

*BAY MILLS COMMUNITY
COLLEGE*

A
CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY
AND RELATED DOCUMENTS

ISSUED BY

**BAY MILLS COMMUNITY COLLEGE
BOARD OF REGENTS
(AUTHORIZING BODY)**

TO

**MADISON ACADEMY
(A PUBLIC SCHOOL ACADEMY)**

July 1, 2024

TABLE OF CONTENTS

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

TABLE OF CONTENTS
(cont.)

Schedule 7: Required Information for Public School Academy7

- Section f:
Application and Enrollment
of Studentsf

- Section g:
School Calendar and
School Day Schedule.....g

- Section h:
Age or Grade Range
of Pupils.....h

RESOLUTIONS

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

RESOLUTION NO. 12-01

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

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

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

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

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

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

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

By: 

John Paul Lufkins, Secretary

Dated: January 20, 2012

Public School Academy Board of Director Method of Selection

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

Method of Selection and Appointment

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

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

Dated: January 20, 2012

Length of Term

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

Number of Directors

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

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

Qualifications of Members

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

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

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

Oath of Public Office

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

Dated: January 20, 2012

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

Removal and Suspension

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

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

Tenure

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

Resignation

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

Board Vacancies

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

Compensation

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

Dated: January 20, 2012

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

RESOLUTION NO. 23-18

Contract Reauthorization

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

WHEREAS, on July 1, 2020, the College Board issued to **Madison Academy** (the “Academy”) a Contract to Charter a Public School Academy (the “Charter Contract”); and

WHEREAS, the Charter Contract will expire on June 30, 2024 and the Academy has asked the College Board to issue a new contract to charter a public school academy for a term of eight (8) years; and

WHEREAS, the College Charter Schools Office has completed its evaluation and assessment of the Academy’s operation and performance related to the Charter Contract, and the College Charter Schools Office recommends that the College Board issue a new contract to charter a public school academy to the Academy for a term not to exceed eight (8) years, beginning July 1, 2024;

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

NOW, THEREFORE, BE IT RESOLVED:

5. The College Board takes the following action related to issuing a Contract to Charter a Public School Academy and Related Documents (“Contract”) to the Academy:
 - g. The College Board approves the form of the Contract and related documents as submitted to and reviewed by the College Board;
 - h. The College Board approves and authorizes the issuance of the Contract and related documents and authorizes Mariah Wanic, College Board Designee, to execute the Contract and related documents issued by the College Board to the Academy, provided, that, before execution of the Contract, the College Chairperson affirms the following:

- (5) that all terms of the Contract have been agreed upon and the Academy is able to comply with all terms and conditions of the Contract; and
- (6) that the Contract is substantially similar to the Contract approved by the College Board, with the only changes being those made by the College Board's Designee in consultation with legal counsel for the College Board that are in the best interests of the College Board.
 - i. The College Board Designee may agree to a term of Contract not to exceed eight (8) academic years and not to extend beyond June 30, 2032.
6. That the current Academy Board members shall continue to serve in their current positions until the end of their term in office. All subsequent Academy Board appointments shall be made in accordance with the College Board's method of selection resolution.

I, the undersigned, as Secretary of the Bay Mills Community College Board of Regents, do hereby certify the foregoing resolution was adopted by the Bay Mills Community College Board of Regents at a public meeting held on the 25th day of July 2023, with a vote of 7 for, 0 opposed, 1 abstaining, and 1 absent.

By: Beverly Carrick
Beverly Carrick, Secretary

**CONTRACT TERMS
AND CONDITIONS**

**TERMS AND CONDITIONS
OF CONTRACT**

DATED: JULY 1, 2024

ISSUED BY

THE BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS

TO

MADISON ACADEMY

CONFIRMING THE STATUS OF

MADISON ACADEMY

AS A

MICHIGAN PUBLIC SCHOOL ACADEMY

TABLE OF CONTENTS

Page

ARTICLE I

DEFINITIONS

Section 1.1. Certain Definitions..... 1
Section 1.2. Captions 6
Section 1.3. Gender and Number..... 6
Section 1.4. Statutory Definitions..... 6
Section 1.5. Schedules 6
Section 1.6. Application..... 6
Section 1.7. Conflicting Contract Provisions..... 6

ARTICLE II

**RELATIONSHIP BETWEEN
THE ACADEMY AND THE COLLEGE BOARD**

Section 2.1. Independent Status of Bay Mills Community College 7
Section 2.2. Independent Status of the Academy 7
Section 2.3. Financial Obligations of the Academy Are Separate From the State
of Michigan, College Board and the College..... 7
Section 2.4. Academy Has No Power To Obligate or Bind State of Michigan, the
College Board or the College..... 7

ARTICLE III

**ROLE OF THE COLLEGE BOARD
AS AUTHORIZING BODY**

Section 3.1. College Board Resolutions 8
Section 3.2. College Board as Fiscal Agent for the Academy..... 8
Section 3.3. Oversight Responsibilities of the College Board..... 8
Section 3.4. Reimbursement of College Board Expenses..... 8
Section 3.5. College Board Approval of Condemnation 8
Section 3.6. Authorization of Employment 9
Section 3.7. Code Requirements for College Board to Act as Authorizing Body..... 9
Section 3.8. College Board Subject to Open Meetings Act..... 9
Section 3.9. College Board Authorizing Body Activities Subject to Freedom of
Information Act..... 9
Section 3.10. College Board Review of Certain Financing Transactions..... 9
Section 3.11. Authorizing Body Contract Authorization Process 10

Section 3.12.	College Board’s Invitation to Academy to Apply For Conversion to Schools of Excellence	10
---------------	--	----

ARTICLE IV

**REQUIREMENT THAT THE ACADEMY
ACT SOLELY AS GOVERNMENTAL ENTITY**

Section 4.1.	Limitation on Actions in Performance of Governmental Functions.....	11
Section 4.2.	Other Permitted Activities	11
Section 4.3.	Academy Board Members Serve In Their Individual Capacity.....	11
Section 4.4.	Incompatible Public Offices and Conflicts of Interest Statutes	11
Section 4.5.	Prohibition of Identified Family Relationships.....	12
Section 4.6.	Dual Employment Positions Prohibited.....	13
Section 4.7.	Oath of Public Office	13
Section 4.8.	Academy Counsel	13

ARTICLE V

CORPORATE STRUCTURE OF THE ACADEMY

Section 5.1.	Nonprofit Corporation	13
Section 5.2.	Articles of Incorporation.....	13
Section 5.3.	Bylaws.....	13
Section 5.4.	Quorum	13

ARTICLE VI

OPERATING REQUIREMENTS

Section 6.1.	Governance Structure.....	14
Section 6.2.	Educational Goals	14
Section 6.3.	Educational Programs	14
Section 6.4.	Curriculum	14
Section 6.5.	Method of Pupil Assessment	14
Section 6.6.	Application and Enrollment of Students.....	15
Section 6.7.	School Calendar and School Day Schedule.....	15
Section 6.8.	Age or Grade Range of Pupils	15
Section 6.9.	Collective Bargaining Agreements.....	15
Section 6.10.	Accounting Standards	15
Section 6.11.	Annual Financial Statement Audit.....	15
Section 6.12.	Address and Description of Physical Plant; Process for Expanding Academy’s Site Operations.....	15
Section 6.13.	Contributions and Fund Raising	16
Section 6.14.	Disqualified Organizational or Contractual Affiliations.....	16

Section 6.15.	Method for Monitoring Academy’s Compliance with Applicable Law and Performance of its Targeted Educational Outcomes.....	16
Section 6.16.	Matriculation Agreements	16
Section 6.17.	New Public School Academies Located Within The Boundaries of A Community District.....	17

ARTICLE VII

TUITION PROHIBITED

Section 7.1.	Tuition Prohibited; Fees and Expenses.....	17
--------------	--	----

ARTICLE VIII

COMPLIANCE WITH APPLICABLE LAWS

Section 8.1.	Compliance with Applicable Law	17
--------------	--------------------------------------	----

ARTICLE IX

AMENDMENT

Section 9.1.	Amendments	18
Section 9.2.	Process for Amendment Initiated by the Academy	18
Section 9.3.	Process for Amendment Initiated by the College Board	18
Section 9.4.	Final Approval of Amendments.....	18
Section 9.5.	Change in Existing Law.....	18
Section 9.6.	Emergency Action on Behalf of College Board	18

ARTICLE X

CONTRACT TERMINATION, SUSPENSION, AND REVOCATION

Section 10.1.	Statutory Grounds for Revocation	19
Section 10.2.	Other Grounds for Revocation.....	19
Section 10.3.	Automatic Amendment Of Contract; Automatic Termination of Contract If All Academy Sites Closed; Economic Hardship Termination.....	20
Section 10.4.	Grounds and Procedures for Academy Termination of Contract	21
Section 10.5.	Grounds and Procedures for College Termination of Contract	21
Section 10.6.	College Board Procedures for Revoking Contract.....	22
Section 10.7.	Contract Suspension.....	25
Section 10.8.	Venue; Jurisdiction	26
Section 10.9.	Appointment of Conservator/Trustee	26
Section 10.10.	Academy Dissolution Account	27

ARTICLE XI

PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

Section 11.1. The Academy Budget; Transmittal of Budgetary Assumptions;
Budget Deficit; Enhanced Deficit Elimination Plan..... 27

Section 11.2. Insurance 29

Section 11.3. Legal Liabilities and Covenant Against Suit 35

Section 11.4. Lease or Deed for Proposed Single Site 35

Section 11.5. Occupancy and Safety Certificates 36

Section 11.6. Criminal Background and History Checks; Disclosure of
Unprofessional Conduct..... 36

Section 11.7. Special Education..... 36

Section 11.8. Deposit of Public Funds by the Academy..... 36

Section 11.9. Nonessential Elective Courses..... 36

Section 11.10. Required Provisions for ESP Agreements 36

Section 11.11. Management Agreements 38

Section 11.12. Administrator and Teacher Evaluation Systems..... 38

ARTICLE XII

GENERAL TERMS

Section 12.1. Notices 39

Section 12.2. Severability 39

Section 12.3. Successors and Assigns..... 40

Section 12.4. Entire Contract 40

Section 12.5. Assignment 40

Section 12.6. Non Waiver..... 40

Section 12.7. Governing Law 40

Section 12.8. Counterparts..... 40

Section 12.9. Term of Contract..... 40

Section 12.10. Indemnification 40

Section 12.11. Construction..... 41

Section 12.12. Force Majeure 41

Section 12.13. No Third Party Rights..... 41

Section 12.14. Non-agency 41

Section 12.15. College Board or CSO General Policies on Public School
Academies Shall Apply..... 41

Section 12.16. Survival of Provisions..... 41

Section 12.17. Information Available to the Public..... 42

Section 12.18. Termination of Responsibilities..... 42

Section 12.19. Disposition of Academy Assets Upon Termination or Revocation of
Contract..... 42

Section 12.20. Student Privacy..... 42

Section 12.21. Disclosure of Information to Parents and Legal Guardians.....	43
Section 12.22. List of Uses for Student Directory Information; Opt-Out Form; Notice to Student’s Parent or Legal Guardian	44
Section 12.23. Confidential Address Restrictions.	45
Section 12.24 Partnership Agreement.....	45
Section 12.25. Statewide Safety Information Policy.	45
Section 12.26. Criminal Incident Reporting Obligation.	45
Section 12.27. Academy Emergency Operations Plan.	45
Section 12.28. School Safety Liaison	46
Section 12.29. New Building Construction or Renovations	46
Section 12.30. Annual Expulsion Report and Website Report on Criminal Incidents.....	46

Exhibit A - Resolutions

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

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

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

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

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

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

ARTICLE I

DEFINITIONS

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

- (a) “Academy” means the Michigan nonprofit corporation named Madison Academy which is established as a public school academy pursuant to this Contract.
- (b) “Academy Board” means the Board of Directors of the Academy.
- (c) “Applicable Law” means all state and federal law applicable to public school academies, including

all rules, regulations, and orders promulgated thereunder.

- (d) “Application” means the public school academy application and supporting documentation submitted to the College Board for the establishment of the Academy and supplemented by material submitted pursuant to the College Board’s requirements for reauthorization.
- (e) “Authorizing Resolution” means Resolution No. 23-18 adopted by the College Board on July 25, 2023.
- (f) “Charter Schools Office Director” or “CSO Director” means the person designated by the College Board to administer the operations of the Charter Schools Office.
- (g) “Charter Schools Office” or “CSO” means the office designated by the College Board as the initial point of contact for public school academy applicants and public school academies authorized by the College Board. The Charter Schools Office is also responsible for administering the College Board’s responsibilities with respect to the Contract.
- (h) “Code” means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1853 of the Michigan Compiled Laws.
- (i) “College” means Bay Mills Community College, a federally tribally controlled community college that is recognized under the tribally controlled colleges and universities assistance act of 1978, 25 USC 1801 et seq., and which has been determined by the Michigan Department of Education to meet the requirements for accreditation by a recognized regional accreditation body.
- (j) “College Board” means the Bay Mills Community College Board of Regents, an authorizing body as

designated under Section 501 of the Code, MCL 380.501 et seq.

- (k) “College Board Chairperson” means the Chairperson of the Bay Mills Community College Board of Regents or his or her designee. In Section 1.1(l) below, “College Board Chairperson” means the Board Chairperson of the Bay Mills Community College Board of Regents.
- (l) “College Charter Schools Hearing Panel” or “Hearing Panel” means such person(s) as designated by the College Board Chairperson.
- (m) “Community District” means a community school district created under part 5B of the Code, MCL 380.381 et seq.
- (n) “Conservator” means the individual appointed by the College President in accordance with Section 10.9 of these Terms and Conditions.
- (o) “Contract” means, in addition to the definition set forth in the Code, these Terms and Conditions, Exhibit A containing the Authorizing Resolution and the Resolution, the Master Calendar, the ESP Policies, the Lease Policies, the Schedules, and the Application.
- (p) “Director” means a person who is a member of the Academy Board of Directors.
- (q) “Educational Service Provider” or “ESP” means an educational management organization as defined under section 503c of the Code, MCL 380.503c, that has entered into a contract or agreement with the Academy Board for operation or management of the Academy, which contract has been submitted to the CSO Director for review as provided in Section 11.11 and has not been disapproved by the CSO Director, and is consistent with the CSO Educational Service Provider Policies, as they may be amended from time to time, and Applicable Law.

- (r) “Educational Service Provider Policies” or “ESP Policies” means those policies adopted by the Charter Schools Office that apply to a Management Agreement. The Charter Schools Office Director may, at any time and at his or her sole discretion, amend the ESP Policies. The ESP Policies in effect as of this date are incorporated into and part of this Contract. Upon amendment, changes to the ESP Policies shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.
- (s) “Fund Balance Deficit” means the Academy has more liabilities than assets at the end of any given school fiscal year, and includes any fiscal year where the Academy would have had a budget deficit but for a financial borrowing by the Academy or a monetary contribution by an Educational Service Provider or other person or entity to the Academy. If the Academy receives a gift or grant of money or financial support from an Educational Service Provider or other person or entity that does not require repayment by the Academy, and is not conditioned upon the actions or inactions of the Academy Board, then such gift or grant shall not constitute a financial borrowing or contribution for purposes of determining a Fund Balance Deficit.
- (t) “Lease Policies” means those policies adopted by the Charter Schools Office that apply to real property lease agreements entered into by the Academy. The Charter Schools Office Director may, at any time and at his or her sole discretion, amend the Lease Policies. The Lease Policies in effect as of this date are incorporated into and part of this Contract. Upon amendment, changes to the Lease Policies shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.
- (u) “Management Agreement” or “ESP Agreement” means an agreement as defined under section 503c

of the Code, MCL 380.503c, that has been entered into between an ESP and the Academy Board for the operation and/or management of the Academy, which has been submitted to the CSO Director for review as provided in Section 11.11, and has not been disapproved by the CSO Director.

- (v) “Master Calendar” or “MCRR” means the Master Calendar of Reporting Requirements developed and administered by the Charter Schools Office setting forth a reporting time line for certain governance, financial, administrative, facility and educational information relating to the Academy. The Charter Schools Office Director may, at any time and at his or her sole discretion, amend the Master Calendar. Upon amendment, changes to the Master Calendar shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.
- (w) “President” means the President of Bay Mills Community College or his or her designee.
- (x) “Resolution” means Resolution No. 12-01 adopted by the College Board on January 20, 2012, establishing the standard method of selection, length of term and number of members format for public school academies issued a Contract by the College Board, as amended from time to time.
- (y) “Schedules” means the following Contract documents of the Academy: Schedule 1: Articles of Incorporation, Schedule 2: Bylaws, Schedule 3: Fiscal Agent Agreement, Schedule 4: Oversight Agreement, Schedule 5: Description of Staff Responsibilities, Schedule 6: Physical Plant Description, and Schedule 7: Required Information for Public School Academies.
- (z) “State Board” means the State Board of Education, established pursuant to Article 8,

Section 3 of the 1963 Michigan Constitution and MCL 388.1001 et seq.

- (aa) “State School Reform/Redesign Office” means the office created within the Michigan Department of Technology Management and Budget by Executive Reorganization Order 2015-02, codified at MCL 18.445, and transferred from the Michigan Department of Technology Management and Budget to the Michigan Department of Education by Executive Reorganization Order 2017-02, codified at MCL 388.1282.
- (bb) “Superintendent” means the Michigan Superintendent of Public Instruction.
- (cc) “Terms and Conditions” means this document entitled “Terms and Conditions of Contract, Dated July 1, 2024, Issued by the Bay Mills Community College Board of Regents to Madison Academy Confirming the Status of Madison Academy as a Michigan Public School Academy.”

Section 1.2. Captions. The captions and headings used in this Contract are for convenience only and shall not be used in construing the provisions of this Contract.

Section 1.3. Gender and Number. The use of any gender in this Contract shall be deemed to be or include the other genders, including neuter, and the use of the singular shall be deemed to include the plural (and vice versa) wherever applicable.

Section 1.4. Statutory Definitions. Statutory terms defined in Part 6A of the Code shall have the same meaning in this Contract.

Section 1.5. Schedules. All Schedules to this Contract are incorporated into, and made part of, this Contract.

Section 1.6. Application. The Application submitted to the College Board for the establishment of the Academy is incorporated into, and made part of, this Contract. Portions of the Applicant’s Application have been incorporated into this Contract. In the event that there is an inconsistency or dispute between materials in the Application and the Contract, the language or provisions in the Contract shall control.

Section 1.7. Conflicting Contract Provisions. In the event that there is a conflict between language contained in the provisions of this Contract, the Contract shall be interpreted as

follows: (i) the Resolution shall control over any other conflicting language in the Contract; (ii) the Authorizing Resolution shall control over any other conflicting language in the Contract with the exception of language in the Resolution; (iii) the Terms and Conditions shall control over any other conflicting language in the Contract with the exception of language in the Resolution and the Authorizing Resolution; and (iv) the Articles of Incorporation shall control over any other conflicting language in the Contract with the exception of language in the Resolution, Authorizing Resolution and these Terms and Conditions.

ARTICLE II

RELATIONSHIP BETWEEN THE ACADEMY AND THE COLLEGE BOARD

Section 2.1. Independent Status of Bay Mills Community College. The College Board is an authorizing body as defined by the Code. In approving this Contract, the College Board voluntarily exercises additional powers given to the College Board under the Code. Nothing in this Contract shall be deemed to be any waiver of the College Board's autonomy or powers and the Academy shall not be deemed to be a part of the College Board or the College. If applicable, the College Board has provided to the Department the accreditation notice required under Section 502 of the Code, MCL 380.502.

Section 2.2. Independent Status of the Academy. The Academy is a body corporate and governmental entity authorized by the Code. The Academy is organized and shall operate as a public school academy and a nonprofit corporation. The Academy is not a division or part of the College Board or the College. The relationship between the Academy and the College Board is based solely on the applicable provisions of the Code and the terms of this Contract or other agreements between the College Board and the Academy, if applicable.

Section 2.3. Financial Obligations of the Academy Are Separate From the State of Michigan, College Board and the College. Any contract, agreement, note, mortgage, loan or other instrument of indebtedness entered into by the Academy and a third party shall not in any way constitute an obligation, either general, special, or moral, of the State of Michigan, the College Board, or the College. Neither the full faith and credit nor the taxing power of the State of Michigan or any agency of the State, nor the full faith and credit of the College Board or the College shall ever be assigned or pledged for the payment of any Academy contract, agreement, note, mortgage, loan or other instrument of indebtedness.

Section 2.4. Academy Has No Power To Obligate or Bind State of Michigan, the College Board or the College. The Academy has no authority whatsoever to enter into any contract or other agreement that would financially obligate the State of Michigan, College Board or the College, nor does the Academy have any authority whatsoever to make any representations to lenders or third parties, that the State of Michigan, College Board or the College in any way

guarantee, are financially obligated, or are in any way responsible for any contract, agreement, note, mortgage, loan or other instrument of indebtedness entered into by the Academy.

ARTICLE III

ROLE OF THE COLLEGE BOARD AS AUTHORIZING BODY

Section 3.1. College Board Resolutions. The College Board has adopted the Resolution providing for the method of selection, length of term, number of Directors and the qualification of Directors. The College Board has adopted the Authorizing Resolution which approves the issuance of this Contract. The Resolution and the Authorizing Resolution are hereby incorporated into this Contract as Exhibit A. At any time and at its sole discretion, the College Board may amend the Resolution. Upon College Board approval, changes to the Resolution shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.

Section 3.2. College Board as Fiscal Agent for the Academy. The College Board is the fiscal agent for the Academy. As fiscal agent, the College Board assumes no responsibility for the financial condition of the Academy. The College Board is not liable for any debt or liability incurred by or on behalf of the Academy, or for any expenditure approved by or on behalf of the Academy Board. Except as provided in the Oversight Agreement and Article X of these Terms and Conditions, the College Board shall promptly, within five (5) business days of receipt, forward to the Academy all state school aid funds or other public or private funds received by the College Board for the benefit of the Academy. The responsibilities of the College Board, the State of Michigan, and the Academy are set forth in the Fiscal Agent Agreement incorporated herein as Schedule 3.

Section 3.3. Oversight Responsibilities of the College Board. The College Board has the responsibility to oversee the Academy's compliance with the Contract and all Applicable Law. The responsibilities of the Academy and the College Board are set forth in the Oversight Agreement executed by the parties and incorporated herein as Schedule 4.

Section 3.4. Reimbursement of College Board Expenses. The Academy shall pay the College Board an administrative fee to reimburse the College Board for the expenses associated with the execution of its authorizing body and oversight responsibilities. The terms and conditions of the administrative fee are set forth in Schedule 4.

Section 3.5. College Board Approval of Condemnation. In the event that the Academy desires to acquire property pursuant to the Uniform Condemnation Procedures Act or other applicable statutes, it shall obtain express written permission for such acquisition from the College Board. The Academy shall submit a written request to the College Board describing the proposed acquisition and the purpose for which the Academy desires to acquire the property. Provided the Academy Board submits the written request at least sixty (60) days before the College Board's

next regular meeting, the College Board shall vote on whether to give express written permission for the acquisition at its next regular meeting.

Section 3.6. Authorization of Employment. The College Board authorizes the Academy to employ or contract directly with personnel according to the position information outlined in Schedule 5. However, the Academy Board shall prohibit any individual from being employed by the Academy, an Educational Service Provider or an employee leasing company involved in the operation of the Academy, in more than one (1) full-time position and simultaneously being compensated at a full-time rate for each of these positions. Additionally, the Academy Board shall require each individual who works at the Academy to disclose to the Academy Board any other public school or educational service provider at which that individual works or to which that individual provides services. An employee hired by the Academy shall be an employee of the Academy for all purposes and not an employee of the College for any purpose. With respect to Academy employees, the Academy shall have the power and responsibility to (i) recruit, select and engage employees; (ii) pay their wages; (iii) evaluate performance; (iv) discipline and dismiss employees; and (v) control the employees' conduct, including the method by which the employee carries out his or her work. The Academy Board shall be responsible for carrying workers' compensation insurance and unemployment insurance for its employees. The Academy shall ensure that the term or length of any employment contract or consultant agreement does not extend beyond the term of this Contract and shall terminate in the event this Contract is revoked or terminated. In no event may an Academy employee's employment contract term, inclusive of automatic renewals, extend beyond the term of this Contract.

Section 3.7. Code Requirements for College Board to Act as Authorizing Body. The College Board has complied with the requirements of Section 1475 of the Code, MCL 380.1475, and will continue to comply with the Code during the term of this Contract.

Section 3.8. College Board Subject to Open Meetings Act. As required by Section 1475 of the Code, MCL 380.1475, College Board meetings conducted for the purpose of carrying out or administering any authorizing body function shall be administered in accordance with the Open Meetings Act, MCL 15.261 et seq.

Section 3.9. College Board Authorizing Body Activities Subject to Freedom of Information Act. As required by Section 1475 of the Code, MCL 380.1475, all authorizing body functions performed by the College Board shall be subject to public disclosure in accordance with the Freedom of Information Act, MCL 15.231 et seq.

Section 3.10. College Board Review of Certain Financing Transactions. In the event that the Academy desires to finance the acquisition, by lease, purchase, or other means, of facilities or equipment, in excess of \$150,000, pursuant to arrangements calling for payments over a period greater than one (1) year, and which include a pledge, assignment or direction to one or more third parties of a portion of the funds to be received by the Academy from the State of Michigan pursuant to the State School Aid Act of 1979, as amended, being MCL 388.1601 et seq., then Academy shall obtain prior review for such financing from the College Board. The Academy shall submit a written request to the College Board describing the proposed financing transaction, and the

facilities or equipment to be acquired with the proceeds thereof. Provided the Academy submits the written request at least sixty (60) days before the College Board's next regular meeting, the College Board shall vote on whether to disapprove the proposed financing transaction at the next meeting. If the proposed transaction is not disapproved, the College Board may still condition the decision not to disapprove on compliance by the Academy and any lender, lessor, seller or other party with such terms as the College Board deems appropriate under the circumstances. If the proposed transaction is disapproved, such disapproval may, but shall not be required to, state one or more conditions which, if complied with by the Academy and any lender, lessor, seller or other party, would cause such disapproval to be deemed withdrawn. No transaction described in this Section may be entered into by the Academy if the proposed transaction is disapproved by the College Board. By not disapproving a proposed transaction, the College Board is in no way giving approval of the proposed transaction, or representing that the Academy has the ability to meet or satisfy any of the terms or conditions thereof.

Section 3.11. Authorizing Body Contract Authorization Process. Pursuant to the Code, the College Board is not required to issue a contract to the Academy. This Contract is for a fixed term and will terminate at that end of the Contract term set forth in Section 12.9 without any further action of either the Academy or the College Board. The Academy shall seek a new contract by making a formal request to the College Board in writing at least two years prior to the end of the Contract term. The College Board shall provide to the Academy a description of the timeline and process by which the Academy may be considered for issuance of a new contract. The timeline and process for consideration of whether to issue a new contract to the Academy shall be solely determined by the College Board. The standards for the issuance of a new contract shall include increases in academic achievement for all groups of pupils as measured by assessments and other objective criteria established by the College Board as the most important factor of whether to issue or not issue a new contract. The College Board, at its own discretion, may change its timeline and process for issuance of a new contract at any time, and any such changes shall take effect automatically without the need for any amendment to the Contract. Consistent with the Code, the College Board may elect, at its sole discretion, not to consider the issuance of a contract, consider reauthorization of the Academy and elect not to issue a contract, or consider reauthorization of the Academy and issue a contract for a fixed term.

Section 3.12. College Board's Invitation to Academy to Apply For Conversion to Schools of Excellence. If the College Board is interested in accepting applications to issue contracts to charter Schools of Excellence under Part 6E of the Code, and the College Board determines that the Academy meets the College Board's and the Code's eligibility criteria for applying to convert the Academy to a School of Excellence, then the College Board may invite the Academy to submit an application to apply for a contract to convert the Academy to a school of excellence. In accordance with the Code, the College Board shall establish its own competitive application process and provide the necessary forms and procedures to eligible public school academies.

