

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

**THREE OAKS PUBLIC SCHOOL 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 ffl for, opposed, and 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 I(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. 20-11

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, 2013, the College Board issued to **Three Oaks Public School 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 eight (8) 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:

9. 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:
 - m. The College Board approves the form of the Contract and related documents as submitted to and reviewed by the College Board;
 - n. 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:

(9) 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

(10) 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.

o. The College Board Designee may agree to a term of Contract not to exceed eight (8) academic years and not to extend beyond June 30, 2029.

10. 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 19th day of June, 2020, with a vote of 6 for, 0 opposed, 1 abstaining, and 2 absent.

By:  *Bev Lyrick*
Bev Lyrick, 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

THREE OAKS PUBLIC SCHOOL ACADEMY

CONFIRMING THE STATUS OF

THREE OAKS PUBLIC SCHOOL ACADEMY

AS A

MICHIGAN PUBLIC SCHOOL ACADEMY

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Exhibit A - Resolutions

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

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

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

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

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

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

ARTICLE I

DEFINITIONS

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

- (a) “Academy” means the Michigan nonprofit corporation named Three Oaks Public School 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. 20-11 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 Three Oaks Public School Academy Confirming the Status of Three Oaks Public School 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 7th of each school fiscal year, shall transmit to the Center for Educational Performance and Information ("CEPI") the budgetary assumptions used when adopting its annual budget pursuant to the Uniform Budgeting and Accounting Act, MCL 141.421 et seq.
- (c) The Academy shall not adopt or operate under a deficit budget, or incur an operating deficit in a fund during any fiscal year. At any time during the term of this Contract, the Academy shall not have an existing deficit fund balance, incur a deficit fund balance, or adopt a current year budget that projects a deficit fund balance. If the Academy has an existing deficit fund balance, incurs a deficit fund balance in the most recently completed school fiscal year, or adopts a current year budget that projects a deficit fund balance, all of the following apply:
 - (i) The Academy shall notify the Superintendent and the State Treasurer immediately upon the occurrence of the circumstance, and provide a copy of the notice to the Charter Schools Office.
 - (ii) Within 30 days after making notification under subdivision (c)(i), the Academy shall submit to the Superintendent in the form and manner prescribed by the Department an amended budget for the current school fiscal year and a deficit elimination plan approved by the Academy Board, with a copy to the State Treasurer. The Academy shall transmit a copy of the amended budget and the deficit elimination plan to the Charter Schools Office.
 - (iii) After the Superintendent approves the Academy's deficit elimination plan, the Academy shall post the deficit elimination plan on the Academy's website.
- (d) If the Academy is required by the State Treasurer to submit an enhanced deficit elimination plan under section 1220 of the Code, MCL 380.1220, the Academy shall do all of the following:
 - (i) The enhanced deficit elimination plan shall be approved by the Academy Board before submission.

- (ii) After the State Treasurer approves an enhanced deficit elimination plan for the Academy, the Academy shall post the enhanced deficit elimination plan on the Academy's website.
- (iii) Submit to the Superintendent and State Treasurer an enhanced monthly monitoring reports in a form and manner prescribed by the State Treasurer and post such monthly reports on the Academy's website.

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

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

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

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

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

COVERAGE	REQUIREMENTS
General or Public Liability (GL)	<p>Must be Occurrence form</p> <p>Must include Sexual Abuse & Molestation coverage which can be Occurrence or Claims Made. If this coverage is Claims Made the Retroactive Date must be the same or before date of original College PSA/SDA/UHS/SOE contract. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE.</p> <p>Must include Corporal Punishment coverage.</p> <p>\$1,000,000 per occurrence & \$2,000,000 aggregate.</p> <p>In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.</p> <p>College must be included as an Additional Insured with Primary and Non-Contributory Coverage.</p> <p>NOTE: SDA must also have Security/Police Professional Liability coverage with MINIMUM of \$1,000,000 limit which can be Occurrence or Claims Made. If this coverage is Claims Made, and the SDA goes out of business, the SDA needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the SDA.</p>
COVERAGE	REQUIREMENTS
Errors & Omissions (E&O)	Must include Employment Practices Liability.

Must include Corporal Punishment coverage.
Must include Sexual Abuse & Molestation coverage.
Must include Directors' & Officers' coverage.
Must include School Leaders' E&O.
Can be Claims Made or Occurrence form.
If Claims Made, retroactive date must be the same or before date of original College - PSA/SDA/UHS/SOE Charter Contract. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE.
\$1,000,000 per occurrence & \$3,000,000 aggregate.
In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.
College must be included as an Additional Insured with Primary and Non-Contributory Coverage.

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

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

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

COVERAGE	REQUIREMENTS
Automobile Liability (AL) for Owned and Non-Owned Autos	<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
Workers' Compensation	<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
Crime	<p>Must include Employee Dishonesty coverage.</p> <p>Must include third party coverage.</p> <p>\$500,000 limit.</p>

COVERAGE	REQUIREMENTS
Umbrella	<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&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&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
Property	Limits to cover replacement for PSA/SDA/UHS/SOE's property exposures, including real and personal, owned or leased.
Cyber Risk Coverage	Cyber Liability addresses the first- and third-party risks regarding Internet business, the Internet, networks and other assets. Cyber Liability Insurance coverage offers protection for exposures from Internet hacking and notification requirements.
Automobile Physical Damage	Coverage for damage to the owned or used vehicle.
DISCLAIMER:	
By requiring such minimum insurance, the College shall not be deemed or construed to have assessed the risks that may be applicable to every PSA/SDA/UHS/SOE's operation and related activities. Each PSA/SDA/UHS/SOE should assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage.	

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

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

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

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

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

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

COVERAGE	REQUIREMENTS
General or Public Liability (GL)	Must be Occurrence form
	Must include Sexual Abuse & Molestation coverage
	Must include Corporal Punishment coverage
	\$1,000,000 per occurrence & \$2,000,000 aggregate
	PSA must be included as First Named Insured
	College must be included as Additional Insured with Primary Coverage
	NOTE: Strict Disciplinary Academies must also have Security/Police Professional Liability coverage with MINIMUM of \$1,000,000 per occurrence
COVERAGE	REQUIREMENTS
Errors & Omissions (E&O)	Must include Employment Practices Liability
	Must include Directors' and Officers' coverage
	Must include School Leaders' E&O

	Can be Claims Made or Occurrence form
	If Claims Made, Retroactive Date must be the same or before date of original College-PSA contract
	\$1,000,000 per occurrence & \$3,000,000 aggregate
	PSA must be included as First Named Insured
	College must be included as Additional Insured with Primary Coverage
COVERAGE	REQUIREMENTS
Automobile Liability (AL) for Owned and Non-Owned Autos	\$1,000,000 per accident
	PSA must be included as First Named Insured
	College must be included as Additional Insured with Primary Coverage
	Higher limits may be required if PSA has its own buses
COVERAGE	REQUIREMENTS
Workers' Compensation	Must be Occurrence Form
	Statutory Limits
	NOTE: If PSA is leasing employees from ESP, ESP must have Employers' Liability with \$1,000,000 per occurrence AND Alternate Employer Endorsement naming PSA.
	PSA must be included as First Named Insured
COVERAGE	REQUIREMENTS
Crime	Must include Employee Dishonesty coverage
	Must be Occurrence form
	\$500,000 per occurrence
	PSA must be included as First Named Insured
COVERAGE	REQUIREMENTS
Umbrella	Can be Claims Made or Occurrence form
	\$2,000,000 per occurrence & \$4,000,000 aggregate
	If PSA has its own buses AND/OR has more than 1,000 students, must have MINIMUM \$5,000,000 per occurrence
	PSA must be included as First Named Insured
	College must be included as Additional Insured with Primary Coverage
ADDITIONAL RECOMMENDATIONS	
COVERAGE	REQUIREMENTS
Property	Limits to cover replacement for PSA's property exposures, including real and personal, owned or leased
COVERAGE	REQUIREMENTS
Performance Bond (or Letter of Credit with Indemnification)	\$1,000,000 per claim/aggregate

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

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

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

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

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

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

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

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

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

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

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

Section 11.9. Nonessential Elective Courses. If the Academy Board elects to provide nonessential elective courses to part-time pupils at a nonpublic school building, the Academy shall comply with Section 166b of the State School Aid Act of 1979, as amended, MCL 388.1766b. 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
Three Oaks Public School Academy
1212 Kinglsey Street
Muskegon, Michigan 49442

If to Academy Counsel:

Joseph B. Urban
Clark Hill PLC
151 S. Old Woodward, Suite 200
Birmingham, Michigan 48009

Section 12.2. Severability. If any provision in this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or

impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Contract. If any provision of this Contract shall be or become in violation of Applicable Law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

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

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

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

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

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

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

Section 12.9. Term of Contract. This Contract shall commence on the date first set forth above and shall remain in full force and effect for 8 years until June 30, 2029, unless sooner revoked or terminated according to the terms hereof.

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

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

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

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

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

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

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

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

Section 12.17. Information Available to the Public.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 12.23. Confidential Address Restrictions.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BAY MILLS COMMUNITY COLLEGE
BOARD OF REGENTS

By: IfYL -<<)
Mariah Wanic, College Board Designee

Date: July 1, 2021

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

By: L. L. M. Young
Its: t::sident TOPSA

Date: July 1, 2021

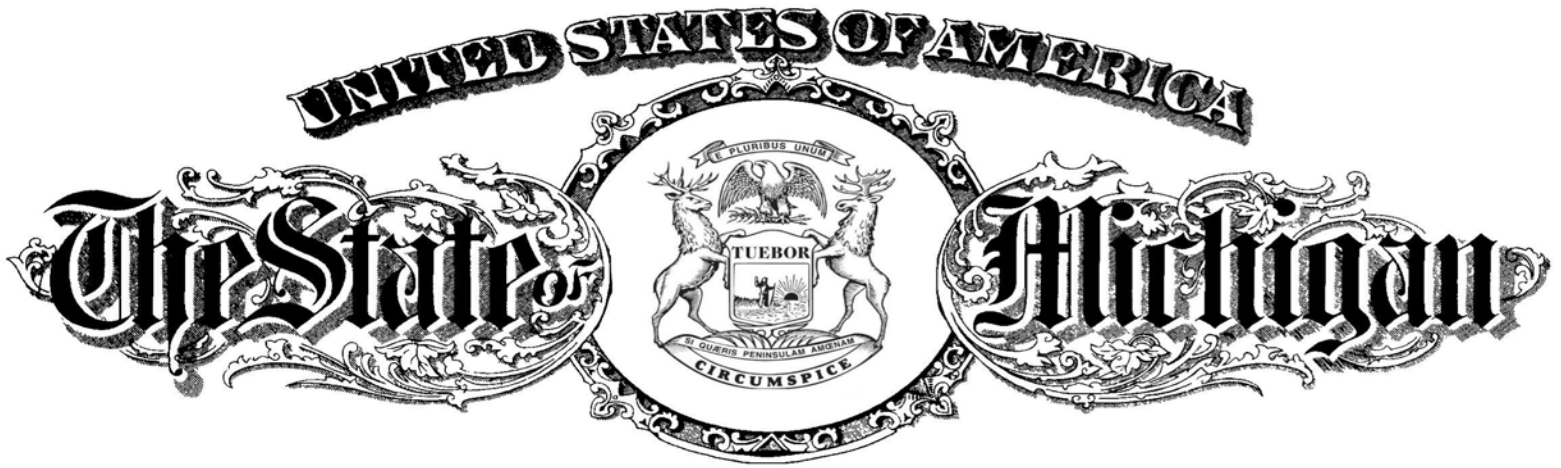
CONTRACT SCHEDULES

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CONTRACT SCHEDULE 1

ARTICLES OF INCORPORATION



Department of Licensing and Regulatory Affairs
Lansing, Michigan

This is to Certify That

THREE OAKS PUBLIC SCHOOL ACADEMY

was validly Incorporated on September 24 , 2002 as a Michigan nonprofit corporation, and said corporation is validly in existence under the laws of this state.

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

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



Sent by electronic transmission

Certificate Number: 21060534310

*In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 22nd day of June , 2021.*

Linda Clegg

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

Michigan Department of Consumer and Industry Services

Filing Endorsement

This is to Certify that the ARTICLES OF INCORPORATION- NONPROFIT

for

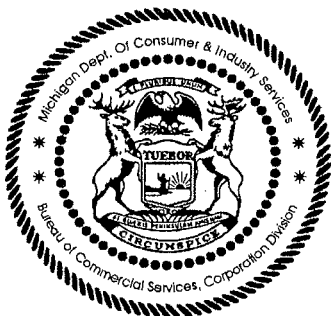
THREE OAKS PUBLIC SCHOOL ACADEMY

ID NUMBER: 780479

received by facsimile transmission on September 23, 2002 is hereby endorsed

Filed on September 24, 2002 by the Administrator.

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



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 24th day of September, 2002.

, Director

Bureau of Commercial Services

BCS/CD-502 (Rev. 4/01)

MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES BUREAU OF COMMERCIAL SERVICES		
Date Received		(FOR BURFAIR USE; ON LV)
<div style="border: 1px solid black; padding: 5px;"> John ll, Gretzinger Nantz, Litowich, Smith & Girard 2025 E. Beltline, SE, Ste. 600 Grand Rapids, MI 49546 </div>		
		EFFECTIVE DATE:
Document will be returned to the name and address you enter above		
		<u>1-11-02</u> 1-JIIJ

ARTICLES OF INCORPORATION
For Use by Domestic Nonprofit Corporations

OF

THREE OAKS PUBLIC SCHOOL ACADEMY

Pursuant to the provisions of the Michigan Nonprofit Corporation Act of 1992, as amended (the "Act"), being MCL 450.2101 et seq. and Part 6A of the Revised School Code (the "Code") as amended, being Sections 380.501 to 380.507 of the Michigan Compiled Laws, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is: Three Oaks Public School Academy,

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

ARTICLE II

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

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

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

ARTICLE III

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

The value of assets which the corporation possesses is:

Real Property: \$0.

Personal Property: \$0.

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

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

ARTICLE IV

The address of the registered office is 2079 North Ann St., N011h Muskegon, MI 49445.

The mailing address of the registered office is the same,

The name of the resident agent at the registered office is Usa Harrison.

ARTICLE V

The name and address of the incorporator is as follows: John H. Gretzinger

2025 Raot Beltline, SE, Suite 600

Grand Rapids, MI 49546

ARTICLE VI

The corporation is a governmental entity.

ARTICLE VII

the corporation and its incorporators, board members, officers, employees, and volunteers have governmental immunity as provided in section 7 of Act No. 170 of the Public Acts of 1904, being section 691.1407 of the Michigan Compiled Laws.

ARTICLE VIII

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

ARTICLE IX

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

ARTICLE X

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

ARTICLE XI

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

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

ARTICLE XII

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

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

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

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

ADOPTION OF ARTICLES

These Articles of Incorporation were duly adopted on this 13th day of September, 2002. These Articles of Incorporation shall become effective upon filing. However, the corporation shall not carry out the purposes set forth in Article II unless the College Board issues to the corporation a contract to operate as a public school academy, and the contract is executed by both the corporation and the College Board.

By:  _____
Il. Gretzinger

CONTRACT SCHEDULE 2

BYLAWS

RESTATED BYLAWS
OF
THREE OAKS PUBLIC SCHOOL ACADEMY

ARTICLE I

NAME

This organization shall be called Three Oaks Public School 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 Muskegon County of Muskegon State of Michigan.

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

ARTICLE IV BOARD OF

DIRECTORS

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

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

ARTICLE V

MEETINGS

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

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

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

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

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

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

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

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

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

ARTICLE VI

COMMITTEES

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

ARTICLE VII OFFICERS OF

THE BOARD

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII

CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS

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

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

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

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

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

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

ARTICLE IX

INDEMNIFICATION

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

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

ARTICLE X

FISCAL YEAR

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

ARTICLE XI

AMENDMENTS

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

ARTICLE XI CONTRACT

DEFINITIONS

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

CERTIFICATION

The Academy Board certifies that these Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by [unanimous] consent of the Academy Board on the 14th day of February 2013.

A handwritten signature in cursive script that reads "Mary Jane Butner". Below the signature, the word "Secretary" is printed in a small, faint font.

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 Three Oaks Public School 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.

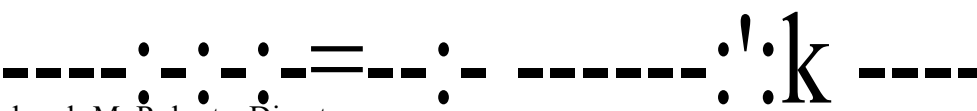
Section 6.02. Limitation of Liability. The liability of the Fiscal Agent to transfer funds to the Academy shall be limited to the amount of State School Aid Payments as are from time to time delivered by the State and the amount of Other Funds as delivered by the source of those funds.

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 Three Oaks Public School Academy.

BY:  -----
Deborah M. Roberts, Director
Bureau of State and Authority Finance
Michigan Department of Treasury
Date: ayu! ()fl)

078905.000001 4826-7939-4272.1

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 Three Oaks Public School 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

Academic Interventionist.....	5-1
Administrative Assistant	5-5
Assistant School Leader (Vice Principal, Assistant Principal).....	5-7
Bookkeeper/Office Manager	5-12
Building Substitute Teacher	5-16
Bus Driver	5-20
Custodial/Maintenance Supervisor.....	5-23
Custodian.....	5-26
Early Childhood Specialist	5-29
Great Start Readiness Program (“GSRP”) Associate Teacher/ Instructional Aide	5-32
Literacy Coach.....	5-37
Physical Therapist	5-40
School Leader (Principal, Head of School, Headmaster)	5-43
School Nutrition Director	5-47
School Nutrition Worker	5-50
School Psychologist.....	5-52
School Social Worker.....	5-55
Special Education Teacher	5-58
Student Advocate.....	5-62
Student Supervision Aide	5-65
Teacher Assistant.....	5-68
Teacher	5-71
Transportation Supervisor	5-74
Management Agreement	5-77

ACADEMIC INTERVENTIONIST

Job Description

SUPERVISOR:	Principal
EMPLOYED BY:	CSA
SUPERVISES:	Students, Instructional Aides, volunteers, assigned support staff, and Code of Student Conduct.
CLASSIFICATION:	Exempt, Full-time
JOB DESCRIPTION:	To work directly with identified at-risk students needing additional support in order to become proficient in reading, writing and mathematics. Instruction will be provided in reduced-size group intervention format. The Academic Interventionist will work closely with class teachers and/or academic leads of the school as it may apply. This position will support and uphold the mission and vision of the academy.

ESSENTIAL PERFORMANCE RESPONSIBILITIES:

CURRICULUM & INSTRUCTION:

- Accepts responsibility for the achievement of students.
- Works with at-risk students in order to increase subject area academic performance.
- Provides supplemental instruction to identified individual students helping them with developing and/or strengthening subject-specific skills and knowledge.
- Conducts skills attainment progress assessments, analyzes student achievement data and develops appropriate and timely interventions.
- Guides the learning process toward achievement of curriculum goals and implementation of personal learning plans of students.
- Works collaboratively with classroom teachers.
- Demonstrates effective planning and organization for instruction.
- Selects appropriate materials for implementation of the curriculum and adapts materials and methods to the learning styles and abilities of students.
- Uses creative, differentiated instruction methods and procedures and adapts effectively to unusual situations.
- Motivates students to achieve at their highest level of ability and potential through classroom activities, assignments, relationships, participation, and feedback; holds high expectations and demonstrates sensitivity to different learning styles.
- Uses resources effectively to support learning activities in the classroom, the Academy, and the community.

- Demonstrates exceptional classroom techniques, which include the art of questioning, clarity of assignments, communicating, an atmosphere of mutual respect, independent thought and expression, and student and teacher experiences in large and small groups.
- Follows all Title 1 requirements as required by the State of Michigan.

CLASSROOM MANAGEMENT:

- Works cooperatively with guardians and generates guardians' confidence in the teacher.
- Demonstrates genuine concern for students in a climate characterized by high personal and student expectations.
- Promotes responsible citizenship through one's actions as a role model.
- Provides a classroom atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and the development of responsible citizenship.

STUDENT ACQUISITION & RETENTION:

- Shares responsibility for marketing the Academy in the community.

PROFESSIONAL DEVELOPMENT & LEADERSHIP:

- Participates in the development of policies and regulations that affect instruction and the conditions of success.
- Reads and communicates new developments and research in reading, writing and mathematics to administration and classroom teachers.
- Uses technology effectively for instruction, record keeping, communication and other administrative tasks.
- Shares responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy.
- Conducts himself or herself according to professional and ethical principles.
- Continually strives to improve classroom methods, teaching techniques, and interpersonal relationships.
- Displays personal qualities, which reflect favorably upon the individual, the group, and the Academy.
- Displays pride in being an employee and a member of the Academy.
- Assumes other responsibilities assigned by the Principal.

FACILITIES:

- Assumes responsibility for the orderliness of the learning environment and the appropriate and safe use of instructional facilities and equipment.



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REQUIREMENTS:

Minimum Requirements:

- Valid Michigan teaching certificate with endorsements in appropriate grade and subject levels. Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.
- Minimum of bachelor's degree.
- Demonstrated competence as a teacher in all areas of focus.
- Able to use technology as an instructional tool in the classroom, as a means of analyzing academic achievement data, and as a tool to aid effective communications.
- Excellent verbal and written expression using proper grammar and vocabulary.
- Demonstrates proficiency in differentiated instruction techniques.
- Strong interpersonal skills.

Desired Requirements:

- Master's degree.
- Experience working with At-Risk students.

WORK ENVIRONMENT:

While performing duties of this job, the employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. The lighting in the work environment is usually well lit and appropriate for a classroom setting. Work must be performed in the school setting with students.

TERMS OF EMPLOYMENT:

Salary and work schedule established by CSA and approved by the Academy Board via the annual school operating budget and calendar approval process.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify, and ICHAT clearance.

EVALUATION:

The Principal and designated CSA employees evaluate job performance through systematic input from various primary internal and external stakeholders.



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STATEMENT OF UNDERSTANDING:

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

Signature of Employee

Date Signed

Printed Name of the Employee

Date Signed

Signature of Supervisor

Date Signed

Printed Name of Supervisor

Date Signed

Administrative Assistant

Job description

SUPERVISOR: Principal

EMPLOYED BY: Choice Schools Associates, L.L.C.

JOB GOAL: To assure the smooth and efficient operation of the Academy office as the communications and operations center for the partnership between internal and external stakeholders in achieving educational excellence for all children.

ESSENTIAL PERFORMANCE RESPONSIBILITIES:

- Performs usual office routines.
- Handles and prepares correspondence for the Principal and Academy Board.
- Maintains student records as required by law and by local policy.
- Receives and routes all incoming calls.
- Demonstrates positive customer and community relations at all times with all people.
- Serves as the Principal's frontline representative.
- Maintains the daily teacher attendance record and substitute teacher records.
- Assists teachers in preparing instructional materials upon request.
- Processes enrollment procedures for all students.
- Carries out financial operations at the site level, including payroll, purchasing and financial accounting.
- Compiles and maintains an up-to-date directory of students and staff throughout the year.
- Maintains a log of visitors to the Academy.
- Applies positive customer service to the role and is perceived as a team member by the staff.
- Assists teachers with simple technology questions.
- Manages the Academy website.
- Carries out other duties assigned by the Principal and Choice Schools Associates, L.L.C.

REQUIREMENTS:

- High school diploma required; two years college desired.
- Ability to communicate with students, staff and parents.
- Use of proper grammar and vocabulary.
- Reputation for self-control and sound interpersonal skills.
- Experience in educational setting with school-age children desired.
- Exemplary work habits verified by previous employer.
- Computer skills in data processing, spreadsheets, databases and research.



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- Trained in CPR and first aid.
- Valid Michigan driver's license.

WORK ENVIRONMENT:

The work environment is in a standard office setting including standard office equipment (fax, copier, phone, computer, 10-key, etc.). The noise level in the work environment is usually low to moderate. The lighting in the work environment is usually well lit and appropriate for an office setting.

TERMS OF EMPLOYMENT:

Salary and work schedule established by Choice Schools Associates, L.L.C., and approved by the Academy Board via the annual school operating budget and calendar approval process.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify, and ICHAT clearance.

EVALUATION:

The teachers and the Principal evaluate job performance.

STATEMENT OF UNDERSTANDING:

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions, and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

Signature of Employee

Date Signed

Printed Name of the Employee

Date Signed

Signature of Supervisor

Date Signed

Printed Name of Supervisor

Date Signed

ASSISTANT SCHOOL LEADER (Vice Principal, Assistant Principal)

JOB DESCRIPTION

SUPERVISOR:	Principal and Board Liaison
SUPERVISES:	Staff members designated by Choice Schools Associates, L.L.C.
EMPLOYED BY:	Choice Schools Associates, L.L.C.
CLASSIFICATION:	Exempt, Full-time
JOB GOAL:	To provide leadership to ensure the achievement of education, business management, school development, parent engagement and involvement, staff development, customer service, and accountability goals. To create excellent conditions for working and learning, and to improve student achievement, parent satisfaction, and community support. This position will support and uphold the mission and vision of the academy.

ESSENTIAL PERFORMANCE RESPONSIBILITIES:

SCHOOL DEVELOPMENT

- Leads the implementation of activities to meet and exceed the measurable goals for the Academy.
- Prepares or oversees the preparation of reports, lists, and all other paperwork for which the Assistant School Leader is responsible.
- Assumes responsibility for observance of Board policies and regulations.
- Budgets school time to provide for efficient use of time for instruction and business.
- Establishes a master schedule to ensure compliance with instructional time and Academy requirements.
- Leads the ongoing development of the instructional program and student activities program.
- Keeps the Board Liaison informed of routine matters related to administration, instruction, and events or activities of unusual nature.
- Serves as an ex officio member of all committees and councils within the Academy.
- Creates and implements school improvement plans consistent with the Michigan Revised School Code.

STUDENT ACHIEVEMENT

- Supervises the integrity of accurate records of student progress and attendance of students.
- Systematically uses standardized and formative assessment data to guide learning support and drive instruction, curriculum and professional development.

- Facilitates use of curriculum that is structured in a manner designed to help the school and students achieve the required objectives of Michigan's School Accountability System and the goals included within the Academy's Charter Contract.

SCHOOL CULTURE AND BEHAVIOR

- Establishes and maintains an effective learning climate in the school.
- Maintains active relationships with students and guardians.
- Maintains high standards of student conduct and communicates and enforces the Code of Student Conduct firmly, fairly, and consistently in total compliance with due process procedures.
- Designs and carries out a comprehensive student activities program to recognize student achievement and to create opportunities for student participation in school sponsored organizations.
- Makes arrangements for conferences between parents and teachers when needed.
- Creates a school culture in which collaboration and collegiality guide relationships and decision making.
- Provides adequate inventories of real and personal property under his or her jurisdiction for the security and accountability for that property.
- Supervises and evaluates the Academy's extracurricular programs.

MANAGEMENT AND DEVELOPMENT OF PEOPLE, SYSTEMS, AND RESOURCES

- Assumes responsibility for professional growth and development through membership and participation in the affairs of professional organizations, attendance at regional, state, and national meetings, enrollment in advanced courses, by reading professional journals and other leadership or management publications, and by discussing problems of mutual interest with others in the field.
- Supervises instructional aides and professional, administrative, and nonprofessional personnel.
- Assists in recruiting, screening, hiring, training, assigning, and evaluating the Academy's staff.
- Provides comprehensive onboarding program for new staff and assists in their development.
- Evaluates and coaches all staff members regarding their individual and group performance.
- Conducts productive staff meetings to keep members informed of policy changes, new programs, etc.
- Recommends to the Board Liaison the discipline and/or removal of an employee whose work performance is unsatisfactory.
- Delegates responsible personnel to assume responsibility for the Academy in the absence of the Assistant School Leader.

- Communicates effectively and timely with all stakeholders with consistency and follow-through.

FINANCIAL MANAGEMENT

- Assists in the management and preparation of the Academy's budget.
- Assists in grant planning and ensures grant compliance.

OPERATIONS

- Supervises the maintenance of all required building records and reports.
- Coordinates all services of the Academy, including transportation, food service, playground supervision and safety, special services, etc.
- Assumes responsibility for the use, safety, and administration of the school buildings and grounds.
- Plans, supervises, and regularly reports fire drills, tornado drills, the emergency preparedness program, and other health, safety and security regulations in accordance with state regulations.
- Establishes a system to ensure compliance with all authorizer and state compliance regulations, including pupil accounting.

STUDENT RECRUITMENT AND ADMISSION

- Assists in developing and implementing a marketing plan to recruit students to the school.

