

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

**LEELANAU MONTESSORI PUBLIC SCHOOL ACADEMY
(A PUBLIC SCHOOL ACADEMY)**

July 1, 2018

TABLE OF CONTENTS

Contract Documents

Tab

Resolution Authorizing the Academy and Establishing the Method of Selection, Length of Term, and Number of Members of Board of Directors	A
Terms and Conditions of Contract.....	B
Contract Schedules.....	C
Schedule 1: Articles of Incorporation	1
Schedule 2: Bylaws.....	2
Schedule 3: Fiscal Agent Agreement.....	3
Schedule 4: Oversight Agreement	4
Schedule 5: Description of Staff Responsibilities	5
Schedule 6: Physical Plant Description	6
Schedule 7: Required Information for Public School Academy	7
• Section a: Governance Structure	a
• Section b: Educational Goals	b
• Section c: Educational Programs.....	c
• Section d: Curriculum.....	d
• Section e: Methods of Pupil Assessment	e

TABLE OF CONTENTS
(cont.)

Schedule 7: Required Information for Public School Academy7

- Section f:
Application and Enrollment
of Studentsf
- Section g:
School Calendar and
School Day Schedule.....g
- Section h:
Age or Grade Range
of Pupils.....h

Tab A

RESOLUTION

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 Lukins, Secretary

Dated: January 20, 2012

Public School Academy Board of Director Method of Selection

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

Method of Selection and Appointment

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

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

Dated: January 20, 2012

Length of Term

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

Number of Directors

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

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

Qualifications of Members

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

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

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

Oath of Public Office

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

Dated: January 20, 2012

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

Removal and Suspension

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

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

Tenure

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

Resignation

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

Board Vacancies

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

Compensation

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

Dated: January 20, 2012

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

Dated: January 20, 2012

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

RESOLUTION NO. 17-104

**Approval of Charter School Application for Leelanau Montessori Public School Academy,
Selection of Initial Board Members, Authorization to Organize
and Consideration of Issuance of a Public School Academy Contract**

WHEREAS, the Michigan Legislature has provided for the establishment of public school academies as part of the Michigan public school system by enacting Act No. 362 of the public Acts of 1993; and

WHEREAS, according to this legislation, the Bay Mills Community College Board of Regents ("College Board"), as the governing body of a tribally controlled community college, is an authorizing body empowered to issue contracts to organize and operate public school academies; and

WHEREAS, the Michigan Legislature has mandated that public school academy contracts be issued on a competitive basis taking into consideration the resources available for the proposed public school academy, the population to be served by the proposed public school academy, the educational goals to be achieved by the proposed public school academy; and

WHEREAS, the College Board has adopted a Resolution 12-01, providing for a method of selection, length of term, number of members, and other relevant provisions governing the operation of public school academies as is required by law; and

WHEREAS, the College Board, having received an application from Leelanau Montessori Public School Academy for organizing a public school academy as well as the qualifications of potential board members the College Board and/or its designee having reviewed the application and potential board member qualifications according to the provisions set forth by the Michigan Legislature;

NOW, THEREFORE, BE IT RESOLVED:

1. That the Academy's application, submitted under the Revised School Code, meets the College Board's requirements and the requirements of applicable law is therefore approved;
2. The College Board declares that the method of selection, length of term, and number of board members shall be as follows:
 - A. Method of Selection and Appointment. The College Board shall prescribe the methods of appointment for members of an academy's board of directors. The College Charter Schools Director (the "CSO Director") is authorized to develop and administer an academy board selection and appointment process that includes an *Application for Academy Board Appointment* and is in accord with these policies:
 - (i) The College Board shall appoint the initial and subsequent academy board of directors by resolution. The CSO Director shall thereafter

recommend nominees to the College Board based upon a review of the *Application for Academy Board Appointment*.

- (ii) The academy board of directors, by resolution and majority vote, shall nominate its subsequent members, except as provided otherwise. The academy board of directors shall recommend to the College Board at least one nominee for each vacancy. Nominees shall submit the *Application for Academy Board Appointment* for review by the CSO Director. The College Board shall appoint the subsequent members of the academy board of directors by resolution, except as prescribed by subparagraph A (iv) of this resolution.
 - (iii) An individual appointed to fill a vacancy created other than by the expiration of a term shall be appointed for the unexpired term of that vacant position.
 - (iv) Under exigent conditions, and with the approval of the College Board's president, the CSO Director may appoint a qualified individual to an academy's board of directors. 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 this provision.
- B. Length of Term. The term of each position of the academy board of directors shall be for a period of three (3) years, except the terms of the initial positions of the academy board of directors which shall be staggered in accordance with the policies established and administered by the CSO Director. All appointments shall be for a period of three (3) years, except appointments made to fill the positions of the initial academy board of directors and an appointment made to complete the unexpired term of a vacant position.
- C. Number of Directors. The number of member positions on the academy board of directors shall not be less than five (5) nor more than nine (9). If the academy board of directors fails to maintain its full membership by making appropriate and timely nominations, the College Board or its designee may deem that failure an exigent condition.
- D. Prerequisite Qualifications of Members. Before individuals become members of an academy's board of directors, the nominee must: (a) be recommended by a resolution and majority vote of the academy board, except as prescribed in subparagraph A(iv) of this; (b) submit the *Application for Academy Board Appointment* which must include authorization to process a criminal background check; (c) be recommended for appointment by the CSO Director; (d) be appointed by the College Board or its designee; (e) take the oath of office; (f) sign and file the *Oath of Public Office* with the CSO Director. Prerequisite qualifications (a), (b), and (c) shall not apply to the initial board of directors.

The members of an academy board of directors shall not include: (a) employees of the academy; (b) any director, officer, or employee of a service provider or management company that contracts with the academy; (c) any Bay Mills Community College official or employee, as a representative of the Bay Mills Community College Board of Regents.

- E. Oath and Acceptance of Public Office – All members of the Academy Board must take the constitutional oath of public office and file an acceptance of office in a form prescribed by the office of the CSO Director. A person appointed to membership on the Academy Board shall be administered the oath at an Academy Board meeting by an existing Academy Board member or other public official.
- F. Removal of Members – Any academy board member may be removed by two-thirds (2/3) vote of the academy board or as directed by the College Board.
- G. Initial Members of the Academy Board – The College Board appoints the following persons to serve as the initial members of the Academy Board for the designated term of office set forth below:

Emily Miezio 10351 East Solem Road Suttons Bay, MI 49682	3 Year Term
--	-------------

Sarah Bordeaux 8235 East Obrien Road Lake Leelanau, MI 49653	3 Year Term
--	-------------

Alicia Evans 623 N. St. Joseph Suttons Bay, MI 49682	3 Year Term
--	-------------

Thomas McConnell 66 Highland Drive Lake Leelanau, MI 49653	2 Year Term
--	-------------

Colleen Macdonald 9773 E. Valley Hills Dr. Traverse City, MI 49684	2 Year Term
--	-------------

William Chaney 4574 South Bay Valley Drive Suttons Bay, MI 49682	2 Year Term
--	-------------

Sarah Lutke 658 S. West Bay Shore Drive Suttons Bay, MI 49682	1 Year Term
---	-------------

Samantha Bennett
4410 S. Forthill Dr.
Suttons Bay, MI 49682

1 Year Term

3. The College Board approves and authorizes the execution of a contract to charter a public school academy to the Academy not to exceed a term of eight (8) years and authorizes the CSO Director to issue a contract to charter a public school academy and related documents to the Academy, provided that, before execution of the Contract, the CSO Director affirms that:
- A. 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 Applicable Law;
 - B. the Academy has submitted all due diligence required by the CSO Director and the College Board's legal counsel and the CSO Director is satisfied that the Academy will be able to operate successfully;
 - C. the Academy has identified and secured a facility deemed appropriate by the CSO Director; and
 - D. the Contract is substantially similar to previous charter contracts approved by the College Board, with the only changes being those: (i) that are consistent with the Application; or (ii) made by the CSO Director, in consultation with the College Board's legal counsel that are in the best interest of the College Board.
4. This resolution shall be incorporated in and made part of the Contract.

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 15th day of September, 2017 with a vote of 5 for, 0 opposed, and 1 abstaining.

By: _____

Randy Touchtone, Secretary

Tab B

**CONTRACT TERMS
AND CONDITIONS**

TERMS AND CONDITIONS

OF CONTRACT

DATED: JULY 1, 2018

ISSUED BY

THE BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS

TO

LEELANAU MONTESSORI

CONFIRMING THE STATUS OF

LEELANAU MONTESSORI

AS A

MICHIGAN PUBLIC SCHOOL ACADEMY

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS

Section 1.1.	Certain Definitions.....	1
Section 1.2.	Captions	5
Section 1.3.	Gender and Number.....	5
Section 1.4.	Statutory Definitions.....	5
Section 1.5.	Schedules	5
Section 1.6.	Application.....	5
Section 1.7.	Conflicting Contract Provisions.....	5

ARTICLE II

RELATIONSHIP BETWEEN THE ACADEMY AND THE COLLEGE BOARD

Section 2.1.	Independent Status of Bay Mills Community College	5
Section 2.2.	Independent Status of the Academy	6
Section 2.3.	Financial Obligations of the Academy Are Separate From the State of Michigan, College Board and the College.....	6
Section 2.4.	Academy Has No Power To Obligate or Bind State of Michigan, the College Board or the College.....	6

ARTICLE III

ROLE OF THE COLLEGE BOARD AS AUTHORIZING BODY

Section 3.1.	College Board Resolutions	6
Section 3.2.	College Board as Fiscal Agent for the Academy.....	6
Section 3.3.	Oversight Responsibilities of the College Board.....	7
Section 3.4.	Reimbursement of College Board Expenses.....	7
Section 3.5.	College Board Approval of Condemnation	7
Section 3.6.	Authorization of Employment	7
Section 3.7.	Code Requirements for College Board to Act as Authorizing Body.....	7
Section 3.8.	College Board Subject to Open Meetings Act.....	8
Section 3.9.	College Board Authorizing Body Activities Subject to Freedom of Information Act.....	8
Section 3.10.	College Board Review of Certain Financing Transactions.....	8
Section 3.11.	Authorizing Body Contract Authorization Process	8
Section 3.12.	College Board's Invitation to Academy to Apply For Conversion to Schools of Excellence	9

ARTICLE IV

REQUIREMENT THAT THE ACADEMY ACT SOLELY AS GOVERNMENTAL ENTITY

Section 4.1.	Limitation on Actions in Performance of Governmental Functions.....	9
Section 4.2.	Other Permitted Activities	9
Section 4.3.	Academy Board Members Serve In Their Individual Capacity.....	9
Section 4.4.	Incompatible Public Offices and Conflicts of Interest Statutes	9
Section 4.5.	Prohibition of Identified Family Relationships.....	10
Section 4.6.	Dual Employment Positions Prohibited.....	11
Section 4.7.	Oath of Public Office	11

ARTICLE V

CORPORATE STRUCTURE OF THE ACADEMY

Section 5.1.	Nonprofit Corporation	11
Section 5.2.	Articles of Incorporation.....	11
Section 5.3.	Bylaws.....	11
Section 5.4.	Quorum	11

ARTICLE VI

OPERATING REQUIREMENTS

Section 6.1.	Governance Structure.....	11
Section 6.2.	Educational Goals	12
Section 6.3.	Educational Programs	12
Section 6.4.	Curriculum	12
Section 6.5.	Method of Pupil Assessment	12
Section 6.6.	Application and Enrollment of Students.....	12
Section 6.7.	School Calendar and School Day Schedule.....	12
Section 6.8.	Age or Grade Range of Pupils	12
Section 6.9.	Collective Bargaining Agreements	13
Section 6.10.	Accounting Standards	13
Section 6.11.	Annual Financial Statement Audit.....	13
Section 6.12.	Address and Description of Physical Plant; Process for Expanding Academy's Site Operations.....	13
Section 6.13.	Contributions and Fund Raising	13
Section 6.14.	Disqualified Organizational or Contractual Affiliations.....	14
Section 6.15.	Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Targeted Educational Outcomes.....	14
Section 6.16.	Matriculation Agreements	14
Section 6.17.	Postings of Accreditation Status	14
Section 6.18.	Academy Site Is Former Site of Closed Community District School; State School Reform/Redesign Officer Approval Required.....	14

Section 6.19.	Section 6.19. New Public School Academies Located Within The Boundaries of A Community District.	14
Section 6.20.	Community District Accountability Plan.....	15

ARTICLE VII

TUITION PROHIBITED

Section 7.1.	Tuition Prohibited; Fees and Expenses.....	15
--------------	--	----

ARTICLE VIII

COMPLIANCE WITH APPLICABLE LAWS

Section 8.1.	Compliance with Applicable Law	15
--------------	--------------------------------------	----

ARTICLE IX

AMENDMENT

Section 9.1.	Amendments	15
Section 9.2.	Process for Amendment Initiated by the Academy	16
Section 9.3.	Process for Amendment Initiated by the College Board	16
Section 9.4.	Final Approval of Amendments.....	16
Section 9.5.	Change in Existing Law.....	16
Section 9.6.	Emergency Action on Behalf of College Board	16

ARTICLE X

CONTRACT TERMINATION, SUSPENSION, AND REVOCATION

Section 10.1.	Statutory Grounds for Revocation	17
Section 10.2.	Other Grounds for Revocation.....	17
Section 10.3.	Automatic Amendment Of Contract; Automatic Termination of Contract If All Academy Sites Closed Or Placed In State School Reform/Redesign District; Economic Hardship Termination.....	18
Section 10.4.	Material Breach of Contract; Termination of Contract By College Board Caused By State School Reform/Redesign Officer Order	19
Section 10.5.	Grounds and Procedures for Academy Termination of Contract	20
Section 10.6.	Grounds and Procedures for College Termination of Contract	20
Section 10.7.	College Board Procedures for Revoking Contract.....	20
Section 10.8.	Contract Suspension.....	23
Section 10.9.	Venue; Jurisdiction	24
Section 10.10.	Appointment of Conservator/Trustee	24
Section 10.11.	Academy Dissolution Account	25

ARTICLE XI

PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

Section 11.1. The Academy Budget; Transmittal of Budgetary Assumptions; Budget Deficit; Enhanced Deficit Elimination Plan.....	25
Section 11.2. Insurance.....	27
Section 11.3. Legal Liabilities and Covenant Against Suit	32
Section 11.4. Lease or Deed for Proposed Single Site	32
Section 11.5. Occupancy and Safety Certificates	32
Section 11.6. Criminal Background and History Checks; Disclosure of Unprofessional Conduct; Compliance with School Safety Initiative	33
Section 11.7. Special Education.....	33
Section 11.8. Deposit of Public Funds by the Academy.....	33
Section 11.9. Nonessential Elective Courses	33
Section 11.10. Required Provisions for ESP Agreements	33
Section 11.11. Management Agreements	35
Section 11.12. Administrator and Teacher Evaluation Systems.....	35

ARTICLE XII

GENERAL TERMS

Section 12.1. Notices	35
Section 12.2. Severability	36
Section 12.3. Successors and Assigns.....	36
Section 12.4. Entire Contract.....	36
Section 12.5. Assignment	36
Section 12.6. Non Waiver.....	36
Section 12.7. Governing Law	37
Section 12.8. Counterparts.....	37
Section 12.9. Term of Contract.....	37
Section 12.10. Indemnification.....	37
Section 12.11. Construction.....	37
Section 12.12. Force Majeure	37
Section 12.13. No Third Party Rights.....	37
Section 12.14. Non-agency.....	38
Section 12.15. College Board or CSO General Policies on Public School Academies Shall Apply.....	38
Section 12.16. Survival of Provisions.....	38
Section 12.17. Information Available to the Public.....	38
Section 12.18. Termination of Responsibilities.....	38
Section 12.19. Disposition of Academy Assets Upon Termination or Revocation of Contract.	39
Section 12.20. Student Privacy	39
Section 12.21. Disclosure of Information to Parents and Legal Guardians.....	39

Section 12.22. List of Uses for Student Directory Information; Opt Out Form;
Notice to Student’s Parent or Legal Guardian 40

Section 12.23. Partnership Agreement..... 41

Section 12.24. Data Breach Response Plan 41

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 Leelanau Montessori which is established as a public school academy pursuant to this Contract.
- (b) "Academy Board" means the Board of Directors of the Academy.
- (c) "Accountability Plan" means a Community District accountability plan established, implemented and administered by the State School Reform/Redesign Officer under section 390 of the Code, MCL 380.390.
- (d) "Applicable Law" means all state and federal law applicable to public school academies.

- (e) “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.
- (f) “Authorizing Resolution” means the Resolutions adopted by the College Board on September 15, 2017.
- (g) “Charter Schools Office Director” or “CSO Director” means the person designated by the College Board to administer the operations of the Charter Schools Office.
- (h) “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.
- (i) “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.
- (j) “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.
- (k) “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.
- (l) “College Board Chairperson” means the Chairperson of the Bay Mills Community College Board of Regents or his or her designee. In Section 1.1(m) below, “College Board Chairperson” means the Board Chairperson of the Bay Mills Community College Board of Regents.
- (m) “College Charter Schools Hearing Panel” or “Hearing Panel” means such person(s) as designated by the College Board Chairperson.
- (n) “Community District” means a community school district created under part 5B of the Code, MCL 380.381 et seq.
- (o) “Conservator” means the individual appointed by the College President in accordance with Section 10.10 of these Terms and Conditions.

- (p) “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.
- (q) “Director” means a person who is a member of the Academy Board of Directors.
- (r) “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.
- (s) “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.
- (t) “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.
- (u) “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.
- (v) “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.

- (w) “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.
- (x) “President” means the President of Bay Mills Community College or his or her designee.
- (y) “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.
- (z) “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, Schedule 7: Required Information for Public School Academies and Schedule 8: Partnership Agreement.
- (aa) “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.
- (bb) “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.
- (cc) “State School Reform/Redesign Officer” means the officer described in Section 1280c(9) of the Code, MCL 380.1280c(9), and authorized to act as the superintendent of the State School Reform/Redesign District under Section 1280c(6)(b) of the Code, MCL 380.1280c(6)(b).
- (dd) “Superintendent” means the Michigan Superintendent of Public Instruction.

- (ee) “Terms and Conditions” means this document entitled “Terms and Conditions of Contract, Dated July 1, 2018, Issued by the Bay Mills Community College Board of Regents to Leelanau Montessori Confirming the Status of Leelanau Montessori 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 State School Reform/Redesign Officer 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 as set by the Authorizing Resolution.

ARTICLE VI

OPERATING REQUIREMENTS

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

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

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

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

Section 6.5. Method of Pupil Assessment. The Academy shall evaluate pupils' work based on the assessment strategies identified in Schedule 7e. To the extent applicable, pupil performance at the Academy shall be assessed using 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. Academy Site Is Former Site of Closed Community District School; State School Reform/Redesign Officer Approval Required. If the Academy's proposed site is located within the geographical boundaries of a Community District and is a site that was a former site of a Community District school closed by the State School Reform/Redesign Office within the last 3 school years, then the College Board shall not issue the Contract unless (a) the new Academy site has a substantially different leadership structure and curricular offering than the previous Community District school that operated at the site; and (b) the State School Reform/Redesign Officer has approved the Academy's use of the site. A copy of the State School Reform/Redesign Officer's approval shall be provided to the Charter Schools Office as part of the Application process.

Section 6.19. Section 6.19. New Public School Academies Located Within The Boundaries of A Community District. If the circumstances listed below in (a) and (b) or (c) apply to the Academy's site, 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 will have 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), of the public schools in this State that the State School Reform/ Redesign Office has determined to be among the lowest achieving 5% of all public schools; or (ii) has been on the list during the immediately preceding 3 school years.

(b) If an Accountability Plan has been in effect for at least 3 full school years, the Academy's proposed site is at the same location as a public school that has been assigned a grade of "F" under the Accountability Plan for 3 of the preceding 5 school years; or

(c) 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.

Section 6.20. Community District Accountability Plan. If any part of the Academy's proposed site is located within the geographical boundaries of a Community District, then the Academy shall comply with the Accountability Plan. This provision shall not apply if a statewide accountability system is enacted into law replacing the Accountability Plan.

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 Relation Act, the Prevailing Wage on State Contracts statute, the Uniform Budgeting and Accounting Act, the Revised Municipal Finance Act of 2001, the Elliott-Larsen Civil Rights Act, , the Michigan Handicappers' 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. Additionally, the Academy shall comply with other state and federal laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other state or federal law to the Academy.

ARTICLE IX

AMENDMENT

Section 9.1. Amendments. The College Board and the Academy acknowledge that the operation and administration of a public school academy and the improvement of educational

outcomes over time will require amendment of this Contract. In order to assure a proper balance between the need for independent development of the Academy and the statutory responsibilities of the College Board as an authorizing body, the parties have established a flexible process for amending this Contract.