ARTICLE IV

REQUIREMENT THAT THE ACADEMY ACT SOLELY AS GOVERNMENTAL ENTITY

Section 4.1. Limitation on Actions in Performance of Governmental Functions. The Academy shall act exclusively as a governmental entity and shall not undertake any action inconsistent with its status as a governmental entity authorized to receive state school aid funds pursuant to Section 11 of Article IX of the State Constitution of 1963.

Section 4.2. Other Permitted Activities. Consistent with the provisions of this Contract, the Academy is permitted to engage in lawful activities that are not in derogation of the Academy's mission and status of operating a public school academy or that would not jeopardize the eligibility of the Academy for state school aid funds.

Section 4.3. Academy Board Members Serve In Their Individual Capacity. All Directors of the Academy Board shall serve in their individual capacity, and not as a representative or designee of any other person or entity. A person who does not serve in their individual capacity, or who serves as a representative or designee of another person or entity, shall be deemed ineligible to continue to serve as a Director of the Academy Board. A Director who violates this Section shall be removed from office, in accordance with the removal provisions found in the Resolution or Schedule 2: Bylaws. As set forth in the Resolution, a Director serves at the pleasure of the College Board, and may be removed with or without cause at any time.

Section 4.4. Incompatible Public Offices and Conflicts of Interest Statutes. The Academy shall comply with the Incompatible Public Offices statute, being MCL 15.181 et seq. of the Michigan Compiled Laws, and the Contracts of Public Servants with Public Entities statute, being MCL 15.321 et seq. of the Michigan Compiled Laws. The Academy Board shall ensure compliance with Applicable Law relating to conflicts of interest. Notwithstanding any other provision of this Contract, the following shall be deemed prohibited conflicts of interest for purposes of this Contract:

- (a) An individual simultaneously serving as an Academy Board member and as an owner, officer, director, employee or consultant of or independent contractor to an Educational Service Provider or an employee leasing company, or a subcontractor to an Educational Service Provider or an employee leasing company that has an ESP Agreement with the Academy;
- (b) An individual simultaneously serving as an Academy Board member and an Academy employee;

- (c) An individual simultaneously serving as an Academy Board member and an independent contractor to the Academy;
- (d) An individual simultaneously serving as an Academy Board member and a member of the governing board of another public school;
- (e) An individual simultaneously serving as an Academy Board member and a College official, employee, or paid consultant, as a representative of the College; and
- (f) An individual simultaneously serving as an Academy Board member and having an ownership or financial interest in any real or personal property leased or subleased to the Academy.

Section 4.5. Prohibition of Identified Family Relationships. The Academy Board shall prohibit specifically identified family relationships pursuant to Applicable Law and the Terms and Conditions of this Contract. Notwithstanding any other provision of this Contract, the following shall be deemed prohibited familial relationships for the purposes of this Contract:

- (a) No person shall be appointed or reappointed to serve as an Academy Board member if the person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or same-sex domestic partner:
 - (i) Is employed by the Academy;
 - (ii) Works at or is assigned to work at the Academy;
 - (iii) Has an ownership, officer, policymaking, managerial, administrative non-clerical, or other significant role with the Academy's ESP or employee leasing company; or
 - (iv) Has an ownership or financial interest in any school building lease or sublease agreement with the Academy.
- (b) The Academy Board shall require each individual who works at the Academy to annually disclose any familial relationship with any other individual who works at, or provides services to, the Academy. For purposes of this subsection, familial relationship means a person's mother,

mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or same-sex domestic partner.

Section 4.6. Dual Employment Positions Prohibited. Any person working at the Academy is prohibited by law from being employed at the Academy in more than one full-time position and simultaneously being compensated for each position.

Section 4.7. Oath of Public Office. Academy Board members are public officials. Before entering upon the duties of a public school board member, each Academy Board member shall take, sign and file the constitutional oath of office with the Charter Schools Office.

Section 4.8. Academy Counsel. The Academy Board shall select, retain and pay legal counsel to represent the Academy. The Academy shall not retain any attorney to represent the Academy if the attorney or the attorney's law firm also represents the Academy's Educational Service Provider or any person or entity leasing real property to the Academy, if any.

ARTICLE V

CORPORATE STRUCTURE OF THE ACADEMY

Section 5.1. Nonprofit Corporation. The Academy shall be organized and operated as a public school academy corporation organized under the Michigan Nonprofit Corporation Act, as amended, Act No. 162 of the Public Acts of 1982, being Sections 450.2101 to 450.3192 of the Michigan Compiled Laws. Notwithstanding any provision of the Michigan Nonprofit Corporation Act, as amended, the Academy shall not take any action inconsistent with the provisions of Part 6A of the Code or other Applicable Law.

Section 5.2. Articles of Incorporation. The Articles of Incorporation of the Academy, as set forth in Schedule 1, shall be the Articles of Incorporation of the Academy. Any subsequent amendments to the Academy's Articles of Incorporation shall only be incorporated into this Contract pursuant to Article IX of these Terms and Conditions.

Section 5.3. Bylaws. The Bylaws of the Academy, as set forth in Schedule 2, shall be the Bylaws of the Academy. Any subsequent amendments to the Academy's Bylaws shall only be incorporated into this Contract pursuant to Article IX of these Terms and Conditions.

Section 5.4. Quorum. Notwithstanding any document in the Contract that is inconsistent with this Section, including the Academy's Articles of Incorporation and Bylaws, a quorum of the Academy Board that is necessary to transact business and to take action shall be a majority of the Academy Board member positions as set by the Authorizing Resolution.

ARTICLE VI

OPERATING REQUIREMENTS

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

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

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

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

Section 6.5. Method of Pupil Assessment. The Academy shall evaluate pupils' work based on the assessment strategies identified in Schedule 7e. The Academy also shall assess pupil performance using all applicable testing that the Code or the Contract require. The Academy shall provide the Charter Schools Office with copies of reports, assessments and test results concerning the following:

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

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

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

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

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

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

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

Section 6.11. Annual Financial Statement Audit. The Academy shall conduct an annual financial statement audit prepared and reviewed by an independent certified public accountant. The Academy Board shall select, retain, and pay the Academy's independent auditor. The Academy Board shall not approve the retention of any independent auditor if that independent auditor or the auditor's firm is also performing accounting and/or auditing services for the Academy's Educational Service Provider, if any. In accordance with timeframes set forth in the Master Calendar, the Academy shall submit one (1) copy of the annual financial statement audit, auditor's management letters and any responses to auditor's management letters to the Charter Schools Office.

Section 6.12. Address and Description of Physical Plant; Process for Expanding Academy's Site Operations. The address and description of the physical plant for the Academy is set forth in Schedule 6. With the approval of the College Board, the Academy Board may operate the same configuration of age or grade levels at more than one (1) site if each configuration of age or grade levels and each site identified in Schedule 6 are under the direction and control of the Academy Board.

The College Board's process for evaluating and approving the same configuration of age or grade levels at more than one (1) site is as follows:

By formal resolution, the Academy Board may request the authority to operate the same configuration of age or grade levels at more than one site. The Academy Board shall submit to the CSO a contract amendment, in a form and manner determined by the CSO. The contract amendment shall include all information requested by the CSO, including detailed information about the site, the Academy's proposed operations at the site and the information provided in Contract Schedules 4, 5, 6 and 7. Upon receipt of a complete contract amendment, the CSO Director shall review the contract amendment and make a recommendation to the College Board on whether the Academy's request for site expansion should be approved. A positive recommendation by the CSO Director of the contract amendment shall include a determination by the CSO Director that the Academy is operating in compliance with the Contract and is making measurable progress toward meeting the Academy's educational goals. The College Board may consider the Academy Board's site expansion request contract amendment following submission by the CSO Director of a positive recommendation. If the College Board approves the Academy Board's site expansion request contract amendment, the Contract shall be amended in accordance with Article IX of these Terms and Conditions. The College Board reserves the right to modify, reject or approve any site expansion request contract amendment in its sole and absolute discretion.

Section 6.13. Contributions and Fund Raising. The Academy may solicit and receive contributions and donations as permitted by law. No solicitation shall indicate that a contribution to the Academy is for the benefit of the College or the College Board.

Section 6.14. Disqualified Organizational or Contractual Affiliations. The Academy shall comply with all state and federal law applicable to public schools concerning church-state issues. To the extent disqualified under the state or federal constitutions, the Academy shall not be organized by a church or other religious organization and shall not have any organizational or contractual affiliation with or constitute a church or other religious organization. Nothing in this Section shall be deemed to diminish or enlarge the civil and political rights, privileges and capacities of any person on account of his or her religious belief.

Section 6.15. Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Targeted Educational Outcomes. The Academy shall perform the compliance certification duties required by the College Board and outlined in the Oversight Agreement set forth as Schedule 4. In addition to the College Board's oversight responsibilities and other reporting requirements set forth in this Contract, the Academy's compliance certification duties shall serve as the method for monitoring the Academy's compliance with Applicable Law and its performance in meeting its educational goals.

Section 6.16. Matriculation Agreements. Before the Academy Board approves a matriculation agreement with another public school, the Academy shall provide a draft copy of the agreement to the Charter Schools Office for review. Any matriculation agreement entered into by the Academy shall be incorporated into Schedule 7f by contract amendment pursuant to Article IX of these Terms and Conditions. Postings of Accreditation Status. The Academy shall post notices

to the Academy's homepage of its website disclosing the accreditation status of each school as required by the Code.

Section 6.17. New Public School Academies Located Within The Boundaries of A Community District. If the Academy is a new public school academy and either of the circumstances listed below in (a) or (b) apply to the Academy's proposed site(s), the Academy represents to the College Board, intending that the College Board rely on such representation as a precondition to issuing this Contract, that the Academy has a substantially different governance, leadership and curriculum than the public school previously operating at the site:

(a) The Academy's proposed site is the same location as a public school that (i) is currently on the list under Section 1280c(1), MCL 380.1280c(1) or Section 1280g(3), MCL 380.1280g(3), as applicable; or (ii) has been on the list during the immediately preceding 3 school years.

(b) The Academy's proposed site is the same location of another public school academy, urban high school academy, school of excellence or strict discipline academy whose contract was revoked or terminated by an authorizing body under the applicable part or section of the Code.

ARTICLE VII

TUITION PROHIBITED

Section 7.1. Tuition Prohibited; Fees and Expenses. The Academy shall not charge tuition. The Academy may impose fees and require payment of expenses for activities of the Academy where such fees and payments are not prohibited by Applicable Law.

ARTICLE VIII

COMPLIANCE WITH APPLICABLE LAWS

Section 8.1. Compliance with Applicable Law. The Academy shall comply with all applicable state and federal laws, including, but not limited to, to the extent applicable, the Code, the State School Aid Act of 1979, the Open Meetings Act, the Freedom of Information Act ("FOIA"), the Public Employment Relations Act, the Uniform Budgeting and Accounting Act, the Revised Municipal Finance Act of 2001, the Elliott-Larsen Civil Rights Act, the Persons with Disabilities Civil Rights Act, and Subtitle A of Title II of the Americans with Disabilities Act of 1990, Public Law 101-336, 42 USC & 12101 et seq. or any successor law. The Academy agrees to participate in state assessments, data collection systems, state level student growth models, state accountability and accreditation systems, and other public comparative data collection required for public schools. Additionally, the Academy shall comply with other state and federal laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other state or federal law to the Academy.

ARTICLE IX

AMENDMENT

Section 9.1. Amendments. The College Board and the Academy acknowledge that the operation and administration of a public school academy and the improvement of educational outcomes over time will require amendment of this Contract. In order to assure a proper balance between the need for independent development of the Academy and the statutory responsibilities of the College Board as an authorizing body, the parties have established a flexible process for amending this Contract.

Section 9.2. Process for Amendment Initiated by the Academy. The Academy, by a majority vote of its Board of Directors, may, at any time, propose specific changes in this Contract or may propose a meeting to discuss potential revision of this Contract. The proposal will be made to the College Board through its designee. Except as provided in Section 6.12 of these Terms and Conditions, the College Board delegates to the CSO Director the review and approval of changes or amendments to this Contract. In the event that a proposed change is not accepted by the CSO Director, the College Board may consider and vote upon a change proposed by the Academy following an opportunity for a presentation to the College Board by the Academy.

Section 9.3. Process for Amendment Initiated by the College Board. The College Board, or an authorized designee, may, at any time, propose specific changes in this Contract or may propose a meeting to discuss potential revision of this Contract. The College Board delegates to the CSO Director the review and approval of changes or amendments to this Contract. The Academy Board may delegate to an officer of the Academy the review and negotiation of changes or amendments to this Contract. The Contract shall be amended as requested by the College Board upon a majority vote of the Academy Board.

Section 9.4. Final Approval of Amendments. Amendments to this Contract take effect only after they have been approved by the Academy Board and by the College Board or the CSO Director. If the proposed amendment conflicts with any of the College Board's general policies on public school academies, the proposed amendment shall take effect only after approval by the Academy and the College Board.

Section 9.5. Change in Existing Law. If, after the effective date of this Contract, there is a change in Applicable Law which alters or amends rights, the responsibilities or obligations of either the Academy or the College Board, this Contract shall be altered or amended to reflect the change in existing law as of the effective date of such change. To the extent possible, the responsibilities and obligations of the Academy and the College Board shall conform to and be carried out in accordance with the change in Applicable Law.

Section 9.6. Emergency Action on Behalf of College Board. Notwithstanding any other provision of this Contract to the contrary, the contents of this Section shall govern in the event of an emergency situation that arises between meetings of the College Board. An emergency situation shall be deemed to occur if the Charter Schools Office Director, in his or her sole

discretion, determines that the facts and circumstances warrant that emergency action take place before the next meeting of the College Board. Upon the determination that an emergency situation exists, the Charter Schools Office Director may temporarily take action on behalf of the College Board with regard to the Academy or the Contract, so long as such action is in the best interest of the College Board and the Charter Schools Office Director consults with the College Board Chairperson or the College President prior to taking the intended actions. When acting during an emergency situation, the Charter Schools Office Director shall have the authority to act in place of the College Board, and such emergency action shall only be effective in the interim before the earlier of (a) rejection of the emergency action by the Chairperson of the College Board; or (b) the next meeting of the College Board. The Charter Schools Office Director shall immediately report such action to the College Board for confirmation at the next meeting so that the emergency action continues or, upon confirmation by the College Board, becomes permanent.

ARTICLE X

CONTRACT TERMINATION, SUSPENSION, AND REVOCATION

Section 10.1. Statutory Grounds for Revocation. In addition to the other grounds for revocation in Section 10.2 and the automatic revocation in Section 10.3 of these Terms and Conditions, the College Board may revoke this Contract, pursuant to the procedures set forth in Section 10.6, upon a determination that one or more of the following has occurred:

- (a) Failure of the Academy to demonstrate improved pupil academic achievement for all groups of pupils or meet the educational goals and related measures set forth in this Contract;
- (b) Failure of the Academy to comply with all Applicable Law;
- (c) Failure of the Academy to meet generally accepted public sector accounting principles and demonstrate sound fiscal stewardship; or
- (d) The existence of one or more other grounds for revocation as specified in this Contract.

Section 10.2. Other Grounds for Revocation. In addition to the statutory grounds for revocation set forth in Section 10.1 and the grounds for an automatic revocation set forth in Section 10.3, the College Board may revoke this Contract, pursuant to the procedures set forth in Section 10.6, upon a determination that one or more of the following has occurred:

- (a) The Academy fails to achieve or demonstrate measurable progress toward achieving the educational goals and related measures identified in this Contract;

- (b) The Academy fails to properly implement, consistently deliver, and support the educational programs or curriculum identified in this Contract;
- (c) The Academy is insolvent, has been adjudged bankrupt, or has operated for two or more school fiscal years with a fund balance deficit;
- (d) The Academy has insufficient enrollment to successfully operate a public school academy, or the Academy has lost more than fifty percent (50%) of its student enrollment from the previous school year;
- (e) The Academy fails to fulfill the compliance and reporting requirements or defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract or, during the term of this Contract, it is discovered by the Charter Schools Office that the Academy failed to fulfill the compliance and reporting requirements or there was a violation of a prior Contract issued by the College Board;
- (f) The Academy files amendments to its Articles of Incorporation with the Michigan Department of Licensing and Regulatory Affairs, Bureau of Commercial Services without first obtaining the Charter Schools Office's approval;
- (g) The Charter Schools Office discovers grossly negligent, fraudulent or criminal conduct by the Academy's applicant(s), directors, officers, employees or agents in relation to their performance under this Contract; or
- (h) The Academy's applicant(s), directors, officers, employees or agents have provided false or misleading information or documentation to the Charter Schools Office in connection with the College Board's approval of the Application, the issuance of this Contract, or the Academy's reporting requirements under this Contract or Applicable Law.

Section 10.3. Automatic Amendment Of Contract; Automatic Termination of Contract If All Academy Sites Closed; Economic Hardship Termination.

Except as otherwise provided in this Section 10.3, if the College Board is notified by the Department that an Academy site is subject to closure under section 507 of the Code, MCL 380.507 ("State's Automatic Closure Notice"), then this Contract shall automatically be amended to eliminate the Academy's authority to operate certain age and grade levels at the site or sites identified in the State's Automatic Closure Notice. If the State's Automatic Closure Notice includes all of the Academy's existing sites, then this Contract shall automatically be terminated at the end of the current school year in which either the State's Automatic Closure Notice is received without any further action of the College Board or the Academy.

Following receipt of the State’s Automatic Closure Notice, the Charter Schools Office shall forward a copy of the notice to the Academy Board and may request a meeting with the Academy Board representatives to discuss the Academy’s plans and procedures for the elimination of certain age or grade levels at the identified site or sites, or if all of the Academy’s existing sites are included in that notice, then wind-up and dissolution of the Academy corporation at the end of the current school year. All Academy inquiries and requests for reconsideration of the State’s Automatic Closure Notice, including the granting of any hardship exemption by the Department rescinding the State’s Automatic Closure Notice (“Pupil Hardship Exemption”), shall be directed to the Department, in a form and manner determined by the Department.

If the Department rescinds the State’s Automatic Closure Notice for an Academy site or sites by granting a Pupil Hardship Exemption, the Academy is not required to close the identified site(s), but shall present to the Charter Schools Office a proposed Contract amendment incorporating the Department’s school improvement plan, if applicable, for the identified site(s).

If the Department elects not to issue a Pupil Hardship Exemption and the Charter Schools Officer determines, in his or her discretion, that the closure of one or more sites as directed by the Department creates a significant economic hardship for the Academy as a going concern or the possibility of a mid-year school closure, then the Charter Schools Officer may recommend to the College Board that the Contract be terminated at the end of the current school year (hereinafter “Economic Hardship Termination”). If the College Board approves the Economic Hardship Termination recommendation, then this Contract shall terminate at the end of the current school year without any further action of the parties.

The College Board’s revocation procedures set forth in Section 10.6(c) do not apply to an automatic termination initiated by the State’s Automatic Closure Notice or an Economic Hardship Termination under this Section 10.3.

Section 10.4. Grounds and Procedures for Academy Termination of Contract. The Academy Board, by majority vote of its Directors, may, at any time and for any reason, request termination of this Contract. The Academy Board’s request for termination shall be made to the Charter Schools Office Director not less than six (6) calendar months in advance of the Academy’s proposed effective date of termination. Upon receipt of an Academy request for termination, the Charter Schools Office Director shall present the Academy Board’s request for termination to the College Board. A copy of the Academy Board’s resolution approving of the Contract termination, including a summary of the reasons for terminating the Contract, shall be included with the Academy Board’s request for termination. After receipt of the Academy Board’s request for termination, the College Board shall consider the Academy’s request no later than its next regularly scheduled meeting. The College Board shall make a final determination and vote on the proposed termination request within 90 days of receipt of the request from the Academy. The College Board may, in its sole discretion, waive the six (6) month advance notice requirement for terminating this Contract.

Section 10.5. Grounds and Procedures for College Termination of Contract. The College Board, in its sole discretion, reserves the right to terminate the Contract (i) for any reason or for

no reason provided that such termination shall not take place less than six (6) months from the date of the College Board's action; (ii) if there is a change in Applicable Law that the College Board, in its sole discretion, determines impairs its rights and obligations under the Contract or requires the College Board to make changes in the Contract that are not in the best interest of the College Board or the College; or (iii) if exigent circumstances exist that the College Board, in its sole discretion, determines necessitate termination of this Contract to protect the health, safety, or welfare of the Academy students, property, or funds that cannot be cured in a reasonable period as determined solely by the College Board, then such termination shall take effect at the end of the current Academy fiscal year. Following College Board approval, the Charter Schools Office Director shall provide notice of the termination to the Academy. If during the period between the College Board action to terminate and the effective date of termination, the Academy has violated the Contract or Applicable Law, the Contract may be revoked or suspended sooner pursuant to this Article X. If this Contract is terminated pursuant to this Section 10.5, the revocation procedures in Section 10.6 shall not apply.

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

(a) Notice of Intent to Revoke. The Charter Schools Office Director, upon reasonable belief that grounds for revocation of the Contract exist, shall notify the Academy Board of such grounds by issuing the Academy Board a Notice of Intent to Revoke for non-compliance with the Contract or Applicable Law. The Notice of Intent to Revoke shall be in writing and shall set forth in sufficient detail the alleged grounds for revocation.

(b) Academy Board's Response. Within thirty (30) days of receipt of the Notice of Intent to Revoke, the Academy Board shall respond in writing to the alleged grounds for revocation. The Academy Board's response shall be addressed to the Charter Schools Office Director, and shall either admit or deny the allegations of non-compliance. If the Academy's response includes admissions of non-compliance with the Contract or Applicable Law, the Academy Board's response must also contain a description of the Academy Board's plan and time line for correcting the non-compliance with the Contract or Applicable Law. If the Academy's response includes a denial of non-compliance with the Contract or Applicable Law, the Academy's response shall include sufficient documentation or other evidence to support a denial of non-compliance with the Contract or Applicable Law. A response not in compliance with this Section shall be deemed to be non-responsive. As part of its response, the Academy Board may request that a meeting be scheduled with the Charter Schools Office Director prior to a review of the Academy Board's response.

(c) Plan of Correction. Within fifteen (15) days of receipt of the Academy Board's response or after a meeting with Academy Board representatives, the Charter Schools Office Director shall review the Academy Board's response and determine whether a reasonable plan for correcting the deficiencies can be formulated. If the Charter Schools Office Director determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent to Revoke can be formulated, the Charter Schools Office Director shall develop a plan for correcting the non-compliance ("Plan of Correction") which may include reconstitution pursuant to 10.6(d) of these

Terms and Conditions. In developing a Plan of Correction, the Charter Schools Office Director is permitted to adopt, modify or reject some or all of the Academy Board's response for correcting the deficiencies outlined in the Notice of Intent to Revoke. The Notice of Intent to Revoke shall be closed if the Charter Schools Office Director determines any of the following: (i) the Academy Board's denial of non-compliance is persuasive; (ii) the non-compliance set forth in the Notice of Intent to Revoke has been corrected by the Academy Board; or (iii) the Academy Board has successfully completed the Plan of Correction.

(d) College Board's Contract Reconstitution Provision. The Charter Schools Office Director may reconstitute the Academy in an effort to improve student educational performance or to avoid interruption of the educational process. Reconstitution may include, but is not limited to, one of the following actions: (i) removal of 1 or more members of the Academy Board; (ii) termination of at-will board appointments of 1 or more Academy Board members in accordance with the Resolution; (iii) withdrawing approval of a contract under Section 506 of the Code; (iv) the appointment of a new Academy Board of Directors or a Conservator to take over operations of the Academy; or (v) closure of an Academy site(s).

Reconstitution of the Academy does not restrict the Department from issuing an order under section 507 of the Code, MCL 380.507, directing the automatic closure of the Academy's site(s).

(e) Request for Revocation Hearing. The Charter Schools Office Director may initiate a revocation hearing before the College Charter Schools Hearing Panel if the Charter Schools Office Director determines that any of the following has occurred:

(i) the Academy Board has failed to respond to the Notice of Intent to Revoke as set forth in Section 10.6(b);

(ii) the Academy Board's response to the Notice of Intent to Revoke is non-responsive;

(iii) the Academy Board's response admits violations of the Contract or Applicable Law which the Charter Schools Office Director deems cannot be remedied or cannot be remedied in an appropriate period of time, or for which the Charter Schools Office Director determines that a Plan of Correction cannot be formulated;

(iv) the Academy Board's response contains denials that are not supported by sufficient documentation or other evidence showing compliance with the Contract or Applicable Law;

(v) the Academy Board has not complied with part or all of a Plan of Correction established in Section 10.6(c);

(vi) the Academy Board has engaged in actions that jeopardize the financial or educational integrity of the Academy; or

(vii) the Academy Board has been issued multiple or repeated Notices of Intent to Revoke.

The Charter Schools Office Director shall send a copy of the request for revocation hearing to the Academy Board at the same time the request is sent to the Hearing Panel. The request for revocation shall identify the reasons for revoking the Contract.

(f) Hearing before the College Charter Schools Hearing Panel. Within thirty (30) days of receipt of a request for revocation hearing, the Hearing Panel shall convene a revocation hearing. The Hearing Panel shall provide a copy of the notice of hearing to the Charter Schools Office and the Academy Board at least ten (10) days before the hearing. The purpose of the Hearing Panel is to gather facts surrounding the Charter Schools Office Director's request for Contract revocation, and to make a recommendation to the College Board on whether the Contract should be revoked. The revocation hearing shall be held at a location, date and time as determined by the Charter Schools Office Director and shall not last more than three hours. The hearing shall be transcribed and the cost shall be divided equally between the College and the Academy. The Charter Schools Office Director or his or her designee, and the Academy Board or its designee, shall each have equal time to make their presentation to the Hearing Panel. Although each party is permitted to submit affidavits and exhibits in support of their positions, the Hearing Panel will not hear testimony from any witnesses for either side. The Hearing Panel may, however, question the Charter Schools Office Director and the Academy Board. Within thirty (30) days of the revocation hearing, the Hearing Panel shall make a recommendation to the College Board concerning the revocation of the Contract. For good cause, the Hearing Panel may extend any time deadline set forth in this subsection. A copy of the Hearing Panel's recommendation shall be provided to the Charter Schools Office and the Academy Board at the same time that the recommendation is sent to the College Board.

(g) College Board Decision. If the Hearing Panel's recommendation is submitted to the College Board at least fourteen (14) days before the College Board's next regular meeting, the College Board shall consider the Hearing Panel's recommendation at its next regular meeting and vote on whether to revoke the Contract. The College Board reserves the right to modify, reject or approve all or any part of the Hearing Panel's recommendation. The College Board shall have available to it copies of the Hearing Panel's recommendation and the transcript from the hearing. The College Board may waive the fourteen (14) day submission requirement or hold a special board meeting to consider the Hearing Panel's recommendation. A copy of the College Board's decision shall be provided to the Charter Schools Office, the Academy Board and the Department.

(h) Effective Date of Revocation. If the College Board votes to revoke the Contract, the revocation shall be effective on the date of the College Board's act of revocation, or at a later date as determined by the College Board.

(i) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the College Board after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the College Board to revoke the Contract, may be withheld by the College Board or returned to the Michigan Department of

Treasury upon request. The College Board may also direct that a portion of the Academy's state school aid funds be directed to fund the Academy's dissolution account established under Section 10.10 of these Terms and Conditions.

Section 10.7. Contract Suspension. The College Board's process for suspending the Contract is as follows:

(a) The Charter Schools Office Director Action. If the Charter Schools Office Director determines, in his or her sole discretion, that certain conditions or circumstances exist such that the Academy Board:

- (i) has placed staff or students at risk;
- (ii) is not properly exercising its fiduciary obligations to protect and preserve the Academy's public funds and property;
- (iii) has lost its right to occupancy of the physical facilities described in Schedule 6, and cannot find another suitable physical facility for the Academy prior to the expiration or termination of its right to occupy its existing physical facilities;
- (iv) has failed to secure or has lost the necessary fire, health, and safety approvals as required by Schedule 6;
- (v) has willfully or intentionally violated this Contract or Applicable Law; or
- (vi) has violated Section 10.2(g) or (h), then the Charter Schools Office Director may immediately suspend the Contract, pending completion of the procedures set forth in Section 10.6. A copy of the suspension notice, setting forth the grounds for suspension, shall be sent to the Academy Board and to the Hearing Panel. If this subsection is implemented, the notice and hearing procedures set forth in Section 10.6 shall be expedited as much as possible.

