

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

**RICHFIELD PUBLIC SCHOOL ACADEMY
(A PUBLIC SCHOOL ACADEMY)**

July 1, 2019

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RESOLUTION

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

RESOLUTION NO. 18-104

Contract Reauthorization

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

WHEREAS, on July 1, 2012, the College Board issued to **Richfield 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, 2019 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, 2019;

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:

13. 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:
 - s. The College Board approves the form of the Contract and related documents as submitted to and reviewed by the College Board;
 - t. The College Board approves and authorizes the issuance of the Contract and related documents and authorizes Michael C. Parish, College Board Designee, to execute the Contract and related documents issued by the College Board to the Academy, provided, that, before execution of the Contract, the College Chairperson affirms the following:

(13) 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

(14) 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.

u. 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, 2027.

14. 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 16th day of November, 2018, with a vote of 6 for, 0 opposed, 1 abstaining, and 2 absent.

By: 
Brian P. Kinney, Secretary

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

RESOLUTION NO. 12-01

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

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

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

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

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

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

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

By: 

John Paul Lufkins, Secretary

Dated: January 20, 2012

Public School Academy Board of Director Method of Selection

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

Method of Selection and Appointment

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

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

Dated: January 20, 2012

Length of Term

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

Number of Directors

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

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

Qualifications of Members

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

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

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

Oath of Public Office

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

Dated: January 20, 2012

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

Removal and Suspension

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

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

Tenure

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

Resignation

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

Board Vacancies

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

Compensation

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

Dated: January 20, 2012

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

Dated: January 20, 2012

TERMS AND CONDITIONS

OF CONTRACT

DATED: JULY 1, 2019

ISSUED BY

THE BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS

TO

RICHFIELD PUBLIC SCHOOL ACADEMY

CONFIRMING THE STATUS OF

RICHFIELD PUBLIC SCHOOL ACADEMY

AS A

MICHIGAN PUBLIC SCHOOL ACADEMY

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Exhibit A

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 Richfield 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.
- (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 the Resolution 18-104 adopted by the College Board on November 16, 2018.
- (f) “Charter Schools Office Director” or “CSO Director” means the person designated by the College Board to administer the operations of the Charter Schools Office.
- (g) “Charter Schools Office” or “CSO” means the office designated by the College Board as the initial point of contact for public school academy applicants and public school academies authorized by the College Board. The Charter Schools Office is also responsible for administering the College Board’s responsibilities with respect to the Contract.
- (h) “Code” means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1852 of the Michigan Compiled Laws.
- (i) “College” means Bay Mills Community College, a federally tribally controlled community college that is recognized under the tribally controlled colleges and universities assistance act of 1978, 25 USC 1801 et seq., and which has been determined by the Michigan Department of Education to meet the requirements for accreditation by a recognized regional accreditation body.
- (j) “College Board” means the Bay Mills Community College Board of Regents, an authorizing body as designated under Section 501 of the Code, MCL 380.501 et seq.
- (k) “College Board Chairperson” means the Chairperson of the Bay Mills Community College Board of Regents or his or her designee. In Section 1.1(l) below, “College Board Chairperson” means the Board Chairperson of the Bay Mills Community College Board of Regents.
- (l) “College Charter Schools Hearing Panel” or “Hearing Panel” means such person(s) as designated by the College Board Chairperson.
- (m) “Community District” means a community school district created under part 5B of the Code, MCL 380.381 et seq.
- (n) “Conservator” means the individual appointed by the College President in accordance with Section 10.9 of these Terms and Conditions.
- (o) “Contract” means, in addition to the definition set forth in the Code, these Terms and Conditions, the Authorizing Resolution, the Resolution, the Master Calendar, the ESP 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 Director 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. 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 Director 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. 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 the resolution 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, 2019, Issued by the Bay Mills Community College Board of Regents to Richfield Public School Academy Confirming the Status of Richfield 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) select and engage employees; (ii) pay their wages; (iii) dismiss employees; and (iv) 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 body corporate 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 by the College Board 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; and

- (e) An individual simultaneously serving as an Academy Board member and a College official, employee, or paid consultant, as a representative of the College.
- (f) An individual simultaneously serving as an Academy Board member and having an ownership or financial interest in any school building 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 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 sub-section, 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.

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 members.

ARTICLE VI

OPERATING REQUIREMENTS

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

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

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

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

Section 6.5. Method of Pupil Assessment. The Academy shall evaluate pupils' work based on the assessment strategies identified in Schedule 7e. To the extent applicable, pupil performance at the Academy shall be assessed using both the mathematics and reading portions of the Michigan Student Test of Educational Progress ("M-STEP") or the Michigan Merit Examination ("MME") designated under the Code. The Academy shall provide the Charter Schools Office with copies of reports, assessments and test results concerning the following:

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

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

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

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

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

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

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

Section 6.11. Annual Financial Statement Audit. The Academy shall conduct an annual financial statement audit prepared and reviewed by an independent certified public accountant. 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 7 by contract amendment pursuant to Article IX of these Terms and Conditions. Until the matriculation agreement is incorporated into the Contract, the Academy is prohibited from granting an enrollment priority to any student pursuant to that matriculation agreement.

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 law.

ARTICLE VIII

COMPLIANCE WITH APPLICABLE LAWS

Section 8.1. Compliance with Applicable Law. The Academy shall comply with all applicable state and federal laws, including, but not limited to, to the extent applicable, the Code, the State School Aid Act of 1979, the Open Meetings Act, the Freedom of Information Act ("FOIA"), the Public Employees Relations Act, the Uniform Budgeting and Accounting Act, the Revised Municipal Finance Act of 2001, the Elliott-Larsen Civil Rights Act, the Michigan Person with Disabilities Civil Rights Act, and Subtitle A of Title II of the Americans with Disabilities Act of 1990, Public Law 101-336, 42 USC & 12101 et seq. or any successor law. The Academy agrees to participate in state assessments, data collection systems, state level student growth models, state accountability and accreditation systems, and other public comparative data collection required for public schools. Additionally, the Academy shall comply with other state and federal laws which

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 shall 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 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.

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 and discipline employees of the Academy;
- (e) settle or compromise with any debtor or creditor of the Academy, including any 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 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.

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
	<p>Must include Employment Practices Liability.</p> <p>Must include Corporal Punishment coverage.</p> <p>Must include Sexual Abuse & Molestation coverage.</p> <p>Must include Directors' & Officers' coverage.</p> <p>Must include School Leaders' E&O.</p> <p>Can be Claims Made or Occurrence form.</p> <p>If Claims Made, retroactive date must be the same or before date of original College - PSA/SDA/UHS/SOE Charter Contract. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE.</p> <p>\$1,000,000 per occurrence & \$3,000,000 aggregate.</p>

Errors & Omissions (E&O)	In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.
	College must be included as an Additional Insured with Primary and Non-Contributory Coverage.

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

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

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

COVERAGE	REQUIREMENTS
Automobile Liability (AL) for Owned and Non-Owned Autos	\$1,000,000 per accident.
	In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.
	College must be included as Additional Insured with Primary and Non-Contributory Coverage.
See Umbrella section for higher limit	Higher limits are required if PSA/SDA/UHS/SOE has its own buses.
COVERAGE	REQUIREMENTS
Workers' Compensation	Must be Occurrence form. Statutory Limits with \$1,000,000 Employers Liability Limits.
Requirement for PSA/SDA/UHS/SOE when leasing employees from Educational Service Provider (ESP) or Management Firm (MF)	NOTE: Must have Alternate Employer Endorsement from ESP/MF. Schedule PSA/SDA/UHS/SOE location on the ESP/MF Contract.
	NOTE: If PSA/SDA/UHS/SOE is leasing employees from ESP/MF and the PSA/SDA/UHS/SOE name does not have payroll, PSA/SDA/UHS/SOE still must carry Workers' Compensation coverage including Employers' Liability
COVERAGE	REQUIREMENTS
Crime	Must include Employee Dishonesty coverage.
	Must include third party coverage.
	\$500,000 limit.

COVERAGE	REQUIREMENTS
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 as noted above. The Academy shall have

a provision included in all policies requiring notice to the College Board, at least thirty (30) days in advance, upon termination or non-renewal of the policy. In addition, the Academy shall provide copies of all insurance policies required by this Contract on site for inspection by the College Board or its designee.

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

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

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

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

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

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

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

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

board public school academy authorizing bodies, the Academy agrees to comply with any additional changes in the types and amounts of coverage requested by the College's insurance carrier or adopted by M.U.S.I.C. within thirty (30) days after notice of the insurance coverage change.

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

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

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

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

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

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

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

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

Section 11.9. Nonessential Elective Courses. If the Academy Board elects to provide nonessential elective courses to part-time pupils at a nonpublic school building, the Academy shall comply with Section 166b of the State School Aid Act of 1979, as amended, MCL 388.1166b. Prior to providing instruction, the Academy Board shall ensure that the Academy has sufficient documentation to qualify for part-time pupil funding under the State School Aid Act. The provision of nonessential elective courses by the Academy shall be incorporated into this Contract as an 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, the parties hereby promise 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, the Academy Board's or [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 the Academy Board or [insert the name of Educational Service Provider], or which arise out of the failure of the Academy Board or [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 either party 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 for the Academy and the Management Agreement must detail the 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 of the Charter Schools Office which are incorporated into and be deemed part of this Contract. A copy of the final executed Management Agreement shall be included in this Contract under Schedule 5. The Charter Schools Office may, from time to time during the term of this Contract, amend the ESP policies and the amended ESP policies shall automatically apply to the Academy without the need for a Contract amendment under article IX of these Terms and Conditions. The Charter Schools Office may disapprove the proposed Management Agreement submitted by the Academy if the Management Agreement is contrary to this Contract or Applicable Law. Any subsequent amendment to a Management Agreement shall be submitted for review by the Charter Schools Office in the same form and manner as a new Management Agreement.

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

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

ARTICLE XII

GENERAL TERMS

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

If to the College Board:

President
Bay Mills Community College
12214 West Lakeshore Drive
Brimley, Michigan 49715

If to the Tribal Office:

Tribal Attorney's Office
Bay Mills Indian Community
12140 West Lakeshore Drive
Brimley, Michigan 49715

If to Outside Counsel:

Leonard C. Wolfe
Dykema Gossett PLLC
201 Townsend Street, Suite 900
Lansing, Michigan 48933

If to Academy:

Academy Board President
Robert Wright
President
Richfield Public School Academy
3807 N. Center Road
Flint, MI 48506

If to Academy Counsel:

John Kava
Richfield PSA Board Legal Counsel
Collins & Blaha, P.C.
31440 Northwestern Hwy, Suite 170
Farmington Hills, MI 48334

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, 2027, unless sooner revoked or terminated according to the terms hereof.

Section 12.10. Indemnification. As a condition to receiving a grant of authority from the College Board to operate a public school pursuant to the terms and conditions of this Contract, the Academy agrees to indemnify, defend and hold the College Board, the College and its Board of Regents members, officers, employees, agents or representatives harmless from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the College, which arise out of or are in any manner connected with the College Board's receipt, consideration or approval of the Application, the College Board's approval of the Resolution or Authorizing Resolution, legal challenges to the validity of Part 6A of the Code or actions taken by the College Board as an authorizing body under Part 6A of the Code, the College Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance of the College Board, the College and its Board of Regents members, officers, employees, agents or representatives upon information supplied by the Academy, or which arise out of the failure of the Academy to perform its obligations under this Contract. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of governmental immunity provided under Section 7 of the Governmental Liability for Negligence Act, being MCL 691.1407 of the Michigan Compiled Laws.

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

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

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

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

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

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

Section 12.17. Information Available to the Public.

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

order to enable the Academy to fully satisfy its obligations under subparagraph (a).

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

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

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

(a) sell or otherwise provide to a for-profit business entity any personally identifiable information that is part of a pupil's education records. This subsection does not apply to any of the following situations:

(i) for students enrolled in the Academy, providing such information to an ESP 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 ESP that has a contract with the Academy and whose contract has not been disapproved by the College.

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

Section 12.21. Disclosure of Information to Parents and Legal Guardians.

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

(b) Except as otherwise provided in this subsection (b) and within thirty (30) days after receiving a written request from a student's parent or legal guardian, the Academy shall disclose to a student's parent or legal guardian without charge any personally identifiable information

provided to any person, agency or organization. The Academy's disclosure shall include the specific information that was disclosed, the name and contact information of each person, agency, or organization to which the information has been disclosed; and the legitimate reason that the person, agency, or organization had in obtaining the information. The parental disclosure requirement does not apply to information that is provided:

- (i) to the Department or CEPI;
- (ii) to the student's parent or legal guardian;
- (iii) by the Academy to the College Board, College, Charter Schools Office or to the ESP with which the Academy has a management agreement that has not been disapproved by the College;
- (iv) by the Academy to the Academy's intermediate school district or another intermediate school district providing services to Academy or the Academy's students pursuant to a written agreement;
- (v) to the Academy by the Academy's intermediate school district or another immediate school district providing services to pupils enrolled in the Academy pursuant to a written agreement;
- (vi) to the Academy by the College Board, College, Charter Schools Office;
- (vii) to a person, agency, or organization with written consent from the student's parent or legal guardian, or from the student if the student is 18 years of age;
- (viii) to a person, agency, or organization seeking or receiving records in accordance with an order, subpoena, or ex parte order issued by a court of competent jurisdiction;
- (ix) to a person, agency, or organization as necessary for standardized testing that measures a student's academic progress and achievement; or
- (x) in the absence of, or in compliance with, a properly executed opt-out form, as adopted by the Academy in compliance with section 1136(6) of the Code, pertaining to uses for which the Academy commonly would disclose a pupil's "directory information."

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

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

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

- (a) The Academy shall do all of the following:
 - (i) Develop a list of uses (the "Uses") for which the Academy commonly would disclose a student's directory information.
 - (ii) Develop an opt-out form that lists all of the Uses and allows a student's parent or guardian to elect not to have the student's directory information disclosed for 1 or more Uses.

- (iii) Present the opt-out form to each student's parent or guardian within the first thirty (30) days of the school year and at other times upon request.
- (iv) If an opt-out form is signed and submitted to the Academy by a student's parent or guardian, then the Academy shall not include the student's directory information in any of the Uses that have been opted out of in the opt-out form.

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

Section 12.23. Partnership Agreement. If the Department and State Reform Office imposes a partnership agreement on the Academy, the Academy shall work collaboratively with the Department, the State Reform Office and other partners to implement the partnership agreement. In the event that a provision in the partnership agreement is inconsistent with a provision in this Contract, this Contract shall control.

Section 12.24. Statewide Safety Information Policy. The Academy shall adopt and adhere to the statewide school safety information policy required under section 1308 of the Code, MCL 380.1308. The statewide school safety information policy may also address Academy procedures for reporting incidents involving possession of a dangerous weapon as required under section 1313 of the Code, MCL 380.1313.

Section 12.25. Criminal Incident Reporting Obligation. Within twenty-four (24) hours after an incident occurs, the Academy shall provide a report to the Michigan State Police, in a form and manner prescribed by State Police, either of the following: (i) an incident involving a crime that must be reported under section 1310A(2) of the Code, MCL 380.1310A(2); or (ii) an incident, if known to the Academy, involving the attempted commission of a crime that must be reported under section 1310A(2) of the Code, MCL 380.1310A(2). Failure to comply may result in the Academy being ineligible to receive any school safety grants from the Michigan State Police for the fiscal year in which the noncompliance is discovered by State Police.

Section 12.26. Academy Emergency Operations Plan. (a) Beginning in the 2019-2020 school year, and at least biennially thereafter, the Academy shall, in conjunction with at least 1 law enforcement agency having jurisdiction over the Academy, conduct either (i) a review of the Academy's emergency operations plan, including a review of the vulnerability assessment; or (ii) a review of the Academy's statewide school safety information policy, as applicable.

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

Section 12.27. School Safety Liaison. The Academy Board shall designate a liaison to work with the School Safety Commission created under Section 5 of the Comprehensive School Safety Plan Act created under Public Act 548 of 2018, MCL [TBD] and the Office of School Safety created under MCL 28.681. The Liaison shall be an individual employed or assigned to regularly and continuously work under contract in the school operated by the Academy. The Liaison shall work with the School Safety Commission and the Office of School Safety to identify mode practices for determining school safety measures.

Section 12.28. New Building Construction or Renovations. The Academy shall not commence construction on a new school building or the major renovation of an existing school building unless the Academy consults on the plans of the construction or major renovation regarding school safety issues with the law enforcement agency that is or will be the first responder for that school building. School building includes either a building intended to be used to provide pupil instruction or a recreational or athletic structure or field used by pupils.

Section 12.29. Annual Expulsion Report and Website Report on Criminal Incidents. On an annual basis, the Academy Board shall do the following:

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

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

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

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

BAY MILLS COMMUNITY COLLEGE
BOARD OF REGENTS

By: Michael C. Parish Date: July 1, 2019
Michael Parish, College Board Designee

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.

RICHFIELD PUBLIC SCHOOL ACADEMY

By: Robert Wright Date: July 1, 2019
Robert Wright, Academy Board President

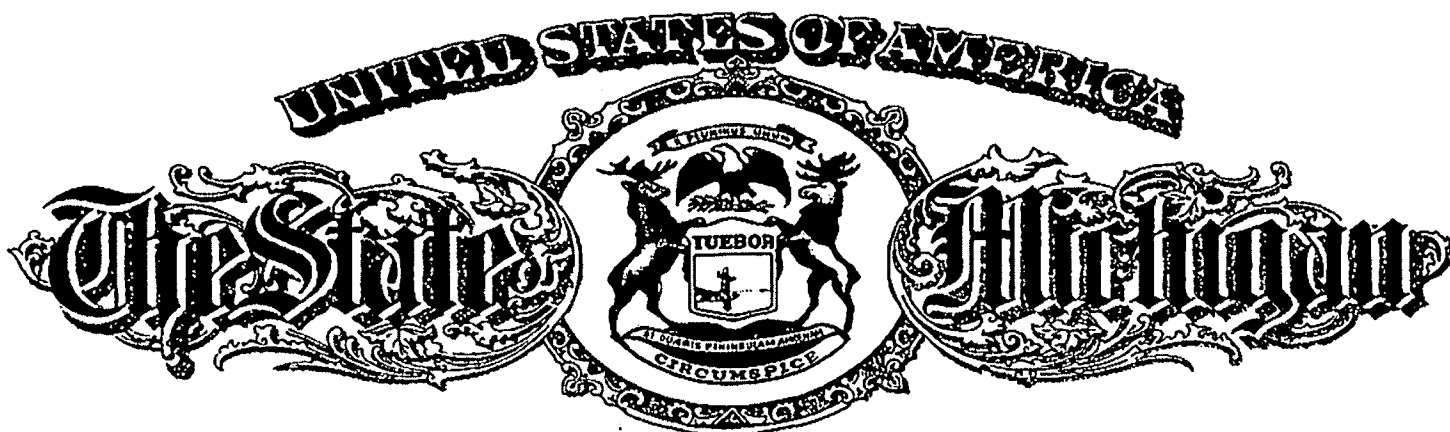
CONTRACT SCHEDULES

Schedules

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SCHEDULE 1

ARTICLES OF INCORPORATION



Department of Licensing and Regulatory Affairs
Lansing, Michigan

This is to Certify That

RICHFIELD PUBLIC SCHOOL ACADEMY

was validly Incorporated on October 14 , 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: 19031758410

*In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 27th day of March , 2019.*

Julia Dale, Director

Corporations, Securities & Commercial Licensing Bureau

Verify this certificate at: URL to eCertificate Verification Search <http://www.michigan.gov/corpverifycertificate>.

MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES BUREAU OF COMMERCIAL SERVICES									
Date Received OCT 14 2002		(FOR BUREAU USE ONLY)							
Daniel A. Gallina 25505 West 12 Mile Road, Suite 1900 Southfield Michigan 48034		FILED OCT 14 2002 Administrator BUREAU OF COMMERCIAL SERVICES							
EFFECTIVE DATE:									
Document will be returned to the name and address you enter above									
<table border="1"> <tr> <td>1</td> <td>1</td> <td>9</td> <td>-</td> <td>3</td> <td>9</td> <td>4</td> </tr> </table>			1	1	9	-	3	9	4
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ARTICLES OF INCORPORATION
For Use by Domestic Nonprofit Corporations

OF

RICHFIELD ACADEMY /

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

ARTICLE I

The name of the corporation is: Richfield 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.

1W 45256 135503 ALCC

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

ARTICLE III

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

The value of assets which the corporation possesses is:

Real Property: 0.

Personal Property: 0.

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

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

ARTICLE IV

The address of the registered office is: 25505 W. Twelve Mile Road, Ste. 1900
Southfield, Michigan 48034.

The mailing address of the registered office is the same.

The name of the resident agent at the registered office is: Daniel A Gallina.

ARTICLE V

The name and address of the incorporator is as follows: Daniel A. Gallina
25505 W. Twelve Mile Road
Suite 1900
Southfield, Michigan 48034

ARTICLE VI

The corporation is a governmental entity.

ARTICLE VII

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

ARTICLE VIII

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

ARTICLE IX

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

ARTICLE X

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

ARTICLE XI

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

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

ARTICLE XII

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

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

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

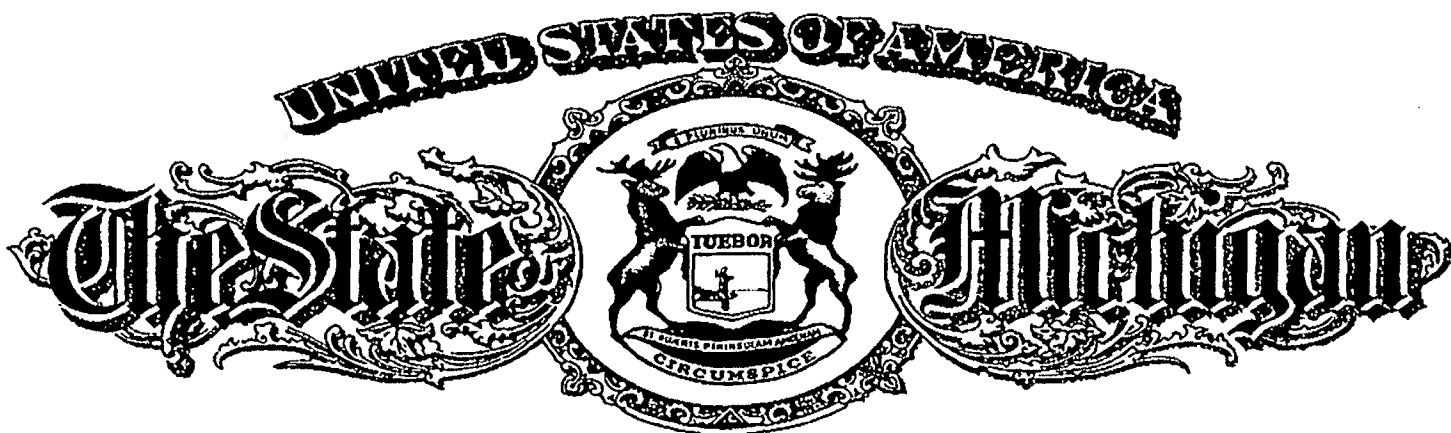
Amendments to these Articles of Incorporation take effect only after they have been approved by the corporation's Board of Directors and by the College Board or its designee and filed with the Michigan Department of Consumer and Industry Services, Bureau of Commercial Services. In addition, the corporation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

ADOPTION OF ARTICLES

These Articles of Incorporation were duly adopted on this 15th day of October, 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: Daniel M. Hollins, INCORPORATOR

LAN01198372.1
IDUTHA



Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify that the annexed copy has been compared by me with the record on file in this Department and that the same is a true copy thereof.

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: 19031758570

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 27th day of March, 2019.

A handwritten signature in cursive script, appearing to read "Julia Dale".

Julia Dale, Director

Corporations, Securities & Commercial Licensing Bureau

Verify this certificate at: URL to eCertificate Verification Search <http://www.michigan.gov/corpverifycertificate>.

CONTRACT SCHEDULE 2

BYLAWS

**RESTATED BYLAWS
OF
RICHFIELD PUBLIC SCHOOL ACADEMY**

**ARTICLE I
NAME**

This organization shall be called Richfield 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 Flint, County of Genesee, State of Michigan.

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

**ARTICLE IV
BOARD OF DIRECTORS**

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

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

ARTICLE V

MEETINGS

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

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

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

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

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

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

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

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

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

ARTICLE VI

COMMITTEES

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

ARTICLE VII

OFFICERS OF THE BOARD

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII

CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS

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

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

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

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

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

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

ARTICLE IX

INDEMNIFICATION

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

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

ARTICLE X

FISCAL YEAR

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

ARTICLE XI

AMENDMENTS

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

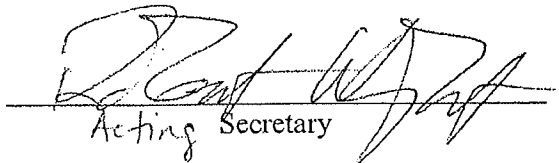
ARTICLE XI

CONTRACT DEFINITIONS

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

CERTIFICATION

The Academy Board certifies that these Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by unanimous consent of the Academy Board on the 26th day of June, 2012.


Acting Secretary

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SCHEDULE 3

FISCAL AGENT AGREEMENT

SCHEDULE 3

FISCAL AGENT AGREEMENT

This Agreement is part of the Contract issued by the Bay Mills Community College Board of Regents ("College Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to the Richfield Public School 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 or 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 3.02.

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 of Directors 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 Aid School 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 its 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.

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. 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. Expenditures 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. The Academy shall be directly responsible for reimbursing the State for any overpayments of State School Aid Payments. At its option, the State may reduce subsequent State School Aid Payments by the amount of the overpayment or may seek collection of the overpayment 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 account 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, 2019, and annually thereafter, a written report dated as of August 31 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 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.

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 Richfield Public School Academy.

BY: Deborah M. Roberts

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

Date: May 22, 2019

SCHEDULE 4

OVERSIGHT AGREEMENT

SCHEDULE 4

OVERSIGHT AGREEMENT

This Agreement is part of the Contract issued by the Bay Mills Community College Board of Regents ("College Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to the Richfield 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, revoke or reform 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 September 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. Unless the College Charter Schools Office submits, within 5 days of submission, a copy of the budgetary assumptions submitted by the Academy to the Center for Educational Performance and Information (CEPI) and confirm that the submitted budgetary assumptions were used in the adoption of the Academy's annual budget.

p. Submit copies to the College 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 College 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 Bay Mills Community College 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 Bay Mills Community College 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 view 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, 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 College Charter Schools Office. Within fifteen (15) days of receipt of the notification from the Academy, the College Charter Schools Office Director shall notify the Academy whether the College 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 shall prohibit the Academy from electing to enter into a contract for an administrative review with an intermediate school district. Nothing in this section shall require the Academy from electing to enter or not 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 back-ground 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

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SUPERINTENDENT

REPORTS TO: Academy Board

EMPLOYED BY: Academy Board

QUALIFICATIONS: Master's Degree, with a minimum three years outstanding experience in an education leadership position, superior written and oral communications skills, well respected as an education and community leader, exemplary human relations skills

SUPERVISES: All school staff and students

JOB GOAL: To provide school leadership to ensure excellence in teaching and learning, community support, and efficiency in operation.