COMMUNITY RELATIONS

- Cooperates with college and university officials regarding teacher training and preparation.
- Assumes responsibility for all official Academy correspondence and news releases approved by the Board Liaison.
- Establishes and maintains relationships with local community groups and individuals to foster understanding and solicit support for overall Academy objectives and programs, interpret Board policies and administrative directives, and discuss and resolve individual student problems.
- Serves as a member of committees and attends such meetings as directed by the Board Liaison.

OTHER

- Assumes other responsibilities as assigned by the Board Liaison.



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REQUIREMENTS:

Minimum Requirements:

- All administrators or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the certification and continuing education requirements as described in MCL 380.1246.
- Minimum of a bachelor's degree.
- Knowledge of, and experience working with, At-Risk students.
- Effective use of technology as a means of analyzing academic achievement data and as a tool to aid in communications with stakeholders.
- Excellent verbal and written communication using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.
- Strong interpersonal skills.

Desired Requirements:

- Successful experience as a teacher.
- Previous experience in a school leadership role.

WORK ENVIRONMENT:

While performing duties of this job, the employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. The lighting in the work environment is usually well lit and appropriate for a classroom setting.

TERMS OF EMPLOYMENT:

Salary and work schedule established by Choice Schools Associates, L.L.C., and approved by the Academy Board via the annual school operating budget and calendar approval process.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify, and ICHAT clearance.

EVALUATION:

The Board Liaison and designated Choice Schools Associates, L.L.C., employees evaluate job performance through systematic input from various primary internal and external stakeholders.

STATEMENT OF UNDERSTANDING:

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.



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Signature of Employee

Date Signed

Printed Name of Employee

Date Signed

Signature of Supervisor

Date Signed

Printed Name of Supervisor

Date Signed

BOOKKEEPER/OFFICE MANAGER

Job Description

SUPERVISOR:	School Leader
EMPLOYED BY:	Choice Schools Associates, L.L.C.
CLASSIFICATION:	Exempt, Full-time
JOB GOAL:	To assure the smooth and efficient operation of the Academy office as the communications and operations center for the partnership between internal and external stakeholders in achieving educational excellence for all children.

ESSENTIAL PERFORMANCE RESPONSIBILITIES:

OFFICE SERVICES

- Performs usual office routines.
- Performs secretarial and administrative support functions.
- Designs and implements office policies with approval by Principal.
- Organizes office operations and procedures.
- Prepares accurate payroll information including time sheets.
- Manages office operations and office coverage during open hours.
- Manages the Academy's website if assigned by the Principal.
- Handles and prepares correspondence for the Principal and Academy Board.

CUSTOMER SERVICE AND COMMUNITY RELATIONS

- Demonstrates positive customer service and community relations at all times with all people.
- Applies positive customer service to the role and is perceived as a team member by the staff.
- Provides tours and information about the Academy when inquired by community members.
- Shares responsibility for marketing the Academy in the community.

MAINTAIN OFFICE RECORDS

- Maintains student records and student enrollment counts as required by law and local policy.
- Prepares for audits for compliance.
- Maintains the daily teacher attendance record and substitute teacher records.
- Processes enrollment procedures for all students.
- Prepares all required reports and maintains all appropriate records.

- Keeps accurate records on students for lost and damaged textbooks, technology equipment, etc.
- Ensures accurate transfer of student files and records.
- Transfers and disposes of records according to retention schedules and policies.
- Assumes other responsibilities assigned by the Principal.

FINANCIAL

- Conducts daily deposit to the bank.
- Carries out financial operations at the site level, including payroll, purchasing and financial accounting.
- Compares prices and prepares purchase orders for all office and classroom needs for the beginning of the school year and as needed during the year.
- Participates in the pupil accounting audits with accurate information and records.
- Collects fines from students for any lost or damaged textbooks, technology equipment, etc.
- Maintains files on all purchase orders and verifies receipt of materials against packing slips; checks packing slips against invoices for approval of payment to vendors.

OPERATION

- Operates standard office equipment (computer, copier, fax machine, etc.).
- Maintains and replenishes office supply inventory.

OTHER

- Assumes other duties assigned by the Principal and Choice Schools Associates, L.L.C.

REQUIREMENTS:*Minimum Requirements:*

- High school diploma or equivalent.
- Bookkeeping experience.
- Excellent verbal and written expression.
- Ability to positively communicate with students, staff and parents.
- Reputation of self-control and sound interpersonal skills.
- Exemplary work habits verified by previous employer.
- Exemplary organizational skills.
- Computer skills in data processing, bookkeeping, spreadsheets, data bases and research.
- Solid record of punctuality.
- Must be at least 18 years of age.
- Valid Michigan driver's license.
- United States citizen.



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Desired Requirements:

- Associates degree preferred.
- Experience in a school setting with school-age children.
- Knowledge of and skills working with At-Risk students.

WORK ENVIRONMENT:

The work environment is in a standard office setting including standard office equipment (fax, copier, phone, computer, 10-key, etc.). The noise level in the work environment is usually low to moderate. The lighting in the work environment is usually well lit and appropriate for an office setting.

TERMS OF EMPLOYMENT:

Salary and work schedule established by Choice Schools Associates, L.L.C. and approved by the Academy Board via the annual school operating budget and calendar approval process.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify and ICHAT clearance.

EVALUATION:

The Principal will evaluate job performance through systematic input from various primary internal and external stakeholders.

STATEMENT OF UNDERSTANDING:

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

Signature of Employee

Date Signed

Printed Name of the Employee

Date Signed

Signature of Supervisor

Date Signed



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Printed Name of Supervisor

Date Signed

BUILDING SUBSTITUTE TEACHER

Job Description

SUPERVISOR:	Principal
EMPLOYED BY:	CSA
SUPERVISES:	Students, and Code of Student Conduct
CLASSIFICATION:	Non-Exempt, Part-Time or As Needed
JOB GOAL:	The position of a building substitute teacher is to provide an on-going resource for school staffing needs. The substitute will assume the duty of the regular classroom teacher and present the lessons that have been prepared by the regular teacher as assigned. This position will support and uphold the mission and vision of the academy.

ESSENTIAL PERFORMANCE RESPONSIBILITIES:

- Follows the lesson plan left by the teacher for whom he/she is substituting.
- Maintains a classroom environment conducive to effective learning.
- Meets and instructs assigned classes in the locations and at the times designated.
- Maintains as fully as possible the established routines and procedures of the school and classroom to which he/she is assigned.
- Plans needed activities when lesson plans do not structure the entire class periods with planned learning activities. Activities planned by the Building Substitute Teacher should be appropriate for grade level and subject of the class.
- Assumes responsibilities for overseeing student behavior in class, between classes and during lunch periods.
- Carries out the regular teacher's discipline plan.
- Assumes any duty that the regular teacher would have for that day.
- Promotes the overall effectiveness of the Academy by performing tasks and sharing responsibilities of other members during peak periods or when there is an overload of duties.
- Motivates students to achieve at their highest level of ability and potential through classroom activities, assignments, relationships, participation, and feedback; holds high expectations and demonstrates sensitivity to different learning styles.
- Uses resources effectively to support learning activities in the classroom, the Academy, and the community.

- Demonstrates genuine concern for students in a climate characterized by high personal and student expectations.
- Promotes responsible citizenship through one's actions as a role model.
- Provides a classroom atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and the development of responsible citizenship.
- Understands, communicates, and enforces the Student Code of Conduct.
- Uses technology effectively for instruction, record keeping, communication and other administrative tasks.
- Conducts himself or herself according to professional and ethical principles.
- Continually strives to improve classroom methods, teaching techniques, and interpersonal relationships.
- Displays personal qualities, which reflect favorably upon the individual, the group, and the Academy.
- Displays pride in being an employee and a member of the Academy.
- Assumes responsibility for the orderliness and safety of the learning environment and the appropriate and safe use of instructional facilities and equipment.
- Assumes other responsibilities assigned by the Principal.

REQUIREMENTS:*Minimum Requirements:*

- Valid Michigan Substitute Teaching Permit or Michigan teaching certificate with endorsements in appropriate grade and subject levels, meeting the minimum requirements established by the Michigan Department of Education.
- Minimum of 60 credit hours from an accredited college or university with at least a 2.0 cumulative grade point average.
- Able to use technology as an instructional tool in the classroom, as a means of analyzing academic achievement data, and as a tool to aid effective communications.
- Excellent verbal and written expression using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.
- Strong interpersonal skills.



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Desired Requirements:

- Experience working with staff, students and parents.

WORK ENVIRONMENT:

While performing duties of this job, the employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. The lighting in the work environment is usually well lit and appropriate for a classroom setting.

TERMS OF EMPLOYMENT:

Salary and work schedule established by CSA and approved by the Academy Board via the annual school operating budget and calendar approval process.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify, and ICHAT clearance.

EVALUATION:

The Principal and designated CSA employees evaluate job performance through systematic input from various primary internal and external stakeholders.

STATEMENT OF UNDERSTANDING:

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

Signature of Employee

Date Signed

Printed Name of Employee

Date Signed

Signature of Supervisor

Date Signed



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Printed Name of Supervisor

Date Signed

Bus Driver
Job Description

SUPERVISOR: Principal
EMPLOYED BY: CSA
CLASSIFICATION: Non-exempt, Full-time or Part-time
JOB GOAL: To transport students to and from school and to assure their safety while passengers in the school bus. This position will support and uphold the mission and vision of the academy.

ESSENTIAL PERFORMANCE RESPONSIBILITIES:

- Drives a school bus safely in accordance with time schedules for transporting students to and from their homes, a variety of school sites, and on field trips as assigned.
- Oversees the loading and unloading of students, releasing students to authorized individuals and assures that safety belts are fastened.
- Maintains order and proper discipline of passengers; resolves disputes and documents and reports severe disciplinary cases.
- Conducts accident investigations.
- Assures maintenance of bus is in safe and clean operating condition; reports needed mechanical repairs, installs special safety belts, sweeps interior of the bus and washes windows daily, services the bus with gas and oil, and follows established security procedures.
- Establishes drop off and pickup order of assigned students; confers with parents, supervisors, and other staff regarding transportation needs, plots route on map, documents route, and adjusts route for new and/or dropped students.
- Directs routing and scheduling of buses and reviews bus stop locations for safety and efficiency.
- Monitors students with special health problems while on bus after receiving written or oral instruction and maintains awareness of and alertness to any sign of difficulty following prescribed instructions and procedures.
- Responds to inquiries and concerns in a timely manner.
- Keeps supervisor informed of potential problems or unusual events.
- Maintains a variety of records and reports including but not limited to mileage, routing, maintenance, and time schedules.
- Represents the school in a positive and professional manner.
- Attends meetings, programs, and in-service trainings as assigned.
- Assists in the development of policies and procedures for transportation services.
- Sets high standards and expectations and promotes professional growth for self and others.

- Assists the other routes when breakdown or other unusual circumstances occur as assigned.
- Advises the Transportation Coordinator or Principal on matters of student discipline.
- Performs other duties and responsibilities assigned by the Principal.

REQUIREMENTS:*Minimum Requirements:*

- Must be at least 18 years of age.
- High school diploma or equivalent.
- Meet all requirements established by the Department of Transportation and Michigan Department of Education.
- Valid Driver's License.
- Reputation for self-control and sound interpersonal skills.
- Exemplary work habits verified by previous employer.
- Exemplary driving record.
- Solid record of punctuality.

Desired Requirements:

- Experience in a school setting with school-age children.
- Experience working with At-Risk students.
- First Aid and CPR Certification.

WORK ENVIRONMENT:

While performing duties of this job, the employee is exposed to weather conditions and road hazards prevalent at the time. The noise level in the work environment is usually moderate.

TERMS OF EMPLOYMENT:

Salary and work schedule established by CSA and approved by the Academy Board via the annual school operating budget and calendar approval process.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify, and ICHAT clearance.



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EVALUATION:

The Principal and designated CSA employees evaluate job performance through systematic input from various primary internal and external stakeholders.

STATEMENT OF UNDERSTANDING:

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

Signature of Employee

Date Signed

Printed Name of Employee

Date Signed

Signature of Supervisor

Date Signed

Printed Name of Supervisor

Date Signed

Custodial/Maintenance Supervisor **Job Description**

SUPERVISOR: Principal
EMPLOYED BY: CSA
CLASSIFICATION: Non-exempt, Full-time
JOB GOAL: Supervises all aspects of the custodial and maintenance operations in order to provide students with a safe, attractive, comfortable, clean, and efficient educational setting. This position will support and uphold the mission and vision of the academy.

ESSENTIAL PERFORMANCE RESPONSIBILITIES:

- Plans and prepares employee work schedules.
- Coordinates activities with administrative staff to ensure services are provided in an efficient and timely manner.
- Confers with staff to resolve performance and personnel problems.
- Investigates complaints about service and equipment and takes corrective action.
- Inspects and evaluates the condition of facilities to determine services required.
- Keeps buildings and premises, including walkways, parking lot, and play areas neat and clean at all times.
- Regulates heat, ventilation, and air conditioning systems to provide temperatures appropriate for the season and ensures economical usage of fuel, water, and electricity.
- Shovels, plows, and salts sidewalks, driveways, parking areas, and steps, as appropriate.
- Checks daily to ensure exit doors are open and all panic bolts are working properly during the hours of building occupancy.
- Raises the United States flag at or before 8 a.m. on each school day, and lowers it at or after 3:30 p.m.
- Sweeps or vacuums classrooms daily and dusts furniture.
- Cleans the corridors after school on a daily basis and during the day when the condition requires it.
- Daily scrubs, hoses down, and disinfects bathroom floors, and cleans all sanitary fixtures and drinking fountains.
- Washes all windows on both the inside and outside at least twice each year, and more frequently if necessary.
- Keeps the grounds free from rubbish.
- Performs such yard-keeping chores as grass cutting and tree trimming, as necessary, to maintain the school grounds in a safe and attractive condition.
- Keeps all floors in a clean and attractive condition.
- Cleans all chalkboards and marker boards weekly.

- Makes minor building repairs.
- Promptly reports major repairs needed to the Principal.
- Regularly maintains a schedule of all motors and other mechanical equipment requiring scheduled servicing.
- Reports any damage to school property.
- Remains on the school property during school hours, and during non-school hours when the use of the building has been authorized and attendance is required by the Principal.
- Assumes responsibility for the opening and closing of the building each school day and for determining that all doors and windows are secured, and all lights, except those left on for safety reasons, are turned off.
- Keeps an inventory of supplies, equipment, and fuel on hand.
- Conducts an ongoing program of general maintenance, upkeep, and repair.
- Moves furniture or equipment within buildings, as required, for various activities and as directed by the Principal.
- Complies with local laws and procedures for the storage and disposal of trash, rubbish, and waste.
- Assumes responsibility for the safe condition of outdoor structures.
- Conducts periodic inspections and tests of all electrical installations in the school to ensure their safe condition.
- Coordinates and works with volunteers in their efforts to beautify Academy grounds.
- Assumes other responsibilities assigned by the Principal.

REQUIREMENTS:*Minimum Requirements:*

- Must be at least 18 years of age.
- High school diploma or equivalent.
- Demonstrate aptitude and competence for assigned responsibilities.
- Ability to work effectively with school personnel and students in a diverse school community.
- Solid record of punctuality.

Desired Requirements:

- Custodial experience in a school setting.
- Experience working with At-Risk students.



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WORK ENVIRONMENT:

While performing duties of this job, employee maybe required to walk, lift up to 100 pounds, climb, bend, reach, and kneel. While performing duties of this job, employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. Tasks may include working alone in the following situations: with ladders of various lengths, with equipment and chemicals, which can be hazardous when not properly handled, and up on rooftops.

TERMS OF EMPLOYMENT:

Pay and work schedule established by CSA and approved by the Academy Board via the annual school operating budget and calendar approval process.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify, and ICHAT clearance.

EVALUATION:

The Principal will evaluate job performance through systematic input from various primary internal and external stakeholders.

STATEMENT OF UNDERSTANDING:

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

Signature of Employee

Date Signed

Printed Name of the Employee

Date Signed

Signature of Supervisor

Date Signed

Printed Name of Supervisor

Date Signed

CUSTODIAN
Job Description

SUPERVISOR: Principal
EMPLOYED BY: Choice Schools Associates, L.L.C.
JOB GOAL: To provide students with a safe, attractive, comfortable, clean and efficient educational setting.

ESSENTIAL PERFORMANCE RESPONSIBILITIES:

- Keeps buildings and premises, including walkways, parking lot and play areas neat and clean at all times.
- Regulates heat, ventilation and air conditioning systems to provide temperatures appropriate for the season and ensures economical usage of fuel, water and electricity.
- Shovels, plows and salts sidewalks, driveways, parking areas and steps, as appropriate.
- Checks daily to ensure exit doors are open and all panic bolts are working properly during the hours of building occupancy.
- Raises the United States flag at or before 8 a.m. on each school day and lowers it at or after 3:30 p.m.
- Sweeps or vacuums classrooms daily; dusts furniture.
- Cleans daily the corridors after school and during the day when the condition requires it.
- Scrubs, hoses down, and disinfects bathroom floors and cleans all sanitary fixtures and drinking fountains on a daily basis.
- Washes all windows on both the inside and outside at least twice each year and more frequently if necessary.
- Keeps the grounds free from rubbish.
- Performs such yard-keeping chores as grass cutting and tree trimming, as necessary, to maintain the school grounds in a safe and attractive condition.
- Maintains all floors in a clean and attractive condition.
- Weekly cleans all chalkboards and marker boards.
- Makes minor building repairs.
- Promptly reports major repairs needed to the Principal.
- Regularly maintains a schedule of all motors and other mechanical equipment requiring scheduled servicing.
- Reports any damage to school property.
- Remains on the school property during school hours and during non-school hours when the use of the building has been authorized and attendance is required by the Principal.
- Assumes responsibility for the opening and closing of the building each school day and for determining that all doors and windows are secured and that all lights, except those left on for safety reasons, are turned off.



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- Keeps an inventory of supplies, equipment and fuel on hand.
- Conducts an ongoing program of general maintenance, upkeep and repair.
- Moves furniture or equipment within buildings as required for various activities and as directed by the Principal.
- Complies with local laws and procedures for the storage and disposal of trash, rubbish and waste.
- Assumes responsibility for the safe condition of outdoor structures.
- Conducts periodic inspections and tests of all electrical installations in the school to ensure their safe condition.
- Coordinates and works with volunteers in their efforts to beautify Academy grounds.
- Assumes other responsibilities assigned by the Principal.

REQUIREMENTS:

Minimum Requirements:

- Must be at least 18 years of age.
- High school diploma or equivalent.
- Demonstrate aptitude and competence for assigned responsibilities.
- Ability to work effectively with school personnel and students in a diverse school community.
- Solid record of punctuality.

Desired Requirements:

- Custodial experience in a school setting.
- Knowledge of and skills working with At-Risk students.

WORK ENVIRONMENT:

While performing duties of this job employee maybe required to walk, lift up to 100 pounds, climb, bend, reach and kneel. While performing duties of this job, employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. Tasks may include working alone in the following situations: with ladders of various lengths, with equipment and chemicals, which can be hazardous when not properly handled, and up on rooftops.

TERMS OF EMPLOYMENT:

Salary and work schedule established by Choice Schools Associates, L.L.C. and approved by the Academy Board via the annual school operating budget and calendar approval process.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify and ICHAT clearance.



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EVALUATION:

The Principal will evaluate job performance through systematic input from various primary internal and external stakeholders.

STATEMENT OF UNDERSTANDING:

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

Signature of Employee

Date Signed

Printed Name of Employee

Date Signed

Signature of Supervisor

Date Signed

Printed Name of Supervisor

Date Signed

EARLY CHILDHOOD SPECIALIST

Job Description

SUPERVISOR: Principal **SUPERVISES:** GSRP staff
CLASSIFICATION: Non-Exempt, part-time
JOB GOAL: To provide consultation and oversight to academy early childhood staff, supporting effective delivery of Early Childhood Education.

ESSENTIAL PERFORMANCE RESPONSIBILITIES:

- Provide onsite consultation and oversight to all early childhood/GSRP programs. Consultation includes curriculum implementation and licensing compliance.
- Assist as teacher mentor for all early childhood/GSRP staff.
- Implement and oversees the GSRP evaluation system, which includes taking the lead in insuring that the systematic, ongoing program evaluation using the Program Quality Assessment (PQA) occurs three times per year at each GSRP site. This includes visiting each GSRP site at least two times per year.
- Provide observation- feedback, recommendations for professional development, and follow-up.
- Work with the teaching team to create meaningful programs quality and child development improvement goals and objectives.
- Keep abreast of developments in curriculum used within Early Childhood Education program, instruction, and regulations and disseminate the information to staff.
- Provide oversight and insure implementation of the Creative Curriculum Development Assessment, including online assessments, in all GSRP programs.
- Provide outcome reports to all schools and CSA management.
- Monitor online assessment software and the contract for the system.
- Monitor grant and licensing regulation compliance in all GSRP education files.
- Ensure compliance with all grant requirements and applicable regulations.
- Assist the CSA grants department with any activities related to the GSRP grant which may include completing the Community Needs Resource Assessment (CNRA), the application for the GSRP grant, the mid-year and year end reports.
- Provide professional development activities in the area of Early Childhood Education to staff, and principals, as needed.
- Provide oversight in the completion of license applications, renewals, and oversee all corrective action plans to insure compliance.
- Other duties as assigned by the principal.

REQUIREMENTS:*Minimum Requirements:*

- A graduate degree in early childhood education or child development.
- Five or more years of relevant job experience preferred.
- Must be able to acquire the knowledge and training in the Early Childhood Standards of Quality for Pre-Kindergarten (ECSQ) and the Program Quality Assessment (PQA), GSRP grant requirements, policies, and procedures, formal training in the full implementation of the curriculum model and the child assessment tool.
- Excellent oral and writing skills.
- Strong organizational skills.
- Attention to detail.
- Skilled in use of Office software including communications software & programs.
- Excellent personal and professional references.

WORK ENVIRONMENT:

While performing duties of this job, the employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. The lighting in the work environment is usually well lit and appropriate for a classroom setting.

TERMS OF EMPLOYMENT:

Salary and work schedule established by Choice Schools Associates LLC and approved by the Academy Board via the annual school operating budget and calendar approval process.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify, and ICHAT clearance.

EVALUATION:

The Principal and designated Choice Schools Associates, L.L.C., employees will evaluate job performance through systematic input from various primary internal and external stakeholders.

STATEMENT OF UNDERSTANDING:

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions, and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

Signature of Employee

Printed Name of the Employee

Signature of Supervisor

Printed Name of Supervisor

Date Signed

Date Signed

Date Signed

Date Signed

**GREAT START READINESS PROGRAM (“GSRP”) ASSOCIATE TEACHER/ INSTRUCTIONAL AIDE
Job Description**

SUPERVISOR:	Principal; under supervision of the GSRP Teacher
EMPLOYED BY:	Choice Schools Associates, L.L.C.
SUPERVISES:	Students, volunteers, assigned support staff, and Code of Student Conduct
CLASSIFICATION:	Non-exempt, Full-time or Part-time
JOB GOAL:	Assist the GSRP Teacher in providing instruction to individual or small groups, carry out appropriate classroom activities and maintain a disruption-free environment.

ESSENTIAL PERFORMANCE RESPONSIBILITIES:

*This position is funded by a grant from MDE and carries the role of “GSRP Associate Teacher” and includes all of the responsibilities stated in the GSRP grant manual.

CURRICULUM & INSTRUCTION

- Assists the GSRP Teacher in preparing classroom or laboratory for instruction.
- Helps the GSRP Teacher collaboratively prepare lesson plans and distribute lesson materials.
- Participates in Team Teaching and instructs students under the supervision of the GSRP Teacher.
- Demonstrates understanding and implementation of the PQA and the teaching practices described therein.
- Demonstrates understanding and implementation of MDE’s Early Childhood Standards of Quality for Prekindergarten.
- Demonstrates understanding and implementation of BCHS Child Care Licensing Rules.
- Follows the Academy approved GSRP curriculum and the GSRP grant policies and procedures as the instructional model.
- Assists the GSRP Teacher in maintaining individual student records when asked.
- Assists the GSRP Teacher in keeping the classroom neat, clean and orderly to provide work and study areas conducive to learning.
- Collects and displays suitable materials for bulletin boards and other educational displays.
- Uses resources effectively to support learning activities in the classroom, the Academy and the community.
- Demonstrates exceptional classroom techniques, which include the art of questioning, clarity of assignments, communicating, an atmosphere of mutual respect, independent thought and expression and student and teacher experiences in large and small groups.
- Effectively implements and uses the Academy-approved screening assessment tool and

ongoing developmental assessment and is able to explain and interpret the information for students' parents.

- Effectively uses home visits to introduce the program and staff to the parent, develop collaboration for the child's learning, and gather, or report, assessment data.

CLASSROOM MANAGEMENT

- Works cooperatively with parents and guardians to enhance confidence in the GSRP Teacher.
- Guides children in working and playing harmoniously with other children.
- Assists GSRP Teachers with supervision of students during play periods and lunch periods.
- Demonstrates genuine concern for students in a climate characterized by high personal and student expectations.
- Promotes responsible citizenship through actions as a role model.
- Provides a classroom atmosphere based on the principles of firm, fair and consistent practices, respect for individual children and development of responsible citizenship.

STUDENT ACQUISITION & RETENTION

- Shares responsibility for marketing the GSRP Program, and the Academy, in the community.

PROFESSIONAL DEVELOPMENT & LEADERSHIP

- Participates in the development of policies and regulations that affect instruction and conditions of success.
- Shares responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy.
- Conducts himself or herself according to professional, ethical principles.
- Displays personal qualities, which reflect favorably upon the individual, the group and the Academy.
- Assumes other responsibilities assigned by the Principal.

FACILITIES

- Assumes responsibility for the orderliness of the learning environment and the appropriate and safe use of instructional facilities and equipment.
- Assumes responsibility for adherence to all licensing regulations and for educating others on the regulations.

REQUIREMENTS:

Minimum Requirements:

- CDA certificate or Associates degree in Early Childhood Development.
- Compliance with all requirements established by the DLARA's BCHS' child care licensing



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- staffing requirements including.
- Ability to communicate with students, staff and guardians.
- Experience in educational setting with school-age children.
- Excellent verbal and written expression using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.
- Strong interpersonal skills.

Desired Requirements:

- Valid State of Michigan Teaching Certificate.
- Knowledge of and skills working with At-Risk students.

WORK ENVIRONMENT:

While performing duties of this job, the employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. The lighting in the work environment is usually well lit and appropriate for a classroom setting.

TERMS OF EMPLOYMENT:

Salary and work schedule established by Choice Schools Associates, L.L.C. and approved by the Academy Board via the annual school operating budget and calendar approval process. This is a grant-funded position subject to grant approval by the local ISD and MDE.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify and ICHAT clearance.

EVALUATION:

The Principal and GSRP Teacher will evaluate job performance through systematic input from various primary internal and external stakeholders.

STATEMENT OF UNDERSTANDING:

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

Signature of Employee

Date Signed



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Printed Name of Employee

Date Signed

Signature of Supervisor

Date Signed

Printed Name of Supervisor

Date Signed

LITERACY COACH

Job Description

SUPERVISOR:	Principal
EMPLOYED BY:	Choice Schools Associates, L.L.C.
SUPERVISES:	Students, Instructional Aides, volunteers, assigned support staff, and Code of Student Conduct.
CLASSIFICATION:	Exempt, Full-time or Part-time
JOB GOAL:	To provide students with a first-class learning experience that contributes to their development as enlightened and responsible citizens and as leaders in their communities, while sharing a commitment to the success of the mission, goals, and objectives of the Academy. This position will support and uphold the mission and vision of the academy.

ESSENTIAL PERFORMANCE RESPONSIBILITIES:

CURRICULUM AND INSTRUCTION

- Accepts responsibility for the achievement of students.
- Helps lead and support reading leadership teams at the school.
- Facilitates study groups for the students.
- Coaches and mentors colleagues.
- Supports and provides initial and ongoing professional development to teachers.
- Works with teachers to ensure that evidence-based reading programs such as comprehensive core reading programs, supplemental reading programs, and comprehensive intervention reading programs are implemented with fidelity.
- Trains teachers in each of the five reading components based on an analysis of the pupil performance data.
- Trains and helps with administering and analyzing instructional assessments.
- Provides training for differentiated instruction and intensive intervention.
- Uses progress monitoring.
- Assists with increasing instructional density in the classrooms to meet the needs of all students.
- Spends time in classrooms as well as with individual students helping with reading lessons.
- Conducts reading assessments, analyzes student achievement data, and develops interventions.
- Uses creative instructional methods and procedures and adapts effectively to unusual situations.