Section 9.2. Process for Amendment Initiated by the Academy. The Academy, by a majority vote of its Board of Directors, may, at any time, propose specific changes in this Contract or may propose a meeting to discuss potential revision of this Contract. The proposal will be made to the College Board through its designee. Except as provided in Section 6.12 of these Terms and Conditions, the College Board delegates to the CSO Director the review and approval of changes or amendments to this Contract. In the event that a proposed change is not accepted by the CSO Director, the College Board 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 10.7, 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 10.7, 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 Or Placed In State School Reform/Redesign District; Economic Hardship Termination.

Except as otherwise provided in this Section 10.3, if the College Board is notified by the State School Reform/Redesign Officer that either (i) an Academy site is subject to closure under section 507 of the Code, MCL 380.507 ("State's Automatic Closure Notice"), or (ii) an Academy site is being placed in the State School Reform/Redesign District ("State's Reform District Notice") pursuant to section 1280c(6) of the Code, MCL 380.1280c(6), 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 or the State's Reform District Notice. If the State's Automatic Closure Notice or State's Reform District 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 or the State's Reform District Notice is received without any further action of the College Board or the Academy.

If the Charter Schools Office Director determines, in his or her discretion, that either the closure of one or more sites, or the placement of one or more sites in the State School Reform/Redesign District, creates a significant economic hardship for the Academy as a going concern, then the Charter Schools Office Director may recommend to the College Board that the Contract be terminated at the end of the current school year (hereinafter "Economic Hardship Termination"). If the College Board approves the Economic Hardship Termination

recommendation, then this Contract shall terminate at the end of the current school year without any further action of the parties. The College Board's revocation procedures set forth in Section 10.7(c) do not apply to an automatic termination initiated by the State's Automatic Closure Notice, the State's Reform District Notice, or an Economic Hardship Termination under this Section 10.3.

Following receipt of the State's Automatic Closure Notice or the State's Reform District 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 or the State's Reform District Notice, including the granting of any hardship exemption rescinding the State's Automatic Closure Notice, shall be directed to the State School Reform/Redesign Officer, in a form and manner determined by the State School Reform/Redesign Office or the Michigan Department of Technology Management and Budget.

If the State School Reform/Redesign Officer rescinds the State's Automatic Closure Notice or the State's Reform District Notice for an Academy site or sites, 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 State School Reform/Redesign Officer's school improvement plan, if applicable, for the identified site(s).

Section 10.4. Material Breach of Contract; Termination of Contract By College Board Caused By State School Reform/Redesign Officer Order. If the College Board receives notice that (i) an order has been issued by the State School Reform/Redesign Officer under Section 1280c(2) of the Code, MCL 380.1280c(2), placing an Academy site or sites under the supervision of the State School Reform/Redesign Officer; or (ii) an order is issued by the State School Reform/Redesign Officer appointing a Chief Executive Officer to take control of an Academy site or sites pursuant to Section 1280c(7) of the Code, MCL 380.1280c(7), the Charter Schools Office Director may, at his or her discretion, deem such actions a material breach of this Contract. If the Charter Schools Office Director determines that the issuance of such an order constitutes a material breach of this Contract, the Charter Schools Office Director shall notify the Academy of the material breach and request a meeting with Academy Board representatives to discuss the matter. To remedy the material breach, the Academy shall work toward the development of a corrective action plan within thirty (30) days that is acceptable to the Charter Schools Office Director. In addition to other matters, the corrective action plan shall include the Academy's redesign plan, if applicable, prepared pursuant to section 1280c of the Code, MCL 380.1280c.

The development of a corrective action plan under this Section 10.4 shall not in any way limit the rights of the College Board to revoke, terminate, or suspend this Contract. If the Charter Schools Office Director determines that the Academy is unable to develop a corrective action plan that can remedy the material breach and that is acceptable to the College, the Charter Schools Office Director shall recommend that the College Board terminate the Contract at the end of the current school year. If the College Board approves to terminate the Contract under

this Section 10.4, the Contract shall be terminated at the end of the current school year without any further action of either party. If this Contract is terminated pursuant to this Section 10.4, the termination and revocation procedures in Section 10.6 and Section 10.7 shall not apply.

Section 10.5. 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 10.6. 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 10.6, the revocation procedures in Section 10.7 shall not apply.

Section 10.7. 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 10.7(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; or (iv) the appointment of a new Academy Board of Directors or a conservator/trustee to take over operations of the Academy.

Except as otherwise provided in this subsection, reconstitution of the Academy does not restrict the State School Reform/Redesign Officer from issuing an order under section 507 of the Code, MCL 380.507, directing the automatic closure of the Academy's site(s). If, however, the Academy is located within the boundaries of a Community District and an Accountability Plan is in place, the Charter Schools Office shall notify the State School Reform/Redesign Officer that the Plan of Correction includes a reconstitution of the Academy to ensure that the Academy is not subject to automatic closure by the State School Reform/Redesign Officer under section 507 of the Code, MCL 380.507.

(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 10.7(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 10.7(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 Michigan Department of Education.

(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 10.8. 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 10.7. 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 10.7 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, shall be retained by the College Board

for the Academy until the Contract is reinstated, or shall 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 10.7(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 10.7(f) through (h).

Section 10.9. 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 10.9. This Section 10.9 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 10.10. 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 10.11. 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 shall 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 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) As required, submit to the Superintendent and State Treasurer an enhanced monthly monitoring reports in a form and manner prescribed by the State Treasurer and post such monthly reports on the Academy's website.

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

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

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

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

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

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

Can be Claims Made or Occurrence form.

If Claims Made, retroactive date must be the same or before date of original College -

PSA/SDA/UHS/SOE Charter Contract. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE.

\$1,000,000 per occurrence & \$3,000,000 aggregate.

In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.

College must be included as an Additional Insured with Primary and Non-Contributory Coverage.

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

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

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

COVERAGE	REQUIREMENTS
Automobile Liability (AL) for Owned and Non-Owned Autos	<p>\$1,000,000 per accident.</p> <p>In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.</p> <p>College must be included as Additional Insured with Primary and Non-Contributory Coverage.</p>
See Umbrella section for higher limit	Higher limits are required if PSA/SDA/UHS/SOE has its own buses.
COVERAGE	REQUIREMENTS
Workers' Compensation	<p>Must be Occurrence form.</p> <p>Statutory Limits with \$1,000,000 Employers Liability Limits.</p>
Requirement for PSA/SDA/UHS/SOE when leasing employees from Educational Service Provider (ESP) or Management Firm (MF)	<p>NOTE: Must have Alternate Employer Endorsement from ESP/MF. Schedule PSA/SDA/UHS/SOE location on the ESP/MF Contract.</p> <p>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</p>
COVERAGE	REQUIREMENTS
Crime	<p>Must include Employee Dishonesty coverage.</p> <p>Must include third party coverage.</p> <p>\$500,000 limit.</p>
COVERAGE	REQUIREMENTS

Umbrella	Can be Claims Made or Occurrence form. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE.
	Umbrella is acceptable with a \$4,000,000 limit and aggregate. Also, an Umbrella policy with an unlimited aggregate is acceptable at a \$2,000,000
	If PSA/SDA/UHS/SOE has its own buses AND/OR has more than 1,000 students, must have MINIMUM \$5,000,000 per occurrence.
	If PSA/SDA/UHS/SOE purchases additional Umbrella limits to meet the \$1,000,000/\$3,000,000 for E&O then they must be in addition to the required Umbrella limit.
	In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.
	College must be included as Additional Insured with Primary and Non-Contributory Coverage.
	All coverages have to be included in the Umbrella that are in General Liability, Automobile and E&O.

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

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

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

ADDITIONAL RECOMMENDATIONS

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

DISCLAIMER:

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

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

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

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

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

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

Furthermore, if the Academy utilizes an Educational Service Provider, the following insurance requirements apply:

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 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.

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; Compliance with School Safety Initiative. 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 ESP 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, demands, 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 Education Service Provider] to perform its obligations under the Contract or Applicable Law. 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 Michigan Department of Education. 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 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 10.7 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 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 ESP 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 ESP 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.

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
P.O. Box 838
Suttons Bay, MI 49682

If to Academy Counsel:

Mark Clark
Traverse Legal PLC
810 Cottageview Dr., Ste. G20
Traverse City, MI 49684-2606

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 eight (8) years until June 30, 2026, unless sooner revoked or terminated according to the terms hereof.

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

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

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

Section 12.13. No Third Party Rights. This Contract is made for the sole benefit of the Academy and the College Board and no other person or entity, including without limitation, the Educational Service Provider. Except as otherwise provided, nothing in this Contract shall

create or be deemed to create a relationship between the parties hereto, or either of them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

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

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

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

Section 12.17. Information Available to the Public.

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

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

provision in the Academy's articles of incorporation or bylaws regarding the disposition of assets upon dissolution.

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

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

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

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

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

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

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

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

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

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

- (i) to the Department or CEPI;
- (ii) to the student's parent or legal guardian;

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

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

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

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

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

directory information in any of the Uses that have been opted out of in the opt-out form.

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

Section 12.23. Partnership Agreement. If an Academy site is listed as a Priority School on the list of lowest performing schools prepared by the Michigan Department of Education, and the Superintendent proposes a Partnership Agreement with the Academy, the Academy shall work with the Charter Schools Office to finalize an agreement that is acceptable to the Michigan Department of Education, the Academy and the Charter Schools Office. The Partnership Agreement shall be incorporated into this Contract by amendment pursuant to Article IX of these Terms and Conditions and shall be included as Schedule 8. The Contract amendment shall also include any other amendments to this Contract that are required to ensure the Partnership Agreement is consistent with this Contract.

Section 12.24. Data Breach Response Plan. Within one year after the effective date of this Contract, the Academy Board shall design and implement a comprehensive data breach response plan. The data breach response plan should be made available to Academy personnel and any Educational Service Provider contracting with the Academy. The data breach response plan should be updated periodically by the Academy Board to address changes in data threat assessments and changes in applicable state and federal privacy laws.

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

BAY MILLS COMMUNITY COLLEGE
BOARD OF REGENTS

By: Michael C. Parish
Michael Parish, College Board Designee

Date: July 1, 2018

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.

LEELANAU MONTESSORI

By: Sarah Borkaus
Sarah Borkaus Board President

Date: July 1, 2018

Tab C

CONTRACT SCHEDULES

Schedules

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

Tab 1

CONTRACT SCHEDULE 1

ARTICLES OF INCORPORATION

Michigan Department of Energy, Labor & Economic Growth

Filing Endorsement

This is to Certify that the ARTICLES OF INCORPORATION - NONPROFIT

for

LEELANAU MONTESSORI

ID NUMBER: 70825K

received by facsimile transmission on June 28, 2010 is hereby endorsed

Filed on June 28, 2010 by the Administrator.

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



*In testimony whereof, I have hereunto set my
hand and affixed the Seal of the Department,
in the City of Lansing, this 28TH day
of June, 2010.*



Director

Bureau of Commercial Services

MICHIGAN DEPARTMENT OF ENERGY, LABOR & ECONOMIC GROWTH
BUREAU OF COMMERCIAL SERVICES

Date Received	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.																		
<table border="1"> <tr> <td colspan="3">Name</td> </tr> <tr> <td colspan="3">Mark G. Clark - Traverse Legal, PLC</td> </tr> <tr> <td colspan="3">Address</td> </tr> <tr> <td colspan="3">810 Cottageview Drive, G-20</td> </tr> <tr> <td>City</td> <td>State</td> <td>ZIP Code</td> </tr> <tr> <td>Traverse City</td> <td>MI</td> <td>49684</td> </tr> </table>		Name			Mark G. Clark - Traverse Legal, PLC			Address			810 Cottageview Drive, G-20			City	State	ZIP Code	Traverse City	MI	49684
Name																			
Mark G. Clark - Traverse Legal, PLC																			
Address																			
810 Cottageview Drive, G-20																			
City	State	ZIP Code																	
Traverse City	MI	49684																	

EFFECTIVE DATE:

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

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

The name of the corporation is:

Leelanau Montessori

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

See Attached.

1. The corporation is organized upon a non-stock basis.
(Stock or Nonstock)

2. If organized on a stock basis, the total number of shares which the corporation has authority to issue is

_____. If the shares are, or are to be, divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences and limitations of the shares of each class are as follows:

ARTICLE III (cont.)

3. a. If organized on a nonstock basis, the description and value of its real property assets are: (if none, insert "none")
None
- b. The description and value of its personal property assets are: (if none, insert "none")
None
- c. The corporation is to be financed under the following general plan:
(see below)
- d. The corporation is organized on a _____ Directorship _____ basis.
(Membership or Directorship)

ARTICLE IV

1. The name of the resident agent at the registered office is:
Lee G. Grant
2. The address of its registered office in Michigan is:
Leelanau Montessori, 310 Elm St. Suttons Bay Michigan 49682
(Street Address) (City) (ZIP Code)
3. The mailing address of the registered office in Michigan if different than above:
Leelanau Montessori, P.O. Box 838, Suttons Bay, Michigan 49682
(Street Address or PO Box) (City) (ZIP Code)

ARTICLE V

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name

Residence or Business Address

Linda S. Dean	712 N. Dockside G-6 Suttons Bay MI 49682
Charles E. Dickinson	632 S. Stony Pt. Rd. Suttons Bay, MI 49682
Patrick M. McCool	386 W. Jefferson Suttons Bay, MI 49682
Lee G. Grant	5491 S. Lake Leelanau Dr. Traverse City, MI
Kate Fairman	3323 Winbene Ln. Cedar, MI 49621

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

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 Michigan Revised School Code (the "Code"), as amended, MCL 380.501 et seq, the undersigned public school academy executes the following Articles of Incorporation.

ARTICLE II

The name of the public school academy is: Leelanau Montessori
The authorizing body for the academy is the Suttons Bay School District.

1. The academy is organized for the purposes of operating as a public school academy in the State of Michigan pursuant to Part 6A of the Revised School Code.
2. The academy, 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 academy 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 school organized under the laws of the State of Michigan and subject to a contract between the school and its authorizing body allowing the school to operate as a public school academy as authorized under the Code.
3. Additionally, the academy is organized for the purpose of:
 - a. Improving pupil achievement for all pupils at the elementary school level, Kindergarten-6th grade
 - b. Stimulating innovative teaching methods using the Montessori method.
 - c. Creating new professional opportunities for guides (teachers) in a learning environment where the educational program can be designed and managed by guides at the school site level.
 - d. Achieving school accountability outcomes by placing full responsibility for performance at the school site level.
 - e. Providing parents and pupils with greater choices among public schools.

(Continuation of Articles - See attached additional pages.)

I, (We), the incorporator(s) sign my (our) name(s) this 28 day of June, 2010

Lee J. Grant

Dunde S. Dean

Kate J.

Fatih M. McBoal

Charles E. Dickinson

ARTICLE III (continued)

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

1. State school aid payments received pursuant to the State School Aid Act of 1979 or any successor law;
2. Federal Funds;
3. Donations;
4. Fees and charges permitted to be charged by public school academies; and
5. Other funds lawfully received.

ARTICLE VI

The academy is a governmental entity.

ARTICLE VII

No part of the net earnings of the academy shall inure to the benefit of or be distributable to its directors, officers or other private persons, or organizations organized and operate for profit (except that the academy shall be authorized and empowered by 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 provisions of these Articles, the academy 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.

Except as otherwise provided by law, upon the dissolution of the academy, the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of the academy, dispose of all of the assets of the academy to the Suttons Bay Public Schools Board of Education, or to such other governmental entities who are organized for similar purposes as set forth in Article II.

ARTICLE VIII

The academy and its incorporators, members of its Board of Directors, officers, employees, and volunteers have governmental immunity as provided in Section 7 of Act No. 170 of the Public Acts of 1964, as amended, being MCL 691.1407.

ARTICLE IX

These Articles of Incorporation shall not be amended except by the Board of Education, as follows:

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

The School District, or an authorized designee, may, at any time, propose specific changes to the Articles of Incorporation or may propose a meeting to discuss potential revision. The academy Board of Directors may delegate to an officer of the Academy the review and negotiation of changes or amendments to the Articles of Incorporation. These Articles of Incorporation shall be amended as requested by the School District upon a majority vote of the academy's Board of Directors.

ARTICLE X

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

ARTICLE XI

The academy shall comply with all state and federal law applicable to public schools concerning church-state issues. To the extent disqualified under the federal or state constitution, 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.

These Articles of Incorporation shall become effective upon filing. However, the academy shall not carry out the purposes set forth in Article II unless the School Board issues to the academy a contract to operate as a public school academy, and the contract is executed by both the academy and the School Board.

Tab 2

CONTRACT SCHEDULE 2

BYLAWS

#BYLAWS

TABLE OF CONTENTS

Leelanau Montessori

	Page
Article I. - Name	4
Article II. - Form of Academy	4
Article III. - Offices	4
1. Principal Office	4
2. Registered Office	4
Article IV. - Board of Directors	4
1. General Powers	4
2. Method of Selection and Appointment	5
3. Length of Term	5
4. Number of Directors	5
5. Prerequisite Qualifications of Members	5
6. Oath of Public Office	6
7. Tenure	6
8. Removal	6
9. Resignation	6
10. Board Vacancies	6
11. Compensation	6
Article V. - Meetings	6
1. Annual and Regular Meetings	6
2. Special Meetings	7
3. Notice; Waiver	7
4. Quorum	7
5. Manner of Acting	7
6. Open Meetings Act	8
7. Presumption of Assent	8
Article VI. - Committees	8
1. Committees	8
Article VII. Officers of the Board	9
1. Number	9
2. Election and Term of Office	9
3. Removal	9

4. Vacancies	9
5. President.....	9
6. Vice-President.....	10
7. Secretary	10
8. Treasurer	10
9. Assistants and Acting Officers.....	10
10. Salaries.....	10
11. Filling More Than One Office	11
 Article VIII. Contracts, Loans, Checks and Deposits; Special Corporate Acts	11
1. Contracts	11
2. Loans.....	11
3. Checks, Drafts, etc.	11
4. Deposits.....	12
5. Voting of Gifted, Bequested or Transferred Securities Owned by this Corporation.....	12
6. Contracts Between Corporation and Related Persons	12
 Article IX. Indemnification.....	13
 Article X. Fiscal Year, Budget and Uniform Budgeting and Accounting	13
 Article XI. Seal	13
 XII. Amendments	13
 Article XIII. Terms and Conditions Definitions	14
 Certification.....	14

BYLAWS OF Leelanau Montessori

ARTICLE I

Leelanau Montessori

This organization shall be called Leelanau Montessori (the "Academy" or the "corporation").

ARTICLE II

FORM OF ACADEMY

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

ARTICLE III

OFFICES

Section 1. Principal Office.

The principal office of the Academy shall be located in the State of Michigan.

Section 2. Registered Office.

The registered office of the Academy may be the same as the principal office of the Academy, 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 reported to the Michigan Department of Energy, Labor and Economic Growth, Bureau of Commercial Services, the Michigan Department of Education, and the Sutton Bay Public Schools Board of Education ("School Board")

ARTICLE IV

BOARD OF DIRECTORS

Section 1. General Powers.

The business, property and affairs of the Academy 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. The Academy Board may adopt policies related to the operation, administration, and management of the Academy, provided such policies do not (i) violate Applicable Law; (ii) conflict with any provision of the Contract; or (iii) conflict with any policy adopted by the School Board. Policies adopted by the Academy Board are not part of the Contract and may be amended from time to time by the Academy Board without prior approval of the School Board (or designee).

Section 2. Method of Selection and Appointment.

The initial members of the Academy Board shall be selected by the incorporators of the Academy subject to the approval of the School Board. Subsequent members of the Board shall be selected on nomination and vote of two-thirds vote of the existing Board whether by expiration of term or vacancy by any other reason.

Section 3. Length of Term. The term of each position of the Academy Board shall be for a period of three (3) years, except: (a) the terms of the initial positions of the Academy Board, which shall be staggered so that at least two positions expire each following year.

Section 4. Number of Director Positions. The number of Director positions on the Academy Board shall be seven (7) to nine (9). Due to an unexpected vacancy the Academy Board may have fewer than seven (7) members for no more than ninety (90) days.

Section 5. Prerequisite Qualifications of Members. Before individuals become members of an Academy Board, the nominee must: (a) be recommended by a resolution and two-thirds vote of the Academy Board, (b) submit Application for Public School Academy Board Appointment which must include authorization to process a criminal background check (c) take the constitutional oath of office; and (d) sign and file the Oath of Public Office with the Academy Board.

The members of an Academy Board shall not include: (a) employees of the public school academy; (b) any director, officer, or employee of a service provider or management company that contracts with the academy; or (c) a Suttons Bay Public Schools official or employee, as a representative of Suttons Bay Public Schools.

Section 6. Oath of Public Office. All members of the Academy Board must take the constitutional oath of office and sign the Oath of Public Office. No appointment shall be effective prior to the filing of the Oath of Public Office.

Section 7. Tenure. Each Director shall hold office until the Director's replacement, death, resignation, removal or until the expiration of the term, whichever occurs first.

Section 8. Removal.

The Academy Board may remove a Director for good cause upon two-thirds vote of the Academy Board. Determinations for removal of a Director shall be final and not subject to further appeal.

Section 9. Resignation. Any Director may resign at any time by providing written notice to the corporation. Notice of resignation will be effective upon receipt or at a subsequent time if so designated in a written notice. A successor shall be appointed as provided in Section of this Article.

