

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

**OJIBWE CHARTER SCHOOL
(A PUBLIC SCHOOL ACADEMY)**

July 1, 2017

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Tab A

RESOLUTION

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

RESOLUTION NO. 17-03

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

WHEREAS, on July 1, 2009, the College Board issued to **Ojibwe Charter School** (the "Academy") a Contract to Charter a Public School Academy (the "Charter Contract"); and

WHEREAS, the Charter Contract will expire on June 30, 2017 and the Academy has asked the College Board to issue a new contract to charter a public school academy for a term of eight (8) years; and

WHEREAS, the College Charter Schools Office has completed its evaluation and assessment of the Academy's operation and performance related to the Charter Contract, and the College Charter Schools Office recommends that the College Board issue a new contract to charter a public school academy to the Academy for a term not to exceed eight (8) years, beginning July 1, 2017;

WHEREAS, in addition to other Revised School Code requirements, the College Board's reauthorization process included consideration of increases in academic achievement for all groups of pupils as measured by assessments and other objective criteria, as the most important factor in the decision of whether or not to issue a new contract to charter a public school academy to the Academy;


NOW, THEREFORE, BE IT RESOLVED:

1. The College Board takes the following action related to issuing a Contract to Charter a Public School Academy and Related Documents ("Contract") to the Academy:
 - a. The College Board approves the form of the Contract and related documents as submitted to and reviewed by the College Board;
 - b. The College Board approves and authorizes the issuance of the Contract and related documents and authorizes Michael C. Parish, College Board Designee, to execute the Contract and related documents issued by the College Board to the Academy, provided that, before execution of the Contract, the College Chairperson affirms the following:

- (1) that all terms of the Contract have been agreed upon and the Academy is able to comply with all terms and conditions of the Contract; and
 - (2) that the Contract is substantially similar to the Contract approved by the College Board, with the only changes being those made by the College Board's Designee in consultation with legal counsel for the College Board that are in the best interests of the College Board.
- c. The College Board Designee may agree to a term of Contract not to exceed eight (8) academic years and not to extend beyond June 30, 2025.
2. That the current Academy Board members shall continue to serve in their current positions until the end of their term in office. All subsequent Academy Board appointments shall be made in accordance with the College Board's method of selection resolution.

I, the undersigned, as Secretary of the Bay Mills Community College Board of Regents, do hereby certify the foregoing Resolution was adopted by the Bay Mills Community College Board of Regents at a public meeting held on the 27th day of January, 2017, with a vote of 9 for, 0 opposed, 1 abstaining, and 0 absent.

By:


Randy Touchtone, Secretary

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

RESOLUTION NO. 12-01

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

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

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

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

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

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

I, the undersigned, as Secretary of the Bay Mills Community College Board of Regents, do hereby certify the foregoing resolution was adopted by the Bay Mills Community College Board of Regents at a public meeting held on the 20th day of January, 2012, with a vote of 6 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

Tab B

**CONTRACT TERMS
AND CONDITIONS**

TERMS AND CONDITIONS

OF CONTRACT

DATED: JULY 1, 2017

ISSUED BY

THE BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS

TO

OJIBWE CHARTER SCHOOL

CONFIRMING THE STATUS OF

OJIBWE CHARTER SCHOOL

AS A

MICHIGAN PUBLIC SCHOOL ACADEMY

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

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

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

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

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

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

ARTICLE I

DEFINITIONS

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

- (a) "Academy" means the Michigan nonprofit corporation named Ojibwe Charter School 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 January 27, 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) “Contract” means, in addition to the definition set forth in the Code, these Terms and Conditions, the Authorizing Resolution, the Resolution, the Master Calendar, the ESP Policies, the Schedules, and the Application.

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

- (v) "Master Calendar" or "MCRR" means the Master Calendar of Reporting Requirements developed and administered by the Charter Schools Office setting forth a reporting time line for certain governance, financial, administrative, facility and educational information relating to the Academy. The Charter Schools Office Director may, at any time and at his or her sole discretion, amend the Master Calendar. Upon amendment, changes to the Master Calendar shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.
- (w) "President" means the President of Bay Mills Community College or his or her designee.
- (x) "Resolution" means the resolution adopted by the College Board on January 20, 2012, establishing the standard method of selection, length of term and number of members format for public school academies issued a Contract by the College Board, as amended from time to time.
- (y) "Schedules" means the following Contract documents of the Academy: Schedule 1: Articles of Incorporation, Schedule 2: Bylaws, Schedule 3: Fiscal Agent Agreement, Schedule 4: Oversight Agreement, Schedule 5: Description of Staff Responsibilities, Schedule 6: Physical Plant Description, and Schedule 7: Required Information for Public School Academies.
- (z) "State Board" means the State Board of Education, established pursuant to Article 8, Section 3 of the 1963 Michigan Constitution and MCL 388.1001 et seq.
- (aa) "State School Reform/Redesign Office" means the office created within the Michigan Department of Technology Management and Budget by Executive Reorganization Order 2015-02 and codified at MCL 18.445.
- (bb) "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).
- (cc) "Superintendent" means the Michigan Superintendent of Public Instruction.
- (dd) "Terms and Conditions" means this document entitled "Terms and Conditions of Contract, Dated July 1, 2017, Issued by the Bay Mills Community College Board of Regents to Ojibwe Charter School Confirming the Status of Ojibwe Charter School 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. 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, when the College Board, the CSO Director, or the College President determines that the health, safety, educational or economic interest of the Academy or its students is at risk, the College Board, the CSO Director, or the College President may take immediate action against the Academy, provided, however that the CSO Director and the College President may only take such action following consultation with the College Board Chair. The College Board, the CSO Director, or the College President may appoint a conservator/ trustee to manage the day-to-day operations of the Academy in place of the Academy Board. A conservator/ trustee appointed under this Section shall have all the powers and authority of the Academy Board under this Contract and Applicable Law. Upon the appointment of a conservator/ trustee, the appointment and term of office for each Academy Board member shall be suspended and the conservator/ trustee shall act in place of the Academy Board until the College Board, the CSO Director, or the College President determine that a conservator/trustee is no longer necessary. If this section has been implemented, the Academy is subject to a revocation hearing under Section 10.7, and if the Hearing Panel determines revocation to be appropriate, the revocation shall become effective immediately upon the College Board's decision.

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:

- (a) real and personal property insurance covering all of the Academy's real and personal property, whether owned or leased;
- (b) a minimum of general liability insurance of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate;
- (c) minimum automobile insurance coverage of one million dollars (\$1,000,000) (combined single limit for each accident);
- (d) workers' compensation insurance or "workers' compensation without employees if any insurance";
- (e) School Leaders Liability insurance of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate; and

- (f) Employee Dishonesty Insurance of five hundred thousand dollars (\$500,000).
- (g) Certificate must accurately reflect the coverage provided under the Academy's policy.
- (h) Certificate must expressly list or state the coverage for each item specified in the Contract.
- (i) Policy and corresponding certificate, 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 this Agreement.

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.

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.

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, the Academy agrees to comply with any additional changes in the types and amounts of coverage requested by the College's insurance carrier 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.

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.

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
Ojibwe Charter School
12140 W Lakeshore Drive
Brimley, MI 49715

If to Academy Counsel:

Meg Hackett
Thrun Law Firm, P.C.
3260 Eagle Park Drive, NE, Suite 121
Grand Rapids, MI 49525

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 until June 30, 2025, 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.

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, 2017

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.

OJIBWE CHARTER SCHOOL

By: Alan Cameron

Date: July 1, 2017

Tab C

CONTRACT SCHEDULES

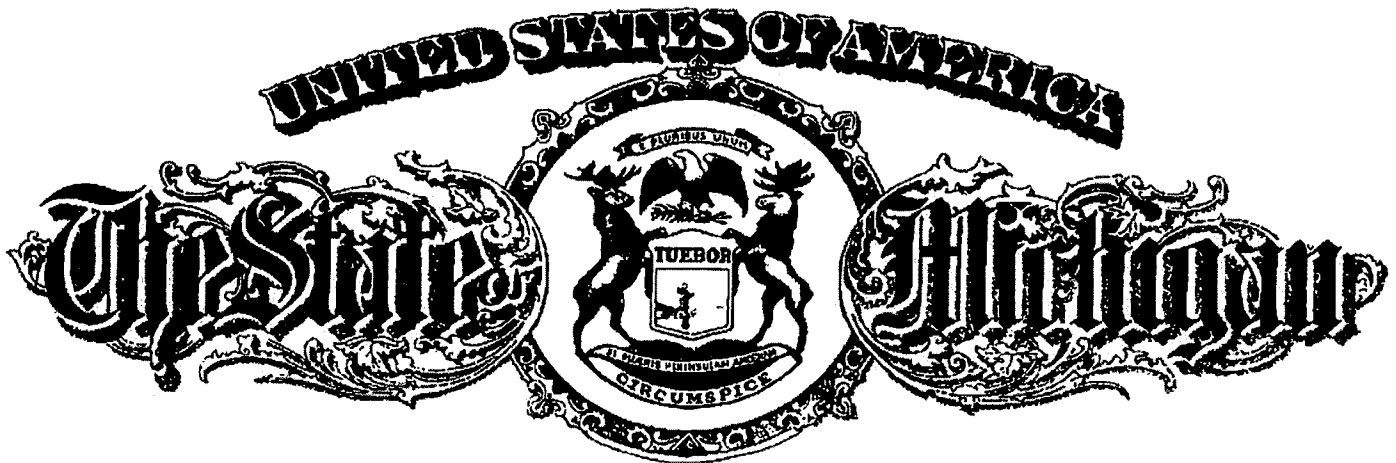
Schedules

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Tab 1

CONTRACT SCHEDULE 1

ARTICLES OF INCORPORATION



Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

OJIBWE CHARTER SCHOOL

was validly incorporated on November 18, 2002, as a Michigan nonprofit corporation, and said corporation is validly in existence under the laws of this state.

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

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



Sent by Facsimile Transmission
1440027

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 23rd day of March, 2017.

Julia Dale

Julia Dale, Director
Corporations, Securities & Commercial Licensing Bureau

DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
NONPROFIT CORPORATION ANNUAL REPORT

2016

Due October 1, 2016

File Online at www.michigan.gov/fileonline

Identification Number 779916	Corporation name OJIBWE CHARTER SCHOOL
Resident agent name and mailing address of the registered office STEPHANIE VITTITOW 11507 WEST INDUSTRIAL AVENUE BRIMLEY MI 49715	
The address of the registered office 11507 WEST INDUSTRIAL AVENUE BRIMLEY MI 49715	

2016 Non-Profit Fee
 11,1231.000.2310 7410
 \$20
Stephanie Vittitow
 6/2/16



To certify there are no changes from the previous year filed report, check this box and proceed to Item 6.
 If the resident agent and/or registered office has changed, proceed to Item 1 and do not check this box.
 If only officer and director information has changed, proceed to Item 4 and do not check this box.

1. Mailing address of registered office in Michigan if changed (may be a P.O. Box)	2. Resident Agent if changed
3. The address of the registered office in Michigan if changed (a P.O. Box may not be designated as the address of the registered office)	

4. The purposes and general nature and kind of business in which the corporation engaged in during the year covered by this report:

5. NAME and BUSINESS OR RESIDENCE ADDRESS	
	President
If different than President	Secretary
	Treasurer

If the corporation is a private foundation or formed to provide care to a dentally underserved population, check the following box. If box is checked the board shall consist of 1 or more directors. The board of all other corporations shall consist of 3 or more directors.		<input type="checkbox"/>
---	--	--------------------------

Required Director(s)	Director
	Director
	Director

6. Report due October 1, 2016. Filing Fee \$20.00.		File online at www.michigan.gov/fileonline or mail your completed report with a check or money order payable to the State of Michigan. Return to: Corporations Division P.O. Box 30767 Lansing, MI 48909 (517) 241-6470	
Signature of authorized officer or agent <i>Stephanie Vittitow</i>	Title <i>President</i>	Date <i>5/31/16</i>	Phone (Optional)

If more space is needed additional pages may be included. Do not staple any items to report. This report is required by Section 911, Act 162, Public Acts of 1982, as amended. Failure to file this report may result in the dissolution of the corporation.

MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES BUREAU OF COMMERCIAL SERVICES		
Date Received		(FOR BUREAU USE ONLY)

Ojibwe Charter School
11507 Industrial Dr.
Brimley, Mi. 49715

EFFECTIVE DATE:

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

RESTATED ARTICLES OF INCORPORATION
For Use by Domestic Nonprofit Corporations

OF

OJIBWE CHARTER SCHOOL

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

ARTICLE I

The name of the corporation is: Ojibwe Charter School.

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

ARTICLE II

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

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

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

ARTICLE III

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

The value of assets which the corporation possesses is:

Real Property: 0.

Personal Property: 0.

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

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

ARTICLE IV

The address of the registered office is 25505 West Twelve Mile Rd. Suite 1900 Southfield, Michigan 48034.

The mailing address of the registered office is the same.

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

ARTICLE V

The name and address of the incorporator is as follows: Collins & Blaha, P.C.

25505 West Twelve Mile Rd.
Suite 1900

Southfield, Michigan 48034

ARTICLE VI

The corporation is a governmental entity.

ARTICLE VII

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

ARTICLE VIII

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

ARTICLE IX

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

ARTICLE X

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

ARTICLE XI

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

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

ARTICLE XII

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

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

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

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

ADOPTION OF ARTICLES

These Articles of Incorporation were duly adopted on this 21st day of July, 2003. These Articles of Incorporation shall become effective upon filing. However, the corporation shall not carry out the purposes set forth in Article II unless the College Board issues to the corporation a contract to operate as a public school academy, and the contract is executed by both the corporation and the College Board.

By: Michelle Carrick
Michelle Carrick, Board Secretary

Tab 2

CONTRACT SCHEDULE 2

BYLAWS

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**BYLAWS
OF
OJIBWE CHARTER SCHOOL**

ARTICLE I

NAME

This organization shall be called Ojibwe Charter School (the "Academy" or the "Corporation").

ARTICLE II

FORM OF ACADEMY

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

ARTICLE III

OFFICES

Section 3.1. Principal Office. The principal office of the Academy shall be located in the City of Bramley, County of Chippewa, State of Michigan.

Section 3.2. 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 Licensing and Regulatory Affairs, Commercial Services (or successor) and reported to the Charter Schools Office of the Academy's authorizing body (the "Charter Schools Office").

ARTICLE IV
BOARD OF DIRECTORS

Section 4.1. 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 Charter Contract and Applicable Law.

Section 4.2. Method of Selection and Appointment. The method of selection and appointment, length of term, number of directors, oath of public office requirements, tenure, removal, resignation, compensation and prerequisite qualifications for members of the Academy Board shall comply with the resolution adopted by the Bay Mills Community College Board of Regents (the "College Board").

ARTICLE V
MEETINGS

Section 5.1. Annual and Regular Meetings. The Academy Board shall hold an annual meeting each year, as well as monthly meetings thereafter. The Academy Board shall provide, by resolution, the time and place, within the State of Michigan, for the holding of regular monthly meetings. The Academy Board shall provide notice of the annual and all regular monthly and special meetings as required by the Open Meetings Act.

Section 5.2. Special Meetings. Special meetings of the Academy Board may be called by or at the request of the Academy Board President or any Director. The person or persons authorized to call special meetings of the Academy Board may fix the place within the state of Michigan for holding any special meeting of the Academy Board called by them, and, if no other place is fixed, the place of meeting shall be the principal business office of the Academy in the state of Michigan. The Academy shall provide notice of all special meetings to the Charter Schools Office and as required by the Open Meetings Act.

Section 5.3. Quorum. In order to legally transact business the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A "quorum" shall be defined as follows:

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

Section 5.4. Manner of Acting. The Academy Board shall be considered to have "acted," when a duly called meeting of the Academy Board has a quorum present and the number of board members voting in favor of an action is as follows:

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

Section 5.5. Open Meetings Act. All meetings of the Academy Board, shall at all times be in compliance with the Open Meetings Act.

Section 5.6. Notice to Directors.. The Academy Board shall provide notice of any meeting to each Director stating the time and place of the meeting, with the delivery of such notice personally, by mail, facsimile, or electronic mail, to each Director at the Director's personal address or electronic mail address. Any Director may waive notice of any meeting by written statement sent by the Director, before or after the holding of the meeting. A Director's attendance at a meeting constitutes a waiver of the notice of the meeting required under this section.

Section 5.7. Vote by Directors. The Academy Board meeting minutes shall reflect the vote, whether in favor, in opposition, or in abstention, of each Director present at the meeting.

ARTICLE VI

COMMITTEES

Section 6.1. Committees. The Academy Board, by resolution, may designate one or more committees, each committee to consist of one or more Directors selected by the Academy Board. As provided in the resolution as initially adopted, and as thereafter supplemented or amended by further resolution, the committees shall have such powers as delegated by the Academy Board, except (i) filling of vacancies on the Academy Board or in the offices of the Academy Board or committees created pursuant to this Section; (ii) amendments to the Articles of Incorporation or Bylaws; or (iii) any action the Academy Board cannot lawfully delegate under the Articles, the Academy's Charter Contract (the "Contract"), 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 7.1. Number. The officers of the Academy shall be a President, Vice-President, Secretary, Treasurer, and such assistant Treasurers and assistant Secretaries or other officers as may be selected by the Academy Board.

Section 7.2. Election and Term of Office. The Academy Board shall elect its initial officers at its first duly noticed meeting. Thereafter, officers of the Academy shall be elected annually by the Academy Board at the Academy's annual meeting. 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 7.3.

Section 7.3. Removal. Any officer or agent elected or appointed by the Academy Board may be removed by a majority vote by the Academy Board whenever in its judgment the best interest of the Academy would be served thereby.

Section 7.4. Vacancies. A vacancy in any office shall be filled by appointment by the Academy Board for the unexpired portion of the term of the vacating officer.

Section 7.5. President. The President of the Academy shall be a member of the Academy Board. The President of the Academy shall preside at all meetings of the Academy Board. If there is not a President of the Academy, 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, when designated by the Academy Board, shall be Chairperson of any standing committees established 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 7.6. 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 7.7. 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 7.8. 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 Academy; (b) keep accurate books and records of Academy receipts and disbursements; (c) deposit all moneys and securities received by the Academy 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 7.9. 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 7.10. Salaries. Officers of the Board, as Directors of the Academy, may not be compensated for their services. By resolution of the Academy Board, officers may be reimbursed for actual, reasonable, and necessary expenses incident to their duties.

Section 7.11. 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 8.1. Contracts. The Academy Board may authorize any officer(s), assistant(s), or acting officer(s) to enter into any contract, to execute and deliver any instrument, or to acknowledge any instrument required by law to be acknowledged in the name of and on behalf of the corporation. Such authority may be general or confined to specific instances, but the appointment of any person other than an officer to acknowledge an instrument required by law to be acknowledged should be made by instrument in writing. When the Academy Board authorizes the execution of a contract or of any other instrument in the name of and on behalf of the Academy, without specifying the executing officers, the President or Vice-President, and the Secretary or Treasurer may execute the same and may affix the corporate seal thereto. No contract entered into, by or on behalf of the Academy Board, shall in any way bind Bay Mills Community College or impose any liability on Bay Mills Community College, the College Board, its regents, officers, employees, or agents.

