BAY MILLS COMMUNITY COLLEGE

CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY
AND RELATED DOCUMENTS

ISSUED BY

BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS

(AUTHORIZING BODY)

TO

TAYLOR EXEMPLAR ACADEMY

(A PUBLIC SCHOOL ACADEMY)

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RESOLUTION & REAUTHORIZING RESOLUTION

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

RESOLUTION NO. 13-100

Contract Reauthorization for Taylor Exemplar Academy

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 August 1, 2006, the College Board issued to Taylor Exemplar Academy (the "Academy") a Contract to Charter a Public School Academy (the "Charter Contract"); and

WHEREAS, the Charter Contract will expire on June 30, 2014 and the Academy has asked the College Board to issue a new contract to charter a public school academy for a term of eight 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 years, beginning July 1, 2014.

NOW, THEREFORE, BE IT RESOLVED, the College Board approves and authorizes the execution of a contract to charter a public school academy to the Academy for a term of not more than eight years and authorizes the Charter Schools Office Director to execute a contract to charter as a public school academy and related documents between the Academy and the Bay Mills Community College Board of Regents, provided that, before executing the charter contract, the Charter School Office Director affirms that all contract terms have been agreed upon and the Academy is able to comply with the terms and conditions of the contract to charter a public school academy and applicable law.

NOW, THEREFORE, BE IT RESOLVED, 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 agreements 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 25th day of October, 2013, with a vote of 5 for, 0 opposed, 1 abstaining, and 3 absent.

John Paul Lutkins, 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 for, O opposed, and i abstaining.

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:

- 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.
- 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.

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

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

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

CONTRACT TERMS
AND CONDITIONS

TERMS AND CONDITIONS

OF CONTRACT

DATED: JULY 1, 2014

ISSUED BY

THE BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS

TO

TAYLOR EXEMPLAR ACADEMY

CONFIRMING THE STATUS OF

TAYLOR EXEMPLAR ACADEMY

AS A

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 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 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. <u>Certain Definitions</u>. 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 Taylor Exemplar Academy which is established as a public school academy pursuant to this Contract.
 - (b) "Academy Board" means the Board of Directors of the Academy.
 - (c) "Applicable Law" means all state and federal law applicable to public school academies.
 - (d) "Application" means the public school academy application and supporting documentation submitted to the College Board for the establishment of the Academy and supplemented by material submitted pursuant to the College Board's requirements for reauthorization.

- (e) "Authorizing Resolution" means the Resolution adopted by the College Board on October 25, 2013.
- (f) "Charter Schools Office Director" or "CSO Director" means the person designated by the College Board to administer the operations of the Charter Schools Office.
- (g) "Charter Schools Office" or "CSO" means the office designated by the College Board as the initial point of contact for public school academy applicants and public school academies authorized by the College Board. The Charter Schools Office is also responsible for administering the College Board's responsibilities with respect to the Contract.
- (h) "Code" means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1852 of the Michigan Compiled Laws.
- (i) "College" means Bay Mills Community College, a federally tribally controlled community college that is recognized under the tribally controlled colleges and universities assistance act of 1978, 25 USC 1801 et seq., and which has been determined by the Michigan Department of Education to meet the requirements for accreditation by a recognized regional accreditation body.
- (j) "College Board" means the Bay Mills Community College Board of Regents, an authorizing body as designated under Section 501 of the Code, MCL 380.501 et seq.
- (k) "College Board Chairperson" means the Chairperson of the Bay Mills Community College Board of Regents or his or her designee. In Section 1.1(l) below, "College Board Chairperson" means the Board Chairperson of the Bay Mills Community College Board of Regents.
- (1) "College Charter Schools Hearing Panel" or "Hearing Panel" means such person(s) as designated by the College Board Chairperson.
- (m) "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.
- (n) "Director" means a person who is a member of the Academy Board of Directors.
- (o) "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.
- (p) "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.
- (q) "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 from, or 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.
- (r) "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.
- (s) "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 financial, administrative, facility, Academy Board and educational information relating to the Academy. The Charter Schools Office Director may, at anytime 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.
- (t) "President" means the President of Bay Mills Community College or his or her designee.
- (u) "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.
- (v) "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.
- (w) "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.
- (x) "Terms and Conditions" means this document entitled "Terms and Conditions of Contract, Dated July 1, 2014, Issued by the Bay Mills Community College Board of Regents to Taylor Exemplar Academy Confirming the Status of Taylor Exemplar Academy as a Public School Academy."
- Section 1.2. <u>Captions</u>. 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. <u>Statutory Definitions</u>. 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. <u>Application</u>. 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. <u>Conflicting Contract Provisions</u>. 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. <u>Independent Status of Bay Mills Community College</u>. 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.
- Section 2.2. <u>Independent Status of the Academy</u>. 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. <u>College Board Resolutions</u>. 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 anytime 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. <u>College Board Approval of Condemnation</u>. 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 Contract Term and shall terminate in the event this Contract is revoked or terminated. In no event may an employee's employment contract term, inclusive of automatic renewals, extend beyond the current Contract Terms.

- Section 3.7. <u>Code Requirements for College Board to Act as Authorizing Body.</u> The College Board has complied with the requirements of Section 1475 of the Code, and will continue to comply with the Code during the term of this Contract.
- Section 3.8. <u>College Board Subject to Open Meetings Act</u>. As required by Section 1475 of the Code, 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. <u>College Board Authorizing Body Activities Subject to Freedom of Information Act</u>. As required by Section 1475 of the Code, 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. <u>Authorizing Body Contract Authorization Process</u>. 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 current 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 converting 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. <u>Limitation on Actions in Performance of Governmental Functions</u>. 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 Contract 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. <u>Incompatible Public Offices and Conflicts of Interest Statutes</u>. 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.

Section 4.5. <u>Prohibition of Identified Family Relationships</u>. 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.

- (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. <u>Dual Employment Positions Prohibited</u>. 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. <u>Oath of Public Office</u>. 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. <u>Articles of Incorporation</u>. 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. <u>Bylaws</u>. 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. <u>Educational Goals</u>. 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. <u>Educational Programs</u>. The Academy shall deliver the educational programs identified in Schedule 7c.
- Section 6.4. <u>Curriculum</u>. The Academy shall implement and follow the curriculum identified in Schedule 7d.
- Section 6.5. <u>Method of Pupil Assessment</u>. The Academy shall evaluate pupils' work based on the assessment strategies identified in Schedule 7e. To the extent applicable, the pupil performance of the Academy shall be assessed using at least the Michigan Education Assessment Program (MEAP) test 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:
 - educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the Charter Schools Office;
 - (b) an assessment of the Academy's student performance 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 Director; and
 - (e) all tests required under Applicable Law.
- Section 6.6. <u>Application and Enrollment of Students</u>. 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. <u>School Calendar and School Day Schedule</u>. 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. <u>Collective Bargaining Agreements</u>. Collective bargaining agreements, if any, with employees of the Academy shall be the responsibility of the Academy.
- Section 6.10. <u>Accounting Standards</u>. The Academy shall at all times comply with generally accepted public sector accounting principles and accounting system requirements that comply with the State School Aid Act of 1979, as amended, and applicable State Board of Education and Department of Education rules.
- Section 6.11. <u>Annual Financial Statement Audit</u>. 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. <u>Contributions and Fund Raising</u>. 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. <u>Disqualified Organizational or Contractual Affiliations</u>. 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. <u>Matriculation Agreements</u>. 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. <u>Postings of AYP and Accreditation Status</u>. The Academy shall post notices to the Academy's homepage of its website disclosing the adequate yearly progress status and accreditation status of each school in accordance with section 1280E of the Code, MCL 380.1280E.

ARTICLE VII

TUITION PROHIBITED

Section 7.1. <u>Tuition Prohibited; Fees and Expenses</u>. 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 PART 6A OF THE CODE AND OTHER LAWS

Section 8.1. <u>Compliance with Part 6A of the Code</u>. The Academy shall comply with Part 6A and other parts of the Code that apply to public school academies.

- Section 8.2. <u>Compliance with State School Aid Act</u>. In order to assure that funds are available for the education of pupils, the Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended from time to time.
- Section 8.3. Open Meetings Act. The Academy Board shall conduct all of its meetings in accordance with the Open Meetings Act, Act No. 267 of the Public Acts of 1976, as amended, being Sections 15.261 to 15.275 of the Michigan Compiled Laws.
- Section 8.4. <u>Freedom of Information Act</u>. The records of the Academy shall be records subject to the provisions of the Freedom of Information Act ("FOIA"), Act No. 442 of the Public Acts of 1976, as amended, being Sections 15.231 to 15.246 of the Michigan Compiled Laws. The Academy Board shall designate a freedom of information coordinator to assure compliance with FOIA and other applicable law providing for public disclosure or for protection of privacy.
- Section 8.5. <u>Public Employees Relation Act</u>. As required by the Code, the Academy shall comply with Act No. 336 of the Public Acts of 1947, being Sections 423.201 to 423.217 of the Michigan Compiled Laws. Organizational efforts and collective bargaining agreements, if any, with employees of the Academy shall be the responsibility of the Academy.
- Section 8.6. <u>Prevailing Wage on State Contracts</u>. As required by the Code, the Academy shall comply with the Prevailing Wage on State Contracts statute, Act No. 166 of the Public Acts of 165, being Sections 408.551 to 408.558 of the Michigan Compiled Laws.
- Section 8.7. <u>Uniform Budgeting and Accounting Act</u>. The Academy shall comply with the Uniform Budgeting and Accounting Act, Act No. 2 of the Public Acts of 1968, being MCL 141.421 to 141.440a.
- Section 8.8. Revised Municipal Finance Act of 2001. With respect to the Academy's borrowing money and issuance of bonds, the Academy shall comply with Part VI of the Revised Municipal Finance Act of 2001, Act No. 34 of the Public Acts of 2001, being MCL 141.2601 to 141.2613 of the Michigan Compiled Laws.
- Section 8.9. <u>Non-discrimination</u>. The Academy shall be separately responsible for compliance with applicable laws pertaining to equal opportunity and anti-discrimination laws such as the Elliott-Larsen Civil Rights Act, Act No. 453 of the Public Acts of 1976, as amended, being MCL 37.2101 to 37.2804, the Michigan Handicappers' Civil Rights Act, Act No. 22 of the Public Acts of 1976, as amended, being MCL 37.1101 to 37.1607, 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.
- Section 8.10. Other State Laws. The Academy shall comply with other state laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other state law to the Academy.
- Section 8.11. <u>Federal Laws</u>. The Academy shall comply with federal laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other federal law to the Academy.

ARTICLE IX

AMENDMENT

- Section 9.1. <u>Amendments</u>. 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. <u>Final Approval of Amendments</u>. 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. <u>Change in Existing Law.</u> 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. <u>Emergency Action on Behalf of College Board</u>. 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. <u>Termination by the Academy</u>. At any time, for any reason, the Academy Board may terminate this Contract before the end of the Contract Term by presenting to the College Board a certified resolution requesting termination. Unless otherwise agreed to by the College Board and the Academy Board, this Contract shall terminate at the end of the school year in which the Contract termination is requested.

Section 10.2. <u>Termination by College Board</u>. The College Board may terminate this Contract before the end of the Contract Term as follows:

- (a) Termination Without Cause. Except as otherwise provided in subsections (b) or (c), the College Board, in its sole discretion, reserves the right to terminate this Contract before the end of the Contract Term for any reason provided that such termination shall not take place less than one (1) year from the date of the College Board's resolution approving such termination. The Charter Schools Office shall provide notice of the termination to the Academy. If during the period between the College Board's action to terminate and the effective date of termination, the Academy has violated the Contract or Applicable Law, the College Board may elect to initiate suspension or revocation of the Contract as set forth in this Article X.
- (b) Termination Caused by Change in Applicable Law. Following issuance of this Contract, 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 the College Board may terminate the Contract at the end of the Academy's school fiscal year in which the College Board's decision to terminate is adopted. For purposes of this section, a change in Applicable Law includes without limitation the following:

- (i) the issuance of an order by the Superintendent of Public Instruction, pursuant to section 1280c of the Code, placing the Academy under the supervision of the State School Reform/ Redesign Officer; or
- (ii) the development of, or changes to, a redesign plan by the Academy pursuant to Section 1280c of the Code.
- (c) Automatic Termination Caused By Placement of Academy in State School
 Reform/ Redesign School District. If the Academy is notified by the State
 that the Academy will be placed in the State School Reform/ Redesign
 School District pursuant to Section 1280c of the Code, then the College
 Board may terminate this Contract at the end of the current school year.

The revocation procedures in Section 10.6 shall not apply to a termination of this Contract under this section.

Section 10.3. <u>Contract Suspension</u>. The College Board's process for suspending the Contract is as follows:

- Charter Schools Office Director Action. If the CSO Director determines (a) that probable cause exists to believe 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 10.5(e) or (f), the CSO Director may immediately suspend the Contract, pending completion of the revocation procedures set forth in Section 10.6. A copy of the suspension notice, setting forth the grounds for suspension, shall be sent to the Academy Board and to the Hearing Panel. If this subsection is implemented, the notice and hearing procedures set forth in Section 10.6 shall be expedited as much as possible.
- (b) <u>Disposition of State School Aid Funds</u>. Notwithstanding any other provision of the Contract, any state school aid funds received by the College Board after a decision by the CSO 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 request.
- (c) Immediate Revocation Proceeding. If the Academy Board, after receiving a notice of Contract suspension from the Charter Schools Office Director,

continues to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may immediately convene a revocation hearing in accordance with the procedures set forth in Section 10.6(e) of this Contract. The Hearing Panel has the authority to accelerate the time line for revoking the Contract, provided that notice of the revocation hearing shall be provided to the Charter Schools Office and the Academy Board at least five (5) days before the hearing. If the Hearing Panel determines that the Academy Board has continued to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may recommend revocation of the Contract. The College Board shall proceed to consider the Hearing Panel's recommendation in accordance with Section 10.6(f) through (h).

Section 10.4. <u>Statutory Grounds for Revocation</u>. In addition to the grounds for an automatic revocation of the Contract as set forth in Section 10.8, this Contract may also be revoked by the College Board upon a determination by the College Board, pursuant to the procedures set forth in Section 10.6, that one or more of the following has occurred:

- (a) Failure of the Academy to demonstrate improved pupil achievement for all groups of pupils or meet the educational goals set forth in the 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 10.5. Other Grounds for Revocation. In addition to the statutory grounds for revocation set forth in Section 10.4 and the grounds for an automatic revocation of the Contract set forth in Section 10.8, the College Board may revoke this Contract, pursuant to the procedures set forth in Section 10.6, upon a determination that one or more of the following has occurred:

- (a) The Academy is insolvent, has been adjudged bankrupt, or has operated for two or more school fiscal years with a fund balance deficit;
- (b) 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;
- (c) The Academy defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract or a prior contract issued by the College Board if the College Board discovers the default after the prior contract has terminated;

- (d) 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 CSO's approval;
- (e) The Charter Schools Office Director 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;
- (f) The Academy's applicant(s), directors, officers, employees or agents have provided false or misleading information or documentation to the CSO 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.
- (g) The Academy violates the site restrictions set forth in the Contract or the Academy operates at a site or sites without the prior written authorization of the College Board; or
- (h) The College Board, its Trustees, officers, employees, agents or representatives are not included as third party beneficiaries under any Management Agreement entered into by the Academy for purposes of indemnifying such parties in accordance with Section 11.10 of the Terms and Conditions.

Section 10.6. <u>College Board Procedures for Revoking Contract</u>. The College Board's process for revoking the Contract is as follows:

- (a) Notice of Intent to Revoke. The CSO 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 CSO 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 CSO Director prior to a review of the Academy Board's response.

- Plan of Correction. Within fifteen (15) days of receipt of the Academy (c) Board's response or after a meeting with Academy Board representatives, the CSO Director shall review the Academy Board's response and determine whether a reasonable plan for correcting the deficiencies can be formulated. If the CSO Director determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent to Revoke can be formulated, the CSO Director shall develop a plan for correcting the non-compliance ("Plan of Correction"). In developing a Plan of Correction, the CSO Director is permitted to adopt, modify or reject any 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 CSO Director determines any of the following: (i) the Academy Board's denial of non-compliance is persuasive; (ii) the noncompliance 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.
- Plan of Correction May Include Conditions to Satisfy College Board's (d) Contract Reconstitution Authority. As part of the Plan of Correction, the CSO Director may reconstitute the Academy in an effort to improve student educational performance and to avoid interruption of the An attempt to improve student educational educational process. performance 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; (iii) withdrawal of the Academy's authorization to contract with an ESP; or (iv) the appointment of a new Academy Board or a conservator/ trustee to take over operations of the Academy. The CSO shall notify the Superintendent of Public Instruction of any Plan of Correction that includes a reconstitution of the Academy to ensure that the Academy is not included on the list of school buildings subject to automatic closure under section 1280c of the Code.
- (e) Request for Revocation Hearing. The CSO Director may initiate a revocation hearing before the College Charter Schools Hearing Panel if the CSO Director determines that any of the following has occurred:
 - the Academy Board has failed to respond to the Notice of Intent to Revoke as set forth in Section 10.6(b);
 - (ii) the Academy Board's response to the Notice of Intent to Revoke is non-responsive;

- (iii) the Academy Board's response admits violations of the Contract or Applicable Law which the CSO Director deems cannot be remedied or cannot be remedied in an appropriate period of time, or for which the CSO Director determines that a Plan of Correction cannot be formulated;
- (iv) the Academy Board's response contains denials that are not supported by sufficient documentation or other evidence showing compliance with the Contract or Applicable Law;
- (v) the Academy Board has not complied with part or all of a Plan of Correction established in Section 10.6(c);
- (vi) the Academy Board has engaged in actions that jeopardize the financial or educational integrity of the Academy; or
- (vii) the Academy Board has been issued multiple or repeated Notices of Intent to Revoke.

The CSO 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.

Hearing before College Charter Schools Hearing Panel, Within thirty (30) (f) 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 CSO 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 CSO Director and shall not last more than three hours. The hearing shall be transcribed by a court reporter and the cost of the court reporter shall be divided equally between the College and the Academy. The CSO 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 CSO 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 formal session, the College Board shall consider the Hearing Panel's recommendation at its next formal session 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 formal session 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) <u>Disposition of State School Aid Funds</u>, Notwithstanding any other provision of the Contract, any state school aid funds received by the College Board after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the College Board to revoke the Contract, may be withheld by the College Board or returned to the Michigan Department of Treasury upon request.

Section 10.7. <u>Venue</u>; <u>Jurisdiction</u>. 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 <u>forum non conveniens</u> or to object to venue to the extent any proceedings is brought in accordance with this Section 10.7. This Section 10.7 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 10.8. <u>Automatic Amendment or Revocation by State of Michigan</u>. If the College Board is notified by the Superintendent of Public Instruction that the Academy is subject to closure under Part 6A of the Code ("State's Automatic Closure Notice"), and the Academy is currently not undergoing a reconstitution as part of a Plan of Correction developed under Section 10.6, 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. If the State's Automatic Closure Notice includes all of the Academy's existing sites,

then this Contract shall automatically be revoked at the end of the current school year in which the notice is received without any further action of the College Board or the Academy. The College Board's revocation procedures set forth in Section 10.6 do not apply to an automatic revocation initiated by the State.

Following receipt of the State's Automatic Closure Notice, the College Board shall forward a copy of the State's Automatic Closure Notice to the Academy Board and request a meeting with 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 the State's Automatic Closure 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 Revocation Notice shall be directed to the Superintendent of Public Instruction, in a form and manner determined by that office or the Michigan Department of Education.

Section 10.9. Material Breach of Contract. The issuance of an order by the Superintendent of Public Instruction, pursuant to section 1280c of the Code, placing the Academy under the supervision of the State School Reform / Redesign Officer, shall constitute a material breach of this Contract. Following the issuance of the order, the College Charter Schools Office 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 that is acceptable to the College Charter Schools Office. In addition to other matters, the corrective action plan shall include the Academy's redesign plan prepared pursuant to section 1280c of the Code. The development of a corrective action plan under this Section 10.9 shall not in any way limit the rights of the College Board to terminate, suspend or revoke this Contract.

Section 10.10. Appointment of Conservator/Trustee. Notwithstanding any other provision of the Contract, when the College Board or the CSO Director determines that the health, safety, educational or economic interest of the Academy or its students is at risk, the College Board or CSO Director may take immediate action against the Academy pending completion of the process described in Section 10.6. The College Board or the CSO Director 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 by the College Board or the CSO Director 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 or the CSO Director determine that a conservator/trustee is no longer necessary. If this section has been implemented and the Hearing Panel under Section 10.6 determines the revocation to be appropriate, the revocation shall become effective immediately upon the College Board's decision.

Section 10.11. <u>Academy Dissolution Account</u>. 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. 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. By July 1st of 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 business days after Academy Board approval, revisions or amendments to the Academy's budget shall be submitted to the Charter Schools Office.

Section 11.2. <u>Insurance</u>. The Academy Board shall secure and maintain in its own name as the "first named insured" at all times the following insurance coverages:

- 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).