Section 10. Board Vacancies. A Board of Director vacancy shall occur when a board member's term expires without reappointment; upon a board member's death, resignation, removal, failure to maintain residency in the State of Michigan, or disqualification; upon enlargement of the Academy board; or as otherwise specified by applicable law. Any vacancy shall be filled as provided in Section 2 of this Article.

Section 11. Compensation. A Director of the Academy shall serve as a volunteer Director. By resolution of the Board, the Directors may be reimbursed for their reasonable expenses related directly to their duties as academy board members.

ARTICLE V

MEETINGS

Section 1. Annual and Regular Meetings.

The Academy Board shall hold an annual meeting each year. The Academy Board must provide, by resolution, the time and place, within the state of Michigan, for the holding of regular meetings. The Academy Board shall provide notice of the annual and all regular meetings as required by the Open Meetings Act.

Section 2. Special Meetings.

Special meetings of the Academy Board may be called by the Academy Board President or any two members of the Academy Board. 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 as required by the Open Meetings Act.

Section 3. Notice; Waiver.

The Academy Board must comply with the notice provisions of the Open Meetings Act. In addition, notice of any meeting shall be given to each Director stating the time and place of the meeting, delivered personally or mailed or sent by facsimile to each Director at the Director's business address. Any Director may waive notice of any meeting by written statement, facsimile, or electronic mail sent by the Director, signed before or after the holding of the meeting.

The attendance of a Director at a meeting constitutes a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 4. Quorum.

A majority of the Directors of the Academy Board constitutes a quorum for the transaction of business at any meeting of the Board of Directors, but if less than a majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time, providing such notice as is required by the Open Meeting Act.

Section 5. Manner of Acting.

The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Academy Board. To the extent permitted by the Open Meetings Act, Directors participating in a meeting of the Academy Board by means of remote communication may vote at the meeting if all of the following are met:

- (a) The corporation implements reasonable measures to verify that each person considered present and permitted to vote at the meeting by means of remote communication is a Director.
- (b) The corporation implements reasonable measures to provide each Director a reasonable opportunity to participate in the meeting and to vote on matters submitted to the Directors, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with the proceedings.
- (c) If any Director votes or takes other action at the meeting by means of remote communication, a record of the vote or other action is maintained by the corporation.
- (d) A Director may be present and vote at an adjourned meeting of the Academy Board by a means of remote communication if he or she was permitted to be present and vote by that means of remote communication in the original meeting.

Section 6. Open Meetings Act.

All meetings of the Academy Board, shall at all times be in compliance with the Open Meetings Act, Public Act 267 of 1976, compiled at MCL 15.261 – 15.275.

Section 7. Presumption of Assent.

A Director of the Academy Board who is present at a meeting of the Academy Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless that Director's dissent shall be entered in the minutes of the meeting or unless that Director shall file a written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting.

This right to dissent shall not apply to a Director who voted in favor of such action.

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 in the officers of the Academy Board or committees created pursuant to this Section; (ii) amending the Articles of Incorporation or Bylaws; or (iii) any action the Academy Board cannot lawfully delegate under the Articles, 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 Academy shall be a President, Vice-President, Secretary, Treasurer, and such assistant Treasurers and assistant Secretaries as may be selected by the Academy Board.

Section 2. Election and Term of Office. The Academy Board shall elect the initial officers at its first duly noticed meeting. Thereafter, the officers of the Academy shall be elected annually by the Academy Board. If the election of officers is not held at the annual 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 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.

Section 5. President. The President of the Academy 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 all standing committees and shall be Chairperson of those committees designated by the Academy Board. The President shall, in general, perform all duties incident to the office of President of the Board as may be prescribed by the Academy Board from time to time.

Section 6. Vice-President. The Vice-President of the Academy 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 Academy 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 Academy 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 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 Board, as Directors of the corporation, may not be compensated for their services. By resolution of the Academy Board, officers may be reimbursed for reasonable expenses related directly to their duties as Officers of the

Academy.

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 or officers, agent or agents, 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 Suttons Bay Public Schools or impose any liability on Suttons Bay Public Schools, its trustees, officers, employees or agents.

Section 2. Loans. No loans shall be contracted on behalf of the Academy 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 Academy, 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 Suttons Bay Public Schools or impose any liability on Suttons Bay Public Schools, its trustees, officers, employees or agents.

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 Academy, 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. All funds of the Academy 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 not ineligible to be a depository of surplus funds under Section 1221 of the Revised School Code, being Section 380.1221 of the Michigan Compiled Laws.

Section 5. Voting of Gifted, Bequested or Transferred 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 in 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. As required by Applicable Law, any Director, officer or employee of the Academy, who enters into a contract with the Academy, that meets the definition of contract under the statute on 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, shall comply with the public disclosure requirements set forth in Section 3 of the statute.

ARTICLE IX

INDEMNIFICATION

Each person who is or was a Director, officer or member of a committee of the Academy and each person who serves or has served at the request of the Academy as a trustee, director, officer, partner, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Academy 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 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, BUDGET AND UNIFORM BUDGETING AND ACCOUNTING.

The fiscal year of the corporation shall begin on the first day of July in each year. The Academy Board, subject to the oversight responsibilities of the Suttons Bay Public Schools, shall have exclusive control of the budget. The Academy Board shall prepare

and publish an annual budget in accordance with the Uniform Budgeting and Accounting Act, being Act 2 of the public laws of Michigan of 1968, as amended.

ARTICLE XI

SEAL

The Academy Board may provide a corporate seal, which shall be circular in form and shall have inscribed thereon the name of the corporation, the State of Michigan and the words "Corporate Seal" and "Public School Academy."

ARTICLE XII

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 of these Bylaws and applicable law.

ARTICLE XIII

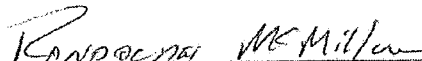
TERMS AND CONDITIONS DEFINITIONS

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 the Academy Board on the 15th day of September, 2014 as amended.

The Academy Board further certifies that these Bylaws were duly adopted at its initial meeting July 14, 2010.



Leelanau Montessori Board of Directors President

Tab 3

CONTRACT SCHEDULE 3
FISCAL AGENT AGREEMENT

SCHEDULE 3

FISCAL AGENT AGREEMENT

This Agreement is part of the Contract issued by the Bay Mills Community College Board of Regents ("College Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to the Leelanau Montessori 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 of money the Academy receives from the State School Aid Fund established pursuant to Article IX, Section 11 of the Michigan Constitution of 1963 or under the State School Aid Act of 1979, as amended.

"State" means the State of Michigan.

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

ARTICLE II

FISCAL AGENT DUTIES

Section 2.01. Receipt of State School Aid Payments and Other Funds. The College Board is the Fiscal Agent for the Academy for the limited purpose of receiving State School Aid Payments. By separate agreement, the College Board and the Academy may also agree that the College Board will receive Other Funds for transfer to the Academy. The Fiscal Agent will receive State School Aid Payments from the State, as provided in Section 3.02.

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 Board of Directors of the Academy 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. Expenditure of Funds. The Academy may expend funds that it receives from the State School Aid Fund for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy as 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, 2018, 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 the Leelanau Montessori Public School Academy.

BY: Mary G. Martin
Mary G. Martin, Executive Director
Bureau of State and Authority Finance
Michigan Department of Treasury

Date: 5-23-18

Acknowledgment of Receipt

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

BY: Mary G. Martin
Mary G. Martin, Executive Director
Bureau of State and Authority Finance
Michigan Department of Treasury

Date: 5-23-18

Acknowledgment of Receipt

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

BY: Mary G. Martin
Mary G. Martin, Executive Director
Bureau of State and Authority Finance
Michigan Department of Treasury

Date: 5-23-18

Tab 4

CONTRACT SCHEDULE 4
OVERSIGHT AGREEMENT

SCHEDULE 4

OVERSIGHT AGREEMENT

This Agreement is part of the Contract issued by the Bay Mills Community College Board of Regents ("College Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to the Leelanau Montessori 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 University Board from each State School Aid Payment received by the University Board for forwarding to the Academy. This fee shall compensate the University 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 [University/ College/ District] 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 [University/ College/ District] 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 University 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

Tab 5

CONTRACT SCHEDULE 5

DESCRIPTION OF STAFF RESPONSIBILITIES

LEELANAU MONTESSORI PUBLIC SCHOOL ACADEMY

STAFF RESPONSIBILITIES

TABLE OF CONTENTS

Description of Staff Responsibilities	5-1
Head of School	5-2
Office Manager	5-5
Development Admissions Coordinator	5-7
Program Director	5-9
Lead Teacher/Co-Teacher	5-11
Classroom Assistant/Assistant Teacher - Elementary	5-14
Classroom Assistant/Assistant Teacher – Primary/Toddler	5-16
Special Education Specialist	5-17
ESP Agreement	5-18

Schedule 5

Description of Staff Responsibilities

It is important to the Board of Directors for Leelanau Montessori Public School Academy that their board should comprise individuals from the greater Suttons Bay area and Leelanau County, with attention to the need for members with expertise in finance, organization, curriculum/ education, business administration, marketing, law, community relations, technology, personnel, facilities, student services, board functions and discipline/safety. It is also important for the PSA Board to have representation of parents of students.

The LMPSA Board is currently comprised of seven individuals. Two of the seats are reserved for parents with children enrolled in the school. Member appointments will be for three-year terms that are staggered to provide consistency and smooth transitions in governance. Due to the small nature of the school, the board is a working board with duties in many areas of governance (facilities, grants, academic excellence, finance, governance, fundraising, marketing).

The Board meets at regularly scheduled intervals throughout the school year and follows all parliamentary procedures. The board has received training from the North Sky foundation to establish and maintain a strategic plan that focuses on essential rock strategies, as well as the smaller objectives to maintain a forward-thinking vision for the school. The strategic plan is the main document with which the board decides upon future needs and endeavors. This constant reflection upon the core needs of the school has ensured similar ideals being pursued by the members of the staff as the school year passes.

The staff and administration works in conjunction with our HR firm (Axios HR) to ensure smooth and compliant means of staff responsibilities. The Head of School leads the school by organizing, supervising and evaluating the development of the curriculum, school programs, staff and student achievement, while simultaneously overseeing day-to-day operations of the school. The Head of School implements the policies adopted by the Board.

Responsibilities for this position include the development and administration of educational and community components of the school and the preparation of a budget to recommend to the Board. Fiscal responsibility for LMPSA rests with the Head of School, as do all daily implementation of federal and state education and reporting requirements. We believe strongly in the importance of an effective school leader to steer the success of the school.

Administrative and instructional staff has an active voice in the collaborative model of this school. The incorporation of objective data associated with student performance, through annually administered MSTEP assessments, a school improvement and data binder, collaborative mapping of student progress, and continuing education for staff and staff development activities provides for multiple mechanisms affording staff members a voice in the governance of this charter school. Staff is also encouraged to bring this knowledge to the greater school by participating in board committees.

Job Descriptions

Head of School

Nature and Scope of Job

The Head of School (HOS) serves as the educational leader and administrator of the school program. It is the nature of the position that he/she will be coordinating and collaborating with many individuals and groups outside of the school (i.e. Human Resources, Business Office, Charter Office, Board of Directors, TBAISD), as well as valuable members within the school (i.e. Office Manager, Development and Admissions Coordinator, Program Director, and Special Education Manager). This collaboration is necessary for any future school success.

To start, the HOS cultivates an environment that is safe, promotes active and joyful engagement in the process of learning. The HOS will work collaboratively to lead and assist members of the school faculty in their professional growth and development, both from the unique needs of a public school, as well as a Montessori perspective. It is essential that the HOS has an understanding of the unique nature within every Montessori level of learning (i.e. Primary, Lower Elementary, Upper Elementary, Jr. High) to determine how needs of curriculum, instruction, and assessment change at each level. Finally, the HOS communicates these distinctions effectively with students, faculty, parents, and community members.

School Leadership

- Serve as Educational Leader for Leelanau Montessori Public School Academy (LMPSA)
- Advocate and advance Montessori pedagogy within LMPSA and greater community.
- Lead the implementation of the LMPSA vision of student learning.
- Serve as philanthropic ambassador within the organization and community.
- Be inspirational, visible, and accessible to members of school community and beyond.
- Possess knowledge of Common Core Standards adopted by the State of Michigan.
- Attend all board meetings as non-voting board member and prepare and present reports as requested by the Board of Directors.

- Manage relationships with students, families, and faculty that are rooted in Montessori philosophy.
- Establish a plan to oversee and redirect student behaviors with child-centered discipline processes and procedures.
- Demonstrate sufficient security and judgment to handle a crisis and to use supervision constructively.
- Promote a culture of global citizenship and awareness at LMPA.
- Lead by example the creation of a culture at LMPA that reflects the values associated with the Montessori Method (i.e. Grace & Courtesy lessons).
- Be responsible for the RTI (Response to Intervention) process.
- Be responsible for the SST (Student Support Team) process.
- Lead, participate, and supervise any follow-up with the Crisis Prevention/Support Team.

Management

- Develop specific operations, goals and objectives to implement the strategic goals that have been established by the board.
- Hire, supervise, mentor, and evaluate teaching and support staff as needed.
- Manage substitutes for classrooms and act as a substitute in classrooms as needed.
- Oversee admission of students, including lottery procedures.
- In consultation with the Board of Directors, informed by the LMPA Faculty Manual, make final decisions regarding disciplinary action or dismissal of staff.
- Ensure that all state reporting requirements are met.
- Be responsible for the delivery of Special Education services in collaboration with LMPA and ISD staff.
- Collaborates with Program Director to facilitate staff gatherings that guide and support staff operations.
- Collaborates with Program Director to manage teacher mentor program.
- Oversee all aspects of facility management, including any and all technology hardware and devices.

Communication

- Maintain regular, ongoing, and open dialogue with the Board of Directors.
- Serve as chief communicator between the Board of Directors and the LMPA staff.
- Promote highly effective and open communication between staff, parents, and the Board of Directors.
- Be the main spokesperson for LMPA.
- Foster the relationship with staff, Board of Directors, school community, and beyond.
- Foster a positive relationship with surrounding school districts and the GTB community, as well as the Michigan Department of Education.

- Serve as a mandated reporter to the Michigan Department of Human Services.

Finance and Fund Development

- Prepare and present operating budgets to the Board of Directors in conjunction with the LMPSA Treasurer and LMPSA Accountant both monthly and annually.
- Administer the operating budget and be accountable to the Board of Directors for effective business management.
- Prepare annual budget recommendations, including personnel, committees, facilities, and programs.
- In conjunction with LMPSA Grant Committee, apply for grants at all levels (federal, state, and local) that support the economic viability of the school.
- Prepare reports for annual audits, both financial and academic.
- Collaborates with Development and Admissions Coordinator to identify and cultivate prospective donors.
- Serve as philanthropic ambassador within the organization and community.

Professional Staff Development

- Support teaching staff about Montessori philosophy and full implementation of LMPSA's mission towards education.
- Develop and implement LMPSA enrollment plan and assure proper student-teacher ratios.
- Provide opportunities for ongoing professional development for all teaching and support staff.
- Encourage staff to propose, plan, and develop programs in accordance with the mission of the school.

Compliance and Accountability for School Operations

- Conduct written evaluations of staff.
- Oversee student evaluation and coordinate student assessment.
- Oversee ongoing program evaluation, including curriculum standards and curriculum development.
- Ensure that LMPSA is in compliance with all applicable governmental laws and regulations (federal and state).
- Evaluate school operations.

Office Manager

Nature and Scope of Job

The Office Manager supports the overall administration and finance of the school operation. The Office Manager shoulders a variety of responsibilities, working in conjunction with the Head of School that manage the day-to-day, weekly, monthly, annual, and longer needs of the school.

The Office Manager works in collaboration with many people inside and outside of the school. This position is often the first person the general public encounters in person and over the phone and, as such, requires a personal touch that meets the needs of all whom are seeking information regarding the school.

Finance:

Works with Head of School & Accountant to support/lead the following:

- Submits payroll to management company
- Submits invoices
- Responsible for student activity account
- Other mandated/necessary items as determined

Administration:

Works with Head of School to support/lead the following:

- Serves on support/crisis team
- Michigan Care Improvement registry administrator
 - immunization records
 - disease reporting
- Desk reception
 - helps children with needs
 - phone reception
 - parent contacts
 - administration of medications to children
 - support and supervision of sick children
 - daily attendance calls (sick or absent children)
 - manages lunch count/student payment collection
- Manages state reporting
 - general collection
 - early childhood collection
 - teacher student data submission

- student record maintenance
 - early roster
- Purchases supplies
- Prepares registration packets
- Oversees organization of student records (CA-60)
- Serves as PowerSchool administrator
- Acts as board recording secretary
- Other mandated/necessary items as determined

Preschool:

Work with Head of School & Program Director to support/lead the following:

- Ensure licensing records are compliant.
- Manages preschool and latchkey billing
- Manages DHS billing
- Prepares preschool contracts
- Other mandated/necessary items as determined

Development Admissions Coordinator

Nature and Scope of Job

The Development and Admissions Coordinator (DAC) is responsible for the main fundraising, marketing and admission work that goes on at LMPSA each year. The DAC supports office tasks during multiple times of the school, in conjunction with the Office Manager.

Fundraising responsibilities:

Work with Head of School to support/lead the following:

- Run Annual Campaign (dollar a day)
- Coordinate major fundraising events
 - o Orchards at Sunset 5K
 - o Evening of Art
- Lead capital campaigns
- Communicate and coordinate with grant writing task force
- Ensure coordination of co-op relationships within community
- Participate on fundraising/gathering committee
- Yearbook coordinator
- Organize and manage Young Entrepreneur Marketplace (YEM)
- Collects feedback from all stakeholders at all events.
-

Admissions responsibilities:

Work with Head of School/Office Manager to support/lead the following:

- Act as first contact with families, providing program and tuition information
- Facilitate school tours, information sessions, phone contacts
- Coordinate all tours, programs, with classrooms
- Coordinates efforts for possible student recruiting
- Provide playgroup support for enrollment
- Manage observation schedule (ucanbookme.com)
- Manage/organize LMPSA Ambassador Program
- Manage/organize Montessori experiences in the community
 - o Montessori classrooms at various events
-

Marketing responsibilities:

Works with Head of School to support/lead the following:

- Develop and coordinate community news and quarterly newsletter
- Alumni relations/manage alumni directory
- Sales force administrator
- Participate on the marketing committee
- Outreach and management of the co-op relationships with the community
- Organize playgroup support within the community
- Manage LMPSA website
 - o Online store – PayPal
 - o Ensure Facebook, Twitter, and Instagram management & updates
- Volunteer Coordinator
- Create materials for marketing
 - o Press releases
 - o Flyers
- Collects feedback from all stakeholders at all events.
-

Office responsibilities

Work with Head of School/Office Manager to support/lead the following:

- Serves on Support/Crisis team
- Assist with filing (student files) and information compilation
- Provide student information for classroom teachers
- Assist with school mailings: Back to School, Re-enrollment, etc.
- Prepare materials delivery to families
 - o Parent Education Nights
 - o Open Houses
- Provide office support as needed
- Manage current/past family directories
- Assists with enrollment paperwork and process for all families
- Coverage at beginning of year for office manage data entry

Program Director

Nature and Scope of Job

The program director supports the educational leadership of the school under the guidance of the Head of School. This position works with the staff at both at all levels to ensure the Montessori environment meets the needs of all students who attend the school. This position is an existing staff member who runs an existing classroom. This person meets with the staff at least once a month to ensure operational and programming goals are being met both in the short (monthly) and long (yearly) term to discern needs moving forward and works with the Head of School to form the action plan.

Staffing

- Coordinates the documentation and training of volunteers & substitute teachers for the school.
- Responsible for agendas and follow-ups of Primary & Elementary Level meetings
- Develop and maintain faculty/staff handbooks for all levels
- Revise, maintain, and train employees on school emergency plans
- Assists HOS with staff mentor program for school by jointly overseeing its implementation/execution for any staff member under 5 years of experience
- Facilitate/oversee scheduling for aftercare
- Assist HOS with agendas for faculty/staff training
- Participates in process for teacher recruitment/retention

Parent Relations

- Oversees/support/ensures documentation of regular communication between classrooms and families with each classroom.
- Works with HOS to address parent concerns at the Primary level within appropriate lines of communication.
- Work with Development Coordinator in facilitating volunteer recruitment, training, and scheduling.
- Directs process of student transition (K to 1st, 3rd to 4th)

Program Coordinator

- Acts as the program director and is responsible for implementation of all State of Michigan Licensing needs.
- Works with HOS to develop master calendar of staff development that addresses school improvement goals.
- Works with HOS and Intervention Team (Title 1 and At-Risk) to analyze data from assessments, facilitate student support team process, design/implement interventions and tracking sheets, collate data
- Works with HOS to ensure the At-Risk, REAP, and Title I documentation is compliant with all state and federal guidelines.
- Works with faculty in alignment of Leelanau Montessori curriculum/benchmarks with Common Core Standards
- Support the fidelity of curriculum implementation within all environments.

