

# *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

**BATTLE CREEK AREA LEARNING CENTER  
(A PUBLIC SCHOOL ACADEMY)**

July 1, 2025



## **TABLE OF CONTENTS**

### **Contract Documents**

### **Tab**

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



**TABLE OF CONTENTS**  
**(cont.)**

Schedule 7: Required Information for Public School Academy .....7

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



## **RESOLUTIONS**



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

**RESOLUTION NO. 24-88**

**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, 2017, the College Board issued to **Battle Creek Area Learning Center** (the “Academy”) a Contract to Charter a Public School Academy (the “Charter Contract”); and

**WHEREAS**, the Charter Contract will expire on June 30, 2025 and the Academy has asked the College Board to issue a new contract to charter a public school academy for a term of eight (8) years; and

**WHEREAS**, the College Charter Schools Office has completed its evaluation and assessment of the Academy’s operation and performance related to the Charter Contract, and the College Charter Schools Office recommends that the College Board issue a new contract to charter a public school academy to the Academy for a term not to exceed eight (8) years, beginning July 1, 2025;

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

**NOW, THEREFORE, BE IT RESOLVED:**

1. The College Board takes the following action related to issuing a Contract to Charter a Public School Academy and Related Documents (“Contract”) to the Academy:
  - a. The College Board approves the form of the Contract and related documents as submitted to and reviewed by the College Board;
  - b. The College Board approves and authorizes the issuance of the Contract and related documents and authorizes 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:



- (1) that all terms of the Contract have been agreed upon and the Academy is able to comply with all terms and conditions of the Contract; and
  - (2) that the Contract is substantially similar to the Contract approved by the College Board, with the only changes being those made by the College Board's Designee in consultation with legal counsel for the College Board that are in the best interests of the College Board.
- c. The College Board Designee may agree to a term of Contract not to exceed eight (8) academic years and not to extend beyond June 30, 2033.
2. That the current Academy Board members shall continue to serve in their current positions until the end of their term in office. All subsequent Academy Board appointments shall be made in accordance with the College Board's method of selection resolution.

I, the undersigned, as Secretary of the Bay Mills Community College Board of Regents, do hereby certify the foregoing resolution was adopted by the Bay Mills Community College Board of Regents at a public meeting held on the 8<sup>th</sup> day of November 2024, with a vote of 8 for, 0 opposed, 1 abstaining, and 0 absent.

By: Beverly Carrick  
Beverly Carrick, Secretary



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

**RESOLUTION NO. 12-01**

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

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

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

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

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

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

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



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

**Dated: January 20, 2012**



**CONTRACT TERMS  
AND CONDITIONS**



**TERMS AND CONDITIONS**

**OF CONTRACT**

**DATED: JULY 1, 2025**

**ISSUED BY**

**THE BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS**

**TO**

**BATTLE CREEK AREA LEARNING CENTER**

**CONFIRMING THE STATUS OF**

**BATTLE CREEK AREA LEARNING CENTER**

**AS A**

**MICHIGAN PUBLIC SCHOOL ACADEMY**



## **TABLE OF CONTENTS**

### **Page**

### **ARTICLE I**

#### **DEFINITIONS**

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

### **ARTICLE II**

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

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

### **ARTICLE III**

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

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



Section 3.12.	College Board’s Invitation to Academy to Apply For Conversion to Schools of Excellence .....	9
---------------	--	---

## **ARTICLE IV**

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

Section 4.1.	Limitation on Actions in Performance of Governmental Functions.....	9
Section 4.2.	Other Permitted Activities .....	9
Section 4.3.	Academy Board Members Serve In Their Individual Capacity.....	9
Section 4.4.	Incompatible Public Offices and Conflicts of Interest Statutes .....	10
Section 4.5.	Prohibition of Identified Family Relationships.....	10
Section 4.6.	Dual Employment Positions Prohibited.....	11
Section 4.7.	Oath of Public Office .....	11
Section 4.8.	Academy Counsel .....	11