Section 8.2. 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 Academy, 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 Bay Mills Community College or impose any liability on Bay Mills Community College, the College Board, its regents, officers, employees, or agents. To avoid creating or perpetuating circumstances in which the possibility of favoritism, conflicts of interest, or impairment of efficient operations may occur, the Academy will not issue a debt instrument (e.g., loan agreement, promissory note, mortgage, line of credit, etc.) to any person employed by the Academy or any person who serves on the Academy Board. This prohibition also applies to the issuance of a debt instrument to an entity owned or closely related to any Academy employee or Academy Board member.

Section 8.3. 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(s) or agent(s), of the Academy and in such manner as shall from time to time be determined by resolution of the Academy Board.

Section 8.4. Deposits. Consistent with section 1221 of the Revised School Code (the "Code") the Treasurer of the Academy shall deposit the funds of the Academy in a financial institution or in a joint investment authorized by the Code. All additional funds not otherwise employed shall be deposited from time to time to the credit of the Academy in such banks, trust

companies or other depositories as the Academy Board may select, provided that such financial institution is eligible to be a depository of surplus funds under Act No. 105 of the Public Acts of 1855, as amended, being Sections 21.121 to 24.147 of the Michigan Compiled Laws.

Section 8.5. Voting Securities Owned by the Academy. 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 the Academy may be voted at any meeting of security holders of such other corporation by the President of the Academy 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 the Academy 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 the Academy shall be executed in the name of the Academy by the President, the Secretary or the Treasurer of the Academy 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 the Academy shall have full right, power, and authority to vote the shares or other securities issued by such other corporation and owned by the Academy the same as such shares or other securities might be voted by the Academy. This section shall in no way be interpreted to permit the academy 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 Academy.

Section 8.6. Contracts Between Corporation and Related Persons; Persons Ineligible to Serve as Directors. Pursuant to the Code, each Director, officer or employee of the Academy shall comply with the Incompatible Public Office Statute, Act No. 566 of the Public Acts of 1978, being section 15.181 to 15.185 of the Michigan Compiled Laws, and the Contracts of Public Servants with Public Entities, Act No. 317 of the Public Acts of 1968, being Sections 15.321 to 15.330 of the Michigan Compiled Laws, shall comply with the public disclosure requirements set forth in Section 3 of the statute. The Academy Board shall ensure compliance with the Contract and Applicable Law relating to conflicts of interest.

ARTICLE IX

INDEMNIFICATION

Each person who is or was a Director, officer or member of a committee of the Academy and each person who serves or has served at the request of the Academy as a trustee, Director, officer, , 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 Academy 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 or her status as such, whether or not the Academy would have power to indemnify such person

against such liability under the preceding sentence. The Academy may, to the extent authorized from time to time by the Board, grant rights to indemnification to any employee or agent of the Academy to the fullest extent provided under the laws of the State of Michigan as they may be in effect from time to time.

ARTICLE X

FISCAL YEAR

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

ARTICLE XI

AMENDMENTS

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

ARTICLE XII

CONTRACT DEFINITIONS

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

CERTIFICATION

The Board certifies that these Bylaws were adopted as and for the Amended Bylaws of a Michigan corporation in an open and public meeting, by [unanimous] consent of the Academy Board on the 21 day of June, 2012.



Secretary

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 Ojibwe Charter School, 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, 2017, 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 Ojibwe Charter School.

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

Date: 6-15-17

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 Ojibwe Charter School.

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

Date: 6-15-17

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 Ojibwe Charter School.

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

Date: 6-15-17

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 Ojibwe Charter School (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

OJIBWE CHARTER SCHOOL

STAFF RESPONSIBILITIES

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Behavior Intervention Specialist.....	5-1
Office Manager	5-3
Teacher	5-5
Paraprofessional	5-7
Food Service Employee	5-9
Custodian.....	5-11
Bus Driver	5-13
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BEHAVIOR INTERVENTION SPECIALIST

Reports To: School Leader/Chief Administrative Officer

Employed By: MEP Services

FLSA Status: Exempt

Other Titles: Intervention Specialist, Behavior Specialist, Behavior Interventionist, Achievement Behavior Specialist, Intensive Behavior Intervention Specialist

Core Principles

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

Essential Duties

Behavior Intervention Specialists are members of a professional community, where they work collaboratively to promote high expectations and academic growth. Behavior Intervention Specialists are dedicated to the mission of the Academy by participating in professional development and applying it when working with students, staff, and parents. Exceptional Behavior Intervention Specialists demonstrate a solution-oriented approach to discipline challenges, are reflective and work to understand and use best practices to continuously improve communication between the educational community, parents, and supplemental agencies, as necessary. Behavior Intervention Specialists are responsible for effectively managing student discipline issues, maintain documentation, develop Positive Behavior Intervention Plans and work with staff around classroom management strategies.

Behavior Intervention Specialists are responsible for promoting a positive learning environment for students and staff in order to enhance learning for all students. In addition, Behavior Intervention Specialists are responsible for collaboration between staff, parents and students regarding continuous improvement of positive behavior practices. Behavior Intervention Specialists are responsible for tracking the progress of student discipline records and communicating progress with students, parents and staff.

Qualifications

Supervision

Individuals in this position must be able to apply effective supervision methods. Behavior Intervention Specialists will be responsible for the supervision of students. Supervisory responsibilities include establishing successful behavior strategies and procedures that maximize learning by establishing a safe and orderly environment and overseeing behavior improvement activities. Behavior Intervention Specialists may also participate as supervisors in behavior part of Student Assistance Team activities.

Planning & Implementation

An effective employee in this position will assist in the creation of a student Behavior Improvement plan based on student needs. In addition, the Behavior Intervention Specialist must

implement student Behavior Improvement Plans, as needed. The Behavior Intervention Specialist is responsible for researching and implementing positive behavior instructional methods for student success.

Knowledge & Expertise

Qualified employees in this position will possess knowledge and experience working with applicable age students in an education setting. The Behavior Intervention Specialist must be an expert in human relation skills and be committed to a reflective, solutions-oriented approach to continuous school improvement. Excellent Behavior Intervention Specialists understand and expect to be exemplars of life-long learning. The Behavior Intervention Specialist must possess a high level of knowledge and expertise in their specific subject matter.

Reasoning Ability

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

Interpersonal Qualities

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

*All employees must successfully pass a criminal background check.

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

Education & Experience

- The Behavior Intervention Specialist must possess a Bachelor's degree in Education. In addition, Human Services or related field preferred.
- The Behavior Intervention Specialist must have a proven history of confidentiality in the workplace and knowledge and compliance with FERPA and all federal and state confidentiality laws.

Physical Demands & Work Environment

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

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

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

OFFICE MANAGER

Reports To: School Leader/Chief Administrative Officer

Employed By: MEP Services

FLSA Status: Exempt

Other Titles: Business Manager, Administrative Assistant

Core Principles

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

Essential Duties

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

Qualifications

Supervision

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

Planning & Implementation

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

Knowledge & Expertise

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

Reasoning Ability

An employee in this position must be able to effectively draw conclusions based on their ability to identify problems, collect information and establish facts. In addition, an individual in this

position will possess the ability to provide both logical and abstract solutions in standard and non-standard situations.

Interpersonal Qualities

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

*All employees must successfully pass a criminal background check.

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

Physical Demands & Work Environment

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

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

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

TEACHER

Reports To: School Leader/Chief Administrative Officer

Employed By: MEP Services

FLSA Status: Exempt

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

Core Principles

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

Essential Duties

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

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

Qualifications

Supervision

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

Planning & Implementation

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

Knowledge & Expertise

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

Reasoning Ability

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

Interpersonal Qualities

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

*All employees must successfully pass a criminal background check.

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

Education & Experience

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

Physical Demands & Work Environment

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

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

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

PARAPROFESSIONAL

Reports To: School Leader / Chief Administrative Officer

Employed By: MEP Services

FLSA Status: Non-Exempt

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

Core Principles

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

Essential Duties

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

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

Qualifications

Supervision

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

Planning & Implementation

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

Knowledge & Expertise

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

once. The Paraprofessional must have knowledge of classroom reinforcement, intervention, behavior reporting and the proper treatment of special needs students.

Reasoning Ability

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

Interpersonal Qualities

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

*All employees must successfully pass a criminal background check.

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

Education & Experience

The Paraprofessional must meet one of the following requirements:

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

Physical Demands & Work Environment

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

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

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

FOOD SERVICE EMPLOYEE

Reports To: School Leader/Chief Administrative Officer

Employed By: MEP Services

FLSA Status: Non-Exempt

Core Principles

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

Essential Duties

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

Qualifications

Supervision, Planning & Implementation

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

Knowledge & Expertise

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

Reasoning Ability

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

Interpersonal Qualities

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

*All employees must successfully pass a criminal background check.

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

Physical Demands & Work Environment

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

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

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

CUSTODIAN

Reports To: Department Director/Chief Administrative Officer

Employed By: MEP Services

FLSA Status: Non-Exempt

Core Principles

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

Essential Duties

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

Qualifications

Supervision

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

Planning & Implementation

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

Knowledge & Expertise

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

Reasoning Ability

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

Interpersonal Qualities

A qualified employee in this position will possess outstanding oral and written communication skills. This employee must have the ability to provide effective responses to all inquiries from all parties, including students, parents, staff, MEP Services, the community and the Academy

Board. An employee in this position must also be able and willing to work with staff and administration to problem solve.

*All employees must successfully pass a criminal background check.

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

Education & Experience

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

Physical Demands & Work Environment

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

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

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

BUS DRIVER

Reports To: Department Director/ School Leader/ Chief Administrative Officer

Employed By: MEP Services

FLSA Status: Non-Exempt

Core Principles

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

Essential Duties

Employees in this position are responsible for providing safe transportation to all assigned students. A Bus Driver is responsible for all aspects of bus safety and maintenance. A successful Bus Driver must maintain order amongst students in order to promote a safe transportation environment. The Bus Driver must follow all traffic regulations, maintain a regular transportation schedule and maintain the bus equipment. In addition, a Bus Driver is responsible for all other duties as assigned.

Qualifications

Supervision

Individuals in this position must be able to apply effective supervision methods. A Bus Driver is responsible for the supervision of all assigned students while riding the bus.

Planning & Implementation

An effective Bus Driver will possess the ability to transport students safely. The Bus Driver must be able to follow the scheduled routine, avoid damaging the bus while in operation and maintain the bus equipment.

Knowledge & Expertise

Qualified employees in this position will possess knowledge of all traffic laws. In addition, a successful Bus Driver must possess knowledge of all bus equipment and their functions and will maintain knowledge of basic first-aid procedures. An effective Bus Driver will execute safe transportation by adjusting driving techniques during times of inclement weather or changing traffic environments.

Reasoning Ability

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

Interpersonal Qualities

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

*All employees must successfully pass a criminal background check.

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

Education & Experience

A Bus Driver must be at least 18 years old and possess valid driver and chauffeur licenses. A Bus Driver must have less than seven points on their driver's license. A Bus Driver must also meet all further requirements identified by Michigan State Law.

Physical Demands & Work Environment

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

- Occasionally lift and/or move objects weighing up to 50 pounds.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Withstand a moderate noise level.

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

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (the "Agreement") is made and entered into as of July 1, 2017 by and between **CSP MANAGEMENT INC.**, a Michigan corporation d/b/a **MICHIGAN EDUCATIONAL PERSONNEL SERVICES** ("MEP Services" or "Educational Service Provider") and **OJIBWE CHARTER SCHOOL**, a Michigan public school academy (the "Academy") formed under Part 6(A) of the Revised School Code (the "Code"), as amended, being MCL §380.501 to §380.507. **CSP MANAGEMENT INC.** is currently a wholly owned corporation of **CS PARTNERS, LLC**, a Michigan limited liability company.

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

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

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

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

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

ARTICLE I

Relationship of the Parties and Other Matters

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

To the extent permitted by law, the Academy hereby authorizes and grants to MEP Services, the necessary authority and power to perform under this Agreement.

- B. Relationship of the Parties. MEP Services is not a division, subsidiary or any part of the Academy. The Academy is a corporate and governmental entity authorized under the Code. The Academy is not a division or any part of MEP Services. The relationship between the parties hereto was developed and entered into through arms-length negotiation and is based solely on the terms of this Agreement.
- C. Educational Program. The Board retains the responsibility for determining the fiscal and academic policies that will govern the operation of the Academy. MEP Services through the School Leader shall implement the educational goals and programs set forth in the Contract in compliance with the fiscal and academic policies established by the Board, including but not limited to methods of pupil assessment, admission policy and criteria, school calendar and school day schedule, age and grade classifications or pupils to be enrolled, and methods to be used to monitor performance towards targeted educational outcomes. No changes in the educational goals and programs shall be implemented without the prior approval of the Board and the Authorizer. The Board is responsible for the monitoring and the accountability for academic outcomes and shall notify MEP Services of any dissatisfaction with these outcomes.
- D. MEP Services as Independent Contractor; Agency. In the performance of Services under this Agreement, MEP Services (its officers, directors, employees, and designated agents) shall be regarded at all times as performing services as independent contractors for the Academy.
1. Consistent with that status, MEP Services reserves to itself the right to designate (to the extent consistent with the Contract and controlling law) the means and methods of accomplishing the objectives and purposes of this Agreement and the Academy shall not exercise (or have the right to exercise) control or direction over the means and methods utilized by MEP Services in providing services under this Agreement.
 2. MEP Services understands and agrees that it shall evaluate and compensate in compliance with sections 1249, 1249a, and 1250 of the Code any individuals assigned under this Agreement to perform the services of a teacher or school administrator. MCL 380.1249, 380.1249a, and 380.1250.
 3. To enable the Academy to comply with its reporting obligations under the Michigan Public School Employees Retirement Act, 1980 PA 300, as amended, MEP Services: (a) shall promptly notify the Academy in writing of the identity of any individual assigned by MEP Services to perform services at the Academy who is a retirant from the Michigan Public School Employees Retirement System (MPSERS); and (b) shall provide information on a pay period basis regarding any such individual's wages or amounts paid and hours of service under this Agreement, as necessary for the Academy to report on a schedule and in such manner as may be determined from time to time by MPSERS. MCL 38.1342(6).

4. No agent or employee of MEP Services shall be determined to be an agent or employee of the Academy, except as expressly acknowledged, if at all, in writing, by the Academy.
 5. No individual employed by MEP Services and assigned to perform Services under this Agreement shall be subject to any covenant not to compete or other employment restriction as part of the terms of his or her employment with MEP Services.
 6. During the Term of this Agreement, the Academy may disclose to MEP Services and its respective officers, directors, employees and designated agents or MEP Services and its respective officers, directors, employees and designated agents may access, confidential data and information, to the extent permitted by Academy Board Policies, including Policy No. 8330 (Student Records), and applicable law, including without limitation, the Family Educational Rights and Privacy Act, 20 USC §1232g, 34 CFR Part 99; Section 1136 of the Michigan Revised School Code, MCL 380.1136; the Individual with Disabilities Education Act ("IDEA"), 20 USC §1401 et seq., 34 CFR 300.610 -300.626; Section 504 of the Rehabilitation Act of 1973, 29 USC §794a, 34 CFR 104.36; the Michigan Mandatory Special Education Act, MCL 380.1701 et seq.; the American with Disabilities Act, 42 USC §12101 et seq.; the Health Insurance Portability and Accountability Act ("HIPAA"), 42 USC 1320d – 13200d-8; 45 CFR 160, 162 and 164; and social security numbers, as protected by the federal Privacy Act of 1974, 5 USC §552a; and the Michigan Social Security Number Privacy Act, MCL 445.84.
 - a. MEP Services agrees that it shall comport with applicable law in the handling, maintaining, safeguarding, re-disclosing, and returning of confidential data and information disclosed or accessed under this Agreement.
 - b. Except as permitted under the Code, MEP Services shall not sell or otherwise provide to a for-profit business entity any personally identifiable information that is part of an Academy student's education records.
 - c. If MEP Services receives information that is part of any Academy student's education records, MEP Services shall not sell or otherwise provide the information to any other person except as permitted under the Code.
 - d. Definitions. For purposes of this Article I, Subsection D.6 (inclusive of subparts), the terms "education records" and "personally identifiable information" shall have the same meaning as those terms in section 1136 of the Code, MCL 380.1136, and 34 CFR §99.3 of the FERPA implementing regulations.
- E. No Related Parties or Common Control. The parties hereby agree that none of the voting power of the governing body of the Academy or the Board will be vested in MEP Services or its directors, members, managers, officers, shareholders, or employees. Further, the Academy and MEP Services are not, and shall not become: (a) members of the same controlled group, as that term is defined in

the Internal Revenue Code of 1986, as amended (the "IRS Code"); or (b) related persons, as that term is defined in the IRS Code.

- F. Lease and Loans. If the Academy and MEP Services enter into a lease, execute promissory notes or other negotiable instruments, or enter into a lease-purchase agreement or other financing relationship, then such agreements must comply with applicable law and be separately documented, separately approved in compliance with any applicable Authorizer policies or procedures, and shall not be a part of or incorporated into this Agreement.
- G. The Board. The Board is the governing body with oversight responsibilities over the Academy. The Board is responsible for the monitoring and the accountability for academic outcomes and shall notify MEP Services of any dissatisfaction with these outcomes. The parties acknowledge that throughout this Agreement the term "Board" and the term "Academy" are sometimes used interchangeably in some sections for the sole purpose of readability based on the nature and subject-matter of the article/section. This Agreement is executed by a duly authorized member of the Board (on behalf of the Academy), and by so executing this Agreement the Board acknowledges and accepts all obligations and responsibilities related to the Board as set forth in this Agreement.

ARTICLE II

Term

Term. This Agreement shall be effective for an eight-year term commencing on July 1, 2017 and terminating at midnight on June 30, 2025 (the "Term"), subject to earlier termination under Article V. Provided, however, that if the Contract issued by the Authorizer is revoked, terminated, or non-renewed, this Agreement shall automatically terminate on the same date that the Contract is revoked, terminated, or non-renewed without further action of the parties.

ARTICLE III

Compensation and Reimbursement of Costs

- A. Service Fee. During the Term of this Agreement, the Board shall pay MEP Services an annual service fee of five percent (5%) of total gross salary and wages (exclusive of benefits) paid to staff employed and assigned by MEP Services to perform Services for the Academy (the "Fee"), subject to a multi-year contract discount. A discount of 0.25% will be given to the Academy for having this multi-year contract match the length of the Contract.

The parties agree that the Fee amount is reasonable compensation for the provision of the Services. MEP Services' Fee under this Agreement will not be based, in whole or in part, on a share of net profits from the operation of the Academy.