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. <u>Legal Liabilities and Covenant Against Suit</u>. 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 also is 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. <u>Lease or Deed for Proposed Single Site</u>. The Academy shall provide to the Charter Schools Office copies of its lease or deed for the premises in which the Academy shall operate. A copy of the Academy's lease or deed shall be incorporated into this Contract

under Schedule 6. Any subsequent amendments to any Academy real estate leasing agreement shall only be incorporated into this Contract pursuant to Article X 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. <u>Criminal Background and History Checks; Disclosure of Unprofessional Conduct; Compliance with School Safety Initiative</u>. The Academy shall comply with Section 1230 and 1230a of 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 Section 1230b of the Code concerning the disclosure of unprofessional conduct by persons applying for Academy employment. The Academy shall comply with Sections 1230c through 1230g of the Code. 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. <u>Special Education</u>. 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. <u>Deposit of Public Funds by the Academy</u>. 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. <u>Nonessential Elective Courses</u>. 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. <u>Required Provisions for ESP Agreements</u>. 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 members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless Bay Mills Community College, Bay Mills Community College

Board of Regents and its members, and their respective officers, employees, agents or representatives from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of 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 the Educational Service Provider's preparation for and operation of the Academy, or which are incurred as a result of the reliance by Bay Mills Community College, Bay Mills Community College Board of Regents or its members, or their respective officers, employees, agents or representatives, upon information supplied by the Academy Board or the Educational Service Provider, or which arise out of the failure of the Academy Board or the 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."

"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.

- (1) The Academy Board shall adopt and implement for all individuals employed by the Academy as teachers or school administrators a rigorous, transparent, and fair performance evaluation system that does all of the following:
 - (a) Evaluates the teacher's or school administrator's job performance at least annually while providing timely and constructive feedback.
 - (b) Establishes clear approaches to measuring student growth and provides teachers and school administrators with relevant data on student growth.
 - (c) Evaluates a teacher's or school administrator's job performance, using multiple rating categories that take into account data on student growth as a significant factor. For these purposes, student growth shall be measured by national, state, or local assessments and other objective criteria. The performance evaluation system implemented by the Academy Board shall include the rating of teachers as highly effective, effective, minimally effective, and ineffective.

- (d) Uses the evaluations, at a minimum, to inform decisions regarding all of the following:
 - (i) The effectiveness of teachers and school administrators, ensuring that they are given ample opportunities for improvement.
 - (ii) Promotion, retention, and development of teachers and school administrators, including providing relevant coaching, instruction support, or professional development.
 - (iii) Whether to grant tenure or full certification, or both, to teachers and school administrators using rigorous standards and streamlined, transparent, and fair procedures.
 - (iv) Removing ineffective tenured and untenured teachers and school administrators after they have had ample opportunities to improve, and ensuring that these decisions are made using rigorous standards and streamlined, transparent, and fair procedures.
- (2) If the Academy enters into an agreement with an Educational Service Provider for individuals to be assigned under a contract to perform the services of a teacher or administrator on more than an intermittent or sporadic basis, then the Academy Board shall ensure that the Educational Service Provider adopts a performance evaluation system that complies with this section.
- Section 11.13. <u>Performance Evaluation System Commencing With the 2014-2015 School Year</u>. If the Academy Board or Educational Service Provider, as applicable, implements a performance evaluation system that meets all of the following, then the Academy is not required to implement the mandated performance evaluation system outlined in Section 1249(2) or (3) of the Code:
 - (a) The Academy Board or Educational Service Provider has implemented and is currently using a performance evaluation system for that public school that meets all of the following requirements:
 - (i) The most significant portion of a teacher's or school administrator's evaluation is based on student growth and assessment data, which may include value-added measures.
 - (ii) The system uses research-based measures to determine student growth, which may be measured by standards-based, nationally normed assessments.
 - (iii) The system determines professional competence through multiple direct observations of classroom practices and professional practices throughout the school year.

- (iv) Under the system, teacher effectiveness and ratings, as measured by student achievement and growth data, are factored into teacher retention, promotion, and termination decisions.
- (v) Under the system, teacher and school administrator performance evaluation results are used to inform teacher professional development for the succeeding year.
- (vi) The system ensures that teachers and school administrators are evaluated at least annually.
- (b) If the Academy operated during the 2011-2012 school year, the Academy Board notified the governor's council on educator effectiveness by November 1, 2011 that it is exempt under this subsection from the requirements of section 1249(2) and (3). This subsection (b) shall not apply if the Academy operated during the 2011-2012 school year or thereafter, but adopted a new performance evaluation system after November 1, 2011 for implementation prior to or commencing with the 2014-2015 school year.
 - (c) The Academy or Educational Service Provider posts a description of its evaluation system on the Academy's website.

If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider adopts a performance evaluation system that complies with this section.

Section 11.14. Parent Notification of Ineffective Teacher Ratings. Beginning with the 2015-2016 school year and continuing on during the term of this Contract, if a pupil is assigned to be taught by a teacher who has been rated as ineffective on his or her 2 most recent annual year-end evaluations under section 1249, the Academy Board shall notify the pupil's parent or legal guardian that the pupil has been assigned to a teacher who has been rated as ineffective on the teacher's 2 most recent annual year-end evaluations. The notification shall be in writing and shall be delivered to the pupil's parent or legal guardian not later than the June 15th immediately preceding the beginning of the school year for which the pupil is assigned to the teacher, and shall identify the teacher who is the subject of the notification.

Section 11.15. Teacher and Administrator Job Performance Criteria. The Academy Board, or Educational Service Provider, as applicable, shall implement and maintain a method of compensation for individuals employed or assigned under contract to perform the services of teachers and school administrators on more than an intermittent basis that includes job performance and job accomplishments as a significant factor in determining compensation and additional compensation earned and paid in accordance with Applicable Law. The assessment of job performance shall incorporate a rigorous, transparent, and fair evaluation system that evaluates a teacher's or school administrator's performance at least in part based upon data on student growth as measured by assessments and other objective criteria. If the Academy enters

into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider complies with this section.

ARTICLE XII

GENERAL TERMS

Section 12.1. <u>Notices</u>. 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's Office

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

Taylor Exemplar Academy

26727 Goddard Road Taylor, MI 48180

If to Academy Counsel: LaRae G. Munk

Law Office of LaRae G. Munk PC

1650 Sanctuary Cir Howell, MI 48855

Section 12.2. <u>Severability</u>. 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 any local, state or federal law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

- Section 12.3. <u>Successors and Assigns</u>. 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. Except as provided in Section 10.5(c) of this Contract, all prior contracts, representations, statements, negotiations, understandings, and undertakings are superseded by this Contract.
- Section 12.5. <u>Assignment</u>. This Contract is not assignable by either the Academy or the College Board.
- Section 12.6. <u>Non Waiver</u>. 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. <u>Counterparts</u>. 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. <u>Term of Contract</u>. This Contract shall commence on the date first set forth above and shall remain in full force and effect for eight (8) years, until June 30, 2022, unless sooner terminated according to the terms hereof ("Contract Term").
- Section 12.10. <u>Indemnification</u>. 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 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. <u>Construction</u>. 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. <u>Force Majeure</u>. 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. <u>Survival of Provisions</u>. 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) <u>Information to be provided by Educational Service Providers</u>. 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. <u>Termination of Responsibilities</u>. 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.

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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

Michael Parish, College Board Designee

Date: July 1, 2014

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.

TAYLOR EXEMPLAR ACADEMY

By: percestistes

Date: July 1, 2014

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CONTRACT SCHEDULES

Sched	lules
Articles of Incorporation1	
Bylaws2	
Fiscal Agent Agreement3	
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Description of Staff Responsibilities5	
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Required Information for Public School Academy	

CONTRACT SCHEDULE 1 ARTICLES OF INCORPORATION

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFEAIRS Components Corporation Division BUREAU OF COMMERCIAL SERVICES

Date Received

(FOR BUREAU USE ONLY)

1. The present name of the corporation is:

XEMPLAR HCA

2. The identification number assigned by the Bureau is:

All former names of the corporation are: No N €

4. The date of filing the original Articles of Incorporation was: MARCH

RESTATED ARTICLES OF INCORPORATION For Use by Domestic Nonprofit Corporations

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

ARTICLE I

The name of the corporation is: TAYLOR EXEMPLAR ACADEMY.

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

ARTICLE II

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

- 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.
- 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.

- 3. To educate all students with high levels of expectation in academic performance and thinking skills while fostering growth in social and emotional behaviors and attitudes by establishment of a non-restrictive environment that allows each student to explore their ancestral tradition and examine their self-spirituality.
- To prepare students to respect and participate in both Native and non-Native culture.

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:

- State school aid payments received pursuant to the State School Aid Act of 1979 or any successor law.
- Federal funds.
- c. Donations.
- 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 Law Office of LaRae G. Munk, P.C. 1650 Sanctuary Circle Howell, MI 48855.

The mailing address of the registered office is the same. The name of the resident agent at the registered office is LaRae G. Munk.

ARTICLE V

The corporation is a governmental entity.

ARTICLE VI

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

ARTICLE VII

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

ARTICLE VIII

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

ARTICLE IX

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

ARTICLE X

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

These Articles of Incorporation shall not be amended except by the process provided in 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 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 the 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 Licensing and Regulatory Affairs, 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 RESTATED ARTICLES

Signed this 25th day of November , 2013.

Rebecca Peters, President

Prepared by: LaRae G. Munk (P41154) Law Office of LaRae G. Munk, P.C. Attorney at Law 1650 Sanctuary Circle Howell, MI 48855 517-410-6957

CONTRACT SCHEDULE 2 <u>BYLAWS</u>

RESTATED BYLAWS

OF

TAYLOR EXEMPLAR ACADEMY

ARTICLE I

NAME

This organization shall be called **TAYLOR EXEMPLAR ACADEMY**(the "Academy" or "Corporation").

ARTICLE II

FORM OF CORPORATION

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

ARTICLE III

OFFICES

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

ARTICLE IV

BOARD OF DIRECTORS

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

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

ARTICLE V

MEETINGS

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

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

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

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

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

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

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

- Section 6. <u>Notice to Directors</u>. The Academy Board shall provide notice of any meeting to each Director stating the time and place of the meeting, with the delivery of such notice personally, by mail, facsimile or electronic mail to each Director at the Director's personal address or electronic mail address. Any Director may waive notice of any meeting by written statement sent by the Director to the Academy Board Secretary before or after the holding of the meeting. A Director's attendance at a meeting constitutes a waiver of the notice of the meeting required under this Section.
- Section 7. <u>Votes By Directors</u>. The Academy Board meeting minutes shall reflect the vote, whether in favor, in opposition or in abstention, of each Director present at the meeting.

ARTICLE VI

COMMITTEES

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

ARTICLE VII

OFFICERS OF THE BOARD

- Section I. <u>Number</u>. The officers of the Corporation shall be a President, Vice-President, Secretary, Treasurer, and such Assistant Treasurers and Assistant Secretaries or other officers as may be selected by the Academy Board.
- Section 2. <u>Election and Term of Office</u>. The Academy Board shall elect its initial officers at its first duly noticed meeting. Thereafter, officers shall be elected annually by the Academy Board at the Corporation's annual meeting. If the election of officers is not held at that meeting, the election shall be held as soon thereafter as may be convenient. Each officer shall hold office while qualified or until the officer resigns or is removed in the manner provided in Section 3.
- Section 3. <u>Removal</u>. Any officer or agent elected or appointed by the Academy Board may be removed by a majority vote by the Academy Board whenever in its judgment the best interests of the Corporation would be served thereby.
- Section 4. <u>Vacancies</u>. A vacancy in any office shall be filled by appointment by the Academy Board for the unexpired portion of the term of the vacating officer.

- Section 5. President. The President of the Corporation shall be a member of the Academy Board. The President of the Corporation shall preside at all meetings of the Academy Board. If there is not a President, or if the President is absent, then the Vice-President shall preside. If the Vice-President is absent, then a temporary chair, chosen by the members of the Academy Board attending the meeting shall preside. The President shall be an ex officio member of any standing committees and when designated by the Academy Board, Chairperson of any standing committee established by the Academy Board. The President shall, in general, perform all duties incident to the office of President of the Academy Board as may be prescribed by the Academy Board from time to time.
- Section 6. <u>Vice-President</u>. The Vice-President of the Corporation shall be a member of the Academy Board. In the absence of the President or in the event of the President's death, inability or refusal to act, the Vice-President shall perform the duties of President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to the Vice-President by the President or by the Academy Board.
- Section 7. Secretary. The Secretary of the Corporation shall be a member of the Academy Board. The Secretary shall: (a) keep the minutes of the Academy Board meetings in one or more books provided for that purpose; (b) see that all notices, including those notices required under the Open Meetings Act, are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the Corporation and see that the seal of the Corporation is affixed to all authorized documents; (d) keep a register of the post office address of each Director; and (e) perform all duties incident to the office of Secretary and other duties assigned by the President or the Academy Board.
- Section 8. Treasurer. The Treasurer of the Corporation shall be a member of the Academy Board. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Corporation; (b) keep accurate books and records of corporate receipts and disbursements; (c) deposit all moneys and securities received by the Corporation in such banks, trust companies or other depositories as shall be selected by the Academy Board; (d) complete all required corporate filings; (e) assure that the responsibilities of the fiscal agent of the Corporation are properly carried out; and (f) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Academy Board.
- Section 9. <u>Assistants and Acting Officers</u>. The Assistants to the officers, if any, selected by the Academy Board, shall perform such duties and have such authority as shall from time to time be delegated or assigned to them by the Secretary or Treasurer or by the Academy Board. The Academy Board shall have the power to appoint any person to perform the duties of an officer whenever for any reason it is impractical for such officer to act personally. Such acting officer so appointed shall have the powers of and be subject to all the restrictions upon the officer to whose office the acting officer is so appointed except as the Academy Board may by resolution otherwise determine.
- Section 10. <u>Salaries</u>. Officers of the Academy Board, as Directors of the Corporation, shall not be compensated for their services. By resolution of the Academy Board, Directors and officers of the Corporation may be reimbursed for reasonable expenses incident to their duties.

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

ARTICLE VIII

CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS

- Section 1. Contracts. The Academy Board may authorize any officer(s), assistant(s) or acting officer(s), to enter into any contract, to execute and deliver any instrument, or to acknowledge any instrument required by law to be acknowledged in the name of and on behalf of the Corporation. Such authority may be general or confined to specific instances, but the appointment of any person other than an officer to acknowledge an instrument required by law to be acknowledged should be made by instrument in writing. When the Academy Board authorizes the execution of a contract or of any other instrument in the name of and on behalf of the Corporation, without specifying the executing officers, the President or Vice-President, and the Secretary or Treasurer may execute the same and may affix the corporate seal thereto. No contract entered into, by or on behalf of the Academy Board, shall in any way bind Bay Mills Community College or impose any liability on Bay Mills Community College, the College Board, its regents, officers, employees or agents.
- Section 2. Loans. No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Academy Board. Such authority may be general or confined to specific instances. No loan, advance, overdraft or withdrawal by an officer or Director of the Corporation, other than in the ordinary and usual course of the business of the Corporation, shall be made or permitted. No loan entered into, by or on behalf of the Academy Board, shall in any way be considered a debt or obligation of Bay Mills Community College or impose any liability on Bay Mills Community College, the College Board, its regents, officers, employees or agents. To avoid creating or perpetuating circumstances in which the possibility of favoritism, conflicts of interest, or impairment of efficient operations may occur, the Corporation will not issue a debt instrument (e.g. loan agreement, promissory note, mortgage, line of credit, etc.) to any person employed by the Corporation or any person who serves on the Academy Board. This prohibition also applies to the issuance of a debt instrument to an entity owned or closely related to any Corporation employee or Academy Board member.
- Section 3. <u>Checks, Drafts, etc.</u> All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents, of the Corporation and in such manner as shall from time to time be determined by resolution of the Academy Board.
- Section 4. <u>Deposits</u>. Consistent with section 1221 of the Code, the Treasurer of the Academy shall deposit the funds of the Academy in a financial institution or in a joint investment authorized by the Code. All additional funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or

other depositories as the Academy Board may select, provided that such financial institution is eligible to be a depository of surplus funds under Section 6 of Act No. 105 of the Public Acts of 1855, as amended, being MCL 21.146 of the Michigan Compiled Laws.

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

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

ARTICLE IX

INDEMNIFICATION

Each person who is or was a Director, officer or member of a committee of the Corporation and each person who serves or has served at the request of the Corporation as a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Corporation to the fullest extent permitted by the corporation laws of the State of Michigan as they may be in effect from time to time. The Corporation may purchase and maintain insurance on behalf of any such person against any liability asserted against and incurred by such person in any such capacity or arising out of his status as such, whether or not the Corporation would have power to indemnify such person against such liability under the preceding sentence. The Corporation may, to the extent authorized from time to time by the Academy Board, grant rights to indemnification to any employee or agent of the Corporation to the fullest extent provided under the laws of the State of Michigan as they may be in effect from time to time.

ARTICLE X

FISCAL YEAR

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

ARTICLE XI

AMENDMENTS

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

ARTICLE XI

CONTRACT DEFINITIONS

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

CERTIFICATION

The Academy Board certifies that these Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by unanimous consent of the Academy Board on the <u>25th</u> day of <u>November</u>, 2013.

Secretary

Michael Revova

Prepared by: LaRae G. Munk (P41154) Law Office of LaRae G. Munk, P.C. 1650 Sanctuary Circle

Howell, MI 48855 517-410-6957

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 Taylor Exemplar Academy, a public school academy.

Preliminary Recitals

WHEREAS, pursuant to the Code and the Contract, the College Board, as authorizing body, is the fiscal agent for the Academy, and

WHEREAS, the College Board is required by law to forward any State School Aid Payments received from the State of Michigan ("State") on behalf of the Academy to the Academy,

NOW, THEREFORE, in consideration of the premises set forth below, the parties agree to the following:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.01. <u>Definitions</u>. 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. <u>Transfer to Academy</u>. 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. <u>Limitation of Duties</u>. 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 <u>Eligibility for State School Aid Payments</u>. 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. <u>Compliance with State School Aid Act</u>. 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. <u>Mid-Year Transfers</u>. 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. <u>Repayment of Overpayment</u>. 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. <u>Deposit of Academy Funds</u>. 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. <u>Records</u>. 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, 2014, 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. <u>Representations</u>. 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. <u>Limitation of Liability</u>. 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.

Acknowledgement 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 Taylor Exemplar Academy.

BY:

Mary G. Martin, Acting Director Bureau of State and Authority Finance Michigan Department of Treasury

Date: June 17 , 2014

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 Taylor Exemplar Academy (the "Academy"), a public school academy.

Preliminary Recitals

WHEREAS, the College Board, subject to the leadership and general supervision of the State Board of Education over all public education, is responsible for overseeing the Academy's compliance with the Contract and all Applicable Law,

NOW, THEREFORE, in consideration of the premises set forth below, the parties agree to the following:

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.01. <u>Definitions</u>. 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 Michigan Educational Assessment Program(s), nationally recognized norm-referenced achievement test(s) or other assessment programs selected by the Academy are or have been appropriately administered 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. <u>Compliance Certification Duties</u>. 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.
- 1. 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.

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. <u>Waiver and Delegation of Oversight Procedures</u>. 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. <u>Records</u>. 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. <u>Administrative Fee</u>. The Academy agrees to pay to the College Board an administrative fee of 3% of the State School Aid Payments received by the Academy. This fee shall be retained by the College Board from each State School Aid Payment received by the College Board for forwarding to the Academy. This fee shall compensate the College Board for overseeing the Academy's compliance with the Contract and all Applicable Law and other related activities for which compensation is permissible.

Section 4.02. <u>Time of the Essence</u>. 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.

ARTICLE V

TRANSPARENCY PROVISION

Section 5.01. Information to Be Made Publicly Available by the Academy and ESP,

- A. <u>Information to Be Made Publicly Available by the Academy</u>. 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:
- 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
- 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
- Copy of Academy Board approved budget and amendments to the budget
 - 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
- Copies of administrator and teacher certificates or permits for all current administrative and teaching staff
- Evidence of fingerprinting, criminal back-ground and record checks and unprofessional conduct check required by the Code for all Academy teachers and administrators
- 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. <u>Information to Be Made Publicly Available by the ESP</u>. The following information is specifically included within the types of information available to the Academy by the Educational Service Provider (if any) in accordance with Section 12.17(b) of the Terms and Conditions:
- 1. Any information needed by the Academy in order to comply with its obligations to disclose the information listed under Section 5.01(A) above

CONTRACT SCHEDULE 5 DESCRIPTION OF STAFF RESPONSIBILITIES

DESCRIPTION OF STAFF RESPONSIBILITIES

Principal	5-1
Dean	.5-2
Teacher	5-3
Special Education Teacher	.5-4
Registrar	5-5
Library Technology Specialist	5-6
Instructional Aide	5-7
Educational Service Provider Agreement	.5-8

Description of Staff Responsibilities

Responsibilities for Staff Members:

Following is a brief discussion of the main positions and their responsibilities. Some positions, such as custodian, may be contracted labor.

All staff must meet all applicable state certification and other requirements for his/her position.

Principal

Employed by: National Heritage Academies Reports to: Director of School Quality

The Principal is responsible for the following:

- · Hire and evaluate school staff
- Develop and evaluate educational program to ensure conformance to state, federal, school Board, and National Heritage Academies' standards
- Develop and coordinate educational programs through meetings with staff, review of teachers' activities, and issuance of directives
- Confer with teachers, students, and parents concerning educational and behavioral problems in school
- Establish and maintain relationships with colleges, community organizations, and other schools to coordinate educational services
- Facilitate parent education and involvement
- Requisition and allocate supplies, equipment, and instructional material as needed
- Direct preparation of class schedules, cumulative records, and attendance reports
- Monitor safety and security of students, staff, visitors, and school facility
- Monitor school budget and manage expenses
- Direct building maintenance and custodial services
- Develop and administer educational programs for students with mental or physical disabilities

- Must meet state requirements for elementary principals.
- Master's degree (M.A.) or equivalent; or four to ten years related experience and/or training; or equivalent combination of education and experience.
- Demonstrated successful leadership as a school principal.
- Demonstrated successful teaching experience.
- Exhibited leadership in working with professional staff, students, and the community.