(b) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the College Board after a decision by the Charter Schools Office Director to suspend the Contract, may be retained by the College Board for the Academy until the Contract is reinstated, or may be returned to the Michigan Department of Treasury upon the State's request.

(c) Immediate Revocation Proceeding. If the Academy Board, after receiving a notice of Contract suspension from the Charter Schools Office Director, continues to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may immediately convene a revocation hearing in accordance with the procedures set forth in section 10.6(e) of this Contract. The Hearing Panel has the authority to accelerate the time line for revoking the Contract, provided that notice of the revocation hearing shall be provided to the Charter Schools Office and the Academy Board at least five (5) days before the hearing. If the Hearing Panel determines that the Academy Board has continued to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may recommend revocation of the Contract. The College Board shall

proceed to consider the Hearing Panel's recommendation in accordance with Sections 10.6(f) through (h).

Section 10.8. Venue; Jurisdiction. The parties agree that all actions or proceedings arising in connection with this Contract will be tried and litigated only in the Circuit Court of Chippewa County, Michigan, the Michigan Court of Claims or the Federal District Court for the Western District of Michigan. The parties hereby irrevocably accept for themselves and in respect of their property, generally and unconditionally, the jurisdiction of such courts. The parties irrevocably consent to the service of process out of any such courts in any such action or proceedings by the mailing of copies thereof by registered or certified mail, postage prepaid, to each such party, at its address set forth for notices in this Contract, such service to become effective ten (10) days after such mailing. The parties irrevocably waive any right they may have to assert the doctrine of forum non conveniens or to object to venue to the extent any proceedings is brought in accordance with this Section 10.8. This Section 10.8 shall not in any way be interpreted as an exception to the Academy's covenant not to sue contained in Section 11.3 of these Terms and Conditions.

Section 10.9. Appointment of Conservator/Trustee. Notwithstanding any other provision of the Contract, in the event that the College President, in his or her sole discretion, determines that the health, safety and welfare of Academy students, property or funds are at risk, the College President, after consulting with the College Board Chairperson, may appoint a person to serve as the Conservator of the Academy. Upon appointment, the Conservator shall have all the powers of a Board of Directors of a Public School Academy and act in the place and stead of the Academy Board. The College President shall appoint the Conservator for a definite term which may be extended in writing at his or her discretion. During the appointment, the Academy Board members and their terms in office are suspended and all powers of the Academy Board are suspended. All appointments made under this section must be presented to the College Board for final determination at its next regularly scheduled meeting. During their appointment, the Conservator shall have the following powers:

- (a) take into his or her possession all Academy property and records, including financial, Academy Board, employment and student records;
- (b) institute and defend actions by or on behalf of the Academy;
- (c) continue the business of the Academy including entering into contracts, borrowing money, and pledging, mortgaging, or otherwise encumbering the property of the Academy as security for the repayment of loans. However, the power shall be subject to any provisions and restrictions in any existing credit documents;
- (d) hire, fire, evaluate and discipline employees of the Academy;
- (e) settle or compromise with any debtor or creditor of the Academy, including any governmental or taxing authority;

(f) review all outstanding agreements to which the Academy is a party and to take those actions which the Academy Board may have exercised to pay, extend, rescind, renegotiate or settle such agreements as needed; and

(g) perform all acts necessary and appropriate to fulfill the Academy's purposes as set forth under this Contract or Applicable Law.

Section 10.10. Academy Dissolution Account. If the College Board terminates, revokes or fails to issue a new Contract to the Academy, the CSO Director shall notify the Academy that, beginning thirty (30) days after notification of the College Board's decision, the College Board may direct up to \$10,000 from each subsequent state school aid fund payment, not to exceed a combined total of \$30,000, to a separate Academy account ("Academy Dissolution Account") to be used exclusively by the Academy to pay the costs associated with the wind up and dissolution responsibilities of the Academy. Within five (5) business days of the CSO Director's notice, the Academy Board Treasurer shall provide the CSO Director, in a form and manner determined by the CSO, with account detail information and authorization to direct such funds to the Academy Dissolution Account. The Academy Dissolution Account shall be under the sole care, custody and control of the Academy Board, and such funds shall not be used by the Academy to pay any other Academy debt or obligation until such time as all the wind-up and dissolution expenses have been satisfied. An intercept agreement entered into by the Academy and a third party lender or trustee shall include language that the third party lender or trustee acknowledges and consents to the funding of the Academy's dissolution account in accordance with this Contract. Any unspent funds remaining in the Academy's dissolution account after payment of all wind up and dissolution expenses shall be returned to the Academy.

ARTICLE XI

PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

Section 11.1. The Academy Budget; Transmittal of Budgetary Assumptions; Budget Deficit; Enhanced Deficit Elimination Plan. The Academy agrees to comply with all of the following:

- (a) The Academy Board is responsible for establishing, approving, and amending an annual budget in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421 et seq. Within ten (10) days after adoption by the Academy Board (but not later than July 1st) each year, the Academy Board shall submit to the Charter Schools Office a copy of its annual budget for the upcoming fiscal year. The budget must detail budgeted expenditures at the object level as described in the Michigan Department of Education's Michigan School Accounting

Manual. In addition, the Academy Board is responsible for approving all revisions and amendments to the annual budget. Within 10 days after Academy Board approval, revisions or amendments to the Academy's budget shall be submitted to the Charter Schools Office.

- (b) Unless exempted from transmitting under section 1219 of the Code, MCL 380.1219, the Academy, on or before July 7th of each school fiscal year, shall transmit to the Center for Educational Performance and Information ("CEPI") the budgetary assumptions used when adopting its annual budget pursuant to the Uniform Budgeting and Accounting Act, MCL 141.421 et seq.
- (c) The Academy shall not adopt or operate under a deficit budget, or incur an operating deficit in a fund during any fiscal year. At any time during the term of this Contract, the Academy shall not have an existing deficit fund balance, incur a deficit fund balance, or adopt a current year budget that projects a deficit fund balance. If the Academy has an existing deficit fund balance, incurs a deficit fund balance in the most recently completed school fiscal year, or adopts a current year budget that projects a deficit fund balance, all of the following apply:
 - (i) The Academy shall notify the Superintendent and the State Treasurer immediately upon the occurrence of the circumstance, and provide a copy of the notice to the Charter Schools Office.
 - (ii) Within 30 days after making notification under subdivision (c)(i), the Academy shall submit to the Superintendent in the form and manner prescribed by the Department an amended budget for the current school fiscal year and a deficit elimination plan approved by the Academy Board, with a copy to the State Treasurer. The Academy shall transmit a copy of the amended budget and the deficit elimination plan to the Charter Schools Office.
 - (iii) After the Superintendent approves the Academy's deficit elimination plan, the Academy shall post the deficit elimination plan on the Academy's website.

- (d) If the Academy is required by the State Treasurer to submit an enhanced deficit elimination plan under section 1220 of the Code, MCL 380.1220, the Academy shall do all of the following:
 - (i) The enhanced deficit elimination plan shall be approved by the Academy Board before submission.
 - (ii) After the State Treasurer approves an enhanced deficit elimination plan for the Academy, the Academy shall post the enhanced deficit elimination plan on the Academy's website.
 - (iii) Submit to the Superintendent and State Treasurer an enhanced monthly monitoring reports in a form and manner prescribed by the State Treasurer and post such monthly reports on the Academy's website.

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

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

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

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

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

COVERAGE	REQUIREMENTS
	Must be Occurrence form
	Must include Sexual Abuse & Molestation coverage which can be Occurrence or Claims Made. If this coverage is Claims Made the Retroactive Date must be the same or before date of original College PSA/SDA/UHS/SOE contract. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE.
	Must include Corporal Punishment coverage.
	\$1,000,000 per occurrence & \$2,000,000 aggregate.
	In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.

General or Public Liability (GL)	<p>College must be included as an Additional Insured with Primary and Non-Contributory Coverage.</p> <p>NOTE: SDA must also have Security/Police Professional Liability coverage with MINIMUM of \$1,000,000 limit which can be Occurrence or Claims Made. If this coverage is Claims Made, and the SDA goes out of business, the SDA needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the SDA.</p>
COVERAGE	REQUIREMENTS
Errors & Omissions (E&O)	<p>Must include Employment Practices Liability.</p> <p>Must include Corporal Punishment coverage.</p> <p>Must include Sexual Abuse & Molestation coverage.</p> <p>Must include Directors' & Officers' coverage.</p> <p>Must include School Leaders' E&O.</p> <p>Can be Claims Made or Occurrence form.</p> <p>If Claims Made, retroactive date must be the same or before date of original College - PSA/SDA/UHS/SOE Charter Contract. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE.</p> <p>\$1,000,000 per occurrence & \$3,000,000 aggregate.</p> <p>In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.</p> <p>College must be included as an Additional Insured with Primary and Non-Contributory Coverage.</p>

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

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

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

COVERAGE	REQUIREMENTS
Automobile Liability (AL) for Owned and Non-Owned Autos	\$1,000,000 per accident.
	In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.
	College must be included as Additional Insured with Primary and Non-Contributory Coverage.
See Umbrella section for higher limit	Higher limits are required if PSA/SDA/UHS/SOE has its own buses.
COVERAGE	REQUIREMENTS
Workers' Compensation	Must be Occurrence form.
	Statutory Limits with \$1,000,000 Employers Liability Limits.
Requirement for PSA/SDA/UHS/SOE when leasing employees from Educational Service Provider (ESP) or Management Firm (MF)	NOTE: Must have Alternate Employer Endorsement from ESP/MF. Schedule PSA/SDA/UHS/SOE location on the ESP/MF Contract.
	NOTE: If PSA/SDA/UHS/SOE is leasing employees from ESP/MF and the PSA/SDA/UHS/SOE name does not have payroll, PSA/SDA/UHS/SOE still must carry Workers' Compensation coverage including Employers' Liability
COVERAGE	REQUIREMENTS
Crime	Must include Employee Dishonesty coverage.
	Must include third party coverage.
	\$500,000 limit.
COVERAGE	REQUIREMENTS
	Can be Claims Made or Occurrence form. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE.
	Umbrella is acceptable with a \$4,000,000 limit and aggregate. Also, an Umbrella policy with an unlimited aggregate is acceptable at a \$2,000,000
	If PSA/SDA/UHS/SOE has its own buses AND/OR has more than 1,000 students, must have MINIMUM \$5,000,000 per occurrence.
	If PSA/SDA/UHS/SOE purchases additional Umbrella limits to meet the \$1,000,000/\$3,000,000 for E&O then they must be in addition to the required Umbrella limit.

Umbrella	In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.
	College must be included as Additional Insured with Primary and Non-Contributory Coverage.
	All coverages have to be included in the Umbrella that are in General Liability, Automobile and E&O.

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

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

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

ADDITIONAL RECOMMENDATIONS

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

DISCLAIMER:

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

The insurance must be obtained from a licensed mutual, stock, or other responsible company licensed to do business in the State of Michigan. The Academy may join with other public school academies to obtain insurance if the Academy Board finds that such an association provides economic advantages to the Academy, provided that each Academy maintains its identity as first named insured. The Academy shall list the College and the College Board on the insurance policies as an additional insured on insurance coverages listed in (b), (c) and (e) above. The Academy shall have a provision included in all policies requiring notice to the College Board, at least thirty (30) days in advance, upon termination or non-renewal of the policy. In addition, the Academy shall provide copies of all insurance policies required by this Contract on site for inspection by the College Board or its designee.

All insurance certificates must accurately reflect the coverage provided under the Academy's policy. Certificate must expressly list or state the coverage for each item specified in the Contract. Policy and corresponding certificates, should reflect an annual expiration date of June 30th to correspond with the Contract, unless a different date provides an economic advantage

to the Academy, so long as such date does not create a gap in coverage at any time during the term of the Contract.

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

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

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

COVERAGE	REQUIREMENTS
General or Public Liability (GL)	Must be Occurrence form
	Must include Sexual Abuse & Molestation coverage
	Must include Corporal Punishment coverage
	\$1,000,000 per occurrence & \$2,000,000 aggregate
	PSA must be included as First Named Insured
	College must be included as Additional Insured with Primary Coverage
	NOTE: Strict Disciplinary Academies must also have Security/Police Professional Liability coverage with MINIMUM of \$1,000,000 per occurrence
COVERAGE	REQUIREMENTS
Errors & Omissions (E&O)	Must include Employment Practices Liability
	Must include Directors' and Officers' coverage
	Must include School Leaders' E&O
	Can be Claims Made or Occurrence form
	If Claims Made, Retroactive Date must be the same or before date of original College-PSA contract
	\$1,000,000 per occurrence & \$3,000,000 aggregate
	PSA must be included as First Named Insured
	College must be included as Additional Insured with Primary Coverage
COVERAGE	REQUIREMENTS
Automobile Liability (AL)	\$1,000,000 per accident

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

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

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

carrier or adopted by M.U.S.I.C. within thirty (30) days after notice of the insurance coverage change.

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

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

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

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

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

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

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

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

Section 11.9. Nonessential Elective Courses. If the Academy Board elects to provide nonessential elective courses to part-time pupils at a nonpublic school building, the Academy shall comply with Section 166b of the State School Aid Act of 1979, as amended, MCL 388.1766b. Prior to providing instruction, the Academy Board shall ensure that the Academy has sufficient documentation to qualify for part-time pupil funding under the State School Aid Act. The provision of nonessential elective courses by the Academy shall be incorporated into Schedule 7c of this Contract by amendment pursuant to Article IX of these Terms and Conditions.

Section 11.10. Required Provisions for ESP Agreements. Any Management Agreement with an ESP entered into by the Academy must contain the following provisions:

“Indemnification of Bay Mills Community College. The parties acknowledge and agree that the Bay Mills Community College Board of Regents, Bay Mills Community College and its respective members, officers, employees, agents or representatives (all collectively referred to as “Bay Mills Community College”) are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, [insert name of Educational Service Provider] hereby promises to indemnify, defend, and hold harmless Bay Mills Community College against all claims, demands, actions, suits, causes of action, losses, judgments, damages, fines,

penalties, forfeitures, or any other liabilities or losses of any kind, including costs, attorney fees, and related expenses, imposed upon or incurred by Bay Mills Community College on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of Bay Mills Community College, which arise out of or are in any manner connected with Bay Mills Community College Board of Regents' approval of the Academy's application, Bay Mills Community College Board of Regents' consideration of or issuance of a Contract, [insert the name of Educational Service Provider] preparation for and operation of the Academy, or which are incurred as a result of the reliance by Bay Mills Community College upon information supplied by [insert the name of Educational Service Provider], or which arise out of the failure of [insert the name of Educational Service Provider] to perform its obligations under the Contract, the Agreement or Applicable Law, as applicable. The parties expressly acknowledge and agree that Bay Mills Community College, Bay Mills Community College Board of Regents and its members, and their respective officers, employees, agents or representatives, or any of them, may commence legal action against [insert name of Educational Service Provider] to enforce its rights as set forth in this Agreement."

"Agreement Coterminous With Academy's Contract. If the Academy's Contract issued by the Bay Mills Community College Board of Regents is suspended, revoked or terminated, or a new charter contract is not issued to the Academy after expiration of the Contract, this Agreement shall automatically be suspended or terminated, as the case may be, on the same date as the Academy's Contract is suspended, revoked, terminated or expires without further action of the parties."

"Compliance with Academy's Contract. The Educational Service Provider agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Academy's Contract issued by the Bay Mills Community College Board of Regents. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement."

"Compliance with Section 503c. On an annual basis, the ESP agrees to provide the Academy Board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 388.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Academy Board shall make the information available on the Academy's website home page, in a form and manner prescribed by the Department. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this agreement."

"Amendment Caused By Academy Site Closure or Reconstitution. In the event that the Academy is required (i) to close an Academy site pursuant to a notice issued

by the Department under Section 507 of the Code, MCL 380.507; or (ii) to undergo a reconstitution pursuant to Section 507 of the Code, MCL 380.507, and the Contract Terms and Conditions, and such closure of an Academy site or reconstitution causes an amendment to or termination of this ESP Agreement, the parties agree that this ESP Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy, and the Educational Service Provider shall have no recourse against the Academy or the College Board for implementing such site closure or reconstitution.”

“Compliance with Section 12.17 of Contract Terms and Conditions. The Educational Service Provider shall make information concerning the operation and management of the Academy, including without limitation the information described in Schedule 4 of the Contract, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under Section 12.17(a) of the Contract Terms and Conditions.”

Section 11.11. Management Agreements. The Academy may enter into a Management Agreement with an ESP to contract out its administrative and/or educational functions and personnel. For purposes of this Contract, an employee leasing agreement shall be considered a Management Agreement, and an employee leasing company shall be considered an ESP. Any Management Agreement shall state that the ESP must acquire insurance in addition to the insurance the Academy must obtain under the Contract. The coverage must be similar to the insurance coverage required by the Contract and the Management Agreement must detail the type and amount of such required coverage. Prior to entering any Management Agreement with an ESP, the Academy shall submit a copy of the final draft Management Agreement to the Charter Schools Office in a form and manner consistent with the ESP Policies. A copy of the final executed Management Agreement shall be included in this Contract under Schedule 5. The Charter Schools Office may, from time to time during the term of this Contract, amend the ESP Policies and the amended ESP Policies shall automatically apply to the Academy without the need for a Contract amendment under article IX of these Terms and Conditions. The Charter Schools Office may disapprove the proposed Management Agreement submitted by the Academy if the Management Agreement is contrary to this Contract or Applicable Law. Any subsequent amendment to a Management Agreement shall be submitted for review by the Charter Schools Office in the same form and manner as a new Management Agreement.

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

ARTICLE XII

GENERAL TERMS

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

If to the College Board:	President Bay Mills Community College 12214 West Lakeshore Drive Brimley, Michigan 49715
If to the Tribal Office:	Tribal Attorney's Office Bay Mills Indian Community 12140 West Lakeshore Drive Brimley, Michigan 49715
If to Outside Counsel:	Courtney F. Kissel Dykema Gossett PLLC 201 Townsend Street, Suite 900 Lansing, Michigan 48933
If to Academy:	Academy Board President Madison Academy 3266 South Genesee Rd. Burton, MI 48519
If to Academy Counsel:	Aimee Gibbs Dickinson Wright PLLC 350 S. Main St. Ste. 300 Ann Arbor, MI 48104

Section 12.2. Severability. If any provision in this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Contract. If any provision of this Contract shall be or become in violation of Applicable Law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

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

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

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

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

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

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

Section 12.9. Term of Contract. This Contract shall commence on the date first set forth above and shall remain in full force and effect for 8 years until June 30, 2032, unless sooner revoked or terminated according to the terms hereof.

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

representatives upon information supplied by the Academy, or which arise out of the failure of the Academy to perform its obligations under this Contract. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of governmental immunity provided under Section 7 of the Governmental Liability for Negligence Act, being MCL 691.1407 of the Michigan Compiled Laws.

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

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

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

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

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

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

Section 12.17. Information Available to the Public.

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

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

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

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

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

- (i) for students enrolled in the Academy, providing such information to an educational management organization that has a contract with the Academy and whose contract has not been disapproved by the College;
- (ii) providing the information as necessary for standardized testing that measures a student's academic progress and achievement; or
- (iii) providing the information as necessary to a person that is providing educational or educational support services to the student under a contract with either the Academy or an educational management organization that has a contract with the Academy and whose contract has not been disapproved by the College.

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

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

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

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

- (i) to the Department or CEPI;
- (ii) to the student's parent or legal guardian;
- (iii) by the Academy to the College Board, College, Charter Schools Office or to the educational management organization with which the Academy has a management agreement that has not been disapproved by the College;
- (iv) by the Academy to the Academy's intermediate school district or another intermediate school district providing services to Academy or the Academy's students pursuant to a written agreement;

- (v) to the Academy by the Academy’s intermediate school district or another immediate school district providing services to pupils enrolled in the Academy pursuant to a written agreement;
- (vi) to the Academy by the College Board, College, Charter Schools Office;
- (vii) to a person, agency, or organization with written consent from the student’s parent or legal guardian, or from the student if the student is 18 years of age;
- (viii) to a person, agency, or organization seeking or receiving records in accordance with an order, subpoena, or ex parte order issued by a court of competent jurisdiction;
- (ix) to a person, agency, or organization as necessary for standardized testing that measures a student’s academic progress and achievement; or
- (x) in the absence of, or in compliance with, a properly executed opt-out form, as adopted by the Academy in compliance with section 1136(6) of the Code, pertaining to uses for which the Academy commonly would disclose a pupil’s “directory information.”

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

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

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

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

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

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

Section 12.23. Confidential Address Restrictions.

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

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

Section 12.24 Partnership Agreement. If the Department and State Reform Office imposes a partnership agreement on the Academy, the Academy shall work collaboratively with the Department, the State Reform Office and other partners to implement the partnership agreement. In the event that a provision in the partnership agreement is inconsistent with a provision in this Contract, this Contract shall control.

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

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

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

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

and manner determined by the Department, notice of the adoption of an emergency operations plan or the completion of an emergency operations plan review, as applicable.

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

Section 12.29. New Building Construction or Renovations. The Academy shall not commence construction on a new school building or the major renovation of an existing school building unless the Academy consults on the plans of the construction or major renovation regarding school safety issues with the law enforcement agency that is or will be the first responder for that school building. School building includes either a building intended to be used to provide pupil instruction or a recreational or athletic structure or field used by pupils.

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

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

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

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

CONTRACT SCHEDULES

Schedules

Articles of Incorporation 1

Bylaws 2

Fiscal Agent Agreement 3

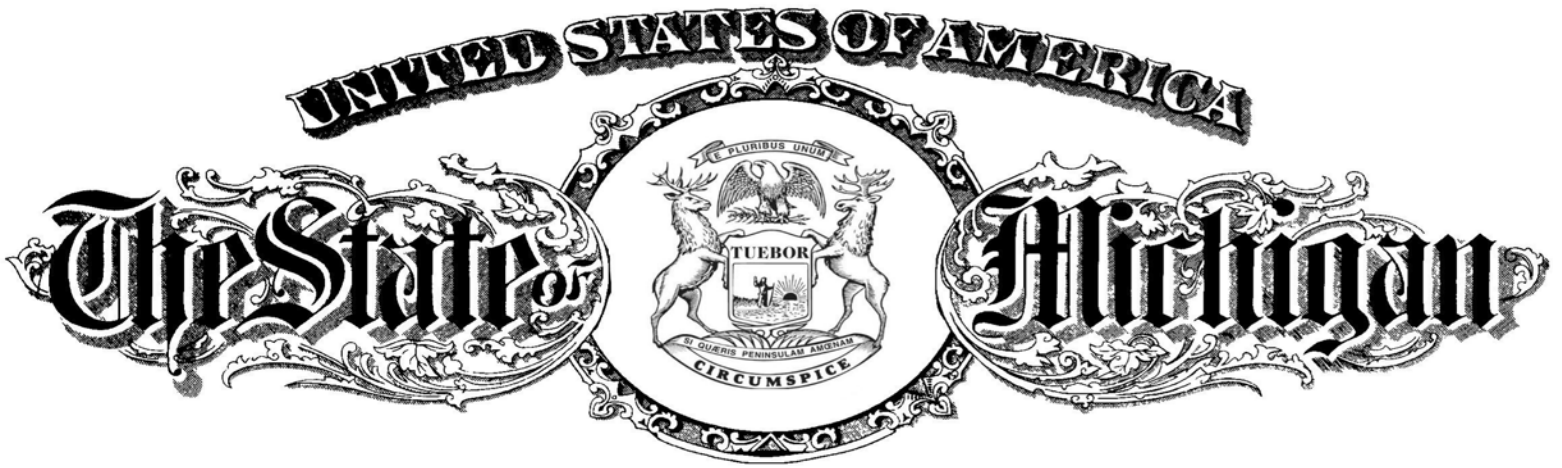
Oversight Agreement 4

Description of Staff Responsibilities 5

Physical Plant Description 6

Required Information for Public School Academy 7

CONTRACT SCHEDULE 1
ARTICLES OF INCORPORATION



Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

MADISON ACADEMY

was validly Incorporated on March 25 , 2004 as a Michigan nonprofit corporation, and said corporation is validly in existence under the laws of this state.

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

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



Sent by electronic transmission

Certificate Number: 24040674607

In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 30th day of April , 2024.

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau



MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU										
Date Received JUN 24 2024	<div style="display: flex; justify-content: space-between;"> <div> <input type="text" value="AC1"/> (FOR BUREAU USE ONLY) \$110 MC CEPAS 24062457215175 <small>This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.</small> </div> <div style="text-align: center;"> <h1 style="margin: 0;">FILED</h1> <p style="margin: 0;">JUN 25 2024</p> <p style="margin: 0;">ADMINISTRATOR CORPORATIONS DIVISION</p> </div> </div>									
<table border="1" style="width: 100%;"> <tr> <td colspan="3">Name Aimee R. Gibbs</td> </tr> <tr> <td colspan="3">Address 350 S. Main Street, Suite 300</td> </tr> <tr> <td>City Ann Arbor, MI 48104</td> <td>State</td> <td>ZIP Code</td> </tr> </table>		Name Aimee R. Gibbs			Address 350 S. Main Street, Suite 300			City Ann Arbor, MI 48104	State	ZIP Code
Name Aimee R. Gibbs										
Address 350 S. Main Street, Suite 300										
City Ann Arbor, MI 48104	State	ZIP Code								
EFFECTIVE DATE:										

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

RESTATED ARTICLES OF INCORPORATION
For use by Domestic Nonprofit Corporations
 (Please read information and instructions on the last page)

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

1. The present name of the corporation is:	<u>Madison Academy</u>
2. The identification number assigned by the Bureau is:	<input type="text" value="800897300"/>
3. All former names of the corporation are:	
4. The date of filing the original Articles of Incorporation was:	<u>03/25/2004</u>

The following Restated Articles of Incorporation supersede the Articles of Incorporation as amended and shall be the Articles of Incorporation for the corporation:

ARTICLE I

The name of the corporation is: Madison Public School Academy.

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

ARTICLE II

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

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

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

ARTICLE III

The corporation is organized on a non-stock basis.

The value of assets which the corporation possesses is:

Real Property: \$500,000, School buildings located at 6170 Torrey Rd., Flint, MI 48507 and
3266 S. Genesee Rd., Burton, MI 48519

Personal Property: \$150,000 (furniture and equipment)

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

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

The corporation is formed on a directorship basis.

ARTICLE IV

The name of the resident agent at the registered office is John C. Romine.

The address of the registered office is: 6187 Lakeshore, Lexington Michigan 48450.

The mailing address of the registered office is the same.

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

ARTICLE 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. Notwithstanding any provision to the contrary, the corporation and its Board of Directors shall at all times comply with Academy Board Provisions, which are provisions regarding the method of selection, length of term, number of members, and other relevant provisions governing the Board of Directors, which may be changed from time to time by the College Board without the approval of the Academy Board.

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 board, directors, 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 Restated 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

The Terms defined in the Terms and Conditions of the Contract to Charter a Public School Academy between the College Board and the Academy shall have the same meaning in these Restated Articles of Incorporation.

These Restated Articles of Incorporation shall not be amended except by the process provided in Article IX of the Terms and Conditions incorporated as part of the Contract. 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 Restated Articles of Incorporation or may propose a meeting to discuss potential revision to these Restated Articles of Incorporation. The proposal will be made to the College Board through its designee. The College Board delegates to the College Charter Schools Officer the review and approval of changes or amendments to these Restated Articles of Incorporation. In the event that a proposed change is not accepted by the College Charter Schools Officer, the College Board shall consider and vote upon a change proposed by the corporation following an opportunity for a presentation to the College Board by the corporation.