School Leadership

- Work collaboratively with Head of School to ensure student growth and achievement pursuant to overall school goals
- Act as building leader in absence of Head of School
- First responder to student support and crisis needs

Lead Teacher/CoTeacher

Job Description

The Lead and CoTeacher relationship shall be a partnership, where planning, preparing, instruction and other job duties are shared. Teachers will meet and communicate regularly to discuss plans and divide job duties. Teachers work together to provide for the physical, intellectual, emotional, and social growth of the children in their care. They will do this in keeping with the human needs and tendencies, planes of development, and sensitive periods at the forefront of Montessori philosophy. Together, they have a duty to meet the Michigan Common Core State Standards while upholding the philosophy of Dr. Maria Montessori, the school's mission statement, and the reputation of the school. The Lead Teacher however, has the ultimate responsibility for the positive functioning of the classroom. All employees are expected to be in the classroom for the hours contracted and to follow the school's absence protocol.

Qualifications:

- Valid State of Michigan Teacher's Certification in the level they are teaching (Lead Teachers only)
- Meet Highly Qualified Teacher requirements (Lead Teachers only)
- Bachelor's Degree in the level they are teaching
- Montessori credential in the level they are teaching

Reports to: Head of School

Responsibilities:

Preparation of the Adult

- Responsible for ensuring the educational and administrative policies of the school are carried out. The Lead Teacher is ultimately responsible for both the execution of these policies within the class and the successful operation of the classroom.
- Responsible for working a minimum number of hours stipulated in contract with the school.
 - In case of absence due to illness, it is the teacher's responsibility to give timely notice to the Head of School and other classroom teacher. If neither can be reached, the Office Manager should be contacted.
 - All teachers are expected to come to work on time and be prepared for the day.
- Able to meet the physical demands of the job, including the ability to carry a child, to get up and down from the floor, and to monitor the children with good sight and hearing.

Preparation of the Environment

- Responsible for preparation of the indoor environment and materials, including:
 - Spending an appropriate amount of time preparing the environment.
 - Preparing all materials in the classroom, ensuring they are complete, attractive, clean and stored in their proper place.
 - Ensuring the classroom is clean at the end of each day through general clean-up (dusting, cleaning spills, disinfecting surfaces, etc.)
- Responsible for the outside environment and materials including:
 - Monitoring the general safety of children while outdoors.
 - Ensuring the outdoor equipment is appropriate and cared for.
 - Keeping watch for any hazards.
 - Ensuring that each child has access to the environment needed to improve skills (e.g. gross motor skills, eye-hand coordination, etc.).
- Spends additional time necessary each month, devoted to preparing the class materials and environment and to attend school functions and other school duties.

Parent Communication

- Checks mailbox and e-mail regularly for staff communications.
- Contacts the parents of a child who was absent for more than two days, was hurt at school, or who felt sick at school, when necessary.
- Keeps parents apprised of their child's progress by:
 - Conducting two formal parent-teacher conferences each year.
 - Conducting informal parent-teacher conferences as needed.
 - Attempting to connect with each family regularly.
 - Preparing progress on goals report for each parent-teacher conferences.
 - Preparing a final progress report for children moving to a new level.
- Encourages children's parents to be involved in class projects (i.e. sewing, materials preparation, outdoor projects, etc.) and school events, and elicits suggestions, ideas and assistance from parents on how to improve the classroom and its functioning.

Record Keeping/Classroom Management

- Keeps up-to-date records on the progress and attendance of each child and provides copies of these records to the office at the end of the school year.
Brings any problems to the attention of the Head of School.
- Directs and develops assistants/student teachers by:
 - Meeting monthly to discuss their work and progress.
 - Bringing any problems to the attention of the Head of School.
- Supports peace curriculum and conflict resolution philosophy.
- Speaks/treats children respectfully to foster dignity and mutual respect. Never talks about the child in front of the child.

Professionalism

- Meets professional development requirements each year. Participates in additional professional development opportunities.
- Contributes to the reputation of the school by conducting oneself professionally at all times and by cooperating in the school publicity and community efforts.
- Plans, supplies, and implements classroom programs in accordance with the scope and sequence legislated by the Michigan Dept. of Education and Montessori philosophy.

Curriculum and Assessment

- Uses all resources available to ensure goals are met during the appropriate year (grade level).
 - Uses Montessori, district, and state assessment data to support student learning.
 - Tracks/monitors students to ensure goals are met during the appropriate year.
 - Addresses gaps in student achievement of goals by utilizing the SST process.

Classroom Assistant/Assistant Teacher – Elementary

Job Description

The Classroom Assistant/Assistant Teacher is responsible for supporting the Lead/CoTeacher in the educational and administrative policies of the school. She/he regularly and effectively communicates with Lead/CoTeacher concerning classroom operations. All employees are expected to be in the classroom for the hours contracted and to follow the school's absence protocol.

Qualifications:

State of Michigan Teacher Certification or Montessori Credential

Reports to:

Head of School

Responsibilities:

Preparation of the Adult

- Demonstrates love of his/her work and a positive work ethic; accepts constructive guidance from lead/coteacher
- Comes to work prepared to begin at contracted start time
- Honors contracted number of allowed leave days; informs Head of School and lead teacher of any absences as soon as possible
- Sets time aside to spend with lead/coteacher (establish at beginning of year); reserves conversations with lead/coteacher for scheduled meetings or after-hour discussions
- Attends faculty meetings
- Prepares a Guest Teacher plan/packet for their daily schedule & jobs
- Works the number of hours contracted and adheres to absence policies as outlined by school administration
- Is able to meet the physical demands of the job
- Aids the lead and co-teachers in monitoring student educational expectations, preparation of the environment (indoors and outdoors), and provides observational feedback regarding student behavior and activities
- Contributes to the reputation of the school by conducting oneself professionally at all times and by cooperating in the school publicity and community efforts

Preparation of the Environment

- Upon arrival in morning, observes what needs to be done and begins the following:
 - sets-up chairs
 - puts away items
 - has necessary conversations about classroom management with lead teacher
 - refills any items needed (soap, sanitizer, etc.)
 - checks for cleanliness of microwave and refrigerator, toilet, etc.
- Organizes and tidies classroom as necessary, including materials, shelves, tables, etc.
- Guides cleanliness and clean-up of snack areas in the classroom
- Assists lead teacher in keeping track of items that need to be restocked

Parent Relations

- Is friendly with parents while limiting conversations with them
- Reserves conversations about children for outside of classroom time
- Keeps lead Lead/CoTeacher informed of pertinent information exchanged with parents and/or other staff members

Philosophy/Curriculum

- Until students consistently return materials to the shelf, guides them to do so
- Follows through with directions given to students
- Gives lessons as requested by Lead/CoTeacher based on knowledge & experience, as appropriate

Classroom Leadership

- Communicates in a firm way with a kind demeanor
- Expresses consistent directions with the expectation that the desired request will be carried out
- Respects classroom time as time with students
- Is always mindful of students, in and outside of classroom
- Limits distractions and seats self in order to be aware of surroundings
- Is available to aid students throughout work cycle

Classroom Assistant/Assistant Teacher – Primary/Toddler

The Classroom Assistant/Assistant Teacher is responsible for supporting the Lead/CoTeacher in the educational and administrative policies of the school. She/he regularly and effectively communicates with the Lead/CoTeacher concerning classroom operations. All employees are expected to be in the classroom for the hours contracted and to follow the school's absence protocol.

Special Education Specialist

Job Description

Qualifications:

- Valid State of Michigan teacher's certificate with endorsement in one area of special education
- Bachelor's degree with a major in a specific special education area or have earned credit in course work equivalent to that required for a major
- Meet Highly Qualified Teacher requirements

Reports to:

Head of School

Responsibilities:

The Special Education Specialist has a thorough understanding of special education programs and policies at the state and federal level in an effective and appropriate manner. She/he makes contributions to the field both in and outside of the school, seeking resources in and beyond the school or district in professional organizations and in the community to enhance knowledge and to use in teaching. The Specialist makes a substantial contribution to the professional community and to school projects, assuming a leadership role among the faculty. He/she actively pursues professional development each school year.

The Specialist displays an understanding of how students learn and applies this knowledge to students. She/he actively seeks knowledge of students' special needs from a variety of sources, and attains this knowledge for individual students. Instructional outcomes are stated as goals that can be assessed, reflecting rigorous learning and curriculum standards. The Specialist creates and organizes systems for maintaining both instructional and non-instructional records. His/her communication with families is frequent and sensitive to cultural traditions. The Specialist creates a culture for learning in which everyone shares a belief in the importance of the subject and all students hold themselves to high standards of performance while initiating collaboration with classrooms.

CLIENT SERVICES AGREEMENT

This CLIENT SERVICES AGREEMENT ("Agreement") is signed this 18th day of June, 2018 and is effective July 1, 2018 by and between Leelanau Montessori Public School Academy, (hereinafter "LMPSA") whose address is 310 Elm Street, Suttons Bay, MI 49682, and future address of 7401 East Duck Lake Road, Lake Leelanau MI. 49653 and HR Charter Consulting, LLC, a Michigan Limited Liability Company located at 528 4th Street NW, Grand Rapids, MI 49504 (hereinafter "HRCC, LLC").

RECITALS

- A) LMPSA is a public school academy organized to provide public school instruction as a charter school located at 310 Elm Street, Suttons Bay, MI 49682 pursuant to a contract ("Contract") issued by Bay Mills Community College Board of Regents ("Charter School Authorizer"). LMPSA is authorized to carry out the educational program set forth in the Contract. LMPSA is authorized by law to contract with a private entity to provide employee administration and management services.
- B) LMPSA operates a public school academy under the direction of the LMPSA Board of Directors ("Board").
- C) HRCC, LLC is a Michigan Limited Liability Corporation with its offices at 528 4th Street NW, Grand Rapids, MI 49504.
- D) HRCC, LLC offers to Michigan public school academies employee administration and management services including, but not limited to, staff employment, payroll, benefit administration, business management and other similar services.
- E) LMPSA desires to engage HRCC, LLC to perform certain services upon the terms and conditions set forth in this Agreement and pursuant to its authority. LMPSA hereby contracts with HRCC, LLC, to the extent permitted by law, specified functions relating to the administration and management services.

THEREFORE, the parties agree as follows:

1. Services Provided by HRCC, LLC. HRCC, LLC shall provide contract personnel services as outlined in this Agreement.
 - a) Selection of Employees. HRCC, LLC shall employ and assign to LMPSA all such qualified and certified classroom teachers, instructors, and support staff

as may be necessary to accomplish the educational mission of LMPA consistent with the Board approved budget. HRCC, LLC shall comply with all Federal and State statutes and administrative requirements including, but not limited to, the Immigration Reform and Control Act.

b) Selection of Employees. All work force positions of LMPA shall be covered under this Agreement ("Covered Employees") unless LMPA decides to employ the Academy Director.

c) Employee Agreements and Compensation. Compensation for all Covered Employees including, but not limited to, health care and retirement benefits shall be established by LMPA, through its budget, and implemented by HRCC, LLC. The terms and conditions of such employment shall be set forth in an employment agreement between HRCC, LLC and each employee or other written document as determined by HRCC, LLC with input from LMPA. Information regarding all costs, including the employment costs, annual salary and benefit costs by individual assigned to LMPA by HRCC, LLC, will be provided to the Board by HRCC, LLC upon request.

d) Health Care Insurance. HRCC, LLC shall provide all qualified employees assigned to LMPA, who are not covered by a spouse's plan, comprehensive medical care insurance. In addition, HRCC, LLC shall be responsible for COBRA compliance and continuation of health benefit plans to terminated employees and qualified dependents, subject to the continuation of this Agreement. If this Agreement terminates, all responsibilities with regard to continuation of health insurance cease consistent with Federal and State statutes.

e) Retirement Plan. HRCC, LLC shall make available to LMPA a retirement plan pursuant to IRC Section 401(k) for all qualified employees.

f) Payroll Taxes. HRCC, LLC shall report and pay all applicable federal, state and local employee and employer payroll taxes from HRCC, LLC's own accounts. HRCC, LLC will act as the W-2 employer for record keeping purposes.

g) Payroll Records. HRCC, LLC shall maintain and verify all required payroll and benefit records.

h) Policies and Procedures. All payroll, benefit and personnel policies and procedures shall be established by HRCC, LLC with input by LMPA.

i) Workers' Compensation Insurance. HRCC, LLC shall maintain Workers' Compensation insurance during the term of this Agreement on all employees assigned to work for LMPA under this Agreement. Upon written request, HRCC, LLC

shall provide a Certificate of Insurance verifying coverage of Workers' Compensation insurance.

j) At-Will Employment Relationship. HRCC, LLC retains the right to not hire any candidate for employment or terminate with or without cause any employee with written notice to the Board President.

k) Implementation and Supervision of Policies and Procedures. During the term of this Agreement, HRCC, LLC shall have the right and authority to implement and supervise personnel policies and procedures relating to the Covered Employees. HRCC, LLC shall make good faith reasonable efforts to act in the best interest of LMPA with regard to its policy and procedure in exercising control over Covered Employees. LMPA agrees to cooperate and assist HRCC, LLC in the implementation and supervision of all such policies and procedures.

l) Hiring, Evaluating, Supervising, Disciplining and Firing. HRCC, LLC shall have the ultimate authority and control over hiring, evaluating, supervising, disciplining and firing of Covered Employees consistent with the LMPA approved budget. LMPA may recommend termination of the assignment of a Covered Employee to LMPA, it being understood that HRCC, LLC retains full control over all personnel decisions involving Covered Employees, and ultimate authority to resolve and decide employee disputes subject to the budgetary limitations established by LMPA. HRCC, LLC shall consult with its Chief Administrator assigned to LMPA concerning any hiring, evaluating, supervising, disciplining, and firing before formal action is taken. The Board will have input on the selection and evaluation of the Chief Administrator.

m) On-site Supervision. HRCC, LLC shall be responsible for on-site employee supervision directly and through its Chief Administrator assigned to LMPA. The Chief Administrator will serve as the liaison to the Board on employment matters on behalf of HRCC, LLC. The Chief Administrator will administer the overall operation of LMPA and report to the Board on all other operational matters and keep the Board informed of employment related matters. The Chief Administrator shall be the on-site consultant for HRCC, LLC and shall assist HRCC, LLC with its administrative and personnel responsibilities on LMPA premises. As to all administrative and personnel matters, the Chief Administrator shall coordinate with and report to designated HRCC, LLC managers and officers at HRCC, LLC's home office. HRCC, LLC, after consulting with the Chief Administrator, shall determine the procedures to be employed by Covered Employees in the day-to-day performance of their job responsibilities. HRCC, LLC shall make good faith reasonable efforts to act in the best interests of LMPA with regard to

Board policies and procedures in exercising control over the Covered Employees. HRCC, LLC shall make certain that all appropriate guidelines concerning HRCC, LLC's oversight of Covered Employees is followed by said Chief Administrator and that its Chief Administrator shall comply with all HRCC, LLC directives dealing with its responsibilities herein above set forth.

2. HRCC, LLC Requirements.

a) Compliance with Applicable Criteria. HRCC, LLC assumes sole responsibility for assuring that all services set forth in Paragraph 1 provided by HRCC, LLC are provided in compliance with and conform to (i) all applicable federal, state and local government laws, rules and regulations, including, but not limited to all civil rights laws, Bullard-Plawewski Employee Right to Know Act, Whistleblower's Protection Act, Fair Labor Standards Act, and Fair Credit Reporting Act; (ii) all pertinent policies of those accrediting agencies from which LMPA has secured or is seeking accreditation, including but not limited to the Charter School Authorizer and the Michigan Department of Education; and (iii) all other applicable written policies of LMPA as communicated to HRCC, LLC through the Chief Administrator, the Board President or Board minutes. HRCC, LLC shall promptly provide to LMPA, within twenty four hours of receipt, all notices, reports or correspondence from individuals or governmental agencies that assert claims, deficiencies or charges against LMPA or HRCC, LLC that otherwise threaten the suspension, revocation, or any other action adverse to any approval, authorization, certificate, determination, finances, license or permit required or necessary to own or operate LMPA.

b) Compliance with Academy's Contract. HRCC, LLC agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Contract issued by the Charter School Authorizer. The provisions of the Contract shall supersede any competing or conflicting provisions contained in this Agreement. Any additional costs of compliance because of changes mandated by the Charter School Authorizer will be borne by the Board and subject to HRCC, LLC's ability to perform. If the additional costs are deemed excessive by the Board, and the matter cannot be resolved, the Board may opt out of this Agreement by giving 90 days' written notice.

c) Employment Laws. HRCC, LLC shall comply with all applicable federal, state and local employment laws. HRCC, LLC shall comply with the Fair Labor Standards Act and control all overtime.

d) Records. HRCC, LLC shall maintain actual time records and verify the accuracy of all wage hour information provided to HRCC, LLC at the end of each pay period. HRCC, LLC shall verify the accuracy of all wage and salary reports which shall be supplied to LMPA by HRCC, LLC at the end of each pay period. LMPA shall not pay any wages, salaries or other compensation, including employee benefits, to Covered Employees subject to Section 1b above.

e) Compliance with Section 503c. On an annual basis, HRCC, LLC agrees to provide the 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 Board shall make the information available on LMPA'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.

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

g) Account Signatories. Only members of the Board may be signatories on the Academy's depository and other accounts. All funds of the Academy shall be deposited and invested by the Board in accordance with the Code.

h) Chief Administrative Officer. Only a member of the Board may hold the position of Chief Administrative Officer ("CAO"), as that term is defined by applicable law.

3. LMPA Requirements. LMPA shall provide the following:

a) Personnel Requirements. Advise HRCC, LLC, through the Chief Administrator, of the number of teachers, instructors, and administrators required by LMPA, consistent with the Board's approved budget, to perform its mission.

b) Insurance. Maintain casualty and premises liability insurance on all school buildings and premises and to maintain professional liability insurance pertaining to the staff that could result in a claim against LMPA and name HRCC, LLC as an additional insured. HRCC, LLC shall have input into the professional liability coverage.

c) Financial Reports. Prepare annual budgets and periodic financial reports so that the budget may be periodically reviewed against actual revenues and expenditures as required by the Charter School Authorizer, the Contract, the Michigan Revised School Code, MCL 380.1 et seq. ("Code"), and/or other statutes or as desired by the Board.

d) Employee Benefits. LMPSA shall provide to HRCC, LLC a written statement with regard to all policies concerning employee benefits, if any. These policies shall comply with all federal, state and local governmental laws and regulations.

e) Safety Requirements. LMPSA and HRCC, LLC shall comply with all safety, health and work laws, regulations and rules at its own expense. LMPSA and HRCC, LLC shall also comply with all safe work practices and use of protective equipment required by federal, state or local law. All accidents involving employees shall be reported immediately to HRCC, LLC by the Chief Administrator. LMPSA shall cooperate with HRCC, LLC's Workers' Compensation carrier and liability insurance carrier who shall have the right to inspect LMPSA's property.

f) Confidential Information. LMPSA shall be solely responsible for instituting and maintaining safeguards and procedures for personnel handling confidential information, money or other valuables. HRCC, LLC may require bonding of such individuals. LMPSA shall give HRCC, LLC written notice of such individuals. It shall be the sole responsibility of LMPSA to protect such valuables.

g) Discipline, Layoff, or Termination of Employees. Provided they are consistent with the Contract and applicable law, LMPSA agrees to comply with all HRCC, LLC personnel directives, both general and specific, regarding the discipline, layoff, or termination of Covered Employees. LMPSA further agrees to immediately notify HRCC, LLC of any material change in the current business operations of LMPSA.

h) Personnel Issues. In the event LMPSA becomes dissatisfied with the performance of any individual HRCC, LLC employee assigned to LMPSA, HRCC, LLC shall be notified, in writing, setting forth the nature of the dissatisfaction, the proposed remedial action, and any specific action requested.

i) Applicant/Employee Background Checks. LMPSA shall be responsible for performing all pre-employment, and any employment related background, license and eligibility review and other screening and investigation required by federal, state or local law, including the Michigan Revised School Code, of all Covered Employees. The results of the criminal history background check will be reported to HRCC, LLC in a manner that accords with applicable law (e.g. "red light"/ "green light")

letter). LMPSA shall pay all costs or fees incurred in connection with the screening and investigation. The results of the screening and investigation of pre-employment records must be made available for review by the Charter School Authorizer.

4. Term of Agreement. Subject to paragraph 9, this Agreement shall commence on July 1, 2018 and continue for a period of thirty-six months, through June 30, 2021. If LMPSA and/or HRCC, LLC becomes obligated for payments to the Michigan Public School Employee Retirement System ("MPERS") or an unexpected fee or tax is instituted (e.g. State service tax fee), either party may immediately invoke the 90 day termination notice provision at any time during this Agreement. Termination of this Agreement shall not affect the continuation of the obligations of either party incurred during the term of the Agreement. The parties acknowledge that as part of any contract reauthorization with the Charter School Authorizer, the Charter School Authorizer may require LMPSA and HRCC, LLC to submit an entirely new Agreement for review by the Charter School Authorizer.