## **ARTICLE V**

### **CORPORATE STRUCTURE OF THE ACADEMY**

Section 5.1.	Nonprofit Corporation .....	11
Section 5.2.	Articles of Incorporation.....	12
Section 5.3.	Bylaws.....	12
Section 5.4.	Quorum .....	12

## **ARTICLE VI**

### **OPERATING REQUIREMENTS**

Section 6.1.	Governance Structure.....	12
Section 6.2.	Educational Goals .....	12
Section 6.3.	Educational Programs .....	12
Section 6.4.	Curriculum .....	12
Section 6.5.	Method of Pupil Assessment .....	12
Section 6.6.	Application and Enrollment of Students.....	13
Section 6.7.	School Calendar and School Day Schedule.....	13
Section 6.8.	Age or Grade Range of Pupils .....	13
Section 6.9.	Collective Bargaining Agreements.....	13
Section 6.10.	Accounting Standards .....	13
Section 6.11.	Annual Financial Statement Audit.....	13
Section 6.12.	Address and Description of Physical Plant; Process for Expanding Academy’s Site Operations.....	13
Section 6.13.	Contributions and Fund Raising .....	14
Section 6.14.	Disqualified Organizational or Contractual Affiliations.....	14



Section 6.15.	Method for Monitoring Academy’s Compliance with Applicable Law and Performance of its Targeted Educational Outcomes.....	14
Section 6.16.	Matriculation Agreements .....	15
Section 6.17.	New Public School Academies Located Within The Boundaries of A Community District.....	15

## **ARTICLE VII**

### **TUITION PROHIBITED**

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

## **ARTICLE VIII**

### **COMPLIANCE WITH APPLICABLE LAWS**

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

## **ARTICLE IX**

### **AMENDMENT**

Section 9.1.	Amendments .....	16
Section 9.2.	Process for Amendment Initiated by the Academy .....	16
Section 9.3.	Process for Amendment Initiated by the College Board .....	16
Section 9.4.	Final Approval of Amendments.....	16
Section 9.5.	Change in Existing Law.....	16
Section 9.6.	Emergency Action on Behalf of College Board .....	17

## **ARTICLE X**

### **CONTRACT TERMINATION, SUSPENSION, AND REVOCATION**

Section 10.1.	Statutory Grounds for Revocation .....	17
Section 10.2.	Other Grounds for Revocation.....	17
Section 10.3.	Automatic Amendment Of Contract; Automatic Termination of Contract If All Academy Sites Closed; Economic Hardship Termination.....	18
Section 10.4.	Grounds and Procedures for Academy Termination of Contract .....	19
Section 10.5.	Grounds and Procedures for College Termination of Contract .....	20
Section 10.6.	College Board Procedures for Revoking Contract.....	20
Section 10.7.	Contract Suspension.....	23
Section 10.8.	Venue; Jurisdiction .....	24
Section 10.9.	Appointment of Conservator/Trustee .....	24
Section 10.10.	Academy Dissolution Account .....	25



## **ARTICLE XI**

### **PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES**

Section 11.1. The Academy Budget; Transmittal of Budgetary Assumptions; Budget Deficit; Enhanced Deficit Elimination Plan.....	25
Section 11.2. Insurance .....	27
Section 11.3. Legal Liabilities and Covenant Against Suit .....	32
Section 11.4. Lease or Deed for Proposed Single Site .....	32
Section 11.5. Occupancy and Safety Certificates .....	33
Section 11.6. Criminal Background and History Checks; Disclosure of Unprofessional Conduct.....	33
Section 11.7. Special Education.....	33
Section 11.8. Deposit of Public Funds by the Academy.....	33
Section 11.9. Nonessential Elective Courses.....	33
Section 11.10. Required Provisions for ESP Agreements .....	34
Section 11.11. Management Agreements .....	35
Section 11.12. Administrator and Teacher Evaluation Systems.....	36

