

*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

**GEORGE WASHINGTON CARVER ACADEMY
(A PUBLIC SCHOOL ACADEMY)**

July 1, 2024

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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. 23-17

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, 2016, the College Board issued to **George Washington Carver 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 four (4) 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:

3. 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:
 - d. The College Board approves the form of the Contract and related documents as submitted to and reviewed by the College Board;
 - e. 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:

- (3) 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
 - (4) 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.
- f. The College Board Designee may agree to a term of Contract not to exceed four (4) academic years and not to extend beyond June 30, 2028.
4. 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

GEORGE WASHINGTON CARVER ACADEMY

CONFIRMING THE STATUS OF

GEORGE WASHINGTON CARVER ACADEMY

AS A

MICHIGAN PUBLIC SCHOOL ACADEMY

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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 George Washington Carver 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. 23-17 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 George Washington Carver Academy Confirming the Status of George Washington Carver 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
George Washington Carver Academy
14510 Second Ave.
Highland Park, MI 48203

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 4 years until June 30, 2028, 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

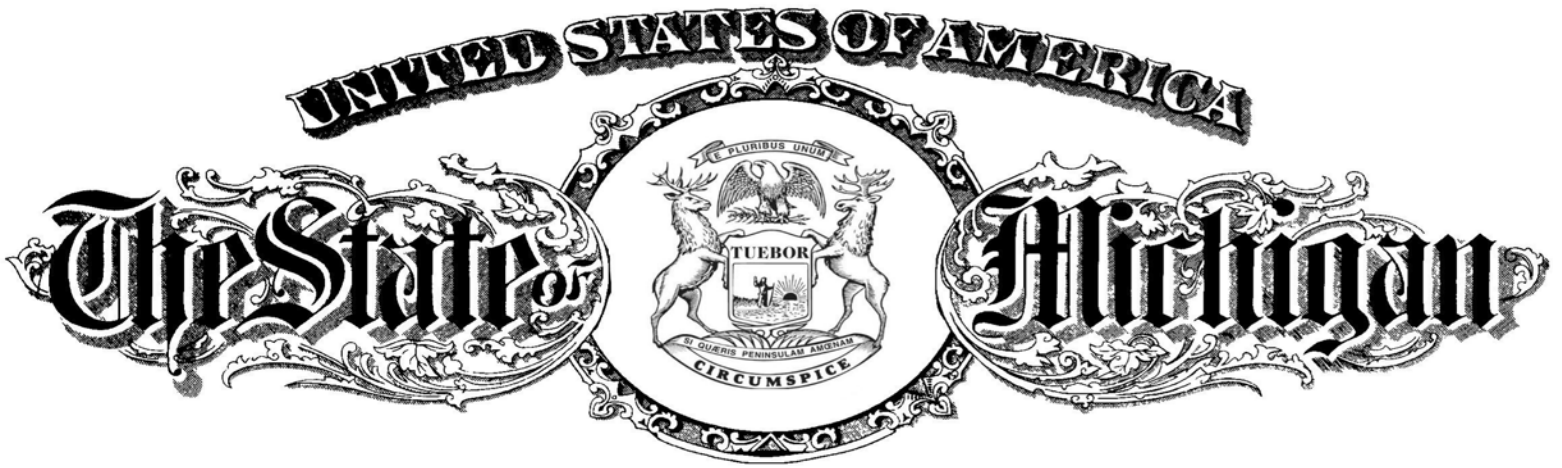
(iii) make a copy of the report on the incidents of crime, disaggregated by school building, available to the parent or legal guardian of each pupil enrolled in the Academy.

CONTRACT SCHEDULES

Schedules

Articles of Incorporation	1
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CONTRACT SCHEDULE 1
ARTICLES OF INCORPORATION



Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

GEORGE WASHINGTON CARVER ACADEMY

was validly Incorporated on June 17 , 1999 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: 24040609603

In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 26th 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		(FOR BUREAU USE ONLY)
		EFFECTIVE DATE:

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

**ARTICLES OF INCORPORATION
For Use by Domestic Nonprofit Corporations**

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

ARTICLE I

The name of the corporation is: **George Washington Carver Academy.**

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

ARTICLE II

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

1. The corporation is organized for the purpose of operating as a public school academy in the State of Michigan pursuant to Part 6a of the Code, being Sections 380.501 to 380.507 of the Michigan Compiled Laws.
2. The corporation, including all activities incident to its purposes, shall at all times be conducted so as to be a governmental entity pursuant to Section 115 of the United States Internal Revenue Code ("IRC") or any successor law. Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activity not permitted to be carried on

by a governmental instrumentality exempt from federal income tax under Section 115 of the IRC or by a nonprofit corporation organized under the laws of the State of Michigan and subject to a Contract authorized under the Code.

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

4. To prepare students to respect and participate in both Native and non-Native culture.

ARTICLE III

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

The value of assets which the corporation possesses is:

Real Property: \$4,185,860

Personal Property: \$29,497

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

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

ARTICLE IV

The address of the registered office is

14510 Second Avenue
Highland Park, MI 48203

The mailing address of the registered office is the same. The name of the resident agent at the registered office is Theresa Johnson.

ARTICLE V

The corporation is a governmental entity.

ARTICLE VI

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

ARTICLE VII

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

ARTICLE VIII

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

ARTICLE IX

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

ARTICLE X

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

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

ARTICLE XI

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

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

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


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

ADOPTION OF ARTICLES

These Articles of Incorporation shall become effective upon filing. However, the corporation shall not carry out its purposes until the College Board issues a contract to operate a public school academy and the contract is executed by the corporation and the College Board.

The Academy Board Secretary has executed these Articles of Incorporation on this 22 day of June 2016.

By:



President

Prepared by:

Clark Hill PLC
Lucius A. Vassar (P63001)
500 Woodward, Ste. 3500
Detroit, MI 48226

CONTRACT SCHEDULE 2

BYLAWS

RESTATED BYLAWS
OF
GEORGE WASHINGTON CARVER PUBLIC SCHOOL ACADEMY]

ARTICLE I

NAME

This organization shall be called George Washington Carver Public School Academy (the "Academy" or "Corporation").

ARTICLE II

FORM OF CORPORATION

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

ARTICLE III

OFFICES

Section 1. Principal Office. The principal office of the Corporation shall be located in the City of Highland Park, County of Wayne, 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.

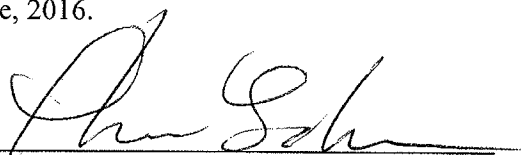
ARTICLE XI

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 22 day of June, 2016.


Secretary

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 George Washington Carver 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 George Washington Carver 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 George Washington Carver 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

Description of Staff Responsibilities

Academic Interventionist Resource Room Teacher	5-1
Administrative Assistant (Clerical).....	5-3
AM/PM Food Service Aide	5-5
Assistant Principal/Instructional Coach	5-7
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Compliance Coordinator.....	5-13
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Maintenance	5-24
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Pre-K Caregiver	5-29
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**JOB DESCRIPTION
FOR
Academic Interventionist
Resource Room Teacher**

REPORTS TO: CAO

EMPLOYED BY: SEA No. 4, Inc.

QUALIFICATIONS:

1. Minimum Bachelor Degree with valid Michigan Teachers Certificate.
2. Ability to teach and develop curriculum for assigned grade.
3. Possess applicable endorsements as required by MDE.
4. Maintain highly qualified status as required by NCLB Act.

NATURE OF POSITION:

Implementation and maintenance of the school resource room.

RESPONSIBILITIES OF THE POSITION:

The Academic Interventionist / Resource Room Teacher will:

1. Promote high standards and expectations for students.
2. Maintain Resource Room in organized manner.
3. Assist students and staff in obtaining resources.
4. Create a climate conducive to teaching and learning.
5. Establish good relations with students, fellow staff and administration.
6. Maintain professional work habits.

PHYSICAL AND ENVIRONMENTAL REQUIREMENTS:

Position requires frequent standing and walking throughout building and school grounds Ability to stoop, crouch, kneel and bend occasionally. Occasionally lifts and carries materials or items weighing up to 20 pounds. Ability to use senses - sight, hearing, smell and touch. Ability to type; uses hand/eye coordination for typing and data entry.

OTHER REQUIREMENTS:

Satisfactory criminal background check.

EMPLOYEE ACKNOWLEDGMENT:

This job description has been reviewed with me, and I have received a copy.

I understand that the above are job requirements and, at this time, I know of no limitations which would prevent me from performing these functions, with or without accommodation, and that it is my responsibility to inform my supervisor at any time that I am unable to perform these functions.

EMPLOYEE'S PRINTED NAME: _____

EMPLOYEE _____
(Signature)

DATE: _____

SUPERVISOR: _____
(Signature)

DATE: _____

**JOB DESCRIPTION
FOR
Administrative Assistant (Clerical)**

REPORTS TO: CAO

EMPLOYED BY: SEA No. 4, Inc.

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

1. High school diploma or general education degree (GED) required.
2. One to three months related experience and/or training, or equivalent combination of education and experience.
3. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
4. Language Skills: ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence. Ability to speak effectively to employees of the organization.
5. Mathematical Skills: ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.
6. Reasoning Ability: ability to apply common sense and understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

NATURE OF THE POSITION:

Under the supervision of the School Principal, operates multi-line telephone system to answer incoming calls and directs callers and guests to appropriate personnel by performing the following duties:

RESPONSIBILITIES OF THE POSITION:

1. Welcomes visitors, determines nature of business, and announces visitors to appropriate personnel.
2. Monitors visitor access and issues passes when required.
3. Retrieves messages from voice mail and forward to appropriate personnel.
4. Answers incoming telephone calls, determines purpose of callers, and forwards calls to appropriate personnel or department.
5. Takes and delivers messages or transfers calls to voice mail when appropriate personnel are unavailable.
6. Answers questions about the organization and provides callers with address, directions, and other information.
7. Explain employment processes to applicants and verify all employment requirements are included with new applications.
8. Updates appointment calendars.
9. Maintains automated applicant database.
10. Responds to e-mail inquiries from applicants.
11. Receives, sorts, and routes mail, and maintains and routes publications.
12. Maintains fax machines, assists users, sends faxes, and retrieves and routes incoming faxes.
13. Creates and prints fax cover sheets, memos, correspondence, reports, and other documents when

- necessary.
14. Performs other clerical duties as needed, such as filing, photocopying, and collating.
 15. Performs other duties as assigned.

PHYSICAL AND ENVIRONMENTAL REQUIREMENTS:

This position requires extensive standing and walking throughout work shift. Ability to stoop, crouch, kneel and bend occasionally. Occasionally lifts and carries items weighing up to 50 pounds. Ability to use senses - sight, hearing, smell and touch.

OTHER REQUIREMENTS:

Satisfactory criminal background check.

PERFORMANCE STANDARDS:

1. Maintain interest in the work of the school, strongly committed to moral values.
2. Be dedicated to providing an excellent early educational foundation for children.
3. Demonstrate the willingness and ability to work with people in a team environment.
4. Maintain ongoing communication with supervisor, staff and administrators related to job duties.
5. Maintain positive, cooperative and mutually supportive relationships with the school's administration, Teachers, students and co-workers.
6. Implement school's safety and security practices.
7. Ability to communicate effectively both orally and in writing with staff and the public.
8. Understand and follow standard operating procedures to perform duties in a professional manner.
9. Ability to write legibly and neat to complete reports such as incident reports or security logs.
10. Make proper judgment and decisions in situations; take appropriate action within established policies and procedures.
11. Maintain flexibility in work hours/schedule based upon the school's operational needs.
12. Participate in required job related training.

EMPLOYEE ACKNOWLEDGMENT:

This job description has been reviewed with me, and I have received a copy.

I understand that the above are job requirements and, at this time, I know of no limitations which would prevent me from performing these functions, with or without accommodation, and that it is my responsibility to inform my supervisor at any time that I am unable to perform these functions.

EMPLOYEE'S PRINTED NAME: _____

EMPLOYEE: _____
(Signature)

DATE: _____

SUPERVISOR: _____
(Signature)

DATE: _____

**JOB DESCRIPTION
FOR
A.M./P.M. Food Service Aide**

REPORTS TO: Food Service Director

EMPLOYED BY: SEA No. 4, Inc.

QUALIFICATIONS:

1. High school diploma.
2. References.

NATURE OF POSITION:

Perform duties relating to cleaning, set-up and monitoring students during lunch time.

RESPONSIBILITIES OF POSITION:

The A.M./P.M. Food Service Aide is responsible for:

1. Interacting with customers courteously and respectfully.
2. Assisting in monitoring students at lunch time.
3. Cleaning tables after lunch and keep cafeteria neat.
4. Interacting with staff.
5. Other duties as assigned by Food Service Director.

PHYSICAL AND ENVIRONMENTAL REQUIREMENTS:

Position requires frequent standing and walking throughout building and school grounds. Ability to stoop, crouch, kneel and bend occasionally. Occasionally lifts and carries materials or items weighing up to 20 pounds. Ability to use senses - sight, hearing, smell and touch. Ability to type; uses hand/eye coordination for typing and data entry.

OTHER REQUIREMENTS:

Satisfactory criminal background check.

PERFORMANCE STANDARDS:

1. Be interested in the work of the school, strongly committed to moral values. Be dedicated to providing an excellent early educational foundation for children.
2. Demonstrate the willingness and ability to work with people in a team environment.
3. Maintain positive, cooperative and mutually supportive relationships with the Academy Administration, Teachers, students and co-workers.

EMPLOYEE ACKNOWLEDGMENT:

This job description has been reviewed with me, and I have received a copy.

I understand that the above are job requirements and, at this time, I know of no limitations which would prevent me from performing these functions, with or without accommodation, and that it is my responsibility to inform my supervisor at any time that I am unable to perform these functions.

EMPLOYEE'S PRINTED NAME: _____

EMPLOYEE _____
(Signature)

DATE: _____

SUPERVISOR: _____
(Signature)

DATE: _____

**JOB DESCRIPTION
FOR
Assistant Principal/Instructional Coach**

REPORTS TO: CAO

EMPLOYED BY: SEA No. 4, Inc.

QUALIFICATIONS:

1. Minimum Bachelor's Degree required, Master's Degree preferred.
2. Must meet continuing education and certification requirements prescribed by rule promulgated by the State of Michigan.
3. Minimum 3 years Education Administration experience.
4. Current knowledge of best practices.
5. Prior teaching experience preferred.

NATURE OF POSITION:

Implementation and coordination of instructional programs to ensure that all students meet and exceed the State Core Curriculum Content Standards. Achieving excellence requires that Assistant Principal/Instructional Coach work collaboratively and communicate effectively with CAO, Administrators, Principal/School Lead, Special Education staff, students, parents, members of the community and colleagues in other districts and schools. Inherent in the position are the responsibilities for planning, coordination and monitoring the effective delivery of the established curriculum by Teachers to students.

RESPONSIBILITIES OF POSITION:

The Assistant Principal/Instructional Coach is responsible for:

1. Coordinate teachers and goals outcomes.
2. Assist Teachers in designing and modifying instruction to meet each student's needs.
3. Working closely with staff and parents to plan appropriate services for students.
4. Administering diagnostic cognitive and achievement tests and evaluate outcomes.
5. Maintain accurate and complete records as required by Academy, Wayne RESA, Charter Authorizer and MDE.
6. Submitting necessary documentation and reports.
7. Assisting Administrative Services Director with all Pupil Accounting Reporting.
8. Attending staff meetings and serving on staff committees as required.
9. Participating in Child Study meetings, when applicable.
10. Other professional duties as assigned by the Superintendent.

SUPERVISORY RESPONSIBILITIES:

As assigned by CAO

PHYSICAL AND ENVIRONMENTAL REQUIREMENTS:

Position requires frequent standing and walking throughout building and school grounds. Ability to stoop, crouch, kneel and bend occasionally. Occasionally lifts and carries materials or items weighing up to 20 pounds. Ability to use senses - sight, hearing, smell and touch. Ability to type; uses hand/eye coordination for typing and data entry.

OTHER REQUIREMENTS:

Satisfactory criminal background check.

PERFORMANCE STANDARDS:

The Assistant Principal/Instructional Coach will:

1. Be interested in the work of the school, strongly committed to moral values.
2. Be dedicated to providing an excellent early educational foundation for children that will enable them to be motivated and excited learners.
3. Establish and maintain work performance standards in line with those standards established by Academy.
4. Demonstrate the willingness and ability to work with people in a team environment.
5. Periodically check teachers' lesson plans, grade books and/or grade distribution sheets to assure compliance with the standards of the School.
6. Involve teachers in the development of new instructional programs and implement standards for educational quality within the school curriculum.
7. Communicate effectively with the community regarding instructional programs and activities and with the staff regarding information, policies and procedures.
8. Adhere to all aspects of the evaluation policy and submit recommendations to Human Resources regarding personnel.
9. Assure confidentiality of all student and school privileged information.
10. Maintain positive, cooperative and mutually supportive relationships with the Board of Directors, Charter Authorizer, students, parents, fellow teachers, co-workers and the community.

EMPLOYEE ACKNOWLEDGMENT:

This job description has been reviewed with me, and I have received a copy.

I understand that the above are job requirements and, at this time, I know of no limitations which would prevent me from performing these functions, with or without accommodation, and that it is my responsibility to inform my supervisor at any time that I am unable to perform these functions.

EMPLOYEE'S PRINTED NAME: _____

EMPLOYEE _____
(Signature)

DATE: _____

SUPERVISOR: _____
(Signature)

DATE: _____

**JOB DESCRIPTION
FOR
Attendance Liaison**

REPORTS TO: CAO

EMPLOYED BY: SEA No. 4, Inc.

QUALIFICATIONS:

1. Minimum high school diploma.
2. Knowledge of various computer software packages and platforms.
3. Ability to communicate effectively both orally and in writing.

NATURE OF POSITION:

General office duties under the direction of the School Principal.

RESPONSIBILITIES OF POSITION:

The Attendance Liaison will:

1. Enter daily attendance data; entering date for absences.
2. Make phone contact with parents/guardians.
3. Assist in switchboard duties.
4. Issue and maintain suspension letters.
5. Distribute mail throughout the Academy.
6. Prepare Daily Bulletin and announcements.
7. Post official notices.
8. Order general office and warehouse supplies.
9. Maintain inventory of general office supplies.
10. Maintain general requisitioning request for building.
11. Check in and distribute building curriculum orders.
12. Other professional duties as assigned by the School Principal.

PHYSICAL AND ENVIRONMENTAL REQUIREMENTS:

Position requires frequent standing and walking throughout building and school grounds. Ability to stoop, crouch, kneel and bend occasionally. Occasionally lifts and carries materials or items weighing up to 20 pounds. Ability to use senses - sight, hearing, smell and touch. Ability to type; uses hand/eye coordination for typing and data entry.

OTHER REQUIREMENTS:

Satisfactory criminal background check.

PERFORMANCE STANDARDS:

The Attendance Liaison will:

1. Be interested in the work of the school, strongly committed to moral values and dedicated to providing an excellent early educational foundation for children
2. Establish and maintain work performance standards in line with those standards established by Academy.
3. Communicate effectively with the students and staff regarding information, policies and procedures.

4. Demonstrate the willingness and ability to work with people in a team environment.
5. Assure confidentiality of all student and school privileged information
6. Maintain positive, cooperative and mutually supportive relationships with the Board of Directors, Charter Authorizer and co-workers.

EMPLOYEE ACKNOWLEDGMENT:

This job description has been reviewed with me, and I have received a copy.

I understand that the above are job requirements and, at this time, I know of no limitations which would prevent me from performing these functions, with or without accommodation, and that it is my responsibility to inform my supervisor at any time that I am unable to perform these functions.

EMPLOYEE'S PRINTED NAME: _____

EMPLOYEE _____
(Signature)

DATE: _____

SUPERVISOR: _____
(Signature)

DATE: _____

**JOB DESCRIPTION
FOR
Chief of Security**

REPORTS TO: CAO

EMPLOYED BY: SEA No. 4, Inc.

QUALIFICATIONS:

1. High school diploma or equivalent.
2. Knowledge of Security/Law Enforcement procedures.
3. Successful completion of safety/security training or coursework preferred.
4. Working knowledge of, and ability to enforce security operations and safety practices within a school environment.
5. Previous supervisory experience preferred.

NATURE OF THE POSITION:

Duties include patrolling and observing the activities of persons in and around school premises and grounds.

RESPONSIBILITIES OF POSITION:

1. Monitors and coordinates work assignments of Security Attendants.
2. Frequently patrols school premises and grounds to prevent and detect signs of intrusion and ensure security of doors, windows, and gates.
3. Make assessments of situations, warn persons of rule infractions or violations when necessary; seek assistance and take appropriate action to resolve situations.
4. Monitor and authorize entrance and departure of students, employees, visitors, and other persons to guard against theft and maintain security of premises.
5. Write reports of daily activities and irregularities, such as equipment or property damage, theft, presence of unauthorized persons, or unusual occurrences.
6. Call police, fire and emergency department personnel in cases of disturbance or emergency.
7. Circulate amongst visitors, students, and employees to preserve order and protect property.
8. Answer alarms and investigate disturbances as directed.
9. Escort staff, visitors and students to parking lot areas as requested.
10. Other related duties as assigned.

PHYSICAL AND ENVIRONMENTAL REQUIREMENTS:

This position requires extensive standing and walking throughout work shift. Ability to stoop, crouch, kneel and bend occasionally. Occasionally lifts and carries items weighing up to 50 pounds. Ability to use senses - sight, hearing, smell and touch.

OTHER REQUIREMENTS:

1. Satisfactory criminal background check.
2. Uses personal vehicle during course of work shift to patrol the school grounds and parking areas.
3. Must possess a valid Michigan driver's license and good driving record.

PERFORMANCE STANDARDS:

1. Maintain interest in the work of the school, strongly committed to moral values.
2. Be dedicated to providing an excellent early educational foundation for children.
3. Demonstrate the willingness and ability to work with people in a team environment.

4. Maintain ongoing communication with supervisor, staff and administrators related to job duties.
5. Maintain positive, cooperative and mutually supportive relationships with the school's administration, Teachers, students and co-workers.
6. Implement school's safety and security practices.
7. Ability to communicate effectively both orally and in writing with staff and the public.
8. Understand and follow standard operating procedures to perform duties in a professional manner.
9. Ability to write legibly and neat to complete reports such as incident reports or security logs.
10. Make proper judgment and decisions in situations; take appropriate action within established policies and procedures.
11. Maintain flexibility in work hours/schedule based upon the school's operational needs.
12. Participate in required job related training.

EMPLOYEE ACKNOWLEDGMENT:

This job description has been reviewed with me, and I have received a copy.

I understand that the above are job requirements and, at this time, I know of no limitations which would prevent me from performing these functions, with or without accommodation, and that it is my responsibility to inform my supervisor at any time that I am unable to perform these functions.

EMPLOYEE'S PRINTED NAME: _____

EMPLOYEE: _____
(Signature)

DATE: _____

SUPERVISOR: _____
(Signature)

DATE: _____

**JOB DESCRIPTION
FOR
Compliance Coordinator**

REPORTS TO: CAO

EMPLOYED BY: SEA No. 4, Inc.

QUALIFICATIONS:

1. Minimum of three years' experience in overseeing Student Information Management Systems (SIMS).
2. Bachelor's degree required.

NATURE OF THE POSITION:

Under the supervision of the Chief Administrative Officer, the Pupil Accountant/SIMS Coordinator is responsible for the oversight and operation of all SIMS and applicable regulatory requirements and standards.

RESPONSIBILITIES OF THE POSITION:

1. Maintain all student records/files.
2. Prepare all district reports related to student enrollment as required by Academy, Wayne County RESA, Charter Authorizer, and state and federal reporting agencies.
3. Implement Academy's pupil accounting activities and procedures as required by Wayne County RESA, Charter Authorizer and the Michigan Department of Education (MDE).
4. Submit Academy SRSD and CEPI reports related to all phases of student enrollment and accounting, as required by Wayne County RESA, Charter Authorizer and the MDE.
5. Develop and oversee all activities related to Academy's annual student enrollment procedures.
6. Conduct Academy's annual student enrollment lottery.
7. Prepare Academy's materials for new student enrollment and orientation.
8. Prepare state reports related to Academy's enrollment, yearly calendar, clock hours, days of instruction, etc., as required by Wayne County RESA, Charter Authorizer and the MDE.
9. Develop and administer Academy's policies and procedures related to student enrollment and attendance.
10. Administrator of Zangle Database System utilized for Academy's: used for:
 - a. Enrollment
 - b. Attendance
 - c. Master Class Schedule
 - d. Student Schedules
 - e. Grade Reporting (report cards, progress reports)
 - f. Transcripts
 - g. Master Calendar
 - h. Behavior
 - i. Food Service
 - j. Special Education
 - k. Gradebook
 - l. Teacher, Parent and Student Connect
11. Develop and provide training and in-services for all Academy staff's use of the Zangle system.
12. Input all Academy data related to K-8 student enrollment, faculty roster, master class schedule, student schedules and master calendar.

13. Work with Wayne County RESA (provider of Zangle system) as liaison between the Intermediate School District (ISD) and Academy.
14. Develop and implement policies and procedures related to Academy staff's use of the Zangle system for compliance with Academy, Wayne County RESA, Charter Authorizer and state and federal curriculum, enrollment and reporting requirements.
15. Oversee management of the Academy's K-8 Zangle Parent Connect and Student Connect modules:
 - a. Review Academy student and parent applications for access
 - b. Assign Academy student and parent passwords
 - c. Provide and assist with Academy student and parent training for Student Connect
 - d. Assist in preparation of a handbook to be distributed to parents regarding Parent Connect use policies
 - e. Work with the Parent Connect Teacher Liaison and School News Reporter (suggested by Wayne County RESA)
 - f. Monitor events listed by Academy administration, faculty and staff (make sure items are current and correct)
 - g. Maintain files for Academy Student Connect and Parent Connect e.g., applications, legal notices, etc.
16. Additionally, the SIMS Coordinator will provide administrative support to all Academy District administrators as necessary, as well as any other duties as determined by District administration.

PHYSICAL AND ENVIRONMENTAL REQUIREMENTS:

This position requires extensive standing and walking throughout work shift. Ability to stoop, crouch, kneel and bend occasionally. Occasionally lifts and carries items weighing up to 50 pounds. Ability to use senses - sight, hearing, smell and touch.

OTHER REQUIREMENTS:

Satisfactory criminal background check.

PERFORMANCE STANDARDS:

1. Maintain interest in the work of the school, strongly committed to moral values.
2. Be dedicated to providing an excellent early educational foundation for children.
3. Demonstrate the willingness and ability to work with people in a team environment.
4. Maintain ongoing communication with supervisor, staff and administrators related to job duties.
5. Maintain positive, cooperative and mutually supportive relationships with the school's administration, Teachers, students and co-workers.
6. Implement school's safety and security practices.
7. Ability to communicate effectively both orally and in writing with staff and the public.
8. Understand and follow standard operating procedures to perform duties in a professional manner.
9. Ability to write legibly and neat to complete reports such as incident reports or security logs.
10. Make proper judgment and decisions in situations; take appropriate action within established policies and procedures.
11. Maintain flexibility in work hours/schedule based upon the school's operational needs.
12. Participates in required job related training.

EMPLOYEE ACKNOWLEDGMENT:

This job description has been reviewed with me, and I have received a copy.