Performance Responsibilities

- Provides instructional leadership and excellent student achievement results through focus on the four basic elements of curriculum, instruction, performance, and evaluation
- Shares responsibility for development and implementation of the Academy's strategic plan
- Communicates Academy Board actions to staff, students, and parents
- Develops policy recommendations for the Academy Board's consideration and action
- Files required reports with local, state and federal education agencies, Academy Board
- Maintains administrative records according to Michigan law
- Implements school budget, analyzes and controls expenditures with an understanding of the relationship between the instructional program and the budget process, and relies on cost benefit analyses for budgetary decisions
- Prepares schedules, assigns staff, sets job performance standards, and evaluates staff
- Generates public support for the school's program and education in general as the public information officer of the school and supervisor of the overall public relations program
- Represents the school at local, state, and national events

- Develops effective staff and professional development programs that match school goals and individual goals to improve performance and model continuous professional improvement
- Uses technology effectively for administrative, instructional, and communications functions
- Demonstrates adeptness with the Curriculum and monitors its proper implementation and assessment
- Schedules the use of time to protect academic subject blocks from disruptions to ensure effective and efficient use of time
- Knows school law, including the implications on the educational program and on liability, keeps abreast of developments and consults with the Academy Board members in times of uncertainty
- Carries out marketing plans to attract students to the school
- Participates in local and state Principals' associations
- Serves as a role model who acknowledges through actions and behaviors, the critical value of human relationships to the satisfaction of personal and professional goals and to the achievement of organizational purpose
- Provides ethical leadership within the intellectual, cultural, economic, political, and governmental context in which the school operates
- Assumes other responsibilities assigned by the Board
- Works collaboratively with Partner Solutions to implement Human Resources and Business Services

Additional Requirements

- Satisfactory completion of criminal background and criminal history check

SCHOOL LEADER/PRINCIPAL

REPORTS TO: Superintendent

EMPLOYED BY: Partner Solutions for Schools

QUALIFICATIONS: Bachelor's Degree in Education or related field, Master's Degree preferred, with a minimum 3 years of demonstrated outstanding experience as a teacher. Administrator's Certificate. Superior written and oral communications skills, well respected as an education and community leader, exemplary human relations skills

SUPERVISES: All school staff and students

JOB GOAL: To provide school leadership to ensure excellence in teaching and learning, community support, and efficiency in operation.

Performance Responsibilities

- Provide assistance to the Superintendent in instructional leadership and student achievement through focus on four basic elements -- curriculum, instruction, performance, and evaluation.
- Share responsibility for development and implementation of the school's strategic plan and annual budget.
- Uphold the Code of Student Conduct which defines responsibilities of administrators, teachers, parents, and students and which creates a safe, secure learning environment.
- Use technology effectively for administrative, instructional and communications functions.
- Provide assistance in developing effective staff and professional development programs that match school goals and individual goals to improve performance and model continuous professional improvement.
- Assist the Superintendent in monitoring the school curriculum and the Curriculum to insure proper implementation and assessment.
- Assist the Superintendent in preparing schedules, assigning staff, setting job performance standards and evaluating staff.
- Assist the Superintendent in the management of meaningful parental involvement in the school and their child's learning.

- Use the knowledge of school law to assess the implications on the educational program and school liability.
- Utilize extensive knowledge of the laws related to special education.
- Assist the Superintendent in generating public support for school's program.
- Assist the Superintendent in developing and implementing marketing plans to attract students to the Charter School.
- Assist the Superintendent with faculty meetings, academic committees, school improvement committees and administrative committees and attend other committees as needed.
- Provide ethical leadership within the intellectual, cultural, economic political and governmental context in which the school operates.
- Direct and serve as a model to insure the safety, security and attractiveness of the school building and grounds.
- Work with the Superintendent to ensure building security and the effective implementation of the Emergency Response Plan.
- Use multiple sources of data collection including standardized tests, portfolios, observations, conferences and grades to assess student performance and to plan instruction.
- Adhere to all procedures and policies as outlined in the Employee Manual.
- Assumes other responsibilities assigned by the Management Company

Additional Requirements

- Satisfactory completion of criminal background and criminal history check

EVALUATED BY: Superintendent

CURRICULUM IMPLEMENTATION FACILITATOR (CIF)

REPORTS TO: Superintendent

EMPLOYED BY: Partner Solutions for Schools

QUALIFICATIONS: Graduate degree in Social Sciences or Humanities, valid teacher certificate, demonstrated competence as a Reading and Language Arts teacher, Social Science and Humanities teacher, Media Resource Specialist and Teacher trainer. Demonstrated mastery of all areas of content responsibility, computer literate, respected as a leader, a teacher of teachers and as an individual. Possesses exemplary verbal and written expression and strong interpersonal skills. Experience with oral history, or the performing arts.

SUPERVISES: Instructional Program Implementation in Language Arts, Teacher Instruction.

JOB GOAL: To provide teachers with an exemplary ongoing professional development program experience which contributes to their development as informed, responsible and accountable educators and as leaders in their classrooms.

Performance Responsibilities

- Shares a commitment to the success of the mission, goals, and objectives of the school
- Accepts responsibility for the successful implementation of the School's Program and for the achievement of students
- Assumes responsibility for coordinating and reporting monthly teacher feedback surveys on Curriculum to the Director of the Curriculum Design Team
- Experience mapping and implementing curriculum
- Resource specialist for Multimedia Center and Hands-on History. Experience with oral history, or the performing arts. (Creates a Multimedia Display for each Unit.)
- Assumes responsibility for Parent Education at Programs, scripting transitions between student performances and providing narrative historical context and review of what students have learned during the time period studied
- Excellent research and communication skills, including Internet research proficiency, working knowledge of Microsoft Word and educational software
- Guides the teachers' learning process toward achievement of curriculum goals and implementation of personal learning plans of students

- Leads teachers in effective planning, curriculum mapping and organization for instruction
- Selects appropriate materials for implementation of the Curriculum and guides teachers in adapting materials and methods across the curriculum to the learning styles and abilities of individual students
- Uses creative instructional methods and procedures and adapts effectively
- Motivates teachers 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
- Organizes resources effectively to support learning activities in the classroom, the school, and the community
- Demonstrates exceptional classroom techniques which include the art of questioning, clarity of assignments, communications in large and small groups with individual students, an atmosphere of mutual respect, independent thought and expression, and student and teacher experiences
- Works cooperatively with parents and generates parents' confidence in the teacher and instructional program
- Demonstrates genuine concern for students in a climate characterized by high personal and student expectations
- Promotes good citizenship through actions as role model
- Provides a school culture based on the principles of firm, fair, and consistent practices, respect for individual children, and development of responsible citizenship
- Participates in the development of policies and regulations that affect instruction and conditions for success
- Uses technology effectively for instruction, record keeping and other administrative tasks, and communications
- Shares responsibility for professional, cooperative staff relations and for out-of class activities important to operation of school
- Conducts himself or herself according to professional, ethical principles
- Continually strives to improve classroom methods, teaching techniques, and interpersonal relationships

- Shares responsibility for marketing the school in the community
- Displays personal qualities that reflect favorably upon the individual, the group, and the school.
- Displays pride in being a member of the school Leadership Team
- Assumes other responsibilities assigned by the Superintendent

Additional Requirements

- Satisfactory completion of criminal background and criminal history check

EVALUATED BY: Superintendent

TEACHER

QUALIFICATIONS: Demonstrated competence as a teacher, demonstrated competence in all areas of content responsibility, computer literate, respected as a student and as an individual, excellent verbal and written expression, strong interpersonal skills

REPORTS TO: Superintendent or Principal

EMPLOYED BY: Partner Solutions for Schools

SUPERVISES: Students, Volunteers, Assigned Support Staff, and Code of Student Conduct

JOB GOAL: To provide students with a first class learning experience which contributes to their development as enlightened and responsible citizens and as leaders in their communities

Performance Responsibilities

- Shares a commitment to the success of the mission, goals, and objectives of the school
- 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 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 school, and the community
- Demonstrates exceptional classroom techniques which include the art of questioning, clarity of assignments, communications in large and small groups with individual students, an atmosphere of mutual respect, independent thought and expression, and student and teacher experiences

- Works cooperatively with parents and generates parents' confidence in the teacher
- Demonstrates genuine concern for students in a climate characterized by high personal and student expectations
- Promotes good citizenship through actions as 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
- Participates in the development of policies and regulations that affect instruction and conditions for success
- Uses technology effectively for instruction, record keeping and other administrative tasks, and communications
- Shares responsibility for professional, cooperative staff relations and for out-of class activities important to operation of school
- Conducts himself or herself according to professional, ethical principles
- Continually strives to improve classroom methods, teaching techniques, and interpersonal relationships
- Shares responsibility for marketing the school in the community
- Displays personal qualities which reflect favorably upon the individual, the group, and the school
- Displays pride in being a teacher and a member of the school team.
- Assumes other responsibilities assigned by the Superintendent

Additional Requirements

- Satisfactory completion of criminal background and criminal history check

EVALUATED BY: Superintendent or Principal

SPECIAL EDUCATION TEACHER

QUALIFICATIONS: Demonstrated competence as a Special Education teacher, demonstrated competence in all areas of content responsibility, computer literate, respected as a student and as an individual, excellent verbal and written expression, strong interpersonal skills

REPORTS TO: Superintendent or Principal

EMPLOYED BY: Partner Solutions for Schools

SUPERVISES: Students, Volunteers, Assigned Support Staff, and Code of Student Conduct

JOB GOAL: To provide special education students with a first class learning experience which contributes to their development as enlightened and responsible citizens and as leaders in their communities

Performance Responsibilities

- In addition to the general responsibilities listed under the Teacher job description, the Special Education Teacher is particularly responsible for:
- Developing, maintaining, and reviewing individualized education plans
- Coordinating special services and programs with other professionals on staff or under contract with the School
- Ensuring that all files and program activities are in compliance with state and federal special education laws and regulations
- Establishing and maintaining communication with parents of students with special needs, and creating opportunities for parental involvement
- Additional Requirements
- Satisfactory completion of criminal background and criminal history check

EVALUATED BY: Superintendent or Principal

TEACHERS' AIDE

REPORTS TO: Superintendent or Principal

EMPLOYED BY: Partner Solutions for Schools

Performance Responsibilities

- Provide assistance to classroom teachers, especially with direct student instruction as determined by the teacher
- Assist in managing student behavior in playground, cafeteria, and hallways
- Provide clerical assistance in both the classroom and in the office as needed and assigned
- Provide general assistance for meetings, assemblies, fairs, productions and other special events
- Perform any assigned functions as directed by Superintendent, Principal, or classroom teacher

Additional Requirements

- Satisfactory completion of criminal background and criminal history check

EVALUATED BY: Superintendent with input from classroom teacher

SCHOOL SECRETARY/BOOKKEEPER

REPORTS TO: Superintendent or Principal

EMPLOYED BY: Partner Solutions for Schools

Performance Responsibilities

- Provides general bookkeeping support services to the Superintendent or Principal
- Balances the school's bank accounts
- Keeps track of revenue received
- Reviewsexpenditures to make surethey areconsistent with the instructional needs of the school and consistent with the guidelines established by the Academy Board of Directors
- Reimburses the account atappropriate times, as directed by the Superintendent, to re-establish the limit out of the general account of the school with receipts documenting each expenditure
- Manages, organizes and staffs the general office for the school
- Maintains office supplies and office equipment
- Provide a warm welcome or greeting to any visitor to the school
- Supervises individually referred children until the Superintendent or Principal canprovide appropriate follow- up
- Provide clerical support for the administrators and instructional staff.
- Performs any additional function as assigned by the Superintendent or Principal

Additional Requirements

- Satisfactory completion of criminal background and criminal history check

EVALUATED BY: Superintendent or Principal

SCHOOL COUNSELOR

QUALIFICATIONS: Graduate degree in Education, valid state certification and demonstrated competence as a school based guidance counselor. Established mastery of all areas of content responsibility, computer literate, respected as a leader as well as, exemplary verbal and written expression and strong interpersonal skills. Possesses a strong understanding of area, local, regional, state and federal resources that support families, students and school institutions.

REPORTS TO: Superintendent

EMPLOYED BY: Partner Solutions for Schools

JOB GOAL: To provide the school community, parents, student and teachers with an exemplary, ongoing professional student-counseling program. To provide services which contribute and responds to the individual needs of students and their parents by: arranging for initial assessments; participating in IEP team as appropriate; conducting or overseeing evaluations; developing and refining the behavior management system; monitoring interventions; establishing liaison with other school staff; outside resources; and maintaining consistency and continuity in the school's response procedures.

Performance Responsibilities

- Shares a commitment to the success of the mission, goals, and objectives of the Charter School
- Accepts responsibility for the successful implementation of the Charter School's program and for the achievement of students
- Assumes responsibility for coordinating and reporting student interventions
- Resource specialist for teachers and parents regarding any counseling needs
- Utilizes excellent research and communication skills, including Internet research, Microsoft Word and educational software
- Guides the teachers' learning process toward working with student behavior and classroom management in order to better implement the personal learning plans of students
- Leads teachers in effective planning, curriculum mapping and organization for optimum behavior management
- Uses creative intervention methods and procedures and adapts effectively to unusual situations

- Organizes resources effectively to support student learning in the classroom, the school, and the community
- Demonstrates exceptional counseling techniques
- Works cooperatively with parents and generates parents' confidence in the teacher and the school community at large
- Demonstrates genuine concern for students in a climate characterized by high personal and student expectations
- Promotes good citizenship through actions as a positive role model
- Provides a school culture based on the principles of firm, fair, and consistent practices, respect for individual students, and development of responsible citizenship
- Participates in the development of policies and regulations that affect student development and conditions for success
- Uses technology effectively for instruction, record keeping and other administrative tasks, and communications
- Shares responsibility for professional, cooperative staff relations and for out-of class activities important to operation of school
- Conducts himself or herself according to professional, ethical principles
- Displays personal qualities that reflect favorably upon the individual, the group, and the school
- Displays pride in being a member of the Charter School Leadership Team
- Assumes other responsibilities assigned by the Superintendent

Additional Requirements

- Satisfactory completion of criminal background and criminal history check

EVALUATED BY: Superintendent or Principal

SCHOOL SOCIAL WORKER

QUALIFICATIONS: Graduate degree in Counseling, Social Worker related field, valid state certification and demonstrated competence as a school based social services counselor. Must demonstrate mastery of all areas of counseling responsibility and be computer literate. Must demonstrate a strong understanding of local, regional, State and Federal resources that support families, students and school institutions.

REPORTS TO: Superintendent

EMPLOYED BY: Partner Solutions for Schools

Performance Responsibilities

- Accept responsibility for the successful implementation of the Charter School's program and for the achievement of students.
- Develop or refine the behavior management system.
- Assume responsibility for coordinating, monitoring and reporting student interventions.
- Serve as resource specialist for teachers and parents regarding any counseling needs.
- Work with students, parents and staff in a compassionate and productive manner.
- Assist teachers in effective planning, organization and implementation of strategies for optimum behavior management.
- Serve as liaison to school staff and outside resources; maintain consistency and continuity in the school's response procedures.
- Plan for initial student assessment and participate on the IEP team as appropriate.
- Conduct Social/Emotional Assessments as required by federal and state law.
- Utilize excellent research and communication skills, including Internet research, MS Word and educational software to support the behavior program.
- Guide the teacher learning process toward working with student behavior and classroom management in order to better implement the personal learning plans of students.
- Identify and develop creative intervention methods and procedures to adapt effectively to unusual situations.

- Organize resources effectively to support student learning in the classroom, the school, and the community.
- Demonstrate exceptional counseling techniques including documentation and student tracking as required by federal and state law.
- Work cooperatively with parents and generate parents' confidence in the teacher and the school community at large.
- Demonstrate genuine concern for students and teachers in a climate characterized by high personal and student expectations.
- Promote good citizenship through actions as a positive role model.
- Provide a school culture based on the principles of firm, fair, and consistent practices, respect for individual students, and development of responsible citizenship.
- Participate in the development of policies and regulations that affect student development and conditions for success.
- Use technology effectively for instruction, record keeping and other administrative tasks, and communications.
- Conduct one-self according to professional, ethical principles.
- Display personal qualities that reflect favorably upon the individual, the group, and the school.
- Display pride in being a member of the Charter School Leadership Team.
- Adhere to all procedures and policies as outlined in the Employee Manual.
- Perform any additional function as assigned by the Superintendent

Additional Requirements

- Satisfactory completion of criminal background and criminal history check

EVALUATED BY: Superintendent

BEHAVIOR INTERVENTION SPECIALIST

QUALIFICATIONS: Bachelor's Degree in Education, Social Work, Counseling or related field as required; experience in implementing or managing systems of positive behavior support in the classroom and consulting using proven methods is strongly preferred. Must possess appropriate certification or licensing as required by State law.

REPORTS TO: Superintendent

EMPLOYED BY: Partner Solutions for Schools

Performance Responsibilities

- Serve as a filter for all office referrals, and make recommendations to the school Superintendent on consequences based on the student's history and the school's Code of Civility/Conduct.
- Setup and conduct re-entry meetings on students who have been suspended, and as appropriate develop intervention plans involving instruction of expected behaviors.
- Setup and Conduct Intervention Planning Team meetings as necessary that culminates in the development of intervention plans involving instruction of expected behaviors.
- Meet with students whose behavior data warrants intervention, to prevent behavior from escalating to where an office referral is warranted, and develop behavior tracking and intervention programs.
- Track student discipline and report to the director monthly on school climate.
- Serve on IEP teams and assist with Manifestation Determination meetings as necessary.
- Work with the special education personnel and Regional Director for Behavior and Special Education Programs on issues of student behavior.
- Assist with/Facilitate Functional Behavioral Assessments as needed.
- Utilize excellent research and communication skills, including Internet research, MS Word and educational software to support the behavior program.
- Guide the teacher learning process toward working with student behavior and classroom management in order to better implement the personal learning plans of students.
- Organize resources effectively to support student learning in the classroom, the school, and the community.

- Demonstrate exceptional accountability techniques including documentation and student tracking.
- Work cooperatively with parents and generate parents' confidence in the teacher and the school community at large.
- Demonstrate genuine concern for students and teachers in a climate characterized by high personal and student expectations.
- Promote good citizenship through actions as a positive role model.
- Provide a school culture based on the principles of firm, fair, and consistent practices, respect for individual students, and development of responsible citizenship.
- Participate in the development of policies and regulations that affect student development and conditions for success.
- Use technology effectively for instruction, record keeping and other administrative tasks, and communications.
- Conduct one-self according to professional, ethical principles.
- Display personal qualities that reflect favorably upon the individual, the group, and the school.
- Display pride in being a member of the school's Leadership Team.
- Be familiar with and support school administration in the effective implementation of the school's Emergency Response Plan.
- Adhere to all procedures and policies as outlined in the Employee Manual.
- Perform any additional function as assigned by the Superintendent

Additional Requirements

- Satisfactory completion of criminal background and criminal history check

EVALUATED BY: Superintendent

FOOD SERVICE DIRECTOR

QUALIFICATIONS: High School Diploma or GED required. Experienced cook with at least one year experience in a commercial establishment. Knowledge of basic nutritional principles and demonstrated ability to plan and serve well balanced meals and snacks. Three years directly related experience may be substituted for the educational requirement.

REPORTS TO: Superintendent

EMPLOYED BY: Partner Solutions for Schools

Performance Responsibilities

- Comply with state and local regulations regarding the commercial preparation and distribution of food.
- Prepare snacks/meals for students at the school using cooking equipment and food preparation experience.
- Inspect cooking equipment and utensils for cleanliness and functional operation.
- Maintain cleanliness and proper sanitation in kitchen area including: washing dishes and all utensils used in food preparation and service; daily cleaning of counter tops, oven, stove, warmers and other kitchen surfaces; cleaning refrigerators, freezers, cabinets, carts.
- Under supervision of the Superintendent, develop menus in accordance with federal dietary standards (USDA).
- Post menus in designated areas.
- Order and purchase food as economically as possible and with approval of Superintendent.
- Under supervision of Superintendent, may inventory supplies, equipment and food.
- Report supply needs and equipment loss or damage to the Superintendent.
- Prepare food, equipment, supply orders, and submit to Superintendent for approval.
- Avoid waste in purchasing or use of food supplies and materials.
- Keep the Superintendent informed of all necessary information including: customer and staff complaints/incidents.

- Track and provide documentation of meal payment and non-payment. Keep accurate and timely meal payment records. Collect unpaid balances in a timely manner.
- Have the ability to complete preparation duties and maintain desired temperature of food being served within operational time parameters.
- Be consistent and reliable in arrival and attendance in order to assure the proper operation of the kitchen. Keep Superintendent informed of planned/unplanned time off.
- Share responsibility for professional, cooperative staff relations and for activities important to the operation of the school.
- Conduct one-self according to professional, ethical principles.
- Continuously strive to improve food preparation methods, service techniques.
- Display personal qualities that reflect favorably upon the school.
- Display pride in being a member of the school's team.
- Be familiar with and support school administration in the effective implementation of the school's Emergency Response Plan.
- Adhere to all procedures and policies as outlined in the Employee Manual.
- Perform any additional function as assigned by the Superintendent.

Additional Requirements

- Satisfactory completion of criminal background and criminal history check

EVALUATED BY: Superintendent

CUSTODIAN

REPORTS TO: Superintendent

EMPLOYED BY: Partner Solutions for Schools

Performance Responsibilities

- Assumes responsibility for overall cleanliness of the school
- Responsible for floors in classrooms, hallways, common areas, and offices
- Responsible for cleaning and sanitizing lavatories
- Receive and store all deliveries
- Order necessary cleaning and toilet supplies
- Perform any other responsibilities as assigned by the Superintendent

Additional Requirements

- Satisfactory completion of criminal background and criminal history check

EVALUATED BY: Superintendent

Pursuant to Section 12.9 of the Contract Terms and Conditions, the Academy must submit to the Charter Schools Office Director a copy of any educational service provider agreement that the Academy Board has approved and executed.

4853-0381-8651, v. 1

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "Agreement") is made and entered into as of July 1, 2019 by and between CSP MANAGEMENT, INC., a Michigan corporation d/b/a PARTNER SOLUTIONS FOR SCHOOLS ("Partner Solutions") and RICHFIELD PUBLIC SCHOOL ACADEMY, a Michigan public school academy (the "Academy") formed under Part 6(A) of the Revised School Code (the "Code"), as amended, being MCL §380.501 to §380.507. CSP MANAGEMENT, INC. is currently a wholly owned corporation of CS PARTNERS, LLC, a Michigan limited liability company.

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

Partner Solutions represents and warrants that it is a duly organized Michigan for-profit corporation, in good standing, and that Partner Solutions (its officers, employees and agents) has the educational background, managerial experience, expertise, training, capacity, qualifications, and financial resources to provide the Services contemplated under this Agreement.

The Academy and Partner Solutions desire to enter into an independent contracting relationship whereby Partner Solutions will be engaged to provide the personnel and business services through the School Leader as set forth in this Agreement (the "Services"). This Agreement between the Academy and Partner Solutions sets forth the understandings with respect to the relationship between them, the scope of their relationship and the limitations on the relationship between the parties.

The Academy and Partner Solutions further state that Partner Solutions shall have full and unfettered authority to hire and fire people to fulfill the contractual terms and conditions as set forth herein, without any involvement, control or direction of the Academy.

THEREFORE, in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties agree as follows:

ARTICLE I

Relationship of the Parties and Other Matters

- A. Authority. The Academy represents that (a) it is authorized by law to contract with a private entity for the provision of educational personnel and business services to the Academy, (b) it has been issued a Contract from the Authorizer to organize and operate a public school academy, (c) it is authorized by the Authorizer to supervise and control the Academy, and (d) it is vested with all powers necessary or desirable for carrying out the duties contemplated in this Agreement.

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

- B. Relationship of the Parties. Partner Solutions is not a division, subsidiary or any part of the Academy. The Academy is a corporate and governmental entity authorized under the Code. The Academy is not a division or any part of Partner Solutions. The relationship between the parties

hereto was developed and entered into through arms-length negotiation and is based solely on the terms of this Agreement.

- C. Educational Program. The Board retains the responsibility for determining the fiscal and academic policies that will govern the operation of the Academy, as well as the development and implementation of all curriculum and educational programming for the Academy. The Board is responsible for the monitoring and the accountability for academic outcomes and shall notify Partner Solutions of any dissatisfaction with these outcomes.
- D. Compliance with Section 503c. On an annual basis, Partner Solutions agrees to provide the Board with the same personnel and business 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 Board shall make the information available on the Academy's website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this Agreement.
- E. Partner Solutions as Independent Contractor: The Board is the governing body with managerial authority and responsibility over the Academy. Under the policy direction of the Board, and in the performance of Services under this Agreement, Partner Solutions (its officers, directors, employees, and designated agents) shall be regarded at all times as performing services as independent contractors for the Academy.
 - 1. Consistent with that status, Partner Solutions reserves to itself the right to designate (to the extent consistent with the Contract and controlling law) the means and methods of accomplishing the objectives and purposes of this Agreement and the Academy shall not exercise (or have the right to exercise) control or direction over the means and methods utilized by Partner Solutions in providing services under this Agreement.
 - 2. To enable the Academy to comply with its reporting obligations under the Michigan Public School Employees Retirement Act, 1980 PA 300, as amended, Partner Solutions: (a) shall promptly notify the Academy in writing of the identity of any individual assigned by Partner Solutions to perform services at the Academy who is a retirant from the Michigan Public School Employees Retirement System (MPERS); and (b) shall provide information on a pay period basis regarding any such individual's wages or amounts paid and hours of service under this Agreement, as necessary for the Academy to report on a schedule and in such manner as may be determined from time to time by MPERS. MCL 38.1342(6).
- F. No agent or employee of Partner Solutions shall be determined to be an agent or employee of the Academy, except as expressly acknowledged, if at all, in writing, by the Academy.
- G. Partner Solutions agrees that it shall not impose any contractual requirement or contractual obligation on any of its employees assigned to the Academy to enter into a non-compete provision or agreement.
- H. Notwithstanding the foregoing, Partner Solutions and its employees are hereby irrevocably designated as "School Officials" under the Family Educational Rights and Privacy Act, 20 U.S.C. §1232(g), and its implementing regulations during the Term of this Agreement, to the extent Partner Solutions has access to student records in providing the Services.