5. Fees. LMPSA shall pay HRCC, LLC the following fees for the services rendered under this Agreement:

a) Service Fee. A Service Fee shall be charged to LMPSA equal to 3.83% of gross pay. The Service Fee shall be billed once per pay period and due upon receipt with said billing including an itemized, detailed breakdown of all costs, fees and expense (i.e. salary and payroll; FUTA; SUTA; Workers Compensation; FICA, a breakdown of fringe benefits, by benefit; etc. The Service Fee shall be adjusted upon the effective date of any increase or decrease in employee wage rates.

b) Payroll Costs. Payroll costs will be charged, in addition to the service fee, equal to Gross Payroll and associated payroll costs including FICA, FUTA, SUTA, Workers' Compensation and any additional taxes passed by the State and/or Federal government during the term of this Agreement.

All benefits provided per 1.) d. and e. will be billed to LMPSA on a pay period basis. HRCC, LLC will provide written notice within 5 business days of receiving notice of an increase to any of the costs other than the service fee costs and include said increase as of the effective date of the increase. However, this provision shall not apply to a change in payroll costs which may vary because of a change in hours worked by employees. LMPSA, at its election, may respond to the written notice of cost increase by issuing notice to cancel effective 90 days after the date of cost increase.

6. Additional Costs, Fees and Expenses. LMPSA shall pay all additional costs or expenses incurred by HRCC, LLC that are incidental to the performance of this Agreement and that have prior approval of the Board. These additional costs, fees or expenses may include, but are not limited to, employee replacement costs, applicant/employee background checks, hiring temporary personnel, substitute teachers, fidelity bonding, and LMPSA approved training programs.

7. Payment of Costs, Fees and Expenses. LMPSA shall execute a Wire Transfer to HRCC, LLC at least 48 hours prior to each payroll date, from the designated LMPSA account in an amount equal to the Services Fees, Payroll costs described in Paragraph 5 and Costs, Fees and Expenses described in Paragraph 6 of this Agreement, upon receipt of a detailed billing from HRCC, LLC. If there is any disputed amount to an invoice, the non-disputed amount shall be approved and paid by the Board. If there is a disputed amount, whether ratified by the Board or not, the parties shall meet within fourteen (14) days to discuss and attempt to resolve the disputed amount prior to submitting the matter to arbitration as addressed in Paragraph 11. Any errors in payment of costs, fees and expenses will be promptly corrected with the parties acting in good faith and with reasonable efforts.

8. Insurance. LMPSA's insurance policies will be in compliance with the types and limits required by the Charter School Authorizer in the Contract. LMPSA will be the first named insured and The Charter School Authorizer and HRCC, LLC will also be named as additional insureds.

a) Vehicle Insurance. LMPSA shall provide liability insurance for any employee of HRCC, LLC driving any vehicle during the time of day or work year he/she is assigned to LMPSA by HRCC, LLC. The policy shall insure against bodily injury and property damage with a minimum combined single limit (CSL) of \$1,000,000. LMPSA shall also provide personal injury protection coverage of \$1,000,000. LMPSA shall name HRCC, LLC as an additional insured on these policies with thirty (30) days' notice of cancellation or material change in such policies.

b) General Liability Insurance. LMPSA shall maintain a comprehensive general liability insurance policy in the amount of \$1,000,000 (CSL) insuring LMPSA against bodily injury and property damage liability caused by LMPSA's premises operations or activities conducted off premises related to operation of LMPSA. The policy shall include blanket contractual liability and personal injury coverage. LMPSA shall name HRCC, LLC as an additional insured on this policy with thirty (30) days written notice of cancellation or material change.

c) Professional Liability Insurance. LMPA shall provide professional liability insurance, including sexual abuse coverage, in the amount of \$1,000,000 naming HRCC, LLC as an additional insured. LMPA shall maintain a Worker's Compensation policy with an "if only" provision.

d) HRCC, LLC Insurance Coverage. HRCC, LLC shall maintain a comprehensive general liability, errors & omissions, directors & officers, school leaders errors & omissions, auto liability and employment practices liability insurance policy, each of which will be not less than \$1,000,000.00 as well as any such insurance policy in the amount as required by the Contract. The policy shall include blanket contractual liability, crime, and personal injury coverage. HRCC, LLC shall name LMPA and the Charter School Authorizer as an additional insured on this policy within thirty (30) days and HRCC, LLC shall provide written notice of cancellation or material change. These insurance requirements are in addition to the insurance the Board is required to obtain under the Contract.

9. Termination of Agreement.

a) This Agreement shall terminate and HRCC, LLC shall be relieved of all responsibility under this Agreement as of the ending date of the last payroll period immediately preceding any of the following events:

- i) LMPA files for bankruptcy or becomes insolvent;
- ii) The facility where employees are engaged in work for LMPA is closed;
- iii) LMPA requests a layoff of 25% of the workforce;
- iv) LMPA and its successors and assigns discontinue operation;
- v) LMPA meets the definition of a financially distressed business as set forth in the Worker Assistance and Retraining Notification Act.
- vi) The Contract with the Charter School Authorizer is terminated, revoked or not renewed.
- vii) Any other reason set forth in this Agreement, including as identified in Paragraph 4 of this Agreement, that constitutes a default under the Agreement or allows HRCC, LLC to terminate this Agreement.

viii) Failure of LMPA to timely make payment(s) required by this Agreement or reduces the amount invoiced by more than \$5,000.00 of the contested invoice.

b) Agreement Coterminous With LMPA's Contract. If LMPA's Contract issued by the Charter School Authorizer is suspended, revoked or terminated, or a new charter contract is not issued to LMPA after expiration of the Contract, this Agreement shall automatically be suspended or terminated, as the case may be, on the same date as LMPA's Contract is suspended, revoked, terminated or expires without further action of the parties.

c) LMPA may terminate this Agreement prior to the end of the term specified in Paragraph 4 or in the event that HRCC, LLC shall fail to remedy a material breach within 60 days after notice from the Board. Material breach includes, but is not limited to: (1) HRCC, LLC's failure to account for its expenditures or to pay its obligations as specifically noted in this Agreement (provided funds are available to do so), (2) failure of HRCC, LLC to follow policies, procedures, rules, regulations or curriculum duly adopted by the LMPA Board and communicated to HRCC, LLC, provided that such policies, procedures, rules, regulations or curriculum are not inconsistent with the Contract, as amended, this Agreement, or in violation of applicable law, (3) receipt by the Board of unsatisfactory reports from HRCC, LLC or from an educational consultant retained by the Board about matters concerning HRCC, LLC's performance or the performance of the staff which are not reasonably corrected or explained; or (4) HRCC, LLC's failure to abide by all applicable laws in its administration of this Agreement.

d) In the event LMPA terminates this Agreement pursuant to this Paragraph, LMPA shall pay all charges due under this Agreement through the last date of services provided by HRCC, LLC.

10. Indemnification.

a) 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 members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify, defend, and hold harmless Bay Mills Community College, Bay Mills Community College Board of Regents and its members, and their respective officers, employees, agents or representatives from and against all claims, demands, actions, suits, causes of action, losses, judgments,

damages, fines penalties, demands, 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 Board's or the HRCC, LLC's preparation for and operation of the Academy, or which are incurred as a result of the reliance by Bay Mills Community College, Bay Mills Community College Board of Regents or its members, or their respective officers, employees, agents or representatives, upon information supplied by the Board or HRCC, LLC, or which arise out of the failure of the Board or the HRCC, LLC to perform its obligations under the Contract or Applicable Law. 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.

b) HRCC, LLC. HRCC, LLC shall indemnify and hold LMPSA, including its officers, directors, and agents, harmless from any and all claims, including employment related claims by HRCC, LLC employees or applicants, administrative determinations, judgments, damages, reimbursements, back pay, penalties, fines, costs or loss, demands, suits, including reasonable attorney's fees or other forms of liability that may arise out of, or by reason of, any noncompliance with any agreements, covenants, warranties, or undertakings of HRCC, LLC contained in or made pursuant to this Agreement and any misrepresentation or breach of representations and warranties of HRCC, LLC contained in or made pursuant to this Agreement or for wrongful or negligent acts. This indemnification shall include any failure on the part of HRCC, LLC that results in violations of federal, state and local laws and regulations. HRCC, LLC shall not be responsible to indemnify LMPSA for the acts or omissions of an unlicensed individual that occur when that individual is not under the supervision of a Covered Employee. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts acceptable to LMPSA and shall be not less than \$1,000,000 per occurrence.

c) LMPSA. LMPSA shall indemnify and hold HRCC, LLC, including its officers, directors and agents harmless from any and all claims, including employment related claims by LMPSA employees or applicants for employment as a LMPSA employee, administrative determinations, judgments, damages, reimbursements, back pay, penalties, fines, costs or loss, demands, suits, including reasonable attorney's fees or other forms of liability that may arise out of, or by reason of, any noncompliance with any agreements, covenants, warranties, or undertakings of LMPSA contained in or made pursuant to this Agreement and any misrepresentation or breach of representations and warranties of LMPSA contained in or made pursuant to this Agreement or for wrongful or negligent acts. This indemnification shall include any failure on the part of LMPSA for violations of federal, state and local laws and regulations. LMPSA shall not indemnify HRCC, LLC for acts or omissions of an unlicensed individual that may occur when that individual is not under the supervision of LMPSA. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts acceptable to HRCC, LLC and shall be not less than \$1,000,000 per occurrence.

11. Arbitration. In the event of a dispute regarding a breach, alleged breach, validity or interpretation of any provision of this Agreement, both LMPSA and HRCC, LLC agree to submit such disputes, except as either party may be seeking injunctive relief, to final and binding arbitration as the sole and exclusive remedy for such disputes. Said disputes shall be submitted to the Michigan Mediation and Arbitration Services ("MMAS") and governed by the Michigan Court Rules and Michigan Arbitration Act.

The arbitration hearing will be held in Kent County and will be the exclusive remedy for resolving the disagreement. Either party may file for arbitration but must do so with MMAS within one hundred twenty (120) calendar days of the event precipitating the disagreement, or within the applicable statute of limitations, whichever is sooner.

If arbitration is requested by either LMPSA or HRCC, LLC, the parties shall be entitled to be represented by attorneys and/or counsel of their choice. The parties shall equally split the filing fee, and any administrative fees or costs assessed by MMAS, regardless of who requests the arbitration. The parties will split the arbitrator's compensation, and each party will pay its own costs and attorney fees in connection with the arbitration, except as those costs and fees may be reallocated by the arbitrator in the award of damages in accordance with this Agreement or the relevant state or federal statute.

If arbitration is requested, the arbitrator shall allow both parties the right to conduct limited and reasonable discovery, which may include depositions, and for a period of time

necessary for the parties to reasonably prepare for the arbitration hearing. The arbitrator is authorized to issue subpoenas to summon witnesses.

The arbitrator may award any and all remedies allowable by the cause of action pled in the request for arbitration, including but not limited to equitable relief and money damages. The arbitrator shall issue a written decision, containing his/her findings of fact and conclusions of law, and such written decision shall be made available to the Charter School Authorizer upon request. The arbitrator's award will be final and binding on both parties, and may be enforced in a court of competent jurisdiction.

12. Entire Agreement. This document, being executed in multiple and identical counterparts all of which shall constitute part of the Agreement, contain the entire Agreement between the parties with regard to the subject matter of this Agreement. All previous negotiations, statements and preliminary instruments of the parties and their respective representatives are merged into this Agreement. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by the authorized representative of each party. The conditions of this Agreement extend to and bind the subsidiaries, successors and assigns of each party.

13. Notices. All notices required or permitted by this Agreement shall be in writing and delivered personally or by first class mail, postage prepaid to the address of each party as follows:

Leelanau Montessori Public School Academy:

HRCC, LLC:

Leelanau Montessori Public School Academy
7401 East Duck Lake Road
Lake Leelanau MI. 49653

HRCC, LLC
528 4th Street NW
Grand Rapids, MI 49504

With a copy to:

If one of the parties to this Agreement changes his/her or its address, they shall within thirty (30) days notify the other party, in writing, of the new address. Notice shall be deemed received on the date it is delivered or mailed.

14. Responsibility For Performance of Agreement. Each party, their successors and assigns shall be jointly and severally responsible for the performance of their obligations under this Agreement.

15. Severability and Validity. The invalidity or unenforceability of any provision or part of this Agreement shall not affect the validity or enforceability of any other provision or part of this Agreement.

16. Contract Interpretation. The Parties acknowledge that this Agreement and the language contained in this Agreement are the result of negotiations between the parties and no part of this Agreement shall be construed against either party by virtue of authorship.

17. No Third-Party Rights. Except as otherwise stated in this Agreement, this Agreement is intended solely for the benefit of HRCC, LLC and LMPSA, and it shall not be construed to create any benefits for or rights in any other person or entity, including employees, students, or their representatives.

18. Waiver of Breach. The waiver by one party to this Agreement of a breach of this Agreement by the other party shall not operate as or be construed as a waiver of any subsequent breach or breaches by the other party.

19. Caption Headings. The captions headings for each provision of this Agreement are not part of this Agreement nor shall they be use to construe the provision more broadly or narrowly then the text would indicate.

20. Necessary Documents. The parties shall execute all necessary documents required to carry out the terms and intent of this Agreement.

21. Governing Law. The Agreement shall be construed under the law of the State of Michigan.

22. Counterparts. This Agreement may be executed in identical counterparts, each of which shall be deemed an original.

23. Assignment. The Agreement may not be assigned by either party without the written consent of the other party, prior approval of the Board, except that HRCC, LLC may assign its rights and duties to an entity within the HRCC, LLC organization upon 60 days' written notice to the Board and provided the Board approves said assignment, and the assignment is submitted to the Charter School Authorizer for review.

24. LMPSA Board's Constitutional Duty. No provision of this Agreement shall or is intended to interfere with the Board's duty to exercise its statutory, contractual and fiduciary responsibilities governing the operation of LMPSA as provided under Michigan law. This Agreement does not prohibit the Board from acting as an independent, self-governing public body, or allow public decisions to be made other than in compliance with the Open Meetings Act.

25. Governmental Immunity. No provision of this Agreement is intended to restrict the Board from waiving or requiring it to assert its governmental immunity. Nothing in this paragraph shall prohibit HRCC, LLC from asserting any defense that may be available to it under this Agreement or under Michigan law.

26. Financial, Educational, and Student Records. Financial, educational, and student records pertaining to LMPA are LMPA property, and such records may be subject to the provisions of the Michigan Freedom of Information Act, MCL 15.231 et seq. ("FOIA"). All LMPA records shall be physically or electronically available, upon request, at LMPA's physical facilities and shall be kept in accordance with applicable state and federal requirements. Except as permitted under applicable law, HRCC, LLC shall not restrict the Charter School Authorizer's, the public's, or the independent auditor's access to LMPA's records consistent with applicable statutes.

27. Independent Auditor. HRCC, LLC shall not select, retain, evaluate, or replace the independent auditor, accounting firm or legal counsel for LMPA. All finance and other records of HRCC, LLC relating to LMPA will be made available to LMPA's independent auditor at the request of LMPA or the auditor.

28. Procurement of Equipment, Materials, and Supplies. If HRCC, LLC procures equipment, materials, and supplies at the request of or on behalf of LMPA, HRCC, LLC shall not include any added fees or charges with the cost of the equipment, materials, and supplies purchased from third parties. Any equipment, materials, or supplies purchased by HRCC, LLC on behalf of or as the agent of LMPA are the property of LMPA. When making a purchase on behalf of or as agent of LMPA, HRCC, LLC shall comply with Section 1274 of the Code, MCL 380.1274, as if LMPA were making a purchase directly from a third party.

29. LMPA Proprietary Rights. LMPA owns all proprietary rights to curriculum or educational materials that:

- a) are both directly developed and paid for by LMPA; or
- b) were developed by HRCC, LLC at the direction of the Board with LMPA funds dedicated for the specific purpose of developing such curriculum or educational materials.

All educational materials and teaching techniques used by LMPA may be subject to disclosure under the Code and FOIA.

30. HRCC, LLC Proprietary Rights. HRCC, LLC owns all proprietary rights over curriculum, educational or LMPA management materials:

- a) previously developed or copyrighted by HRCC, LLC, or

b) curriculum, educational or LMPSA management materials that are developed by HRCC, LLC with HRCC, LLC funds for LMPSA, or

c) materials that are not otherwise dedicated for the specific purpose of developing LMPSA curriculum, educational or management materials.

All educational materials and teaching techniques used by LMPSA are subject to disclosure under the Code and FOIA.

31. Employment Liability. HRCC, LLC is the employer of record for employee compensation, collection of payroll taxes and withholdings, worker's compensation and unemployment liability and payment of benefits, all of which are set forth in this Agreement.

32. Marketing and Development. Should HRCC, LLC provide marketing and development services to LMPSA, the cost paid by or charged to LMPSA shall be limited to those costs specific to the LMPSA program and shall not include any costs for the marketing and development of HRCC, LLC.

33. FERPA. LMPSA designates the employees of HRCC, LLC assigned to LMPSA as agents of the Academy having a legitimate educational interest such that they are entitled access to educational records under 20 U.S.C. Section 1232g, the Family Educational Rights and Privacy Act ("FERPA").

This Agreement is executed as of the date first written above.

Leelanau Montessori Public School Academy

By:

Its President – Sarah Bordeaux

HR Charter Consulting, LLC

By:

Its President – Dan Barcheski

LMPSA

7/1/2018

205074520.1 47493/177427

Tab 6

CONTRACT SCHEDULE 6
PHYSICAL PLANT DESCRIPTION

Leelanau Montessori Public School Academy

Physical Plant Description

	<u>Page</u>
Physical Plant Description	6-1
Floor Plan.....	6-3
Site Plan	6-7
Occupancy Approval	6-11
Lease Agreement	6-12

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 the Leelanau Montessori Public School Academy (“Academy”) is as follows:

Address: 7401 E. Duck Lake Road
Lake Leelanau, MI 49653

General Description: The Connie Binsfeld Resource Center is approximately 14,420 square feet. It is a one-story brick building built in 1998 that sits on 3.52 acres. The school will feature:

- 1 Toddler room and bathroom
- 2 Primary rooms with bathrooms
- 2 Lower elementary rooms
- 2 Upper elementary rooms
- Shared bathrooms for the elementary rooms
- Large Common room for meetings and lunch
- Large Indoor Playspace / theatre room
- Media center
- Full Service Kitchen
- Staff offices
- Faculty common space
- Storage
- Outdoor play areas
- Outdoor gardens
- Chicken coops
- Large parking area

The school site plan will include outdoor recreational areas, natural playscapes, farm to table gardens, flower gardens, designated pick-up and drop-off zones, and parking for staff and guests.

Term of Use: Term of Contract.

Configuration of Grade Levels: Preschool through sixth grade.

Name of School District and Intermediate School District:

Local: Suttons Bay Public Schools

ISD: Traverse Bay Area ISD

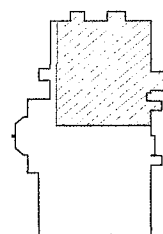
3. It is acknowledged and agreed that the following information about this Proposed Site is provided on the following pages, or must be provided to the satisfaction of the College Board, before the Academy may operate as a public school in this state.

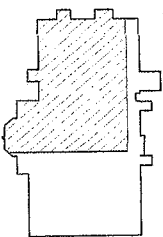
- A. Size of building
- B. Floor Plan
- C. Description of Rooms
- D. Copy of lease or purchase agreement

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.





