are in any manner connected with the College Board's receipt, consideration or approval of the Application, the

College Board's approval of the Resolution or Authorizing Resolution, legal challenges to the validity of Part 6A of the Code or actions taken by the College Board as an authorizing body under Part 6A of the Code, the College Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance of the College Board, the College and its Board of Regents members, officers, employees, agents or representatives upon information supplied by the Academy, or which arise out of the failure of the Academy to perform its obligations under this Contract. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of governmental immunity provided under Section 7 of the Governmental Liability for Negligence Act, being MCL 691.1407 of the Michigan Compiled Laws.

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

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

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

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

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

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

Section 12.17. Information Available to the Public.

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

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

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

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

- (a) sell or otherwise provide to a for-profit business entity any personally identifiable information that is part of a pupil's education records. This subsection does not apply to any of the following situations:
  - (i) for students enrolled in the Academy, providing such information to an educational management organization that has a contract with the Academy and whose contract has not been disapproved by the College;
  - (ii) providing the information as necessary for standardized testing that measures a student's academic progress and achievement; or

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

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

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

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

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

- (i) to the Department or CEPI;
- (ii) to the student’s parent or legal guardian;
- (iii) by the Academy to the College Board, College, Charter Schools Office or to the educational management organization with which the Academy has a management agreement that has not been disapproved by the College;
- (iv) by the Academy to the Academy’s intermediate school district or another intermediate school district providing services to Academy or the Academy’s students pursuant to a written agreement;
- (v) to the Academy by the Academy’s intermediate school district or another immediate school district providing services to pupils enrolled in the Academy pursuant to a written agreement;
- (vi) to the Academy by the College Board, College, Charter Schools Office;
- (vii) to a person, agency, or organization with written consent from the student’s parent or legal guardian, or from the student if the student is 18 years of age;
- (viii) to a person, agency, or organization seeking or receiving records in accordance with an order, subpoena, or ex parte order issued by a court of competent jurisdiction;

- (ix) to a person, agency, or organization as necessary for standardized testing that measures a student's academic progress and achievement; or
- (x) in the absence of, or in compliance with, a properly executed opt-out form, as adopted by the Academy in compliance with section 1136(6) of the Code, pertaining to uses for which the Academy commonly would disclose a pupil's "directory information."

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

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

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

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

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

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

Section 12.23. Confidential Address Restrictions.

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

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

Section 12.24 Partnership Agreement. If the Department and State Reform Office imposes a partnership agreement on the Academy, the Academy shall work collaboratively with

the Department, the State Reform Office and other partners to implement the partnership agreement. In the event that a provision in the partnership agreement is inconsistent with a provision in this Contract, this Contract shall control.

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

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

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

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

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

Section 12.29. New Building Construction or Renovations. The Academy shall not commence construction on a new school building or the major renovation of an existing school building unless the Academy consults on the plans of the construction or major renovation regarding school safety issues with the law enforcement agency that is or will be the first

responder for that school building. School building includes either a building intended to be used to provide pupil instruction or a recreational or athletic structure or field used by pupils.

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

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

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

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

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

BAY :tvDILLS COMMUNITY COLLEGE  
BOARD OF REGENTS

By: 'ftt{1.)  
Mariah Wanic, College Board Designee

Date: July 1, 2021

As the authorized representative of the Academy, ■ 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.

By: -t--4-Ro

Its: ft.utDf:N. 6o/lrJ.c.,CDi(JQ cfc:rr:s

Date: July 1, 2021

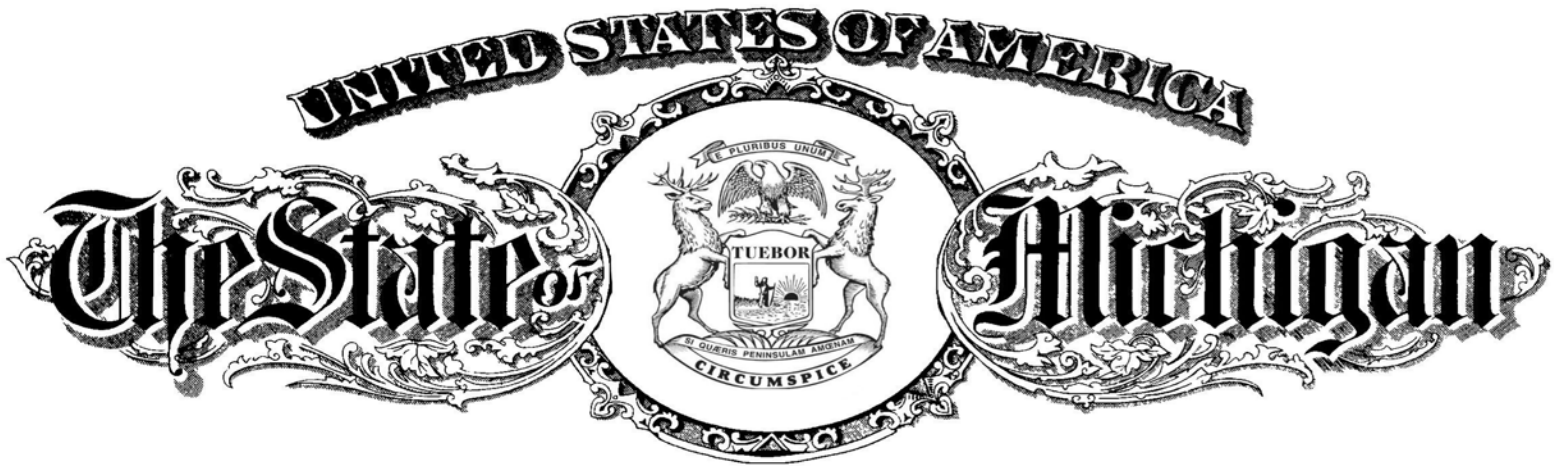
## **CONTRACT SCHEDULES**

### Schedules

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**CONTRACT SCHEDULE 1**

**ARTICLES OF INCORPORATION**



Department of Licensing and Regulatory Affairs  
Lansing, Michigan

*This is to Certify That*

MILDRED C. WELLS PREPARATORY ACADEMY

was validly Incorporated on March 3 , 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: 21020368002

*In testimony whereof, I have hereunto set my hand,  
in the City of Lansing, this 15th day of February , 2021.*

*Linda Clegg*

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH BUREAU OF COMMERCIAL SERVICES		
Date Received		(FOR BUREAU USE ONLY)
State		<div style="font-size: 24pt; font-weight: bold;">Filed</div> <div style="font-size: 18pt; margin-top: 10px;">SEP 02 2005</div> <div style="margin-top: 20px;">             Administrator              BUREAU OF COMMERCIAL SERVICES           </div>
Melissa A. Cook  4660 S. Hagadorn Road, Suite 500  East Lansing Michigan 48823		EFFECTIVE DATE:

Document will be returned to the name and address you enter above *W/*

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**RESTATED ARTICLES OF INCORPORATION**  
For Use by Domestic Nonprofit Corporations

Pursuant to the provisions of the Michigan Nonprofit Corporation Act of 1982, as amended (the "Act"), being MCL 450.2101 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:

1. The name of the corporation is: Mildred C. Wells Academy.
2. The identification number assigned by the Bureau is: 787-460.
3. All former names of the corporation are: Lakeside Academy.
4. The date of filing of the original Articles of Incorporation was: March 3, 2004.

*The following Restated Articles of Incorporation supersede the Articles of Incorporation as amended and shall be the Articles of Incorporation for the corporation:*

**ARTICLE I**

The name of the corporation is: Mildred C. Wells Preparatory Academy.

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

## 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 valuation of the above assets was as of July 28, 2004.)

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 4660 S. Hagadorn, Suite 500, East Lansing, Michigan 48823.

The mailing address of the registered office is the same.

The name of the resident agent at the registered office is Michael P. Malone.

## ARTICLE V

The corporation is a governmental entity.

## ARTICLE VI

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 VII

Before execution of a contract to charter a public school academy between the corporation and 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 VIII

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

## ARTICLE IX

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 X

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 I.R.C. 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 XI

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 the Charter Schools Office Director 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 Charter Schools Office Director, 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 College Board delegates to the Charter Schools Office Director the review and approval of changes or amendments to these Articles of Incorporation. 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 the Charter Schools Office Director and filed with the Michigan Department of Labor & Economic Growth, Bureau of Commercial Services. In addition, the corporation shall file with the amendment a copy of the College Board's or the Charter Schools Office Director's approval of the amendment (Bay Mills Community College Board of Regents Resolution 04-03 and Resolution 03-26).

#### ADOPTION OF ARTICLES

These Restated Articles of Incorporation were duly adopted on the 31 day of July, 2005, in accordance with the provisions of Section 642 of the Act. These Restated Articles of Incorporation restate, integrate and do further amend the provisions of the Articles of Incorporation and were duly adopted by the directors. The necessary number of votes were cast in favor of these Restated Articles of Incorporation. These Restated Articles of Incorporation shall be effective as of the date of filing.

Signed this day 31, 2005.

By:

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Nathaniel Wells, III, Academic Board President

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**CONTRACT SCHEDULE 2**

**BYLAWS**

RESTATED BYLAWS  
OF  
MILDRED C. WELLS ACADEMY

ARTICLE I  
NAME

This organization shall be called Mildred C. Wells 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 Benton Harbor, County of Berrien, 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 Chaler 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 I. 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 pennit 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 insmance 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 Tenth and Eleventh 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 27th day of July, 2013.

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{ Secretary

**CONTRACT SCHEDULE 3**  
**FISCAL AGENT AGREEMENT**

## **SCHEDULE3**

### **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 Mildred C. Wells 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, 2021, 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 Mildred C. Wells Academy.

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

Date:  11-1

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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 Mildred C. Wells 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.

**CONTRACT SCHEDULE 5**

**DESCRIPTION OF STAFF RESPONSIBILITIES**

**SCHEDULE 5**  
**Description of Staff Responsibilities**

3rd Grade Paraprofessional .....	5-1
31A Instructional Paraprofessional .....	5-2
Academic Interventionist.....	5-3
Behavior Aide.....	5-5
Bus Aide .....	5-6
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## **3<sup>rd</sup> Grade Paraprofessional Job Description:**

*Also known as: Title I Aide, Instructional Aide, Educational Assistant, Paraeducator, Paraprofessional, Educational Aide, and Tutor.*

### **SUMMARY**

Provide supplemental instructional support to eligible students.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES:**

Deliver interventions to students based on the instructional plans developed by the Title I Teacher and/or the General Education Teacher. Interventions may include support in the form of small group and/or individualized instruction, tutoring, guided practice, or other techniques, as guided by the teacher.

Report back to the Title I Teacher and/or General Education Teacher on the outcomes of the interventions conducted by keeping daily student outcome reports.

Administer assessments and screeners that will contribute to the teachers' decisions in regards to:

- determining eligibility for entry into Title I program
- creating appropriate interventions
- progress-monitoring
- exiting students from the Title I program

May attend parent/teacher conferences as needed to support the teacher in communicating with parents about student performance, behavior, or other topics.

Maintain student files as requested and required by the needs of federal, state and local guidelines to track student progress. Maintain the confidentiality of student records and student information.

Maintain activity logs and time and effort documentation that comply with regulatory requirements.

Maintain constant communication with Title I Teachers and General Education Teachers regarding the progress of and concerns about Title I students.

May serve as an active member of teams such as RTI team, data team, PBS team, school improvement team, etc. Assist the teacher in communicating and upholding behavior and conduct expectations found in the school-wide behavior management plan; assist in maintaining a safe and secure environment in the classroom. Other duties as assigned.

### **REQUIRED QUALIFICATIONS**

Good general reading, writing and math skills as evidenced by meeting the required state current certifications such as the ETS assessment or Work-Keys assessment.

### **DESIRED QUALIFICATIONS**

Evidence of successful experience in student and parent relations as evidenced through prior experience in personal or professional settings. Demonstrated proficiency in an instructional support capacity, as acquired through prior experience in tutoring, teaching or similar work experience. Willingness to learn, flexible, and knowledge of and the ability to assist in instructing reading, writing, and mathematics as appropriate.



### **31A Instructional** **Paraprofessional Job** **Description**

Also known as: Title I Aide, Instructional Aide, Educational Assistant, Paraeducator, Educational Aide, Tutor

#### **SUMMARY**

Provide supplemental instructional support to eligible students.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

- Deliver interventions to students based on the instructional plans developed by the Title I Teacher and/or the General Education Teacher. Interventions may include support in the form of small group and/or individualized instruction, tutoring, guided practice, or other techniques, as guided by the teacher.
- Report back to the Title I Teacher and/or General Education Teacher on the outcomes of the interventions conducted by keeping daily student outcome reports
- Administer assessments and screeners that will contribute to the teachers' decisions in regards to:
  - o determining eligibility for entry into Title I program
  - o creating appropriate interventions
  - o progress-monitoring
  - o exiting students from the Title I program
- May attend parent/teacher conferences as needed to support the teacher in communicating with parents about student performance, behavior, or other topics.
- Maintain student files as requested and required by the needs of federal, state and local guidelines to track student progress. Maintain the confidentiality of student records and student information.
- Maintain activity logs and time and effort documentation that comply with regulatory requirements
- Maintain constant communication with Title I Teachers and General Education Teachers regarding the progress of and concerns about Title I students
- May serve as an active member of teams such as RTI team, data team, PBS team, school improvement team, etc.
- Assist the teacher in communicating and upholding behavior and conduct expectations found in the school-wide behavior management plan; assist in maintaining a safe and secure environment in the classroom.
- Other duties as assigned.

# **The Leona Group, L.L.C.**

## **Job Description**

**Job Title:** Academic Interventionist  
**Department:** School  
**FLSA Status:** Exempt

### **SUMMARY**

Provide targeted academic interventions for eligible students; plan cooperatively with general education classroom teachers to identify eligible students as determined by the funding source, and to plan effective teaching techniques, strategies, tools, activities, and assessments.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

- Create an environment that is conducive to learning, including classroom, small-group, one-on-one, and other instructional settings.
- Plan academic interventions to meet the needs of individual students, as defined by their eligibility for interventions and by planning cooperatively with general education classroom teachers. Independently and in cooperation with classroom teachers, develop effective strategies, tools, activities and settings for delivery of academic interventions. May provide interventions independently or in conjunction with other staff members, depending on the needs of individual students or groups of students. Will frequently adjust the place, setting and form of instructional activities in order to meet student needs.
- Establish clear objectives for all interventions, either independently or in conjunction with classroom teachers or teaching teams, along with related assessments; ensure that interventions are aligned with state curriculum, school-wide curriculum goals, specific program goals, and teacher lesson plans as applicable.
- Evaluate student data frequently, independently and in conjunction with classroom teachers, to ensure interventions are having the desired affect, or to plan for adjustments as needed.
- Maintain accurate and complete records including individual student records of interventions performed, student progress, and any other funding-related record keeping required.

### **QUALIFICATIONS**

- Bachelor's degree with subject area emphasis (e.g. mathematics, reading, language arts, education) desired; minimum of 90 college credit hours required.
- Able to identify and implement appropriate academic interventions for eligible students, and ability to assess student achievement on such assessments, as acquired through degree in education or appropriate subject areas, or through equivalent combination of education and experience.
- State teacher licensure/certification highly desirable but not required.
- Demonstrated commitment to young people's learning success and achievement.
- Demonstrated proficiency at providing large group, small group and individual instruction in academic areas, as acquired through prior experience in a teaching or tutoring capacity.
- Evidence of ability to plan own activity and to work cooperatively with other staff members for planning purposes; able to frequently adjust the location, setting and pace of work.

**REQUIRED QUALIFICATIONS**

- Good general reading, writing and math skills as evidenced by meeting No Child Left Behind requirements (specifically an associate's degree, 60 college credits, or passing scores on an equivalent state-approved assessment).

**DESIRED QUALIFICATIONS**

- Evidence of successful experience in student and parent relations as evidenced through prior experience in personal or professional settings.
- Demonstrated proficiency in an instructional support capacity, as acquired through prior experience in tutoring, teaching or similar work experience.
- Willingness to learn
- Flexible
- Knowledge of and the ability to assist in instructing reading, writing, and mathematics as appropriate

## **Behavior Aide Job Description:**

### **SUMMARY:**

Take a proactive approach to curbing negative student behaviors for identified at-risk 31a students that could impede the student's ability to receive classroom instruction. In one-on-one and small-group settings, deliver appropriate, collaboratively designed behavior interventions. Monitor progress to determine effectiveness of intervention strategies employed.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES:**

- In concert with teachers, administrators, and other personnel, develop appropriate behavior intervention plans.
- Establish clear behavior objectives for at-risk 31a students, either independently or in conjunction with classroom teachers or teaching teams.
- Work with small groups or individual students to teach and coach the effective implementation of positive behavior strategies.
- Observe students in settings in which problem behaviors often occur to identify possible triggers that might be removed or minimized for that student.
- Review behavior data to determine if behavior intervention is having the desired impact.
- Other duties as assigned.

### **QUALIFICATIONS:**

- High School Diploma or equivalent preferred, but not necessary.
- Ability to identify and implement appropriate behavior interventions for eligible students, as acquired through a combination of education and experience
- Ability to analyze and use data.
- Demonstrated commitment to young people's learning success and achievement.
- Evidence of ability to plan own activity and to work cooperatively with other staff members for planning purposes; able to frequently adjust the location, setting and pace of work.



THE LEONA GROUP

**Bus**  
**Aide**  
**Job**  
**Description**

**Employer:** The Leona Group

**Job Title:** Bus Aide

**Department:** School

**FLSA Status:** Non-exempt

**Reports to:** School Leader

**Required:** Must pass a criminal background check

**SUMMARY**

Assist school bus driver(s) in transporting students safely to and from school or to school-sponsored activities. Maintain safe and clean bus conditions, keep necessary records, and communicate effectively with parents, students and staff about transportation-related matters.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

- Ride school bus or other assigned vehicle transporting students between home and school or on school-sponsored activities in order to assist the driver(s) in maintaining safety and security on the bus. Monitor student behavior and address any concerns with behavior, conduct or adherence to safety expectations. Follow all assigned safety procedures and school expectations for transportation program.
- Report any incidents, accidents, or safety concerns to school administration. May assist driver in completing related incident reports. Comply fully with any accident investigation, insurance claim processing, safety checks, or other inquiries.
- Participate in any necessary safety drills, training, certification procedures, or other steps required. Submit to random drug tests if required according to U.S. Department of Transportation requirements.
- Implement student procedures to ensure safety on the bus. Make necessary reports to parents and administrators when student behavior is a concern.
- Communicate professionally with students and parents regarding student needs or concerns.
- Maintain a high level of cleanliness on assigned vehicle(s).
- Other duties as assigned.

## QUALIFICATIONS

- Basic writing, reading and communications skills as acquired through a high school diploma or higher. Able to read and understand transportation instructions, safety rules and regulations, and to make written and oral reports to supervisors.
- Able to communicate professionally and politely with students and parents even in stressful situations such as delays, accidents or complaints; able to exercise appropriate supervision of students on the bus and to maintain order and discipline.
- Able to comply with routine safety procedures such as vehicle checks, end-of-shift sweep, and others.
- Clean pre-employment drug test and willingness to submit to random drug testing.