- Uses resources effectively to support learning activities in the classroom, the Academy, and the community.
- Demonstrates exceptional classroom techniques, which include the art of questioning, clarity of assignments, communicating, an atmosphere of mutual respect, independent thought and expression, and student and teacher experiences in large and small groups.

CLASSROOM MANAGEMENT

- Works cooperatively with administration and teachers and generates guardians' confidence.
- Demonstrates genuine concern for students in a climate characterized by high personal and student expectations.
- Promotes responsible citizenship through one's actions as a role model.
- Provides a classroom atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and the development of responsible citizenship.

STUDENT ACQUISITION & RETENTION

- Shares responsibility for marketing the Academy in the community.

PROFESSIONAL DEVELOPMENT & LEADERSHIP

- Participates in the development of policies and regulations that affect instruction and the conditions of success.
- Reads about and communicates new developments and research in reading to administration and classroom teachers.
- Uses technology effectively for instruction, record keeping, communication and other administrative tasks.
- Shares responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy.
- Conducts himself or herself according to professional and ethical principles.
- Continually strives to improve classroom methods, teaching techniques, and interpersonal relationships.
- Displays personal qualities, which reflect favorably upon the individual, the group, and the Academy.
- Displays pride in being an employee and a member of the Academy.
- Assumes other responsibilities assigned by the Principal.

FACILITIES

- Assumes responsibility for the orderliness of the learning environment and the appropriate and safe use of instructional facilities and equipment.



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OTHER

- Assumes other responsibilities assigned by the Principal.

REQUIREMENTS:

Minimum Requirements:

- Valid Michigan teaching certificate with endorsements in appropriate grade and subject levels. Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.
- Bachelor's degree and either advanced coursework in reading or completion of professional development in evidence-based literacy instructional strategies.
- Demonstrated competence as a teacher in all areas of focus.
- Able to use technology as an instructional tool in the classroom as a means of analyzing academic achievement data and as a tool to aid effective communications.
- Excellent verbal and written expression using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.
- Strong interpersonal skills.

Desired Requirements:

- Master's degree.
- Knowledge of, and experience teaching, the academic curriculum.

WORK ENVIRONMENT:

While performing duties of this job, the employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. The lighting in the work environment is usually well lit and appropriate for a classroom setting.

TERMS OF EMPLOYMENT:

Salary and work schedule established by Choice Schools Associates, L.L.C., and approved by the Academy Board via the annual Academy operating budget and calendar approval process.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify and ICHAT clearance.

EVALUATION:

The Principal and designated Choice Schools Associates, L.L.C., employees evaluate job performance through systematic input from various primary internal and external stakeholders.



In our communities everyone thrives.

STATEMENT OF UNDERSTANDING:

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

Signature of Employee

Date Signed

Printed Name of Employee

Date Signed

Signature of Supervisor

Date Signed

Printed Name of Supervisor

Date Signed

Physical Therapist Job Description

SUPERVISOR:	Principal
EMPLOYED BY:	Choice Schools Associates, L.L.C.
CLASSIFICATION:	Exempt, Full-Time or Part-Time
JOB GOAL:	To provide specialized physical therapy services to eligible school students of the academy, evaluating students with motor and/or sensory disabilities in addition to planning and implementing interventions so that these students may access the education curriculum in the least restrictive environment.

ESSENTIAL FUNCTIONS AND RESPONSIBILITIES:

- Assesses students using appropriate evaluation tools including standardized tests, clinical observations, and review of medical and educational reports to determine need for therapy intervention plan.
- Develops and implements individualized therapy programs for qualifying students.
- Documents screenings, evaluations, Individual Education Plans, progress reports, classroom/home programs and other data.
- Provides consultation with classroom teacher and other school staff regarding student's optional function in the school environment.
- Provides classroom programs, instruction in management techniques, adapted equipment, and environmental modifications including the identification of architectural barriers.
- Consults with parents and/or guardians regarding students' therapy programs.
- Adapts, fabricates and maintains specialized equipment required for therapy services or student needs.
- Investigates and recommends types of equipment available to meet student needs, funding sources, and vendor options, including insurance forms and letters of justification.
- Provides in-service training to teachers and other school personnel, as needed, assists with education, orientation and preparation of receiving school staffs and students regarding issues, concerns and information about "inclusion" of exceptional children in regular school and classroom programs.
- Supervises physical therapist assistants.
- Plans, orders and maintains departmental supplies and equipment; maintains records as required.
- Travels between academy locations where students require services.
- Maintains clinical and administrative records in accordance with State Guidelines and school board policy.

- Bills Medicaid and completes random moment in time studies as required by program guidelines.
- Follows MARSE and ISD/RESA rules in regards to physical therapy.
- Uses special education management system for all IEP paperwork and communication.
- Performs other related work as required.

KNOWLEDGE, SKILLS, AND ABILITIES REQUIRED:

- Knowledge of and skills in best practice instruction specific to various disabilities.
- Skills in managing and promoting positive student behavior.
- Skills and abilities in organization, time management, and record keeping.
- Ability to read a variety of correspondences, medical records, educational records, test results, directives, requests, etc.
- Ability to collaborate and communicate effectively with other professionals in a team setting.
- Ability to interact positively and effectively with parents, students, staff, and administrators.
- Ability to maintain confidentiality.

REQUIREMENTS:*Minimum Requirements:*

- Master's Degree.
- Valid State certification with appropriate licenses.
- Demonstrated competence in all areas of focus.
- Physical therapy case reporting and writing skills.
- Ability to coordinate with students, parents, and staff, individually and in groups.
- Excellent verbal and written expression using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.
- Strong interpersonal skills.

Desired Requirements:

- Knowledge of and ability to follow and implement the IEP process.
- Knowledge of and skills working with At-Risk students.

WORK ENVIRONMENT:

While performing duties of this job, the Physical Therapist will be exposed to indoor and outdoor working environments subject to bending, crouching, and kneeling to assist students; pushing/pulling and lifting of recreation equipment; standing/walking for prolonged periods of time; occasional running and jumping; and reaching in all directions. While performing duties of this job, employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate.



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TERMS OF EMPLOYMENT:

Salary and work schedule established by Choice Schools Associates, L.L.C. and approved by the Academy Board via the annual school operating budget and calendar approval process.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify and ICHAT clearance.

EVALUATION:

The Principal and designated Choice Schools Associates, L.L.C. employees evaluate job performance through systematic input from various primary internal and external stakeholders.

STATEMENT OF UNDERSTANDING:

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

Signature of Employee

Date Signed

Printed Name of Employee

Date Signed

Signature of Supervisor

Date Signed

Printed Name of Supervisor

Date Signed

**SCHOOL LEADER (Principal, Head of School, Headmaster)
JOB DESCRIPTION**

SUPERVISOR:	Board Liaison of Choice Schools Associates, L.L.C.
SUPERVISES:	Staff members designated by Choice Schools Associates, L.L.C.
EMPLOYED BY:	Choice Schools Associates, L.L.C.
CLASSIFICATION:	Exempt, Full-time
JOB GOAL:	To provide leadership to ensure the achievement of education, business management, school development, parent involvement, customer service and accountability goals. To create excellent conditions for working and learning and to improve student achievement, parent satisfaction and community support.

ESSENTIAL PERFORMANCE RESPONSIBILITIES:

SCHOOL DEVELOPMENT

- Leads the implementation of activities to meet and exceed the measurable goals for the Academy.
- Prepares or oversees the preparation of reports, lists and all other paperwork for which the Principal is responsible.
- Assumes responsibility for observance of Academy Board policies and regulations.
- Budgets school time to provide for efficient use of time for instruction and business.
- Establishes a master schedule to ensure compliance with instructional time requirements and Academy requirements.
- Leads the ongoing development of the instructional program and student activities program.
- Keeps the Board Liaison of Choice Schools Associates, L.L.C., informed of routine matters related to administration and instruction and events and activities of an unusual nature.
- Serves as an ex officio member of all committees and councils within the Academy and attends meetings as required by Choice Schools Associates, L.L.C.
- Assists with annual Academy development plans consistent with the Academy's Charter Contract.

STUDENT ACHIEVEMENT

- Supervises the maintenance of accurate records of student progress and attendance of students.
- Systematically uses formative assessment data to guide learning and support and drive instruction, curriculum and professional development.

- Provides curriculum that is structured in a manner designed to help the Academy and students achieve the required objectives of the Michigan Academic Standards, state standardized testing requirements, authorizer requirements and federal requirements.

SCHOOL CULTURE AND BEHAVIOR

- Establishes and maintains an effective learning climate in the Academy.
- Maintains active relationships with students and guardians.
- Maintains high standards of student conduct and enforces the Code of Student Conduct firmly, fairly and consistently in total compliance with due process procedures.
- Designs and carries out a comprehensive student activities program to recognize student achievement and to create opportunities for student participation in Academy sponsored organizations.
- Makes arrangements for conferences and facilitates meetings between parents and teachers when needed.
- Creates a school culture in which collaboration and collegiality guide relationships and decision making.
- Provides adequate inventories of real and personal property under his or her jurisdiction for the security and accountability for that property.
- Supervises and evaluates the Academy's extracurricular programs.

MANAGEMENT AND DEVELOPMENT OF PEOPLE, SYSTEMS AND RESOURCES

- Assumes responsibility for professional growth and development through membership and participation in the affairs of professional organizations, through attendance at regional, state and national meetings, enrollment in advanced courses, by reading professional journals and other leadership or management publications and by discussing problems of mutual interest with others in the field.
- Supervises professional, nonprofessional, and administrative staff, and instructional aides.
- Assists in the recruiting, screening, hiring, training, assigning and evaluation of the Academy's staff according to state and Choice Schools Associates, L.L.C. guidelines.
- Follows Criminal History Record Information policies and requirements and serves as the authorized representative.
- Provides comprehensive onboarding plans for new staff and assists in their development.
- Evaluates and counsels all staff members regarding their individual and group performance.
- Conducts staff meetings to keep members informed of policy changes, new programs, etc.
- Recommends the discipline and or removal of an employee whose work performance is unsatisfactory to the Board Liaison of Choice Schools Associates, L.L.C.

- Delegates responsible personnel to assume responsibility for the Academy in the absence of the Principal.

FINANCIAL MANAGEMENT

- Assists in the management and preparation of the Academy's budget.

OPERATIONS

- Supervises the maintenance of all required building records and reports.
- Coordinates all services of the Academy, including transportation, food service, playground supervision and safety, special services, etc.
- Assumes responsibility for the use, safety and administration of the Academy's buildings and grounds.
- Plans and supervises fire drills, tornado drills, the emergency preparedness program and other safety and security regulations.

STUDENT RECRUITMENT AND ADMISSION

- Develops and implements a yearly marketing and recruiting plan to attract students to the Academy.
- Works collaboratively with Choice Schools Associates, L.L.C., and marketing department to develop and implement the marketing and recruiting plan.

COMMUNITY RELATIONS

- Cooperates with college and university officials regarding teacher training and preparation.
- Assumes responsibility for all official Academy correspondence and news releases approved by the Board Liaison of Choice Schools Associates, L.L.C.
- Establishes and maintains relationships with local community groups and individuals to foster understanding and solicit support for overall Academy objectives and programs, interpret Academy Board policies and administrative directives and discuss and resolve individual student problems.

OTHER

- Assumes other responsibilities as assigned by the Board Liaison of Choice Schools Associates, L.L.C.

REQUIREMENTS:*Minimum Requirements:*

- All administrators or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the certification and continuing education requirements as described in MCL 380.1246.



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- Knowledge of and skills working with At-Risk students.
- Ability to use technology as an instructional tool in the classroom, as a means of analyzing academic achievement data and as a tool to aid effective communications.
- Excellent verbal and written communication using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.
- Successful experience as a teacher and/or school leader.
- Strong interpersonal skills.

WORK ENVIRONMENT:

While performing duties of this job the employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. The lighting in the work environment is usually well lit and appropriate for a classroom setting.

TERMS OF EMPLOYMENT:

Salary and work schedule established by Choice Schools Associates, L.L.C., and approved by the Academy Board via the annual Academy operating budget and calendar approval process.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify and ICHAT clearance.

EVALUATION:

The Board Liaison of Choice Schools Associates, L.L.C., and designated Choice Schools Associates, L.L.C., employees evaluate job performance through systematic input from various primary internal and external stakeholders.

STATEMENT OF UNDERSTANDING:

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

Signature of Employee

Date Signed

Printed Name of the Employee

Date Signed

Signature of Supervisor

Date Signed

SCHOOL NUTRITION DIRECTOR

Job Description

SUPERVISOR:	Principal
EMPLOYED BY:	Choice Schools Associates, L.L.C.
SUPERVISES:	School Nutrition Workers
CLASSIFICATION:	Non-exempt, Full-time or Part-time
JOB GOAL:	Supervises all aspects of kitchen and food service operations in order to provide students with a safe, attractive, comfortable, clean and efficient school nutrition program.

ESSENTIAL PERFORMANCE RESPONSIBILITIES:

- Supervises and evaluates food service staff at the Academy.
- Oversees preparation, packaging and distribution of school meals.
- Coordinates with Principal to ensure food service is meeting the needs of the building students and staff.
- Oversees the effective implementation of the Free/Reduced Breakfast/Lunch Program and all associated data collection and MDE reports.
- Coordinates any and all audits/reviews by the County or State.
- Collects cash for reduced-price meals and full-paid meals.
- Submits all claims for reimbursement by NSLP and CACFP; maintains effective data to substantiate all claims.
- Plans and implements special diets for students with documented special meal requirements.
- Evaluates and reports on menu acceptance in compliance with State and Federal regulations.
- Adheres to all district health and safety policies, including all precautions of the Blood borne Pathogens Exposure Control Plan.
- Accounts and reports funds collected for meals for students and adults.
- Maintains food preparation and dining areas at ratings exceeding state standards.
- Maintains food service areas, equipment and furnishings in neat, clean and appealing condition.
- Achieves high levels of customer satisfaction through student participation rates and by student and adult ratings.
- Promptly reports major repairs needed to the Principal.
- Immediately reports any damage to school property to the Principal.
- Keeps an inventory of food, supplies and equipment on hand and makes requisitions to the Principal far enough in advance to sustain a smooth-running and continuous food service program.



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- Works collaboratively with other food service coordinators in the company to establish consistency in service.
- Participates in the hiring process.
- Develops and implements a training program for food service employees.
- Participates in applying for any grants associated with this program.
- Assumes other responsibilities assigned by the Principal.

REQUIREMENTS:

Minimum Requirements:

- Must be at least 18 years of age.
- High school diploma or equivalent.
- Food service experience in an educational setting.
- Ability to read, follow directions and maintain records.
- Ability to work effectively with school personnel and students in a diverse school community.
- Solid record of punctuality.
- United States citizen; ability to communicate in oral and written English.

Desired Requirements:

- Valid ServSafe Certification.
- Knowledge of and skills working with At-Risk students.

WORK ENVIRONMENT:

While performing duties of this job employee maybe required to walk, lift up to 100 pounds, climb, bend, reach and kneel. While performing duties of this job, employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. The lighting in the work environment is usually well lit and appropriate for a lunchroom setting.

TERMS OF EMPLOYMENT:

Salary and work schedule established by Choice Schools Associates, L.L.C. and approved by the Academy Board via the annual school operating budget and calendar approval process.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify and ICHAT clearance.

EVALUATION:

The Principal will evaluate job performance through systematic input from various primary internal and external stakeholders.



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STATEMENT OF UNDERSTANDING:

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

Signature of Employee

Date Signed

Printed Name of Employee

Date Signed

Signature of Supervisor

Date Signed

Printed Name of Supervisor

Date Signed

SCHOOL NUTRITION WORKER

Job Description

SUPERVISOR: School Nutrition Coordinator
EMPLOYED BY: Choice Schools Associates, L.L.C.
JOB GOAL: To provide students with a safe, attractive, comfortable, clean and efficient food service program.

ESSENTIAL PERFORMANCE RESPONSIBILITIES:

- Oversees preparation, packaging and distribution of school meals.
- Collects cash for reduced-price meals and full-paid meals, as assigned.
- Accounts and reports funds collected for meals for students and adults, as assigned.
- Maintains food preparation and dining areas at ratings exceeding state standards.
- Maintains food service areas, equipment and furnishings in neat, clean and appealing condition.
- Achieves high levels of customer satisfaction through student participation rates and by student and adult ratings.
- Promptly reports major repairs needed to the Food Service Coordinator.
- Immediately reports any damage to school property to the Food Service Coordinator.
- Keeps an inventory of food, supplies and equipment on hand and makes requisitions to the Food Service Coordinator far enough in advance to sustain a smooth-running and continuous food service program.
- Demonstrates a basic understanding of, and ability to, implement County Health regulations and MDE School Nutrition Policies/Procedures relative to their work assignments.
- Assumes other responsibilities assigned by the Food Service Coordinator or Principal.

REQUIREMENTS:

Minimum Requirements:

- Must be at least 18 years of age.
- High school diploma or equivalent.
- Food service experience in an educational setting.
- Ability to read, follow directions and maintain records.
- Ability to work effectively with school personnel and students in a diverse school community.
- Solid record of punctuality.

Desired Requirements:

- Valid ServSafe Certification.



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- Knowledge of and skills working with At-Risk students.

WORK ENVIRONMENT:

While performing duties of this job employee maybe required to walk, lift up to 100 pounds, climb, bend, reach and kneel. While performing duties of this job, employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. The lighting in the work environment is usually well lit and appropriate for a lunchroom setting.

TERMS OF EMPLOYMENT:

Salary and work schedule established by Choice Schools Associates, L.L.C. and approved by the Academy Board via the annual school operating budget and calendar approval process.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify and ICHAT clearance.

EVALUATION:

The Food Service Coordinator and the Principal will evaluate job performance through systematic input from various primary internal and external stakeholders.

STATEMENT OF UNDERSTANDING:

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

Signature of Employee

Date Signed

Printed Name of Employee

Date Signed

Signature of Supervisor

Date Signed

Printed Name of Supervisor

Date Signed

School Psychologist Job Description

SUPERVISOR:	Principal
EMPLOYED BY:	Choice Schools Associates, L.L.C.
CLASSIFICATION:	Exempt, Full-Time or Part-Time
JOB GOAL:	To provide specialized psychological therapy services to eligible school students of the academy, evaluating students with learning, emotional, or behavioral issues, in addition to offering counseling and helping teachers and families create independent education plans.

ESSENTIAL FUNCTIONS AND RESPONSIBILITIES:

- Assess students for potential psychological concerns and make eligibility recommendations following the MARSE Rules and ISD/RESA guidelines, if applicable.
- Develop special education plans based on data.
- Networking with teachers and families to create Section 504 plans and Individualized Education Plans (IEPs) that help ensure success for students who have disabilities.
- Counseling students and parents while pointing them toward further resources when needed.
- Collaborating with the special education team to design and implement intervention strategies and programs.
- Administering therapy to children with developmental, learning or behavioral delays.
- Analyzing and treating school children using psychoanalytic and cognitive behavioral therapy (CBT) techniques.
- Maintaining strict confidentiality regarding student health and academic records.

KNOWLEDGE, SKILLS, AND ABILITIES REQUIRED:

- Knowledge of and skills in best practice instruction specific to various disabilities.
- Skills in managing and promoting positive student behavior.
- Skills and abilities in organization, time management, and record keeping.
- Ability to read a variety of correspondences, medical records, educational records, test results, directives, requests, etc.
- Ability to collaborate and communicate effectively with other professionals in a team setting.
- Ability to interact positively and effectively with parents, students, staff, and administrators.
- Ability to maintain confidentiality.
- Ability to use the special education system to write IEPs and document in the system.
- Lead eligibility meetings.
- Bill Medicaid and complete Random Moments in Time

REQUIREMENTS:*Minimum Requirements:*

- Master's Degree.
- Valid Michigan school psychology license.
- Demonstrated competence in all areas of focus, including child and school psychology.
- Case reporting and writing skills.
- Ability to coordinate with students, parents, and staff, individually and in groups.
- Excellent verbal and written expression using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.
- Strong interpersonal skills.

Desired Requirements:

- Knowledge of and ability to follow and implement the IEP process.
- Knowledge of and skills working with At-Risk students.

WORK ENVIRONMENT:

While performing duties of this job, the Physical Therapist will be exposed to indoor and outdoor working environments subject to bending, crouching, and kneeling to assist students; standing/walking for prolonged periods of time; and reaching in all directions. While performing duties of this job, employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate.

TERMS OF EMPLOYMENT:

Salary and work schedule established by Choice Schools Associates, L.L.C. and approved by the Academy Board via the annual school operating budget and calendar approval process.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify and ICHAT clearance.

EVALUATION:

The Principal and designated Choice Schools Associates, L.L.C. employees evaluate job performance through systematic input from various primary internal and external stakeholders.

STATEMENT OF UNDERSTANDING:

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.



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Signature of Employee

Date Signed

Printed Name of Employee

Date Signed

Signature of Supervisor

Date Signed

Printed Name of Supervisor

Date Signed

SCHOOL SOCIAL WORKER

Job Description

SUPERVISOR:	Principal
EMPLOYED BY:	Choice Schools Associates, L.L.C.
CLASSIFICATION:	Exempt, Full-time
JOB GOAL:	To promote understanding of the emotional and social development of children and the influences of family, community, and cultural differences on student success, along with the implementation of effective intervention strategies. This position will support and uphold the mission and vision of the academy.

ESSENTIAL PERFORMANCE RESPONSIBILITIES:

- Conducts assessments and evaluations in accordance with family and student rights.
- Uses student, family, and school assessment results to identify needs that affect student learning.
- Provides social work counseling to students and parents.
- Provides psycho-social assessment and diagnosis of behavior disabilities with recommendations and/or environmental manipulations at the school, home, and/or community with periodic reevaluations.
- Evaluates transcripts; participates, as requested, in planning, implementation and follow-up phases of proficiency testing.
- Participates in Child Study Process and Individual Education Program ("IEP") process as required.
- Makes referral to public or private agencies with appropriate follow-up.
- Serves as a liaison between school, family, and community resources.
- Serves as a source of information regarding community resources.
- Participates in case conferences involving cooperation with other pupil personnel workers, school personnel, and community agencies.
- Acts as a consultant to resolve problems concerning issuance of credits.
- Works with students on an individual basis in seeking solution to personal problems related to such areas as home and family relations, health, and emotional adjustment.
- Participates in the development of policies and regulations that affect instruction and conditions of success.
- Works cooperatively with the Health Education Teachers to carry out the Academy's sex education program.

- Provides in-service training for staff in guidance programs and in student conflict resolution and self-awareness programs.
- Conforms to the National Association of Social Work (NASW) Code of Ethics, and Standards for School Social Work practice.
- Assumes responsibility for the orderliness of the learning environment and the appropriate and safe use of instructional facilities and equipment.
- Maintains and administers the student records system according to the Academy, state, and federal regulations and protects the system's confidentiality.
- Organizes time, resources, energy, and workload in order to meet responsibilities.
- Participates in appropriate professional development activities to improve knowledge and skills.
- Assumes other responsibilities assigned by the Principal.

REQUIREMENTS:*Minimum Requirements:*

- Valid state certificate as School Counselor, or School Social Worker.
- Approval issued through the Office of Special Education.
- Demonstrated competence in all areas of focus.
- Social work case reporting and writing skills.
- Ability to counsel students, parents, and staff, individually and in groups.
- Excellent verbal and written expression using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.
- Strong interpersonal skills.

Desired Requirements:

- Knowledge of and ability to follow and implement the IEP process.
- Knowledge of and skills working with At-Risk students.

WORK ENVIRONMENT:

While performing duties of this job, the School Social Worker will be exposed to indoor and outdoor working environments subject to bending, crouching, and kneeling to assist students; pushing/pulling and lifting of recreation equipment; standing/walking for prolonged periods of time; occasional running and jumping; and reaching in all directions. While performing duties of this job, employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate.

TERMS OF EMPLOYMENT:

Salary and work schedule established by Choice Schools Associates, L.L.C. and approved by the Academy Board via the annual school operating budget and calendar approval process.



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LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify and ICHAT clearance.

EVALUATION:

The Principal and designated Choice Schools Associates, L.L.C. employees evaluate job performance through systematic input from various primary internal and external stakeholders.

STATEMENT OF UNDERSTANDING:

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

Signature of Employee

Date Signed

Printed Name of Employee

Date Signed

Signature of Supervisor

Date Signed

Printed Name of Supervisor

Date Signed

SPECIAL EDUCATION TEACHER

Job Description

SUPERVISOR:	Principal
EMPLOYED BY:	Choice Schools Associates, L.L.C.
SUPERVISES:	Students, Instructional Aides, volunteers, assigned support staff and Code of Student Conduct.
CLASSIFICATION:	Exempt, Full-time or Part-time
JOB GOAL:	To provide students with a first class learning experience, contributing to their development as enlightened and responsible citizens and as leaders in their communities, while sharing a commitment to the success of the mission, goals and objectives of the Academy.

ESSENTIAL PERFORMANCE RESPONSIBILITIES:

CURRICULUM & INSTRUCTION

- Accepts responsibility for the achievement of students.
- Implements the program outlined in the student's Individualized Education Program ("IEP") in the least restrictive environment.
- Prepares for annual IEPs in a timely manner (completing forms, sending invitations to attendees and scheduling meetings).
- Prepares for three-year re-evaluations in a timely manner (testing, completing forms, sending invitations to attendees and scheduling of meeting times).
- Demonstrates ability to write effective Behavior Plans.
- Guides the learning process toward achievement of curriculum goals and implementation of personal learning plans of students.
- Demonstrates effective planning and organization for instruction.
- Selects appropriate materials for implementation of the curriculum and adapts materials and methods to learning styles and abilities of students.
- Uses creative instructional methods and procedures and adapts effectively to unusual situations.
- Motivates students to achieve at their highest level of ability and potential through classroom activities, assignments, relationships, participation and feedback; holds high expectations and demonstrates sensitivity to different learning styles.
- Works cooperatively with teachers to incorporate the Academy's inclusion model.
- Uses resources effectively to support learning activities in the classroom, the Academy and the community.

- Demonstrates exceptional classroom techniques, which include the art of questioning, clarity of assignments, communicating, an atmosphere of mutual respect, independent thought and expression and student and teacher experiences in large and small groups.

MAINTAIN STUDENT RECORDS

- Evaluates all student records for current IEP needs as records arrive.
- Maintains accurate special education student records as required by law and local policy.

CLASSROOM MANAGEMENT

- Works cooperatively with parents and generates parents' confidence.
- Maintains a comfortable learning environment for students whether in a pullout situation or mainstream setting.
- Demonstrates genuine concern for students in a climate characterized by high personal and student expectations.
- Promotes good citizenship through actions as a role model.
- Provides a classroom atmosphere based on the principles of firm, fair and consistent practices, respect for individual children and development of responsible citizenship.

STUDENT ACQUISITION & RETENTION

- Shares responsibility for marketing the Academy in the community.

PROFESSIONAL DEVELOPMENT & LEADERSHIP

- Participates in the development of policies and regulations that affect instruction and conditions of success.
- Works with classroom teachers to provide resources and training to best meet student IEP needs.
- Uses technology effectively for instruction, record keeping, administrative tasks and communications.
- Shares responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy.
- Conducts himself or herself according to professional, ethical principles.
- Continually strives to improve classroom methods, teaching techniques and interpersonal relationships.
- Displays personal qualities, which reflect favorably upon the individual, the group and the Academy.
- Displays pride in being a teacher and a member of the Academy.

FACILITIES

- Assumes responsibility for the orderliness of the learning environment and the appropriate and safe use of instructional facilities and equipment.



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OTHER

- Assumes other responsibilities assigned by the Principal.

REQUIREMENTS:

Minimum Requirements:

- Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.
- Demonstrated competence as a teacher in all areas of focus.
- Ability to use technology as an instructional tool in the classroom, as a means of analyzing academic achievement data and as a tool to aid effective communications.
- Excellent verbal and written expression using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.
- Strong interpersonal skills.

Desired Requirements:

- Knowledge of and skills working with At-Risk students.

WORK ENVIRONMENT:

While performing duties of this job the employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. The lighting in the work environment is usually well lit and appropriate for a classroom setting.

TERMS OF EMPLOYMENT:

Salary and work schedule established by Choice Schools Associates, L.L.C., and approved by the Academy Board via the annual Academy operating budget and calendar approval process.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify and ICHAT clearance.