- I. During the Term of this Agreement, the Academy may disclose confidential data and information to Partner Solutions and its respective officers, directors, employees and designated agents or Partner Solutions and its related entities, may access, confidential data and information, to the extent permitted by Academy Board Policies and applicable law, including without limitation, the Family Educational Rights and Privacy Act, 20 USC §1232g, 34 CFR Part 99; Section 1136 of the Michigan Revised School Code, MCL 380.1136; the Individual with Disabilities Education Act ("IDEA"), 20 USC §1401 et seq, 34 CFR 300.610 -300.626; Section 504 of the Rehabilitation Act of 1973, 29 USC §794a, 34 CFR 104.36; the Michigan Mandatory Special Education Act, MCL 380.1701 et seq.; the American with Disabilities Act, 42 USC §12101 et seq.; the Health Insurance Portability and Accountability Act ("HIPAA"), 42 USC 1320d - 13200d-8; 45 CFR 160,162 and 164; 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.
- J. No Related Parties or Common Control. The parties hereby agree that none of the voting power of the governing body of the Academy or the Board will be vested in Partner Solutions or its directors, members, managers, officers, shareholders, or employees. Further, the Academy and Partner Solutions are not, and shall not become: (a) members of the same controlled group, as that term is defined in the Internal Revenue Code of 1986, as amended (the "IRS Code"); or (b) related persons, as that term is defined in the IRS Code.
- K. Compliance with Academy's Contract. Partner Solutions 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 Authorizer. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement.
- L. Lease and Loans. If the Academy and Partner Solutions enter into a lease, execute promissory notes or other negotiable instruments, or enter into a lease-purchase agreement or other financing relationship, then such agreements must be separately documented and separately approved and shall not be a part of or incorporated into this Agreement.
- M. The Board. The Board is the governing body with oversight responsibilities over the Academy. The Board is responsible for the monitoring and the accountability for academic outcomes. The parties acknowledge that throughout this Agreement the term "Board" and the term "Academy" are sometimes used interchangeably in some sections for the sole purpose of readability based on the nature and subject-matter of the article/section. This Agreement is executed by a duly authorized member of the Board (on behalf of the Academy), and by so executing this Agreement the Board acknowledges and accepts all obligations and responsibilities related to the Board as set forth in this Agreement.

ARTICLE II

Term

- A. Term. This Agreement shall be effective for the duration of the Academy's current authorizing contract with the Authorizer (the "Term"), subject to earlier termination under Article VI. The Term will be for an eight (8) year period beginning July 1, 2019 and ending June 30, 2027 (the "Term"), subject to earlier termination under Article VI.

ARTICLE III

Compensation and Reimbursement of Costs

- A. Services Fee. During the Term of this Agreement, the Board shall pay Partner Solutions for Personnel Services an annual fee of three and a half percent (3.5%) as a percentage of total gross

wages paid to staff employed and assigned by Partner Solutions to perform Services for the Academy (the "Fee"). A discount of 0.30% will be given to the Academy for having this multi-year contract match the length of the Academy's charter contract.

- B. Additionally, during the Term of this Agreement, for Business Services, the Board shall pay Partner Solutions an annual fee of fifty thousand (50,000). The fee to increase three percent (3%) in year three of the contract (2021-2022) and will remain at that rate for the remainder of the contract.

The parties agree that each component of the Fee amount is reasonable compensation for the provision of the Personnel Services (set forth in the first paragraph of this Section A) and the Business Services (set forth in the second paragraph of this Section A).

- C. Payment of Costs. In consideration of the Services provided to the Academy by Partner Solutions under this Agreement, the Academy will pay Partner Solutions, on an at-cost basis for properly invoiced salary, benefits, and other costs attributable to personnel employed by Partner Solutions and assigned by Partner Solutions to perform Services at the Academy under this Agreement, including but not limited to gross wages, FICA, Medicare, FUTA, SUTA, Workers' Compensation Insurance, Professional Liability Insurance, employer portions of health, dental, vision and life insurance, and 401K employer contributions (if applicable). In addition to the Fee, the Academy shall reimburse Partner Solutions for all costs reasonably incurred and paid by Partner Solutions in providing the Services as specified in this Agreement. Such costs include, but are not limited to, all employment costs of Partner Solutions' employees assigned to the Academy, employment ads, recruiting fees, background screening fees, Concentra testing fees, job fair booth fees, substitute charges/fees, and other expenses for equipment, software, supplies, food service, transportation, special education, psychological services, and medical services. In paying such costs on behalf of the Academy, Partner Solutions shall not charge an added fee (or mark-up). The Academy will forward to Partner Solutions the funds to pay all costs of the Services provided pursuant to this Agreement. No corporate costs of Partner Solutions shall be charged to, or reimbursed by, the Academy. Marketing and development costs paid by or charged to the Academy (if any) shall be limited to those costs specific to the Academy program and shall not include any costs for the marketing and development of Partner Solutions.
- D. Payment. Partner Solutions shall be in receipt of funds for payroll expenses no later than the third business day preceding each payroll date for Partner Solutions' employees performing services at the Academy. Said funds will be received by Partner Solutions via a wire transfer, either initiated by the Academy or by Partner Solutions, whichever is agreed upon by both parties. All other expenses incurred by Partner Solutions will be paid by the Academy by the 15th day of the month following the month the expenditure was incurred by Partner Solutions. Notwithstanding any other term or provision in this Agreement to the contrary, in the Board's discretion, the Academy may pay fees for costs incurred by Partner Solutions. However, documentation of all expenses must be invoiced to the school and supported with back-up documentation. Documentation for all staffing costs will be broken down by each Partner Solutions' employee.
- E. If the Payroll Cost funding is not received in full 3 business days prior to the payroll date, payroll will not be processed until full payment is received from the Academy, unless prior arrangements have been made in writing between the Academy and Partner Solutions. If the Payroll Costs have not been funded by the Academy, the Partner Solutions' employees assigned to the Academy and the Board will be notified that payroll will only be processed as soon as Academy funds have been received. If Payroll Costs have not been paid by the Academy by the payroll date, Partner Solutions may send lay-off notices to Partner Solutions employees assigned to the Academy. At that time, Partner Solutions will also provide the Academy an invoice for all accrued and unpaid

wages for employees assigned to the Academy for immediate payment. For purposes of this Agreement the ("payroll date") shall be that date or dates established annually by Partner Solutions.

- F. Availability of Funds. Notwithstanding any other term or provision in this Agreement to the contrary, Partner Solutions shall not be, directly or indirectly, liable to any third party for any cost or expense incurred by the Academy, and Partner Solutions shall only be required to perform its responsibilities under this Agreement to the extent the Academy has funds available for payment to any third party.
- G. Other Institutions. The Academy acknowledges that Partner Solutions may enter into agreements similar to this Agreement with other public or private educational schools or institutions (the "Institutions"). Partner Solutions shall maintain separate accounts for reimbursable expenses incurred on behalf of the Academy and for reimbursable expenses incurred on behalf of the Institutions. Partner Solutions shall only charge the Academy for expenses incurred on behalf of the Academy.
- H. If Partner Solutions incurs reimbursable expenses on behalf of the Academy and the Institutions which are incapable of precise allocation between the Academy and the Institutions, then Partner Solutions shall allocate such expenses among the Institutions and the Academy, on a pro-rata basis, based on the number of students enrolled at the Academy and the Institutions, or the number of staff assigned to the Academy and the Institutions or upon such other equitable basis as agreed by the parties.
- I. Access to Records. Partner Solutions shall keep accurate financial records pertaining to the personnel and business services provided to the Academy, together with all necessary records prepared by or in the possession of Partner Solutions, and retain all of said records in the manner and for the duration required by the State of Michigan and federal law. In no event shall it be less than a period of five (5) years from the close of the fiscal year to which such books, accounts and records relate. All finance and other records of Partner Solutions related to the Academy (if any) will be made available to the Academy and the Academy's independent auditor whom shall be solely selected by the Academy Board. Partner Solutions and the Academy shall maintain the proper confidentiality of personnel and other records as required by law. All records shall be kept in accordance with applicable state and federal requirements. The financial, educational and student records pertaining to the Academy are Academy property and such records are subject to the Michigan Freedom of Information Act. All Academy records shall be physically or electronically available, upon request, at the Academy's physical facilities. If Partner Solutions receives information that is part of a pupil's education records from any source as permitted under the Code, Partner Solutions shall not sell or otherwise provide the information to any other person except as provided under MCL 380.1136.
- J. Other Services. Since the Academy is hiring for personnel and business services only, the Academy shall be responsible for contracting with additional service providers in the event that the Academy needs additional support beyond the School Leader to improve student achievement, develop curriculum, improve classroom management, provide community outreach/marketing services, or other assistance.
- K. Proprietary Rights. The Academy owns all proprietary rights to curriculum or educational materials that (i) are both directly developed and paid for by the Academy; or (ii) were developed by Partner Solutions at the direction of the Academy Board with Academy funds.

ARTICLE IV PERSONNEL SERVICES

- A. Personnel Responsibility. Partner Solutions has the authority to select, discipline and transfer personnel, consistent with applicable laws. The Academy is responsible for ensuring that the School Leader has all budget information necessary so that personnel costs fall within the parameters of the Academy's approved budget. The School Leader (as defined below) shall be responsible for approving and submitting appropriate hours-worked reports for all hourly employees. Evaluation and compensation systems shall be selected by the Academy and shall comply with all applicable laws.
- B. School Leader. The Board or its designee shall identify and appoint a School Leader to administer the Educational Program at the Academy (the "School Leader"), subject to Partner Solutions' approval. In the alternative, the Board may elect to contract with a third party to identify a School Leader to administer the Educational Program at the Academy, subject to Partner Solutions and Board approval. The School Leader will either be an employee of Partner Solutions or an employee of the Board and will be a liaison to the Board. If the School Leader is employed by the Board, the School Leader will appoint an on-site supervisor to staff. The School Leader shall be responsible for supervising and managing the Educational Program and instruction of students. The School Leader will hold all required certifications as required by the School Code.
- C. Teachers and Staff. Partner Solutions will provide administrative support to the School Leader to obtain resumes and credential information for the School Leader to staff the Academy. Partner Solutions will empower the School Leader with the authority to select and hold accountable the teachers and support staff for the operation of the Academy. After qualified staff are selected by the School Leader, Partner Solutions will onboard and provide additional administrative support to the School Leader.
- D. Criminal Background Checks. Partner Solutions, through the School Leader, shall conduct criminal background checks and unprofessional conduct checks on its employees, as required by law, that are assigned to the Academy, as if it were a public school academy under the Code. Partner Solutions agrees that it shall not assign any of its employees, agents or other individuals to perform any services under this Agreement except as permitted under Sections 1230, 1230a, 1230b and related provisions of the Code pertaining to criminal background checks and criminal conduct. Partner Solutions shall require that the results of the criminal background check are received, reviewed, and used (subject to a verification process) by the School Leader, acting on behalf of the Academy and/or the Board, only as permitted by law to confirm that the individual does not have a criminal history and to evaluate the qualifications of the individual for his/her assignment. Partner Solutions will follow all applicable laws as it relates to this Section D.
- E. Employer of Personnel. Compensation of all employees of Partner Solutions shall be paid by Partner Solutions. For purposes of this Agreement, "compensation" shall include salary, fringe benefits, and state, federal, local, and social security tax withholdings. Partner Solutions shall be responsible for paying its portion of social security, unemployment, and any other taxes required by law to be paid on behalf of its employees assigned to the Academy. Unless required by applicable statute, court or administrative decision, or Attorney General's opinion, Partner Solutions shall not make payments to the Michigan Public School Employees' Retirement System or any other public retirement system on behalf of its employees. Teachers employed by Partner Solutions shall not be considered teachers for purposes of continuing tenure under MCL §38.71 et. seq.

- F. 401K Plan Administration. Partner Solutions will complete and sign all necessary 401K regulatory and plan documents as required by law and duties as fiduciary agent of the plan.

ARTICLE V FINANCIAL SERVICES

- A. Review of Budget. Partner Solutions shall provide a budget template to the Academy's Chief Administrative Officer ("CAO") and the Board. It is the responsibility of the Board to review, revise, and approve the annual budget. The Academy's CAO shall not be an employee of Partner Solutions but shall be a member of the Academy Board or their designee. The Board and CAO shall remain responsible for any and all budgeting, accounting, bookkeeping, payments, and all financial decisions.
- B. Financial Services. Partner Solutions shall provide the Board with:
1. a projected annual budget template;
 2. detailed monthly statements (or as requested by the Board) no more than thirty (30) days after month's end. Financial statements will be provided as directed by the Board within reason prior to each Board meeting to allow time for all Board members to review the information prior to the meeting. These financial statements shall include: a balance sheet, a statement of revenues, expenditures and changes in fund balance at object level detail with comparison of budget-to-actual and explanations of variance, and a cash flow statement. These statements shall include all revenues received, from whatever source, with respect to the Academy, and detailed budgets with statements of all direct expenditures (with details) for the Services rendered to or on behalf of the Academy, whether incurred on-site or off-site;
 3. facilitate the annual audit in compliance with applicable laws showing the manner in which funds are spent at the Academy, however, it is acknowledged that only the Academy shall select and retain independent auditors and the Academy shall contract directly with any auditor of its choice, and Partner Solutions will cooperate with the production of any and all documents necessary for the audit. Any such audit shall be the property of the Academy; and,
 4. other information as reasonably requested by the Board to enable the Board to monitor Partner Solutions' performance under the Agreement.
- C. Academy Funds. All funds received by the Academy shall be placed in the Academy's depository account as required by law. The signatories on the Academy Board accounts shall solely be Academy Board members or properly designated Academy Board employees. Interest income earned on Academy accounts shall accrue to the Academy.
- D. Purchases. Partner Solutions will not purchase any materials or equipment with Partner Solutions' funds unless requested by the Academy Board and accompanied by an approved Academy purchase order.
- E. Academy's Rights to Curriculum and Educational Materials. The Academy shall own, without restriction, all proprietary rights to curriculum and educational materials that: (a) are or were directly developed by the Academy and paid for with Academy funds; or (b) are or were developed by Partner Solutions at the direction of the Board using Academy funds.

ARTICLE VI Termination

A. Termination by Partner Solutions. Partner Solutions may terminate this Agreement prior to the end of the Term in the event the Board fails to remedy a material breach within the required time frames below or it is determined that Partner Solutions is required to pay into the Michigan Public School Employees Retirement System ("MPERS"). A material breach includes, but is not limited to, Partner Solutions' failure to receive, for any reason, compensation or reimbursement as required by the terms of this Agreement. Partner Solutions may also immediately terminate this Agreement with no additional liability or responsibility upon the occurrence of the following:

1. The Academy files for bankruptcy or becomes insolvent;
2. The facility where employees are working is closed permanently;
3. The Academy requests a reduction in workforce;
4. The Academy or its successors and assigns discontinue operations;
5. The Academy is a financially distressed business as set forth in the Worker Assistance and Retraining Notification Act; or,
6. The Academy is being shut down or closed by the State of Michigan or the Authorizer.

The Academy has until the Payroll Date to fund payroll or to reach an agreement with Partner Solutions on the payment of those funds.

Partner Solutions may also terminate this Agreement if the Academy makes decisions inconsistent with the recommendations of Partner Solutions and/or there is a substantial and unforeseen increase in the cost of administering services of this Agreement. The Academy has thirty (30) days after notice from Partner Solutions to remedy this type of breach.

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

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

B. Termination by Academy. The Academy may terminate this Agreement prior to the end of the Term in the event that Partner Solutions fails to remedy a material breach within the required time frames below. A material breach includes, but is not limited to: (a) material failure by Partner Solutions to reasonably account for its expenditures; (b) material failure by Partner Solutions to provide the services as required by this Agreement; (c) a determination has been made by some governmental entity or administrative agency or court of law that Partner Solutions is required to participate in MPERS; and/or (d) any action or inaction by Partner Solutions that places the Contract in jeopardy of revocation, suspension or termination, as evidenced by written notification from the Authorizer.

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

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

- C. Revocation or Termination of the Charter Contract. If the Academy's Contract issued by the Authorizer is revoked or terminated, or a new charter contract is not issued to the Academy after expiration of the Contract, this Agreement shall automatically be terminated, as the case may be, on the same date as the Academy's Contract is revoked, terminated or expires without further action of the parties. Notwithstanding the foregoing, the Academy shall provide immediate written notice to Partner Solutions of such Contract termination.
- D. 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 State School Reform/Redesign Officer 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 Section 10.4 of 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 Partner Solutions shall have no recourse against the Academy or the Authorizer Board for implementing such site closure or reconstitution.
- E. Change in Law. If any federal, state or local law or regulation, or court or administrative decision, or attorney general's opinion (collectively referred to in this Agreement as the "applicable laws") has a substantial and material adverse impact (as reasonably determined by the party suffering the impact) on the ability of the impacted party to carry out its obligations under this Agreement, then the impacted party, upon written notice, may request a renegotiation of this Agreement. If the parties are unable or unwilling to successfully renegotiate the terms of this Agreement within ninety (90) days after the notice, and after making good faith efforts which shall include, but not be limited to, the use of a third party arbitrator and/or alternative dispute resolution process, the impacted party may terminate this Agreement as of the end of the then-current academic year.
- F. Transition. In the event of any termination prior to the end of the Term of this Agreement, Partner Solutions shall provide the Academy reasonable assistance for up to thirty (30) days to assist in the orderly transition to another service provider or to a self-managed school. Notwithstanding the foregoing, Partner Solutions shall not be obligated to provide such reasonable assistance if the reason for the termination was the documented willful misconduct of the Academy which resulted in financial damages to Partner Solutions exceeding \$10,000, as reasonably determined by Partner Solutions.
- G. Obligations upon Termination or Expiration. Upon any termination or the expiration of this Agreement, the parties shall remain obligated for all financial or other obligations due at the time of the termination or expiration.

ARTICLE VII

Indemnification & Cooperation

- A. Indemnification of Partner Solutions. To the extent permitted by law, the Academy shall indemnify, save, and hold harmless Partner Solutions and all of its employees, officers, directors, subcontractors, and agents against any and all claims, demands, suits or other forms of liability that might arise out of or by reason of any noncompliance by the Academy with any agreements, covenants, warranties or undertakings of the Academy contained in or made pursuant to this Agreement, and any misrepresentations or breach of the representations and warranties of the Board and the Academy contained in or made pursuant to this Agreement

In addition, the Academy shall indemnify, save, hold harmless, and reimburse Partner Solutions for any and all legal expenses and costs associated with the defense of any such claim, demand or suit, including any claim for failure to pay wages or overtime based on the hours worked reports approved and submitted by the School Leader. The Academy agrees to advance to Partner Solutions all costs, actual attorneys' fees, actual experts' fees, and similarly related expenses immediately upon request so that Partner Solutions is not required to pay such expenses out of its own funds. If desired, all or part of the indemnification obligations set forth in this section may be met by the purchase of insurance by the Academy. The indemnification in this Section shall also specifically apply, without limitation, to any current claims or litigation at the time this Agreement is executed, as well as any future or additional claims or litigation regarding any prior activities of the Academy.

- B. Indemnification of the Academy. Partner Solutions shall indemnify, save, and hold harmless the Academy and all of its employees, officers, directors, subcontractors, and agents against any and all lawsuits and causes of action that may arise out of, or by reason of any noncompliance by Partner Solutions with any agreements, covenants, warranties, or undertakings of Partner Solutions contained in or made pursuant to this Agreement, and any misrepresentation or breach of the Agreement. The Academy agrees that for any claim for indemnification made by the Academy, to the extent the interests of Partner Solutions and the Academy are aligned, the parties agree to coordinate a defense to minimize the costs of such defense. To the extent Partner Solutions shall be responsible for indemnification of the Academy, Partner Solutions shall have the right to select the attorneys of its choice and to make all decisions and in every respect control the manner in which Partner Solutions and the Academy are defended. Notwithstanding the foregoing, in no event shall Partner Solutions indemnify the Academy for the attorney fees accrued by the Board in the regular course of business.

To the extent the parties are coordinating a defense, the parties shall utilize shared counsel which shall be paid for by Partner Solutions and no reimbursement of any costs or fees shall be necessary. Partner Solutions may reimburse the Academy for pre-approved legal expenses and costs associated with the defense of any such claim, demand, or suit which are not otherwise covered by the shared defense. If desired, all or part of the indemnification obligations set forth in this section may be met by the purchase of insurance by Partner Solutions. The indemnification in this Section shall also specifically apply, without limitation, to any current claims or litigation at the time this Agreement is executed, as well as any future or additional claims or litigation regarding any prior activities of Partner Solutions.

- C. Indemnification for Negligence. To the extent permitted by law, each party to this Agreement shall indemnify and hold harmless the other, and their respective boards of directors, partners, officers, employees, agents, and representatives, from any and all claims and liabilities which they

may incur and which arise out of the negligence of the other party's trustees, directors, officers, employees, agents, or representatives.

- D. Mutual Duty to Cooperate. The parties acknowledge that each party has a duty and obligation to cooperate with the other party, and further that such duty to cooperate is a material part of this Agreement. The purpose of the duty to cooperate is to enable each party to perform its obligations as efficiently as possible. The duty to cooperate shall include all areas of the business of the Academy and the Services. The duty to cooperate also includes reasonable assistance in the event of litigation or a dispute involving a party related to the Academy or the Services provided, such as provision of testimony, records and/or documents reasonably related to the litigation or dispute (which are not otherwise protected from disclosure).
- E. Indemnification of Authorizer. The parties acknowledge and agree that the Authorizer, Bay Mills Community College, its Board of Regents, and its members, officers, employees, agents or representatives (collectively "Authorizer") are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, Partner Solutions hereby promises to indemnify, defend and hold harmless the Authorizer from and against all claims, demands, actions, suits, causes of action, losses, judgments, liabilities, damages, fines, penalties, forfeitures, or any other liabilities or losses of any kind whatsoever, including costs and expenses (not limited to reasonable attorney fees, expert and other professional fees) of settlement and prosecution imposed upon or incurred by the Authorizer, and not caused by the sole negligence of the Authorizer, which arise out of or are in any manner connected with the Authorizer Board's approval of the Academy's application, the Authorizer Board's consideration of or issuance of a Contract, Partner Solutions' preparation for and operation of the Academy, or which are incurred as a result of the reliance by the Authorizer upon information supplied by Partner Solutions, or which arise out of Partner Solutions' failure to comply with the Contract or Applicable Law. The parties expressly acknowledge and agree that the Authorizer may commence legal action against Partner Solutions to enforce its rights as set forth in this Agreement. The Authorizer agrees that for any claim for indemnification made by the Authorizer, to the extent the interests of Partner Solutions and the Authorizer are aligned, the parties agree to coordinate a defense to minimize the cost of such defense. To the extent Partner Solutions shall be responsible for indemnification of the Authorizer, Partner Solutions shall have the right to select the attorneys of its choice and to make all decisions and in every respect control the manner in which Partner Solutions and the Authorizer is defended.

ARTICLE VIII

Insurance

- A. Academy Insurance. The Academy will secure and maintain general liability and umbrella insurance coverage. This coverage will include the building and related capital facilities if they are the property of the Academy. The Academy will maintain such insurance in an amount and on such terms as required by the provisions of the Contract, including the indemnification of Partner Solutions required by this Agreement, and naming Partner Solutions as an additional insured. The Academy will, upon request, present evidence to Partner Solutions that it maintains the requisite insurance in compliance with the provisions of this section. Partner Solutions will comply with any information or reporting requirements applicable to the Academy under the Academy's policy with its insurer(s), to the extent practicable. Nothing in this Agreement is intended, nor shall be construed, as a waiver or relinquishment of any immunity from action or liability enjoyed by the Academy under controlling law.
- B. Partner Solutions Insurance. Partner Solutions will secure and maintain general liability and

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

- C. Workers' Compensation Coverage. Additionally, each party shall maintain workers' compensation insurance, as required by state law, covering their respective employees.

ARTICLE IX

Warranties and Representations

- A. Warranties and Representations of the Academy. The Academy represents to Partner Solutions that (a) it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement, (b) its actions have been duly and validly authorized, and (c) it will adopt the necessary resolutions or expenditure approvals required for execution of this Agreement.
- B. Warranties and Representations of Partner Solutions. Partner Solutions represents and warrants to the Academy that (a) it is a Michigan corporation in good standing duly authorized to conduct business in the State of Michigan, (b) it has the authority under applicable laws to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement, (c) its actions have been duly and validly authorized, and (d) it will adopt any and all resolutions required for execution of this Agreement.
- C. Mutual Representations and Warranties. Each party represents and warrants to the other party that except as disclosed in writing to the other party, to its knowledge, there are no pending actions, claims, suits, or proceedings, whether threatened or reasonably anticipated, against or affecting it, which if adversely determined would have a material adverse effect (as might be reasonably determined by the non-affected party if disclosed) on its ability to perform its obligations under this Agreement.

ARTICLE X

Alternative Dispute Resolution

- A. Mediation. Any and all disputes between the parties concerning any alleged breach of this Agreement or arising out of or relating to the interpretation of this Agreement or the parties' performance of their respective obligations under this Agreement shall first be submitted to mediation for resolution in Livingston County. Both parties must mutually agree upon the mediator selected and shall participate in all meetings in good faith. The mediation shall be conducted in accordance with the rules of the American Arbitration Association seated in Livingston County, Michigan, with such variations as the parties and arbitrators unanimously accept. If a mediated resolution is reached, a written resolution agreement shall be executed and, upon the Authorizer's request, the mediated agreement shall be made available. The parties will share equally in the costs of the mediation including forum fees, expenses and charges of the mediator.

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

ARTICLE XI

Miscellaneous

THE ACADEMY: Board President
Richfield Public School Academy
3807 North Center Rd
Flint, MI 48506

- E. Assignment. This Agreement shall not be assigned (a) by Partner Solutions, without prior consent of the Board, in writing which consent shall not be unreasonably withheld; or (b) by the Academy, without the prior consent of Partner Solutions, in writing, which consent shall not be unreasonably

withheld. Partner Solutions may, without the consent of the Board, delegate the performance of but not responsibility for any duties and obligations of Partner Solutions hereunder to any independent contractor, expert or professional adviser. However, this Agreement is not assignable without prior notification to the Authorizer. Any assignment must be done in a manner consistent with the Authorizer's Educational Service Provider Policies.