At any time and for any reason, the College Board or an authorized designee may propose specific changes to these Restated 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 Restated Articles of Incorporation. The Restated Articles of Incorporation shall be amended as requested by the College Board or an authorized designee upon a majority vote of the corporation's Board of Directors.

Amendments to these Restated Articles of Incorporation take effect only after they have been approved by the corporation's Board of Directors and by the College Board or the College Charter Schools Officer, and the amendments are filed with the Michigan Department of Licensing and Regulatory Affairs' Corporations, Securities & Commercial Licensing Bureau. In addition, the corporation shall file with the amendment a copy of the College Board's or College Charter Schools Officer's approval of the amendment.

These Restated Articles of Incorporation will be effective as of July 1, 2024.

5. COMPLETE SECTION (a) IF THE RESTATED ARTICLES WERE ADOPTED BY THE UNANIMOUS CONSENT OF THE INCORPORATOR(S) BEFORE THE FIRST MEETING OF THE BOARD OF DIRECTORS, OTHERWISE, COMPLETE SECTION (b). DO NOT COMPLETE BOTH.

a. These Restated Articles of Incorporation were duly adopted on the _____ day of _____, _____, in accordance with the provisions of Section 641 of the Act by the unanimous consent of the incorporator(s) before the first meeting of the Board of Directors under Section 611(1)(a).

Signed this _____ day of _____,

(Signatures of a Majority of Incorporators: Type or Print Name Under Each Signature)

b. These Restated Articles of Incorporation were duly adopted on the 18th day of June, 2024, in accordance with the provisions of section 641 of the Act: (check one of the following)

by the Board of Directors without a vote of the members or shareholders. These Restated Articles of Incorporation only restate and integrate the articles and include only amendments adopted under section 611(1) or section 611(2) of the Act and there is no material discrepancy between those provisions and the provisions of the Restated Articles of Incorporation.

were duly adopted by the shareholders, the members, or the directors (if organized on a nonstock directorship basis). The necessary number of votes were cast in favor of these Restated Articles of Incorporation.

were duly adopted by the written consent of all the shareholders or members entitled to vote in accordance with section 407(3) of the Act.

were duly adopted by the written consent of all the directors pursuant to section 525 of the Act as the corporation is formed on a directorship basis.

were duly adopted by the written consent of the shareholders, members, or their proxies having not less than the minimum number of votes required by statute in accordance with section 407 of the Act. Written notice to members or shareholders who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders, members, or their proxies is permitted only if such provision appears in the Articles of Incorporation).

Signed this 18th day of June, 2024

By [Signature]
(Signature of Authorized Officer or Agent)

Rigel Dawson Board President
(Type or Print Name) (Type or Print Title)

CONTRACT SCHEDULE 2

BYLAWS

RESTATED BYLAWS
OF
MADISON ACADEMY

ARTICLE I
NAME

This organization shall be called Madison Academy (the “Academy” or “Corporation”).

ARTICLE II
FORM OF CORPORATION

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

ARTICLE III
OFFICES

Section 1. Principal Office. The principal office of the Corporation shall be located in the City of Flint, County of Genesee, State of Michigan.

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

ARTICLE IV
BOARD OF DIRECTORS

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

Section 2. College Board Resolution Establishing Method of Selection, Length of Term and Number of Academy Board Members. The method of selection and appointment, length of term, number of directors, oath of public office requirements, tenure, removal, resignation, compensation and prerequisite qualifications for members of the Academy Board

shall comply with the resolution adopted by the Bay Mills Community College Board of Regents (the “College Board”).

ARTICLE V

MEETINGS

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

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

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

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

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

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

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

Section 6. Notice to Directors. The Academy Board shall provide notice of any meeting to each Director stating the time and place of the meeting, with the delivery of such notice personally, by mail, facsimile or electronic mail to each Director at the Director’s personal address or electronic mail address. Any Director may waive notice of any meeting by written

statement sent by the Director to the Academy Board Secretary before or after the holding of the meeting. A Director's attendance at a meeting constitutes a waiver of the notice of the meeting required under this Section.

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

ARTICLE VI

COMMITTEES

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

ARTICLE VII

OFFICERS OF THE BOARD

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

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

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

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

Section 5. President. The President of the Corporation shall be a member of the Academy Board. The President of the Corporation shall preside at all meetings of the Academy Board. If there is not a President, or if the President is absent, then the Vice-President shall preside. If the Vice-President is absent, then a temporary chair, chosen by the members of the

Academy Board attending the meeting shall preside. The President shall be an ex officio member of any standing committees and when designated by the Academy Board, Chairperson of any standing committee established by the Academy Board. The President shall, in general, perform all duties incident to the office of President of the Academy Board as may be prescribed by the Academy Board from time to time.

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

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

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

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

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

Section 11. Filling More Than One Office. Subject to the statute concerning the Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being Sections 15.181 to 15.185 of the Michigan Compiled Laws, any two offices of the Corporation except those of

President and Vice-President may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity.

ARTICLE VIII

CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS

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

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

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

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

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

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

ARTICLE IX

INDEMNIFICATION

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

ARTICLE X

FISCAL YEAR

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

ARTICLE XI

AMENDMENTS

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

ARTICLE XI

CONTRACT DEFINITIONS

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

CERTIFICATION

The Academy Board certifies that these Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by [unanimous] consent of the Academy Board on the 16th day of June, 2024.



~~Secretary~~
Board President

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 Madison Academy (the "Academy"), a public school academy.

Preliminary Recitals

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

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

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

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.01. Definitions. Unless otherwise provided, or unless the context requires otherwise, the following terms shall have the following definitions:

"Account" means an account established by the Academy for the receipt of State School Aid Payments at a bank, savings and loan association, or credit union which has not been deemed ineligible to be a depository of surplus funds under Section 6 of Act No. 105 of the Public Acts of 1855, being Section 21.146 of the Michigan Compiled Laws.

"Agreement" means this Fiscal Agent Agreement.

"Fiscal Agent" means the College Board or an officer or employee of Bay Mills Community College as designated by the College Board.

"Other Funds" means any other public or private funds which the Academy receives and for which the College Board voluntarily agrees to receive and transfer to the Academy.

"State School Aid Payment" means any payment of money the Academy receives from the State School Aid Fund established pursuant to Article IX, Section 11 of the Michigan Constitution of 1963 or under the State School Aid Act of 1979, as amended.

"State" means the State of Michigan.

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

ARTICLE II

FISCAL AGENT DUTIES

Section 2.01. Receipt of State School Aid Payments and Other Funds. The College Board is the Fiscal Agent for the Academy for the limited purpose of receiving State School Aid Payments. By separate agreement, the College Board and the Academy may also agree that the College Board will receive Other Funds for transfer to the Academy. The Fiscal Agent will receive State School Aid Payments from the State, as provided in Section 3.03.

Section 2.02. Transfer to Academy. Except as provided in Article X of the Terms and Conditions and in the Oversight Agreement, the Fiscal Agent shall transfer all State School Aid Payments and all Other Funds received on behalf of the Academy to the Academy within ten (10) business days of receipt or as otherwise required by the provisions of the State School Aid Act of 1979 or applicable State Board rules. The State School Aid Payments and all Other Funds shall be transferred into the Account designated by a resolution of the Academy Board and by a method of transfer acceptable to the Fiscal Agent.

Section 2.03. Limitation of Duties. The Fiscal Agent has no responsibilities or duties to verify the Academy's pupil membership count, as defined in the State School Aid Act of 1979, as amended, or to authorize, to approve or to determine the accuracy of the State School Aid Payments received on behalf of the Academy from the State Treasurer. The duties of the Fiscal Agent are limited to the receipt and transfer to the Academy of State School Aid Payments and Other Funds received by the Academy. The Fiscal Agent shall have no duty to monitor or approve expenditures made by the Academy Board.

Section 2.04. Academy Board Requests for Direct Intercept of State School Aid Payments. If the Academy Board directs that a portion of the Academy's State School Aid Payments be forwarded by the Fiscal Agent to a third party account for the payment of Academy debts and liabilities, the Academy shall submit to the Charter Schools Office: (i) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid Payments; and (ii) a copy of a State School Aid Payment Agreement and Direction document that is in a form and manner acceptable to the Fiscal Agent. The State School Aid Payment and Direction document shall include language that the third party lender or trustee acknowledges and consents to the transfer of State School Aid Payments into the Academy's dissolution account, as set forth in Article X of the Terms and Conditions. Any unspent funds remaining in the Academy's dissolution account after payment of all wind up and dissolution expenses shall be returned to the Academy.

ARTICLE III

STATE DUTIES

Section 3.01. Eligibility for State School Aid Payments. The State, through its Department of Education, has sole responsibility for determining the eligibility of the Academy to receive State School Aid Payments. The State, through its Department of Education, has sole responsibility for determining the amount of State School Aid Payments, if any, the Academy shall be entitled to receive.

Section 3.02. State School Aid Payment Overpayments and Penalties. The State, through its Department of Education, has sole responsibility for determining State School Aid Payment overpayments to the Academy and the method and time period for repayment by the Academy. The State, through its Department of Education, has sole responsibility for assessing State School Aid penalties against the Academy for noncompliance with the Code and the State School Aid Act of 1979, as amended.

Section 3.03. Method of Payment. Each State School Aid Payment for the Academy will be made to the Fiscal Agent by the State Treasurer by issuing a warrant and delivering the warrant to the Fiscal Agent by electronic funds transfer into an account specified by the Fiscal Agent, or by such other means deemed acceptable to the Fiscal Agent. The State shall make State School Aid Payments at the times specified in the State School Aid Act of 1979, as amended.

ARTICLE IV

ACADEMY DUTIES

Section 4.01. Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, an Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended.

Section 4.02. Expenditure of Funds. The Academy may expend funds that it receives from the State School Aid Fund for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy Board to be consistent with the purposes for which the funds were appropriated.

Section 4.03. Mid-Year Transfers. Funding for students transferring into or out of the Academy during the school year shall be in accordance with the State School Aid Act of 1979 or applicable State Board rules.

Section 4.04. Repayment of Overpayment and Penalties. The Academy shall be directly responsible for reimbursing the State for any overpayment of State School Aid Payments or any State School Aid penalties. At its option, the State may reduce subsequent State School Aid Payments by the amount of the overpayment or penalty or seek collection of the overpayment or penalty from the Academy.

Section 4.05. Deposit of Academy Funds. The Academy Board agrees to comply with Section 1221 of the Revised School Code, being MCL 380.1221, regarding the deposit of State School Aid Payments and Other Funds received by the Academy.

ARTICLE V

RECORDS AND REPORTS

Section 5.01. Records. The Fiscal Agent shall keep books of record and accounts of all transactions relating to the receipts, disbursements, allocations and application of the State School Aid Payments and Other Funds received, deposited or transferred for the benefit of the Academy, and these books shall be available for inspection at reasonable hours and under reasonable conditions by the Academy and the State.

Section 5.02. Reports. The Fiscal Agent shall prepare and send to the Academy within thirty (30) days of September 1, 2024, and annually thereafter, a written report dated as of August 31st summarizing all receipts, deposits and transfers made on behalf or for the benefit of the Academy during the period beginning on the latter of the date hereof or the date of the last such written report and ending on the date of the report, including without limitation, State School Aid Payments received on behalf of the Academy from the State Treasurer and any Other Funds which the College Board receives under this Agreement.

ARTICLE VI

CONCERNING THE FISCAL AGENT

Section 6.01. Representations. The Fiscal Agent represents that it has all necessary power and authority to enter into this Agreement and undertake the obligations and responsibilities imposed upon it in this Agreement and that it will carry out all of its obligations under this Agreement.

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

The Fiscal Agent shall not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by Applicable Law or this Agreement, nor shall the Fiscal Agent be responsible for the consequences of any error of judgment; and the Fiscal Agent shall not be answerable except for its own action, neglect or default, nor for any loss unless the same shall have been through its gross negligence or willful default.

The Fiscal Agent shall not be liable for any deficiency in the State School Aid Payments received from the State Treasurer to which the Academy was properly entitled. The Fiscal Agent shall not be liable for any State School Aid overpayments made by the State Treasurer to the Academy for which the State subsequently seeks reimbursement. The Fiscal Agent shall not be liable for any State School Aid penalties imposed by the State against the Academy.

Acknowledgment of Receipt

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

BY: Alyson Hayden
Alyson Hayden, Director
Bureau of State and Authority Finance
Michigan Department of Treasury

Date: 4/3/24

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 Madison Academy (the "Academy"), a public school academy.

Preliminary Recitals

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

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

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

Section 1.01. Definitions. Unless otherwise provided, or unless the context requires otherwise, the following terms shall have the following definitions:

"Agreement" means this Oversight Agreement.

"Compliance Certification Duties" means the Academy's duties set forth in Section 2.02 of this Agreement.

"Charter Schools Office" means the office designated by the College Board as the initial point of contact for public school academy applicants and public school academies authorized by the College Board. The Charter Schools Office is responsible for administering the Oversight Responsibilities with respect to the Contract.

"Oversight Responsibilities" means the College Board's oversight responsibilities set forth in Section 2.01 of this Agreement.

"State School Aid Payment" means any payment of money the Academy receives from the state school aid fund established pursuant to Article IX, Section 11 of the Michigan Constitution of 1963 or under the State School Aid Act of 1979, as amended.

ARTICLE II

OVERSIGHT AND COMPLIANCE CERTIFICATION RESPONSIBILITIES

Section 2.01. Oversight Responsibilities. The Charter Schools Office, as it deems necessary to fulfill the College Board's Oversight Responsibilities, may undertake the following:

- a. Conduct a review of the Academy's audited financial reports as submitted, including the auditor's management letters, and report to the College Board any exceptions as well as any failure on the part of the Academy to meet generally accepted public sector accounting principles.
- b. Conduct a review of the records, internal controls or operations of the Academy to determine compliance with the Contract and Applicable Law.
- c. Conduct a meeting annually between the Academy Board of Directors and a designee of the College Board to determine compliance with the Contract and Applicable Law.
- d. Institute action pursuant to the terms of the Contract to suspend, terminate, reconstitute or revoke the Contract.
- e. Monitor the Academy's compliance with the Contract, the Code, and all other Applicable Law.
- f. Request periodic reports from the Academy regarding any aspect of its operation, including, without limitation, whether the Academy has met or is achieving its targeted educational goals and applicable academic performance standards set forth in the Contract.
- g. Request evidence that the Academy has obtained the necessary permits and certificates of compliance to operate as a public school from the applicable governmental agencies, including, without limitation, the Michigan Department of Licensing and Regulatory Affairs, Bureau of Construction Codes and the Bureau of Fire Services, and local health departments.
- h. Determine whether the Academy has failed to abide by or meet the educational goals or applicable academic performance standards as set forth in the Contract.
- i. Provide supportive services to the Academy as deemed necessary and/or appropriate by the College Board or its designee.
- j. Evaluate whether the Academy appropriately administers all optional or statutorily mandated assessments pursuant to the Academy's student population, goals and programs.
- k. Take other actions, as authorizing body, as permitted or required by the Code.

Section 2.02. Compliance Certification Duties. The Academy agrees to perform all of the following Compliance Certification Duties:

- a. Submit information to the Charter Schools Office in accordance with the Master Calendar of Reporting Requirements adopted by the Charter Schools Office. The Master Calendar may be amended from time to time as deemed necessary by the Charter Schools Office Director.
- b. Submit quarterly financial reports to the Charter Schools Office in a form and manner determined by the Charter Schools Office. Submit other financial reports as established by the Charter Schools Office.
- c. Permit inspection of the Academy's records and/or premises at any reasonable time by the Charter Schools Office.
- d. Report any litigation or formal proceedings alleging violation of any Applicable Law by the Academy to counsel for the College Board as designated in Article XII of the Terms and Conditions.
- e. Upon request, provide copies of information submitted to the Michigan Department of Education, the Superintendent of Public Instruction, or State Board of Education to the Charter Schools Office.
- f. Provide proposed minutes of all Academy Board of Directors' meetings to the Charter Schools Office no later than ten (10) business days after such meeting, and provide approved final minutes to the Charter Schools Office within five (5) business days after the minutes are approved.
- g. Submit to the Charter Schools Office prior to the issuance of the Contract, copies of insurance policies evidencing all insurance as required by the Contract.
- h. Submit to the Charter Schools Office a copy of the Academy's lease, deed or other purchase arrangement for its physical facilities as required by the Contract.
- i. Submit to the Charter Schools Office, copies of all fire, health and safety approvals required by Applicable Law for the operation of a school.
- j. Submit annually to the Charter Schools Office, the dates, times and a description of how the Academy will provide notice of the Academy's pupil application and enrollment process. The Academy's pupil application and enrollment admission process must be conducted in a fair and open manner in compliance with the Contract and the Code. At a minimum, the Academy shall make a reasonable effort to advertise its enrollment openings by newspaper, mail, media, internet or other acceptable communication process. All Academy notices of the open enrollment period must include language that the open enrollment period includes evening and weekend times for enrolling students in the Academy. In addition, the Academy must set forth in all public notices the date for the holding of a random selection drawing if such a drawing becomes necessary.

k. Upon receipt from the Michigan Department of Licensing and Regulatory Affairs, Bureau of Construction Codes and the Bureau of Fire Services, the Academy shall submit to the Charter Schools Office a copy of any Certificate of Occupancy approval for the Academy's school facility outlined in Schedule 6. The Academy shall not occupy or use the school facility identified in Schedule 6 until such facility has been approved for occupancy by the Bureau of Construction Codes and the Bureau of Fire Services or other local authorized building department.

l. Submit to the Charter Schools Office copies of ESP agreements, if any, in compliance with the Contract and the Code.

m. By July 1st of each year, the Academy Board shall provide a copy of the Academy Board's public meeting schedule for the upcoming school year. The Academy Board's public meeting schedule shall include the date, time and location of the public meetings for the upcoming school year. Within ten (10) business days of Academy Board approval, the Academy Board shall provide a copy to the Charter Schools Office of any changes to the Academy Board public meeting schedule.

n. Prior to December 31 of each year and whenever necessary thereafter, the Academy Board shall approve and submit a revised operating school budget that includes, without limitation, the following: (i) the total projected amount of state school aid revenues based on the Academy's October pupil membership count; (ii) revised personnel costs; (iii) any start-up expenses incurred by the Academy; and (iv) the total amount of short-term cash flow loans obtained by the Academy. The Academy shall make budget revisions in a manner prescribed by law. Within thirty (30) days of the Academy Board approving the budget (original and amended, if applicable), the Academy shall place a copy of that budget on the Academy's website within a section of the website that is accessible to the public.

o. Within 5 days of its submission to the Center for Educational Performance and Information (CEPI) of the budgetary assumptions that are required by Section 1219 of the Code, the Academy shall provide a copy of those budgetary assumptions to the Charter Schools Office, and confirm that the submitted budgetary assumptions were used in the adoption of the Academy's annual budget.

p. Submit copies to the Charter Schools Office of any periodic financial status reports required of the Academy by the Department of Treasury.

q. Provide copies of notices, reports and plans, including deficit elimination or enhanced deficit elimination plans, to the Charter Schools Office under Section 1220 of the Code.

To the extent that any dates for the submission of materials by the Academy under Section 2.02 conflict with dates set forth in the Master Calendar, the dates in the Master Calendar shall control.

Section 2.03. Waiver and Delegation of Oversight Procedures. The College Board or its designee and the Academy may agree to modify or waive any of the Oversight Duties or Compliance

Certification Duties. The College Board may delegate its Oversight Duties, or any portion of its Oversight Duties, to an officer of the College or other designee.

ARTICLE III

RECORDS AND REPORTS

Section 3.01. Records. The Academy will keep records in which complete and correct entries shall be made of all Compliance Certification Duties conducted, and these records shall be available for inspection at reasonable hours and under reasonable conditions by the Charter Schools Office.

ARTICLE IV

MISCELLANEOUS

Section 4.01. Administrative Fee. The Academy agrees to pay to the College Board an administrative fee of 3% of the State School Aid Payments received by the Academy. This fee shall be retained by the College Board from each State School Aid Payment received by the College Board for forwarding to the Academy. This fee shall compensate the College Board for overseeing the Academy's compliance with the Contract and all Applicable Law and other related activities for which compensation is permissible. If the Academy elects to enter into a contract for an administrative review with the Charter Schools Office, the costs of performing an administrative review shall not be part of the administrative fee under this section but shall be an added service provided by the Charter Schools Office to the Academy on a fee for service basis, as authorized under the Code.

Section 4.02. Time of the Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Academy and the College Board by this Agreement.

Section 4.03. Audit and Evaluation. The Academy:

a. hereby authorizes the Charter Schools Office to perform audit and evaluation studies using Academy data including, but not limited to, personally identifiable information about the Academy's students and staff submitted by the Academy to agencies including, but not limited to, Center for Educational Performance and Information ("CEPI"), Office of Educational Assessment and Accountability ("OEAA") and the Michigan Department of Education ("MDE"). Pursuant to this authorization, the Charter Schools Office shall abide by the regulations that govern the use of student data within the Family Educational Rights and Privacy Act (FERPA - 34 CFR Part 99), the Michigan Identity Theft Protection Act of 2004, and the Privacy Act of 1974.

b. shall upon request, provide the Charter Schools Office with copies or access to data, documents or information submitted to the Michigan Department of Education, the Superintendent of Public Instruction, the State Board of Education, the Center for

Educational Performance and Information, the Michigan DataHub or any other state or federal agency.

Section 4.04. Fiscal Stress Notification from State Treasurer. If the State Treasurer notifies the Academy that the State Treasurer has declared the potential for Academy financial stress exists, the Academy shall provide a copy of the notice to the Charter Schools Office. Within fifteen (15) days of receipt of the notification from the Academy, the Charter Schools Office Director shall notify the Academy whether the Charter Schools Office is interested in entering into a contract to perform an administrative review for the Academy. The parties shall consult with the Department of Treasury on the development of the contract and the contract for administrative review shall comply with the Code. If the College is not interested in performing an administrative review or the parties are unable to reach agreement on an administrative review, the Academy shall consider entering into a contract for an administrative review with an intermediate school district. Nothing in this Section 4.04 shall prohibit the Academy from electing to enter into a contract for an administrative review with the College or an intermediate school district.

ARTICLE V

TRANSPARENCY PROVISION

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

A. Information to Be Made Publicly Available by the Academy. The following described categories of information are specifically included within those to be made available to the public and the Charter Schools Office by the Academy in accordance with Section 12.17(a) of the Terms and Conditions:

1. Copy of the Contract
2. Copies of the executed Constitutional Oath of public office form for each serving Director
3. List of currently serving Directors with name, address, and term of office
4. Copy of the Academy Board's meeting calendar
5. Copy of public notice for all Academy Board meetings
6. Copy of Academy Board meeting agendas
7. Copy of Academy Board meeting minutes
8. Copy of Academy Board approved budget and amendments to the budget
9. Copies of bills paid for amounts of \$10,000.00 or more as submitted to the Academy Board
10. Copy of the quarterly financial reports submitted to the Charter Schools Office

11. Copy of curriculum and other educational materials given to the Charter Schools Office
12. Copy of school improvement plan (if required)
13. Copies of facility leases, mortgages, modular leases and/or deeds
14. Copies of equipment leases
15. Proof of ownership for Academy owned vehicles and portable buildings
16. Copy of Academy Board approved ESP Agreement(s)
17. Copy of Academy Board approved services contract(s)
18. Office of Fire Safety certificate of occupancy for all Academy facilities
19. MDE letter of continuous use (if required)
20. Local County Health Department food service permit (if required)
21. Asbestos inspection report and Asbestos management plan (if required)
22. Boiler inspection certificate and lead based paint survey (if required)
23. Phase 1 environmental report (if required)
24. List of current Academy teachers and school administrators with names and addresses and their individual salaries as submitted to the Registry of Educational Personnel
25. Copies of administrator and teacher certificates or permits for all current administrative and teaching staff
26. Evidence of fingerprinting, criminal background and record checks and unprofessional conduct check required by the Code for all Academy teachers and administrators
27. Academy Board approved policies
28. Copy of the annual financial audit and any management letters issued to the Academy Board
29. Proof of insurance as required by the Contract
30. Any other information specifically required under the Code

B. Information to Be Made Publicly Available by the ESP. The following information is specifically included within the types of information available to the Academy by the Educational Service Provider (if any) in accordance with Section 12.17(b) of the Terms and Conditions:

1. Any information needed by the Academy in order to comply with its obligations to disclose the information listed under Section 5.01(A) above.

CONTRACT SCHEDULE 5

DESCRIPTION OF STAFF RESPONSIBILITIES

SCHEDULE 5
DESCRIPTION OF STAFF RESPONSIBILITIES

Administrator 5-1

Teacher..... 5-3

Counselor 5-5

Office Manager 5-6

Special Subject Teacher..... 5-8

Maintenance/Custodian..... 5-9

Educational Services Provider Agreement 5-10

Job Title: Administrator (Full-time)

Contract: 12 Months

Reports to: Management Company (The Romine Group, Inc - TRG)

Job Summary:

The principal is responsible for providing instructional, operational and administrative leadership. He/she will organize, supervise and evaluate development of curriculum, school programs, staff, and student achievement, while overseeing the day-to-day operations of the school.

Performance Duties:

- ◆ Communicate the vision, philosophy and mission of Madison Academy to staff, students, parents, community and the media.
- ◆ Develop a plan for achieving the school's vision and establish annual objectives and strategies.
- ◆ Administer fiscal planning activities.
- ◆ Develop and manage the school budget.
- ◆ Represent the school at Board of Directors' meetings and provide educational leadership.
- ◆ Represent the school at formal functions, community and civic affairs.
- ◆ Implement state of Michigan education codes, rules and regulations as given by the State Board of Education and/or B.M.C.C.
- ◆ Prepare or approve manuals, guidelines and reports on state educational policies and practices for distribution to the school.
- ◆ Confer with federal, state and local school officials to develop curricula and establish guidelines for educational programs.
- ◆ Participate in and conduct workshops, conferences and in services for professional growth and staff development.
- ◆ Initiate and implement processes for monitoring and evaluating student achievement and growth.
- ◆ Provide instructional leadership and support while overseeing the development and implementation of classroom curriculum.
- ◆ Create high performance teams of instructional and support staff, parents and community.
- ◆ Create an atmosphere of security and trust, as well as, encourage innovation.
- ◆ Recruit, select and hire school staff.
- ◆ Supervise and evaluate administrative, instructional and support staff.
- ◆ Maintain complete and accurate records of the entire school program.
- ◆ Consult with parents/guardians regarding school academic and behavioral progress.

- ◆ Disseminate information and promote a sense of community involvement between school and parents, civic and business community.
- ◆ Monitor student behavior and address major code of conduct violations.
- ◆ Admit and transfer students.
- ◆ Other duties as assigned.

Requirements:

- ◆ Master's Degree
- ◆ Teacher Certification; Administrator's Certification preferred.
- ◆ Exemplary teaching experience.
- ◆ Two (2) years of administrative or comparable experience preferred.
- ◆ Evidence of recent and ongoing professional development.
- ◆ Evidence of recent roles as conference workshop facilitator or presenter.
- ◆ Verbal and written communication skills.
- ◆ Able to communicate in oral and written interview, knowledge of current methodologies and research in education and instruction.
- ◆ Evidence to support community involvement and leadership.
- ◆ Criminal Records clearance.
- ◆ Unprofessional Conduct clearance

Job Title: Teacher (Full-time)

Contract: School Year

Reports to: Administrator

Job Summary:

Working in a full-time capacity, the academic subject area teacher will facilitate student learning utilizing a variety of methodologies and curriculum resources to increase student achievement, and work with an educational team to develop and implement the school program and develop an individual learning plan for each student.

Performance Duties:

- ◆ Develop course objectives and outlines following school curriculum guidelines and requirements.
- ◆ Facilitate and communicate knowledge and strategies for learning to students.
- ◆ Prepare and plan lessons, projects and a variety of student assessments.
- ◆ Administer school approved standardized tests.
- ◆ Demonstrate competency in assigned subject areas, the art of instruction, the use of multiple teaching strategies and technology.
- ◆ Teach rules of conduct and proper etiquette.