EVALUATION:

The Principal and designated Choice Schools Associates, L.L.C., employees evaluate job performance through systematic input from various primary internal and external stakeholders.

STATEMENT OF UNDERSTANDING:

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.



In our communities everyone thrives.

Signature of Employee

Date Signed

Printed Name of the Employee

Date Signed

Signature of Supervisor

Date Signed

Printed Name of Supervisor

Date Signed

**Student Advocate
Job Description**

SUPERVISOR: Principal
EMPLOYED BY: Choice Schools Associates, L.L.C.
CLASSIFICATION: Exempt or non-exempt, Full-time or part-time
JOB GOAL: Provide guidance and advocacy to students to ensure they meet academic and behavioral requirements to move to the next grade level and provide safety and security for all students and families. This position will support and uphold the mission and vision of the academy.

ESSENTIAL PERFORMANCE RESPONSIBILITIES:

- Communicates accurately and timely with students and their families to ensure a continuous school-family partnership exists.
- Linking students and their families to school and community resources.
- Evaluate student progress including attendance, academic, and behavioral data.
- Coordinate with community partners to build resources.
- Use restorative justice process to focus on repairing harm through inclusive processes that engage all stakeholders-shifting the focus of discipline from punishment to learning from the individual to the community.
- Makes home visits to obtain information about students.
- Keep accurate and timely records of student information in PowerSchool, as well as parent, staff, and community contacts.
- Participate in stakeholder conferences to develop student action plans.
- Assist with the supervision of students during instructional and non-instructional time.
- Supports a positive school climate while interacting with students, families, staff and community members.
- Guides children in working and playing harmoniously and safely with other children.
- Maintain confidentiality when dealing with students, families, staff, and community members.
- Perform moderate to extensive physical activity including frequent standing or walking.
- Facilitate social and emotional growth with students.
- Improve professional competence through professional development.
- Provides an atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and development of responsible citizenship.
- Implements proactive behavior and learning strategies under the direction of the classroom teacher.
- Assumes other duties as assigned by the Principal.

PROFESSIONAL DEVELOPMENT & LEADERSHIP:

- Participates in regularly scheduled meetings and sharing of relevant information.
- Shares responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy.
- Conducts himself or herself according to professional, ethical principles.
- Displays personal qualities, which reflect favorably upon the individual, the group, and the Academy.

REQUIREMENTS:*Minimum Requirements:*

- Associate's degree.
- Excellent verbal and written communication skills.
- Ability to work effectively with school personnel and students in a diverse school community.
- Solid record of punctuality.
- Excellent organizational and leadership skills.
- Knowledge and skills working with At-Risk students.

Desired Requirements:

- Bachelor's degree.

WORK ENVIRONMENT:

While performing duties of this job, the employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. The lighting in the work environment is usually well lit and appropriate for a classroom setting.

TERMS OF EMPLOYMENT:

Salary and work schedule established by Choice Schools Associates, L.L.C., approved by the Academy Board via the annual school operating budget and calendar approval process.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify, and ICHAT clearance.

EVALUATION:

The Principal and designated Choice Schools Associates, L.L.C., employees evaluate job performance through systematic input from various primary internal and external stakeholders.



In our communities everyone thrives.

STATEMENT OF UNDERSTANDING:

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

Signature of Employee

Date Signed

Printed Name of the Employee

Date Signed

Signature of Supervisor

Date Signed

Printed Name of Supervisor

Date Signed

Student Supervision Aide

Job Description

SUPERVISOR:	Principal
EMPLOYED BY:	CSA
CLASSIFICATION:	Non-exempt, Full-time or Part-time
JOB GOAL:	To provide safe, clean, and constant supervision of students during school hours and at other times assigned by the Principal. This position will support and uphold the mission and vision of the academy.

ESSENTIAL PERFORMANCE RESPONSIBILITIES:

- Enforces the school policies and procedures.
- Utilizes appropriate disciplinary procedures and techniques in accordance with the school site discipline plan.
- Responsible for all safety rules and their enforcement on school grounds.
- Have knowledge of all emergency procedures.
- Responsible for work area (i.e. sweeping and removing trash).
- Maintains open lines of communication with all staff.
- Maintains awareness of, and implements, all site playground rules and regulations.
- Supervises and monitors students during assigned playground, hallway and lunchroom supervision periods.
- Reports any unsafe playground conditions, including equipment, to the Principal immediately.
- Keeps the school grounds free from rubbish.
- Keeps lunchroom floors in a clean and attractive condition.
- Assumes responsibility for the safe condition of outdoor structures.
- Assumes other responsibilities assigned by the Principal.

REQUIREMENTS:

Minimum Requirements:

- Must be at least 18 years of age.
- High school diploma or equivalent.
- Must have a clean background check.
- Passed a physical exam to certify being in good health and drug free.
- Demonstrates aptitude and competence for assigned responsibilities.



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- Ability to work effectively with school personnel and students in a diverse school community.
- Solid record of punctuality.
- United States citizen, able to communicate in oral and written English.

Desired Requirements:

- Experience working with At-Risk students.

WORK ENVIRONMENT:

While performing duties of this job, it is an indoor and outdoor working environment subject to bending, crouching, and kneeling to assist students; pushing/pulling and lifting of recreation equipment; standing/walking for prolonged periods of time; occasional running and jumping; and reaching in all directions. While performing duties of this job, employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate.

TERMS OF EMPLOYMENT:

Salary and work schedule established by CSA and approved by the Academy Board via the annual school operating budget and calendar approval process.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify, and ICHAT clearance.

EVALUATION:

The Principal and designated CSA employees evaluate job performance through systematic input from various primary internal and external stakeholders.

STATEMENT OF UNDERSTANDING:

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

Signature of Employee

Date Signed



In our communities everyone thrives.

Printed Name of Employee

Date Signed

Signature of Supervisor

Date Signed

Printed Name of Supervisor

Date Signed

Teacher Assistant

Job Description

SUPERVISOR:	Principal, under the supervision of the classroom Teacher
EMPLOYED BY:	Choice Schools Associates, L.L.C.
SUPERVISES:	Students, volunteers, assigned support staff, and Code of Student Conduct
CLASSIFICATION:	Non-exempt, Full-time or Part-time
JOB GOAL:	Assist the classroom Teacher in providing instruction to individual or small groups, carry out appropriate classroom activities and maintain a disruption-free environment.

ESSENTIAL PERFORMANCE RESPONSIBILITIES:

CURRICULUM & INSTRUCTION

- Assists the classroom Teacher in preparing classroom or laboratory for instruction.
- Helps the classroom Teacher prepare and distribute lesson materials.
- Instructs students under supervision of the classroom Teacher.
- Assists the classroom Teacher in maintaining individual student records when asked.
- Assists the classroom Teacher in keeping the classroom neat, clean and orderly to provide work and study areas conducive to learning.
- Uses resources effectively to support learning activities in the classroom, the Academy and the community.
- Demonstrates exceptional classroom techniques, which include the art of questioning, clarity of assignments, communicating an atmosphere of mutual respect, independent thought and expression and student and classroom Teacher experiences in large and small groups.

CLASSROOM MANAGEMENT

- Works cooperatively with parents' and generates guardians' confidence in the classroom Teacher.
- Guides children in working and playing harmoniously with other children.
- Demonstrates genuine concern for students in a climate characterized by high personal and student expectations.
- Promotes responsible citizenship through actions as a role model.
- Provides a classroom atmosphere based on the principles of firm, fair and consistent practices, respect for individual children and development of responsible citizenship.

STUDENT ACQUISITION & RETENTION

- Shares responsibility for marketing the Academy in the community.

PROFESSIONAL DEVELOPMENT & LEADERSHIP

- Participates in the development of policies and regulations that affect instruction and conditions of success.
- Shares responsibility for professional, cooperative staff relations and out-of-class activities important to the operation of the Academy.
- Conducts himself or herself according to professional, ethical principles.
- Displays personal qualities, which reflect favorably upon the individual, the group and the Academy.
- Assumes other responsibilities assigned by the Principal.

FACILITIES

- Assumes responsibility for the orderliness of the learning environment and the appropriate and safe use of instructional facilities and equipment.

OTHER

- Assumes other responsibilities assigned by the Principal.

REQUIREMENTS:*Minimum Requirements:*

- Complete at least two years of study at an institution of higher education (equal to 60 semester hours); or obtain an associate's degree (or higher); or meet a rigorous standard of quality and demonstrate, through a formal state or local academic assessment:
 - Knowledge of and the ability to assist in, instructing reading, writing and mathematics; or
 - Knowledge of and the ability to assist in, instructing reading readiness, writing readiness and mathematics readiness, as appropriate.
- Ability to communicate with students, staff and guardians in a professional manner.
- Excellent verbal and written expression using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.
- Strong interpersonal skills.

Desired Requirements:

- Valid State of Michigan Teaching Certificate.
- Knowledge of and skills working with At-Risk students.
- Experience in educational setting with school-age children.



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WORK ENVIRONMENT:

While performing duties of this job the employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. The lighting in the work environment is usually well lit and appropriate for a classroom setting.

TERMS OF EMPLOYMENT:

Salary and work schedule established by Choice Schools Associates, L.L.C. and approved by the Academy Board via the annual school operating budget and calendar approval process.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify and ICHAT clearance.

EVALUATION:

The Principal and classroom Teacher will evaluate job performance through systematic input from various primary internal and external stakeholders.

STATEMENT OF UNDERSTANDING:

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

Signature of Employee

Date Signed

Printed Name of Employee

Date Signed

Signature of Supervisor

Date Signed

Printed Name of Supervisor

Date Signed

TEACHER

Job Description

SUPERVISOR:	Principal
EMPLOYED BY:	Choice Schools Associates, L.L.C.
SUPERVISES:	Students, Instructional Aides, volunteers, assigned support staff, and Code of Student Conduct.
JOB GOAL:	To provide students with a first-class learning experience that contributes to their development as enlightened and responsible citizens and as leaders in their communities, while sharing a commitment to the success of the mission, goals, and objectives of the Academy. This position will support and uphold the mission and vision of the academy.

ESSENTIAL PERFORMANCE RESPONSIBILITIES:

CURRICULUM & INSTRUCTION

- Accepts responsibility for the achievement of students.
- Guides the learning process toward achievement of curriculum goals and implementation of personal learning plans of students.
- Demonstrates effective planning and organization for instruction.
- Selects appropriate materials for implementation of the curriculum and adapts materials and methods to the learning styles and abilities of students.
- Uses creative instructional methods and procedures and adapts effectively to unusual situations.
- Motivates students to achieve at their highest level of ability and potential through classroom activities, assignments, relationships, participation and feedback; holds high expectations and demonstrates sensitivity to different learning styles.
- Uses resources effectively to support learning activities in the classroom, the Academy and the community.
- Demonstrates exceptional classroom techniques, which include the art of questioning, clarity of assignments, communicating, an atmosphere of mutual respect, independent thought and expression and student and teacher experiences in large and small groups.

CLASSROOM MANAGEMENT

- Works cooperatively with guardians and generates guardians' confidence.
- Demonstrates genuine concern for students in a climate characterized by high personal and student expectations.
- Promotes responsible citizenship through one's actions as a role model.

- Provides a classroom atmosphere based on the principles of firm, fair and consistent practices, respect for individual children and the development of responsible citizenship.

STUDENT ACQUISITION & RETENTION

- Shares responsibility for marketing the Academy in the community.

PROFESSIONAL DEVELOPMENT & LEADERSHIP

- Participates in the development of policies and regulations that affect instruction and the conditions of success.
- Uses technology effectively for instruction, record keeping, communication and other administrative tasks.
- Shares responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy.
- Conducts himself or herself according to professional and ethical principles.
- Continually strives to improve classroom methods, teaching techniques and interpersonal relationships.
- Displays personal qualities, which reflect favorably upon the individual, the group and the Academy.
- Displays pride in being a teacher and a member of the Academy.
- Assumes other responsibilities assigned by the Principal.

FACILITIES

- Assumes responsibility for the orderliness of the learning environment and the appropriate and safe use of instructional facilities and equipment.

OTHER

- Assumes other responsibilities assigned by the Principal.

REQUIREMENTS:*Minimum Requirements:*

- Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.
- Demonstrated competence as a teacher in all areas of focus.
- Ability to use technology as an instructional tool in the classroom, as a means of analyzing academic achievement data and as a tool to aid effective communications.
- Excellent verbal and written expression using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.
- Strong interpersonal skills.



Desired Requirements:

- Knowledge of and skills working with At-Risk students.

WORK ENVIRONMENT:

While performing duties of this job the employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. The lighting in the work environment is usually well lit and appropriate for a classroom setting.

TERMS OF EMPLOYMENT:

Salary and work schedule established by Choice Schools Associates, L.L.C., and approved by the Academy Board via the annual Academy operating budget and calendar approval process.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify and ICHAT clearance.

EVALUATION:

The Principal and designated Choice Schools Associates, L.L.C., employees evaluate job performance through systematic input from various primary internal and external stakeholders.

STATEMENT OF UNDERSTANDING:

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

Signature of Employee

Date Signed

Printed Name of Employee

Date Signed

Signature of Supervisor

Date Signed

Printed Name of Supervisor

Date Signed

Transportation Supervisor Job Description

SUPERVISOR:	Principal
EMPLOYED BY:	CSA
CLASSIFICATION:	Non-exempt, Full-time or Part-time
JOB GOAL:	To enable each student, through safe and efficient transportation, to take full advantage of the complete range of curricular and extra-curricular activities offered by the Academy. This position will support and uphold the mission and vision of the academy.

ESSENTIAL PERFORMANCE RESPONSIBILITIES:

- Plans, organizes and directs pupil transportation, vehicle maintenance and inspection for the school.
- Rides each bus and learn all routes; establishes loading and unloading procedures.
- Drives a school bus safely in accordance with time schedules for transporting students to and from their homes, a variety of school sites, and on field trips as needed.
- Maintains a current district map and a current roster of pupils transported. Prepares all reports applicable to the transportation department, i.e., route descriptions, pick up/drop off points, pupils--grade, bus number, and so forth utilizing the Academy's software.
- Works closely with the Michigan State Police inspector and is in attendance during annual inspections.
- Maintains cost records on all vehicles, including gasoline, parts, labor, and inspections.
- Supervises and maintains a current inventory of supplies and materials related to Academy transportation materials.
- Plans and leads all aspects of parent information meetings in regard to transportation.
- Ensures Bus Drivers and all transportation staff maintain all required qualifications as defined by law and Academy Board policy.
- Participates in workshops and seminars for the purpose of increasing performance, safety, and efficiency in the transportation department.
- Keeps maintenance records for all buses utilizing the Academy's software.
- Schedules routine maintenance of buses.
- Arranges for and/or conducts periodic driver safety meetings for all Bus Drivers.
- Arranges for and/or conduct emergency drills relevant to transportation situations.
- Responds to inquiries and concerns in a timely manner.
- Assists in the interviewing and hiring process for all Bus Drivers, including substitute drivers.

- Arranges for substitute drivers. In the instance that a substitute driver cannot be secured, personally drive the bus to maintain adequate coverage.
- Assists in the seamless delivery of transportation services while bus is being managed by a substitute driver.
- Represents the school in a positive and professional manner.
- In collaboration with the Principal, supervises assigned Bus Drivers, conduct performance evaluations, and make recommendations for appropriate employment actions.
- Assists the Principal in the development of policies and procedures for transportation services.
- Sets high standards and expectations and promote professional growth for self and others.
- Uses appropriate styles and methods to motivate, gain commitment, and facilitate task accomplishment
- Advises the Principal on matters of student discipline.
- Performs other duties and responsibilities assigned by the Principal.

REQUIREMENTS:*Minimum Requirements:*

- Must be at least 18 years of age.
- High school diploma or equivalent.
- Meet all requirements by the Department of Transportation and Michigan Department of Education for school bus drivers.
- Valid Driver's License.
- Reputation for self-control and sound interpersonal skills.
- Able to use technology as a tool for scheduling bus routes and as a tool to aid an effective communication with stakeholders.
- Exemplary work habits verified by previous employer.
- Exemplary driving record.
- Satisfactory criminal background check and drug screening.
- Solid record of punctuality.

Desired Requirements:

- Experience in transportation management preferred.
- Knowledge of school bus traffic laws, safety, mechanics, and routing preferred.



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WORK ENVIRONMENT:

While performing duties of this job, the employee is exposed to weather conditions and road hazards prevalent at the time. The noise level in the work environment is usually moderate.

TERMS OF EMPLOYMENT:

Salary and work schedule established by CSA and approved by the Academy Board via the annual school operating budget and calendar approval process.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify, and ICHAT clearance.

EVALUATION:

The Principal and designated CSA employees evaluate job performance through systematic input from various primary internal and external stakeholders.

STATEMENT OF UNDERSTANDING:

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

Signature of Employee

Date Signed

Printed Name of Employee

Date Signed

Signature of Supervisor

Date Signed

Printed Name of Supervisor

Date Signed

MANAGEMENT SERVICES AGREEMENT

This Amended and Restated Management Services Agreement (the "Agreement") is made and entered into as of the 1st day of July 1, 2021, by and between Choice Schools Associates, L.L.C., a Michigan limited liability company ("CSA"), and the Three Oaks Public School Academy (the "Academy"), a body corporate and public school academy organized under Part 6A of the Michigan Revised School Code (the "Code").

1 **WHEREAS**, the Academy operates pursuant to a charter contract (the "Contract") issued by the BMCC Community College Board of Trustees (Bay Mills); and

2 **WHEREAS**, the Academy operates as a public school academy under the direction of the Academy Board (the "Board"); and

3 **WHEREAS**, CSA is a limited liability company providing educational and managerial services to public school academies that has the ability to implement a comprehensive educational program and management methodologies for the Academy; and

4 **WHEREAS**, the Academy desires to engage CSA to perform certain services related to the Academy's educational program and operations,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I

CONTRACTUAL RELATIONSHIP

A. **Academy Authority.** The Academy has been granted the Contract by BMCC to organize and operate a public school academy, together with the powers necessary or desirable for carrying out the educational program set forth in the Contract. The Academy is authorized by law to contract with a private entity to provide educational management services, provided that no provision of such a contract shall be effective if it would prohibit the Board from acting as an independent, self-governing public body, allow public decisions to be made other than in compliance with the Open Meetings Act, or interfere with the Board's constitutional duty to exercise its statutory, contractual and fiduciary obligations governing the operation of the Academy.

B. **Delegated Authority.** Acting under and in the exercise of such authority, the Academy hereby engages CSA, to the extent permitted by law, to perform specified functions relating to the provision of educational services and the management and operation of the Academy; provided, however, that this Agreement is subject to all the terms and conditions of the Contract. The Contract shall be deemed incorporated herein by this reference. In the event of any inconsistency between provisions of this Agreement and provisions of the Contract, the provisions of the Contract shall prevail.

C. **Status of the Parties.** CSA is a limited liability company of Michigan and is not a division or a part of the Academy. The Academy is a body corporate and governmental entity authorized by the Code and is not a division or part of CSA. The relationship between CSA and the Academy is based solely on the terms of this Agreement. The parties to this Agreement intend that the relationship between them is that of an independent contractor, not an employee-employer relationship. The relationship between the parties was developed and entered into through arm's length negotiations and is based solely on the terms of this Agreement. Except as otherwise expressly designated by written agreement of the parties with consent from anyone whose consent is required by law or contract, no agent, officer or employee of the Academy shall be determined to be an agent or employee of CSA and no agent, officer or employee of CSA shall be determined to be an agent or employee of the Academy. The Academy will be solely responsible for its acts and omissions and the acts and omissions of its agents, officers and employees and CSA will be solely responsible for its acts and omissions and the acts and omissions of its agents, officers, employees and subcontractors.

ARTICLE II

TERM

A. **Term.** This Agreement shall become effective July 1, 2021 and shall cover eight academic years commencing on July 1, 2021 and ending on June 30, 2029, subject to a continued Contract from BMCC and continued state per capita funding.

B. **Revocation or Termination of Contract.** If the Academy's Contract issued by the BMCC Community College Board of Trustees is revoked, terminated or a new charter contract is not issued to the Academy after expiration of the Academy's Contract, this Agreement shall automatically terminate on the same date as the Academy's Contract is revoked, terminated, or expires without further action of the parties. In the event that a reconstitution of the Academy's Contract includes measures that require cancelling of the Agreement, this Agreement shall automatically terminate on the same date as the effective date of the reconstitution of the Academy's Contract.

C. **Reconstitution of Contract.** In the event that the Academy is required (i) to close an Academy site pursuant to notice issued by the School Reform/Redesign Officer under the Code; or (ii) to undergo reconstitution pursuant to the Code, and the Contract Terms and Conditions, and such a closure of an Academy site or reconstitution causes an amendment to or termination of this Agreement, the parties agree that this Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy, and CSA shall have no recourse against the Academy or the University Board for implementing such a site closure or reconstitution.

ARTICLE III

FUNCTIONS OF CSA

A. **Responsibility.** CSA shall be responsible for the management, operation, administration, and education at the Academy, consistent with Board Policy, the Contract and applicable law. Such functions include, but are not limited to:

Three Oaks ESP Agreement 2021

1. Implementation and administration of the Educational Program and curriculum contained in the Contract;
2. Marketing and communication plan development for board approval, the cost of implementation shall be the Academy's responsibility;
3. Budget preparation and financial management services
4. Management of accounting and bookkeeper services. The software costs associated with financial record keeping and reporting shall be the Academy's responsibility;
5. Risk mitigation;
6. Acquisition of instructional and non-instructional material, equipment and supplies, the cost of which shall be the Academy's responsibility;
7. Selection, employment and supervision of all teachers and staff and the personnel management services (recordkeeping, wage and benefits administration, training and technical assistance) necessary to support those employees;
8. Food service oversight;
9. Transportation oversight;
10. Facilities management, including assistance in securing funding sources and advisors for facility improvement;
11. Preparation and timely submission of required BMCC, local, state and federal reports;
12. Information and technology system oversight;
13. Preparation of applications and reports for State and Federal grants;
14. Oversight of school building operations;
15. Preparation and implementation of administrative guidelines supporting board policy, including student codes of conduct;
16. Provision of special education programs and services to eligible students who attend the Academy in conformity with the requirements of state and federal laws and applicable regulations and policies.

B. **Educational Goals and Program.** CSA shall implement the educational goals and programs set forth in the Contract, including but not limited to methods of pupil assessment, admission policy and criteria, school calendar and school day schedule, age and grade classifications or pupils to be enrolled, and methods to be used to monitor performance towards targeted educational outcomes (collectively the "Educational Program"). In the event that CSA determines that it is advisable to modify the Educational Program set forth in the Contract, CSA will provide written notification to the Board specifying the changes it recommends and the reasons for the proposed changes. No changes in the Educational Program shall be implemented without the prior written approval of the Board and BMCC. CSA shall provide the Board with periodic written reports specifying the level of achievement of each of the Academy's educational goals set forth in the Contract and detailing its plan for meeting any educational goals that are not being attained. These reports will be submitted to the Board immediately prior to the Board's regular meeting in January and July each year, and at such other times as specified in Board policy as the same may be changed from time to time.

C. **Subcontracts.** It is anticipated that CSA will utilize subcontracts to provide some of the services it is required to provide to the Academy, including but not limited to transportation and/or food service. CSA shall not subcontract the management, oversight or operation of the teaching and instructional program, without the prior approval of the Board. Board approval of other subcontracts is not required unless the cost for these subcontracted services is projected to exceed the funds appropriated for that purpose in the Academy's approved budget. CSA will receive no additional fee as a result of subcontracting of any services. CSA remains responsible to the Academy for the services provided through subcontracting agreements. CSA shall ensure that all subcontracts comply with applicable law including the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g et seq., ("FERPA") and the criminal background check provisions of the Code.

D. **Place of Performance.** Instruction services other than field trips will normally be performed at the Academy facilities. CSA may perform functions other than instruction, such as purchasing, professional development, and administrative functions at off-site locations, unless prohibited by the Contract or applicable law. The Academy shall provide CSA with the necessary office space at the Academy site to perform all services for the Academy described in this Agreement.

E. **Acquisitions.** All acquisitions made by CSA for the Academy, including, but not limited to, instructional materials, equipment, supplies, furniture, computers and other technology, shall be owned by and remain the property of the Academy. CSA and its subcontractors will comply with all federal and state laws, rules, and regulations in addition to such policies as the Board may, from time to time adopt, under Section 1267 and Section 1274 of the Code as if the Academy were making these purchases directly from a third party supplier or vendor. CSA will not add any fees or charges to the cost of the equipment, materials and supplies purchased from third parties when it seeks reimbursement for the cost of these acquisitions.

F. **Pupil Performance Standards and Evaluation.** CSA is responsible for and accountable to the Board for the performance of students who attend the Academy. CSA shall implement pupil performance evaluations which permit evaluation of the educational progress of each Academy student, using measures of student and school performance required by the Contract or applicable laws

Three Oaks ESP Agreement 2021

and such additional measures as shall be mutually agreed upon by the Board and CSA including but not limited to parent satisfaction surveys.

G. **Student Recruitment.** CSA shall be responsible for the recruitment of students subject to the provisions of the Contract or applicable laws and the policies adopted by the Board. Students shall be selected in accordance with the procedures set forth in the Contract and in compliance with the Code and other applicable law. CSA shall follow all applicable procedures regarding student recruitment, enrollment and lottery management, and shall be responsible for publication of appropriate public notices.

H. **Student Due Process Hearings.** CSA shall provide students with procedural and substantive due process in conformity with the requirements of applicable law and Board policy regarding discipline, special education, confidentiality and access to records, to an extent consistent with the Academy's own obligations. The Board shall retain the right to provide due process as required by law and to determine whether any student will be expelled.

I. **Legal Requirements.** CSA shall provide educational programs that meet the requirements under the Contract and applicable law, unless such requirements are or have been waived.

J. **Rules and Procedures.** The Board shall consider, adopt and conduct its operation in conformity with policies and procedures applicable to the Academy and CSA is directed to enforce the policies and procedures adopted by the Board. CSA shall assist the Board in its policy making function by recommending the adoption of reasonable policies and procedures applicable to the Academy.

K. **School Year and School Day.** The school year and the school day shall be as provided in the Contract and as defined annually by the Board in compliance with applicable law.

L. **Authority.** CSA shall have authority and power necessary to undertake its responsibilities described in this Agreement except in the case(s) wherein by law such power may not be delegated.

M. **Compliance with Academy's Contract.** CSA 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 BMCC Community College Board of Trustees, including all schedules attached thereto and policies references therein, as they may be amended. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement. CSA agrees to assist the Academy in complying with all of the Academy's reporting, record keeping, and other obligations under the Academy's Contract. CSA shall not act in a manner which will cause the Academy to be in breach of its Contract. Any action or inaction by CSA that causes the Contract to be in jeopardy of revocation, termination or reconstitution is a material breach of the Agreement. In addition, a failure of CSA to perform reasonably the functions set forth in Article III may be considered a material breach of this Agreement.

N. **Additional Programs.** The services provided by CSA to the Academy under this Agreement consist of the Educational Program as set forth in the Contract, as the same may change from time to time. The Academy may decide to provide additional programs, including but not limited to summer school. Any revenues collected from such programs will go directly to the Academy. The Academy may also purchase additional services from CSA at mutually agreeable cost. Such additional services shall be documented in writing as an amendment to this Agreement, subject to review by BMCC.

O. **Annual Budget Preparation.** The Board shall by Board resolution appoint the Board Treasurer, or such other officer as determined by the Board, to serve as the chief administrative officer of the School (the "CAO") under the Uniform Budgeting and Accounting Act, MCL 141.421 et seq. (the "Budgeting and Accounting Act") Notwithstanding any other provision of the Agreement to the contrary, the Board resolution shall designate CSA's chief financial officer, or such other CSA employee as is mutually agreed upon by CSA and the Academy, as the designated agent of the CAO to assist the CAO with the performance of the CAO's duties under the Budgeting and Accounting Act. CSA will provide the Board with a proposed annual budget that shall conform to the Michigan Public School Accounting Manual and the Uniform Budgeting and Accounting Act, MCL 141.421 et seq. and in a form satisfactory to the Board and in compliance with the Contract. The budget shall contain reasonable detail as requested by the Board and as necessary to comply with the public accounting standards applicable to public schools and applicable law. The budget shall include anticipated revenues and projected expenses and costs reasonably associated with operating the Academy and the Educational Program including, but not limited to, the projected cost of all services and educational programs provided to the Academy, rent and lease payments, debt service, maintenance and repairs to Academy facilities, supplies and furnishings necessary to operate the Academy, taxes, insurance premiums, utilities, professional fees, and other costs and expenses connected to the operation of the Academy. The proposed budget shall be submitted to the Board for approval not later than thirty (30) calendar days prior to the date when the approved budget is required to be submitted to BMCC. CSA may not make deviations from the approved budget without the prior written approval of the Board.