- B. Service Costs. In consideration of the Services provided to the Academy by MEP Services under this Agreement, the Academy also will pay MEP Services, on an at-cost basis for properly invoiced costs incurred and paid by MEPS Services in providing the Services as specified in this Agreement,

including: (1) properly invoiced salary, benefits, and other costs attributable to personnel employed by MEP Services and assigned by MEP Services to perform Services at the Academy under this Agreement, including but not limited to gross wages, FICA, Medicare, FUTA, SUTA, Workers' Compensation Insurance, Employment Practices Liability Insurance (as required by M.U.S.I.C), employer portions of health, dental, vision and life insurance, and 401K employer contributions (if applicable); and (2) employment ads, recruiting fees, background screening fees, Concentra testing fees, job fair booth fees, substitute charges/fees, and other expenses for equipment, software, supplies, food service, transportation, special education, psychological services, and medical services, to the extent such costs fall within Board-approved budget parameters. The Board is responsible for notifying MEP Services regarding the total amounts allocated for such Services in the annual operating budget as approved or amended by the Academy Board during the fiscal year. MEP Services shall not charge an added fee (or mark-up) for these Service Costs. The Academy will forward to MEP Services the funds to pay all authorized costs of the Services provided pursuant to this Agreement. No corporate costs of MEP Services shall be charged to, or reimbursed by, the Academy. Marketing and development costs paid by or charged to the Academy (if any) shall be limited to those costs specific to the Academy program and shall not include any costs for the marketing and development of MEP Services.

C. Payment.

1. MEP Services will remunerate its employees assigned to perform Services under this Agreement at such rates as MEP Services deems appropriate, subject to reimbursement by the Academy as provided in Sections III.B. and III.C of this Agreement. The Academy shall forward to MEPs, by no later than the third business day preceding each payroll date for MEP Services' employees, funds in an amount equal to the properly invoiced salary and benefits costs attributable to personnel assigned by MEP Services to perform Services under this Agreement. Said funds shall be deposited by the Academy into a payroll account designated by MEP Services. No provision of this Agreement is intended, nor shall be construed: (a) to alter the Academy Board Treasurer's legal obligation to direct that the deposit of all funds received by the Academy be placed in the Academy's depository account as required by Section 1221 of the Code or other applicable law; (b) to authorize a signatory on the Academy's depository account(s) other than the Academy Board members properly designated annually by Academy Board Resolution; or (c) to provide that the interest income earned on Academy depository account(s) shall accrued to any person or entity other than the Academy.
2. The ability of MEP Services to employ personnel as necessary for MEP Services to provide Services for the Academy under this Agreement is dependent upon the Academy's timely payment of Service Costs. If the Payroll Cost funding described in Section III.B(1) is not received from the Academy in full 3 business days prior to the payroll date, MEP Services will notify the Academy Board. If Payroll Costs have not been paid by the Academy by the payroll date, MEP Services may send lay-off notices to MEP Services employees assigned to perform services at the Academy under this Agreement. At that time, MEP Services will also provide

the Academy an invoice for all accrued and unpaid Service Costs under this Agreement. For purposes of this Agreement the ("payroll date") shall be that date or dates established annually by MEP Services. Other authorized and properly invoiced expenses incurred by MEP Services in providing Services under this Agreement will be paid by the Academy by the 15th day of the month following the month the expenditure was incurred by MEP Services.

3. Notwithstanding any other term or provision in this Agreement to the contrary, in the Board's discretion, the Academy may pay fees for costs incurred by MEP Services; provided, however, that: (a) in no event shall such fees exceed allocations authorized under the Academy's Board's approved annual budget; and (b) if MEP Services purchases equipment, materials, or supplies on behalf of the Academy, MEP Services will comply with Section 1274 of the Code as if the Academy were making these purchases directly from a third party supplier; the equipment, materials and supplies shall be and remain the property of the Academy; and MEP Services shall not include any added fee or charges for the purchases.
 4. Documentation of all expenses must be invoiced by MEP Services to the Academy and supported with back up documentation. All records of MEP Services related to the Academy will be made available to the Academy's independent auditor, which independent auditor shall be selected, retained, evaluated, or replaced only by the Academy Board.
 5. At close of the fiscal year, MEP Services will have billed the Academy for all costs incurred by MEP Services for the year in providing Services to the Academy. Documentation for all staffing costs will be broken down by each MEP Services' employee.
- D. Availability of Funds. Notwithstanding any other term or provision in this Agreement to the contrary, MEP Services shall not be, directly or indirectly, liable to any third party for any cost or expense incurred by the Academy, and MEP Services shall only be required to perform its responsibilities under this Agreement to the extent the Academy has funds available for payment to any third party.
- E. Other Institutions. The Academy acknowledges that MEP Services may enter into agreements similar to this Agreement with other public or private educational schools or institutions (the "Institutions"). MEP Services shall maintain separate accounts for reimbursable expenses incurred on behalf of the Academy and for reimbursable expenses incurred on behalf of the Institutions. MEP Services shall only charge the Academy for expenses incurred on behalf of the Academy. Marketing and development costs paid by or charged to the Academy shall be limited to those costs specific to the Academy's program(s) and shall not include any costs for the marketing and development of MEP Services.

If MEP Services incurs reimbursable expenses on behalf of the Academy and the Institutions which are incapable of precise allocation between the Academy and the Institutions, then MEP Services shall allocate such expenses among the Institutions and the Academy, on a pro-rata basis, based on the number of students enrolled at the Academy and the Institutions. Provided, however, that

nothing in this provision is intended to preclude the Parties from agreeing, in writing, upon such other equitable basis for allocation of expenses as may from time to time, be deemed appropriate by the parties.

F. Financial Reporting. MEP Services is not responsible to provide comprehensive budgeting and financial services to the Academy under this Agreement. Within 14 days of receiving a request from the Academy Board, MEP Services shall provide the Board with:

1. Projected annual costs of the personnel services to be provided to the Academy by MEP Services under this Agreement.
2. A detailed invoice for payroll costs to be provided to the Academy by MEP Services on a per payroll basis.
3. Other information on a periodic basis to enable the Board to monitor MEP Services' performance and the efficiency of MEP Services' personnel services provided to the Academy. MEP Services shall provide reasonably requested or expected information to the Board upon the Board's reasonable request, to enable the Board to monitor MEP Services' performance under this Agreement. A representative of MEP Services will attend (or participate telephonically in) Academy Board meetings upon the specific request of the Academy Board

G. Access to Records. MEP Services shall keep accurate financial records pertaining to the personnel Services provided to the Academy. MEP Services also shall maintain personnel records for all individuals employed by MEP Services and assigned to perform services for the Academy under this Agreement. All records prepared by or in the possession of MEP Services shall be retained in the manner and for the duration required by controlling law, including the Records Retention and Disposal Schedule for Michigan Public Schools. In no event shall it be less than a period of five (5) years from the close of the fiscal year to which such books, accounts and records relate. MEP Services and the Academy shall maintain the proper confidentiality of personnel and other records as required by law. All Academy records (including, without limitation, financial and personnel records) retained by MEP Services pertaining to the Academy shall be available to the Academy, the Authorizer, and the Academy's independent auditor for inspection and copying upon reasonable request.

H. Financial Responsibility. MEP Services is not responsible for budget preparation, financial management services, accounting and bookkeeping services and accounts payable. These financial services are provided to the Academy by the Eastern Upper Peninsula Intermediate School District.

I. Academy Funds. All funds received by the Academy shall be placed in the Academy's depository account as required by law. The signatories on the Academy Board accounts shall solely be Academy Board members, or properly designated Academy Board employees (if any). Interest income earned on Academy accounts shall accrue to the Academy.

- J. Purchases. If MEP Services purchases equipment, materials and supplies on behalf of or as the agent of the Academy such equipment, materials and supplies shall be and remain the property of the Academy. MEP Services shall comply with the Revised School Code including, but not limited to, sections 1267 and 1274 as if the Academy were making these purchases directly from a third party supplier. MEP Services shall not include any added fees or charges with the cost of equipment, materials and supplies purchased from third parties.

ARTICLE IV Services

- A. Personnel Responsibility. Within the parameters of the Academy's approved budget, MEP Services shall determine and identify all personnel necessary for MEP Services to perform its obligations under this Agreement. MEP Services shall work with its School Leader (see subsection IV.B.) to recommend for inclusion in the Academy's annual budget staffing levels at the Academy, and to recruit, select, hire, evaluate, assign, discipline and transfer personnel, consistent with applicable laws, and consistent with the parameters adopted and included within the Educational Program of the Contract. Evaluation and compensation systems administered by MEP Services shall comply with applicable laws. The Academy is responsible for ensuring that MEP Services has all budget information necessary.
- B. School Leader. MEP Services shall identify, select, hire, and assign a School Leader to administer the Educational Program at the Academy. The School Leader will be an employee of MEP Services and may be disciplined and/or terminated by MEP Services in its sole discretion. The School Leader will hold all required certifications as required by the School Code. The School Leader will be an employee of MEP Services and a liaison to the Board. The School Leader will serve as the on-site supervisor to staff. The School Leader shall coordinate with designated MEP Services managers and officers at MEP Services home office with administrative and personnel responsibilities.

If the Board becomes dissatisfied with MEPS' delivery of School Leadership services under this Agreement, the Board will state the causes of such dissatisfaction in writing and deliver the writing to MEP Services. MEP Services shall have a reasonable period of time (as determined by the parties) to remedy the circumstances giving rise to the dissatisfaction, up to and including removal and replacement of the School Leader if MEPS determines such removal and replacement is required for MEPS to fulfill its responsibilities under this Agreement.

- C. Teachers and staff. MEP Services Central Office staff will work with the School Leader to identify, select, hire, and assign qualified teachers and support staff to perform services for the Academy. MEP Services will empower the School Leader with the authority to select and hold accountable the teachers and support staff for the operation of the Academy. The curriculum taught by such teachers shall be the curriculum prescribed by the Contract. Such teachers may, in the discretion of MEP Services, work at the Academy on a full or part time basis. If assigned to the Academy on a part time basis, such teachers may also work at other schools or educational institutions managed or

operated by MEP Services. Each teacher assigned or retained to the Academy shall meet and maintain all necessary requirements as established by the Michigan Department of Education, the Academy's authorizer, and state and federal law for the position assigned. Evaluation and compensation systems administered by MEP Services shall comply with all applicable laws.

- D. Criminal Background Checks. The Parties understand and agree that criminal background checks and unprofessional conduct checks are required to be conducted on any individual assigned under this Agreement (or under a subcontracting agreement) to regularly and continuously work under contract in the Academy. MEP Services agrees that it shall not assign any of its employees, agents or other individuals to perform any services under this Agreement except as permitted under Sections 1230, 1230a, 1230b and related provisions of the Code pertaining to criminal background checks and criminal conduct.
- E. Employer of Personnel. Except as specified in this Agreement, all teaching support staff and other non-teaching personnel assigned to perform services for the Academy under this Agreement shall be employees of MEP Services.
1. Compensation of all employees of MEP Services shall be paid by MEP Services. For purposes of this Agreement, "compensation" shall include salary, fringe benefits, and state, federal, local, and social security tax withholdings. MEP Services shall be responsible for paying the employer portion of social security, unemployment, and any other taxes required by law to be paid on behalf of its employees assigned to the Academy. Unless required by applicable statute, court or administrative decision, or Attorney General's opinion, MEP Services shall not make payments to the Michigan Public School Employees' Retirement System or any other public retirement system on behalf of its employees. MEP Services shall be responsible for conducting criminal record checks and unprofessional conduct checks on its employees, as if a public school consistent with state law. Teachers employed by MEP Services and assigned to perform the services of a teacher in the Academy are not considered teachers during that assignment for purposes of continuing tenure under article III of the Teachers' Tenure Act, MCL §38.71 et. seq.
 2. 401K Plan Administration. MEP Services has determined to provide a 401k plan for its employees assigned to perform services for the Academy under this Agreement. MEP Services will complete and sign all necessary 401K regulatory and plan documents as required by law and duties as fiduciary agent of the plan.

ARTICLE V

Termination

- A. Termination for Cause by MEP Services. MEP Services may terminate this Agreement prior to the end of the Term in the event the Board fails to remedy a material breach within the required time frames below or it is determined that MEP Services is required to pay MPSERS. A material breach includes, but is not limited to, MEP Services' failure to receive for any reason, compensation or reimbursement as required by the terms of this Agreement. MEP Services may also terminate this

Agreement if the Academy Board unduly interferes with the employment relationship between MEP Services as the individuals employed and assigned by MEP Services to perform services for the Academy under this Agreement and/or there is a substantial and unforeseen increase in the cost of administering services of this Agreement.

The Academy has ten (10) days after notice from MEP Services to remedy a breach that involves the advancement of funds for all "compensation" required for payroll or to reach an agreement with MEP Services on the payment of those funds. The Academy has thirty (30) days after notice from MEP Services to remedy all other material breaches.

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

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

MEP Services has ten (10) days after notice from the Academy to remedy a breach that involves the non-payment of funds for all "compensation" required for payroll (provided that MEP Services has received such funds from the Academy to do so) or to reach an agreement with the Academy on the payment of those funds. MEP Services has thirty (30) days after notice from the Academy to remedy all other material breaches. Upon expiration of this Agreement, or termination for any reason, all advances or billable costs, if any, paid by MEP Services shall be immediately repaid by the Academy, unless otherwise agreed in writing by MEP Services and the Academy.

- C. Termination Without Cause. Either Party may terminate this Agreement without cause and without penalty to be effective upon completion of an academic year provided that the Party delivers written notice to the other Party of the intent to terminate without cause at least ninety (90) days prior to the end of the then-current academic year. Accordingly, to terminate this Agreement without cause effective June 30, 2018 (or each succeeding June 30), written notice shall be provided by not later than February 1, 2018 (or February 1 of the applicable succeeding year).
- D. Change in Law. If any federal, state or local law or regulation, or court or administrative decision, or attorney general's opinion (collectively referred to in this Agreement as the "applicable laws")

has a substantial and material adverse impact (as reasonably determined by the party suffering the impact) on the ability of the impacted party to carry out its obligations under this Agreement, then the impacted party, upon written notice, may request a renegotiation of this Agreement. If the parties are unable or unwilling to successfully renegotiate the terms of this Agreement within ninety (90) days after the notice, and after making good faith efforts which shall include, but not be limited to, the use of a third party arbitrator and/or alternative dispute resolution process, the impacted party may terminate this Agreement as of the end of the then-current academic year.

- E. Transition. In the event of any termination prior to the end of the Term of this Agreement, MEP Services shall provide the Academy reasonable assistance for up to thirty (30) days to assist in the orderly transition to another service provider or to a self-managed school. Notwithstanding the foregoing, MEP Services shall not be obligated to provide such reasonable assistance if the reason for the termination was the documented willful misconduct of the Academy which resulted in financial damages to MEP Services exceeding \$10,000, as reasonably determined by MEP Services.
- F. Obligations upon Termination or Expiration. Upon any termination or the expiration of this Agreement, the parties shall remain obligated for all financial or other obligations due at the time of the termination or expiration.

ARTICLE VI

Indemnification & Cooperation

- A. Indemnification of MEP Services. To the extent permitted by law (if any), the Academy shall indemnify, save, and hold harmless MEP Services and all of its employees, officers, directors, subcontractors, and agents against any and all claims, demands, suits or other forms of liability that might arise out of or by reason of any noncompliance by the Academy Board with any agreements, covenants, warranties or undertakings of the Academy Board contained in or made pursuant to this Agreement, and any misrepresentations or breach of the representations and warranties of the Board and the Academy contained in or made pursuant to this Agreement. In addition, to the extent permitted by law, the Academy shall reimburse MEP Services for any and all legal expenses and costs associated with the defense of any such claim, demand or suit.
- B. Indemnification of the Academy. MEP Services shall indemnify, save, and hold harmless the Academy and all of its employees, officers, directors, subcontractors, and agents against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of any noncompliance by MEP Services with any agreements, covenants, warranties, or undertakings of MEP Services contained in or made pursuant to this Agreement, and any misrepresentation or breach of the representations and warranties of MEP Services contained in or made pursuant to this Agreement. In addition, MEP Services shall reimburse the Academy for any and all legal expenses and costs associated with the defense of any such claim, demand, or suit.
- C. Indemnification for Negligence. To the extent permitted by law (if any), each party to this Agreement shall indemnify and hold harmless the other, and their respective boards of directors,

partners, officers, employees, agents, and representatives, from any and all claims and liabilities which they may incur and which arise out of the negligence of the other party's trustees, directors, officers, employees, agents, or representatives. Nothing in this section is intended nor shall be construed as a waiver or relinquishment of any immunity from action or liability enjoyed by the Academy under controlling law.

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

ARTICLE VII

Insurance

- A. Academy Insurance. The Academy shall maintain such policies of insurance coverage in the amounts as required by the Authorizer. MEP Services shall comply with any reasonable information or recording requirements under the Academy's policies of insurance. Nothing in this Agreement is intended, nor shall be construed, as a waiver or relinquishment of any immunity from action or liability enjoyed by the Academy under controlling law.
- B. MEP Services Insurance. MEP Services shall maintain separate general liability and umbrella insurance coverage, including employment practices liability insurance and specific coverage for acts of sexual molestation or abuse by its officers, employees, or agents, with the Academy listed as an additional insured on all policies. MEP Services shall maintain such policies of insurance in the amounts as required by the Authorizer. In the event that the Authorizer requests any change in coverage by MEP Services, MEP Services agrees to comply with any change in the type and amount of coverage as requested by the Authorizer within thirty (30) days after notice of the insurance coverage change.
- C. Workers' Compensation Coverage. Additionally, each Party shall maintain workers' compensation insurance, as required by state law, covering their respective employees (if any).

ARTICLE VIII

Warranties and Representations

- A. Warranties and Representations of the Academy. The Academy represents to MEP Services that (a) it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement, (b) its actions have been duly and validly authorized, and (c) it will adopt the necessary resolutions or expenditure approvals required for execution of

this Agreement.

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

ARTICLE IX

Alternative Dispute Resolution

- A. Mediation. Any and all disputes between the parties concerning any alleged breach of this Agreement or arising out of or relating to the interpretation of this Agreement or the parties' performance of their respective obligations under this Agreement shall first be submitted to mediation for resolution in Chippewa or Ingham County. Both parties must mutually agree upon the mediator selected and shall participate in all meetings in good faith. The mediation shall be conducted in accordance with the rules of the American Arbitration Association seated in Chippewa or Ingham County, Michigan, with such variations as the parties and arbitrators unanimously accept. The parties will share equally in the costs of the mediation including forum fees, expenses and charges of the mediator.
- B. Arbitration. If the mediation does not result in a mutually satisfactory compromise, then the matter shall be resolved by arbitration, and such procedure shall be the sole and exclusive remedy for such matters. Unless the parties agree upon a single arbitrator, the arbitration panel shall consist of three (3) persons. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association seated in Chippewa or Ingham County, Michigan, with such variations as the parties and arbitrator(s) unanimously accept. The arbitrator(s)' award shall be final and binding. The arbitrator(s) shall be required to issue a cause opinion with a written explanation as to the final decision. This cause opinion shall be made available to the Bay Mills Community College Charter Schools Office upon request. A judgment on the award rendered by the arbitrator(s) may be entered in any court having appropriate jurisdiction, by any party, without the consent of the other party. The losing party shall pay the cost of arbitration, not including attorney fees. It shall be within the discretion and purview of the arbitrator or arbitration panel to award reasonable attorney fees to the prevailing party. The prevailing party shall be defined as the party who prevails in total.