I understand that the above are job requirements and, at this time, I know of no limitations which would prevent me from performing these functions, with or without accommodation, and that it is my responsibility to inform my supervisor at any time that I am unable to perform these functions.

EMPLOYEE'S PRINTED NAME: _____

EMPLOYEE: _____
(Signature)

DATE: _____

SUPERVISOR: _____
(Signature)

DATE: _____

**JOB DESCRIPTION
FOR
Food Service Director**

REPORTS TO: CAO

EMPLOYED BY: SEA No. 4, Inc.

QUALIFICATIONS:

1. Bachelor Degree.
2. Minimum 3 years supervisory experience.
3. Prior food service experience.
4. Familiar with PrideWare software.

NATURE OF POSITION:

Supervises the activities of the Food Service Program in accordance with local, state and federal mandates and Board of Directors' (Board) policies. Prepares all required reports and reimbursement requests in connection with the Food Service program.

RESPONSIBILITIES OF POSITION:

The Food Service Director is responsible for:

1. Administering the National School Lunch and Breakfast Programs in compliance with Federal Regulations, State Board rules and Board policies.
2. Monitoring the district food service budget and implementing systems for financial management and control of program revenue and expenditures.
3. Planning, directing, and evaluating the management of food service systems to insure quality in distribution, storage, production, merchandising, and service of food.
4. Assisting in the development of policies for staffing and criteria for new positions, making recommendations for hiring of new employees and evaluation of staff performance.
5. Planning, implementing, and evaluating a system for procurement, receiving, storage and distribution of food, equipment and supplies.
6. Identifying program needs, establishing program goals, monitoring program activities, and evaluating program effectiveness.
7. Administering a system for all phases of food service including food production, work simplification, staff work schedules and menu changes, special meals, equipment selection, use and care, inventory control, cash control and methods of cost containment.
8. Other professional responsibilities as assigned by Business Office/Management Representative.

PHYSICAL AND ENVIRONMENTAL REQUIREMENTS:

Position requires frequent standing and walking throughout building and school grounds. Ability to stoop, crouch, kneel and bend occasionally. Occasionally lifts and carries materials or items weighing up to 20 pounds. Ability to use senses - sight, hearing, smell and touch. Ability to type; uses hand/eye coordination for typing and data entry.

OTHER REQUIREMENTS:

Satisfactory criminal background check.

PERFORMANCE STANDARDS:

The Food Service Director will:

1. Establish and maintain work performance standards in line with those standards established by Academy.
2. Communicate effectively with Teachers, students and parents regarding information, policies and procedures.
3. Demonstrate the willingness and ability to work with people in a team environment.
4. Provide opportunities for effective staff development that addresses the needs of the Food Service Department and provide employee training and professional growth.
5. Provide leadership in the development and implementation of nutrition education experiences for students, Teachers and good service employees.
6. Maintain positive, cooperative and mutually supportive relationships with the Board, Charter Authorizer, teachers, students, co-workers and subordinates.

EMPLOYEE ACKNOWLEDGMENT:

This job description has been reviewed with me, and I have received a copy.

I understand that the above are job requirements and, at this time, I know of no limitations which would prevent me from performing these functions, with or without accommodation, and that it is my responsibility to inform my supervisor at any time that I am unable to perform these functions.

EMPLOYEE'S PRINTED NAME: _____

EMPLOYEE _____
(Signature)

DATE: _____

SUPERVISOR: _____
(Signature)

DATE: _____

**JOB DESCRIPTION
FOR
Food Service Worker/Counter Associate**

REPORTS TO: Food Service Director

EMPLOYED BY: SEA No. 4, Inc.

QUALIFICATIONS:

1. High school diploma.
2. Prior food service experience.
3. References.

NATURE OF POSITION:

Perform a variety of duties relating to Cafeteria-Style service including greeting and serving the customer, food preparation, stocking counters and steam tables, maintaining sanitation standards. Responsible customer service is a major function of the position.

RESPONSIBILITIES OF POSITION:

The Food Service Worker/Counter Associate is responsible for:

1. Maintaining proper food handling and safety standards while preparing foods, serving foods and cleaning up.
2. Setting up for lunch.
3. Stocking counters, display refrigerators and steam tables neatly, accurately and in a timely manner per the established menu.
4. Displaying foods under appropriate hot or cold per standards.
5. Maintaining accurate portion control.
6. Keeping equipment clean and free of debris during meal service.
7. Serving lunch quickly, neatly and attractively.
8. Greeting customers courteously.
9. Maintaining a professional appearance at all times in accordance with Academy standards.
10. Other duties as assigned by Food Service Director.

PHYSICAL AND ENVIRONMENTAL REQUIREMENTS:

Position requires frequent standing and walking throughout building and school grounds. Ability to stoop, crouch, kneel and bend occasionally. Occasionally lifts and carries materials or items weighing up to 20 pounds. Ability to use senses - sight, hearing, smell and touch. Ability to type; uses hand/eye coordination for typing and data entry.

OTHER REQUIREMENTS:

Satisfactory criminal background check.

PERFORMANCE STANDARDS:

A Food Service Worker will:

1. Establish and maintain work performance standards in line with those standards established by Academy.

2. Greet customers in a friendly, courteous and respectful manner.
3. Demonstrate the willingness and ability to work with people in a team environment.
4. Maintain positive, cooperative and mutually supportive relationships with the Academy Administration, Teachers, students and co-workers.

EMPLOYEE ACKNOWLEDGMENT:

This job description has been reviewed with me, and I have received a copy.

I understand that the above are job requirements and, at this time, I know of no limitations which would prevent me from performing these functions, with or without accommodation, and that it is my responsibility to inform my supervisor at any time that I am unable to perform these functions.

EMPLOYEE'S PRINTED NAME: _____

EMPLOYEE _____
(Signature)

DATE: _____

SUPERVISOR: _____
(Signature)

DATE: _____

**JOB DESCRIPTION
FOR
Latchkey Director**

REPORTS TO: CAO

EMPLOYED BY: SEA No. 4, Inc.

QUALIFICATIONS:

1. Two years prior experience.
2. Ability to communicate effectively both orally and in writing.

NATURE OF POSITION:

To direct the implementation and coordination of latchkey program achieving excellence requires that the Latchkey Director work collaboratively and communicate effectively with teachers, students, parents and co-workers. Additional responsibilities are required.

RESPONSIBILITIES OF POSITION:

A Latchkey Director is responsible for:

1. Management and supervision of the Latchkey Program.
2. Assist in the management and supervision of students during their grade's entire latchkey periods.
3. Support of Latchkey program by managing Latchkey support staff, ensuring accurate attendance records.
4. Other professional duties as assigned by administration.

PHYSICAL AND ENVIRONMENTAL REQUIREMENTS:

Position requires frequent standing and walking throughout building and school grounds. Ability to stoop, crouch, kneel and bend occasionally. Occasionally lifts and carries materials or items weighing up to 20 pounds. Ability to use senses - sight, hearing, smell and touch. Ability to type; uses hand/eye coordination for typing and data entry.

OTHER REQUIREMENTS:

Satisfactory criminal background check.

PERFORMANCE STANDARDS:

A Latchkey Director will:

1. Be interested in the work of the school, strongly committed to moral values. Be dedicated to providing an excellent early educational foundation for children that will enable them to be motivated and excited learners.
2. Establish and maintain work performance standards in line with those standards established by Academy.
3. Communicate effectively with teachers, students, and parents regarding information, policies and procedures.
4. Demonstrate the willingness and ability to work with people in a team environment.
5. Assure confidentiality of all student and school privileged information.

6. Maintain positive, cooperative and mutually supportive relationships with the Board of Directors, Charter Authorizer, teachers, students, parents, and co-workers.

EMPLOYEE ACKNOWLEDGMENT:

This job description has been reviewed with me, and I have received a copy.

I understand that the above are job requirements and, at this time, I know of no limitations which would prevent me from performing these functions, with or without accommodation, and that it is my responsibility to inform my supervisor at any time that I am unable to perform these functions.

EMPLOYEE'S PRINTED NAME: _____

EMPLOYEE _____
(Signature)

DATE: _____

SUPERVISOR: _____
(Signature)

DATE: _____

**JOB DESCRIPTION
FOR
Maintenance Director**

REPORTS TO: CAO

EMPLOYED BY: SEA No. 4, Inc.

QUALIFICATIONS:

1. High school diploma.
2. Minimum 5 years experience in building maintenance.
3. Must be skilled in electrical, heating/cooling, repair.
4. Knowledgeable in OSHA safety standards.

NATURE OF POSITION:

Perform routine cleaning and semi-skilled repair and maintenance tasks in order to maintain a safe and healthy environment conducive to the learning process for students and staff. Maintains and operates building environmental systems. Regularly inspects building for safety and health operating conditions. Provide IMMEDIATE notification of any risk to students and/or staff.

RESPONSIBILITIES OF POSITION:

The Maintenance director is responsible for:

1. Inspect school facility for safe operating conditions daily.
2. Notify School Principal or Principal designee no later than 5:45am of any building condition that would affect the safe operation of the school for students and staff.
3. Vacuum carpets, sweep, mop, wash, dust and perform other cleaning duties.
4. Empty trash containers and assures all waste is disposed of properly.
5. Monitor cafeteria during scheduled lunch periods and after school programs for the purpose of removing trash and cleaning any spills in the cafeteria.
6. Replace light bulbs, towels, soap and other supplies.
7. Operate floor polishing equipment.
8. Make minor repairs to furniture, plumbing and electrical fixtures.
9. Perform minor repairs to keep heating system in operating condition and appropriate temperature control for each room.
10. Ensure building heating system is properly working for the start of each school day and throughout the day.
11. Check heating/cooling operation during the school day and as appropriate during extended school recesses to ensure building does not freeze or overheat.
12. On call during unscheduled work periods to handle building and boiler maintenance/operation problems.
13. Conduct daily inventory of supplies and paper products on site; initiate re-order for supplies with sufficient lead time to allow for delivery before on-site inventory is depleted.
14. Check each restroom in the facility in the morning and afternoon for neatness and tidiness.
15. Ensure each restroom is appropriately equipped with paper towels and toilet paper and that each soap dispenser is filled.
16. Perform general light ground maintenance such as cut grass, rake leaves, and sweep walks around building entrances to keep them free of debris, snow and ice.

17. Make regular checks in stairways and halls inside building for spills, trash or debris that could create unsafe conditions for students and staff.
18. Identify and report to the CAO, Principal or their designee any condition in the building or school grounds that could create a safety hazard for students, staff or visitors.
19. Correct all unsafe conditions in the building or school grounds immediately as soon as aware of condition.
20. Other duties as assigned by the CAO, Principal or their designee

PHYSICAL AND ENVIRONMENTAL REQUIREMENTS:

Position requires frequent standing and walking throughout building and school grounds. Ability to stoop, crouch, kneel and bend occasionally. Occasionally lifts and carries materials or items weighing up to 20 pounds. Ability to use senses - sight, hearing, smell and touch. Ability to type; uses hand/eye coordination for typing and data entry.

OTHER REQUIREMENTS:

Satisfactory criminal background check.

PERFORMANCE STANDARDS:

The Maintenance director will:

1. Establish and maintain work performance standards in line with those standards established by Academy.
2. Diligently pursue the task of keeping the building and school grounds safe and free of hazards.
3. Be interested in the work of the school, strongly committed to moral values.
4. Be dedicated to providing an excellent early educational foundation for children.
5. Demonstrate the willingness and ability to work with people in a team environment.
6. Maintain positive, cooperative and mutually supportive relationships with the Academy Administration, Teachers, students and co-workers.

EMPLOYEE ACKNOWLEDGMENT:

This job description has been reviewed with me, and I have received a copy.

I understand that the above are job requirements and, at this time, I know of no limitations which would prevent me from performing these functions, with or without accommodation, and that it is my responsibility to inform my supervisor at any time that I am unable to perform these functions.

EMPLOYEE'S PRINTED NAME: _____

EMPLOYEE _____
(Signature)

DATE: _____

SUPERVISOR: _____
(Signature)

DATE: _____

JOB DESCRIPTION FOR Maintenance

REPORTS TO: CAO

EMPLOYED BY: SEA No. 4, Inc.

QUALIFICATIONS:

1. **SKILLS** are required to perform multiple, non-technical tasks with a need to periodically upgrade skills in order to meet changing job conditions. Specific skills required to satisfactorily perform the functions of the job include: using custodial supplies.
2. **KNOWLEDGE** is required to perform basic math; read and follow instructions; and understand multi-step written and oral instructions. Specific knowledge required to satisfactorily perform the functions of the job includes: knowledge of custodial supplies; knowledge of cleaning methods and techniques.
3. **ABILITY** is required to schedule activities; gather and/or collate data; and consider a variety of factors when using equipment. Flexibility is required to work with others in a variety of circumstances; work with data utilizing defined but different processes; and operate equipment using a variety of standardized methods. Ability is also required to work with a wide diversity of individuals; work with a variety of data; and utilize a variety of job-related equipment. In working with others, some problem solving may be required to identify issues and select action plans. Problem solving with data may require independent interpretation; and problem solving with equipment is moderate. Specific abilities required to satisfactorily perform the functions of the job include: being willing to work; being organized.
4. Working under limited supervision following standardized practices and/or methods.
5. Providing information and/or advising others.
6. Operating within a defined budget.
7. Utilization of some resources from other work units may be required to perform the job's functions.
8. There is a continual opportunity to have some impact on the organization's services.

NATURE OF THE POSITION:

Under the supervision of the Maintenance Director, responsible for maintaining an attractive, sanitary, safe facility for students, staff, and the public. Providing equipment and furniture arrangements for meetings, classroom activities, and events. Minimizing property damage, loss, and liability exposure to the school district.

RESPONSIBILITIES OF THE POSITION:

1. Arranges furnishings and equipment for the purpose of providing adequate preparation for meetings, classroom activities, and events.
2. Attends in-service training (e.g., instruction on blood-borne pathogens, cleaning solvents, floor care, first aid, etc.) for the purpose of receiving information on new and/or improved procedures.
3. Cleans assigned school district facilities (e.g., classrooms, offices, gyms, restrooms, multipurpose rooms, pools, grounds, etc.) for the purpose of maintaining a sanitary, safe, attractive environment.
4. Daily attendance and punctuality are required for the purpose of ensuring the goals of the work unit can be met.

5. Delivers various items (e.g., supplies, mail, packages, furniture, etc.) for the purpose of distributing materials to the appropriate parties.
6. Helps respond to immediate safety and/or operational concerns (e.g., facility damage, alarms, etc.) for the purpose of taking appropriate action to resolve immediate safety issues and maintaining a functioning physical and educational environment.
7. Inspects school district facilities for the purpose of ensuring site is suitable for safe operations and maintained in an attractive and clean condition, and identifying any repairs that may be necessary due to vandalism, equipment breakage, weather conditions, etc.
8. Lifts up to 50 pounds unassisted for the purpose of lifting equipment necessary to complete assigned tasks.
9. Performs work at heights of up to 12 feet using ladders and/or scaffolding for the purpose of cleaning, changing light bulbs, replacing ceiling tiles, etc.
10. Prepares school district facilities for daily operations (e.g., opening gates and building access doors, disarming security systems, raising flags, placing crosswalk signs, performing minor repairs, etc.) for the purpose of ensuring school district facilities are operational and safe.
11. Secures school district facilities and grounds for the purpose of minimizing property damage, equipment loss, and potential liability to the school district.
12. Services job-related machinery/equipment (e.g., adjusting, cleaning, and oiling vacuum cleaners, scrubbers, buffers, etc.) for the purpose of maintaining equipment in good working condition. Also changes brushes, pads, rollers, etc. on equipment.
13. Performs other related duties, as assigned.

PHYSICAL AND ENVIRONMENTAL REQUIREMENTS:

This position requires extensive standing and walking throughout work shift. Ability to stoop, crouch, kneel and bend occasionally. Occasionally lifts and carries items weighing up to 50 pounds. Ability to use senses - sight, hearing, smell and touch. More specifically, the usual and customary methods of performing the job's functions require the following physical demands: significant lifting, carrying, pushing, and/or pulling; some climbing and balancing; significant stooping, kneeling, crouching, and/or crawling; and significant fine finger dexterity. Generally the job requires 5% sitting, 50% walking, and 45% standing. The job is performed under some temperature extremes and under some hazardous conditions.

OTHER REQUIREMENTS:

Satisfactory criminal background check.

PERFORMANCE STANDARDS:

1. Maintain interest in the work of the school, strongly committed to moral values.
2. Be dedicated to providing an excellent early educational foundation for children.
3. Demonstrate the willingness and ability to work with people in a team environment.
4. Maintain ongoing communication with supervisor, staff and administrators related to job duties.
5. Maintain positive, cooperative and mutually supportive relationships with the school's administration, Teachers, students and co-workers.
6. Implement school's safety and security practices.
7. Ability to communicate effectively both orally and in writing with staff and the public.
8. Understand and follow standard operating procedures to perform duties in a professional manner.
9. Ability to write legibly and neat to complete reports such as incident reports or security logs.
10. Make proper judgment and decisions in situations; take appropriate action within established policies and procedures.
11. Maintain flexibility in work hours/schedule based upon the school's operational needs.
12. Participate in required job related training.

EMPLOYEE ACKNOWLEDGMENT:

This job description has been reviewed with me, and I have received a copy.

I understand that the above are job requirements and, at this time, I know of no limitations which would prevent me from performing these functions, with or without accommodation, and that it is my responsibility to inform my supervisor at any time that I am unable to perform these functions.

EMPLOYEE'S PRINTED NAME: _____

EMPLOYEE: _____
(Signature)

DATE: _____

SUPERVISOR: _____
(Signature)

DATE: _____

**JOB DESCRIPTION
FOR
Paraprofessional (Teacher Assistant)**

REPORTS TO: CAO

EMPLOYED BY: SEA No. 4, Inc.

QUALIFICATIONS:

1. Minimum 60 credit hours in Educational Studies.
2. Two years prior experience.
3. Ability to communicate effectively both orally and in writing.

NATURE OF POSITION:

To assist in the implementation and coordination of instructional programs to ensure that all students meet and exceed the State Core Curriculum Content Standards. Achieving excellence requires that Teacher Assistants work collaboratively and communicate effectively with teachers, students, parents and co-workers. Additional Lunchroom/Recess and Latchkey responsibilities are required.

RESPONSIBILITIES OF POSITION:

A Teacher Assistant is responsible for:

1. Attendance at Teacher Assistant Meeting and Grade Team Meetings.
2. Assist and support the classroom as assigned by grade level teams.
3. Assist in the management and supervision of students during their grade's entire lunchroom/recess periods.
4. Support of Latchkey program by managing latchkey students, taking accurate attendance, and returning students to Latchkey Coordinator.
5. Other professional duties as assigned by administration.

PHYSICAL AND ENVIRONMENTAL REQUIREMENTS:

Position requires frequent standing and walking throughout building and school grounds. Ability to stoop, crouch, kneel and bend occasionally. Occasionally lifts and carries materials or items weighing up to 20 pounds. Ability to use senses - sight, hearing, smell and touch. Ability to type; uses hand/eye coordination for typing and data entry.

OTHER REQUIREMENTS:

Satisfactory criminal background check.

PERFORMANCE STANDARDS:

A Teacher Assistant will:

1. Be interested in the work of the school, strongly committed to moral values. Be dedicated to providing an excellent early educational foundation for children that will enable them to be motivated and excited learners.
2. Establish and maintain work performance standards in line with those standards established by Academy.

3. Communicate effectively with teachers, students, and parents regarding information, policies and procedures.
4. Demonstrate the willingness and ability to work with people in a team environment.
5. Assure confidentiality of all student and school privileged information.
6. Maintain positive, cooperative and mutually supportive relationships with the Board of Directors, Charter Authorizer, teachers, students, parents, and co-workers.

EMPLOYEE ACKNOWLEDGMENT:

This job description has been reviewed with me, and I have received a copy.

I understand that the above are job requirements and, at this time, I know of no limitations which would prevent me from performing these functions, with or without accommodation, and that it is my responsibility to inform my supervisor at any time that I am unable to perform these functions.

EMPLOYEE'S PRINTED NAME: _____

EMPLOYEE _____
(Signature)

DATE: _____

SUPERVISOR: _____
(Signature)

DATE: _____

**JOB DESCRIPTION
FOR
Pre-K Caregiver**

REPORTS TO: CAO

EMPLOYED BY: SEA No. 4, Inc.

QUALIFICATIONS:

1. Meets the LARA, Child Care Licensing Division requirements as a "caregiver".
2. Two years prior experience.
3. Ability to communicate effectively both orally and in writing.

NATURE OF POSITION:

To assist the Pre-K Director and Pre-K Teachers to ensure that all students meet and exceed the GSRP Standards. Achieving excellence requires that caregivers work collaboratively and communicate effectively with teachers, students, parents and co-workers.

RESPONSIBILITIES OF POSITION:

A Pre-K Caregiver is responsible for:

1. Attendance at meetings.
2. Assist and support the classroom as assigned by grade level teams.
3. Assist in the management and supervision of students during their grade's entire lunchroom/recess periods.
4. Other professional duties as assigned by administration.

PHYSICAL AND ENVIRONMENTAL REQUIREMENTS:

Position requires frequent standing and walking throughout building and school grounds. Ability to stoop, crouch, kneel and bend occasionally. Occasionally lifts and carries materials or items weighing up to 20 pounds. Ability to use senses - sight, hearing, smell and touch. Ability to type; uses hand/eye coordination for typing and data entry.

OTHER REQUIREMENTS:

Satisfactory criminal background check.

PERFORMANCE STANDARDS:

A Pre-K Caregiver will:

1. Be interested in the work of the school, strongly committed to moral values. Be dedicated to providing an excellent early educational foundation for children that will enable them to be motivated and excited learners.
2. Establish and maintain work performance standards in line with those standards established by Academy.
3. Communicate effectively with teachers, students, and parents regarding information, policies and procedures.
4. Demonstrate the willingness and ability to work with people in a team environment.
5. Assure confidentiality of all student and school privileged information.

6. Maintain positive, cooperative and mutually supportive relationships with the Board of Directors, Charter Authorizer, teachers, students, parents, and co-workers.

EMPLOYEE ACKNOWLEDGMENT:

This job description has been reviewed with me, and I have received a copy.

I understand that the above are job requirements and, at this time, I know of no limitations which would prevent me from performing these functions, with or without accommodation, and that it is my responsibility to inform my supervisor at any time that I am unable to perform these functions.

EMPLOYEE'S PRINTED NAME: _____

EMPLOYEE _____
(Signature)

DATE: _____

SUPERVISOR: _____
(Signature)

DATE: _____

**JOB DESCRIPTION
FOR
Pre-K Director and Lead Teacher**

REPORTS TO: CAO

EMPLOYED BY: SEA No. 4, Inc.

QUALIFICATIONS:

1. Minimum Bachelor Degree
2. Valid Michigan Teachers Certificate and must meet the GSRP CDA requirements.
3. Ability to teach and develop curriculum for assigned grade.
4. Possess applicable endorsements as required by MDE.
5. Maintain highly qualified status as required by NCLB Act.

NATURE OF POSITION:

Serve as an example of excellence and leadership to the teaching team, working with Teachers and administration. Demonstrate leadership and organizational skills and the ability to motivate others, knowledge and understanding of curriculum development and program evaluation, child growth and development, effective instructional strategies, classroom management, and learning assessment.

RESPONSIBILITIES OF THE POSITION:

The Pre-K Director and Lead Teacher will:

1. Coordinate and full-fill GSRP planning and reporting requirements.
2. Promote high standards and expectations for students and staff.
3. Provide leadership to the team.
4. Create a climate conducive to teaching and learning.
5. Establish good relations with team and administration.
6. Assist in professional growth of team.
7. Maintain professional work habits.

PHYSICAL AND ENVIRONMENTAL REQUIREMENTS:

Position requires frequent standing and walking throughout building and school grounds. Ability to stoop, crouch, kneel and bend occasionally. Occasionally lifts and carries materials or items weighing up to 20 pounds. Ability to use senses - sight, hearing, smell and touch. Ability to type; uses hand/eye coordination for typing and data entry.

OTHER REQUIREMENTS:

Satisfactory criminal background check.

EMPLOYEE ACKNOWLEDGMENT:

This job description has been reviewed with me, and I have received a copy.

I understand that the above are job requirements and, at this time, I know of no limitations which would prevent me from performing these functions, with or without accommodation, and that it is my responsibility to inform my supervisor at any time that I am unable to perform these functions.

EMPLOYEE'S PRINTED NAME: _____

EMPLOYEE _____
(Signature)

DATE: _____

SUPERVISOR: _____
(Signature)

DATE: _____

**JOB DESCRIPTION
FOR
School Principal/School Lead**

REPORTS TO: CAO

EMPLOYED BY: SEA No. 4, Inc.

QUALIFICATIONS:

1. Masters Degree in Education.
2. Valid Michigan Teaching Certificate.
3. Minimum five successful years in Public Schools.
4. Minimum four successful years in school administration.
5. Must meet continuing education requirements prescribed by rule promulgated by the State of Michigan.

NATURE OF THE POSITION:

Serves as the educational leader of the School, responsible for implementing and managing the policies, regulations and procedures of the Board of Directors (Board) and CAO to ensure that all students are supervised in a safe learning environment and provided instruction that meets and exceeds the State Core Curriculum Content Standards, following the approved curricula and directives of the School. Achieving academic excellence requires that the School Principal work collaboratively to lead and nurture all members of the school staff and to communicate effectively with parents, members of the community and colleagues in other districts and schools. Inherent in the position are the responsibilities for planning curriculum development, program evaluation, extracurricular activities, personnel management, financial management, emergency procedures, resource scheduling and facilities operations.

RESPONSIBILITIES OF POSITION:

The School Principal shall demonstrate excellence in working with students and their families. Demonstrate excellent leadership and organizational skills and the ability to motivate others. Knowledge and understanding of curriculum development and program evaluation; child growth and development; effective instructional strategies; classroom management; learning assessment and diagnosis; and research related to learning. The School Principal shall also demonstrate the ability to use computers for word processing, data management, and telecommunications.

The School Principal is responsible for:

1. Promoting high standards and expectations for students and staff.
2. Organizing, managing, evaluating and supervising the operations of the School.
3. Providing leadership to the staff.
4. Creating a climate conducive to teaching and learning.
5. Implementing a system to monitor student progress.
6. Implementing a school improvement process.
7. Establishing good public and employee relations.
8. Evaluating supervised personnel.
9. Maintaining professional work habits.

PHYSICAL AND ENVIRONMENTAL REQUIREMENTS:

Position requires frequent standing and walking throughout building and school grounds. Ability to stoop, crouch, kneel and bend occasionally. Occasionally lifts and carries materials or items weighing up to 20 pounds. Ability to use senses - sight, hearing, smell and touch. Ability to type; uses hand/eye coordination for typing and data entry.

OTHER REQUIREMENTS:

Satisfactory criminal background check.