P. **Compliance with Section 503c.** On an annual basis, CSA agrees to provide the Board with the same information that a school district is required to disclose under section 503c of the Code, MCL 380.503c or under section 18(2) of the State Aid Act of 1979, MCL 388.1618(2), for the most recent school fiscal year for which the information is available. Within thirty (30) calendar days of receipt of this information, CSA 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.

Q. **Compliance with the Contract.** CSA shall make information concerning the operation and management of the Academy, including without limitation the information described in the Contract, available to the Academy as deemed necessary by the Board in order to enable the Academy to fully satisfy its obligations under the Contract.

R. **Suspension and Debarments List.** Federal agencies are required to award contracts only to presently responsible sources and cannot award funds to entities that have been suspended or debarred from doing business with the federal government. The Academy is a recipient of federal funding

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and CSA is required to refrain from any action that will result in being suspended or debarred. CSA certifies and affirms that it is not included on the federal Suspension and Debarments list of Excluded Parties List; nor is CSA affiliated with any party that is included on the federal Suspension and Debarments list of Excluded Parties List.

S. **Personally Identifiable Information.** CSA agrees to treat all personally identifiable information ("PII") received from the Academy or from students confidentially and securely, in compliance with all applicable laws and regulations related to protecting the privacy of PII, including without limitation the Family Education Rights and Privacy Act (FERPA), the Michigan Revised School Code, and Section 5 of Michigan's Student Online Personal Protection Act, MCL 388.1295. Except as permitted under the Code, CSA shall not sell or otherwise provide to a for-profit business entity any PII that is part of an Academy student's education records. If CSA receives information that is part of an Academy student's education records, CSA shall not sell or otherwise provide the information to any other person except as permitted under the Code. For purposes of this section, the terms "educational records" and "personally identifiable information" shall have the same meaning as those terms in section 1136 of the Code, MCL 380.1136. In addition, CSA will maintain a documented security program that incorporates appropriate, commercially reasonable, and industry-standard security measures to protect such PII. CSA will notify the Academy of any security breach that impacts PII received from the academy or from students within a commercially reasonable time after discovery and will provide regular status updates until the breach is resolved. After final resolution of the breach, CSA will provide the Academy with a final incident report.

ARTICLE IV

OBLIGATIONS OF THE BOARD

A. **Board Policy Authority.** The Board is responsible for determining the fiscal and academic policies that will govern the operation of the Academy, including policies relative to the conduct of students while in attendance at the Academy or enroute to and from the Academy and regulations governing the procurement of supplies, materials and equipment. The Board shall exercise good faith in considering the recommendations of CSA on issues including, but not limited to, policies, rules, regulations, procedures, curriculum and budgets subject to the constraints of law and the requirements of the Contract. Failure of CSA and the Board to agree on educational policies is grounds for termination of the Agreement by either party.

B. **Building Facility.** The Board is responsible for the acquisition by either purchase or lease of a building facility that complies with all of the requirements of the Contract.

C. **Academy Employees.** The Board may employ such employees as it deems necessary. The cost to employ Academy employees shall be paid by the Board.

D. **Educational Consultants.** The Board may retain an educational consultant or consultants to review the operations of the Academy and the performance of CSA under this Agreement. CSA shall cooperate with the educational consultant or consultants and will provide those individuals with prompt

access to records, facilities and information as if such requests came from the full Board. C5A shall have no authority to select, evaluate, assign, supervise or control any educational consultant employed by the Board, and agrees that it will not bring or threaten to bring any legal action against the Board or any educational consultant for the performance of the functions requested to be performed by the Board and which are consistent with this Agreement. The cost to employ an educational consultant shall be paid by the Board.

E. **Legal Counsel.** The Board shall select and retain legal counsel to advise it on any matter, including but not limited to its rights and responsibilities under the Contract, this Agreement and applicable law.

F. **Audit Services.** The Board shall select and retain an independent auditor to perform the annual financial audit in accordance with the Contract and applicable state law.

G. **Budget.** The Board is responsible for adopting a budget in accordance with the provisions of the Uniform Budgeting and Accounting Act, MCL 141.421 *et seq*, that has adequate resources to fulfill its obligations under the Contract, including but not limited to its oversight of CSA, the organization of the Academy, negotiation of the Contract and any amendments, payment of personnel costs, insurance required under the Contract and this Agreement, the annual financial audit and retention of the Board's legal counsel and consultants. CSA may not make expenditures or commitments which deviate from the amounts or purposes of appropriations contained in the approved budget without the prior approval of the Board in the form of an approved amendment to the budget in accordance with applicable law and the Contract. In addition, the Board is responsible for determining the budget reserve amount included as part of the Academy's annual budget, for implementing fiscal policies that will assist the Academy in attaining the stated budget reserve amount and for approving necessary amendments to the budget to reflect necessary deviations from the adopted budget. The budget may be amended from time to time as deemed necessary by the Board. The Board shall designate an Academy Board member as the Chief Administrative Officer of the Academy.

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

I. **Governmental Immunity.** The Board shall determine when to assert, waive or not waive its governmental immunity. Nothing in this Agreement is intended to, nor shall it be construed, as a relinquishment or waiver by the Board of any immunity from action or liability.

J. **Contract with BMCC.** The Board will not act in a manner which will cause the Academy to be in breach of its Contract with BMCC.

14. **Evaluation of CSA.** The Board will evaluate the performance of CSA each year to provide CSA with an understanding of the Board's view of its performance under this Agreement. The Board will determine the format to conduct this evaluation. Special evaluations may occur at any time.

ARTICLE V FINANCIAL

ARRANGEMENT

A. **Primary Source of Funding.** As a Michigan public school academy, the primary source of funding for the Academy is state school aid payments based upon the number of students enrolled in the Academy combined with such other payments as may be available from state and federal sources for specific programs and services.

B. **Other Revenue Sources.** In order to supplement and enhance the state school aid payments and improve the quality of education at the Academy, the Board and CSA, shall endeavor to obtain revenue from other sources. In this regard:

1. The Academy and/or CSA shall solicit and receive donations consistent with the mission of the Academy.
2. The Academy and/or CSA may apply for and receive grant money, in the name of the Academy. CSA shall provide advance notification to the Board of any grant applications it intends to make and receive the approval of the Board for the application prior to filing or submitting any grant.
3. To the extent permitted by law, CSA may charge fees to students for extra services such as summer programs, after school programs and athletics and charge non Academy students who participate in such programs approved by the Board.

All funds received by CSA or the Academy from such other revenue sources shall inure to and be deemed the property of the Academy, except as otherwise agreed by the parties in writing as an amendment to this Agreement.

C. **Compensation for Services.** For the term of this Agreement, the Academy shall pay CSA an annual fee. This annual fee shall be calculated as follows:

The annual fee to be paid for services performed between July 1, 2021 through June 30, 2029 shall be the sum of (a) \$275,000 and (b) ten (10.00%) percent of all payments in excess of \$2,750,000 that the academy received directly or indirectly under Paragraph A above (less amounts retained by Bay Mills) and all grants received by the Academy under Paragraph B (except for donations that are made to the Academy) that are to be expended during that school year; provided, however that in no event shall the compensation paid to Choice Schools under (a) and (b) of this subparagraph C(1) exceed \$400,000.

The amount of the annual fee is subject to reduction in a mutually agreeable amount in any school year if extenuating circumstances makes the entire annual fee inappropriate, such as if the fee to be paid in any year would exceed 10% of gross revenues received in that year. The annual fee shall be paid in twelve

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(12) equal monthly installments beginning in July of each school year. The exact day of the month that each monthly installment is to be paid will coincide with the timing with any state aid payment from the State of Michigan to be received in that month. In months where no state school aid payments are to be received, the day of the month when that monthly installment will be due will be mutually agreed upon by the parties after taking into consideration available year-end funds and the timing of funds to be made available from state school aid anticipation notes or other sources. All installments of the annual fee for the 2028-2029 school year shall be paid by June 30, 2029, if this Agreement is not extended beyond the scheduled termination date. In the event that this agreement is terminated prior to the end of the Academy's fiscal year (June 30th), the annual fee shall be prorated by the number of days prior to June 30 that the agreement is terminated.

D. **Reasonable Compensation.** The parties wish to satisfy the requirements of Rev. Proc. 97-13 so that the provision of CSA's services under this Agreement does not cause the Academy's facilities to be treated as used in a private business use under Section 141(b) of the Internal Revenue Code of 1986, as amended. CSA's compensation under this Agreement is reasonable compensation for services rendered. CSA's compensation for services under this Agreement will not be based, in whole or in part, on a share of net profits from the operation of the Academy.

E. **Payment of Educational Program Costs.** In addition to the Academy's obligation to pay or reimburse CSA for the cost to employ CSA employees under Article VI(b), (C) and (D), all costs reasonably incurred within Board approved budget parameters in providing the Educational Program at the Academy shall be paid by the Academy. Such costs shall include, but shall not be limited to, curriculum materials, professional development and training, textbooks, library books, computer and other equipment, software, supplies utilized at the Academy for educational purposes, building payments, maintenance, utilities, capital improvements, and marketing and development costs. Marketing and development costs charged to the Academy shall be limited to those costs specific to the Academy's program and shall not include any costs for the marketing and development of CSA. The Board shall pay or reimburse CSA monthly for approved fees and expenses, as identified as an additional expense in the board approved annual budget, upon properly presented documentation and approval by the Board at its next regularly scheduled meeting. At its option, the Board may advance funds to CSA for the fees and expenses associated with the Academy's operation provided that documentation for the fees and expenses are provided for Board ratification. In paying costs on behalf of the Academy, CSA shall not charge an added fee. Any costs reimbursed to CSA that are determined by the independent audit not to be reasonably incurred on behalf of the Educational Program of the Academy shall be promptly returned to the Academy by CSA.

F. **CSA Costs.** The annual fee to be paid to CSA set forth in Article V, Section C is intended to compensate CSA for all expenses it incurs for administrative services it is required to provide under this Agreement, including but not limited to, expenses associated with individuals providing professional and curriculum development services, accounting services, clerical services, management and budgeting services, and administrative services. CSA will provide sufficient professional and non-professional staff in these areas, who shall be compensated by CSA. In addition, the annual fee is intended to compensate

CSA for all costs incurred by CSA to provide these services. The annual fee does not include payments for CSA personnel provided pursuant to Article VI (B), (C), and (D), the cost of which will be paid or reimbursed to CSA in accordance with Article VI (A). Any services to be provided by CSA that are included in the annual fee but are performed by a subcontractor shall not be charged to, reimbursed by, or passed through as an additional cost to the Academy unless approved in advance by the Board. Additionally, no corporate costs of CSA not addressed in this Section shall be charged to the Academy.

G. CSA Legal Services. The annual fee set forth in Article V, Section C is intended to compensate CSA for routine legal fees it incurs to receive advice regarding the scope of its obligations under state and federal law to provide the administrative and financial services CSA is required to provide under this Agreement. The annual fee does not cover non-routine legal services, including but not limited to the legal fees and costs associated with the appointment of special education hearing officers and the engagement of counsel to represent the Academy in legal or administrative proceedings, which are the responsibility of the Academy. The Board shall at all times retain the sole authority and discretion to engage independent legal counsel.

H. Other Public School Academies. The Academy acknowledges that CSA has entered or will enter into management agreements with other public school academies. CSA shall separately account and provide written detail for reimbursable expenses incurred on behalf of the Academy and other public school academies, and only charge the Academy for expenses incurred on behalf of the Academy.

I. Financial Reporting. On not less than a monthly basis, CSA shall provide the Board with monthly financial statements that shall include a balance sheet, an object level detailed statement of revenues, expenditures and changes in fund balance that includes a comparison of budget-to-actual information and an explanation of the variances of expenditures for review and approval by the Board. This report shall explain any variances from the approved budget and shall contain recommendations for necessary budget corrections. The foregoing presentation shall be in a form and format acceptable to the Board and shall be provided to Board members not less than three (3) business days prior to the Board meeting at which the information will be considered in the Board packets sent to Board members in preparation for Board meetings. CSA shall provide special reports as necessary to keep the Board informed of changing conditions. All finance and other records of the ESP related to the Academy will be made available to the Academy, the Academy's independent auditor and the Authorizer upon request.

J. Operational Reporting. CSA will provide the Board with comprehensive written reports detailing Academy operations, finances and student performance one time per year. In order to enable the Board to monitor CSA's educational performance and the efficiency of its operation of the Academy, upon the request of the Board, CSA will provide written reports to the Board on any topic of Academy activity or operations and which are consistent with this Agreement. These special reports will be provided in a timely fashion, but not less than one (1) week after the request for the report is received by CSA unless the Board and CSA mutually agree upon an extended timetable.

K. Audit Report Information. CSA will make all of its financial and other records related to the Academy available to the independent auditor selected by the Board.

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L. Other Financial Relationships. Any lease, promissory notes or other negotiable instruments, lease-purchase agreements or other financing agreements between the Academy and CSA shall be contained in a document separate from this Agreement and shall comply with applicable law and BMCC's Educational Service Provider Policies.

M. Access to Records. CSA shall keep accurate financial records pertaining to its operation of the Academy, together with all Academy financial, educational and student records prepared by or in the possession of CSA and retain all of these records for a period as required by Bulletin 1022 of Michigan's Record Retention Schedule, or applicable law, whichever period is the longest, from the close of the fiscal year to which such books, accounts and records relate. CSA shall further make information concerning the operation and management of the Academy, including but not limited to, information required to be kept by the Contract with BMCC, including all exhibits and schedules, available to the Academy as deemed necessary by the Board in order to enable the Academy to fully satisfy its obligations under the Contract and to BMCC upon request. Financial, educational, operational and student records that are now or may in the future come into the possession of CSA remain Academy records and are required to be returned by CSA to the Academy upon demand, provided that CSA may retain copies of records necessary to document the services provided to the Academy and its actions under the Agreement. CSA and the Academy shall maintain the proper confidentiality of personnel, student and other records as required by law. All Academy records shall be physically or electronically available, upon request, at the Academy's physical facilities. The financial, educational, operational and student records pertaining to the Academy are Academy property and are public documents subject to disclosure in accordance with the provisions of the Michigan Freedom of Information Act. This Agreement shall not be construed to restrict BMCC's or the public's access to these records under the Freedom of Information Act or the Contract, except to the extent permitted by law.

N. Access to Confidential Information. CSA, and its respective officers, directors, employees and designated agents are each hereby authorized to serve as agents of the Academy having a legitimate educational interest in the Program and its students for purposes of the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g et seq., ("FERPA"), such that they are jointly and severally entitled to access the educational records of the Program for all purposes related to FERPA. During the term of this Agreement, the Academy may disclose, and CSA and its officers, directors, employees and designated agents may have access to, confidential information to the extent permitted by applicable law, including without limitation, the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g et seq., ("FERPA"), the Individuals with Disabilities Education Act ("IDEA"), 20 USC §1401 et seq., 34 CFR 300.610 – 300.626; Section 504 of the Rehabilitation Act of 1973, 29 USC §794a, 34 CFR 104.36; the Michigan Mandatory Special Education Act, MCL 380.1701 et seq.; the Americans with Disabilities Act, 42 USC §12101 et seq.; the Health Insurance Portability and Accountability Act ("HIPAA"), 42 USC 1320d-1320d-8; 45 CFR 160, 162 and 164; and social security numbers, as protected by the federal Privacy Act of 1974, 5 USC §552a; and the Michigan Social Security Number Privacy Act, MCL 445.84. CSA agrees that it shall comply with all applicable law regarding the safeguarding of the confidentiality of such information.

ARTICLE VI

PERSONNEL AND TRAINING

A. **Personnel Responsibility.** CSA is responsible for providing the Academy with a School Administrator and other qualified administrative, teaching, food service, secretarial, maintenance and transportation staff to operate the Academy within the staffing levels approved by the Board in its annual budget. CSA shall have the responsibility to recruit, select, hire, evaluate/ compensate/ assign, discipline/ transfer and terminate the employment of all individuals that it employs to provide services at or for the Academy/ consistent with state and federal law and the provisions of this Agreement. With the exception of the Board employees, if any, CSA shall be the employer of all individuals working at or for the Academy and accepts full liability and is responsible for the payment of all costs incurred by CSA attributable to these employees, including wages, salaries, fringe benefits, social security contributions/ unemployment costs/ workers compensation costs, and liability insurance costs irrespective of whether CSA receives and advancement of its costs or the payment of services from the Academy. Unless required by applicable statute court or administrative decision or Attorney General's opinion CSA shall not make payments to the Michigan Public School Employees' Retirement System or any other public retirement system on behalf of its employees. CSA will provide the Board with a detailed listing of the actual wages, salaries, fringe benefits/ social security contributions/ unemployment costs and workers compensation costs for all employees of CSA who will be assigned to provide services at the Academy. The Board will pay or reimburse CSA for the cost of the actual wages, salaries, fringe benefits, social security contributions/ unemployment costs, and workers compensation costs of employees assigned to the Academy not later than three (3) business days before that compensation is due to the employees or to other entities to be paid to provide these benefits, provided that these costs are not higher than anticipated and approved in the annual budget. At its option, the Board may advance funds to CSA for the cost of the wages, salaries/ fringe benefits, *social* security contributions, unemployment costs and workers compensation costs of employees *assigned* to the Academy provided that documentation for the fees and expenses are provided for Board review at its next regularly scheduled Board meeting and are consistent with budget allocations. At the request of the Board, CSA will provide payroll services for employees of the Board. CSA will not assign any employee to work at the Academy who has not successfully completed a pre-employment background check (including statutorily required criminal history, criminal background and unprofessional conduct checks) consistent with Michigan State Police guidelines and credential verification/ and, a pre-employment physical if appropriate. CSA will not place in the employment contracts with any of its employees assigned to work at the Academy any non-compete agreements of any nature. CSA agrees that any provision of an employment agreement with any of its employees that would be in violation of this provision is void and shall not be enforceable in any forum. CSA will comply with the requirements of applicable law, including but not limited to section 1249 of the Code, MCL 380.1249, regarding the evaluation of its employees based in part upon data on student growth and the establishment of employee compensation levels that include job performance and job accomplishments as a significant factor. In the event that an employee hired by CSA is retired under the Michigan Public School Employees Retirement Act, CSA will comply with any applicable notice and reporting requirement.

B. **School Administrator.** CSA shall provide the Academy with a School Administrator who shall be responsible for the daily operational control of the Academy and to make recommendations to CSA regarding employees to be assigned to the Academy. CSA will have the authority, consistent with

state law, to select and supervise the School Administrator and to hold that individual accountable for the success of the Academy. The School Administrator will be a CSA employee, but the individual selected by CSA must be acceptable to the Board. CSA will consult with the Board prior to hiring the School Administrator and will consult with the Board prior to taking any action that would alter the employment status of the School Administrator. At the request of the Board, CSA will review the performance of the School Administrator with the Board. Upon receipt of written notification indicating that the Board is not satisfied with the performance of the School Administrator, CSA will provide a replacement School Administrator if the performance problems are not resolved. The Board will reimburse CSA for any reasonable costs associated with the termination of the School Administrator during a school year, at the Board's request, provided that the amount of the costs to be reimbursed shall not exceed three (3) months of the School Administrator's salary and fringe benefits. The employment contract with the School Administrator, and the duties and compensation of the School Administrator shall be determined by CSA, but that individual must be assigned on a full time basis to the Academy and may not be providing services to any other school or Academy without the prior approval of the Board. If CSA chooses to execute an employment agreement with the School Administrator that has a term longer than one year, the Board reserves the right to have the School Administrator placed elsewhere by CSA if the Board is dissatisfied with that individual's performance at the end of any school year and will be considered a non-renewal rather than a termination for purposes of this Agreement.

C. **Teachers.** As part of the annual budgeting process, CSA shall make a recommendation to the Board regarding the number of teachers required for the operation of the Academy pursuant to the Contract. CSA shall provide the Academy with such teachers, qualified in the grade levels and subjects as are required by the Academy. The curriculum taught by such teachers shall be the curriculum prescribed in the Contract. Such teachers may, at the discretion of CSA, work at the Academy on a full or part time basis. If assigned to the Academy on a part time basis, such teachers may also work at other schools operated by CSA. Each teacher assigned to or retained by the Academy shall be a highly qualified teacher with a valid teaching certificate or temporary special permit issued by the State Board of Education under the Code, to the extent required under the Code and the Every Student Succeeds Act of 2015 or other applicable law. If CSA chooses to execute contracts with teaching staff that have a term of longer than one year, the Board reserves the right to have teachers placed elsewhere by CSA if the Board is dissatisfied with their performance at the end of any school year. Teachers employed by CSA shall not be considered teachers for purposes of continuing tenure under MCLA Section 38.71 *et. seq.*

D. **Support Staff.** As part of the annual budgeting process, CSA shall make a recommendation to the Board regarding the number of support staff required for the operation of the Academy pursuant to the Contract. CSA shall provide the Academy with such support staff, qualified in the areas required, as are required by the Board. Such support staff may, in the discretion of CSA, work at the Academy on a full or part time basis. If assigned to the Academy on a part time basis, such support staff may also work at other schools operated by CSA. Each support staff employee assigned to or retained by the Academy shall have received the training and hold the certificates, degrees or licenses legally required for the position to which they are assigned under the Code and the No Child Left Behind Act of 2001 or other applicable law. If CSA chooses to execute contracts with support staff that have a term of

longer than one year, the Board reserves the right to have support staff placed elsewhere by CSA if the Board is dissatisfied with their performance at the end of any school year.

E. Training. CSA shall provide training to the School Administrator, teachers, paraprofessionals, and other support staff members on a regular and continuing basis and shall insure that they receive all training required by law and the policies of the Board. The School Administrator, teachers, paraprofessionals and other support staff employees shall receive such other training as CSA determines as reasonable and necessary under the circumstances within the board approved budget. CSA will be reimbursed for costs associated with this training provided it is allocated for in the board approved budget.

ARTICLE VII TERMINATION OF

AGREEMENT

A. Termination by the Academy for Cause. This Agreement may be terminated by the Academy for cause prior to the end of the term specified in Article II in the event that CSA should fail to remedy a material breach within a period reasonable under the circumstances, which in no event shall be longer than sixty (60) calendar days after notice from the Academy. A material breach is a failure by CSA to carry out its responsibilities under this Agreement and may include, but is not limited to, (1) failure to account for its expenditures or to pay operating costs (providing funds are available to do so), (2) failure to follow policies or procedures duly adopted by the Board, (3) failure to follow the Educational Program, (4) a violation of the Contract or of applicable law, or (5) any action or inaction by CSA that is not cured within 60 days of notice thereof which causes the Contract to be revoked, terminated, suspended, or which causes the Contract to be put in jeopardy of revocation, suspension or termination. In order to terminate this Agreement for cause, the Board is required to provide CSA with written notification of the facts it considers to constitute material breach and the period of time within which CSA has to remedy this breach not to exceed sixty (60) calendar days. After the period to remedy the material breach has expired, the Board may terminate this Agreement by providing CSA with written notification of termination. The Academy and CSA will make every effort necessary to remedy a breach of the ESP Agreement in order to continue school operations until completion of the then current school fiscal year.

B. Termination by CSA for cause. This Agreement may be terminated by CSA for cause prior to the end of the term specified in Article II in the event the Academy fails to remedy a material breach within a period reasonable under the circumstances, which in no event shall be longer than sixty (60) calendar days after notice from CSA. A material breach is a failure by the Academy to carry out its responsibilities under this Agreement and may include, but is not limited to (1) a failure to make timely payments to CSA as required by this Agreement, (2) a failure to give consideration to the recommendations of CSA regarding the operation of the Academy), (3) a violation of the Contract or of applicable law or (4) any action or inaction by the Academy that places the Contract in jeopardy of suspension, revocation, reconstitution or termination. In order to terminate this Agreement for cause, CSA is required to provide the Board with written notification of the facts it considers to constitute material breach and the period of time within which the Academy has to remedy this breach not to exceed sixty (60) days. After the period to remedy the material breach has expired, CSA may terminate

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this Agreement by providing the Board with written notification of termination. The Academy and CSA will make every effort necessary to remedy a breach of the ESP Agreement in order to continue school operations until completion of the then current school fiscal year.

C. **Termination by Either Party Without Cause.** If CSA and the Board are unable to agree on educational programs, curriculum or other educational policies that affect the Academy in a significant way, either party may elect to terminate this Agreement at the end of a school year, provided that the terminating party gives the other party written notification of termination at least sixty (60) calendar days prior to the termination date.

E. **Change in Law.** If any federal, state or local law or regulation, or court decision has a material adverse impact on the ability of either party to carry out its obligations under this Agreement, then either party, upon written notice, may request renegotiation of the Agreement; and if the parties are unable or unwilling to renegotiate the terms within ninety (90) calendar days after the notice, the party requiring the renegotiation may terminate this Agreement on thirty (30) calendar days further written notice.

F. **Rights to Property Upon Termination.** Upon termination of this Agreement all property (real or personal), equipment, materials and supplies whether purchased by the Academy or by CSA with state school aid funds or other funds secured by the Academy, shall remain the exclusive property of the Academy. CSA shall have the right upon proof of ownership to reclaim any usable property or equipment (e.g., including, but not limited to, desks, computers, copying machines, fax machines, telephones) that was purchased by CSA with funds other than those paid to CSA under Article V(C). Fixtures and building alterations shall become the property of the Academy.

I. **Mid-Year Transition.** The Academy and CSA agree that mid-year terminations should be avoided if possible and endeavor to take reasonable efforts necessary to remedy a breach of this agreement in order to continue school operations until completion of the then current school fiscal year. If a breach cannot be remedied, the Academy Board and CSA agree to work cooperatively to transition management and operations of the academy without disrupting the Academy's operations.

J. **End of Agreement Transition.** Upon termination or expiration of this Agreement, of if this agreement is terminated due to a Contract revocation, reconstitution, or termination or non-renewal, CSA shall, without additional charge: (i) close the financial records on the then current school fiscal year which includes, but is not limited to, the completion and submission of the annual financial audit, state and federal grant reporting and all other associated reporting required within the required timelines established by the appropriate local, state and federal authority; (ii) organize and prepare student records for transition to the new educational services provider, self-management or in the case of a school closure, transfer to a student's new school as designated by the student's parent/legal guardian or to a person or entity authorized to hold such records; (iii) provide for the orderly transition of employee compensation and benefits to the new educational services provider or self-management without disruption to staffing, or in the case of school closure, final payment of all employee compensation, benefit and tax obligations related to services provided by CSA to the Academy; (iv) organize and prepare the Academy's records, both electronic and hard-copy, for transition to the new educational services

provider, self-management or dissolution; and (v) provide for the orderly transition to the new educational services provider, self-management or dissolution of all Academy-owned assets including, but not limited to, furniture, fixtures, equipment and real estate. This includes any keys, log-in information and passwords related to any Academy asset.

ARTICLE VIII PROPRIETARY

INFORMATION

- A. **CSA Proprietary Information and Academy Rights of Use.** CSA shall own all copyright and other proprietary rights to all instructional materials, training materials, curriculum and lesson plans, and any other materials developed by CSA, its employees, agents or subcontractors, or by any individual working for or supervised by CSA, which (i) were not directly developed exclusively by staff working at the Academy; or (ii) paid for by CSA. The Academy shall have an ongoing right to use, at no cost, all such materials in use as of the termination of this Agreement.
- B. **Academy Proprietary Information and CSA Rights of Use.** The Academy shall own all copyright and other proprietary rights to all instructional materials, training materials, curriculum and lesson plans, and any other materials developed exclusively by staff working at the Academy; or (ii) paid for with funds other than CSA's annual fee. CSA shall have an ongoing right to use, at no cost, all such materials developed during the term of this Agreement.
- C. **Required Disclosure.** Both parties shall be permitted to report any new teaching techniques or methods of significant revisions to known teaching techniques or methods to BMCC, the LSD in which the Academy is located and to the State Board of Education, which teaching techniques or methods may thereafter be made available to the public, as provided in Sections 505(3) of the Code, notwithstanding anything contained in this Article VIII to the contrary. Any educational materials and teaching techniques developed by CSA and/or used by the Academy are subject to disclosure under the Code and the Freedom of Information Act.
- D. **Marks.** The Academy and CSA shall provide written notice to the other party regarding the existence of any trademarks, service marks, mascot, or other identifying symbols (Marks) that they consider to be proprietary in nature. Execution of the Agreement satisfies this notice requirement as to each party's name and the Academy's tree logo. The Academy and CSA agree not to use Marks of the other party without the prior written approval.