PROPOSED
SOUTH-WEST PARTIAL FIRST FLOOR PLAN
SCALE: 1/8" = 1'-0"

NORTH

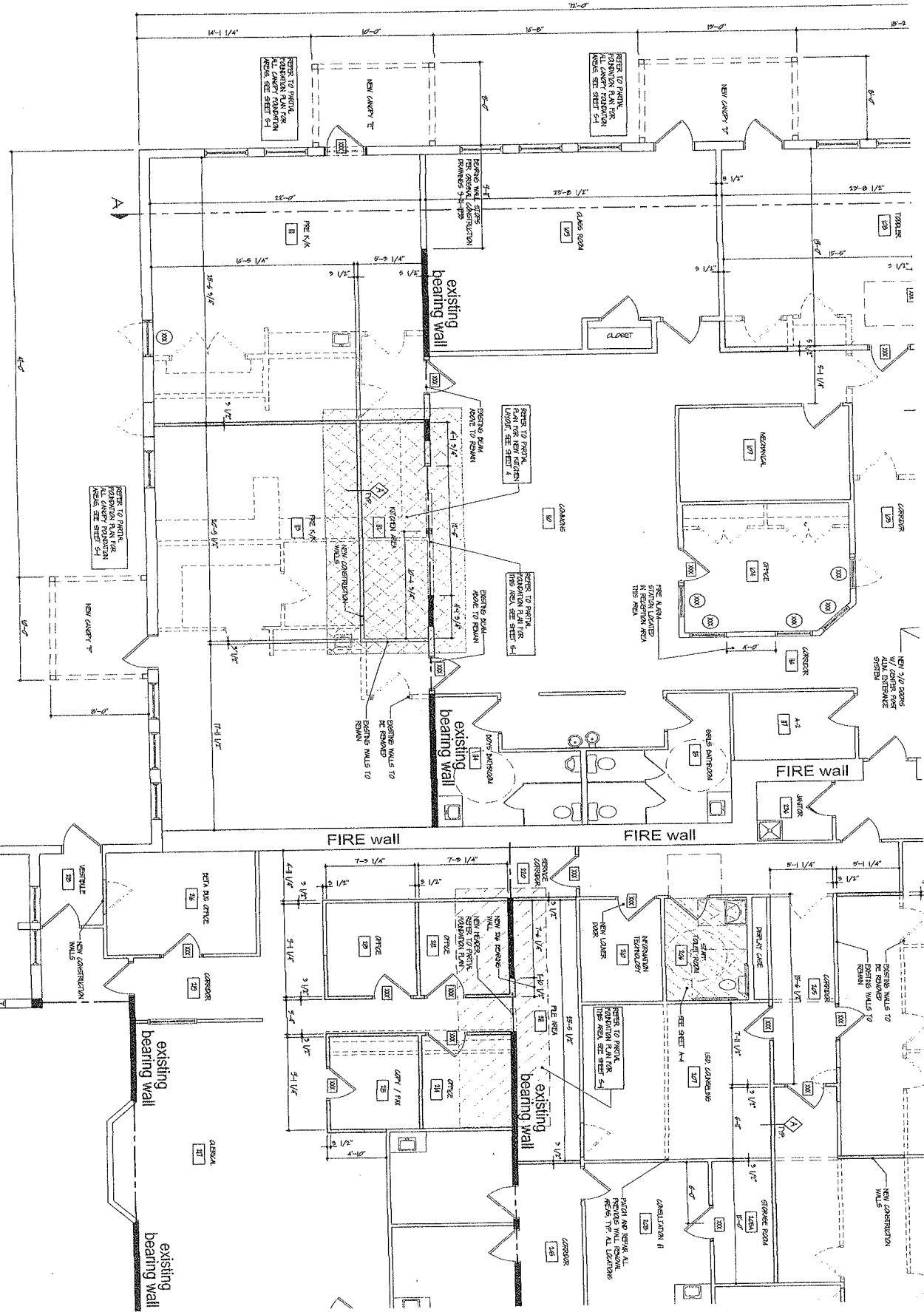
BASE CAD DRAWINGS PROVIDED BY STEVE FERRIGNA, ARCHITECT

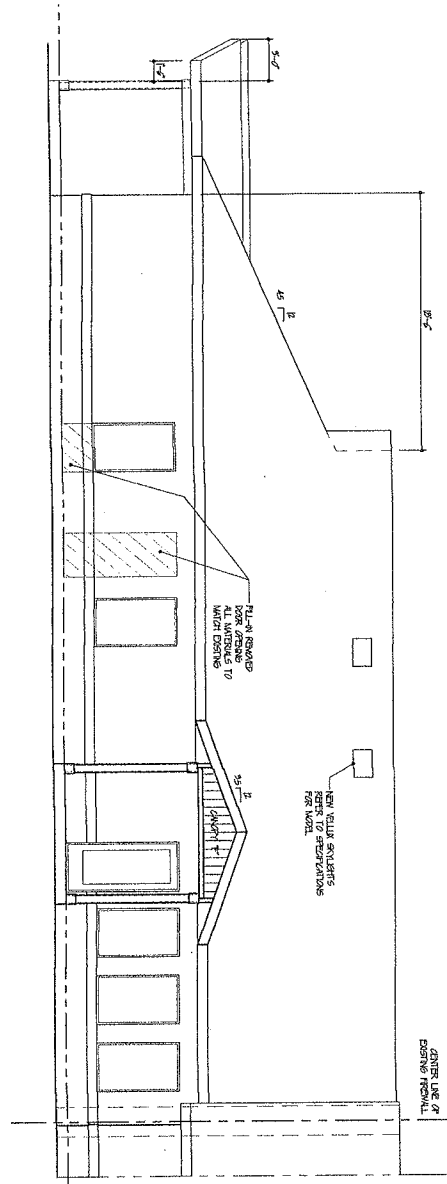
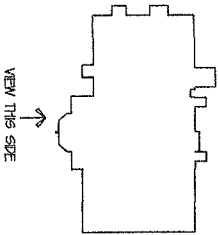


MICHAEL H. KASUSKE, LLC.
1-231-347-9034
W.C. FULLER, ARCHITECT
1-231-758-4702

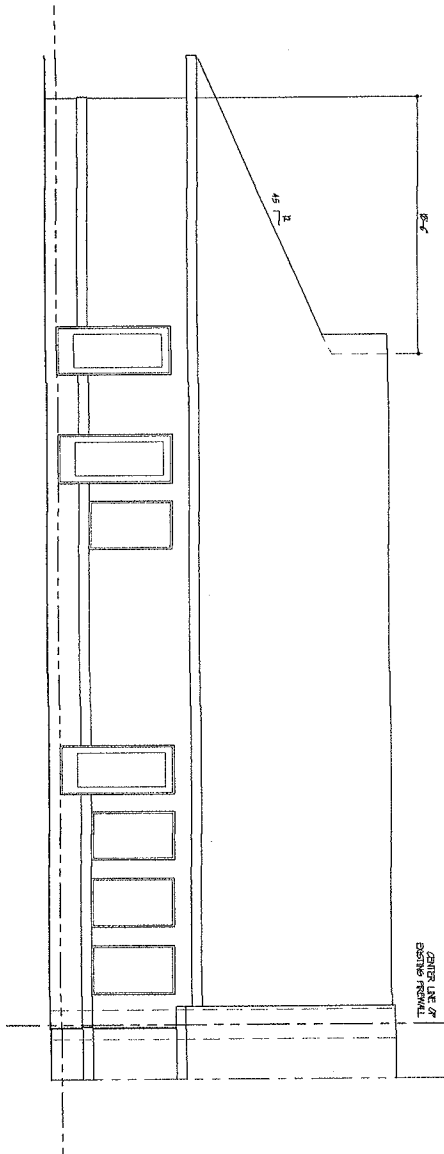
LEELANAU MONTESSORI
PUBLIC SCHOOL ACADEMY
PARTIAL FIRST FLOOR PLAN

DATE: 6/4/10	REVISIONS: FINAL PLANS 6/24/10	A-2
SD NO: 1721-17		





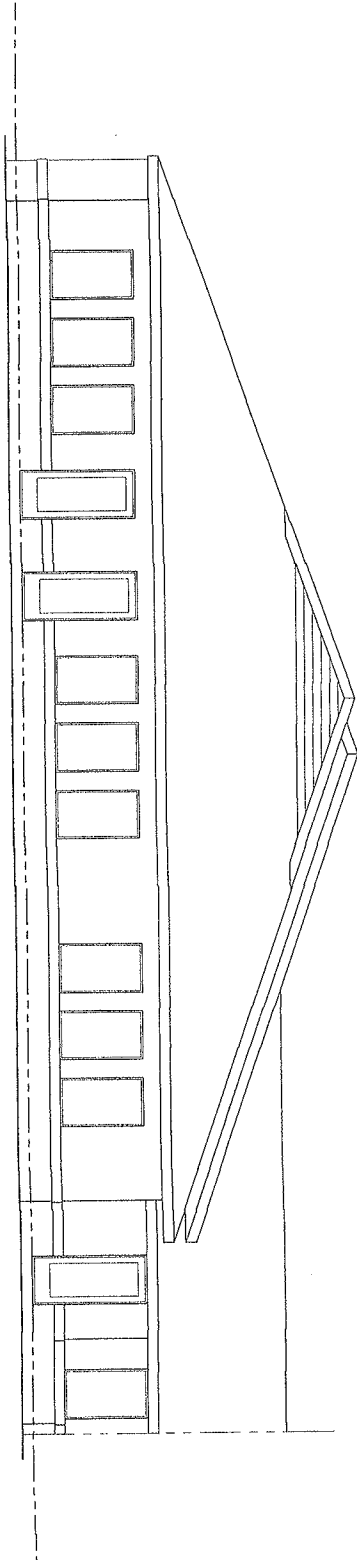
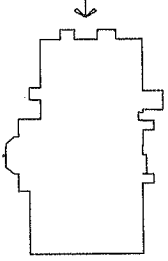
PARTIAL PROPOSED SOUTH ELEVATION
SCALE 1/8" = 1'-0"



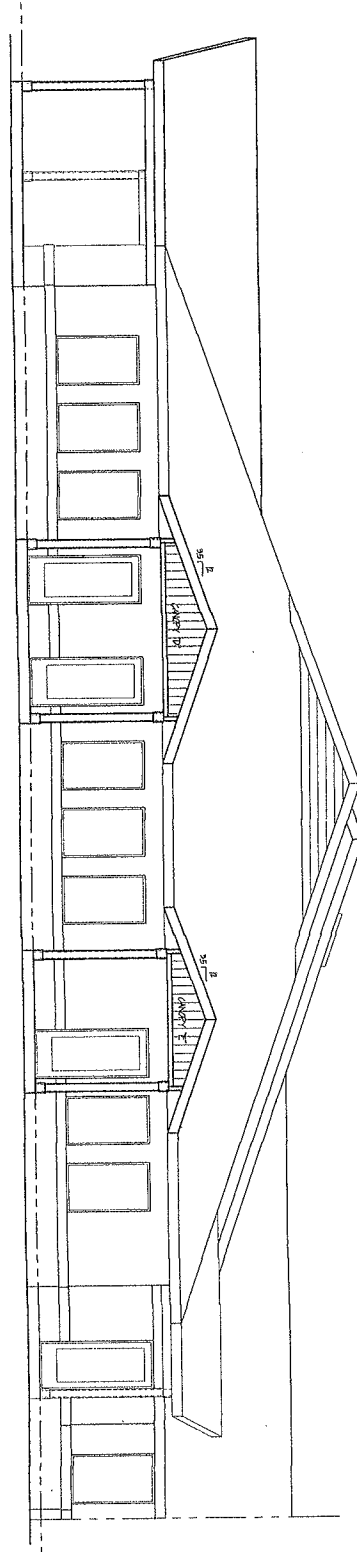
PARTIAL EXISTING SOUTH ELEVATION
SCALE 1/8" = 1'-0"

	<p>MICHAEL H. KASUSKE, LLC. 1-231-347-9034</p> <p>W.C. FULLER, ARCHITECT 1-231-758-4702</p>	<p>LEELANAU MONTESSORI PUBLIC SCHOOL ACADEMY</p> <p>SOUTH ELEVATIONS</p>	<p>DATE: 6/4/10</p> <p>JOB NO. 1721-17</p>	<p>REVISIONS:</p> <p>FINAL PLANS 6/14/10</p>	<p>A-6</p>
--	---	--	--	--	------------

VIEW THIS SIDE



PARTIAL EXISTING WEST ELEVATION
SCALE 1/8" = 1'-0"



PARTIAL PROPOSED WEST ELEVATION
SCALE 1/8" = 1'-0"

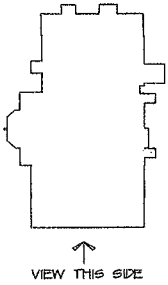
MICHAEL H. KASUSKE, LLC.
1-231-347-9034
W.C. FULLER, ARCHITECT
1-231-758-4702

LEELANAU MONTESSORI
PUBLIC SCHOOL ACADEMY
WEST ELEVATIONS

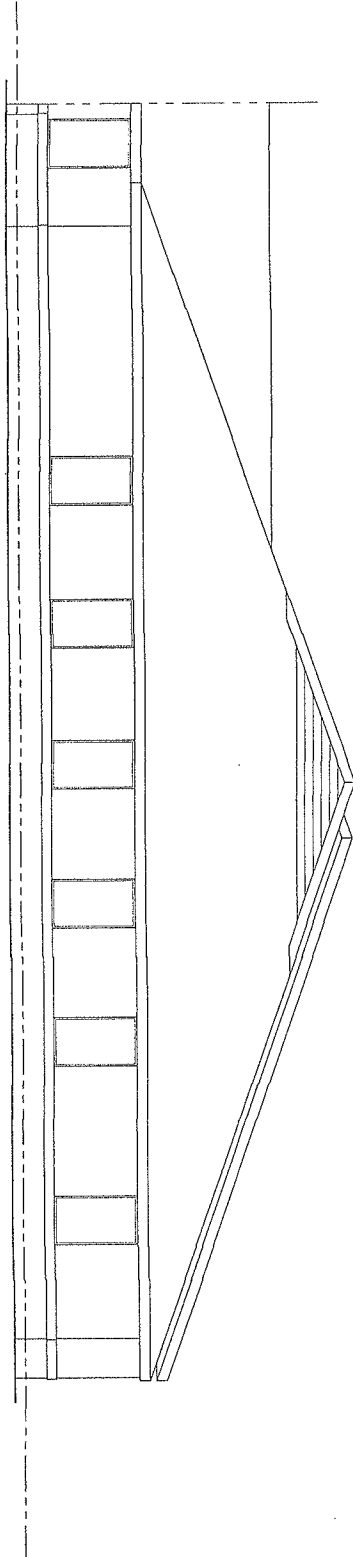
DATE:
6/4/18
JOB NO.
1721-17

REVISIONS:
FINAL PLANS 6/24/18

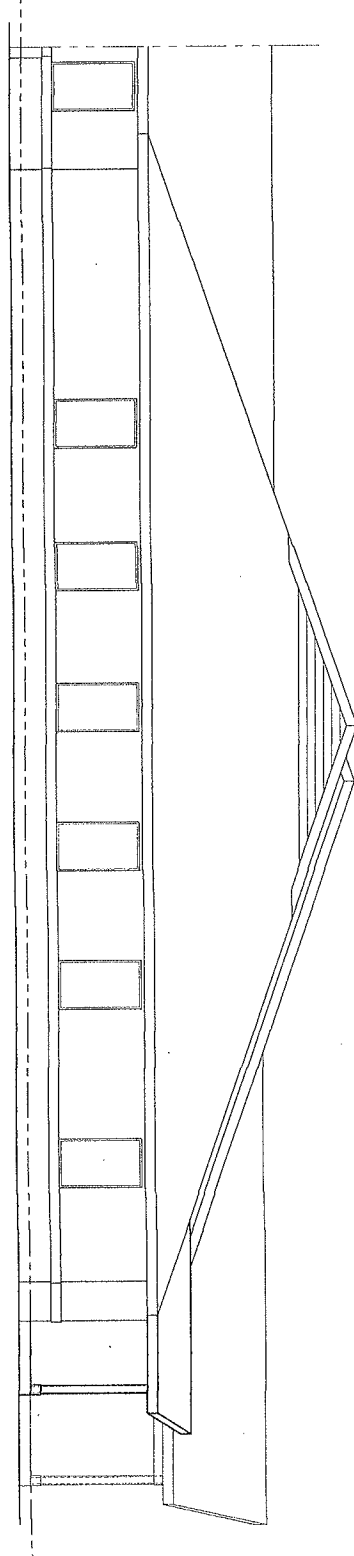
A-7



PARTIAL EXISTING EAST ELEVATION
SCALE 1/8" = 1'-0"



PARTIAL PROPOSED EAST ELEVATION
SCALE 1/8" = 1'-0"



MICHAEL H. KASUSKE, LLC.
1-231-347-9034
W.C. FULLER, ARCHITECT
1-231-758-4702

LEELANAU MONTESSORI
PUBLIC SCHOOL ACADEMY

EAST ELEVATIONS

DATE:
6/14/18

JOB NO.
1721-17

REVISIONS:
FINAL PLANS 6/14/18

A-8

Certificate of Occupancy Approval

The Academy's Certificate of Occupancy Approval is not yet complete. The Academy shall submit a revised Certificate of Occupancy Approval to the Charter Schools Office by August 31, 2018. Upon completion, the Academy shall submit a copy of the executed Certificate of Occupancy Approval to the Charter Schools Office, which the Charter Schools Office will then submit to the Michigan Department of Education.

LEASE AGREEMENT
Between Suttons Bay Public Schools (Lessor)
And Leelanau Montessori Public School Academy (Lessee)

This Lease Agreement ("Lease") is made and effective July 1, 2018, by and between Suttons Bay Public Schools, a Michigan general powers school district organized and operating under the provisions of the Revised School Code, MCL 380.1, *et seq.*, as amended, whose address is 500 South Elm Street, P.O. Box 367, Suttons Bay, Michigan 49682 ("Landlord") and Leelanau Montessori Public School Academy, a Michigan public school academy organized and operating under the provisions of the Revised School Code, MCL 380.1, *et seq.*, as amended, whose address is 310 Elm Street, P.O. Box 838, Suttons Bay, Michigan 49682 ("Tenant") (each a "Party" and collectively "the Parties").

WHEREAS, Landlord is authorized to contract with Tenant under Section 11a of the Revised School Code, MCL 380.11a; and

WHEREAS, Landlord owns a school building ("School") along with the related real estate located at 310 Elm Street, Suttons Bay, Michigan 49682; and

WHEREAS, Tenant desires to lease six (6) classrooms within the School, along with office and storage space and shared use of certain common areas (e.g., the gymnasium, hallways and restrooms), which are identified in more detail in Paragraph 1, below; and

WHEREAS, Landlord desires to lease those portions of the School, which are identified in Paragraph 1, below, to the Tenant;

NOW THEREFORE, in consideration of the mutual promises, contained herein and other good and valuable consideration, the Parties mutually agree as follows:

1. **Lease Premises; Personal Property.** The Tenant shall have the right of exclusive use of the following six (6) classrooms at the School commonly known as
Rooms 5-6 (1,347 square feet),
Room 7 (712 square feet),
Room 16 (1,762 square feet),
Room 17 (728 square feet), and
Room 18 (876 square feet),
as well as the non-exclusive / shared use of the Office and storage space, gymnasium, hallways, restrooms, parking lot, and playground, and other common areas (collectively, the "Leased Premises").
2. **Term.** The term of this Lease begins July 1, 2018 and ends December 31, 2018, subject to the default provisions provided in Paragraph 19, below.

3. Rent and Other Payments.

A. Tenant shall pay to the Landlord the total amount of Four Thousand Two Hundred Sixty-Nine and 00/100 Dollars (\$4,269) per month, payable on the first day of each month beginning July 1, 2018, with the last payment due December 1, 2018.

B. In addition to the monthly rental payment stated in Section 3.A. above, Tenant shall also be responsible and liable to make the following payments provided in this Section 3.B.

(i) The Tenant shall be responsible for 8.3% of the utility costs for the School, based on the calculation of the Tenant's percentage share of the overall square footage of the school (5425 square feet is 8.3% of the total 65,746 square feet of the school building). The Tenant shall pay its share of the utility costs within 15 calendar days of being invoiced for its share of the utility costs by the Landlord.

(ii) The Tenant shall be responsible for a waste disposal fee of \$100 per month. The Tenant shall pay to the Landlord the \$100 waste disposal fee on the first day of each month, beginning on July 1, 2018.

(iii) The Tenant shall be responsible for the costs of custodial services provided, which shall be based upon the contract costs incurred by the Suttons Bay Public Schools for providing such services for the Lease Premises. The Tenant shall pay the custodial costs within 15 calendar days of being invoiced for its share of the custodial costs by the Landlord.

4. Use. The Leased Premises may be used and occupied by Tenant for public school academy and related purposes and for no other purposes without the written consent of Landlord. Tenant shall, at its expense, comply with all applicable ordinances, laws, rules, codes, and regulations, including without limitation, all regulations relating to the safety, occupation and use of the Leased Premises. Tenant shall not cause any rubbish, waste, material, or products to accumulate on the Leased Premises.

5. Sublease and Assignment. Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without written Landlord's consent.

6. Repairs. During the Lease term, Tenant shall make, at its expense, repairs to the interior of the Leased Premises, including such items as routine cleaning and minor maintenance and repair of floors and walls, doors, windows, fixtures, appliances and furnishing, if any, and other parts of the Leased Premises damaged or worn through normal occupancy. Tenant shall perform all interior and exterior maintenance, repair and replacement upon Lease Premises necessitated by the action or inaction of Tenant, its agents, employees, or invitees. Landlord shall be responsible for the maintenance and repair of all the structural components

shall be responsible for the maintenance and repair of all the structural components of the Leased Premises, including but not limited to roof, walls, HVAC, electrical and plumbing systems.

7. **Alterations and Improvements.** Tenant shall have the right, following Landlord's review of plans and consent (in writing), to remodel, redecorate, and make additions, improvements, and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment, and other temporary installations in and upon the Leased Premises and fasten the same to the Leased Premises. All personal property, equipment, machinery, trade fixtures, and temporary installations, placed or installed on the Leased Premises by Tenant are owned by Tenant unless they are not removed upon the termination of this Lease, in which case they shall become the Landlord's property free and clear of any claim by Tenant. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at its sole expense.

8. **Property Taxes.** Landlord shall be responsible for payment of all property taxes, assessments, impositions or charges, whether general or special, including, but not limited to, any and all real estate taxes and assessments, on the School. Tenant shall be responsible for paying additional real property taxes, if any, resulting because of Tenant's rental or use of the Leased Premises. In the event that real property taxes are imposed upon the Leased Premises as a result of the Tenant's use or possession of same, the Tenant shall reimburse the Landlord for same within thirty (30) days of receipt of an invoice for the real property taxes.