Dean

Employed by: National Heritage Academies

Reports to: Principal

The role of the Dean was designed to share and distribute leadership more effectively within the school structure. The primary responsibility of the Dean is to observe, coach, and provide feedback weekly with one-on-one conversations with all assigned teachers. Responsibilities of a Dean will also include the following:

- Oversee and monitor that Moral Focus curriculum is integrated into lesson design and delivery
- Deliver professional development
- Provide training for effective classroom management (including creating and implementing social contracts)
- Train and support a consistent student discipline program
- Monitor Special Education students in various settings and provide feedback
- Monitor lesson plans to prescribed template weekly
- Facilitate wing and grade level meetings as assigned

- Valid teaching certificate/license with appropriate endorsements.
- Two to three years of teaching experience, preferably at a school managed by National Heritage Academies.
- Ability to establish and maintain effective working relationships with students, peers, parents and community.
- Responsible in completing tasks and problem solving.
- Demonstrates organization skills.
- Encourages excitement in teachers,
- Demonstrates vision for continuous improvement in school academics and learning.

Teacher

Employed by: National Heritage Academies

Reports to: Dean

Teachers are responsible to implement the curriculum, coordinate with educational assistants, maintain current achievement level information, assign additional studies to students not meeting or exceeding achievement, keep accurate student records, and establish classroom procedures. Teachers are also responsible to order supplementary education materials, request parent volunteers and report all education-related activities to the Principal.

Responsibilities:

- Strategically plan the year's learning objectives
- Model enthusiasm for learning
- Teach the curriculum provided for the grade level
- Provide thoughtfully-prepared, high-quality lessons each day
- Develop materials as needed for all academic subjects to ensure excellent opportunities for students to master material
- Assess student learning and check frequently for mastery of material
- Provide parents with regular feedback regarding their student's progress through verbal contact, written contact, progress reports, report cards, and parent/teacher conferences
- Promote character development by establishing an atmosphere of integrity, high expectations, and sensitivity
- Maintain a neat, orderly, functional, cheerful-looking classroom
- Work effectively with his/her grade level team (where applicable) and the rest of the staff team
- Supervise recess periods, lunch periods, and other activities when a parent volunteer is not available
- Follow the Student Discipline Policy and all other discipline policies
- Grow professionally through further academic studies
- Understand and support all aspects of the Employee Handbook and Benefit Plan Descriptions
- Use AtSchool® to record grades, report attendance, complete report cards, and access online educational materials
- Assist the Principal in other duties as requested

- Bachelor's Degree and appropriate Teaching Certificate/Licensure
- Demonstrated ability to communicate and work effectively with parents
- Demonstrated ability to adapt to individuals specific needs
- Demonstrated ability to adapt to differences and changes in characteristics of students, programs, leadership, staff and community
- Demonstrated ability to utilize varied teaching methodologies to accommodate students' unique learning styles

- Demonstrated ability to evaluate tests and measurements of achievement
- · Demonstrated ability to work effectively as a team member

Special Education Teacher

Employed by: National Heritage Academies

Reports to: Dean

The Special Education Teacher at the school is a versatile individual who specializes in working with students with disabilities and their families to maximize their potential.

Responsibilities:

- · Provide direct and indirect instruction
- Provide long and short term planning that addresses individual needs of students
- Evaluate students' progress
- Teach a multi-model approach
- · Provide an inviting, exciting, innovative, learning environment
- Establish and maintain classroom management procedures
- Report directly to the Dean of Student Services
- Prepare written reports accurately and submit in a timely manner
- Effectively communicate with regular education teachers, parents and administrators to facilitate the IEPC procedure
- Effectively consult with parents, students, teachers and administration
- Provide professional liaison between school and home when necessary
- · Remain current on rules set forth in special education law
- Maintain privacy of student records and information

- Michigan Elementary Teaching Certificate
- Michigan Special Education Certification
- Demonstrated ability to communicate and work effectively with parents
- Demonstrated ability to adapt to individuals specific needs
- Demonstrated ability to adapt to differences and changes in characteristics of students, programs, leadership, staff and community
- Demonstrated ability to utilize varied teaching methodologies to accommodate students' unique learning styles
- · Demonstrated ability to evaluate tests and measurements of achievement
- Demonstrated ability to work effectively as a team member

Registrar

Employed by: National Heritage Academies

Reports to: Principal

The Registrar will maintain the school office and provide assistance to students, parents, and staff.

Responsibilities:

- · Maintain and update record-keeping at the school
- Answer phones
- Maintain student counts
- Maintain student database
- · Maintain student master schedule
- Provide assistance to staff and students
- Perform as a receptionist for the school

- Ability to word process and utilize a database accurately
- Demonstrated ability to communicate and work effectively with staff and parents
- Ability to adapt to constantly changing needs
- Demonstrated ability to adapt to differences and changes in characteristics of students, programs, leadership, staff, and community

Library Technology Specialist

Employed by: National Heritage Academies

Reports to: Principal

The Library Technology Specialist's role is to provide the leadership and expertise necessary to ensure that the library and technology programs are an integral part of the instructional program of the school. The Library Technology Specialist will assume the responsibility of leader, trainer, manager, teacher, and information specialist.

Responsibilities:

- Work with administrators and school personnel to develop long range goals and objectives for the school library and technology programs
- Serve as the primary contact for the IT Department in the school
- Initiate and maintain contact with Principal, teachers, and students to implement library and technology programs
- Communicate the philosophy and goals of the school library and technology programs to the students, teachers, administration and community
- Plan, teach, evaluate and reinforce instruction designed to make students and staff effective users of information
- Make resources available to students and teachers through a systematically developed and organized collection of library media materials and technology
- Arrange for flexible scheduling of library and technology
- Assist teachers to promote reading and guide students in the individual choice of books for recreational and research reading
- Participate in school leadership and strategic planning at the building level
- Provide staff development opportunities for school personnel in the selection, use, evaluation and availability of media
- Provide indirect supervision of the library technology aide and volunteer staff in the library and technology center(s)

Qualifications:

 Bachelor's Degree along with appropriate certification/licensure for teaching in a library/media center setting

Instructional Aide

Employed by: National Heritage Academies

Reports to: Teacher

The Instructional Aide at the school will provide assistance and support under the direct supervision of a certified or licensed teacher, as needed. The Instructional Aide's responsibilities include but are not limited to:

Responsibilities:

- Assist with oversight and technical operations of computer laboratories
- Assist with physical care tasks and health-related activities as appropriate
- Assist students with behavioral/management needs
- Assist with setting up laboratory equipment, conducting experiments, and performing limited reviews of student laboratory reports
- Assist with technical preparation and production of media programs
- Read to and play audio-visual materials for children
- Assist with proctoring examinations and other related tasks
- Assist with correcting test papers, recording grades, maintaining files, and preparing statistical reports
- Manage records, materials, and equipment
- Supervise students

SERVICES AGREEMENT

THIS SERVICES AGREEMENT ("Agreement") by and between National Heritage Academies, Inc., a Michigan corporation ("NHA"), and Taylor Exemplar Academy, a body corporate and public school academy (the "School") is effective the 1st day of July, 2014 (the "Effective Date"). For purposes of this Agreement, NHA and the School shall be referred to collectively as the "Parties."

RECITALS

WHEREAS, the School was issued a Charter Contract by Bay Mills Community College Board of Regents (the "Authorizer") to operate a public school academy pursuant to the Michigan Revised School Code (the "Code"); and

WHEREAS, the Parties desire to work together to promote educational excellence and innovation based on NHA's school design, comprehensive educational program and management principles; and

WHEREAS, the Parties desire to set forth the terms and conditions of such a relationship in this Agreement;

NOW, THEREFORE, for good and valuable consideration, including the mutual promises and benefits contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

CONTRACTING RELATIONSHIP

- A. <u>Services</u>. Subject to the terms and conditions of this Agreement, and as permitted by applicable law, the School hereby contracts with NHA for the provision of certain educational, business administration, facility, and management services, including without limitation, all labor, equipment, and materials necessary for the provision of the same, as set forth herein (collectively, the "Services").
- B. <u>Charter</u>. This Agreement shall: (i) be subject to and comply with the terms and conditions of the Charter Contract and the School's Charter Application (collectively, the "Charter"); and (ii) not be construed to interfere with the constitutional, statutory, or fiduciary duties of the School's Board of Directors (the "Board"). NHA agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the School's obligations under the Charter issued by the Authorizer. The provisions of the School's Charter shall supersede any competing or conflicting provisions contained in this Agreement.
- C. <u>Independent Contractor</u>. NHA shall provide the Services as an independent contractor, and not as an employee, partner, agent, or associate of the School. This independent contractor relationship shall extend to the officers, directors, employees, and representatives of

NHA. Consistent with the status of an independent contractor, NHA reserves to itself the right to designate the means and methods of accomplishing the objectives and purposes of this Agreement consistent with Board policy, applicable law and the Charter. NHA shall be solely responsible for its acts and the acts of its agents, employees and subcontractors. The relationship between the Parties is based solely on the terms and conditions of this Agreement, and the terms and conditions of any other written agreement between the Parties.

D. Designations and Appointments.

- 1. The Board shall by Board resolution appoint the Board Treasurer, or such other officer as determined by the Board, to serve as the chief administrative officer of the School (the "CAO") under the Uniform Budgeting and Accounting Act, MCL 141.421 et seq. (the "Budgeting and Accounting Act"). Notwithstanding any other provision of the Agreement to the contrary, the Board resolution shall designate NHA's chief financial officer, or such other NHA officer or employee as is mutually agreed upon by NHA and the Board, as the designated agent of the CAO to assist the CAO with the performance of the CAO's duties under the Budgeting and Accounting Act.
- 2. NHA, including its directors, officers, and employees are hereby designated as "School Officials" for purposes of the Family Educational Right and Privacy Act, and its implementing regulations, 20 U.S.C. §1232g et seq. (FERPA); 34 CFR § 99.31(a)(1)(i)(B). Additionally:
- (a) NHA agrees that it shall observe Board policies and applicable law regarding the confidentiality of Covered Data and Information. Covered Data and Information ("CDI") includes paper and electronic student education record information and includes, without limitation, "education records" as defined under FERPA, 34 CFR § 99.1. CDI also includes any new records created and maintained by NHA under this Agreement using CDI.
- (b) NHA shall not use or disclose CDI received from or on behalf of the School except as permitted or required by this Agreement and/or applicable law.
 - (c) Upon termination or other conclusion of this Agreement, NHA shall return all CDI to the School.
 - (d) NHA shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all CDI received from, or on behalf of, the School or its students. These measures will be extended by contract to include subcontractors used by the NHA.
 - (e) NHA, within two business days of discovery, shall report to the Board any use or disclosure of CDI not authorized by this Agreement. NHA's report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what NHA has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action NHA has taken or shall take to prevent future similar unauthorized use or

disclosure. NHA shall provide such other information, including a written report, as reasonably requested by the Board.

3. NHA, its directors, officers, and employees may be designated by the School for other purposes by a written resolution of the Board.

ARTICLE II

TERM & TERMINATION

A. <u>Term.</u> This Agreement shall commence on the Effective Date, and unless terminated as set forth herein, shall continue until the revocation, termination or expiration of the Charter currently in effect (the "**Term**"). The parties acknowledge that the Authorizer, as part of any reauthorization or renewal, may require that the School and NHA submit an amended or restated Agreement for review by the Authorizer. The first school year of this Agreement shall commence July 1, 2014 and continue to June 30, 2015, and each school year thereafter shall commence on July 1 and end on June 30 of the following year.

B. Termination.

- 1. By NHA. NHA may terminate this Agreement prior to the end of the Term if the Board fails to remedy a material breach of this Agreement within thirty (30) days after receiving a notice from NHA of such breach. For purposes of this Subsection, a material breach (which for the sake of clarity is a default hereunder) includes, but is not limited to: (i) NHA's failure to timely receive any compensation or reimbursement required by this Agreement; or (ii) a suspension, termination, revocation, or non-renewal of the Charter.
- 2. By the School. The School may terminate this Agreement prior to the end of the Term if NHA fails to remedy a material breach of this Agreement within (30) days after receiving notice from the School of such breach. For purposes of this Subsection, a material breach includes, but is not limited to: (i) NHA's failure to account for expenditures or pay operating costs pursuant to the Budget (as defined below); (ii) NHA's failure to follow policies, procedures, rules, regulations or curriculum adopted by the Board, provided they do not violate the Charter, applicable law, or this Agreement; (iii) a receipt by the Board of an unsatisfactory report from NHA or an independent education consultant retained by the Board regarding the Services or the School's performance, provided the unsatisfactory performance cannot be adequately corrected or explained; (iv) a determination that this Agreement or its implementation would serve as grounds for suspension, termination, revocation, or non-renewal of the Charter; (v) a determination that this Agreement or its implementation would jeopardize material tax exemptions of the School or its non-profit status; or (vi) any action or inaction by NHA that places the Charter in jeopardy of termination, suspension or revocation.
- 3. By Either Party. Either party may terminate this Agreement prior to the end of the Term, with or without cause, by providing the other party with at least ninety (90) days' prior written notice.

- 4. Revocation or Termination of Charter. If the School's Charter issued by the Authorizer is suspended, revoked or terminated, or a new Charter is not issued to the School after expiration of the Charter, this Agreement shall automatically be suspended or terminated, as the case may be, on the same date as the School's Charter is suspended, revoked, terminated or expires without further action of the parties.
- 5. If this Agreement is terminated prior to the end of the Term other than as provided for in Article II(B)(4) of this Agreement, and unless otherwise agreed by the Parties, such termination will not become effective until the end of the then-current school year.
- C. <u>Effect of Termination</u>. Upon the effective date of termination or expiration of this Agreement:
- Subject to any provisions contained in a lease between the Parties, the Parties shall have the right to remove from the School any equipment or other assets owned or leased by the respective Party;
- 2. The School shall pay or reimburse NHA through the Fee (as defined below) for the prepaid portion of any expenses or liabilities incurred by NHA pursuant to the Budget as of the date of such termination or expiration, provided NHA supplies the School with documentation of all such expenses and liabilities;
- 3. NHA may agree, in its sole discretion, to assist the School for a reasonable amount of time, not to exceed ninety (90) days, and for a reasonable fee, with the School's transition to another administrative, managerial, or services arrangement;
- 4. NHA shall, if applicable, reasonably assist the School in the execution of a closure and dissolution plan and cooperate in the closure and dissolution process, including without limitation, in any audits and court or other proceedings related thereto; and
- 5. The party to whom Confidential Information (as defined below) has been disclosed shall, upon request and at the direction of the disclosing party: (i) return such Confidential Information within thirty (30) days, including any copies thereof, and cease its use; or (ii) destroy such Confidential Information and certify such destruction to the disclosing party, except for a single copy thereof which may be retained for the sole purpose of determining the scope of any obligations incurred under this Agreement, and except where disclosure or retention is required by applicable law.

ARTICLE III

OBLIGATIONS OF NHA

A. Manager at Risk. NHA shall be responsible and accountable to the Board for providing the Services. During the Term, NHA shall provide the Services regardless of whether actual revenue meets the level projected in the Budget, and NHA hereby assumes the risk of

funding shortfalls during the Term. Notwithstanding the foregoing, NHA shall not be required to expend funds on Services in excess of the amount set forth in the Budget.

- B. <u>Comprehensive Educational Program</u>. The School has determined to adopt NHA's proprietary educational and academic programs and goals, as set forth in the Charter (the "Educational Program"). Subject to the oversight of the Board, NHA shall implement and administer the Educational Program. In the event that NHA reasonably determines that it is necessary or advisable to make material changes to the Educational Program, NHA shall inform the Board of the proposed changes and obtain the Board's approval before making such changes, as well as the Authorizer's approval if required by the Charter or applicable law. The Parties acknowledge and agree that an essential principle of the Educational Program is its flexibility, adaptability and capacity to change in the interest of continuous improvement and efficiency. Not less than annually or as reasonably requested by the Board, NHA shall provide the Board with a report detailing progress made on each of the educational goals set forth in the Educational Program. The school year calendar and the school day schedule shall be approved by the Board as required under the Charter.
- C. <u>All Children Welcome</u>. NHA places a high value on diversity, and the School shall welcome students of all races, ethnicity, religion, gender and economic backgrounds.
- D. <u>Services to Students with Disabilities</u>. NHA welcomes students with disabilities at the School. NHA shall provide special education and related services, in conformity with the requirements of applicable law, to students who attend the School.
- E. <u>Educational and Administrative Services</u>. Subject to the oversight of the Board, NHA shall implement operational practices and procedures that are consistent with the Budget, Board policy, the Charter and applicable law. Such practices and procedures shall include, but are not limited to:
 - Student recruitment and student admissions.
 - Student assessments, including testing, promotion, and retention.
- 3. The acquisition of instructional materials, equipment and supplies, and the administration of any and all extra-curricular and co-curricular activities and programs approved by the Board and NHA.
- Employment of personnel assigned to work at the School and management of all personnel functions, as set forth herein.
 - All aspects of the School's business administration, as provided in this Agreement.
- 6. All aspects of the School's accounting operation, including general ledger management, financial reporting, payroll, employee benefits and payroll tax compliance.
 - 7. Food service and transportation approved by the Board and NHA.

- 8. All aspects of facilities administration and maintenance, as provided in this Agreement.
 - 9. Student behavior management and discipline.
- F. <u>Location of Services</u>. Other than instruction, and unless prohibited by the Charter or applicable law, NHA may provide the Services, including but not limited to, purchasing, professional development and administrative services, off-site.
- G. <u>Subcontracts</u>. NHA reserves the right to subcontract any and all aspects of the Services. NHA shall not subcontract the oversight of the Educational Program, except as specifically permitted in this Agreement or with prior written approval of the Board. Notwithstanding the foregoing, the Board specifically acknowledges and agrees that from time to time NHA may use third parties or independent contractors to assist in the creation and development of Educational Materials (as defined below) that may be used as a part of the Educational Program.
- II. <u>Pupil Performance Standards and Evaluation</u>. Consistent with the Charter, NHA shall implement pupil performance evaluations that permit evaluation of the academic progress of each School student. NHA shall be responsible and accountable to the Board for the academic performance of students who are enrolled at the School. NHA shall utilize assessment strategies required by the Charter and applicable law. The Board and NHA shall cooperate in good faith to identify academic goals and methods to assess such academic performance. NHA shall provide the Board with timely reports regarding student performance.
- I. <u>Unusual Events</u>. NHA shall timely notify the Board and the Administrator (as defined below) of any anticipated or known material: (i) health or safety issues, including all mandatory reporting required by applicable law; (ii) labor, employee or funding issues; or (iii) other issues that may reasonably and adversely impact the School's ability to comply with the Charter, applicable law or this Agreement.
- J. School Records. The financial and education records pertaining to the School (collectively, the "School Records"), are property of the School. Except as may be prohibited or limited by the Charter or applicable law, the School Records shall be available to the Board and the Authorizer for their review, and are subject to inspection and copying to the same extent that records of public schools are subject to inspection and copying pursuant to applicable law. All School Records shall be physically or electronically available at the School's physical facility upon request made by the Board or the Authorizer. NHA shall provide the Board on a timely basis all information that is required to be disclosed under section 22f of the State School Aid Act of 1979, MCL 388.1622f.

On an annual basis, NHA agrees to provide the Board the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 388.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Board shall make the information available on the School's website homepage, in a form and manner prescribed by the Michigan Department

of Education. The defined terms in section 503c and 553c of the Code, MCL 380.503c and MCL 380.553c, whichever is applicable, shall have the same meaning in this Agreement.

NHA shall make information concerning the operation and management of the School, including without limitation the information described in Schedule 4 of the Charter, available to the School as deemed necessary by the Board in order to enable the School to fully satisfy its obligations under Section 12.17(a) of the Terms and Conditions of the Charter.

- K. <u>Facility</u>. NHA shall use reasonable efforts to secure a facility to be leased or otherwise provided to the School on terms mutually agreeable to NHA and the Board. Obligations of the Board created under the terms of such lease are to be fulfilled by NHA unless otherwise agreed to in writing by NHA and the Board; provided, however, in the event an issue or dispute arises under the terms of the lease or related to the facility, the Board retains the right and authority to deal directly with NHA to resolve the issue or dispute. The facility shall comply with the requirements of the Charter and applicable law. NHA shall also use reasonable efforts to cause the facility to be furnished with equipment and technology as is reasonably necessary to implement the Educational Program.
- L. <u>Legal Compliance</u>. NHA will implement and enforce rules, regulations and procedures applicable to the School that are consistent with adopted Board policy, if any, and the Educational Program in accordance with the Charter and applicable law, including without limitation, rules, regulations, and policies regarding non-discrimination, discipline, special education, confidentiality and access to records.
- M. <u>Board Policies/NHA Practices and Procedures</u>. The Board shall adopt policies as required by law and as otherwise deemed appropriate by the Board. NHA will develop and administer practices and procedures consistent with Board policies, and make such practices and procedures available to the Board upon request.
- N. <u>Assistance to the Board</u>. NHA shall cooperate with the Board and, to the extent consistent with the Charter and applicable law, timely furnish the Board with all documents and information necessary for the Board to properly perform its responsibilities under this Agreement.

ARTICLE IV

OBLIGATIONS OF THE BOARD

- A. <u>Board Policies</u>. The Board shall be responsible for the fiscal and academic policies of the School. The Board shall exercise good faith in considering the recommendations of NHA, including but not limited to, NHA's recommendations regarding policies, rules, regulations and the Budget (as defined below).
- B. <u>Academy Budget</u>. The Board is responsible for establishing, approving and amending the Budget in accordance with the Budgeting and Accounting Act.