- F. Limitation of Liability. EXCEPT FOR AMOUNTS EXPRESSLY DUE AND OWING UNDER THIS AGREEMENT, EACH PARTY'S TOTAL LIABILITY TO THE OTHER AND ANY THIRD PARTIES UNDER OR ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNTS PAID OR DUE AND OWING BY THE ACADEMY TO PARTNER SOLUTIONS HEREUNDER. THIS LIMITATION DOES NOT APPLY TO ANY AMOUNTS OWED PURSUANT A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT. PARTNER SOLUTIONS TOTAL LIABILITY TO THE ACADEMY UNDER OR ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNTS PAID OR DUE AND OWING BY THE ACADEMY TO PARTNER SOLUTIONS HEREUNDER.
- G. Amendment. This Agreement may only be amended in writing, signed by a duly authorized representative of each party and in a manner consistent with the Contract and the Authorizer's Educational Service Provider Policies.
- H. Effect of Headings. The underlined headings are included for convenience of the reader, and if the underlined headings are inconsistent with the other text the underlined text shall be disregarded.
- I. Tax Exempt Financing. If at any time the Academy determines that it is in the best interests of the Academy to obtain financing from the Michigan Public Educational Facilities Authority or any other type of financing that is tax-exempt pursuant to the IRS Code, then the parties hereby agree that this Agreement shall be automatically amended for the sole and limited purpose of compliance with Revenue Procedure 97-13, and/or its progeny. Any such automatic amendment shall be as limited as practicable, and the parties shall promptly execute a written agreement reflecting such amendment, but the failure of the parties to do so shall not affect the effectiveness of the automatic amendment referenced above; provided, however, that any such amendment shall be consistent with the Authorizer's Educational Service Provider Policies.
- J. Waiver. No waiver of any portion of this Agreement shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly stated in writing.
- K. Severability. The invalidity of any portion or term of this Agreement shall not affect the remaining portions or terms of this Agreement. In the event a portion or a term of this Agreement is deemed invalid, the parties shall cooperatively work together to modify the invalid portion or term as minimally as possible to cure the invalidity, while at all times preserving the spirit and purpose of the applicable portion or term.
- L. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
- M. No Third Party Rights. This Agreement is made for the sole benefit of the Academy and Partner Solutions. Except as otherwise expressly provided herein, nothing in this Agreement shall create or be deemed to create a relationship between the parties, or either of them individually with any third person, third party beneficiary, fiduciary, or the Authorizer.
- N. Survival of Termination. All representations, warranties, and indemnities made in this Agreement

shall survive any termination or expiration of this Agreement without limitation.

- O. Delegation of Authority; Compliance with Laws. Nothing in this Agreement shall be construed as delegating to Partner Solutions any of the powers or authority of the Board which are not subject to delegation by the Board in accordance with all applicable laws. The parties agree to comply with all applicable laws.
- P. Execution. The parties may execute this Agreement by facsimile or in counterparts. A facsimile or photographic copy of this Agreement may be relied upon by either party, or any third party, as if it were an original signature copy. If this Agreement is executed in counterparts, the separate counterpart signature pages shall be combined and treated by the parties, or any third party, as if the separate counterpart signature pages were part of one original signature copy.
- Q. Review by Independent Counsel. The parties agree that each has reviewed, or had the opportunity to review, this Agreement with its own independent legal counsel prior to the execution of this Agreement.

[SIGNATURE PAGE FOLLOWS]

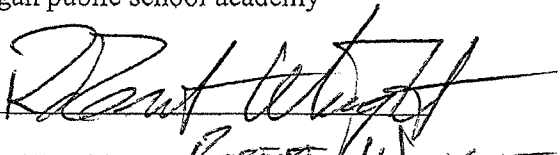
The undersigned hereby execute this Agreement as of the date set forth first above.

THE ACADEMY:

RICHFIELD PUBLIC SCHOOL ACADEMY,
a Michigan public school academy

By: _____

Its: Board President


ROBERT WRIGHT

PARTNER SOLUTIONS:

CSP MANAGEMENT, INC.,
a Michigan corporation

By: _____

Maria Dockins

Its: President

CONTRACT SCHEDULE 6

PHYSICAL PLANT DESCRIPTION

RICHFIELD ACADEMY
Physical Plant

	<u>Page</u>
Physical Plant Description	6-1
a. N. Center Road Campus	
Site Plan	6-3
Floor Plan.....	6-4
Occupancy Approval	6-5
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b. Richfield Road Campus	6-4
Site Plan	6-20
Floor Plan.....	6-22
Occupancy Approval	6-23
Purchase Agreement	6-24

SCHEDULE 6

PHYSICAL PLANT DESCRIPTION

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

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

A. Center Road Campus

Address: 3807 North Center Road, Flint, MI 48506

Description: The Academy building is a one-story brick building with approximately 29 classrooms and a multipurpose room. A playground is located adjacent to the school building.

Term of Use: Term of Contract.

Configuration of Grade Levels: Second through Eighth grade.

B. Richfield Road Campus

Address: 4358 Richfield Road, Flint, MI 48506

Description: The Academy building is a one-story brick building with approximately 10 classrooms and 2 out-buildings with a security-maintained entrance to the facility.

Term of Use: Term of Contract.

Configuration of Grade Levels: Pre-kindergarten through First grade.

Name of School District and Intermediate School District:

Local: Flint School District

ISD: Genesee ISD

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.

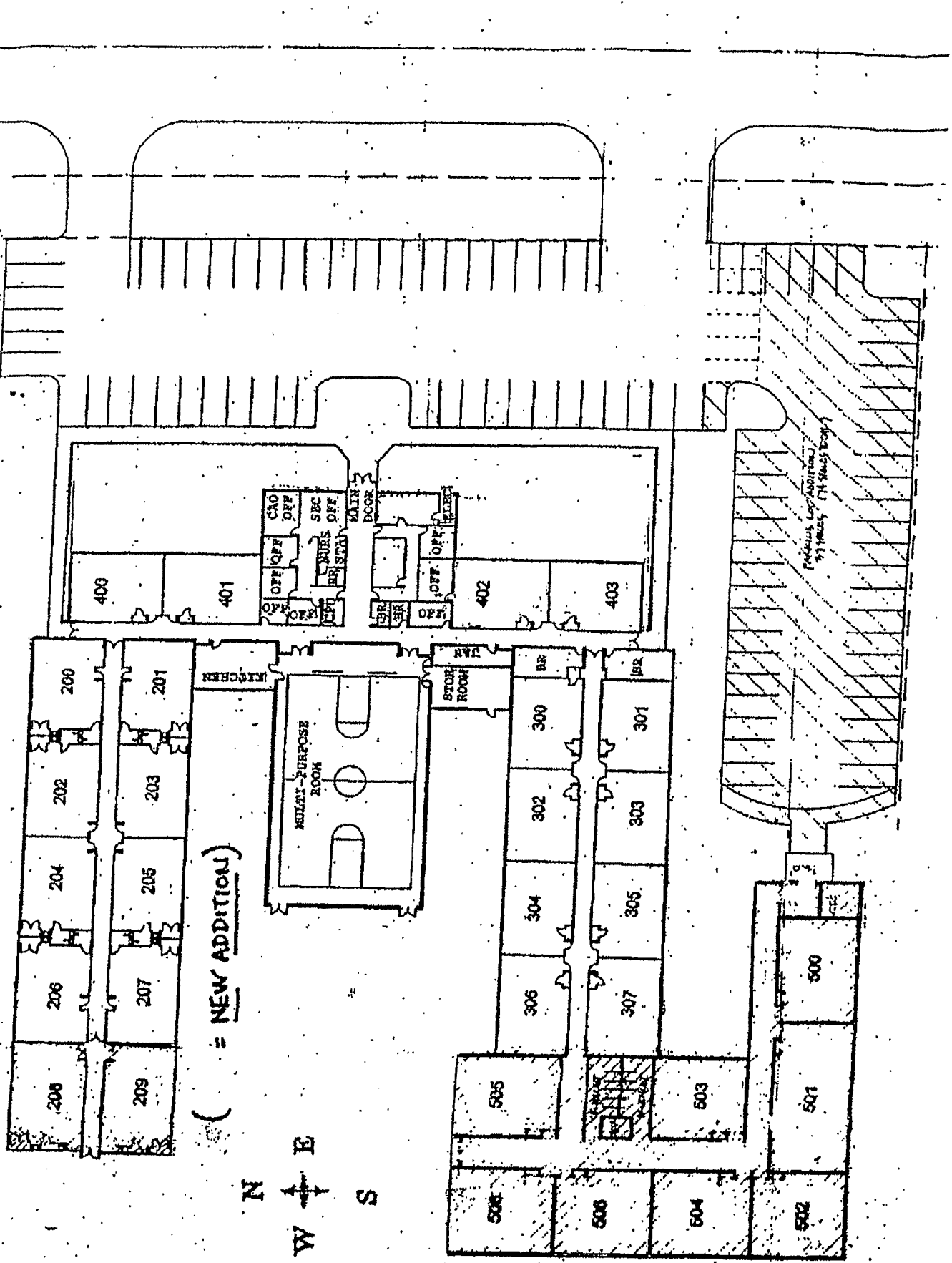
- A. Size of building
- B. Floor Plan
- C. Description of Rooms
- D. Copy of lease or purchase agreement

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.

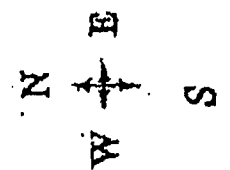
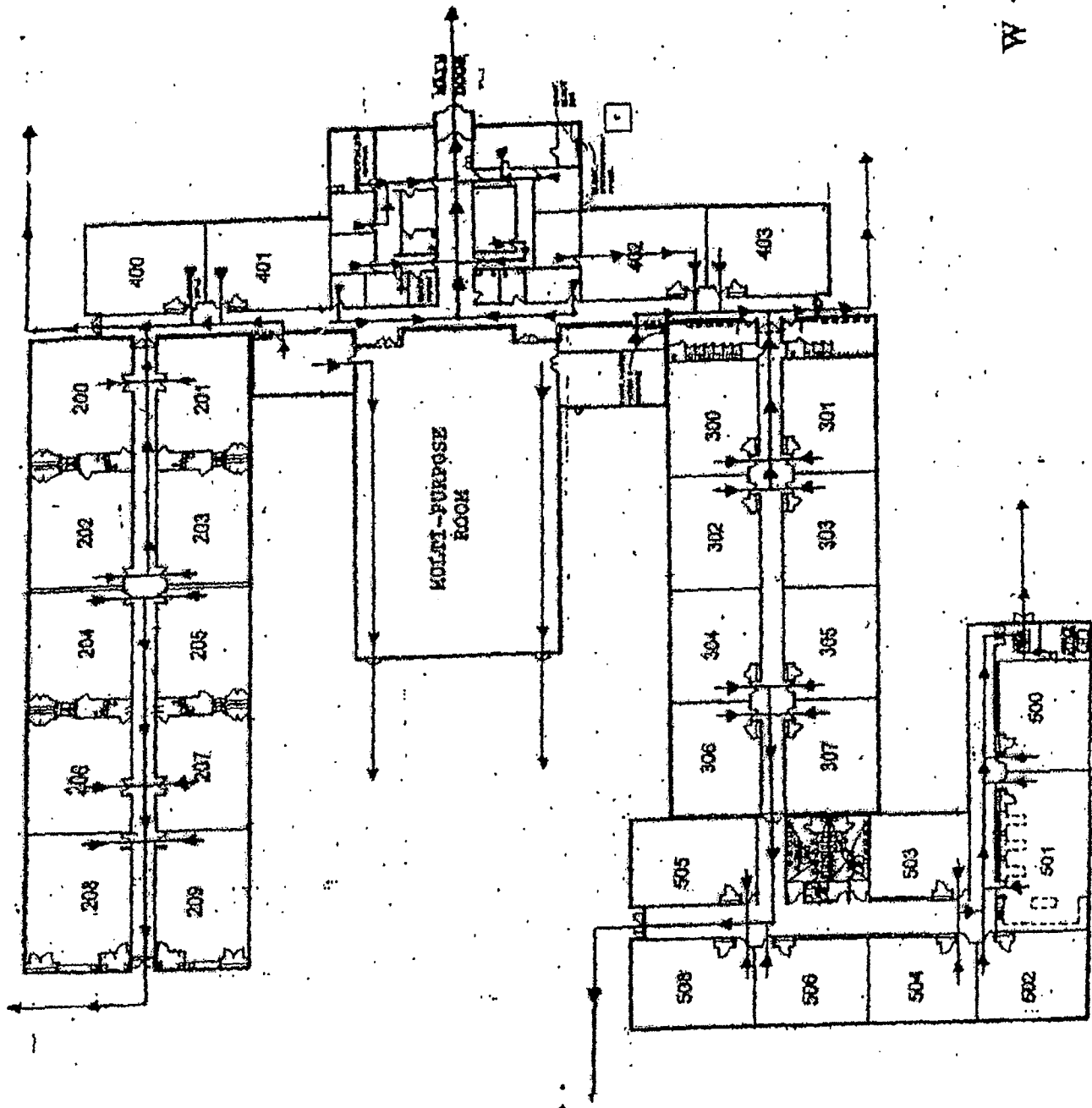
5. If the Proposed Site described above is not used as the physical facilities for the Academy, then Schedule 6 of this Contract between the Academy and the College Board must be amended pursuant to Article IX of the Terms and Conditions of Contract, to designate, describe, and agree upon the Academy's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

RICHFIELD PUBLIC SCHOOL ACADEMY



gates and line up on grass.



RICHFIELD PUBLIC SCHOOL

CERTIFICATE OF USE AND OCCUPANCY

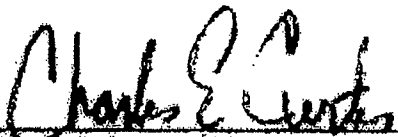
PERMANENT

Michigan Department of Labor & Economic Growth
Bureau of Construction Codes/Building Division
P. O. Box 30254
Lansing, MI 48205
(313) 241-9317

Building Permit No. B024307
Richfield Public School Academy
3807 N Center Road
Flint, Michigan
Genesee County

The above named building of Use Group E and Construction Type 5B is approved for use and occupancy.

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §124.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 110.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.


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

December 6, 2007

OFFER TO PURCHASE

WHEREAS, Flint/Jackson Academy Leasing, LLC, a Michigan limited liability company and Richfield Public School Academy, a Michigan public school academy are parties to a Lease Agreement dated June 26, 2003 (the "Lease");

WHEREAS, Article 12 of the Lease Agreement provides Richfield Public School Academy with an option to purchase the Premises as described in the Lease Agreement;

THIS OFFER TO PURCHASE AGREEMENT is made and entered into this 19th day of MARCH, 2007 (hereinafter referred to as the "Agreement"), by and between Flint/Jackson Academy Leasing, LLC, a Michigan limited liability company (hereinafter referred to as the "Seller") and Richfield Public School Academy, a Michigan public school academy (hereinafter referred to as the "Purchaser", and the Seller and the Purchaser are hereinafter collectively referred to as the "Parties" and are hereinafter individually referred to as a "Party") for the purchase of certain real property located in the City of Flint, County of Genesee, State of Michigan, which real estate is located at 3807 North Center Road, Flint, Michigan, 48506 and which is more fully described as follows (legal description to be verified by Title Commitment (as defined below) and ALTA survey):

Parcel A: The North 45 feet of the South 89 feet of the North 689 feet of the East 490 feet of the Southeast 1/4 of the Southeast 1/4 of Section 33, Township 8 North, Range 7 East;

Property Address: North Center Road
Tax Parcel No.: 47-33-476-074

Parcel B: The South 44 feet of the North 689 feet of the East 490 feet of the Southeast 1/4 of the Southeast 1/4 of Section 33, Township 8 North, Range 7 East;

Property Address: 3807 North Center Road
Tax Parcel No.: 47-33-476-075

Parcel C: The South 60 feet of the North 749 feet of the East 490 feet of the Southeast 1/4 of the Southeast 1/4 of Section 33, Township 8 North, Range 7 East; and

Property Address: North Center Road
Tax Parcel No.: 47-33-476-076

Parcel D: The South 156 feet of the North 905 feet of the East 490 feet of the Southeast 1/4 of the Southeast 1/4 of Section 33, Township 8 North, Range 7 East;

Property Address: North Center Road

Tax Parcel No.: 47-33-476-077

more commonly known as: 3807 North Center Road, Flint, Michigan, 48506, together with all structures, additions, improvements, easements, covenants, agreements, rights, privileges, tenements, hereditaments, appurtenances, air, oil and gas, mineral and riparian rights and land division rights there unto now or hereinafter belonging or pertaining thereto, now on the premises, together with any interest of the Seller, if any, in the land lying in the bed of any street, road or avenue, upon or about the Property, subject to no liens, easements, exceptions, leases, licenses, agreements, covenants, mortgages, restrictions or encumbrances whatsoever except Permitted Exception, as hereinafter defined (hereinafter referred to as the "Property").

NOW, THEREFORE, Seller desires to sell and Purchaser desires to purchase all of the Seller's right, title and interest in the Property for the Purchase Price, it being the intent of the Parties that this transaction shall vest complete ownership interest and title in and of the Property in Purchaser, subject only to the terms and conditions as hereinafter set forth; and in consideration of the mutual promises expressed herein, each bargained for and given in exchange for the other, and for other good and valuable consideration, the receipt and sufficiency of which are herewith acknowledged, **IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:**

1. **Purchase Price.** The total purchase price for the Property herein conveyed shall be Four Million Three Hundred Thousand and 00/100 (\$4,300,000.00) Dollars (hereinafter referred to as the "Purchase Price"), to be paid in available federal funds at settlement.

2. **Financing Contingency.** Purchaser's obligation to close this transaction is contingent upon Purchaser obtaining a commitment for financing the purchase of the Property by way of the issuance of its Bonds. Seller shall cooperate with the Purchaser to effectuate the financing of the purchase contemplated hereunder provided the Purchaser is making reasonable progress toward closing on the financing. Should Purchaser provide Seller with evidence that it is making reasonable progress toward closing on the financing, the timeline provided for inspection in paragraph five (5) of this Agreement shall be extended by sixty (60) days.

3. **Lease Agreement.** The purchase of the Property is not being accomplished pursuant to an exercise of its option to purchase contained in Article 12 of the Lease. This Agreement supersedes and replaces Article 12 of the Lease. Seller and Purchaser agree that monthly base rent will remain payable on the first of each month until closing with a pro rata division of the base rent for the month in which the closing occurs to be reimbursed to Purchaser based on the number of days remaining after the day of closing. In consideration for the Purchase Price (which is considerably less than the purchase price provided in the Lease), Purchaser agrees to waive any rights or claims to the one month security deposit as described in Section 3.4 of the Lease and the same will be relinquished to the Seller at the Closing as consideration in addition to the Purchase Price. All expenses related to Closing shall be paid by Purchaser, including, without limitation, title insurance, transfer taxes, escrow fees, survey charges,

environmental audit, recording fees, Seller's attorney fees and expenses, all costs related to bond financing.

4. **Evidence of Title.** The Seller warrants that the title to the Property is now and shall be at the Closing a good and marketable record title in fee simple without defects and free and clear of all liens, encumbrances, easements, tenancies, memorials, rights, covenants, restrictions, reservations, conditions, charges, agreements, encroachments and other exceptions that would prevent the transfer of clear title, except for the following "Permitted Exceptions": (i) the lien of real property taxes or assessments which are not delinquent; (ii) easements and restrictions of record; (iii) the Lease and (iv) such other exceptions to title as Purchaser may waive in writing or which Purchaser fails to object to within the time and in the manner required by Section 4A below. As evidence of title, the Seller shall furnish, at Purchaser's expense, the Purchaser with (a) a title insurance commitment issued by a reputable title insurance company (hereinafter referred to as the "Title Company") in the amount of the Purchase Price, insuring that Seller is vested with good, marketable and insurable title to the Property subject to Permitted Exceptions, with zoning, comprehensive, access, tax parcel and such other endorsements as Purchaser shall require (hereinafter referred to as the "Title Commitment") within ten (10) days of the date set forth in the first paragraph on the first page of this Agreement (hereinafter referred to as the "Effective Date") and (b) a policy of title insurance without standard exceptions insuring the Purchaser for the total amount of the Purchase Price as required by the Agreement which shall be effective as of the Closing (hereinafter referred to as the "Title Policy"). Seller shall also execute any necessary and customary affidavits or other documentation as may be reasonably required by the Title Company. Seller shall have the Title Commitment updated at least ten (10) days prior to the Closing (hereinafter referred to as the "Updated Title Commitment"). Seller shall provide the Updated Title Commitment to Purchaser as soon as it is available, but in no event later than five (5) days prior to the Closing.

A. **Title Defects.** If the Title Commitment, Updated Title Commitment or Survey (see 4C below) of the Property (or any revision or update thereof) disclose exceptions to title other than Permitted Exceptions or any other matter which does not conform to the requirements of this Agreement (other than any financing which encumbers the Property, if any, and Seller shall payoff such financing in full at the Closing), Purchaser shall notify Seller within ten (10) days after the later of Purchaser's receipt of the Title Commitment, copies of all documents of record listed therein and Survey of the Property of the particular exceptions, if any, and Seller shall have ten (10) days from the date it receives such notice to have each such non-permitted exception to title removed or to correct each such other matter to the reasonable satisfaction of the Purchaser. If within the time specified, Seller fails or refuses to have each such non-permitted exception removed or correct each such other matter as aforesaid, Purchaser may, at its option, as its sole and exclusive remedy either (I) terminate this Agreement in which event this Agreement, without further action of the Parties shall become null and void and neither party shall have any further rights or obligations under this Agreement, or (II) waive

the exception(s) and proceed with the transaction to purchase the Property in its then current status without reduction of the Purchase Price. If Purchaser fails to make either such election on or before the thirtieth (30th) day after the notice of the title exceptions was delivered to Seller, then Purchaser shall be deemed to have elected option (I). If Purchaser fails to notify Seller of any non-permitted exceptions to title within the time and in the manner required herein, or if Purchaser waives or is deemed to have waived such non-permitted exceptions, then in either such event the non-permitted exceptions shall be thereafter deemed to be Permitted Exceptions. In any event, Purchaser shall give Seller written notice of Purchaser's election. If Purchaser elects to terminate this Agreement, the termination shall not be effective until three (3) days after notice is provided. However, if any exception to title consists of a mortgage, redeemable sheriff's deed, land contract vendor's interest, or other lien created by or through Seller securing a specific known sum of money, the same shall be paid and discharged by Seller out of the proceeds of the sale of the Property pursuant to this Agreement at the Closing.

- B. **Transfer of title.** At the Closing, Seller shall execute and deliver to the Title Company an appropriate Warranty Deed conveying fee simple marketable title to the Property to Purchaser, free and clear from all material defects and encumbrances as enumerated in Section 3 above, except for Permitted Exceptions (hereinafter referred to as the "Deed").
- C. Within thirty (30) days after the Effective Date, Purchaser shall, at its expense, obtain a current Survey of the Property certified to Seller, Purchaser, the Title Company and the lender certifying that the plot drawing and survey upon which it is based were made in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys", jointly established and adopted by ALTA and NSPS in 2005 (the "Survey").

5. **Inspection Period.** Except as provided in paragraph two (2) of this Agreement, Purchaser shall have from the Effective Date up to and including May 31, 2007 (hereinafter referred to as the "Inspection Period") to satisfy itself with respect to bond financing, title and survey matters as provided in Section 4 of this Agreement, to satisfy the Conditions Precedent as set forth in Section 6 below and to otherwise inspect, review and approve the purchase of the Property as provided by this Agreement.

If Purchaser fails to notify Seller on or before the last day of the Inspection Period that it is electing to terminate the Agreement, then the Parties shall proceed to close the transaction within sixty (60) days after the end of the Inspection Period and all Conditions Precedent shall be deemed waived. If this Agreement is terminated by Purchaser for any of the reasons permitted in this Agreement, then all rights and obligations of the Parties under this Agreement shall terminate and the Lease shall continue in force and effect the same as if this Agreement was never entered into by the Parties.

6. Conditions Precedent to Performance of Agreement by Purchaser. Purchaser shall be obligated to complete this transaction only upon satisfaction of each of the following conditions precedent (hereinafter referred to as the "Conditions Precedent") or the waiver thereof by Purchaser on or before the last day of the Inspection Period.

- a. Seller is able to convey marketable and insurable title to the Property as required by Section 3, free and clear of any encumbrances, mortgages, liens, easements, judgments, leases, licenses, agreements, restrictions or other matters except for Permitted Exceptions.
- b. The representations and warranties made by Seller in this Agreement are true on and as of the Closing with the same effect as though such representations and warranties had been made on and as of the Closing.
- c. That the survey demonstrates that the Property is one contiguous parcel, with no intervening ownerships, and with no gaps or gores or impediments to the Purchaser's intended use of the Property.

7. Representations and Warranties.

A. Seller's Warranties. The Seller expressly warrants and represents the following, which representations and warranties, except for the representations and warranties provided in subparagraphs a, d and e which shall survive the Closing without limitation, shall survive the Closing for a period of six (6) months and on which representations and warranties the Purchaser relies in entering into this transaction:

- a. The Seller is the sole and unconditional owner of, has good and marketable title to the Property (subject to Permitted Exceptions), and has good and lawful right to enter into this Agreement to sell the Property to Purchaser hereunder. This Agreement is enforceable in accordance with its terms and the execution of this Agreement and the consummation of the transactions contemplated herein constitute the binding obligation of Seller. At the Closing, the Property will be conveyed to Purchaser unencumbered and free and clear of all liens, easements (other than Permitted Exceptions). The person signing this Agreement represents and warrants that he or she has the authority to execute the Agreement on behalf of Seller.
- b. There are no condemnation or eminent domain proceedings either pending or, Seller's knowledge, threatened against the whole or any part of the Property.

- c. Seller has no knowledge that any toxic or hazardous substances, including, without limitation, asbestos, and the group of organic compounds known as polychlorinated biphenyls, have been generated, treated, stored or disposed of, or otherwise deposited in or located on the Property.
- d. That neither the execution nor the delivery of this Agreement by the Seller nor the performance of any of its obligations hereunder will result in a breach, or violation of any term or provision of, or constitute a default under, any agreement or instrument to which the Seller is a party, or violate any state or Federal governmental law, statute, ordinance or regulation. To Seller's Knowledge, Seller is not in default of any agreement which in any way arises from and relates to the Property.
- e. That the Seller has a complete and unrestricted power to sell, transfer and deliver to the Purchaser the Property under the terms of this Agreement.
- f. There is no litigation or proceeding pending, or to the Seller's knowledge threatened, against or involving the Seller, which could have an adverse impact on Purchaser or the interests Purchaser will acquire under this Agreement.
- g. Seller has not been served with any notice of intention to claim a mechanic's lien on the Property Seller has not received any notices from any governmental agency for building, zoning, health, fire code or ordinance violations or been requested or ordered to make any improvements, repairs, alterations or changes in the Property and which have not been made.
- h. To Seller's knowledge, no present encroachments, easements, restrictions, overlaps, boundary line disputes, rights of way, ways of necessity, adverse possessors, rights or claims of parties in possession, claims of parties to possession or similar interferences with the clear and free use of the Property, other than those found with public record and Title Commitment, exist, except for Permitted Exceptions. In addition, Seller has no knowledge of any encroachments of buildings, structures or improvements located on the Property onto adjoining property.
- i. To Seller's knowledge, there are no pending tax/assessments appeals or related proceedings regarding the Property.
- j. Other than the Lease, which shall terminate upon payment of the Purchase Price, there are no other leases, purchase agreements,

licenses or other rights of occupancy outstanding with respect to the Property.

- k. To Seller's knowledge, there are no bankruptcy proceedings involving the Property nor any judgment that is or may become a lien on the Property.