## **ARTICLE XII**

### **GENERAL TERMS**

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



Section 12.21. Disclosure of Information to Parents and Legal Guardians.....	40
Section 12.22. List of Uses for Student Directory Information; Opt-Out Form; Notice to Student’s Parent or Legal Guardian .....	41
Section 12.23. Confidential Address Restrictions. ....	42
Section 12.24 Partnership Agreement.....	42
Section 12.25. Statewide Safety Information Policy. ....	42
Section 12.26. Academy Emergency Operations Plan. ....	42
Section 12.27. School Safety Liaison .....	42
Section 12.28. New Building Construction or Renovations.....	43
Section 12.29. Annual Expulsion Report and Website Report on Criminal Incidents.....	43
Section 12.30. Standardized Response Terminology .....	46
Section 12.31. Behavior Threat Assessment and Management Team.....	46
Section 12.32 Required Statutory Disclosures.....	46

## Exhibit A - Resolutions



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

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

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

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

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

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

## **ARTICLE I**

### **DEFINITIONS**

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

- (a) “Academy” means the Michigan nonprofit corporation named Battle Creek Area Learning Center 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. 24-88 adopted by the College Board on November 8, 2024.
- (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, 2025, Issued by the Bay Mills Community College Board of Regents to Battle Creek Area Learning Center Confirming the Status of Battle Creek Area Learning Center 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. If an Academy Board member discloses any prohibited familial relationships in the annual disclosure, or if the College finds that an Academy Board member has failed to disclose a prohibited familial relationship, that Academy Board member shall be removed from office, in accordance with the removal provisions found in the Resolution or Schedule 2: Bylaws. 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 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
<b>General or Public Liability (GL)</b>	<p>Must be Occurrence form</p> <p>Must include Sexual Abuse &amp; Molestation coverage which can be Occurrence or Claims Made. If this coverage is Claims Made the Retroactive Date must be the same or before date of original College PSA/SDA/UHS/SOE contract. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE.</p> <p>Must include Corporal Punishment coverage.</p> <p>\$1,000,000 per occurrence &amp; \$2,000,000 aggregate.</p> <p>In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.</p> <p>College must be included as an Additional Insured with Primary and Non-Contributory Coverage.</p> <p>NOTE: SDA must also have Security/Police Professional Liability coverage with MINIMUM of \$1,000,000 limit which can be Occurrence or Claims Made. If this coverage is Claims Made, and the SDA goes out of business, the SDA needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the SDA.</p>



<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Errors &amp; Omissions (E&amp;O)</b>	<p>Must include Employment Practices Liability.</p> <p>Must include Corporal Punishment coverage.</p> <p>Must include Sexual Abuse &amp; Molestation coverage.</p> <p>Must include Directors' &amp; Officers' coverage.</p> <p>Must include School Leaders' E&amp;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 -</p> <p>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 &amp; \$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

<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Automobile Liability (AL) for Owned and Non-Owned Autos</b>	<p>\$1,000,000 per accident.</p> <p>In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.</p> <p>College must be included as Additional Insured with Primary and Non-Contributory Coverage.</p>
See Umbrella section for higher limit	Higher limits are required if PSA/SDA/UHS/SOE has its own buses.
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Workers' Compensation</b>	<p>Must be Occurrence form.</p> <p>Statutory Limits with \$1,000,000 Employers Liability Limits.</p>
Requirement for PSA/SDA/UHS/SOE when leasing employees from Educational Service Provider (ESP) or Management Firm (MF)	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
Umbrella	Can be Claims Made or Occurrence form. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE.
	Umbrella is acceptable with a \$4,000,000 limit and aggregate. Also, an Umbrella policy with an unlimited aggregate is acceptable at a \$2,000,000
	If PSA/SDA/UHS/SOE has its own buses AND/OR has more than 1,000 students, must have MINIMUM \$5,000,000 per occurrence.
	If PSA/SDA/UHS/SOE purchases additional Umbrella limits to meet the \$1,000,000/\$3,000,000 for E&O then they must be in addition to the required Umbrella limit.
	In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.
	College must be included as Additional Insured with Primary and Non-Contributory Coverage.
	All coverages have to be included in the Umbrella that are in General Liability, Automobile and E&O.