- C. Governance Oversight. The Board shall provide governance level and fiduciary oversight of the School in accordance with the Charter and applicable law. The Board shall cooperate with NHA and, to the extent consistent with applicable law, timely furnish NHA all documents and information necessary for NHA to properly perform its responsibilities under this Agreement.
- D. <u>Unusual Events</u>. The Board shall timely notify NHA of any anticipated or known material: (i) health or safety issues; (ii) labor, employee or funding issues; or (iii) other issues that may reasonably and adversely impact NHA's ability to comply with the Charter, applicable law, or this Agreement.
- E. Office Space. The Board shall provide NHA with suitable office space at the School, provided the requested space is: (i) available and can be provided without materially prejudicing the Educational Program; and (ii) used only for activities related to the School. The space shall be provided at no cost to NHA.
- F. <u>Retained Authority</u>. The Board shall retain the authority to adopt reasonable policies in accordance with applicable law relative to anything necessary for the proper establishment, maintenance, management, and operation of the School.

ARTICLE V

INTELLECTUAL PROPERTY

Definitions.

- 1. "Educational Materials" means all curriculum, print and electronic textbooks, instructional materials, lesson plans, teacher guides, workbooks, tests, and other curriculum-related materials licensed, developed or otherwise owned by the School or NHA.
- 2. "Confidential Information" means any confidential and non-public trade, technical or business knowledge, information and materials regarding the School or NHA (or their respective affiliates), which is given by one party to the other, or any of their respective representatives, in any form, whether printed, written, oral, visual, electronic or in any other media or manner. Confidential Information includes, but is not limited to, research, operations and procedures, financial projections, pricing, sales, expansion plans and strategies, services data, trade secrets and other intellectual property, or the results of any mediation or private adjudication, as well as information with respect to each party's or its affiliates' plans for market expansion, except for information which a party can show by contemporaneous written records was developed or formulated independently of work or services performed for, or in connection with performance of, this Agreement. Notwithstanding the foregoing, the disclosure of the other party's Confidential Information as required to be disclosed by law, rule or regulation or by reason of subpoena, court order or government action shall not constitute a breach of this Agreement; however, in such event the party required to disclose such information will reasonably cooperate with the party whose information is required to be disclosed in order to

obtain a protective order applicable to such disclosure. All Confidential Information will remain the sole property of the party disclosing such information or data.

- B. <u>School Materials</u>. The School shall own all right, title and interest in and to Educational Materials that are: (i) licensed or owned by the School as of the Effective Date; or (ii) licensed, developed, characterized, conceived, derived, generated, identified, or otherwise made by the School during the Term, provided such materials do not reference the NHA Materials (as defined below), or incorporate any Confidential Information of NHA (collectively, the "School Materials"). The School Materials shall include all intellectual property rights associated therewith.
- Materials. NHA shall own all right, title and interest in and to Educational Materials that are: (i) licensed or owned by NHA as of the Effective Date; (ii) licensed, developed, characterized, conceived, derived, generated, identified, or otherwise made by NHA during the Term, provided such materials do not reference School Materials or incorporate any Confidential Information of the School; and (iii) any and all Educational Materials and non-curriculum materials provided to the School by NHA relating to the Educational Program, including all changes and derivatives thereof (collectively, the "NHA Materials").
- D. <u>Derivative Works</u>. The Parties acknowledge that to the extent any Educational Materials created by the School are derivative of the NHA Materials, use of such derivative materials during the Term is subject to the license granted herein, and the license to use such derivative materials shall cease as of the date of expiration or termination of this Agreement.
- E. <u>No Transfer or Sale</u>. The School acknowledges and agrees that NHA is not transferring or selling, and the School is not receiving, purchasing or acquiring, any intellectual property or proprietary rights in or to the NHA Materials.
- F. <u>Licenses</u>. NHA hereby grants the School a non-exclusive, non-transferable license (without the right to sublicense) to use the NHA Materials, and any Educational Materials created by the School which are derivative of the NHA Materials, solely in furtherance of the Educational Program during the Term, including without limitation, the right to reproduce, publicly display, distribute and create derivative works of the same, in hard copy format or electronically, within the United States. The School represents and warrants that during the Term, and following the expiration or termination of this Agreement, the School will not exploit or assist any third party to exploit any of the NHA Materials for commercial purposes. Subject to applicable law, the School grants NHA a non-exclusive, non-transferable license (without the right to sublicense) to use the School Materials, solely in furtherance of the Educational Program during the Term, including without limitation, the right to reproduce, publicly display, distribute and create derivative works of the same, in hard copy format or electronically, within the United States.
- G. NHA Marks. During the Term, NHA grants the School a non-exclusive, revocable, non-transferable license (without the right to sublicense) to use NHA's trade name(s) and NHA's trademark(s) (the "NHA Marks") solely for the purposes of promoting and advertising the School. NHA shall have the opportunity to review and approve all artwork, copy

or other materials utilizing the NHA Marks prior to any production or distribution thereof. All uses of the NHA Marks require NHA's prior written permission. The School shall acquire no rights in or to the NHA Marks, and all goodwill associated with the NHA Marks shall inure to the benefit of and remain with NHA. Upon expiration or termination of this Agreement, the School shall immediately discontinue use of the NHA Marks and shall remove the NHA Marks from its locations, vehicles, websites, telephone directory listings and all other written or electronic promotional materials.

H. <u>Assignment</u>. Each party shall, and hereby does assign to the other, with full title guarantee and without additional compensation, such right, title and interest in and to any intellectual property as is necessary to fully affect the ownership provisions set out herein, and any accrued rights of action in respect thereof. Each party shall, if so requested by the other, execute all such documents and do all such other acts and things as may be reasonably required to comply with this Agreement to vest in the appropriate party all rights in the relevant intellectual property and shall procure execution by any named inventor of all such documents as may reasonably be required by the other party in connection with any related patent application.

ARTICLE VI

SOLICITATION AND USE OF PRIVATE FUNDS

NHA shall seek the Board's approval prior to soliciting any non-governmental grants, donations or contributions on behalf of the School. Any such funds received shall be used solely in accordance with the purpose for which they were solicited, applicable donor restrictions, or as otherwise approved by the Board. Subject to applicable donor restrictions, the Board shall determine the allocation of any such funds subject to this Article that remain unexpended following completion of the project or purpose for which they were originally designated.

ARTICLE VII

FINANCIAL ARRANGEMENTS

- A. Revenues. Except as provided herein, all monies received by the School shall be deposited in the School's depository account within three (3) business days with a financial institution acceptable to the Board; provided, however, that upon receipt of a notice from NHA, the School shall pay all such funds owing under this Agreement directly to NHA's account at the financial institution designated by NHA and specified in such notice. The signatories on the School depository account shall solely be Board members. Interest income earned on the School's depository account shall accrue to the School. Except as specifically excluded by this Agreement, the term "Revenues" shall include all funds received by or on behalf of the School, including but not limited to:
 - Funding for public school students enrolled at the School.

- Special education funding provided by the federal and/or state government that is directly allocable to special education students enrolled at the School.
- Gifted and talented funding provided by the federal and/or state government that is directly allocable to gifted and talented students enrolled at the School.
- At-risk funding provided by the federal and/or state government that is directly allocable to at-risk students enrolled at the School.
- Funding provided by the federal and/or state government that is directly allocable to students enrolled at the School with limited English proficiency.
- All other federal and/or state grant sources, including, but not limited to,
 Title I and any start-up funding allocable to the School.
- 7. Grants and donations received by the School to support or carry out programs at the School (except to the extent NHA is not required or involved in soliciting, administering or managing the contribution and/or donation, in which case such funds shall be deposited in the Board Spending Account (as defined below)).
- Fees charged to students as permitted by law for extra services provided by NHA as approved by the Board.

The expenditure of any Revenues received from governmental entities shall be consistent with all applicable regulations and policies. The expenditure of any Revenues received from non-governmental grants, contributions and donations shall be made consistent with the provisions of Article VI.

- B. <u>Budget</u>. NHA shall provide the Board with an annual proposed Budget prepared and maintained in accordance with the Charter, the Michigan Budgeting and Accounting Act, and applicable law (the "Budget"). The Budget shall include all of the School's projected revenues and expenses at the object level as described in the Michigan Department of Education's Michigan School Accounting Manual. For the School's first school year, the Budget shall be submitted prior to the beginning of the school year. Thereafter, the Budget shall be submitted to the Board prior to June 1 for the next school year.
- C. Review and Approval of Budget. The Board shall be responsible for reviewing, revising and approving the Budget in accordance with the Charter and applicable law. At the direction of either NHA or the Board, with the approval of the Board, the Budget shall be amended from time to time as necessary.
- D. <u>Board Spending Account</u>. Notwithstanding any other provision of this Agreement to the contrary, each school year during the Term, NHA shall allocate to an account controlled by the Board an amount equal to the lesser of: (i) 2% of state per pupil aid reflected in the Budget for that respective school year, or (ii) \$35,000 (the "Board Spending Account").

The aforesaid amount shall be deposited by NHA into the Board Spending Account pro-rata during the course of the School's school year as Revenues are received. All funds in the Board Spending Account are the property of the School and may be used by the School at the discretion of the Board. Funds in the Board Spending Account that are not spent by the School during the school year shall carry over annually. Items purchased by NHA for the School and paid for by the School with funds from the Board Spending Account, such as non-proprietary instructional and/or curriculum materials, books, supplies and equipment, shall be the property of the School. The property of the School excludes items leased, financed or purchased by NHA with the Fee (as defined below). NHA agrees not to add any fees or charges to the cost of equipment, materials or supplies purchased by NHA at the request of or on behalf of the School with funds from the Board Spending Account. NHA, in making such purchases for the School pursuant to this subsection, shall comply with applicable law, as if the School were making such purchases itself from a third party, and shall provide the Board, upon request, available documentation evidencing the costs associated with such purchases. NHA shall maintain a listing of all assets owned by the School and shall provide the list to the Board annually upon request.

- E. Fee. NHA shall receive all Revenues as its services fee (the "Fee"), from which it shall pay all operating costs of the School as detailed in the Budget. NHA and the Board acknowledge that operating costs includes an administrative fee payable to the Authorizer as set forth in the Charter. Payment of the Fee shall be made on the same frequency that the School receives its Revenues. NHA shall be entitled to retain as compensation for the Services the difference, if any, between the Fee and the amount actually expended by NHA in operation and/or management of the School during the School's fiscal year. NHA agrees not to add any fees or charges to the cost of equipment, materials or supplies purchased by NHA at the request of or on behalf of the School.
 - F. No Loans. NHA shall not make or extend loans to the Board.
- G. Other Schools. The School acknowledges that NHA has entered into similar services agreements with other schools. NHA shall maintain separate accounts for expenses incurred in the operation of the School and other schools assisted by NHA, and shall reflect in the School's financial records only those expenses incurred in the operation of the School. If NHA incurs expenses that are for both the benefit of the School and other schools assisted by NHA, then NHA shall allocate, to the extent permitted by law, such expenses among all such affected schools, including the School, on a prorated basis based upon the number of enrolled students, the number of classrooms, or the number of teachers at the affected schools, or on such other equitable basis as is reasonably determined by NHA. In no event shall marketing and development costs incurred solely for the benefit of NHA and other schools (and not the School) be allocated to the School.
 - H. <u>Financial Reporting</u>. NHA shall provide the Board with:
 - 1. At least annually, the Budget as required by this Agreement.
- 2. Monthly, financial statements no more than forty-five (45) days in arrears and at least one week prior to each Board meeting. These financial statements will include a Balance Sheet, Statement of Revenues, Expenditures and Changes in Fund Balance at object

level detail with a comparison of budget to actual revenue and expenditures and explanations of variances.

- Quarterly, or as reasonably requested by the Board, a report on School operations and student performance.
- 4. As reasonably requested, other information to enable the Board to: (i) evaluate the quality of the Services; and (ii) timely provide all reports and information that are required by the Charter and applicable law.
- I. Access to Financial Records. NHA shall keep accurate financial records pertaining to its operation of the School, together with all School financial records prepared by or in possession of NHA, and shall retain all of the aforereferenced records according to the Charter and applicable law to which such books, accounts, and records relate. NHA and the Board shall maintain the proper confidentiality of personnel, students, and other records as required by law. All records shall be kept in accordance with applicable state and federal requirements.

J. Accounting Standards; Annual Audit.

- The School shall at all times comply with generally accepted public sector accounting principles, accounting system requirements of the State School Aid Act of 1979, as amended, applicable Michigan Department of Education rules, and applicable law.
- The Board shall select and retain an independent auditor to conduct an annual audit of the School's financial matters in accordance with the Charter and applicable law.
- 3. Subject to applicable law, all records in the possession or control of NHA that relate to the School, including but not limited to, financial records, shall be made available to the School and the School's independent auditor. The expense of the annual audit shall be included in the Budget.
- K. <u>Contributions</u>; <u>Repayment</u>. NHA shall make contributions to the School in the event School expenses for the Services exceed Revenues (the "Contributions"). The Contributions, if any, shall be in amounts acceptable to the Parties and, once made, shall be included in the Budget. The School shall not be legally obligated to repay NHA for the Contributions. NHA's agreement to make such Contributions shall not be deemed to negate or mitigate the need for the School to apply for or solicit state or federal grants or sub-grants which the School, as a public school, may be eligible to receive.

ARTICLE VIII

PERSONNEL & TRAINING

A. <u>Qualified Personnel</u>. NHA shall select and hire qualified personnel to perform the Services. NHA shall have the responsibility and authority, subject to this Article, to select, hire,

evaluate, assign, discipline, transfer, and terminate personnel consistent with the Budget, the Charter and applicable law. Personnel working at the School shall be employees of NHA unless otherwise expressly agreed by NHA and the Board. NHA and the Board each shall be responsible for their respective employees. However, the compensation of all employees working at the School shall be included in the Budget. Upon Board request, NHA shall disclose to the Board the level of compensation and fringe benefits provided by NHA to NHA employees working at the School. A criminal background check and unprofessional conduct search in compliance with applicable law shall be conditions for the hiring of or services provided by any person assigned by NHA under this Agreement to regularly and continuously work in any of the School's facilities or at program sites where the School delivers Services. NHA shall pay all salaries, wages, benefits, payroll and other taxes to or on account of its employees. The Academy shall not be liable for the payment of any such salaries, wages, benefits, payroll or taxes thereon for or on behalf of any NHA employee, contractor or agent. NHA acknowledges and agrees that it is the sole and exclusive responsibility of NHA to make the requisite tax filings, deductions and payments to the appropriate federal, state and local tax authorities for and on behalf of all persons employed or engaged by NHA to provide Services under this Agreement. NHA shall conduct employee evaluations consistent with Section 1249 and 1250 of the Code.

The School administrator (the "Administrator") shall be School Administrator. an employee of NHA and not the Board. The duties and terms of the Administrator's employment shall be determined by NHA. The Administrator shall work with NHA in the operation and management of the School. The Administrator shall attend meetings of the Board and shall provide reports to the Board. The accountability of NHA to the School is an essential foundation of this Agreement. NHA shall have the authority, consistent with this Article, to select, hire, evaluate, assign, discipline, transfer and terminate the Administrator, and to hold the Administrator accountable for the performance of the School. Without limiting the foregoing, NHA shall consult with the Board prior to the placement and/or removal of the Administrator. Absent compelling circumstances, the consultation shall commence at least ninety (90) days prior to NHA placing and/or removing the Administrator. NHA shall give due consideration to the input of the Board or the Board's designated representative prior to making a final decision regarding placement and/or removal of the Administrator. NHA shall remove the Administrator if the Board is reasonably dissatisfied with the Administrator's performance. Absent compelling circumstances, however, the Board shall give NHA and the Administrator six (6) months to correct the basis for the Board's reasonable dissatisfaction. The parties agree that the purpose of the above provisions is not to deny the Administrator the opportunity for growth and/or promotion within NHA. Notwithstanding any of the foregoing, the placement of the initial Administrator for the School in its first year of operation shall be made by NHA.

As the employer, NHA shall be solely responsible for the performance evaluation of the Administrator. NHA shall seek feedback from the Board prior to completing an annual Administrator performance evaluation.

C. <u>Teachers</u>. NHA shall, consistent with this Article, assign to perform Services at the School, teachers qualified to teach their assigned subjects and grade level. The curriculum taught by the teachers shall be consistent with the Educational Program. The teachers may, at the discretion of NHA, be assigned to work at the School on a full or part time basis. If assigned

to work at the School on a part time basis, the teacher(s) may also be assigned to work at other schools for which NHA provides services. The cost for such teacher(s) shall be shared proportionately among the schools at which NHA has assigned the teacher(s) to work. Each teacher assigned to work at the School shall hold a valid teaching certificate issued by the state board of education or applicable state agency to the extent required by the Code.

- D. <u>Support Staff</u>. NHA shall, consistent with this Article, assign to perform Services at the School, qualified support staff as needed for NHA to operate the School in an efficient manner. The support staff may, at the discretion of NHA, be assigned to work at the School on a full or part time basis. If assigned to work at the School on a part time basis, the support staff may be assigned to work at other schools for which NHA provides services. The cost for such support staff shall be shared proportionately among the schools at which NHA has assigned the support staff to work. An individual assigned to work at the School that is not teaching, but for which a license is required under applicable law, shall have the appropriate license.
- E. <u>Training</u>. NHA shall provide or procure training in its methods, curriculum, program, and technology to all teaching personnel on a regular basis. Instructional personnel shall be required to obtain at least the minimum hours of professional development as required by applicable law. Non-instructional personnel shall receive training as NHA determines reasonable and necessary under the circumstances.
- F. <u>Background Checks and Qualifications</u>. NHA shall comply with applicable law regarding background checks, unprofessional conduct searches and certification/licensure, as applicable, for all persons working in the School, the costs of which shall be included in the Budget.
- G. <u>Terms of Employment</u>. No member of the staff at the School shall be subject to any covenant not to compete or other employment restriction as part of the terms of his or her employment with NHA for the Services.
- H. <u>Limitations on Discretion</u>. All decisions made by NHA, and any discretion exercised by NHA, in its selection, hiring, evaluation, assignment, discipline, transfer, and termination of personnel, shall be consistent with the Budget, the Charter, the parameters adopted and included in the Educational Program, and applicable law.

ARTICLE IX

INDEMNIFICATION

A. <u>Indemnification of Parties</u>. To the extent not prohibited by the Charter or applicable law, the Parties hereby agree to indemnify, defend, and hold the other (the "Indemnified Party"), harmless from and against any and all third-party claims, actions, damages, expenses, losses or awards which arise out of (i) the negligence or intentional misconduct of the indemnifying party, (ii) any action taken or not taken by the indemnifying party, or (iii) any noncompliance or breach by the indemnifying party of any of the terms,

conditions, warranties, representations, or undertakings contained in or made pursuant to this Agreement. As used herein, Indemnified Party shall include the party's trustees, directors, officers, employees, agents, representatives and attorneys. The Parties may purchase general liability, property, or other insurance policies. Notwithstanding anything in this Agreement to the contrary, the Board shall not be precluded by the terms of this Agreement from asserting or declining to assert a claim of governmental immunity.

Indemnification of Authorizer. The Parties acknowledge and agree that the Authorizer, its Board of Regents and its members, and their respective officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the Parties hereby promise to indemnify and hold harmless the Authorizer, its Board of Regents, and its members, and their respective officers, employees, agents or representatives from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the Authorizer, which arise out of or are in any manner connected with the Authorizer's Board of Regents' approval of the Charter Application, the Authorizer's Board of Regents' consideration of or issuance of a Charter, the School Board's or NHA's preparation for and operation of the School, or which are incurred as a result of the reliance by the Authorizer, its Board of Regents, or its members, or their respective officers, employees, agents or representatives upon information supplied by the School Board or NHA, or which arise out of the failure of the School Board or NHA to perform its obligations under the Charter or applicable law. The Parties expressly acknowledge and agree that the Authorizer, its 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.

ARTICLE X

INSURANCE

- A. <u>Insurance Coverage</u>. NHA and the Academy shall each maintain such policies of insurance as required by the Charter, the Authorizer's insurance carrier recommendations, and applicable law. Each party shall, upon request, present evidence to the other and the Authorizer that it maintains the requisite insurance in compliance with the provisions of this Article. In the event that the Authorizer's insurance carrier recommends any change in coverage, each party agrees to comply with any change in the type and amount of coverage as requested by the Authorizer's insurance carrier within thirty (30) days after notice of the insurance coverage change is provided to NHA and the Academy. Each party shall comply with any information or reporting requirements required by the other party's insurer(s), to the extent reasonably practicable.
- B. <u>Workers' Compensation Insurance</u>. Each party shall maintain workers' compensation insurance as required by law, covering their respective employees.

ARTICLE XI

REPRESENTATIONS & WARRANTIES

- A. <u>Board and School</u>. The Board represents and warrants, for itself and on behalf of the School, that; (i) it is legally vested with all power and authority necessary to operate a charter school under the Code; (ii) it is legally vested with all power and authority necessary to execute, deliver and perform this Agreement, including without limitation, the power and authority to contract with a private entity for the provision of educational, business administration and management services; (iii) its actions have been duly and validly authorized, and it has adopted any and all resolutions or expenditure approvals required for the execution of this Agreement; and (iv) there are no pending actions, claims, suits or proceedings, or, to its knowledge, threatened or reasonably anticipated against or affecting either the Board or the School, which if adversely determined, would have a material adverse effect on its ability to perform under this Agreement.
- B. NHA. NHA represents and warrants that: (i) it is a corporation in good standing and is authorized to conduct business in the State of Michigan; (ii) it is legally vested with all power and authority necessary to execute, deliver and perform this Agreement; (iii) there are no pending actions, claims, suits or proceedings, or, to its knowledge, threatened or reasonably anticipated against or affecting NHA, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement; and (iv) it will comply with all registration and licensing requirements relating to conducting business under this Agreement, which the Board agrees to assist NHA in applying for such licenses and permits and in obtaining such approvals and consents.