PERFORMANCE STANDARDS:

The School Principal will:

1. Organize, manage, evaluate and supervise effective and clear procedures for the operation and functioning of the entire school consistent with the philosophy, mission, values and goals of the School and district, including instructional programs in the Core Curriculum Content Standards, extracurricular activities, discipline systems to ensure a safe and orderly climate, financial management, facilities maintenance, program evaluation, personnel management, office operations, emergency procedures and community relations.
2. Ensure compliance with all laws, administrative codes, Board policies and regulations.
3. Provide leadership to the staff to establish programs and activities that would yield student enrichment, rewards and self-esteem enhancement.
4. Supervise the purchasing and distribution of instructional equipment and supplies as well as the work of the office staff and other non-instructional staff as assigned.
5. Maintain student discipline through utilization of the School discipline policy. Create an atmosphere conducive to good staff morale.
6. Encourage counseling service for students experiencing difficulties to ensure that all students receive the best education possible.
7. Periodically check teachers' lesson plans, grade books and/or grade distribution sheets to assure compliance with the standards of the School.
8. Involve teachers in the development of new instructional programs and implement standards for educational quality within the school curriculum.
9. Communicate effectively with the community regarding instructional programs and activities and with the staff regarding information, policies and procedures.
10. Adhere to all aspects of the Academy evaluation policy and submit recommendations to the Chief Administrative Officer regarding personnel.
11. Demonstrate the willingness and ability to work with people in a team environment.
12. Assure confidentiality of all student and school privileged information.
13. Maintain positive, cooperative and mutually supportive relationships with the Board, Charter Authorizer, parents and representatives of resource agencies within the community.

EMPLOYEE ACKNOWLEDGMENT:

This job description has been reviewed with me, and I have received a copy.

I understand that the above are job requirements and, at this time, I know of no limitations which would prevent me from performing these functions, with or without accommodation, and that it is my responsibility to inform my supervisor at any time that I am unable to perform these functions.

EMPLOYEE'S PRINTED NAME: _____

EMPLOYEE _____
(Signature)

DATE: _____

SUPERVISOR: _____
(Signature)

DATE: _____

JOB DESCRIPTION FOR Security Attendant

REPORTS TO: Chief of Security

EMPLOYED BY: SEA No. 4, Inc.

QUALIFICATIONS:

1. High school diploma or equivalent.
2. Knowledge of Security/Law Enforcement procedures preferred.
3. Successful completion of safety/security training or coursework preferred.
4. Working knowledge of, and ability to enforce security operations and safety practices within a school environment.

NATURE OF THE POSITION:

Duties include patrolling and observing the activities of persons in and around school premises and grounds.

RESPONSIBILITIES OF POSITION:

1. Frequently patrols school premises and grounds to prevent and detect signs of intrusion and ensure security of doors, windows, and gates.
2. Make assessments of situations, warn persons of rule infractions or violations when necessary; seek assistance and take appropriate action to resolve situations.
3. Monitor and authorize entrance and departure of students, employees, visitors, and other persons to guard against theft and maintain security of premises.
4. Write reports of daily activities and irregularities, such as equipment or property damage, theft, presence of unauthorized persons, or unusual occurrences.
5. Call police, fire and emergency department personnel in cases of disturbance or emergency.
6. Circulate amongst visitors, students, and employees to preserve order and protect property.
7. Answer alarms and investigates disturbances as directed.
8. Escort staff, visitors and students to parking lot areas as requested.
9. Other related duties as assigned.

PHYSICAL AND ENVIRONMENTAL REQUIREMENTS:

This position requires extensive standing and walking throughout work shift. Ability to stoop, crouch, kneel and bend occasionally. Occasionally lifts and carries items weighing up to 50 pounds. Ability to use senses - sight, hearing, smell and touch.

OTHER REQUIREMENTS:

1. Satisfactory criminal background check.
2. Uses personal vehicle during course of work shift to patrol the school grounds and parking areas.
3. Must possess a valid Michigan driver's license and good driving record.

PERFORMANCE STANDARDS:

1. Maintain interest in the work of the school, strongly committed to moral values.
2. Be dedicated to providing an excellent early educational foundation for children.
3. Demonstrate the willingness and ability to work with people in a team environment.
4. Maintains ongoing communication with supervisor, staff and administrators related to job duties.

5. Maintain positive, cooperative and mutually supportive relationships with the school's administration, Teachers, students and co-workers.
6. Implement school's safety and security practices.
7. Ability to communicate effectively both orally and in writing with staff and the public.
8. Understands and follows standard operating procedures to perform duties in a professional manner.
9. Ability to write legibly and neat to complete reports such as incident reports or security logs.
10. Makes proper judgment and decisions in situations; takes appropriate action within established policies and procedures.
11. Maintains flexibility in work hours/schedule based upon the school's operational needs.
12. Participates in required job related training.

EMPLOYEE ACKNOWLEDGMENT:

This job description has been reviewed with me, and I have received a copy.

I understand that the above are job requirements and, at this time, I know of no limitations which would prevent me from performing these functions, with or without accommodation, and that it is my responsibility to inform my supervisor at any time that I am unable to perform these functions.

EMPLOYEE'S PRINTED NAME: _____

EMPLOYEE: _____
(Signature)

DATE: _____

SUPERVISOR: _____
(Signature)

DATE: _____

JOB DESCRIPTION FOR School Social Worker

REPORTS TO: CAO

EMPLOYED BY: SEA No. 4, Inc.

QUALIFICATIONS:

1. Master's Degree in Social Work.
2. Michigan Full Approval as School Social Worker.
3. Minimum three years' successful social work experience.
4. Current knowledge of best practices.
5. Prior Special Education experience.

NATURE OF POSITION:

The principle tasks of the School Social Worker are to help students and families make the best use of available opportunities and resources and to fully develop each student's individual potential. The School Social Worker brings to the educational process an understanding of the psychosocial development of children and the influences of family, community, and cultural differences as they interact with the educational process.

Further, the School Social Worker provides the necessary professional skills to assist students and communities in problem solving and conflict resolution in a safe and healthy manner. School Social Work is founded on the following premises:

1. Definite and identifiable reasons exist why some students are not successful in school and exhibit undesirable behavior (including at-risk factors, dropping out and truancy).
2. It is critical to assist families in alleviating adverse conditions in order to promote resiliency and academic success for at risk students.
3. It is important to assist parents in utilizing school and community resources to help children maximize their educational abilities.
4. Parental involvement with the school is essential to create positive academic and social outcomes for students.
5. It is essential that school staff listens to and respects the feelings and sensitivities of students and parents of all cultural and ethnic backgrounds.
6. Education becomes a successful experience for students who are helped to overcome the social and emotional problems interfering with adjustment and achievement in school.
7. Special education and related services must be provided for students with physical, mental, social, emotional, or other educational disabilities.
8. Social justice and equal opportunity for all students and families will increase educational attainment and enhance the educational experience for everyone.

RESPONSIBILITIES OF POSITION:

The School Social Worker is responsible for:

Direct Services with students – the School Social Worker employs appropriate social work methods in situations affecting the student's educational process.

1. Conducting assessments of student needs
2. Promoting regular school attendance.
3. Conducting home visits.
4. Promoting safe, caring, and drug free schools.
5. Empowerment of/advocacy for students.
6. Providing culturally competent services.
7. Providing appropriate services for homeless students.
8. Providing individual counseling.
9. Facilitating group counseling.
10. Self-esteem, anger management, impulse control, social skills training, and substance abuse prevention.
11. Providing crisis intervention services.
12. Completing social developmental case studies.
13. Participating in the evaluation of special education placements.
14. Participating in the development of behavioral modification plans, Functional Behavioral Assessments (FBA), and Supportive Intervention Plans (SIP).
15. Providing short/long-term case management services to individual students.
16. Referrals to community agencies.
17. Coordination of services with community agencies.
18. Coordination of services with other disciplines within the school.
19. Participating in transition planning for students.
20. Coordinating pregnancy prevention programs.
21. Coordinating drop out prevention programs.
22. Reporting suspected child abuse/neglect.

Direct Services with Families/Communities – the School Social Worker employs appropriate social work methods to assure students' positive academic and social outcomes.

1. Promoting parental involvement in school and at conferences.
2. Promoting parental responsibility for regular school attendance.
3. Conducting home visits & family needs assessments.
4. Promoting safe, caring, and drug free schools.
5. Empowerment of/advocacy for families.
6. Providing culturally competent services.
7. Providing appropriate services/referrals for homeless families.
8. Providing crisis intervention services.
9. Referring to community agencies.
10. Facilitating parent groups & parenting skills workshops.
11. Substance abuse awareness.
12. Special needs children.
13. Child abuse prevention.
14. Appropriate discipline.
15. Assisting families with the interpretation of school policies and procedures.
16. School community.
17. Collaborating with community agencies.
18. Collaborating with support personnel within the school.
19. Participating in case conferences with other school specialists.
20. Participating in the identification and resolution of school-wide/community needs.
21. Interpreting the School Social Work role to the community.
22. Serving as a liaison between the school/family/community.
23. Participating in referrals and case management of students/families involved in the court system.

24. Serving on school-based committee meetings.
25. Serving on community interagency teams and other task force teams relevant to School Social Work (Child Fatality Team, Child Protection Team, and Governor's One-on-One Board).
26. Serving on the school Crisis Team to promote a safe school environment.
27. Promoting a safe, caring, and drug free school environment.

Program Planning and Evaluation – the School Social Worker facilitates, participates in, and provides input for system wide, school based, and departmental program planning, evaluation, and development of policies. All program planning and evaluation activities are done in accordance with state and federal laws, regulations and school board policies.

1. Conducting individual and/or system-wide surveys to assess the school and/or community needs.
2. Implementing appropriate programs, groups and initiatives to target at-risk populations (according to the assessment).
3. Planning individual school and/or system-wide programs to promote a positive and caring school climate.
4. Collaborating with community agencies to coordinate services within the school system.

Advocacy – the School Social Worker operates as an advocate with all community populations utilizing skills that respect issues of cultural and ethnic diversity and equity for every student and family.

1. Facilitating the implementation of federal and state education regulations.
2. Addressing child abuse and neglect, due process, and liability issues.
3. Advocating for school environments to operate in the best interests of children.
4. Encouraging parents to be actively involved in their children's educational experiences.
5. Adhering to the National Association of Social Workers code of ethical behavior and professional practice (see attachment).

Consultation and Education – the School Social Worker provides specialized consultative services to school staff, community agencies and other professionals. Services are designed to assist families, students, and educational professionals in providing quality interventions, which allow students to reach their highest educational, developmental and social potential.

1. Preventive interventions and classroom management.
2. Child abuse and neglect.
3. Mental health and emotional impairments.
4. Maintenance of caring, safe and drug-free learning environments.
5. Identification of barriers to educational achievement.

Professional Practice, Development and Management – the School Social Worker shows evidence of professional growth, development and management and adheres to a professional code of ethics.

Professional Practice

1. Adhering to the values and ethics of the social work profession and use the NASW Standards for School Social Work Services and Code of Ethics as guides in decision-making.
2. Modeling professional behaviors that contribute to addressing the needs of students, families, and the school community.
3. When necessary and appropriate, actively seeking the supervision of a school social work supervisor or another School Social Work professional.

4. Keeping abreast of current community resources and determining how these resources may be beneficial to the student, her/his family, and the family's involvement in the academic process.
5. Understanding, and practicing in accordance with, federal, state, and local laws, statutes, and/or policies that relate to students and families; such as, child protection/child abuse, special education, attendance, education rights and privacy.
6. Consulting with school personnel to encourage compliance with laws, statutes, and policies.

Professional Development

1. Assuming responsibility for her/his own continued professional development.
2. With support from the LEA, maintaining professional materials for professional growth and development; including periodicals, books, and software.
3. Practicing professional renewal through a variety of means; such as, attending regional and national conferences, participating in professional organizations, and remaining abreast of current research and literature.
4. Expanding and exchanging knowledge through consultation with coordinators, specialists, psychologists, counselors, and other colleagues.
5. Contributing to the development of the profession by supervising social work interns.
6. Developing and maintaining skills that increase the social worker's initiative and effectiveness in working in school settings.

Professional Management

1. Managing time based on school social worker/student ratios; advocate for worker/student ratios consistent with those developed by the National Council of State Consultants for School Social Work Services.
2. Maintaining accurate and appropriate case records and documentation.
3. Maintaining a statistical, demographic breakdown of current caseload.

PHYSICAL AND ENVIRONMENTAL REQUIREMENTS:

Position requires frequent standing and walking throughout building and school grounds. Ability to stoop, crouch, kneel and bend occasionally. Occasionally lifts and carries materials or items weighing up to 20 pounds. Ability to use senses - sight, hearing, smell and touch. Ability to type; uses hand/eye coordination for typing and data entry.

OTHER REQUIREMENTS:

Satisfactory criminal background check.

PERFORMANCE STANDARDS:

The School Social Worker will:

1. Be interested in the work of the school, strongly committed to moral values.
2. Be dedicated to providing an excellent early educational foundation for children that will enable them to be motivated and excited learners.
3. Establish and maintain work performance standards in line with those standards established by Academy.
4. Communicate effectively with the students and parents regarding information, policies and procedures. Demonstrate the willingness and ability to work with people in a team environment.
5. Assure confidentiality of all students and school privileged information.
6. Maintain positive, cooperative and mutually supportive relationships with the Board, Charter Authorizer, students, parents, fellow teachers, co-workers and the community.

EMPLOYEE ACKNOWLEDGMENT:

This job description has been reviewed with me, and I have received a copy.

I understand that the above are job requirements and, at this time, I know of no limitations which would prevent me from performing these functions, with or without accommodation, and that it is my responsibility to inform my supervisor at any time that I am unable to perform these functions.

EMPLOYEE'S PRINTED NAME: _____

EMPLOYEE _____
(Signature)

DATE: _____

SUPERVISOR: _____
(Signature)

DATE: _____

**JOB DESCRIPTION
FOR
Special Education Teacher**

REPORTS TO: CAO

EMPLOYED BY: SEA No. 4, Inc.

QUALIFICATIONS:

1. Minimum Bachelor Degree.
2. Michigan State Teacher Certification in Special Education.
3. Minimum 3 years successful teaching experience.
4. Current knowledge of best practices.
5. Prior Special Education experience.

NATURE OF POSITION:

Implementation and coordination of instructional programs to ensure that all students meet and exceed the State Core Curriculum Content Standards. Achieving excellence requires that Teachers work collaboratively and communicate effectively with students, parents, members of the community and colleagues in other districts and schools. Inherent in the position are the responsibilities for planning, coordination and monitoring the effective delivery of the established curriculum to students.

RESPONSIBILITIES OF POSITION:

The Special Education Teacher is responsible for:

1. Designing and modifying instruction to meet each student's special needs.
2. Working with students who have other special instructional needs, including those who are gifted and talented.
3. Designing curriculum, assigning work geared to each student's disability, and grading papers and homework assignments.
4. Utilizing various teaching techniques, depending on nature of disability, to promote learning.
5. Attending staff meetings and serving on staff committees as required.
6. Other professional duties as assigned by the School Principal.

PHYSICAL AND ENVIRONMENTAL REQUIREMENTS:

Position requires frequent standing and walking throughout building and school grounds. Ability to stoop, crouch, kneel and bend occasionally. Occasionally lifts and carries materials or items weighing up to 20 pounds. Ability to use senses - sight, hearing, smell and touch. Ability to type; uses hand/eye coordination for typing and data entry.

OTHER REQUIREMENTS:

Satisfactory criminal background check.

PERFORMANCE STANDARDS:

The Special Educational Teacher will:

1. Be interested in the work of the school, strongly committed to moral values.
2. Be dedicated to providing an excellent early educational foundation for children that will enable them to be motivated and excited learners.
3. Establish and maintain work performance standards in line with those standards established by the Academy.
4. Communicate effectively with the students and parents regarding information, policies and procedures.
5. Demonstrate the willingness and ability to work with people in a team environment.
6. Assure confidentiality of all student and school privileged information
7. Maintain positive, cooperative and mutually supportive relationships with the Board of Directors, Charter Authorizer, students, parents, fellow teachers, co-workers and the community.

EMPLOYEE ACKNOWLEDGMENT:

This job description has been reviewed with me, and I have received a copy.

I understand that the above are job requirements and, at this time, I know of no limitations which would prevent me from performing these functions, with or without accommodation, and that it is my responsibility to inform my supervisor at any time that I am unable to perform these functions.

EMPLOYEE'S PRINTED NAME: _____

EMPLOYEE _____
(Signature)

DATE: _____

SUPERVISOR: _____
(Signature)

DATE: _____

**JOB DESCRIPTION
FOR
Student Intervention Specialist**

REPORTS TO: CAO

EMPLOYED BY: SEA No. 4, Inc.

QUALIFICATIONS:

1. Bachelor's degree required.
2. Masters degree in Education, Educational Leadership or related field preferred with a minimum of 3 years teaching and/or administrative experience.

NATURE OF THE POSITION:

Responsible for providing assistance to the Principal in the administration of the total school program.

RESPONSIBILITIES OF THE POSITION:

1. Provide leadership, advise and counsel students who experience disciplinary issues in accordance with school's student code of conduct and established disciplinary program and guidelines.
2. Appropriately handle all student referrals in accordance with established school policies and within established timeframes.
3. Contact parents regarding any discipline referrals which include but are not limited to removal from class, detention or suspension.
4. Track all disciplinary referrals from Teachers and staff in database system.
5. Direct and coordinate the scheduling of all students activities within the school calendar.
6. Oversee and assure effective operation of school-wide, extra-curricular and/or after school programs; oversee and monitor activities of vendors.
7. Coordinate and implement student assemblies, awards banquets, field trips and other student focused events and/or activities.
8. Work closely with the School Principal and other school administrators to establish and maintain a strong culture of academic excellence and disciplined behavior among students.
9. Assist the School principal with the daily management and operation of Academy; serve as the School Principal in his/her absence.
10. Assist the School Principal in maintaining and monitoring compliance for schools' educational services in accordance with requirements set forth by Michigan Department of Education (MDE), local Intermediate School District (ISD), Charter Authorizer, and other regulatory entities.
11. Participate in monitoring school's budget and expenditures; assist the School Principal in establishing annual school budget.
12. Assist in completion and submission of required reports for submission to MDE, Charter Authorizer, local ISD, etc.
13. Assist the School Principal in overseeing student advisory implementation, home visits and curriculum training; monitor, track and report on progress of advisory activities.
14. Assist the School Principal in seeking bids for procurement of contracted services, equipment and supplies.
15. Assist the School Principal in monitoring and evaluation of instructional and non-instructional staff as requested.
16. Oversee physical plant operations to include supervision of maintenance and custodial staff.
17. Other duties as designated by the School Principal.

SUPERVISORY RESPONSIBILITIES:

Supervises employees in the school when the School Principal is absent from the building. Carries out supervisory responsibilities in accordance with the school's policies and applicable laws. Responsibilities include assisting in interviewing, hiring, and training employees; planning, assigning, and directing work; appraising performance; rewarding and disciplining employees; addressing complaints and resolving problems.

DRUG FREE WORKPLACE REQUIREMENT:

The employee shall remain free of any alcohol or non-prescribed controlled substance abuse in the workplace throughout his/her employment in the district.

LANGUAGE SKILLS:

Ability to read and analyze, and interpret general business periodicals professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of administrators, board of directors, staff, and the general public.

MATHEMATICAL SKILLS:

Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, and volume. Ability to apply concepts of basic algebra and geometry.

REASONING ABILITY:

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

OTHER SKILLS AND ABILITIES:

Ability to apply knowledge of current research and theory with specific job duties and area of service. Proficient in use of PC/Windows based applications and software including word processing and spreadsheet applications. Ability to establish and maintain effective working relationships with parents, students, staff, Board of Directors, vendors and the community. Ability to communicate clearly and concisely both in oral and written form. Ability to perform duties maintaining current knowledge of all district requirements and applicable regulatory standards.

PHYSICAL AND ENVIRONMENTAL REQUIREMENTS:

This position requires extensive standing and walking throughout work shift. Ability to stoop, crouch, kneel and bend occasionally. Occasionally lifts and carries items weighing up to 50 pounds. Ability to use senses - sight, hearing, smell and touch.

OTHER REQUIREMENTS:

Satisfactory criminal background check.

PERFORMANCE STANDARDS:

1. Maintain interest in the work of the school, strongly committed to moral values.
2. Be dedicated to providing an excellent early educational foundation for children.
3. Demonstrate the willingness and ability to work with people in a team environment.
4. Maintain ongoing communication with supervisor, staff and administrators related to job duties.
5. Maintain positive, cooperative and mutually supportive relationships with the school's administration, Teachers, students and co-workers.
6. Implement school's safety and security practices.
7. Ability to communicate effectively both orally and in writing with staff and the public.
8. Understand and follow standard operating procedures to perform duties in a professional manner.
9. Ability to write legibly and neat to complete reports such as incident reports or security logs.
10. Make proper judgment and decisions in situations; take appropriate action within established policies and procedures.

- 11. Maintain flexibility in work hours/schedule based upon the school's operational needs.
 - 12. Participate in required job related training.
-

EMPLOYEE ACKNOWLEDGMENT:

This job description has been reviewed with me, and I have received a copy.

I understand that the above are job requirements and, at this time, I know of no limitations which would prevent me from performing these functions, with or without accommodation, and that it is my responsibility to inform my supervisor at any time that I am unable to perform these functions.

EMPLOYEE'S PRINTED NAME: _____

EMPLOYEE: _____
(Signature)

DATE: _____

SUPERVISOR: _____
(Signature)

DATE: _____

JOB DESCRIPTION FOR Teacher

REPORTS TO: CAO

EMPLOYED BY: SEA No. 4, Inc.

QUALIFICATIONS:

1. Minimum Bachelor Degree with valid Michigan Teachers Certificate.
2. Ability to teach and develop curriculum for assigned grade.
3. Possess applicable endorsements as required by MDE.
4. Maintain highly qualified status as required by NCLB Act.
5. To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

NATURE OF POSITION:

Implementation and coordination of instructional programs to ensure that all students meet and exceed the State Core Curriculum Content Standards. Achieving excellence requires that Teachers work collaboratively and communicate effectively with students, parents, members of the community and colleagues in other districts and schools. Inherent in the position are the responsibilities for planning, coordination and monitoring the effective delivery of the established curriculum to students.

RESPONSIBILITIES OF POSITION:

The Teacher is responsible for:

Instructional Process

1. Planning and implementing a program of instruction that adheres to the district philosophy, goals and objectives as outlined in the adopted course study.
2. Creating a classroom environment conducive to learning by employing a variety of appropriate teaching strategies including but not limited to project-based learning.
3. Using engaging, creative, and appropriate assignments and resources to help students make connections with learning outside the educational environment.
4. Effectively utilizing and integrating a variety of technology into daily instruction with students.
5. Making purposeful and appropriate lesson plans that provide for effective teaching strategies and maximize time on task.
6. Planning and implementing a program of study designed to meet individual needs of students.
7. Encouraging student enthusiasm for the learning process and the development of good study habits.
8. Consistently collaborating with staff and facilitating an interdisciplinary curriculum to establish a deeper meaning of content for students.
9. Preparing substitute folder containing appropriate information as required by the School Principal.
10. Planning and prescribing purposeful assignments for tutors and volunteers as needed.
11. Recognizing challenges with learning and making referrals as appropriate.
12. Demonstrating strong knowledge of subject matter taught.
13. Providing progress and interim reports to parents, staff, and other appropriate parties as required.

14. Maintaining students' grades, assignments and attendance utilizing applicable software applications.
15. Performing other related job duties as designated by the School Principal.

Curriculum Development

1. Keeping current in subject matter knowledge and learning theory; willing to share this knowledge for continual improvement of the school's curriculum.
2. Providing feedback and assisting in the ongoing curriculum revision process, including the revision of written courses of study.
3. Becoming acquainted with, and utilizing appropriate supplemental services beneficial to students as an extension of regular classroom activities.

Student Evaluation

1. Evaluating accomplishments of students on a regular basis using multiple assessment methods such as teacher made tests, samples of students' work, mastery skills check lists, criterion-referenced tests and norm-referenced tests.
2. Making appropriate adjustments in the instructional program and as required by the School Principal.
3. Respecting the confidentiality of records and information regarding students, parents, and teachers in accordance with accepted professional ethics, and state and federal laws.

Classroom Management

1. Developing, in accordance with district school guidelines, reasonable rules of classroom behavior and appropriate techniques that are consistently applied.
2. Taking necessary and reasonable precautions to protect students, equipment, materials and facilities.
3. Sharing responsibility during the school day for the supervision of students in all areas of the school.
4. Providing for the supervision of assigned students when circumstances require a brief absence from the assignment.

Student Advisory

1. Acting as an advisor for a group of students by serving as primary advocate for student both socially and academically.
2. Monitoring student progress and tracks number of credit hours attained within established guidelines and timeframes.
3. Conducting home visits to discuss students' progress with parents/guardians as required.

Public Relations

1. Upholding and enforcing Board of Directors' (Board) policy, administrative procedures, and school rules and regulations, and supporting them to the public.
2. Maintaining appropriate work habits, including regular and punctual attendance and appropriate use of conference and planning time.
3. Striving to communicate the positive aspects of the school program to the public in word and deed.
4. Working cooperatively with parents to strengthen the educational program for their children.
5. Establishing and maintaining cooperative relationships with other staff members.

Professional Growth

1. Continuing professional growth through attendance at workshops, seminars, conferences, and/or advanced course work at institutions of higher learning.
2. Cooperating with the administration in planning appropriate in-service training programs at a school or at the district level.
3. Attending and participating in staff, department, and committee meetings as required.

PHYSICAL AND ENVIRONMENTAL REQUIREMENTS:

Position requires frequent standing and walking throughout building and school grounds. Ability to stoop, crouch, kneel and bend occasionally. Occasionally lifts and carries materials or items weighing up to 20 pounds. Ability to use senses - sight, hearing, smell and touch. Ability to type; uses hand/eye coordination for typing and data entry.

OTHER REQUIREMENTS:

Satisfactory criminal background check.

PERFORMANCE STANDARDS:

The Teacher will:

1. Be interested in the work of the school, strongly committed to moral values, whose mission is dedicated to providing an excellent early educational foundation for children that will enable them to be motivated and excited learners.
2. Establish and maintain work performance standards in line with those standards established by Academy.
3. Communicate effectively with the students and parents regarding information, policies and procedures.
4. Demonstrate the willingness and ability to work with people in a team environment.
5. Assure confidentiality of all student and school privileged information
6. Maintain positive, cooperative and mutually supportive relationships with the Board, Charter Authorizer, students, parents, fellow teachers, co-workers and the community.

SUPERVISORY RESPONSIBILITIES:

Students

DRUG FREE WORKPLACE REQUIREMENT:

The employee shall remain free of any alcohol or non-prescribed controlled substance abuse in the workplace throughout his/her employment in the district.

SKILLS AND ABILITIES:**LANGUAGE SKILLS**

Ability to read, analyze, and interpret general business periodicals, professional journals, technical procedures, or governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to effectively present information and respond to questions from groups of administrators, Board, staff, and the general public.

MATHEMATICAL SKILLS

Ability to calculate figures and amounts such as discounts, interest, commissions, proportions, percentages, and volume. Ability to apply concepts of basic algebra and geometry.

REASONING ABILITY

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

OTHER SKILLS AND ABILITIES

1. Ability to apply knowledge of current research and theory with specific job duties and area of service.
2. Must have strong communication, interpersonal and computer skills.
3. Experience and demonstrated knowledge, and use of PC/Windows and web based applications and software including word processing and spreadsheet applications required.
4. Must have ability to learn and utilize new software programs as systems are upgraded.
5. Typing/keyboarding required with good grammatical spelling and punctuation.
6. Ability to establish and maintain effective working relationships with parents, students, staff, Board, vendors and the community.
7. Ability to work in a team environment.
8. Ability to communicate clearly and concisely both in oral and written form.
9. Ability to perform duties maintaining current knowledge of all district requirements and applicable regulatory standards.