9. **Insurance.**

A. Landlord shall maintain fire and extended coverage insurance in the amount of \$ 10,349,795 on the School. Tenant shall observe all regulations and requirements of any of the underwriters which provide fire and extended coverage insurance concerning the use and condition of the Leased Premises in order to reduce fire and other hazards.

B. Tenant shall maintain a policy or policies of comprehensive broad form general liability insurance for the benefit of Landlord with respect to the Leased Premises in the amount of \$1,000,000 single incident (\$2,000,000 aggregate) with the premiums thereon fully paid on or before due date. Landlord shall be listed as an additional insured on the Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current certificates of insurance evidencing the Tenant's compliance with this paragraph. The policy or policies of comprehensive general liability insurance shall contain language which provides that the Landlord shall be notified, in writing, at least thirty (30) days prior to the cancellation of the policy or policies. In the event of cancellation of coverage, the Landlord may, at its sole option, either (i) obtain a policy or policies of comprehensive general liability insurance, the premium(s) of which shall be considered rent under this Lease and the Tenant shall reimburse

liability insurance, the premium(s) of which shall be considered rent under this Lease and the Tenant shall reimburse the Landlord within thirty (30) days from receipt of an invoice for the premium(s). Tenant shall be responsible for the expense of fire and extended coverage insurance maintained on its personal property, including removable trade fixtures, located in the Leased Premises.

C. To the extent permitted by law, Tenant shall indemnify and hold harmless Landlord, its board of education, board of education members, employees and agents harmless from any and all liabilities, damages, awards, penalties, costs, claims, causes of action and expenses, including but without limitation actual attorneys' fees and other costs incurred by Landlord, arising out of or in related to Tenant's occupancy and/or use of the Leased Premises.

10. **Utilities; Additional Services.** Landlord shall pay when due all charges for water, sewer, gas, and electricity consumed, as well as telephone and internet usage, at the Leased Premises during the term of this Lease. Tenant shall be responsible for its share of costs of such utilities and other services as provided in Section 3.B. of this Lease Agreement. Any additional services requested by the Tenant may be mutually agreed upon in writing by the Parties.

11. **Signs.** With Landlord's written consent, Tenant shall have the right to place at the School, at locations selected by Landlord, any signs upon Landlord's review and which are permitted by state laws or local ordinances, if applicable. Tenant shall, at its expense, repair any damage to the School resulting from the removal of signs installed by Tenant.

12. **Lawn Care and Snow Removal.** Landlord shall be responsible, at its cost, for all lawn care and snow removal at the School, including without limitation removal of snow from all sidewalks.

13. **Rules and Regulations.** Tenant shall abide by all reasonable rules and regulations now and hereafter imposed by the Landlord upon the Tenant as a result of the Tenant's possession and/or use of the Leased Premises. Tenant shall not permit or allow unauthorized drugs, tobacco products, or alcohol of any kind to be used or consumed at the Leased Premises.

14. **Entry.** Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same. However, Landlord shall not unreasonably interfere with Tenant's use of the Leased Premises. Landlord reserves the right to make all further reasonable rules and regulations as in Landlord's judgment may be necessary or desirable for the safety, care, and cleanliness of the Leased Premises.

15. **Parking.** During the term of this Lease, Tenant shall have the use of the automobile parking areas, driveways, and footways, subject to reasonable rules and regulations

for the use of same as prescribed from time to time by Landlord and provided Tenant has advance written notice of the same.

16. **Compliance with Competitive Bidding Requirements.** If Landlord procures equipment, materials, and/or supplies on behalf of Tenant, Landlord shall follow all applicable competitive bidding laws, and Landlord shall not include any additional fees or charges with the cost of equipment, materials, and/or supplies purchased from third parties, except that Landlord may assess actual costs, such as taxes, shipping, permits, installation, and similar expenses.

17. **Damage and Destruction.** If the Leased Premises or any part thereof or any appurtenance thereto is damaged by fire, casualty, or structural defects that the same cannot be used for Tenant's purposes, then Landlord or Tenant shall have the right within ninety (90) days following damage to elect by notice to the other party to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the sole cost of Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials, labor, or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable, or unfit for occupancy or use for Tenant's purposes. In the event the Leased Premises are not damaged to such extent that they are rendered wholly unusable, then Tenant shall continue to occupy that portion of the Leased Premises that are usable, and rent shall abate proportionately to the portion occupied. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, and if no further payments are to be made, any such advance payments shall be refunded to Tenant.

18. **Hazardous Materials.** Landlord is responsible for investigating, cleaning, removing, remediating, or otherwise dealing with any Hazardous Material present at the Leased Premises prior to Tenant's occupation of the site. Tenant has no liability or obligation to investigate, clean, remove, remediate, or otherwise deal with any Hazardous Material present at the Leased Premises prior to Tenant's occupation of the site. To the extent permitted by law, Landlord agrees to indemnify, defend, and hold harmless Tenant and its Board of Directors from any and all liabilities, damages, awards, penalties, costs, claims, causes of action and expenses, including costs and attorney fees' arising from Landlord's use or prior use of Hazardous Materials at the School.

Tenant is responsible for investigating, cleaning, removing, and remediating (or otherwise dealing with any Hazardous Material is uses or otherwise causes to be located in or on the Leased Premises. To the extent permitted by law, Tenant shall indemnify, defend, and hold harmless Landlord and its Board of Education from any and all liabilities, damages, awards,

penalties, costs, claims, causes of action and expenses, including costs and attorney fees', arising from Tenant's use or prior use of hazardous materials at the School.

For purposes of this Lease, "Hazardous Materials" includes, but is not limited to, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in (1) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 USC 9601, *et seq.*); (2) the Hazardous Materials Transportation Act, as amended (49 USC 1801, *et seq.*); (3) the Resource Conservation and Recovery Act, as amended (41 USC 9601, *et seq.*); (4) the Federal Water Pollution Control Act, 33 USC 1251, *et seq.*; or (5) Michigan's Natural Resources and Environmental Protection Act, Public Act 451 of 1994, as amended (MCL 324.101, *et seq.*), including any regulations adopted or publications promulgated pursuant to the above-referenced statutes, or as otherwise defined, classified, characterized, listed or identified by any other federal, state or local and governmental law, ordinance, rule or regulation.

19. **Default.** If default shall at any time be made by either Party in any of the covenants or conditions to be kept, observed, and performed by a Party under this Lease, and such default shall continue for thirty (30) days after notice of the default, in writing, was provided to the defaulting Party by the non-defaulting Party, without correction or completion thereof, this Lease shall terminate and the non-defaulting Party may pursue all legal and equitable remedies available against the defaulting Party. In the event of a default, the defaulting Party shall pay the non-defaulting Party's litigation costs, including actual attorneys' fees, incurred as a result of the default.

20. **Termination of Lease.**

A. This Lease, and the obligations of both Parties hereunder, shall terminate in the event that Tenant's Charter Contract with its Authorizer, the Board of Trustees of Bay Mills Community College, is revoked, suspended, terminated, or expires by its terms.

B. If this Lease is terminated, suspended, revoked, or expires by its terms, then the Lease Agreement and all obligations of both Parties hereunder shall immediately terminate. Any prepaid rent and security deposit shall be prorated and equitably returned to Tenant within 15 calendar days of such termination.

21. **No Partnership or Joint Programs.** Nothing contained in this Lease is intended nor shall it create a partnership between the Landlord and the Tenant nor shall any programs conducted by the Tenant be deemed to be joint programs of the Landlord and the Tenant.

22. **Quiet Possession.** Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet,

peaceable, and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

23. **Condemnation.** If any legally, constituted authority condemns the Leased Premises or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and the Parties shall account for rent as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority, subject to the provisions of Paragraph 17.

24. **Lease and Building Records.** Upon reasonable advanced written request, all Lease and School building records of Landlord will be made available to Tenant's independent auditor and the CSO.

25. **Notice.** Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord:

Suttons Bay Public Schools
Attn: Superintendent of Schools
500 South Elm Street
P.O. Box 367
Suttons Bay, Michigan 49682

With a copy to:

Suttons Bay Public Schools
Attn: President, Board of Education
500 South Elm Street
P.O. Box 367
Suttons Bay, Michigan 49682

If to Tenant:

Leelanau Montessori Public School Academy
Attn: President, Board of Directors
310 Elm Street
P.O. Box 838
Suttons Bay, Michigan 49682

The Parties shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

26. **Waiver.** No waiver of any default of Landlord or Tenant hereunder shall be implied from any failure to take action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition.

27. **Headings.** The headings used in this Lease are for convenience of the Parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

28. **Successors.** The provisions of this Lease shall extend to, and be binding upon, the Parties and their respective legal representatives, successors and permitted assigns.

29. **Consent.** Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.


30. **Surrender of Leased Premises.** Tenant covenants and agrees to surrender possession of Leased Premises to Landlord upon expiration of term of this Lease, or upon earlier termination of this Lease, in as good condition and repair as the same shall be at the commencement of this Lease, ordinary wear and tear excepted.

31. **Final Agreement.** This Lease terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Lease may be modified or amended only by a further writing that is duly executed by both Parties, and which is reviewed by the Bay Mills Community College Charter School Office before execution. For certain types of non-substantive amendments to this Lease, the Charter School Office director may waive this requirement in writing.

32. **Counterparts.** This Lease may be executed in counterpart originals, each of which when duly executed and delivered shall constitute a single instrument. This Lease may be executed in person, by facsimile, or by electronic signature sent by email.

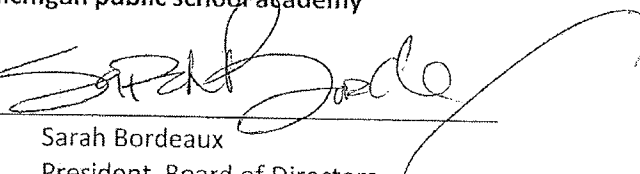
IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

SUTTONS BAY PUBLIC SCHOOLS,
a Michigan general powers school district

By: 
Michael Carmean
Superintendent of Schools

Dated: June 18, 2018

LEELANAU MONTESSORI PUBLIC SCHOOL ACADEMY,
a Michigan public school academy

By: 
Sarah Bordeaux
President, Board of Directors

Dated: June 18, 2018

c:\users\dmartin\documents\school law\client work\suttons bay\lease agreement - leelanau montessori psa.docx

Tab 7

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.

Tab A

SECTION A
GOVERNANCE STRUCTURE

GOVERNANCE STRUCTURE

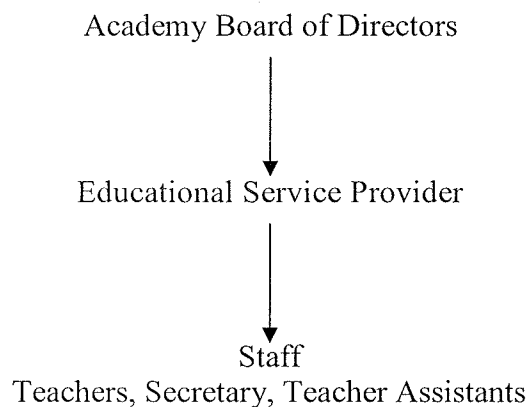
The College Board shall appoint the Board of Directors of the Academy ("Academy Board"). The Academy Board has all the powers and duties permitted by law to manage the business, property and affairs of the Academy. The Academy Board is responsible for assuring that the Academy operates according to the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

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

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

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

The Governance Structure of the Academy:



The Academy Board consists of eight (8) members. Nominations and appointments of subsequent members shall be made in accordance with this Contract. Vacancies in office shall be determined and filled pursuant to the provisions set forth in the Bylaws. The current Academy Board Members are as follows:

Samantha Bennett- Trustee
4410 S. Forthill Drive
Suttons Bay, MI 49682
(231) 271-4004
iakeandsambennett@yahoo.com Term Ending June 30, 2019

Sarah Bordeaux- President
8235 E. O'Brien Road
Lake Leelanau, MI 49653
(231) 360-0357
bordeauxs@leelanaumontessori.org Term Ending June 30, 2021

Bill Chaney- Secretary
4574 S. Bay Valley Drive
Suttons Bay, MI 49682
(231) 866-4222
wmlchaney@gmail.com Term Ending June 30, 2019

Alicia Evans- Treasurer
P.O. Box 924
Suttons Bay, MI 49682
(231) 620-8556
Aliciae0321@gmail.com Term Ending June 30, 2021

Colleen Macdonald - Vice President
9773 E. Valley Hills Drive
Traverse City, MI 49684
(231) 929-2168 (231) 620-1286 cell
rwtycharter.net Term Ending June 30, 2019

Nicole Martin- Trustee
11149 Meadow View Drive
Suttons Bay, MI 49682
(231) 432-0211
nicolemartin0707@hotmail.com Term Ending June 30, 2017

Tom McConnell- Trustee
66 Highland Drive
Lake Leelanau, MI 49653
(231) 256-9606 (231) 620-2284 cell
tommcconnellassociates.com Term Ending June 30, 2019

Emily Miezio- Trustee
10351 E. Solemn Road
Suttons Bay, MI 49682
(231) 668-2755
emily.miezio@gmail.com Term Ending June 30, 2019

Tab B

SECTION B
EDUCATIONAL GOALS

SCHEDULE 7B

EDUCATIONAL GOALS AND RELATED MEASURES

Pursuant to Applicable Law and the Terms and Conditions of the 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 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 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 in 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 NWEA MAP.	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 most recently identified by NWEA studies.

*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	Students will on average achieve fall-to-spring

	and math as measured by growth targets set for each student by NWEA MAP.	academic growth targets for reading and math as set for each student by NWEA MAP.
--	--	---

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, attendance rates.

Tab C

SECTION C
EDUCATIONAL PROGRAMS

Schedule 7c

Description of Educational Program

Maria Montessori believed that the primary goal throughout all stages of development is to increase self-reliance, thereby adding another dimension of independence toward becoming a whole human, an adult capable of directing her work toward individual self-development and a collective contribution to society. Our program sets forth physical, socio-emotional, cognitive/intellectual, and creative/spiritual goals for each stage of the child's development. The overarching goal of our program is development of a capable hand and mind for the purpose of joyful lifelong living. Caring, capable, confident, and conscientious global citizens will graduate from our learning community and will challenge themselves to continually strive for growth within themselves and as a member of the human race. The following goals reflect our mission as a Montessori school in educating the child:

- 1) To nurture a positive attitude towards learning and foster an abiding sense of curiosity;
- 2) To build and encourage habits of initiative, concentration, perseverance, and organization;
- 3) To encourage children to identify and strive for their fullest potentials, working at their own pace, with a time awareness;
- 4) To develop a sense of self-respect, confidence, responsibility, and inner discipline;
- 5) To foster hypothesis, experimentation, observation, discovery and application;
- 6) To foster socially acceptable behavior, responsibility to society including service to others, and a sense of belonging;
- 7) To develop a compassion and reverence for life and the earth's environments, and assume a personal responsibility for stewardship of the earth including world peace;
- 8) To create caring, cohesive, and supportive learning communities;
- 9) To foster dynamic partnerships with families for a consistent Montessori framework;
- 10) To provide the child with the opportunity to acquire skills and knowledge essential for a lifetime of learning, including but not limited to the Montessori curriculum and state standards.
- 11) To provide a creative, aesthetic, and adaptive environment that responds to each child's needs and interests; and
- 12) To develop sensory and motor skills that enables and sharpens the ability to discriminate, judge, and control.

Dr. Montessori believed that the focus of education must continually adapt to the child's natural stages of development. Montessori described these stages as, "Planes of Development," which occur in approximately six-year intervals, each of which is further subdivided into three year segments. These Planes of Development are the basis for the three-year age groupings found in Montessori school classes:

- Primary Environment ages 3 to 6 (PreK-K)
- Lower Elementary Environment ages 6 to 9 (Grades 1-3)
- Upper Elementary Environment ages 9 to 12 (Grades 4-6)
- Erkindergarten Environment (Middle School) ages 12 to 15 (Grades 7-8)

Special Education

When making educational decisions for students with disabilities, LMSPSA will ensure that parents are notified and invited to become members of the group making these decisions. When determining how services will be delivered to students with disabilities, LMPSA will work in conjunction with the TBAISD to follow all guidelines issued by the Michigan Department of Education. If a child with a current IEP (Individualized Educational Program) enrolls in the Academy, the Academy will implement the existing IEP to the fullest extent possible, or will work with parents to ensure as much of the IEP can be implemented until a new IEP can be developed with the LMPSA and ISD team. IEP's will be developed, revised, and implemented only in accordance with the Individuals with Disabilities Educational Improvement Act (IDEA) and state laws and regulations.

LMPSA will fully comply with applicable laws and regulations governing children with disabilities, particularly IDEA, as follows:

1. LMPSA is responsible for providing a free appropriate public education to children with disabilities as detailed in their IEP.
2. LMPSA will ensure that children who are suspected of having disabilities are properly evaluated by a multidisciplinary team (in conjunction with TBAISD), which is acceptable to the MDE, and that children who have already been identified are re-evaluated by the multidisciplinary team at established interval required by IDEA.
3. When a multidisciplinary team determines that a special education student requires special designed instruction, LMPSA will ensure that the IEP is fully implemented in accordance with IDEA, and reviewed annually.

Pullout programs used at LMPSA are specifically described in an IEP, 504 plan, or an individual student-learning plan. LMPSA staff is expected to always recognize and honor the educational program stated in an IEP for a special education student, or a 504 plan for a qualified student. Special education services will be delivered in compliance with federal and state laws. The special education team works hard to deliver a push-in standard of delivery for all students at LMPSA.

The special education program at LMPSA uses the inclusion model for providing services to students with IEP's. In cases where the LMPSA's program is compromised by an IEP, in regards to an inclusion issue, the Head of School, or his or her designated representative, will meet and discuss the issue with the individual family and determine how the IEP can work in conjunction with the unique quality educational program offered at LMPSA. The same will be true for a student who has a 504 plan. The parent's decision is typically honored and the matter is closed.

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

Elementary and Middle School

Elementary and middle school will use a self-contained model for program delivery. Students will have the same teacher for the three-year cycle of elementary school (PreK-6) and a two-year cycle for middle school (7-8). Students will be working with their classroom teacher on music, art, and physical education requirements set forth by the State of Michigan.

Curriculum

LMPSA embraces the Michigan Curriculum Framework and its adoption of the Common Core State Standards (CCSS) as its minimum standards of learning. LMPSA's current scope and sequence has been developed in an attempt to extend the minimum standards through accelerated learning practices and differentiated instruction. Due to the multi-age classroom setting, students can accelerate forward for more academic challenges by cross grade learning projects and material instruction.

Reading/Language Arts

LMPSA will use the Montessori Method and its necessary materials for the core reading instruction. Students that are showing the need will work with an interventionist who will be using a research-based language arts program (CKLA – Core Knowledge Language Arts or Orton-Gillingham). The reading instruction for these identified students will focus on the five areas of reading (phonics, phonemic awareness, fluency, vocabulary, and comprehension). These

readers will benefit from smaller groups of students and more intensive instruction in areas of need.

Through the work with phonemic awareness and phonics instruction, the students will learn the ability to hear and manipulate the sounds in spoken words and the understanding that spoken words and syllables are made up of sequences of speech sounds. This is an essential component to learning to read in an alphabetic writing system, because letters represent sounds or phonemes. Without phonemic awareness, phonics makes little sense. Furthermore, understand that there are systematic and predictable relationships between written letters and spoken sounds, and knowing these relationships, helps early readers recognize familiar words accurately and automatically and “decode” new words. LMPSA believes phonics to an essential foundation for proficient readers.

However, phonics cannot stand alone for reading instruction. The students’ ability to read fluently is also important. Fluency instruction teacher’s students to read and reread a text a certain number of times or until a certain level of understanding are reached. Four readings are sufficient for most students but oral reading practice is increased through the use of audiotapes, tutors, peer guidance, or other means. To further increase fluency, a strong vocabulary base must be taught. The two best strategies for students to learn vocabulary are indirect and direct teaching instruction. Indirect instruction allows students to engage daily in oral language, listen adults read to them, and read extensively on their own. Direct instruction is when students are explicitly taught both individual words and word learning strategies. This direct and indirect instruction is sometimes referred to whole language.

LMPSA believes that comprehension instruction ties all of the pieces together. Comprehension gives students a purpose for reading, focus their attention on what they are to learn, and helps students to think actively as they read. Additionally, it helps students to review content and relate what they have learned to what they already know. Once reading is taught, LMPSA intensifies the writing expectations. Students will practice recalling their reading and be asked to write the main details from the story, as well as analyze characters and explain what the content means to them. The Montessori Method will utilize a variety of writing assignments. As the teachers will be working in all core subject areas, cross curriculum writing will be used to support and meet the needs of the CCSS. Students will write for a variety of purposes and projects.

LMPSA believes that the foundation for a strong language arts program is in place. In order for the program to grow and maintain higher student achievements, LMPSA will utilize professional learning communities and ISD specialists to research best practices and continue to close any curriculum gaps that arise as understanding of the Montessori Method deepens.