ARTICLE IX

INDEMNIFICATION

- A. **Indemnification of CSA.** To the extent permitted by law, the Academy shall indemnify and hold CSA (which term for purposes of this Paragraph A, includes CSA's officers, directors, agents and employees) harmless against any and all claims, demands, *suits*, or other forms of liability (including reasonable attorney's fees and costs) that may arise out of, or by reason of, any noncompliance by the Academy Board (its officers, directors and employees) with any agreements, covenants, warranties, or Three Oaks ESP Agreement 2021

undertakings of the Academy Board (its officers, directors and employees) contained in or made pursuant to this Agreement; and any misrepresentation or breach of the representations and warranties of the Board contained in or made pursuant to this Agreement. In addition, the Academy shall reimburse CSA for any and all legal expenses and costs associated with the defense of any such claim, demand, or suit. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts reasonably acceptable to CSA.

B. Limitations of Liabilities. The Academy may assert or not assert all immunities and statutory limitations of liability in connection with any claims arising under this Agreement.

C. Indemnification of the Academy. To the extent permitted by law, CSA shall indemnify and hold the Academy (which term for purposes of this Paragraph C, includes the Academy Board and its officers, directors, agents and employees) harmless against any and all claims, demands, suits, or other forms of liability (including reasonable attorney fees and costs) that may arise out of, or by reason of, any noncompliance by CSA with any agreements, covenants, warranties, or undertakings of CSA contained in or made pursuant to this Agreement; and any misrepresentation or breach of the representations and warranties of CSA contained in or made pursuant to this Agreement. In addition, CSA shall reimburse the Academy for any and all legal expenses and costs associated with the defense of any such claim, demand, or suit. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts acceptable to the Academy.

D. Indemnification for Negligence. To the extent permitted by law, the Academy shall indemnify and hold harmless CSA, and CSA's Board of Directors, officers, employees, agents and representatives, from any and all claims and liabilities which CSA may incur and which arise out of the negligence of the Academy Board or its directors, officers, employees, agents or representatives. To the extent permitted by law, CSA shall indemnify and hold harmless the Academy, and the Academy's Board of Directors, officers, employees, agents or representatives, from any and all claims and liabilities which the Academy may incur and which arise out of the negligence of CSP's directors, officers, employees, agents or representatives.

E. Indemnification of BMCC Community College. The parties acknowledge and agree that BMCC Community College, its Board of Trustees, and its members, officers, employees, agents or representatives (collectively "University") are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, CSA hereby promises to indemnify, defend and hold harmless the University from and against all demands, claims, actions, losses, judgments, liabilities, damages, fines, penalties, demands, forfeitures, or any other liabilities or losses of any kind whatsoever, including costs and expenses (not limited to reasonable attorney fees, expert and other professional fees), of settlement and prosecution imposed upon or incurred by the University, not caused by the sole negligence of the University, which arise out of or are in any manner connected with the University Board's approval of the Academy's Application, the University Board's consideration of or issuance of a Contract, CSA's preparation for or operation of the Academy, or which are incurred as a result of the reliance by the University upon information supplied by CSA, or which arise out of CSA's failure to comply with the Contract or applicable law. The parties expressly acknowledge and agree that the University may commence legal action against CSA to enforce its rights as set forth in this section of the Agreement.

Three Oaks ESP Agreement 2021

ARTICLE X

INSURANCE

A. Insurance of the Academy. The Academy shall purchase its own insurance policy and shall secure and maintain such policies of insurance as required by the Michigan Universities Self Insurance Corporation (M.U.S.I.C.). This coverage shall include the building and related capital facilities if they are the property of the Academy. The Academy shall maintain such insurance in an amount and on such terms as required by the provisions of the Contract, including the indemnification of CSA required by this Agreement. The Academy shall, upon request, present evidence to CSA that it maintains the requisite insurance in compliance with the provisions of this paragraph. CSA shall comply with any information or reporting requirements applicable to the Academy under the Academy's policy with its insurer(s), to the extent practicable.

B. Insurance of CSA. CSA shall secure and maintain such policies of insurance as required by the Contract and the Michigan Universities Self-Insurance Corporation ("M.U.S.I.C."). In the event the University or M.U.S.I.C. requests any change in coverage by CSA, CSA agrees to comply with the change in the type and amount as requested within thirty (30) days after notice of the insurance coverage change. CSA's insurance is separate from and in addition to the insurance the Academy Board is required to obtain under the Contract. CSA shall, upon request, present evidence to the Academy and BMCC that it maintains the requisite insurance in compliance with the provisions of this paragraph. The Academy shall comply with any information or reporting requirements applicable to CSA under CSA's policy with its insurer(s), to the extent practicable.

C. Workers' Compensation Insurance. Each party shall maintain workers' compensation insurance when and as required by law, covering their respective employees.

ARTICLE XI

MISCELLANEOUS

A. Sole Agreement. This Agreement supersedes and replaces any and all prior agreements and understandings between the Academy and CSA on the subject matter hereof.

B. Force Majeure. Neither party shall be liable if the performance of any part or all of this Agreement is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, riot, fire, explosion, war, act of God, sabotage, accident, or any other casualty, or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

C. Notices. All notices, demands, requests and consents under this Agreement shall be in writing, shall be delivered to each party, and shall be effective when received by the parties or mailed to

the parties at their respective addresses set forth below, or at such other address as may be furnished by a party to the other party:

If to CSA:

Choice Schools Associates
5251 Clyde Park Avenue SW
Wyoming, MI 49509

Attn: Sarah Wildey

If to the Academy:

Three Oaks Public School Academy
1212 Kingsley
Muskegon, MI 49442

Attn: Board President

A courtesy copy of the notice shall also be provided to the legal counsel of the party to be served, if known.

D. **Severability.** The invalidity of any of the covenants, phrases or clauses in this Agreement shall not affect the remaining portions of this Agreement, and this Agreement shall be construed as if such invalid covenant, phrase or clause had not been contained in this Agreement.

E. **Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.

F. **Entire Agreement.** This Agreement is the entire agreement between the parties relating to the services provided, and the compensation for such services, by the parties. Any modification to this Agreement must be made in writing, approved by the Board and CSA, and signed by a duly authorized officer. In addition, any modification of this Agreement must follow BMCC's ESP policies before it can be executed.

G. **Non-Waiver.** No failure of a party in exercising any right, power or privilege under this Agreement shall affect such right, power or privilege, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies of the parties under this Agreement are cumulative and not exclusive of any rights or remedies which any of them may otherwise have.

H. **Assignment.** CSA may not assign this Agreement without the prior written approval of the Board and compliance with applicable BMCC policies.

I. **Governing Law.** This Agreement shall be governed by and enforced in accordance with the laws of the state of Michigan.

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

K. Compliance with Law. The parties agree to comply with all applicable laws and regulations.

L. Warranties and Representations. The Academy and CSA each represent (1) that it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement, (2) that its actions have been duly and validly authorized, and (3) that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement.

M. Dispute Resolution Procedure. Any and all disputes between the parties concerning any alleged breach of this Agreement or arising out of or relating to the interpretation of this Agreement or the parties' performance of their respective obligations under this Agreement that are unable to be resolved through discussion and negotiation shall be resolved by arbitration, and such an arbitration procedure shall be the sole and exclusive remedy for such matters. The arbitrator shall be selected from a panel provided by and in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association, with such variations as the parties and the arbitrator unanimously accept. Any arbitration hearing shall be conducted in Grand Rapids, Michigan. The arbitrator shall be required to issue a cause opinion with a written explanation as to the final decision. BMCC shall be notified of the arbitrator's decision and a copy of the arbitrator's opinion shall be made available to BMCC upon request. A judgment on the award rendered by the arbitrators may be entered in any court having appropriate jurisdiction. The cost of arbitration, not including attorney fees, shall be paid by the losing party. It shall be in the discretion of the arbitration panel to award reasonable attorney fees to the prevailing party, to be paid if awarded by the losing party.

N. Modification to Conform to Changed BMCC Policies. The parties intend that this Agreement shall comply with BMCC's Educational Service Provider Policies, as the same may be changed from time to time. In the event that changes in BMCC's Educational Service Provider Policies implemented after the date of execution of this Agreement cause any provision of this Agreement to be in conflict with the revised Policies, the parties agree to amend this Agreement to eliminate the conflict within thirty (30) calendar days after being advised by BMCC of the changes to its policies.

O. BMCC Review. This Agreement is subject to review and non-disapproval by BMCC and shall not become effective until the Academy Board is notified in writing that BMCC does not disapprove of this Agreement.

ARTICLE XII

MATTERS RELATED TO REVENUE PROCEDURES 2017-13

Three Oaks ESP Agreement 2021

A. CSA's compensation under the Agreement is reasonable and is not based, in whole or in part, on a share of the net profits and/or a share of the net losses from the operation of the Academy or upon the disposition, damage or destruction of the Academy's property;

B. The Agreement does not pass along to CSA the burden of bearing any share of the net losses from the operation of the Academy or upon the disposition, damage or destruction of the Academy's property;

C. The term of the Agreement is not greater than 30 years or 80 percent of the useful life of the Academy's tax-exempt bond financed school facility (if shorter) including all renewal options;

D. The Academy bears the risk of loss upon the disposition, damage or destruction of the Academy's property; and

E. CSA is not entitled to and will not take any federal tax position that is inconsistent with being a service provider under this Agreement to the Academy.

Further, with regard to governance;

A. None of the Academy's Board of Directors serve as a director, officer, shareholder, partner, member, or employee of the service provider;

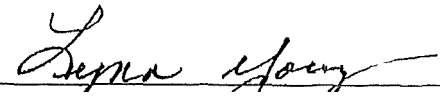
B. The Academy's Board of Directors does not include the chief executive officer of the service provider or the chairperson (or equivalent executive) of the service provider's governing body; and

C. The chief executive officer of the service provider is not the chief executive officer of the Academy or any of the Academy's related parties (as defined in §1.150-1(b)).

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

By _____

Chief Executive Officer

By  _____

President, Board of Directors

CONTRACTSCHEDULE6
PHYSICAL PLANT DESCRIPTION

THREE OAKS PUBLIC SCHOOL ACADEMY
Physical Plant

Physical Plant Description	6-1
Site Plan	6-3
Floor Plan.....	6-4
Certificate of Use and Occupancy	6-6
Purchase Agreement	6-8

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)(b); 380.503(5)(d).

2. The address and a description of the proposed physical plant (the "Proposed Site") of Three Oaks Public School Academy ("Academy") is as follows:

Address: 1212 Kingsley
Muskegon, Michigan 49445

Description: The school building was previously a private high school. The Academy occupies the first floor of the building, including the main classroom area at the north end of the first floor. The Academy also occupies specialized space in the central portion of the building's first floor for music classes, a cafeteria and a gymnasium. The Academy also occupies space on the second floor for Special Education and grades 3-6.

The Academy building is the former West Michigan Christian High School. The building is located on approximately 7.2 acres of residential zoned land in the City of Muskegon. The building consists of approximately 38,580 square feet and includes 23 classrooms (not including portable classrooms), a commons area for lunch, a regulation size gymnasium with a full stage, administrative offices, waiting area for the office, and a faculty lounge. The Media Center was included as a classroom as it is used throughout the day as such.

In late fall of 2008, two modulars were added 100 feet to the north and west of the main building. The modulars house two classrooms and are each approximately 4000 square feet in size, each with an entrance in the front and back. In the fall of 2009, two more modulars were added directly behind and to the north of the two in place; these modulars house two additional classrooms. The size of each building is approximately 4000 square feet and the shape is rectangle with a door in the front and back of each building. The modulars all have space for coats, computers stations and workstations.

Term of Use: Term of Contract.

Configuration of Grade Levels: K-6

Name of School District and Intermediate School District:

Local: Muskegon Public Schools
ISD: Muskegon County

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.

The diagram is a detailed floor plan of a building, possibly a laboratory or office. It features several rooms and corridors. Key areas include a 'Biochem Room' on the left, a 'Biochem Lab' in the center, and a 'Biochem Lab' on the right. There are also rooms labeled 'Biochem Lab' and 'Biochem Lab'. The drawing includes various annotations, dimensions, and a scale bar. A north arrow is located in the upper right corner. The drawing is oriented horizontally, with the top of the page being the left side of the plan.

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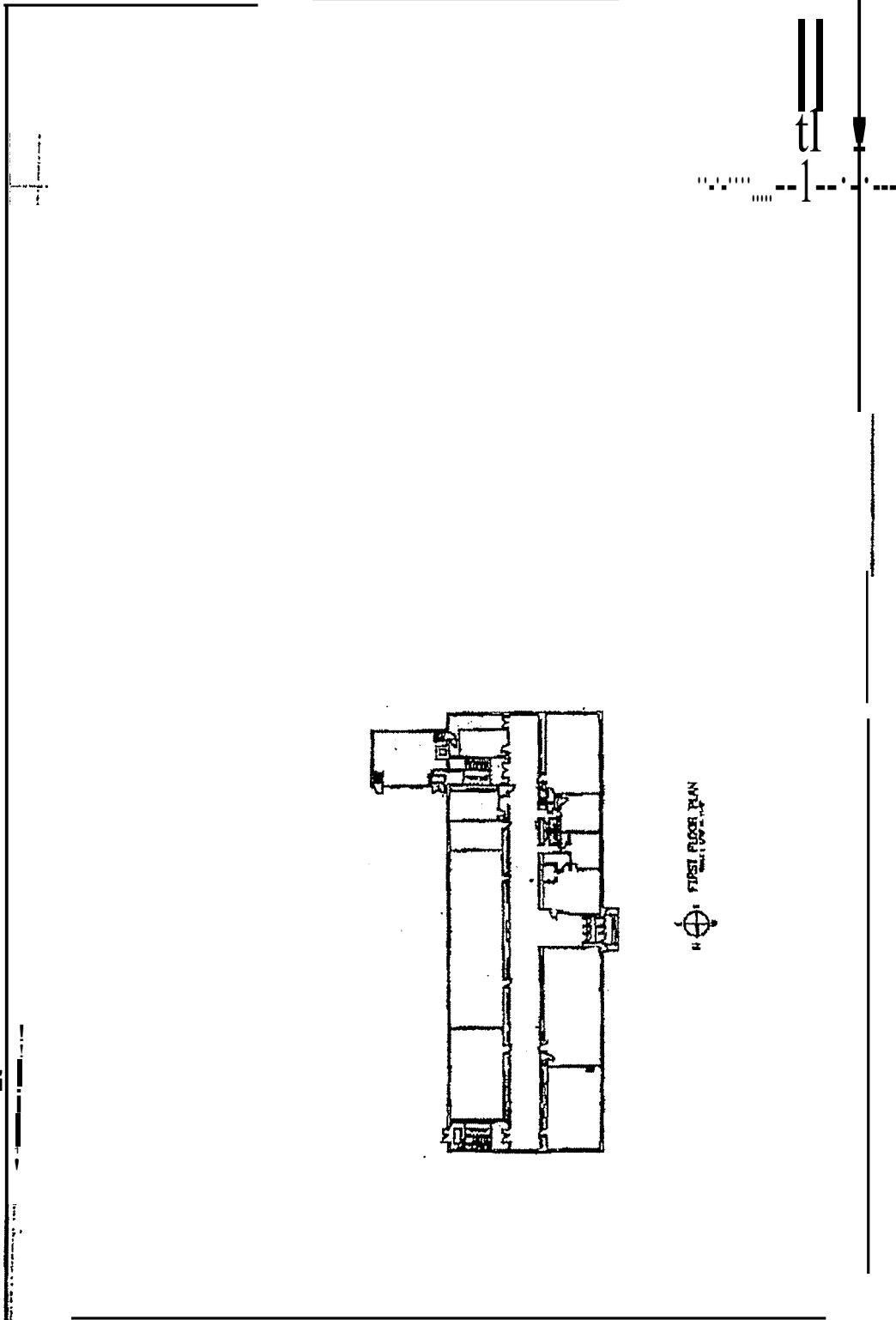
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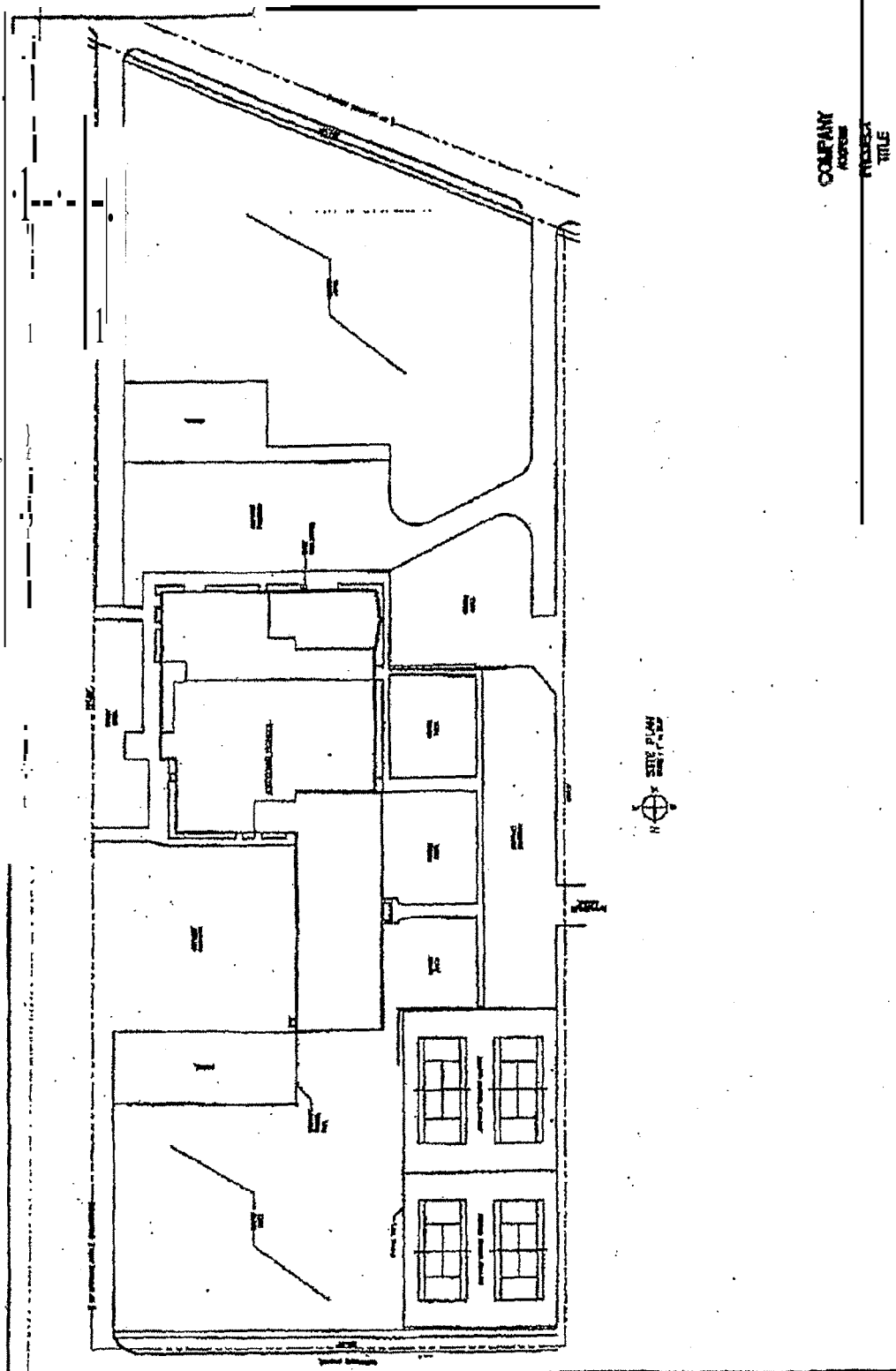
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CERTIFICATE OF USE AND OCCUPANCY

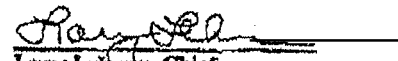
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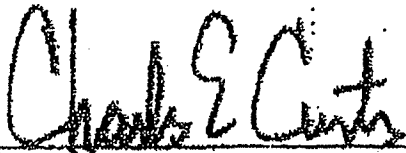
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Larry Lehman, Chief
Charles E. Curtis, Assistant Chief
Building Division

September 29, 2009

REALESTATEPURCHASEAGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT ("Agreement") is entered into by and between MUSKEGON CHRISTIAN SCHOOL, a Michigan nonprofit corporation, successor by merger to Western Michigan Christian High School Association, whose address is 455 East Ellis Road, Muskegon, Michigan 49441 ("Seller") and THREE OAKS PUBLIC SCHOOL ACADEMY, a Michigan nonprofit corporation and public school academy operating under the laws of the State of Michigan, whose address is 1212 Kingsley, Muskegon, Michigan 49442 ("Buyer").

Background

A. Seller owns real property in the City of Muskegon, County of Muskegon, commonly known as 1212 Kingsley, Muskegon, Michigan, Parcel No. 24-128-100-0007-00, and legally described on the attached Exhibit A (the "Parent Parcel").

B. Seller intends to (i) split from the Parent Parcel and sell to Buyer the land and buildings laying north of the south parking lot, as approximately depicted on the parcel map attached as Exhibit B (the "Property"); and (ii) retain the remaining land comprising the Parent Parcel, including but not limited to the parking lot, laying south of the Property (the "Retained Parcel").

C. The Property includes (i) all buildings, structures, fixtures and other improvements located thereon, (ii) all easements and appurtenances associated therewith, and (iii) all of Seller's personal property located in any buildings or structures on the Property.

D. Seller wishes to sell and Buyer wishes to purchase the Property to use the Property for magnet and/or theme educational and vocational programs for students, grades kindergarten through 5th and as a public school academy (the "Intended Use"), and the parties are entering into this Agreement to memorialize the terms of their agreement.

Agreement

NOW, THEREFORE, in consideration of the sums of money reflected herein, the mutual covenants herein contained, and other good and valuable consideration, the receipt and adequacy of which are hereby mutually acknowledged, the parties hereto agree as follows:

1. Sale and Conveyance. On the terms and subject to the conditions set forth in this Agreement, Seller agrees to sell the Property to Buyer, and Buyer agrees to buy the Property from Seller.

2. Purchase Price; Deposit.

(a) **Purchase Price.** The purchase price for the Property shall be SEVEN HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$750,000.00) (the "Purchase Price"). Buyer shall pay the Purchase Price to Seller at the Closing (defined below), plus or minus the net amount of any

prorations and adjustments required pursuant to this Agreement, by cashier's or certified check or wire transfer.

(b) **Deposit.** Within five (5) business days after the Effective Date (defined below), Buyer shall deliver to Sun Title Agency, 1410 Plainfield Avenue, Grand Rapids, Michigan 49505 ("**Title Company**"), a check in the amount of FIVE THOUSAND and 00/100 DOLLARS (\$5,000.00) (the "**Deposit**") representing the earnest money deposit hereunder, the receipt of which shall be acknowledged by Title Company's signature in the space provided below (on the Acknowledgement Page of this Agreement). The Deposit shall be either (a) applied against the Purchase Price at Closing, or (b) refunded to Buyer pursuant to the terms hereof, or (c) retained by Seller pursuant to the terms hereof.

3. Inspection Period; Termination Rights; Condition of Property.

(a) **Inspection Period.** Buyer, its agents and employees, shall have until 5:00p.m. on the sixtieth (60th) calendar day following the Effective Date (the "**Inspection Period**") to, at Buyer's sole cost (i) conduct such inspections, investigations (including environmental examinations), appraisals, surveys and tests of the Property ("**Inspections**"), as Buyer shall desire in order to satisfy itself as to the physical, environmental and economic condition thereof, (ii) secure all necessary zoning, site plan, permit(s) and other approvals (collectively the "**Governmental Approvals**") which may be required by the government authorities having jurisdiction over the Property in order to use the Property for the Intended Use, (iii) secure all necessary financing with respect to the Property, (iv) secure approval of (1) Bay Mills Community College, pursuant to the School Code and The State School Aid Act of 1979, Act No. 94, Public Acts of Michigan, 1979, as amended, M.C.L. §388.1601 et seq., which is the "authorizing body" (within the meaning of Section 501(2)(a) of the School Code) with respect to Buyer, and (2) Buyer's Board of Directors, and (v) otherwise satisfy itself with all aspects of Buyer's due diligence investigations, including, without limitation the title and survey inspections described at Sections 4 and 5 below, to which objections must be submitted within the period specified at Section 6 (items (i), (ii), (iii), (iv) and (v) of this Section 3(a) being hereinafter referred to collectively as the "**Buyer's Conditions**"). Buyer shall provide written notice to Seller at least three (3) days before conducting any Inspections at the Property. Seller shall have the right to arrange for a representative or personnel of Seller to be present during any Inspection. Notwithstanding the foregoing, no invasive testing of either the land or the improvements, including soil boring or drilling, shall be done at the Property without Seller's prior written consent, such consent not to be unreasonably withheld. Buyer shall indemnify and hold harmless Seller and its agents and employees harmless from any liability, cost, expense, damage or injury related to Buyer's entry onto the Property and due diligence activities, and Buyer shall promptly restore the Property to its condition prior to Inspection, at Buyer's cost, which obligations shall survive the termination or Closing of this Agreement.

(b) **Termination Right.** If Buyer shall, in its sole discretion, decide that the Buyer's Conditions have not been satisfied by the expiration of the Inspection Period, Buyer may, at its option, terminate this Agreement by delivering written notice to Seller prior to expiration of the Inspection Period, whereupon the Deposit shall be promptly returned to Buyer (but, Buyer shall restore the Property to the same condition as existed prior to Buyer's Inspections before Buyer shall

be entitled to receive a refund of the Deposit), this Agreement shall terminate, and Buyer and Seller shall be released of all obligation or liability hereunder, except for obligations that expressly survive termination hereof. Upon termination of this Agreement, the Lease shall remain in full force and effect. If Buyer fails to deliver written notice terminating this Agreement prior to expiration of the Inspection Period, Buyer shall be deemed to have waived all contingencies, whereupon the Deposit shall be deemed non-refundable, except in instances of Seller's default in fulfilling its obligations hereunder or the conditions as described in Section 14(b) are not met, and the parties shall proceed to consummate the transaction in accordance with this Agreement.

(c) **Condition of Property.** Buyer acknowledges that it shall have an opportunity to inspect the Property to its reasonable satisfaction. Seller makes no representation or warranty of any kind or nature, implied or express, concerning the Property other than those expressly set forth in this Agreement. Buyer agrees to accept the Property "as is" and "with all faults" subject only to any express representations and warranties of Seller contained herein. Buyer may inspect the Property as provided herein, and if this transaction is closed, then Seller shall have no responsibility or liability to Buyer as to the condition of the Property, except as expressly provided for in this Agreement. Buyer waives and releases any and all claims it may have against Seller pursuant to Part 201 of the Michigan Natural Resources and Environmental Protection Act, M.C.L. 324.20101 et seq., or other federal or state statutes governing remediation of contaminated properties.

4. **Survey; Land Division.** Buyer shall order a survey of the Property (the "**Survey**") and promptly provide copies thereof to Seller. The cost of the Survey shall be split equally between Buyer and Seller. The legal description for the Property set forth in the Survey shall be used for conveyance of the Property, provided that the parties reasonably agree that such legal description accurately depicts the Property in accordance with this Agreement. The parties shall mutually work together in good faith so that the Survey accurately depicts the Property and the Retained Parcel. Buyer shall submit the land division application, to be mutually agreed upon by Buyer and Seller, for the split (the "**Lot Split**") of the Property from the Parent Parcel to all applicable governing authorities within forty-five (45) days after the Effective Date. The Survey shall also contain such items and descriptions as the parties may mutually agree upon in connection with the Easement Agreement (defined below).

5. **Evidence of Title.** Seller shall order and deliver to Buyer a commitment for an owner's policy of title insurance from the Title Company within five (5) days after the Effective Date to insure Buyer, in an amount equal to the full amount of the Purchase Price, together with a copy of all recorded documents affecting the Property which constitute (or will at Closing constitute) encumbrances against the Property or exceptions to Seller's title (the "**Title Commitment**"). The cost of the premium for the owner's policy of title insurance issued pursuant to the Title Commitment shall be paid by Seller at Closing. The cost of any lender's policy or any endorsements with respect to the title policy for the Property shall be paid by Buyer at Closing. All matters of record or that would be revealed by accurate surveys of the Property and real estate taxes and special assessments, whether due in installments or otherwise, not due and payable on or before the Closing date, shall be referred to herein as "**Permitted Exceptions**," provided, however, that (a) any matters set forth in Buyer's Objection Notice (defined below) that Seller commits in writing to cure shall be excluded from the Permitted Exceptions, and (b) any mortgages or liens caused by Seller which can be

eliminated by the payment of a liquidated sum of money shall be excluded from the Permitted Exceptions.