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

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

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

#### ADDITIONAL RECOMMENDATIONS

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

#### **DISCLAIMER:**

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



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

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

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

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

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
<b>General or Public Liability (GL)</b>	Must be Occurrence form
	<b>Must include Sexual Abuse &amp; Molestation coverage</b>
	<b>Must include Corporal Punishment coverage</b>
	\$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



	<b>NOTE: Strict Disciplinary Academies must also have Security/Police Professional Liability coverage with MINIMUM of \$1,000,000 per occurrence</b>
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Errors &amp; Omissions (E&amp;O)</b>	Must include Employment Practices Liability
	Must include Directors' and Officers' coverage
	Must include School Leaders' E&O
	Can be Claims Made or Occurrence form
	<b>If Claims Made, Retroactive Date must be the same or before date of original College-PSA contract</b>
	\$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
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Automobile Liability (AL) for Owned and Non-Owned Autos</b>	\$1,000,000 per accident
	PSA must be included as First Named Insured
	College must be included as Additional Insured with Primary Coverage
	<b>Higher limits may be required if PSA has its own buses</b>
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Workers' Compensation</b>	Must be Occurrence Form
	Statutory Limits
	<b>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.</b>
	PSA must be included as First Named Insured
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Crime</b>	Must include Employee Dishonesty coverage
	Must be Occurrence form
	\$500,000 per occurrence
	PSA must be included as First Named Insured
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Umbrella</b>	Can be Claims Made or Occurrence form
	\$2,000,000 per occurrence & \$4,000,000 aggregate
	<b>If PSA has its own buses AND/OR has more than 1,000 students, must have MINIMUM \$5,000,000 per occurrence</b>
	PSA must be included as First Named Insured
	College must be included as Additional Insured with Primary Coverage
<b>ADDITIONAL RECOMMENDATIONS</b>	
<b>COVERAGE</b>	<b>REQUIREMENTS</b>



<b>Property</b>	Limits to cover replacement for PSA's property exposures, including real and personal, owned or leased
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Performance Bond (or Letter of Credit with Indemnification)</b>	\$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  
Battle Creek Area Learning Center  
15 Arbor Street  
Battle Creek, Michigan 49015



If to Academy Counsel:

Douglas J. McNeil  
Saunders Winter McNeil  
250 Washington Avenue  
Grand Haven MI 49417

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

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

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

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

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

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

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

Section 12.9. Term of Contract. This Contract shall commence on the date first set forth above and shall remain in full force and effect for 8 years until June 30, 2033, 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. 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 12.27. School Safety Liaison. The Academy Board shall designate a liaison to work with the School Safety Commission, as defined under section 6 of the Code, MCL 380.6, and the Office of School Safety created by law. 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 12.28. 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. A school building, including any addition to the school building, must be constructed or remodeled in accordance with Applicable Law. 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 12.29. 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 School Safety Commission, as defined under section 6 of the Code, MCL 380.6, and the parent or legal guardian of each pupil enrolled in the Academy.

Section 12.30. Standardized Response Terminology. Beginning with the 2026-2027 school year, the Academy Board shall adopt and implement the standardized response terminology as described in section 1308c of the Code, MCL 380.1308c.

Section 12.31. Behavior Threat Assessment and Management Team. By not later than October 1, 2026, the Academy Board shall ensure that the Academy has a behavior threat assessment and management team as required under section 1308e of the Code, MCL 380.1308e.

Section 12.32. Required Statutory Disclosures. The Academy shall ensure that the names of Bay Mills Community College Board of Regents and the primary educational management organization, if applicable, must appear and be verbally provided, as applicable, on all of the following:

(a) Unless prohibited by a local ordinance or local zoning authority, signage that is on the Academy's property and is erected, repaired, or installed on or after April 2, 2025;

(b) Promotional material that is created, modified, or distributed on or after April 2, 2025;



(c) The footer of the Academy’s website pages; and

(d) The school application that a student must submit to enroll in the Academy.