ARTICLE XII

MISCELLANEOUS

- A. <u>Entire Agreement</u>. This Agreement and any attachments hereto shall constitute the entire agreement of the Parties on the subject matter set forth herein. This Agreement supersedes and replaces any and all prior agreements and understandings regarding the subject matter set forth herein between the School and NHA.
- B. Force Majeure. Except for payment obligations, and notwithstanding any other provisions of this Agreement, neither party shall be liable for any delay in performance or inability to perform due to acts of God, war, riot, embargo, fire, explosion, sabotage, flood, accident, labor strike, or other acts beyond its reasonable control; provided either party may terminate this Agreement in accordance with provisions contained herein if sufficient grounds exist as provided in the Article governing termination.
- C. <u>State Governing Law; Waiver of Jury Trial</u>. This Agreement shall be construed, interpreted, governed and enforced pursuant to the laws of the State of Michigan, without regard

to its conflict-of-laws principles. The Parties hereby waive the right to a jury trial in any action, proceeding or counterclaim brought by either NHA or the School against the other.

D. Notices. All notices and other communications required by this Agreement shall be in writing and sent to the Parties at the facsimile number or address set forth below. Notice may be given by: (i) facsimile with written evidence of confirmed receipt by the receiving party of the entire notice; (ii) certified or registered mail, postage prepaid, return receipt requested; or (iii) personal delivery. Notice shall be deemed to have been given on the date of transmittal if given by facsimile, upon the date of postmark if sent by certified or registered mail, or upon the date of delivery if given by personal delivery. For purposes of the foregoing, "personal delivery" shall include delivery by nationally recognized overnight courier (such as FedEx), if signed for by the recipient or a delegate thereof. Notices to the School shall be sent to the current address of the then current Board President, with a copy to the then current Board attorney. The addresses of the Parties for the purposes aforesaid, including the address of the initial Board President, are as follows:

The School:

Taylor Exemplar Academy Attn: President, Board of Directors 26727 Goddard Road Taylor, Michigan 48180 Telephone: (734) 941-7742 Facsimile: (734) 941-9641

WITH A COPY TO:

Law Office of LaRae G. Munk, P.C. 1650 Sanctuary Circle Howell, Michigan 48855 Telephone: (517) 410-6957

NHA:

National Heritage Academies, Inc. Attn: Chief Financial Officer 3850 Broadmoor, S.E. Ste. 201 Grand Rapids, Michigan 49512 Telephone: (616) 222-1700 Facsimile: (616) 222-1701

WITH A COPY TO:

McShane & Bowie Attn: John R. Grant 1100 Campau Square Plaza 99 Monroe Ave., NW Grand Rapids, MI 49501 Telephone: (616) 732-5013 Facsimile: (616) 732-5099

- E. <u>Assignment</u>. NHA may assign this Agreement with the prior written approval of the Board and in a manner consistent with the Authorizer's policies.
 - F. <u>Amendment</u>. This Agreement shall not be altered, amended, modified or supplemented except by memorandum approved by the Board and signed by both an authorized officer of the School and NHA and in manner consistent with the Authorizer's policies.
 - G. <u>Waiver</u>. No waiver of any provision 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.
 - H. <u>Costs and Expenses</u>. If any Party commences an action against another Party as a result of a breach or alleged breach of this Agreement, the prevailing Party shall be entitled to have and recover from the losing Party reasonable attorneys' fees and costs of suit.
 - I. <u>Severability</u>. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms and provisions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the Parties shall use their best efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term or provision.
 - J. <u>Delegation of Authority</u>. Nothing in this Agreement shall be construed as delegating to NHA powers or authority of the Board which are not subject to delegation by the Board under the Charter or applicable law.
 - K. <u>Compliance with Law</u>. Each party will comply with the Charter and laws applicable to the performance of such party's obligations hereunder.
 - L. <u>Time of Essence</u>. The Parties understand and agree that time is of the essence in performing their respective responsibilities under this Agreement.

[Signatures on Following Page]

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

NHA:

National Heritage Academies, Inc., a Michigan corporation

By:

Its: Chief Financial Officer

SCHOOL;

a Michigan public school academy

By:

Its: Board President

Taylor Exemplar - Services Agreement -(v2. 2.24.14) - BMCC

CONTRACT SCHEDULE 6 PHYSICAL PLANT DESCRIPTION

Physical Plant

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Physical Plant Description	6-1
Floor Plan	6-3
Site Plan	6-4
Occupancy Approval	6-5
Lease Agreement	6-7

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 Taylor Exemplar Academy ("Academy") is as follows:

Address:

26727 Goddard Rd

Taylor, MI 48180

<u>Description</u>: The Academy is located in a facility on approximately seven acres on Goddard Road between Inkster and Beech Daly Roads. It is a single story "H" prototype building consisting of (4) Kindergarten Rooms, (3) sections of 1st – 8th grade, an Art Room, Music Room, Media Center, Student Support and Conference Space, Restrooms, Storage, Lunch Prep Room, Parent Room, Reception Office and Gymnasium. The facility is 44,276 square feet in total. The building is fully fire suppressed and meets all applicable codes. The site has a large parking lot, playfield, playground and paved play surface.

Term of Use: Term of Contract.

Configuration of Grade Levels: Young five through eighth grade

Name of School District and Intermediate School District:

Local:

Taylor School District

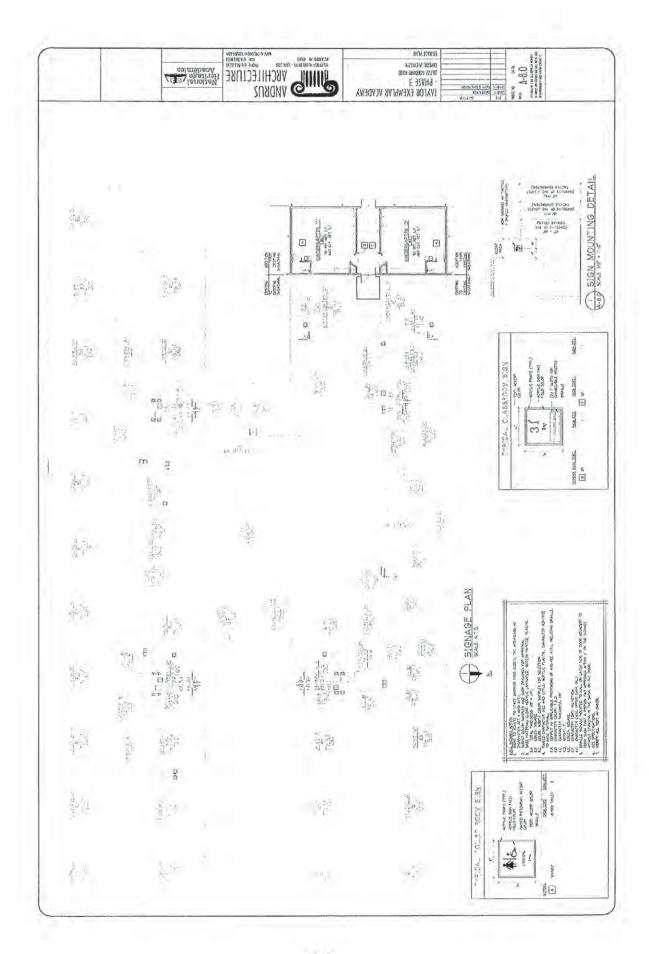
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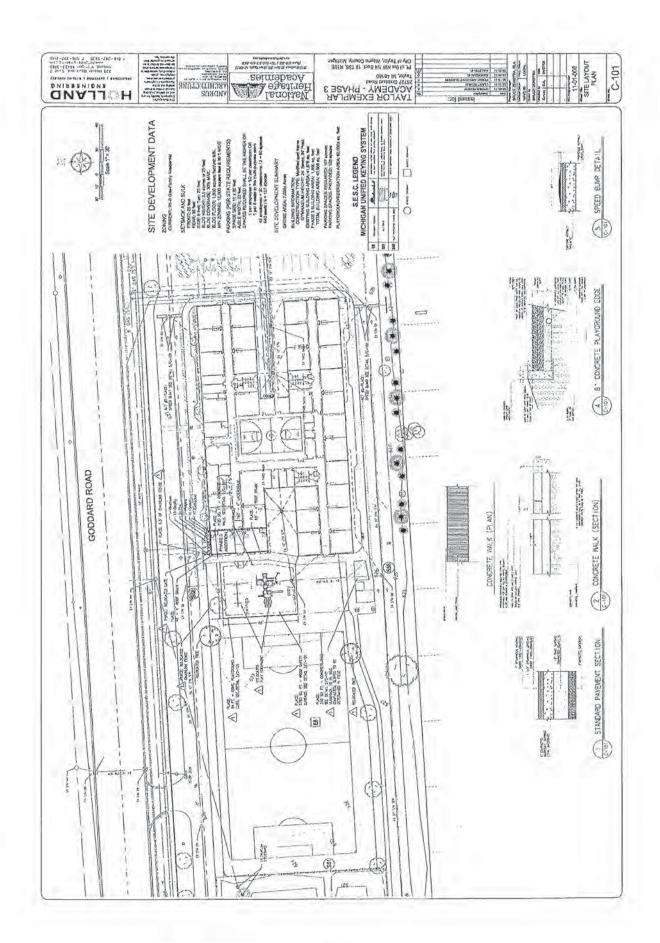
Wayne RESA

- 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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CERTIFICATE OF USE AND OCCUPANCY

PERMANENT

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

> Permit No. LB023003 New School Building Taylor Exemplar Academy 26727 Goddard Road Taylor, Michigan Wayne 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

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October 17, 2006

CERTIFICATE OF USE AND OCCUPANCY

PERMANENT

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

> Building Permit No. LB024600 Taylor Exemplar Academy 26727 Goodard Road Taylor, Michigan Wayne 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.

May 23, 2007

Larry Lehman, Chief

Charles E. Curtis, Assistant Chief

Building Division

LEASE

THIS LEASE ("Lease") by and between NATIONAL HERITAGE ACADEMIES, INC., a Michigan corporation, of 3850 Broadmoor SE, Ste. 201, Grand Rapids, Michigan 49512 ("Landlord"), and TAYLOR EXEMPLAR ACADEMY, a public school academy chartered under the laws of the State of Michigan, having an address of 26727 Goddard Road, Taylor, Michigan 48180 ("Tenant") is effective the 1st day of July 2014, (the "Effective Date"). For purposes of this Lease, Landlord and Tenant shall be referred to collectively as the "Parties."

RECITALS

- A. Landlord (defined in Section 22.5), as tenant, and Charter Development, LLC, as landlord (together with its successors, assigns and successors in interest, the "Master Landlord") are party to that certain Master Lease Agreement effective January 1, 1999, as amended (the "Master Lease").
- B. Landlord and Master Landlord amended the Master Lease to subject the Premises thereto and Landlord has the authority under the Master Lease to sublease the Premises to Tenant.
- C. Tenant desires to sublease the Premises from Landlord, and Landlord desires to so sublease the Premises to Tenant, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth above and herein, Landlord and Tenant agree as follows:

ARTICLE 1

The Premises and Other Agreements.

- 1.1 <u>Premises</u>. Landlord hereby Teases to Tenant, on the terms and conditions hereinafter set forth, the real estate located in the City of Taylor, Wayne County, Michigan with an address of 26727 Goddard Road, Taylor, Michigan 48180 and more particularly described on Exhibit "A" attached hereto (the "Land"), and all improvements located on the Land (the Land and such improvements as they may exist from time to time, hereinafter referred to as the "Premises").
- 1.2 <u>Master Lease</u>. This Lease is subordinate and subject to the Master Lease. Landlord represents and warrants to Tenant that the terms of this Lease are not inconsistent with the terms of the Master Lease, and Tenant's compliance with the terms of this Lease will not constitute a breach of the terms of the Master Lease. Landlord hereby indemnifies Tenant against all liability, judgments, damages, claims, costs and expenses, including, without limitation, reasonable attorneys' fees arising out of or relating to Landlord's breach of the covenants, representations or warranties under the Master Lease.

1.3 Services Agreement.

- A. In accordance with the terms and conditions of that certain "Services Agreement" of even or similar date herewith, by and between Landlord and Tenant, Landlord has contractually agreed to manage and operate the Premises and the school located on the Premises, and in connection with the same, Landlord is obligated to fulfill certain obligations assigned to Tenant under the terms of this Lease (the "Services Obligations"). In the event that Landlord fails to timely perform or fulfill one or more of the Services Obligations and said failure (a) is not otherwise excused, or subject to notice and an unexpired cure period, by the terms of the Services Agreement, and (b) is not due to the fault of Tenant, then said failure, in and of itself, shall not be deemed to be a Default by Tenant under the terms of this Lease. The foregoing sentence shall be of no further force and effect in the event of expiration or termination of the Services Agreement for any reason.
- B. In the event the Services Agreement is terminated by Landlord or Tenant, as party thereto, (a) due to the default of the other party thereto, then upon the giving of notice as required by this Section, the non-defaulting party for purposes of the Services Agreement may, at its option, terminate this Lease without penalty, with the effective date of lease termination being the same as the date on which the Services Agreement terminates, (b) pursuant to any of the termination rights or options provided therein other than those arising in the event of a default or breach by the other party to the Services Agreement, then in any such event and upon the giving of notice as required by this Section, Tenant or Landlord may, at its option, terminate this Lease without penalty, with the effective date of lease termination being the same as the date on which the Services Agreement terminates. To exercise any of the termination rights or options provided in the previous sentence, the party so exercising shall notify the other party hereto of their exercise of any such lease termination right no later than thirty (30) days after the date on which the notice terminating the Services Agreement is sent.

ARTICLE 2

Term.

Initial Term and Renewals. The "Initial Term" of this Lease shall commence on July 1, 2014 and shall terminate effective June 30, 2015 (the "Initial Term Expiration"), unless sooner terminated as hereinafter set forth. Provided that (a) Tenant is not then in Default under this Lease, the Services Agreement, or the "Charter" (as defined in Section 13.1.E. below), and (b) this Lease, the Services Agreement and the Charter are still in full force and effect, then, unless a Notice of Non-Renewal is sent as provided below, on the Initial Term Expiration (and each anniversary thereof, during the Term of this Lease), this Lease shall be automatically renewed for successive one (1) year terms, upon the same terms and conditions as contained herein. The "Term" of this Lease shall mean the Initial Term and every renewal term entered into by Landlord and Tenant. The term "Upcoming Expiration Date" shall mean the Initial Term Expiration, or if the Initial Term Expiration has occurred, then the upcoming anniversary of the Initial Term Expiration. If either party, in its sole discretion, does not wish for this Lease to automatically renew, then at least one hundred eighty (180) days prior to the Upcoming Expiration Date, such party must notify the other party in writing that it does not wish the Term

to be renewed (a "Notice of Non-Renewal"). Upon the timely delivery of a Notice of Non-Renewal, this Lease shall terminate on the Upcoming Expiration Date. If either party defaults under Article 13 of the Lease, the Term shall automatically end at the expiration of the then current one year Term and the Notice of Non-Renewal requirement shall be waived.

Notwithstanding the foregoing, if the Charter is suspended, revoked or terminated, or a new Charter is not issued to the Tenant after expiration of the Charter, this Lease shall automatically be suspended or terminated, as the case may be, on the same date as the Charter is suspended, revoked, terminated or expires without further action of the parties.

ARTICLE 3

Rent.

- Annual Rent. Tenant hereby leases said Premises for the Term above stated and agrees to pay Landlord annual rent of Nine Hundred Seventy-Six Thousand Four Hundred Eighty and 00/100 Dollars (\$976,480.00), ("Annual Rent") in twelve (12) equal monthly installments of Eighty One Thousand Three Hundred Seventy-Three and 00/100 Dollars (\$81,373.00) (each, a "Monthly Installment") each payable to Landlord (or to such other "Person" (defined in Section 22.9) or agent as Landlord may specify by written notice to Tenant) in advance on the first day of each calendar month during the Term. The term "Lease Year" is defined to mean any twelve month period from July 1 to June 30 of the following year, during the Term. If the Term ends before the end of a Lease Year, Annual Rent shall be prorated on a daily basis and paid in advance by Tenant on the first day of the last calendar month during the Term. Annual Rent may be adjusted upon determination of final costs for acquisition and construction of the Premises.
- 3.2 Additional Rent. Any amounts due from Tenant to Landlord hereunder, other than Annual Rent, shall constitute "Additional Rent." Additional Rent shall, unless expressly provided to the contrary in this Lease, be payable from Tenant to Landlord on the same terms that Annual Rent is payable, with the next payment of the Monthly Installment coming due hereunder. Annual Rent and Additional Rent may be referred to collectively herein as "Rent".
- 3.3 Payments. All Rent shall be paid to Landlord at Landlord's address as set forth in the introductory paragraph hereof, or at such other address as Landlord may designate in writing. This Lease is a triple net lease and Rent shall be paid without setoff, counterclaim, recoupment, abatement, suspension, or deduction, except as expressly provided for herein. This Lease shall not terminate, nor shall Tenant have any right to terminate this Lease during the Term (except as otherwise expressly provided herein), nor shall Tenant be entitled to any abatement, deduction, deferment or reduction of Annual Rent hereunder (except as otherwise expressly provided herein), nor shall the obligations of Tenant under this Lease be affected by any interference with Tenant's use of the Premises unless caused by Landlord or Master Landlord. It is the intention of the Parties hereto that the obligation of Tenant to pay Rent hereunder shall be separate and that the Rent shall continue to be payable in all events and that the obligations of Tenant hereunder

shall continue unaffected, unless the requirement to pay or perform the same shall have been terminated pursuant to an express provision of this Lease.

3.4 Capital Improvements. In the event Landlord, with notice to the Board, makes future economic investments (a) in capital improvements to the Premises for any of the "Approved Purposes" (defined herein), or (b) in capital improvements (other than Approved Purposes) to the Premises during any July 1 to July 30 period during the Term, or (c) in acquiring additional property for the Premises for the Approved Purposes, then Annual Rent shall be adjusted as of the immediately following July 1 to reimburse Landlord for such additional economic investment. Annual Rent shall be adjusted by amendment to this Lease as of the immediately following July 1 in the Term to compensate Landlord for such additional economic investment. "Approved Purposes" shall mean any of the following purposes: (i) to comply with "Legal Requirements" (defined in Section 22.6); (ii) to comply with Landlord's safety and security requirements; (iii) repairs or maintenance to, or replacement of essential building components and systems; and (iv) repairs, maintenance, replacement, or improvements necessary for Landlord to comply with its obligations under the Services Agreement and this Lease.

ARTICLE 4

Use, Occupancy and Purpose.

4.1 Permitted Uses.

- A. Tenant shall use the Premises solely for operating a publicly chartered school or academy for grades kindergarten through 8th grade, and for ancillary or directly related uses.
- B. Any other use of the Premises must be approved by Landlord in advance in writing.

4.2 Prohibited Uses.

- A. Tenant shall not use or allow the use of the Premises for any unlawful purpose, nor shall Tenant allow the Premises to be used in violation of the Charter.
- B. Tenant shall not allow the Premises to be used in violation of any public law, ordinance, rule or regulation, or in violation of any certificate of occupancy or certificate of compliance covering or affecting the Premises, or any part thereof. Tenant shall not suffer any act to be done or any condition to exist on the Premises or any part thereof which may in law constitute a nuisance, public or private, or which may make void or voidable, or increase premiums for, any insurance with respect thereto. Tenant shall not commit any waste, damage, or injury of or to the Premises or the fixtures or any part thereof and shall take all reasonable precautions and actions to prevent others from committing any of the foregoing.

- C. Tenant covenants unto Landlord that during the Term, no part of the Premises shall be used for: the operation of any (i) private or commercial golf course, (ii) country club, (iii) massage parlor, hot tub facility, or suntan facility (iv) race track or other facility used for gambling, or (v) store the principal business of which is the sale of alcoholic beverages for consumption off premises; or the rental to others of residential property (as defined in Section 168(e)(2)(A) of the Internal Revenue Code).
- D. Notwithstanding anything contained in this Lease to the contrary, in the event of a breach of any of the covenants contained in this Section 4.2, Landlord may immediately terminate this Lease by written notice to Tenant.
- 4.4 Educational Program. Tenant shall neither use the Premises nor allow the Premises to be used at any time during the Term in a manner that interferes with the performance of Landlord's obligations under the Services Agreement, including without limitation, the implementation and delivery of the Educational Program at the Premises. Tenant acknowledges that the terms of the preceding sentence are intended to allow Landlord to restrict access to certain portions of the Premises at certain times provided such access restriction is at all times consistent with the implementation and delivery of the Educational Program and the Board adopted facility use policy.

ARTICLE 5

Utilities.

- 5.1 <u>Utility Connections: Utility Service</u>. Landlord represents and warrants that construction of the Premises pursuant to Section 9.1 shall include provision of connections for all utility services necessary to the operation of a school at the Premises. Utility services, including without limitation gas, electricity, light, heat, water, sewage and telephone or other communication services, shall be contracted for and paid for by Tenant.
- 5.2 <u>Disclaimers</u>. Unless due to the gross negligence or willful misconduct of Landlord, Landlord shall not be liable for (i) any failure of water supply or electric current or any service by any utility provider or local government, or (ii) injury to persons, including death, or damage to property resulting from steam, gas, electricity, water, rain or snow which may flow or leak from any part of the Premises or from any pipes, appliances or plumbing works from the street or subsurface or from any other place. Any express or implied rights, easements or licenses for view purposes or for the passage of light and air are hereby expressly disclaimed by Tenant. Except as otherwise expressly provided in this Lease or as may be provided in the Services Agreement, Landlord shall have no obligation to provide any services to Tenant or to the Premises.
- 5.3 <u>Modifications and Replacements</u>. If the existing services are required to be modified or replaced for any reason by any utility company or authorized agency, governmental or otherwise, then Tenant shall make such modifications or replacements at Tenant's expense and shall save Landlord harmless therefrom, unless changes are the result of actions by Landlord.