B. Purchaser's Warranties. Except as otherwise provided in this Agreement, Purchaser hereby represents and warrants to Seller as follows:

- a. It is, and at the Closing will be, a non-profit corporation duly organized and validly existing under and by virtue of the Laws of the State of Michigan;
- b. The execution of this Agreement and the performance of the obligations of Purchaser under this Agreement will not violate any contract, or result in a breach or default thereof, nor violate any ordinance, judicial or administrative order or judgment applicable to Purchaser. This Agreement is enforceable in accordance with its terms and the execution of this Agreement and the consummation of the transactions contemplated herein constitute the binding obligation of Purchaser. The person signing this Agreement represents and warrants that he or she has the authority to execute the Agreement on behalf of Purchaser.
- c. There is no litigation or proceeding pending, or to the Purchaser's knowledge threatened, against or involving the Purchaser, which could have an adverse impact on Seller or Seller's interests under this Agreement.
- d. In entering into this Agreement, Purchaser has not relied upon any verbal or written representations made by Seller or any representative of Seller regarding the Property or any aspect of this transaction, which are not expressly set forth in this Agreement.
- e. Purchaser has taken all required corporate action in order to perform its obligations under this Agreement.

The word "knowledge", as used in this Agreement, means actual cognitive knowledge of Steven Wirt, the manager of the Seller, and Robert Wright, the President of the Board of Directors of Purchaser, as the case may be, without implying any constructive knowledge or duty to investigate.

8. Survey; Appraisal and Environmental Information. Within ten (10) days after the Effective Date, the Seller will deliver to Purchaser copies of any surveys, appraisals, and environmental information of the Property in the Seller's possession. The

Purchaser may, at Purchaser's sole expense, obtain any additional survey and/or appraisal of the Property prior to the Closing.

9. Taxes; Assessments; Expenses and Closing Costs. Real estate taxes, utilities and other charges related to the Property are the responsibility of the Purchaser under the Lease and will not be prorated at the Closing. The Parties acknowledge that the sale of the Property to the Purchaser pursuant to this Agreement is exempt from State and County transfer tax pursuant to MCLA 380.503(8).

10. Purchaser's Inspection Rights. Seller grants to Purchaser and persons designated by Purchaser the right and permission at any time during the term of this Agreement to enter upon the Property during normal business hours to inspect, appraise and survey the Property and to make and carry away the samples of borings, soil bearing tests and other tests such as for hazardous conditions to determine the suitability of the Property for Purchaser's purposes, provided, however, that tests and other entries upon the Property shall be so conducted as not to damage the Property and shall be at Purchaser's sole expense and copies of said testing shall be provided to the Seller. Any and all damage, of whatever kind or nature, resulting or arising from the testing or inspections performed under this provision, shall be immediately repaired by Purchaser at its sole expense. Such repairs shall be made to Seller's satisfaction and Seller shall be the sole judge of the acceptability of the repairs. Purchaser shall indemnify, defend and hold harmless the Seller against loss, cost, liability or expenses (including attorneys fees) arising from injuries to persons or damage to the Property caused by Purchaser, its agents, employees, consultants and contractors during the course of Purchaser's activities on the Property. If Purchaser, in its sole discretion, is dissatisfied with the results of any inspection of the Property, it may as its sole and exclusive remedy terminate this Agreement by notifying Seller on or before the last day of the Inspection Period of its intent to terminate hereunder.

11. Covenants of Seller. Seller hereby covenants with Purchaser, as follows:

From and after the Effective Date and through and including the Closing, Seller agrees:

- a. not to transfer any portion of the Property or create on the Property any new easements, liens, mortgages, encumbrances or other interests;
- b. not to enter into any contracts or other commitments regarding the Property which will continue after the Closing without the prior written consent of Purchaser;
- c. not to enter into any leases, nor create, grant or accept any option to purchase, right of first refusal, installment sale agreement or other agreement for the sale of all or any portion of the Property without Purchaser's prior written consent;
- d. not to seek any alteration, modification, amendment, termination and/or lapse of any zoning classification, permit or other instrument or document

respecting all or any portion of the Property without Purchaser's prior written consent;

- e. to deliver to Purchaser, promptly after receipt thereof, copies of all notices of violations of laws, ordinances, regulations, orders, codes or requirements of any governmental authority with jurisdiction over the Property or the use or operation thereof; copies of any tax bill, notice of assessment or notice of change in a tax rate or assessment affecting the Property; copies of any written notice of a taking or condemnation affecting or relating to the Property, and copies of any notice instituting or asserting any claim, lien, action, investigation or proceeding affecting the Property;
- f. to notify Purchaser if Seller receives notice of any special assessments levied or to be levied against either the Property and to provide Purchaser with a copy thereof; and
- g. to cooperate with and provide any necessary approvals for Purchaser's application for a special use and/or any other necessary approvals for use of the Property as a Michigan public school academy, all at Purchaser's expense.

12. **Closing.** The closing shall be held through a standard deed and money escrow with the Title Company on such date as the Parties agree, but in any event not later than sixty (60) days after the end of the Inspection Period, as provided for in paragraphs two (2) and five (5) of this Agreement, (hereinafter referred to as the "Closing"). In the absence of agreement regarding a closing date, the closing shall occur on the last business day prior to expiration of the sixtieth (60th) day after the Inspection Period.

13. **Closing Documents.** At the Closing each Party shall execute and deliver all customary affidavits, resolutions authorizing the Closing and sale of the Property, and the Parties shall have prepared the following additional documents (hereinafter collectively referred to as the "Closing Documents"), which Closing Documents shall, regardless of the Party undertaking the representation, be in a form which is reasonably acceptable to both Purchaser and Seller and shall be delivered to the Purchaser and Seller for review at least five (5) business days before the Closing:

- a. (i) the Warranty Deed and (ii) a real estate transfer tax valuation affidavit executed by Seller in form prescribed by the Genesee County Register of Deeds for determining the amount of transfer tax payable with respect to the conveyance of the Property to Purchaser hereunder. The transfer of the Property to the Purchaser, a Michigan public school academy, at the Closing is exempt from State and County transfer tax pursuant to MCLA 380.503(8).
- b. An affidavit executed by Seller in a customary form required by the Title Company to remove standard exceptions from the Title Policy.

- c. A certificate of Seller pursuant to which Seller acknowledges that all of Seller's representations, warranties and documents provided to Purchaser are true and correct as of the Effective Date and as of the Closing, or if changes have occurred since the Effective Date, then a description of the modified representations, warranties and documents.
- d. An assignment to Purchaser of (i) all of the right, title and interest of Seller in, to and under each service, utility and similar contract or commitment (if assignable) affecting all or any portion of the Property, which Purchaser determines to retain, and (ii) all governmental licenses, permits and approvals (if assignable) affecting all or any portion of the Property, including permits authorizing occupancy of the Property, which Purchaser determines to retain, together with originals of all items assigned.
- e. An assignment to Purchaser of all of Seller's right, title and interest to, in and under all site plans, including without limitation the plans, permits, licenses, zoning changes, approvals, and all third party consultant tests, boring results, surveys, soil studies, site plans, engineering studies and all related documents that Seller has obtained with respect to the Property.
- f. Originals or copies of any bills or invoices then in Seller's possession in respect of which an adjustment is made between Purchaser and Seller at the Closing.
- g. A closing statement of Purchaser and Seller reflecting payment of the Purchase Price and the applicable prorations, in form reasonably satisfactory to both Purchaser and Seller and their respective counsel.
- h. Any other customary and necessary documents reasonably requested by Purchaser or Seller, the Title Company or Purchaser's lender, or documents that need to be updated, such as bills or invoices for adjustments obtained prior to the Closing.
- i. A copy of all existing as-built building plans and specifications, architectural and engineering drawings (and of all documents and other materials related thereto), utility layout plans, topographical maps and plans, environmental reports, soils reports, hydrology reports and traffic studies maintained by or on behalf of Seller.

14. **Condemnation.** If, prior to the Closing, any authority having the right of eminent domain shall commence negotiations with Seller or shall commence legal action against Seller for the damaging, taking or acquiring of all or any part of the Property, either temporarily or permanently, by condemnation or by exercise of the right of eminent domain, Seller shall immediately give notice to Purchaser and Purchaser shall have the right to (i) terminate this, (ii) proceed to close and permit Seller to negotiate with the condemning authority and receive the condemnation award, with an assignment by Seller to Purchaser of condemnation or settlement proceeds and a reduction of the

Purchase Price equal to any proceeds received by Seller prior to the Closing or (iii) take title in accordance with the terms of this Agreement and negotiate with the condemning authority for the condemnation award and receive the benefit thereof.

15. **Condition of the Property.** Except for the customary warranties of marketable title (subject to Permitted Exceptions) and except as provided in Section 7A, Seller makes no representations or warranties about the Property or its condition. Seller disclaims all other warranties, either express or implied, in any way relating to the Property or its condition, and the Property will be sold to the Purchaser in its "as is" condition and "with all faults". Purchaser may conduct an inspection of the Property, but if this transaction is Closed, the Seller shall have no further responsibility or liability for the condition of the Property, and Purchaser shall assume all responsibility for the condition of the Property as of the date of Closing.

16. **Possession.** The Parties acknowledge that the Purchaser is currently in possession of the Property and is entitled to retain possession thereof only so long as there is no default on Purchaser's part in carrying out the terms and conditions hereof or the terms and conditions of the Lease.

17. **Brokerage.** Each Party represents and warrants to the other that it has not dealt with any broker or finder in connection with the sale of the Property to Purchaser pursuant to this Agreement. Each Party hereby agrees to pay any and all brokerage commissions or finder's fees arising out of or in any manner connected with the sale of the Property to Purchaser, arising out of or caused by the actions or representations of such Party, and each Party hereby agrees to indemnify, defend, and hold the other Party harmless from any and all claim or claims, or liability for such brokerage commission or finder's fee.

18. **Future Land Divisions/Lot Splits.** The Seller grants to the Purchaser the right to make 100 % of all available division(s) under section 108 of the land division act, Act No. 288 of the Public Acts of 1967.

19. **Notices.** All notices required by this Agreement shall be sent to the other party in writing at the address or facsimile number provided below. The notices shall be delivered either personally, by nationally recognized overnight delivery service or by facsimile. If by overnight delivery, the notices will be deemed received one business day after deposit with such nationally recognized overnight delivery service. If by facsimile, the notices will be deemed received on the date sent with confirmation of receipt.

If to Seller: Flint/Jackson Academy Leasing, LLC
Attention: Steven M. Wirt, Manager
909 Washington Avenue
Bay City, MI 48708
Fax #: (989) 892-8151

With copy to: Thomas R. Luplow
Braun Kendrick Finkbeiner P.L.C.
4301 Fashion Square Blvd.
Saginaw, MI 48603
Fax #: (989) 799-4666

If to Purchaser: Richfield Public School Academy
Attention: Chief Administrative Officer
3807 North Center Road
Flint, MI 48506
Fax #: (810) 736-2326

With copy to: Christopher J. Preston
Collins & Blaha, P.C.
31700 Middlebelt Road, Suite 125
Farmington Hills, MI 48334
Fax #: (248) 406-1154

20. **Successors and Assigns.** This Agreement may not be assigned by Purchaser. Seller may assign its rights and obligations under this Agreement. This Agreement shall bind and benefit the Parties and their successors, heirs, assigns, executors, administrators, and personal representatives.

21. **Amendment.** This Agreement may not be amended except in writing executed by the Parties.

22. **Entire Agreement.** Except for Lease, this Agreement contains the entire agreement and understanding between the Parties. Other representations, promises, agreements or understandings, written or oral, not herein contained or in the Lease are without any force or effect. Except for the Lease, all prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are merged into the Agreement.

23. **Severability.** Wherever possible, each provision of this Agreement shall be interpreted in a manner which makes the provision effective and valid under applicable law. If applicable law prohibits or invalidates any provision of this Agreement, the provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, unless the removal or alteration of that provision substantially defeats the basic intent of this Agreement.

24. **Destruction or Damage.** Prior to the Closing, all risks relating to the Property shall be governed by the terms of the Lease.

25. **Waivers.** Unless otherwise provided in this Agreement, no part of this Agreement, or any provision, is waived unless the waiver is written and signed by the

Party making the waiver. No valid waiver of any provision of this Agreement waives any other provision of this Agreement or waives such provision at any other time.

26. **Choice of Law.** The interpretation, enforcement and performance of this Agreement shall be governed by the laws of the State of Michigan applicable to agreements made and to be performed wholly within such State.

27. **Headings.** The headings for the various articles of this Agreement are used only as a matter of convenience for reference and are not to be considered a part of this Agreement or to be used in determining the intent of the Parties to this Agreement.

28. **Joint Drafting.** The Parties acknowledge that they have jointly participated in the drafting of the Agreement, that no one party can rightly be called the "Drafter" of same, and that this Agreement should not be construed against any particular party as the "Drafter" of same.

29. **Counterparts; Facsimile Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement but the failure to deliver a manually executed counterpart (in addition to a counterpart delivered by telefacsimile) shall not affect the validity, enforceability or binding effect of this Agreement. Whenever in this Agreement it is provided that notice must be given or an act performed or payment made on a certain date, if such date falls on a Saturday, Sunday or holiday the date for the notice or performance or payment shall be the next following business day.

[the balance of this page is intentionally left blank.]

IN WITNESS WHEREOF, this Agreement is executed by the Parties as their respective free, voluntary and duly authorized acts for the purposes set forth herein effective as of the day and year first above written.

ATTESTED TO BY:

By: [Signature]
Witness: YARETH R. VOLZ
Its: CAO

PURCHASER:

Richfield Public School Academy, a
Michigan public school academy

By: [Signature]
Name: ROBERT C. WRIGHT
Its: PRESIDENT

ACCEPTANCE OF OFFER:

Seller hereby accepts the foregoing offer and agrees to sell the Property for the Purchase Price and under the terms and conditions specified in this Agreement.

ATTESTED TO BY:

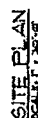
By: [Signature]
Witness: KELLIE J SNYDER
Its: _____

SELLER:

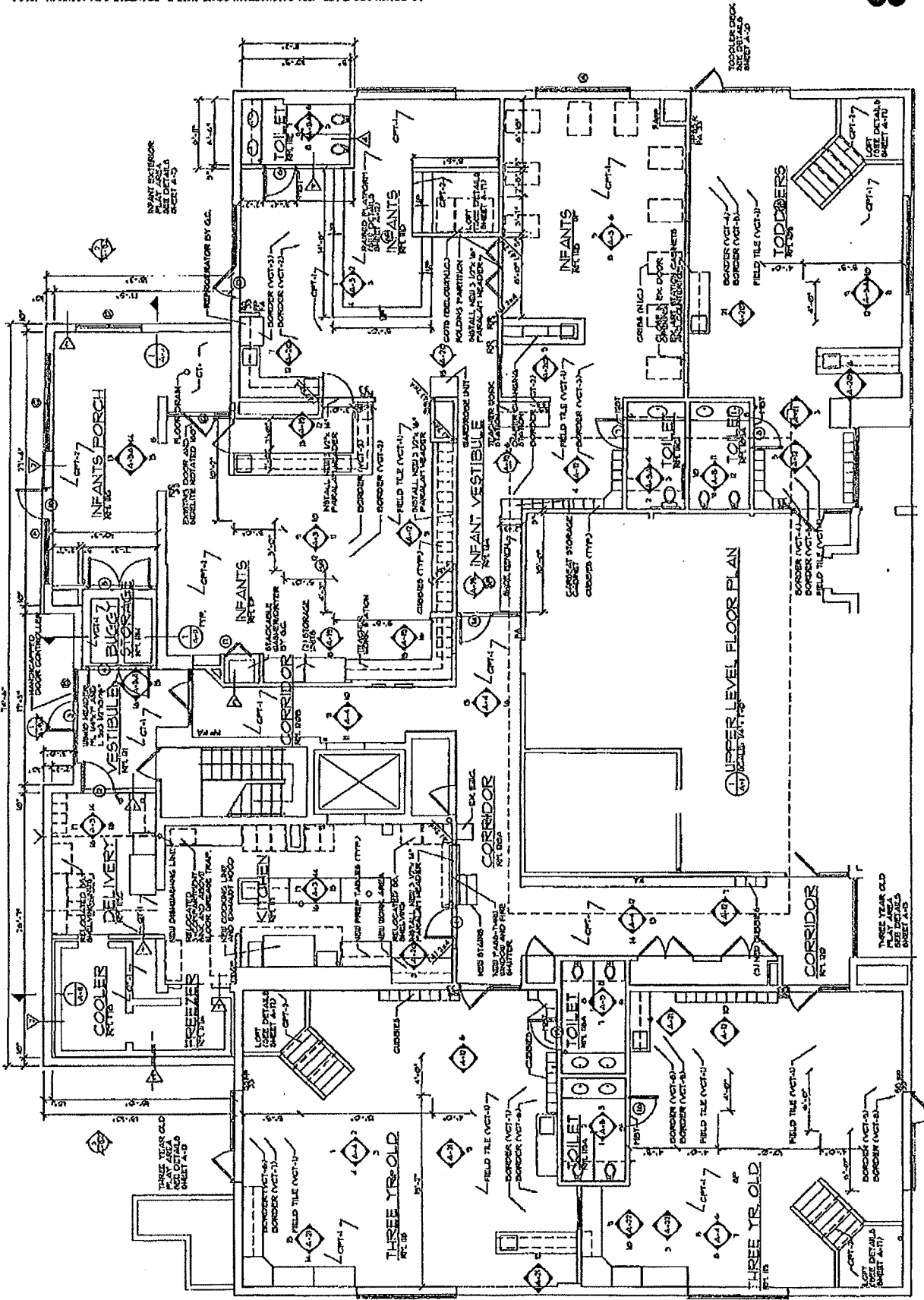
Flint/Jackson Academy Leasing, LLC, a
Michigan limited liability company

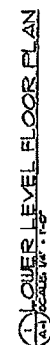
By: [Signature]
Name: STEPHEN M. WIRT
Its: Managing Member

Subscribed and sworn before me this 13 day of
March 2007 Heidi Elizabeth Dembrey
In and for Genesee County
My commission expires 1-17-13

[illegible]

JAWGHT GROUP, LTD., 311 CASSADUN COURT, SUITE B, TRAVERSE CITY, MICHIGAN 49664
 JAWGHT HUMAN RESOURCE, 1220 941-9019
 JAWGHT HUMAN RESOURCE, 1220 941-9019
 JAWGHT HUMAN RESOURCE, 1220 941-9019





Occupancy Approval

4358 Richfield Road, Flint, MI 48506

PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT is made and entered into this 27th day of October, 2011 (hereinafter referred to as the "Agreement"), by and between the **UAW-GM Center for Human Resources**, a Michigan non-profit corporation (hereinafter referred to as the "Seller") and **Richfield Public School Academy**, a Michigan public school academy (hereinafter referred to as the "Purchaser") for the purchase of certain real property. The Seller and the Purchaser are hereinafter collectively referred to as the "Parties" and are hereinafter individually referred to as a "Party."

WHEREAS, Seller owns certain real property located in the County of Genesee, State of Michigan, which real estate is located at 4358 Richfield Road, Flint, Michigan, 48506; and

WHEREAS, Purchaser wishes to purchase Seller's real property, designated below as Parcel 1, Parcel 2 and Parcel 3, for its use as a facility for public school academy purposes; and

WHEREAS, Seller's real property is more fully described as follows (legal description to be verified by Title Commitment (as defined below) and ALTA survey):

Parcel 1: The North 280 feet of Lot 32, CASHIN ACRES, according to the plat thereof recorded in Liber 18, Page 57 of Plats, Genesee County Records.

Parcel 2: The North 280 feet of Lot 31, CASHIN ACRES, according to the plat thereof recorded in Liber 18, Page 57 of Plats, Genesee County Records.

Parcel 3: Beginning at a point on the North line of the South ½ of the Southeast ¼ of Section 34, Town 8 North, Range 7 East of Michigan Meridian, 1301.25 feet (also recorded as 1298.40 feet) East of the Northwest corner of said South ½ of Southeast ¼; thence South 660 feet; thence East 194 feet; thence North 660 feet; thence West 194 feet to the point of beginning.

more commonly known as: 4358 Richfield Road, Flint, Michigan, 48506, together with all structures, additions, improvements, singular easements, covenants, agreements, rights, privileges, tenements, hereditaments, appurtenances, air, oil and gas, mineral and riparian rights and land division rights there unto now or hereinafter belonging or pertaining thereto, now on the premises, together with any land lying in the bed of any street, road or avenue, upon or about the Property (hereinafter referred to as the "Property").

Title to the Property shall be sold and conveyed to Purchaser subject to the following exceptions (collectively, the "Permitted Exceptions"):

(a) All liens, encumbrances, easements, permits, zoning ordinances, building and use restrictions, rights of way and all other matters affecting title to the Property as set forth on the Title Commitment, the Updated Title Commitment, the Existing Survey and/or the Updated Survey (as such terms are defined below) which Purchaser does not designate as Title Defects pursuant to Section 4 below; and

(b) Real property taxes and special assessments that are not yet due and payable.

NOW, THEREFORE, Seller desires to sell and Purchaser desires to purchase all of the Seller's right, title and interest in the Property for the Purchase Price, it being the intent of the Parties that this transaction shall vest complete ownership interest and title in and of the Property in Purchaser, subject only to the terms and conditions as hereinafter set forth; and in consideration of the mutual promises

expressed herein, each bargained for and given in exchange for the other, and for other good and valuable consideration, the receipt and sufficiency of which are herewith acknowledged, **IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:**

1. **Purchase Price.** The total purchase price for the Property herein conveyed shall be Four Hundred Thousand and 00/100 (\$400,000.00) Dollars (hereinafter referred to as the "Purchase Price"), to be paid in available funds at Closing.

2. **Inspection Period.** Purchaser shall have 75 calendar days from the date the Purchaser acknowledges receipt of the Seller's acceptance of this Agreement set forth on the signature page attached to this Agreement (hereinafter referred to as the "Effective Date") to satisfy itself with respect to title and survey matters as provided in Section 4 of this Agreement, to satisfy the Conditions Precedent as set forth in Section 5 of this Agreement, to inspect, review and gain the approval of its authorizing body, Bay Mills Community College Board of Regents (the "Authorizing Body"), to purchase the Property, and to otherwise inspect and investigate all aspects of the Property and to determine whether the Property is in all respects suitable for Purchaser's intended use of the Property (hereinafter referred to as the "Inspection Period"). On or prior to the expiration of the Inspection Period, Purchaser, in its sole discretion, may: (a) give Seller written notice of its intent to proceed to Closing, or (b) terminate the Purchase Agreement upon written notice to Seller (the "Termination Notice") for any reason, without cause, and receive a refund of its Deposit, as described in Section 3 of this Agreement. If Purchaser does not deliver the Termination Notice to Seller prior to the expiration of the Inspection Period, (i) Purchaser shall be deemed to have waived its right to terminate this Agreement pursuant to this Section, (ii) the Deposit shall be non-refundable to Purchaser except as otherwise provided in this Agreement, and (iii) the Closing shall occur within 15 business days of the expiration of the Inspection Period, or as mutually agreed upon between the parties.

3. **Earnest Money Deposit.** Purchaser agrees to deposit Twenty-Five Thousand and 00/100 (\$25,000.00) Dollars (hereinafter referred to as the "Deposit") upon execution of a Purchase Agreement, which shall be held in escrow with the applicable title company and paid to Seller, applied to the Purchase Price, or refunded to Purchaser as provided in this Agreement.

4. **Evidence of Title.** As evidence of title, the Seller shall furnish, at Seller's expense, the Purchaser with (a) a title insurance commitment issued by a reputable title insurance company (hereinafter referred to as the "Title Company") satisfactory to Purchaser in form, in the amount of the Purchase Price, and evidencing that state of title to the Property (hereinafter referred to as the "Title Commitment") within ten (10) calendar days of the Effective Date and (b) a policy of title insurance without standard exceptions (provided, however, Purchaser shall be responsible for obtaining the survey in order to remove the survey exception) insuring the Purchaser for the total amount of the Purchase Price as required by the Agreement at the Closing (hereinafter referred to as the "Title Policy"). Seller shall also execute any necessary affidavits or other documentation as may be required by the Title Company in order to remove the standard exceptions from the final Title Policy. Seller shall have the Title Commitment updated at least ten (10) calendar days prior to the Closing (hereinafter referred to as the "Updated Title Commitment"). Seller shall provide the Updated Title Commitment to Purchaser as soon as it is available, but in no event later than five (5) calendar days prior to the Closing. Any title endorsements to the Title Policy requested by Purchaser shall be paid for by Purchaser. Seller shall provide Purchaser with a copy of the most recent survey in Seller's possession (the "Existing Survey") within five (5) days of the Effective Date. Purchaser shall have the right, at its sole cost and expense, to obtain an update of the Existing Survey (the "Updated Survey"). If Purchaser obtains an Updated Survey, Purchaser shall promptly deliver a copy of the Updated Survey to Seller.

- a. **Title Defects.** If the Title Commitment or the Existing Survey discloses any exceptions or title matters which are not acceptable to Purchaser, Purchaser shall notify Seller, in writing, of same (the "Title Defects") within thirty (30) days of the Effective Date (the "Title Objection Period"). Seller shall have fifteen (15) days from its receipt of any written objections (the "Cure Period") to (i) elect to cure the Title Defect(s) and provide evidence satisfactory to Purchaser, in its sole discretion, that the Title Defect(s) have or will be cured on or before the Closing, Date or (ii) provide Purchaser with an updated Title Commitment which evidences that Purchaser's objection has been cured, or (iii) elect not to cure such Title Defect(s). If Seller fails to remedy the Title Defect(s) within the Cure Period, then Purchaser, at its option, and as its sole remedy, may: (a) waive the Title Defect(s) and the parties shall continue to perform their obligations in accordance with and subject to the terms and conditions of this Agreement; or (b) terminate this Agreement by delivery of written notice to Seller, in which event Purchaser shall receive a prompt refund of the Deposit and the parties shall have no further rights or obligations under this Agreement. Notwithstanding the foregoing, Seller shall, on or prior to Closing, discharge or satisfy any monetary lien against the Property of a definite or ascertainable amount caused or created by Seller (a "Removable Lien"). If, at Closing, there exists a Removable Lien that has not been discharged or satisfied by Seller as required above, Purchaser may elect to satisfy and discharge or assume the payment of such Removable Lien, in which event Purchaser shall receive a credit to the Purchase Price at closing equal to the amount of such Removable Lien, which credit shall be applied to the Purchase Price. If Purchaser (i) does not object to the condition of title within the Title Objection Period, (ii) Seller cures the Title Defect(s), or (iii) Purchaser is deemed to have elected to take title to the Property subject to such uncured Title Defect(s) by failing to notify Seller of its election to terminate pursuant to option (b) above within five (5) days after Purchaser's receipt of Seller's notice, Purchaser shall be deemed to have elected option (a) above and such Title Defects shall be considered "Permitted Exceptions." If the Updated Title Commitment or the Updated Survey, if obtained by Purchaser, shows any matter which did not appear on the Title Commitment or the Existing Survey and materially and adversely affects the marketability of title, Purchaser shall notify Seller in writing of same (the "New Defect") within five (5) days of Purchaser's receipt of the Updated Survey or the Updated Title Commitment, as applicable, and such New Defect will be subject to the objection process set forth above in this Section 4(a).
- b. **Transfer of title.** At the Closing, Seller shall execute and deliver to the Title Company an appropriate Warranty Deed conveying fee simple marketable title to the Property to Purchaser, subject to the Permitted Exceptions (hereinafter referred to as the "Deed").