For purposes of this section, “primary educational management organization” shall have the same meaning as defined in MCL 380.503.



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

BAY MILLS COMMUNITY COLLEGE  
BOARD OF REGENTS

By: Mariah Wanic  
Mariah Wanic, College Board Designee

Date: July 1, 2025

As the authorized representative of the Academy, I hereby certify that the Academy is able to comply with the Contract and all Applicable Law, and that the Academy, through its governing board, has approved and agreed to comply with and be bound by of the terms and conditions of this Contract.

By: Timothy Reese  
Timothy Reese, Academy Board Designee  
Its: BOARDS CHAIR

Date: July 1, 2025



## **CONTRACT SCHEDULES**

### Schedules

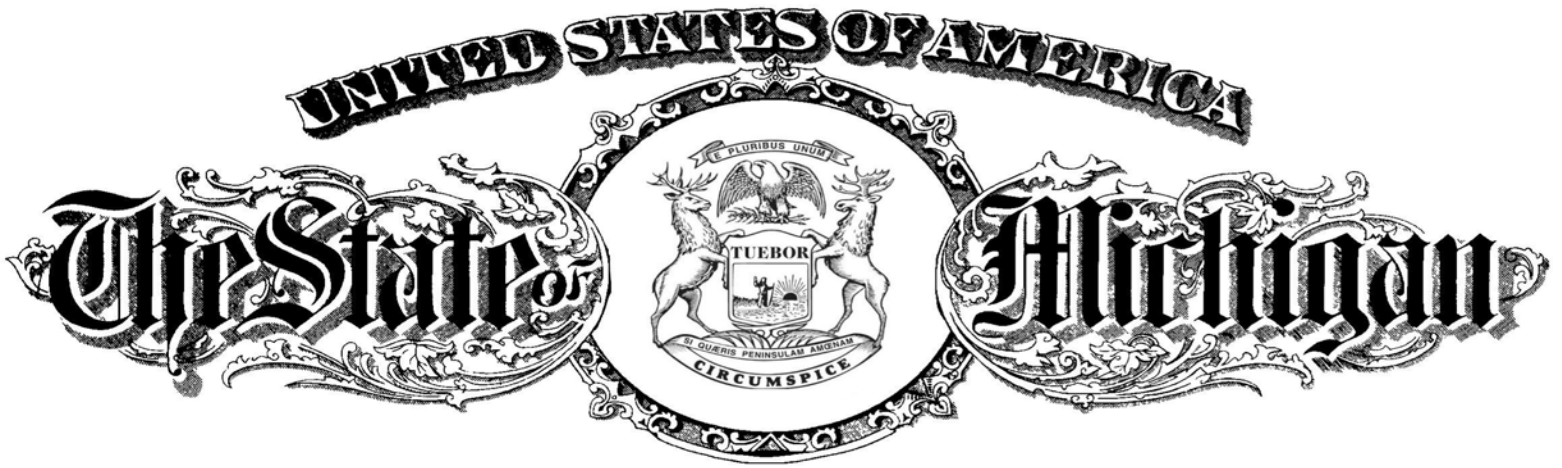
Articles of Incorporation .....	1
Bylaws .....	2
Fiscal Agent Agreement .....	3
Oversight Agreement .....	4
Description of Staff Responsibilities .....	5
Physical Plant Description .....	6
Required Information for Public School Academy .....	7



**CONTRACT SCHEDULE 1**

**ARTICLES OF INCORPORATION**





Department of Licensing and Regulatory Affairs  
Lansing, Michigan

*This is to Certify That*

**BATTLE CREEK AREA LEARNING CENTER, INC.**

*was validly Incorporated on September 26 , 2000 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: 25060205909

*In testimony whereof, I have hereunto set my hand,  
in the City of Lansing, this 9th day of June , 2025.*

A handwritten signature in black ink, reading "Linda Clegg".