EMPLOYEE ACKNOWLEDGMENT:

This job description has been reviewed with me, and I have received a copy.

I understand that the above are job requirements and, at this time, I know of no limitations which would prevent me from performing these functions, with or without accommodation, and that it is my responsibility to inform my supervisor at any time that I am unable to perform these functions.

EMPLOYEE'S PRINTED NAME: _____

EMPLOYEE _____
(Signature)

DATE: _____

SUPERVISOR: _____
(Signature)

DATE: _____

SERVICES AGREEMENT

This Services Agreement (the “Agreement”) is made and entered into as of July 1, 2024 by and among **CS PARTNERS, INC.**, a Michigan corporation (“CS Partners”), **CSP MANAGEMENT INC.**, a Michigan corporation d/b/a **PARTNER SOLUTIONS FOR SCHOOLS** (“Partner Solutions for Schools” and together with CS Partners, collectively “CSP”), and **GEORGE WASHINGTON CARVER ACADEMY**, a Michigan public school academy (the “Academy”) formed under Part 6(A) of the Revised School Code (the “Code”), as amended.

As a wholly owned subsidiary of CS Partners, Partner Solutions for Schools is the employer of record for all staff assigned to work at the Academy who are not employed by the Board of Directors of the Academy (the “Board”). CS Partners provides the educational consulting services and oversees the management and operational services of the Academy. Together, CS Partners and Partner Solutions for Schools are jointly responsible for providing the Services under this Agreement.

The Academy has been issued a contract dated July 1, 2024 (the “Contract”) by the **BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS** (the “Authorizer”) to organize and operate a public school academy. The Authorizer is the statutory authorizing body. The Code and the Contract permit a public school academy to contract with persons and entities for the operation and management of the public school academy.

The Academy and CSP desire to create an enduring educational partnership whereby the Academy and CSP will work together to develop and bring about systems of educational excellence and services to the Academy based on CSP’s vision of school design, CSP’s management principles, the Educational Program (defined below), and the educational goals and curriculum adopted by the Board.

THEREFORE, the parties hereby agree as follows:

ARTICLE I Relationship of the Parties and Other Matters

Section 1. Authority. The Academy represents that (a) it is authorized by law to contract with a private entity for the provision of management and operational services to the Academy, (b) it has been issued the Contract from the Authorizer to organize and operate a public school academy, (c) it is authorized by the Authorizer to supervise and control the Academy, and (d) it is vested with all powers necessary or desirable for carrying out the Educational Program (defined below) contemplated in this Agreement.

To the extent permitted by law, the Academy hereby authorizes and grants to CSP the necessary authority and power to perform under this Agreement. No provision of this Agreement shall interfere with the Board’s exercise of its statutory, contractual, and fiduciary responsibilities governing the Academy, nor shall any provisions of this Agreement be construed so as to 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.

Section 2. Services; Educational Program. The parties agree that CSP, to the extent permitted by and in conformity with the Contract and applicable laws, shall provide all labor, materials, and supervision necessary for the provision of the management and operational services to the Academy contemplated by this Agreement as specifically set forth on the attached Exhibit A (the “Services”).

CSP shall provide Services to the Academy so the Academy can carry out the educational program, curriculum, method of pupil assessment, admissions, policy and criteria, school calendar and school day schedule, age and grade range of pupils to be enrolled, educational goals, and methods to be used to monitor compliance with performance of targeted educational outcomes, as previously adopted by the Board and as included in the Contract (collectively, the “Educational Program”).

Section 3. Compliance with Academy’s Contract. CSP agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy’s obligations under the Academy’s Contract issued by the Authorizer. The provisions of the Academy’s Contract shall supersede any competing or conflicting provisions contained in this Agreement.

Section 4. Relationship of the Parties. CSP is not a division or any part of the Academy. The Academy is a corporate and governmental entity authorized under the Code. The Academy is not a division nor any part of CSP. The relationship between the parties hereto was developed and entered into through arms-length negotiation and is based solely on the terms of this Agreement.

Section 5. CSP as Independent Contractor; Agency. The parties to this Agreement intend that the relationship of CSP to the Academy is that of an independent contractor, and not an employee of the Academy. No agent or employee of CSP shall be determined to be an agent or employee of the Academy, except as expressly acknowledged, in writing, by the Academy. Notwithstanding the foregoing, CSP and its employees are hereby designated as “School Officials” having a legitimate educational interest such that they are entitled to access educational records under the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. §1232g and its implementing regulations during the Term of this Agreement (defined below). CSP, its officers, agents, employees, and staff, including any outside staff, shall comply with FERPA at all times. CSP shall promulgate and recommend to the Board policies and administrative guidelines sufficient to implement this Section. CSP and its employees agree to comply with FERPA and corresponding regulations to the extent CSP or its employees access educational records related to the Academy.

During the Term of this Agreement, the Academy may disclose confidential data and information to CSP, and its respective officers, directors, employees and designated agents to the extent permitted by applicable law, including without limitation, FERPA, 20 USC §1232g, 34 CFR 99; 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 American with Disabilities Act, 42 USC §12101 et seq.; the Health Insurance Portability and Accountability Act (“HIPAA”), 42 USC 1320d -13200d-8; 45 CFR 160, 162 and 164; Privacy Act of 1974, 5 USC §552a; and the Michigan Social Security Number Privacy Act, MCL 445.84.

CSP will be solely responsible for its acts, the acts of its agents, employees, and those subcontractors who are contracted through CSP. If CSP receives information that is part of a pupil's education records from any source as permitted under the Code, CSP shall not sell or otherwise provide the information to any other person except as provided under MCL 380.1136. For purposes of this section, the term “education records” shall have the same meaning as those terms in section 1136 of the Code, MCL 380.1136.

Section 6. No Related Parties or Common Control. The parties hereby agree that none of the voting power of the governing body of the Academy or the Board will be vested in CSP or its directors, members, managers, officers, shareholders, or employees. Further, the Academy and CSP are not, and shall not become: (a) members of the same controlled group, as that term is defined in the Internal Revenue Code of 1986, as amended (the “IRS Code”); or (b) related persons, as that term is defined in the IRS Code.

Section 7. Superintendent. The employee in the position of Superintendent will be employed solely by the Board throughout the term of this agreement.

The Superintendent will be a liaison to the Board and shall be responsible for supervising, administering, and managing the Educational Program, curriculum and the instruction of students. The Superintendent will serve as the on-site supervisor to staff assigned to the Academy by CSP (“Worksite Staff”).

CSP will provide administrative support to the Superintendent or their designee to obtain resumes and credential information to staff the Academy. The Superintendent will then provide recommendations on qualified staff to support the Academy to CSP. After qualified staff are identified by the Superintendent, Partner Solutions for Schools will select, onboard, and provide additional administrative support to the Superintendent. During the interview process, it is the responsibility of the Superintendent to verify and confirm that all teaching assignments and administrative positions align with teacher and required certifications for the position as established by the Michigan Department of Education, the Authorizer, State, and federal law.

The Superintendent or designee shall be responsible for approving and submitting appropriate hours-worked for all hourly Worksite Staff to the appropriate CSP employee / department. The Superintendent will notify CSP of any staffing needs and/or change in status regarding Worksite Staff.

CSP shall in no measure be responsible for the Superintendent and any breach of this Agreement caused by the Superintendent. The Superintendent shall, for any indemnification, hold harmless and defenses purposes, hereunder be considered an employee of the Board.

In response to any reports of unprofessional misconduct of the Superintendent, the employer of the Superintendent or the employer's authorized designee will conduct a prompt and thorough investigation into the allegations. Upon receiving the results of the investigation, the Board shall follow all board policies, the Charter, and any applicable law in implementing any disciplinary action.

Section 8. Personnel Responsibility. CSP has the ultimate authority to select, hire, promote, discipline, transfer, and terminate Worksite Staff, consistent with applicable laws. The Superintendent will confer and consult with CSP before CSP proceeds with selecting, hiring, promoting, disciplining, transferring, and terminating Worksite Staff. The Academy agrees, through the Superintendent, to follow CSP's directives, policies, and procedures to maintain compliance with federal, state, or local employment and discrimination laws. If the Academy, through the Superintendent, takes such action without consulting CSP, or if the Academy, through the Superintendent, fails or refuses to abide by the directives, policies, and procedures provided by CSP on employment and personnel matters, the Academy agrees to indemnify, defend, and hold CSP harmless from any and all claims or liabilities which may arise as a result from such decision, action, or failure to abide by the directives, policies, and procedures on such employment and personnel matters to the extent permitted by law.

Teachers employed by Partner Solutions for Schools shall not be considered public employees and are not eligible for purposes of continuing tenure under MCL §38.71 et seq.

Evaluation and compensation systems administered by CSP or the Board shall comply with all applicable laws, including Sections 1249, 1249a, 1249b and 1250 of the Revised School Code and any successor statute that is substantially similar to Sections 1249, 1249a, 1249b and 1250. The Superintendent evaluation shall be conducted by the Board.

Section 9. Criminal Background Checks. Partner Solutions for Schools agrees that it shall not assign any of its employees, agents or other individuals to perform any services under this Agreement except as permitted under Sections 1230, 1230a, 1230b and related provisions of the Code pertaining to unprofessional conduct, criminal background, and criminal conduct checks. The Academy shall require that the results of the criminal background check are received, reviewed, and used (subject to a verification process) by the Academy's authorized user acting on behalf of the Academy and/or the Board, only as permitted by law to confirm that the individual may be employed at the Academy in compliance with the Code and to evaluate the qualifications of the individual for his/her assignment.

Section 10. The Board. The Board is the governing body with oversight responsibilities over the Academy. The parties acknowledge that throughout this Agreement the term "Board" and the term "Academy" are sometimes used interchangeably in some sections for the sole purpose of readability based on the nature and subject-matter of the article/section. This Agreement must be approved by the Board and executed by a duly authorized member of the Board (on behalf of the Academy), and by so executing this Agreement the Board acknowledges and accepts all obligations and responsibilities related to the Board as set forth in this Agreement.

Section 11. Availability of Funds. Notwithstanding any other term or provision in this Agreement to the contrary, CSP shall not be, directly or indirectly, liable to any third party for any cost or expense incurred by the Academy. Subject to the provisions of the Code, Article IV Section 2, and Article VI of this Agreement, CSP shall only be required to perform its responsibilities under this Agreement to the extent that CSP has received such revenues from the Academy pursuant to the terms of this Agreement. CSP shall, however, remain liable to the Academy for any cost it commits the Academy to without the Board's approval in the event such cost is beyond the amount anticipated in the Academy's approved budget or any approved amendment thereto.

Section 12. Information Available to the Public; Compliance with Section 503c. On an annual basis, CSP agrees to provide the Board with the same information that a public school is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 388.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Board shall make the information available on the Academy's website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in Section 503c of the Code shall have the same meaning in this Agreement.

Section 13. Non-Compete Agreement. CSP agrees that it shall not impose any contractual requirement or contractual obligation on any of its employees assigned to the Academy to enter into a non-compete, no-hire, or similar provision or agreement.

Section 14. Lease and Loans. If the Academy and CSP enter into a lease, execute promissory notes or other negotiable instruments, or enter into a lease-purchase agreement or other financing relationship, then such agreements must be separately documented and separately approved and shall not be part of or incorporated into this Agreement. In addition, all such agreements must comply with the Contract and applicable law, as well as any applicable Authorizer policies.

Section 15. Data Security Breach. In the event the Academy experiences a data security breach of personally identifiable information from the Academy's education records not suitable for public release, CSP shall assist the Academy, in accordance with MCL 445.72, to take appropriate action to assess the risk and notify affected individuals whose personal information may have been compromised.

Section 16. Information Concerning Operation and Management. CSP shall make information concerning the operation and management of the Academy, including but not limited to, information in the Contract, including all exhibits, schedules, and the like, available to the Academy as deemed necessary by the 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 Authorizer's, the Authorizer's Charter Schools Office's ("CSO"), or the public's access to the Academy's records.

ARTICLE II

Term

Section 1. Term. This Agreement shall be effective for the duration of the Academy's current authorizing Contract with the Authorizer, subject to earlier termination under Article VI. Unless terminated earlier as provided in this Agreement, the Term will be for a two (2) year period beginning July 1, 2024 and ending June 30, 2026 (the "Term"). The maximum term of this Agreement shall not exceed the term of the Academy's Contract.

ARTICLE III

Obligations of the Academy

Section 1. Good Faith Obligation. The Academy shall exercise good faith in considering CSP's recommendations relative to the Educational Program and/or the Services.

Section 2. Academy Funds. The Board shall determine the depository of all funds received by the Academy including, but not limited to, the State School Aid and any Additional Revenue (as defined in Exhibit A). All funds received by the Academy shall be deposited in the Academy's depository account as required by law. Signatories on the Academy Board accounts shall solely be members of the Board properly designated annually by Board resolution. All interest or investment earnings on Academy accounts shall accrue to the Academy.

Section 3. Notification Requirement. The Academy agrees to notify CSP in writing if the Academy receives a notification from its Authorizer regarding an intent to revoke the Contract. Further, in the event the Board discusses a possible non-renewal or closure of the Academy, or if the Authorizer suggests such a discussion, CSP will be notified.

Section 4. Budget. The Board is responsible for adopting a budget in accordance with the provisions of the Uniform Budgeting and Accounting Act, MCL 141.121 *et seq.*, that has adequate resources to fulfill its obligations under the Contract, including but not limited to its oversight of CSP, lease payments, the organization of the Academy, negotiation of the Contract and any amendments, payment of employee costs, insurance required under the Contract and this Agreement, the annual financial audit and retention of the Board's legal counsel and consultants. In addition, the Board shall be responsible for determining the budget reserve amount included as part of the Academy's annual budget. The Academy Board is also responsible for implementing fiscal policies that will assist the Academy in attaining the stated budget reserve amount.

ARTICLE IV

Compensation and Reimbursement of Costs

Section 1. Compensation for Services. During the Term of this Agreement, the Board shall pay CS Partners an annual fee (the "Fee") equal to eleven percent (11%) of the total Aid received from the State of Michigan (including any State categorical funds), pursuant to the State School Aid Act of 1979, as amended, for the particular number of students enrolled in the Academy ("Student Enrollment"), subject to the discount discussed below (the "Discount"). "Student

Enrollment” shall be based on the Academy’s final blended student count added to the number of students enrolled in the Academy’s Great Start Readiness Program (if applicable). At no time shall the annual fee be less than \$150,000, unless subject to the Discount.

A Discount of \$16,000 a year will be given to the Academy for the Term of this Agreement for the Board Support Services not included in this Agreement. The Discount will be reflected in a prorated fashion on the invoices provided by CSP. If the Academy wishes to engage CSP for Board Support Services, the Academy must notify CSP in writing within thirty (30) days and the prorated Discount will no longer be available starting the day Board Support Services are activated. If the Academy chooses to activate Board Support Services, an appropriate amendment to this Agreement must be made and the prorated Discount amount given prior to activation will not be reimbursed by the Academy.

The Board shall also pay CSP a one-time transition fee of \$5,000 that includes all transition services including setup, training and database entry, which will be billed upon the signing of this Agreement.

The Fee may also include eleven percent (11%) of any Additional Revenue (as defined in Exhibit A) as agreed to by the Academy and included in the Academy’s annual budget, or any revised budget, prior to the application of such Fee.

The parties intend that this Agreement meet all of the applicable safe harbor conditions as set forth in Sections 5.02 through Sections 5.07 of the Revenue Procedure 2017-13. In this regard, the Academy and CSP make the following representations:

1. (A) CSP’s compensation under this Agreement is reasonable compensation for services to be rendered hereunder and is not based, in whole or in part, on a share of net profits and/or a share of the net losses from the operation of the Academy or upon the disposition, damage or destruction of the Academy’s property; (B) This Agreement does not pass on to CSP the burden of bearing any share of net losses from the operation of the Academy or upon the disposition, damage or destruction of the Academy’s property; (C) The term of this Agreement is not greater than 30 years or 80 percent of the useful life of the Academy’s school facilities currently financed with tax-exempt debt (if shorter) including all renewal options; (D) The Academy bears the risk of loss upon the disposition, damage or destruction of the Academy’s property; and (E) CSP is not entitled to and will not take any federal tax position that is inconsistent with being a service provider under this Agreement to the Academy.
2. In interpreting this Agreement and in the provision of the services required hereunder, CSP shall not have any role or relationship with the Academy that, in effect, substantially limits the Academy’s ability to exercise its rights and obligations under State law. As required by the Academy’s Article of Incorporation and Bylaws, 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 CSP that none of the voting power of the governing body of the Academy will be vested in CSP or its directors, members, managers, officers, shareholders and employees, and the Academy and CSP will not be related parties as defined in Treas. Reg. 1.150-1(b).

Section 2. Payment of Payroll Costs. In addition to the Fee, Partner Solutions for Schools will invoice the Academy for all employment costs (“Payroll Costs”) for Partner Solutions for Schools’ employees assigned to the Academy. Payroll Costs include salary, benefits, and other costs attributable to personnel employed and assigned by Partner Solutions for Schools to perform Services at the Academy under this Agreement, including but not limited to gross wages, FICA, Medicare, federal unemployment tax, state unemployment tax, workers’ compensation insurance, professional liability insurance, separation costs for Partner Solutions for Schools’ employees assigned to the Academy, tuition reimbursement, employer portions of health, dental, vision and life insurance, tuition reimbursement, and 401K employer contributions (if applicable) as included in the approved budget.

Partner Solutions for Schools shall be advanced funds for Payroll Costs no later than the third business day preceding each payroll date (“Payroll Date”) for Partner Solutions for Schools employees assigned to perform services at the Academy under this Agreement. For purposes of this Agreement the Payroll Date shall be that date or dates established annually by Partner Solutions for Schools.

If Payroll Costs have not been funded by the Academy by the payroll date, Partner Solutions for Schools may send lay-off notices to Partner Solutions for Schools’ employees, unless prior arrangements have been made in writing between the Academy and Partner Solutions for Schools. At that time, Partner Solutions for Schools will also provide the Academy an invoice for all accrued Partner Solutions for Schools’ staff wages (earned but not yet paid) for employees and staff assigned to the Academy for payment. Partner Solutions for Schools accepts full liability and is responsible for paying all salaries, benefits, payroll taxes, workers compensation, unemployment compensation and liability insurance for its employees leased to the Academy or working on Academy operations for work already completed irrespective of whether CSP receives an advancement of its costs or the payment of service from the Academy. However, Academy’s non-payment of such funds is considered a material breach of this Agreement and must follow Article VI Termination.

Section 3. Payment of Reimbursable Expenses. In addition to the Fee, the Academy shall reimburse CSP for all costs reasonably incurred and paid by CSP (“Reimbursable Expenses”) in providing the Services specifically related to the Academy. Reimbursable Expenses include, but are not limited to, Payroll Costs (as defined in Section 2 above) for Partner Solutions for Schools’ employees assigned to the Academy that are not advanced under Section 2 above, costs mandated by a governmental entity, administrative agency or court of law, e.g., payment into Michigan Public Employees Retirement System (MPERS), other expenses for equipment, software, supplies, food service, transportation, special education, psychological services and medical services.

CSP will invoice the Academy for reimbursement of Reimbursable Expenses with a detailed receipt of material or services provided. The Academy shall only reimburse for costs included in an annual operating budget approved by the Board or as amended during the academic year. In paying such costs on behalf of the Academy, CSP shall not charge an added fee (or mark-up). 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 CSP. No corporate costs or “central office” personnel costs of CSP shall be charged to, or reimbursed by, the Academy.

If desired, the Board may advance funds to CSP for such costs reimbursable under the Agreement before such costs are incurred (rather than reimburse CSP after the expense is incurred).

CSP shall provide to the Academy or the Board proper documentation and accounting of any advanced funds or reimbursement. Documentation of all expenses must be reflected in the Academy Board’s financial packets and presented to the Board for approval and/or ratification at its next regularly scheduled meeting.

All items acquired with Academy funds including, but not limited to, instructional materials, equipment, supplies, furniture, computers, and other technology, shall be owned by and remain the property of the Academy.

Section 4. Other Institutions. The Academy acknowledges that CSP may enter into agreements similar to this Agreement with other public or private educational schools or institutions (the “Institutions”). CSP shall maintain separate accounting for reimbursable expenses incurred on behalf of the Academy and for reimbursable expenses incurred on behalf of the Institutions. CSP shall only charge the Academy for expenses incurred on behalf of the Academy.

If CSP incurs reimbursable expenses on behalf of the Academy and the Institutions which are incapable of precise allocation between the Academy and the Institutions, then CSP shall allocate such expenses among the Institutions and the Academy, on a pro-rata basis, based on the number of students enrolled at the Academy and the Institutions, or the number of staff assigned to the Academy and the Institutions or upon such other equitable basis as agreed by the parties. Such expenses shall be presented to the Board upon occurrence.

Section 5. Review of Budget. CSP shall propose an annual budget for the Academy to the Academy’s Chief Administrative Officer (“CAO”) and the Board. The Board shall review, revise, and timely approve the annual budget. The Board is responsible for designating the CAO for the Academy in accordance with applicable law, the Contract, and applicable Authorizer policies. The Academy’s CAO shall not be an owner, officer, director, employee or agent of CSP, but a CSP employee may assist an Academy Board member who is the CAO in carrying out their responsibilities.

Section 6. Procurement Policies. The Board hereby retains the obligation, as provided in the Code, to adopt written policies governing the procurement of supplies, materials, and equipment for the Academy. Unless otherwise prohibited by law, CSP shall directly procure all supplies, materials, and equipment provided that CSP complies with the Code including, but not limited to, Sections 1267 and 1274 as if the Academy were making these purchases directly from a third party supplier and the Board’s written policies promulgated thereunder related to such items. CSP shall not include any added fees or charges with the cost of equipment, materials and supplies purchased from third parties. Any purchases made by CSP on the Academy’s behalf or as the Academy’s agent are Academy property and shall remain owned by the Academy.

ARTICLE V

Proprietary Information

Section 1. Academy's Rights to Curriculum and Educational Materials. The Academy shall own, without restriction, all proprietary rights to curriculum and educational materials that: (a) are or were directly developed by the Academy and paid for with Academy funds; or (b) are or were developed by CSP at the direction of the Board using Academy funds.

Section 2. CSP's Rights to Curriculum and Educational Materials. To the extent applicable, CSP shall own, without restriction, all curriculum, educational materials, and all other proprietary information owned by CSP. CSP's curriculum and educational materials and teaching techniques used by the Academy are subject to disclosure under the Code and the Freedom of Information Act.

Section 3. Non-Disclosure of Proprietary Information; Remedy for Breach. Except as specifically required by the Code, court order, the Contract, or the Michigan Freedom of Information Act, the proprietary information and materials of either party shall be held in strict confidence by the other party to this Agreement.

During the Term of this Agreement, and continuing for three (3) years thereafter, both parties hereby agree that they will not use or disclose to anyone, directly or indirectly, for any purpose whatsoever, any such proprietary information without the prior written consent of the other party unless required by applicable law or court order.

If a party uses or discloses such proprietary information in violation of this Section 3, the disclosing party shall, to the extent permitted by law, (a) be liable to the other party for all damages, including, but not limited to, lost profits resulting from the breach, and (b) be obligated to reimburse the non-disclosing party for its legal costs and reasonable attorney fees related to the enforcement of this Section 3.

ARTICLE VI

Termination

Section 1. Termination by CSP. Subject to Section 6 of this Article VI, CSP may terminate this Agreement prior to the end of the Term in the event the Board fails to remedy a material breach within the required time frames below. A material breach includes, but is not limited to, the following:

1. CSP may terminate this Agreement if CSP fails to receive compensation for Payroll Costs. For this breach only, the Academy has until the Payroll Date to fund payroll or reach an agreement with CSP on the payment of these funds or else a breach may be declared.
2. CSP may also terminate this Agreement upon the occurrence of the following:

- a) Academy operations cease to exist due to, but not limited to, bankruptcy or insolvency, discontinued operations by successors and assigns, facility closure, or reconstruction;
- b) The Academy requests a reduction in workforce greater than 20%;
- c) The Academy is a financially distressed business as set forth in the Worker Adjustment and Retraining Notification Act (WARN), 29 U.S.C. §2101, et seq. The Board shall notify CSP ninety (90) days prior to the facility closure in order for CSP to satisfy notice requirements to staff under WARN;
- d) A determination has been made by a governmental entity, administrative agency or court of law that CSP is required to pay into MPSERS ;
- e) Failure by the Academy to pay the Fee or Reimbursable Expenses;
- f) If there is a substantial and unforeseen increase in the cost of administering services of this Agreement; or
- g) The Academy makes decisions that are adverse to the Educational Program approved by the Board and substantially inconsistent with the recommendations of CSP relative to the Services.
- h) The Board makes decisions relative to the Superintendent which are materially adverse to the Worksite Staff and substantially inconsistent with the recommendations of CSP relative to the Superintendent.

The Academy has thirty (30) days after notice from CSP to remedy any of these breaches except for the breach of non-payment of Payroll Costs.

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

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

Section 2. Termination by Academy. The Academy may terminate this Agreement prior to the end of the Term in the event that CSP fails to remedy a material breach within the required time frames below. A material breach includes, but is not limited to:

- 1. Material failure by CSP to account for its expenditures or to pay funds for all compensation required for payroll (provided that CSP has received such funds from the Academy to do so);

2. Material failure by CSP to provide the Services as required by the Contract, applicable law, Board policies, or this Agreement ;
3. A determination has been made by a governmental entity, administrative agency or court of law that CSP is required to participate in MPERS ; or
4. Any action or inaction by CSP that causes the Contract to be revoked, terminated, suspended, or which causes the Contract to be put in jeopardy of revocation, suspension or termination, as evidenced by written notification from the Authorizer and is not cured within sixty (60) days of that notice.

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

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

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

Section 3. Revocation or Termination of Contract. If the Academy's Contract issued by the Authorizer 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, or terminated or expires without further action of the parties.

Section 4. 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 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 CSP shall have no recourse against the Academy or the Authorizer for implementing such site closure or reconstitution.

Section 5. Change in Law. If any federal, State or local law or regulation, or court or administrative decision, or attorney general's opinion (collectively referred to in this Agreement as the "applicable laws") has a substantial and material adverse impact (as reasonably determined by the party suffering the impact) on the ability of the impacted party to carry out its obligations under this Agreement, then the impacted party, upon written notice, may request a renegotiation of this Agreement. If the parties are unable or unwilling to successfully renegotiate the terms of this Agreement within ninety (90) days after the notice, and after making good faith efforts which shall include, but not be limited to, the use of a third party arbitrator and/or alternative dispute resolution process, the impacted party may terminate this Agreement as of the end of the then-current academic year.

Section 6. Effective Date of Termination. 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. The parties acknowledge that a change in ESP (or a decision to self-manage) in mid-school year is strongly discouraged and will be disapproved by the Authorizer 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 school's operations.

Section 7. Transition. The Academy and CSP agree to make all efforts necessary to remedy a breach of this Agreement in order to continue school operations until completion of the then-current school fiscal year. If a breach cannot be remedied, the Academy and CSP agree to work cooperatively to transition management and operations of the school without disrupting the school's operations. In the event of any termination prior to the end of the Term of this Agreement, CSP shall provide reasonable assistance in accordance with the Authorizer's Educational Service Provider Policies. CSP shall perform this transition or termination as described in Article VI, Section 9 below based upon completion of the then-current school period.