6. Buyer's Title and Survey Objections. Buyer shall deliver written notice to Seller (the "**Objection Notice**") of any matters, encumbrances or exceptions set forth in the Title Commitment or the Survey that may, in Buyer's opinion, interfere with the use of the Property (each, an "**Objection**"), within fifteen (15) days of the date on which Buyer has received both the Title Commitment (and all underlying documents) and the Survey (and, in no event, later than sixty (60) days following the Effective Date), and Seller shall have ten (10) days from the date of such notification to, at Seller's option, either (a) notify Buyer in writing that it declines to cure the Objections (the "**Declination Notice**"), or (b) to cure or notify Buyer that it commits to cure such Objections prior to Closing, in which case the cure thereof shall be a condition to Closing. **If** Seller delivers a Declination Notice or fails to respond at all to Buyer's Objection Notice within ten (10) days, Buyer shall have three (3) days following receipt of Seller's Declination Notice, or, if Seller fails to reply, three (3) days following expiration of Seller's 10-day reply period, to either (i) deliver written notice that it waives those Objections that Seller did not commit to cure, and accepts title subject to all such Objections; or (ii) deliver written notice terminating this Agreement, whereupon the Deposit shall be promptly returned to Buyer, and the parties shall have no further rights or obligations hereunder, except for those which may expressly survive termination hereof. **If** Buyer fails to deliver any notice within such 3-day period, it shall be deemed to have waived all Objections that Seller did not commit in writing to cure, and agreed to accept the Property subject to all Permitted Exceptions.

7. Buyer's Representations and Warranties.

(a) Buyer is a public school academy operating as a Michigan nonprofit corporation and a governmental agency of the State of Michigan, organized pursuant to Part 6A of Chapter 380 of The Revised School Code, Act No. 451, Public Acts of Michigan, 1976, as amended, Michigan Compiled Laws ("M.C.L.") §380.501 et seq. (the "**School Code**"), and the Michigan Nonprofit Corporation Act, Act No. 162, Public Acts of Michigan, 1982, M.C.L. §450.2101 et seq.

(b) Bay Mills Community College, pursuant to the School Code and The State School Aid Act of 1979, Act No. 94, Public Acts of Michigan, 1979, as amended, M.C.L. §388.1601 et seq., is the "authorizing body" (within the meaning of Section 501(2)(a) of the School Code) and, for purposes of transferring state school aid payments, is the fiscal agent for the Buyer (as required by Section 507(1) of the School Code), and has issued a contract within the meaning of Section 501(2)(d) of the School Code) to charter a public school academy to the Buyer.

(c) Buyer has full power and authority to enter into this Agreement and other related documents and to consummate the transactions contemplated by this Agreement. Buyer has duly executed and delivered this Agreement as its lawful, valid, and legally binding obligation, and this Agreement is enforceable in accordance with its terms. Buyer is not a party to any contract, settlement, judicial order, or other agreement of any kind that would prohibit or otherwise restrict the ability of Buyer to buy the Property from Seller pursuant to this Agreement.

(d) Buyer represents and warrants that it shall use the Property for the Intended Use and acknowledges that this representation and warranty constitutes a material inducement to Seller's agreement to convey the Property to Buyer, and shall survive the Closing of this transaction.

8. Seller's Representations and Warranties. Seller makes the representations and warranties described in this Section.

(a) Authority. Seller has full power and authority to enter into this Agreement and other related documents and to consummate the transactions contemplated by this Agreement. Seller has duly executed and delivered this Agreement as its lawful, valid, and legally binding obligation, and this Agreement is enforceable in accordance with its terms. Seller is not a party to any contract, settlement, judicial order, or other agreement of any kind that would prohibit or otherwise restrict the ability of Seller to sell the Property to Buyer pursuant to this Agreement.

(b) Title to Property. Seller owns fee title to the Property. To the best of Seller's knowledge, there are no matters encumbering title to the Property, other than those matters that will be disclosed on the Title Commitment.

(c) Exclusive Arrangement. Seller has not made any agreement to sell any of the Property to any person other than Buyer. Seller has not given to any person an option to purchase the Property which is enforceable or exercisable now or at any time in the future. The foregoing shall not be construed as prohibiting Seller from accepting back-up offers for the Property, but Seller may accept back up offers for the Property only if each back-up offer contains a covenant of the offeror that the offeror will not interfere with the rights of Buyer under this Agreement, and will not seek to induce Seller to breach its obligations under this Agreement.

(d) No Leases. There are no leases or occupancy agreements, oral or written, for **all** or any portion of the Property, other than the Lease between Seller, as landlord, and Buyer, as tenant, for the Property (the "**Lease**").

9. Closing.

(a) The closing hereunder shall ~~take~~ place within fifteen (15) days after the earlier of (i) Buyer's satisfaction of Buyer's Conditions, or (j.i) the expiration of the Inspection Period, on a date to be mutually agreed upon by the parties, but no later than June 30, 2015 (the "**Closing**") at the Grand Haven, Michigan offices of the Title Company, such other location as the parties may agree upon, or by an escrow mail closing administered by Title Company. Upon the Closing, the Lease shall be terminated and of no further effect.

- (b) The purchase and sale of the Property shall be consummated by the following:
- (i) Execution and delivery by Seller of a warranty deed conveying to Buyer fee simple title to the Property, subject only to the Permitted Exceptions.
 - (ii) Delivery of a Closing Statement duly executed by Seller and Buyer providing for the prorations and adjustments required hereunder.
 - (iii) An affidavit that Seller is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code.
 - (iv) A copy of the resolution by Buyer's Board of Directors and of the resolution by Seller's Board of Directors, authorizing this transaction.
 - (v) Delivery by Buyer, in good funds, of the balance of the Purchase Price.
 - (vi) Delivery of the Option to Purchase and Easement Agreement (each defined below) duly executed by Seller and Buyer.
 - (vii) Execution and delivery of such other documents and instruments as may be required by any other provision of this Agreement or as may reasonably be required to carry out the terms and intent of this Agreement.
 - (viii) Possession of the Property shall be delivered by Seller to Buyer at Closing.

10. Prorations and Adjustments. The following shall be prorated and adjusted between Seller and Buyer on the basis that Buyer is the owner of the Property as of the Closing date:

(a) The Property is currently exempt from ad valorem property taxes, and there shall thus be no proration of property taxes hereunder. Seller shall be responsible for payment of all installments of special assessments due and payable or constituting a lien prior to the date of Closing, if any, and Buyer shall be responsible for payment of all special assessments due and payable, whether in installments or otherwise, or constituting a lien from and after the date of Closing. Buyer shall be responsible for payment of all property taxes that become due and payable or constituting a lien from and after the date of Closing.

(b) Charges for electricity, water/sewer, natural gas and sanitation accruing before, on, or after the Closing Date shall be paid by Buyer.

(c) Seller shall pay real property transfer taxes, if any, in connection with the consummation of this transaction.

(d) The Deposit shall be credited against the Purchase Price due at Closing.

(e) Buyer shall pay (i) the premium due for any lender's title insurance policies, (ii) any endorsements requested by Buyer, and (iii) the fees for the recording of the deed, the Option to Purchase and the Easement Agreement.

(f) Seller shall pay the premium due for the owner's title policy.

(g) Buyer and Seller shall each pay (i) one-half of the closing fee charged by Title Company.

(h) The fees and expenses of Seller's designated representatives, consultants, and attorneys shall be paid by Seller, and the fees and expenses of Buyer's designated representatives, consultants and attorneys shall be paid by Buyer.

II. Cross-Easement Agreements. Seller owns real property adjacent to the Property commonly known as 1220 Kingsley, Muskegon, Michigan (the "**Adjacent Parcel**"). Seller and Buyer agree to work together to prepare perpetual easements across, under and through the Property and the Adjacent Parcel for the parking, ingress and egress, utilities, and other items Seller and Buyer may mutually agree upon for the consistent and continued use of both the Property and the Adjacent Parcel (collectively, the "**Cross Easements**"). The Cross Easements shall be an interest in realty that run with the Property and the Adjacent Parcel, and shall be memorialized in an easement agreement in the form and containing the terms mutually agreed upon by the parties (the "**Easement Agreement**").

12. Default.

(a) **If** Buyer defaults hereunder, and fails to cure such default within (10) business days following delivery to Buyer of written notice thereof, then Seller's remedies shall be to either: (i) terminate this Agreement, whereupon the Deposit shall be delivered by Title Company to Seller, and retained by Seller as liquidated damages, and neither party shall have any further liability or obligation to the other except as to indemnification obligations hereunder that survive termination; or (ii) seek specific performance of this Agreement. The parties acknowledge and agree that actual damages in such event are uncertain in amount and difficult to ascertain and that said amount of liquidated damages was reasonably determined.

(b) **If** Seller defaults hereunder, and fails to cure such default within ten (10) business days following delivery to Seller of written notice thereof, Buyer's sole and exclusive remedies shall be to either: (i) terminate this Agreement whereupon the Deposit shall be promptly returned to Buyer, and neither party shall have any further liability or obligation to the other except as to indemnification obligations hereunder that survive termination; or (ii) seek specific performance of this Agreement.

13. Brokers. Seller and Buyer each represent and warrant to each other, other than Stuart Kingma and NAI Wisinski of West Michigan, that they have had no dealings with any real estate brokers or agents in connection with the negotiation of this Agreement. Each party agrees to indemnify and hold the other harmless from any cost, expense, or liability (including attorneys' fees) arising from a breach of this representation.

14. Conditions Precedent.

(a) In addition to any other conditions made as part of this Agreement, Seller's obligation to sell and perform all duties set forth herein shall be conditioned upon the satisfaction or waiver of the following conditions precedent on or before the dates specified in each case. The following condition shall be deemed to be for the sole benefit of Seller (and may be waived in writing by Seller, at its option, if not timely satisfied):

(i) Buyer shall have made the Deposit on or before the date specified in Section 2 above.

(ii) Seller shall have received the executed Easement Agreement in form and substance satisfactory to Seller.

(iii) Seller shall have received the executed Option to Purchase in form and substance satisfactory to Seller.

(iv) Seller shall have obtained approval from its Board of Directors of the transactions contemplated by this Agreement.

(v) Approval of the Lot Split shall have been obtained.

If (1) Buyer fails to tender the Deposit on the date required by Section 2 of this Agreement, Seller shall have the right to terminate this Agreement upon notice delivered to Buyer at any time thereafter but prior to the tender of the Deposit, or (2) the conditions in Section 14(a)(ii) through 14(a)(v) are not satisfied on or prior to the Closing date, Seller shall have the right to terminate this Agreement upon written notice to Buyer. **If** Seller delivers such notice of termination, this Agreement shall terminate, and the parties shall have no further rights or obligations hereunder (except for obligations which expressly survive termination hereof). Upon termination of this Agreement, the Lease shall remain in full force and effect.

(b) In addition to any other conditions made as part of this Agreement, Buyer's obligation to purchase and perform all duties set forth herein shall be conditioned upon the satisfaction or waiver of the following conditions precedent on or before the dates specified in each case. The following condition shall be deemed to be for the sole benefit of Buyer (and may be waived in writing by Buyer, at its option, if not timely satisfied):

(i) Buyer shall have received the executed Easement Agreement in form and substance satisfactory to Buyer.

(ii) Buyer shall have obtained approval from its Board of Directors and Bay Mills Community College of the transactions contemplated by this Agreement.

(iii) Approval of the Lot Split shall have been obtained.

If the conditions in Sections 14(b)(i-iii) are not satisfied on or prior to the Closing date, Buyer shall have the right to terminate this Agreement upon written notice to Seller. **If** Buyer delivers

such notice of termination, this Agreement shall terminate, and the parties shall have no further rights or obligations hereunder (except for obligations which expressly survive termination hereof). Upon termination of this Agreement, the Lease shall remain in full force and effect.

15. Damage, Destruction or Condemnation. If the Property is damaged by fire or other casualty or subject to condemnation proceedings, prior to Closing, Seller shall give Buyer notice of the damage and the commencement of any such proceeding together with information regarding the insurance or condemnation proceeds that will be available to Seller. If (a) part or all of the Property is condemned, (b) substantial damage to the Property occurs (damage or destruction of 25% or more of any of the Property being deemed substantial), or (c) any damage occurs to the Property that is not insured, that will cost more than \$100,000 to repair, and that affects a portion of the Property that Buyer did not plan to demolish or substantially rebuild in connection with its plans and intended use, and Seller does not agree to credit the excess cost to repair such uninsured damage against the Purchase Price at Closing, Buyer shall have the option to either terminate this Agreement within fifteen (15) days following receipt of Seller's notice of the damage or condemnation, and receive a refund of the Deposit, or proceed to close this transaction in which event Seller shall assign and pay over to Buyer at the Closing all insurance and condemnation proceeds received or to be received by Seller as the result of such fire or other casualty or condemnation proceedings. If damage occurs to the Property that is not substantial, Seller shall assign and pay over to Buyer at the Closing all insurance proceeds received or to be received by Seller as the result of such fire or other casualty.

16. Option to Purchase and Right of First Refusal. At the Closing, Seller and Buyer shall enter into an Option to Purchase and Right of First Refusal Agreement (the "**Option to Purchase**") in the form attached as Exhibit C granting Seller the exclusive option to purchase the Property and a right of first refusal with respect to the Property, under certain terms and conditions.

17. Miscellaneous.

(a) This written Agreement, including all exhibits attached hereto, constitutes the entire agreement and understanding of the parties, and there are no other prior or contemporaneous written or oral agreements, undertakings, promises, warranties, or covenants not contained herein.

(b) This Agreement may be amended only by a written memorandum subsequently executed by both of the parties hereto.

(c) In the event that any provision of this Agreement shall be unenforceable in whole or in part, such provision shall be limited to the extent necessary to render the same valid, or shall be excised from this Agreement, as circumstances require, and this Agreement shall be construed as if said provision had been incorporated therein as so limited, or as if said provision had not been included herein, as the case may be.

(d) This Agreement shall be binding upon and shall inure to the benefits of the parties hereto, and their respective heirs, executors, personal representatives, successors, and assigns.

(e) All notices to be given hereunder shall be in writing and delivered to the respective addressed set forth below, and shall be deemed given: (i) upon the day of personal delivery or refusal to accept personal delivery, or (ii) one business day after deposit with a nationally recognized overnight courier service marked for overnight delivery, or (iii) two business days after deposit in a United States Postal receptacle if sent certified mail, return receipt requested.

If to Buyer:

Lynn Marie Young
President
Three Oaks Public School Academy
1212 Kingsley
Muskegon, Michigan 49442

With a copy to:

Je <A C0;lkg—

Michele
PO Box 141493
Grand Rapids MI 49548
If to Seller:

Doug Doty
Principal
Western Michigan Christian High School
455 East Ellis Road
Muskegon, Michigan 49441

With a copy to:

Stuart J. Kingma, SIOR
Associate Broker
NAI Wisinski of West Michigan
100 Grandville Avenue, SW, Suite 100
Grand Rapids, Michigan 49503

And a copy to:

Scott D. Alfree
Varnum LLP
Bridgewater Place, P.O. Box 352
Grand Rapids, Michigan 49501-0352

Either party may change their addresses as set forth above which change shall be effective five (5) business days after notice of such change is given.

(f) This Agreement shall be construed in accordance with and governed in all respects by the laws of the State of Michigan.

(g) If Buyer does not close on the purchase of the Property, Buyer shall provide Seller with copies of any surveys, reports or plans received or developed by Buyer during the Inspection Period or prior to Closing.

(h) This Agreement may be executed in any number of counterparts and/or by e-mailed "PDF" documents, each of which shall be treated as an original, but all of which collectively shall be construed as a single instrument.

(i) Buyer shall not assign its rights or obligations hereunder without Seller's prior written consent.

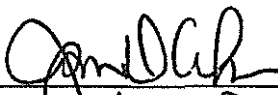
(j) Seller and Buyer hereby acknowledge and agree that the terms and conditions of this Agreement and any related documents shall remain confidential and neither party shall disclose the terms hereof or any related documents to any other party, except to lenders, consultants, and to such other persons or entities to whom Seller or Buyer would disclose such information in the ordinary course of its business. Each of the parties hereto covenants and agrees that it shall keep the other's Confidential Information (as defined below) learned in the course of the parties' relationship under this Agreement, or otherwise obtained, secret and confidential and that, unless required by a court order, it will not at any time, without the prior written consent of the other, use or disclose the other's Confidential Information for any purpose. All Confidential Information obtained by a party shall be returned to the party to whom such information belongs or shall be destroyed as requested by the party to whom such information belongs. "Confidential Information" shall mean any data, reports, assessments, Property information, trade secret, or other information of a party that is not already in the public domain and is treated as confidential by the party to whom it belongs. The terms of this Section shall survive the Closing or earlier termination of this Agreement. No press or other publicity release will be issued to the general public concerning the proposed transaction without mutual consent unless required by law, and then only upon prior written notice to the other party.

[Signatures appear on the following pages.]

All parties hereto have caused this Agreement to be executed on the date or dates set forth below, to be effective as of the latest of the dates set forth below (the "**Effective Date**").

BUYER:


THREE OAKS PUBLIC SCHOOL ACADEMY

By: 
Name: James D. Crocker
Title: CAO & Treasurer

Executed by Buyer **this** day of _\!\-\'-'-' :c....::+-----" 2015.

SELLER:

MUSKEGON CHRISTIAN SCHOOL

By: 
Name: Douglas Dady
Title: Principal

Executed by Seller this **J.1** day of fv\., ""q"- 'lt-----' 2015.

9312267.3

ACKNOWLEDGMENT OF RECEIPT OF DEPOSIT

Sun Title Agency hereby acknowledges receipt of the Deposit required under Section 2 of the foregoing Agreement, and agrees to hold the Deposit under the terms specified in the Agreement.

SUN TITLE AGENCY

By: _____

Name: _____

Title: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PARENT PARCELEL

That part of the Northwest 1/4 of Section 28, Town 10 North, Range 16 West, described as: The East 346.5 feet of the West 676.5 feet of that part of the Northwest 1/4 lying North of Evanston Avenue and South of Catherine Avenue, as platted. ALSO including the West 112 of vacated Eastgate Street described being that portion lying between the North line of Evanston Avenue and a point 152 South of the South property line of Catherine Avenue.

Parcel No. 24-128-100-0007-00

EXHIBIT B DEPICTION OF THE
PROPERTY

EXHIBIT C OPTION TO PURCHASE

This Option to Purchase, including Right of First Refusal ("Agreement"), dated _____, 2015 (the "Effective Date"), is made by and between MUSKEGON CHRISTIAN SCHOOL, a Michigan nonprofit corporation, whose address is 455 East Ellis Road, Muskegon, Michigan 49441 ("Christian") and THREE OAKS PUBLIC SCHOOL ACADEMY, a Michigan nonprofit corporation and public school academy operating under the laws of the State of Michigan, whose address is 1212 Kingsley, Muskegon, Michigan 49442 ("Three Oaks"), with reference to the following:

Background

A Three Oaks is the owner of certain real property located in the City of Grand Rapids, Kent County, Michigan, commonly known as 1212 Kingsley, Muskegon, Michigan, Parcel No. 24-128-100-0007-10, and legally described on Attachment 1 (the "Three Oaks Property").

B. Three Oaks intends to operate a facility on the Property at all times for magnet and/or theme education and vocational programs for students, grades kindergarten through 5th and as a "public school academy" (the "Intended Use"), as that term is defined in Part 6A of Chapter 380 of The Revised School Code, Act No. 451, Public Acts of Michigan, 1976, as amended, Michigan Compiled Laws ("M.C.L.") §380.501 et seq. (the "School Code"). Bay Mills Community College, pursuant to the School Code and The State School Aid Act of 1979, Act No. 94, Public Acts of Michigan, 1979, as amended, M.C.L. §388.1601 et seq., is the "authorizing body" (within the meaning of Section 501(2)(a) of the School Code) and, for purposes of transferring state school aid payments, is the fiscal agent for Three Oaks (as required by Section 507(1) of the School Code), and has issued a contract within the meaning of Section 501(2)(d) of the School Code) to charter a public school academy (the "Charter") to Three Oaks.

C. Pursuant to a deed given immediately prior to this Agreement, Christian transferred the Three Oaks Property to Three Oaks.

D. As a condition of the transfer, Christian desires to impose upon the Three Oaks Property certain covenants, conditions, and restrictions for the benefit of Christian.

E. As part of the consideration for the transfer of the Three Oaks Property, Three Oaks agrees to abide by the covenants, conditions and restrictions set forth in this Agreement.

F. Three Oaks wishes to grant Christian (i) an option to purchase the Three Oaks Property; and (ii) a right of first refusal with respect to the Three Oaks Property, upon the provisions set forth below.

Agreement

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree that the Three Oaks Property shall be held, sold, and conveyed subject to the provisions of this Agreement which shall run with the land, and shall be binding on all parties having any right, title, or interest in the Three Oaks Property.

I. Purchase Option at Fair Market Value.

(a) **If** at anytime Three Oaks (i) dissolves or is terminated; (ii) loses its Charter or fails to have its Charter renewed, unless a charter from another authorizing body is received on or before the effective date of revocation or nonrenewal of the Charter; (iii) ceases to operate a facility at the Three Oaks Property for the Intended Use for thirty (30) consecutive days for any reason other than due to fire, other casualty or renovations, or (iv) becomes insolvent or bankrupt, or makes an assignment for the benefit of creditors or consents to the appointment of a trustee or receiver for it or for the greater part of its properties; or a trustee or receiver is appointed for Three Oaks or for the Three Oaks Property without its consent and is not discharged within sixty (60) days; or bankruptcy, reorganization or liquidation proceedings are commenced by or against Three Oaks, and if commenced against Three Oaks are consented to by it or remain undismissed for sixty (60) days, or an order for relief is entered in any bankruptcy proceeding (each of (i), (ii), (iii) and (iv) a **"Trigger Event"**), then Christian shall have the option (the **"Purchase Option"**) to purchase the Three Oaks Property from Three Oaks for a purchase price equal to the fair market value of the Three Oaks Property (as determined in Section I(b) below). Three Oaks shall provide written notice to Christian of the occurrence of a Trigger Event promptly after a Trigger Event has occurred. **If** Christian elects to exercise the Purchase Option, Christian shall do so by delivering written notice (the **"Purchase Notice"**) to Three Oaks within sixty (60) days after Christian receives written notice of the occurrence of a Trigger Event or, if Three Oaks fails to provide written notice of a Trigger Event, at any time thereafter that Christian learns that a Trigger Event has occurred. **If** Christian exercises the Purchase Option, the closing shall occur within thirty (30) days after the purchase price is established. Three Oaks shall convey the Three Oaks Property to Christian by warranty deed at the closing. **If** Christian declines to exercise the Purchase Option or fails to timely exercise the Purchase Option, and, at Christian's option, shall vacate the Three Oaks Property at or before Closing. Christian shall be deemed to have waived the Purchase Option with respect to that particular Trigger Event.

(b) **If** Christian provides the Purchase Notice, Christian and Three Oaks shall in good faith negotiate the purchase price of the Three Oaks Property, which amount shall be equal to the fair market value of the Three Oaks Property at such time. **If** Christian and Three Oaks cannot in good faith agree upon such amount within thirty (30) days after the date of the Purchase Notice, then each party shall, at its cost, retain a disinterested, licensed, MAI appraiser to determine the fair market value of the Three Oaks Property. **If** the two appraisal amounts are within ten percent (10%) of each other, then the amount of the purchase price for the Three Oaks Property shall be the average of the two appraisal amounts. **If** the two appraisal amounts vary by more than ten percent (10%), then the appraisers shall agree upon and appoint for the parties a third disinterested, licensed, MAI appraiser to determine the fair market value of the Three Oaks Property. **If** the third appraisal is between the other two appraisal amounts, then the purchase price of the Three Oaks Property shall be

the amount determined by the third appraiser. Otherwise, the purchase price of the Three Oaks Property shall be the average of the third appraisal amount and the next closest appraisal. Christian and Three Oaks shall each pay one-half of the cost of the third appraisal. All appraisers shall be instructed to complete their appraisals within thirty (30) days of their engagement, with the goal of completing all appraisals within that period.

(c) **If**, once the purchase price of the Three Oaks Property is determined, as described in this Agreement, Christian determines that the purchase price is not acceptable to Christian, Christian may rescind the Purchase Notice, in which case, Christian shall not be obligated to purchase the Three Oaks Property. **If** Christian rescinds the Purchase Notice, Christian must do so by written notice to Three Oaks, sent within fifteen (15) days after the purchase price is established.

2. Right of First Refusal. **If** at any time Three Oaks receives a bona fide third party offer (an "**Offer**") to purchase all or a portion of the Three Oaks Property that Three Oaks wishes to accept, Three Oaks shall deliver written notice to Christian (the "**Right of Refusal Notice**") with a copy of the Offer. Christian shall then have the right (the "**Right of First Refusal**"), exercisable by written notice delivered to Three Oaks within thirty (30) days following Christian's receipt of the Right of Refusal Notice, to purchase the Three Oaks Property from Three Oaks for the purchase price and for the terms and conditions recited in the Right of Refusal Notice. **If** Christian exercises the Right of First Refusal, the closing shall occur within the later of thirty (30) days after the date of the Right of Refusal Notice or the closing date set forth in the Offer. **If** Christian declines to exercise the Right of First Refusal or fails to timely respond to the Right of Refusal Notice, Christian shall be deemed to have waived the Right of First Refusal as to the particular sale; however, the Right of First Refusal granted in this Section shall continue as to each successive owner, for the duration of this Agreement.

3. Restrictions Run with Land; Term. Unless earlier terminated as described in this Agreement, this Agreement shall run with and bind the land comprising the Three Oaks Property until the date that is ten (10) years after the date of this Agreement.

4. Enforcement. Christian shall have the right to enforce, by any proceeding at law or in equity, the provisions of this Agreement. Failure by Christian to enforce any of the provisions of this Agreement shall not be deemed a waiver of the right to do so thereafter.

5. Invalidity of Provision. Invalidation of any one of the provisions contained in this Agreement by a judgment or order of a court shall not affect the validity of any other provision of this Agreement.

6. Binding Effect. The provisions of this Agreement shall inure to the benefit of and shall be binding on the parties and their respective successors and assigns. Without limiting the generality of the foregoing, any grantee of the Three Oaks Property, together with the heirs, assigns, and subsequent grantees of Three Oaks, by acceptance of a deed of conveyance of the Three Oaks Property shall be bound by the provisions of this Agreement.

7. Cost to Enforce. If Christian retains an attorney or files suit to enforce the provisions of this Agreement against Three Oaks, Three Oaks shall reimburse Christian for all of Christian's costs and expenses of enforcement, including reasonable attorneys' fees and costs.

8. Memorandum. The parties shall execute, acknowledge and record a memorandum of Option to Purchase to give public notice of this Agreement.

9. Notices. Any notice required or permitted to be given hereunder shall be deemed to have been properly given, if in writing and delivered to the parties at the addresses listed below, and shall be deemed given (a) upon delivery, if delivered in person, (b) one (1) business day after having been deposited for next day overnight delivery with a nationally recognized overnight courier service, or (c) two (2) business days after having been deposited in any U.S. Post Office or mail depository and sent by certified mail, postage paid, return receipt requested.

If to Buyer:

Lynn Marie Young
President
Three Oaks Public School Academy
1212 Kingsley
Muskegon, Michigan 49442

With a copy to:

Sarah K. Wilder
Vice President
M. Cboiu..
PO Box 141493
frk i,j.., M.' I#S/-
If to Seller:

DougDoty
Principal
Western Michigan Christian High School
455 East Ellis Road
Muskegon, Michigan 49441

With a copy to:

Stuart J. Kingma, SIOR
Associate Broker
NAI Wisinski of West Michigan
100 Grandville Avenue, SW, Suite 100
Grand Rapids, Michigan 49503

And a copy to:

Scott D. Alfree

VarnumllP

Bridgewater Place, P.O. Box 352

Grand Rapids, Michigan 49501-0352

[Signatures appear on the following page.]

IN WITNESS WHEREOF, the parties have executed this Agreement as of Effective
Date.