Linda Clegg, Director


Corporations, Securities & Commercial Licensing Bureau



MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS BUREAU OF COMMERCIAL SERVICES		
Date Received		(FOR BUREAU USE ONLY)

Douglas J. McNeil (P34321)  
 Saunders Winter McNeil, PLLC  
 250 Washington Avenue  
 Grand Haven, Michigan 49417

EFFECTIVE DATE: July 1, 2017

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

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

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

1. The present name of the corporation is: Battle Creek Area Learning Center, Inc.
2. The identification assigned by the Bureau is: 769700
3. All former names of the corporation are: Not Applicable
4. The date of the filing of the original Articles of Incorporation was: 9/26/2000.

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

**ARTICLE I**

The name of the corporation is: Battle Creek Area Learning Center, Inc.

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: \$0.

Personal Property: \$247,130.00

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  
15 Arbor Street  
Battle Creek, Michigan 49015



The mailing address of the registered office is the same. The name of the resident agent at the registered office is Timothy Allard.

#### **ARTICLE V**

The corporation is a governmental entity.

#### **ARTICLE VI**

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

#### **ARTICLE VII**

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

#### **ARTICLE VIII**

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

#### **ARTICLE IX**

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

#### **ARTICLE X**

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

To the extent permitted by law, upon the dissolution of the corporation, the board shall after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation to the College Board for forwarding to the state



school aid fund established under article IX, section 11 of the Constitution of the State of Michigan of 1963, as amended.

### ARTICLE XI

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

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

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


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

### ADOPTION OF ARTICLES

These Restated Articles of Incorporation were adopted by the unanimous consent of the board of directors of the Corporation on May 8, 2017, and shall become effective on July 1, 2017. Notwithstanding the foregoing sentence, 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 President has executed these Articles of Incorporation on this 9<sup>th</sup> day of May, 2017.

By:

  
Rhonda Ostrander-Cook, Board President,

Prepared by:  
Douglas J. McNeil (P34321)  
Saunders Winter McNeil, PLLC  
(616) 847-1000



**CONTRACT SCHEDULE 2**

**BYLAWS**



**RESTATED BYLAWS**  
**OF**  
**BATTLE CREEK AREA LEARNING CENTER, INC.**  
**DBA**  
**CALHOUN COMMUNITY HIGH SCHOOL**

**ARTICLE I**

**NAME**

This organization shall be called Calhoun Community High School (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 Battle Creek, County of Calhoun, 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").

Section 3. Length of Term. The term of each member of the Academy Board shall be three (3) years, except that the initial members shall be appointed and serve as follows: about one-third ( $\frac{1}{3}$ ) shall be appointed for a term of three (3) years; about one-third ( $\frac{1}{3}$ ) shall be appointed for a term of two (2) years; and about one-third ( $\frac{1}{3}$ ) shall be appointed for a term of one (1) year. At the first meeting, the Academy Board shall designate which members of the initial Academy Board shall serve one (1), two (2), and three (3) year terms. The term of the Academy Board members shall begin at the first meeting of the Academy Board and, thereafter, new Academy Board members shall be seated at the first Academy Board meeting for a new fiscal year. Other than the Chairperson of the Board of Directors who, while serving as the Chairperson, may serve a 4th consecutive three (3) year period, no director shall serve more than nine (9) consecutive years.

Section 4. Qualifications. Academy Board members should include (i) individuals who support the purpose and educational mission of the Academy; (ii) individuals who have experience in either business, education or government, and (iii) are citizens of the United States of America. There shall be a good faith effort to include as members of the Board of Directors a parent or guardian of a child attending the school. After selection of the initial Academy Board members, the Academy Board members must include a parent or guardian of a child attending the school; at least one professional educator preferably a person with school administrative experience and at least one community representative who is a non-educator, preferably a business representative. The Board members of the Academy shall not include (i) employees of the Academy; (ii) any director, officer or employee of a management company or other service provider that contracts with the Academy.

Section 5. Resignation. An Academy Board member may resign at any time by providing written notice to the Academy. Notice of the resignation will be effective upon receipt or at the subsequent time designated in the notice. A successor shall be appointed as provided in Section 2 of this Article.