The parties may agree upon other transition services to be provided by CSP, at a mutually agreed upon fee and documented in a separate contract for services.

Notwithstanding the foregoing, for purposes of Section 7 of this Article VI only, CSP shall not be obligated to provide such reasonable assistance if the reason for the termination was the documented willful misconduct of the Academy which resulted in financial damages to CSP exceeding \$10,000, as reasonably determined by CSP.

Section 8. Personal Property upon Termination or Expiration. Upon any termination or the expiration of this Agreement, the Academy may elect (a) to purchase any personal property which has been purchased or leased from a third party solely with CSP funds, provided such purchase or lease is permitted under the purchase or lease documents relating thereto, at the fair market, depreciated value of such personal property or (b) to return same to CSP. All personal property purchased or leased by CSP using Academy funds is and shall remain the personal property of the Academy.

Section 9. Obligations Upon Termination or Expiration. Upon any termination or the expiration of this Agreement, the parties shall remain obligated for all financial or other obligations due at the time of the termination or expiration.

Upon termination or expiration of this Agreement, or when this Agreement is terminated due to a Contract revocation, reconstitution, termination or non-renewal, CSP shall, without charge: (i) close the books on the then-current school fiscal year; (ii) organize and prepare the Academy's records for transition to the new ESP, self-management or dissolution; (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 amount owed (including the total outstanding owed by the Academy to CSP, if any); (v) the amount owed by CSP to the Academy, if any; (vi) 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; (vii) ensure the closeout of existing grants and the transfer of grant funded property to Academy, if applicable; and (viii) provide for the orderly transition of employee compensation and benefits to the new ESP or self-management without disruption to staffing, or in the case of school closure, final payment of all legally required employee compensation, benefit and tax obligations related to services provided by CSP to the Academy.

After any termination or the expiration of this Agreement, and once all such obligations referenced above are satisfied, the parties shall have no further obligations to each other under this Agreement whatsoever except for the continuing obligations under (a) Article V (confidentiality and non-use/non-disclosure of proprietary information) and (b) Article VII (indemnification).

ARTICLE VII Indemnification and Cooperation

Section 1. Indemnification of CSP. To the extent permitted by law, the Academy shall indemnify, save, and hold harmless CSP and all of its employees, officers, directors, subcontractors, and agents against any and all lawsuits and causes of action or other forms of liability that may arise out of or by reason of any noncompliance by the Academy with any agreements, covenants, warranties or undertakings of the Academy contained in or made pursuant to this Agreement, any misrepresentations or breach of this Agreement, including but not limited to, failure to timely and accurately notify CSP of any workplace injuries, leaves of absence, hours worked, change in employment status of Worksite Staff known to the Superintendent, any claim arising out of the Academy's educational and school operations that are the responsibility of the Superintendent (including but not limited to student achievement, special education, student discipline student or parent issues, and implementation of policies and procedures), and any acts or failures to act by the Academy which occurred prior to the Effective Date of this Agreement.

In addition, to the extent permitted by law, the Academy shall indemnify, save, hold harmless, and reimburse CSP for any and all legal expenses and costs associated with the defense of any such claim, demand or suit. The Academy agrees to advance to CSP all costs, actual attorneys' fees, actual experts' fees, and similarly related expenses immediately upon request so that CSP is not required to pay such expenses out of its own funds.

CSP agrees that for any claim for indemnification made by CSP, to the extent that the interests of the Academy and CSP are aligned, the parties agree to coordinate a defense to minimize the costs of such defense. To the extent the Academy shall be responsible for indemnification of CSP, the Academy shall have the right to select the attorneys of its choice and to make all decisions and in every respect control the manner in which the Academy and CSP are defended. Notwithstanding the foregoing, in no event shall the Academy indemnify CSP for the attorney fees accrued by CSP in the regular course of business.

To the extent the parties are coordinating a defense, the parties shall utilize shared counsel which shall be paid for by the Academy and no reimbursement of any costs or fees shall be necessary. The Academy may reimburse CSP for pre-approved legal expenses and costs associated with the defense of any such claim, demand, or suit which are not otherwise covered by the shared defense. Nothing in this paragraph is intended to preclude either party from asserting separate defenses as may be required by the applicable facts and circumstances.

If desired, all or part of the indemnification obligations set forth in this Section may be met by the purchase of insurance by the Academy. The indemnification in this Section shall also specifically apply, without limitation, to any current claims or litigation at the time this Agreement is executed, as well as any future or additional claims or litigation regarding any prior activities of the Academy.

Section 2. Indemnification of the Academy. CSP shall indemnify, save, and hold harmless the Academy and all of its employees (if any), officers, directors, subcontractors, and agents against any and all lawsuits and causes of action or other forms of liability that may arise out of, or by reason of any noncompliance by CSP with any agreements, covenants, warranties, or undertakings of CSP contained in or made pursuant to this Agreement, any misrepresentation or breach of this Agreement, and any acts or failures to act by CSP which occurred prior to the Effective Date of this Agreement.

In addition, CSP shall indemnify, save, hold harmless, and reimburse the Academy for any and all legal expenses and costs associated with the defense of such claim, demand or suit. CSP agrees to advance to the Academy all costs, actual attorneys' fees, actual experts' fees, and such similarly related expenses immediately upon request so that the Academy is not required to pay such expenses out of its own funds.

The Academy agrees that for any claim for indemnification made by the Academy, to the extent the interests of CSP and the Academy are aligned, the parties agree to coordinate a defense to minimize the costs of such defense. To the extent CSP shall be responsible for indemnification of the Academy, CSP shall have the right to select the attorneys of its choice and to make all decisions and in every respect control the manner in which CSP and the Academy are defended. Notwithstanding the foregoing, in no event shall CSP indemnify the Academy for the attorney fees accrued by the Board in the regular course of business.

To the extent the parties are coordinating a defense, the parties shall utilize shared counsel which shall be paid for by CSP and no reimbursement of any costs or fees shall be necessary. CSP may reimburse the Academy for pre-approved legal expenses and costs associated with the defense of any such claim, demand, or suit which are not otherwise covered by the shared defense. Nothing

in this paragraph is intended to preclude either party from asserting separate defenses as may be required by the applicable facts and circumstances.

If desired, all or part of the indemnification obligations set forth in this section may be met by the purchase of insurance by CSP. The indemnification in this Section shall also specifically apply, without limitation, to any current claims or litigation at the time this Agreement is executed, as well as any future or additional claims or litigation regarding any prior activities of CSP.

Section 3. Indemnification for Negligence. To the extent permitted by law, each party to this Agreement shall indemnify and hold harmless the other, and their respective boards of directors, partners, officers, employees, agents, and representatives, from any and all claims and liabilities which they may incur and which arise out of the negligence of the other party's trustees, directors, officers, employees, agents, or representatives.

Section 4. Immunities and Limitations. The Academy may assert all immunities and statutory limitations of liability in connection with any claims arising under this Agreement. Nothing in this Agreement is intended, nor will be construed, as a waiver of the governmental immunity provided to the Academy and its incorporators, board members, officers, employees (if any), and volunteers under Section 7 of Act 170, Public Acts of Michigan, 1964, as amended, MCL 691.1407. Nothing in this Agreement shall be interpreted to restrict the Academy Board from waiving its governmental immunity or to require the Academy Board to assert, waive or not waive its governmental immunity.

Section 5. Responsibilities of the Parties. Each party will be solely and entirely responsible for its acts and omissions and for the acts and omissions of its agents and employees (if any) in connection with the performance of that party's responsibilities under this Agreement.

Section 6. Mutual Duty to Cooperate. The parties acknowledge that each party has a duty and obligation to cooperate with the other party, and further that such duty to cooperate is a material part of this Agreement. The purpose of the duty to cooperate is to enable each party to perform its obligations as efficiently as possible. The duty to cooperate shall include all areas of the business of the Academy and the Services. The duty to cooperate also includes reasonable assistance in the event of litigation or a dispute involving a party related to the Academy or the Services provided, such as provision of testimony, records and/or documents reasonably related to the litigation or dispute (which are not otherwise protected from disclosure). The duty to cooperate will be provided in such a manner that it does not adversely affect the other party's ability to defend against a claim.

Section 7. Indemnification of Authorizer. 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 Section, 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, CSP 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, CSP'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 CSP, or which arise out of the failure of CSP to perform its obligations under the Contract, this 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 CSP to enforce its rights as set forth in this Agreement.

ARTICLE VIII

Insurance

Section 1. Academy Insurance. The Academy will secure and maintain general liability and umbrella insurance coverage. This coverage will include the building and related capital facilities if they are the property of the Academy. The Academy will maintain such insurance in an amount and on such terms as required by the provisions of the Contract, including the indemnification of CSP required by this Agreement, and naming CSP as an additional insured. The Academy will, upon request, present evidence to CSP that it maintains the requisite insurance in compliance with the provisions of this section. CSP will comply with any information or reporting requirements applicable to the Academy under the Academy's policy with its insurer(s), to the extent practicable. Nothing in this Agreement is intended, nor shall be construed, as a waiver or relinquishment of any immunity from action or liability enjoyed by the Academy under controlling law.

Section 2. CSP Insurance. CSP will secure and maintain general liability and umbrella insurance coverage, with the Academy listed as an additional insured. CSP will maintain such policies of insurance as are required by the Contract, including the indemnification of the Academy as required by this Agreement. CSP's insurance is separate from the insurance that is required by the Academy under the Contract. In the event that Authorizer requests any change in coverage, CSP agrees to comply with any change in the type or amount of coverage as requested, within thirty (30) days after notice of the insurance coverage change. CSP will, upon request, present evidence to the Academy and Authorizer that it maintains the requisite insurance in compliance with the provisions of this section. The Academy will comply with any information or reporting requirements applicable to CSP under CSP's policy with its insurer(s), to the extent practicable. CSP's cost of procuring insurance coverages under this Agreement is a corporate cost to be paid by CSP.

Section 3. Evidence and Notices. Each party shall, upon request, present evidence to the other that it maintains the requisite insurance as required in this Article VIII. The policies of insurance of each party shall also provide that the other party receive from the insurer(s) a minimum thirty (30) day written notice of any termination of said policies.

Section 4. Workers' Compensation Coverage. Additionally, each party shall maintain workers' compensation insurance, as required by State law, covering their respective employees, if any.

ARTICLE IX

Warranties and Representations

Section 1. Warranties and Representations of the Academy. The Academy represents to CSP that (a) it has the authority under law to execute, deliver, and perform this Agreement and to incur the obligations provided for under this Agreement, (b) its actions have been duly and validly authorized, and (c) it will adopt the necessary resolutions required for execution of this Agreement. This Agreement, is in all respects, even if executed, contingent upon any necessary Authorizer non-disapproval.

Section 2. Warranties and Representations of CS Partners. CS Partners represents and warrants to the Academy that (a) it is a Michigan corporation in good standing duly authorized to conduct business in the State of Michigan, (b) it has the authority under applicable laws to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement, (c) its actions have been duly and validly authorized, and (d) it will adopt any and all resolutions required for execution of this Agreement.

Section 3. Warranties and Representations of Partner Solutions for Schools. Partner Solutions for Schools represents and warrants to the Academy that: (a) it is a Michigan corporation in good standing duly authorized to conduct business in the State of Michigan; (b) it has the authority under applicable laws to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement; (c) its actions have been duly and validly authorized; and (d) it will adopt any and all resolutions required for execution of this Agreement.

Section 4. Mutual Representations and Warranties. Each party represents and warrants to the other party that except as disclosed in writing to the other party, to its knowledge, there are no pending actions, claims, suits, or proceedings, whether threatened or reasonably anticipated, against or affecting it, which if adversely determined would have a material adverse effect (as might be reasonably determined by the non-affected party if disclosed) on its ability to perform its obligations under this Agreement.

ARTICLE X

Alternative Dispute Resolution

Section 1. Mediation. Any and all disputes between the parties concerning any alleged breach of this Agreement or arising out of or relating to the interpretation of this Agreement or the parties' performance of their respective obligations under this Agreement shall first be

communicated in writing to the other party and mutually discussed between the parties with an opportunity to cure. If no resolution can be ascertained through that mutual discussion, then the matter will be submitted to mediation for resolution in Livingston County. Both parties must mutually agree upon the mediator selected and shall participate in all meetings in good faith. The mediation shall be conducted in accordance with the rules of the American Arbitration Association seated in Livingston County, Michigan, with such variations as the parties and mediators unanimously accept. The final decision shall be a cause decision (written explanation). The Authorizer shall be notified of said decision, and upon the Authorizer's request, the cause opinion shall be made available. The parties will share equally in the costs of the mediation including forum fees, expenses, and charges of the mediator.

Section 2. Arbitration. If the mediation does not result in a mutually satisfactory compromise, then the matter shall be resolved by arbitration, and such procedure shall be the sole and exclusive remedy for such matters. Unless the parties agree upon a single arbitrator, the arbitration panel shall consist of three (3) persons. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association seated in Livingston County, Michigan, with such variations as the parties and arbitrators unanimously accept. The arbitrators' award shall be final and binding. A judgment on the award rendered by the arbitrators may be entered in any court having appropriate jurisdiction, by any party, without the consent of the other party. The losing party shall pay the cost of arbitration, not including attorney fees. It shall be within the discretion and purview of the arbitrator or arbitration panel to award reasonable attorney fees to the prevailing party. The prevailing party shall be defined as the party who prevails in total.

A cause opinion (written explanation) shall be required as to the final decision. The Authorizer shall be notified of said decision, and upon the Authorizer's request, the cause opinion shall be made available.

ARTICLE XI Miscellaneous

Section 1. Entire Agreement. This Agreement supersedes and replaces any and all prior written or oral agreements and understandings between the Academy and CSP regarding the subject matter hereof. This Agreement, including Exhibit A, constitutes the entire agreement of the parties.

Section 2. Force Majeure. Notwithstanding any other sections of this Agreement, neither party shall be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, embargo, fire, explosion, sabotage, accident, pandemic, labor strike, flood, terrorism, or other acts beyond its reasonable control.

Section 3. Governing Law. This Agreement and the rights of the parties hereto shall be interpreted according to the laws of the State of Michigan (the "State").

Section 4. Official Notices. All notices or other communications required by the terms of this Agreement shall be in writing and sent to the parties at the addresses set forth below. Notice may be given by certified or registered mail, postage prepaid, return receipt requested, traceable carrier or personal delivery. Notices shall be deemed to have been given on the date of personal

delivery, or, if given by mail, the postmark date. Unless amended or updated in writing, the addresses of the parties hereto for the purposes of this Agreement shall be:

The Academy: George Washington Carver Academy
c/o Board President
14510 Second Avenue
Highland Park, MI 48203

With a copy to: Aimee R. Gibbs, Esq.
Dickinson Wright PLLC
350 S. Main Street, Suite 300
Ann Arbor, MI 48104

CSP: CS Partners
Partner Solutions for Schools
c/o Chris Matheson
869 S. Old US 23, Suite 500
Brighton, Michigan 48114

Section 5. Assignment. This Agreement shall not be assigned (a) by CSP, without prior consent of the Board, in writing, which consent shall not be unreasonably withheld; or (b) by the Academy, without the prior consent of CSP, in writing, which consent shall not be unreasonably withheld. CSP may, with the consent of the Board, delegate the performance of but not responsibility for any duties and obligations of CSP hereunder to any independent contractor, expert or professional advisor. However, this Agreement shall not be assignable without prior notification to the Authorizer and any assignment must be done in a manner consistent with the Authorizer's Educational Service Provider Policies.

Section 6. Amendment; Effect of Headings. This Agreement may only be amended in writing, signed by a duly authorized representative of each party and in a manner consistent with and permitted by the Contract and the Authorizer's Educational Service Provider Policies.

The underlined headings are included for convenience of the reader, and if the underlined headings are inconsistent with the other text, the underlined text shall be disregarded.

Section 7. Tax Exempt Financing. If at any time the Academy determines that it is in the best interests of the Academy to obtain financing from the Finance Authority or any other type of financing that is tax-exempt pursuant to the Internal Revenue Code of 1986, as amended, then the parties hereby agree that this Agreement shall be automatically amended for the sole and limited purpose of compliance with IRS Revenue Procedure 2017-13, and/or its progeny. Any such automatic amendment shall be as limited as practicable, and the parties shall promptly execute a written agreement reflecting such amendment, but the failure of the parties to do so shall not affect the effectiveness of the automatic amendment referenced above; provided, however, that any such amendment shall be consistent with applicable law, the Contract, and the Authorizer's Educational Service Provider Policies.

Section 8. Waiver. No waiver of any portion of this Agreement shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly stated in writing.

Section 9. Severability. The invalidity of any portion or term of this Agreement shall not affect the remaining portions or terms of this Agreement. In the event a portion or a term of this Agreement is deemed invalid, the parties shall cooperatively work together to modify the invalid portion or term as minimally as possible to cure the invalidity, while at all times preserving the spirit and purpose of the applicable portion or term.

Section 10. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.

Section 11. No Third Party Rights. This Agreement is made for the sole benefit of the Academy and CSP. Except as otherwise expressly provided herein, nothing in this Agreement shall create or be deemed to create a relationship between the parties, or either of them individually with any third person, third party beneficiary, fiduciary, or the Authorizer.

Section 12. Survival of Termination. All representations, warranties, indemnities, and non-disclosures/confidentiality obligations made in this Agreement shall survive any termination or expiration of this Agreement without limitation.

Section 13. Delegation of Authority; Compliance with Laws. Nothing in this Agreement shall be construed as delegating to CSP any of the powers or authority of the Board which are not subject to delegation by the Board in accordance with the Contract and all applicable laws. The parties agree to comply with all applicable laws.

Section 14. Execution. The parties may execute this Agreement by facsimile or in counterparts. A facsimile or photographic copy of this Agreement may be relied upon by either party, or any third party, as if it were an original signature copy. If this Agreement is executed in counterparts, the separate counterpart signature pages shall be combined and treated by the parties, or any third party, as if the separate counterpart signature pages were part of one original signature copy.

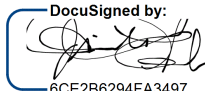
Section 15. Review by Independent Counsel. The parties agree that each has reviewed, or had the opportunity to review, this Agreement with its own independent legal counsel prior to the execution of this Agreement.

Section 16. Limitation of Liability. EXCEPT FOR AMOUNTS EXPRESSLY DUE AND OWING UNDER THIS AGREEMENT, EACH PARTY'S TOTAL LIABILITY TO THE OTHER AND ANY THIRD PARTIES UNDER OR ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNTS PAID OR DUE AND OWING BY THE ACADEMY TO CSP HEREUNDER. THIS LIMITATION DOES NOT APPLY TO ANY AMOUNTS OWED PURSUANT TO A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT.

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

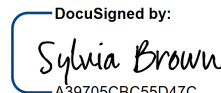
The Academy:

**GEORGE WASHINGTON CARVER
ACADEMY**, a Michigan public school academy

By:  _____
6CE2B6294FA3497...

Its: Board President

**GEORGE WASHINGTON CARVER
ACADEMY**, a Michigan public school academy

By:  _____
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Its: Superintendent

CSP:

CS PARTNERS, INC., a Michigan corporation

By:  _____
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Its: CEO

CSP MANAGEMENT, INC., d/b/a **PARTNER SOLUTIONS FOR SCHOOLS**, a Michigan corporation

By:  _____
2ED59B5205434FA...

Its: CEO

Exhibit A
to
SERVICES AGREEMENT

The purpose of this Exhibit A is to set forth and define the Services to be provided by CSP pursuant to the Agreement.

**EDUCATIONAL MANAGEMENT SERVICES
TO BE PROVIDED BY CS PARTNERS**

A. CSP shall implement the Educational Program (defined in Article I, Section 2 of the Agreement). Modification of the Educational Program as provided in the Contract may only occur with the prior written consent of the Board and, if required, an amendment to the Contract which requires Authorizer approval.

B. CSP may perform functions other than Instruction, including but not limited to purchasing, professional development and administrative functions off-site (i.e., not on the Academy property), unless prohibited by applicable laws. Student records, which are the property of the Academy, and books and records of the Academy, shall be maintained by CSP and available at the Academy's site.

C. Although the Board shall be responsible for establishing and implementing recruitment and admission policies in accordance with the Educational Program and the Contract, CSP shall enroll students for the Academy in accordance with such Board policies provided that said policies are in compliance with the Contract and applicable laws.

D. CSP shall provide student due process hearings in compliance with all applicable laws, to an extent consistent with the Academy's own obligations as to students only (and not as to faculty). The Board hereby retains the right to provide due process, as required by law, if desired.

E. CSP shall administer and provide the Educational Program in a manner which shall meet the requirements imposed under the Contract and applicable laws, unless such requirements are waived by the Academy. The Academy hereby agrees to interpret State and local regulations within the confines of applicable law in order to give CSP flexibility and freedom to implement the Educational Program in CSP's desired manner.

F. In order to supplement and enhance the School Aid payments received from the State of Michigan, and improve the quality of education at the Academy, CSP may assist the Academy's efforts to obtain additional revenue from other sources (the "Additional Revenue"), and in this regard:

1. the Academy and/or CSP with prior approval of the Board may solicit and receive grants and donations in the name of the Academy from various funding sources consistent with the mission of the Academy;

2. the Academy and/or CSP with prior Board approval may apply for and receive grant money in the name of the Academy from various funding sources;
3. to the extent permitted under the Code and Contract, and with the approval of the Board, CSP or the Academy 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; and
4. all Additional Revenue shall inure to and be deemed the property of the Academy (however, as provided in the Article IV, Section 1 of the Agreement, the Fee may apply against all such Additional Revenue).

G. CSP shall not act in a manner which will cause the Academy to be in breach of its Contract with the Authorizer.

H. CSP shall provide reasonably requested or expected information to the Board on a monthly basis, or upon the Board's reasonable request, to enable the Board to monitor CSP's performance under this Agreement.

I. CSP shall be directly accountable to the Board for the administration, operation, and performance of the Academy in accordance with the Contract. CSP's obligation to provide the Services is expressly limited by the budget approved by the Board pursuant to the terms of this Agreement. The Services shall be funded by the Academy budget, and neither CSP nor the Academy shall be permitted to expend Academy funds on the Services in excess of the amount set forth in the Academy Budget.

J. CSP in conjunction with the Superintendent shall implement pupil performance evaluations consistent with the Educational Program, which permit evaluation of the educational progress of each Academy student. CSP shall be responsible for and accountable to the Board for the performance of students who attend the Academy. At a minimum, CSP shall utilize assessment strategies required by the Educational Program. The Academy and CSP will cooperate in good faith to identify other measures of and goals for students and school performance.

K. CSP in conjunction with the Superintendent shall plan and supervise special education services to students who attend the Academy. CSP or the Academy may contract these services if it determines that it is necessary and appropriate for the provision of services to students with special needs, or if instruction cannot be met within the Academy's program. Such services shall be provided in a manner that complies with applicable laws.

L. CSP in conjunction with the Superintendent shall be responsible for all of the management, operation, administration, and education at the Academy which includes, but is not limited to:

1. implementation and administration of the Educational Program and the selection and acquisition of instructional materials, equipment and supplies approved by the Board as required by the Contract and applicable law;

2. management of all personnel functions, including professional development for all instructional personnel and the personnel functions outlined in this Agreement;
3. all aspects of the business administration (as determined and as generally understood in the industry) of the Academy as agreed between CSP and the Board;
4. any function necessary or expedient for the administration of the Academy consistent with the Educational Program, or otherwise approved by the Board.

M. Except as otherwise provided in this Agreement, CSP shall keep all student, educational, and financial records relating to the Academy available at the Academy site, and the same shall be available for public inspection upon reasonable request consistent with applicable laws. All student, educational and financial records pertaining to the Academy will remain the property of the Academy and such records are subject to the provisions of the Michigan Freedom of Information Act. All Academy records shall be physically or electronically available, upon request, at the Academy's physical facilities. If CSP receives information that is part of a pupil's education records from any source as permitted under the Code, CSP shall not sell or otherwise provide the information to any other person except as provided under MCL 380.1136. Except as permitted under the Contract and applicable law, CSP shall not restrict the Authorizer's or the public's access to the Academy's records. All records shall be kept in accordance with the Contract and applicable state and federal requirements. All finance and other records of CSP related to the Academy will be made available to the Academy, the Academy's independent auditor, or the Authorizer's Charter Schools Office, upon request.

BUSINESS/FINANCE SERVICES TO BE PROVIDED BY CS PARTNERS

N. CSP shall provide the Board with:

1. a projected annual budget prior to July 1st of each school year, related to the Services in accordance with the Contract and the Educational Program which budget shall include a budget reserve amount as determined by the Board;
2. monthly financial statements provided not less than eight (8) working days prior to the Academy Board meeting at which the information will be presented and discussed and in a form and format acceptable to the Board. These financial statements shall include (at a minimum): a balance sheet, an object level detailed statement of revenues, expenditures and changes in fund balance that includes a comparison of budget-to-actual information, and an explanation of variances;
3. facilitate the annual audit in compliance with applicable laws showing the manner in which funds are spent at the Academy, however, it is acknowledged that only the Academy shall select, evaluate, replace, and retain independent auditors and the Academy shall contract directly with any auditor of its choice, and CSP will cooperate with the production of any and all documents necessary for the audit. Any such audit shall be the property of the Academy; and
4. other information as reasonably requested by the Board to enable the Board to monitor CSP's performance under the Agreement.

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

**HUMAN RESOURCES SERVICES
TO BE PROVIDED BY CSP**

P. CSP shall work with the Superintendent to recommend staffing levels to the Board, and select, evaluate, assign, discipline and transfer personnel, consistent with applicable laws, and consistent with the parameters adopted and included within the Academy's budget and the Educational Program.

Q. CSP shall work with the Superintendent to provide the Academy with such teachers, qualified in the applicable grade levels and subjects approved by the Board and consistent with the Contract and applicable law. CSP shall ensure that the curriculum taught by the Academy's teachers is the curriculum set forth in the Contract. Such teachers may also provide instruction at the Academy on a full or part time basis. If assigned to the Academy on a part-time basis, such teachers may also provide instruction at another institution, or other locations approved by Partner Solutions for Schools. Each teacher assigned to the Academy shall meet and maintain all necessary requirements as established by the Michigan Department of Education, the Authorizer, and State and federal law.

R. CSP shall work with the Superintendent to provide the Academy with such support staff, qualified in the areas required. The parties anticipate that such support staff may include clerical staff, administrative assistants, bookkeeping staff, maintenance personnel, and the like. Such support staff may, in the discretion of Partner Solutions for Schools, provide services at the Academy on a full or part-time basis. If assigned to the Academy on a part-time basis, said support staff may also provide services at another institution, or other locations approved by Partner Solutions for Schools.

S. Since, except as specified in this Agreement, all teaching, support staff and other non-teaching personnel performing functions on behalf of the Academy, shall be employees of Partner Solutions for Schools, compensation of all employees of Partner Solutions for Schools shall be paid by Partner Solutions for Schools upon receipt of funds from the Academy. For purposes of the Agreement and this Exhibit, "compensation" shall include salary and benefits. Partner Solutions for Schools shall pay its portion of social security, unemployment, and any other taxes required by law to be paid on behalf of its employees assigned to the Academy. Unless required by applicable laws, Partner Solutions for Schools shall not make payments to the Michigan Public School Employees' Retirement System or any other public retirement system on behalf of its employees.