ARTICLE 6

Taxes.

- 6.1 Payment by Tenant. Tenant shall pay all (a) taxes levied on or assessed against the Premises during the Term, (b) special assessments levied on or assessed against the Premises during the Term that become due and payable during the term of this Lease, and (c) other similar charges levied on or assessed against the Premises during the Term and that become due and payable during the term of this Lease, except income and other taxes assessed against or by reason of Landlord's reversionary interest in or income from the Premises (the "Taxes"), (i) prior to the date on which any penalties, interest or late charges would apply, and to save Landlord harmless from the payment thereof, or (ii) to Landlord, in accordance with the terms of Section 6.4, provided Landlord makes the demand on Tenant required in Section 6.4. Taxes for the first and last year of the Term or any extension or renewal thereof shall be prorated on the basis of the fiscal period for which such tax is assessed.
- 6.2 <u>Landlord's Option to Pay</u>. If at any time after any tax, assessment or similar charge so charged or assessed against said Premises shall become due or payable and Tenant shall neglect or fail to pay the same, Landlord, without being obligated to do so, may pay the same at any time thereafter, and the amount of any and all such payments so made by Landlord shall be and is hereby declared to be payable as Additional Rent with the next Monthly Installment due hereunder.
- 6.3 Payment at End of Term. At the termination of this Lease by lapse of time or otherwise, all Taxes payable by Tenant under the provisions of this Article 6 shall be paid by Tenant to Landlord.
- 6.4 Monthly Installments. Upon demand of Landlord, (i) Tenant shall pay as Additional Rent, in addition to each Monthly Installment due hereunder, a sum equivalent to one-twelfth of the amount estimated by Landlord to be sufficient to enable Landlord to pay at least thirty (30) days before they become due, all such taxes, assessments and other charges, and (ii) Tenant will deliver and pay over to Landlord such additional sums as are necessary to make up any deficiency in the amount necessary to enable Landlord to fully pay such taxes, assessments and other charges. Any such tax payments from Tenant may be commingled with the general funds of Landlord and no interest shall be payable in respect thereof. If Landlord receives tax payments from Tenant in accordance with this Section, then Landlord shall pay the full amount of taxes, assessments and other charges when due to the appropriate taxing authorities. In the event Tenant's tax payments under this Section are in any way insufficient to pay the full amount of taxes, assessments and other charges when due to the appropriate taxing authorities, then Tenant shall pay to Landlord, as Additional Rent, any shortfall within thirty (30) days of receiving a demand therefor from Landlord.
- 6.5 Non-Real Property Taxes. In the event that the City, County, State, or any other political subdivision that has taxing authority over the Premises shall, during the Term, impose upon Landlord any tax or other governmental charge in lieu of all or any part of the Taxes (a

"Non-Real Property Tax"), such Non-Real Property Tax shall, for purposes of this Section, be treated as if it were included in the Taxes. Landlord agrees to furnish to Tenant upon request a separate accounting and supporting documentation of each Non-Real Property Tax.

6.6 Receipts. Upon demand of Landlord within ninety (90) days after the date all or any part of the Taxes are payable by Tenant, Tenant shall provide to Landlord official receipts of the appropriate taxing authority or other proof satisfactory to Landlord of the payment of such Taxes.

ARTICLE 7

Insurance.

- 7.1 Tenant will cause to be maintained policies of fire and extended coverage insurance on all buildings, structures, fixtures and improvements now or hereafter situated on the Premises and all other property leased hereunder in their full replacement cost. Such policies shall have no greater than eighty (80%) percent co-insurance provision and shall contain the standard "agreed amount" clause for evaluating replacement cost. Such policies shall name Tenant, Landlord, other parties designated by Landlord and the "first mortgagee" (defined in Section 22.3) as their interests may appear as insureds and such insurance shall be carried by an insurance company or companies approved by Landlord and the first mortgagee. Tenant shall make available to Landlord on request copies of said policies. Notwithstanding the aforesaid, in no event shall the manner, forms, companies, sums or length of terms be less than that required by the first mortgagee according to the terms and provisions of the "first mortgage" (defined in Section 22.2).
- 7.2 Each such policy shall include: (i) a standard mortgagee clause in favor of the first mortgagee; (ii) a provision to the effect that the waiver of subrogation rights by the insured does not void the coverage; (iii) a provision that the policy shall not be changed or canceled without at least thirty (30) days' prior written notice to Landlord and the first mortgagee; and (iv) a provision that any forfeiture of the policy due to an act of Tenant shall not affect the validity insofar as Landlord or the first mortgagee are concerned.
- 7.3 From time to time as required by Landlord or the first mortgagee, Tenant at its expense, shall obtain from an engineer or appraiser, in the regular employ of the insurer, or an appraiser, engineer, architect or contractor designated by Tenant and approved by Landlord and the insurer, such evidence as may be required by such insurer to maintain the "agreed amount" clause eliminating the possibility of any co-insurance penalty.
- 7.4 If Tenant shall refuse or fail to so insure and keep insured the Premises and keep such policies in Landlord's and first mortgagee's possession, Landlord may at its election procure and from time to time renew such insurance, and the amounts expended therefore shall be Additional Rent due from Tenant with the next installment of Rent accruing hereunder and may be collected in the same manner as though Rent due hereunder.

- 7.5 Upon demand from Landlord, Tenant shall pay in advance as Additional Rent, a sum equivalent to one-twelfth of the amount estimated by Landlord to be sufficient to enable Landlord to pay at least thirty (30) days before they become due all insurance premiums on all policies of insurance required or allowed to be carried by Tenant hereunder. Such Additional Rent may be commingled with the general funds of Landlord and no interest shall be payable in respect thereof. Upon demand by Landlord, Tenant will pay Landlord, as Additional Rent, such additional sums as are necessary to make any deficiency in the amount necessary to enable Landlord to fully pay such premiums.
- 7.6 Landlord shall have no liability for damage to or loss of personal property located upon the Premises, unless and to the extent caused by Landlord.

ARTICLE 8

Casualty; Restoration.

8.1 If the Premises are damaged by fire or other casualty (a "Casualty"), Tenant shall give immediate written notice thereof to Landlord and the first mortgagee ("Tenant's Casualty Notice"). Landlord shall, within 60 days after receipt of Tenant's Casualty Notice, deliver to Tenant a good faith estimate (the "Damage Notice") of the time needed to repair the damage caused by such Casualty ("Restoration").

If the Premises is damaged by Casualty such that Tenant is prevented from conducting its business in the Premises in a manner reasonably comparable to that conducted immediately before such Casualty and Landlord estimates that the damage caused thereby cannot be repaired within 210 days after the commencement of repairs (the "Repair Period"), then Tenant may terminate this Lease by delivering written notice to Landlord of its election to terminate within 30 days after the Damage Notice has been delivered to Tenant.

If a Casualty occurs and (1) Landlord estimates that the damage cannot be repaired within the Repair Period, (2) regardless of the extent of damage, (a) the damage occurs during the last six (6) weeks of the Term or (b) the damage is not fully covered by Tenant's insurance policies or any insurance Landlord may carry on the Premises or (c) Landlord makes a good faith determination that restoring the damage would be uneconomical, or (3) Landlord is required to pay any insurance proceeds arising out of the Casualty to a first mortgagee, then, in any such case, Landlord may terminate this Lease by giving written notice of its election to terminate within 30 days after the Damage Notice has been delivered to Tenant.

If neither party elects to terminate this Lease following a Casualty, then Landlord shall, within a reasonable time after such Casualty, begin to repair the Premises and shall proceed with reasonable diligence to restore the Premises to substantially the same condition as they existed immediately before such Casualty; however, Landlord shall not be required to repair or replace any improvements, alterations or betterments made by Tenant within the Premises (which shall be promptly repaired and restored by Tenant at Tenant's sole cost and expense) or any furniture, equipment, trade fixtures or personal property of Tenant or others in the Premises or the Project,

and Landlord's and Tenant's obligations to repair or restore the Premises shall be limited to the extent of the insurance proceeds actually received by Landlord and Tenant respectively for the Casualty in question. If this Lease is terminated under the provisions of this Article 8, Landlord shall be entitled to the full proceeds of the insurance policies providing coverage for all alterations, improvements and betterments in the Premises (and, if Tenant has failed to maintain insurance on such items as required by this Lease, Tenant shall pay Landlord an amount equal to the proceeds Landlord would have received had Tenant maintained insurance on such items as required by this Lease).

- 8.2 Rent insurance proceeds, if payable, shall be applied by Tenant to the payment of, when and as due and payable, the installments of Rent and other payments due under this Lease until Restoration has been completed or until the Lease is terminated pursuant to any of the terms hereof. The balance, if any, of such proceeds shall be paid to Tenant or as Tenant may direct.
- 8.3. During any period of Restoration, Rent shall abate in proportion to the portion of the Premises that cannot be used for school purposes in Tenant's reasonable determination.

ARTICLE 9

Care of Premises.

Landlord shall cause the school building on the Premises to be constructed and maintained in a good and workmanlike manner, and in compliance with all Legal Requirements. Landlord shall upon reasonable request make available to the Tenant's independent auditor and the Charter School Office of Tenant's authorizer, Bay Mills Community College (the "Authorizer"), records in Landlord's possession relating to the building and mechanical systems of the Premises and other records Landlord is required to maintain and disclose under the terms of this Lease. Tenant will accept the possession of the Premises and keep the Premises in good condition and repair, and will yield and deliver the same to Landlord at the expiration or termination of the Lease in as good a condition as when taken, reasonable use and wear thereof, and damages thereto by Landlord or its agents or invitees, excepted. Tenant shall also maintain all portions of the Premises and adjoining areas in a clean and orderly condition, free of dirt, rubbish, snow, ice and unlawful obstructions, except for those attributable to Landlord's use or action. Tenant may not make any repairs, alterations, additions, changes or improvements to the Premises, except as described above in Section 5.3, without the written consent of Landlord. All repairs, alterations, changes or improvements shall be completed and maintained by Tenant in good workmanlike condition, free and clear of all liens and encumbrances arising out of such work. In the event Landlord procures equipment, materials and supplies from third parties at Tenant's request using funds from the Board Spending Account (as defined in the Services Agreement), then as to the purchase of such equipment, materials and supplies Landlord (i) shall comply with any applicable competitive bidding laws, and (ii) shall not charge Tenant any fees or charges for Landlord's having procured such equipment, materials and supplies, provided, however, that the foregoing will not prohibit Landlord from charging Tenant for any actual costs incurred, including but not limited to taxes, shipping, permits, installation and other similar expenses.

9.2 Without limiting the rights granted to Landlord under Article 4 of this Lease, Landlord shall have the right to enter upon the Premises for the purpose of making any repairs thereto and performing any work thereon which may be necessary by reason of Tenant's failure to make any such repairs or perform any such maintenance work as provided herein. Except in case of emergency, the privilege and right of entry shall be exercised at reasonable times and at reasonable hours. Tenant shall pay the cost of any such repairs and maintenance work to Landlord, upon demand therefor and upon submission of satisfactory evidence of Landlord's payment of such costs which sums shall constitute Additional Rent.

ARTICLE 10

Liability.

- 10.1 Tenant agrees to save Landlord and the first mortgagee harmless from any and all liabilities, losses, damages, penalties, costs and expenses arising from any injury or death to any person or damage to any property in, on, or about the Premises which arise out of (i) gross negligence or willful misconduct of Tenant, or (ii) any noncompliance or breach by Tenant of any of the terms, conditions, warranties, representations, or undertakings made by or applicable to Tenant contained in or made pursuant to this Lease. Tenant agrees to procure at its own expense public liability and property damage, single limit liability insurance for the benefit of Landlord, Tenant and the first mortgagee as their interests may appear, in amount not less than One Million Dollars (\$1,000,000) to keep such insurance in force during the Term hereof, and to deliver certificates of such coverage to Landlord at least annually. In the event Tenant defaults as to any such obligations, Landlord may obtain such insurance and charge the cost thereof to Tenant as Additional Rent, payable with the monthly installment next coming due.
- 10.2 Landlord agrees to save Tenant harmless from any and all liabilities, losses, damages, penalties, costs and expenses arising from (i) any injury or death to any person or damage to any property in, on, or about the Premises to the extent caused by willful misconduct or negligence by Landlord, or (ii) any noncompliance or breach by Landlord of any of the terms, conditions, warranties, representations, or undertakings made by or applicable to Landlord contained in or made pursuant to this Lease. Landlord agrees to procure at its own expense public liability and property damage, single limit liability insurance for the benefit of Landlord and Tenant as their interests may appear, in amount not less than One Million Dollars (\$1,000,000) to keep such insurance in force during the Term hereof, and to deliver certificates of such coverage to Tenant; Landlord agrees to furnish to Tenant upon request certificates of insurance evidencing such insurance.
- 10.3 Each party hereto, for itself and its respective successors and assigns (including any person, firm or corporation which may become subrogated to any of its rights), waives any and all rights and claims for recovery against the other party, and its officers, employees, agents, and assigns, or any of them, on account of any loss or damage to any of its property insured under any valid and collectible insurance policy or policies, to the extent of any recovery collectible under such insurance. Notwithstanding the foregoing, this waiver shall not be applicable if it has the effect of invalidating any insurance coverage of Landlord or Tenant.

ARTICLE 11

Compliance.

11.1 During the Term, Tenant shall assure compliance with all Legal Requirements relating to Tenant, the conduct of Tenant's business or pertaining to or otherwise affecting the use of the Premises; and Tenant shall reimburse Landlord for any damages or penalties suffered because of any such noncompliance. Landlord hereby represents that as of the Effective Date, the Premises is in compliance with all Legal Requirements; and Landlord shall reimburse Tenant for any damages or penalties suffered because of any such noncompliance.

ARTICLE 12

Assignment and Subletting.

12.1 Tenant shall not assign, transfer, sublet or otherwise allow the use by another Person of the Premises or any part thereof or any interest hereunder without first obtaining the written consent of Landlord, which may be withheld by Landlord for any reason. Landlord may, in its sole discretion, assign, transfer, pledge and convey its rights, title and interests in the Premises and/or this Lease, without the consent of or notice to Tenant; provided, however, the terms and conditions of this Lease as set forth herein as of the execution date of this Lease shall have not been modified or amended and shall be subject to Section 23.3 hereof. Tenant shall not grant any third party an ongoing right to occupy the Premises without Tenant providing the Landlord and the Director of the Charter School Office of the Authorizer with written notice not less than thirty (30) days prior to such occupancy.

ARTICLE 13

Default.

- 13.1 Tenant shall be in default upon occurrence of any of the following events (any of the following, a "Default"):
- A. Failure by Tenant to pay any portion of Rent for a period of more than ten (10) days after Tenant receives written notice of such failure to pay from Landlord (a "Monetary Default"); provided in no case shall Landlord be obligated to send notice of failure to pay more than twice in any twelve (12) month period.
- B. Failure by Tenant to comply with any term, provision, condition or covenant of this Lease (other than a Monetary Default or as specified in Subsection F. below), if such failure is not cured by Tenant within a period of thirty (30) days after Tenant receives written notice from Landlord specifying such failure.

- C. Tenant's becoming insolvent, as that term is defined by any federal or state law or regulation (the "Insolvency Laws"); the appointment of a receiver or custodian for all or a substantial portion of Tenant's property or assets; the institution of a foreclosure action upon all or a substantial portion of Tenant's real or personal property; the filing of a voluntary petition under the provisions of the Bankruptcy Code or Insolvency Laws; the filing of an involuntary petition against Tenant as the subject debtor under the Bankruptcy Code or Insolvency Laws, which is either not dismissed within sixty (60) days of filing, or results in the issuance of an order for relief against the debtor, whichever is later; or Tenant's making or consenting to an assignment for the benefit of creditors or a common law composition of creditors, or if Tenant's leasehold interest herein shall be levied on execution.
- D. Expiration or discontinuance for any reason of the Charter granted to Tenant by its Authorizer (the "Charter"), other than an expiration or discontinuance which results in a new Charter effective as of termination of the existing Charter and with terms which would not, in Landlord's opinion, substantially alter Tenant's ability to comply with the terms of the Lease, Services Agreement, or Charter.
- E. Failure by Tenant to deliver the certificate required by Section 23.2 within the time required by such Section.
- 13.2 <u>Landlord's Remedies</u>. Upon the occurrence of any Default and the lapse of any grace or cure periods without cure thereof, Landlord shall have the option to pursue any one or more of the following remedies upon notice to Tenant:
- 13.2.1. Termination. Terminate this Lease or terminate Tenant's right to possession, and in either event, accelerate all obligations of Tenant owed to Landlord under the Lease and force Tenant to immediately surrender the Premises to Landlord. Tenant agrees to pay to Landlord on demand the costs which Landlord may suffer by reason of such termination. Immediately upon any termination Landlord shall be entitled to recover from Tenant (i) all outstanding and unpaid Rent as of the date of such termination, (ii) the unamortized cost of any initial work performed according to this Lease by Landlord in anticipation of Tenant's occupancy, (iii) the amount of any Rent that was abated pursuant to this Lease, and (iv) all future Rent due for the remaining balance of the Term, which future Rent shall be discounted to present value using a discount rate equal to the U.S. Treasury Bill or Note rate with the closest maturity to the remaining term of the Lease as selected by Landlord.
- 13.2.2. Possession. Enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be present, without terminating the Lease or being liable for prosecution or any claim for damages, and, if Landlord so elects, relet the Premises on such terms as Landlord may determine.
- 13.2.3. Entry. Enter upon the Premises without being liable for prosecution or any claim for damages, and do whatever Tenant is obligated to do under the terms of this Lease. Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in effecting compliance with Tenant's obligations.

- 13.2.4. Mitigation. Landlord shall have a duty to mitigate damages in the event of a Tenant Default, provided, however, that Landlord shall not be obligated (a) to favor the Premises for re-letting in comparison to other real property owned or leased by Landlord in the vicinity of the Premises, (b) to discount or disregard any of the following factors regarding a potential new tenant for the Premises: term of proposed lease, proposed rent, proposed use and the creditworthiness and reputation of the proposed tenant, or (c) to spend more toward re-letting the Premises than Landlord would spend in leasing real property in the ordinary course of its business.
- 13.2.5. Application of Proceeds. Any proceeds of re-letting the Premises shall be applied to pay (i) first, all costs of Landlord incurred in connection with such re-letting (including without limitation, all costs and expenses of taking possession of the Premises, securing new tenants, including expenses for redecoration, alterations or other upfit costs), (ii) second, any indebtedness of Tenant other than Rent, (iii) third, all then-outstanding Rent due hereunder, and (iv) fourth, any future obligations of Tenant, including without limitation, Rent. Tenant agrees to pay to Landlord on demand any deficiency that may arise by reason of such reletting within ten (10) days of notice of the same from Landlord, following a re-letting. In the event Tenant pays to Landlord all accelerated sums due, any amounts applicable to Rent following the date of re-letting shall be reimbursed to Tenant as received.
- Premises or any part thereof or of any other property leased hereunder shall relieve Tenant of its liabilities and obligations under this Lease that accrue during the Term, all of which shall survive any such termination or repossession and, if the Premises or any part thereof shall not have been relet, Tenant shall pay to Landlord as and for liquidated and agreed current damages the then present value of the Rent and other sums and charges to be paid by Tenant until what would have been the end of the Term in the absence of such termination or repossession. Landlord shall make a good faith effort to relet the Premises and alleviate Tenant of additional damages. Exercise of any remedy hereunder by Landlord shall not exclude the right to exercise any other remedy hereunder. Notwithstanding any of the foregoing obligations of Tenant stated herein to the contrary, upon termination of this Lease or Tenant's dispossession of the Premises, Tenant will automatically be relieved from and after the date of such termination or dispossession of all personal liability for the performance of any covenants or obligations on the part of Tenant contained in this Lease thereafter to be performed except for those liabilities expressly stated to have survived such termination or dispossession as stated herein.
- 13.4 To the extent applicable, Tenant has been made aware that Master Landlord as landlord under the Master Lease, or National Heritage Academies, Inc., as tenant under the Master Lease or an Affiliate (defined in Section 22.1) of either or any other Person that enjoys an interest in the Premises seeks the benefits offered pursuant to the U.S. Department of Treasury New Markets Tax Credit program and may pursue other federal, state or city funds, subsidies (including any city real estate tax exemptions or abatements) or loans (collectively, the "Benefits") in connection with the use of the Premises, and as a result of the grant of the Benefits, the Premises may be subject to certain use restrictions. Tenant shall have no responsibility and bear no liability for any claims, fees, expenses, costs or other impositions

arising from or in connection with the Benefits due to the termination of this Lease or Tenant's dispossession of the Premises.

ARTICLE 14

Waiver of Breach.

14.1 No waiver by either party hereto of any breach of any of the terms of this Lease shall be deemed to be a waiver of any other or subsequent breach.

ARTICLE 15

Surrender.