THE LEONA GROUP

**Bus**  
**Driver**  
**Job**  
**Description**

**Employer:** The Leona Group

**Job Title:** Bus Driver

**Department:** School

**FLSA Status:** Non-exempt

**Reports to:** School Leader

**Required:** Must pass a criminal background check

**SUMMARY**

Transport students safely to and from school or to school-sponsored activities. Maintain safe and clean bus conditions, keep necessary records, and communicate effectively with parents, students and staff about transportation-related matters.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

- Drive school bus or other assigned vehicle to transport students between home and school or on school-sponsored activities. Adhere to transportation schedule so that students arrive on time to school or home. Follow all assigned traffic rules, safety procedures, and school expectations for transportation program.
- Report any incidents, accidents, or safety concerns to school administration. Complete related incident reports and comply fully with any accident investigation, insurance claim processing, safety checks, or other inquiries.
- Participate in any necessary safety drills, driver training, certification procedures, or other steps required to maintain driving credentials. Submit to random drug tests as required according to U.S. Department of Transportation requirements.
- Implement student procedures to ensure safety on the bus. Make necessary reports to parents and administrators when student behavior is a concern.
- Communicate professionally with students and parents regarding student needs or concerns; provide timely notice to parents and administrators in the event of any deviations from transportation schedule.
- Maintain a high level of cleanliness on assigned vehicle(s).
- Notify administrator of any necessary repairs or maintenance on assigned vehicle(s).

## **QUALIFICATIONS**

- Basic writing, reading and communications skills as acquired through a high school diploma or higher. Able to read and understand transportation instructions, traffic regulations and signs, and to make written and oral reports to supervisors.
- Prior experience in driving a bus or commercial vehicle preferred.
- Valid driver's license with appropriate endorsements as required in each state.
- Clear background check including motor vehicle record to enable the individual to be covered through the school's insurance regarding student transportation.
- Able to communicate professionally and politely with students and parents even in stressful situations such as when the bus is delayed or when an accident has occurred; able to exercise appropriate supervision of students on the bus and to maintain order and discipline.
- Able to comply with routine safety procedures such as vehicle checks, end-of-shift sweep, and others.
- Clean pre-employment drug test and willingness to submit to random drug testing.

Please note that candidates must submit the names and addresses of previous employers for which the applicant was an operator of a commercial motor vehicle within the last ten years, along with the dates of employment and the reason for leaving. These employers will be contacted for verification.

## *Job Description*

**Job Title:           Business Office Manager**

### **SUMMARY**

Oversee and Manage school administrative functions, processes, equipment, and employees in accordance with standards.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

- Manage and direct administrative processes and employees.
- Analyze and organize office operations, procedures, and work flow and take appropriate action in accordance with back-up office operations staff.
- Provide and coordinate backup for administrative staff.
- Record and file daily the student and staff attendance data.
- Oversee the switchboard responsibilities as required.
- Provide for appropriate building mail distribution.
- Type/post/announce daily bulletins/announcements.
- Oversee the scheduling of substitute teachers.
- Liaison to building maintenance/property manager.
- Order general office and school supplies and process all check requests and expense reports, purchase orders via appropriate requisition procedure.
- Responsible for facility, office keys, passcards.
- Process clerical and personnel records to insure completeness, accuracy, and timeliness.
- Prepare and review school reports.
- Work with the Human Resources department on procedures, initiatives, annual benefits enrollment process, etc.
- Coordinate verification and timely processing of payroll including new hire information and timesheets as well as timely distribution of faculty/staff payroll.
- Check-in/distribute building curriculum orders.
- Assist in coordination of social functions and other school meetings.
- Assist with and reconcile petty cash and school checking accounts.
- Responsible for processing applicants and training administrative staff.
- Establish administrative goals and performance measures.
- Oversee and supervise building maintenance staff.

### **REQUIRED QUALIFICATIONS**

- 60 college credit hours or more.
- Computer literacy and basic knowledge of data entry, word processing, database management and spreadsheet manipulation.
- Evidence of proficiency in office organization, management, and phone techniques.
- Evidence of successful experience in student and parent relations.

- Ability to work as a team member to accomplish multiple tasks.
- Demonstrated ability to function independently in the coordination of the responsibilities of a school office setting.



**Custodian**  
**Job**  
**Description**

**FLSA Status:** Non-Exempt

Responsible for keeping the school site and school materials clean and in good working order; identify potentially unsafe situations, and keep the physical plant and surrounding areas clean and free of debris.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following.

- Implement the directives of the School Leader or other designated supervisor with respect to cleaning the academy facility. May include cleaning classrooms, common areas, offices, restrooms, athletic facilities, or any inside or outside area of the school building and grounds.
- Report concerns about safety or health as related to the academy facility to the School Leader; whenever possible, immediately correct potentially unsafe situations in order to avoid injury to self, staff, students, visitors and others.
- Follow established guidelines related to universal precautions including blood-borne pathogens procedures.
- May be responsible for ordering or purchasing cleaning materials or other supplies related to custodial work; follow procedures to ensure expenditures are properly documented and academy funds are properly handled.
- Work cooperatively with other staff members in completing assignments. May be responsible for coordination of work with facility landlord, if applicable.
- Other duties as assigned.

**QUALIFICATIONS**

- Basic reading, writing and speaking skills to enable staff member to understand and carry out supervisory instructions and to read and understand health and safety information (for example Material Safety Data Sheets).
- Ability to organize work to meet daily deadlines.
- May be required to work afternoon or evening shifts, depending on academy needs.

**PHYSICAL REQUIREMENTS**

Able to perform custodial duties including sweeping, mopping, vacuuming, removing trash, which entails:

- Lifting up to 50 pounds
- Bending and twisting frequently throughout the work day
- Possible stair climbing depending on the facility

## **FAMILY LIAISON**

### **JOB**

### **DESCRIPTION**

#### **SUMMARY**

Reinforces programs to improve the attendance, academic performance, family engagement, and general behavior of students. Also creates a better understanding on the part of the parents of the MCWA Academy and its goals.

#### **OVERVIEW**

Under the supervision of administration, performs duties of the position following well-established and defined policies and procedures. Requires some judgment and discretion to determine methods of communication with individual parent or family members. Contacts and interactions are such that empathy, tact, diplomacy and persuasion are common communication tools. Requires strong level of consistency, integrity and confidentiality. Clerical and record keeping duties are essential and require excellent organizational skills.

#### **ESSENTIAL TYPES OF DUTIES**

- Prepare regular report(s) for each student, daily, covering aspects attendance and truancy.
- Assists in developing school-community activities, such as family engagement activities.
- Assists in communication between the school, family, and relevant community agencies.
- Assists administration in helping families with solutions for problems which interfere with a child's success in school.
- Provides administration and school staff with information gained from contacts with the home which may assist in resolving school problems.
- Reviews attendance on a daily basis and follows-up on special attendance problems.

- Assist in monitoring uniform compliance-to assist and update administration with information regarding special circumstances for uniform compliance.
- Attends and promotes parental involvement in Parent meetings and Family Engagement events.
- Maintain constant communication with general education teachers regarding the progress of and concerns about students.
- May serve as an active member of teams such as MTSS team, data team, school improvement team, etc.
- Assist the teacher in communicating and upholding behavior and conduct expectations found in the school-wide behavior management plan; assist in maintaining a safe and secure environment in the classroom. Other duties as assigned.

### **QUALIFICATIONS**

**Knowledge and Skills:** Requires thorough knowledge of the rules, goals and objectives of Mildred C Wells Academy. Must be familiar with relevant public and private community agencies. Must understand the target community and be familiar with the cultural background of minority, ethnic and disadvantaged groups. Must have good clerical and excellent office and record keeping skills. Requires good communication skills.

**Abilities:** Must be able to perform all of the duties of the position effectively and efficiently. Requires the ability to win the confidence of the people contacted in the course of work. Must be able to prepare clear and concise oral and written reports and perform general office duties of assignment. Requires the ability to exercise sound judgment, discretion and initiative. Requires the ability to communicate with and relate to disadvantaged people and minority, ethnic groups.

**Education and Experience:** High School diploma or equivalent required.



THE LEONA GROUP

## **Instructional Coach**

### **Job**

### **Description**

**Employer:** The Leona Group

**Job Title:** Instructional Coach

**Department:** School

**FLSA Status:** Exempt

**Reports to:** School Leader

**Required:** Must pass a criminal background check

### **Summary**

Assist the School Leader in improving the quality of instruction at the Academy at an aggregate level as well as at the classroom and student level. Supports teachers in planning and delivering high-quality instruction by giving feedback, sharing best practices, and providing resources. Provide data to the School Leader to support effective assessment and training. May assist the Leader in planning and facilitating teacher collaboration and professional learning communities.

### **Essential Duties and Responsibilities**

- . Develop, with the collaboration of the teacher, clear, realistic and important instructional goals, professional development goals that are standards based and reflect the individual needs of the teacher.
- . Guide, teach, influence, and support teachers in planning and delivering high quality instruction in the classroom through reflection, collaboration, and shared inquiry. Observe teachers and review lesson plans and other teacher-generated documents, and give constructive feedback for improvement.
- . Share methods, materials, and other resources through modeling and other best practices to enhance teacher effectiveness.
- . Provide meaningful, timely feedback to teachers on ways to improve teaching skills.
- . Monitor the implementation of teaching and learning processes in classrooms.
- . Research instructional resources that best benefit the individual classroom teacher.



- . Employ coaching processes that foster increased autonomy in direction and responsibility.
- . Provide guidance with educational programs while incorporating effective processes to achieve desired programmatic goals.
- . Impart a repertoire of teaching methods, intervention strategies, and alternative modalities of learning that affect student achievement.
- . Facilitate reflective thinking and self-advocacy by being a neutral and active listener.
- . Advocate on behalf of the students to ensure quality of education for all and to accomplish the school's educational goals.
- . Promote on behalf of the classroom teacher, with the school administration, suitable professional development.
- . Determine the appropriate research-based resources necessary to improve the instructional abilities and skills of the individual teacher.
- . Maintain consistent communication with the School Leader to share data, thoughts and observations and to celebrate successes and troubleshoot program issues.
- . Other duties as assigned.

### **Required Qualifications**

- . Superior teaching skills, as acquired through a current teaching certificate/license, 3-5 years of teaching experience, and demonstrated success in teaching as evidenced by student assessment data and other evidence.
- . Ability to effectively share information and skills regarding data, curriculum, instruction, and assessment with school staff using a variety of coaching processes, e.g., verbal explanation, modeling, co-teaching, observing, conducting study groups, and other forms of professional development, as acquired through prior experience as a lead teacher, instructional coach, consultant, or comparable role.
- . Ability to conduct classroom walkthroughs and observations for the purpose of identifying areas of strengths, weaknesses and professional development needs of the classroom teacher.
- . Ability to create and maintain positive and supportive relationships with the principal and school staff.
- . Ability to recognize the need for and knowledge of how to train staff to map and align the curriculum.
- . Knowledge of how to disaggregate student data for instructional planning.
- . Ability to develop and implement differentiated instructional methods that correspond to specific student needs.
- . Knowledge of how to select appropriate instructional practices for various student groups.

. Understanding of how to appropriately use diagnostic tools and formative assessments to determine appropriate instruction. Familiar with a variety of instruments, technology tools and other resources for assessing and enhancing student performance.

## **Kindergarten Paraprofessional Job Description:**

*Also known as: Title I Aide, Instructional Aide, Educational Assistant, Paraeducator, Paraprofessional, Educational Aide, and Tutor.*

### **SUMMARY**

Provide supplemental instructional support to eligible students.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES:**

Deliver interventions to students based on the instructional plans developed by the Title I Teacher and/or the General Education Teacher. Interventions may include support in the form of small group and/or individualized instruction, tutoring, guided practice, or other techniques, as guided by the teacher.

Report back to the Title I Teacher and/or General Education Teacher on the outcomes of the interventions conducted by keeping daily student outcome reports.

Administer assessments and screeners that will contribute to the teachers' decisions in regards to:

- determining eligibility for entry into Title I program
- creating appropriate interventions
- progress-monitoring
- exiting students from the Title I program

May attend parent/teacher conferences as needed to support the teacher in communicating with parents about student performance, behavior, or other topics.

Maintain student files as requested and required by the needs of federal, state and local guidelines to track student progress. Maintain the confidentiality of student records and student information.

Maintain activity logs and time and effort documentation that comply with regulatory requirements.

Maintain constant communication with Title I Teachers and General Education Teachers regarding the progress of and concerns about Title I students.

May serve as an active member of teams such as RTI team, data team, PBS team, school improvement team, etc. Assist the teacher in communicating and upholding behavior and conduct expectations found in the school-wide behavior management plan; assist in maintaining a safe and secure environment in the classroom. Other duties as assigned.

### **REQUIRED QUALIFICATIONS**

Good general reading, writing and math skills as evidenced by meeting the required state current certifications such as the ETS assessment or Work-Keys assessment.

### **DESIRED QUALIFICATIONS**

Evidence of successful experience in student and parent relations as evidenced through prior experience in personal or professional settings. Demonstrated proficiency in an instructional support capacity, as acquired through prior experience in tutoring, teaching or similar work experience. Willingness to learn, flexible, and knowledge of and the ability to assist in instructing reading, writing, and mathematics as appropriate.

## **Teacher** **Job** **Description**

### **SUMMARY**

Provide high-quality instruction to students and work collaboratively with the school leader, colleagues, students, parents and the board to accomplish or surpass the academy's articulated educational goals. Work as a collaborative team member to implement the academy curriculum and accomplish short- and long-term academy goals.

### **ESSENTIAL DUTIES AND RESPONSIBILITIES include the following:**

- Create a classroom environment that is conducive to learning; develop reasonable rules of classroom behavior and procedure; enforce the academy's student discipline code; collaborate in the implementation of initiatives such as school-wide behavior management systems.
- Plan a program of study that meets the individual needs and goals of students; establish clear objectives for all lessons and units; ensure that lessons -- as planned, delivered, and assessed -- are aligned with state curriculum and school-wide curriculum standards.
- Develop lesson plans and submit them for review and feedback as scheduled; work cooperatively with the academy's instructional coach to learn from feedback and improve the quality of instruction. Participate in ongoing analysis and
- planning to ensure that the school's curriculum remains aligned to state standards.
- Collaborate with special education staff to implement, to the greatest extent possible, an inclusive approach to students with special needs. Remain aware of student needs; participate in child study teams or individualized education planning; implement accommodations and modifications as indicated in student IEP's; seek advice and counsel from student support services areas when

needed to ensure that all students are fully served.

- Collaborate with other staff, as necessary, to implement grant-funded programming to accelerate learning for students with a variety of needs including special education, at-risk, limited English proficient students and others, to bring them to grade level proficiency.
- Maintain accurate and complete records as required; maintain the confidentiality of student records and student information. Complete any documentation necessary for the academy to be in compliance with regulatory requirements, such as time and effort reporting.
- Communicate with parents and make provisions for being available outside normal hours; work with parents to encourage participation in their child's learning experiences; provide regular communication to parents regarding their children's performance.
- Maintain professional competence via conferences, mentoring, involvement in professional organizations, continuing coursework, etc. Complete all coursework and other requirements necessary to maintain teaching credentials and "highly qualified" status, as required by the teacher's assignment.
- Inform the school leader of needed instructional resources. Serve as an active member of teams such as grade-level, school-wide planning, school improvement or other areas of focus.
- May participate in extracurricular activities such as coaching, clubs, student government, tutoring, enrichment activities, etc.
- Other duties as assigned.

## **QUALIFICATIONS**

- State teacher licensure/certification with appropriate endorsements(s).
- Bachelor's degree with subject area emphasis and/or coursework and/or experience necessary to be deemed "highly qualified" for the grade/subjects to be taught. (Will consider non-certified applicants with a degree in the subject area to be taught; would be required to complete a plan of action to become "highly qualified" within a prescribed period of time.)
- Demonstrated commitment to young people's learning success and achievement.
- Demonstrated proficiency in a teaching/tutoring capacity as acquired through prior experience in tutoring, teaching or other education-related experience; evidence of successful experience in student and parent relations.



THE LEONA GROUP

## School Leader

### Job Description

**Employer:** The Leona Group

**Job Title:** School Leader

**Department:** School

**FLSA Status:** Exempt

**Reports to:** Supervisor

**Required:** Must pass a criminal background check

## SUMMARY

Provide on-site educational leadership and managerial expertise necessary to accomplish the specified educational goals and to assure the overall success of the academic program.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

- Ensure that all aspects of operations comply with state laws and regulations, as well as with academy contracts and policies.
- Coordinate development of, and maintain, any written educational plan required by law and consistent with the educational goals adopted by the board.
- Ensure proper implementation of the school-wide instructional plan and adherence to state and federal Every Student Succeeds Act (ESSA) requirements.
- Strive to increase the efficient use of resources in the daily operations of the school.
- Articulate to the entire staff, board, student body, parents and community, the vision, mission and strategies that help achieve the defined educational goals and objectives.
- Continually monitor/supervise the progress of the staff and coordinate professional development opportunities on a regular basis.
- Assign staff to achieve the maximum benefit toward attainment of educational goals.
- Evaluate the progress of the professional and support staff toward the attainment of educational goals.
- Recommend changes in instructional or staffing patterns based on the analysis of staff and program progress.

- Establish and maintain a positive working relationship with the staff, student body, parents and community.
- Remain abreast of local, state and national issues/mandates that may affect the Academy.
- Maintain effective communication with supervisor and other company personnel in fulfilling managerial oversight responsibilities. Seek counsel and direction as needed to perform at a high level.

## **REQUIRED QUALIFICATIONS**

- High level of ability to communicate, by action, demeanor, and relationships with others, the school's mission and vision; ability to persuade key audiences; able to engage staff to deliver the same core messages and to motivate them to do the same.
- A master's degree or higher in administration, curriculum/instruction or an academic area desired, providing expertise in curriculum development, leadership, and program oversight. Bachelor's degree required.
- 3-5 years administrative or supervisory experience, demonstrating a high level of skill in supervising a staff, effectively training, delegating and coaching for high performance.
- A high level of initiative and the ability to manage short- and long-term projects and initiatives; able to use technology and other tools effectively to utilize information, communicate, and manage projects. Adequate understanding of school finances preferred, to effectively manage the academy budget in conjunction with other departments and with the academy board.
- Evidence of successful experience in employee/parent relations. Excellent ability to: reach out to diverse elements of the school, local, and Leona community; form and sustain positive relationships; and promote the school to prospective parents and community partners.
- Ability to create and nurture an effective academy leadership team, encompassing administration, curriculum, support services, and all other key areas.
- Excellent analytical skills; able to absorb, synthesize and respond to data from multiple diverse sources; able to implement sound data analysis practices throughout the school for the purpose of continuous improvement.
- State teacher certification desired, along with successful teaching experience; or other equivalent experience providing the skills and knowledge necessary for school leadership.