T. Partner Solutions for Schools will complete and sign all necessary 401K regulatory and plan documents for its employee benefits plan as required by law and as fiduciary agent of the plan.

CONTRACT SCHEDULE 6

PHYSICAL PLANT DESCRIPTION

Physical Plant

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Physical Plant Description	6-1
Site Plan	6-3
Occupancy Approval	6-4
Mortgage Agreement	6-5

SCHEDULE 6

PHYSICAL PLANT DESCRIPTION

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

2. The address and a description of the proposed physical plant (the "Proposed Site") of the George Washington Carver Academy ("Academy") is as follows:

Address: 14510 2nd Ave
Highland Park, MI 48203

Description: The building is a one-story brick schoolhouse.

Term of Use: Term of Contract.

Configuration of Grade Levels: Kindergarten through eighth grade

Name of School District and Intermediate School District:

Local: Highland Park Public Schools
ISD: Wayne RESA

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

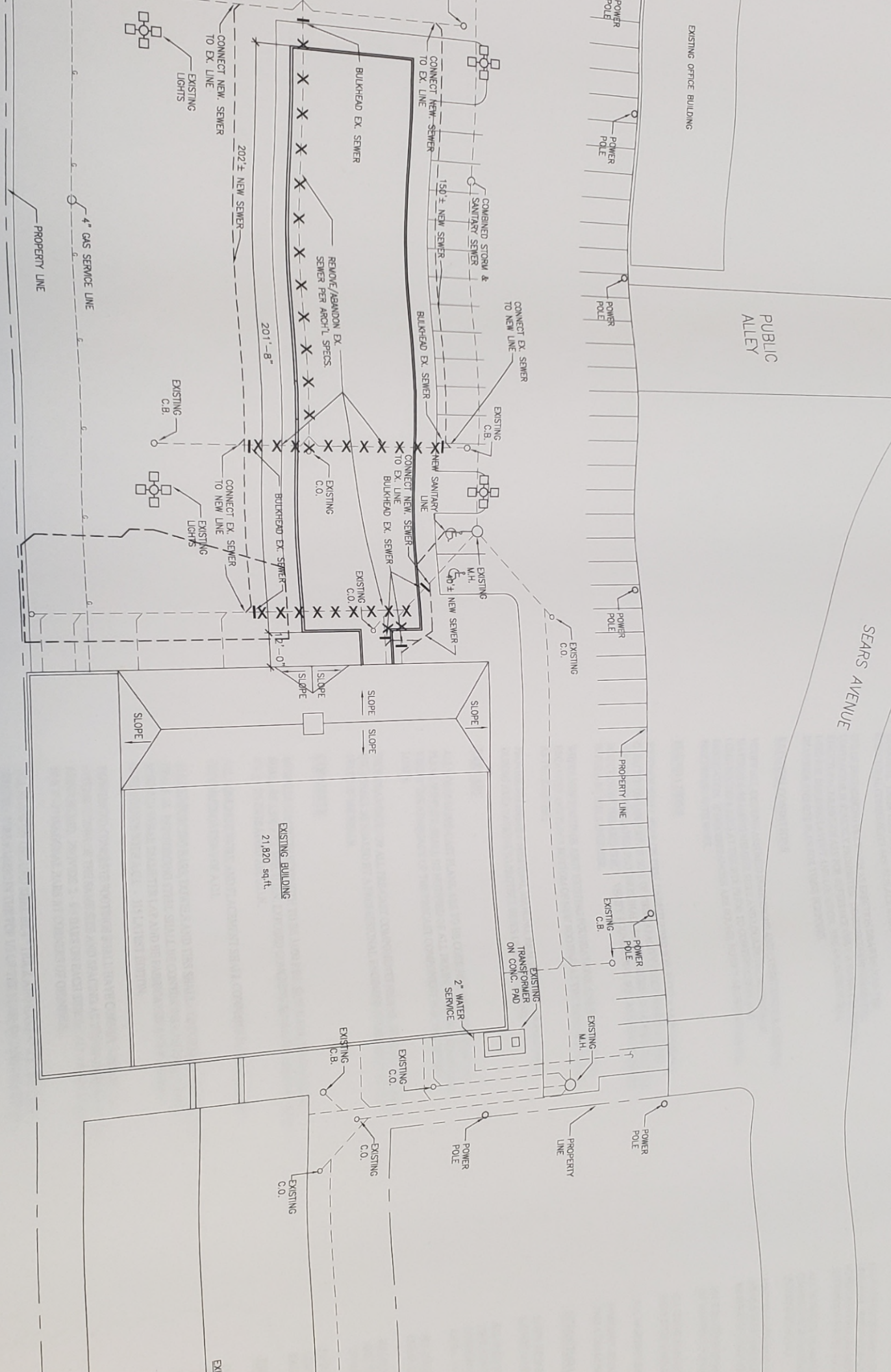
- A. Size of building
- B. Floor Plan
- C. Description of Rooms
- D. Copy of lease or purchase agreement

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

5. If the Proposed Site described above is not used as the physical facilities for the Academy, then Schedule 6 of this Contract between the Academy and the College Board must be amended pursuant to Article IX of the Terms and Conditions of Contract, to designate, describe, and agree upon the Academy's physical facilities. The Academy must submit to the College Board or its designee complete information about the new site to be actually used. This

information includes that described in paragraphs 2, 3 and 4 of this Schedule 6. It is acknowledged and agreed that the public school academy cannot conduct classes as a public school in this state until it has submitted all the information described above, to the satisfaction of the College, and the amendment regarding the new site has been executed.

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



PUBLIC ALLEY

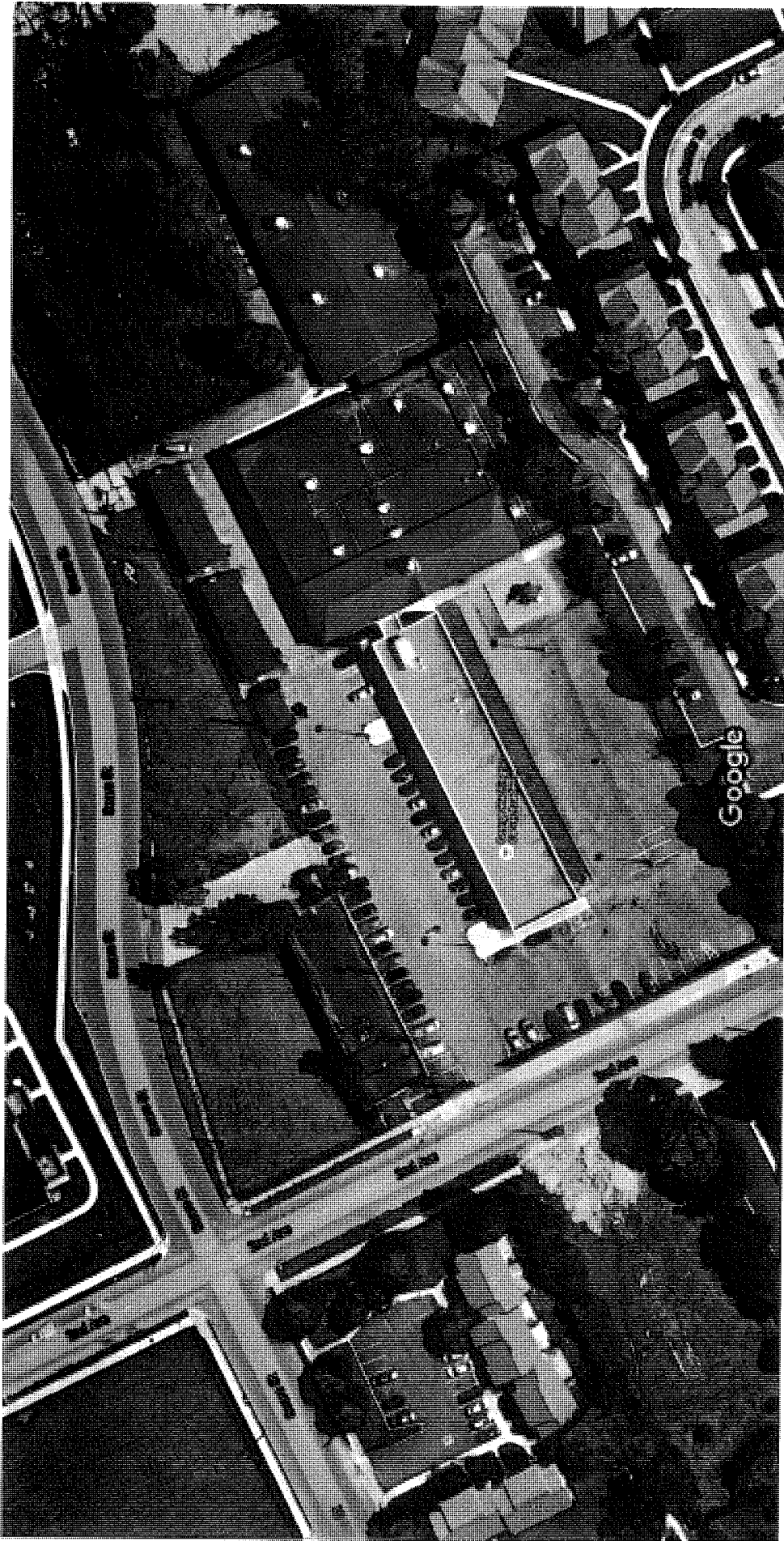
SEARS AVENUE

EXISTING BUILDING
21,820 sq. ft.

PROPERTY LINE

GRADING & UTILITIES
SCALE: 1:300

George Washington Carver Academy



CERTIFICATE OF USE AND OCCUPANCY

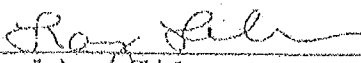
PERMANENT

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

Building Permit No. LB018743
George Washington Carver Academy
14510 2nd Ave
Highland Park, MI
Wayne County

The above named building of Use Group E and Construction Type 2B 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. Curils, Assistant Chief
Building Division

September 24, 2004

Execution

MORTGAGE AGREEMENT

from

GEORGE WASHINGTON CARVER ACADEMY, AS MORTGAGOR

to

MJK CAPITAL CORPORATION, AS MORTGAGEE

Dated as of September 1, 2000

This Mortgage contains after-acquired property provisions.

Tax Statement for the real property described
in this instrument should be sent to:

George Washington Carver Academy
14510 Second Avenue
Highland Park, Michigan 48203-5715

Inquiries directed to:

Robert Weyhing, Esq.
Clark Hill P.L.C.
500 Woodward Avenue
Suite 3500
Detroit, Michigan 48226

This instrument was drafted by:

Dorsey & Whitney LLP
220 South Sixth Street
Minneapolis, Minnesota 55402

THIS MORTGAGE AGREEMENT, dated as of September 1, 2000, from George Washington Carver Academy (being herein called the "Mortgagor"), a public school academy operating under the laws of the State of Michigan, to MJK Capital Corporation, a corporation duly organized and existing under the laws of the State of Minnesota (together with any successor to its interest hereunder being herein called the "Mortgagee");

WITNESSETH

WHEREAS, the Mortgagor is the owner of certain real property located in the County of Wayne, State of Michigan, legally described in Exhibit A attached hereto and made a part hereof (the "Land"), and Mortgagee has financed the Land and the buildings, structures and improvements located thereon for the Mortgagor by a Financing Agreement dated as of the date hereof (the "Agreement") providing for monthly payments (the "Purchase Payment Deposits") and semi-annual payments (the "Purchase Payments"); and

WHEREAS, each Purchase Payment is allocated as between a payment of principal and a payment of interest (the aggregate of unpaid principal payments being the "Unpaid Principal Component" and the accrued and unpaid interest thereon being the "Unpaid Interest Component") and the Unpaid Principal Component is initially equal to \$7,100,000; and

WHEREAS, this Mortgage is being entered into to provide Mortgagee with a lien on the Land to secure the payment of the Unpaid Principal Component and the Unpaid Interest Component under the Agreement; and

WHEREAS, the Mortgagee has required, as a condition to the issuance of the Agreement, that the Agreement be secured by this Mortgage;

NOW, THEREFORE, THIS MORTGAGE WITNESSETH:

SECTION 1

GRANTING CLAUSES

In consideration of the funds to be made available to the Mortgagor by the Mortgagee, and to secure the payment of the Unpaid Principal Component and the Unpaid Interest Component (which amounts shall remain secured hereby even upon a termination of the Agreement for any reason) and the performance and observance by the Mortgagor of all covenants, agreements and conditions on the Mortgagor's part to be performed and observed herein and in the Agreement, the Mortgagor does hereby grant, bargain, sell, convey, mortgage,

grant, a security interest in, assign and pledge unto the Mortgagee and the Mortgagee's successors and assigns forever all of the right, title and interest of the Mortgagor in and to the following described premises and property (hereinafter collectively referred to as the "Mortgaged Property"):

(a) the Land and all buildings, structures and improvements now on or that may hereafter be placed hereafter on the Land (the "Facilities");

(b) any and all items of fixtures owned by the Mortgagor now or hereafter attached to or installed within or used in connection with the Land and the Facilities, including, but not limited to, any and all partitions, screens, awnings, motors, engines, boilers, furnaces, pipes, plumbing, elevators, cleaning, call and sprinkler systems, fire extinguishing apparatus and equipment, water tanks, gasoline pumps and related equipment, heating, ventilating, air conditioning and air cooling equipment, refrigeration equipment, and gas and electric machinery, appurtenances and equipment, whether or not permanently affixed to the real estate (all such items being referred to herein as the "Fixtures");

(c) all additions, accessions, increases, parts, fittings, accessories, renewals, replacements, substitutions, betterments, repairs and proceeds (including insurance proceeds and condemnation awards) of all and any of the foregoing;

(d) all rents, issues, income and profits from any and all of the foregoing and the right to collection thereof.

TO HAVE AND TO HOLD the Mortgaged Property together with the privileges, hereditaments and appurtenances thereunto belonging or appertaining unto the Mortgagee and the Mortgagee's successors and assigns forever;

SUBJECT TO Permitted Encumbrances (as defined in the Agreement);

PROVIDED, NEVERTHELESS, that these presents are upon the express condition that if the Mortgagor shall pay or cause to be paid the Unpaid Principal Component and the Unpaid Interest Component, and all other amounts due or to become due under the Agreement or the Trust Agreement, at the times and in the manner specified therein according to the true intent and meaning thereof, and the Mortgagor shall well and truly keep, perform and observe all of the covenants and conditions on its part to be kept, performed and observed under this Mortgage and

the Agreement, then this Mortgage and the rights hereby granted shall cease, terminate and be void; otherwise, this Mortgage shall be and remain in full force and effect.

THE MORTGAGOR and THE MORTGAGEE further agree as follows:

SECTION 2

DEFINITIONS AND GENERAL PROVISIONS

2.1 Definitions. Unless the context hereof clearly requires otherwise, the terms defined in the Agreement shall, when used with initial capital letters herein, have the meanings ascribed to them in the Agreement.

2.2 Exhibit. Attached to and by reference made a part of this Mortgage is Exhibit A, a legal description of the Land and a list of Permitted Encumbrances.

2.3 Rules of Interpretation.

(a) This instrument shall be interpreted in accordance with and governed by the laws of the State of Michigan.

(b) The words "herein" and "hereof" and words of similar import, without reference to any particular section or subdivision, refer to this instrument as a whole rather than to any particular section or subdivision hereof.

(c) References herein to any particular section or subdivision hereof are to the section or subdivision of this instrument as originally executed.

(d) The headings of sections herein are for convenience only and are not a part of this instrument.

(e) Unless the context hereof clearly requires otherwise, the singular shall include the plural and vice versa, and the masculine shall include the feminine and vice-versa.

SECTION 3

REPRESENTATIONS OF THE MORTGAGOR

The Mortgagor represents and warrants that the Mortgagor is the lawful owner of and has good and marketable title to the Mortgaged Property, free of all liens and encumbrances, other than Permitted Encumbrances, and has good right and lawful authority to grant, bargain, sell, convey, mortgage, grant a security interest in, assign and pledge the same as provided herein.

SECTION 4

COVENANTS OF THE MORTGAGOR

The Mortgagor covenants and agrees as follows:

4.1 Further Instruments of Assurance. The Mortgagor shall do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such mortgages or instruments supplemental hereto and such further acts, instruments and transfers as the Mortgagee may reasonably require for the better assuring, transferring, assigning and confirming unto the Mortgagee an of the Mortgaged Property; and the Mortgagor shall not make, do, execute or suffer any act or thing whereby the Mortgagor's estate or interest in or title to the Mortgaged Property or any part thereof shall or may be impaired or charged or encumbered in any manner whatsoever without the written consent of the Mortgagee, except as permitted by the Agreement and except by Permitted Encumbrances.

4.2 Compliance with Laws. The Mortgagor shall comply with all laws, ordinances, rules and regulations of any governmental authority affecting the Mortgaged Property to which the Mortgagor or the Mortgaged Property is subject.

4.3 Payment of Purchase Payments and Purchase Payment Deposits. The Mortgagor shall promptly pay or cause to be paid the Purchase Payments and Purchase Payment Deposits due under the Agreement in accordance with the terms and provisions of the Agreement.

4.4 Governmental Reports. The Mortgagor shall file or cause to be filed or furnished all reports, returns or other information that may from time to time be required to be filed or furnished with respect to the Project or the Mortgaged Property by a governmental authority.

SECTION 5

RELEASE OF AND ADDITIONS TO MORTGAGED PROPERTY

5.1 Release of Mortgaged Property. The Mortgagee shall have the right at any time, and from time to time, at its discretion, to release from the lien of this Mortgage all or any part of the Mortgaged Property without in any way prejudicing its rights with respect to all of the Mortgaged Property not so released.

5.2 Additions to Mortgaged Property. In the event any additional improvements or fixtures owned by the Mortgagor, or not herein specifically identified shall be or in the future become a part of the Mortgaged Property by location or installation on the Land or otherwise, then this Mortgage shall immediately attach and to and constitute a lien or security interest against such additional items without further act or deed of the Mortgagor.

SECTION 6

INSURANCE PROCEEDS AND CONDEMNATION AWARDS

6.1 Application of Insurance Proceeds. Should any of the Mortgaged Property be damaged or destroyed, all proceeds of insurance maintained pursuant to the Agreement and payable with respect to the Mortgaged Property so damaged or destroyed shall be collected and applied in accordance with the Agreement.

6.2 Application of Condemnation Awards. Should any of the Mortgaged Property be taken by exercise of the power of eminent domain, any award or consideration for the property so taken shall be collected and applied in accordance with the Agreement.

SECTION 7

DEFAULTS AND REMEDIES

7.1 Events of Default. If any of the following events occurs, it is hereby defined as and declared to be and to constitute an Event of Default:

- (a) an Event of Default shall occur under the Agreement;

(b) the Mortgagor shall fail to pay, when due, any other indebtedness imposed by this Mortgage and such failure to pay continues for thirty (30) days after written notice of such failure to pay given by the Mortgagee to the Mortgagor,

(c) the Mortgagor shall fail to perform any other covenant to be performed by the Mortgagor under this Mortgage or the Agreement and such failure to perform continues for thirty days after written notice thereof given by the Mortgagee to the Mortgagor, unless such default is incapable of being cured within 30 days, in which case Mortgagor shall be allowed such additional time as is reasonably necessary to cure the default with diligence;

(d) any warranty of title made by the Mortgagor in this Mortgage shall be breached;

(e) any representation or warranty made by the Mortgagor in any financial statements or reports submitted to the Mortgagee by or on behalf of the Mortgagor shall prove false or materially misleading;

(f) any representations made by or on behalf of the Mortgagor under the Agreement, this Mortgage or in any document or certificate furnished to the Mortgagee in connection herewith or pursuant hereto shall prove at any time to be incorrect or misleading in any material respect as of the date made;

(g) the Mortgagor shall abandon the Mortgaged Property; or

(h) the Mortgagor shall sell, transfer, convey or dispose of all or any part of or interest in the Mortgaged Property, or shall grant or permit any lien or encumbrance upon all or any part thereof or interest therein (except as permitted under the Agreement and the Trust Agreement).

7.2 Acceleration. Upon the occurrence of an Event of Default, the Mortgagee may declare the Unpaid Principal Component and the Unpaid Interest Component under the Agreement, together with all sums advanced hereunder with interest thereon, to be forthwith due and payable, and thereupon the indebtedness under the Agreement, including the Unpaid Principal Component and the Unpaid Interest Component, and together with all sums advanced hereunder and interest thereon, shall be and become immediately due and payable without presentment, demand or notice of any kind.

7.3 Remedies of Mortgagee. Upon the occurrence and continuance of an Event of Default entitling the Mortgagee to accelerate the maturity of the Agreement, or in case the indebtedness under the Agreement shall have become due and payable, whether by lapse of time or by acceleration, then and in every such case the Mortgagee may (a) proceed to protect and enforce the Mortgagee's rights by a suit or suits in equity or at law, either for the specific performance of any covenant or agreement contained herein, or in the Agreement or in aid of the execution of any power herein or therein granted, or for the foreclosure of this Mortgage, or for the enforcement of any other appropriate legal or equitable remedy, or (b) sell the Mortgaged Property as one parcel at public auction and convey the same to the purchaser in fee simple in the manner provided by law.

In case of any sale of the Mortgaged Property pursuant to any judgment or decree of any court or otherwise in connection with the enforcement of any of the terms of this Mortgage, the Mortgagee, or the Mortgagee's successors or assigns, may become the purchaser, and for the purpose of making settlement for or payment of the purchase price, shall be entitled to use indebtedness under the Agreement and any claims for interest matured and unpaid thereon, together with additions to the mortgage debt, if any, accrued in order that there may be credited as paid on the purchase price the sums then due under the Agreement, including the Unpaid Principal Component and the Unpaid Interest Component, and any accrued additions to the mortgage debt.

Each and every power or remedy herein specifically given shall be in addition to every other power or remedy, existing or implied, given or now or hereafter existing at law or in equity, and each and every power and remedy herein specifically given or otherwise so existing may be exercised from time to time and as often and in such order as may be deemed expedient by Mortgagee, and the exercise or the beginning of the exercise of one power or remedy shall not be deemed a waiver of the right to exercise at the same time or thereafter any other power or remedy.

7.4 Appointment of Receiver. After the happening of any Event of Default and during its continuance or upon the commencement of any proceedings to foreclose this Mortgage or to enforce the specific performance hereof or in aid thereof or upon the commencement of any other judicial proceeding to enforce any right of the Mortgagee, the Mortgagee shall be entitled, as a matter of right, if the Mortgagee shall so elect, without the giving of notice hereunder to any other party and without regard to the adequacy or inadequacy of any security for the mortgage indebtedness, forthwith either before or after declaring the indebtedness under the Agreement and the Trust Agreement to be due and payable, to the appointment of a receiver or receivers in accordance with Michigan law.

7.5 Application of Proceeds. The purchase money proceeds and avails of any sale of the Mortgaged Property or any part thereof, and the proceeds and avails of any other remedy hereunder, shall be paid to and applied in the following order:

(a) first, to the payment of costs and expenses of foreclosure and of such sale and of all proper expenses (including maximum attorney's fees permitted by law), and all liabilities incurred or advances made hereunder by the Mortgagee;

(b) second, to the payment to the Mortgagee of the amount then owing or unpaid under the Agreement and this Mortgage for principal and interest and in case any such proceeds shall be insufficient to pay the whole amount so due, then first to the payment of interest and then to the payment of principal; and

(c) third, to the payment of any excess to the Mortgagor, its successors and assigns, or to whomsoever may be lawfully entitled to receive the same.

7.6 Termination of Proceedings . In case the Mortgagee shall have proceeded to enforce any right under this Mortgage by foreclosure, sale, entry or otherwise, and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely, then and in every such case the Mortgagor and the Mortgagee shall be restored to their former positions and rights hereunder with respect to the property subject to the lien hereof.

7.7 Protection of Mortgagee's Security. If the Mortgagor fails to perform any of the covenants and agreements contained in this Mortgage or if any action or proceeding is commenced which does or may adversely affect the Mortgaged Property or the interest of either of the Mortgagor or the Mortgagee therein, or the title of the Mortgagor thereto, then the Mortgagee, at the Mortgagee's option, may perform such covenants and agreements, defend against and/or investigate such action or proceeding, and take such other action as the Mortgagee deems necessary to protect the Mortgagee's interest, as provided in, and subject to the limitations of, the Agreement. The Mortgagee is hereby given the power of attorney (which power is coupled with an interest and is irrevocable), to enter upon the Mortgaged Property as the Mortgagor's agent and in the Mortgagor's name to perform any and all covenants and agreements to be performed by the Mortgagor as herein provided. All amounts disbursed or incurred by the Mortgagee pursuant to this Section 7.7 shall be payable upon demand, and shall bear interest from the date of disbursement or incurrence at the rate specified in the Agreement. Nothing contained in this Section 7.7 shall require the Mortgagee to incur any expense or do any act

hereunder, and the Mortgagee shall not be liable to the Mortgagor for any damages or claims arising out of action taken by the Mortgagee pursuant to this Section 7.7.

7.8 Waiver of Default. The Mortgagee may in the Mortgagee's discretion waive any Event of Default hereunder and its consequences and rescind any declaration of acceleration of principal.

7.9 Forbearance not Waiver. Any delay by the Mortgagee in exercising any right or remedy under this Mortgage, or otherwise afforded by law or equity shall not be a waiver of or preclude the exercise of such right or remedy or any other right or remedy. The Mortgagee's receipt of any awards, proceeds or damages under Sections 6.1 and 6.2 shall not operate to cure or waive an Event of Default by the Mortgagor hereunder.

SECTION 8

FURTHER RIGHTS AND PROTECTION OF MORTGAGEE

8.1 Right of Inspection. Mortgagor hereby agrees that Mortgagee and Mortgagee's assigns (including, without limitation, the Trustee and the Beneficial Owner) shall have the right at all reasonable times to examine and inspect the Project. Mortgagor further agrees that Mortgagee and Mortgagee's assigns (including, without limitation, the Trustee) shall have such rights as may be reasonably necessary to cause the proper maintenance of the Project in the event of failure by Mortgagor to perform its obligations hereunder.

8.2 Right of Mortgagee to Pay Taxes and Other Charges. If the Mortgagor shall fail to comply with the terms, covenants and conditions hereof, of the Agreement, of the Trust Agreement or any other documents relating thereto with respect to the procuring of insurance, the payment of taxes, assessments and other charges, the keeping of the Mortgaged Property in repair or any other term, covenant or condition herein or therein contained, the Mortgagee may make advances to perform the same and, where necessary, enter the Mortgaged Property for the purpose of performing any such term, covenant or condition. The Mortgagor agrees to repay all sums so advanced upon demand, with interest at the rate of 12% per annum or the maximum rate specified by law, whichever is lower, and all sums so advanced, with interest, shall be secured hereby in priority to the indebtedness evidenced by the Agreement and the Trust Agreement, but no such advance shall be deemed to relieve the Mortgagor from any default hereunder.

8.3 Mortgagee Protected in Relying Upon Resolutions, Etc. The resolutions, orders, requisitions, opinions, certificates, and other instruments provided for in this Mortgage may be accepted by the Mortgagee as conclusive evidence of the facts and conclusions stated therein.