Mathematics

Mathematics as a discipline has its own language, patterns of thinking, and conventions. The goal of mathematics is to develop in students the higher-order, problem-solving skills. LMPSA, as a Montessori school, has a strong foundation of materials and a sequencing of skills that give students a solid start into this world of language, thinking, and conventions. The Montessori materials give each student an opportunity to grasp the basic facts and become comfortable by developing their fluency with the basic facts. These basic fundamentals must be learned and the students must be able to apply them in order to move into a higher level of understanding. Strong reading skills will also aid students in developing the application skills they will need to move further into the math curriculum.

Mathematics typically stands alone as a subject at LMPSA until the student has mastered the fundamental basic skills through repeated use with the materials in each room at each level. As students at LMPSA move from the concrete materials into something more abstract, the ability to respond more quickly and accurately to questions will develop. The continual use of the materials will allow students to develop a much deeper understanding of integers and less-than-whole concepts.

Students that show a need through the assessments and screeners will also be working with an interventionist using research based practices and programs (Math Connections) to gain insight into the particular steps each student is missing. Through continues progress monitoring, each student will continue to get deeper in their understanding of very difficult applications and tasks that will be asked of them as they move forward in their education.

LMPSA believes that the foundation for a strong mathematics program is in place. In order for the program to grow and maintain higher student achievements, LMPSA will utilize professional learning communities and ISD specialists to research best practices and continue to close any curriculum gaps that arise as understanding of the Montessori Method deepens.

Science

Science education will be based on the Next Generation Science Standards (NGSS). These standards are worked into our classrooms through a whole class approach with differentiation for the various grades and the understanding that each grade has to show. The Montessori science materials are monitored and updated as new units are introduced. Student's understanding will be monitored using a cross curricular approach by using CKLA reading units that incorporate grade-level science topics. 5th grade students are the only group which is tested on the M-Step in science.

LMPSA believes that continuous growth in the understanding of how to use the process of science understanding is in place. In order for the program to grow and maintain higher student achievements, LMPSA will utilize professional learning communities and ISD specialists to research best practices and continue to close any curriculum gaps that arise as understanding of the Montessori Method deepens by the entire staff.

Social Studies

Social studies education will be based on the C3 Framework. It is a curriculum guide that has continued to help LMPSA strengthen instruction in social studies. This framework has helped guide instruction in civics, economics, geography, and history. These standards are worked into our classrooms through a whole class approach with differentiation for the various grades and the understanding that each grade has to show. The Montessori social studies (cultural subjects) materials are monitored and updated as new units and topics are introduced. Student's understanding will be monitored using a cross curricular approach by using CKLA reading units that incorporate grade-level social studies topics. 5th grade students are the only group which is tested on the M-Step in social studies.

LMPSA believes that continuous growth in the understanding of how to use the process of social studies understanding is in place. In order for the program to grow and maintain higher student achievements, LMPSA will utilize professional learning communities and ISD specialists to research best practices and continue to close any curriculum gaps that arise as understanding of the Montessori Method deepens by the entire staff.

Tab D

SECTION D
CURRICULUM

Schedule 7d

Curriculum

Leelanau Montessori's curriculum is aligned with Michigan Common Core standards (CCSS) from grades K-6 in math and reading. We also expect our students to move through the Next Generation Science Standards (NGSS), the updated Michigan C3 Framework for Social Studies. The Primary staff utilizes the elements of the Teaching Strategies Gold program for our preschool students (3 & 4 year olds). Based on our School Improvement Plan (SIP), which reflects the State of Michigan expectations for meeting standards, students need to achieve at a 60% proficiency rate to meet mastery expectations. However, through the Montessori philosophy and methods of assessment, students are encouraged and supported through demonstrating competence by applying skills and content in multiple observable lessons.

As a Public School Academy, we also recognize the importance of meeting achievement goals on standardized assessments. As some recent studies have noted, child-centered curriculums that are developmentally paced are often at odds with state accountability requirements because a developmentally appropriate curriculum allows for students to master skills at an individualized pace within a developmental age-range and state standards are specifically grade-level based. However, we have been working within our school culture and community to pair the need to meet state accountability requirements with a Montessori curriculum and philosophy of learning.

Tab E

SECTION E

METHODS OF PUPIL ASSESSMENT

Schedule 7e

Methods of Pupil Assessment

Students will participate in the M-Step testing at all required grade levels prescribed by the State of Michigan. Special Education students may participate in alternative assessment programs in compliance with State assessment procedures established by the Michigan Department of Education.

Required testing at Leelanau Montessori includes the following:

- the MSTEP state summative assessment for grades 3-6;
- the NWEA MAP assessment in the fall, winter, and spring of each school year for grades 1-6;
- AIMSweb and Delta Math screening assessments in the fall, winter, and spring of each school year for grades K-6;
- Detailed qualitative observations of the social, emotional, and physical growth of all students to consider alongside the prerequisite intellectual growth the state requires.

Our core means of assessing students' academic and social growth on a continual basis rest with the three-period lesson; student portfolios, project assessments, peer assessment and practice work. Trained Guides are crucial to the Montessori Method of student assessment through daily observation.

M-Step Grades 3-6

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

NWEA MAP Grades 1-6

NWEA MAP (Measures of Academic Performance) is a computer-adaptive test that lets the school pinpoint proficiency level of students in reading and mathematics. MAP is administered three times a year in the fall (October), winter (January), and spring (April/May).

AIMSweb

AIMSweb is a universal screening, progress monitoring, and data management system that supports Response to Intervention (RTI) and tiered instruction. AIMSweb uses brief, valid, and reliable measure of reading and math performance for grades K-6, which is easily integrated into our Montessori Method.

Delta Math

Delta Math program is a math screener that supports Response to Intervention (RTI) and tiered instruction. Delta math helps LMPSA instructional staff identify students who are not showing ready to learn current math standards in place for grades K-6.

Tab F

SECTION F

APPLICATION AND ENROLLMENT OF STUDENTS

Application and Enrollment Requirements

Leelanau Montessori Public School Academy

Enrollment Limits

The Academy will offer Preschool through sixth grade. The maximum enrollment shall be 200 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

Leelanau Montessori Public School Academy

Application Process

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

Legal Notice

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

Application and Enrollment Requirements

Leelanau Montessori Public School Academy

Re-enrolling Students

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

Leelanau Montessori Public School Academy

Random Selection Drawing

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

Prior to the application period, the Academy shall:

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

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

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

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

Tab G

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.

Tab H

SECTION H

AGE OR GRADE RANGE OF PUPILS

SECTION h: AGE OR GRADE RANGE OF PUPILS

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

Students of the Academy will be children who have reached the age of five (5) as set forth in MCL 380.1147. A child may enroll in kindergarten if the child is at least 5 years of age on September 1, 2018.

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

Schedule 7c

Description of Educational Program

Maria Montessori believed that the primary goal throughout all stages of development is to increase self-reliance, thereby adding another dimension of independence toward becoming a whole human, an adult capable of directing her work toward individual self-development and a collective contribution to society. Our program sets forth physical, socio-emotional, cognitive/intellectual, and creative/spiritual goals for each stage of the child's development. The overarching goal of our program is development of a capable hand and mind for the purpose of joyful lifelong living. Caring, capable, confident, and conscientious global citizens will graduate from our learning community and will challenge themselves to continually strive for growth within themselves and as a member of the human race. The following goals reflect our mission as a Montessori school in educating the child:

- 1) To nurture a positive attitude towards learning and foster an abiding sense of curiosity;
- 2) To build and encourage habits of initiative, concentration, perseverance, and organization;
- 3) To encourage children to identify and strive for their fullest potentials, working at their own pace, with a time awareness;
- 4) To develop a sense of self-respect, confidence, responsibility, and inner discipline;
- 5) To foster hypothesis, experimentation, observation, discovery and application;
- 6) To foster socially acceptable behavior, responsibility to society including service to others, and a sense of belonging;
- 7) To develop a compassion and reverence for life and the earth's environments, and assume a personal responsibility for stewardship of the earth including world peace;
- 8) To create caring, cohesive, and supportive learning communities;
- 9) To foster dynamic partnerships with families for a consistent Montessori framework;
- 10) To provide the child with the opportunity to acquire skills and knowledge essential for a lifetime of learning, including but not limited to the Montessori curriculum and state standards.
- 11) To provide a creative, aesthetic, and adaptive environment that responds to each child's needs and interests; and
- 12) To develop sensory and motor skills that enables and sharpens the ability to discriminate, judge, and control.

Dr. Montessori believed that the focus of education must continually adapt to the child's natural stages of development. Montessori described these stages as, “Planes of Development,” which occur in approximately six-year intervals, each of which is further subdivided into three year segments. These Planes of Development are the basis for the three-year age groupings found in Montessori school classes:

- Primary Environment ages 3 to 6 (PreK-K)
- Lower Elementary Environment ages 6 to 9 (Grades 1-3)
- Upper Elementary Environment ages 9 to 12 (Grades 4-6)
- Erkinden Environment (Middle School) ages 12 to 15 (Grades 7-8)

Special Education

When making educational decisions for students with disabilities, LMPSA will ensure that parents are notified and invited to become members of the group making these decisions. When determining how services will be delivered to students with disabilities, LMPSA will work in conjunction with the TBAISD to follow all guidelines issued by the Michigan Department of Education. If a child with a current IEP (Individualized Educational Program) enrolls in the Academy, the Academy will implement the existing IEP to the fullest extent possible, or will work with parents to ensure as much of the IEP can be implemented until a new IEP can be developed with the LMPSA and ISD team. IEP's will be developed, revised, and implemented only in accordance with the Individuals with Disabilities Educational Improvement Act (IDEA) and state laws and regulations.

LMPSA will fully comply with applicable laws and regulations governing children with disabilities, particularly IDEA, as follows:

1. LMPSA is responsible for providing a free appropriate public education to children with disabilities as detailed in their IEP.
2. LMPSA will ensure that children who are suspected of having disabilities are properly evaluated by a multidisciplinary team (in conjunction with TBAISD), which is acceptable to the MDE, and that children who have already been identified are re-evaluated by the multidisciplinary team at established interval required by IDEA.
3. When a multidisciplinary team determines that a special education student requires special designed instruction, LMPSA will ensure that the IEP is fully implemented in accordance with IDEA, and reviewed annually.

Pullout programs used at LMPSA are specifically described in an IEP, 504 plan, or and individual student-learning plan. LMPSA staff is expected to always recognize and honor the educational program stated in an IEP for a special education student, or a 504 plan for a qualified student. Special education services will be delivered in compliance with federal and state laws. The special education team works hard to deliver a push-in standard of delivery for all students at LMPSA.

The special education program at LMPSA uses the inclusion model for providing services to students with IEP's. In cases where the LMPSA's program is compromised by an IEP, in regards to an inclusion issue, the Head of School, or his or her designated representative, will meet and discuss the issue with the individual family and determine how the IEP can work in conjunction with the unique quality educational program offered at LMPSA. The same will be true for a student who has a 504 plan. The parent's decision is typically honored and the matter is closed.

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

Elementary and Middle School

Elementary and middle school will use a self-contained model for program delivery. Students will have the same teacher for the three-year cycle of elementary school (PreK-6) and a two-year cycle for middle school (7-8). Students will be working with their classroom teacher on music, art, and physical education requirements set forth by the State of Michigan.

Curriculum

LMPSA embraces the Michigan Curriculum Framework and its adoption of the Common Core State Standards (CCSS) as its minimum standards of learning. LMPSA's current scope and sequence has been developed in an attempt to extend the minimum standards through accelerated learning practices and differentiated instruction. Due to the multi-age classroom setting, students can accelerate forward for more academic challenges by cross grade learning projects and material instruction.

Reading/Language Arts

LMPSA will use the Montessori Method and its necessary materials for the core reading instruction. Students that are showing the need will work with an interventionist who will be using a research-based language arts program (CKLA – Core Knowledge Language Arts or Orton-Gillingham). The reading instruction for these identified students will focus on the five areas of reading (phonics, phonemic awareness, fluency, vocabulary, and comprehension). These

readers will benefit from smaller groups of students and more intensive instruction in areas of need.

Through the work with phonemic awareness and phonics instruction, the students will learn the ability to hear and manipulate the sounds in spoken words and the understanding that spoken words and syllables are made up of sequences of speech sounds. This is an essential component to learning to read in an alphabetic writing system, because letters represent sounds or phonemes. Without phonemic awareness, phonics makes little sense. Furthermore, understand that there are systematic and predictable relationships between written letters and spoken sounds, and knowing these relationships, helps early readers recognize familiar words accurately and automatically and “decode” new words. LMPSA believes phonics to an essential foundation for proficient readers.

However, phonics cannot stand alone for reading instruction. The students’ ability to read fluently is also important. Fluency instruction teaches students to read and reread a text a certain number of times or until a certain level of understanding are reached. Four readings are sufficient for most students but oral reading practice is increased through the use of audiotapes, tutors, peer guidance, or other means. To further increase fluency, a strong vocabulary base must be taught. The two best strategies for students to learn vocabulary are indirect and direct teaching instruction. Indirect instruction allows students to engage daily in oral language, listen adults read to them, and read extensively on their own. Direct instruction is when students are explicitly taught both individual words and word learning strategies. This direct and indirect instruction is sometimes referred to whole language.

LMPSA believes that comprehension instruction ties all of the pieces together. Comprehension gives students a purpose for reading, focus their attention on what they are to learn, and helps students to think actively as they read. Additionally, it helps students to review content and relate what they have learned to what they already know. Once reading is taught, LMPSA intensifies the writing expectations. Students will practice recalling their reading and be asked to write the main details from the story, as well as analyze characters and explain what the content means to them. The Montessori Method will utilize a variety of writing assignments. As the teachers will be working in all core subject areas, cross curriculum writing will be used to support and meet the needs of the CCSS. Students will write for a variety of purposes and projects.

LMPSA believes that the foundation for a strong language arts program is in place. In order for the program to grow and maintain higher student achievements, LMPSA will utilize professional learning communities and ISD specialists to research best practices and continue to close any curriculum gaps that arise as understanding of the Montessori Method deepens.

Mathematics

Mathematics as a discipline has its own language, patterns of thinking, and conventions. The goal of mathematics is to develop in students the higher-order, problem-solving skills. LMPSA, as a Montessori school, has a strong foundation of materials and a sequencing of skills that give students a solid start into this world of language, thinking, and conventions. The Montessori materials give each student an opportunity to grasp the basic facts and become comfortable by developing their fluency with the basic facts. These basic fundamentals must be learned and the students must be able to apply them in order to move into a higher level of understanding. Strong reading skills will also aid students in developing the application skills they will need to move further into the math curriculum.

Mathematics typically stands alone as a subject at LMPSA until the student has mastered the fundamental basic skills through repeated use with the materials in each room at each level. As students at LMPSA move from the concrete materials into something more abstract, the ability to respond more quickly and accurately to questions will develop. The continual use of the materials will allow students to develop a much deeper understanding of integers and less-than-whole concepts.

Students that show a need through the assessments and screeners will also be working with an interventionist using research based practices and programs (Math Connections) to gain insight into the particular steps each student is missing. Through continues progress monitoring, each student will continue to get deeper in their understanding of very difficult applications and tasks that will be asked of them as they move forward in their education.

LMPSA believes that the foundation for a strong mathematics program is in place. In order for the program to grow and maintain higher student achievements, LMPSA will utilize professional learning communities and ISD specialists to research best practices and continue to close any curriculum gaps that arise as understanding of the Montessori Method deepens.

Science

Science education will be based on the Next Generation Science Standards (NGSS). These standards are worked into our classrooms through a whole class approach with differentiation for the various grades and the understanding that each grade has to show. The Montessori science materials are monitored and updated as new units are introduced. Student's understanding will be monitored using a cross curricular approach by using CKLA reading units that incorporate grade-level science topics. 5th grade students are the only group which is tested on the M-Step in science.

LMPSA believes that continuous growth in the understanding of how to use the process of science understanding is in place. In order for the program to grow and maintain higher student achievements, LMPSA will utilize professional learning communities and ISD specialists to research best practices and continue to close any curriculum gaps that arise as understanding of the Montessori Method deepens by the entire staff.

Social Studies

Social studies education will be based on the C3 Framework. It is a curriculum guide that has continued to help LMPSA strengthen instruction in social studies. This framework has helped guide instruction in civics, economics, geography, and history. These standards are worked into our classrooms through a whole class approach with differentiation for the various grades and the understanding that each grade has to show. The Montessori social studies (cultural subjects) materials are monitored and updated as new units and topics are introduced. Student's understanding will be monitored using a cross curricular approach by using CKLA reading units that incorporate grade-level social studies topics. 5th grade students are the only group which is tested on the M-Step in social studies.

LMPSA believes that continuous growth in the understanding of how to use the process of social studies understanding is in place. In order for the program to grow and maintain higher student achievements, LMPSA will utilize professional learning communities and ISD specialists to research best practices and continue to close any curriculum gaps that arise as understanding of the Montessori Method deepens by the entire staff.

Schedule 7d

Curriculum

Leelanau Montessori's curriculum is aligned with Michigan Common Core standards (CCSS) from grades K-6 in math and reading. We also expect our students to move through the Next Generation Science Standards (NGSS), the updated Michigan C3 Framework for Social Studies. The Primary staff utilizes the elements of the Teaching Strategies Gold program for our preschool students (3 & 4 year olds). Based on our School Improvement Plan (SIP), which reflects the State of Michigan expectations for meeting standards, students need to achieve at a 60% proficiency rate to meet mastery expectations. However, through the Montessori philosophy and methods of assessment, students are encouraged and supported through demonstrating competence by applying skills and content in multiple observable lessons.

As a Public School Academy, we also recognize the importance of meeting achievement goals on standardized assessments. As some recent studies have noted, child-centered curriculums that are developmentally paced are often at odds with state accountability requirements because a developmentally appropriate curriculum allows for students to master skills at an individualized pace within a developmental age-range and state standards are specifically grade-level based. However, we have been working within our school culture and community to pair the need to meet state accountability requirements with a Montessori curriculum and philosophy of learning.

Schedule 7e

Methods of Pupil Assessment

Students will participate in the M-Step testing at all required grade levels prescribed by the State of Michigan. Special Education students may participate in alternative assessment programs in compliance with State assessment procedures established by the Michigan Department of Education.

Required testing at Leelanau Montessori includes the following:

- the MSTEP state summative assessment for grades 3-6;
- the NWEA MAP assessment in the fall, winter, and spring of each school year for grades 1-6;
- AIMSweb and Delta Math screening assessments in the fall, winter, and spring of each school year for grades K-6;
- Detailed qualitative observations of the social, emotional, and physical growth of all students to consider alongside the prerequisite intellectual growth the state requires.

Our core means of assessing students' academic and social growth on a continual basis rest with the three-period lesson; student portfolios, project assessments, peer assessment and practice work. Trained Guides are crucial to the Montessori Method of student assessment through daily observation.

M-Step Grades 3-6

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

NWEA MAP Grades 1-6

NWEA MAP (Measures of Academic Performance) is a computer-adaptive test that lets the school pinpoint proficiency level of students in reading and mathematics. MAP is administered three times a year in the fall (October), winter (January), and spring (April/May).

AIMSweb

AIMSweb is a universal screening, progress monitoring, and data management system that supports Response to Intervention (RTI) and tiered instruction. AIMSweb uses brief, valid, and reliable measure of reading and math performance for grades K-6, which is easily integrated into our Montessori Method.

Delta Math

Delta Math program is a math screener that supports Response to Intervention (RTI) and tiered instruction. Delta math helps LMPSA instructional staff identify students who are not showing ready to learn current math standards in place for grades K-6.

Schedule 7f

Application and Enrollment of Students

- a. The public school academy is prohibited from charging tuition.
- b. The public school academy cannot discriminate on the basis of intellectual or athletic ability, measures of achievement or aptitude, status as a handicapped person, or any other basis not permitted if used by a school district.
- c. The public school academy can limit admissions to pupils within a particular range of age or grade level or any other basis that would be legal if used by a school district.
- d. The pupils must be residents of the State of Michigan.
- e. Admission must be open to pupils on a state-wide basis.
- f. A public school academy shall comply with all state and federal law applicable to public schools concerning church-state issues.

The LMPSA Admissions Policy is attached in Appendix (E)

Schedule 7h

Age or Grade Range of Pupils

Leelanau Montessori plans to continue to serve children ages 15 months to 12 years or pre-school through 6th grade. The school follows traditional Montessori multi-age classrooms with a fee-based toddler program for children 15 months through 3 years; 3 to 6 year olds in the primary classrooms; 6 to 9 year olds in the lower elementary and 9 to 12 year olds in the upper elementary. We plan to add a Montessori Erkinder (middle school) for 12 to 15 year olds in 2020.

Montessori classrooms use combined multi-age groupings for the intended purpose of being inclusionary to all developmental learners across and within age groups and to provide opportunities for younger students to learn from older students as teachers and for older students to have leadership and mentoring roles. The multi-age spectrum allows students and parents to understand development readiness to move on.