5. **Conditions Precedent to Performance of Agreement by Purchaser.** Purchaser shall be obligated to complete this transaction only upon satisfaction of each of the following conditions precedent (hereinafter referred to as the "Conditions Precedent") or the waiver thereof by Purchaser.

- a. Seller is able to convey marketable and insurable title to the Property in the condition required hereunder.

- b. The representations and warranties made by Seller in this Agreement are true in all material respects on and as of the Closing with the same effect as though such representations and warranties had been made on and as of the Closing.

In the event that any contingency of this Agreement is not satisfied and/or waived by Purchaser as of the Closing Date, Purchaser reserves the right to terminate the Purchase Agreement and receive a refund of its Deposit and the parties shall have no further rights or obligations under this Agreement.

6. **Seller's Warranties/AS-IS.** Seller expressly warrants and represents the following, which representations and warranties shall survive the Closing and on which representations and warranties the Purchaser relies in entering into this transaction:

- a. The Seller is the sole owner of, has good and marketable title to the Property, has a good and lawful right to sell, and has good and lawful right to enter into this Agreement to sell the Property to Purchaser hereunder. This Agreement is enforceable in accordance with its terms against Seller and the execution of this Agreement and the consummation of the transactions contemplated herein constitute the binding obligation of Seller. The person signing this Agreement represents and warrants that he or she has the authority to execute the Agreement on behalf of Seller.
- b. To the best of Seller's knowledge without inquiry, there are no condemnation or eminent domain proceedings either pending or threatened against the whole or any part of the Property.
- c. To the best of Seller's knowledge without inquiry, there is no litigation or other legal action of any kind either pending or threatened against the Property or its zoning classification which are now in existence, or, to the best of Seller's knowledge without inquiry, which may arise from the date hereof through the date of the Closing arising out of or in connection with Seller's operation and/or ownership of the Property.
- d. That neither the execution nor the delivery of this Agreement by the Seller nor the performance of any of its obligations hereunder will result in a breach, or violation of any term or provision of, or constitute a default under, any agreement or instrument to which the Seller is a party, or violate any state or Federal governmental law, statute, ordinance or regulation. To the best of Seller's knowledge without inquiry, Seller is not in default of any agreement which in any way arises from and relates to the Property.
- e. That the Seller has a complete and unrestricted power to sell, transfer and deliver to the Purchaser the assets and Property provided for under the terms of this Agreement.
- f. Seller represents and warrants that it has not received any written notice from any governmental agency for building, zoning, health, fire code or ordinance violations or been requested or ordered to make any improvements, repairs, alterations or changes in the Property which remains uncured.

- g. There are no pending tax/assessments appeals or related proceedings regarding the Property on behalf of Seller.
- h. There are no other leases, purchase agreements, licenses or other rights of occupancy currently in effect with respect to the Property.
- i. There are no pending or threatened bankruptcy proceedings involving the Property and to the best of Seller's knowledge without inquiry there is no judgment that is or may become a lien on the Property.

By the execution hereof, Purchaser acknowledges that it is acquiring the Property in its "AS-IS," "WHERE IS," and "WITH ALL FAULTS" condition. Except as provided in this Section 6, Purchaser acknowledges and agrees that neither Seller nor its agents, attorneys, brokers, contractors or representatives have made any representations, warranties, promises, covenants, agreements or guarantees of any kind or character whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to (a) the nature, quality or condition of the Property, including, without limitation the water, soil and geology, (b) the compliance of or by the Property of its operation with any laws, rules, ordinances or regulations of any applicable governmental authority or body, (c) the habitability, merchantability or fitness for a particular purpose of the Property, or (d) any other matter with respect to the Property.

Purchaser's Warranties. Purchaser expressly warrants and represents the following, which representations and warranties shall survive the Closing and on which representations and warranties the Seller relies in entering into this transaction:

- a. The Purchaser has, or will prior to Closing, good and lawful right to enter into this Agreement to acquire the Property from Seller hereunder. This Agreement is enforceable in accordance with its terms against Purchaser and the execution of this Agreement and the consummation of the transactions contemplated herein constitute the binding obligation of Purchaser. The person signing this Agreement represents and warrants that he or she has the authority to execute the Agreement on behalf of Purchaser.
- b. That neither the execution nor the delivery of this Agreement by the Purchaser nor the performance of any of its obligations hereunder will result in a breach, or violation of any term or provision of, or constitute a default under, any agreement or instrument to which the Purchaser is a party, or violate any state or Federal governmental law, statute, ordinance or regulation.

7. **Survey; Appraisal and Environmental Information.** Within ten (10) days of the Effective Date, the Seller shall provide the Purchaser with copies of any surveys, appraisals, and environmental information of the Property in the Seller's possession. The Purchaser may, at Purchaser's sole expense, obtain any additional survey and/or appraisal of the Property prior to the Closing.

8. **Taxes; Assessments; Expenses and Closing Costs.** Seller shall pay all real property taxes and installments of special assessments (except current real property taxes and installments of special assessments which are not yet due and payable) that are assessed on the Property and which are due and payable on or before the date of the Closing. Purchaser shall reimburse Seller for the unused portion of the current real property taxes and installments of special assessments covering the one-year period from the date of billing forward (e.g., December 1 to November 30; July 1 to June 30). Said taxes will be prorated according to the due date/paid in advance method. All real property taxes and special

assessment levied on the Property after the Closing Date and all installments of existing special assessments due after the Closing Date shall be the obligation of Purchaser. Real property taxes on the Property shall be prorated as of the date of Closing based upon the latest available tax bill. On or before the Closing, Seller shall pay all water and utility charges due with respect to the Property and relating to the period prior to the Closing. The amount of any water and other utility charges, and all other expenses incurred with respect to the Property, and relating to the period from and after the Closing, shall be paid by Purchaser. The Purchaser shall pay all title insurance and closing fees.

9. **Purchaser's Inspection Rights.** Seller grants to Purchaser and persons designated by Purchaser the right and permission at any time during the term of this Agreement to enter upon the Property during normal business hours to inspect, appraise and survey the Property and to determine the suitability of the Property for Purchaser's purposes, provided, however, (i) that tests and other entries upon the Property shall be so conducted as not to damage the Property unduly and shall be at Purchaser's sole expense and copies of said testing shall be provided to the Seller, (ii) Purchaser shall give notice to Seller at least twenty-four (24) hours prior to entry onto the Property and shall permit Seller to have a representative present during all inspections conducted at the Property, and (iii) Purchaser shall not conduct any invasive testing or borings for environmental purposes without Seller's prior approval, which approval may not be unreasonably withheld by Seller. Any and all damage or alteration, of whatever kind or nature, resulting or arising from the testing or inspections performed under this provision by or on behalf of Purchaser, shall be immediately repaired or restored by Purchaser at its sole expense in order to put the Property back into the same condition as existed prior to any such inspection or testing. Such repairs or restoration shall be made to Seller's satisfaction and Seller shall be the sole judge of the acceptability of the repairs. Within ten (10) days of the Effective Date, Seller will provide Purchaser with copies of all test borings which it has in its possession, if any. Purchaser shall indemnify, defend and hold harmless the Seller and its respective agents, officers, members, managers and employees against all damage, loss, cost, liability or expenses (including attorneys fees) arising from injuries to persons or damage to the Property caused by Purchaser, its agents, employees, consultants and contractors during the course of Purchaser's activities on the Property. The foregoing indemnification obligation shall survive any termination of this Agreement. If Purchaser, in its sole discretion, is dissatisfied with the results of any inspection of the Property, it may terminate this Agreement by delivering the Termination Notice to Seller prior to the expiration of the Inspection Period.

10. **Covenants of Seller.** Seller hereby covenants with Purchaser, as follows, which shall survive the Closing:

From and after the Effective Date and through and including the Closing, Seller agrees to operate and maintain the Property consistent with Seller's prior operation and maintenance of the Property and during such period Seller agrees:

- a. Not to transfer any portion of the Property or create on the Property any easements, liens, mortgages, encumbrances or other interests which shall survive the Closing;
- b. Not to enter into any contracts or other commitments regarding the Property which shall survive the closing without the prior written consent of Purchaser;
- c. Not to enter into any leases, nor create, grant or accept any option to purchase, right of first refusal, installment sale agreement or other agreement for the sale of all or any portion of the Property without Purchaser's prior written consent;

- d. Not to seek any alteration, modification, amendment, termination and/or lapse of any zoning classification, permit or other instrument or document respecting all or any portion of the Property without Purchaser's prior written consent;
- e. To keep in effect public liability and hazard and extended coverage insurance for the Property (to the extent of any insurable improvements thereon), which insurance may be in the form of a blanket policy or policies in the amount of at least the value of the Property.
- f. To deliver to Purchaser, promptly after receipt thereof, copies of all notices of violations of laws, ordinances, regulations, orders, codes or requirements of any governmental authority with jurisdiction over the Property or the use or operation thereof; copies of any tax bill, notice of assessment or notice of change in a tax rate or assessment affecting the Property; copies of any written notice of a taking or condemnation affecting or relating to the Property, and copies of any notice instituting or asserting any claim, lien, action, investigation or proceeding affecting the Property;
- g. To notify Purchaser if Seller receives notice of any special assessments levied or to be levied against either the Property and to provide Purchaser with a copy thereof;
- h. To pay when due all real estate and other taxes, utility bills, insurance premiums and other charges applicable to all or any portion of the Property before any penalty for nonpayment shall accrue; and
- i. To the extent commercially reasonable and so long as such is at no cost to Seller, to cooperate with and provide any necessary approvals for Purchaser's application for a special use and/or any other necessary approvals for use of the Property as a school.

11. **Closing.** The closing shall be held within 15 business days of the expiration of the Inspection Period or on such date as the Parties agree, at a time and place that the Parties agree on (hereinafter referred to as the "Closing").

12. **Closing Documents.** At the Closing, each party shall execute and deliver all customary affidavits, corporate resolutions authorizing the Closing and sale of the Property, and the parties shall have prepared the following additional documents (hereinafter collectively referred to as the "Closing Documents"), which Closing Documents shall, regardless of the party undertaking the representation, be in a form which is mutually acceptable to both Purchaser and Seller and shall be delivered to the Purchaser for review at least one (1) business day before the Closing:

- a. (i) the Warranty Deed conveying title to the Property in the condition required hereunder, subject to the Permitted Exceptions and (ii) a real estate transfer tax valuation affidavit executed by Seller in form prescribed by the Genesee County Register of Deeds for determining the amount of transfer tax payable with respect to the conveyance of the Property to Purchaser hereunder. The transfer of the Property to the Purchaser, a Michigan public school academy, at the Closing is exempt from State and County transfer tax pursuant to MCL 380.503(8).

- b. An affidavit executed by Seller in form required by the Title Company to remove standard exceptions from the Title Policy.
- c. A certificate of Seller pursuant to which Seller acknowledges that all of Seller's representations and warranties contained in Section 6 above are true and correct as of the Effective Date and as of the Closing. A certificate of Purchaser pursuant to which Purchaser acknowledges that all of Purchaser's representations and warranties contained in Section 6 above are true and correct as of the Effective Date and as of the Closing.
- d. A quit claim assignment to Purchaser of (i) all of the right, title and interest of Seller in, to and under each service, utility and similar contract or commitment (if assignable) affecting all or any portion of the Property, which Purchaser determines to retain, (ii) all governmental licenses, permits and approvals (if assignable) affecting all or any portion of the Property, including permits authorizing occupancy of the Property, which Purchaser determines to retain, together with originals of all items assigned to the extent in Seller's possession and (iii) all of the right, title and interest of Seller in, to and under each environmental report, including without limitation, the Environmental Reports.
- e. A quit claim assignment to Purchaser of all of Seller's right, title and interest to, in and under (if assignable) all site plans, including without limitation the Plans, permits, licenses, zoning changes, approvals, and all third party consultant tests, boring results, surveys, soil studies, Environmental Reports, site plans, engineering studies and all related documents that Seller has obtained with respect to the Property and to the extent in Seller's possession.
- f. Originals or copies of any bills or invoices then in Seller's possession in respect of which an adjustment is made between Purchaser and Seller at the Closing.
- g. A closing statement of Purchaser and Seller reflecting payment of the Purchase Price and the applicable prorations, in form reasonably satisfactory to both Purchaser and Seller and their respective counsel.
- h. Seller and Purchaser each shall deliver to the other such other documents or instruments as shall reasonably be required by such parties' counsel and/or the Title Company to consummate the transactions contemplated herein and/or to issue the policy of title insurance which, in the other parties' counsel's opinion, does not increase such parties' liability or decrease such parties' rights, including documents evidencing the power and authority of Seller and Purchaser to consummate the sale and purchase in accordance with this Agreement.
- i. A true and complete set of all as-built building plans and specifications, architectural and engineering drawings (and of all documents and other materials related thereto), utility layout plans, topographical maps and plans, environmental reports, soils reports, hydrology reports and traffic studies maintained by or on behalf of Seller and to the extent in Seller's possession.
- j. Purchaser shall deliver to Seller the Purchase Price, adjusted as provided in this Agreement, by way of a wire transfer of immediately available funds to Seller's designated financial institution.

13. **Condemnation.** If, prior to the Closing, any authority having the right of eminent domain shall commence negotiations with Seller or shall commence legal action against Seller for the damaging, taking or acquiring of all or any part of the Property, either temporarily or permanently, by condemnation or by exercise of the right of eminent domain, Seller shall immediately give notice to Purchaser and Purchaser shall have the right by delivery of written notice to Seller within ten (10) days after receiving notice of such condemnation to (i) terminate this Agreement, (ii) proceed to Closing and permit Seller to negotiate with the condemning authority and receive the condemnation award, with an assignment by Seller to Purchaser of condemnation or settlement proceeds and a reduction of the Purchase Price equal to any proceeds received by Seller prior to the Closing or (iii) take title in accordance with the terms of this Agreement and negotiate with the condemning authority for the condemnation award and receive the benefit thereof. If Purchaser does not elect to terminate this Agreement, or shall fail to notify Seller within the said ten (10) day period, the sale and purchase of the Property will be consummated in accordance with the terms of (ii) or (iii) above.

14. **Brokerage.** Except for Seller's engagement of Cooper Commercial (the "Broker"), each Party represents and warrants to the other that it has not dealt with any broker or finder in connection with the sale of the Property to Purchaser pursuant to this Agreement. Each Party hereby agrees to pay any and all brokerage commissions or finder's fees arising out of or in any manner connected with the sale of the Property to Purchaser, arising out of or caused by the actions or representations of such Party, and each Party hereby agrees to indemnify, defend, and hold the other Party harmless from any and all claim or claims, or liability for such brokerage commission or finder's fee, other than the sale commission to be paid by Seller to the Broker at Closing pursuant to a separate agreement between Seller and the Broker.

15. **Future Land Divisions/Lot Splits.** Seller shall grant to the Purchaser the right to make all permitted division(s) under section 108 of the land division act, Act No. 288 of the Public Acts of 1967, if any, in the conveyance deed.

16. **Indemnification.** Seller shall indemnify and hold the Purchaser harmless from any and all claims, losses, damages, injuries and liabilities arising on or before the Closing arising from or relating to the Property. Purchaser shall indemnify and hold the Seller harmless from any and all claims, losses, damages, injuries and liabilities arising after the Closing arising from or relating to the Property. All representations, warranties and indemnities made by Purchaser or Seller in this Agreement or pursuant hereto shall survive the Closing and the consummation of the transaction contemplated by this Agreement for a period of ninety (90) days after the Closing. The Purchaser does not and shall not assume any of the Seller's liabilities of any kind or nature, except as provided within the Agreement.

17. **Notices.** All notices required by this Agreement shall be sent to the other party in writing. The notices shall be delivered either (i) personally, (ii) by U.S. certified mail, return receipt requested, (iii) nationally recognized overnight delivery service or (iv) by facsimile. If by U.S. certified mail, return receipt requested, the notices will be deemed received two (2) business days after deposit in a U.S. Mail depository. If by overnight delivery, the notices will be deemed received one business day after deposit with such nationally recognized overnight delivery service. If by facsimile, the notices will be deemed received on the date sent with confirmation of receipt. All notices shall be addressed to such party as follows:

If to Seller:

UAW-GM Center for Human Resources
200 Walker St.
Detroit, MI 48207
Attn: Tom Hill
Fax: (313) 324-5395

With a copy to:

Kevin M. Plumstead, Esq.
Jaffe, Raitt, Heuer and Weiss, P.C.
27777 Franklin Road, Suite 2500
Southfield, MI 48025
Fax: (248) 351-3082

If to Purchaser:

Richfield Public School Academy
3807 N. Center Road
Flint, MI 48506
Attn: Board President
Fax: (810) 736-2326

With a copy to:

Gary J. Collins, Esq.
Collins & Blaha, P.C.
31700 Middlebelt Road, Suite 125
Farmington Hills, MI 48334

Either party hereto may change the name and address of the designee to which notice shall be sent by giving written notice of such change to the other party hereto as hereinbefore provided.

18. **Successors and Assigns.** Purchaser may assign this Agreement and all of Purchaser's rights and obligations under the Agreement to an affiliate of Purchaser or an entity controlling, controlled by, or under common control with Purchaser created for the purpose of acquiring the Property, and upon assumption by the assignee of the Purchaser's obligations, the assignee shall succeed to all of the rights and obligations of the Purchaser under the Agreement and Purchaser shall be released from all of its obligations under this Agreement. Purchaser shall provide immediate written notice to Seller of any such assignment and a copy of the fully executed written assignment and assumption agreement shall be delivered to Seller prior to Closing. This Agreement shall bind and benefit the Parties and their successors, heirs, assigns, executors, administrators, and personal representatives. Proof must be presented that the assignee has the financial ability to finance the purchase and abide by all of the obligations of this Agreement.

19. **Amendment.** This Agreement may not be amended except in writing executed by the Parties.

20. **Entire Agreement.** This Agreement contains the entire agreement and understanding between the Parties. Other representations, promises, agreements or understandings, written or oral, not herein contained are without any force or effect. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are merged into the Agreement.

21. **Severability.** Wherever possible, each provision of this Agreement shall be interpreted in a manner which makes the provision effective and valid under applicable law. If applicable law prohibits or invalidates any provision of this Agreement, the provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, unless the removal or alteration of that provision substantially defeats the basic intent of this Agreement.

22. **Destruction or Damage.** Prior to the Closing, all risks relating to the Premises shall remain the sole responsibility of the Seller, unless caused by the action or inaction of the Purchaser, its agents, representatives, contractors or consultants in pursuit of Purchaser's due diligence for which the

Purchaser agrees to indemnify Seller. If any material portion of the Premises is destroyed or damaged by fire or other casualty or there occurs any material change in the physical condition of the Property prior to the Closing, Seller shall provide prompt notice to Purchaser and at Purchaser's option, Purchaser may terminate this Agreement upon written notice delivered to Seller within ten (10) days after receiving notice of such damage or destruction. If Purchaser does not elect to terminate this Agreement, or shall fail to notify Seller within the said ten (10) day period, the sale and purchase of the Property will be consummated in accordance with the terms hereof, except, at Seller's election, either the Property shall be fully repaired and restored prior to the Closing Date or the amount of the deductible on Seller's insurance policy shall be credited against the Purchase Price, and on the Closing Date Seller shall assign to Purchaser all of Seller's right, title and interest in and to all insurance proceeds and/or claims accruing to Seller's benefit with respect to that casualty.

23. **Default.** If Seller defaults on any provision of this Agreement, Purchaser, at its sole and exclusive remedy for Seller's default, shall be entitled to either (i) terminate this Agreement by written notice delivered to Seller and receive a refund of its Deposit or (ii) institute legal proceedings for specific performance of the Agreement. If Purchaser defaults on any provision of this Agreement, Seller shall be entitled to terminate this Agreement and retain the Deposit as its sole remedy.

24. **Waivers.** No part of this Agreement, or any provision, is waived unless the waiver is written and signed by the Party making the waiver. No valid waiver of any provision of this Agreement waives any other provision of this Agreement or waives such provision at any other time.

25. **Additional Documents.** Each Party agrees to execute any additional documents reasonably requested by the other Party to carry out the intent of this Agreement which, in the other parties' counsel's opinion, does not increase such parties' liability or decrease such parties' rights.

26. **Choice of Law.** The interpretation, enforcement and performance of this Agreement shall be governed by the laws of the State of Michigan applicable to agreements made and to be performed wholly within such State.

27. **Headings.** The headings for the various articles of this Agreement are used only as a matter of convenience for reference and are not to be considered a part of this Agreement or to be used in determining the intent of the Parties to this Agreement.

28. **Counterparts; Facsimile Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed to be one and the same instrument. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement but the failure to deliver a manually executed counterpart (in addition to a counterpart delivered by telefacsimile) shall not affect the validity, enforceability or binding effect of this Agreement. Whenever in this Agreement it is provided that notice must be given or an act performed or payment made on a certain date, if such date falls on a Saturday, Sunday or holiday the date for the notice or performance or payment shall be the next following business day.

29. **Construction.** This Agreement shall not be construed more strictly against one party than against the other, merely by virtue of the fact that it may have been prepared by counsel for one of the parties, it being recognized that both Purchaser and Seller have contributed substantially and materially to the preparation of this Agreement.

30. **Time.** Time is of the essence with respect to the performance of the obligations of the Seller and Purchaser hereunder.

31. **Prevailing Parties.** Should Seller or Purchaser institute legal proceedings to enforce its rights hereunder, the prevailing party shall be entitled to its reasonable attorneys' fees and costs expended with respect to such matter. This provision shall survive termination of this Agreement.

[The remainder of this page left intentionally blank]

IN WITNESS WHEREOF, this Agreement is executed by the Parties as their respective free, voluntary and duly authorized acts for the purposes set forth herein effective as of the day and year first above written.

ATTESTED TO BY:

By: Pamela Haldy
Witness: _____
Its: CAO/Principal

PURCHASER:

Richfield Public School Academy, a
Michigan public school academy

By: Amanda VanKuren
Name: Amanda VanKuren
Its: RPSA Board President

ACCEPTANCE OF OFFER:

Seller hereby accepts the foregoing offer and agrees to sell the Property for the Purchase Price and under the terms and conditions specified in this Agreement.

ATTESTED TO BY:

By: Thomas Hice
Witness: Raymond J. Coughlin
Its: CFO
By: Thomas Hice
Witness: Raymond J. Coughlin
Its: CFO

SELLER:

UAW-GM Center for Human Resources, a
Michigan non-profit corporation

By: Jeff McGuire
Name: JEFF MCGUIRE
Its: GM EXECUTIVE Co-Director
By: Jeff Pietrzyk
Name: JEFF PIETRZYK
Its: UAW EXECUTIVE Co-Director

PURCHASER'S RECEIPT OF ACCEPTED OFFER

Purchaser hereby acknowledges the receipt of the Seller's acceptance of the foregoing Agreement, under the terms and conditions specified therein, for the sale of the Property.

ATTESTED TO BY:

By: Pamela Haldy
Witness: Pamela Haldy
Its: CAO/Principal

PURCHASER:

Richfield Public School Academy, a
Michigan public school academy

By: Amanda VanKuren
Name: Amanda VanKuren
Its: RPSA Board President
Date: 11/1, 2011

FIRST AMENDMENT TO PURCHASE AGREEMENT

THIS FIRST AMENDMENT TO PURCHASE AGREEMENT (the "Amendment") is made and effective as of the 13th day of December, 2011, by and between **UAW-GM CENTER FOR HUMAN RESOURCES**, a Michigan non-profit corporation ("Seller"), and **Richfield Public School Academy**, a Michigan public school academy ("Purchaser").

RECITALS:

A. Seller and Purchaser entered into a Purchase Agreement dated October 27, 2011 (the "Purchase Agreement"), providing for the purchase and sale of a certain parcel of real property located in the County of Genesee, State of Michigan, commonly known as 4358 Richfield Road, Flint, Michigan, 48506, as more particularly described in the Purchase Agreement (the "Property").

B. The transaction contemplated by the Purchase Agreement does not cover the conveyance to Purchaser of any personal property owned by Seller and currently located at the Property (collectively, the "Personal Property").

C. Seller and Purchaser have agreed to amend the Purchase Agreement to include the conveyance of the Personal Property, upon the terms and subject to the conditions contained herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. All capitalized terms not defined herein shall have the meaning given to such terms in the Purchase Agreement. Except as amended herein, the terms and conditions of the Purchase Agreement shall remain in full force and effect. In the event of a conflict between the terms of the Purchase Agreement and the terms of this Amendment, this Amendment shall govern and control.

2. Contingent upon Closing under the terms of the Purchase Agreement, Purchaser agrees to purchase the Personal Property from Seller at Closing for a purchase price of Eight Thousand and 00/100 Dollars (\$8,000.00). At Closing, Seller shall execute and deliver a Quit Claim Bill of Sale to Purchaser conveying all of Seller's right, title, and interest in and to the Personal Property. Seller makes no representation or warranty as to the contents or condition of the Personal Property and Purchaser acknowledges that it is purchasing the Personal Property "AS IS," "WHERE IS," and "WITH ALL FAULTS."

3. To Seller's knowledge without inquiry, the items described on Exhibit A attached hereto is a list of the Personal Property; provided, however, Purchaser acknowledges that (a) Seller has not independently verified that such items are currently located at the Property, and (b) Seller shall not (i) be in default if one or more of the items are not included in the Personal Property conveyed at Closing, or (ii) be required to remove any additional items located at the Property at Closing. Seller has not removed, and Seller agrees not to remove, any Personal Property from the Property from and after the date of the Purchase Agreement through Closing.

4. This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be equally as effective as delivery of an original executed counterpart.

[Signature Page Follows]

[Signature Page to First Amendment to Purchase Agreement]

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year first above written.