- 15.1 Upon the expiration or earlier termination of this Lease, Tenant shall (i) surrender the Premises in broom clean, in good condition, free and clear of all lettings and occupancies, (except those previously approved by Landlord), free and clear of all liens and encumbrances, except that part of the Premises which have been taken through eminent domain, if any, after the delivery hereof, and otherwise in the same condition as Tenant received the Premises on the first day of the Initial Term, except for the following (which are allowed to remain at the Premises): any alterations that Landlord has not required to be removed, normal wear and tear and loss by fire or other casualty losses for which insurance proceeds have been received by Landlord; (ii) surrender all keys for the Premises to Landlord and (iii) inform Landlord of all combinations on locks in the Premises. All installations, alterations, additions and improvements, including partitions which may have been installed by either Landlord or Tenant, shall remain upon the Premises and shall become Landlord's property, all without compensation, allowance or credit. Notwithstanding the foregoing, trade fixtures purchased by or on behalf of Tenant with funds from the Board Spending Account (as defined in the Services Agreement) shall be the property of Tenant. In the event Landlord terminates this Lease without cause prior to the end of the then current Lease Term, then Tenant shall be entitled to remove, at Tenant's expense, any trade fixtures acquired by Tenant with Board Spending Account funds, provided that Tenant shall repair any damage to the Premises caused by its removal of such fixtures and leave the Premises in a good and safe condition; any fixtures and property of Tenant not removed within thirty (30) days after such Lease termination shall be deemed abandoned by Tenant and may, in Landlord's sole discretion, become the property of Landlord.
- 15.2 On or before the scheduled expiration of the Term, Tenant may elect to remove its personal property and any fixtures and equipment. Any of Tenant's items listed in the preceding sentence not removed at the end of the Term shall be considered abandoned, and Landlord may appropriate such items for itself, sell such items or otherwise dispose of the same in such commercially reasonable manner as Landlord deems expedient without any liability to Tenant or any parties claiming by, through or under Tenant. In the event the Term terminates for any reason on other than its scheduled expiration date, then Tenant shall have a period of time in which to re-enter the Premises to retrieve its personal property, beginning on the date the Term terminates and ending fifteen (15) days thereafter. Any damage caused to the Premises by such removal shall be repaired by Tenant no later than fifteen (15) days after the end of the Term, but no Rent shall be payable by Tenant for such period of time (and such continued use of the

Premises by Tenant shall not be deemed a holdover or a renewal or as creating a periodic or other similar tenancy that might be implied by law). Tenant shall reimburse Landlord for any damage to any portion of the Premises caused by Tenant during the removal of any items contemplated for potential removal in this Section.

ARTICLE 16

Eminent Domain.

- 16.1 If all or any part of the Premises shall be taken by any Governmental Authority under power of eminent domain, or by private purchase in lieu thereof, all damages awarded for such taking shall belong to and be the property of Landlord, whether such damages shall be awarded as compensation for the taking of or diminution in value to the leasehold or the fee of the Premises and Tenant hereby irrevocably assigns to Landlord any award or payment to which Tenant may become entitled as a result thereof, provided, however, that Tenant shall be entitled to receive from such Governmental Authority compensation for its personal property so taken.
- 16.2 In the event that only a part of the Premises are so taken, and the part not so taken cannot be completed as an architectural unit for the use described in Section 4.1 hereof, Tenant shall have the option to terminate this Lease by serving written notice of termination on Landlord within sixty (60) days after the taking.
- 16.3 If only a part of the Premises shall be so taken such that the part not so taken can be completed as an architectural unit for the use described in Section 4.1 hereof, Landlord (or at Landlord's direction, Tenant) shall, as promptly as practicable, make a complete architectural unit of the remainder of the building on the Premises (but only to the extent of the proceeds received for such taking); and there shall be an abatement of the monthly Rent hereinabove provided for in an amount equal to the percentage of the Premises and the building so taken.

ARTICLE 17

Notices.

17.1 All notices and other communications required by this Agreement shall be in writing and sent to the Parties at the facsimile number or address set forth below. Notice may be given by: (i) facsimile with written evidence of confirmed receipt by the receiving party of the entire notice; (ii) certified or registered mail, postage prepaid, return receipt requested; or (iii) personal delivery. Notice shall be deemed to have been given on the date of transmittal if given by facsimile, upon the date of postmark if sent by certified or registered mail, or upon the date of delivery if given by personal delivery. For purposes of the foregoing, "personal delivery" shall include delivery by nationally recognized overnight courier (such as FedEx), if signed for by the recipient or a delegate thereof. Notices to the Tenant shall be sent to the current address of the then current Board President, with a copy to the then current Board attorney. The addresses of

the Parties for the purposes aforesaid, including the address of the initial Board President, are as follows:

Tenant:

Attn: President, Board of Directors

26727 Goddard Rd. Taylor, Michigan 48180 Telephone: (734) 941-7742 Facsimile: (734) 941-9641

WITH A COPY TO:

Law Office of LaRae G. Munk, P.C. 1650 Sanctuary Circle Howell, Michigan 48855 Telephone: (517) 410-6957

Landlord:

National Heritage Academies, Inc. Attn: Chief Financial Officer 3850 Broadmoor, S.E. Ste. 201 Grand Rapids, Michigan 49512 Telephone: (616) 222-1700 Facsimile: (616) 222-1701

WITH A COPY TO:

McShane & Bowie Attn: John R. Grant 1100 Campau Square Plaza 99 Monroe Ave., NW Grand Rapids, MI 49501 Telephone: (616) 732-5013 Facsimile: (616) 732-5099

ARTICLE 18

Self Help.

18.1 If Tenant shall at any time fail to make any payment or perform any act on its part to be made or performed hereunder, then Landlord without notice to Tenant, except when other notice is expressly provided for in this Lease and without waiving or releasing Tenant from the obligations of Tenant contained in this Lease, may (but shall be under no obligation to) make such payment or perform such act, and may enter upon the Premises for any such purpose, and take all such actions thereon as may be necessary therefore.

- 18.2 All sums to be paid by Landlord and all costs and expenses incurred by Landlord in connection with the performance of any such act referenced in Section 18.1, together with any consequential damages Landlord may suffer by reason of the failure of Tenant to make such payment or perform such act, and counsel fees incurred by Landlord in connection therewith or in enforcing its rights hereunder, shall be paid by Tenant to Landlord on demand as Additional Rent.
- 18.3 Tenant agrees to hold Landlord harmless from any inconvenience or interference with Tenant's operation of its business as a result of Landlord's exercising any rights granted under Section 18.1.

ARTICLE 19

Construction Liens.

19.1 Tenant will not create nor permit to be created or to remain, and will promptly discharge, at its sole cost and expense, any lien, encumbrance or charge upon the Premises or any part thereof, or upon Tenant's leasehold interest therein, except such as are created by Landlord or the first mortgagee.

ARTICLE 20

Environmental Matters.

- 20.1 Tenant shall not use or store any Hazardous Materials (as defined in Section 20.3) on the Premises, except in compliance with Legal Requirements.
- To the extent directly related to the conduct of Tenant, Tenant's use of the Premises, or the operation of its business thereon, Tenant shall defend, indemnify (limited to the maximum indemnification allowed by Legal Requirements) and hold harmless Landlord, its employees, agents, officers and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to, (1) the presence, disposal or release of any Hazardous Materials by Tenant, or Tenant's exacerbation of preexisting conditions, on, over, under, from or affecting the Premises or the soil, water, vegetation, buildings, personal property, persons thereon by reason of Tenant's action or inaction on the Premises; (2) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials existing on the Premises by reason of Tenant's action: (3) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Materials existing on the Premises by reason of Tenant's action; and/or (4) any violation of Legal Requirements based upon or in any way related to such Hazardous Materials existing on the Premises by reason of Tenant's action including, without limitation, reasonable attorney's and consultant's fees, investigation and laboratory fees, court costs and litigation expenses.

To the extent directly related to the conduct of Landlord's use of the Premises, or the operation of its business thereon, and to the extent permitted by law, Landlord shall defend, indemnify and hold harmless Tenant, its employees, agents, officers and directors, from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to, (1) the presence, disposal or release of any Hazardous Materials by Landlord on, over, under, from or affecting the Premises or the soil, water, vegetation, buildings, personal property, persons thereon by reason of Landlord's action or inaction on the Premises; (2) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials existing on the Premises by reason of Landlord's action; (3) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Materials existing on the Premises by reason of Landlord's action; and/or (4) any violation of Legal Requirements based upon or in any way related to such Hazardous Materials existing on the Premises by reason of Landlord's action including, without limitation, reasonable attorney's and consultant's fees, investigation and laboratory fees, court costs and litigation expenses.

As used herein, "Hazardous Materials" means and includes petroleum, petroleum products, asbestos, asbestos-containing materials, radioactive materials, waste oils, solvents and chlorinated oils, polychlorinated biphenyls (PCBs), and any other water, material or substance that is defined as hazardous or toxic under or regulated by any federal, state or local agent, law, rule or regulation (whether now existing or hereafter enacted or promulgated, as they may be amended from time to time) pertaining to environmental conditions, the environment, contamination or clean-up, including, without limitation, federal, state or local solid waste disposal rules, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Hazardous Materials Transportation Act, as amended, the Resource Conservation and Recovery Act, as amended, the Toxic Substances Control Act, as amended, the Water Pollution Control Act, as amended, the Clean Air Act, as amended, or any other applicable federal, state or local laws, regulations, publications of Governmental Authoritics, or ordinances pertaining to Hazardous Materials (collectively, "Environmental Laws").

- 20.3 Tenant shall promptly notify Landlord as soon as it knows of or suspects that any Hazardous Materials has been released or that there is a threatened release on the Premises and it shall take such action at its sole expense and with due diligence, as is necessary to insure timely compliance with Legal Requirements unless caused by Landlord. Landlord shall promptly notify Tenant as soon as its knows or suspects any Hazardous Materials has been released or that there is a threatened release on or in the Premises and Landlord shall take such action at its sole expense and with due diligence, as is necessary to ensure timely compliance with Legal Requirements unless caused by Tenant.
- 20.4 The Tenant has no liability for, or obligation to investigate, clean, remove, remediate or otherwise deal with Hazardous Materials present at the Premises prior to the date upon which Tenant first took possession or control of the Premises (it being the intent of the parties that as between Landlord and Tenant, Landlord shall be responsible for the foregoing), except (i) if and to the extent Tenant (its employees, contractors, licensees, officers, directors or other parties claiming through or acting for Tenant) through its acts or omissions exacerbates

such a pre-existing condition, or (ii) otherwise provided under any applicable Legal Requirements, laws, ordinances or regulations.

20.5 The provisions of this Article 20 shall be in addition to any and all obligations and liabilities of Tenant and Landlord may have to each other under Legal Requirements, and shall survive the expiration and termination of the Lease for any reason.

ARTICLE 21

Late Charges.

21.1 In the event of any failure by Tenant to pay Rent when due, Tenant shall also pay to Landlord, as Additional Rent, a late charge of five percent (5%) of such delinquent payment.

ARTICLE 22

Certain Definitions.

- 22.1 The term "Affiliate" means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such first Person or any of its subsidiaries. As used in this definition, the term "control" means (a) the power to vote five percent (5%) or more of the securities or other equity interests of a Person having ordinary voting power, or (b) the possession, directly or indirectly, of any other power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.
- 22.2 The term "first mortgage" means any mortgage now existing or hereafter becoming a first and paramount lien on the Premises, subject to easements and restrictions of record, and all assignments, modifications, extensions and renewals thereof.
- 22.3 The term "first mortgagee" or "holder of the first mortgage" means the Person(s) who is(are) the holder(s) or beneficiary(ies) under the first mortgage from time to time.
- 22.4 The term "Governmental Authority" or "Governmental Authorities" means the government of the United States of America or any state or other political subdivision of either thereof, or any entity that exercises executive, legislative, regulatory, administrative, judicial, quasi-governmental or quasi-judicial functions of, or pertaining to, any such government, whether now or hereafter in existence having jurisdiction over the matter or matters in question.
- 22.5 The term "Landlord" is limited to mean and include, so far as covenants, agreements, stipulations or obligations on the part of Landlord are concerned, the tenant under the Master Lease to the Premises or its assignee, at the time in question, and in the event of any transfer or transfers of the title to such fee Landlord herein named (and, in case of any

subsequent transfers or conveyances, the then grantor) will automatically be relieved from and after the date of such transfer or conveyance of all personal liability for the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed.

- 22.6 The term "Legal Requirements" means (i) all present and future applicable laws, statutes, treaties, rules, orders, ordinances, codes (including, without limitation, building and life-safety codes), regulations, requirements, permits, and interpretations by, and applicable judgments, decrees, injunctions, writs and like action even if unforeseen or extraordinary of any Governmental Authority (including, without limitation, Environmental Laws (defined herein), laws and regulations pertaining to health and safety, Insolvency Laws (defined herein), the Fair Housing Amendments Act of 1988, the Americans with Disabilities Act of 1990, and any other applicable Federal, State or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct relating to barrier-free access or access of the handicapped or disabled to the Premises, and laws and regulations pertaining to the construction, restoration, use and operation of schools); and (ii) any reciprocal easement agreement, agreement, contract, instrument, restriction or similar agreement relating to the use, occupancy, possession, operation, alterations, repairs or maintenance of the Premises or otherwise affecting the Premises.
- 22.7 The term "mortgage" means any mortgage, deed of trust, deed to secure debt or other security instrument now existing as, or hereafter becoming a lien on the Premises.
- 22.8 The term "mortgagee" means the Person(s) who is(are) the holder(s) or beneficiary(ies) under any mortgage from time to time.
- 22.9 The term "Person" means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

ARTICLE 23

Subordination; Estoppel Certificates.

23.1 Tenant agrees that Landlord, or any mortgagee or lessor under any applicable ground or other underlying lease, may choose to make this Lease subordinate or paramount to any mortgages or ground or underlying leases now or hereafter affecting the Premises and to any and all advances to be made thereunder or to be secured thereby, and to the interest and charges thereon, and to all renewals, replacements and extensions thereof, and that upon any taking of possession of the Premises and accession to the interest of Landlord under this Lease by such lessor or mortgagee, Tenant shall attorn to and recognize such Person as landlord hereunder; provided the mortgagee, lessor under any such ground or underlying leases, Landlord or any trustee named in any such mortgages or leases shall agree (i) to recognize the Lease of Tenant in the event of foreclosure if Tenant is not in Default and (ii) that Tenant's possession of the Premises under this Lease shall not be disturbed by such Person unless there is a Default. Tenant

will execute promptly any instrument or certificate that Landlord may request to confirm such subordination.

- 23.2 Tenant, within ten (10) days after request by Landlord, will execute and deliver to Landlord (and any mortgagee or prospective mortgagee, or any current or prospective ground or underlying lessor, to the extent specified by Landlord) an estoppel certificate as to such reasonable facts and circumstances under this Lease as may be requested, but in any case including the following (i) identifying the commencement date and expiration date of this Lease, (ii) stating that this Lease is unmodified and in full force and effect, or is in full force and effect as modified, and then stating such modifications, (iii) stating that Tenant does not claim that Landlord is in default in any way, or listing any such claimed defaults, (iv) the amount of Monthly Installments then payable hereunder and Additional Rent, if any, as of the date of the certificate, (v) the date to which the Rent has been paid in advance, and (vi) the amount of any security deposit or pre-paid Rent. If Tenant fails to deliver the executed certificate to Landlord within the ten (10) day period, Tenant shall be in Default without benefit of any cure period, and the proposed certificate will be conclusively deemed executed by Tenant.
- 23.3 Upon the receipt of a notice from Landlord, Tenant agrees to pay all such sums owing under this Lease directly to the account or party specified in such notice.

ARTICLE 24

Quiet Enjoyment.

24.1 All times when Tenant is not in Default, Tenant's quiet and peaceable enjoyment of the Premises will not be disturbed or interfered with by Landlord or any Person claiming by, through or under Landlord.

ARTICLE 25

Holding Over.

25.1 Any holdover by Tenant in the Premises beyond the expiration or termination of the Term, shall not be deemed to be a renewal or extension of this Lease or any extension thereof or the exercise of any option to extend or renew this Lease, but said holding over shall be deemed a tenancy from calendar month to calendar month at a monthly Rent equal to two hundred percent (200%) of the Monthly Installment for the last month paid under the Term. A month-to-month tenancy arising by holding over under this Section may be terminated by either Landlord or Tenant giving written notice to the other party hereto on or before the day any Monthly Installment is due with termination becoming effective on the day the next following Monthly Installment would have otherwise become due.

ARTICLE 26

Remedies Not Exclusive; Waiver.

- 26.1 Each and every of the rights, remedies and benefits provided by this Lease to Landlord are cumulative, and are not exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.
- 26.2 One or more waivers of any covenant or condition by Landlord will not be construed as a waiver of a further or subsequent breach of the same covenant or condition, and the consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval will not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent similar act by Tenant.

ARTICLE 27

Right To Show Premises.

27.1 Landlord may show the Premises and may display about the Premises signs advertising the availability of the Premises at any time during the Term of this Lease.

ARTICLE 28

Landlord's Liability.

28.1 If Landlord fails to perform any provision of this Lease upon Landlord's part to be performed, and if as a consequence of such default Tenant recovers a money judgment against Landlord, such judgment may be satisfied only out of the proceeds of sale received upon execution of such judgment (subject to any prior mortgages and ground or underlying leases) and levied thereon against the right, title and interest of Landlord in the Premises and out of rents or other income from such property receivable by Landlord, and Landlord shall not be personally liable for any deficiency.

ARTICLE 29

General.

30.1 References in this Lease to Persons have been generalized for ease of reading. Therefore, references to a single Person will also mean more than one Person whenever such usage is appropriate (for example, "Tenant" may include, if appropriate, a group of Persons acting as a single entity, or as tenants-in-common). Similarly, pronouns of any gender should be considered inter-changeable with pronouns of other genders. If a party consists of more than one Person, such Persons shall be jointly and severally liable for the obligations of such party under this Lease.

- 30.2 Any waiver or waivers by either party of any of the provisions of this Lease will not constitute a waiver of any later breach of that provision, and any consent or approval given by either such party with respect to any act, neglect or default by the other party will not waive or make unnecessary the other party's consent or approval with respect to any later similar act, neglect or default by such other party.
- 30.3 In the event any provision contained herein shall be held to be invalid or unlawful for any reason, such provision shall be deemed to be stricken from this Lease, with the understanding that the remaining provisions hereof shall continue to be binding on the Parties.
- 30.4 Topical headings appearing in this Lease are for convenience only. They do not define, limit or construe the contents of any sections, paragraphs or clauses.
- 30.5 This Lease can be modified or amended only by a written agreement signed by Landlord and Tenant. The parties acknowledge that Tenant is required to submit all amendments to this Lease to the Charter School Office of the Authorizer (unless waived in writing by the Director of the Charter School Office as to non-substantive amendments), and by executing any amendment to this Lease, Tenant represents and warrants that it has complied with the foregoing requirement, and will provide Landlord with satisfactory written proof of such compliance upon request.
- 30.6 All provisions of this Lease are and will be binding on the heirs, executors, administrators, personal representatives, successors and assigns of each of Landlord and Tenant.
- 30.7 The laws of the state in which the Premises are located will control in the construction and enforcement of this Lease, without regard to any laws or policies of such state regarding conflicts of law.
 - 30.8 Time is of the essence of all terms and conditions of this Lease.
- 30.9. Landlord and Tenant each represent and warrant to the other that neither of them has contacted a broker, finder or similar Person in connection with this Lease, and each party shall defend, indemnify and hold the other harmless from and against all liability, cost and expense, including reasonable attorneys' fees, incurred as a consequence of any claim asserted by a Person alleging to have dealt with one of the Parties hereto in connection with this Lease.

[Signatures on Following Page]

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

LANDLORD:

National Heritage Academies, Inc., a Michigan corporation

Ву: __/

Its: Chief Financial Officer

TENANT:

Taylor Exemplar Academy, a Michigan public school academy

Bv.

Its: Board President

EXHIBIT "A"

LEGAL DESCRIPTION OF PREMISES

That part of the Northwest 1/4 of Section 19, Town 3 South, Range 10 East, City of Taylor, Wayne County, Michigan, described as: Beginning South 00°10'00" East 240.09 feet and South 86°42'21" West 100.00 feet and North 00°10'00" West 180.00 feet and South 86°42'21" West 80 feet from the North 1/4 corner of Section 19; thence South 00°10'00" East 300.45 feet; thence South 86°42'21" West 1021.54 feet; thence North 00°22'38" West 300.39 feet; thence North 86°42'21" East 1022.65 feet.

Tax Identification No. 60-050-99-0005-704

Property address: 26727 Goddard, Taylor, Michigan 48180

CERTIFICATE OF USE AND OCCUPANCY

PERMANENT

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes/Building Division
P. O. Box 30254
Lansing, MI 48909
(517) 241-9317

Building Permit: B031787 Taylor Exemplar Academy 26727 Goodard Road Taylor, Michigan Wayne 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 Lebman, Chief

Charles E. Cartis, Assistant Chief

Building Division

September 2, 2011

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.	<u>Educational Programs</u> . The educational programs of the Academy are set forth in Section c of this Schedule.
Section d.	<u>Curriculum.</u> The curriculum of the Academy is set forth in Section d of this Schedule.
Section e.	Methods of Pupil Assessment. The methods of pupil assessment of the Academy are set forth in Section e of this Schedule.
Section f.	Application and Enrollment of Students. The application and enrollment of students criteria of the Academy are set forth in Section f of this Schedule.
Section g.	School Calendar and School Day Schedule. The school calendar and school day schedule procedures are set forth in Section g of this Schedule.
Section h.	Age or Grade Range of Pupils. The age or grade range of pupils to be enrolled by the Academy are set forth in Section h of this Schedule.