THE LEONA GROUP

**Security**  
**Job**  
**Description**

**Employer:** The Leona Group

**Job Title:** Security

**Department:** School

**FLSA Status:** Non-Exempt

**Reports to:** School Leader

**Required:** Must pass a criminal background check

## **SUMMARY**

Responsible for monitoring the school property, helping to assure a safe, orderly environment, and notifying school leadership of any unusual occurrences. Responsible for assuring that all of the entrances and exits of the school are properly secured for the safety of the students and staff. In cooperation with the office staff, is responsible for greeting visitors and ensuring safety and security procedures are followed with respect to visitors.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

- Conduct regular walkthroughs inside and outside of the school.
- Identify unclean, unsafe or disorderly situations and resolve them, or elevate the concern to the leadership staff.
- Maintain regular records related to security incidents.
- Communicate with students and others in the school to de-escalate problem situations and avoid conflicts; if conflicts or fights do arise, intervene to resolve issues, restore order and avoid injuries or damage; call for police or other assistance as appropriate .
- Cooperate with law enforcement authorities as needed to make reports or investigate problem situations .
- Assist in conducting fire and tornado drills, evacuation plans, etc. May assist in emergency planning and emergency communications.
- Administer first aid.
- Other duties as assigned.

## **QUALIFICATIONS**

- Proven ability to communicate effectively with others in difficult or confrontational situations; able to de-escalate conflict and resolve disputes. Prior training in dispute resolution, mediation, and/or appropriate procedures to restrain students would be helpful.
- Excellent interpersonal communication skills; able to maintain effective working relationships with students, staff, and others throughout the school. Able to create a welcoming environment while also maintaining safety and security.
- Certification to perform first aid and CPR.

- Prior relevant work history, such as experience in security, law enforcement, or school discipline.
- Good basic business writing skills as acquired through a high school diploma or equivalent
- Physical/motor skills sufficient to allow the employee to move throughout the building quickly, make accurate observations of the environment, and to intervene if necessary in resolving conflicts.

## **Social Worker Job Description:**

The primary focus of the school social worker is to assist students whose emotional/ social problems interfere with their ability to obtain maximum benefit from the educational program. The social worker may also act as a liaison between parents/ guardians, school, and public or private agencies responsible for student care and services to assist parents in taking advantage of services available in the school and community.

### **Essential functions related to services to students who are in need of support for emotional/social problems:**

- Conduct social work evaluations with students suspected of having emotional/behavioral problems which may qualify them for special education services.
- Participate in Multi-Disciplinary team meetings to review the results of evaluation(s) and make recommendations relative to eligibility.
- Participate in Individual Educational Planning team (IEP) meetings to identify the amount of social work support a student may require and develop annual goals/short-term instructional objectives related to the social/emotional needs of an eligible student.
- Provide social work services as described in student IEPs related to specific goals and objectives, and provide written evaluations on student progress.
- Conduct functional behavior assessments and assist in writing behavior intervention plans in cooperation with IEP team members.
- Assist school staff in carrying out behavior intervention plans.
- Maintain appropriate confidential records for each student served.
- Develop and plan activities with general education and collaborative teachers to facilitate inclusion of special education students with behavior problems in the general education classroom.
- If applicable, meet regularly with social worker mentor and participate in other training necessary to advance skills and credentials.

### **Essential functions related to social work services on a school-wide basis:**

- Provide pre-referral consultation to teachers and school leaders regarding students with behavior/adjustment issues and join the child study team when students with behavior problems are referred for interventions.
- Provide consultation to parents/guardians regarding family and community adjustment and utilization of community resources.
- Serve as a liaison between the school and community service agencies.
- May make home visits, with appropriate supervision, for family consultation and evaluation.
- Assist school teams in developing and carrying out crisis response plans; assist staff and parents in adjusting to crises/trauma.
- Assist the school team in developing and implementing school-wide behavior intervention strategies.
- Provide social skills training as part of school-wide behavior intervention strategies.

Other duties as assigned.

### **Required Qualifications:**

- Masters in social work and licensure/certification with a School Social Worker endorsement or eligibility for temporary or full approval as a school social worker.
- Skilled in individual and group assessment and treatment techniques as acquired through experience and/or training.
- Ability to formulate eligibility recommendations for students with emotional/social problems.
- Ability to communicate effectively both orally and in written communications.
- Familiarity with positive behavior intervention concepts; training in writing and implementing behavior intervention plans.
- Knowledge of social skills needed to change behavior and ability to integrate training into classroom activities.
- Ability to handle stressful situations and carry out responsibilities during times of crisis.
- Ability to work effectively as a team member in developing and providing services to students.

## **Speech Language Pathologist Job Description:**

### **SUMMARY:**

Under the direction of the School Leader and the special education leadership team, screen, assess and identify students with communication disorders which adversely affect their educational progress. Develop plans for, and provide, provide direct and indirect services within the student's educational setting, based on established IEP goals and objectives.

### **ESSENTIAL FUNCTIONS:**

- Screen, assess and identify students with communication disorders which adversely affect their educational process.
- Prepare written evaluations and maintain records which clearly and succinctly document services to be provided, student progress and discharge from therapy as recommended to the IEP/child study team.
- Comply with evaluation standards and determine eligibility for services based on the local, state, and/or federal guidelines for students with disabilities.
- Effectively communicate assessment results, diagnosis and proposed treatment plans.
- Participate in the multidisciplinary team process regarding eligibility issues, Individual Education Plan (IEP) development, consultation services and service delivery models.
- Develops treatment plans consistent with the IEP. Reviews therapy goals and objectives and make recommendations for changes as appropriate.
- Deliver speech therapy in compliance with IEPs by employing instructional/therapeutic methods and materials that are appropriate for meeting each student's goals and objectives.
- Operate and maintain a variety of therapeutic equipment and train others in use of the equipment as necessary.
- Assess, select and develop augmentative and/or alternative communication systems and provide training in their use.
- Participate in hearing screening programs to identify and refer students with suspected hearing impairment and/or middle ear disorders.
- If applicable, supervise and coordinate the activities of speech pathology assistants and interns.
- Communicate with students who have disorders of communication, their families, caregivers and other service providers relative to the student's disability and its management.
- Assist instructional staff in developing or modifying classroom activities to meet the communication needs of the student(s); assist in implementation, to the greatest degree possible, of an inclusive approach to special education for students with communication disorders.

- Communicate with appropriate agencies, schools and other organizations as needed in order to meet the needs of students with communication disabilities.
- Maintain current knowledge regarding instructional and technological advances and other matters concerning speech-language therapy, by attending and participating in professional workshops and conferences or through other appropriate avenues.
- May provide in-service training to other professionals and paraprofessionals.
- Performs other duties consistent with the position as may be assigned.

#### **REQUIRED QUALIFICATIONS:**

- A teaching certificate with an endorsement in speech pathology OR a Certificate of Clinical Competency in speech pathology OR a master's degree and any combination equivalent to a master's degree in the area of speech-language pathology from an accredited program in speech-language therapy sufficient to enable the candidate to be deemed "highly qualified."
- Knowledge of principles and techniques of speech-language therapy, training and supervising staff as acquired through professional preparation and experience.
- Knowledge of methods and procedures for assessment and treatment of communication disorders (speech sound production and use, receptive and expressive language, fluency, voice, oral motor, etc) as acquired in training and experience.
- Knowledge of state and federal laws and regulations regarding special education records, due process, service provision and speech language pathology; knowledge of state laws and regulations governing the practice of speech-language pathology and academy policies and procedures as acquired through education and experience.
- Demonstrated ability to effectively provide speech-language therapy to eligible students, develop and evaluate the appropriateness of treatment plans (IEPS), develop student rapport and establish a positive therapeutic atmosphere., communicate and work effectively with the families of students with disabilities, work collaboratively with other professionals, maintain student records and prepare reports, prepare effective written evaluations and reports, and operate and maintain therapeutic and office equipment, as acquired through training and/or prior experience. At least one year of prior experience is preferred.

## MANAGEMENT AGREEMENT

This Management Agreement (the "Agreement") is made and entered into as of the *Ld-* day of *11.1.1.*, 2017, by and between Mildred C. Wells Academy, a Michigan non-profit corporation, public school academy ("MCWA") and The Leona Group, L.L.C. a Michigan limited liability company ("TLG").

### RECITALS

A. MCWA has been granted a Public School Academy Contract (the "Public School Academy Contract") by Bay Mills Community College (the "Authorizer") to operate a public school academy (the "Academy") pursuant to the Public School Academy Contract in accordance with the Michigan Revised School Code (the "Code") under the name of "Mildred C. Wells Academy."

B. MCWA and TLG desire to create an enduring educational partnership, whereby MCWA and TLG will work together to develop an environment of educational excellence and innovation at MCWA, based upon TLG's experience and capacity to implement and manage a comprehensive educational program ("Educational Program").

C. MCWA has approved TLG's Educational Program, and agrees that it is in the best interest of MCWA and the Academy to enter into this Agreement with TLG.

THEREFORE, the parties mutually agree as follows:

1. Public School Academy Contract; Required Provisions. Notwithstanding, anything contained in the Agreement to the contrary, MCWA and TLG covenant and agree, as follows:

1.1 Public School Academy Contract Compliance. TLG agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Public School Academy Contract issued by Authorizer. The provisions of the Public School Academy Contract shall supersede any competing or conflicting provisions contained in this Agreement.

1.2 Academy Board Autonomy. Nothing in this Agreement shall be construed to (i) interfere with the Board of Directors of MCWA's (the "Academy Board") duties under the Public School Academy Contract and MCWA's duties and (ii) cause MCWA's duties under the Public School Academy Contract to be limited or rendered impossible by action or inaction of TLG.

1.3 Governmental Immunity. No provision contained in this Agreement shall in any way impact MCWA's course of action in choosing to assert or not assert governmental immunity.

1.4 Academy Records. All financial, educational and student records pertaining to the Academy are MCWA's property ("Academy Records") and that the Academy Records are subject to the provisions of the Michigan Freedom of Information Act. The Academy Records must be stored, in physical form, on-site at the Academy's facility or be directly accessible at the

Academy's facility. In addition, all records pertaining to teach and administrator certification, as well as a copy of the employee handbook shall be maintained physically on site or directly accessible at the Academy facility.

1.5 **Financial and Other Records of MCWA.** All finance and other records of TLG related to MCWA will be made available to MCWA's independent auditor.

1.6 **Selection of Auditor.** The Academy Board shall have sole responsibility and authority to select and retain the independent auditor for MCWA.

1.7 **No Markup of Costs.** TLG hereby certifies that it will not markup the costs of supplies, materials or equipment procured by TLG on MCWA's behalf and that all supplies, materials and equipment procured by TLG on behalf of MCWA will be inventoried by an acceptable method of inventory and further that an inventory of Academy equipment shall be maintained so that it can be clearly established which property belongs to MCWA.

1.8 **Effect of Termination.** In the event of termination of this Agreement for any reason by either party prior to the end of the Agreement's Term, TLG shall provide transition services to the Academy as follows:

1.8.1 Close the books on the final year of operations in a manner and form in keeping with the industry standard, prepare financial records in audit-ready form, and hand said records off to the Academy Board or successor management company. If the school year of termination extends beyond June 30, this Paragraph shall include getting all business and financial records from July 1 through August 31 of that year prepared in a form in keeping with the industry standard which may be turned over to the Academy Board or successor management company.

1.8.2 Complete student records in a manner in keeping with the industry standard and hand them off to the Academy Board or successor management company.

1.8.3 Complete and organize all Academy documents in a manner and form in keeping with the industry standard, including without limitation minutes, third party contracts, correspondence relating to Academy business, notices, and so forth, and hand them off to the Academy Board or successor management company.

1.8.4 Complete all reporting and compliance requirements up to and including the final year of operations.

1.8.5 The parties may agree upon other transition services to be provided by TLG, at a mutually agreed upon fee.

1.9 **Academy Staff.** With respect to all persons providing instructional or administrative services to the Academy on a full time basis (the "Academy Staff") (i) nothing in this Agreement shall be construed as imposing a non-competition, no-hire, or similar provision, which would prohibit or restrict MCWA from hiring a member of the Academy Staff; nor (ii) shall any separate agreement between TLG and a member of the Academy Staff contain such a

provision prohibiting or restricting a member of the Academy Staff from accepting employment from MCWA.

1.10 **Modification or Amendment.** No material amendment or modification to this Agreement by the parties shall be undertaken without notification of the Authorizer and each such amendment or modification shall be accompanied by a legal opinion of MCWA's independent legal counsel that all requirements of applicable law have been met and that there are no improper and/or unlawful interrelations or conflicts created by such amendment or modification.

1.11 **Indemnification of Authorizer.** The parties acknowledge and agree that the Authorizer and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless Authorizer and its members, and their respective officers, employees, agents or representatives 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 Authorizer, which arise out of or are in any manner connected with Authorizer's approval of the Academy's application, Authorizer's consideration of or issuance of the Public School Academy Contract, the Academy Board's or TLG's preparation for and operation of the Academy, or which are incurred as a result of the reliance by Authorizer or its members, or their respective officers, employees, agents or representatives, upon information supplied by the Academy Board or TLG, or which arise out of the failure of the Academy Board or TLG to perform its obligations under the Contract or Applicable Law. The parties expressly acknowledge and agree that Authorizer and its members, and their respective officers, employees, agents or representatives, or any of them, may commence legal action against either party to enforce its rights as set forth in this Agreement.

1.12 **Background Checks.** All Academy Staff shall undergo criminal background and unprofessional conduct checks as required by applicable law and all evidence of such reviews shall be available, in physical form, at the Academy facility or directly accessible at the Academy facility.

1.13 **MCL 380.503c Compliance.** On an annual basis, TLG 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 380.1618, 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 Michigan Department of Education. The defined terms in Section 503c of the Code, MCL 380.503c, shall have the same meaning in this agreement.

2. **Educational Services.** For the Term of this Agreement, TLG will provide to MCWA in conjunction with the Academy the following educational services consistent with the Public School Academy Contract (the "Educational Services"):

2.1 Curriculum. The development and implementation of the curriculum used at MCWA.

2.2 Instruction. Oversight and coordination of the services to be provided by instructional personnel, including the School Leader(s), its teachers and support staff, all in accordance with this Agreement.

2.3 Instructional Tools. The selection of instructional tools, equipment and supplies, including text books, computers, software and multi-media teaching tools.

2.4 Extra-Curricular and Co-Curricular Programs. The development and implementation of appropriate extra-curricular and co-curricular activities and programs.

2.5 Additional Educational Services. Any other services required by the Authorizer or the State of Michigan Department of Education and such other services as are necessary or expedient for the improvement of teaching and learning at MCWA as agreed to from time to time between TLG and MCWA ("Supplemental Programs").

3. Administrative Services. For the Term (as defined in Section 9), subject to the Public School Academy Contract and the approval of the Board of Directors of MCWA (the "Board"), TLG will provide to MCWA for the Academy the following administrative services (the "Administrative Services"):

3.1 Persormel Management. Management and professional development of all persormel providing Educational Services and Administrative Services in accordance with Section 14.

3.2 Facility Operation and Maintenance. Coordination with entities with which TLG contracts on behalf of MCWA for the Academy for the provision of operation and maintenance services for the Academy's facility (the "Facility") to the extent consistent with any and all documents pertaining to the Facility, together with the management and assessment of the services provided under such contracts and/or the supervision of employees involved in providing such services.

3.3 Technology and Professional Development. Coordination with entities with which TLG contracts on behalf of MCWA for the Academy for the provision of technology and professional development services for the Academy, together with the management and assessment of the services provided under such contracts and/or the supervision of employees involved in providing such services.

3.4 Business Administration. Administration of all business aspects of MCWA operation;

3.5 Transportation and Food Services. Coordination with entities with which TLG contracts on behalf of MCWA for the Academy for the provision of transportation and food services for the students enrolled at MCWA, together with the management and assessment of the services provided under such contracts and/or the supervision of employees involved providing such services.

3.6 Public Relations. Coordination and assistance with any and all advertising, media and public relations efforts, including community outreach programs. All public relations will be subject to the mutual approval of both parties, which approval may not be unreasonably withheld.

3.7 Budgeting, Budgeting Process, Financial and Other Reporting.

3.7.1 Beginning with respect to the 2013-14 School Year, the preparation of a proposed annual budget (the "Academy Budget") for each School Year, subject to the reasonable approval of the Board acting in its fiduciary capacity. For purposes of this Agreement, the term "School Year" shall have the meaning as provided in the application for the Public School Academy Contract submitted to and approved by the Authorizer. The projected Academy Budget will include, but not be limited to, the financial details relating to the Educational Services and Administrative Services to be provided pursuant to this Agreement.

3.7.2 TLG shall deliver a draft of the Academy Budget for each School Year to the Board not less than forty-five (45) days prior to the date on which the Academy Budget for any School Year must be submitted to Authorizer and/or any State governmental agency. The Board shall review the Academy Budget within ten (10) business days following the receipt thereof (the "Budget Review Period") which review may include an independent evaluation of the Academy Budget by such accountants, attorneys, and other financial advisors that the Board deems necessary or desirable. The Board shall deliver any comments or objections to the Academy Budget prior to the expiration of the Budget Review Period. Within five (5) business days following the expiration of the Budget Review Period, the President of MCWA and the Chief Financial Officer of TLG shall reconcile any comments or objections made by the Board during the Budget Review Period. TLG and MCWA shall agree to a final Academy Budget for each such year not later than two (2) business days prior to the date on which the Academy Budget must be submitted to the Authorizer and/or any other State governmental agency.

3.7.3 Working in cooperation with the Board, TLG shall prepare, for Board approval, modifications or amendments to the Academy Budget which may be necessitated by changes in projections or circumstances or the occurrence of unexpected events, which impact projected revenue and/or expense items contained in the approved Academy Budget.

3.7.4 As required by the Authorizer or such other time as may be necessary or desirable in TLG's reasonable judgment, TLG shall provide the Board with an enrollment report stating the number of actual students enrolled at the Academy (an "Enrollment Report"). If an Enrollment Report indicates that enrollment is lower than that which was projected in the Academy Budget and such lower enrollment number shall materially adversely impact the Academy Budget for such School Year, TLG shall propose a student recruitment plan to restore the enrollment level to the projected enrollment reported to the Authorizer and or any other governmental agency prior to the commencement of the next following School Year.

3.7.5 The preparation of detailed statements of all revenues received, from whatever source, with respect to the Academy, and detailed statements of all expenses, including an accounting of all expenditures for services rendered to, or on behalf of, the Academy by TLG, whether incurred on-site or off-site.

3.7.6 The preparation of other financial statements as required by and in compliance with the Public School Academy Contract, the Code and other applicable laws and regulations, including such documentation as may be reasonably required by the independent certified public accountants retained by the Board to perform annual audits of MCWA's financial statements. The cost for preparation of the financial statements and audits will be responsibility of MCWA and will be provided for in the Academy Budget.

3.7.7 The preparation of such other reports on a periodic basis, relative to the finances and operation of MCWA, as the same may be requested or required by the Michigan Department of Education or the Authorizer to ensure compliance with the terms of the Public School Academy Contract and applicable law.