ARTICLE X
Intellectual Property and Marks

- A. The Academy owns all proprietary rights to curriculum or educational materials developed by the Academy and/or MEP Services (its employees and designated agents) in the course of performing Services for the Academy under this Agreement. All such intellectual property shall be provided to the Academy prior to the termination of services under this Agreement. MEP Services agrees that it and its employees, agents, and successors or assigns will execute any document or agreement necessary to affect these property rights without delay or cost to the Academy.
- B. Neither Party may use the trademarks, service marks, name, logo, seal, mascot, or other identifying symbols ("Marks") of the other Party, except with the prior written approval of the other Party.

ARTICLE XI
Required Provisions for Educational Management Organization Agreements

The Parties have incorporated the following provisions in compliance with Section 11.10 of the Academy's Charter.

- 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 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, judgements, damages, fines, penalties, forfeitures, or any other liabilities or losses of any kind, including costs, attorney fees, and related expenses, imposed upon or incurred by Bay Mills Community College on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of Bay Mills Community College, which arise out of or are in any manner connected with Bay Mills Community College Board of Regents' approval of the Academy's application, Bay Mills Community College Board of Regents' consideration of or issuance of a Contract, the Academy Board's or MEP Service's preparation for and operation of the Academy, or which are incurred as a result of the reliance by Bay Mills Community College upon information supplied by the Academy Board or MEP Services, or which arise out of the failure of the Academy Board or MEP Services 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. 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.

- C. Compliance with Academy's Contract. MEP Services 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.
- D. Compliance with Section 503c. On an annual basis, MEP Services 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.
- E. 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 issue 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 Agreement, the parties agree that this Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy, and MEP Services shall have no recourse against the Academy or the College Board for implementing such site closure or reconstitution.
- F. Compliance with Section 12.17 of Contract Terms and Conditions. MEP Services 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 Section 12.17(a) of the Contract Terms and Conditions.
- G. Prohibited Familial Relationships. The relationship between the Academy and MEP Services shall be consistent with the conflicts of interest and prohibited familial relationship provisions set forth in the Contract, which as of this writing prohibit an Academy Board Member or "immediate family member" from (1) being employed by the Academy; (2) working at or being assigned to the Academy; and (3) having an ownership, officer, policymaking, managerial, administrative, clerical, or other significant role with MEP Services. For purposes of this provision, "immediate family member" means mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, and spouse or same-sex domestic partner.

- H. Before this Agreement is final and valid, the Authorizer must review and may disapprove this Agreement if determined to be contrary to the Contract or applicable law.

ARTICLE XII
Miscellaneous

- A. Entire Agreement. This Agreement supersedes and replaces any and all prior written or oral agreements and understandings between the Academy and MEP Services. This Agreement, including Exhibit A, constitutes the entire agreement of the parties.
- B. Force Majeure. Notwithstanding any other sections of this Agreement, neither party shall be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, embargo, fire, explosion, sabotage, accident, labor strike, flood, terrorism, or other acts beyond its reasonable control.
- C. Governing Law. This Agreement and the rights of the parties hereto shall be interpreted according to the laws of the State of Michigan.
- D. Official Notices. All notices or other communications required by the terms of this Agreement shall be in writing and sent to the parties at the addresses set forth below. Notice may be given by certified or registered mail, postage prepaid, return receipt requested, or personal delivery. Notices shall be deemed to have been given on the date of personal delivery, or, if given by mail, the postmark date. Unless amended or updated in writing, the addresses of the parties hereto for the purposes of this Agreement shall be:

THE ACADEMY:

Board President
Ojibwe Charter School
11507 West Industrial Drive
Brimley, MI 49715
ATTN: TIME-SENSITIVE OFFICIAL NOTICE

MEP SERVICES:

Michigan Educational Personnel Services
c/o Mary K. Shields
869 South Old US 23
Brighton, Michigan 48114

- E. Assignment. This Agreement shall not be assigned (a) by MEP Services, without prior consent of the Board, in writing which consent shall not be unreasonably withheld; or (b) by the Academy, without the prior consent of MEP Services, in writing, which consent shall not be unreasonably withheld. MEP Services may, without the consent of the Board, delegate the performance of but not responsibility for any duties and obligations of MEP Services hereunder to any independent contractor, expert or professional adviser, but only to the extent that such delegation comports with

the Authorizer's educational service provider policies. No assignment shall become effective unless or until Authorizer approval is obtained to the extent required under the Contract or the Authorizer's educational service provider policies.

- F. Amendment. This Agreement may only be amended in writing, signed by a duly authorized representative of each party and in a manner consistent with the Contract and Authorizer's Educational Service Provider Policies.
- G. Effect of Headings. The underlined headings are included for convenience of the reader, and if the underlined headings are inconsistent with the other text the underlined text shall be disregarded.
- H. Tax Exempt Financing. If at any time the Academy determines that it is in the best interests of the Academy to obtain financing from the Michigan Public Educational Facilities Authority or any other type of financing that is tax-exempt pursuant to the IRS Code, then the parties hereby agree that this Agreement shall be automatically amended for the sole and limited purpose of compliance with Revenue Procedure 97-13, and/or its progeny. Any such automatic amendment shall be as limited as practicable, and the parties shall promptly execute a written agreement reflecting such amendment, but the failure of the parties to do so shall not affect the effectiveness of the automatic amendment referenced above; provided, however, that any such amendment shall be consistent with the Authorizer's Educational Service Provider Policies.
- I. Waiver. No waiver of any portion of this Agreement shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly stated in writing.
- J. Severability. The invalidity of any portion or term of this Agreement shall not affect the remaining portions or terms of this Agreement. In the event a portion or a term of this Agreement is deemed invalid, the parties shall cooperatively work together to modify the invalid portion or term as minimally as possible to cure the invalidity, while at all times preserving the spirit and purpose of the applicable portion or term.
- K. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
- L. No Third Party Rights. This Agreement is made for the sole benefit of the Academy and MEP Services. Except as otherwise expressly provided herein, nothing in this Agreement shall create or be deemed to create a relationship between the parties, or either of them individually with any third person, third party beneficiary, fiduciary, or the Authorizer.
- M. Survival of Termination. All representations, warranties, and indemnities made in this Agreement shall survive any termination or expiration of this Agreement without limitation.
- N. Delegation of Authority; Compliance with Laws. No provision in this Agreement is intended, nor shall be construed: (1) to delegate to MEP Services any of the powers or authority of the Board

which are not subject to delegation by the Board in accordance with all applicable laws; (2) to interfere with the Academy Board's exercise of its statutory, contractual and fiduciary responsibilities governing the operation of the Academy; (3) to prohibit the Academy Board from acting as an independent, self-governing public body; or (4) to allow public decisions to be made other than in compliance with the Open Meetings Act. The parties agree to comply with all applicable laws in the performance of their respective responsibilities under this Agreement.

- O. Non-Waiver of Governmental Immunity. Nothing in this Agreement is intended nor shall be construed as a waiver or relinquishment of the governmental immunity provided to the Academy and its incorporators, board members, officers, employees, and volunteers under section 7 of 1964 PA 170, MCL 691.1407.
- P. Execution. The parties may execute this Agreement by facsimile or in counterparts. A facsimile or photographic copy of this Agreement may be relied upon by either party, or any third party, as if it were an original signature copy. If this Agreement is executed in counterparts, the separate counterpart signature pages shall be combined and treated by the parties, or any third party, as if the separate counterpart signature pages were part of one original signature copy.
- Q. Review by Independent Counsel. The parties agree that each has reviewed, or had the opportunity to review, this Agreement with its own independent legal counsel prior to the execution of this Agreement.

[Signature page follows]

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

THE ACADEMY:

OJIBWE CHARTER SCHOOL, a Michigan public school
academy

By: *Alie Cameron*

Its: Board President

MEP SERVICES:

MEP SERVICES INC., a Michigan corporation

By: _____

Mary K. Shields

Its: President

APPENDIX A: INDEPENDENT CONTRACTOR SERVICES

- A. MEP Services shall provide administrative, educational, and instructional services for the Academy**
- B. MEP Services shall be responsible to perform the following functions as the employer of the School Leader, Teachers and Staff assigned by MEP Services to perform services for the Academy under this Agreement:**

Process Payroll (Semi monthly check distribution, Direct Deposit offered, & customized reports that correspond to Michigan School Chart of Accounts)

Benefit Administration- Full time benefits coordinator assists MEP Service employees with all insurance questions and billing issues. (Options include: Health, Dental, Vision, Life, Retirement, Long Term Disability, Short Term Disability, Flexible Spending Account, In house HRA, all in compliance with applicable law, including the Patient Protection and Affordable Care Act)

Annual employee orientation meeting and staff meetings as needed and requested.

Staff recruitment (performed at the Academy)

Offers of Employment

Annual projections of salary (performed at the Academy)

Benefit expensed for budgeting

Employee Handbook and required personnel posters

401(k) Administration and investment planning

Workman's Compensation and Unemployment Insurance

Cobra Administration

Management and Training of AESOP, online substitute program (if applicable). The cost for this program which directly corresponds with the cost per employee to use the website will be billed to the school annually with back up documentation from AESOP.

- C. MEP Services shall be responsible to perform the following reporting and record-keeping functions in connection with all personnel assigned by MEP Services to perform services for the Academy:**

All state required personnel documentation

Registration of Educational Personnel (REP) reporting to Michigan Department of Education (Performed at the Academy)

Authorizer and MDE Audits

Certification, Mentor, and Professional Development tracking of professional personnel and assistance to staff (Performed at the Academy)

Special Education staff reporting to the ISD and MDE (Performed at the Academy)

MEP SERVICES _____

ACADEMY *AC*

Tab 6

CONTRACT SCHEDULE 6
PHYSICAL PLANT DESCRIPTION

Physical Plant

	<u>Page</u>
Physical Plant Description	6-1
Lease	6-3
Site Plan	6-10
Floor Plan.....	6-13
Occupancy Approval	6-15

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 Ojibwe Charter School ("Academy") is as follows:

Address: 11507 West Industrial Drive
Brimley, MI 49715

General Description: The school building is a single story building with multiple classrooms. A 100' x 120' playground is adjacent to the school building.

Term of Use: Term of Contract.

Configuration of Grade Levels: Kindergarten through twelfth.

Name of School District and Intermediate School District:

Local: Brimley School District
ISD: Eastern Upper Peninsula

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.

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ID\JTHA - 078905/0001

**UNITED STATES
DEPARTMENT OF THE INTERIOR
Bureau of Indian Affairs**

TRIBAL LEASE

THIS LEASE, made and entered into between the BAY MILLS INDIAN COMMUNITY, hereinafter designated as "LESSOR", and the OJIBWE CHARTER SCHOOL, a governmental entity of the State of Michigan, located upon the Bay Mills Indian Reservation, as described in Attachment "A", hereinafter designated as "LESSEE".

WITNESSETH:

1. SECRETARIAL APPROVAL. As used in this Lease, the term "SECRETARY" means the Secretary of the Interior or his duly authorized representative. This Lease is subject to the approval of the Secretary pursuant to the Act of August 9, 1955, 69 Stat. 539, as amended; 25 U.S.C. 415.
2. PREMISES. Lessor, as authorized by law and in accordance with a resolution adopted by the Bay Mills Executive Council on March 24, 2014, hereby leases to the Lessee all that parcel or tract of land situated on the Bay Mills Reservation, County of Chippewa, State of Michigan, as described in Attachment "A."
3. USE OF PREMISES. The object of this Lease is to enable the Lessee to utilize the property for its grade school, middle school and high school.
4. TERM. Lessee shall have and hold the premises for a term of two (2) years, beginning on May 31, 2013. This Lease may not be terminated by either or both parties during its initial or renewal term if, and as long as, the Lease and/or any improvements on the premises, or any interest therein, are mortgaged or otherwise pledged as security for any loan in accordance with the provisions hereof, unless consent in writing to such termination is given by the lender, and, when FHA insurance or VA guaranty or insurance is in force, by the Federal Housing Administration or Veterans Administration, as the case may be. This Lease shall not be subject to any forfeiture or reversion and shall not be otherwise terminable, if such event would adversely affect any interest in the premises, including improvements thereon, acquired in accordance with the provisions hereof by the holder of any mortgage or other lien, or of any purchaser at a foreclosure sale under such mortgage (or lien) or under any conveyance given in lieu of foreclosure, or any holder subsequent to such purchase.

This term may be renewed by mutual agreement of the parties for an additional term of two (2) years, which is memorialized by a written request by the Lessee to extend the term and is approved by the Lessee acting through the Executive Council.

TRIBAL LEASE TO OJIBWE CHARTER SCHOOL

5. RENT. The use of tribal land for the operation of a grade school, middle school and high school, is a governmental purpose of the Bay Mills Indian Community, and is specifically recognized as such in Section 5 of the Tribe's Lease Ordinance. Pursuant to said section, consideration for this Lease is fixed at One Dollar (\$1.00), payment of which is to be made directly to the Lessor and receipt of which is hereby acknowledged by Lessor's execution of this Lease.
6. IMPROVEMENTS. All buildings or other improvements now existing or hereafter constructed on the premises shall be the leasehold property of the Lessee during the term of this Lease, including any extension or renewal thereof. Upon termination of this Lease, ownership of any and all improvements shall revert to the Lessor, unless otherwise agreed by a separate agreement of the parties hereto.
7. USE RIGHTS. Upon expiration of this Lease, or upon its termination in accordance with the terms hereof, unless such termination is due to default upon the part of Lessee, Lessee or any successors in interest shall, upon demand, surrender to Lessor complete and peaceable possession of the premises and all improvements thereon, which shall be the property of the Bay Mills Indian Community.
8. FEDERAL SUPERVISION.
- (a) Nothing contained in the Lease shall operate to delay or prevent a termination of Federal responsibilities with respect to the premises by issuance of a fee patent, the lifting of restrictions on alienation, or otherwise during the term of the Lease; such termination, however, shall not serve to abrogate the lease.
- (b) No member of Congress nor any delegate thereto or any Resident Commissioner shall be admitted to any part of this Lease or to any benefit that may arise therefrom.
- (c) The Lessee agrees not to use or cause to be used any part of said premises for any unlawful conduct or purpose.
9. QUIET ENJOYMENT. Lessor agrees to defend the title to the premises and also agrees that Lessee and any successors in interest shall peaceably and quietly hold, enjoy and occupy the premises for the duration of this Lease without any hindrance interruption, ejection or molestation by Lessor or by any other person or persons whomsoever.
10. ASSIGNMENT. Except as otherwise provided herein, Lessee shall not assign this Lease without the prior written consent of the Lessor and the Secretary of the Interior, and, if this Lease and/or any improvements on the premises are mortgaged or pledged as security for a loan, without the written approval of the lender and, when FHA insurance or VA guarantee or insurance is in force, of the Federal Housing Administration or Veterans Administration, as the case may be. Lessee may assign this Lease or deliver possession of the premises, including any improvements thereon, to the lender, its successors in interest, or the FHA or VA, as the case may be, if Lessee defaults in any mortgage or other loan agreement for which the Lease and/or improvements on the premises are pledged as security, and, in such event, the lender, its successors in interest, or the FHA or VA, in turn may transfer this Lease or possession of the premises to a successor lessee. Nothing in this Lease shall prevent the Lessee from executing and recording a mortgage, declaration of trust and/or other security instrument as may be necessary to obtain financing for the construction and/or improvement of education-related buildings, or

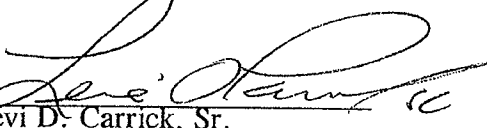
shall prevent the mortgagee or other lender from foreclosing or instituting other appropriate proceedings under law in the event of default of any mortgage or other loan agreement by the Lessee. Lessee may not execute a mortgage, declaration of trust or other security instrument pledging its interest in this Lease or any improvements on the premises without the prior consent of Lessor and the approval of the Secretary.

11. **OPTIONS.** In the event of default by the Lessee on any mortgage or other loan agreement for which this Lease or any improvements on the premises are pledged as security, Lessor shall have the right of first refusal to acquire the Lessee's interest in the premises (subject to all valid liens and encumbrances) upon (a) payment of all sums then in arrears, and (b) either payment of the balance of the loan or assumption of the mortgage. Said right of first refusal may be exercised at any time within thirty (30) days after notice in writing from the lender of Lessee's default, which notice shall be given before the lender invokes any other remedies provided under the mortgage or by law, and shall be exercised by notice in writing from the Lessor to the Lessee and the lender; provided, however, that the Lessee shall have fifteen (15) days from the date of the latter notice to cure the default. The estate acquired by the Lessor through the exercise of said right of first refusal shall not merge with any other estate or title held by the Bay Mills Indian Community as long as this Lease and/or any improvements on the premises, or any interest therein, are mortgaged or otherwise pledged as security for any loan, and said estate shall remain subordinate to any valid and subsisting mortgage or other security instrument.

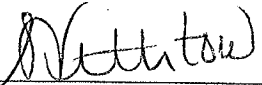
12. **EFFECTIVE DATE.** This Lease and all its terms and provisions shall be binding upon the successors, administrators and assigns of the Lessee and any successor in interest to the Lessor, and shall take effect upon approval of the Secretary of the Interior.

13. **OBLIGATIONS TO THE UNITED STATES.** It is understood and agreed that while the leased premises are in trust or restricted status, all of the Lessee's obligations under this Lease, and the obligations of its sureties, are to the United States as well as the owner of the land.

BAY MILLS INDIAN COMMUNITY

By 
Levi D. Carrick, Sr.
President
Executive Council

OJIBWE CHARTER SCHOOL (LESSEE)

By 

ATTACHMENT NO. 13 TO LEASE AGREEMENT
between
BAY MILLS INDIAN COMMUNITY
and
OJIBWE CHARTER SCHOOL

RENTAL AMOUNT FOR 2016-2017 SCHOOL YEAR

It is understood and agreed by the parties hereto that TENANT Ojibwe Charter School shall pay LESSOR Bay Mills Indian Community the sum of \$60,000.00 as rent for the leased premises for the term beginning July 1, 2016, payable in ten (10) monthly installments of \$6,000.00. The first payment is due on September 1, 2016, and future payments are thereafter due on or before the first day of each month of this Lease term.

It is further understood and agreed that the rental amount is reduced by LESSOR in consideration for the TENANT's undertaking the financial obligation to construct additional bathroom facilities and such other additional rooms as TENANT deems necessary during this Lease term; provided, that such obligation shall not be commenced until the construction plan has been reviewed and approved by the Executive Council of the Bay Mills Indian Community

BAY MILLS INDIAN COMMUNITY

By: 

Dated: 6-27-16

OJIBWE CHARTER SCHOOL

By: 

Dated: 6/28/16

TRIBAL LEASE

THIS LEASE, made and entered into between the BAY MILLS INDIAN COMMUNITY, hereinafter designated as "LESSOR", and the OJIBWE CHARTER SCHOOL, a governmental entity of the State of Michigan, located upon the Bay Mills Indian Reservation, as described in Attachment "A", hereinafter designated as "LESSEE".

WITNESSETH:

1. PREMISES. Lessor, as authorized by law and in accordance with a resolution adopted by the Bay Mills Executive Council on September 8, 2014, hereby leases to the Lessee all that parcel or tract of land situated on the Bay Mills Reservation, County of Chippewa, State of Michigan, as described in Attachment "A."