SECTION A GOVERNANCE STRUCTURE

GOVERNANCE STRUCTURE

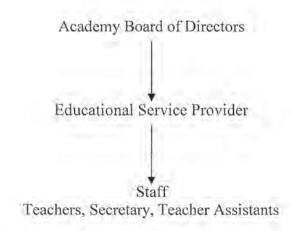
The College Board shall appoint the Board of Directors of the Academy ("Academy Board"). The Academy Board has all the powers and duties permitted by law to manage the business, property and affairs of the Academy. The Academy Board is responsible for assuring that the Academy operates according to the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

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

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

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

The Governance Structure of the Academy:



The Academy Board currently 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:

David Desi Vice President Term expires: 6/30/15

Michael Pevovar Secretary Term expires: 6/30/17

Cheryl Schiebold Director Term expires: 6/30/15 Rebecca Peters President Term expires: 6/30/17

Susan Sabo Treasurer Term expires: 6/30/16

SECTION B EDUCATIONAL GOALS

EDUCATIONAL GOAL 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. In addition, the College expects the Academy will meet the State of Michigan's accreditation standards and achieve Adequate Yearly Progress ("AYP") pursuant to state and federal law.

Educational Goal to Be Achieved

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

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. The academic achievement of all students in grades 2-11, who have been enrolled for three* or more years at the Academy, will be assessed using the following metrics and achievement targets:

Grade(s)	Metric	Achievement Targets	
Grades 2-8	The average college readiness level based on scaled scores from the Performance Series® by Scantron® /NWEA® MAP® reading and math tests administered in the spring.	Students enrolled for three* or more years will on average achieve scaled scores equal to or greater than the grade-level achievement targets for reading and math identified in this schedule.	
Grades 8-11	based on subject scores from the Explore [®] , Plan [®] and ACT [®] tests by	Students enrolled for three* or more years will on average achieve Explore, Plan and ACT subject scores equal to or greater that the achievement targets for reading, math, science, and English identified in this schedule.	

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

Achievement Targets

Scantron Performance Series (PS) and NWEA MAP College Readiness Targets

MAP Math Spring Target
191
204
214
224
229
236
242

EXPLORE, PLAN and ACT College Readiness Targets

Grade/Test	READING	MATH	SCIENCE	ENGLISH
8- EXPLORE	15	17	20	13
9 - EXPLORE	16	18	20	14
10 - PLAN	17	19	21	15
11 – ACT	21	22	24	18

Measure 2: Student Growth

The academic growth of all students in grades 2 through 11 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 Explore, Plan and ACT tests.	Students' academic growth between tests of shaverage will demonstrate measurable progress toward the achievement targets for the grade-level subject scores in reading, math, science, and English identified in the schedule.	

SECTION C EDUCATIONAL PROGRAMS

We know that our curriculum must prepare students for a rigorous high school curriculum to provide them with the best opportunity for college success. We will use the NHA curriculum that is built around the Common Core learning standards and aligns with our mission of preparing students for success in high school, college, and beyond.

The curriculum has been carefully aligned with the Common Core State Standards for English language arts and mathematics as well as Michigan standards for science, social studies, art, music, and physical education. This approach will ensure that students are learning the content appropriate for each grade level. Character development will be an explicit and integrated component of the curriculum. Individual responsibility, integrity, personal character, and effort are important contributors to success in school and life. In addition, we will strive to instill character traits such as perseverance because these traits are highly correlated with college success. With high-quality instruction, solid curricular tools to support instruction, and rigorous assessment, the curriculum will promote academic success for students and will equip them with the knowledge, understanding, and skills needed to meet or exceed the Common Core Standards.

In the pages that follow, the school's core content areas of English language arts, mathematics, science, and social studies are described in detail. Also included is a survey of co-curricular areas that help shape students as well-rounded individuals, including art, music, physical education, library and educational technology.

Core Content Areas

English Language Arts

Literacy – which includes reading, writing, and speaking – is a critical component of collegeand career-readiness. "Low literacy levels often prevent high school students from mastering
other subjects," and struggling readers are often excluded from academically challenging
courses. More specifically, students who are able to comprehend complex texts are more likely
to be successful after high school.² Developing reading proficiency and strong literacy skills in
elementary and middle grades is the cornerstone of the English language arts (ELA) curriculum,
which upholds the Common Core State Standards to ensure college- and career-readiness for all
of our students. The ELA curriculum is designed to produce highly literate students who are
proficient readers, evaluative writers, and collaborative, analytical contributors to their
classrooms – and to the colleges, graduate schools, workplaces, and professions that await them.

The Common Core State Standards focus on five strands of literacy: reading, writing, speaking, listening, and using language. To best prepare students for school and life in the 21st century, each of these strands emphasizes the integration, critical analysis, and production of a variety of media and technology.

¹ See Matthew Davidson and Thomas Lickona, *Smart & Good High Schools: Integrating Excellence and Ethics for Success in School, Work, and Beyond* (Cortland, NY: Center for the 4th and 5th Rs, 2005). Respect and Responsibility / Washington D.C.: Character Education Partnership.

² ACT, Inc., Reading Between the Lines: What the ACT Reveals About College Readiness in Reading (Iowa City, IA, 2006).

- The reading standards focus on a gradual increase in text complexity to ensure students' readiness "for the demands of college- and career-level reading."
- The writing standards emphasize argument and informational writing, "based on substantive claims, sound reasoning, and relevant evidence," as well as research – "both short, focused projects and longer, in-depth research."
- By challenging students to speak and listen, the standards require that "students gain, evaluate, and present increasingly complex information, ideas, and evidence" through academic discussion, collaboration, and formal presentations.
- The language standards challenge students to expand their vocabularies, appreciate word nuances, and learn to use formal English in writing and speaking.

We have specific strategies for helping students build these capabilities as they move through our school.

- In grades K-2, the curriculum will emphasize the foundations of reading. This includes the ability to decode automatically, read with fluency, and gain the capacity to comprehend increasingly complex texts across a range of types and disciplines. Student literacy will be promoted through rich, domain-specific content in a variety of fiction and nonfiction texts, including a true balance of informational and literary genres.
- In grades 3-5, reading instruction will be centered on complex, grade-appropriate texts to
 prepare students for the complexity of college- and career-ready texts. Reading
 instruction will feature a balance of informational and literary texts.
- In grades 6-8, teachers of ELA, social studies, and science will incorporate literary
 experiences through texts in their respective content areas. The middle school curriculum
 will include a blend of literature and substantial exposure to literary non-fiction,
 including historical and scientific documents.

For students to access grade-level texts with increasing complexity, the curriculum will also focus on the development of strong academic vocabulary. Students will be exposed to extensive academic vocabulary through reading instruction, and practice is extended through listening, discussion, and writing. Vocabulary instruction will emphasize the nuances of word meanings as they vary through a wide range of context. Discussion and collaboration will also be a focus of the ELA curriculum, as students apply reading skills to develop habits for providing text-based evidence in both conversation and writing. Students' writing will focus on the analysis of complex texts by supporting ideas and arguments with textual evidence and evaluation. Students will learn to produce a variety of text types, including argument-based, informative, narrative, and research-based pieces. Collaboration and integration of technology will be important aspects of the writing process, as students plan, draft, revise, edit, and publish a wide range of writing

National Governors Association Center for Best Practices, Council of Chief State School Officers, "Key Points in English Language Arts," Common Core State Standards (Washington, D.C.: National Governors Association Center for Best Practices, Council of Chief State School Officers, 2010).
Abid.

pieces. The ELA curriculum will also ensure that students demonstrate adequate mastery of the essential conventions and grammar of standard English in their writing and speaking.⁵

Mathematics

If students are to be well-equipped for college and beyond, students must be prepared through their K-8 education to take Algebra II and other advanced mathematics courses in high school.

"A strong grounding in high school mathematics through Algebra II or higher correlates powerfully with access to college, graduation from college, and earning in the top quartile of income from employment." The development of a deep understanding of mathematical concepts makes such success possible. The school's mathematics curriculum is based on the Common Core State Standards for mathematics. Through mastery of these standards, students will develop a deep understanding of mathematical concepts. Students will also be provided the opportunity to accelerate their learning in seventh grade and complete Algebra I by the time they graduate eighth grade, thus placing students on a college- and career-readiness trajectory. Research shows that students who successfully complete Algebra I before entering high school are much more likely to complete other more advanced mathematics in high school, and are "more than twice as likely to graduate from college" than students who don't complete Algebra I by eighth grade.

The National Council for Teachers of Mathematics has recognized the importance of the study of algebra in developing mathematical fluency and has also noted the importance of the study of other mathematics components such as number sense and operations, measurement, geometry, data analysis and probability, and problem solving. Number sense will be developed through a variety of concrete models, allowing students to exercise the area of the brain used for the comprehension of mathematical knowledge. Students will be prepared to be fluent in computation using formal algorithms and also learn essential measurement and data analysis skills. Students will also learn to make connections and apply mathematical knowledge through problem solving and inquiry.

- <u>In grades K-2</u>, number sense and computational fluency will be the main focus of students' learning. Students will develop the skills necessary to progress into higher-level mathematics; through open-ended problem solving, they will increase their critical thinking skills and ability to see connections across mathematics as well as other subjects.
- In grades 3-5, learning will shift from computation to fractional awareness. The ability to
 compose and decompose numbers that was developed in the early grades will lead to a
 deeper understanding of fractions, percentages, and decimals and computation. Algebraic
 skills will be developed as students begin working with patterns and equations with
 missing numbers.
- In grades 6-8, the focus will shift to the study of algebra and functions. Number sense will remain a critical focus area through the study of integers, rational and irrational

⁶ National Mathematics Advisory Panel, Foundations for Success: The Final Report of the National Mathematics Advisory Panel (Washington, D.C.: U.S. Department of Education, 2008).

7 Ibid.

⁵ Coleman, David and Susan Pimentel, "Revised Publishers' Criteria for the Common Core State Standards in English Language Arts and Literacy," *Common Core State Standards* (Washington, D.C.: National Governors Association Center for Best Practices, Council of Chief State School Officers, 2012).

numbers, exponents, and absolute values. Conceptual ideas will be integrated through lab activities that provide exploratory opportunities for students to explicitly connect abstract ideas to concrete examples.

The mathematics curriculum will also teach effective mathematical communication by engaging students in thinking, reading, and writing about mathematics. This will help them understand the foundational concepts for success in more complex mathematical coursework.

Science

As the Association for the Advancement of Science and the National Council on Science explain, developing college-ready and scientifically literate students involves teaching content knowledge, the practices and skills of scientists, and information on the nature of science. The curriculum, which includes study in life science, physical science, and earth and space science, is designed to develop content knowledge about the results of scientific discoveries regarding the natural world. The teaching of practices and skills of scientists requires that students participate in the scientific process of inquiry and discovery through conducting investigations, using instruments, and applying mathematical skills that model the process used by scientists to learn about the universe. The curriculum will provide students with the opportunity to participate in the scientific process. It also incorporates the skills required by the Common Core State Standards for Literacy in Science for grades 6-8, which require students to read, write, discuss, and experiment with science through high-level thinking and problem solving. It will also ensure that students use the scientific processes and skills through lab work and investigations.

- In grades K-2, the content of the science curriculum will promote scientific learning primarily through the study of events and phenomena in nature that can be observed with the five senses. Investigations at this level will be modeled, simple, and structured, allowing students to write journals on their discoveries, create simple pictographs of data, and draw conclusions from observations under the direction of the teacher. The incorporation of non-fiction readers on each topic will provide students opportunities to develop scientific vocabulary appropriate to their grade level.
- In grades 3-5, the curriculum will build on these foundational skills and direct students to begin exploring cause and effect connections between events (e.g., the sun rises every day, and it gets warmer during the day; therefore, the sun provides heat to the earth). Investigations for students in grades 3-5 will still often be modeled, but they will be more complex and involve more detailed measurements, use a variety of tools such as balances and microscopes, and require students to control for multiple variables. Students will engage in the practices of scientists as they chart data, complete lab reports, and create graphs in order to communicate results of investigations orally and in writing.
- In grades 6-8, the curriculum will include further exploration of cause and effect relationships while also connecting knowledge of concepts to real-world examples and strengthening the link between what students understand about phenomena and what the world of science says about those phenomena. Investigations will be more student-directed, from the guiding question through the scientific procedures to the organizing, analyzing, and reporting of data. Within each unit of instruction in grades 6-8, students will employ the skills of scientists as they use the methods of science to make intellectual connections about the content of the unit. The scientific method will be consistently

integrated into content units throughout the year, and students will conduct science investigations through both closed and open lab investigations in response to the questions being raised during content studies.

Social Studies

The social studies curriculum will ensure that students are not only prepared for high school and college, but also prepared for the rest of their lives as global citizens.

Developing students' understanding in the disciplines of history, culture, economics, and civics ensures that they are ready for college. In addition to supporting learning in these areas, the social studies curriculum also incorporates the skills required by the Common Core State Standards for Literacy in History/Social Studies in grades 6-8. These standards allow students to develop and use critical thinking skills by making connections, inferences, and arguments around the content and skills they learn. This focus on content, skills, and critical thinking will produce students who are knowledgeable in social studies and prepared to participate in society as informed citizens.

The curriculum emphasizes the social studies disciplines that will best prepare students to be contributing members of society. Students who master the social studies curriculum will understand how geography and economics interact in a global society. Through exposure to primary and secondary sources, students will develop knowledge of our shared national and world history. They will then be able to make connections between the past and present and between cultures and government systems that are familiar and those that are not.

- In grades K-2, the social studies curriculum will focus on students' ability to describe basic historical events, people, and conflicts. They will begin to develop an understanding of their own culture and local community by studying local examples of their community and school. They will then expand their knowledge beyond what is in close proximity to them through exposure to the history and cultures of places around the world. Students will become familiar with basic geographical representations, economic concepts and resources, and functions of government.
- In grades 3-5, the curriculum will help students describe historical events in more detail. They will also be able to communicate how these events impacted other historical occurrences in American and world cultures. Students in grades 3-5 will extend their learning by studying these relationships through national examples. In the middle grades, the curriculum will help the students use their knowledge of geography, economics, and civics to make generalizations about countries around the world, to compare these countries to the United States, and to describe how these disciplines work together in a global society.
- In grades 6-8, students will regularly practice how to make connections between
 historical events in the United States and the world and current events. They will also
 develop their knowledge of the relationships among geography, history, economics, and
 culture. The curriculum will give students opportunities to extend this basic knowledge to

gather more complex information, describe concepts in more detail, and deepen their understanding of the relationship between geography, economics, and civics.

Co-curricular areas

We intend to nurture high-achieving well-rounded students at our school. Co-curricular offerings – including art, music, library and educational technology, and character development – are described in detail below.

Art

Study in art will allow students to understand and appreciate art while understanding the significant role art has played in the expression of ideas throughout history. Students in lower grades will learn to recognize and describe art forms from a variety of historical eras and places, while learning that art takes many forms and has many purposes. Students will study and reproduce styles and techniques used by artists, and they will discuss art by examining and critiquing the work of artists. Students in upper elementary and middle school grades will focus on comparing and contrasting artwork from different time periods, cultures, artists, and mediums. Historical and contemporary art will be studied as students create a variety of original works using appropriate styles and mediums to express themes, tone, mood, and images.

Music

Students will study the basics of music theory, music appreciation, and the work of great composers. Students will first learn to identify basic music forms and patterns, describe elements of music using appropriate music vocabulary, and sing and play basic instruments. By listening to a variety of music, students will compare and contrast music from different composers, historical periods, cultures, styles, and genres. Students will continue to refine their musical knowledge and skills by singing, playing, improvising, and composing. They will learn to identify and use key signature, meter signature, notation, bass and treble clef, tempo, and dynamic markings. They will also learn to perform and respond to a conductor's cues and make necessary adjustments.

Physical Education

Physical education will include a sequence of developmental experiences through which children learn by moving. Students will first learn and practice basic movement skills and manipulate objects by throwing, catching, striking, pushing, pulling, and climbing. They will take part in a variety of individual and group activities and games to increase their body awareness, practice new skills, and learn to move safely with respect to other people. Students will also begin to learn about the physical and mental benefits of a healthy lifestyle characterized by physical activity. Students will then use movement skills in more complex ways by learning the concepts of fairness, positive attitude, teamwork, and sportsmanship. Students will learn to recognize the correlation between practice and mastery of skill, and they will complete various types of drills to increase their own abilities. Students will ultimately refine all the simple and complex skills necessary for physical activity of various types and focus on healthy lifestyles through nutrition and fitness.

Library and Educational Technology

The library and educational technology program is designed to expose students to a wide variety of classic and contemporary literature, instill a life-long love of reading, and develop their information literacy skills. The library collections will contain specific materials that support the curriculum and provide students with a variety of high-quality literature and technological resources. The program has been crafted to reflect expectations of students set forth in several authoritative sources, including:

- The Big6 model for teaching information skills, which was created by Mike Eisenberg and Bob Berkowitz (1998).
- Information Literacy Standards developed by the American Association of School Librarians (AASL).
- The Association for Educational Communications and Technology (AECT).

Technology will also play a supporting role in the core academic curriculum. Our library technology specialist will work with classroom teachers to help plan lessons and provide resources. Students will use technology to research, compose, and present information related to topics they study. We will have a designated area to serve as the library and computer lab, enabling students to access technology needed to support the technology program. Moreover, students will have access to a computer in their classroom to promote the integrated use of technology to support learning.

SECTION D

CURRICULUM

Curriculum is on separate disk

SECTION E METHODS OF PUPIL ASSESSMENT

Schedule 7e Methods of Pupil Assessment

Various methods of assessments are used at the school - teacher developed assessments, NWEA, and the MEAP. These assessments work together to produce a complete portrait of student learning. Teacher-developed building block and unit assessments will be delivered in accordance with the implementation of the curriculum, as organized through the formative assessment process, in order to determine student learning progress. The curriculum includes an effective means of measuring students' attainment against its learning goals: Scoring Scales. For each Educational Objective, a Scoring Scale explicitly informs teachers, students, and parents about what students need to know and be able to do to meet grade-level expectations. Scoring Scales will be used to measure student learning progress on all Educational Objectives, and scores will be tracked by both teachers and students in order to monitor student learning growth over time. The tracking of learning by students will be a powerful tool in the learning process, as it "provides a vehicle for students to establish their own learning goals and to define success in terms of their own learning ... allowing [them] to see their 'knowledge gain' throughout a grading period." This is important because it "elicits 'intrinsic' motivation" and promotes student engagement with learning. In addition to teacher-developed assessments, periodic interim assessments are used—which are designed to measure students' mastery of the curriculum's Educational Objectives. Data from teacher-developed and interim assessments will be analyzed by teachers and school leadership to understand areas of student learning need. Predictive analytics will be performed with this assessment data to gauge the likelihood of student success on the MEAP, and interventions will be subsequently organized to promote student growth and ensure mastery of curricular content.

The school also utilizes NWEA growth-modeled, criterion-referenced assessments to measure growth rates and proficiency levels of students, as determined by NWEA's norm-referenced criteria. NWEA assessments will be administered up to three times per year and assessment results will be reviewed after each administration. Fall test data will serve as a baseline measure of student performance and may identify students at-risk of academic failure. Winter test data will serve as a check-point to measure progress and inform mid-course corrections in instruction. Finally, spring test data will show student learning growth within the year as well as year-to-year. Disaggregated data from NWEA assessments will be used to identify specific student groups within the school that may be struggling with growth or proficiency. Additionally, school leadership utilizes this data to identify student learning needs within the school as a whole, looking for student learning needs in and across grade-levels, in specific classrooms, or in specific content or subject areas. NWEA assessment data is utilized to identify gaps in the intended and implemented curriculum, and therefore helps teachers during their instructional planning.

The MEAP is administered to students each year and results are analyzed. Data obtained from this testing assists in gauging and assessing how students are faring in relation to State standards. ACT EXPLORE is administered to all eighth graders. Throughout the year, teachers utilize classroom assessment results, NWEA assessment results, and state assessment results in order to identify areas of student need, and adjust instruction in order to improve student learning and

¹ Robert Marzano, Classroom Assessment and Grading That Work (Alexandria, VA: ASCD, 2006).

promote student performance gains. Needs that are identified through the school's use of assessment is reviewed at aggregate and disaggregated levels by school leadership and is incorporated into the school's comprehensive plan for improvement as necessary.

The school's balanced and integrated assessment system provides information which ensures the school and students are progressing appropriately. Results are measured at the school, classroom, teacher, and student level to ensure that educational goals are met, and the results of various assessments are reviewed to identify any area where improvement is needed and adjustments are made accordingly.

SECTION F APPLICATION AND ENROLLMENT OF STUDENTS

Application and Enrollment Requirements

Taylor Exemplar Academy

Enrollment Limits

The Academy will offer kindergarten through eighth grade. The maximum enrollment shall be 780 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

Taylor Exemplar Academy

Application Process

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

Legal Notice

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

Application and Enrollment Requirements

Taylor Exemplar Academy

Re-enrolling Students

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

Application and Enrollment Requirements

Taylor Exemplar Academy

Random Selection Drawing

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

Prior to the application period, the Academy shall:

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

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

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

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

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SECTION G SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

SECTION 7g: SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

School Calendar

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

School Day Schedule

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

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SECTION H AGE OR GRADE RANGE OF PUPILS

SECTION 7h: AGE OR GRADE RANGE OF PUPILS

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

Students of the Academy will be children who have reached the age of five (5) as set forth in MCL 380.1147:

- For the 2014-2015 school year, a child may enroll in kindergarten if the child is at least 5 years of age on October 1, 2014*.
- For the 2015-2016 school year, a child may enroll in kindergarten if the child is at least 5 years of age on September 1, 2015*.
- * 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 writing not later than June 1 before the beginning of the school year that he or she intends to enroll the child in kindergarten.

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