8.4 Reimbursement of Mortgagee . If any action or proceeding be brought or threatened (except an action to foreclose this Mortgage), to which action or proceeding the Mortgagee is or would be made a party, or in which it is or would become necessary, in the Mortgagee's reasonable opinion, to defend or uphold the lien of this Mortgage, or to protect the Mortgaged Property or any part thereof, all reasonable sums paid by the Mortgagee to establish or defend the rights and lien of this Mortgage or to protect the Mortgaged Property or any part thereof (including reasonable attorney's fees, and costs and allowances) shall, irrespective of whether suit be brought or not, be paid, upon demand, to the Mortgagee by the Mortgagor, together with interest at the rate of 12% per annum, and any such sum or sums and the interest thereon shall be secured hereby in priority to the indebtedness evidenced by the Agreement and the Trust Agreement.

SECTION 9

MISCELLANEOUS

9.1 Supplements or Amendments to this Mortgage. This instrument may be supplemented or amended by written agreement between the Mortgagor and the Mortgagee, but solely in accordance with the provisions of the Agreement and the Trust Agreement.

9.2 Severability. If any provision of this Mortgage shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions or in all cases because it conflicts with any provisions or any constitution or statute or rule of public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative, or unenforceable to any extent whatever.

The invalidity of any one or more phrases, sentences, clauses or paragraphs in this Mortgage contained shall not affect the remaining portions of this instrument or part thereof

9.3 Successors and Assigns . Whenever any of the parties hereto is referred to, such reference shall be deemed to include the heirs, representatives, successors and assigns of such party; and all covenants, promises, and agreements by or on behalf of the Mortgagor in this

Mortgage contained shall bind the Mortgagor and also the Mortgagor's successors and assigns, and shall inure to the benefit of the Mortgagee and the Mortgagee's successors and assigns, whether so expressed or not.

9.4 Notices. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered mail, postage prepaid, to the proper party or parties, addressed as follows:

If to the Mortgagor: George Washington Carver Academy
14510 Second Avenue
Highland Park, Michigan 48203-5715

If to the Mortgagee: MJK Capital Corporation
5500 Wayzata Boulevard, Suite 800
Minneapolis, Minnesota 55416

or addressed to any such party at such other address as such party shall hereafter furnish key notice to the other party.

9.5 Execution Counterparts. This Mortgage may be simultaneously executed in several counterparts, each of which without production of the others shall be deemed an original and all of which shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Mortgagor has caused this Mortgage to be executed as of the day and year first above written.

GEORGE WASHINGTON CARVER ACADEMY

By Sharon W. Harvey, Jr.
Its Board President

Witness:

By [Signature]
Name: DAVID C. KOCAB

By [Signature]
Name: SCOTT P. O'NEILL

STATE OF MICHIGAN)
) ss.
COUNTY OF ~~WAYNE~~)
 Oakland

The foregoing instrument was acknowledged before me this 28th day of September, 2000, by
Ivery Harvey, the Board President, of George Washington Carver Academy.

SCOTT P. O'NEILL
NOTARY PUBLIC, MACOMB COUNTY, MI
MY COMMISSION EXPIRES JANUARY 9, 2002

[Signature]
Notary Public

MJK CAPITAL CORPORATION

By Jay F. Hromatka
Its Vice President

Witness:

By David C. Kocars
Name: DAVID C. KOCARS

By Scott P. O'Neill
Name: SCOTT P. O'NEILL

STATE OF MICHIGAN)
) ss.
COUNTY OF ~~WAYNE~~)
) *Macomb*

The foregoing instrument was acknowledged before me this 28th day of September, 2000, by Jay F. Hromatka, the Vice President, of MJK Capital Corporation,

SCOTT P. O'NEILL
NOTARY PUBLIC, MACOMB COUNTY, MI
MY COMMISSION EXPIRES JANUARY 9, 2002

Scott P. O'Neill
Notary Public

EXHIBIT A

Description of Land

The Land is described as:

Situated in the City of Highland Park, Wayne County, Michigan:

All that part of Lot No. 8 in Quarter Section 5 of the ten thousand acre tract, in the City of Highland Park, County of Wayne and State of Michigan, described as follows: Beginning at the intersection of the North line of the ten thousand acre tract with the easterly line of Second Avenue, (60 feet wide); thence southerly along the easterly line of Second Avenue, which line is also the westerly line of Detroit Terminal Railroad Company property, 203.20 feet more or less, to a point in the southerly line of Detroit Terminal Railroad Company property; thence easterly along the said southerly line of Detroit Terminal Railroad Company property 453.5 feet to a point; thence northerly at right angles to last described course 201.33 feet, more or less, to a point in the North line of the ten thousand acre tract; thence westerly along the North line of the ten thousand acre tract, which line is also the northerly line of Detroit Terminal Railroad Company property, 453.5 feet, more or less to the point of beginning.

Also the westerly 453.05 feet on the southerly line and the westerly 452.99 feet on the northerly line of Lot 2, "Assessor's Highland Park Plat No. 1", of part of fractional Sections 13 and 14, Town 1 South, Range 11 East, as recorded in Liber 66 of Plats, on page 24, Wayne County Records.

Tax Item No. 43-006-01-0002-002

All that part of Lot 8 in quarter Section 5 of the ten thousand acre tract in the City of Highland Park, County of Wayne and State of Michigan, described as follows: Commencing at the intersection of the North line of the ten thousand acre tract with the easterly line of Second Avenue (60 feet wide); thence southerly along the easterly line of Second Avenue, which line is also the westerly line of Detroit Terminal Railroad Company property, South $26^{\circ}23'50''$ East 203.20 feet, to a point in the southerly line of Detroit Terminal Railroad Company property; thence North $63^{\circ}25'21''$ East 453.50 feet to the point of beginning; thence South $26^{\circ}23'49''$ East 121.36 feet; thence North $63^{\circ}25'21''$ East 192.03 feet; thence North $26^{\circ}23'49''$ West 121.36 feet; thence North $63^{\circ}25'21''$ East 192.03 feet to the point of beginning.

The Improvements consist of:

An approximately 36,000 square foot, single story building including twenty-three (23) classrooms, six (6) administrative offices, conference room, restrooms, media room, teachers' work room, multipurpose/gymnasium, kitchen, storage and mechanical rooms, as well as additional expansion thereof currently projected to be four (4) additional classrooms and gymnasium.

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

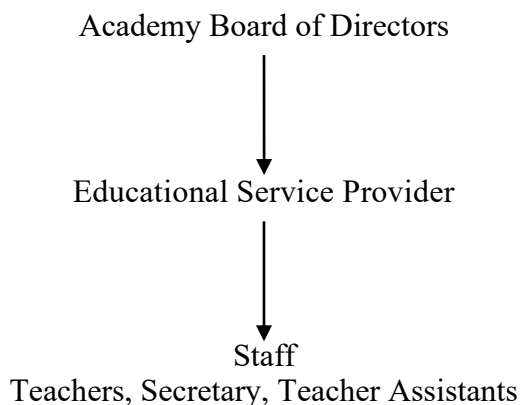
The College Board shall appoint the Board of Directors of the Academy (“Academy Board”). The Academy Board has all the powers and duties permitted by law to manage the business, property and affairs of the Academy. The Academy Board is responsible for assuring that the Academy operates according to the 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 George Washington Carver 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:

Jamille L. Edwards, President	Term Ending June 30, 2027
Sharmaine Robinson, Vice President	Term Ending June 30, 2026
Gerrajh W. Surles, Secretary	Term Ending June 30, 2025
Desmond M. Gibbons, Treasurer	Term Ending June 30, 2027
Dr. Caesar Mickens Jr., Director	Term Ending June 30, 2025

SECTION B

EDUCATIONAL GOALS

Pursuant to Applicable Law and Terms and Conditions 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 7b. Upon request, the Academy shall provide the Charter Schools Office with a written report, along with supporting data, assessing the Academy’s progress toward achieving this goal. In addition, the College Board 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, CSO will annually assess the Academy’s performance using the following measures:

Measure 1: Student Achievement

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

GRADES	METRICS	ACHIEVEMENT TARGETS
Grades 2-8 NWEA	The average grade-level scores in reading and math as measured by the Measure of Academic Progress (MAP) by NWEA	Students enrolled for three* or more years will on average achieve scores equal to or greater than the grade-level reading and math college readiness achievement targets identified in this schedule.
Grade 3-8 State Accountability Test (M-STEP and PSAT at Contract start date)	Percentage of students proficient on State Accountability Test	Students enrolled for three* or more years will on average achieve scores equal to or greater than proficiency score identified by the State.

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

Measure 2: Student Growth

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

Grades	Metrics	Growth Targets
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Grades 2-8 (NWEA Test must be administered in fall and in spring)	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.
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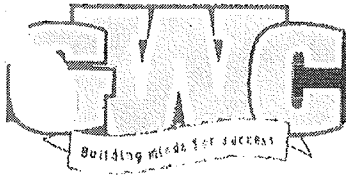
*The measure of student growth is the most important, but not the only factor the College Board considers when determining whether the Academy is “demonstrating measurable progress” toward the contractual goal of preparing students academically for success in college, work, and life. Some of the other factors considered are: the Academy’s comparative position within state accountability reports, required state test proficiency rates compared to surrounding district’s state test proficiency rates, the trend in the number of students reaching growth targets and achievement targets over the Contract term.

NWEA Achievement Targets

Grade	NWEA Reading End-of-Year Target	NWEA Math End-of-Year Target
K	157.7	159.1
1	176.9	179.0
2	189.6	191.3
3	199.2	203.1
4	206.7	212.5
5	212.3	221.0
6	216.4	225.6
7	219.7	230.5
8	222.4	234.5

SECTION C

EDUCATIONAL PROGRAMS



**George Washington
 Carver Academy**

EXHIBIT-F

George Washington Carver Academy has adopted and implemented the Curriculum Crafter Tool as a component in aligning and creating a viable curriculum. Curriculum crafter is available electronically and is accessible through:

Elementary/Middle School

The following subjects/courses are offered at the academy.

Course	K	1	2	3	4	5			
ELA	X	X	X	X	X	X			
Math	X	X	X	X	X	X			
Science	X	X	X	X	X	X			
S.S.	X	X	X	X	X	X			
P.E.	X	X	X	X	X	X			
Art	X	X	X	X	X	X			
Computer Technology	X	X	X	X	X	X			
Spanish	X	X	X	X	X	X			
<u>Learning.com</u>									
Study Dog	X	X	X						
Aha Math	X	X	X	X	X	X			
21 st Century Technology							X	X	X

The Academy is aligned to Michigan's Career and College Ready Standards (Common Core State Standards) and related state/national standards, and is developmentally sequenced based on grade level via a universal curriculum pacing map for K-8 Math and English Language Arts.

In addition, George Washington Carver Academy uses the Kent County Collaborated Core Curriculum (KC4) as an articulated K-8 standards-based curriculum in Science, Social Studies, Physical Education, Computers and Art. Each subject is aligned to grade-level content expectations and the Michigan Curriculum Framework. KC4 contains approximately ten standards per grade in each content area and provides a suggested sequence of instruction, assessments and resources. The curriculum and Instruction alignment is with the Michigan Curriculum Framework and National Math-NCTM, and Science AAAS Project 2061. It is used to inform instruction, and it meets the Michigan 1-5 testing mandate.

The curriculum reflects the academic components students should know and be able to do. Curriculum outcomes are derived from the mission of the school, long-range student goals (adult roles), a MEAP Item Analysis and Scantron performance analysis was completed in each of the core subjects, along with disaggregated data with regards to race, gender, economically disadvantaged and special education. In conjunction with this process teachers are provided with on-site training in core content areas.

The Academy uses the following process for curriculum development and delivery:

- The core curriculum defines student outcomes by specific demonstrable levels of achievement for each subject area and grade level.
- Instruction is geared towards achieving these outcomes.
- Student outcomes are assessed using a variety of Alternative and Authentic tools including, MEAP, Scantron Performance/Achievement Series, STAR Pre and Post Tests, Standards-Based Portfolios, Demonstrations, Projects, Teacher Observations, Service Learning and Science Fair projects.
- Programs have been adopted that provide for smooth integration of cross-curricular content across the grade levels.
- Teachers are provided with on-going, updated professional development activities.
- Curriculum materials provide students with a variety of opportunities to explore, investigate and apply desired skills.

The curriculum is individually adapted to meet the needs of students at all levels of achievement including high and low achievers. Each student was given a pre test for Reading and Math

utilizing the STAR Diagnostic Testing Program. The test gives a portfolio on each student listing their strengths and weaknesses in Reading and Math. The test gives the Zone of Proximal Development, Standard Score, Grade Equivalent, Percentile Ranking and Percentile Range. Each student is given a written synopsis of what he/she needs to work on to improve in Reading and Math. This information is shared with students and parents and placed in their portfolio. Accelerated Reading, Kidspiration/Inspiration and Study Island are used to assess students on an ongoing basis. A post-test is given in the spring to note growth.

MATH

George Washington Carver Academy currently utilizes Pearson's Scott Foresman series as the elementary Math Curriculum.

Kindergarten and 1st Grade (Diamond Edition)

The Scott Foresman math approach in the Diamond Edition is designed to make "connections" to other school subjects and to use a variety of teaching elements so that differing types of students can all be successful at math. Each chapter incorporates elements such as the "Instant Check System: Diagnosing Readiness," so that teachers can get a sense of whether students have a firm grasp of the foundation necessary for the new concept. Additional "Diagnostic Checkpoints" and the like ensure teachers always have a good feel for where students are at. "Cumulative Reviews" and "Test Prep" sections are designed to keep past material fresh in students' minds. The reading and other outside subject connections built into the curriculum mean that there are periodic cute stories for students to read, or pages with illustrations and bits of trivia about butterflies or the Roman Coliseum, with math exercises built around that theme.

There are many ancillary resources to assist with teaching the material from the main Scott Foresman math textbook. For worksheets, there are Practice Masters and Enrichment Masters books (answers are not in the books, so they can also be used as a workbook), for teaching help, there are the Teaching Tool Masters, the Assessment Sourcebook, Chapter File Folders, and Answer Key. Other helps are Every Student Learns, and the Home-School Connection book.

2nd Grade (Diamond Edition)

The approach to math in the Scott Foresman math Diamond Edition incorporates many "connections" to non-math subjects and teaches a variety of approaches to math. The books have many assessment options such as the "Instant Check System: Diagnosing Readiness." This gives teachers the opportunity to see if students have firm grasp of the foundation necessary for the

new concept. There are also other assessments, such as the “Diagnostic Checkpoints,” thus ensuring teachers always know just what level students are at. To help keep students fresh on previous concepts, “Cumulative Reviews” and “Test Prep” sections provide problems for study and review.

Scott Foresman math builds “connections” to reading and other outside subjects by having periodic short stories or poems about numbers or counting for the children to read, as well as sections with pictures and a bit of trivia about things like frogs or butterflies or history of the Roman Coliseum, and a few word problems of that theme.

There is no shortage of supplements to the basic Scott Foresman math text. Teachers can choose from Practice or Enrichment Masters book/workbook (reproducible or can be used as a workbook); the Assessment Sourcebook, Teaching Tool Masters, Answer Key, or Chapter File Folders. Teachers can also assist their students through Every Student Learns resource or the Home-School Connection book.

3rd Grade (Diamond Edition)

The Scott Foresman approach to math is bright and colorful and includes many “connections” to other subjects, in what some term the new math approach. There are many frequent opportunities for quick assessment of student progress, like the “Instant Check System: Diagnosing Readiness” or the “Diagnostic Checkpoints.” Additional comprehensive review sections and test preparation pages help students retain concepts and do well on tests.

The “connections” to other subjects consist of things like frequent short stories or poems to read. There are pages that include historical or nature trivia and combined with a few word problems built on that the given theme. There are also occasional instructions inviting students to “write a math story.”

There are many ancillary materials teachers can choose from. There are books that can be used either as reproducible masters or as workbooks (Practice Masters book/workbook or Enrichment Masters book/workbook). There is an Assessment Sourcebook, a Teaching Tool Masters book, and an Answer Key. Further resources available to assist and support learning are Every Student Learns and the Home-School Connection book.

4th Grade (Diamond Edition)

The bright and colorful Scott Foresman math from Scott Foresman uses what some term a “new math” approach. This means that an understanding of the “why” arithmetic works is stressed before or along with the “how” to do it correctly and the curriculum stresses many “connections”

to other subjects. Frequent quick assessments keep teachers abreast of student progress, such as “Instant Check System: Diagnosing Readiness” regular “Diagnostic Checkpoints.” There are also helpful comprehensive reviews and test preparation sections.

The curriculum includes many ancillary materials such as reproducible masters that can double as workbooks, teacher support such as Teaching Tools Masters book and Assessment Sourcebook, as well as Answer Key. Two more ancillaries that provide additional support are Every Student Learns and the Home-School Connection book.

5th Grade (Diamond Edition)

The Scott Foresman math curriculum from Pearson Education is a bright, colorful textbook based on something of a “new math” approach. The curriculum stresses “connections” with other non-math subjects. It takes the approach that an understanding of the “why” of arithmetic should be discussed and taught before or along with the “how” of working the problem correctly.

Strengths of the 5th grade math are frequent assessments, many ancillary materials, and much color and creativity. The chapters begin with “Diagnosing Readiness” assessment sections, and each section within a chapter ends with a “Diagnostic Checkpoint” assessment. There are nine different Scott Foresman math ancillary books plus an answer key available as a ten-book set or individually. The books have a lot of color in the headings and borders as well as many illustrations. Children are encouraged to creatively talk about explanations for why math works.

6th Grade (Diamond Edition)

The general approach of the Scott Foresman math curriculum tends toward what has been termed “new math.” It’s a very colorful textbook that stresses making “connections” to non-math subjects. There is an emphasis on having students discuss and think creatively about “why” arithmetic works the way it does before mastering “how” to perform it accurately and consistently, or at the same time as one learns to perform it.

In the 6th grade math book, some of the strengths teachers will note are frequent assessment opportunities, much color to draw the eye, creative opportunities, and a wide variety of ancillary materials available. There are assessment opportunities at the beginning (“Diagnosing Readiness”) and the end (“Diagnostic Checkpoint”) of each chapter. There are no less than ten Scott Foresman math ancillary books and materials (ten and an answer key). They are available as a set or individually. Some also consider it a strength that children are encouraged to creatively talk about why things work and to make frequent use of the calculator for simple problems.

7th Grade (Prentice Hall/Mathematics Course #2)

The Prentice-Hall mathematics series is designed to help students develop a deeper understanding of math through an emphasis on thinking, reasoning, and problem-solving. A mix of print and digital materials helps engage students with visual and dynamic activities alongside textbook instruction. Course 2 (Grade 7) presents a structured approach to a variety of topics such as ratios, percents, equations, inequalities, geometry, graphing, and probability.

In the Getting Ready to Learn portion of the textbook lesson, check your readiness exercises help students see where they might need to review before the lesson. Check skills you'll need list out the skills used in the lesson, and new vocabulary is listed before it's introduced. Sidebar helps tell students where to go for help in the textbook if they need to review, or note when an online tutor video is available. The lesson itself includes quick check problems for students to see if they understand the concept just introduced; key concepts boxes that summarize definitions, formulas, & properties, online activities for review and practice; vocabulary sidebars and features that help focus on the language of math; and multiple types of practice activities that feature new material, integrate older material, and provide challenges.

A homework video tutor for every lesson is provided online. Designed to especially help students prepare for high stakes tests like the SAT and ACT, as well as standardized tests, test-taking strategies are included in each chapter. Skills handbook, Spanish/English glossary, instant check answers, and selected answers are included in the student textbook. The workbook provides complete daily support for the lesson, and includes a daily note taking guide, guided problem solving exercises, and additional practice for every lesson. For each chapter vocabulary and study skills are emphasized.

8th Grade (Prentice Hall/Mathematics Course #3)

The Prentice-Hall mathematics series is designed to help students develop a deeper understanding of math through an emphasis on thinking, reasoning, and problem solving. A mix of print and digital materials helps engage students with visual and dynamic activities alongside textbook instruction. Course 3 (Grade 8) provides a solid mathematical foundation in order to fully prepare students for algebra. Students will study solving equations, integers, how to perform operations with rational numbers, use the Pythagorean theorem, find the midpoint, examine proportional & non proportional relationships, use percentages and graphs, solve multistep equations, classify triangles and quadrilaterals, find the surface area and volume of prisms & cylinders, understand slope & functions, add & subtract polynomials, and more.

In the Getting Ready to Learn portion of the textbook lesson, check your readiness exercises help students see where they might need to review before the lesson. Check skills you'll need list out the skills used in the lesson, and new vocabulary is listed before it's introduced. Sidebar helps tell students where to go for help in the textbook if they need to review, or note when an online tutor video is available. The lesson itself includes quick check problems for students to see if they understand the concept just introduced; key concepts boxes that summarize definitions, formulas, & properties, online activities for review and practice; vocabulary sidebars and features that help focus on the language of math; and multiple types of practice activities that feature new material, integrate older material, and provide challenges.

A homework video tutor for every lesson is provided online. Designed to especially help students prepare for high stakes tests like the SAT and ACT, as well as standardized tests, test taking strategies are included in each chapter. Skills handbook, Spanish/English glossary, instant check answers, and selected answers are included.

ENGLISH LANGUAGE ARTS

Scott Foresman Reading Street (K-6) is a thematic-based reading program that opts for one main idea to connect all the texts in a unit. This is a popular concept, and one that is employed by many publishers, but it includes some more unique variations that help set this series apart. For instance, the publishers are aware that great teaching does not necessarily mean following everything that there is to do in the teacher's manual. As such, they provide alternative options for how you might want to customize or adapt the lessons to better meet the needs of your class. They also place a slightly greater emphasis on speaking and listening objectives. Lessons often start with a think-pair-share question that is related to the theme of the week.

In addition to its print and online texts, Pearson's *Reading Street* curriculum includes an unparalleled digital path with animations, games and downloadable APPs, all directly aligned to the new Common Core State Standards. The Common Core State Standards will require many changes by school districts and Pearson has created a long-term program for partnering with schools across the country to help them through the complicated transition to the new standards while also providing professional development for teachers to implement Common Core.

Reading Street is a preK-6th grade reading program based on the priority skills model, which incorporates phonemic awareness, phonics, fluency, vocabulary, and comprehension in appropriate amounts as each beginning reader progresses through subsequent grades. Because children approach text in various ways in accordance with their own abilities and purposes, reading instruction must be differentiated, ensuring success for students of varying ability levels and experiences. Award winning reading selections seek to motivate students to learn, with a focus on developing a Big Idea in each unit along with science and social studies concepts.

Reading Street also helps teachers achieve adequate yearly progress through integrated progress monitoring and assessment plans.

Glencoe Literature Course

A new literature program that provides the highest quality literature and presents it to students in a way that connects and bridges to broader ideas.

- A. Connects outstanding literature through single-focus meaningful questions and ideas
- B. Seamlessly integrates skills and strategies with the literature to provide a real context for student learning
- C. Points students back to the text for close-reads with skills that are highlighted and color-coded, and that link to probing, critical thinking questions on the page
- D. Ensures that instruction is targeted with differentiated instruction in the teacher book and ancillaries
- E. Ensures that all students succeed by providing re-teaching suggestions throughout the program

Glencoe Literature is a series covering grades 6-12 and World Literature. It contains a comprehensive collection of outstanding literature and connected, relevant nonfiction. Throughout the program, there is strong, integrated skill instruction in literary analysis, literary elements, reading, writing, grammar, and vocabulary.

7th / 8th Grade Course #2 and #3

Glencoe Literature is a series covering grades 6-12 and World Literature. It contains a comprehensive collection of outstanding literature and connected, relevant nonfiction. Throughout the program, there is strong, integrated skill instruction in literary analysis, literary elements, reading, writing, grammar, and vocabulary.

SOCIAL STUDIES

Scott Foresman (K-5) Social Studies

Scott Foresman Social Studies, Kindergarten through Grade 6 - the social studies program that helps every child become an active, involved, and informed citizen. The *Social Studies* content covers the key social studies strands: **Citizenship, Culture, Economics, Geography, Government, History and Science/Technology**. *The Social Studies* content is organized for a flexible teaching plan. If time is short, teachers may use the Quick Teaching Plan to cover the core content and skills or to add depth, teachers may use the wealth of information in each unit.

Scott Foresman Social Studies provides systematic instruction to improve comprehension and to reach out to all learners. In every unit, reading skills are developed through built-in lessons. Target comprehension skills are pre-taught and then applied throughout the unit for sustained practice. Graphic organizers provide support for every skill.

PROGRAM COMPONENTS:

➤ Kindergarten	Here We Go
➤ 1 st Grade	All Together
➤ 2 nd Grade	People and Places
➤ 3 rd Grade	Meet Michigan
➤ 4 th Grade	Region
➤ 5 th Grade	United States

6th, 7th and 8th Grade World Culture, Geography and US History (McDougal-Littell)

George Washington Carver Academy currently utilizes McDougal-Littell, World Cultures and Geography, for the Social Studies Curriculum for 6th/7th grade and use McDougal-Littell, American History, for 8th grade. The study of the Western and Eastern Hemispheres during ancient and modern times, is the content of grades six and seven. Instruction over these two years includes geography, economics, government, inquiry, public discourse and decision making, citizen involvement, and World History and Geography - Eras 1, 2, and 3.

Sixth grade students explore the tools and mental constructs used by historians and geographers. They will develop an understanding of Ancient World History, Eras 1 – 3, of the Western Hemisphere and study contemporary geography of the Western Hemisphere. Contemporary civics/government and economics content is integrated throughout the year. As a capstone, the students conduct investigations about past and present global issues. Using significant content knowledge, research, and inquiry, they analyze an issue and propose a plan for the future.

Seventh grade students review the tools and mental constructs used by historians and geographers. They develop an understanding of Ancient World History, Eras 1 – 3, of the Eastern Hemisphere and will study contemporary geography of the Eastern Hemisphere. Contemporary civics/government and economics content is integrated throughout the year. As a capstone, the students conduct investigations about past and present global issues. Using significant content knowledge, research, and inquiry, they analyze the issue and propose a plan for the future. As part of the inquiry, they compose civic, persuasive essays using reasoned argument.

Eighth grade students continue their study of United States History from the writing of the Constitution through Reconstruction. Geographic, civics/government, and economics content is integrated within the historical context. Using significant content knowledge, research, and inquiry, the students analyze an issue and propose a plan for civic action. They develop reasoned arguments and write a persuasive civic essay addressing issues from the past within a historical context.

SCIENCE

Scott Foresman (K-5) Science – Diamond Edition

The Kindergarten – 5th grade curriculum is hands-on, inquiry based and is designed to allow students to understand the natural world around them and themselves. The curriculum covers all three areas in science: Earth, Life and Physical. In Earth Science students will learn about the Earth materials, weather, the solar system, Earth's history, water and the environment. In Physical Science students will learn about force, physical properties, states of matter, energy and material composition. In Life Sciences students will learn about the basic life requirements of organisms, life cycles, evolution, adaptation and heredity.

The science curriculum at GWCA is currently aligned to the Michigan GLCEs. With the introduction of the Next Generation Science Standards (NGSS) our Curriculum Director is in the process of realigning the science program to meet the new standards and incorporate engineering into the program for K-5.