3.7.8 Other information on a periodic basis reasonably requested by the Board to enable MCWA to monitor TLG's performance under this and related agreements including the effectiveness and efficiency of its operations at MCWA.

### 3.8 Maintenance of Financial and Student Records.

3.8.1 TLG will maintain accurate financial records pertaining to its operation of MCWA, together with all MCWA financial records prepared by TLG and retain all such records for a period of five (5) years (or longer if required by the Code or other applicable laws and regulations) from the close of the School Year to which such books, accounts and records relate. All financial records retained by TLG pertaining to MCWA will be available to MCWA, the Authorizer or the Michigan Department of Education for inspection and copying within two weeks of a written request to the extent practicable.

3.8.2 TLG will maintain accurate student records pertaining to the students enrolled at the Academy as is required and in the manner provided by the Public School Academy Contract, the Code and applicable laws and regulations and retain such records pennanently on behalf of MCWA or until this Agreement or its successor (if any) is terminated, at which time such records will be transferred to MCWA and become the sole responsibility of the Board. TLG and MCWA will maintain the proper confidentiality of persmmel, students and other records as required by law and the Public School Academy Contract.

3.8.3 MCWA shall be entitled at any time upon reasonable written notice to TLG to audit the books and records of TLG pertaining to its operation of the Academy pursuant to this Agreement (including, without limitation, the financial records relating thereto), provided that any such audit shall be at the sole expense of MCWA.

3.9 Admissions. Implementation of MCWA's admission policy per the Public School Academy Contract.

3.10 Student Hearings. Administration and enforcement of student disciplinary and special education hearings in conformity with the requirements of the Code and other applicable laws and regulations (including, but not limited to, requirements involving due process and confidentiality) to the extent consistent with MCWA's duties and obligations under the Code and other applicable laws and regulations.

3.11 Academic Progress Reports. TLG will provide to MCWA on a periodic basis, as necessary or appropriate for MCWA to satisfy its obligations under the Public School Academy Contract, the Code and other applicable laws and regulations, a report detailing (i) the Academy's students' academic performance, and (ii) TLG's performance of the Educational Services and Administrative Services.

3.12 Rules and Procedures. TLG will recommend rules, regulations and procedures applicable to the Academy and its students and will enforce such rules, regulations and procedures adopted by MCWA that are not in direct conflict with this Agreement, the Public School Academy Contract, the Code and other applicable laws and regulations.

3.13 Additional Administrative Services. Any other services reasonably necessary or expedient for the effective administration of MCWA as agreed to, in writing, from time to time by TLG and the Board.

4. Provision of Educational Services and Administrative Services. The Educational Services will be provided in accordance with the educational goals, curriculum, methods of pupil assessment, admissions policy, student recruitment policy, school calendar, school day schedule and age and grade range of pupils to be enrolled at MCWA (the "Educational Program") as proposed by TLG and adopted by the Board, all in compliance with the Public School Academy Contract and the Code. The Administrative Services will be provided in a manner consistent with the Educational Program, the Code and the Public School Academy Contract.

5. Modification of Educational Services and Administrative Services. Subject to this Agreement, the Public School Academy Contract, Authorizer oversight, the Code and other applicable laws and regulations, TLG may modify (i) the Educational Services, provided that any material modification of the Educational Services will be subject to the prior approval of the Board and (ii) the methods, means and manner by which such Administrative Services are provided at any time, provided that MCWA will have the right to approve all material changes.

6. Budgeting for Educational Services and Administrative Services. TLG will be responsible and accountable to the Board for the provision of all Educational Services and Administrative Services, provided, that such obligations, duties and responsibilities are expressly limited by the Academy Budget established pursuant to Section 3.7, and TLG will not be required to expend funds on such services in excess of the amounts set forth in such Academy Budget.

7. Place of Performance; Provision of Offices. MCWA will provide TLG with necessary and reasonable classroom and office space at the Facility to perform all Educational and Administrative services described in this Agreement. TLG will provide instructional, extra-curricular and co-curricular services at the Facility. TLG may provide other services elsewhere,

unless prohibited by the Public School Academy Contract, the Code and other applicable laws and regulations.

8. Authority. By this Agreement, MCWA provides TLG such authority and power as is reasonably necessary or proper for TLG to undertake its responsibilities, duties and obligations provided for in this Agreement, except in cases wherein such authority may not be delegated by the Code and other applicable laws and regulations.

9. Term; Agreement Coterminous with Public School Academy Contract. If the Public School Academy Contract issued by the Authorizer is suspended, revoked or terminated, or a new charter contract is not issued to the Academy after expiration of the Contract, this Agreement shall automatically be suspended or terminated, as the case may be, on the same date as the Public School Academy Contract is suspended, revoked, terminated or expires without further action of the parties (the "Term").

10. Further Assurance. MCWA and TLG shall do and cause to be done all such acts, matters and things and shall execute and deliver all such documents and instruments as shall be required to enable the parties to perform their respective obligations under, and to give effect to the transactions contemplated by, this Agreement. Notwithstanding the foregoing, TLG shall have no obligation to agree to any changes which (a) materially increase TLG's obligations or materially reduce its rights under this Agreement, (b) materially alter any terms of the Agreement, including without limitation the economic terms, (c) would jeopardize TLG's receipt of the Management Fee, (d) would prevent TLG from meeting MCWA and TLG's educational goals.

#### 11. Relationship of the Parties.

11.1 Status of the Parties. The relationship between MCWA and TLG is based on the terms of this Agreement, and the terms of any other agreements between the parties. Further, each party is acting as an independent contractor and not as a partner, joint venturer, agent or employee of the other. Each party will be solely responsible for its own actions and those of its agents, employees and subcontractors, and neither party will be liable for any debts or expenses incurred by the other or the other's employees, agents and subcontractors.

11.2 No Related Parties or Common Control. TLG will not have any role or relationship with MCWA that, in effect, substantially limits MCWA's ability to exercise its rights, including termination rights, under this Agreement. MCWA and TLG will not be members of the same control group, as defined in Section 1.150-1(e) of the Treasury Regulations under the 1986 Code, or related persons, as defined in Section 144(a)(3) of the 1986 Code.

#### 12. Consideration for Services.

12.1 Management Fee. For the Term of this Agreement MCWA will pay TLG an annual fee equal to twelve percent (12%) of the Total State Aid due the MWCA, as defined in the Michigan State School Aid Act of 1979, as amended (MCLA Section 388.1606(20) ("Management Fee")).

12.2 Reasonable Compensation. The Management Fee under this Agreement is reasonable compensation for services rendered. TLG's compensation for services under this Agreement will not be based, in whole or in part, on a share of net surplus or profits from the operation of the Academy.

12.3 Payment of Costs. The parties acknowledge MCWA is obligated to pay all costs and expenses associated with the operation of the Academy including but not limited to all personnel and benefits costs referenced in Section 14 ("Operational Expenses").

12.4 Payments to TLG. TLG will receive the monthly installment of its Management Fee in advance on or about the fifteenth (15th) day of each month (but in no event later than the date that MCWA receives payments from the State of Michigan).

13. Other Revenue Sources. MCWA and TLG may, together or independently, solicit and receive grants and donations from public and private sources consistent with the mission, and the Public School Academy Contract, of MCWA, in the name of either TLG, MCWA or the Academy; provided, however, that (i) any solicitation of such grants by TLG in the name of MCWA and/or MCWA that are in excess of One Hundred Thousand Dollars (\$100,000) shall be subject to the prior approval of the Board, (ii) all such funds received by TLG or MCWA for the benefit of MCWA from such other revenue sources shall be deemed to be MCWA funds, (iii) TLG shall not be required to administer any grants that are not specifically approved, in writing, by TLG, in advance, (iv) only to the extent specifically provided in a grant, TLG shall be entitled to receive, in addition to all any other amounts which are payable to TLG under this Agreement, a grant administration fee, and (v) both MCWA and TLG shall be required to mutually approve, in writing, any grants proposed by a third party grant writer. Nothing in this Section 13 will be construed to prohibit TLG from soliciting funds or grants solely for its own general corporate purposes and using such funds or grants solely for such purposes, except that TLG shall not use MCWA's and/or MCWA's name in such solicitation without the consent of MCWA.

#### 14. Personnel and Training.

14.1 Personnel Responsibility. Subject to the limitations of this Agreement, the Public School Academy Contract, the Code and other applicable laws and regulations, TLG will have the sole responsibility and authority to determine staffing levels, and to select, evaluate, assign, discipline, supervise, manage, transfer and terminate personnel necessary to carry out the Educational Services, the Administrative Services, the Supplemental Programs (if any) and all other services provided under this Agreement, all within the financial constraints of the Academy Budget approved by the Board.

14.2 Emolovment Status. Except as specified in this Agreement or as required by the Code or the Public School Academy Contract, the School Leader, teachers and support staff selected by TLG for the Academy pursuant to this Agreement ("Academy Employees") will be employees of TLG or an affiliate of TLG which handles all TLG employment and human resources administration. TLG will be responsible for conducting or causing to be conducted by its affiliate all reference, employment checks, criminal background checks and unprofessional conduct checks on all employees and other persomlel working or providing services at MCWA to the extent required under the Code and other applicable laws and regulations. Upon request,

TLG will provide or cause to be provided to MCWA documentary evidence of such background checks.

14.3 Employee Benefits. MCWA hereby acknowledges and agrees with the package of employee benefits that will be provided to Academy Employees by its affiliate ("Benefits Package") pursuant to this Agreement and that any material modifications or changes to the Benefits Package shall be implemented only upon the agreement of its affiliate and TLG, with the approval of MCWA through the budgeting processes provided in this Agreement.

14.4 School Leader. MCWA and TLG acknowledge and agree that the accountability of TLG to MCWA and the Academy is an essential foundation of this Agreement, and because the responsibility of the administrator of MCWA (the "School Leader") is critical to the success of MCWA, TLG will have the authority, consistent with the Code and other applicable laws and regulations, to select and supervise the School Leader and hold the School Leader accountable for the success of MCWA. The employment contract with the School Leader, and the duties and compensation of the School Leader shall be determined by TLG. The School Leader and TLG, in turn, will have similar authority to select and hold accountable the teachers in MCWA.

14.5 Teachers. TLG will provide MCWA with such teachers as are required to provide the Educational Services and Administrative Services. TLG and the School Leader will determine the number and assignments of such teachers. Such teachers may work at MCWA on a full or part time basis. Each teacher assigned to MCWA will be qualified in his or her grade levels and subjects, hold a valid teaching certificate issued by the Michigan Department of Education under the Code, to the extent required under the Code and other applicable laws and regulations. Upon written request, TLG will provide MCWA with documentary evidence of TLG's compliance with this Section 14.5.

14.6 Support Staff. TLG will provide MCWA with such support staff as is required to provide the Educational Services, Administrative Services and any associated Supplementary Programs. Such support staff may include, among others, teachers' aides, clerical staff and administrative assistants to the School Leader, bookkeepers and maintenance personnel. Such support staff may work at MCWA on a full or part time basis.

14.7 Training. TLG will provide training (i) in the instructional methods and curriculum, which comprise the Educational Program, and (ii) with regard to support technology to the teachers and other instructional personnel on a regular and continuous basis, as stated in the Public School Academy Contract and consistent with TLG's past practices. Non-instructional personnel will receive such training as TLG determines to be reasonable and necessary under the circumstances.

## 15. Termination of Agreement.

15.1 By TLG. TLG may terminate this Agreement prior to the end of the Term specified in Section 9 in the event that MCWA fails to remedy a material breach of this Agreement within 30 days after written notice from TLG. A material breach includes, but is not limited to (i) MCWA's failure to pay any fee or reimbursement as required by the terms of this Agreement, or (ii) an act or omission that causes TLG to be unable to perform its material

obligations under this Agreement. Termination by TLG will not relieve MCWA of any obligations for payments outstanding to TLG as of the date of termination or liability for financial damages suffered by TLG as a consequence of MCWA's breach (or of TLG's termination as a result thereof) of this Agreement.

15.2 By MCWA. MCWA may terminate this Agreement prior to the end of the Term specified in Section 9 in the event that TLG fails to remedy a material breach of this Agreement within 30 days after written notice from MCWA. A material breach by TLG includes, but is not limited to: (i) a material failure to reasonably account for its expenditures related to MCWA funds or for other expenses incurred with respect to MCWA at TLG's direction, (ii) TLG's failure to substantially follow the material policies, procedures, rules, regulations or curriculum required by the Public School Academy Contract, this Agreement, the Code and applicable laws and regulations, (iii) failure to abide by and meet the educational goals set forth in the Public School Academy Contract such that the Public School Academy Contract will be terminated, (iv) the employment of teachers in violation of the Code or this Agreement, (v) any act or omission by TLG that causes MCWA to materially breach the Public School Academy Contract or any of MCWA's other material contractual obligations in anyway, or (vi) filing of bankruptcy by TLG. Termination by MCWA will not relieve MCWA of any obligations for payments outstanding to TLG as of the date of the termination, nor will it relieve TLG for liability for financial damages suffered by MCWA as a consequence of TLG's breach (or of MCWA's termination as a result thereof) of this Agreement.

15.3 Change in Law. If any federal, State or local law or regulation, court or administrative decision or Attorney General's opinion (a "Change in Law"), other than a Change in Law dealing generally with the funding of charter schools, has a materially adverse effect on the ability of either party to carry out its obligations under this Agreement, such party, upon written notice, may request renegotiation of this Agreement. Such renegotiation will be undertaken in good faith and may include the use of a third party arbitrator for alternative dispute resolution pursuant to Section 20. If the parties are unable to renegotiate the terms within 90 days after such notice and good faith negotiations, the party requesting the renegotiation may terminate this Agreement on 120 days' further written notice or at the end of a School Year, whichever is earlier.

15.4 Real and Personal Property. Upon termination or expiration of this Agreement by either party for any reason, any real or personal property leased by TLG, or any affiliate thereof, to MCWA or the Academy will remain the real and personal property of TLG, and all personal property purchased by TLG with the funds provided to TLG by MCWA will be the personal property of MCWA.

15.5 Out-of-Pocket Expenses. Upon termination or expiration of this Agreement for any reason, MCWA shall reimburse TLG for all expenses owed pursuant to Section 12.3.

## 16. Proprietary Information and Ownership.

16.1 Rights of the MCWA. The parties agree that MCWA shall own all proprietary rights to curriculum or educational materials that (i) are both directly developed and paid for by

MCWA; or (ii) were developed by TLG at the direction of MCWA's Board with MCWA funds dedicated for the specific purpose of developing such curriculum of materials.

16.2 Rights of TLG. The parties agree that TLG shall own proprietary rights to curriculum or educational materials that (i) were previously developed or copyrighted by TLG; or (ii) developed by TLG using funds from MCWA that are not dedicated for the specific purpose of developing MCWA curriculum or educational materials. TLG recognizes and agrees that TLG's educational materials and teaching techniques used by MCWA are subject to disclosure under the Revised School Code and the Freedom of Information Act.

16.3 General. Each Party shall treat all such proprietary information as though it were a trade secret and copyrighted, and shall use efforts as may be reasonably requested to assure that no personnel or agent disclose, publish, copy, transmit, modify, alter or utilize such proprietary information during the term of this Agreement or at any time after its expiration other than to the extent necessary for the implementation of this Agreement. Upon expiration of this Agreement, MCWA, however, may continue to use proprietary information developed on behalf of MCWA in the implementation of its ongoing educational program.

16.4 Required Disclosure. MCWA shall be permitted to report any new teaching techniques or methods of significant revisions to known teaching techniques or methods may thereafter be made available to the public, as provided by law, notwithstanding anything contained in this paragraph 16 to the contrary.

## 17. Indemnification.

17.1 Indemnification of TLG. MCWA will indemnify, defend and save and hold TLG and its affiliates and all of their respective employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits or other forms of liability (including reasonable attorneys fees and costs) that may arise out of, or by reason of, any noncompliance by MCWA with any agreements, covenants, warranties or undertakings of MCWA contained in or made pursuant to this Agreement, and any misrepresentations or breach of the representations and warranties of MCWA contained in or made pursuant to this Agreement. In addition, MCWA will reimburse TLG for any and all legal expenses and costs associated with the defense of any such claim, demand or suit. The indemnification requirements of this Section 17.1 may be met by the purchase of insurance pursuant to Section 18.

17.2 Indemnification of MCWA. TLG will indemnify, defend and save and hold MCWA and all of its employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits or other forms of liability (including reasonable attorneys fees and costs) that may arise out of, or by reason of, any noncompliance by TLG with any agreements, covenants, warranties or undertakings of TLG contained in or made pursuant to this Agreement, and any misrepresentation or breach of the representations and warranties of TLG contained in or made pursuant to this Agreement. In addition, TLG will reimburse MCWA for any and all legal expenses and costs associated with the defense of any such claim, demand or suit. The indemnification requirements of this Section 17.2 may be met by the purchase of insurance pursuant to Section 18.

18. Insurance.

18.1 Insurance Coverage. MCWA shall maintain general liability insurance and umbrella insurance coverage in the amounts required (i) by the Public School Academy Contract, (ii) to fully comply with the terms and conditions of any agreement to which MCWA is a party or (iii) by sound business practices ("Insurance Standards"). Such policies shall name TLG and its affiliates and their respective directors, officers, employees, subcontractors, and agents as additional insureds under such policies. MCWA will comply with any information requests from its insurer(s) and all reporting requirements applicable to such insurance.

18.2 Property and Casualty Insurance. MCWA and TLG shall each maintain property and casualty insurance covering all real and personal property owned by that party and which are used or useful in the operations of the Academy. The amount of such coverage shall be sufficient to fully comply with the Insurance Standards.

18.3 Workers' Compensation Insurance. MCWA and TLG shall each maintain workers' compensation insurance as required by law, covering their respective employees, including the maintenance of such insurance with respect to the School Leader, teachers and support staff of the Academy, the cost of which shall be provided for in the Academy's budget.

18.4 Coordination and Cooperation. To the extent requested by MCWA, TLG shall undertake to coordinate the acquisition and maintenance of the insurance requirements of MCWA under this Agreement and the parties will cooperate with each other to assure the complete, efficient and economical provision of the required insurance coverage. In addition, each party will, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this Section 18. Each party will comply with any information or reporting requirements required by the other party's insurer(s), to the extent reasonably practicable.

18.5 Additional Insurance Conditions. All insurance required by this Agreement or the Public School Academy Contract must be obtained from a licensed mutual, stock, or other responsible company licensed to do business in the State of Michigan. MCWA may join with other public school academies to obtain insurance if the Academy Board finds that such an association provides economic advantages to MCWA. MCWA shall list the Authorizer on the insurance policies as an additional insured as required by the Public School Academy Contract.

19. Warranties and Representations.

19.1 Representations and Warranties of TLG. TLG hereby represents and warrants to MCWA:

19.1.1 TLG is a duly organized limited liability company in good standing and is authorized to conduct business in the State of Michigan.

19.1.2 To the best of its knowledge, TLG has the authority under the Code and other applicable laws and regulations to execute, deliver, perform this Agreement, and to incur the obligations provided for under this Agreement.