## **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. Notice of special meeting shall be given at least three (3) days prior.

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.

Section 7. Disclosure. Except as prohibited by the Contracts of Public Servants with public entities, Act No. 317 of the Public Acts of 1968, being Section 15.331 to 15.330 of the Michigan Compiled Laws, any contract or other transaction between this Academy and one or more of its Board members, or between this Academy and any firm of which one or more of this Academy's Board members are members or employees, or in which one or more of this Academy's Board members have an interest, shall be valid for all purposes, notwithstanding the presence of such Board member or Board members at the meeting at which the Academy Board acts upon, or in reference to such contract or transaction. Notwithstanding the participation of the Board member or Board members in such action if the interest is disclosed or known to the Academy Board and the Academy Board shall, nevertheless, authorize, approve and ratify such contract or transaction by a vote of a majority of the Board members present such interested Board member or Board members may be counted to achieve a quorum of the Academy Board members present to conduct the



meeting, but may not vote upon the matter or to calculate the majority of such quorum necessary to carry such vote. This section shall not be construed to invalidate any contract or other transaction that would otherwise be valid under applicable common and statutory law.

Section 2. Compliance Procedure. Any Academy Board member or employee, who enters into a contract with the Academy, that meets the definition of contract under the Statute of Contracts of Public Servants with Public Entities, Act No. 317 of the Public Acts of 1968, being Section 15.321 to 15.330 of the Michigan Compiled Laws, shall comply with the public disclosure requirements set forth in Section 3 of that statute. Public disclosure of the contract means as follows:

- A. Prompt disclosure of any pecuniary interest by an Academy Board member in a contract with the Academy. The disclosure shall be made a matter of corporate record at a regular or special meeting.
- B. The contract is approved by a vote of not less than two-thirds ( $\frac{2}{3}$ ) of the Academy Board members at a regular or special meeting. If applicable, the vote shall be without the vote of the director making disclosure.
- C. The Academy discloses the following summary information in its Board minutes:
  - 1. The name of each party involved in the contract;
  - 2. The terms of the contract, including duration, financial consideration between the parties, facilities or services of the Academy included in the contract, and the nature and degree of assignment of Academy employees for fulfillment of the contract; and
  - 3. The nature of any pecuniary 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 will 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 will, 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**

### **DISSOLUTION**

Section 1. No benefit to Director or Officer. Except as compensation for services rendered and to make payments and distributions to further the purposes set forth in Article II, no part of the net earnings of the Academy shall be distributed to or inure to the benefit of any director or officer of the Academy, contributor or individual, nor to any organization organized and operated for profit.

Section 2. Distribution of Assets. Unless otherwise provided by law, if the Academy is dissolved, after paying or making provisions for the payment of all liabilities of the Academy, distribute the Academy's assets, real and personal, to the authorizing body or to such other governmental entities that have been organized for purposes similar to those of this Academy.

## **ARTICLE XI**

### **FISCAL YEAR**

Section 1. Fiscal Year, Budget and Accounting. The fiscal year of the Academy shall begin on the first day of July each year. The Academy Board, subject to the oversight responsibilities of the College Board, shall have exclusive control of the budget. The Academy Board shall prepare and publish an annual budget, conduct an audit and publish the results in accordance with College Board policy.

## **ARTICLE XII**

### **AMENDMENTS**

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted as follows: (i) 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 to the written approval of the changes or amendments by the College Board. Amendments to these Bylaws take effect only after they have been approved by both the Academy Board and by the College Board.

## **ARTICLE XIII**

### **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 25th day of April, 2023, and shall be deemed effective as of the 1<sup>st</sup> day of July, 2023.

  
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 Battle Creek Area Learning Center (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 31<sup>st</sup> 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 Battle Creek Area Learning Center.

BY:   
\_\_\_\_\_  
David Boyne, Director  
State Finance Division  
Bureau of State and Authority Finance  
Michigan Department of Treasury

Date: April 17, 2025



**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 Battle Creek Area Learning Center (the “Academy”), a public school academy.