2. USE OF PREMISES. The object of this Lease is to enable the Lessee to utilize the property for its grade school, middle school and high school.

3. TERM. Lessee shall have and hold the premises for a term of three (3) years, beginning on May 31, 2013. This Lease shall not be subject to any forfeiture or reversion and shall not be otherwise terminable, if such event would adversely affect any interest in the premises, including improvements thereon, acquired in accordance with the provisions hereof by the holder of any mortgage or other lien, or of any purchaser at a foreclosure sale under such mortgage (or lien) or under any conveyance given in lieu of foreclosure, or any holder subsequent to such purchase.

This term may be renewed by mutual agreement of the parties for an additional term of two (2) years, which is memorialized by a written request by the Lessee to extend the term and is approved by the Lessor acting through the Executive Council.

4. RENT. The use of tribal land for the operation of a grade school, middle school and high school, is a governmental purpose of the Bay Mills Indian Community, and is specifically recognized as such in Section 5 of the Tribe's Lease Ordinance. Pursuant to said section, consideration for this Lease is fixed at One Dollar (\$1.00), payment of which is to be made directly to the Lessor and receipt of which is hereby acknowledged by Lessor's execution of this Lease.

5. IMPROVEMENTS. All buildings or other improvements now existing or hereafter constructed on the premises shall be the leasehold property of the Lessee during the term of this Lease, including any extension or renewal thereof. Upon termination of this Lease, ownership of any and all improvements shall revert to the Lessor, unless otherwise agreed by a separate agreement of the parties hereto.

6. USE RIGHTS. Upon expiration of this Lease, or upon its termination in accordance with the terms hereof, unless such termination is due to default upon the part of Lessee, Lessee or any successors in interest shall, upon demand, surrender to Lessor complete and peaceable possession of the premises and all improvements thereon, which shall be the property of the Bay Mills Indian Community.

TRIBAL LEASE TO OJIBWE CHARTER SCHOOL

7. FEDERAL SUPERVISION.

(a) Nothing contained in the Lease shall operate to delay or prevent a termination of Federal responsibilities with respect to the premises by issuance of a fee patent, the lifting of restrictions on alienation, or otherwise during the term of the Lease; such termination, however, shall not serve to abrogate the lease.

(b) No member of Congress nor any delegate thereto or any Resident Commissioner shall be admitted to any part of this Lease or to any benefit that may arise therefrom.

(c) The Lessee agrees not to use or cause to be used any part of said premises for any unlawful conduct or purpose.

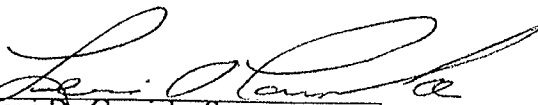
8. QUIET ENJOYMENT. Lessor agrees to defend the title to the premises and also agrees that Lessee and any successors in interest shall peaceably and quietly hold, enjoy and occupy the premises for the duration of this Lease without any hindrance interruption, ejection or molestation by Lessor or by any other person or persons whomsoever.

9. ASSIGNMENT. Except as otherwise provided herein, Lessee shall not assign this Lease without the prior written consent of the Lessor.

10. EFFECTIVE DATE. This Lease and all its terms and provisions shall be binding upon the successors, administrators and assigns of the Lessee and any successor in interest to the Lessor, and shall take effect upon execution by both parties of this document.

11. OBLIGATIONS TO THE UNITED STATES. It is understood and agreed that while the leased premises are in trust or restricted status, all of the Lessee's obligations under this Lease, and the obligations of its sureties, are to the United States as well as the owner of the land.

BAY MILLS INDIAN COMMUNITY

By 
Levi D. Carrick, Sr.
President
Executive Council

OJIBWE CHARTER SCHOOL (LESSEE)

By 

NORTHWOODS, INC.

SURVEYORS - ENGINEERS

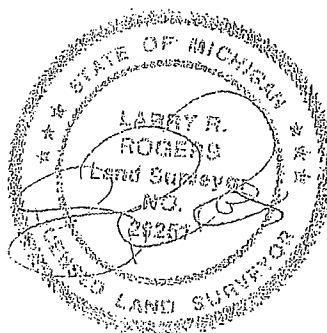
816 ASHMUN STREET, SUITE 1
P.O. BOX 758
SAULT STE. MARIE, MICHIGAN 49783
PHONE 906-632-1500
FAX 906-632-3220

LEGAL DESCRIPTION TEMPORARY CHARTER SCHOOL SITE

A parcel of land located in Fractional Section 19, Town 47 North, Range 2 West, Bay Mills Indian Community, Chippewa County, Michigan Meridian, Michigan, more particularly described as commencing at the Meander Corner between Sections 19 and 30, Town 47 North, Range 2 West, as presently monumented with a B.L.M. stamped brass tablet in concrete; thence N89°58' 06"W along the South line of said Section 19 a distance of 865.71 feet to the Southwesterly right-of-way line of Lakeshore Drive; thence Northwesterly along said right-of-way line a distance of 332.61 feet along the arc of a curve concave to the Southwest, said curve has a radius of 327.00 feet, a delta angle of 58°16' 47" and a long chord which bears N15°48' 07"W a distance of 318.46 feet; thence N44°56' 31"W along said right-of-way line a distance of 457.92 feet; thence Northwesterly along said right-of-way line a distance of 486.00 feet along the arc of a curve concave to the Northeast, said curve has a radius of 4533.00 feet, a delta angle of 06°08' 34", and a long chord which bears N41°52' 14"W a distance of 485.77 feet; thence N38°47' 57"W along said right-of-way line a distance of 280.00 feet; thence S51°12'03"W a distance of 115.00 feet; thence S64°46'17"W a distance of 149.16 feet to the POINT OF BEGINNING:

thence S51°12'03"W a distance of 370.00 feet;
thence N38°47'57"W a distance of 464.43 feet;
thence N57°17'00"E a distance of 372.09 feet;
thence S38°47'57"E a distance of 425.00 feet to the POINT OF BEGINNING.

Containing 3.777 acres, more or less. Subject to all easements, conditions, reservations, exceptions and restrictions contained in prior conveyances of record.



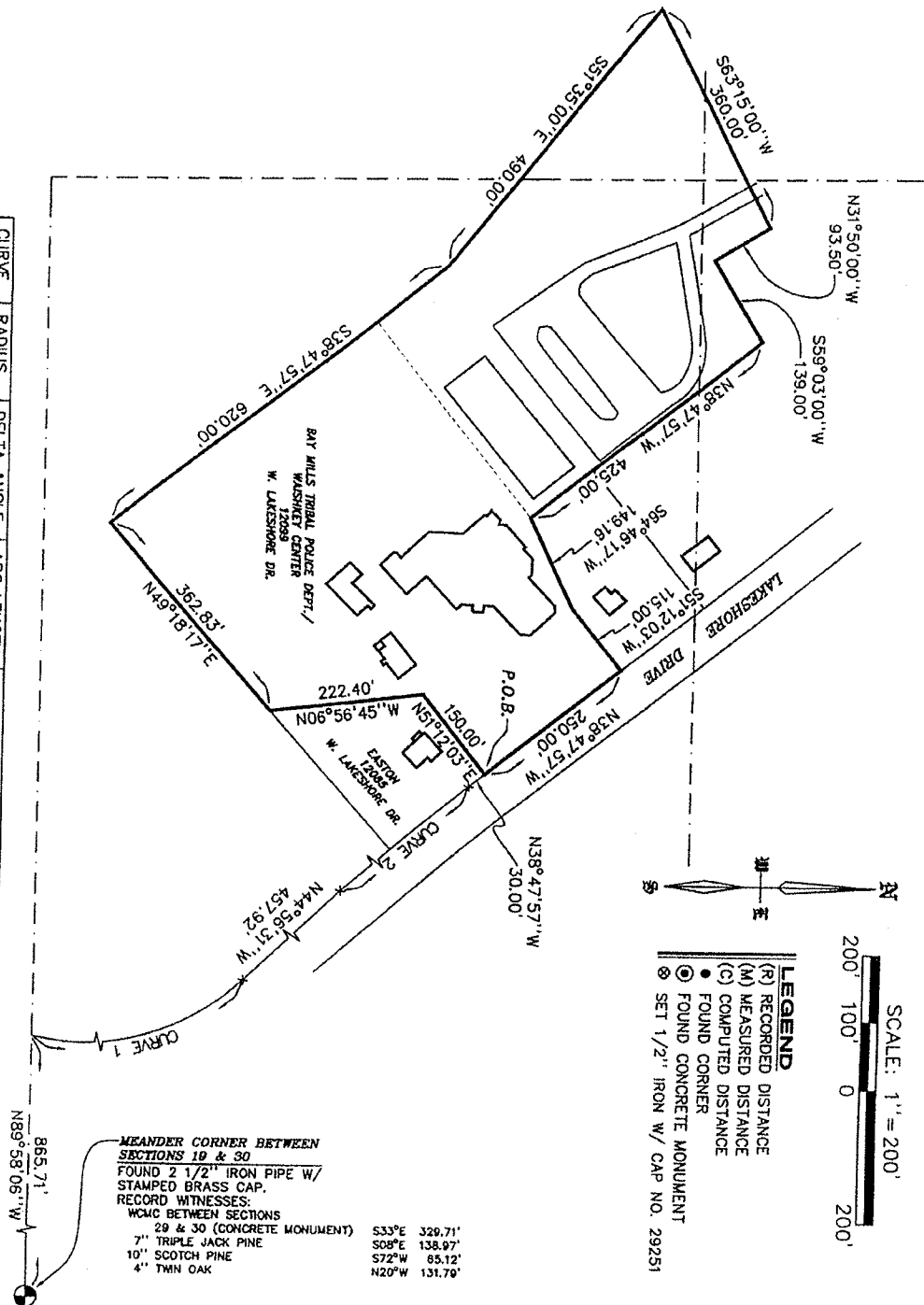
1572-38
May 8, 2003

Professional Surveying, Engineering, & Mapping Services

CERTIFICATE OF SURVEY

PART OF THE FRACTIONAL SECTION 19, TOWNSHIP 47 NORTH,
RANGE 2 WEST, BAY MILLS INDIAN COMMUNITY, MICHIGAN
MERIDIAN, CHIPPEWA COUNTY, MICHIGAN.

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	327.00'	58°16'47"	332.62'	N13°48'07"W	318.46'
C2	4533.22'	06°08'33"	486.00'	N41°52'14"W	485.77'



LARRY R. ROGERS, L.S. 29251

SURVEY FOR:
BAY MILLS INDIAN
COMMUNITY

DATE: 01 OCT 2007

NORTHWOODS LAND SURVEYING
SURVEYORS
816 ASHUM STREET
SAULT STE. MARIE, MICHIGAN 49783
(906) 632-1500 FAX (906) 632-3220

SCALE: 1" = 200'

DRAWN	NPG	SHEET 1 OF 2
COMPUTED	LRR	JOB 5919-00

CERTIFICATE OF SURVEY

LEGAL DESCRIPTION WAISHKEY CENTER

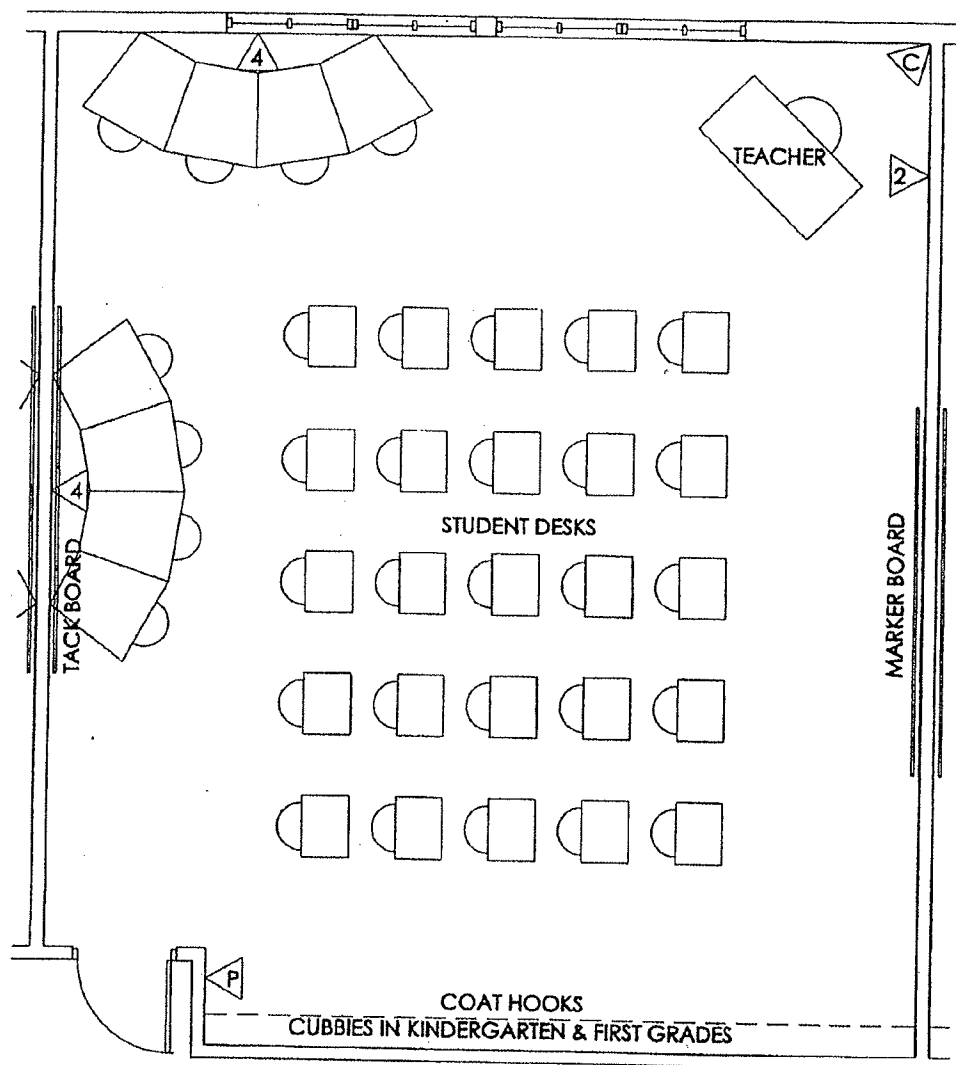
A parcel of land located in fractional Section 19, Township 47 North, Range 2 West, Bay Mills Indian Community, Michigan Meridian, Chippewa County, Michigan, more particularly described as commencing at the Meander Corner between Section 19 and 30, Township 47 North, Range 2 West, as presently monumented with B.L.M. stamped brass tablet in concrete; thence N89°58'06"W along the South line of said Section 19 a distance of 865.71 feet to the Southwesterly right-of-way line of Lakeshore Drive; thence Northwesterly along said right-of-way line a distance of 332.61 feet along the arc of a curve concave to the Southwest, said curve has a radius of 327.00 feet, a delta angle of 58°16'47" and a long chord which bears N15°48'07"W a distance of 318.46 feet; thence N44°56'31"W along said right-of-way line a distance of 457.92 feet; thence Northwesterly along said right-of-way line a distance of 486.00 feet along the arc of a curve concave to the Northeast, said curve has a radius of 4533.00 feet, a delta angle of 06°08'33" and a long chord which bears N41°52'14"W a distance of 485.77 feet; thence N38°47'57"W along said right-of-way line a distance of 30.00 feet to the POINT OF BEGINNING;

thence continuing N38°47'57"W along said right-of-way line a distance of 250.00 feet;
thence S51°12'03"W a distance of 115.00 feet;
thence S64°46'17"W a distance of 149.16 feet;
thence N38°47'57"W a distance of 425.00 feet;
thence S59°03'00"W a distance of 139.00 feet;
thence N31°50'00"W a distance of 93.50 feet;
thence S63°15'00"W a distance of 360.00 feet;
thence S51°35'00"E a distance of 490.00 feet;
thence S38°47'57"E a distance of 620.00 feet;
thence N49°18'17"E a distance of 362.83 feet;
thence N06°56'45"W a distance of 222.40 feet;
thence N51°12'03"E a distance of 150.00 feet to the POINT OF BEGINNING.





Containing 10.81 acres, more or less. Subject to all easements, conditions, reservations, exceptions and restrictions contained in prior conveyances of record.

c:\larry\legal\5919-00 waishkey.doc

SURVEY FOR	<u>NORTHWOODS LAND SURVEYING</u> SURVEYORS - ENGINEERS	
BMIC	816 Ashmun Street P.O. Box 758 Sault Ste Marie, Michigan 49783 (906) 632-1500 FAX (906) 632-3220 www.nwls.net	SHEET 2 OF 2
DATE September 21, 2007		JOB 5919-00



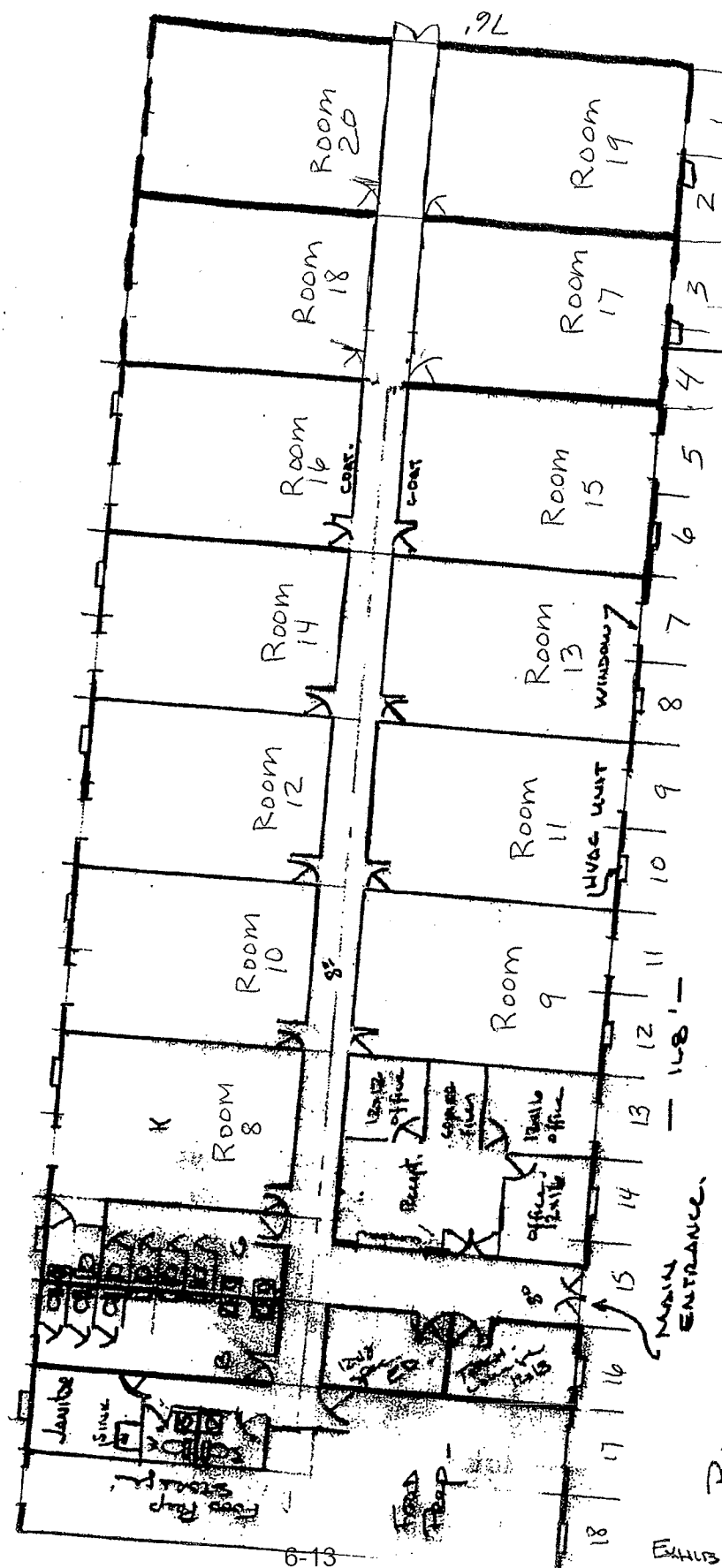
LEGEND:

-  CAMERA MOUNTED ON CEILING FOR CCTV SYSTEM GETS ONE CAT 5E CABLE IN CEILING
-  DATA DROP LOCATION WITH TWO (2) DATA DROPS
-  DATA DROP LOCATIONS WITH FOUR (4) DATA DROPS
-  TELEPHONE LOCATION TO BE MOUNTED ON WALL

ALL WIRING TO RUN TO CENTRAL DATA CLOSET AND TERMINATE ACCORDING TO WIRING SPEC.