19.1.3 TLG's actions under this Agreement have been and will be duly and validly authorized, and it will adopt any and all further resolutions or expenditure approvals required for execution of this Agreement.

19.2 Representations and Warranties of MCWA. MCWA hereby represents and warrants to TLG:

19.2.1 MCWA is a duly organized non-profit corporation in good standing and is authorized to conduct business in the State of Michigan.

19.2.2 The Public School Academy Contract (i) authorizes MCWA to operate the Academy and receive revenues under the Code from the State of Michigan and from federal, State and other resources; (ii) approves the Education Program and other activities contemplated by this Agreement; and (iii) vests MCWA with all powers necessary and desirable for carrying out the Education Program and other activities contemplated in this Agreement.

19.2.3 MCWA has the authority under the Code and other applicable laws and regulations to contract with a private entity to perform the Educational Services, Administrative Services, Supplemental Programs and all other services under this Agreement and execute, deliver and perform this Agreement, and to incur the obligations provided for under this Agreement.

19.2.4 MCWA's actions and those of the Board have been duly and validly authorized.

19.2.5 To the best of its knowledge, MCWA is not in breach of the terms of the Public School Academy Contract and will use its best efforts to insure that it will not breach the Public School Academy Contract in the future.

19.2.6 To the best of its knowledge, MCWA is not in breach or default under any loan or financial obligations, including, but not limited to, salary obligations and related benefits, payroll taxes, and leases for real and personal property, to the extent that any such obligation is related to MCWA's required performance under this Agreement.

19.2.7 The Educational Program has been reviewed and approved by resolution by the Board.

19.2.8 MCWA and the Board will use its best efforts to insure that the Educational Program complies with and will continue to comply with the Public School Academy Contract, the Code and other applicable laws and regulations.

19.3 Mutual Warranties. Each party to the Agreement warrants to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

20. Alternative Dispute Resolution Procedures.

20.1 Dispute Resolution. All claims, disputes, and other matters in controversy ("Disputes") between the parties hereto arising directly or indirectly out of or related to this Agreement, or the breach thereof, whether contractual or non-contractual, and whether during the Term or after the termination of this Agreement shall be resolved exclusively according to the procedures set forth in this Section 20.

20.2 Mediation. No party shall commence an arbitration proceeding pursuant to the provisions of Section 20.3 unless such party shall first give a written notice (a "Dispute Notice") to the other party hereto setting forth the nature of the Dispute. The parties shall attempt in good faith to resolve the Dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA") in effect on the date of the Dispute Notice. If the parties cannot agree on the selection of a mediator within 20 days after delivery of the Dispute Notice, the mediator will be selected by the AAA. If the Dispute has not been resolved by mediation within 60 days after deliver of the Dispute Notice then the Dispute shall be determined by arbitration in accordance with the provisions of Section 20.3.

20.3 Arbitration. Any Dispute that is not settled through mediation as provided in Section 20.2, shall be resolved by final and binding arbitration in Berrien County, Michigan, governed by the Federal Arbitration Act, 9 U.S.C. §1 et seq. and administered by the AAA under its Commercial Arbitration Rules in effect on the date of the Dispute Notice, except that persons eligible to be selected as arbitrators shall be limited to lawyers with excellent academic and professional credentials (i) who are or have been a partner in a highly respected law firm or a law professor for at least 10 years specializing in either general commercial litigation or general corporate and commercial matters with experience in the field of joint ventures and limited liability company agreements and (ii) who have both training and experience as arbitrators. All such Disputes shall be conducted by a single arbitrator, unless the Dispute involves more than \$250,000 in the aggregate in which case the arbitration shall be conducted by a panel of three arbitrators. Each party shall be entitle to strike on a peremptory basis, for any reason or no reason, any or all of the names of potential arbitrators for the list submitted to the parties by the AAA as being qualified in accordance with the criteria set forth herein. In the event the parties cannot agree on a mutually acceptable single arbitrator from the one or more lists by the AAA, the AAA shall designate three persons who, in its opinion, meet the criteria set forth herein, which designees may not include persons named on any list previously submitted by the AAA. Each party shall be entitled to strike one of such three designees on a peremptory basis, and shall indicate its order of preference with respect to the remaining designees, and the selection of the arbitrator(s) shall be made from such designee(s) which have not been so stricken by any party in accordance with their indicated order of mutual preference. The arbitrator(s) shall base their award on applicable law and judicial precedent and, unless the parties agree otherwise, shall include in such award the findings of fact and conclusions of law upon which the award is based. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

20.4 Costs and Attorneys' Fees. If a party hereto fails to proceed with mediation or arbitration as provided herein or unsuccessfully seeks to stay such mediation or arbitration, or fails to comply with any arbitration award, or is unsuccessful in vacating or modifying the award

pursuant to a petition or application for judicial review, the other party shall be entitled to be awarded costs, including reasonable attorneys' fees, paid or incurred by such other party in successfully compelling such arbitration or defending against the attempt to stay, vacate or modify such arbitration award and/or successfully defending or enforcing the award.

20.5 Tolling of Statute of Limitations. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in this Section 20 are pending. The parties will take such action, if any, required to effectuate such tolling.

## 21. Miscellaneous.

21.1 Sole Agreement. This Agreement supersedes and replaces any and all prior agreements and understandings between MCWA and TLG regarding the Academy.

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

21.3 Governing Law. The laws of the State of Michigan will govern this Agreement, its construction and the determination of any rights, duties and remedies of the parties arising out of or relating to this Agreement.

21.4 Agreement in Entirety. This Agreement constitutes the entire agreement of the parties regarding the Academy.

21.5 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which will constitute one and the same instrument.

21.6 Official Notices. All notices and other communications required by the terms of this Agreement will be in writing and sent to the parties hereto at the addresses set forth below (and such addresses may be changed upon proper notice to such addressees). Notice may be given by: (i) certified or registered mail, postage prepaid, return receipt requested, (ii) facsimile (with confirmation of transmission by sender's facsimile machine) or (iii) personal delivery. Notice will be deemed to have been given two days after mailing or on the date of personal delivery or on the date of transmission of a facsimile if on a business day during normal business hours (or, if not, the first business day thereafter). The addresses of the parties are:

### ToMCWA:

Mildred C. Wells Academy  
Attention President of the Board  
281 South Fair Avenue  
Benton Harbor, Michigan 49022  
Tel: 269-926-2885  
Fax: 269-926-2923

### ToTLG

The Leona Group, L.L.C.  
2125 University Park Drive  
Okemos, Michigan 48864  
Attention: William Coats, CEO  
Tel: 517-333-9030  
Fax: 517-333-4559

21.7 Assignment. This Agreement will not be assigned by TLG without the prior consent in writing of MCWA or by MCWA without the prior consent in writing of TLG, provided that TLG may assign this Agreement to an affiliated entity or an entity that is a successor to all or a substantial portion of TLG's business and may delegate the performance of, but not responsibility for, any duties and obligations of TLG hereunder to any independent contractors, experts or professional advisors, subject to MCWA approval, which approval can not be unreasonably withheld.

21.8 Amendment. This Agreement will not be altered, amended, modified or supplemented except in a written document approved by the Board and signed by authorized officers of both MCWA and of TLG.

21.9 Waiver. No waiver of any provision of this Agreement will be deemed to be, nor will constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver unless otherwise expressly stated.

21.10 Severability. The invalidity of any of the covenants, phrases or clauses in this Agreement will not affect the remaining portions of this Agreement, and this Agreement will be construed as if such invalid covenant, phrase or clause had not been co-maintained in this Agreement. To the extent that any of the services to be provided by TLG are found to be an invalid delegation of authority by MCWA, such services will be construed to be limited to the extent necessary to make the services valid and binding.

21.11 Successors and Assigns. Except as limited by Section 21.7, this Agreement will be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.

21.12 No Third Party Rights. This Agreement is made for the sole benefit of MCWA and TLG, and their affiliates, successors and assigns. Except as otherwise expressly provided, nothing in this Agreement will create or be deemed to create a relationship between the parties to this Agreement, or either or them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

21.13 Survival of Termination. All representations, warranties and indemnities made in this Agreement will survive termination of this Agreement.

21.14 Binding Effect; Counterparts. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.

[Remainder of Page Left Intentionally Blank]

TN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

Mildred C. Wells Academy

By: Paul Payne  
Tts Pro.s, Je Ilf fx> uo-F Directors

The Leona Group, L.L.C.

By: [Signature]  
Its General Counsel

## AMENDMENT TO MANAGEMENT AGREEMENT

This Amendment of the Management Agreement is made and entered into as of the 1<sup>st</sup> day of July, 2021, by and between Mildred C. Wells Preparatory Academy d/b/a Mildred C. Wells Academy, a Michigan non-profit corporation and a public school academy ("MCWA") and The Leona Group, L.L.C. a Michigan limited liability company ("TLG")(collectively the "Parties").

### RECITALS

WHEREAS, MCWA has been granted a Public School Academy Contract (the "Charter Contract") by Bay Mills Community College Board of Regents (the "BMCC", "College Board", or "Authorizer") to operate a public school academy pursuant to the Contract in accordance with the Michigan Revised School Code (the "Code") under the name of "Mildred C. Wells Academy."

WHEREAS, MCWA has received the Charter Contract to operate the Public School Academy through Bay Mills Community College Board of Regents and the College Board has Educational Service Provider ("ESP") Policies that must be followed.

WHEREAS, the Parties entered into a Management Agreement on July 1, 2017 (the "Management Agreement"), in order to create an enduring educational partnership, whereby MCWA and TLG will work together to develop an environment of educational excellence and innovation at MCWA, based upon TLG's experience and capacity to implement and manage a comprehensive educational program.

WHEREAS, the Parties wish to add certain provisions to the Management Agreement via this Amendment that comply with the College Board's ESP Policies.

NOW THEREFORE, the parties hereby agree to extend the Management Agreement for a term of five (5) years, beginning on July 1, 2021 and ending on June 30, 2026, unless sooner terminated as provided in the Management Agreement.

NOW THEREFORE, the Parties hereby agree to add to the Management Agreement the following provisions required by the College Board to be included as a part of every ESP Management Agreement entered into by an Academy, such as MCWA, which it charters.

1. Amendment Caused By MCWA Site Closure or Reconstitution. In the event that MCWA is required (i) to close their 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 BMCC Charter Contract Terms and Conditions, and such closure of MCWA's site or reconstitution causes an amendment to or termination of this Management Agreement, the parties agree that this Management Agreement shall be amended or terminated to implement the MCWA site closure or reconstitution, with no cost or penalty to MCWA, and TLG shall have no recourse against MCWA or the College Board for implementing such site closure or reconstitution.
2. Compliance with Section 12.17 of the BMCC Charter Contract Terms and Conditions. TLG shall make information concerning the operation and management of MCWA, including without limitation the information described in Schedule 4 of the Charter Contract, available to MCWA as deemed necessary by MCWA's Board in order to

enable MCWA to fully satisfy its obligations under Section 12.17(a) of the Charter Contract Terms and Conditions.

No provision of the Management Agreement shall alter the MCWA Board treasurer's legal obligation to direct that the deposit of all funds received by MCWA be placed in MCWA's depository account as required by applicable law. The signatories on the depository account shall only be MCWA Board members properly designated annually by a MCWA Board resolution. Interest income earned on MCWA depository accounts shall accrue to MCWA.

4. Marketing and development costs paid by or charged to MCWA shall be limited to those costs specific to MCWA programs and shall not include any costs for the marketing and development of TLG.
5. MCWA designates the employees of TLG as agents of MCWA having legitimate educational interest such that they are entitled to access educational records under 20 U.S.C. Section 1232g, the Family Educational Rights and Privacy Act ("FERPA").
6. Section 1.11 of the Management Agreement shall be replaced with the following language:

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, TLG 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, TLG's preparation for and operation of the Academy, or which are incurred as a result of the reliance by Bay Mills Community College upon information supplied by TLG, or which arise out of the failure of TLG 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 TLG to enforce its rights as set forth in this Agreement.

7. TLG shall make information concerning the operation and management of MCWA, including but not limited to, information in the Charter Contract, including all exhibits, schedules, and the like, available to the MCWA as deemed necessary by the MCWA Board in order to enable MCWA to fully satisfy its obligations under the Charter Contract. Except as permitted under the Charter Contract and applicable law, no provision of the

Management Agreement shall restrict the College Board's, the Bay Mills Community College Charter Schools Office's, or the public's access to MCWA's records.

8. If TLG purchases equipment, materials and supplies on behalf of or as the agent of MCWA, such equipment, materials and supplies shall be and remain the property of MCWA. TLG will comply with section 1274 of the Revised School Code as if MCWA were making these purchases directly from a third party supplier.
9. For Section 20.3 (Arbitration), 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 or the Bay Mills Community College Charter Schools Office's request, the cause opinion shall be made available.

10. Section 1.2 of the Management Agreement shall be replaced with the following language:

No provision of the Management Agreement shall interfere with MCWA Board's exercise of its statutory, contractual and fiduciary responsibilities governing the operation of MCWA. No provision of the Management Agreement shall prohibit the Academy Board from acting as an independent, self-governing public body, or allow public decisions to be made other than in compliance with the Michigan Open Meetings Act.

11. Section 1.3 of the Management Agreement shall be replaced with the following language:

No provision of the Management Agreement shall restrict the MCWA Board's ability to waive or not waive its governmental immunity.

12. Section 1.9 of the Management Agreement shall be replaced with the following language:

TLG agrees that it shall not impose any contractual requirement or contractual obligation on any of its employees assigned to MCWA to enter into a non-compete, no-hire, or similar provision or agreement or to restrict MCWA from hiring instructional staff that perform work at MCWA.

13. The following language shall be added to the beginning of Section 2.3, "Subject to the MCWA Board approval and as required by the Code,".

14. The last sentence of Section 3.8.1 shall be removed and replaced with the following language: "All financial and other records retained by TLG pertaining to MCWA will be available to MCWA, the Authorizer, the MCWA's independent auditor, or the Michigan Department of Education upon request."

The following language shall be added to Section 3.10: "The MCWA Board shall retain the right to provide due process as required by law and to determine whether any student will be expelled."

15. Except as expressly set forth in the Management Agreement, no employee of TLG shall be deemed to be an agent or employee of MCWA.

*11.* The following language shall be added to Section 9: "The maximum term of this Agreement shall not exceed the term of MCWA's Contract."

**The** following language shall be added to Section 12.3: "TLG shall not be reimbursed for any corporate expenses or expenses not related to providing the Educational Program to MCWA."

**The** following language shall be added to Section 14.1: "TLG shall adopt, implement, and maintain a performance evaluation system for all required personnel as required by applicable law."

20. Section 18.1 shall be replaced with the following language: "MCWA and TLG shall each maintain general liability insurance and umbrella insurance coverage in the amounts required (i) by the Charter Contract, (ii) to fully comply with the terms and conditions of any agreement to which MCWA or TLG is a party or (iii) by sound business practices ("Insurance Standards"). Such policies shall name the other party and its affiliates and their respective directors, officers, employees, subcontractors, and agents as additional insureds under such policies. The parties agree to comply with any information requests from its insurer(s) and all reporting requirements applicable to such insurance."

Section 21.7 shall be replaced with the following language: "This Agreement may not be assigned or assignable to any third party."

22. Section 21.8 shall have the following language added to the section: "This Agreement or any amendment to this Agreement shall not become effective until and unless the Authorizer's Director of CSO notifies MCWA in writing that it has reviewed and does not disapprove the Agreement or amendment to the Agreement."

23. The MCWA Board shall be responsible for determining the budget reserve amount included as part of MCWA's annual budget. In addition, the MCWA Board is responsible for implementing fiscal policies that will assist MCWA in attaining the stated budget reserve amount.

24. TLG shall present to the MCWA Board, on a frequency established by the MCWA Board, a detail of budget to actual revenues and expenditures with an explanation of variances. Also, TLG shall present to the MCWA Board, on a frequency determined by the MCWA Board, a detailed schedule of expenditures at object level detail for review and approval by the MCWA Board. The foregoing presentations shall be in a form and format acceptable to the MCWA Board and are to be provided to all MCWA Board members not less than three (3) working days prior to the MCWA Board meeting at which the information will be considered.

The parties acknowledge that the terms contained in the July 1, 2017 Management Agreement remain in full force and effect except as amended by this Amendment. In the event of a conflict in terms, this Amendment will prevail.

IN WITNESS WHEREOF, this Amendment of the Management Agreement has been executed as of the day and year first above written.

THE LQ7  
By: C £7  
Its

MILDRED C. WELLS ACADEMY  
By: Patricia A. Hargis  
Its President-Board of Directors

**CONTRACT SCHEDULE 6**  
**PHYSICAL PLANT DESCRIPTION**

**SCHEDULE 6**  
**Physical Plant**

Physical Plant Description.....	6-1
Site Plan.....	6-3
Floor Plan .....	6-4
Lease Agreement .....	6-5
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Second Amendment to Lease Agreement .....	6-22
Certificate of Use and Occupancy .....	6-24

## **SCHEDULE 6**

### **PHYSICAL PLANT DESCRIPTION**

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

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

Address: 248 Ninth Street

Benton Harbor, MI 49022

Description: A 17,444 square foot single story building consisting of eleven classrooms (average 750sqft), multiple purpose/cafeteria, kitchen, three room administration wing, two counselor rooms, and staff break-room. The property consists of a fully secured outdoor area with playground and parking lot.

Term of Use: Term of Contract.

Configuration of Grade Levels: Kindergarten through eighth grade.