PURCHASER:
RICHFIELD PUBLIC SCHOOL ACADEMY.
a Michigan public school academy

SELLER:
UAW-GM CENTER FOR HUMAN RESOURCES.
a Michigan non-profit corporation

By: Amanda VanKuren
Name: Amanda VanKuren
Title: RPSA Board President

By: Thomas Hill
Name: THOMAS HILL
Title: CFO

By: _____
Name: _____
Title: _____

Pre-K II (Della & Tracy) UAW-GM CDC Inventory June 2009			
Description	Quantity	Dispose of:	Location Moved to:
Children's shelving units	6		
Adult glider			
Children's book case	1		
Boom box			
Buggy, bye bye			
Cabinet 4 drawer file	1		
Children's chairs	24		
Chair, adult			
Chair, me do it 5"			
Rocking chair child			
Dress up clothes rack	1		
Changing station			
Container, garbage			
Cots	9		
Cradle, wooden			
Crib			
Crib, evacuation			
crook pot			
Desk			
Single wooden easel			
Double wooden easel	1		
Plastic easel			
Highchair			
Ballet bar with mirror			
Pillow, boppy			
Rack, drying	1		
Refrigerator			
Refrigerator, small	1		
Sand, play on wheels	2		
Wooden sink	1		
Wooden stove	1		
Wooden refrigerator	1		
Small dramatic play table	3		
Table 3'x3', fixed leg, square			
Table 3'x4' rectangle, adjustable leg	3		

Pre-K I (Missy & Teresa) UAW-GM CDC Inventory June 2009			
Description	Quantity	Dispose of:	Location Moved to:
Children's shelving units	7		
Adult glider			
Children's book case			
Boom box	1		
Buggy, bye bye			
Cabinet 4 drawer file	1		
Children's chairs	24		
Chair, adult			
Chair, me do it 5"			
Rocking chair child			
Dress up clothes rack	1		
Changing station			
Container, garbage	2		
Cots	16		
Cradle, wooden			
Crib			
Crib, evacuation			
crook pot			
Desk			
Single wooden easel			
Double wooden easel			
Plastic easel			
Highchair			
Ballet bar with mirror			
Pillow, boppy			
Rack, drying	1		
Refrigerator			
Refrigerator, small			
Sand, play on wheels			
Wooden sink (see next page)			
Wooden stove (see next page)			
Wooden refrigerator (see next page)			
Small dramatic play table	1		
Table 3'x3', fixed leg, square			
Table 2-1/2'x4', rectangle, adjustable leg	4		

Description	Quantity	Dispose of:	Location moved to:
Table 4'x2', rectangle, adjustable leg	4		
Table 4'x3' rectangle adjustable leg			
Table 5'x3' rectangle, adjustable leg			
Table round small	2		
Table round large			
Table, computer, single			
Table, computer double			
Table, half moon			
Table, sand & water large	1		
Table, working, wood	1		
Cabinet, double wide 4 drawer	1		
Housekeeping set Community playthings	9 pcs.		
4-way teaching unit	1		
Rubbermaid locked unit	1		
Small upright book shelves	2		
Couch-love seat	1		
Large bulletin board	1		

Preschool I (Andrea & Julia) UAW-GM CDC Inventory June 2009			
Description	Quantity	Dispose of:	Location Moved to:
Children's shelving units	6		
Adult glider			
Children's book case	1		
Boom box	1		
Buggy, bye bye			
Cabinet 2 drawer file	1		
Children's chairs	21		
Chair, adult	1		
Chair, me do it 5"			
Rocking chair child			
Dress up clothes rack	1		
Changing station			
Container, garbage	2		
Cots	18		
Cradle, wooden			
Crib			
Crib, evacuation			
crook pot			
Desk			
Single wooden easel			
Double wooden easel	1		
Plastic easel			
Highchair			
Ballet bar with mirror			
Pillow, boppy			
Rack, drying			
Refrigerator			
Refrigerator, small			
Sand, play on wheels			
Wooden sink (see next page)			
Wooden stove (see next page)			
Wooden refrigerator (see next page)			
Small dramatic play table	2		
Table 3'x3', fixed leg, square			
Table 2-1/2'x4' rectangle, adjustable leg	4		

Description	Quantity	Dispose of:	Location moved to:
Table 4'x2', rectangle, adjustable leg	1		
Table 4'x3' rectangle adjustable leg			
Table 5'x3' rectangle, adjustable leg			
Table round small			
Table round large	3		
Table, computer, single			
Table, computer double			
Table, half moon			
Table, sand & water large	1		
Table, working, wood			
Flannel board easel	1		
Housekeeping set Community playthings	10 pcs.		
Big book easel	1		
Cabinet, small wooden	1		
Table, Lego	1		
Mirror, dress up	1		

Front School Age UAW-GM CDC Inventory June 2009				Location Moved to:
Description	Quantity	Dispose of:		
Children's shelving units	6			
Adult glider	2			
Children's book case	1			
Boom box	1			
Buggy, bye bye				
Cabinet 2 drawer file	1			
Children's chairs	20			
Chair, adult	1			
Chair, me do it 5"				
Rocking chair child				
Dress up clothes rack	1			
Changing station				
Container, garbage	2			
Cots	10			
Cradle, wooden				
Crib				
Crib, evacuation				
crook pot				
Desk				
Single wooden easel				
Double wooden easel				
Plastic easel				
Highchair				
Ballet bar with mirror				
Pillow, boppy				
Rack, drying	1			
Refrigerator				
Refrigerator, small				
Lego, play on wheels table	1			
Wooden sink	1			
Wooden stove	1			
Wooden refrigerator	1			
Small dramatic play table	1			
Table 3'x3', fixed leg, square				
Table 2-1/2'x4' rectangle, adjustable leg				

Description		Quantity	Dispose of:	Location moved to:	
Table 4'x2', rectangle, adjustable leg		1			
Table 4'x3' rectangle adjustable leg		1			
Table 5'x3' rectangle, adjustable leg					
Table round small		2			
Table round large		3			
Table, computer, single					
Table, computer double					
Table, half moon					
Table, sand & water large					
Table, working, wood					
Flannel board easel					
Housekeeping set Community playthings		5 pcs.			
Bulletin board		1			

Shed:	Shed:
Gas grill	1
Electrical Wiring	Lots
Extension cords	1
Tire inner tube	1
Propane tank	1
Coolers	5
Tiki torches	7
Rubbermaid cart w/wheels	1
Chalkboard on wheels	1
Christmas containers	13
Mardi Gra containers	2
Bubbles & tubs (2)	1
Tug-o-war rope	1
Christmas tree stand	2
Adopt-a-Highway Info	1
Scarecrows	5
Coolers on wheels	2
Fall Harvest containers	4
UAW-GM flags	18
Folding tables	2
Aluminum ladder 12 ft.	1
Stackable Adult chair	2
Maroon chair on wheels	1
Plaster & candy mold containers	2
Small easel stands	1
Outside hanging holders box	1
Science/Art box	1
Ribbons & bags	1
Ninintendo game	1
Adult desk	1
Children's couch (red)	1
Child chair (blue)	1
Buggy accessories (parts)	1
Small Ironing board	1

Toddler II (Teresa, Pat, Marcia) UAW-GM CDC Inventory June 2009

Description		Quantity	Dispose of:	Location Moved to:
Children's shelving units		5		
Adult glider		1		
Children's book case		1		
Boom box		1		
Buggy, bye bye				
Cabinet 2 drawer file		1		
Children's chairs		12		
Chair, adult		1		
Chair, me do it 5"				
Rocking chair child		1		
Dress up clothes rack				
Changing station				
Container, garbage		1		
Cots		4		
Cradle, wooden				
Crib				
Crib, evacuation				
crook pot				
Desk				
Single wooden easel		1		
Double wooden easel				
Plastic easel		1		
Highchair, doll		1		
Ballet bar with mirror				
Pillow, boppy				
Rack, drying		1		
Refrigerator				
Refrigerator, small				
Sand, play on wheels		1		
Wooden sink (see next page)				
Wooden stove (see next page)				
Wooden refrigerator (see next page)				
Small dramatic play table & 2 chairs		1		
Table 3'x3', fixed leg, square				
Table 2-1/2'x4' rectangle, adjustable leg				

Description		Quantity	Dispose of:		Location moved to:	
Table 4'x2', rectangle, adjustable leg						
Table 4'x3' rectangle adjustable leg		1				
Table 5'x3' rectangle, adjustable leg						
Table round small		2				
Table round large						
Table, computer, single						
Table, computer double						
Table, half moon						
Table, sand & water large						
Table, working, wood						
Flannel board easel						
Housekeeping set Community playthings		10 pcs.				
Step 2 Climber		1				
Child couch		1				
Child Chair		1				

Toddler III (Lisa) UAW-GM CDC Inventory June 2009			
Description	Quantity	Dispose of:	Location Moved to:
Children's shelving units	3		
Adult glider			
Children's book case			
Boom box			
Buggy, bye bye			
Cabinet 2 drawer file	1		
Children's chairs	12		
Chair, adult	1		
Chair, me do it 5"			
Rocking chair child	1		
Dress up clothes rack	1		
Changing station			
Container, garbage	1		
Cots	4		
Cradle, wooden	1		
Crib			
Crib, evacuation			
crock pot			
Desk	1		
Single wooden easel			
Double wooden easel			
Plastic easel	1		
Highchair, doll			
Ballet bar with mirror			
Pillow, boppy			
Rack, drying	1		
Refrigerator			
Refrigerator, small			
Sand, play on wheels	2		
Wooden sink (see next page)			
Wooden stove (see next page)			
Wooden refrigerator (see next page)			
Small dramatic play table	1		
Table 3'x3', fixed leg, square			
Table 2-1/2'x4' rectangle, adjustable leg			

Description		Quantity	Dispose of:		Location moved to:	
Table 4'x2', rectangle, adjustable leg						
Table 4'x3' rectangle adjustable leg						
Table 5'x3' rectangle, adjustable leg						
Table round small	1					
Table round large						
Table, computer, single						
Table, computer double						
Table, half moon						
Table, sand & water large						
Table, working, wood						
Table, small rectangle	1					
Wooden Couch	1					
Wooden Chair	1					
Wooden child rocker chair	1					
Duplo Table	1					
Rugs	2					
Back Jack	2					
Pillows	2					

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

[illegible]

Location Moved to:

Location Moved to:

[illegible]

Pavilion UAW-GM CDC Inventory June 2009			
Description	Quantity	Dispose of:	Location Moved to:
Large fish tank	1		
Norlake refrigerator	1		
Large manipulative	2		
Plastic tall storage cabinet	2		
Shelves	7		
Book shelves	1		
Cribs	7		
Lego table	1		
Easel	1		
Changing table	1		
Round 1/2 infant table	1		
Round table	5		
Small square table	1		
Staff mailboxes	1		
Paint rack	1		
Toddler chairs	8		
VHS Holder	1		
Oval wood table	2		
Chairs (padded)	16		
2-drawer plastic storage bins	2		
Adult chairs on roller	19		
Can good stainless stell shelf	1		
2-drawer metal file cabinet	1		
Lasso table	1		
Homework room:			
25" magnavox wall mounted TV	1		
Blue office chair	1		
Mauve padded chair	2		
Office:			
Desk	1		
4-drawer file cabinet	1		
2-drawer file cabinet	1		
copy machine	1		
Medicine cabinet	1		
Wall coat rack	1		

Description		Quantity	Dispose of:	Location Moved to:	
Kitchen:					
Upright refrigerator/freezer		1	2 Couches	Dumpster	
Can rack		1	2 Chairs	Dumpster	
Cutting block		1	Easel	Dumpster	
6-shelf rack		1	Water table	Dumpster	
3-shelf rack		1			
Cutting board rack		1			
Stainless steel table		1			
Microwave		1			
Pavilion Porch:					
Fiberglass picnic tables		13			

Pavilion UAW-GM CDC Inventory June 2009									
Back Pavilion:									
Benches			2						
Maroon chairs adult			6						
Tiki torches			7						
Black chairs adult			18						
Pilo Polo game			1						
Tiki torch fluid			1						
Large garbage can-assorted balls			1						
Hockey Sticks			12						
Scooters			7						
Hoola Hoops			20						
Basketball holder			1						
Basketballs			5						
Cart w/orange cones			1						
Romper Stompers			20						
Game Markers			1						
Baseball bats w/holder			1						
T-ball stand			1						
Yoif game (4bags)			1						
Badmitten net			1						
Badmitten rackets			7						
Umpire Mask			1						
Baseball helmet			1						
Archery Recurve bows			9						
Description			Quantity		Dispose of:			Location Moved to:	
Birdies container			1						
Pinnies container			2						
Gunny sack container			3						
Jump rope container			1						
Frisbee container			1						
Ring toss container			1						
Bean bag container			2						
Large parachute			1						
Styrofoam game			1						

Soccer skinguards	2		
Soccer container	1		
Scoops bag	1		
Dehumidifier	1		
Floor shuffle boardgame	1		
Challenge course container	1		
Archery net	1		
Hoe	2		
Shovel	2		
Fence post	10		

Infants UAW-GM CDC Inventory June 2009			
Description	Quantity	Dispose of:	Location Moved to:
Children's shelving units	2		
Adult glider	6		
Children's book case	1		
Boom box	2		
Buggy, bye bye 6-seater & 4-seater	1 ea.		
Cabinet 2 drawer file	1		
Children's chairs wooden	6		
Chair, adult	1		
Chair, blue	2		
Rocking chair child			
Dress up clothes rack			
Changing station			
Container, garbage	6		
Cots	11		
Cradle, wooden			
Crib	3		
Crib, evacuation	3		
crock pot	1		
Desk			
Single wooden easel			
Double wooden easel			
Plastic easel			
Highchair	2		
Ballet bar with mirror	2		
Pillow, boppy			
Rack, drying			
Refrigerator	1		
Refrigerator, small			
Sand, play on wheels			
Wooden sink (see next page)			
Wooden stove (see next page)			
Wooden refrigerator (see next page)			
Small dramatic play table	1		
Table 3'x3', fixed leg, square			
Table 2-1/2'x4' rectangle, adjustable leg			

Description		Quantity	Dispose of:		Location moved to:	
Table 4'x2', rectangle, adjustable leg						
Community Play attachable shelves		8				
Community Play dramatic set		4				
Baby safe bassinett		1				
Bucket table 4-seater		1				
Fish tank		1				
Table, round activity		1				
Table, half moon		2				
Table, sand & water large		1				
Table, sand & water small		1				
Child chair & child couch		1 ea.				
Wooden Bench		1				
Wooden Chair		10				
Wooden rocking boat		1				
Infant storage closet		1				

Outdoor Playgrounds UAW-GM CDC Inventory June 2009			
Description	Quantity	Dispose of:	Location Moved to:
Infant/Toddler Playground:			
Little Tike Table & 2 chair set	1		
Little Tike picnic table	2		
Plastic chairs	2		
Toddler lounge chairs	2		
Texture table	2		
Blue chairs	2		
Plastic grocery cart	2		
Small step 2 easel	1		
Little tikes slide	1		
Plastic Stroller	1		
Push lawnmower toddler	1		
All Star basketball hoop	1		
Plastic riding bikes	12		
Little tikes slide	1		
Plastic picnic tables	2		
2-seat Adult swing	1		
Sand toys-containers	2		
Outdoor Equipment:			
3-wheel trike large	8		
3-wheel trike small	18		
Wagons	1		
Plastic riding toys	4		
2-wheel trike	2		
Plastic stroller	1		
Parachutes	3		
Long sleds	3		
Saucers	8		
Long playground slide	1		
Sand box toys containers	3		
Container-Cones	1		
Sand table	1		
Road game	1		
Bouncy Motorcycle	1		
Container-playground balls	1		

SECOND AMENDMENT TO PURCHASE AGREEMENT

THIS SECOND AMENDMENT TO PURCHASE AGREEMENT (the "Amendment") is made and effective as of the 6th day of January, 2012, by and between UAW-GM CENTER FOR HUMAN RESOURCES, a Michigan non-profit corporation ("Seller"), and RICHFIELD PUBLIC SCHOOL ACADEMY, a Michigan public school academy ("Purchaser").

RECITALS:

A. Seller and Purchaser entered into a Purchase Agreement dated October 27, 2011, as amended by that certain First Amendment to Purchase Agreement dated December 13, 2011 (as amended, the "Purchase Agreement"), providing for the purchase and sale of a certain parcel of real property located in the County of Genesee, State of Michigan, commonly known as 4358 Richfield Road, Flint, Michigan, 48506, as more particularly described in the Purchase Agreement (the "Property").

B. Seller and Purchaser have agreed to amend the Purchase Agreement upon the terms and subject to the conditions contained herein.

AGREEMENT:

NOW, THEREFORE, in consideration of the above recitals and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Seller and Purchaser hereby agree as follows:

1. All capitalized terms not defined herein shall have the meaning given to such terms in the Purchase Agreement. Except as amended herein, the terms and conditions of the Purchase Agreement shall remain in full force and effect. In the event of a conflict between the terms of the Purchase Agreement and the terms of this Amendment, this Amendment shall govern and control.

2. Section 2 of the Purchase Agreement is amended to provide that the Inspection Period has been extended and shall now expire at 5:00 P.M. Eastern Time on January 27, 2012.

3. Section 11 of the Purchase Agreement is amended to provide that the Closing shall occur no later than February 10, 2012.

4. This Amendment may be executed in counterparts, each of which shall be deemed an original, and all of which together shall be deemed one and the same instrument. Delivery of an executed counterpart of this Amendment electronically or by facsimile shall be equally as effective as delivery of an original executed counterpart.

IN WITNESS WHEREOF, the undersigned have executed this Amendment as of the day and year first above written.

PURCHASER:

RICHFIELD PUBLIC SCHOOL ACADEMY,
a Michigan public school academy

By: Amanda VanKuren
Name: Amanda VanKuren
Its: RPSA Board President

SELLER:

UAW-GM CENTER FOR HUMAN RESOURCES,
a Michigan non-profit corporation

By: Thomas Hill
Name: Thomas Hill
Its: CFO

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

SCHEDULE 7a: GOVERNANCE STRUCTURE

The College Board shall appoint the Board of Directors of the Academy ("Academy Board"). The Academy Board has all the powers and duties permitted by law to manage the business, property and affairs of the Academy. The Academy Board is responsible for assuring that the Academy operates according to the terms and conditions of this Contract and Applicable law. Contract Schedule 2: Bylaws, Articles IV and V, set forth a further description of the Academy Board's governance structure.

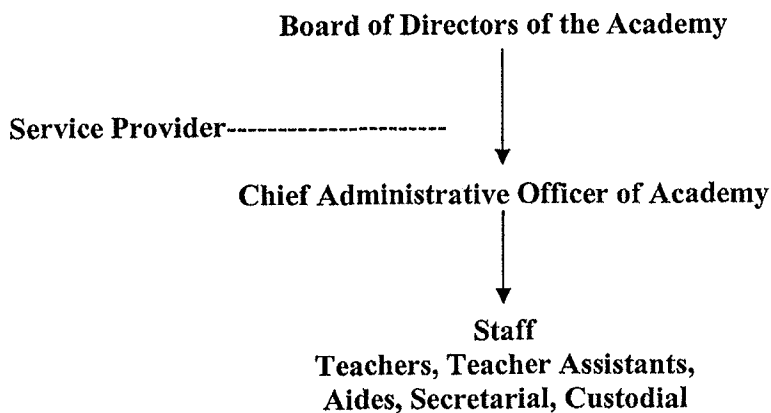
The Academy is incorporated as a non-stock, directorship nonprofit corporation. The Academy Board shall have at least five (5), but no more than nine (9) members, as determined by the College Board. The College Board shall select the members of the Academy Board according to the terms and conditions set forth by the Bay Mills Community College Board of Regents.

The Academy Board shall manage the business, property and affairs of the Academy. The Academy Board shall set all educational, fiscal, and administrative policies for the Academy.

With the issuance of this Contract, the Academy Board may Contract with a service provider to implement the Academy's educational program as set forth in Schedule 7 of this Contract. If the Academy Board retains a service provider, that service provider will be responsible for the performance of the Academy and will be accountable to the Academy Board. A service provider must report to the Academy Board at regularly scheduled times and upon any request by the Academy Board.

The day-to-day operation of the Academy will be the responsibility of the Chief Administrative Officer, who will have the authority to operate the school and supervise the staff.

The Governance Structure of the Academy:



The Richfield Public School Academy Board currently consists of five (5) members. The College Board previously appointed each of the following individuals as Academy Board members. Nominations and appointments of subsequent Academy Board members shall be made in accordance with this Contract. Vacancies in office shall be determined and filled pursuant to the provisions set forth in the Bylaws. The current Academy Board members are as follows:

Robert Wright, President
9187 E. Potter Road
Davison, MI 48423
810/919-6061
Term Ends: June 30, 2021

Sharon Williams, Vice President
6395 Smoke Rise Trail
Grand Blanc, MI 48439
810/247-4206
Term Ends: June 30, 2019 (Seeking Reappointment)

Trudy Cook, Secretary/Treasurer
3921 Branch Road
Flint, MI 48506
810/877-9903
Term Ends: June 30, 2020

Jaquetta Moore, Director
1426 Charwood Road
Mt. Morris, MI 48458
810/449-2733
Term Ends: June 30, 2021

Vacant Unexpired Seat
Term Ends: June 30, 2019

SECTION B

EDUCATIONAL GOALS

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

Educational Goal to be Achieved:

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

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

Measure 1: Student Achievement

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

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

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

Measure 2: Student Growth

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

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

The measure of student growth is the most important, but not the only factor the authorizing body considers when determining whether the Academy is "demonstrating measurable progress" toward the contractual goal of preparing students academically for success in college, work, and life.

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

NWEA Achievement Target Table

Grade	NWEA Reading End-of-Year Target	NWEA Math End-of-Year Target
2	192	193
3	202	205
4	209	214
5	213	227
6	220	230
7	222	236
8	225	243

SECTION C

EDUCATIONAL PROGRAM

SCHEDULE 7c: EDUCATIONAL PROGRAM

We will be using *Open Court Reading*, *Phonics*, *Language Arts*, and *SRA Mathematics* curriculum published by SRA/McGraw-Hill; *Science Anytime* published by Harcourt Brace, and the Paragon® social studies/humanities curriculum developed by Mosaica Education, Inc. The following is an outline of our education program and curriculum:

Reading: The school will teach content-rich classic and multicultural literature in conjunction with explicit phonics instruction to develop reading skills in K-2 when children are making the transition from learning to read to reading to learn. The scope and sequence of basic reading involves mastery of "tool skills" in three areas. The skill areas gain in difficulty and spiral through the primary grades K-2.

Leveled books from the classroom library will feature the blend of phonics and sight word practice essential for beginning readers. Beginning at grade 1, students will use a research-based spelling program that introduces them to spelling patterns and to high frequency, high-utility words they use most often in their reading and writing. The spelling program will develop phonetic awareness and will feature a CD-ROM extension to engage students further in spelling and proofreading practice.

The literature program will use the Socratic method as well as the multicultural reading selections that will be compatible with the afternoon social studies/humanities program. Both the reading program in the morning session and the humanities program in the afternoon will employ an integrated interpretive reading and discussion program that will cover all disciplines across the curriculum. Interpretive activities will enable students to become more aware of their reactions as they read, develop sensitivity to language, value their own curiosity about a text, and explore new ideas through writing. Through the literature curriculum, students practice many reading and thinking skills such as: recalling and organizing details from the story, drawing inferences, analyzing characters' motives, and finding the main idea of a passage or the text as a whole. Literary selections will often tie-in with the historical period featured in the afternoon program.

Phonics: The school will use a highly effective phonics program for K-2 students and phonetically-controlled, level classroom literary books to promote reading fluency and phonetic awareness. Phonemes are the smallest components of sound in language. As students learn their letter formations, they acquire simultaneously the phonemic rules that govern the spelling and the pronunciation of the English language. The school is a strong proponent of 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. Foreign language instruction at all levels will further enable students to understand parts of speech and other linguistic principles.

Writing: Students will write for a variety of purposes and projects. Some are daily assignments such as in journals; some are short-term assignments involving very few drafts such as letter writing and project proposals.


Still other writing assignments will be longer term and will be assignments based on a theme of World Culture in a historical context. Each type of writing is distinct from the others and involves discrete sub-skills in reading, writing, thinking, and listening. Long-term thematic writing assignments will be either narrative or expository in nature. Expository research assignments usually focus on a body of knowledge in one of the subject matter areas such as literature, social studies, science, mathematics, etc. Narrative material will be organized around models of literary genre such as fables, folk tales, historical fiction, modern fiction, science fiction, poetry, fantasy, adventure, and mystery. Students will use elements of style unique to each genre as models for their own writing.

Mathematics: The school will teach mathematics as a discrete subject in the morning session that is not subject to interruptions of any kind. We use SRA/McGraw-Hill *SRA Math*, a highly regarded program. A recent review of *SRA Math* by Mathematically Correct gave it the highest overall rating for elementary programs. *SRA Math* is fully aligned with State and national Content Standards. The varied applications of math will be integrated into the humanities program in the afternoon session for additional practice and application.

Science: The Academy's science program will engage students in scientific inquiry by tapping into their sense of wonder about the world around them. Students will wonder, then plan how they will find answers to their questions. This will lead to conducting investigations, which may take form as activities, research, reading or interviews with experts. Students will then reflect on what they have learned through their investigations and share the outcomes of their discoveries. We plan to use Harcourt Brace *Science Anytime* for our science texts and hands-on kits. The Academy's science program is completely aligned with state and national Standards.


Rather than rely exclusively on textbooks and classroom activities, the school will offer special field trips and nature studies. The students will be able to visit museums, conduct field research and visit research facilities. Working with naturalists and researchers will enhance the students' appreciation and respect for our ecosystem.

Foreign Language: The school will treat foreign language as an integral part of the core curriculum, providing all instruction in the target language to simulate an environment of immersion. Foreign language instruction will start in kindergarten and build toward proficiency with each successive grade level. We provide instruction in Spanish. Communication will be lively and animated with vocabulary content tied thematically to the integrated curriculum. Multimedia resources (videos, CDs, CD-ROMs, children's books) in the target language will convey to students the cultural experiences of their peers in Spanish-speaking countries. The school will cultivate the natural facility of younger students for foreign language acquisition by beginning at an early age with a high quality program. Students will learn the basic distinctions between alphabets, numbers and sounds of various languages.



Afternoon Program

The Integrated Humanities Program – “Paragon Curriculum”



Paragon is an interdisciplinary world history curriculum that follows a student-centered, personalized, approach to learning that combines constructivism (the constructivist model is based on helping students take responsibility for their own learning, to be autonomous thinkers, to develop integrated understandings of concepts, and to pose--and seek to answer--important questions) with rich content. In Paragon, students of all academic levels, discover concepts on their own through hands-on activities, role-playing, lively readings, artistic creativity, oratory, integrated technology and multimedia materials (digital images, transparencies, videos, CDs, (CD-ROMs, Internet sites and student handouts). The Paragon Curriculum “spirals,” meaning that students are first introduced to concepts and cultures in early grades then revisit those same topics in greater depth later on, having a context and a foundation for deeper study. Paragon is divided into eight five-week units, each unit immersing students in a school-wide study of the same historical time period, with each grade focused on a unique essential question, geographic location and focus of study. The focus of study, beginning with questions of self, family and home beginning in kindergarten, spiral in difficulty like concentric rings emanating outward, until students are studying the ten elements of culture in Grade 3 and the defining characteristics of civilizations in Grade 5. These areas of study align with state and ASCD content standards and will be assessed by the ITBS Social Studies test to be administered every spring. Each Paragon unit features a cumulative assessment with an assessment rubric, specifying the qualities of an exemplary project or performance. These project descriptions and performance expectations are made explicit to students at the onset of each unit and the rubrics are shared with parents at conference time.