TYPICAL CLASSROOM LAYOUT
SCALE: 3/16" = 1'-0"

EXHIBIT A.



18 UNITS
UNIT SIZES
12x76

RAYMOND CHARTER
MICHIGAN
CASTROCK INC.
1-14-03.

EXHIBIT 3

FLOOR PLAN

At present we are proposing one 14-unit school complex. This building will be adjacent to the Boy & Girl's club. The composition of the units shall be as follows:

- 8 Standard classrooms approx. 24' x 35'
- 1 Kindergarten classrooms w/ bathroom attached approx. 24' x 35'
- 1 Teacher's lounge approx. 12' x 18'
- 1 Special education classrooms approx. 12' x 18'
- 2 Handicap hall accessible bathrooms.
- 1 Janitors closet approx. 12' x 18'
- 1 Handicap accessible bathrooms for classroom use. 1 boys / 1 girls.
- 1 Warming kitchen approx. 24' x 35'
- 1 Storage area approx. 12' x 35'
- 2 Administrative office area containing 4 private offices, reception area and secretarial area.

As a general note all hallways will be 8 feet wide, all doors shall be ADA compliant, the building shall be equipped with a fire alarm and burglar alarm. The main entryway of the complex is located at the left front of the structure. The classrooms shall follow the standard set by Mosaka and enclosed with this proposal with the exception of a window configuration conflict. In this case the classroom shall contained the same amount of voice and data port along with corkboards, marker boards and coat hooks reconfigured to fit.

See EXHIBIT A for a standard classroom layout.

A sketch of the proposed classroom floor plans is attached as EXHIBIT B.

LEASE

This project is developed with a 24-month lease and an option of a third year, if necessary. The complex is approx.

CERTIFICATE OF USE AND OCCUPANCY

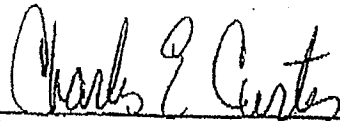
PERMANENT

Michigan Department of Labor & Economic Growth
Bureau of Construction Codes & Fire Safety/Building Division
P. O. Box 30254
Lansing, MI 48909
(517) 241-9317

Permit No. LB018134
Bay Mills Indian Community
11507 W. Industrial Drive
Bay Mills Twp., Michigan
Chippewa County

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

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND IN ACCORDANCE WITH SECTION 110.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.



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

January 13, 2004

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

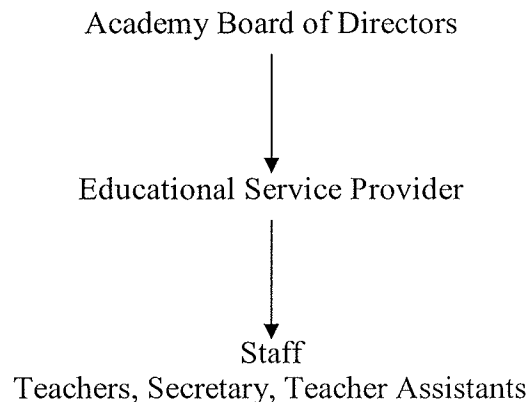
The College Board shall appoint the Board of Directors of the Academy ("Academy Board"). The Academy Board has all the powers and duties permitted by law to manage the business, property and affairs of the Academy. The Academy Board is responsible for assuring that the Academy operates according to the 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 five (5) members. Nominations and appointments of subsequent members shall be made in accordance with this Contract. Vacancies in office shall be determined and filled pursuant to the provisions set forth in the Bylaws. The current Academy Board Members are as follows:

President Ann Cameron
12225 W. Tower Road
Brimley, MI 49715

Vice President Betty Jahnke
2988 S. Red Pine Lane
Brimley, MI 49715

Treasurer Norman Ball, Jr.
7306 S. Forrest Side Road
Brimley, MI 49715

Secretary Brenda Bjork
12207 W. Tower Road
Brimley, MI 49715

Trustee Aaron Tadgerson
9827 W. State Road
Brimley, MI 49715

Tab B

SECTION B
EDUCATIONAL GOALS

EDUCATIONAL GOALS AND RELATED MEASURES

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Section 6.2, the Academy shall achieve or demonstrate measurable progress toward the achievement of the educational goal identified in this schedule. Upon request, the Academy shall provide Bay Mills Community College with a written report, along with supporting data, assessing the Academy's progress toward achieving this goal.

Educational Goal to Be Achieved

Prepare students academically for success in college, work and life. During the Contract term, the Academy shall not fall within the lowest 20% of the low performing schools identified by the Michigan Department of Education.

Measures for Determining Goal Achievement

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

Measure 1: Student Achievement

Each student will demonstrate a minimum of one year's academic growth as measured by one of two nationally norm referenced tests, either Scantron's Performance Series or NWEA's Measure of Academic Performance.

Measure 2: Student Growth

The academic growth of all students at the Academy will be assessed using the following metrics and growth targets:

Grade(s)	Metric	Growth Targets
Grades 2-8	Growth made by students from fall-to-spring in reading and math as measured by scaled scores on the Performance Series by Scantron /NWEA MAP.	Students' fall-to-spring academic growth on average will demonstrate measurable progress toward the grade-level achievement targets for reading and math identified in the schedule.
Grade 8-11	Growth made by students in reading, math, science, and English as measured by subject scores on the required standardized tests.	Students' academic growth between tests on average will demonstrate measurable progress toward the achievement targets for the grade-level subject scores in reading, math, science, and English identified in the schedule.

Tab C

SECTION C
EDUCATIONAL PROGRAMS

Educational Program

Language Arts

K-5: Open Court Reading® is an elementary basal reading program for grades K-6 developed by SRA/McGraw-Hill. The program is designed to systematically teach decoding, comprehension, inquiry and investigation, and writing in a logical progression. Part 1 of each unit, Preparing to Read, focuses on phonemic awareness, sounds and letters, phonics, fluency, and word knowledge. Part 2: Reading and Responding, emphasizes reading for understanding with literature, comprehension, inquiry, and practical reading applications. Part 3: Language Arts, focuses on communication skills such as spelling and vocabulary; writing process strategies; English language conventions such as grammar, speaking, and penmanship, and basic computer skills.

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

Writing: Students will write for a variety of purposes and projects. Some are daily assignments such as in journals; some are short-term assignments involving very few drafts such as letter writing and project proposals. Still other writing assignments will be longer term and will be assignments based on a theme. Each type of writing is distinct from the others and involves discrete sub-skills in reading, writing, thinking, and listening.

Long term thematic writing assignments will be either narrative or expository in nature. Expository research assignments usually focus on a body of knowledge in one of the subject matters areas such as literature, social studies, science, mathematics, etc. Narrative material will be organized around models of literacy genre such as fables, folk tales, historical fiction, modern fiction, science fiction, poetry, fantasy, adventure, and mystery. Students will use elements of style unique to each genre as models for their own writing.

The 6 plus 1 writing traits program is used and teachers have been trained in it.

REWARDS

REWARDS (Reading Excellence: Word Attack and Rate Development Strategies), is a research-based program meeting four of the five essential components of reading (phonemic awareness, vocabulary, fluency, & comprehension). This is a short-term reading intervention program designed for grades 3 – 12. The program is administered to the whole class and consists of 30 lessons. The program gives students strategies to decode multi-syllabic words in order to build reading fluency and accuracy.

Based off past reading data, our goal with REWARDS is to give students a supplemental program to help increase their fluency and accuracy while building comprehension skills. This helps provide students with skills they will need upon entering an institution of higher education and the work force.

Fountes & Pinnell Leveled Literacy Intervention

The *Fountas & Pinnell Leveled Literacy Intervention* is a powerful, short-term intervention, that provides daily, intensive, small-group instruction, which supplements classroom literacy teaching. *LLI* turns struggling readers into successful readers with engaging leveled books and fast-paced, systematically designed lessons.

The *Fountas & Pinnell Leveled Literacy Intervention System (LLI)* is an intensive, small-group, supplementary literacy intervention for students who find reading and writing difficult. The goal of *LLI* is to lift the literacy achievement of students who are not achieving grade-level expectations in reading. The *LLI* systems are designed to:

- Advance the literacy learning of students not meeting grade-level expectations in reading
- Deepen and expand comprehension with close reading
- Elevate the expertise of teachers
- Increase reading volume by engaging students in large amounts of successful daily reading
- Increase student engagement with books that build knowledge
- Intervene with small groups of struggling readers to maximize growth
- Meet the needs of struggling readers
- Monitor student progress.

6-12: *Prentice Hall Literature* is organized around Big and Essential Questions based on the Understanding by Design model by Grant Wiggins. Students frequently revisit these questions throughout lesson activities to deepen their understanding of universal themes. The Understanding by Design model helps teachers deliver focused instruction by teaching skills in context rather than in isolation.

Prentice Hall Literature includes explicit instruction of reading skills and strategies. Students read classic and contemporary literature and apply reading skills as they read. The American Experience and British Tradition focus specifically on comparing literary works. Lesson activities include instruction and practice of reading and literary analysis skills.

All grade levels read informational texts. These lesson activities have students transfer their reading skills to a variety of nonfiction texts. Students engage in a variety of vocabulary-building activities throughout each unit. Introduce students to the Big Question Vocabulary during the unit introduction for Grades 6–10. This list includes high-utility academic vocabulary words.

Prentice Hall Literature incorporates opportunities in every unit for both process writing and writing for assessment. Students complete prewriting activities during the Work in Progress feature that appears with every pair of leveled selections. The Writing Workshop guides students to develop their ideas into full-length compositions and uses both mentor texts and student writing samples to deepen their understanding of writing forms and elements.

The Prentice Hall Literature program embeds frequent progress monitoring opportunities to help teachers evaluate students' mastery of skills and concepts.

At the beginning of the school year for Grades 6–10, use the Diagnostic Test to help determine entry-level reading ability. For all grade levels, frequent reading checks and suggestions for monitoring progress appear in the Teacher's Edition.

After reading selections, use the Open Book Tests and leveled Selection Tests to assess comprehension and mastery of the literary, reading, and vocabulary skills.

Use the Benchmark Tests to monitor progress at even intervals and assess students' mastery of core skills and standards.

Test Practice offers students practice in applying core unit skills under test-taking conditions.

This prepares students for questions and formats they will encounter on the PSATs (Preliminary Scholastic Achievement Test), SATs (Scholastic Achievement Test), and the ACTs.

Mathematics

K-6: My Math McGraw-Hill My Math provides the rigor, personalization, and student engagement your students need to be successful with the Common Core State Standards. This reimagined approach to elementary math is fully aligned with the Common Core State Standards and Mathematical Practices, allowing you to focus on inspiring a love of learning.

McGraw-Hill My Math can also be used with the data-driven artificial intelligence of ALEKS® to adapt the curriculum and create powerful remediation strategies for students.

Built around Common Core State Standards of Mathematics (CCSSM) and the Standards for Mathematical Practices, McGraw-Hill My Math engages students with the Focus, Coherence and Rigor required by CCSSM.

7-12: Glencoe-Glencoe mathematics for Algebra I, Algebra II and Geometry is a comprehensive, research based program that not only teaches essential skills, but also fosters a natural fluency in math. All of our math materials are aligned with the Grade Level Content Expectations for grades K-8, High School Content Expectations for grades 9-12 as well as the National Standards.

Science

The school's science program will engage students in scientific inquiry by tapping into their sense of wonder about the world around them. Students will wonder, then plan how they will find the answers to their questions. This will lead to conducting investigations, which may take form as activities, research, reading or interviews with experts. Students will then reflect on what they have learned through their investigations and share the outcomes of their discoveries. The school's science program is aligned with state and national standards.

K-6: Harcourt science textbooks have provided innovative and effective education solutions that meet the needs of each individual learner in elementary, middle school and high school for 70 years. All Harcourt science books are designed to engage, motivate and accelerate students to a higher level of learning while also preparing them to excel on standardized tests.

The primary focus of these Harcourt science books is to provide innovative skill building exercises designed to help educators engage and inspire students from kindergarten to 12th grade. Working in collaboration with educators, Harcourt reaches beyond the scope of textbooks to help teachers, guidance counselors, and school administrators ensure that every student reaches their full potential.

HS Earth Science: Glencoe earth science, chemistry, biology and physics. The mission of the glencoe science is to give secondary teachers practical strategies and materials that encourage and inspire excellence and innovation in teaching. To accomplish this, we:

1. Create an online warehouse of free tips, tools, and resources that are easy-to-use and pedagogically sound.
2. Facilitate an online community where teachers can find, communicate, and share ideas about teaching.
3. Provide in-depth articles for teachers to read more about the issues that concern them.

Ojibwe Language

The school will treat the world language as an integral part of the core curriculum, providing all instruction in the target language to simulate and environment of immersion. World language instruction will start in kindergarten and build toward proficiency with each successive grade level. We will provide instruction in Ojibwe language. Communication will be lively and animated with vocabulary content tied thematically to the integrated curriculum. Multimedia resources in the target language will convey to students the cultural experiences of their peers in Ojibwe language courses. The school will cultivate the natural facility of younger students for world language acquisition by beginning at an early age with a high quality program. Students will learn the basic distinctions between alphabets, numbers and sounds of various languages.

Description: A challenging contemporary Ojibwe language and communications class, based upon the World Languages standards and benchmarks of the State of Michigan.

Goal Statement: Development toward proficiency in Ojibwe language.

Course Objectives:

- To develop meaningful spoken Ojibwe language communication.
- Establish the fundamental link between the Ojibwe language and culture.
- Provide opportunities to learn and use the Ojibwe language within authentic context.

Reading Recovery

Reading Recovery is a research based, short-term intervention program promoted by What Works Clearinghouse. It is a program designed specifically for First grade students. This program is a tier 3 when discussing interventions for a student. The lowest achieving students (bottom 20% of class) spend 12 – 20 weeks in the program where they receive intensive one on one instruction for a 30 minute pull out session every day. The goal of Reading Recovery is to help a student make fast gains in their reading and writing skills so that they are reading at or above the average of their class. Students make faster gains and retain their skills more in a one on one situation. Therefore, over the course of a school year, more students can be reached than in a small group situation.

There are two positive outcomes to Reading Recovery. First, the student meets his or her goal and returns to class with the skills needed to keep making gains independently. Second, if the student does not reach his or her goal, the data can be used to recommend the student for further intervention or testing. Based off past reading data, Ojibwe Charter School is participating in Reading Recovery to help improve the reading and writing skills of our students and ensure that our students can continue to make progress as they further their education.

Technology

Students in grades K – 6 participate in technology classes. The goal of their classes is to provide them with basic technology skills needed in the 21st century. They are also learning how to use various software programs in conjunction with each other to create dynamic projects integrating their other subject areas. All skills taught to the students follow the International Society for Technology in Education (ISTE) guidelines. Some of these skills are:

- Computer parts and their functions (How a computer works)
- Proper technology vocabulary
- Keyboarding skills
- Technology ethics
- Real-World Solutions/Problem Solving
- Internet Research

Social Studies

Social studies represent the integrated study of the social sciences and humanities to promote civic competence and intellectual capital. Social sciences constitute the organizing, chronological core of the social studies curriculum.

K-6: Scott Foresman-Today, it's more important than ever that we show our students what it means to be citizens of this nation - that respect, caring, responsibility, fairness, courage, and honesty are the pillars that make us strong. Scott Foresman Social Studies helps make a difference. With rich content that captures students' imaginations and built-in reading and vocabulary instruction, not only be learning, they are preparing for success on high-stakes state and national tests. Plus, exciting lessons from Colonial Williamsburg, the nation's largest living history museum, give students unique opportunities to connect with the past.

7-12: Houghton Mifflin-Student Editions are hardcover books that provide the content, skills, and features for each grade level. Students are provided with a "how to use your textbook" section in the front of the book, illustrating features and tools to make navigating the text easy. In the back of the book, students will find an atlas, a glossary, documents, and other grade-level-specific resources.

Teacher Editions are comprehensive, four-color guides that help teachers easily implement Harcourt Social Studies. They include reduced Student Edition pages and planning information, along with tabbed sections in the back, containing School-to-Home Newsletters and the Teacher Edition Index. All social studies textbooks are aligned with Michigan Grade Level Content Expectations and High School Content Expectations as well as National Standards.

EUP World Languages Curriculum Unit Plan

Unit: Geography

Overarching Question:

Why should I understand the geography of target language region?

Is About:

- Identifying where target language is spoken
- Recognizing major landforms of target language region(s)
- Describing the spread of target language
- Locating on a map where target language is spoken

Questions to Focus Assessment and Instruction:

1. Why study about the target language?
2. Where is the target language spoken?
3. Why is understanding geography of the target language important?
4. How has the target language evolved (geographically)?

Types of Thinking/Intellectual Processes:

- Describe
- Identify
- Locate
- Recognize

Unit Abstract:

This unit develops the student's understanding of where the target language is spoken. They will learn to identify specific regions of the target language along with significant landforms. Students will be able to locate the specific regions on a map. Students will also learn the evolution of target language (geographically).

Content Expectations/Learning Targets:

Students can:

Identify country, their capital, and major cities in which the language is spoken (2.2.N.G.a).

Identify major geographic features rivers, mountains, deserts, forests of a country in which the language is spoken (2.2.N.G.b).

Identify the neighboring countries and geographic features surrounding a country in which the language is spoken (2.2.N.G.c).

Key Concepts:

Specific to target language

Teacher/Instruction Resources if applicable:

Specific to target language

Performance Assessments:

For Example: Novice Mid

- I can identify countries, capitals, and major cities where the target language is spoken.
- I can identify major landforms where the target language is spoken.
- I can demonstrate the geographical evolution of the target language.