Name of School District and Intermediate School District:

Local: Benton Harbor Area Schools

ISD: Berrien Intermediate School District

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

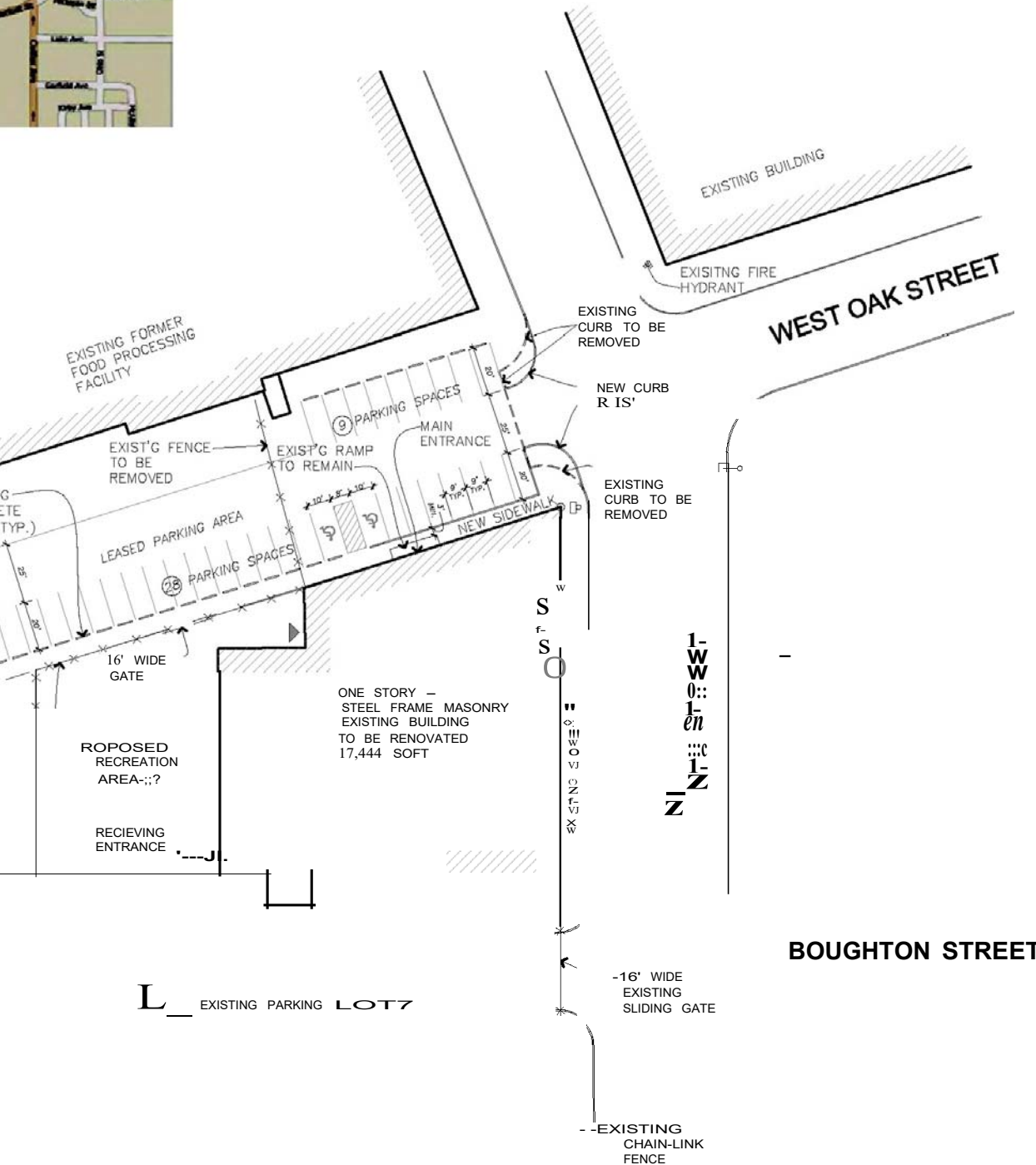
- A. Size of building
- B. Floor Plan
- C. Description of Rooms
- D. Copy of lease or purchase agreement

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

5. If the Proposed Site described above is not used as the physical facilities for the Academy, then Schedule 6 of this Contract between the Academy and the College Board must be amended pursuant to Article IX of the Terms and Conditions of Contract, to designate, describe, and agree upon the Academy's physical facilities. The Academy must submit to the College Board or its designee complete information about the new site to be actually used. This information includes that described in paragraphs 2, 3 and 4 of this Schedule 6. It is acknowledged and agreed that the public school academy cannot conduct classes as a public school in this state until it has submitted all the information described above, to the satisfaction of the College, and the amendment regarding the new site has been executed.

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

7. By June 1, 2005, the Academy shall submit an Application for Plan Review/Inspection (BCCFS-979) to the Bureau of Construction Codes and Fire Safety within the Michigan Department of Labor and Economic Growth for the proposed site identified in Schedule 6.



PROJECT

**DREAM ACADEMY**

248 NINTH STREET  
BENTON HARBOR, MI 49022

OWNER

**WOLF DEVELOPMENT, INC**

VINCENT PLACE  
185 E. MAIN ST.  
P.O. BOX964  
BENTON HARBOR, MI 49022

FMK ARCHITECTS, LLC

28 WEST ADAMS AVE. SUITE 1400  
DETROIT, MI, 48226  
TEL: 313-234-8700  
FAX: 313-234-8704

DRAWING TITLE

**SITE PLAN**



248 NINTH STREET  
BENTON HARBOR, MI 49022

OW ER

WOLF DEVELOPMENT, INC

VINCENT PLACE  
185 E. MAIN ST.  
P.O. BOX964  
BENTON HARBOR,MI 49022

FMK ARCHITECTS, LLC

28 WEST ADAMS AVF..SUITE 1400  
DETROIT, MI, 48226  
TEL:313-234-8700  
FAX. 313-234-8704

DRAWING T T E

FIRST FLOOR  
PLAN

## LEASE AGREEMENT

THIS LEASE ("Lease") has been made and entered into as of this **day** of August, 2018) by and between Beverly Ninth Street Property Holdings LLC., a Michigan Limited Liability Company ("Landlord"), whose address is 2125 University Park Dr, Okemos, MI 48864 and Mildred C. Wells Academy, a Michigan nonprofit corporation ("Tenant"), whose address is 248 Ninth St, Benton Harbor, Michigan 49022.

### WITNESSETH:

WHEREAS, Landlord is the owner of a parcel of property located in the City of Benton Harbor, commonly known as 248 Ninth Street, Benton Harbor, Michigan 49022, as more particularly described in Exhibit A attached hereto (the "Land"); and

WHEREAS, there are existing buildings and other improvements, structures, parking facilities, and fixtures constructed, installed, or located on the Land, including the Landlord Improvements, as defined herein (collectively, the "Improvements"; the Land and the Improvements are sometimes hereinafter collectively referred to as the "Leased Premises").

NOW, THEREFORE, in consideration of the mutual undertakings herein contained, and intending to be legally bound, Landlord and Tenant agree as follows:

1. Demise of Leased Premises; Tenn. Landlord leases the Leased Premises to Tenant, and Tenant hires the Leased Premises from Landlord, on the terms and subject to the conditions contained herein, for a term of Three (3) Years Five (5) months, beginning on August 10, 2018 (the "Commencement Date") and ending on June 30, 2021 (the "Termination Date"), unless sooner terminated as provided herein (the "Term").

2. Use of Leased Premises.

2.1 Tenant shall use and occupy the Leased Premises for the operation of a public school academy ("Public School Academy") and any reasonable related uses (the "Intended Use") and for no other purpose, except with Landlord's prior written consent (which consent shall not be unreasonably withheld).

2.2 Tenant shall not use the Leased Premises, or permit the Leased Premises to be used, in a manner that constitutes a violation of any applicable law, order, ordinance, or regulation or that may be dangerous; nor shall Tenant commit any waste in the Leased Premises, or permit any objectionable noise or odor to be emitted, or permit anything to be done on the Leased Premises tending to create a nuisance, to disturb others or, in the opinion of Landlord, to injure the reputation of the Project.

3. Rent; Rent Adjustment

3.1 Beginning on the Rent Commencement Date, Tenant shall pay to Landlord, as rent for each Lease Year of the Term, the sum of One Hundred Seventy-Four Thousand Dollars (\$174,000.00) (the "Rent"). The Rent shall be payable in twelve equal monthly

installments of Fourteen Thousand Dollars (\$14,500.00) each. The first year of this agreement will consist of nine installments of Fourteen Thousand Dollars (\$14,500.00), commencing on October 1, 2018.

3.2 Each monthly installment of Rent shall be payable in advance on or before the first day of each calendar month during the Term at such place as the Landlord shall from time to time designate. If the Rent Commencement Date is other than on the first day of a calendar month, monthly installments of Rent for the first month of the Term shall be prorated.

3.3 Tenant will pay Landlord the sum of Fourteen Thousand Five Hundred and (\$14,500.00) Dollars as a security deposit at the execution of this lease. Tenant may not, without Landlord's prior written consent, apply this security deposit to the last month's rent or to any other sum due under this lease. Within 30 days after Tenant has vacated the premises, Landlord will return the deposit in full or give Tenant an itemized written statement of the reason for, and the dollar amount of, any of the security deposit retained by Landlord.

4. Landlord Improvements. Landlord shall, at its own expense, cause the Leased Premises to be renovated and improved ("Landlord Improvements") in accordance with the plans and specifications attached hereto as Exhibit B ("Plans and Specifications"), such that the Leased Premises will be ready for Tenant's occupancy for the Intended Use on or before the Commencement Date. The Leased Premises shall be delivered to Tenant in compliance in all material respects with all laws, orders and regulations of federal, state and municipal authorities and any regulations promulgated.

5. Covenants and Representations Regarding Landlord Improvements. Landlord hereby represents and warrants to Tenant as follows:

5.1 The Landlord Improvements constructed (or to be constructed) as part of the Leased Premises are or shall be of good workmanship and in compliance with the Plans and Specifications in all material respects.

5.2 Landlord shall, in good faith, assign to Tenant or pursue on Tenant's behalf any third party warranties ("Third Party Warranties") related to the Landlord Improvements and other Improvements to the Leased Premises that Tenant is required to maintain pursuant to Section 10, including but not limited to the interior plumbing, heating, air conditioning and electrical systems.

5.3 All Third Party Warranties are material consistent with industry standards for the Landlord Improvements and other improvements similar to those constructed (or to be constructed) at the Leased Premises pursuant to the Plans and Specifications.

6. Covenants and Evidence of Title. Landlord hereby represents and warrants to Tenant as follows:

6.1 Landlord is the owner of the Leased Premises, subject to any liens, easements, restrictions, and encumbrances ("Encumbrances"), provided, that none of the Encumbrances prohibit this Lease or the use of the Leased Premises as allowed under this Lease.

6.2 To Landlord's knowledge, no existing zoning ordinance or restrictive covenant prevents the Intended Use of the Leased Premises.

6.3 Landlord has full right and authority to enter into this Lease and no joinder or approval of another person is required with respect to Landlord's right.

6.4 Landlord can and by this Lease does give to Tenant exclusive possession of the Premises subject to the Encumbrances and the terms and conditions of this Lease.

6.5 All utilities necessary to operate the Leased Premises as Public School Academy as contemplated by this Lease ("Utilities") are available to Tenant at the Leased Premises (or will be available upon the completion of the Landlord Improvements in accordance with the Plans and Specifications) and to Landlord's knowledge, after commercially reasonable investigation, such Utilities will be as of the Commencement Date in reasonably sufficient supply, character and/or quantity to permit the Leased Premises to be used as a Public School Academy and for the Intended Use.

## 7. Possession.

7.1 If possession of the Leased Premises shall for any reason not be delivered to Tenant on the Commencement Date, this Lease shall continue in full force and effect, with full abatement of rent, until possession of the Leased Premises is delivered to Tenant; provided, however, that the Lease shall become null and void if possession is not delivered within thirty (30) days of the Commencement Date, unless otherwise agreed in writing by the Landlord and Tenant. Tenant shall for purposes of this Lease be deemed to have taken possession of the Leased Premises on the date when Tenant actually occupies the Leased Premises for the Intended Use ("Possession Date").

7.2 Notwithstanding anything contained herein to the contrary, Tenant's obligation to pay Rent shall commence on the later of the (i) Possession Date and (ii) Commencement Date ("Rent Commencement Date"). The Term of this Lease shall not be affected by the fact that the Rent Commencement Date occurs after the Commencement Date.

8. Quiet Enjoyment. Landlord covenants and agrees with Tenant that upon Tenant's paying the Rent and observing and performing all the terms, covenants and conditions to be performed and observed, Tenant may peaceably and quietly enjoy the Leased Premises hereby leased.

## 9. Landlord's Repairs; Maintenance.

9.1 Landlord shall repair and maintain in good order and condition, including replacement, if necessary, the exterior and structure of the Leased Premises, including without limitation the outside walls (including painting and other maintenance), foundations, roof, gutters, downspouts, overhangs, facade, fire sprinkler systems, structural members and components, the wiring, plumbing, pipes and conduits leading up to the exterior walls of the Leased Premises, equipment (if any) which serves the Leased Premises, the parking areas, drives and walkways. If it is necessary to replace a major component of the HVAC system, such as a furnace, boiler, compressor, condensor or heat pump, the Landlord shall make such replacement. Landlord shall be solely responsible for all damage to Tenant's equipment, fixtures, improvements, ceiling tiles, floor tiles, inventory, and other personal property caused by Landlord's failure to fulfill its maintenance and repair obligations under this Lease, including, but not limited to, all damage caused by leaks in the roof, unless such leaks are caused by fire or other casualty.

9.2 Landlord shall make all repairs, alterations, installations, and additions which may be required by any laws, ordinances, orders, or regulations of any insurance underwriters or public authorities (including fire safety authorities) having jurisdiction over the Leased Premises. This shall include all repairs, alterations and additions required by the Americans with Disabilities Act.

#### 10. Tenant's Repairs; Maintenance.

10.1 Except for reasonable wear and tear, Landlord's maintenance and repair obligations under the provisions of Section 9, damage by fire or other casualty, repairs of construction defects, and repairs covered by construction warranties or manufacturers' warranties, Tenant shall keep and maintain the interior of the Leased Premises, including the heating and air conditioning systems (unless replacement is necessary) and the interior plumbing and electrical systems.

10.2 Subject to coverage from the casualty insurance required in Section 24, Tenants shall maintain and repair all doors and door frames, door checks, windows, window frames, plate glass, security cameras and equipment.

10.3 Tenant shall have the right, at its expense, from time to time, to redecorate or remodel the Leased Premises and to make such nonstructural alterations and changes in the interior thereof as it shall deem expedient or necessary for its purposes, provided, however, that such alterations and changes shall not injure the structure of the Leased Premises and shall be performed in a good and workmanlike manner.

10.4 Tenant shall, at Tenant's expense, arrange for all indoor and outdoor upkeep, cleaning and maintenance, including janitorial services, snow plowing of the parking areas and drives and lawn and landscape maintenance.

11. Real Property Taxes. The Landlord shall pay any real property taxes assessed against the Leased Premises.

12. Utilities. Tenant shall, at its expense and by separate metering, provide the Leased Premises with all utility services it desires. All utilities shall be separately metered or submetered at the expense of the Landlord. Landlord shall not be liable for any utility expenses incurred by Tenant

13. Late Charges. Because Tenant's late payment of Rent hereunder will cause Landlord to incur costs not contemplated by this Lease, if any Rent due from Tenant is not received by Landlord within ten (10) days of the due date, Landlord may at its discretion, upon two (2) business day advance written notice to Tenant, impose a reasonable late charge (not to exceed 2% of such rental installment). Acceptance of any late charge shall not constitute a waiver of Tenant's default with respect to the overdue amount.

14. Setoff: Obligation to Survive: Application of Payments.

14.1 Any Rent due under this Lease shall be paid by Tenant when due without any setoff, deduction, abatement, reduction or counterclaim whatsoever. Tenant's obligation to pay Rent that is accrued and unpaid hereunder shall survive the expiration or termination of the Term.

14.2 Payments received from Tenant shall be applied by Landlord as follows: First, to any late charges due; then to accrued interest; then to other charges due and unpaid; then to Rent.

15. Alterations by Tenant.

15.1 Except as set forth on Exhibit C attached hereto or as otherwise permitted or required by this Lease, Tenant shall not, without the prior written consent of Landlord (which will not be unreasonably withheld or delayed), make any alterations, improvements, additions or physical changes ("alterations") to the Leased Premises.

15.2 Unless Landlord otherwise directs in writing, no alterations made or installed by Tenant (except moveable equipment and trade fixtures) shall be removed by Tenant from the Leased Premises at the termination of this Lease. Instead, all such leasehold improvements shall when installed attach to the freehold and become and remain the property of Landlord.

16. Signs. In addition to the signs set provided for in the Plans and Specifications, Tenant may erect, maintain and remove such signs as have been approved in writing by Landlord. Landlord's approval shall not be unreasonably withheld or delayed, provided any such signs are in compliance with applicable law and regulation.

17. Laws, Ordinances and General Conditions. Landlord and Tenant, at their respective expense, shall, as applicable to each, comply promptly with (i) all laws, ordinances, orders and regulations affecting its use or occupancy of the Leased Premises or any alterations made to the Leased Premises; and (ii) the recommendations of any insurance company, inspection bureau or similar agency with respect thereto.

18. Tenant's Environmental Covenants.

18.1 Tenant shall not cause or permit the Leased Premises, through the acts of Tenant, to be in violation of, any federal, state, county and municipal laws, ordinances, or regulations including, without limitation, those relating to Hazardous Materials (as defined below), air and water quality, waste disposal, zoning, building, occupational safety and health, industrial hygiene, or to the environmental conditions on, under, or about the Property, including, but not limited to, soil and groundwater conditions ("Environmental Laws").

18.2 Tenant shall not, in violation of any Environmental Laws, use, generate, manufacture, store, or dispose of, on, under, or about the Leased Premises or transport to or from the Leased Premises any flammable explosives, radioactive materials, including, without limitation, any substances defined as, or included in the definition of, "hazardous substances", "hazardous wastes", or "hazardous materials" under any applicable Environmental Laws ("Hazardous Materials").

18.3 Tenant shall be solely responsible for, and shall indemnify and hold harmless Landlord, its partners, employees, agents, successors, and assigns from and against any loss, damage, cost, expense, or liability directly arising out of or attributable to Tenant's use, generation, storage, release, threatened release, discharge, disposal of Hazardous Materials on, under, or about the Leased Premises. The foregoing indemnity shall survive the termination or expiration of this Lease.

19. Landlord Environmental Covenants.

19.1 Landlord hereby represents and warrants to Tenant that, to Landlord's knowledge:

19.1.1 No Hazardous Materials are now located at the Leased Premises and neither Landlord nor, to Landlord's knowledge, any other person has ever caused or permitted any Hazardous Materials to be placed, held, located or disposed of on, under or at the Leased Premises.

19.1.2 No part of the Leased Premises is or has been used for the disposal, storage, treatment, processing or other handling of Hazardous Materials, nor is any part of the Leased Premises affected by any Hazardous Materials contamination;

19.1.3 No property adjoining the Leased Premises is being used or has ever been used for the disposal, storage, treatment, processing or other handling of Hazardous Materials, nor has any other property adjoining the Premises been affected by Hazardous Materials contamination.

19.1.4 No investigation, administrative order, consent order and agreement, litigation or settlement with respect to Hazardous Materials is in existence, or proposed, threatened or anticipated with respect to the Leased

Premises. The Leased Premises is not currently on, and to Landlord's knowledge, has never been on, any federal or state "Superfund" or "Superlien" list.

19.1.5 The Leased Premises is in compliance with all Environmental Laws.

19.2 Except for an event or circumstance caused by Tenant, Landlord shall indemnify, defend and hold harmless Tenant and its employees, agents, and representatives from and against any and all claims, suits, losses, costs, expenses, damages or liability of any kind relating to any of the following events or circumstances (i) any "release" as defined in CERCLA of any Hazardous Materials, (ii) any contamination of the soil or groundwater, damage to the environment or natural resources at the Premises, (iii) any toxic, explosive or otherwise dangerous materials buried beneath or concealed within the Premises, and (iv) any other environmental problem. Indemnification under this Section shall survive the expiration or termination of this Lease.