SELLER:


MUSKEGON CHRISTIAN SCHOOL, a
Michigan nonprofit corporation

By: _____

Title: _____

BUYER:

THREE OAKS PUBLIC SCHOOL ACADEMY,
a Michigan nonprofit corporation and public school
academy operating under the laws of the State of
Michigan

By:  _____

Title: CAO & Treasurer

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

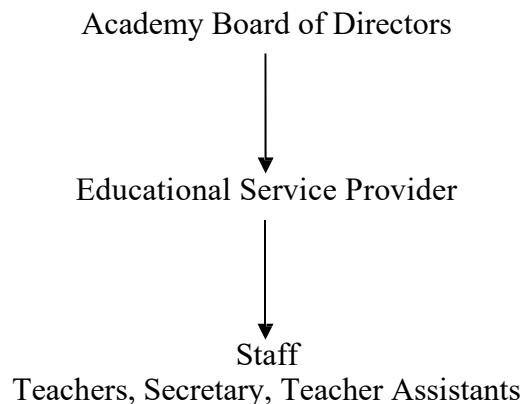
The College Board shall appoint the Board of Directors of the Academy (“Academy Board”). The Academy Board has all the powers and duties permitted by law to manage the business, property and affairs of the Academy. The Academy Board is responsible for assuring that the Academy operates according to the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

Lynn Young, President	7/1/20-6/30/23
James D. Crocker, Treasurer	7/1/19-6/30/22
Todd Smith, Member	7/1/20-6/30/23
Charles A. Scherf, Member	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 2-6 will be assessed using the following metrics and achievement targets.

GRADES	METRICS	ACHIEVEMENT TARGETS
Grades 2-6	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 2-6 at the Academy will be assessed using the following metrics and growth targets:

Grades	Metrics	Growth Targets
Grades 2-6	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

7C
**Three Oaks Public School Academy
Educational Program**

The educational program of Three Oaks Public School Academy is symbolic of the Academy's name: Each oak tree represents a foundation pillar of Three Oaks educational practices. The roots of each oak are so intertwined that one is necessary to support the other. To understand the three oaks, there is a premise that must be assumed.

Premise

Every child is a unique individual capable of contributing in their own individual ways. Three Oaks will not acknowledge preconceived ideas, conditions, labels and judgments that confine and limit our children's contributions. We assume full inclusion. By inclusion, we mean: full time regular class membership. "Inclusion" communicates something more than "integration." It means people participating in families, in schools (and classrooms), in workplaces, and in community life. "Inclusion" implies that people are welcomed, that each person reaches out to include another person. Inclusion is different from "letting in" or "adding on." Inclusion conveys the idea that we appreciate each other, that we seek each other's gifts, and that we value being together. Inclusion speaks to the importance of relationships. (TASH Newsletter, June 1990)

Acceptance, Belonging and Community must be in place before educational growth and learning can occur. ("The ABC's," adapted by Martha Forest, Center for Integrated Education and Community)

The educational program is designed to provide students with academic knowledge, skills, and attitudes to exceed performance and behavior measures established by the Academy Board, to give staff parameters in which to perform their responsibilities, and to provide parents and the general public with information on the specialized instructional program of the Academy and the achievement of its students. The Academy's mission statement is the guiding statement for programs and activities.

The First Oak: Brain Compatible Instruction

At Three Oaks, each child's individual strengths are determined in consultation with their parents and teaching strategies and meaningful life experiences are matched to help learning become as exciting, natural, and permanent as possible. For children, this is an opportunity to become successful, where previous academic programs have failed, or children have become bored or frustrated.

The Second Oak: Developmentally Appropriate Practice

Three Oaks accepts children wherever they are and takes them wherever they can go. Readiness is not an issue. Children will not be coerced into learning a concept until they are developmentally ready. At Three Oaks, true developmental levels are recognized and respected so that children do not miss vital foundational learning experiences.

The Third Oak: Learning Centered School Culture

The learning centered school culture provides all children with a positive learning environment that accelerates the achievement of all students by developing learning environments and empowering learners through academic rigor and inquiry-based instruction. Learning is active, engaging, and focused on students learning how to apply concepts, analyze information, and solve problems in real world situations. Information is presented in a way that is relevant and meaningful to the learner. The learning centered school culture is characterized by the following characteristics:

Teaching and learning are prioritized to support high academic expectations for student learning.

Supplemental assistance and prescribed interventions are provided to support student learning.

Professional Learning Centers provide the framework for collaboration, school improvement, and accountability for outcomes.

Leadership and faculty have an explicit focus on academic achievement and test preparation.

Unity of purpose by the faculty and staff ensures that the school is a safe, positive, intellectually challenging learning center.

Teachers have regular access to instructional resources and professional development opportunities.

Three Oaks is a non-traditional, accelerated preschool through sixth grade, tuition free, public school academy with an experiential hands-on curriculum that is aligned to the Common Core State Standards (CCSS). It is fully inclusive and celebrates diversity of learners. This is a school of choice for students, parents and staff. For some children, this is an opportunity to become successful, where previous academic programs have failed or children have become bored or frustrated.

Readiness is not an issue. True developmental levels are recognized and respected so that children do not miss vital foundational learning experiences while understanding that each child reaches these levels at their own pace and in their own time.

Each child's individual strengths are determined, in consultation with their parents, and teaching strategies and meaningful real-life experiences are matched to help learning become exciting, natural, and permanent as possible.

Curriculum subjects are not taught in isolation but are integrated whenever possible and learned through both discrete and project-based experiences.

Values and Character Education

Character education is an essential part of the curriculum fostering an environment that provides safety, acceptance and belonging, while building a community of personally responsible, compassionate and capable citizens.

Our values are developed through the Character Education Program's nine traits or universal values:

- ./ Respect
- ./ Responsibility
- ./ Cooperation
- ./ Compassion
- ./ Good Judgment
- ./ Integrity
- ./ Perseverance
- ./ Courage
- ./ Citizenship

Our values are developed as school values to empower our students with knowledge, skills, and attitudes to achieve educational and personal success as lifelong learners and responsible citizens through our Character Education Program. Our values help guide our students toward the American standard of "the enlightened citizen" in a diverse society.

Kindergarten through Sixth Grades

Organization

Three Oaks Public School Academy operates as a unified PK- 6 school. Resource teachers and learning specialists will float between sub-schools.

Teachers are members of Professional Learning Communities for solving assignment related problems, building professional relationships, and sharing responsibility for academic achievement and social development of all children in their assignment areas as part of the total school. The team of teachers will work collaboratively to ensure that each child is learning at his or her ability level.

Accelerated Learning

The term that embraces the Academy's instruction model is Accelerated Learning. Our general definition embraces the basic tenets of Henry M. Levin's accelerated school model. The goal is to provide all children with challenging academic programs to ensure that all underachieving children learn with their peers on the "level playing field" and that all children enjoy the same advantages as gifted and talented children. Teachers and staff working collaboratively and in active partnerships with parents are fundamental components of Levin's accelerated school model. The educational program embraces these basic tenets for the delivery of instruction.

Performance Based Promotion

Students are expected to master the curriculum scope and sequence for their respective grade levels to be promoted to the next grade. Performance based promotion requires the Academy to make certain that outstanding teachers are in all classrooms, that the curriculum, instruction, and assessment are closely aligned and provide reliable and valid information, and that open communications characterize the partnership between teachers and parents.

The Academy believes that all children can satisfactorily master the content standards established by the State of Michigan as well as the additional content standards established by the Academy. We must make certain that children do not become "Prisoners of Time." We know that each child learns at a different pace. Consequently, we will establish constant achievement checkpoints for student performance.

A student who has not satisfactorily mastered the essential knowledge and skills for a grade level will be reviewed by the cross grade level team for sufficient mastery of academic knowledge and skills to overcome the deficiency with summer school and after school tutorials to be promoted to the next grade. The team may decide that the student needs to be retained or should be promoted with interventions.

Mastery will be determined on the basis of multiple assessments ranging from appropriate primary assessments in reading/language arts, standardized test scores in basic skills' areas, teacher made tests, student demonstrations of competency, and the student's portfolio of work.

Assessments at grades K-6 will include common grade level assessments, student projects, demonstrations, work portfolios, Northwest Evaluation Association Measures of Academic Progress (NWEA MAP) scores, and in grades 3-6 include M-STEP data.

To give students added learning time, the Academy will provide after school tutorials for students who are not performing at grade level and will provide extensive summer programs for students who need to "catch up" to be promoted with their peers. Also, we will schedule the school day to keep the morning schedule dedicated to the core curricula areas of Reading/Language Arts, Mathematics, Science, and Social Studies (if possible). Character Education themes will be integrated into the four core curriculum areas.

Instructional Delivery

Students' instructional time will exceed the state's instructional time requirement of 1,098 hours.

Great Start Readiness Program Preschool: The full day preschool program will operate the same hours as the regular full day for grades K-5, excluding Fridays.

Elementary Grades K-5: Elementary school grades K-5 will use a self-contained model for core curriculum delivery. Teaming and cross grade instruction may occur when in the best interest of students.

Resource and Interventions: Students may have access to resource programs in such areas as Fine Arts (Art, Music, and Performing Arts), Physical Education, foreign language (if budgeted), technology, and accelerated learning (advanced and interventions). Depending on the subject, students will remain in the classroom or go to another area of the building or grounds to work with a specialist.

Special Education services will be delivered in compliance with federal and state laws. The Academy will strive to meet all requirements of law. Students who come to the Academy with an IEP are welcome and are assured that the Academy will do everything possible to provide a free appropriate public education as described in the IEP.

The Special Education program uses the inclusion model, whenever appropriate, for providing services to students with IEPs.

In cases where the Academy program is compromised by an IEP, the Principal, or his or her designated representative, will ask the parent to meet to discuss the Academy's inclusive educational program and to discuss means by which the child might receive a higher quality educational program than that described in the IEP. The same is true for students who have 504 Plans.

All students will have access to Free Appropriate Public Education (FAPE); admission, review, and dismissal committee rules will be followed; and appropriate Individualized Educational Plans will be developed.

Educators of Excellence

Three Oaks Public School Academy will hire educators who believe that excellence derives from mastering details, comprehending concepts, and applying knowledge and skills in the real world, rather than from natural ability or social privilege. The Academy doesn't just believe all children can learn but insists that all children will learn. Pedagogy must make a difference in a child's learning. Students will be expected to apply themselves to their studies to master materials and make concepts their own.

Three Oaks Public School Academy will not track children by ability, convinced by powerful evidence that early tracking typecasts children into polarized groups of haves and have-nots, winner and losers, smart and dumb. For slower learners, consigned to watered down curriculum, the judgment too often becomes a self-fulfilling prophecy. Instead, teachers will use differentiated instruction methods to encourage all students to excel by concentrating on every child being engaged in relevant, meaningful learning activities and by holding students to high academic standards. All students, including the best and the brightest, must be stimulated and challenged by the educational program.

The premise for learning is that character development and personal management skills form the basis for schooling-students must be empowered to take responsibility for their own learning and development. The Academy must facilitate learning within an environment that encourages high ethical and academic standards and reinforces the positive values taught at home.

Curriculum

Three Oaks Public School Academy embraces the Common Core State Standards (CCSS) as its minimum standards of learning. The curriculum scope and sequence attempt to extend the minimum standards through accelerated learning practices and differentiated instruction. The scope and sequence have been aligned to the Common Core State Standards (CCSS).

Students can accelerate "forward" for more academic challenge by cross grade learning projects and resource instruction. Teachers are encouraged to integrate courses and use project-based learning to encourage the whole child. Students can leave their primary care teacher with the parent's permission. Performance based promotion does not allow students to go "backward" to a lower grade because the child has been certified by the prior year's teacher as having achieved the academic knowledge and skills essential to success at the next grade level.

Curriculum Alignment and Review

The Academy's curriculum scope and sequence is aligned to the Common Core State Standards (CCSS) and is being revised annually to be in alignment with ongoing revisions to summative assessments. The importance of curriculum alignment reaches beyond standardized state tests and student achievement to include accreditation.

The faculty working collaboratively with the Principal and the management company's curriculum and instruction team reviews the Academy's curriculum annually. The curriculum is always a "work in progress." Accelerated schools' principles and differentiated instruction accentuate the need for proper sequencing of learning objectives and experiences.

Great Start Readiness Program Preschool

Connect 4 Learning - Interdisciplinary Curriculum for Preschool

TOPSA GSRP uses Connect 4 Learning. This research-led program aligns with Michigan's Early Childhood Standards for Quality for Prekindergarten (ECSQ-PK). Children's progress is reported in the areas of social-emotional development, math, science and literacy.

Our curriculum approach is about teaching children to:

- Become independent, responsible, confident and ready for success in school.

- Learn to plan many of their own activities, carry them out, and talk with other Children and their teacher about what they have done.

- Gain Knowledge and skills in important content areas such as art, language and literacy, mathematics, social relations, and large and small muscle development through music and movements.

In order to promote early literacy with children in preschool, special emphasis is given to the areas of language and literacy. The Connect 4 Learning curriculum provides opportunities for children to develop skills related to reading and writing.

- Activities that target letter recognition

- Activities that emphasize letter sounds

- Activities that show how books look and work

- Activities that emphasize words and their meanings

What Children Learn:

- To identify letters of the alphabet

- To identify sounds that makes up words

- To identify what is in the book, new words, and the beginning and end of a book and build a love for reading

- To use an expanded vocabulary when talking

Reading/Language Arts

<https://ckla.amplify.com/>

The Academy will use a balanced phonics and trade books program as its core language arts program. Emergent readers will read leveled books that feature a blend of phonics and sight word practice needed by beginning readers.

As students learn their letter formations, they acquire simultaneously the phonemic rules that govern spelling and pronunciation of the English language. The Academy strongly believes in teaching students the correct spelling at the initial encounter, saving time and frustration in having to relearn rules after "inventive" spelling patterns have taken root. Phonic awareness is important to reading, writing, and speaking success.

Teachers will be called upon to institute an integrated interpretive reading and discussion program. Interpretive activities enable students to become more aware of their reactions as they read, develop sensitivity to language, value their own curiosity about text, and explore new ideas through writing. Through the curriculum, students practice many reading and thinking skills.

Students write for a variety of purposes and projects. Writing assignments include daily, short and long term projects. Daily projects might be something like writing in journals and blogs. Short-term assignments might involve few drafts such as letter writing, project proposals, and reports. Long-term projects typically take a minimum of four weeks and may extend over a full year.

Mathematics

<https://greatminds.org/math>

Mathematics as a discipline has its own language, patterns of thinking, and conventions. The goal of mathematics is to develop in students the higher order problem solving skills. The Academy's program strives for that goal but believes strongly that students must have a sound grasp of basic facts as the prerequisite for problem solving within all mathematical operations. The fundamentals must be learned and applied for students to move to the next level of problem solving. To be a problem solver, students have to also have sound reading comprehension skills and knowledge application skills.

Mathematics typically stands alone as a subject and is seldom integrated into other subjects until students have mastered the fundamental basic skills and operations. A building block approach introduces topics in small increments, one bit building upon another in a natural progression, until the student has mastered the concepts and the skills of Mathematics through daily and cumulative practice. As students build bits into concepts, they respond to questions and hands-on problem-solving situations to make step-by-step progress from mastery and application of basic skills to simple, practical problem solving and higher order problem solving.

Students must practice what they have learned and must constantly review and confirm their skills. Practice has to occur in the process of learning basic mathematics facts and operations. Practice has to also extend to approaches to solving problems in different types of situations.

Science

<https://mysteryscience.com/>

Science education will introduce students to science concepts at appropriate grade levels to prepare students for state tests based on Michigan Science Standards. Children who attend Three Oaks Public School Academy will be provided direct, hands on learning opportunities in which they experiment, observe, and apply science experiences in real life situations through project-based learning.

Social Studies

Social studies represent the integrated study of the social sciences to promote civic competence and good citizens. Emphasis is placed on the Principles of Democracy. Practical, real world issues will be processed through democratic institutions in a representative democracy.

The Social Studies curriculum is designed to develop enlightened citizens. Students at every grade level will be encouraged to be an active member of a club or organization that improves the school and or home community through active citizen involvement.

Resource Programs

Resource programs may be offered by qualified teachers in the following curricular areas:

- Fine Arts (Visual Arts, Chorus, Music, and Performing Arts)
- Physical Education
- Foreign Language (if budgeted)
- Technology

The Academy wishes to expose students to the arts-art, music, and performing arts• while at the same time placing the strongest emphasis on the basic skills of reading, writing, speaking, arithmetic, application of scientific knowledge, and citizenship. The arts offer children opportunities to assimilate and apply what they have learned in ways relevant and meaningful to their experiences. Their enhanced skills of communication, analysis, and self-expression enable them to understand themselves and the world around them better. Discipline learned in the arts also carries over to academic studies.

The classroom teacher integrates the Arts into the core curriculum while resource teachers provide appropriate supplemental and specialized instruction. Art and music activities nurture creativity. Students get practice imagining, experimenting, solving problems, thinking independently, and making their own decisions. They gain pride in accomplishment.

The best way for children to explore the Arts is to do them. Active practice at painting, drawing, sculpting, singing, playing simple instruments, etc. paves the way to understanding and to self-expression. In addition to being a medium of self-expression, art skills are useful to the individual in communications and related careers. Early exposure to art instruction allows the child to become art literate, able to access the creativity and expression natural to the child and bring it forward into adulthood.

Lessons take place on three fronts: creative, analytical, and historical. Students learn much by looking at outstanding examples of art; listening to different types of wonderful music; reading about composers and artists; learning about some artistic and music concepts and terms; and studying the cultures and periods in which works were produced.

The classroom teacher integrates music into the core curriculum. Teachers at all levels are expected to utilize art activities in their regular instruction.

Instruction in music focuses on children singing, playing games that involve songs and tunes, and getting the chance to experiment with different instruments. Students learn about concepts such as rhythm, pitch, and volume and basic concepts of reading music. They become familiar with different instruments and the sounds they make, and they listen to a wide range of recordings.

Instruction in art includes activities such as painting, drawing, and craft making. Students learn about elements such as shape, form, color, texture, and they look at famous examples of sculpture, painting, photography, design, and architecture as well as folk art. As students' progress into upper elementary grades, instruction expands the Lower Elementary program to include more background knowledge about great art and music from various cultures. When studying a work, students learn about the historical and cultural context of the time in which it was created.

In music, students become familiar with some famous composers and they sample a wide range of recordings. Students continue to learn more about elementary music theory and about reading music. They also get a chance to play some instruments like the keyboard, recorder, etc. Formal instruction in musical instruments will be available to interested children.

In art, students become more acquainted with great painters, sculptors, and architects. Children refine their ability to interpret art by looking at diverse art works, at discussing the elements present in the works they view—perspective, proportion, scale, etc., and by learning about characteristics of art from different periods. Doing is very important to art instruction and students get more chances to create their own drawings, paintings, and sculpting.

Physical Education

Physical education is provided for students in grades K-5. Organized physical education can provide knowledge, skills, and motivation that children need for a lifetime of health and exercise. The physical education program should go hand in hand with character education. Children should learn about teamwork, the importance of playing fairly, winning gracefully, and accepting defeat in good spirit. But most of all, physical education can teach children to give their all.

Physical education contributes to academic achievement. Physically fit children learn better. Disciplined activity can sharpen both mental acuity and one's appetite for learning.

Lower Elementary: Lower elementary students begin with such physical skills as running, jumping, throwing, catching, and kicking and with such simple games and exercises as rope jumping, foot races, dances, simple gymnastics, and stretching to build body control and coordination. Exercise as a valid part of life is professed, taught, and modeled by adults. Instruction encourages fitness, respect for rules, sportsmanship, safety, and the proper use of equipment.

Activities give practice in rhythm, agility, balance, changing direction, building speed, etc. The use of kinetic energy to relieve stress, cooperate with a team, or compete for success is basic to the physical education of children.

Upper Elementary: In upper elementary grades, children take the skills they've learned in earlier grades and apply them to popular American team (soccer, basketball, softball) and individual (tumbling, foot races, line skating) sports, learning their rules and skills. Each child is encouraged to choose an activity such as running or basketball, which can translate into a lifelong habit of exercise and physical activity.

Children begin to learn what healthy competition is. They need to learn the value of striving your hardest to achieve a team or individual goal. Athletics are an excellent place to learn the value of being a good sport and about winning and losing in other aspects of life. Winning is a goal as is how you play the game.

Children should take part in a wide range of competitive and noncompetitive activities, which build stamina, strength, and agility. Activities should continue to emphasize fitness, respect for rules, sportsmanship, safety, and proper use of equipment.

Emotional Intelligence

Academic schooling typically concerns itself with abstract intelligence (the ability to understand and manipulate with verbal and mathematics symbols) and concrete intelligence (the ability to understand and manipulate with objects). Leadership and performance studies (Goleman, 1998) suggest that social intelligence (the ability to understand and relate to people) is important to educating boys and girls as enlightened citizens and responsible family and community members.

Central to social intelligence is emotional intelligence. Goleman defines emotional intelligence as "the capacity for recognizing our own feelings and those of others, for motivating ourselves, and for managing emotions well in ourselves and in our relationships. Emotional intelligence describes abilities distinct from, but complementary to, academic intelligence, the purely cognitive capacities measured by 10." Goleman categorizes emotional intelligence into five basic emotional and social competencies:

Self-awareness: Knowing what we are feeling in the moment and using those preferences to guide our decision making; having a realistic assessment of our own abilities and well-grounded sense of self-confidence.

Self-regulations: Handling our emotions so that they facilitate rather than interfere with the task at hand; being conscientious and delaying gratification to pursue goals; recovering well from emotional distress.

Motivation: Using our deepest preferences to move and guide us toward our goals, to help us take initiative and strive to improve, and to persevere in the face of setbacks and frustrations.

Empathy: Sensing what people are feeling, being able to take their perspective, and cultivating rapport and attunement with a broad diversity of people.

Social skills: Handling emotions in relationships well and accurately reading social situations and networks; interacting smoothly; using these skills to persuade and lead, negotiate and settle disputes, for cooperation and teamwork. (318)

Emotional intelligence is important to helping students overcome conflict and resolve disputes harmoniously, to enable teachers to understand learning difficulties and to develop teaching strategies, to design assessment techniques to work with the individual child, and to help students understand their place in the community as team members, students, family, and caretakers. Individuals with high emotional intelligence often outperform people with higher levels of intellectual intelligence.

Teachers and support staff will be encouraged to participate in ongoing training in emotional intelligence and its application in school settings. A focal point of the training will be to empower teachers with the knowledge and skills to carry out emotional literacy programs as prevention. The most effective programs in emotional literacy have been developed as a response to violence and conflict resolution.

One of the most important lessons for children to learn about anger is that all feelings are OK to have but some reactions are OK and others are not. Children also gain strength to deal with friendships to help counter rejections that can lead a child toward delinquency.

Emotional intelligence and emotional literacy are important to achieving the mission of the academy.

Learning Strategies

Students come to school with a vast array of tools for learning. To raise academic performance, the Academy should deal with the ways in which individual students go about learning. Some students learn efficiently while others approach learning in disjointed and unsuccessful ways. The goal of teaching learning strategies is the development of a learner who can actively and effectively monitor his or her learning.

Teaching learning strategies is important to the Academy's work because they make a significant difference in students' academic performance, becoming independent learners, and gaining self-confidence. Learning skills should be taught in the context of content-area instruction and students should be provided with meaningful opportunities to practice them. Instruction should also help students generalize use of one strategy to other tasks and classes. Assessment should ensure that learning strategies have become part of each student's regular learning repertoire.

Teachers are encouraged to model strategic thinking. Teachers talking about what they are thinking and doing may help some children to better understand their own thought processes. The teacher who consistently "thinks out loud" and encourages it on the part of students also has an excellent diagnostic tool available. (ERS, 2000, 4) Transfer

Students-In and Out

A student who enrolls for the first time will be required to demonstrate the same level of competence as that required of students who have progressed through the Three Oaks Public School Academy instructional program for Grades K-5. The transfer student may be tested on written examinations and oral examinations. Grade placement may be based on the student's prior report cards, standardized state tests scores, and on the student's demonstrated knowledge on written and oral examinations when administered, including but not limited to Scantron Performance Series data.

There is little doubt that a student who transfers "in" will have to make the transition to a student centered, open environment for learning whereas the student who transfers "out" will have to make the transition to a more closed, teacher directed environment. Students who are conditioned to either model will naturally experience some level of difficulty in making the transition.

There is a premium on Respect, Responsibility, and Results at the Academy. Students are respected as reasoning, thinking people who assume responsibility for their academic achievement and behavior in a results-based learning culture. Parents must be willing to become active partners with the Academy and the child for the Academy's 3Rs to work successfully.

Student Respect and Responsibility

Children today are reaching out for adults to provide structure in their lives and to serve as positive role models. As parents and educators, we provide our children with boundaries and limits for life within a civilized society. Unless we teach them appropriate behavior through how we live, they learn inappropriate behavior by default.

The Academy has a strong Code of Student Conduct to provide the framework for behaving and learning at school. Parents are the essential partner and are critical to the success of the Code. The Code of Student Conduct firmly establishes the responsibilities of the Board of Directors, the Principal and staff, parents, and students and further spells out the consequences for failing to meet those responsibilities.

SECTION D
CURRICULUM

CURRICULUM
TO BE UPLOADED SEPARATELY

SECTION E

METHODS OF PUPIL ASSESSMENT

Methods of Pupil Assessment

M-STEP Grades 3-6

Assessing overall school achievement includes comparing student's academic performances with students' performances from other local and state schools. This comparison will be done using the statewide M-STEP.

NWEA MAP Grades K-6

NWEA MAP is a computer-adaptive test that lets the school pinpoint proficiency level of students in Reading, and Mathematics, NWEA data is used as an indicator of M-STEP success and is a benchmark assessment to monitor student growth toward and achievement of the Common Core State Standards. NWEA is administered at least two times per year.

Common Grade Level Assessments Grades K-6

Teachers create common grade level assessments, and they are administered school wide. The assessment data are frequently and systematically collected across grade levels at several predetermined times throughout the school year. These assessments model the content, format, and rigor of the high-stakes external assessments and may be predictors of student performance on them.

Acadience Reading Grades K-2

Acadience Reading K–6 is a universal screening and progress monitoring assessment that measures the acquisition of early literacy skills from kindergarten through sixth grade. Acadience Reading consists of six brief measures that function as indicators of the essential skills that every child must master to become a proficient reader. These measures are used to regularly monitor the development of early literacy skills in order to provide timely instructional support and prevent the occurrence of later reading difficulties.

SECTION F

APPLICATION AND ENROLLMENT OF STUDENTS

Application and Enrollment Requirements

Three Oaks Public School Academy

Enrollment Limits

The Academy will offer kindergarten through sixth grade. The maximum enrollment shall be 400 students. The Academy will annually adopt maximum enrollment figures prior to its application and enrollment period.

Requirements

Section 504 of the Revised School Code states that public school academies shall neither charge tuition nor discriminate in pupil admissions policies or practices on the basis of intellectual or athletic ability, measures of achievement or aptitude, status as a handicapped person, or any other basis that would be illegal if used by a Michigan public school district.

- Academy enrollment shall be open to all individuals who reside in Michigan. Except for a foreign exchange student who is not a United States citizen, a public school academy shall not enroll a pupil who is not a Michigan resident.
- Academy admissions may be limited to pupils within a particular age range/grade level or on any other basis that would be legal if used by a Michigan public school district.
- The Academy Board may establish a policy providing enrollment priority to siblings of currently enrolled pupils or children of Academy Board members or Academy employees.
- The Academy shall allow any pupil who was enrolled in the immediately preceding academic year to re-enroll in the appropriate age range/grade level unless that grade is not offered.
- No student may be denied participation in the application process due to lack of student records.
- If the Academy receives more applications for enrollment than there are spaces available, pupils shall be selected for enrollment through a random selection drawing.

Application and Enrollment Requirements

Three Oaks Public School Academy

Application Process

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

Legal Notice

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

Application and Enrollment Requirements

Three Oaks Public School Academy

Re-enrolling Students

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

Application and Enrollment Requirements

Three Oaks Public School Academy

Random Selection Drawing

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

Prior to the application period, the Academy shall:

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

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

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

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

SECTION G

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

SECTION 7G: SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

School Calendar

The Academy's school calendar shall comply with Sections 1175 and 1284 of the Code. The Academy's school calendar shall also comply with the minimum requirements set forth in Section 101 of the School Aid Act of 1979 (MCL 388.1701). The Academy Board must submit a copy of the Academy's school calendar to the College Board.

School Day Schedule

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

SECTION H

AGE OR GRADE RANGE OF PUPILS

SECTION 7h: AGE OR GRADE RANGE OF PUPILS

The Academy will enroll students in kindergarten through sixth 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 380.1147:

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