For Example: Novice High

- I can present basic information about my community, town/city, state, or country.
- I can name the main cities on map.
- I can write simple statements about where I live.
- I can answer questions about where I'm going or where I went.
- I can list the main cities of a specific country.

Geography Assessment Components

SPEAKING COMPONENT: (1.1.N.SL.g), (2.1.N.H.e)

Explain how the language expanded throughout the world.

WRITING COMPONENT: (2.2.N.G.a), (2.2.N.G.b) , (2.2.N.G.c)

Label regions or landforms on a map.

LISTENING COMPONENT: (1.1.N.SL.h)

Respond to questions based on information about landforms.

READING COMPONENT: (2.2.N.G.b)

Read a map and identify major geographical features of a country.

Strand 4: Comparisons: On-going comparisons of language and culture (Standards 4.1, 4.2) are addressed and assessed throughout the curriculum

Strand 5: Communities: On-going use of language in and out of school, and for enjoyment (Standards 5.1, 5.2) are addressed and assessed throughout the curriculum

EUPISD – World Languages Curriculum Unit Plan
Unit: Calendar, Weather, and Time

Overarching Question:

How do we recognize time, days, months, years, seasons, and the weather of the target region(s)?

Is About:

- Identifying how weather, dates, and time are expressed
- Recognizing the weather and seasons for the various target regions
- Expressing and asking about days of the week and months of the year
- Recognizing the major holidays of target culture holidays and express their dates
- Describing the weather during various seasons

Questions to Focus Assessment and Instruction:

1. How is time expressed?
2. What is the weather like throughout the year during different seasons?
3. How does the concept of time compare to time expressed in English?
4. What are the significant dates on the calendar (i.e. holidays, festivals, etc.)?

Types of Thinking/Intellectual Processes:

- Describe
- Identify
- Compare

Unit Abstract:

This unit develops the students' understanding of telling time and the concept of time. They will learn the basic elements of the calendar, including significant dates, and how time is expressed for the target region where the language is spoken. Students will also learn to identify the basic weather for the target region during specific seasons.

Content Expectations/Learning Targets:

Students can:

Ask and answer basic questions about the weather, health/physical conditions, self, family and friends (1.1.N.SL.b)

Request, offer, invite, and reply appropriately using memorized phrases
(1.1.N.SL.d)

Exchange information in the target language on familiar topics such as personal interests, memorable experiences, school activities, and family life (1.1.N.SL.h)

Ask for and obtain information in everyday situations in target language about time, place, price, size, relating to restaurants, stores, transportation, and services (1.1.N.SL.i)

Exchange information by asking and answering basic questions in writing about the weather, health/physical conditions, self, family, and friends (1.1.N.RW.b)

Request, offer, invite, and reply appropriately in writing using memorized phrases
(1.1.N.RW.d)

Inquire in writing to obtain information in the target language about time, place, price, and size relating to restaurants, stores, transportation, and services
(1.1.N.RW.i)

Record materials in the target language, such as a puppet show, fashion show, or weather report (1.3.N.S.c)

Describe the climate and typical seasonal weather patterns in various parts of a country in which the language is spoken (2.2.N.G.d)

Key Concepts:

Specific to target language

Teacher/Instruction Resources if applicable:

Specific to target language

Performance Assessments:

For Example: Novice High

- I can ask and answer questions about time, the calendar (days of the week, months, etc...), and the weather
- I can identify the seasons for the region and describe the weather during the seasons.

For Example: Novice Mid

- I can understand days of the week and the hour.
- I can recognize when I hear the date.
- I can recognize some common weather expressions.

Calendar, Time & Weather

SPEAKING COMPONENT: (1.1.N.SL.b), (1.1.N.SL.d)

Ask and answer questions about the calendar, time, and weather using memorized phrases.

WRITING COMPONENT: (1.3.N.S.c), (1.1.N.RW.b), (1.1.N.RW.i), (1.1.N.RW.d), (2.2.N.G.d)

Produce a written weather report.

Answer basic questions about the weather in writing.

Inquire in writing to obtain information about time.

LISTENING COMPONENT: (1.1.N.SL.h), (1.1.N.SL.i)

Respond to questions about the calendar, time, and weather using memorized phrases.

READING COMPONENT: (1.1.N.RW.b)

Read a written weather report, describing the climate and/or typical seasonal weather patterns.

Strand 4: Comparisons: On-going comparisons of language and culture

Comparing languages and cultures standards (4.1, 4.2) are addressed and assessed throughout the curriculum

Strand 5: Communities: On-going use of language in and out of school

Language use in and out of school, and for enjoyment standards (5.1, 5.2) are addressed and assessed throughout the curriculum

EUPISD – World Languages Curriculum Unit Plan

Unit: Greetings and Introductions

Overarching Question:

How do I introduce myself to new people?

Is About:

- Greeting and taking leave using appropriate honorifics
- Exchanging personal info (age, name, nationality, etc.)

- Communicating using common courtesies, polite interruptions, etc.
- Recognize and be using physical interactions (shaking hands, etc.)

Questions to Focus Assessment and Instruction:

1. How do I politely introduce myself and greet others?
2. How do I find out about others? (e.g., nationality, language, age, birthday)?

Types of Thinking/Intellectual Processes:

- Recognize
- State
- Use
- Interpret
- Distinguish
- Describe

Unit Abstract:

In this unit of study students are learning how to communicate effectively. Understand as well as interpret meaning from information exchanged in conversation as they learn to meet, greet, say good bye, and indicate their nationality and age. In addition, students become aware of the social gestures associated with greetings and the appropriate use of titles for introductions, etc.

Content Expectations/Learning Targets:

Students can:

Use the target language with culturally appropriate gestures in everyday social situations such as greeting, leave taking or introductions. (1.1.N.SL.a)

Recognize and use appropriate register/honorifics in a limited number of simple social situations such as greetings, leave-takings and introductions. (1.1.N.SL.c)

Use the target language in email messages, text messages, blogs, webpages, letters, and notes to greet, take leave, or to make introductions. (1.1.N.RW.a)

Recognize and use appropriate register/honorifics in limited, simple social correspondence. (1.1.N.RW.c)

Key Concepts:

Specific to Target Language

Teacher/Instruction Resources if applicable:

Specific to Target Language

Performance Assessments:

For example: Novice High

- I can politely introduce myself and others.
- I can exchange personal information such as name, age, nationality, etc.
- I can use common courtesies, polite interruptions, etc.
- I can recognize and be able to use physical interactions (shaking hands etc.)

For Example: Novice Mid

- I can say hello and goodbye to someone my age or younger
- I can introduce myself and provide basic personal information
- I can respond to an introduction

GREETINGS and INTRODUCTIONS

SPEAKING COMPONENT: (1.1.N.SL.a), (1.1.N.SL.c)

Introduce yourself to another student using appropriate registers/honorifics.

Use appropriate leave-taking with others.

Write an e-mail, note, letter, or text message to a fictional student introducing yourself and use appropriate registers/honorifics.

LISTENING COMPONENT: (1.1.N.SL.a), (1.1.N.SL.c)

Write or respond to a spoken conversation about Greeting and Introductions in routine social situations.

READING COMPONENT: (1.1.N.RW.a), (1.1.N.RW.c)

Read and translate a Greeting and Introduction from a text format (email, letter, note, text message).

Strand 4: Comparisons: On-going comparisons of language and culture

Comparing languages and cultures standards (4.1, 4.2) are addressed and assessed throughout the curriculum

Strand 5: Communities: On-going use of language in and out of school and for

enjoyment standards (5.1, 5.2) are addressed and assessed throughout the curriculum

EUPISD – World Languages Curriculum Unit Plan
Unit: Describing Self and Others

Overarching Question:

How do I describe myself and others?

Is About:

- Describing self (physical appearance, character and personality traits, feelings and emotions)
- Exchanging information about family and friends
- Comparing personal information regarding nationality, age and birthday

Questions to Focus Assessment and Instruction:

1. How do I describe myself?
2. How do I express and inquire about others (e.g. nationality, language, age, birthday, feelings)?
3. How do I compare myself and others in the target culture?

Types of Thinking/Intellectual Processes:

- Compare
- Identify
- Describe

Unit Abstract:

In this unit of study, students learn how to describe themselves and respond to questions about themselves and others. They learn to give personal information, such as describing personality traits and characteristics, nationality, and language. Students also exchange information on age, birthday, feelings and emotions. They compare their family structures and customs with those of the target culture.

Content Expectations/Learning Targets:

Students can:

Ask and answer basic questions about self, family and friends (1.1.N.SL.b).

Ask and answer questions about physical appearance, character and personality traits of friends, family, and classmates (1.1.N.SL.e).

Ask questions about feelings and emotions of friends and family (1.1.N.SL.f).

Exchange information by asking and answering basic questions in writing about self, family and friends (1.1.N.RW.b).

Ask questions in writing about physical appearance, character and personality traits of friends, family, classmates, and answer in writing using a list of traits (1.1.N.RW.e).

Ask questions in writing about feelings and emotions of friends, family and classmates, and answer in writing using a list of traits (1.1.N.RW.f).

Present brief personal descriptions on familiar topics in target language such as self, friends, family, etc. (1.3.N.S.b).

Prepare illustrated stories (posters, cartoons, etc.) about activities or events in student's personal life, and share these with an audience (1.3.N.W.b).

Write brief personal descriptions on familiar topics in the target language such as self, friends, family, etc. (1.3.N.W.c).

Key Concepts:

Specific to Target Language

Teacher/Instruction Resources if applicable:

Specific to Target Language

Performance Assessments:

For example - Novice High:

- I can create an email to a penpal giving personal information such as my birthday, age, family structure, character, and personality traits.
- I can write a brief personal description of myself, friends and family.
- I can exchange basic personal information orally with a classmate.
- I can create and present a poster containing personal information.
- I can compare my character, personality traits and family structure with those of the target culture.

For example- Novice Mid:

- I can say what I look like
- I can say what I am like
- I can say what someone else looks like and is like

Describing Self and Others

SPEAKING COMPONENT: (1.1.N.SL.b), (1.1.N.SL.e), (1.1.N.SL.f), (1.3.N.S.a), (1.3.N.S.b)

Exchange basic personal information about self, friends, and family.

WRITING COMPONENT: (1.1.N.RW.b), (1.1.N.RW.e), (1.1.N.RW.f), (1.3.N.W.a), (1.3.N.W.b), (1.3.N.W.c)

Write a brief personal description of self, friends and family.

LISTENING COMPONENT: (1.1.N.SL.b), (1.1.N.SL.e), (1.1.N.SL.f), (1.2.N.L.c)

Respond to questions about self, friends, and family.

READING COMPONENT: (1.1.N.RW.b)

Read and answer questions about basic personal information concerning self, friends, and family.

EUPISD – World Languages Curriculum Unit Plan

Unit: Leisure Activities

Overarching Question:

How do I talk about leisure activities?

Is About:

- Exchanging information about sports and extracurricular activities.
- Describing pastimes and hobbies.
- Comparing one's leisure activities with that of the target culture.

Questions to Focus Assessment and Instruction:

1. How do I express what leisure activities I like (e.g. sports, pastimes and hobbies)?

2. How do I find out about other's leisure activities?
3. How do I compare my leisure activities to those of individuals in the target culture?

Types of Thinking/Intellectual Processes:

- Compare
- Describe
- Exchange

Unit Abstract:

In this unit of study, students learn how to communicate effectively about leisure activities. The students learn to describe what they enjoy, such as likes and dislikes, pastimes, hobbies, sports activities and other personal interests. They compare preferences of self and preferences of friends and of people in the target culture.

Content Expectations/Learning Targets:

Students can:

Exchange information in the target language on familiar topics such as personal interests, etc. (1.1.N.SL.h).

Share likes and dislikes in the target language with a classmate (1.1.N.SL.j).

Share opinions and preferences in the target language with their classmates (1.1.N.SL.k).

Exchange information in writing in the target language on familiar topics such as personal interests (1.1.N.RW.h).

Share likes and dislikes in the target language with a classmate in writing, using email messages, notes and letters (1.1.N.RW.j).

Share opinions and preferences in the target language with their classmates in writing using email messages, notes and letters (1.1.N.RW.k).

Understand interpersonal communication on topics of personal interest such as preferences, etc. (1.2.N.L.b).

Present brief personal descriptions on familiar topics in target language such as self, friends, etc. (1.3.N.S.b).

Prepare illustrated stories (posters, cartoons, etc.) about activities or events in student's personal life, and share these with an audience (1.3.N.W.b).

Describe typical leisure activities commonly practiced within a community or culture in which the language is spoken (2.1.N.F.d).

Key Concepts:

Specific to TL

Teacher/Instruction Resources if applicable:

Specific to TL

Performance Assessments:

For example - Novice-High:

- I can create a brief narrative about sports and leisure activities which interest me.
- I can exchange personal information about pastimes and hobbies with a classmate.
- I can create and present a poster detailing leisure activities I enjoy.
- I can compare my leisure interests with those of the target culture by means of email exchange.

For example - Novice-Mid:

- I can answer questions about what I like and dislike.
- I can say and/or list my favorite activities free-time activities and those I don't like.
- I can identify scores from sports teams because I recognize team logos.

Leisure Activities Assessment

SPEAKING COMPONENT: (1.1.N.SL.h), (1.1.N.SL.j), (1.1.N.SL.k)

Explain likes and dislikes pertaining to free time.

WRITING COMPONENT: (1.1.N.RW.b), (1.1.N.RW.h), (1.1.N.RW.j), (1.1.N.RW.k), (1.3.N.W.b), (1.3.N.W.c)

Write a letter to a friend talking about what you do in your free time.

LISTENING COMPONENT: (1.2.N.L.b), (1.2.N.L.c)

Listen to a conversation between friends describing what they do in their free time and answer questions about the conversation.

READING COMPONENT: (1.1.N.RW.b), (1.1.N.RW.h), (1.1.N.RW.j), (1.1.N.RW.k), (1.3.N.W.b), (1.3.N.W.c)

Read about extracurricular activities offered and answer questions specific to the reading.

Strand 4: Comparisons: On-going comparisons of language and culture
Comparing languages and cultures standards (4.1, 4.2) are addressed and assessed throughout the curriculum

Strand 5: Communities: On-going use of language in and out of school
Language use in and out of school, and for enjoyment standards (5.1, 5.2) are addressed and assessed throughout the curriculum.

EUPISD – World Languages Curriculum Unit Plan

Unit: Food and Restaurants

Overarching Question:

How do I communicate on the topic of food and restaurants?

Is About:

- Identifying basic foods
- Identifying meals, feasts, and places to eat
- Describing foods and mealtimes
- Expressing likes and dislikes
- Ordering a meal

Questions to Focus Assessment and Instruction:

1. What times do we eat?
2. What kind of food is there and where are places to eat?
3. What are some similarities/differences with the food you are familiar?

Types of Thinking/Intellectual Processes:

- Describe
- Identify
- Express

Unit Abstract:

In this unit students identify and describe basic foods, meals, and their likes and dislikes. Students will compare basic foods and meals with the foods and meals they are familiar with.

Content Expectations/Learning Targets:

Students can:

Exchange information in the target language on familiar topics such as personal interests, memorable experiences, school activities, and family life (1.1.N.SL.h)

Ask for and obtain information in everyday situations in target language about time, place, price, size, relating to restaurants, stores, transportation, and services (1.1.N.SL.i)

Share likes and dislikes in the target language with a classmate (1.1.N.SL.j)

Share opinions and preferences in the target language with their classmates (1.1.N.SL.k)

Inquire in writing, to obtain information in the target language about time, place, price, and size relating to restaurants, stores, transportation, and services (1.1.N.RW.i)

Share likes and dislikes in the target language with a classmate in writing, using email messages, notes, and letters (1.1.N.RW.j)

Illustrate and present materials in the target language such as an advertisement, poster, or menu (1.3.N.W.a)

Describe daily routines within a community or culture in which the language is spoken (concept of time, typical activities appropriate to various periods during the day) (2.1.N.F.b)

Identify products that were native to a community, region, or country in which the language is spoken (2.2.N.F.b)

Identify basic target culture products and compare them to one's own (4.2.N.b)

Key Concepts:

Specific to Target Language

Teacher/Instruction Resources if applicable:

Specific to Target Language

Performance Assessments:

For Example - Novice-High:

- I can identify basic places meals are eaten.
- I can explain what foods I like and dislike.
- I can demonstrate the process of ordering food.
- I can compare basic foods in the target culture with our own.

For Example - Novice-Mid:

- I can identify labeled aisles in a supermarket.
- I can choose a restaurant from an online list of local eateries
- I can write a shopping list.
- I can identify basic foods/meals/feasts of the target language.

Food and Restaurants

SPEAKING COMPONENT: (1.1.N.SL.h), (1.1.N. SL.i), (1.1.N.SL.j), (1.1.N.SL.k), (2.1.N.F.b)

Describe meal times and typical food intake.

WRITING COMPONENT: (1.1.N.RW.i), (1.1.N.RW.j), (1.3.N.W.a)

Write an e-mail to a future host family describing what foods you like and dislike.

LISTENING COMPONENT: (1.1.N.SL.h), (1.1.N. SL.i), (1.1.N.SL.j), (1.1.N.SL.k)

Write or respond to a spoken conversation about ordering and paying for food at a restaurant.

READING COMPONENT: (1.1.N.RW.i), (1.1.N.RW.j), (1.3.N.W.a)

Read, translate, and respond to questions based on cultural preparation of a specific food or dish.

Strand 4: Comparisons: On-going comparisons of language and culture

Comparing languages and cultures standards (4.1, 4.2) are addressed and assessed throughout the curriculum

Strand 5: Communities: On-going use of language in and out of school

Language use in and out of school, and for enjoyment standards (5.1, 5.2) are addressed and assessed throughout the curriculum.

EUPISD – World Languages Curriculum Unit Plan

Unit: School Life

Overarching Question:

What do we need to be successful at school?

Is About:

- Understand and follow basic classroom commands
- Identify artifacts of school life (school buildings, textbooks, school supplies)
- Ask and answer questions regarding basic school activities (visiting the restroom/drinking fountain: boarding the school bus, class schedule)

Questions to Focus Assessment and Instruction:

1. Do I understand and follow basic classroom commands?
2. What are the artifacts in my school and classroom?
3. How do I ask and answer questions regarding basic school activities that I must know every day to be successful?
4. What roles and routines must I be able to demonstrate in order to have a successful school life?

Types of Thinking/Intellectual Processes:

- Identify
- Compare
- Describe
- Listen

Unit Abstract:

The school environment includes rules and procedures, objects and activities that are unique. In this unit, students are re-taught school specific rules and routines, in addition to naming all of the objects and activities needed within a target language classroom.