19.3 Landlord has provided to Tenant all environmental studies for the Leased Premises to which Landlord has access.

20. Destruction-Fire or Other Cause.

20.1 Subject to the provisions of Subsection 20.2, if the Leased Premises shall be rendered untenable by fire or other casualty, Landlord shall restore them and make them tenable as soon as possible. Except in the case of damage caused by Tenant or its agents, employees, contractors, guests or licensees, Rent shall abate during the period of untenability in proportion to the area of the Leased Premises rendered untenable. All such restoration shall be completed within 180 days of settlement with Landlord's insurance carriers or Tenant shall, as its sole remedy, be entitled to terminate this Lease.

20.2 If the Leased Premises shall be so damaged by fire or other casualty that demolition or substantial reconstruction (more than 50% of their initial cost) is required, then either Landlord or Tenant may terminate this Lease by notifying the other party of such termination within thirty (30) days after the date of such damage. Rent shall be prorated to the date of such a termination.

20.3 Tenant shall immediately notify Landlord of the occurrence of a fire or other casualty at the Leased Premises and shall at its expense restore or replace its personal property, fixtures and Tenant improvements. There shall be no abatement of Rent during any delay caused by the failure of Tenant to complete its restoration and repair work.

21. Eminent Domain. If all or any material part of the Leased Premises shall be taken or condemned by any competent authority for any public use or purpose, the Term shall, at the option of Landlord, end as of the date of the actual taking. If the Leased Premises may not reasonably be used for the Intended Use contemplated by this Lease following any taking, Tenant may terminate this Lease. In either case, there shall be no apportionment to Tenant of any portion of the award or damages for such taking; provided, however, that Tenant shall be entitled to any funds awarded it for moving expenses or business interruption. This Lease shall otherwise remain in full force and effect without apportionment to Tenant of any portion of the award or damages.

In the event of a termination pursuant to this Section 21, Rent shall be apportioned to the date of such taking.

22. Tenant Indemnification; Tenant's Property.

22.1 Tenant shall indemnify Landlord against and hold it harmless from any and all liabilities, obligations, damages, penalties, claims, costs and expenses, including reasonable attorneys' fees, paid or incurred as a result of or in connection with (i) Tenant's use or occupancy of the Leased Premises, (ii) any breach by Tenant or any of Tenant's agents, contractors, employees, customers, invitees, or licensees, of any covenant or condition of this Lease, or (iii) the carelessness, negligence or improper conduct of the Tenant or any of Tenant's contractors, employees, customers, invitees, or licensees. If any action or proceeding is brought against Landlord by reason of any such claim, Tenant, upon written notice from Landlord, will, at Tenant's expense, resist or defend such action or proceeding by counsel approved by Landlord in writing.

22.2 Tenant shall bring or keep property upon the Leased Premises solely at its own risk, and Landlord shall not under any circumstances be liable for any damages thereto or any destruction or theft thereof. Tenant shall maintain a policy of insurance against risk of loss from any cause whatsoever to all such property, and, in addition, all plate glass upon or appurtenant to the Leased Premises, to the full extent of their replacement cost, which policy of insurance shall contain a clause or endorsement under which the insurer waives, or permits the waiver by Tenant of, all right of subrogation against Landlord, and its agents, employees, customers, invitees, guests, or licensees, with respect to losses payable under such policy. Tenant hereby waives all right of recovery which it might otherwise have against Landlord, and its agents, employees, customers, invitees, guests, or licensees, for any damage to Tenant's property which is (or by the terms of this Lease is required to be) covered by a policy of insurance, notwithstanding that such damage may result from the negligence or fault of Landlord, or its agents, employees, customers, invitees, guests, or licensees. Any deductible amount included in such policy shall be treated as though it were recoverable under the policy.

23. Landlord Indemnification. Landlord shall indemnify Tenant against and hold it harmless from any and all liabilities, obligations, damages, penalties, claims, costs and expenses, including reasonable attorneys' fees, paid or incurred as a result of or in connection with (i) Landlord's use of the Leased Premises, (ii) any breach by Landlord, or any agents, contractors, employees, customers, invitees, or licensees, of any covenant or condition of this Lease, or (iii) the carelessness, negligence or improper conduct of the Landlord or any of Landlord's contractors, employees, customers, invitees, or licensees. If any action or proceeding is brought against Tenant by reason of any such claim, Landlord, upon written notice from Landlord, will, at Landlord's expense, resist or defend such action or proceeding by counsel approved by Tenant in writing.

24. Insurance. By this section and the other provisions of this Lease, Landlord and Tenant intend that the risk of loss or damages as described shall be borne by responsible insurance carriers to the extent provided.

24.1 Tenant shall maintain workers' compensation insurance covering all of its employees to at least the statutory limit set forth under Michigan law, and a policy of general public liability insurance in an amount at least equal to Two Million Dollars (\$2,000,000.00) single limit coverage for property damage, bodily injury or death. Such policy of general public liability insurance shall name Landlord as an additional insured and shall be underwritten by a carrier and on such other terms and conditions as Landlord shall approve. It shall provide by endorsement or otherwise that such insurance may not be canceled, terminated, amended, or modified for any reason whatsoever, except upon thirty (30) days' prior written notice to Landlord. Prior to the time such workers' compensation and general public liability insurance is first required to be carried by Tenant, and thereafter at least fifteen (15) days prior to the expiration of any such policy, Tenant shall deliver to Landlord either duplicate originals of the aforesaid policies or a certificate evidencing such insurance coverage, together with evidence of payment for the policies. If a certificate is provided, it shall contain a statement substantially in the form of the immediately preceding sentence.

24.2 Landlord shall insure the Leased Premise against loss or damage under a policy or policies of casualty insurance. Such policies shall include a waiver of subrogation clause or endorsement similar to that required of Tenant in Section 24.1.

25. DefaultLandlord's Remedies. If Tenant shall fail to make any payment of any Rent due hereunder within ten (10) days of its due date, or if default shall continue in the performance of any of the other covenants or conditions which Tenant is required to observe and perform under this Lease for a period ofthirty (30) days following written notice of such failure, or if the interest ofTenant in this Lease shall be levied upon under execution or other legal process, or if any petition shall be filed by or against Tenant in a court ofbankruptcy, or ifTenant shall be declared insolvent according to law, or make an assignment for the benefit of creditors or petition for or enter into an arrangement, or if Tenant shall abandon or vacate the Leased Premises during the Term of this Lease, or if Tenant shall dissolve, or if Tenant shall cease to entirely own all business operations being carried on upon the Leased Premises, then Landlord may, but need not, treat the occurrence of any one or more of the foregoing events as a default of this Lease, and thereupon may, at its option, exercise any rights and remedies provided to Landlord at law or in equity.

26. Default: Tenant's Remedies. If Landlord shall default in the performance of any covenant or agreement herein contained, and such default shall continue for thirty (30) days after receipt by Landlord of written notice thereof given by Tenant, its agent or attorney, or if more than thirty (30) days shall be required because of the nature of the default, if Landlord shall fail to commence and thereafter to proceed diligently to cure such default, then Tenant may, in addition to all other remedies available to Tenant in law or in equity, (1) pay any sum necessary to cause any obligation of Landlord hereunder to be performed, and deduct the cost thereof, together with interest at the rate of ten percent (10%) per annum from the Rent thereafter to become due hereunder; and/or (2) sue for injunctive relief, specific performance, and or damages as the case may be; and/or (3) terminate this Lease.

27. Remedies Cumulative. The failure of either party to enforce any covenant or condition ofthis Lease shall not be deemed a waiver thereof or of the right of either party to enforce

each and every covenant and condition of this Lease. No provision of this Lease shall be deemed to have been waived unless such waiver shall be in writing and signed by the person against whom the waiver is claimed. All rights and remedies under this Lease shall be cumulative, and none shall exclude any other rights or remedies allowed by law.

28. Tennination; Surrender of Possession.

28.1 Upon the expiration or termination of this Lease, whether by lapse of time, operation of law or pursuant to the provisions of this Lease, Tenant shall:

28.1.1 Restore the Leased Premises to their condition at the beginning of the Tenn, ordinary wear and tear excepted, remove all of its personal property and trade fixtures from the Leased Premises and repair any damage caused by such removal;

28.1.2 Surrender possession of the Leased Premises to Landlord; and

28.1.3 Upon the request of Landlord, at Tenant's cost and expense, remove from the exterior and interior of the Leased Premises all signs, symbols and trademarks which are connected with or associated specifically with Tenant's business and repair any damages to the Leased Premises caused by such removal.

28.2 If Tenant shall fail or refuse to restore the Leased Premises as hereinabove provided, Landlord may do so and recover its cost for so doing. If Tenant shall fail or refuse to comply with Tenant's duty to remove all personal property and trade fixtures from the Leased Premises upon the expiration or termination of this Lease, the parties hereto agree and stipulate that Landlord may, at its election: (i) treat such failure or refusal as an offer by Tenant to transfer title to such property to Landlord, in which event the title thereto shall thereupon pass under this Lease as a bill of sale; or (ii) treat such failure or refusal as conclusive evidence, on which Landlord shall be entitled to rely absolutely, that Tenant has forever abandoned such property. In either event, Landlord may, with or without accepting title thereto, keep or remove, store, destroy, discard, or otherwise dispose of all or any part of such property in any manner that Landlord shall choose without incurring liability to Tenant or to any other person. In no event shall Landlord ever become or be charged with the duties of a bailee of any property of Tenant. The failure of Tenant to remove any property from the Leased Premises shall forever bar Tenant from bringing any action or asserting any liability against Landlord with respect to any property which Tenant fails to remove.

28.3 This Lease shall cease at the end of the Term without the necessity of notice from either Landlord or Tenant to terminate. If Tenant shall fail to or refuse to surrender possession of the Leased Premises to Landlord upon termination or expiration of this Lease, Landlord may immediately, without notice, reenter the Leased Premises and dispossess all persons and effects therefrom, using such force as may be necessary. Landlord shall also be entitled to such other remedies as may be provided it by law or in equity.

29. Assignment and Subletting. Neither Landlord nor Tenant shall, without the prior written consent of the other party, which shall not be unreasonably withheld, assign this Lease or any interest hereunder.

30. Expenses of Enforcement. The losing party shall pay all reasonable attorneys' fees and expenses incurred by the winning party in enforcing any provision of this Lease.

31. Access to Leased Premises. Landlord shall have the right to enter upon the Leased Premises at all reasonable business hours for the purpose of inspecting them, preventing waste, loss or destruction, enforcing any of its rights or powers under this Lease, or making such repairs or alterations as it is obligated to make under the terms of this Lease or which Landlord may elect to perform, following Tenant's failure to do so. Landlord shall be neither liable nor responsible for any loss to Tenant or Tenant's business which may occur by reason of such entry. Throughout the Term, Landlord shall have the right to enter the Leased Premises at reasonable hours on reasonable notice for the purpose of showing them to prospective purchasers or mortgagees and, during the last six months of the Term, to prospective Tenants. If Tenant is not present to open and permit an entry into the Leased Premises, Landlord or Landlord's agents may enter the same whenever such entry may be reasonably necessary or permissible by master key (or in emergencies forcibly). In no event shall the obligations of Tenant hereunder be affected by any such entry.

32. Notices. All notices, bills or statements required hereunder shall be in writing and shall be deemed to have been given if either delivered personally or mailed by certified or registered mail to the parties at their addresses as set forth below. The addresses specified for notices herein may from time to time be changed by the written notice of one party to the other.

Landlord: Beverly Ninth Street Property Holdings LLC.  
C/O Adam Schnelker  
2125 University Park Dr.  
Okemos, MI 48864  
Telephone: 517-333-9030  
Email: adarn.schnelker@gmail.com

Tenant: Mildred C. Wells Academy  
248 Ninth St.  
Benton Harbor, MI 49022  
Telephone: 269-926-2885

33. Governing Law; Invalidation. This Lease shall be governed by and construed in accordance with the laws of the State of Michigan that are applied to leases made and to be performed in that state. The invalidation of one or more terms of this Lease shall not affect the validity of the remaining terms.

34. Headings. The headings contained herein are for convenience only and shall not be used to define, explain, modify or aid in the interpretation or construction of the contents hereof.

35. Amendment. This Lease represents the entire agreement between the parties. No oral or written, prior or contemporaneous agreements shall have any force or effect, and this Lease may not be amended, altered or modified unless done so by means of a written instrument signed by both parties.

36. Subordination: Attornment: Estoppel Certificate.

36.1 This Lease shall, at the option of Landlord or its lenders, be subject and subordinate to the interest of the holders of any notes secured by mortgages on the Leased Premises, now or in the future, and to all renewals, modifications, consolidations, replacements and extensions thereof. While the provisions of this section are selfexecuting, Tenant shall execute such documents as may be reasonably requested by Landlord or any mortgagee to affirm or give notice of such subordination. In tum, Tenant shall be entitled to receive the customary nondisturbance agreement from each such lender whereby the lender agrees to recognize Tenant's rights under this Lease following foreclosure so long as Tenant is not in default hereunder.

36.2 Upon request of the holder of any note secured by a mortgage on the Project or the Leased Premises, Tenant shall agree in writing that no action taken by such holder to enforce said mortgage shall terminate this Lease or invalidate or constitute a breach of any of its provisions, and Tenant shall attorn to such mortgagee, or to any purchaser of the building or the Leased Premises at any foreclosure sale, or sale in lieu of foreclosure, for the balance of the Term on all the terms and conditions herein contained. While the provisions of this section are selfexecuting, all persons affected thereby shall execute such documents necessary to affirm or give notice of such attornment.

36.3 At the request of Landlord, Tenant shall within twenty (20) days deliver to Landlord, or anyone designated by Landlord, a certificate stating and certifying as of its date (i) the date to which Rent and other charges under this Lease have been paid; (ii) whether or not there are then existing any setoffs or defenses against the enforcement of any of the agreements, terms, covenants or conditions hereof on the part of Tenant to be performed or complied with (and, if so, specifying the same); (iii) if such be true, that this Lease is unmodified and in full force and effect and that Landlord is not in default under any provision of this Lease (or if modified, setting forth all modifications, and if Landlord is in default, setting forth the exact nature of such default); and (iv) such other information as Landlord may reasonably request in connection with the Landlord Tenant relationship established by this Lease. Tenant acknowledges that any statement delivered pursuant to this subsection may be relied upon by any purchaser or owner of the Project or Landlord's interest in the Project, or by any holder of a mortgage, or by an assignee of any mortgagee under any mortgage, or by anyone else to whom Landlord delivers it.

37. Third Parties. Landlord and Tenant acknowledge, and warrant and represent to each other, that there are no third-party beneficiaries to this Lease.

38. Successors and Assigns. The covenants, conditions, and agreements contained in this Lease shall bind and inure to the benefit of Landlord and Tenant and, except to the extent prohibited by Section 30 above, their respective successors and assigns.

39. Covenants and Conditions. All covenants and conditions contained in this Lease are independent of one another. All of the covenants of Tenant contained herein shall, at the option of Landlord, be construed as both covenants and conditions.

40. Brokers. Landlord and Tenant represent and warrant to each other that neither has dealt with no broker in connection with this Lease.

IN WITNESS WHEREOF, this Lease has been executed as of the day and year first above written.

Beverly Ninth Street Property Holdings LLC.

Mildred C. Wells Academy

By: William Coats  
Its Managing Member

By: fl-lri 4 'IP i 'fb AJ(  
Its Ed. U { b + r. Pres. ide || f

## Exhibit A

### Legal Description of Leased Premises

Land located in the City of Benton Harbor, Berrien County, State of Michigan, and described as follows:

Entire Block 32, B.C. LEWIS AND OTHERS ADDITION TO THE VILLAGE OF BENTON HARBOR, according to the plat thereof, recorded November 25, 1871 in Volume 1 of Plats, page 5; EXCEPTING THEREFROM the East 20 feet thereof; ALSO, that part of vacated Tenth Street extending from the South line of Oak Street to the North line of Lot 51, Assessor's Plat No. 5, City of Benton Harbor, according to the plat thereof, recorded September 28, 1951, in Volume 12 of Plats, page 48; ALSO, the vacated East and West alley lying between the West line of Ninth Street and the East line of Tenth Street running along the North line of Lot 51, Assessor's Plat No. 5, City of Benton Harbor, according to the plat thereof, recorded September 28, 1951, in Volume 12 of Plats, page 48.

Tax Number 51-4500-0001-00-9

Together with an easement for parking over the following described land:

That part of Oak Street in the ORIGINAL PLAT OF THE VILLAGE OF BRUNSON HARBOR, according to the plat thereof, recorded October 25, 1860, in Liber 1 of Plats, page 1, described as: Beginning at the Southeast corner of Lot 12, Block 31 of said Plat, thence South 80 feet to the Southerly boundary of Oak Street extended, then West 380 feet to the Westerly boundary of Tenth Street extended, thence North 80 feet to the Northerly boundary of Oak Street extended, thence East 380 feet to the point of beginning.

Exhibit B

Plans and Specifications for Landlord Improvements

None, Leased Premises accepted as is.

Exhibit C

Permitted Tenant Alterations

None, Building set up as a school and accepted as is.

## AMENDMENT TO LEASE AGREEMENT

TIDS AMENDMENT TO LEASE AGREEMENT has been made on this \_\_\_\_<sup>th</sup> day of August, 2018, the same day as execution of the Lease being amended, said Lease being by and between Beverly Ninth Street Property Holdings, LLC, ("Landlord"), and Mildred C. Wells Academy, ("Tenant").

### WITNESSETH

WHEREAS, the parties to the Lease Agreement have entered into the Lease in order to facilitate Tenant to occupy the premises to operate a Public School Academy.

WHEREAS, the Tenant has received the Charter to operate the Public School Academy through Bay Mills Community College Board of Regents (hereinafter the "College Board") and the College Board has Leasing Policies that must be followed.

NOW THEREFORE, the parties enter into this Amendment to Lease which contains the following provisions required by the College Board to be included as a part of every Real Property Lease Agreement entered into by an Academy which it charters.

1. Landlord agrees that all lease and physical plant records of the Landlord related to the Tenant will be made available to the Tenant's independent auditor and the Charter Schools Office ("CSO").
2. Any amendments to this Lease Agreement must be reviewed by the CSO before execution. However, for certain types of non-substantive amendments to this Lease Agreement, the Charter Schools Office Director for the College Board may waive this requirement in writing.
3. Notwithstanding anything in the Lease Agreement to the contrary, any fixtures purchased with the Tenant's funds will be deemed owned by the Tenant.
4. Notwithstanding anything in the Lease Agreement to the contrary, if the Landlord procures equipment, materials and supplies at the request of or on behalf of the Tenant, the Landlord must follow applicable competitive bidding laws and the Landlord is prohibited from including any added fees or charges with the cost of the equipment, materials and supplies purchased from third parties, except the Landlord may assess actual costs, such as taxes, shipping, permits, installation and other similar expenses.
5. Notwithstanding anything in the Lease to the contrary, the Landlord shall indemnify and hold harmless the Tenant's Board from damages and litigation caused by the condition of the physical plant, if those damages or the litigation have been caused by the Landlord's use or prior use of hazardous material at the physical plant.
6. Notwithstanding anything in the Lease to the contrary, if the Tenant makes improvements to the facility, the Landlord shall allow the Tenant to recoup those investments if the Lease is terminated by Landlord without cause prior to the conclusion of the Lease term.