Because Paragon teaches cultural literacy, the essential content knowledge that every student should know, and aligns that content with national and state standards, the classical education becomes a very sophisticated and rigorous one. A Paragon unit contains the rationale, teacher background information, lesson plans, materials lists and assessment tools needed to implement the curriculum. Two Program Facilitators will provide ongoing professional development, pedagogical training and classroom support. In weekly grade group meetings for Paragon, teachers will engage in collaborative planning with colleagues that tailors the curriculum to the specific needs of students and that draws effectively on the talents, passions and resources of teachers, parents and community members.

THE PARAGON CURRICULUM

A WORLD OF IDEAS THAT MAKE A WORLD OF DIFFERENCE

The unique Paragon Curriculum is predicated on the idea that we must impart to all children the content knowledge and academic skills which will provide them with the necessary intellectual capital to succeed in mainstream culture. Rather than teach history in bits and pieces in arbitrary sequence, Paragon’s fully integrated, chronological approach demonstrates to students how one

idea builds on ;md evolves into another. The curriculum illustrates how sweeping cycles of conflict and resolution repeat themselves and leads students to understand how and why various world cultures have risen to power and prominence, only to be supplanted by new precedents set by others.

Studying history across continents depicts for older students, the manner in which many ideas develop at the same time in independent cultures unaware of the other's breakthroughs. In comprehending synchronicity and the genealogy of ideas, students develop a larger conceptual picture of history and an enhanced awareness of the interrelationships of many areas of knowledge. Rather than memorize names, dates and wars in isolation, students recall the sequential circumstances surrounding these events and remember more readily both factual information and conceptual relevance.

The Paragon Curriculum is designed around eight ages of history or Human Eras, which constitute the monthly conceptual themes:

<i>The Ancient World</i>	40,000 B.C. to 500 B.C.
<i>The Classical World</i>	499 B.C. to A.D. 500
<i>The Middle Ages</i>	501 to 1459
<i>Renaissance and the New World</i>	1460 to 1600
<i>Kingdoms and Colonies</i>	1601 to 1752
<i>Revolution and Independence</i>	1753 to 1825
<i>The World in Motion</i>	1826 to 1913
<i>The 20th Century</i>	1914 to Present Day

History and Social Studies

Social studies represent the integrated study of the social sciences and humanities to promote civic competence and intellectual capital. Social studies constitute the organizing, chronological core of the Paragon curriculum precisely because it is multidisciplinary and interdisciplinary in nature. It provides coordinated, systematic study drawing upon such disciplines as anthropology, archaeology, economics, geography, history, law, philosophy, political science, psychology, religion, and sociology, as well as appropriate content from the humanities, mathematics, and natural sciences.

- Social issues, such as poverty, crime, and public health, are increasingly understood to transcend the boundaries of disciplines, cultures, and nations. As these issues grow increasingly complex, the work to develop solutions demands an increasingly integrated view of scholarly domains and of the world itself.

- Many scholars now define themselves by the issues and problems they address and use several disciplines to inform their work. Entirely new departments and programs reflect this development. Academic programs in American Studies, African-American Studies, Biotechnology, Comparative Literature, Cultural Studies and Medical Ethics, for example, draw on multiple disciplines and their processes to address the needs of humanity.
- Technology provides increasingly easy access to databases that are interdisciplinary and multidisciplinary as well as to scholarship in many disciplines.

It is within this context that the Paragon Curriculum was conceived. It pays attention to the specific contributions of history, the social sciences, humanities, fine arts, the natural sciences, and other disciplines, while simultaneously providing an umbrella for the integrative potential of these several disciplines. Paragon's power stems from recognizing the importance of the disciplines and their specific perspectives in understanding topics, issues, and problems. Moreover, Paragon teaches students to recognize that topics, issues, and problems transcend the boundaries of single disciplines and demand the power of integration within and across them. Paragon employs a constructivist, student-centered approach to hands-on learning.

Science

Science is also integrated into the Paragon Curriculum, which features biographies of great scientists, accounts of breakthrough discoveries, and detailed hands-on activities for students to stimulate interest in the scientific method. The interdisciplinary approach enables students to see science as an integral part of their lives, rather than as a daunting discipline.

The goal of the Paragon Curriculum is to enrich the science by integrating it with the liberal and fine arts, as well as with the social sciences, the synthesizing strands that weave together the Paragon Curriculum. Mathematics as the language of science, and of economics, also constitutes an integral part of the Paragon experience for students. The Paragon Curriculum draws from and extends the morning session's traditional core program.

Technology and Computer Literacy

Technology is the application of scientific knowledge for the purpose of solving practical problems, extending human capacities, and improving the quality of life. The Paragon Curriculum emphasizes the use of technological tools to facilitate and enrich learning across academic disciplines. Information technology is the most frequently used technological tool. Students use computers to communicate via the Internet, to express themselves creatively, to solve problems, to organize data, to conduct research, and to explore mathematical and scientific principles through simulations.

To master true computer literacy, students require hands-on access to computers in real time, rather than isolated visits to a computer lab. The school will be equipped with a computer for every two to three children, as well as with a laptop for each teacher and administrator. The personal desktop computers will be linked to the Internet, affording access to curriculum and resources available in cyberspace or on disk. Paragon Lesson Plans direct students to specific Internet sites on a regular basis.

The Academy's library is a Media and Resource Center, supplying a library of excellent books and CD-ROMs. The library holdings contain the books prescribed by the Core Knowledge Foundation and those that support the content-rich Paragon Curriculum, as well as TV/VCRs, overhead and slide projectors for pedagogy. The Multimedia Center also features a Multimedia Arts and Sciences Studio for student radio and video portfolio productions.

Each classroom is equipped with a TV/VCR to support the Paragon Curriculum, which features film clips from classic and quality motion pictures to make history come alive for students. Overhead projectors in every classroom will further enable teachers to engage students with the captivating transparencies that support the Paragon Curriculum.

The Arts

Rather than relegate art, music and foreign language to the periphery of the curriculum, Paragon's design integrates them into its interdisciplinary center. To truly integrate the arts into the Paragon Curriculum, the school will train all teachers in the visual and performing arts. Daily Paragon Lesson Plans are outlined with step-by-step instructions to ensure seamless implementation. Art, drama, music and dance interrelated to the core curriculum draw many marginal students into the center of learning. Acting vicariously (not acting up) enables students to try on different roles without compromising their quality of life. It is no accident that "playing" (as in what children do) and "playing" (as in acting and putting on a play) and "playing" (as in playing a musical instrument) are the same word. Without the "play" in the process, it loses its validity and vitality.

Paragon's purpose is to make the arts a vital component of a child's education, while at the same time placing the strongest possible emphasis on the basic skills of reading, writing and arithmetic. The arts offer children opportunities to assimilate and apply what they have learned in ways relevant and meaningful to their experience. Their enhanced skills of communication, analysis and self-expression enable them to compete far more successfully with their traditional learning classmates.




Music

According to Plato, "Music ... gives a soul to the universe, wings to the mind, flight to the imagination ... and life to everything." The impulse to make music is ageless and universal. Music has the capacity to communicate volumes about an era and its people. The Paragon Curriculum conveys to students, features of the music of different eras and composers by having them sing, dance, and perform with rhythm instruments. Students also learn to listen for specific features and to discern how one era or culture often imitates and reinvents the music of another. All teachers, including the Spanish, Physical Education and Music Specialists will receive a Paragon cassette to accompany each of the eight five-week units and will be trained to integrate their respective fields to Paragon's school-wide program.

The music specialist will also conduct choral and instrumental instruction. The music specialist will consult with teachers on the musical portions of Paragon Lessons to draw from and extend the Paragon Curriculum in music class.

Character Education



Character education is implicitly built into the Paragon Curriculum. We begin with the assumption that students are capable of determining right from wrong and good from bad. It is our goal to build character by "doing," rather than by "saying." Students are taught personal responsibility by constructing their own knowledge and by doing hands-on activities. Sharing, cooperation, and respect are taught through team activities, a demand for classroom participation, and exploring content together.

Students learn about character, ethics, empathy and self-esteem implicitly by studying the world's greatest thinkers, both canonical and unsung, and by stepping into the shoes of great historical figures, both real and imaginary. Through content-rich study, children come to understand the expansive potential open to them if they can identify with early clarity their individual strengths and sense of purpose. Paragon students contemplate questions that have captivated thinkers for millennia: What makes a "Hero"? What makes me unique? How can we learn from the past? How do we apply that knowledge to the future?

By examining individuals who have made their mark on history, students will extrapolate qualities that make people stand out as exceptional contributors to culture, or as "heroes." Studying heroes is a developmentally appropriate and fun way for students to learn about ethics. The hero lessons explore the lives of luminaries against the backdrop of history. Students recognize decisions heroes have made for themselves and begin to understand the life skills that enable ordinary people to do extraordinary things. Students will identify that a characteristic of all exceptional people is their perseverance in the face of adversity and their commitment to their goal or art.

In Paragon, character education goes beyond looking at the lives of individuals. Students will also examine indigenous cultural groups for character education. They will learn that tribal cultures value the whole group, rather than place emphasis on individuality. Students will see that indigenous peoples have well defined parameters on what is considered to be right behavior and they have a variety of ways to teach and reinforce the ideal, such as through storytelling, ritual, and ceremony. Students will learn about indigenous peoples through their stories, music, myth, art, and customs.

PARAGON ARTS ODYSSEY: GRADES 6-8

A Journey with Dual Paths

As with the K-5 Paragon program, the visual and performing arts will play a vital role in the Middle School Humanities program. The Middle School program will provide instruction in the Visual and Performing Arts in two tracks--Integration and Specialization.

The Path of Integration

The first track will be fully integrated into the Paragon Humanities program. It will include art lessons and activities in all four arts disciplines. These activities will relate directly to the topics studied. It will be taught by the regular classroom teacher, fully integrated into the interdisciplinary curriculum, and aligned with state and national standards in the arts, as outlined in National Standards for Arts Education- What Every Young American Should Know and Be Able to Do in the Arts, developed by the Consortium of National Arts Education Associations; Content Knowledge, A Compendium of Standards and Benchmarks for K-12 Education, by John S. Kendall and Robert J. Marzano (ASCD standards), and in the National Assessment for Education Process (NAEP).

The Path of Specialization

The second track will be a biweekly class on a specific art discipline taught by a Professional Artist-Educator. While the art discipline in each trimester correlates thematically to the social studies topic, the focus is on acquiring the skills, vocabulary, and knowledge of the art discipline itself. The regular classroom teacher and the Artist-Educator will work together to enable students to make connections between the arts and social studies in a way that goes beyond thematic connections. Students will understand the cognitive connections, the affective connections, the conceptual connections, the perceptual connections, and the critical connections. Although an art discipline is outlined for each trimester, e.g., African Music and Dance will be taught in the first trimester of the seventh grade, the specific discipline content will vary according to the talents of Artist-Educators available in the community.

- Students are exposed to the rigors of learning an artistic discipline over time, as taught by a practicing artist-educator.
- The regular classroom teacher understands the connections and correlations between the arts and other subjects.
- Pedagogy is developmentally appropriate.

In order to ensure quality, the Academy will utilize the resources of state and local arts councils and nearby universities to secure the best artist-educators. In order to help guide them, regular classroom teachers will have a Paragon Design Team Guide, "Creative Collaborations," that outlines how teachers and artist-educators effectively work together. There will also be in-services conducted by the Program Facilitators at each school.

This two-pronged approach to the arts in middle school will provide both breadth and depth. It will challenge students and help them to succeed as creative thinkers, life-long learners, and culturally literate communicators.

Why the Arts?

The school is committed to the visual and performing arts in middle school curriculum. It is well documented that including the arts in middle school contributes to higher grades, higher rates of retention in high school, higher test scores, and increased college enrollment. The importance of the arts is demonstrated in recent research. In SAT test scores, students with four or more years of arts education scored 59 points higher on the verbal portion of the test and 44 points higher on the math portion of the test (College Entrance Examination Board, 1995). Students studying and practicing the arts have grade point averages that are on average 10% higher than students who do not have the arts (UCLA School of Education, 1997).

Research studies have further suggested that arts education reduces the high school drop-out rate among at-risk students. Among at-risk adolescents, 50% surveyed have stated that arts courses were a strong positive influence to stay in school (Florida State University, 1990). Further studies have demonstrated positive linkages between the arts and reading, math, and writing skills. Elliot Eisner, Professor of Art and Education at Stanford University, has demonstrated through his research (1993) the interdependencies of arts education, the sciences, and economic growth.

The intrinsic value of the arts is evident. They are serious fields of learning that take a lifetime to master. Their practice requires focus, discipline, and intention. They provide challenges and can add immeasurably to quality of life. Works of art provide beauty and/or challenge our worldview; opening windows in our hearts and minds. Above all the arts allow us to express feelings, fulfill the inherent human need to create, and can help to find meaning in our lives.

The arts allow students to express feelings, fulfill their need to create, and can help students to find meaning in their lives. The arts promote life-long learning. Given the changing nature of the workplace in the next millennium, the ability to be a life-long learner may be one of the most important skills students can acquire. Technologies and jobs that do not today exist may be the norm in thirty years' time. Today's middle school students need to be prepared for those jobs -- whatever they may be! The performing arts are also good for developing interpersonal skills, communication skills, and collaboration skills -- all part of what Daniel Goleman calls Emotional Intelligence- and all skills that employers value.

Beyond this, the arts are inclusive in that they teach to the Multiple Intelligences. Instruction in the arts inherently uses Problem-based learning (PBL) and Active Research (AR), pedagogical methods that are especially effective in middle schools. The arts facilitate the development of skills in observation, attention, the ability to see relationships, understand spatial relationships, and the ability to recognize and invent patterns. Leaving the arts out of education omits cognitive development in crucial areas of the brain, "in effect shortchanging the mind" (Howard Gardner, 1988).

When the arts are well taught and integrated into a curriculum, the following overarching concepts are taught as well:

1. There are multiple correct answers to many questions.
2. The world is composed of complex systems.
3. Goals and objectives can change within a process.
4. Imagination is a crucial component of society and culture.
5. Understanding complex problems depends upon the ability to perceive the problem competently and make a series of judgments based on perception.
6. Language and numbers cannot fully express the range of human cognition.
7. Small differences can have large effects.
8. The process is as important, if not more than, the product.
9. The act of observation is necessary for any and all inquiry to begin.
10. Serious play is an effective mode for learning.
11. Perception is physical -the mind and the body are one.

Accessibility of the program

Because small schools work most effectively in educating children, the Academy will divide the larger school into smaller SchoolHouses of 75-150 students, comprised of students from each of the grade levels. Each SchoolHouse will feature a team of no more than seven teachers and tutors. Supplemental instructors and learning specialists will "float" between these SchoolHouses.

To enhance the family-school collaboration and to foster a stable environment conducive to social and academic mastery, the Academy will employ a Primary Care model in teaching grades 1-3 and 4-6. One teacher will serve as primary educator of a single class, moving with the children through the various grade levels. All teachers and tutors in each SchoolHouse will work together as a team to guide their respective students through the entire curriculum. Because all teachers will have experience with the full range of the curriculum, they will be able to collaborate on ideas for making historical eras come alive for their students by drawing contemporary analogies relevant to them.

Although students will master the curriculum content specific to their grade level, they will work with other students in their SchoolHouse for enrichment programs and for further developing math and reading skills.

The Academy will hire educators who believe that excellence derives from mastering details and comprehending concepts, rather than from natural ability or social privilege. Students will be expected to apply themselves in order to master materials fully and make the concepts their own. Tutorial assistance from the primary teacher, tutor and/or schoolmate will ensure that no one falls behind.

The Academy will not track children by ability, convinced by compelling evidence that early tracking typecasts children into polarized groups of winners and losers. For slower learners, consigned to watered-down curriculum, the judgment too often becomes a self-fulfilling prophecy. Instead teachers will compel all students to excel by concentrating on engaging every child in learning and by holding students to high standards. All students, including the best and brightest, will be stimulated and challenged by the Paragon Curriculum.

MICHIGAN GREAT START SCHOOL READINESS PROGRAM: PRE-SCHOOL

THE MONTESSORI CURRICULUM

This program is to be funded through the Michigan School Readiness Program (MSRP) for the 2008-2009 school year, which means there will be no cost to parents. The following is an outline of the education program and curriculum that will be utilized for this program.

The method of curriculum delivery will be based on the Montessori Philosophy which is a developmentally appropriate practice and is accepted by the Michigan School Readiness Program. Through this delivery, the children will be exposed to many aspects of education including math, language, science, geography and fine arts, as well as specific Montessori practices such as sensorial and practical life.

The Montessori approach offers a broad vision of education as an aid to life. It is designed to help children grow through the natural development of the child and by the natural curiosity and love for knowledge. This curriculum is skill, mastery and research based.

SECTION E

METHODS OF PUPIL ASSESSMENT

SCHEDULE 7e: METHODS OF PUPIL ASSESSMENT

The academic program for the Academy is designed to facilitate numerous learning strategies. Thus, the methods of student assessment will be varied in order to align with instructional approaches and individual learning activities in a given area. However, equal emphasis will be placed on mastery of "the basics" and on authentic assessment.

Each child will have a Personalized Student Learning Plan, jointly developed by the student, parent(s), and teacher. The learning plan outlines goals, details learning exercises and charts progress toward immediate and long-term improvement in student performance. This plan is created and maintained on-line, serving as a real-time report card and permitting highly reliable monitoring of student performance. The plan also affords easy retrieval of attendance, test and progress data.

In addition to the tests called for by the MEAP, the Academy will carry out its own multiple assessment program characterized by the following:

- Scantron testing as the Academy's annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration, as approved by the Charter Schools Office Director
- Criterion reference tests in Reading/Language, Arts, Mathematics, Science, and Social Studies
- Authentic assessments using portfolios-- print and videotape

These tests will be used to evaluate the effectiveness of the educational program in helping the students achieve desired outcomes, and in measuring student performance relative to national norms.

We will conduct on-going student assessments to collect qualitative and quantitative data to benchmark school performance against national and international standards.

Additionally, to verify that its students are mastering core competencies, the school will administer all standardized achievement tests utilized by the Genesee County Intermediate School District.

Technology

Our use of technology in class has the advantage of allowing frequent and convenient monitoring of the academic achievement of individual students, entire classes and the whole school. Thus, our most frequent assessment will be the weekly reports of student performance generated by the Integrated Learning System software.

Portfolio and Performance-Based Assessment

Portfolios: The Academy will rely heavily on student portfolios. These portfolios will document students' work, display a command of skills and content, and provide insight into the learning process over time. These portfolios will include a variety of student work samples, along with observations and evaluations of student learning and performance by the student, peers, school staff and parents.

Performance-based assessments: These assessments require students to actively solve problems and apply knowledge in production-driven learning activities. These activities may include science experiments, dramatic and oral presentations, video productions, research, etc. Each **Human Era** curricular unit will culminate in a collaborative production. Children can elect to perform a dramatic production such as *MacBeth*, with a group of students onstage, another group in costumes and set design, yet another in sound effects and lighting. Still another group of students can work together in promotions and marketing, designing a program with web site images and flyers with their own computer-generated designs. The possibilities are endless. Paragon serves as an invitation to teachers and students alike to identify and actualize the possibilities best suited to their unique talents and collaborative efforts.

Documentary assessments: These assessments involve organizing the information a teacher collects regarding a child's learning process and achievements. Interpretations of these assessments will be used to individualize curriculum and instruction. These methods of assessment are connected to students' lives and learning experiences and represents the real-world challenges they will face. In addition to authentic assessment strategies, more traditional teacher-developed tests will also be used. The Academy will administer the standardized tests used by the Flint Public School District to evaluate the effectiveness of the school's educational program on national norms, Michigan and ASCD standards.

BASIS FOR PROMOTION AND GRADUATION

The Academy believes that genuine self-esteem derives from a challenging job well done. To that end, our students will be promoted from one grade to the next only on the basis of mastery and application of knowledge and skills designated for a grade level. Each student will have a personal learning plan. Technology will provide an instructional management program to record student progress. In addition to the teacher, the student and his or her parents will have access to the student's academic and behavior record. We believe the effective assessment of progress should be available daily to students and parents. The school believes in multi-faceted assessment of students' work. Assessment will include the State assessment program, including standardized tests, criterion reference tests for the educational materials used, as well as portfolios and performances to provide authentic assessment of student work. We expect to demonstrate improved student achievement on all measures and will report these to the public.

After-school programs will be provided to students who need additional instructional assistance to keep pace with their peers. Properly trained teachers and/or instructional aides will supervise these tutorial sessions.

Promotion from one grade to the next grade will be based on mastery (70%) of predetermined academic knowledge and skills. The academic knowledge and skills in the educational program will be aligned with Michigan and ASCD curriculum standards. Care must be taken to ensure connectivity of academic knowledge and skills from one grade to the next. For example, first grade essential skills must connect with second grade readiness skills.

STUDENT INTERVENTION

Intervention will be provided in the classroom as well as after school for students. An early intervention is full-day kindergarten. Many students, especially from disadvantaged homes, have to make up for the lack of exposure to cultural activities, ranging from magazines and books in the home to attendance at cultural activities in the community. Students from disadvantaged homes often have phoneme deficiencies that hinder their language patterns and their readiness to read. Full day kindergarten, coupled with the longer school day and twenty additional school days, provides significant additional time for students to compensate for readiness for school, academically and socially.

An additional early intervention is the acknowledgment that kindergartners are at varying levels of maturity. To help students "mature" into academic activities, the school has adapted its kindergarten program to use many practices associated with Montessori education.

After school tutorials will be available to students identified by their teachers as needing additional instructional assistance in basic skills. The ISL technology-based program will provide students, their teachers and parents, with performance data in reading, language arts, mathematics, and science and with prescriptive instructional activities to overcome students' academic deficiencies. All students have access to this program.

Beyond these strategies, the school will provide seminars to educate parents in the academic content that their children will experience, will offer evening seminars for the community parents, students, staff, and interested citizens----to experience what students learn, especially through the paragon curriculum, and create a model to emphasize open communications between parents, staff, and students.

A direct correlation exists between student achievement and parental involvement in a child's education. The school must provide opportunities for parents to be actively involved in their children's education and in their children's school. Parents must know that they are welcome partners in their child's effort to exceed his or her potential.

SECTION F

APPLICATION AND ENROLLMENT OF STUDENTS

Application and Enrollment Requirements

Richfield Academy

Enrollment Limits

The Academy will offer pre-school through eighth grade. The maximum enrollment shall be 675 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

Richfield 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

Richfield Academy

Re-enrolling Students

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

Application and Enrollment Requirements

Richfield 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.

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SECTION G

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

SECTION 7g: SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

School Calendar

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

School Day Schedule

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

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SECTION H

AGE OR GRADE RANGE OF PUPILS

SECTION 7h: AGE OR GRADE RANGE OF PUPILS

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

Students of the Academy will be children who have reached the age of four (4) by December 1 of the current school year.

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			A DAY				B Day					
	Homeroom	1st Block	2nd Block		3rd Block	4th Block	1st Block	2nd Block		3rd Block	4th Block	
Subjects	REGULAR DAY	(15 min) 8:10-8:25	8:28 9:42 (74MIN)	9:45-11:36 (90MIN)		11:36 - 1:33 w/Lunch	1:36 - 3:05	8:28 9:42 (74MIN)	9:45-11:36 (90MIN)		11:36 - 1:33 w/Lunch	1:36 - 3:05
6th ELA	Rebottaro	Homeroom	WIN (74)	Recess with Supports (20)	Advisory (35)	Planning	6th ELA	6th Special #2 (74)	Recess with Supports (20)	Advisory (35)	Planning	6th ELA
6th/7th Social Studies	GASSEL	Homeroom	WIN (74)	Recess with Supports (20)	Advisory (35)	Planning	6th Social Studies	6th Special #2 (74)	Recess with Supports (20)	Advisory (35)	Planning	6th Social Studies
6th/8th Math	McRae	Homeroom	WIN (74)	Recess with Supports (20)	Advisory (35)	Planning	6th Math (High)	6th Special #2 (74)	Recess with Supports (20)	Advisory (35)	Planning	6th Math (Med)
6th/8th - Math/Science	POCHMARA	Homeroom	WIN (74)	Recess with Supports (20)	Advisory (35)	Planning	6th Science	8th Special #2 (74)	Recess with Supports (20)	Advisory (35)	Planning	8th MATH (Low)
7th ELA	BENDER	Homeroom	WIN (74)	Advisory (35)	Planning		7th ELA	Special #2 (74)	Advisory (35)	Planning		7th ELA
7th Math	DAUNT	Homeroom	WIN (74)	Advisory (35)	Planning	7th MATH (High)	7th MATH (Med)	Special #2 (74)	Advisory (35)	Planning	7th Math (Low)	7th Math (really low)
6th/7th Science	DAVIS	Homeroom	WIN (74)	Advisory (35)	Planning	7th SCIENCE	7th SCIENCE	Special #2 (74)	Advisory (35)	Planning	7th SCIENCE	6th SCIENCE

7th/8th SS	MORSE	506	Homeroom	WIN (74)	Planning	Recess with Supports (20)	Advisory (35)	8th Social Studies	8th Social Studies	Special #2 (74)	Planning	Recess with Supports (20)	Advisory (35)	7th Social Studies	8th Social Studies
6th/8th Science	SOLA	508	Homeroom	WIN (74)	Planning	Recess with Supports (20)	Advisory (35)	8th SCIENCE	8th SCIENCE	Special #2 (74)	Planning	Recess with Supports (20)	Advisory (35)	8th SCIENCE	6th SCIENCE
8th ELA/6th SS	CUMMIN	504	Homeroom	WIN (74)	Planning	Recess with Supports (20)	Advisory (35)	8th ELA	6th Social Studies	Special #2 (74)	Planning	Recess with Supports (20)	Advisory (35)	8th ELA	8th ELA
Special Ed	Wermuth	505	Homeroom		Planning	Special Ed Case Load & LL with MS Students = Push in/ Pull Out		Special Ed Case Load & LL with MS Students = Push in/ Pull Out			Planning	Special Ed Case Load & LL with MS Students = Push in/ Pull Out		Special Ed Case Load & LL with MS Students = Push in/ Pull Out	
Special Ed	HAMPTON	505	Homeroom			Planning		Special Ed Case Load & LL with MS Students = Push in/ Pull Out				Planning		Special Ed Case Load & LL with MS Students = Push in/ Pull Out	
ESL	WILLIAMS	503	Homeroom - You have a 8th gr HR	TBD	8TH Spanish	7TH Spanish	6TH Spanish	ESL /Lunch	ESL	TBD	8TH Spanish	7TH Spanish	6TH Spanish	ESL /Lunch	ESL
Music	Hieshette	301			8TH Music	7TH Music	6TH Music				8TH Music	7TH Music	6TH Music		
Art	Page	303			8TH Art	7TH Art	6TH Art				8TH Art	7TH Art	6TH Art		
GYM	England	Gym			8TH Gym	7TH Gym	6TH Gym				8TH Gym	7TH Gym	6TH Gym		

[illegible]