Content Expectations/Learning Targets:

Students can:

Ask questions about the attributes of places and things in their immediate environment and answer using a list of traits. (1.1.N.SL.g)

Exchange information in the target language on familiar topics such as personal interests, memorable experiences, school activities, and family life. (1.1.N.SL.h)

Ask questions in writing about the attributes of places and things in their immediate environment, and answer in writing using a list of traits. (1.1.N.RW.g)

Exchange information in writing in the target language on familiar topics such as personal interests, memorable experiences, school activities, and family life. (1.1.N.RW.h)

Demonstrate understanding of oral classroom language in the target language including directions, commands and requests. (1.2.N.L.a)

Understand interpersonal communication on topics of personal interest such as preferences, family life, friends, leisure and school activities, and everyday occurrences. (1.2.N.L.b)

Demonstrate understanding of written classroom language in the target language including directions, commands and requests. (1.2.N.R.a)

Identify levels of instruction, courses, and typical daily school schedules and activities in a community or culture in which the language is spoken. (2.1.N.E.a)

Identify facilities, supplies, and materials needed for schooling and activities in a community or culture in which the language is spoken. (2.2.N.E.a)

Key Concepts:

Specific to Target Language

Teacher/Instruction Resources if applicable:

Specific to Target Language

Performance Assessments:

For Example - Novice High:

- I can ask and answer questions about my school, classroom, and schedule.
- I can read and understand a school newsletter in the target language.
- I can follow directions commanded from my teacher.
- I can identify items needed for school in the target language.

For Example - Novice Mid:

- I can say or write something about friends and classmates or co-workers
- I can list my classes and tell what time they start and end
- I can list my likes and dislikes such as favorite subjects, sports, or free-time activities
- I can recognize the names of some parts of the body in a health or fitness class
- I can identify the names of classes and instructors in a school schedule

SCHOOL LIFE

SPEAKING COMPONENT: (1.1.N.SL.h), (1.1.N.SL.g)

Ask and answer questions about school environment and exchange information about school activities.

WRITING COMPONENT: (1.1.N.RW.g), (1.1.N.RW.h)

Write a correspondence involving school environment and school activities.

LISTENING COMPONENT: (1.2.N.L.a), (1.2.N.L.b),

Follow commands, directions, and requests pertaining to school activities.

READING COMPONENT: (1.2.N.R.a), (1.2.N.R.b), (1.2.N.R.c)

Demonstrate understanding of written directions, commands and requests.

Understand main idea of simple accessible written materials in the target language such as textbook passages, age-appropriate magazine or newspaper articles/ads, website/internet articles, poetry or stories.

Understand written interpersonal communication about school activities (email, letters, messages, notes, and text messages).

Strand 4: Comparisons: On-going comparisons of language and culture

Comparing languages and cultures standards (4.1, 4.2) are addressed and assessed throughout the curriculum.

Strand 5: Communities: On-going use of language in and out of school

Language use in and out of school, and for enjoyment standards (5.1, 5.2) are addressed and assessed throughout the curriculum.

EUPISD – World Languages Curriculum Unit Plan

Unit: Shopping and Clothing

Overarching Question:

What are shopping practices in the target language?

Is About:

- Understand currency exchange
- Compare U.S. and TL shopping products and practices
- Identify and describe shopping items and merchandise

Questions to Focus Assessment and Instruction:

1. How do I understand currency exchange?
2. How do shopping practices in the U.S. compare to countries in the TL?
3. How do I identify and describe shopping items and merchandise?

Types of Thinking/Intellectual Processes:

- Compare
- Identify
- Describe

Unit Abstract:

In this unit of study, students will understand currency exchange, be able to compare shopping practices in the U.S. to countries in the target language, and be able to identify and describe shopping items and merchandise.

Content Expectations/Learning Targets:

Students can:

Ask for and obtain information in everyday situations in the target language about time, place, size, relating to restaurants, stores, transportation, and services (1.1.N.SL.i).

Share opinions and preferences in the target language with their classmates (1.1.N.SL.k).

Inquire in writing to obtain information in the target language about time, place, price and size relating to restaurants, stores, transportation, and services (1.1.N.RW.i).

Understand main idea of simple accessible written materials in the target language such as, textbook passages, age-appropriate magazine and newspaper articles/ads, websites/internet, poetry or stories (1.2.N.R.b).

Describe how daily needs are met within a community or culture in which the language is spoken (housing, shopping, food preparation, transportation, health care, access to public services, etc.) (2.1.N.F.c).

Recognize the currency of a country in which the language is spoken (2.2.N.E.c).

Identify basic target culture practices and compare them to one's own (4.1.N.a).

Key Concepts:

Specific to Target Language

Teacher/Instruction Resources if applicable:

Specific to Target Language

Performance Assessments:

For Example - Novice High:

- I can create a shopping list and price list in TL.
- I can describe what a person is wearing, including color, size and price.
- I can create a store advertisement.
- I can create a dialogue about a shopping day, using a list of items and a budget.
- I can listen to a dialogue about shopping and answer comprehension questions.
- I can compare shopping practices in the U.S. with TL countries.

For Example - Novice Mid:

- I can write a shopping list
- I can check off words or phrases on a to-do list, grocery list, or scavenger hunt list.
- I can identify labeled aisles in a clothing store
- I can understand when people express thanks

Shopping and Clothing

SPEAKING COMPONENT: (1.1.N.SL.i), (1.1.N.SL.c), (1.1.N.SL.j), (1.1.N.SL.k)

Using appropriate honorifics, ask and respond to questions about prices and sizes of clothing and food.

Share likes, dislikes, and preferences of shopping items.

WRITING COMPONENT: (1.1.N.RW.i), (1.1.N.RW.j), (2.1.N.F.c), (2.2.N.F.a), (2.2.N.E.c)

Write an e-mail to a pen pal in the Target Language. Describe a favorite shopping trip and what was purchased.

Ask the pen pal about prices, sizes, shopping items, and how daily needs are met in the target culture.

Write or respond by comparing and contrasting the shopping practices of the target culture with one's own.

LISTENING COMPONENT: (3.2.N.a), (4.1.N.a)

Write or respond to dialogue between a shopper and a salesperson.

READING COMPONENT: (1.2.N.L.b), (1.2.N.R.b)

Read and respond to questions based on an advertisement.

Strand 4: Comparisons: On-going comparisons of language and culture

Comparing languages and cultures standards (4.1, 4.2) are addressed and assessed throughout the curriculum

Strand 5: Communities: On-going use of language in and out of school

Language use in and out of school, and for enjoyment standards (5.1, 5.2) are addressed and assessed throughout the curriculum.

EUPISD – World Languages Curriculum Unit Plan

Unit : Community - Places and Transportation

Overarching Question:

What are the names of places in a community and how do I get there?

Is About:

- Give and receive directions
- Identify road signs and geographical markers
- Identify different modes of transportation
- Identify names of places and buildings in a city or town

Questions to Focus Assessment and Instruction:

1. Where do you want to go?
2. What are the directions for getting to the destination?
3. What modes of transportation are available in cities?

Types of Thinking/Intellectual Processes:

- Identify
- Explain
- Recall

Unit Abstract:

In learning how to communicate effectively, students will ask for directions and demonstrate understanding of responses. In addition, students become aware of and are able to identify the different modes of transportation throughout the target cultures.

Content Expectations/Learning Targets:

Students can:

Ask for and obtain information in the target language about time, place, price, and size, relating to restaurants, stores, transportation, and services. 1.1.N.SL.i

Demonstrate understanding of written classroom language in the target language including directions, commands and requests. 1.2.N.R.a

Demonstrate understanding of oral classroom language in the target language including directions, commands and requests. 1.2.N.L.a

Identify basic target culture practices and compare them to one's own. 4.2.N.a

Recognize the currency of a country in which the language is spoken. 2.2.N.E.c

Describe the products needed to carry out daily routines and meet basic needs within a community, region or culture in which the language is spoken. (housing, stores, foods, transportation, health care, public services) 2.2.N.F.a

Inquire in writing, to obtain information in the target language about time, place, price, and size relating to restaurants, stores, transportation, and services.
1.1.N.RW.i

Describe the products needed for leisure activities commonly practiced within a community, region or culture in which the language is spoken. 2.2.N.F.c

Key Concepts:

Specific to Target Language

Teacher/Instruction Resources:

Specific to Target Language

Performance Assessments:

For example - Novice High:

- I can give directions orally and in writing.
- I can follow directions given orally and in writing.
- I can identify road signs & geographic markers.

For example - Novice Mid:

- I can talk about places I know.
- I can tell someone the time and location of a community event.
- I can present basic information about my community, town/city, state or country.

SPEAKING COMPONENT: (1.1.N.SL.i; 2.2.N.E.c; 2.2.N.F.c)

Ask for directions and information on transportation and services.

WRITING COMPONENT: (1.1.N.RW.i; 2.2.N.F.a; 2.2.N.F.c)

Produce a written request concerning transportation and services within the community.

LISTENING COMPONENT: (1.1.N.L.a)

Demonstrate appropriate response to directions and commands regarding community and transportation.

READING COMPONENT: (1.1.N.RW.i)

Read and understand text about community places and transportation services in the target language.

Strand 4: Comparisons: On-going comparisons of language and culture

Comparing languages and cultures standards (4.1, 4.2) are addressed and assessed throughout the curriculum

Strand 5: Communities: On-going use of language in and out of school

Language use in and out of school, and for enjoyment standards (5.1, 5.2) are addressed and assessed throughout the curriculum

Overarching Question:

How do I describe my health and daily routines?

Is About:

- Exchanging information about daily routines
- Expressing health-related information, such as pain, illness, etc.
- Identifying body parts

Questions to Focus Assessment and Instruction:

1. How do I describe an injury or illness?
2. How do I express how I feel?
3. How do I describe my body parts and physical traits?
4. How do I describe my daily routines?

Types of Thinking/Intellectual Processes:

- Identify
- Describe
- Exchange

Unit Abstract:

In this unit, students learn how to express information related to health. They describe pain, illness, and identify body parts. Students also exchange information about their daily routines and what is done to maintain a healthy lifestyle.

Content Expectations/Learning Targets:

Students can:

Ask and answer basic questions about the weather, health/physical conditions about self and others. (1.1.N.SL.b)

Ask questions about feelings, emotions and health of others and answer using a list of traits. (1.1.N.SL.f)

Exchange information by asking and answering basic questions in writing about the weather, health/physical conditions, self, family, and friends. (1.1.N.RW.b)

Ask questions in writing about feelings, emotions and health of friends, family, classmates and answer using a list of traits. (1.1.N.RW.f)

Understand interpersonal communication on topics of personal interest such as preferences, family life, friends, leisure and school activities, and everyday occurrences. (1.2.N.L.b)

Understand written interpersonal communication on topics of personal interest such as preferences, family life, friends, leisure and school activities and everyday occurrences (email, letters, messages, notes and text messages.) (1.2.N.R.c)

Describe the products needed to carry out daily routines and meet basic needs within the target culture. (housing, stores, foods, transportation, health care, public services) (2.2.N.F.a)

Key Concepts/Vocabulary:

Specific to Target Language

Teacher/Instruction Resources if applicable:

Specific to Target Language

Performance Assessments:

For example - Novice High:

- I can ask and answer questions about health conditions.
- I can give a brief description telling about myself and my health.
- I can exchange information about the health of friends, family, and classmates.
- I can give and receive information about my daily routine.

- I can identify products used in daily routines.

For example- Novice Mid:

- I can communicate some basic information about my everyday life.
- I can present information about familiar items in my immediate environment.
- I can talk about my daily activities using words, phrases, and memorized expressions.
- I can fill out a simple form with some basic personal information.
- I can list my daily activities and write lists that help me in my day-to-day life.
- I can recognize words, phrases, and characters with the help of visuals.

Health and Daily Routines

SPEAKING COMPONENT: (1.1.N.SL.b), (1.1.N.SL.f), (2.2.N.F.a)

Explain daily routine and propose questions about someone else's routine, health, and condition.

Describe the products needed to be able to carry out daily routines.

WRITING COMPONENT: (1.1.N.RW.b), (1.1.N.RW.f)

Using a scheduling format or comic strip format, write a routine of a specific day. Respond in writing to questions involving the feelings, emotions and health of friends and family.

LISTENING COMPONENT: (1.2.N.L.b)

Listen to a daily routine and a description of health issues. Afterward, identify specifics of the conversation.

READING COMPONENT: (1.2.N.R.c)

Read a description of a person's health and condition, and then respond.

Strand 4: Comparisons: On-going comparisons of language and culture
Comparing languages and cultures standards (4.1, 4.2) are addressed and assessed throughout the curriculum

Strand 5: Communities: On-going use of language in and out of school
Language use in and out of school, and for enjoyment standards (5.1, 5.2) are addressed and assessed throughout the curriculum

EUPISD – World Languages Curriculum Unit Plan
Unit: Professions

Overarching Question:

What kind of work do people do?

Is About:

- Description of specific jobs/professions

- Express future career goals
- Describe parents' jobs/professions
- Understanding what jobs are needed

Questions to Focus Assessment and Instruction:

1. Why study different professions?
2. What are cultural differences concerning work?
3. What professions are available in the target culture?

Types of Thinking/Intellectual Processes:

- Compare
- Describe
- Identify

Unit Abstract:

In this unit the students are introduced to the different types of work people do outside of their home. They will understand places of employment, ways of educating for a specific type of job, and the status of the worker, such as manager or baseline worker.

Content Expectations/Learning Targets:

Students can:

Identify ways in which people of all ages earn money and /or make a living in a community or culture in which the language is spoken (2.1.N.E.c)

Identify the economic system in a community or culture in which the language is spoken (2.1.N.E.b)

Ask questions about physical appearance, character and personality traits of friends, family, classmates, and answer using a list of traits (1.1.N.SL.e)

Exchange information in writing in the target language on familiar topics such as personal interests, memorable experiences, school activities, and family (1.1.N.RW.h)

Understand interpersonal communication on topics of personal interest such as preferences, family life, friends, leisure and school activities, and everyday occurrences. (1.2.NL.b)

Ask and answer basic questions about the weather, health/physical conditions, self, family, and friends. (1.1.N.SL.b)

Recognize and use appropriate register/honorifics in limited, simple social correspondence. (1.1.N.RW.c)

Key Concepts:

Specific to Target Language

Teacher/Instruction Resources if applicable:

Specific to Target Language

Performance Assessments:

For example Novice-High:

- I can identify what jobs are available in my community.
- I can identify understand how much education is required for a job.
- I can answer questions related to job interviews.
- I can recognize specific clothing related to occupations.
- I can identify cultural differences related to different jobs.

For example Novice-Mid:

- I can communicate some basic information about me everyday life.
- I can communicate basic information about myself and people I know.
- I can answer questions related to job interviews.
- I can recognize specific clothing related to occupations.
- I can identify cultural differences related to different jobs.

Professions

SPEAKING COMPONENT: (1.1.N.SL.e), (1.2.NL.b), (1.1.N.SL.b)

Ask and answer specific questions relating to jobs/professions.

Exchange information about future career goals.

WRITING COMPONENT: (1.1.N.RW.h), (1.1.N.RW.c)

Exchange information pertaining to jobs/professions in the target culture.

Identify the economic system of the target culture/community.

LISTENING COMPONENT: (1.1.N.SL.e)

Demonstrate understanding of job descriptions.

READING COMPONENT: (1.1.N.RW.h), (1.1.N.RW.c)

Answer basic questions related to professions in the target culture/community.

Understand written communication about jobs/professions such as wanted ads and job postings.

Strand 4: Comparisons: On-going comparisons of language and culture

Comparing languages and cultures standards (4.1, 4.2) are addressed and assessed throughout the curriculum

Strand 5: Communities: On-going use of language in and out of school

Language use in and out of school, and for enjoyment standards (5.1, 5.2) are addressed and assessed throughout the curriculum

General Content Expectations:

It is assumed that the following content expectations will be included throughout the entire curriculum:

Understand main idea of a visual media or live presentation (film/DVD, TV shows and commercials, theatre and musical production) (1.2.N.L.c).

Present brief personal descriptions on familiar topics in target language such as self, friends, family, home, and school. (1.3.N.S.b)

Understand main idea of simple accessible written materials in the target language such as, textbook passages, age-appropriate magazine and newspaper articles/ads, websites/internet, poetry or stories. (1.2.N.R.b)

Understand written interpersonal communication on topics of personal interest such as preferences, family life, friends, leisure and school activities, and everyday occurrences (email, letters, messages, notes, and text messages). (1.2.N.R.c)

Tab D

SECTION D
CURRICULUM

Ojibwe Charter School Curriculum Links:

K-8 ELA <http://www.eup.k12.mi.us//Domain/31>

9-12 ELA <http://www.eup.k12.mi.us/Page/4279>

K-5 Mathematics <http://www.eup.k12.mi.us/page/1820>

6-8 Mathematics <http://www.eup.k12.mi.us/page/2013>

9-12 Mathematics <http://www.eup.k12.mi.us/page/1931>

K-12 Science <http://www.eup.k12.mi.us/Page/120>

K-8 Social Studies <http://www.eup.k12.mi.us/page/1433>

9-12 Social Studies <http://www.eup.k12.mi.us/page/1430>

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Tab E

SECTION E
METHODS OF PUPIL ASSESSMENT

Methods of Pupil Assessment

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

Each child will have an Individualized Learning Plan, jointly developed by the student, parent(s), and teacher. The learning plan outlines goals, details learning exercises and charts progress toward immediate and long-term improvement in student performance. This plan is created and maintained by the teacher and reviewed during parent/teacher conferences and during parent meetings.

In addition to these tests called for by the M-STEP, the school will carry out its own multiple assessment program characterized by the following:

- **NWEA-Map Testing** (standardized tests taken in the fall/winter/spring of each school year and progress monitored throughout the school year)
 - Computer adaptive, criterion reference tests in reading/language arts and mathematics
- **Benchmark Assessment System (BAS)**
- **Aimsweb** (taken during the fall/winter/spring and progress monitored throughout the school year for grades 6-8 and 9-12 grade students who are in need of monitoring)
 - Aimsweb is a benchmark and progress monitoring system based on direct, frequent and continuous student assessment in reading.

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

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

Technology

All methods of assessment are tracked and monitored in an online system which generates the reports we need to progress monitor our students. Our use of technology in class has the advantage of allowing frequent and convenient monitoring of the academic achievement of individual students, entire classes and the whole school.

Basis for Promotion and Graduation

The school believes that genuine self-esteem derives from a challenging job well done. To that end, our students will be promoted from one grade to another only on the basis of mastery and application of knowledge and skills designed for a grade level.

The school believes in multi-faceted assessment of student's work. Assessment will include the M-STEP assessment program, including standardized tests and criterion referenced tests for the educational materials used. We expect to demonstrate improved student achievement on all measures and will report these to the public.

Promotion from one grade to the next will be based on mastery of pre-determined academic knowledge and skills. Care must be taken to ensure connectivity of academic knowledge and skills from one grade level to the next. For example, first grade essential skills must connect with second grade readiness skills.

Student Intervention

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

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

Tab F

SECTION F

APPLICATION AND ENROLLMENT OF STUDENTS

Application and Enrollment Requirements

Ojibwe Charter School

Enrollment Limits

The Academy will offer kindergarten through twelfth grade. The maximum enrollment shall be 800 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

Ojibwe Charter School

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

Ojibwe Charter School

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

Ojibwe Charter School

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.

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Tab H

SECTION H

AGE OR GRADE RANGE OF PUPILS

SECTION 7h: AGE OR GRADE RANGE OF PUPILS

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

Students of the Academy will be children who have reached the age of five (5) as set forth in MCL 380.1147. A child may enroll in kindergarten if the child is at least 5 years of age on September 1, 2017.

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.