7. Notwithstanding the execution of the Lease Agreement, it shall not become a binding Lease unless and until this Amendment to Lease is signed by the parties. This Amendment to Lease Agreement is made a part of and incorporated into the Lease Agreement. +

The parties acknowledge that the terms contained in the Lease Agreement remain in full force and effect except as amended by this Amendment. In the event of a conflict in terms, this Amendment will prevail.

IN WITNESS WHEREOF, this Lease Amendment has been executed as of the day and year first above written.

BEVERLY NINTH STREET PROPERTY  
HOLDINGS, LLC

By: 

Its: Managing Member

MILDRED C. WELLS ACADEMY

By: 

Its: Bd. of Dir. President

## SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT has been made on this **day** of July, 2021, by and between Beverly Ninth Street Property Holdings, LLC., a Michigan Limited Liability Company ("Landlord"), whose address is 2125 University Park Dr., Okemos, Michigan 48864 and Mildred C. Wells Academy, a Michigan nonprofit corporation ("Tenant"), whose address is 248 Ninth Street, Benton Harbor, Michigan 49022.

### WITNESSETH

WHEREAS, the parties entered into a Lease Agreement on August 8, 2018, and an Amendment to the same Lease Agreement on August 10, 2018 (collectively as the "Lease"), in order to facilitate Tenant to occupy the premises located at 248 Ninth Street, Benton Harbor, Michigan 49022 to operate a Public School Academy.

WHEREAS, the parties wish to extend the term of the Lease.

WHEREAS, the parties wish to modify the rent provisions of the Lease.

WHEREAS, Tenant has received the Charter to operate the Public School Academy through Bay Mills Community College Board of Regents (hereinafter the "College Board") and the College Board has Leasing Policies that must be followed.

WHEREAS, the parties wish to add certain provisions to the Lease that comply with the College Board's Leasing Policies.

NOW THEREFORE, the parties hereby agree to extend the Lease for a term of Five (5) Years, beginning on July 1, 2021 (the "Renewal Date") and ending on June 30, 2026 (the "Termination Date"), unless sooner terminated as provided herein (the "Term").

NOW THEREFORE, the parties hereby agree that beginning on the Renewal Date, Tenant shall pay to Landlord as rent for each Lease Year of the Term, the sum of One Hundred Eighty Thousand Dollars (\$180,000.00) (the "Rent"). The Rent shall be payable in twelve equal monthly installments of Fifteen Thousand Dollars (\$15,000.00) each.

NOW THEREFORE, the parties also hereby agree to add to the Lease the following provisions required by the College Board to be included as a part of every Real Property Lease Agreement entered into by an Academy, such as Tenant, which it charts.

1. Tenant has no liability or obligation to investigate, clean, remove, remediate, or otherwise deal with hazardous material present at the site prior to Tenant occupying the site. Such liabilities and obligations are the sole responsibility of the Landlord.
2. No party other than Tenant shall have an ongoing right to occupy the building, site, or physical plant without providing written notice to the Charter Schools Office's ("CSO.") Director 30-days prior to such occupancy. **If** another school will occupy Tenant's building, site, or physical plant, Tenant must provide to the CSO with a written analysis

regarding any potential implications of such occupancy, including potential security, school safety, and church-state issues.

3. No provision of this Lease shall interfere with Tenant Board's exercise of its statutory, contractual and fiduciary responsibilities governing the operation of Tenant. No provision of this Lease shall prohibit Tenant Board from acting as an independent, self-governing public body, or allow public decisions to be made other than in compliance with the Open Meetings Act.
4. This Lease shall not restrict Tenant Board from waiving its governmental immunity or require Tenant Board to assert, waive or not waive its governmental immunity.

The parties acknowledge that the terms contained in the Lease remain in full force and effect except as amended by this Amendment. In the event of a conflict in terms, this Amendment will prevail.

IN WITNESS WHEREOF, this Lease Amendment has been executed as of the day and year first above written.

BEVERLY NINTH STREET  
PROPERTY HOLDINGS, LLC

MILDRED C. WELLS ACADEMY

By:

William Loats  
Its CEO

By:

Leticia Payne  
Its President  
Board of Directors

# CERTIFICATE OF USE AND OCCUPANCY

## TEMPORARY

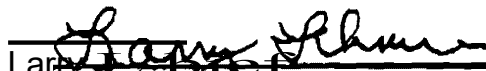
Michigan Department of Labor and Economic Growth  
Bureau of Construction Code Enforcement Division  
P, P.O. Box 30254  
Lansing, MI 48909  
(517) 241-9111

Baptist Pe.-.lt No. B01690J  
Dream Academy Bible School  
248 Nuttall Street  
Beutoa Harbor, Midland  
BerrieD CouDty

The above named building of Use Group E and Construction Type 3B is approved for use and occupancy for a period of sixty-eight (68) days with an expiration date of November 11, 2001.

Conditions:

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 130 OF THE PUBLIC ACTS OF 1977, AS AMENDED, BEING §13.5.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 110.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.

  
\_\_\_\_\_  
Charles E. Curtis, Chief  
Building Division

September 5, 2001

# CERTIFICATE OF USE AND OCCUPANCY

## PERMANENT

Miebipa Department of Labor & Economic Growth  
Bllrtau of Coastnaetioa Co4ni.B11ld1D1Dlvlltoa  
P.O. Box 30154  
Lusiq. M148!J09  
(517)141-9317

Builclial Pennit No.8126"1  
Dream Academy lligll Seltool  
248 NU.tb Street Beatoa  
Harbor, Mlcldcu  
BerrieD Col1Dty

The above named builctiDg of Use Group E aDd CouJtruetioa Type 3BU approved for ue  
aad occupi.Dcy.

TIDS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13  
OF 4.CT 2]() OP THE PUBLIC ACfs OF 1972, AS AMENDED, BEING §115.1513  
OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH  
SECTION 110.0 OF THE STATE BUILDING CODE. TBS SHALL SUPERSEDE  
AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.

  
Larry Le  
Charles E. Curds, Assistaat Chief  
Batldlag DlvlsiOD

Deeember 2, 1H8

**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

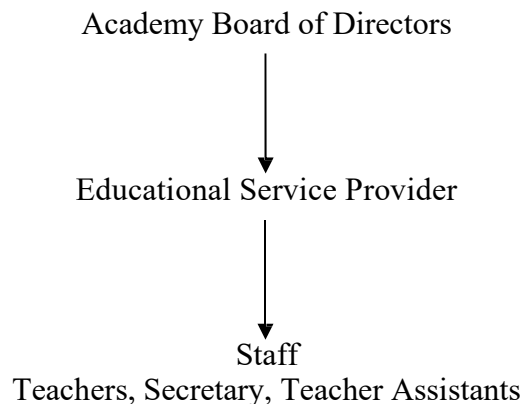
The College Board shall appoint the Board of Directors of the Academy (“Academy Board”). The Academy Board has all the powers and duties permitted by law to manage the business, property and affairs of the Academy. The Academy Board is responsible for assuring that the Academy operates according to the 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 consists of four (4) 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:

Patricia Plaut-Payne, President	7/1/20-6/30/23
Jacquelyn Clement, Vice President	7/1/19-6/30/22
Vincent Woods, Secretary/Treasurer	7/1/20-6/30/23
Margaret (Amy) Johnson, Secretary	7/1/21-6/30/24

**SECTION B**

**EDUCATIONAL GOALS**

Pursuant to Applicable Law and Terms and Conditions of this Contract, including Article VI, Section 6.2, the Academy shall achieve or demonstrate measurable progress for all groups of pupils toward the achievement of the educational goal identified in this schedule. Upon request, the Academy shall provide Bay Mills Community College Charter Schools Office (BMCSO) with a written report, along with supporting data, assessing the Academy's progress toward achieving this goal. In addition, Bay Mills Community College Board of Regents Public School Academy Authorizing Body expects the Academy will meet the State of Michigan's accreditation standards pursuant to state and federal law.

**Educational Goal to be Achieved:**

Prepare students academically for success in college, work, and life.

*To determine whether the Academy is achieving or demonstrating measurable progress toward the achievement of this goal, BMCSO will annually assess the Academy's performance using the following measures:*

**Measure 1: Student Achievement**

*The academic achievement of all students grades 2-8 will be assessed using the following metrics and achievement targets.*

GRADES	METRICS	ACHIEVEMENT TARGETS
Grades 2-8	The average grade-level scores in reading and math as measured by the Measure of Academic Progress (MAP) by NWEA	Students enrolled for three* or more years will on average achieve scores equal to or greater than the grade-level reading and math college readiness achievement targets identified by NWEA.

**Measure 2: Student Growth**

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

Grades	Metrics	Growth Targets
Grades 2-8	Growth made by students from fall-to-spring in reading and math as measured by growth targets set for each student on the Measure of Academic Progress by NWEA	Students will on average achieve fall-to-spring academic growth targets for reading and math as set for each student on the Measure of Academic Progress by NWEA

*The measure of student growth is the most important, but not the only factor the authorizing body considers when determining whether the Academy is "demonstrating measurable*

*progress” toward the contractual goal of preparing students academically for success in college, work, and life.*

*Some of the other factors considered are: academy’s comparative position within state accountability reports, required state test proficiency rates compared to surrounding district’s, the trend in the number of students reaching growth targets and achievement targets over the contract period.*

**SECTION C**

**EDUCATIONAL PROGRAMS**



THE LEONA GROUP

# **Academic Summary**

**2020-2021**

## **Mission:**

Seeks to create a challenging learning environment that has high expectations for success through development of appropriate instruction that allows individual differences and learning styles. We seek academic excellence and believe students can and will succeed. Our school promotes a safe, orderly, caring and supportive environment. Each student's self-esteem is fostered by positive relationships with students and staff. We strive to have our parents, teachers and community members actively involved in our students' learning.

## **Belief Statements:**

1. We believe every student is entitled to a safe and orderly learning environment
2. We believe all students will grow academically, socially and physically
3. We believe that family involvement in the educational process is integral to their student's success
4. We believe in meeting the diverse needs of our students
5. We believe all students will be prepared to become positive, productive members of the community
6. We believe that differentiated instruction is vital to the learning process and teaching is essential to the learning process

## **Values and Expectations:**

1. We expect our students to dress for success
  - a. Come to school appropriately dressed and groomed everyday
2. We expect our students to be honest, reliable and focused
  - a. Be on time to class everyday
3. We expect our students to learn and improve everyday
  - a. Put forth their best effort
4. We expect our students to display respect, acknowledge other people's feelings and personal space
  - a. Language will always be appropriate and respectful
  - b. Never accept "bullying" and intimidation
  - c. Make good choices when confronted with physical or verbal confrontation
  - d. Keep our building and grounds clean
5. We expect our students to create great opportunities and make excellent choices for their lives
  - a. Plan, prepare and pursue

The goal of our academy can be best stated in our mission statement. We place great emphasis on our hard working and nurturing staff that continues to challenge students and advance them academically as well as emotionally each and every day. We pride ourselves on the importance of small group instruction. Students who are struggling receive small group intervention several times per week by either a highly qualified teacher or a highly qualified paraprofessional.

- Provide daily tiered targeted research-based instruction
- Provide ongoing professional development for all staff
- Provide differentiated instruction to all students
- We will make data-based decisions
- Provide after school tutoring
- Provide tiered summer school
- Focus on hands on learning

- Assessments will guide instruction
- We will modify material to accommodate students with special needs

School: Mildred C. Wells Academy

THE LEONA GROUP 2020-2021



## Curriculum Resources

### Resources To Support the Curriculum

Resources	MATH	READING	WRITING	SCIENCE	SOCIAL STUDIES
<i>e.g. PROGRAM/TEXT</i>	<i>Ex. Singapore Math</i>	<i>Houghton Mifflin</i>	<i>Step Up to Writing</i>	<i>Foss</i>	<i>Houghton Mifflin</i>
<i>e.g. GRADE LEVEL</i>	<i>K-3</i>	<i>K-8</i>	<i>1-5</i>	<i>K-5</i>	<i>9-12</i>
PROGRAM/TEXT	Envision Math	Reading Street	Reading Street	Interactive Science	My World
GRADE LEVEL	K-5	K-5	K-5	K-8	K-5
PROGRAM/TEXT	Engage New York	Engage New York	Engage New York		Atlas Rubicon
GRADE LEVEL	6-8	6-8	6-8		6-8
PROGRAM/TEXT					
GRADE LEVEL					
PROGRAM/TEXT					
GRADE LEVEL					
PROGRAM/TEXT					
GRADE LEVEL					
PROGRAM/TEXT					
GRADE LEVEL					
PROGRAM/TEXT					
GRADE LEVEL					
PROGRAM/TEXT					
GRADE LEVEL					

### Planning Time

Teachers have scheduled Planning Time?	YES	NO
Is there Common Planning time?	YES	NO
Amount /Frequency: (e.g. 50 min/2X wk)	1 hr/5X wk	
Is there time for collaboration between General and Special Education?	YES	NO
When?	During common planning time	



School: Mildred C.  
Wells Academy

THE LEONA GROUP 2020-2021

# Instruction

## Instructional Time Allotment

Core Subject Areas				Non-Core Subject Areas			
Subject	Elem.	M.S.	H.S.	Subject	Elem.	M.S.	H.S.
e.g. Math	60 min	55 min	45 min	Computers	90min	60 min	
Math	95 min	120min		Art			
Reading	60 min			Phys. Education			
Writing	60 min			Character Education			
English		90 min		Other			
Social Studies	60 min	n twice a week		Other			
Science	60 min	n twice a week		Other			
Other				Other			

School: Mil

THE LEONA GROUP 2020-2021



# State Accountability, Authorization & Accreditation

## School Index Overview

<b>OVERALL INDEX SCORE</b>		<b>English Learner Progress Overview - component index score</b>
41.26		<b>N/A</b>
<b>Growth Overview - component index score</b>		<b>Assessment Participation Overview - component index score</b>
<b>30.78</b>		<b>100</b>
<b>Proficiency Overview - component index score</b>		<b>School Quality &amp; Student Success Overview - component index score</b>
<b>14.79</b>		<b>37.52</b>
<b>Graduation Rate Overview - component index score</b>		<b>Support Category</b>
<b>N/A</b>		<i>e.g. NA, Comprehensive Support &amp; Intervention, Targeted Support Intervention, Additional Targeted Support School</i>

## Authorization

<b>Charter:</b>	Bay Mills
<b>Expires:</b> Month/Year	19/20
<b>Year of your mid-contract review:</b>	
<b>*If this year, what date:</b>	

## Accreditation

<b>Is your school NCA Accredited?</b>	
If yes, when are you up for re-accreditation? (e.g. Spring 2018)	yes
If no, is there a proposed External Review (ER) visit date? (e.g. Spring 2018)	
<b>Not pursuing NCA Accreditation</b>	Explanation:

School: Mildred C. Wells Academy

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# Demographics

## QSI Demographic Data

**Year School was established:**

<b>Grade Levels</b>	Established Grade Configuration:	K-8
	Expansion of Grade Configuration:	
<b>Student Count</b>	Previous year:	222
	Enrollment Goal:	225

## Staffing Data Summary

<b>Total number of teachers (including gen. ed., special ed., and specials)</b>		
# of Special Education Teachers		1
# of Social Workers		1
# of Elementary Teachers (K-5)		6
# of Middle School Teachers (6-8)		3
# of High School Teachers (9-12)		0
# of Special's Teachers (e.g. phys. ed., art, steam, etc)		1
<b>What day is staff meeting?</b>	Monday/Thursday	<b>Frequency?</b> Weekly

**SECTION D**  
**CURRICULUM**

CURRICULUM  
TO BE UPLOADED SEPARATELY

## **SECTION E**

### **METHODS OF PUPIL ASSESSMENT**



### Schedule 7e: Methods of Pupil Assessment

Mildred C. Wells Academy (K- 8) will comply with requirements that the Michigan Test of Educational Progress (M-STEP) test be administered to appropriate grade levels. The Academy understands that these test scores do not assess the educational gains evidenced by students throughout the academic year. Data related to educational gains are vital in understanding the success of any educational program. M-STEP results provide a snapshot of students' performance at a single point in time.

The Academy will administer Northwest Evaluation Association (NWEA) as required by the authorizer (fall, winter, and spring). Over time, longitudinal changes in performance can and will be tracked for students who are at the Academy for extended periods of instruction (over one year).

The Academy has implemented quarterly assessments in math and ELA to ensure coverage and measuring proficiency of Michigan state standards using an online assessment platform. The Academy will focus on implementing social studies quarterly assessments in the upcoming year(s). The Academy will use common science performance tasks to assess students quarterly in Science.

School-specific assessments will include both formal and informal assessments by teachers in the classroom. Informal assessments include observations of students at work, discussion sessions in class, speaking to individual students, administering diagnostic tests over the course of the school year to test progress in math, reading inventories, and writing assessments.

**SECTION F**

**APPLICATION AND ENROLLMENT OF STUDENTS**

## Mildred C. Wells Preparatory Academy

### Enrollment Limits

The Academy will offer kindergarten through eighth grade. The maximum enrollment shall be 250 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 through enrollment through a random selection drawing.

### Application Process

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

### Legal Notice

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

### Re-enrolling' Students

- The Academy shall notify parents or guardians of all enrolled students of the deadline for notifying the Academy that they wish to re-enroll their child.
- If the Academy Board has a sibling preference, the re-enrollment notice must also request that the parent or guardian indicate whether a sibling(s) seeks to enroll for the upcoming academic year.

- An enrolled student who does not re-enroll by the specified date can only apply to the Academy during the application period for new students.
- An applicant on the waiting list at the time a new application period begins must reapply as a new student.
- After collecting the parent or guardian responses, the Academy must determine the following:
  - A. The number of students who have re-enrolled per grade or grouping level.
  - B. The number of siblings seeking admission for the upcoming academic year per grade,
  - C. If space is unavailable, the Academy must develop a. waiting list for siblings of re-enrolled students-
  - D. The number of spaces remaining, per grade, after enrollment of current students and siblings.

### **Random Selection Drawing**

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

Prior to the application period, the Academy shall:

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

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

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

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

**SECTION G**

**SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE**

## SECTION 7g: SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

### School Calendar

The Academy's school calendar shall comply with the Code and the School Aid Act of 1979. The Academy Board must submit a copy of the Academy's school calendar to the College Board.

### School Day Schedule

The Academy Board must structure the Academy's school day schedule to meet the required number of instructional days and hours as set forth in the Code and the Act. The Academy Board must submit the school day schedule to the College Board prior to the commencement of each academic year.

**SECTION H**

**AGE OR GRADE RANGE OF PUPILS**

## AGE OR GRADE RANGE OF PUPILS

The Academy will enroll students in kindergarten through eighth grade. The Academy may add grades with the prior written approval of the Charter Schools Office Director or the College Board.

Students of the Academy will be children who have reached the age of five (5) as set forth in MCL.380.1 147.

If a child is not five (5) years of age on the specified enrollment eligibility date but will be five (5) years of age not later than December 1 of a school year, the parent or legal guardian of the child may enroll the child in kindergarten for that school year if the parent or legal guardian notifies the school in a timely manner, and submit an age waiver form.