- ◆ Develop individual and group activities, which stimulate growth in the cognitive, affective and physical dimensions of each student.
- ◆ Prepare and maintain accurate and appropriate student attendance and grade records as outlined by the principal.
- ◆ Prepare and disseminate student progress reports to parents.
- ◆ Maintain an orderly, secure, attractive and nurturing classroom environment conducive to learning.
- ◆ Supervise students within the school setting and on school grounds.
- ◆ Counsel students regarding academic and behavioral problems.
- ◆ Provide consistent and progressive corrective discipline.
- ◆ Promote ongoing communication with parents; establish and maintain home-school relationship.
- ◆ Participate in school fund-raisers, extra-curricular activities, school-wide annual programs and social events.
- ◆ Coordinate field trips.
- ◆ Other duties assigned by administrator.

Requirements:

- ◆ Bachelor's degree
- ◆ Teacher Certification
- ◆ Teaching experience preferred.
- ◆ Three (3) letters of recommendation.
- ◆ Satisfactory performance ratings in delivery of instruction and classroom management.
- ◆ Evidence of recent participation in professional development.
- ◆ Satisfactory completion of oral and written interview.
- ◆ Criminal Records clearance.
- ◆ Unprofessional Conduct clearance

Job Title: Counselor

Contract: Extended School Year

Reports to: Administrator

Job Summary:

Under the direction of the principal, the Director of Counseling will assist in the supervision of support staff and facilitate school programs. The Director of Counseling will also provide personal, social and educational counseling to the students of Madison Academy.

Performance Duties:

- ◆ Supervise students.
 - ◆ Counsel students.
 - ◆ Establish and maintain communication with parents.
 - ◆ Develop and facilitate programs and workshops for parents.
 - ◆ Make home visits as needed.
 - ◆ Provide referrals to designated agencies as needed.
 - ◆ Facilitate various groups as needed.
 - ◆ Implement conflict management groups.
 - ◆ Write proposals and make application for grants.
 - ◆ Utilize technology.
 - ◆ Assume other duties as assigned by administrator.
-

Requirements:

- ◆ Master's Degree
- ◆ Previous experience in counseling.
- ◆ Previous experience in program planning and implementation.
- ◆ Administrative and organizational experience.
- ◆ Ability to motivate and communicate with parents.
- ◆ Previous experience in education.
- ◆ Ability to write proposals and grants and facilitate implementation.
- ◆ Satisfactory completion of oral and written interview.
- ◆ Proficient in the use of technology.
- ◆ Criminal Records clearance.
- ◆ Unprofessional Conduct clearance

Job Title: Office Manager

Contract: Extended School Year

Reports to: Administrator

Job Summary:

Provide secretarial, administrative and clerical support to principal and perform secretarial/clerical duties of the school.

Performance Duties:

- ◆ Compose, transcribe correspondence, bulletins, memorandums, utilizing computer word procession programs.
- ◆ Proficient in IBM Word Perfect, Excel and desk top publishing programs.
- ◆ Create database, forms, tables, charts, records, spread sheets utilizing appropriate computer software.
- ◆ Compile data for board, state and federal reports.
- ◆ Proofread and edit drafts and final copy materials for appropriate and consistent format, accuracy of date, punctuation and spelling and grammar.
- ◆ Greet and screen visitors.
- ◆ Receive and screen telephone calls and accurately record messages.
- ◆ Maintain principal's calendar.
- ◆ Maintain school's calendar of events.
- ◆ ~~Communicate with students and direct them to appropriate staff members when necessary.~~
- ◆ Respond and disseminate information related to general activities and operations of the school.
- ◆ Operate standard office equipment (computer, typewriter, copier, calculator, etc.)
- ◆ Arrange meetings and conferences. Schedule interviews and appointments.
- ◆ Establish, maintain and revise record keeping.
- ◆ Classify and sort mail, files, correspondence and documents.
- ◆ Accept and keep record of transactions.
- ◆ Assist in ordering school supplies and textbooks.
- ◆ Assume other duties as assigned by the school administrator.

Requirements:

- ◆ High school diploma or equivalent; business school or college course work preferred.
- ◆ Previous secretarial experience (minimum 2-3 years).
- ◆ Strong verbal and written skills.
- ◆ Strong organization skills.

- ◆ Able to maintain discretion.
- ◆ Self-motivated.
- ◆ Computer proficiency.
- ◆ Ability to operate standard office equipment.
- ◆ Three (3) letters of recommendation.
- ◆ Satisfactory completion of typing test and written and oral interview.
- ◆ Criminal Records clearance.
- ◆ Unprofessional Conduct clearance.

Job Title: Special Subject Teacher (Visual Arts, Music, Physical Education, Computers)

Contract: Part time

Report to: Administrator

Job Summary:

As a part time instructor, the special subject teacher will teach visual arts, vocal music and/or physical education to multi-grade or single grade classes of students and collaborate with core subject teachers to integrate his/her respective discipline into other disciplines.

Performance Duties:

- ◆ Communicate knowledge of respective disciplines (visual arts, vocal music, computers and physical education/health) to students.
- ◆ Supervise students within school setting and on school grounds.
- ◆ Maintain accurate attendance and grade reports.
- ◆ Develop respective discipline curricula for health and physical education, vocal music, and visual art; course objectives and outlines.
- ◆ Develop integrated curriculum units with the educational team.
- ◆ Model and teach application of respective discipline skills and techniques.
- ◆ Organize school/community art fair and music/performance festivals.
- ◆ Utilize technology to deliver instruction and enhance curriculum.
- ◆ Prepare and disseminate informal and formal progress reports to core subject teachers and parents.
- ◆ Additional instructional and related duties as assigned by administrator.

Requirements:

- ◆ Bachelor's Degree
- ◆ Teacher certification in assigned teaching area.
- ◆ Previous teaching experience preferred.
- ◆ Portfolio and/or evidence of expertise in visual art, vocal music or physical/health education.
- ◆ Three (3) letters of recommendation.
- ◆ Evidence of satisfactory ratings in delivery of instruction and classroom management.
- ◆ Satisfactory completion of oral and written interview.
- ◆ Criminal Records clearance.
- ◆ Unprofessional Conduct clearance

Job Title: Maintenance/Custodian

Contract: Extended Year

Reports To: Administrator

Job Summary:

Under supervision of principal, maintain school and school grounds; performing a wide range of cleaning, maintenance and repair duties.

Performance Duties:

- ◆ Keep building clean of graffiti.
- ◆ Paint as needed.
- ◆ Perform routine maintenance – replace light bulbs, repair leaky faucets, move office and classroom furniture.
- ◆ Keep surrounding grounds free from litter and all inappropriate material.
- ◆ Repair equipment as needed.
- ◆ Make deliveries as needed.
- ◆ Receive and transport deliveries to designated locations.
- ◆ Clean and sanitize cafeteria daily.
- ◆ Clean and restore areas as needed in the event of student illness.
- ◆ Handle all electrical, plumbing, carpentry and other general maintenance repairs.

Requirements:

- ◆ High school diploma or equivalent.
- ◆ Ability to lift or push furniture and cleaning equipment; ability to do job with or without accommodations.
- ◆ Ability to utilize standard cleaning equipment and industrial equipment (polisher, buffer, etc.).
- ◆ Ability to safely utilize chemical cleaners and disinfectants.
- ◆ Self-motivated and high level of initiative.
- ◆ Previous experience necessary.
- ◆ Three (3) letters of recommendation from previous employers.
- ◆ Satisfactory completion of oral and written interview.
- ◆ Be familiar with state and federal codes and regulations.
- ◆ Criminal Records clearance.

EDUCATIONAL SERVICE PROVIDER AGREEMENT

This Educational Service Provider Agreement is made and entered into as of the 1st day of July, 2024, by and between **The Romine Group, Inc**, (hereafter referred to as “TRG”) a Michigan corporation located at 7877 Stead Street, Utica, Michigan and **Madison Academy** (“Academy”), by and through its Board of Directors (“Academy Board” or “Board”), formed under Part 6A of the Revised School Code (the “Code”), as amended, being Sections 380.501 to 380.507 of the Michigan Compiled Laws located in Michigan.

The following is a recital of facts underlying this Agreement:

The Academy is a public school academy, organized under the Code. The Academy has been issued a contract, dated July 1, 2024, (the “Contract”) from the Bay Mills Community College Board of Regents (the “College Board”) to organize and operate a public school academy, with the College Board as the authorizing body. The Code permits a public school academy to contract with persons and entities for the operation and management of a public school academy.

TRG specializes in providing educational institutions, vocational schools, businesses, churches and other organizations with a variety of educational services and products, including management, curriculums, educational programs, teacher training, and technology. TRG’s products and services are designed to serve the needs of a diverse student population.

The Academy and TRG desire to create an enduring educational partnership, whereby the Academy and TRG will work together to bring educational excellence and innovation to the Genesee County area, based on TRG’s school design, comprehensive educational program, institutional principles and management methodologies.

In order to implement an innovative educational program at the school, the parties desire

to establish this arrangement for the management and operation of certain of the Academy's educational and administrative activities or functions.

Therefore, it is mutually agreed as follows:

ARTICLE I

TERM

This Agreement shall become effective upon execution and shall run for a term of eight (8) years from July 1, 2024 until June 30, 2032. Notwithstanding the foregoing, if the Academy's Contract issued by the College Board 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. Further, this Agreement shall be terminable by the Academy Board, at will, and without penalty or cause, on or after the second anniversary date of this Agreement. The term of this Agreement shall not exceed the term of the Contract.

ARTICLE II

CONTRACTUAL RELATIONSHIP

A. Authority. The Academy represents that it is authorized by law to contract with a private entity and for that entity to provide educational and management services. The Academy further represents that it has been issued a Contract by the College Board to organize and operate a public school academy situated in Michigan. The Academy is therefore authorized by the College Board to supervise and control the Academy, and is vested with all powers within applicable law for carrying out the educational program contemplated in this Agreement.

B. Contract. Acting under and in the exercise of such authority, the Academy hereby

contracts with TRG, to the extent permitted by law, to provide all functions relating to the provision of educational services and the management and operation of the Academy in accordance with the terms of this Agreement, the Contract, and the Academy's authorizing documents. TRG shall comply with all terms and conditions of the Contract to the extent TRG is performing services on behalf of the Academy. No provision of this Agreement shall be inconsistent with the Contract or interfere with the Board's exercise of its statutory, contractual and fiduciary responsibilities governing the operation of the Academy. Nothing in this Agreement shall prohibit the Academy from acting as an independent, self-governing public body, or allow public decisions to be made other than in compliance with the Open Meetings Act.

C. Status of the Parties. TRG is a for-profit corporation, and is not a division or a part of the Academy. The Academy is a body corporate and governmental entity authorized by the Code, and is not a division or part of TRG. The relationship between TRG and the Academy is based solely on the terms of this Agreement. No provision of this Agreement shall interfere with the Academy Board's duties under the Contract, and the Academy's duties under the Contract shall not be limited or rendered impossible by any action or inaction of TRG. Board members, Academy employees, and their respective spouses and immediate family members may not have direct or indirect ownership, employment, contractual, or management interest in TRG. The relationship between the Academy and TRG shall be consistent with the conflicts of interest and prohibited familial relationship provisions set forth in the Contract and applicable law.

D. Independent Contractor Status. The parties to this Agreement intend that the relationship between them created by this Agreement is that of an independent contractor, and not employer-employee or joint-employers. No agent or employee of TRG shall be determined to be the agent or employee of the Academy except as expressly acknowledged in writing by the

Academy. Notwithstanding the foregoing, TRG and its employees are designated as agents of the Academy having legitimate educational interest for the limited purpose of allowing them access to educational records under 20 U.S.C. Section 1232g, the federal Family Educational Rights and Privacy Act. TRG will be solely responsible for its acts and the acts of its agents, employees, and subcontractors. No provision of this Agreement shall predetermine the Academy Board's course of action in choosing to waive or not waive, or assert or not assert governmental immunity.

E. Bankruptcy Notice. TRG shall notify the Academy Board if any principal or officer of TRG, or TRG as a corporate entity (including any related organizations or organizations in which a principal or officer of TRG served as a principal or officer), files for bankruptcy protection or, at the time this Agreement is executed, has filed for bankruptcy protection within the last five (5) years.

F. Personally Identifiable Information. TRG agrees to treat all personally identifiable information ("PII") received from the Academy or from students confidentially and securely, in compliance with all applicable laws and regulations related to protecting the privacy of PII, including without limitation the Family Education Rights and Privacy Act (FERPA), the Code, and Section 5 of Michigan's Student Online Personal Protection Act. MCL 388.1295. Except as permitted under the Code, TRG shall not sell or otherwise provide to a for-profit business entity any PII that is part of an Academy student's education records. If TRG receives information that is part of an Academy student's education records, TRG shall not sell or otherwise provide the information to any other person except as permitted under the Code. For purposes of this section, the terms "educational records" and "personally identifiable information" shall have the same meaning as those terms in Section 1136 of the Code. MCL 380.1136. In addition, TRG will maintain a documented security program that incorporates appropriate, commercially reasonable

and industry-standard security measures to protect such PII. TRG will notify the Academy of any security breach that impacts PII received from the Academy or from students within a commercially reasonable time after discovery and will provide regular status updates until the breach is resolved. After final resolution of the breach, TRG will provide the Academy with a final incident report.

G. Access to Confidential Information. TRG, and its respective officers, directors, employees and designated agents are each authorized to serve as agents of the Academy having a legitimate educational interest in the Educational Program (defined below) and its students for purposes of the FERPA, 20 USC § 1232g *et seq.*, such that they are jointly and severally entitled to access the educational records of the Educational Program for all purposes related to FERPA. TRG and its employees and subcontractors agree to comply with FERPA and corresponding regulations applicable to school officials. During the term of this Agreement, the Academy may disclose, and TRG and its officers, directors, employees and designated agents may have access to, confidential information to the extent permitted by applicable law, including without limitation, the FERPA, the Individuals with Disabilities Education Act (“IDEA”), 20 USC § 1401 *et seq.*, 34 CFR §§ 300.610-300.626; Section 504 of the Rehabilitation Act of 1973, 29 USC § 794a, 34 CFR § 104.36; the Michigan Mandatory Special Education Act, MCL 380.1701 *et seq.*; the Americans with Disabilities Act, 42 USC § 12101 *et seq.*; the Health Insurance Portability and Accountability Act (“HIPAA”), 42 USC §§ 1320d-13200d-8; 45 CFR §§ 160, 162 and 164; and social security numbers, as protected by the federal Privacy Act of 1974, 5 USC § 552a; and the Michigan Social Security Number Privacy Act, MCL 445.84. TRG agrees that it shall comply with all applicable law regarding the safeguarding of the confidentiality of such information.

ARTICLE III

FUNCTIONS TO BE PERFORMED BY TRG

In consideration of the management fee paid by the Academy, TRG shall perform the following:

A. Responsibility. TRG shall be responsible, and accountable to the Academy, for the management, operation and performance of the Academy.

B. Educational Program. The educational program and the program of instruction that is contained in the Contract (the “Educational Program”) shall be designed and implemented by TRG in cooperation with the Academy, and may be adapted and modified from time to time with prior Board approval and in conjunction with the Contract amendment process established under the Contract, it being understood that an essential principle of a successful, effective educational program is its flexibility, adaptability, and capacity to change in the interest of continuous improvement and efficiency, and that the Academy and TRG are interested in results and not in inflexible prescriptions.

C. Strategic Planning. TRG shall help design strategic plans for the continuing educational and financial benefit of the Academy.

D. Public Relations. TRG shall design an ongoing public relations strategy for the development of beneficial and harmonious relationships with other organizations and the community for joint implementation by the Academy and its Board.

E. Special Functions. Consistent with the Academy Board’s approved annual budget, TRG will provide the Academy with, but not limited to, the following services to the Academy under the direction and supervision of the Academy Board:

Operational Public School Academy Services

1. Financial
 - * Develop salary schedules

- * Select benefit packages
 - * Determine retirement options
 - * Financial reporting and compliance
 - * Budget Preparation
 - * Payroll
 - * Invoices
2. Educational Planning
 - * Curriculum creation and oversight
 - * Recommend methods of assessments
 - * Coordinate with the Academy to develop improvement plans
 - * Assist in seeking accreditation through North Central Association/Education
 - * Assist in the development and writing of the technology plan
 3. Staff Development
 - * Provide Workshops and seminars
 - * Provide Professional Growth activities
 4. Problem Solving
 - * Personnel issues
 - * Conflict resolution
 - * Student/parent/teacher issues
 5. Compliance Issues
 - * Membership reports
 - * Annual reports
 - * Annual audits
 6. Equipment/Furniture
 - * Purchase of necessary equipment and furniture
 - * Inventory tracking for school assets
 7. Contracted Services (as needed)
 - * Maintenance (building)
 - * Cleaning supplies/equipment
 - * Snow removal
 - * Lawn service
 - * Painting
 - * Landscaping
 - * Parking lot maintenance
 - * Playground equipment
 - * Athletic equipment

Assets provided, or caused to be provided, to the Academy by TRG with funds TRG has received

from sources other than the Academy under Article V shall remain the property of TRG or the providing entity unless agreed in writing to the contrary. All acquisitions made by TRG for the Academy with funds TRG has received pursuant to Article V including, but not limited to, instructional materials, equipment, supplies, furniture, computers and technology, shall be owned by and remain the property of the Academy. The Academy Board shall retain the obligation, as provided in Section 1274 of the Code, to adopt written policies governing the procurement of supplies, materials, and equipment. In the event that TRG purchases supplies, materials, or equipment from third parties as agent for or on behalf of the Academy, TRG shall comply with Section 1274 of the Code as if the Academy were making such purchases directly from a third party. Such equipment, materials, and supplies shall be and remain the property of the Academy. TRG certifies that there shall be no markup of costs or any added fees for supplies, materials, or equipment procured by TRG on the Academy's behalf and that said supplies, materials and/or equipment shall be inventoried in such a way that it can be clearly established which property belongs to the Academy. Further, TRG shall maintain an inventory of Academy supplies, materials, and equipment so that it can be clearly established which property belongs to the Academy.

F. Subcontracts. TRG reserves the right to subcontract any and all aspects of all other services it agrees to provide to the Academy, including, but not limited to transportation, food service, payroll and/or any computer services with the prior approval of the Academy Board. TRG shall not subcontract the management, oversight, staffing, or operation of the teaching and instructional program, except as specifically permitted herein or with the prior approval of the Academy Board.

G. Place of Performance. TRG reserves the right to perform functions other than instruction,

such as purchasing, professional development and administrative functions, off site, unless prohibited by the Contract or applicable law.

H. Student Recruitment. TRG and the Academy shall be jointly responsible for the recruitment of students subject to agreement on general recruitment and admission policies approved by the Academy Board. Application by or for students shall be voluntary and shall be in writing. Students shall be enrolled in accordance with the procedures set forth in the Contract, applicable Board policies, and in compliance with the Code and other applicable law.

I. Legal Requirements. TRG shall assist the Academy in providing educational programs that meet federal, state, and local laws and regulations, and the requirements imposed under the Code, the Contract, and applicable law, unless such requirements are or have been waived by any applicable entities.

J. Rules and Procedures. TRG shall recommend to the Academy Board reasonable rules, regulations and procedures applicable to the Academy and is authorized and directed to enforce such rules, regulations and procedures adopted by the Academy Board.

K. School Years and School Day. The school year and the school day shall be scheduled as required by law and the Contract.

L. Additional Grades and Student Population. TRG, in connection with the Academy's Principal, shall make the recommendation to the Academy Board concerning limiting, increasing, or decreasing the number of grades offered and the number of students served per grade or in total, within the limits provided for by the Contract and the Academy Board's approved annual budget.

M. Compliance with the Contract. TRG shall make information concerning the operation and management of the Academy, including without limitation the information described in the Contract, including all exhibits, schedules, and the like, available to the Academy as deemed

necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under the Contract. Except as permitted under the Contract and applicable law, this Agreement shall not restrict the College Board's or the public's access to the Academy's records.

N. **Compliance with Section 503c.** On an annual basis, TRG agrees to provide the Board with the same information that a school district is required to disclose under section 503c of the Code, MCL 380.503c or under section 18(2) of the State Aid Act of 1979, MCL 380.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Board shall make the information available on the Academy's website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this Agreement. TRG also shall make information available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under of the Contract.

ARTICLE IV

OBLIGATIONS OF THE BOARD

The Academy Board shall exercise good faith in considering the recommendations of TRG and the Academy Administrator/Principal including, but not limited to, their recommendations concerning policies, rules, regulations, procedures, curriculum, budgets, fund raising, public relations and school entrepreneurial affairs. TRG does understand all of these decisions remain the responsibility of the Academy Board and may not be delegated directly to TRG.

ARTICLE V

FINANCIAL ARRANGEMENTS

A. **Compensation for Services.** During the term specified in Article I, the Academy shall pay

TRG a capitation fee of an amount equal to ten (10%) percent, based upon all of the funds received by the Academy that the State of Michigan determines the Academy is entitled to receive pursuant to the State School Aid Act of 1979, as amended, for the particular students enrolled in the Academy (“SSA”) and the 31A –At Risk, Title I, GSRP, IIA, IID and V program funds (the “Fee”). The SSA may change according to overall changes in the student allocations by the State of Michigan. Such Fee shall not be less than \$500,000 nor exceed \$1,000,000 in any one academic year of the Academy. The SSA may change according to overall changes in the student allocations by the State of Michigan.

B. No Related Parties or Common Control; Chief Administrative Officer. TRG will not have any role or relationship with the Academy that, in effect, substantially limits the Academy’s ability to exercise its rights, including cancellation rights, under this Agreement. The Academy Board may not include any director, officer or employee of a management company that contracts with the Academy. In furtherance of such restriction, it is agreed between the Academy and TRG that none of the voting power of the governing body of the Academy will be vested in TRG or its directors, members, managers, officers, shareholders, and employees, and none of the voting power of the governing body of TRG will be vested in the Academy or its directors, members, managers, officers, shareholders, and employees. The Academy and TRG will not employ the same individuals. Further, the Academy and TRG will not be members of the same controlled group, as defined in Section 1.150-1 (f) of the regulations under the Internal Revenue Code of 1986, as amended, or related persons, as defined in Section 144(a)(3) of the Internal Revenue Code of 1986, as amended. 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”). No TRG owner, officer, director, employee or agent shall be designated as the CAO of the Academy, although a TRG employee may assist an Academy Board member who is the CAO in carrying out their responsibilities.

C. Payment of Costs. In addition to the fee described in this Section, the Academy shall reimburse TRG for all costs incurred and paid by TRG in providing the Educational Program and other goods and services, pursuant to Articles III, V, VI, and XI of this Agreement, at the Academy provided such costs are consistent with the Academy budget approved by the Academy Board. Such costs include, but are not limited to, advertising, typing, printing, duplicating, postage, application fees, curriculum materials, textbooks, library books, furniture and equipment, computers, supplies, salaries and related expenses of TRG employees assigned to the Academy to provide goods and services to the Academy, building payments, maintenance, capital improvements and subcontractor fees. In paying costs on behalf of the Academy, TRG shall not charge an added fee. The Academy shall not reimburse TRG for any costs incurred or paid by TRG as a result of services provided or actions taken pursuant to Articles I, II, IV, VII, VIII (except as otherwise specifically indicated), IX, X, XII, XIII, and XIV of this Agreement. The Academy Board may pay or reimburse TRG for approved fees or expenses upon properly presented documentation and approval by the Academy Board, or the Academy Board may advance funds to TRG for the approved fees or expenses associated with the Academy’s operation provided that documentation for the fees and expenses are provided for Academy Board ratification within a reasonable time period not to exceed sixty (60) days. No corporate costs or “central office” personnel costs of TRG shall be charged to, or reimbursed by, the Academy.

D. Time and Priority of Payments. The fee due to TRG shall be calculated for each school year at the same time as the State of Michigan calculates the SSA, and adjustments to such

calculation shall occur at the same time as the State of Michigan makes adjustments to the SSA. TRG shall receive its fee as calculated pursuant to the preceding sentence in eleven (11) installments beginning in October of each school year and ending in August of each school year. Such installment amounts shall be due and payable within five (5) days of receipt by the Academy of its monthly SSA. Payments due and owing to TRG shall be made by the Academy to TRG on or before the last day of each month.

E. Other Revenue Sources. In order to supplement and enhance the school aid payments received from the State of Michigan, and improve the quality of education, the Academy and TRG shall endeavor to obtain revenue from other sources. In this regard:

- (1) The Academy and/or TRG shall solicit and receive grants and donations consistent with the mission of the Academy, subject to the prior approval of the Academy Board.
- (2) Academy and/or TRG may apply for and receive grant money in the name of the Academy subject to the prior approval of the Academy Board.
- (3) To the extent permitted under the Code and prior approval by the Academy Board, TRG may charge fees to students for extra services such as summer and after school programs, athletics, etc., and charge non-Academy students who participate in such programs. TRG and the Academy will split all revenue collected, in a proportion agreed upon by the parties in advance of TRG conducting such programs, less expenses to the Academy caused by such programs, if not prohibited by law.

F. Other Institutions. The Academy acknowledges that TRG may enter into similar management agreements with other public or private educational schools or institutions (“Institutions”). TRG shall maintain separate accounts for reimbursable expenses incurred on

behalf of the Academy and other Institutions, and only charge the Academy for expenses incurred on behalf of the Academy. If TRG incurs authorized reimbursable expenses on behalf of Academy and other Institutions which are incapable of precise allocation between the Academy and such Institutions, to the extent permitted under applicable law, then TRG shall allocate such expenses among all such Institutions, and the Academy, on a pro-rata basis based upon the number of students enrolled at the Academy and the Institutions, or upon such other equitable basis as is acceptable to the parties. All grants or donations received by the Academy or by TRG for the specific benefit of the Academy shall be used solely for the Academy. Marketing and development costs paid by or charged to the Academy shall be limited to those costs specific to the Academy program, and shall not include any costs for the marketing and development of TRG or other schools managed by TRG.

G. Reporting. TRG shall provide the Academy with:

- (1) All information the Academy's auditors reasonably request.
- (2) Reports on Academy operations, finances, and student performance, upon request of the Academy, the College Board, or the State of Michigan.
- (3) Level of compensation and fringe benefits of employees assigned to the Academy.
- (4) Other information on a periodic basis to enable the Academy to monitor TRG's educational performance and the efficiency of its operations of the Academy.

H. Access to Records. TRG shall keep accurate records pertaining to its operation of the Academy, together with all Academy records prepared by or in the possession of TRG, and, unless required by law to be retained for a longer period, retain all of said records for a period of time required by the Michigan Department of Education's Record Retention Schedule to which such books, accounts and records relate. All financial, educational and student records pertaining to the

Academy are Academy property. Such records are subject to the Michigan Freedom of Information Act and shall be stored, in physical form, on-site at the Academy's facility or directly accessible at the Academy facility and shall be maintained in accordance with the policies of the Michigan Department of Education. All records pertaining to teacher and administrator certification, as well as a copy of the employee handbook, shall be maintained physically on site or directly accessible at the Academy facility. TRG and the Academy shall maintain the proper confidentiality of personnel, student and other records as required by law.

I. Review of Budget; Budget Reserve. TRG shall be responsible for preparing a draft of the annual budget for the Academy Board to review. The Academy Board shall be responsible for reviewing, revising, and approving the annual budget of the Academy. TRG may not make expenditures or commitments which deviate from the amounts or purposes of appropriations contained in the approved budget without the prior approval of the Academy Board in the form of an approved amendment of the budget in accordance with applicable law and the Contract. The Academy Board shall be responsible for determining the budget reserve amount included as part of the Academy's annual budget. In addition, the Academy Board is responsible for implementing fiscal policies that will assist the Academy in attaining the stated budget reserve amount.

J. Financial Reporting. On not less than a monthly basis, TRG shall provide the Board with a balance sheet, a written report detailing the status of the budget to actual revenues and a detailed schedule of expenditures at an object level detail for review and approval by the Board. This report shall explain any variances from the approved budget, changes in fund balance, and shall contain recommendations for necessary budget corrections. The foregoing presentation shall be in a form and format acceptable to the Board and shall be provided to Board members not less than five (5) business days prior to the Board meeting at which the information will be presented and discussed.