<u>Grade</u>	<u>Earth Science</u>	<u>Physical Science</u>	<u>Life Science</u>
Kindergarten	Earth materials	Position Gravity Force	Life requirements
1 st Grade	Solar Energy Weather Weather Measurement	Physical Properties States of Matter Magnets	Life requirements Life Cycles Observable characteristics
2 nd Grade	Surface Changes Water Water Movement	Physical Properties Material Composition	Life requirements Life Cycles Observable Characteristics
3 rd Grade	Natural Resources Human Impact Earth's Materials Surface Changes Using Earth's Materials	Gravity Force Speed Forms of Energy Light properties Sound Conductive and Reflective Properties	Structures and Functions Classification Evolution Environmental Adaptation
4 th Grade	Characteristics of Objects in the Sky Patterns of Objects in the Sky Fossils	Forms of Energy Energy and Temperature Electrical Circuits Physical Properties States of Matter Magnets Conductive and Reflective Properties	Life Requirements Evolution Survival Interactions Changed Environment Effects
5 th Grade	Seasons Solar Systems Solar System Motion	Forces in Action Force Speed	Animal Systems Inherited and Acquired Traits Species and Adaptation Survival Relationships among Organisms

6th, 7th and 8th Grade Earth, Physical and Life Science (Holt Science & Technology)

Holt, Rinehart and Winston's provide the science curriculum for George Washington Carver Middle School. A number of resources are utilized to support for understanding difficult concepts. All materials extend, enrich, and apply topics to the real world to challenge students and further their interest in science. Each chapter begins with a brief introduction designed to pique student's interest. Visuals are integrated into the narrative and clearly reveal macro to micro relationships. Holt Science incorporates a strong and flexible lab program, which provides procedures, demonstration of scientific concepts and clears understanding of scientific methods. Finally, tools such as conversion charts are available for reference to aid in the communication of scientific data.

The Holt Science & Technology series targets middle school students with courses for Earth Science, Life Science, and Physical Science. The science curriculum at GWCA is currently aligned to the Michigan GLCEs. With the introduction of the Next Generation Science Standards (NGSS) our Curriculum Coordinator is in the process of realigning the science program to meet the new standards and incorporate engineering into the program for K-8. As we move forward, George Washington Carver is in the process of reviewing possible implementation of BCAMSC. The Battle Creek Area Mathematics and Science Center has developed a Kindergarten through Seventh grade inquiry-based science curriculum that is aligned with the Michigan Grade Level Content Expectations. The purpose of the program is to provide good, inquiry-based science instruction in the classroom with opportunities for students to engage in all four strands of science proficiency (physical science, life science, earth science, and inquiry and technology). The curriculum provides teachers with classroom instruction that includes opportunities for interaction in the classroom, where students carry out investigations, talk and write about their observations and emerging understandings, and discuss ways to test them. Each unit undergoes an extensive development and evaluation process.

ELECTIVES

Art	Physical Educational
Computers	Foreign Languages (Mandarin/Spanish)
Academic Games**	Music**
Possible Implementation in 2013/14	

Instructional Model

Strategies	Meaning
<i>INSTRUCTION</i>	Content Specialization helps teachers become more skilled
<i>GUIDED PRACTICE</i>	Students are led through the learning process
<i>INDEPENDENT PRACTICE</i>	Students grow academic skills through whole and small group discussion. Also, computer learning is utilized
<i>ASSESS</i>	Daily assessments provide teachers with valuable information on student progress
<i>INTERVENE</i>	Response to Intervention: RTI tutoring program will help build low performing students academic skills
<i>EXTEND</i>	Teachers encourage students to think critically (Higher Order Thinking Questions)

DIGITAL TECHNOLOGY ASSESSMENT

George Washington Carver Academy promotes the continuous use of technology, individual student data and continuous assessment (formative, interim, and summative) to inform and differentiate all instruction to meet individual student needs. Academic goals driven by data are reviewed and evaluated to both State standardized tests and internal Scantron Performance and Achievement assessments guide our data-based implementation efforts.

Learning.com

George Washington Carver Academy is proud to announce our recent launch and the subsequent full implementation of the award-winning Learning.com digital curriculum platform in the 2013 academic school year. Learning.com empowers George Washington Carver Academy and other schools within the Highland Park school district to integrate technology into the core curriculum with proven content, powerful tools, and practical services. The addition of this digital curriculum resource features a Custom Curriculum Publishing tool which means users can better support our districts key initiatives such as: project-based learning, digital readiness, Common Core State Standards alignment, and preparation for PARCC and Smarter Balanced Assessment with differentiated and customized digital content.

George Washington Carver Academy's use of the Learning.com platform provides our school with one place to organize and access existing and new curriculum content via single sign-on. Our administrators, teachers, and students only need one password to access content from

existing digital assets, more than 300,000 learning objects from 60-plus providers in the Learning.com catalog, or curriculum resources collected from the Web.

Specifically, all George Washington Carver Academy students in grades K-5 utilize the Study Dog Reading curriculum and Aha! Math curriculum to build foundational Math skills, provide immediate data (which our teachers use to make informed instructional decisions) and provides prescriptive recommendation to differentiate instruction effectively. Lastly, use of these curriculum resources includes all the components for implementing Response to Intervention (RTI) for K-2 Reading and K-5 Math. Lastly, students in grades 6-8 utilize the 21st Century Technology curriculum to develop our students' 21st Century Technology skills and prepare them for the PARCC and Smarter Balanced Assessment.

Scantron Performance Testing

The Scantron Performance Series is a computer adaptive test to measure the proficiency level of Students. The Performance Series assesses four areas: reading, mathematics, life sciences and scientific inquiry, and language arts. The Performance Series has four primary uses: "more accurate student placement; diagnosis of instructional needs, including instructional adjustments; and measurement of student gains across reporting periods. Scantron has developed own reading passages and test items, based on an analysis of the skills required to meet various national and state standards. George Washington Carver Academy currently uses test items for grades 2nd through 8th grade.

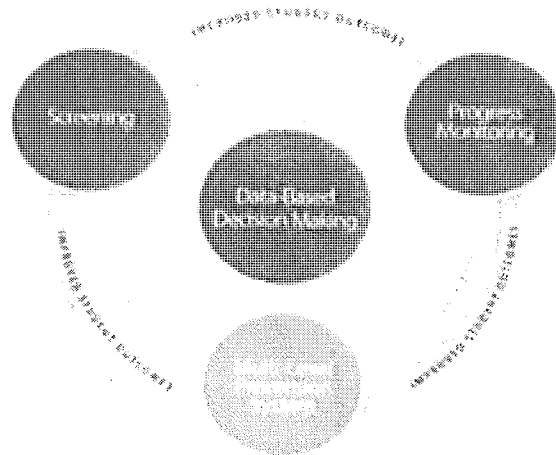
RTI (RESPONSE TO INTERVENTION)

The Response to Intervention (RTI) at George Washington Carver Academy (GWCA) was designed with the belief that all students at GWCA will be at least on grade level and/or reach their full potential with diverse and real world meaningful learning experiences. At GWCA it is our goal that students will become independent learners committed to achieving academic excellence in a globally competitive world and become socially responsible leaders in society. The RTI program at GWCA was designed to ensure that through documented researched based interventions that our vision for our students will become a reality.

GWCA is committed to providing a comprehensive system of tiered interventions to ensure student success. Response to Intervention (RTI) at GWCA is utilized to meet the needs of all students. With the RTI model students are provided with explicit evidence based inventions at each of the three tiers. In the RTI model student progress is carefully measured and the instructional interventions are adjusted to teach the skills necessary for the student to make progress toward age or group level standards (GLCEs and Common Core). Based on the

student's response to the interventions provided at each tier the RTI Team will make recommendation on how to proceed.

The RTI program at GWCA will be implemented in two phases. In the initial phase students will be pulled for reading and math intervention utilizing the following summative assessments for the selection of students: MEAP data and Scantron data. The initial phase for RTI will began in February 2013 with reading and April 2013 with math. For the second phase students will still be pulled from class to work in small groups with a Teaching Assistants (TA) however the way students are placed in RTI will change. The second phase of RTI will begin September 2013 at the beginning of the 2013-2014 school year. Students will be placed in RTI Tier II and III for reading and/or math one of two ways: 1) Data obtained from the beginning of the year assessments from MEAP, Scantron and AIMS web and/or 2) Teacher recommendation with documented proof of a series of Tier I interventions and evidence of scaffolding and differentiated instruction.



RTI Reading Phase I: System 44

In the first year of RTI implementation GWCA will use MEAP and Scantron data to select students to be tested for RTI small groups in reading. Initially any student with a (3 or 4) in reading on the MEAP test was considered for the program. Data from the Scantron test will also be used to determine which students need to receive more intensive interventions. The assessment program that will be used to determine if those students are eligible for RTI small group instruction utilizing System 44 is the Scholastic Reading Inventory (SRI). If a student takes the SRI test and scores a Lexile of below 400 they are eligible to be in System 44. The student would then be given the Scholastic Phonic Inventory (SPI). The data from both the SPI and the SRI is utilized by System 44 to create an individual learning path for each student. GWCA currently has 35 licenses for System 44.

RTI Reading Phase II: Expanding System 44 and Read 180

GWCA will utilize the end of the year Scantron data to determine how many licenses need to be purchased for the 2013-2014 school year. It is the goal of GWCA to ensure that all students that need interventions in reading receive them. In addition, to expanding the System 44 program GWCA will also purchase the READ 180 program. The READ 180 program will assist struggling readers in grades 4-8. It is designed to meet the needs of students reading two or more years below grade level. READ 180 like System 44 is a computer based adaptive program that uses test data to individualize each student's learning path.

RTI Math Phase I: Pilot RTI math program for 2nd-6th Grade

The RTI team will use the data from the March Scantron and MEAP test to place students in Tier II of RTI. Students selected for Tier II interventions will receive small group (6-8 students) instruction for 45 minutes daily in addition to the 90 minutes of whole group instruction. To ensure that the Tier II small group instruction is individualized to meet the needs of each student the RTI Team and Teaching Assistants (TA) will use the data from Scantron and the MEAP test to select the Common Core and GLCEs that each student needs to master. Each student will receive a pre-test and a post-test weekly to determine if the interventions used were successful. The TA will use both Scantron and Study Island to create individualized learning paths for each student. Each TA will design lessons that are hands-on, differentiated, scaffolded and student centered.

RTI Math Phase II: School-Wide Implementation

Beginning in the Fall 2013 the RTI math program would expand to the entire school K-8. The RTI Team will utilize the data from Scantron and AIMS web to initially place students in Tier II interventions. Teachers will be able to begin referring students for Tier II interventions only after 4-6 weeks of Tier I instruction are unsuccessful. To ensure that the Tier II small group instruction is individualized to meet the needs of each student the RTI Team and Teaching Assistants (TA) will use the data from Scantron and Aims web test to select the Common Core and GLCEs that each student needs to master. Each student will receive a pre-test and a post-test weekly to determine if the interventions used were successful. The TA will use both Scantron and Study Island to create individualized learning paths for each student. Each TA will design lessons that are hands-on, differentiated, scaffolded and student centered.

Average Daily Schedule for Math Tier II Intervention Groups

Time	Activity
5 minutes	Warm – Up
15-20 minutes	Instruction – TAs will use the I Do, We Do and You Do framework to create lesson plans
15-20 minutes	Hands-On Activities/ Games/ Study Island <ul style="list-style-type: none"> • Aha Math is required for use on Monday and Wednesday • Study Island is required for use on Tuesday and Thursday
5 minutes	Closing- Exit Tickets, Give me 5, Reflective writing
Weekly Assessments	Pre-Test and Post – Test created by Scantron or Study Island

The schedule below is a sample schedule for the TA's. Since so many of our students are red in Scantron we used the beginning scaled score as the cut off for each grade level to select students for Tier II pull-outs. Below is what the 2nd and 3rd grade schedule would look like for RTI pull-outs. This would change the current way the TA's are utilized at GWCA. The change would be needed to provide the interventions for math.

RTI Math Pull-Out Schedule: Support

Student Name	Math Scantron Score	Grade Level	Groups	Time
Student	1586	2	1	8:30-9:30 am
Student	1610	2	1	8:30-9:30 am
Student	1706	2	1	8:30-9:30 am
Student	1733	2	1	8:30-9:30 am
Student	1774	2	1	8:30-9:30 am
Student	1796	2	1	8:30-9:30 am
Student	1860	2	1	8:30-9:30 am
Student	1886	2	1	8:30-9:30 am
Student	1904	2	2	9:40-10:40am
Student	1786	2	2	9:40-10:40am
Student	1804	2	2	9:40-10:40am
Student	1832	2	2	9:40-10:40am
Student	1833	2	2	9:40-10:40am

Student	1857	2	2	9:40-10:40am
Student	1867	2	2	9:40-10:40am
Student	1895	2	2	9:40-10:40am
Student	1816	3	3	12:00-1:00pm
Student	1870	3	3	12:00-1:00pm
Student	1890	3	3	12:00-1:00pm
Student	1943	3	3	12:00-1:00pm
Student	1987	3	3	12:00-1:00pm
Student	1990	3	3	12:00-1:00pm
Student	2006	3	3	12:00-1:00pm
Student	2024	3	3	12:00-1:00pm
Student	2047	3	4	1:05-2:05pm
Student	2062	3	4	1:05-2:05pm
Student	2067	3	4	1:05-2:05pm
Student	1750	3	4	1:05-2:05pm
Student	1893	3	4	1:05-2:05pm
Student	1986	3	4	1:05-2:05pm
Student	2040	3	4	1:05-2:05pm
Student	2065	3	4	1:05-2:05pm
Student	2041	3	4	2:10-3:10pm
Student	2042	3	4	2:10-3:10pm
Student	2043	3	4	2:10-3:10pm
Student	2044	3	4	2:10-3:10pm
Student	2045	3	4	2:10-3:10pm
Student	2046	3	4	2:10-3:10pm
Student	2047	3	4	2:10-3:10pm
Student	2048	3	4	2:10-3:10pm
Student	2049	3	4	2:10-3:10pm
Student	2050	3	4	2:10-3:10pm
Student	2051	3	4	2:10-3:10pm
Student	2052	3	4	2:10-3:10pm
Student	2053	3	4	2:10-3:10pm
Student	2054	3	4	2:10-3:10pm
Student	2055	3	4	2:10-3:10pm
Student	2056	3	4	2:10-3:10pm
Student	2057	3	4	2:10-3:10pm
Student	2058	3	4	2:10-3:10pm
Student	2059	3	4	2:10-3:10pm
Student	2060	3	4	2:10-3:10pm
Student	2061	3	4	2:10-3:10pm
Student	2062	3	4	2:10-3:10pm
Student	2063	3	4	2:10-3:10pm
Student	2064	3	4	2:10-3:10pm
Student	2065	3	4	2:10-3:10pm
Student	2066	3	4	2:10-3:10pm
Student	2067	3	4	2:10-3:10pm
Student	2068	3	4	2:10-3:10pm
Student	2069	3	4	2:10-3:10pm
Student	2070	3	4	2:10-3:10pm
Student	2071	3	4	2:10-3:10pm
Student	2072	3	4	2:10-3:10pm
Student	2073	3	4	2:10-3:10pm
Student	2074	3	4	2:10-3:10pm
Student	2075	3	4	2:10-3:10pm
Student	2076	3	4	2:10-3:10pm
Student	2077	3	4	2:10-3:10pm
Student	2078	3	4	2:10-3:10pm
Student	2079	3	4	2:10-3:10pm
Student	2080	3	4	2:10-3:10pm
Student	2081	3	4	2:10-3:10pm
Student	2082	3	4	2:10-3:10pm
Student	2083	3	4	2:10-3:10pm
Student	2084	3	4	2:10-3:10pm
Student	2085	3	4	2:10-3:10pm
Student	2086	3	4	2:10-3:10pm
Student	2087	3	4	2:10-3:10pm
Student	2088	3	4	2:10-3:10pm
Student	2089	3	4	2:10-3:10pm
Student	2090	3	4	2:10-3:10pm
Student	2091	3	4	2:10-3:10pm
Student	2092	3	4	2:10-3:10pm
Student	2093	3	4	2:10-3:10pm
Student	2094	3	4	2:10-3:10pm
Student	2095	3	4	2:10-3:10pm
Student	2096	3	4	2:10-3:10pm
Student	2097	3	4	2:10-3:10pm
Student	2098	3	4	2:10-3:10pm
Student	2099	3	4	2:10-3:10pm

Academic Interventions

Teacher Mentors	Extended Summer Learning Program
PLC	SMART Boards
Instructional Coach	Document Cameras
Teachscape	Danielson's Framework
Classroom Computers	Computer Carts with laptops
Academic Games	Google Chrome Books
Vertical/Horizontal Alignment	Thin Client

Student Interventions

K-1 At-Risk Teacher Aides	2-5 Paraprofessionals
Grade Level Content Meetings	2-6 Academic Interventionist
Accelerated Math/Reading	Study Island
Scantron Performance Series	Learning.com
Double Block K-8 Math	Double Block K-8 ELA
Co-Teaching with Special Education	Implementation of Electives

MEAP (Motivational Extended Achievement Program)

Program History, Summary and Overview

Within the last two decades, extended learning time has emerged as a research-based, 'Best Practice' in the modern-day American educational system. The traditional school year has been called a 'relic of the agrarian age of past centuries, when children were needed at home in the afternoons and during the summer to work by education researchers, policy analysts and program evaluators who agree that education is an economic necessity of today's global society.

As early as 2011, George Washington Carver Academy proudly embraced a six-week, Extended School-Year calendar format as an integral part of an innovative 'pilot' program to increase student achievement. The success and value of our initial year 'pilot' program – is evident in our schools' improved 2012 MEAP performance results. As such, we wish to formally propose a high quality, MEAP intensive and core academic driven Extended School Year component aptly entitled the George Washington Carver Academy Motivational Extended Achievement Program.

I. Summer Learning Loss

An area of particular concern to researchers has been the learning loss that can occur over the long summer break. Several prominent studies have shown that summer vacation has a disproportionately negative impact on learning for students from lower socio-economic backgrounds, and to make matters worse, this impact may be cumulative. What this means is that while all children tend to lose Math and ELA skills over the summer, children from lower socio-economic levels lose the equivalent of several months of Math and Reading instruction during the summer months, which sadly impacts and is sustained throughout the course of the school year. Consequently, children from middle and upper socio-economic levels are able to maintain and often even improve their reading skills due to enrollment in costly summer enrichment opportunities.

The unequal impact of summer break upon students of varying backgrounds is undoubtedly attributed to the fact that advantaged students have greater access to summer learning and enrichment opportunities, such as access to books and encouragement to read, summer camps and/or classes, and cultural outings or international travel, than their less advantaged peers. Realizing that GWCA is designated as a Title I school with more than a 90%, majority percentage of low socio-economic and disadvantaged students, our joint academic, service learning and cultural enrichment Extended School Year "MEAP" Program, effectively aims to prevent such documented summer learning losses.

II. Extended School Year “Motivational Extended Achievement Program”

The Extended School Year (MEAP) Program is designed as a powerful (6) six-week, full-day program to bridge essential proficiencies for students in literacy and mathematics. Eligible George Washington Carver Academy students are those who will enter grades K - 8 this fall. In addition to a MEAP intensive academic curriculum, all student participants will participate in fun, targeted learning activities with our highly skilled GWCA teachers, staff and (possibly) high school/college interns, on a daily basis:

- Date(s): Monday, July 8th – Friday, August 16th, 2013
- Time(s): 8:00 – 3:30 PM, Monday – Friday
- MEAP intensive, Common Core aligned Math & ELA curriculum
- Weekly field trips and Service Learning Projects offered (Fridays)
- Daily breakfast and lunch offered (at no cost), to all participants
- Early care (7:00-8:00) and/or After-school (3:30-5:00), for an additional fee

The GWCA Extended School Year experience will help to prepare our students for success in the traditional school year and prevents the summer regression in basic skills that was referenced earlier in the program proposal.. Success in our program is dependent upon strong parental support and daily student attendance. In other words, a commitment to attend the entire 6-week program is a required component for successful enrollment.

III. Why Embrace a MEAP Intensive Curriculum?

The state-mandated Michigan Educational Assessment Program (MEAP) tests are administered every October to students in grades 3-9. All students in grades 3-8 take the Reading and Mathematics tests. Students in grades 5 and 8 also take the Science test, and students in grades 6 and 9 also take the Social Studies test. The tests are based on Michigan’s Common Core State Standards (CCSS) and Grade Level Content Expectations (GLCE's) for each subject area. Performance levels on the tests are as follows:

- E.** Level 1 - Advanced Proficient
- F.** Level 2 - Proficient
- G.** Level 3 - Partially Proficient
- H.** Level 4 - Not Proficient

Scores are typically summarized as the percentage of students scoring at each level. The percentage of students scoring at levels 1 and 2 has, in the past, served as the basis for calculating a school's Adequate Yearly Progress, as required by the federal No Child Left Behind legislation.

IV. Extended School Year Curriculum

George Washington Carver Academy's "Motivational Extended Achievement Program" plans to deliver a high quality, core academic learning environment driven by data and a targeted, differentiated ELA and Math curriculum. The resources outlined below are proposed, as our Extended School Year "MEAP" curriculum:

ELA & Math Curriculum (Morning) *(Please reference attachment 'B' for specific curriculum materials)*

- Reading Eggspress, "Do the Math" (Grades K-2)
- MEAP Focus, Triumph Learning Series (Grades 3-8)
- Study Island (Grades K-8)
- Scantron Achievement Series (Grades K-1, Assessments)
- Scantron Performance Series (Grades 2-8, Assessments)
- Read 180, System 44 (Grades 2-6, Intervention)
- Accelerated Reading & Math (Grades K-8, Intervention)

Elective Classes (Afternoon)

- Physical Education
- Academic Games
- Foreign Language (2) – Spanish & Chinese
- Computer Science
- Science, Technology, Engineering and Math (STEM)

Daily Schedule (Monday – Thursday)

Breakfast/School-Wide Reading - 7:30-8:30 AM

ELA
8:30-10:00 AM

Math
10:05-11:35 AM

Lunch -11:40-12:10 PM

Elective Classes and/or Academic Intervention(s)

12:15-1:00 PM

1:05-1:50 PM

1:55-2:40 PM

2:45-3:30 PM

Weekly Friday Schedule

FIELD TRIPS	SERVICE LEARNING PROJECTS
1. Spring Valley Trout Farm	1. Urban Gardening Project
2. DIA/Charles H. Wright Museum	2. Highland Park Community Outreach
3. Cedar Point	3. Food, Goods & Clothes Drive
4. Joe Dumar's Fieldhouse (?)	
5. Tigers Game (Possible)	

Weekly Field Trip Proposed Requirements

- Students must have perfect attendance (for that week)
- Students must maintain good behavior (no disciplinary referrals)
- Possible Field Trip GWCA T-shirts reserved as an incentive-based option

Student Enrollment

- Targeted # of enrolled students = 300
- 18-30 students or 1 class-sized population, per 9 core classes (Grades K-8)
- Projected enrollment and 'cap' on class size ensures personalized attention and predicted growth amongst our high-need and academically low-performing student population
- Average teacher to student ratio at optimal levels of 1 to 24

Budget

- Projected budget of \$75,000 (\$42,000 has been set-aside in Title I budget)
- \$48,000 for 16 Instructional Staff @ \$25.00 hour x 120 hours
- \$5,400 for 3 Paraprofessional Staff @ \$15.00 hour x 120 hours
- \$3,600 for 3 high school/college interns @ \$10.00 hour x 120 hours
- \$3,000 for 1 Special Education Teacher
- \$5,000 Field Trip projected budget
- \$8,000 Curriculum and Classroom Supplies & Materials
- \$5,000 – Lunch Staff and Administrative Assistant projected budget
- Total - \$75,000 projected costs
- Early and Latchkey Programs are at additional cost, per participant (\$)

Staffing *(Please reference attachment 'A' for specific open, posted positions)*

- Stipend- \$3,000 for all teachers during the six week period “MEAP” program
- Any absences detract from above stipend, no sick days and/or substitute budget
- 16 teachers working – ½ day (4 hours) @ \$25.00; 12 K-8 teachers (9 Core Academic teachers, 1 Special Education, 4 Elective teachers, 2 Intervention and/or Instructional support personnel)
- Daily schedule 8:00 AM -3:30 PM
- Six week program format
- Part-time, mandatory employment model
- Approximately 16 Staff members: 7/8/13- 8/9/13
- Instructional Days: Mon-Fri.
- Friday -Service Learning Project/Field Trip

SECTION D
CURRICULUM

**CURRICULUM
TO BE UPLOADED SEPARATELY**

SECTION E
METHODS OF PUPIL ASSESSMENT

SECTION E: METHODS OF PUPIL ASSESSMENT

To assess student academic performance, the Academy will administer the following:

- NWEA – Measures of Academic Progress
 - o For grades K-8 in September, January, and May;
 - o For Kindergarten in January and May;

The results of NWEA are directly accessible by the Charter Schools Office NWEA

8th Grade Assessment

The Academy will administer the Explore assessment by PSAT (Preliminary Scholastic Aptitude Test) to all eighth graders in the spring.

Mandated State Assessment

The Academy will administer such tests as are required by Michigan law to appropriate grade levels during the time dictated by the State. Current State Assessment- MSTEP (Michigan Student Test of Educational Progress)

Other Internal Assessments

In order to follow and assess student achievement, the Academy will also use a early literacy test to determine comprehension, fluency and accuracy.

WIDA

The Academy will Administer the WIDA assessment (World Class Instructional Design and Assessment) for English as a second language learners. This test will be administered annually.

The Academy will report assessment results to the Charter Schools Office during the end-of-the-year data collection for the annual education report.

SECTION F

APPLICATION AND ENROLLMENT OF STUDENTS

Application and Enrollment Requirements

George Washington Carver Academy

Enrollment Limits

The Academy will offer Kindergarten through eighth grade. The maximum enrollment shall be 800 students. The Academy will annually adopt maximum enrollment figures prior to its application and enrollment period.

Requirements

Section 504 of the Revised School Code states that public school academies shall neither charge tuition nor discriminate in pupil admissions policies or practices on the basis of intellectual or athletic ability, measures of achievement or aptitude, status as a handicapped person, or any other basis that would be illegal if used by a Michigan public school district.

- Academy enrollment shall be open to all individuals who reside in Michigan. Except for a foreign exchange student who is not a United States citizen, a public school academy shall not enroll a pupil who is not a Michigan resident.
- Academy admissions may be limited to pupils within a particular age range/grade level or on any other basis that would be legal if used by a Michigan public school district.
- The Academy Board may establish a policy providing enrollment priority to siblings of currently enrolled pupils or children of Academy Board members or Academy employees.
- The Academy shall allow any pupil who was enrolled in the immediately preceding academic year to re-enroll in the appropriate age range/grade level unless that grade is not offered.
- No student may be denied participation in the application process due to lack of student records.
- If the Academy receives more applications for enrollment than there are spaces available, pupils shall be selected for enrollment through a random selection drawing.

Application and Enrollment Requirements

George Washington Carver Academy

Application Process

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

Legal Notice

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

Application and Enrollment Requirements

George Washington Carver Academy

Re-enrolling Students

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

Application and Enrollment Requirements

George Washington Carver Academy

Random Selection Drawing

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

Prior to the application period, the Academy shall:

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

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

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

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

SECTION G

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

SECTION 7g: SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

School Calendar

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

School Day Schedule

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

SECTION H

AGE OR GRADE RANGE OF PUPILS

SECTION 7h: AGE OR GRADE RANGE OF PUPILS

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

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