The information shall also be included in the Board packets sent to Board members in preparation for the Board meeting. TRG shall provide special reports as necessary to keep the Board informed of changing conditions. All finance and other records of TRG related to the Academy will be made available to the Academy, the Academy's independent auditor and Bay Mills Community College Charter Schools Office ("CSO") upon request.

J. Annual Audit. The Academy Board shall select, retain, and pay for an annual financial audit in accordance with the Contract and applicable state law. TRG shall cooperate with the Academy's independent auditor and will make sure that all of the Academy's financial records and other TRG records related to the Academy will be made available to the Academy, the Academy's independent auditor, or the CSO upon request. TRG will not select, retain, evaluate or replace the Academy's independent auditor.

K. Payment of Academy Funds. The Academy Board shall direct that the deposit of all funds received by the Academy be deposited in the Academy's depository account as required by applicable law. TRG shall not be a signatory on any Academy Board account. The signatories on the depository account shall only be Academy Board members properly designated annually by Academy Board resolution. All interest earned on Academy depository accounts shall accrue to the Academy.

ARTICLE VI

PERSONNEL & TRAINING

A. Personnel Responsibility. Subject to the Contract and Academy Board policies and the approved Academy Board annual budget, TRG shall, in cooperation with the Academy, recommend to the Academy Board staffing levels, and select, evaluate, assign, discipline and

transfer personnel, consistent with state and federal law, and consistent with the parameters adopted and included within the Contract. The Academy and TRG agree that TRG has all the rights, discretion and authority required by law to constitute an “employer” as defined in 29 U.S.C. §152(2) of the National Labor Relations Act and is subject to the jurisdiction of the National Labor Relations Board. The Academy Board reserves the right to have TRG personnel placed elsewhere by TRG if the Academy is dissatisfied with their performance. TRG shall not have contracts with staff assigned to the Academy (including by way of example and not limitation, teachers, administrators, counselors and the like) which contain non-competition, no-hire, or similar provisions prohibiting or restricting the Academy from hiring instructional staff that perform work at the Academy.

B. Principal. Because the accountability of TRG to the Academy is an essential foundation of this partnership, and because the responsibility of a principal (“Principal”) is critical to its success, the Principal will be an employee of TRG and TRG will have the authority, consistent with applicable law, to select and supervise the Principal and to hold him or her accountable for the success of the Academy. The Principal and TRG, in turn, will have similar authority to select and hold accountable the teachers in the Academy.

C. Teachers. Subject to the Contract and Academy Board policies and the approved Academy Board annual budget, and from time to time thereafter, TRG shall recommend to the Academy Board the number of teachers, and the applicable grade levels and subjects, required for the operation of the Academy. TRG shall provide the Academy with the required number of teachers, qualified in the grade levels and subjects required, as are required by the Academy Board and the Contract. The curriculum taught by such teachers shall be the curriculum prescribed by the Academy and set forth by the Contract. Such teachers may, in the discretion of TRG, work at the

Academy on a full or part time basis, provided that if teachers work at the Academy on a part time basis, such teachers' salaries and benefits shall be pro-rated in the Academy's budget. If assigned to the Academy on a part time basis, such teachers may also work at other schools managed or operated by TRG. Each teacher assigned or retained to the Academy shall hold a valid teaching certificate issued by the State Board of Education under the Code and shall undergo a criminal background and record check and unprofessional conduct check, as required under the Code for teachers who are employees of the Academy.

D. Support Staff. TRG shall recommend, and the Academy Board shall determine, the number and functions of support staff required for the operation of the Academy consistent with the Contract and approved Academy Board annual budget. The parties anticipate that such support staff may include clerical staff, administrative assistants to the Principal, a bookkeeping staff, maintenance personnel, and the like.

E. Employer of Personnel. Except as specified in this Agreement, all teaching and instructional personnel performing functions on behalf of the Academy shall be employees of TRG. Compensation of all employees of TRG shall be paid by TRG. TRG is responsible for paying employees working on Academy operations irrespective of whether TRG receives an advancement of its costs or the payment of services from the Academy. For purposes of this Agreement, "Compensation" shall include salary, fringe benefits, and state and federal tax withholdings. TRG shall be responsible for paying workers' compensation, social security, unemployment, and any other taxes required by law to be paid on behalf of its employees. Unless required by applicable statute, court or administrative decision, or Attorney General's opinion, TRG shall not make payments to the Michigan Public School Employees' Retirement System or any other public retirement system on behalf of its employees. TRG shall be responsible for

ensuring that all employees have undergone criminal background checks and unprofessional conduct checks as required by the Code, and evidence of the same shall be stored, in physical form, at the Academy or directly accessible at the Academy facility. Teachers employed by TRG shall not be considered teachers for purposes of continuing tenure under MCLA § 38.71 *et seq.*

F. Training. TRG shall provide training in its methods, curriculum, program, and technology to all teaching personnel on a regular and continuous basis. Such methodology shall at a minimum utilize TRG's teaching staff to utilize their own professional abilities to provide in-service training to each other. Instructional personnel will receive at least the minimum number of professional development hours as required under the Code. Non-instructional personnel shall receive such training as TRG determines is reasonable and necessary under the circumstances consistent with the Code.

ARTICLE VII

ADDITIONAL PROGRAMS

A. Additional Programs. The services provided by TRG to the Academy under this Agreement consist of the Educational Program during the school year and school day as set forth in the Contract. With prior approval of the Academy Board, TRG may provide additional programs including, but not limited to, adult and community education, summer school, and other special programs. In such cases where TRG is responsible for the cost of providing such additional programs, TRG and the Academy will split, in a proportion agreed upon by the parties in advance of TRG conducting such programs, with the Academy all revenues collected, less expenses to the Academy caused by such programs.

B. Food Service and Transportation. TRG will not initially provide transportation services to students at the Academy. If approved by the Academy Board, the students will be provided a

catered lunch program under the normal school lunch program.

ARTICLE VIII

TERMINATION OF AGREEMENT

A. Termination By TRG. TRG may terminate the Agreement with cause prior to the end of the term specified in Article I in the event the Academy fails to remedy a material breach within sixty (60) days after notice from TRG. A material breach may include, but is not limited to, failure to make payments to TRG as required by this Agreement, or unreasonable failure to adhere to the personnel, curriculum, program, or similar material recommendations of TRG.

B. Termination by the Academy. The Academy may terminate this Agreement with cause prior to the end of the term in the event that TRG should fail to remedy a material breach within sixty (60) days after notice from the Academy. Material breach may include, but is not limited to, violation of this Agreement, violation of the Contract with the College Board, failure of TRG to account for its expenditures or to pay operating costs (providing funds are available to do so), or TRG's unreasonable failure to meet performance standards.

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

D. Effective Date of Termination. In the event that this Agreement is terminated by either party prior to the end of the term specified in Article I, any termination of this Agreement for cause or without cause shall not take effect until the earlier of (i) an approved agreement by the Academy

with another Educational Service Provider (“ESP”) (or self-management) is in effect; or (ii) the end of the current school year in which the termination is invoked. A change in ESP (or a decision to self-manage) in mid school year is strongly discouraged and will be disapproved by CSO absent compelling circumstances and a clear demonstration that the new ESP (or transition to self-management) can seamlessly assume management and operations of the school without disrupting the Academy’s operations.

E. Expiration. Upon expiration of this Agreement at the completion of the Contract term and where there is no renewal, or upon the termination of this Agreement, whether with or without cause, TRG shall have the right to (a) reclaim any usable property or equipment (e.g., copy machines, personal computers) it provided to the Academy at TRG’s expense and not paid for by the Academy, or (b) to make payment for any such property, at the sole option of the Academy. If the Academy chooses to purchase such property, the purchase price shall be either fair market value of such property determined as of the effective date of the termination or expiration of this Agreement or the depreciated cost of such property, whichever is less. Fixtures and building alterations shall become the property of the building owner.

F. Transition and Termination. Upon termination, TRG shall work for a period of up to ninety (90) days if deemed necessary by the Academy to transition to a new ESP. The fee shall be in accordance with the compensation stated herein. However, upon termination or expiration of the Agreement, or when the Agreement is terminated due to a Contract revocation, reconstitution, termination or non-renewal, TRG shall, without charge (i) close the books on the then-current school fiscal year which includes, but is not limited to, the completion and submission of the annual financial audit, state and federal grant reporting and all other associated reporting required within the required timelines established by the appropriate local, state or federal

authority; (ii) organize and prepare student records for transition to the new ESP, self-management or in the case of a school closure, transfer to a student's new school as designated by the student's parent/legal guardian or to a person or entity authorized to hold such records; (iii) provide the Academy with an updated fixed asset schedule showing all property owned by the Academy; (iv) provide an updated list of outstanding vendor invoices with total amounts owed (including the total outstanding owed by the Academy to TRG, if any; (v) the amount owed by TRG to the Academy if any; (vi) ensure the closeout of existing grants and the transfer of grant funded property to Academy, if applicable; (vii) provide for the orderly transition of employee compensation and benefits to the new educational services provider or self-management without disruption to staffing, or in the case of school closure, final payment of all employee compensation, benefit and tax obligations related to services provided by TRG to the Academy; (viii) organize and prepare the Academy's records, both electronic and hard-copy, for transition to the new ESP, self-management or dissolution; and (ix) provide for the orderly transition to the new educational services provider, self-management or dissolution of all Academy-owned assets including, but not limited to, furniture, fixtures, equipment and real estate. This includes any keys, log-in information and passwords related to any Academy asset.

G. No Penalty Early Termination. In the event that the Academy is required (i) to close an Academy site pursuant to a notice issued by the Michigan Department of Education under Section 507 of the Code, MCL 380.507; or (ii) to undergo a reconstitution pursuant to Section 507 of the Code, MCL 380.507, and the Contract, and such closure of an Academy site or reconstitution causes an amendment to or termination of this Agreement, the parties agree that this Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy, and TRG shall have no recourse against the Academy or the

College Board for implementing such site closure or reconstitution.

ARTICLE IX

PROPRIETARY INFORMATION

A. Proprietary Information. The Academy owns all proprietary rights to curriculum or educational materials that: (i) are both directly developed and paid for by the Academy; or (ii) were developed by TRG at the direction of the Academy Board with Academy funds dedicated to the purpose of developing such curriculum or materials. TRG owns all proprietary rights to curriculum and educational materials previously developed or copyrighted by TRG, curriculum and educational materials developed by TRG not using funds from the Academy, and curriculum and educational materials not dedicated to the specific purpose of developing Academy curriculum or educational materials. TRG and the Academy shall each have the sole and exclusive right to license materials for which they own proprietary rights for use by other school districts, public schools and customers or to modify and/or sell material to other schools and customers. The Academy and TRG each shall use reasonable efforts to ensure that its personnel and agents refrain from disclosing, publishing, copying, transmitting, modifying, altering or utilizing proprietary information owned by the other party. TRG's educational materials and teaching techniques used by the Academy are subject to disclosure under the Code and the Freedom of Information Act.

B. Required Disclosure. The Academy Principal shall be permitted to report any new teaching techniques or methods of revisions to known teaching techniques or methods to the Academy Board and to the State Board of Education, which techniques or methods may thereafter be made available to the public, as provided in Sections 505(3) of the Code, notwithstanding anything contained in this Article IX to the contrary.

ARTICLE X

INDEMNIFICATION

A. Indemnification. To the extent permitted by law and without waiving any governmental immunity, the Academy shall indemnify and save and hold TRG and all if its employees, officers, directors, subcontractors, and agents (collectively “TRG Employees”) harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken or not taken by Academy employees (as defined below) in the event of any claim that this Agreement or any part thereof is in violation of law; any noncompliance by the Academy with any agreements, covenants, warranties, or undertakings of the Academy contained in or made pursuant to this Agreement; and any misrepresentation or breach of the representations and warranties of the Academy Board contained in or made pursuant to this Agreement. In addition, the Academy shall reimburse TRG for any and all legal expenses and costs associated with the defense of any such claim, demand, or suit.

TRG shall indemnify and save and hold the Academy and all if its employees, officers, directors, subcontractors, and agents (collectively “Academy Employees”) harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the TRG or its Employees in the event of any claim that this Agreement or any part thereof is in violation of law; any noncompliance by TRG with any agreements, covenants, warranties, or undertakings of TRG contained in or made pursuant to this Agreement; and any misrepresentation or breach of the representations and warranties of the Academy Board contained in or made pursuant to this Agreement. In addition, TRG shall reimburse the Academy for any and all legal expenses and costs associated with the defense of any such claim, demand, or suit.

B. Indemnification of Bay Mills Community College. The parties acknowledge and agree

that the Bay Mills Community College Board of Regents, Bay Mills Community College and its respective members, officers, employees, agents or representatives (for purposes of this paragraph, all collectively referred to as “Bay Mills Community College”) are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, TRG hereby promises to indemnify, defend, and hold harmless Bay Mills Community College against all claims, demands, actions, suits, causes of action, losses, judgments, damages, fines, penalties, forfeitures, or any other liabilities or losses of any kind, including costs, attorney fees, and related expenses, imposed upon or incurred by Bay Mills Community College on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of Bay Mills Community College, which arise out of or are in any manner connected with Bay Mills Community College Board of Regents’ approval of the Academy’s application, Bay Mills Community College Board of Regents’ consideration of or issuance of a Contract, TRG’s preparation for and operation of the Academy, or which are incurred as a result of the reliance by Bay Mills Community College upon information supplied by TRG, or which arise out of the failure of TRG to perform its obligations under the Contract, the Agreement or Applicable Law, as applicable. The parties expressly acknowledge and agree that Bay Mills Community College, Bay Mills Community College Board of Regents and its members, and their respective officers, employees, agents or representatives, or any of them, may commence legal action against TRG to enforce its rights as set forth in this Agreement.

ARTICLE XI

INSURANCE

TRG shall secure and maintain comprehensive general liability and umbrella insurance

coverage as required by Michigan University Self Insurance Corporation (MUSIC) and the Contract. TRG's cost of procuring TRG's insurance under this Agreement is a corporate cost to be paid by TRG. The Academy shall maintain insurance coverage in the amounts required by the Contract. The Academy shall also maintain such insurance as shall be necessary to indemnify TRG as provided in this Agreement. TRG's insurance is separate from and in addition to the insurance the Academy Board is required to obtain under the Contract. Each party shall, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this paragraph. TRG shall comply with any information or reporting requirements applicable to the Academy under the Academy's policy with its insurer(s), to the extent practicable. TRG's insurance shall include coverage for sexual molestation or abuse, will list the Academy and the Bay Mills Community College as an additional named insured and shall not be changed, revoked or modified absent thirty (30) days' notice to the College Board. In the event the College Board modifies the level, type, scope or other aspects of such coverage, TRG shall undertake like and similar modifications within thirty (30) days of being notified of such change.

ARTICLE XII

WARRANTIES AND REPRESENTATIONS

The Academy and TRG each represent that it has the authority under law to execute, deliver, and perform this Agreement, and to incur the obligations provided for under this Agreement, that its actions have been duly and validly authorized, and that it will take all steps reasonably required to implement this Agreement. The Academy and TRG mutually warrant to the other that there are no pending actions, claims, suits, or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would

have a material adverse effect on its ability to perform its obligations under this Agreement.

ARTICLE XIII

MISCELLANEOUS

A. Sole Agreement. This Agreement supersedes and replaces any and all prior agreements and understanding between the Academy and TRG.

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

C. Notices. All notices, demands, requests, and consents under this Agreement shall be in writing, shall be delivered to each party, and shall be effective when received by the parties or mailed to the parties at their respective addresses set forth below, or at such other address as may be furnished by a party to the other party:

With a copy to:

Madison Academy
6170 Torrey Rd.
Flint, MI 48507
Attn. President, Board of Directors

George Butler
Aimee Gibbs
Dickinson Wright PLLC
500 Woodward Ave., Ste. 4000
Detroit, MI 48226

The Romine Group, Inc.
Corporate Headquarters
7877 Stead Street
Utica, Michigan 48317
Attention: William Kneer

Davis Burket Savage Listman Brennan
10 N. Main Street
Suite 401
Mt. Clemens, MI 48043
Attention: John L. Burket

D. Severability. The invalidity of any of the covenants, phases, or clauses in this Agreement shall not affect the remaining portions of this Agreement, and this Agreement shall be construed

as if such invalid covenant, phase, or clause had not been contained in this Agreement.

E. Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and assigns. In the event TRG wants to assign this Agreement, it must obtain prior written approval from the Academy and such assignment must be consistent with the Contract and the CSO's policies.

F. Entire Agreement. This Agreement is the entire agreement between the parties relating to the services provided, and the compensation for such services. The Academy Board and TRG may not substantially amend this Agreement without notification to the College Board pursuant to the Contract and applicable CSO policies. Said amendment shall not be contrary to the Contract and it must be accompanied by a legal opinion. The Academy is responsible for submitting any and all amendments to the College Board or the CSO, consistent with applicable CSO policies, for review under the Contract.

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

H. Assignment. This Agreement shall not be assigned by either party without the prior written consent of the other party.

I. Survival of Termination. All representations, warranties, and indemnities made herein shall survive termination of this Agreement.

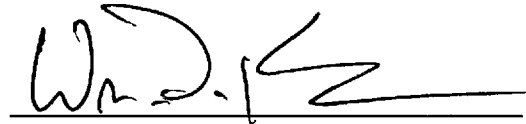
J. Governing Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of Michigan.

K. **Governmental Immunity**. Nothing in this Agreement shall be interpreted as restricting the Academy Board from waiving its governmental immunity or require the Academy Board to assert, waive or not waive its governmental immunity.

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

THE ROMINE GROUP, INC.

MADISON ACADEMY



BY: *Will Kneer*

BY: *Rigel Dawson*

ITS: *VP*

ITS: President

DATE: *06/18/24*

DATE: *06/18/24*

CONTRACT SCHEDULE 6

PHYSICAL PLANT DESCRIPTION

SCHEDULE 6
PHYSICAL PLANT DESCRIPTION

Physical Plant Description	6-1
6170 Torrey Rd. Site Plan.....	6-3
6170 Torrey Rd. Floor Plan	6-5
6170 Torrey Rd. Certificates of Occupancy	6-6
6170 Torrey Rd. Covenant Deed	6-8
3266 Genesee Rd. Site Plan	6-13
3266 Genesee Rd. Floor Plan.....	6-15
3266 Genesee Rd. Certificate of Occupancy	6-17
3266 Genesee Rd. Warranty Deed.....	6-18

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 American International Academy (“Academy”) is as follows:

Address: 6170 Torrey Road
Flint, MI 48507

Description: Madison Academy Elementary/Middle School rests on 23 acres surrounded by agriculture fields and woodlots. Located to the rear of the facility are baseball and soccer fields, in front of the building, an expansive parking lot can be found. The facility itself is approximately 39,000 square feet and was built new in 2008. In 2023, a new wing was added including 9 classrooms and 5 offices/small group rooms. The facility is made up of 29 classrooms, media center, main office complex, gymnasium and a variety of small ancillary rooms that serve the Special Education and Title I departments.

Term of Use: Term of Contract.

Configuration of Grade Levels: Pre K – 8th

Name of School District and Intermediate School District:

Local: Swartz Creek
ISD: Genesee ISD

Address: 3266 Genesee Road
Burton, MI 48519

Description: Madison Academy High School is located on 20.5 acres which is bordered by Atherton Community Schools, a woodlot, and agricultural fields. The rear of the property is comprised of a parking lot. The facility is approximately 39,000 square feet, 32,000 of which was renovated in 2010, the remaining 7,000 were built new in 2010. The school is made up of 20 classrooms, media center, main office complex, gymnasium and a variety of small ancillary rooms that serve the Special Education and Title I departments.

Term of Use: Term of Contract.

Configuration of Grade Levels: 9th-12th

Name of School District and Intermediate School District:

Local: Atherton School District
ISD: Genesee ISD

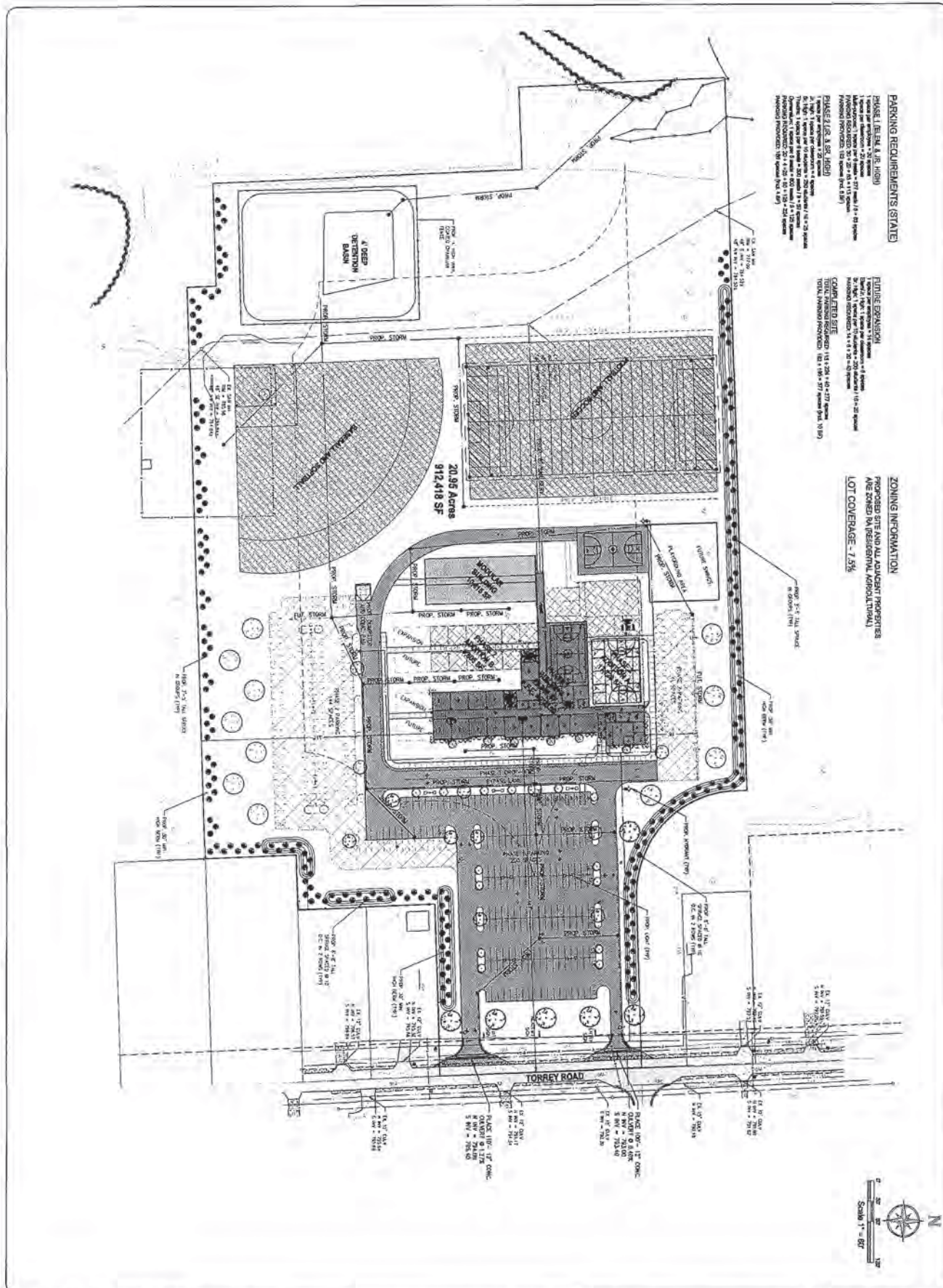
3. It is acknowledged and agreed that the following information about this Proposed Site is provided on the following pages, or must be provided to the satisfaction of the College Board, before the Academy may operate as a public school in this state.

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

4. In addition, the Academy and the College Board hereby acknowledge and agree that this Contract is being issued to the Academy with the understanding that the Academy cannot conduct classes as a public school academy in this state until it has obtained the necessary fire, health and safety approvals for the above-described proposed physical facility. These approvals must be provided and be acceptable to the College Board or its designee prior to the Academy operating as a public school. In cases of disagreement, the Academy may not begin operations without the consent of the College Board.

5. If the Proposed Site described above is not used as the physical facilities for the Academy, then Schedule 6 of this Contract between the Academy and the College Board must be amended pursuant to Article IX of the Terms and Conditions of Contract, to designate, describe, and agree upon the Academy's physical facilities. The Academy must submit to the College Board or its designee complete information about the new site to be actually used. This information includes that described in paragraphs 2, 3 and 4 of this Schedule 6. It is acknowledged and agreed that the public school academy cannot conduct classes as a public school in this state until it has submitted all the information described above, to the satisfaction of the College, and the amendment regarding the new site has been executed.

6. The Academy agrees to comply with the single site restrictions contained in this Schedule 6 for the configuration of grade levels identified at the site. Any change in the configuration of grade levels at the site requires an amendment to this Schedule 6 pursuant to Article IX of the Terms and Conditions of Contract set forth above.



PARKING REQUIREMENTS (STATE)

PHASE 1 (BEM & JE HIGH)

1. Number of spaces = 20 spaces
 2. 1 space per 100 sq ft of building area
 3. 1 space per 100 sq ft of parking area
 4. 1 space per 100 sq ft of parking area
 5. 1 space per 100 sq ft of parking area
 6. 1 space per 100 sq ft of parking area
 7. 1 space per 100 sq ft of parking area
 8. 1 space per 100 sq ft of parking area
 9. 1 space per 100 sq ft of parking area
 10. 1 space per 100 sq ft of parking area

FUTURE EXPANSION

1. 1 space per 100 sq ft of building area
 2. 1 space per 100 sq ft of parking area
 3. 1 space per 100 sq ft of parking area
 4. 1 space per 100 sq ft of parking area
 5. 1 space per 100 sq ft of parking area
 6. 1 space per 100 sq ft of parking area
 7. 1 space per 100 sq ft of parking area
 8. 1 space per 100 sq ft of parking area
 9. 1 space per 100 sq ft of parking area
 10. 1 space per 100 sq ft of parking area

ZONING INFORMATION

PROPOSED SITE AND ALL ADJACENT PROPERTIES ARE ZONED IN RESIDENTIAL APARTMENT (RA) LOT COVERAGE - 7.5%

Issued for:	MADISON ACADEMY
Project No.:	07-08-049
Scale:	1" = 80'
Drawn by:	[Name]
Checked by:	[Name]
Approved by:	[Name]
Date:	07-08-049
Sheet No.:	C-101

NO.	DESCRIPTION	DATE
1	CONCEPTUAL SITE PLAN	07-08-049
2		
3		
4		
5		
6		
7		
8		
9		
10		

MADISON ACADEMY
 6308 Torrey Road
 Flint, MI 48507

Pl. of the NE 1/4 Sect. 10 T6N, R5E
 Mundy Twp, Genesee County, Michigan



HOLLAND ENGINEERING

222 Hoover Boulevard, Suite 1
 Holland, Michigan 48624
 www.hollandengineering.com
 734-942-8888 Fax: 734-942-1118

1	FINISH SCHEDULE	21
2	WINDOW SCHEDULE	22
3	WALL TYPES	23
4	GENERAL NOTES	24

FINISH SCHEDULE

NO.	UNIT NO.	FINISH	QTY.	UNIT
1	101	CEILING	1000	SQ. FT.
2	102	WALL	1000	SQ. FT.
3	103	FLOOR	1000	SQ. FT.
4	104	DOOR	100	EA.
5	105	WINDOW	100	EA.

WINDOW SCHEDULE

NO.	UNIT NO.	FINISH	QTY.	UNIT
1	101	CEILING	1000	SQ. FT.
2	102	WALL	1000	SQ. FT.
3	103	FLOOR	1000	SQ. FT.
4	104	DOOR	100	EA.
5	105	WINDOW	100	EA.

CODE INFORMATION

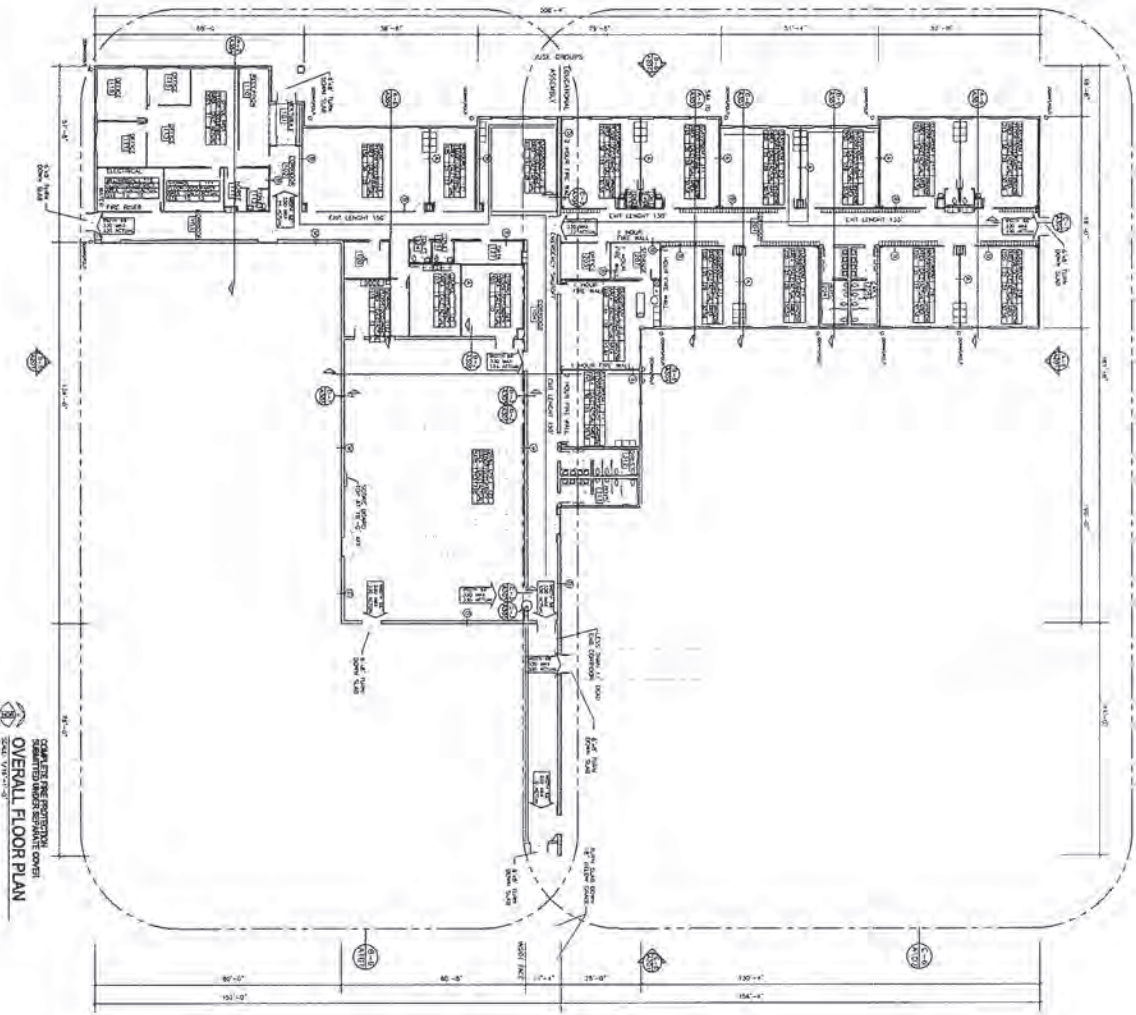
1	FINISH SCHEDULE	21
2	WINDOW SCHEDULE	22
3	WALL TYPES	23
4	GENERAL NOTES	24

Sheet Index

- A100 OVERALL FLOOR PLAN
- A101 FLOOR PLAN
- A102 FLOOR PLAN
- A103 ROOF PLAN
- A104 EXTERIOR ELEVATIONS
- A105 ENLARGED FLOOR PLAN
- A106 ENLARGED SECTION
- A107 ENLARGED SECTION
- A108 ENLARGED DETAILS
- A109 ENLARGED DETAILS
- A110 SCHEDULES & DETAILS
- A111 REFLECTED CEILING PLAN
- A112 REFLECTED CEILING PLAN

SYMBOL LEGEND

1	FINISH SCHEDULE	21
2	WINDOW SCHEDULE	22
3	WALL TYPES	23
4	GENERAL NOTES	24



OVERALL FLOOR PLAN

WALL TYPES

1	FINISH SCHEDULE	21
2	WINDOW SCHEDULE	22
3	WALL TYPES	23
4	GENERAL NOTES	24

GENERAL NOTES

1. REFER TO ALL SHEETS FOR NOTES AND DIMENSIONS.

2. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.

4. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION.

5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL UTILITIES AND ADJACENT PROPERTIES AT ALL TIMES.

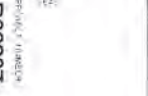
6. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.

7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL EXISTING UTILITIES AND STRUCTURES.

8. ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE BUILDING CODES AND SPECIFICATIONS.

9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.

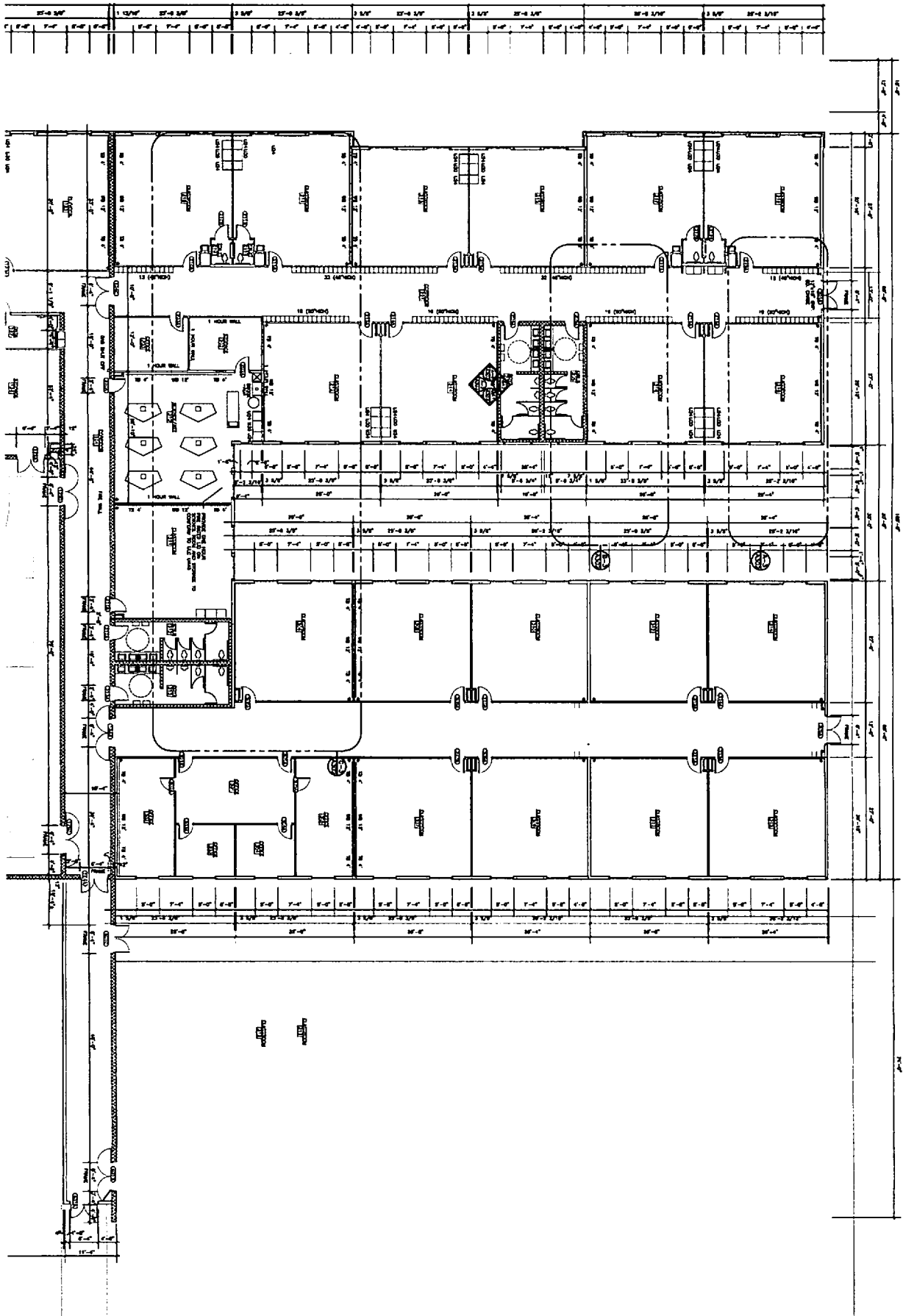
10. ALL MATERIALS AND METHODS OF CONSTRUCTION SHALL BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION.



MADISON ACADEMY
6160 TORREY ROAD
FLINT, MICHIGAN 48507



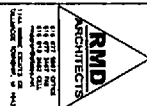
REVISED



1st FLOOR PLAN

PROJECT NUMBER
R32208
SHEET NUMBER
A101

DATE: 06/25/08	ISSUED FOR: REVIEW PERMIT	DATE:	ISSUED FOR:
06/30/08			



MADISON ACADEMY PHASE 2
6170 TORREY ROAD
FLINT, MICHIGAN 48507

REVIEW

CERTIFICATE OF USE AND OCCUPANCY

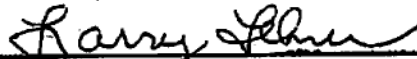
PERMANENT

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. B026647
Madison Academy
6170 Torrey Road
Flint, Michigan
Genesee County

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

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §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

December 4, 2008

CERTIFICATE OF USE AND OCCUPANCY

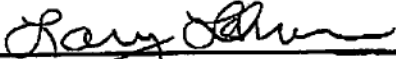
PERMANENT

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

**Permit No. B027123
Madison Academy Portables
6160 Torrey Road
Flint, Michigan
Genesee County**

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

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



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

January 21, 2009

GEN. CO. REGISTER OF DEEDS
RECEIVED

GEN. CO. REGISTER OF DEEDS
RECEIVED

2010 MAR 15 P 12:05

201004270037511 04/27/2010
P:1 of 5 F:\$26.00 9:45AM
Rosalyn Bogardus T20100009646
Genesee County Register MLASK

2010 FEB -2 A 10:47

Return
2-8-10

COVENANT DEED

THIS INDENTURE, made as of the 28 day of January, 2010 between **Constructing Solutions, LLC**, a Michigan limited liability company whose address is 4101 Roger B. Chaffee Blvd, Grand Rapids, MI 49548 ("Grantor"), and **Madison Academy**, a Michigan non-profit corporation and public school academy, having an address at 6170 Torrey Road, Flint, Michigan 48507 ("Grantee").

WITNESSETH, that Grantor, for the full consideration of Five Million Three Hundred Sixty-Three Thousand and 00/100 dollars (\$5,363,000.00), the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, remises, releases, aliens and confirms to Grantee, and to its successors and assigns, forever, all that certain piece or parcel of land and the improvements thereon, situate, lying and being in the Township of Mundy, Genesee County, Michigan, described on Exhibit A attached hereto and incorporated herein by this reference, subject to building and use restrictions, easements of record and zoning ordinances, if any, together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion or reversions, remainder or remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim or demand whatsoever, of Grantor, either in law or equity, of, in, and to the above bargained premises, with the said hereditaments and appurtenances; to have and to hold the premises as before described, with the appurtenances, unto the said party of the second part, its successors and assigns, forever.

Grantor, for itself, its successors and assigns, does covenant, grant, bargain and agree to and with Grantee, its successors and assigns, that Grantor has not heretofore done, committed or wittingly or willingly suffered to be done or committed any act, matter, or thing whatsoever, whereby the premises hereby granted, or any part thereof, is, shall or may be charged or encumbered in title, estate or otherwise, other than as identified on Exhibit B.

This property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan right to farm act.

The Grantor grants to the Grantee the right to make any and all divisions under Section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967.

me 3.17.10 except 2009
I hereby certify, based upon the records in my office, that there are no tax liens or titles held by the state, or by any individual, against the within description, and that all taxes due thereon have been paid for the 5 years next preceding the date of this instrument.

[Signature]
CHIEF DEPUTY TREASURER

Return Recorded Documents To:

A.S.K. Services, Inc.
42180 Ford Rd., Suite 101
Canton, MI 48187

26.00

5/3

EXHIBIT AMadison Legal Description

A PARCEL OF LAND BEING PART OF THE NORTHEAST 1/4 OF SECTION 10, TOWN 6 NORTH, RANGE 6 EAST, MUNDY TOWNSHIP, GENESEE COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 10; THENCE ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 10, NORTH 02 DEGREES 19 MINUTES 48 SECONDS WEST, A DISTANCE OF 867.18 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE SOUTH 88 DEGREES 36 MINUTES 43 SECONDS WEST, PARALLEL WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 10, A DISTANCE OF 250.00 FEET; THENCE SOUTH 02 DEGREES 19 MINUTES 48 SECONDS EAST, PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 10, A DISTANCE OF 200.11 FEET; THENCE SOUTH 88 DEGREES 36 MINUTES 43 SECONDS WEST, PARALLEL WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 10, A DISTANCE OF 80.00 FEET; THENCE SOUTH 02 DEGREES 19 MINUTES 48 SECONDS (EAST) PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 10, A DISTANCE OF 132.00 FEET; THENCE SOUTH 88 DEGREES 36 MINUTES 43 SECONDS WEST, PARALLEL WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 10, A DISTANCE OF 830.00 FEET; THENCE NORTH 02 DEGREES 19 MINUTES 48 SECONDS WEST, PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 10, A DISTANCE OF 50.00 FEET; THENCE SOUTH 88 DEGREES 36 MINUTES 43 SECONDS WEST, PARALLEL WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 10, A DISTANCE OF 160.00 FEET; THENCE NORTH 02 DEGREES 19 MINUTES 48 SECONDS WEST, PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 10, A DISTANCE OF 416.28 FEET; THENCE SOUTH 88 DEGREES 36 MINUTES 43 SECONDS WEST, PARALLEL WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 10, A DISTANCE OF 170.00 FEET TO AN INTERMEDIATE TRAVERSE LINE ALONG THE EASTERLY SIDE OF SWARTZ CREEK, SAID POINT BEING NORTH 88 DEGREES 36 MINUTES 43 SECONDS EAST, A DISTANCE OF 57 FEET, MORE OR LESS FROM THE CENTERLINE OF SWARTZ CREEK; THENCE ALONG THE INTERMEDIATE TRAVERSE LINE ON THE EASTERLY SIDE OF SWARTZ CREEK FOR THE FOLLOWING THREE COURSES; THENCE NORTH 34 DEGREES 47 MINUTES 49 SECONDS EAST, A DISTANCE OF 210.36 FEET; THENCE NORTH 33 DEGREES 24 MINUTES 13 SECONDS WEST, A DISTANCE OF 147.25 FEET; THENCE NORTH 68 DEGREES 28 MINUTES 13 SECONDS WEST, A DISTANCE OF 357.52 FEET, SAID POINT BEING NORTH 88 DEGREES 36 MINUTES 43 SECONDS EAST, A DISTANCE OF 40 FEET, MORE OR LESS, FROM THE CENTERLINE OF SWARTZ CREEK; THENCE NORTH 88 DEGREES 36 MINUTES 43 SECONDS EAST, PARALLEL WITH THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 10, A DISTANCE OF 700.00 FEET; THENCE SOUTH 02 DEGREES 19 MINUTES 48 SECONDS EAST, PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 10, A DISTANCE OF 108.20 FEET TO THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 10; THENCE ALONG THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHEAST 1/4 OF SECTION 10, NORTH 88 DEGREES 36 MINUTES 43 SECONDS EAST, A DISTANCE OF 670.00 FEET; THENCE SOUTH 02 DEGREES 19 MINUTES 48 SECONDS EAST, PARALLEL WITH THE

EAST LINE OF THE NORTHEAST 1/4 OF SECTION 10, A DISTANCE OF 20.23 FEET; THENCE 233.75 FEET ALONG THE ARC OF A CURVE TO THE LEFT; SAID CURVE HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 89 DEGREES 17 MINUTES 07 SECONDS, AND A CHORD WHICH BEARS SOUTH 46 DEGREES 58 MINUTES 21 SECONDS EAST, A DISTANCE OF 210.81 FEET; THENCE NORTH 88 DEGREES 23 MINUTES 05 SECONDS EAST, PARALLEL WITH AND 166.00 FEET SOUTH (PERPENDICULAR MEASURE) OF THE SOUTH LINE OF FROST ACRES, AS RECORDED IN LIBER 26 OF PLATS, PAGE 23, PUBLIC RECORDS OF GENESEE COUNTY, MICHIGAN, A DISTANCE OF 247.87 FEET TO THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 10; THENCE ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SECTION 10, SOUTH 02 DEGREES 19 MINUTES 48 SECONDS EAST, A DISTANCE OF 293.08 FEET TO THE POINT OF BEGINNING. INCLUDING THE AREA BETWEEN THE INTERMEDIATE TRAVERSE LINE ON THE EASTERLY SIDE OF SWARTZ CREEK AND THE CENTERLINE OF SWARTZ CREEK.

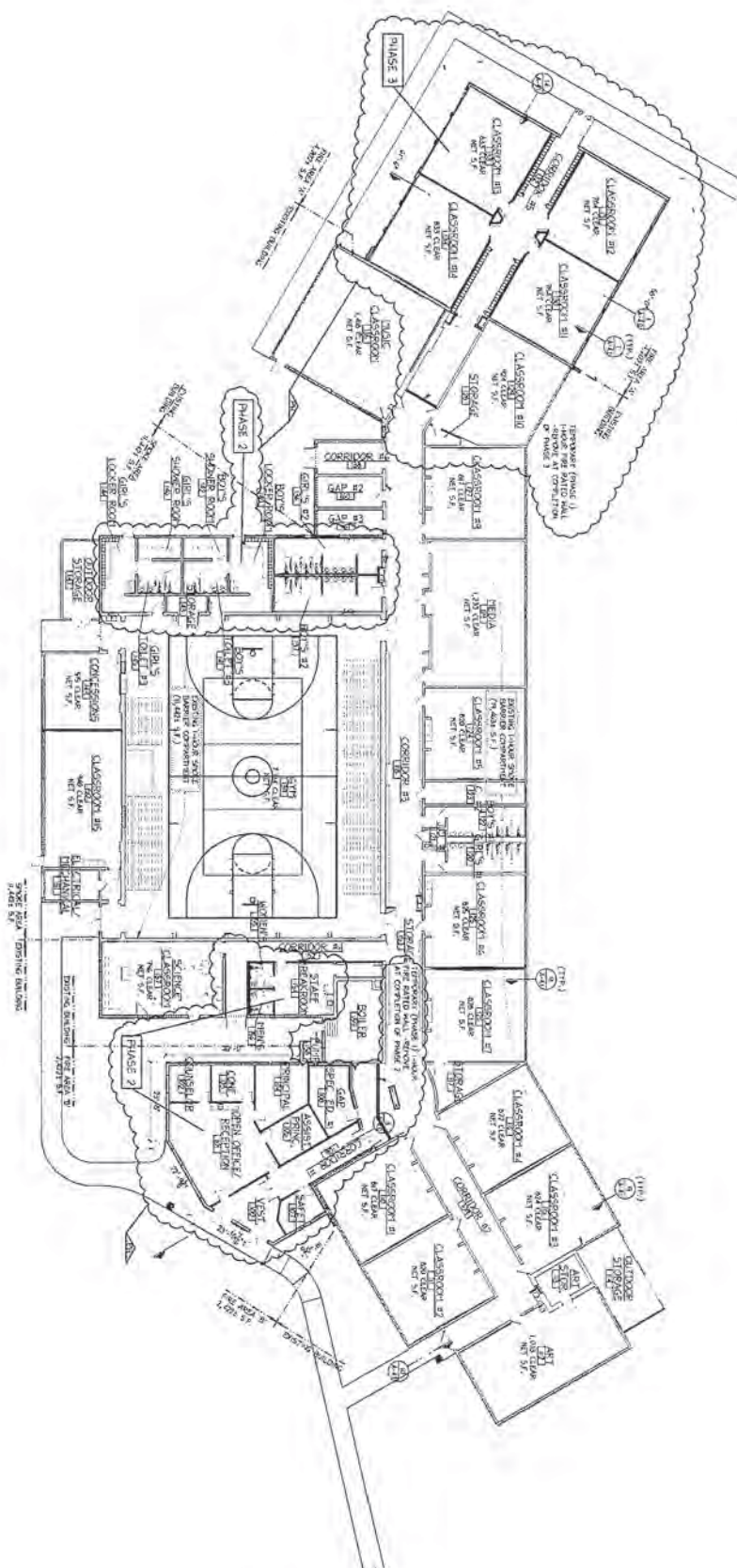
6170 Torrey Road, Mundy Township, Michigan
Tax ID No. 15-10-200-024

FL 151020021

EXHIBIT B

Encumbrances

1. Rights of the public and of any governmental unit in any part of the land taken, used or deeded for Torrey Road.
2. Rights, if any, of the United States government, the State of Michigan, and any governmental entity, riparian owners, the public or private persons existing in or with respect to the present and past bed, banks, bottomland and waters of Schwartz Creek.
3. Easement to Consumers Power Company recorded in Deed Liber 508, Page 524.
4. Easement to Consumers Power Company recorded in Deed Liber 655, Page 494.
5. Easement to the County of Genesee for Swartz Creek Sanitary Sewer Interceptor recorded in Deed Liber 1723, Page 86.
6. Easement to the County of Genesee for Swartz Creek Sanitary Sewer Interceptor recorded in Deed Liber 1723, Page 87.
7. Easement to the County of Genesee for Swartz Creek Sanitary Sewer Interceptor recorded in Deed Liber 1762, Page 372.
8. Easement to County of Genesee for Water Main recorded in Master Liber 4500, Page 949.
9. Easement for Underground Electric Lines and Gas Pipelines granted to Consumers Energy Company dated August 11, 2008 and recorded October 22, 2008 in Instrument No. 200810220072496.



N
OVERALL FLOOR PLAN
SCALE: 1/4" = 1'-0"



DATE	REVISION
01/17/12	ISSUE FOR PERMITS
02/17/12	REVISED PERMITS
03/17/12	REVISED PERMITS
04/17/12	REVISED PERMITS
05/17/12	REVISED PERMITS
06/17/12	REVISED PERMITS
07/17/12	REVISED PERMITS
08/17/12	REVISED PERMITS
09/17/12	REVISED PERMITS
10/17/12	REVISED PERMITS
11/17/12	REVISED PERMITS
12/17/12	REVISED PERMITS
01/17/13	REVISED PERMITS
02/17/13	REVISED PERMITS
03/17/13	REVISED PERMITS
04/17/13	REVISED PERMITS
05/17/13	REVISED PERMITS
06/17/13	REVISED PERMITS
07/17/13	REVISED PERMITS
08/17/13	REVISED PERMITS
09/17/13	REVISED PERMITS
10/17/13	REVISED PERMITS
11/17/13	REVISED PERMITS
12/17/13	REVISED PERMITS
01/17/14	REVISED PERMITS
02/17/14	REVISED PERMITS
03/17/14	REVISED PERMITS
04/17/14	REVISED PERMITS
05/17/14	REVISED PERMITS
06/17/14	REVISED PERMITS
07/17/14	REVISED PERMITS
08/17/14	REVISED PERMITS
09/17/14	REVISED PERMITS
10/17/14	REVISED PERMITS
11/17/14	REVISED PERMITS
12/17/14	REVISED PERMITS
01/17/15	REVISED PERMITS
02/17/15	REVISED PERMITS
03/17/15	REVISED PERMITS
04/17/15	REVISED PERMITS
05/17/15	REVISED PERMITS
06/17/15	REVISED PERMITS
07/17/15	REVISED PERMITS
08/17/15	REVISED PERMITS
09/17/15	REVISED PERMITS
10/17/15	REVISED PERMITS
11/17/15	REVISED PERMITS
12/17/15	REVISED PERMITS
01/17/16	REVISED PERMITS
02/17/16	REVISED PERMITS
03/17/16	REVISED PERMITS
04/17/16	REVISED PERMITS
05/17/16	REVISED PERMITS
06/17/16	REVISED PERMITS
07/17/16	REVISED PERMITS
08/17/16	REVISED PERMITS
09/17/16	REVISED PERMITS
10/17/16	REVISED PERMITS
11/17/16	REVISED PERMITS
12/17/16	REVISED PERMITS
01/17/17	REVISED PERMITS
02/17/17	REVISED PERMITS
03/17/17	REVISED PERMITS
04/17/17	REVISED PERMITS
05/17/17	REVISED PERMITS
06/17/17	REVISED PERMITS
07/17/17	REVISED PERMITS
08/17/17	REVISED PERMITS
09/17/17	REVISED PERMITS
10/17/17	REVISED PERMITS
11/17/17	REVISED PERMITS
12/17/17	REVISED PERMITS
01/17/18	REVISED PERMITS
02/17/18	REVISED PERMITS
03/17/18	REVISED PERMITS
04/17/18	REVISED PERMITS
05/17/18	REVISED PERMITS
06/17/18	REVISED PERMITS
07/17/18	REVISED PERMITS
08/17/18	REVISED PERMITS
09/17/18	REVISED PERMITS
10/17/18	REVISED PERMITS
11/17/18	REVISED PERMITS
12/17/18	REVISED PERMITS
01/17/19	REVISED PERMITS
02/17/19	REVISED PERMITS
03/17/19	REVISED PERMITS
04/17/19	REVISED PERMITS
05/17/19	REVISED PERMITS
06/17/19	REVISED PERMITS
07/17/19	REVISED PERMITS
08/17/19	REVISED PERMITS
09/17/19	REVISED PERMITS
10/17/19	REVISED PERMITS
11/17/19	REVISED PERMITS
12/17/19	REVISED PERMITS
01/17/20	REVISED PERMITS
02/17/20	REVISED PERMITS
03/17/20	REVISED PERMITS
04/17/20	REVISED PERMITS
05/17/20	REVISED PERMITS
06/17/20	REVISED PERMITS
07/17/20	REVISED PERMITS
08/17/20	REVISED PERMITS
09/17/20	REVISED PERMITS
10/17/20	REVISED PERMITS
11/17/20	REVISED PERMITS
12/17/20	REVISED PERMITS
01/17/21	REVISED PERMITS
02/17/21	REVISED PERMITS
03/17/21	REVISED PERMITS
04/17/21	REVISED PERMITS
05/17/21	REVISED PERMITS
06/17/21	REVISED PERMITS
07/17/21	REVISED PERMITS
08/17/21	REVISED PERMITS
09/17/21	REVISED PERMITS
10/17/21	REVISED PERMITS
11/17/21	REVISED PERMITS
12/17/21	REVISED PERMITS
01/17/22	REVISED PERMITS
02/17/22	REVISED PERMITS
03/17/22	REVISED PERMITS
04/17/22	REVISED PERMITS
05/17/22	REVISED PERMITS
06/17/22	REVISED PERMITS
07/17/22	REVISED PERMITS
08/17/22	REVISED PERMITS
09/17/22	REVISED PERMITS
10/17/22	REVISED PERMITS
11/17/22	REVISED PERMITS
12/17/22	REVISED PERMITS
01/17/23	REVISED PERMITS
02/17/23	REVISED PERMITS
03/17/23	REVISED PERMITS
04/17/23	REVISED PERMITS
05/17/23	REVISED PERMITS
06/17/23	REVISED PERMITS
07/17/23	REVISED PERMITS
08/17/23	REVISED PERMITS
09/17/23	REVISED PERMITS
10/17/23	REVISED PERMITS
11/17/23	REVISED PERMITS
12/17/23	REVISED PERMITS
01/17/24	REVISED PERMITS
02/17/24	REVISED PERMITS
03/17/24	REVISED PERMITS
04/17/24	REVISED PERMITS
05/17/24	REVISED PERMITS
06/17/24	REVISED PERMITS
07/17/24	REVISED PERMITS
08/17/24	REVISED PERMITS
09/17/24	REVISED PERMITS
10/17/24	REVISED PERMITS
11/17/24	REVISED PERMITS
12/17/24	REVISED PERMITS
01/17/25	REVISED PERMITS
02/17/25	REVISED PERMITS
03/17/25	REVISED PERMITS
04/17/25	REVISED PERMITS
05/17/25	REVISED PERMITS
06/17/25	REVISED PERMITS
07/17/25	REVISED PERMITS
08/17/25	REVISED PERMITS
09/17/25	REVISED PERMITS
10/17/25	REVISED PERMITS
11/17/25	REVISED PERMITS
12/17/25	REVISED PERMITS
01/17/26	REVISED PERMITS
02/17/26	REVISED PERMITS
03/17/26	REVISED PERMITS
04/17/26	REVISED PERMITS
05/17/26	REVISED PERMITS
06/17/26	REVISED PERMITS
07/17/26	REVISED PERMITS
08/17/26	REVISED PERMITS
09/17/26	REVISED PERMITS
10/17/26	REVISED PERMITS
11/17/26	REVISED PERMITS
12/17/26	REVISED PERMITS
01/17/27	REVISED PERMITS
02/17/27	REVISED PERMITS
03/17/27	REVISED PERMITS
04/17/27	REVISED PERMITS
05/17/27	REVISED PERMITS
06/17/27	REVISED PERMITS
07/17/27	REVISED PERMITS
08/17/27	REVISED PERMITS
09/17/27	REVISED PERMITS
10/17/27	REVISED PERMITS
11/17/27	REVISED PERMITS
12/17/27	REVISED PERMITS
01/17/28	REVISED PERMITS
02/17/28	REVISED PERMITS
03/17/28	REVISED PERMITS
04/17/28	REVISED PERMITS
05/17/28	REVISED PERMITS
06/17/28	REVISED PERMITS
07/17/28	REVISED PERMITS
08/17/28	REVISED PERMITS
09/17/28	REVISED PERMITS
10/17/28	REVISED PERMITS
11/17/28	REVISED PERMITS
12/17/28	REVISED PERMITS
01/17/29	REVISED PERMITS
02/17/29	REVISED PERMITS
03/17/29	REVISED PERMITS
04/17/29	REVISED PERMITS
05/17/29	REVISED PERMITS
06/17/29	REVISED PERMITS
07/17/29	REVISED PERMITS
08/17/29	REVISED PERMITS
09/17/29	REVISED PERMITS
10/17/29	REVISED PERMITS
11/17/29	REVISED PERMITS
12/17/29	REVISED PERMITS
01/17/30	REVISED PERMITS
02/17/30	REVISED PERMITS
03/17/30	REVISED PERMITS
04/17/30	REVISED PERMITS
05/17/30	REVISED PERMITS
06/17/30	REVISED PERMITS
07/17/30	REVISED PERMITS
08/17/30	REVISED PERMITS
09/17/30	REVISED PERMITS
10/17/30	REVISED PERMITS
11/17/30	REVISED PERMITS
12/17/30	REVISED PERMITS

MADISON ACADEMY
HIGH SCHOOL
3264 S. GENESSEE RD.
BURLINGTON, MI 48517
OVERALL FLOOR PLAN

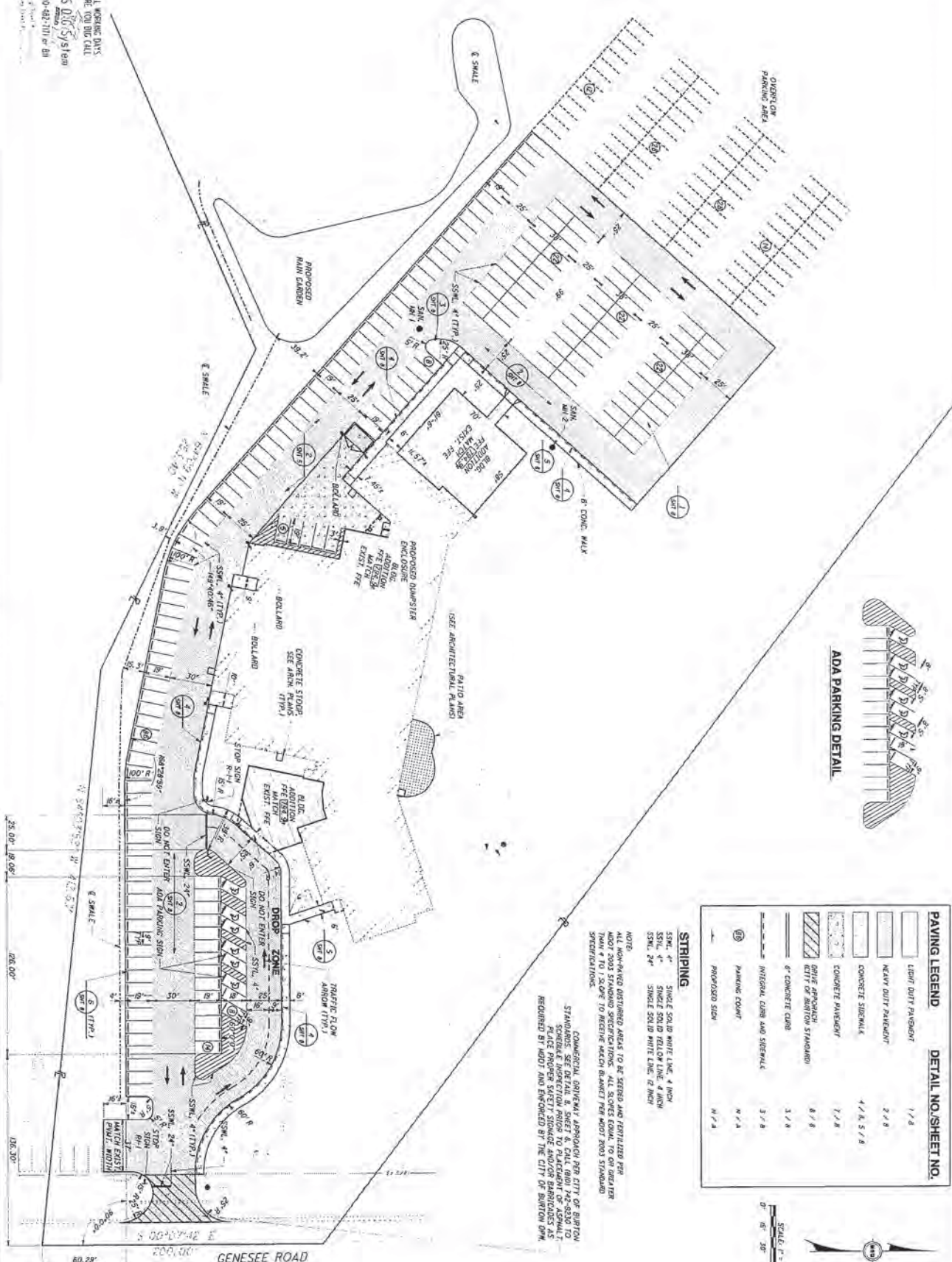
ANDRUS ARCHITECTURE
16277 HORTON ROAD SUITE 200
ROCKFORD, MI 47341
PHONE: 516.863.8850
FAX: 516.863.8851
WWW.ANDRUSARCHITECTURE.COM



Bouma
CONSTRUCTION

THIS IS A 2-D DRAWING. THE INFORMATION HAS BEEN PREPARED BY THE ARCHITECT AND IS NOT TO BE USED FOR CONSTRUCTION. THE ARCHITECT ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THIS SECOND DRAWING. THE OPERATIONAL AS FOR ANY OTHER OR UNEXPECTED THAT MAY BE REQUIRED TO BE INCORPORATED INTO IT AS A RESULT OF UNEXPECTED CONDITIONS. THE ARCHITECT, SHALL BE RESPONSIBLE FOR THE ACCURACY OF THIS DRAWING AND ITS ASSUMPTIONS.

1 FULL WORKING DAYS
BEFORE FOR BID CALL
MISS 202/575/9160
1-800-482-7111 or 811



PAVING LEGEND	DETAIL NO./SHEET NO.
(Symbol: Dotted pattern)	LEAD DUTY PAVEMENT 1/18
(Symbol: Horizontal lines)	HEAVY DUTY PAVEMENT 2/28
(Symbol: Vertical lines)	CONCRETE SIDEWALK 4/4.5/8
(Symbol: Diagonal lines)	CONCRETE PAVEMENT 1/28
(Symbol: Stippled pattern)	DRIVE APPROACH (STANDARD) 8/8
(Symbol: Horizontal lines)	6" CONCRETE CURB 3/4
(Symbol: Dotted pattern)	INTERGRAL CURB AND SIDEWALK 3/7.8
(Symbol: Dotted pattern)	PARKING COAT N/A
(Symbol: Dotted pattern)	PROPOSED SIGN N/A

STRIPING
SSML 4" SINGLE SOLID WHITE LINE 4 INCH
SSML 6" SINGLE SOLID WHITE LINE 6 INCH
SSML 24" SINGLE SOLID WHITE LINE 24 INCH

NOTE:
ALL NON-PAVED DISTURBED AREAS TO BE SEEDED AND FERTILIZED PER MOST SOIL STANDARD SPECIFICATIONS. ALL SCORES COME TO AN END PER THE CITY OF BARTON SPECIFICATIONS. (SEE ARCHITECTURAL PLANS)

CONCRETE: CONCRETE APPROVAL PER CITY OF BARTON STANDARDS. SEE DETAIL & SHEET & CALL (800) 482-7111 TO PLACE PROPER SAFETY SIGNAGE AND/OR BARRICADES AS REQUIRED BY MDOT AND ENFORCED BY THE CITY OF BARTON DMK.



5 10	PROJECT MADISON ACADEMY CHARTER SCHOOL	CLIENT THE ROMINE GROUP	The Mannik & Smith Group, Inc. Civil Engineering, Surveying and Environmental Consulting	NO	DATE	BY	DESCRIPTION
				1	8/1/20	MDR	ISSUE FOR PERMIT
				2	8/1/20	MDR	ISSUE FOR PERMIT
				3	8/1/20	MDR	ISSUE FOR PERMIT AND CONSTRUCTION



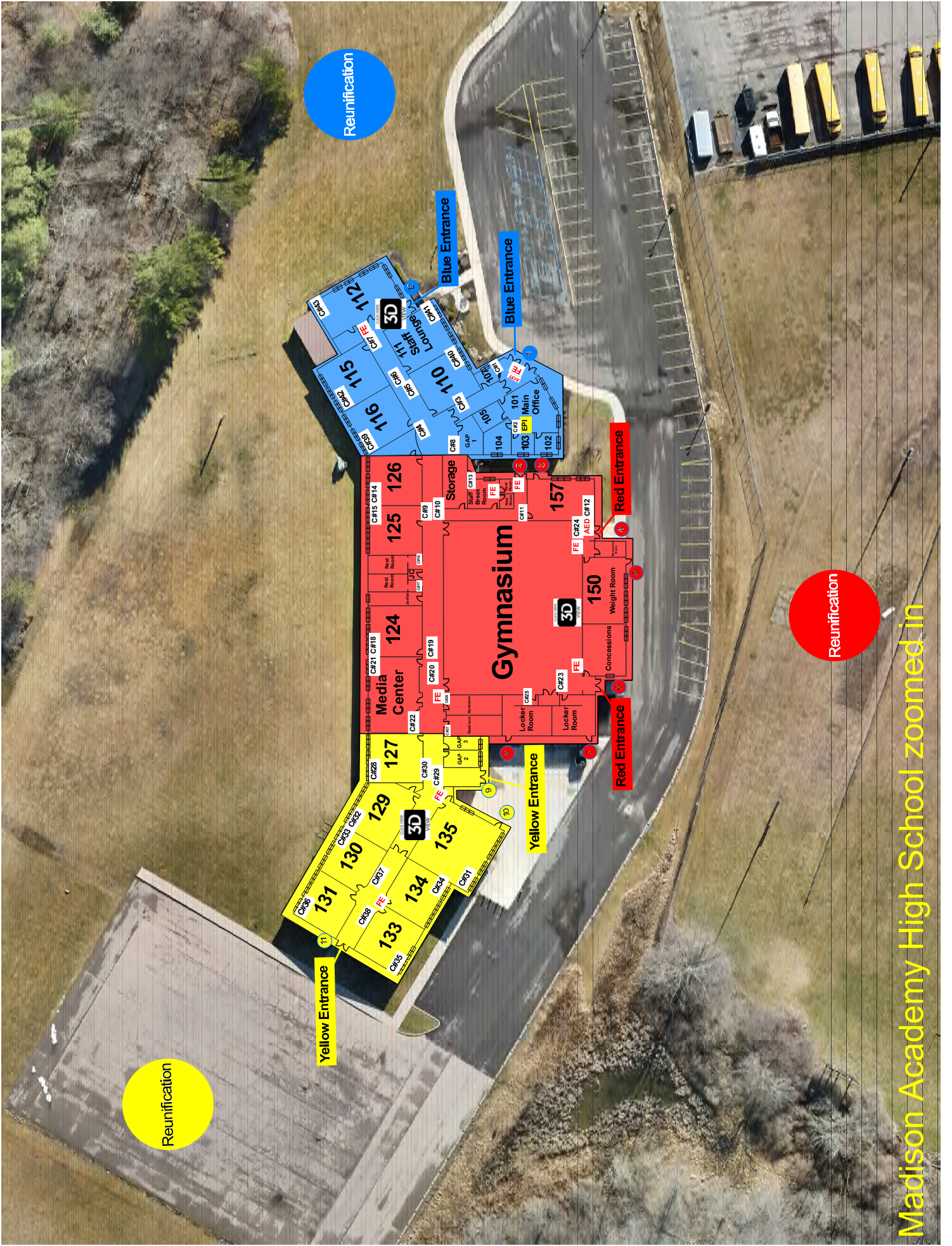
S. Genesee Rd.



FE FRESHMAN	WOFF WOODS	C# CROWN
FDC FRESHMAN	GOFF GOLF	ROOF ROOF
FP FRESHMAN	AOFF ACADEMY	KEY KEY
AED ACADEMY	EOFF EPOCH	EPI EPOCH

Madison Academy High School
 3266 S. Genesee Rd., Burton Michigan





Madison Academy High School zoomed in



CERTIFICATE OF USE AND OCCUPANCY

PERMANENT

Michigan Department of Energy, Labor & Economic Growth
Bureau of Construction Codes/Building Division

P. O. Box 30254
Lansing, MI 48909
(517) 241-9317

Building Permit: B030628
Madison Academy
3266 Genesee Road
Burton, Michigan
Genesee County

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

~~THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §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

December 1, 2010

Return
10-20-10

GEN. CO. REGISTER OF DEEDS
RECEIVED

2010 NOV 17 P 12:03

2010 SEP 27 P 12:11



201011300079744 11/30/2010

P:1 of 4 F:\$23.00 9:37AM

Rosalyn Bogardus T20100028808

Genesee County Register MLASK

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That Constructing Solutions, LLC, a Michigan limited liability company, whose address is 4101 Roger B. Chaffee Boulevard, Grand Rapids, Michigan 49548 ("Grantor"), conveys and warrants to Madison Academy, a Michigan non-profit corporation, whose address is 6170 Torrey Road, Flint, Michigan 48507 (the "Grantee") the premises situated in the City of Burton, County of Genesee, and State of Michigan, and is described more particularly as:

See Exhibit A attached hereto

(the "Property") for the full consideration of ^{SAS} ~~SEE~~ AFFIDAVIT FILED, subject to all easements, encumbrances and restrictions of record set forth on Exhibit B attached hereto.

The Property may be located within the vicinity of farmland or a farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors and other associated conditions may be used and are protected by the Michigan Right to Farm Act.

Grantor grants to Grantee the right to make all divisions under Section 108 of the Land Division Act, No. 288 of the Public Acts of 1967.

Dated this 1st day of July, 2010.

CONSTRUCTING SOLUTIONS, LLC,
a Michigan limited liability company

By: Daniel DeRyke
Daniel DeRyke, Member

me 11-18-10
I hereby certify, based upon the records in my office, that there are no tax liens or titles held by the state, or by any individual, against the within description, and that all taxes due thereon have been paid for the 5 years next preceding the date of this instrument.

980 Mahanice
CHIEF DEPUTY TREASURER

Return Recorded Documents To:

A.S.K. Services, Inc.
42180 Ford Rd., Suite 101
Canton, MI 48187

4/3

23

STATE OF MICHIGAN)
COUNTY OF Kent) ss.

The foregoing instrument was acknowledged before me this 1st day of July, 2010, by Daniel DeRyke, a Member of Constructing Solutions, LLC, a Michigan limited liability company, on behalf of the company.

CARRIE M KAMER
Notary Public, State of Michigan
County of Ottawa
My Commission Expires 07-23-2016
Acting In the County of Kent

Carrie M Kamer

Notary Public
Ottawa County, Michigan
Acting in Kent County, Michigan
My Commission expires: 7/23/16

Transfer Tax: Exempt pursuant to MCL § 380.503(8)
1966 PA 134, MCL 207.501 to 207.513

This instrument drafted by _____
When recorded return to:

Maureen H. Burke
Dickinson Wright PLLC
38525 Woodward Avenue
Post Office Box 509
Bloomfield Hills, Michigan 48303-0509

Lawyers Title Insurance Company
1050 Wilshire Drive
Troy, Michigan 48084
Attn: William R. Wineman
N-105822

EXHIBIT A

LEGAL DESCRIPTION

Land located in the City of Burton, County of Genesee, State of Michigan, described as:

A parcel of land in the East 1/2 of Section 27, Township 7 North, Range 7 East, City of Burton, County of Genesee, State of Michigan, described as follows: Beginning South 0 degrees 07 minutes 42 seconds East along the East line of Section 27 a distance of 45.78 feet from the East 1/4 corner of section 27; thence continuing South 0 degrees 07 minutes 42 seconds East along said East line, 200.0 feet; thence North 84 degrees 03 minute 52 seconds West 412.53 feet; thence North 64 degrees 09 minutes 11 seconds West 253.40 feet; thence South 66 degrees 37 minutes 06 seconds West 740.01 feet to the East 1/8 line of Section 27; thence North 0 degrees 21 minutes 35 seconds West along said East 1/8 line 400.0 feet and North 0 degrees 55 minutes 04 seconds West 949.26 feet to the South line of a 66.0 foot Consumers Power Company right-of-way; thence South 52 degrees 55 minutes 35 seconds East along said right-of-way line, 1637.07 feet to the point of beginning.

Tax ID No: 59-27-200-010

Address: 3266 South Genesee Road, Burton, Michigan 48519

Approx. 20.5 acres

BLOOMFIELD 27708-17 1072399

EXHIBIT B

1. Rights of the public and of any governmental unit in any part of the land taken, used or deeded for street, road or highway purposes, as to Genesee Road only.
2. Right of Way granted to an electric road, as described in Deed recorded in Deed Liber 222, Page 9.
3. Agreement for School District to maintain a suitable fence, as disclosed in Deed recorded in Deed Liber 1150, Page 197.
4. Easement to The Board of County Road Commissioners of the County of Genesee for highway purposes, and the restrictions and provisions therein, recorded in Deed Liber 1690, Page 282.
5. Current taxes and assessments which are a lien but not delinquent.
6. Matters shown on the ALTA/ACSM Land Title Survey prepared by Mannik & Smith Group, Job No. B120003, dated February 18, 2010, including without limitation, the fence and parking space encroachments onto the Property and from the Property onto adjacent land.
7. Matters resulting from the acts or omissions of Grantee, or its employees, agents or contractors.
8. Construction lien arising from work done on the Property pursuant to the proposal for heating oil underground storage tank systems removal, confirmation sampling, backfill and reporting, former Valley Christian Academy, 3266 S. Genesee Road, Burton, Michigan by The Mannik & Smith Group, Inc. and The Romine Group dated May 20, 2010.

CONTRACT SCHEDULE 7

REQUIRED INFORMATION FOR
PUBLIC SCHOOL ACADEMY

SCHEDULE 7

REQUIRED INFORMATION FOR PUBLIC SCHOOL ACADEMY

Required Information for Public School Academy. This Schedule contains information required by Part 6A of the Revised School Code (“Code”). The required information for the Academy is contained in this Schedule 7.

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

SECTION A
GOVERNANCE STRUCTURE

Schedule 7a

Governance Structure

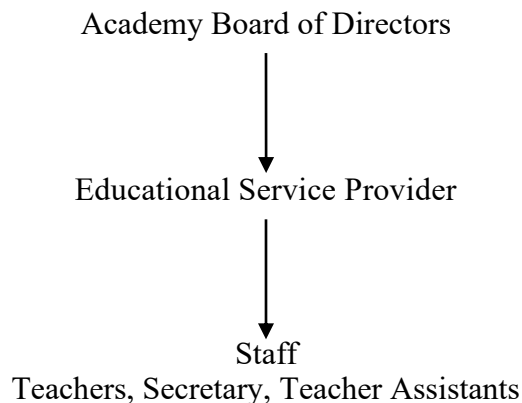
The College Board shall appoint the Board of Directors of the Academy (“Academy Board”). The Academy Board has all the powers and duties permitted by law to manage the business, property and affairs of the Academy. The Academy Board is responsible for assuring that the Academy operates according to the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

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

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

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

The Governance Structure of the Academy:



The Madison Academy Board of Directors currently consists of five (5) members. The College Board appointed each of the following individuals as Academy Board members. The term of office for each individual was decided by resolution of the Academy Board.

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

Rigel J. Dawson, President	Term Ending June 30, 2027
Kaila V. Breedlove, Vice President	Term Ending June 30, 2027
Lutullus S. Penton, Secretary	Term Ending June 30, 2025
Robert A. Scherman, Treasurer	Term Ending June 30, 2026
Matthew J. Cherry, Director	Term Ending June 30, 2025

SECTION B

EDUCATIONAL GOALS

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

Educational Goal to be Achieved:

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

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

Measure 1: Student Achievement

The academic achievement of all students grades 2-11 will be assessed using the following metrics and achievement targets.

GRADES	METRICS	ACHIEVEMENT TARGETS
Grades 2-10	The average grade-level scores in reading and math as measured by the Measure of Academic Progress (MAP) by NWEA	Students enrolled for three* or more years will on average achieve scores equal to or greater than the grade-level reading and math college readiness achievement targets identified by NWEA.
Grades 9-11 (fall and spring testing for grades 9 and 10 using PSAT and PSAT/NMSQT and spring SAT testing for grade 11) -or - NWEA testing may be used in lieu of PSAT/NMSQT in Grades 9 and 10	The average grade-level scores in reading and math as measured PSAT, PSAT/NMSQT, and SAT The average grade-level scores in reading and math as measured by NWEA	Students enrolled for three* or more consecutive years will on average achieve scores equal to or greater than the grade-level reading and math college readiness achievement targets identified by SAT Students enrolled for three* or more years will on average achieve scores equal to or greater than the grade-level reading and math NWEA college readiness achievement targets identified in this schedule

Measure 2: Student Growth

The academic growth of all students in grades 2-10 at the Academy will be assessed using the following metrics and growth targets:

Grades	Metrics	Growth Targets
Grades 2-10	Growth made by students from fall-to-spring in reading and math as measured by growth targets set for each student on the Measure of Academic Progress by NWEA	Students will on average achieve fall-to-spring academic growth targets for reading and math as set for each student on the Measure of Academic Progress by NWEA

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

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

SECTION C

EDUCATIONAL PROGRAMS

Educational Program

Madison Academy will admit children without regard to race, religion, color, national origin, sex, or handicap. The academic program will engage the student as an active participant in learning while stressing and encouraging effective written and oral communication and development of the total child.

Madison Academy will use the KC4 curriculum. This will be used as the framework for a setting where students can develop skills and proficiency in the language arts, mathematics, science, social studies, physical education, art, music, and technology.

Each student at Madison Academy will be taught the basic core subjects of Language arts, Math, Science and Social Studies. In addition, all students will have an educational experience in Music, Art, Physical Education, and Computers. The computer education will be enhanced by establishing a state-of-the-art computer lab with research capabilities and internet accessibility.

The entire instructional program will be based upon three things:

Teacher directed instruction is used to teach phonics, reading, and basic mathematics skills. Teacher directed instruction may be whole class, small group or individual. Using the direct instruction method, the teacher is the sole source of instruction and information. Students are then required to apply these skills in a project-based learning environment.

Project based learning is a pedagogical approach that places the student in the role of researcher, creator, interpreter, and presenter. In project-based classrooms, the teacher presents the problems to students, which requires them to become actively involved in the learning process. The problems are often interdisciplinary in nature and direct the students to read, write, compute, research and present. The teaching staff designs projects with the assistance of curriculum consultants. Project based learning is a microcosm of the way in which students will learn and work in the 21 st century global arena. Other core subjects are taught through both project based, and teacher directed instruction as may be appropriate for the learning styles of the children. Students will stay with the same teacher for two years. Grade levels will also be organized as families to promote social skills, greater flexibility for instruction and a positive school climate.

Technology permeates the instruction program. In addition, Madison Academy will provide parents with access to these same resources when school is not in session.

Madison Academy's education program makes use of technology to deliver and to manage instruction. Technology is also available for all students to use as learning tools in the classroom.

Diversity is an intrinsic value within any effective educational program. The racial and cultural background of all students and other members of the Madison Academy community will be valued as essential assets in the ongoing development of life-long learners. All members of the Madison Academy community will be exposed to a racially and culturally diverse school and work environment and be expected to further their understanding, development and proficiency related to diversity. Respect for diversity will be reflected in the student population, curriculum development, staff development, board development, school programs, co-curricular activities, and parent activities. Ongoing proactive initiatives that celebrate diversity and promote anti-bias will be developed and sustained in all aspects of the Madison Academy community.

SECTION D
CURRICULUM

**CURRICULUM
TO BE UPLOADED SEPARATELY**

SECTION E
METHODS OF PUPIL ASSESSMENT

Assessment Tools:

Writing: K-8

- 3rd-6th Essay Writing, 7th-11th PSAT/SAT Writing & Comparison Analysis
- M-Step Assessment 3rd-8th grade

Reading: K-8

- HMH Module Assessments
- HMH Waggle & Amira Assessments
- Words Their Way
- NWEA Assessment (fall, winter, spring)
- M-Step Assessment 3rd-8th grade

Math: K-8

- HMH Module Assessments
- HMH Waggle Assessments
- NWEA Assessment (fall, winter, spring)
- M-Step Assessment 3rd-8th grade

Social Studies: K-8

- Teacher and district created formal assessments
- HMH Module Assessments
- M-Step Assessment 5th and 8th grade

Science: K-8

- Teacher and district created formal assessments
- HMH Module Assessments
- M-Step Assessment 5th and 8th grade

High School:

- HMH Module Assessments
- NWEA Assessment (fall, winter, spring)
- SAT Prep Assessment in 9th Grade
- SAT Prep Assessment in 10th Grade
- SAT Assessment in 11th Grade
- MME Assessment in 11th Grade

SECTION F

APPLICATION AND ENROLLMENT OF STUDENTS

Application and Enrollment Requirements

Madison Academy

Enrollment Limits

The Academy will offer kindergarten through twelfth grade. The maximum enrollment shall be 1,000 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. However, the Academy may not provide a preference to children of 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 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.

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 sibling preference policy, the re-enrollment notice must also request that the parent or guardian indicate whether a sibling(s) 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 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 and siblings.

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.

076439.000036 4835-5719-1382.1

SECTION G

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

School Calendar

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

School Day Schedule

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

SECTION H

AGE OR GRADE RANGE OF PUPILS

SECTION 7h: AGE OR GRADE RANGE OF PUPILS

The Academy will enroll students in kindergarten through twelfth 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) by December 1 of the current school year.