#### **Preliminary Recitals**

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

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

### **ARTICLE I**

#### **DEFINITIONS AND INTERPRETATIONS**

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

“Agreement” means this Oversight Agreement.

“Compliance Certification Duties” means the Academy’s duties set forth in Section 2.02 of this Agreement.

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

“Oversight Responsibilities” means the College Board’s oversight responsibilities set forth in Section 2.01 of this Agreement.

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



## ARTICLE II

### OVERSIGHT AND COMPLIANCE CERTIFICATION RESPONSIBILITIES

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

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

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



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



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

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

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

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

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

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

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

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

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



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

### **ARTICLE III**

#### **RECORDS AND REPORTS**

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

### **ARTICLE IV**

#### **MISCELLANEOUS**

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

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

Section 4.03. Audit and Evaluation. The Academy:

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

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



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

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

## ARTICLE V

### TRANSPARENCY PROVISION

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

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

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



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

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



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



**CONTRACT SCHEDULE 5**

**DESCRIPTION OF STAFF RESPONSIBILITIES**



**SCHEDULE 5**  
**DESCRIPTION OF STAFF RESPONSIBILITIES**

Superintendent .....	5-1
Dean of Students .....	5-4
Instructional Coach .....	5-5
Dean .....	5-5
Crisis Counselor.....	5-7
Business Office Coordinator.....	5-9
Virtual Education Coordinator.....	5-11
Office Assistant.....	5-12
Academic Advisor .....	5-14
English Teacher (9-12) .....	5-16
Mathematics Teacher (9-12).....	5-19
Science Teacher .....	5-22
World History Teacher .....	5-25
Social Studies Teach – Civics.....	5-27
Special Education Teacher.....	5-32
Learning Lab Instructor .....	5-35
Title I Paraprofessional .....	5-38
Administrative Services Agreement .....	5-43
Charter School Client Services Agreement .....	5-47
Services Agreement Addendum .....	5-61
Service Agreement Amendment.....	5-62
Service Agreement Addendum .....	5-64



## **Superintendent**

### **Position Purpose**

To inspire, lead, guide and direct every member of the instructional, and supportive services teams in setting and achieving the highest standards of excellence in developing and maintaining the best possible educational programs and services, so that each individual student enrolled in the school district will be provided with a complete, valuable, meaningful, and personally rewarding education.

To oversee and administer the use of all school district facilities, property, and funds with to ensure that those resources are utilized in an appropriate manner.

**Job Title:** Administrator/Superintendent

**Employed By:** Battle Creek Area Learning Center Board of Education (BCALC)

**Supervisor:** BCALC Board of Directors

**Location:** Calhoun Community High School

### **Job Summary**

Responsible for the Public School Academy, including academic, curricular, maintenance, governmental and authorizer compliance, negotiations with all third-party contracts, and oversee staff assigned to Academy. Administrator must possess leadership skills, strong organizational skills, and technology skills.

The Administrator shall assume the role and duties of District Superintendent, School Principal, Curriculum Director, Chief Financial Officer, and all other duties as assigned by law and BCALC.

### **Job Duties**

- Oversees daily management and operations of the Academy
- Ensure submission of reports are completed in a timely fashion, including payroll, MDE, U.S. Department of Education, authorizer, and other applicable agencies
- Oversee collaboration of staff with AccessPoint Educational HR staff to ensure compliance requirements are met
- Attend meetings as required by supervisor and/or requested by BCALC board
- Maintain and monitor compliance for the Academy's educational services in accordance with requirements set forth by Michigan Department of Education (MDE), local intermediate school district (ISD), Bay Mills Community College and other regulatory entities
- Adheres to, and complies with, all AccessPoint Educational HR policies, regulations, and operating procedures
- Responsible for the implementation and oversight of Academy-wide programs, including, but not limited to, academic programming, building-wide assessment, extra-curricular activities, and/or after school or extended day programs
- Works closely with teaching staff to establish and maintain a strong culture of academic excellence and disciplined behavior among students



- Establishes the annual Academy budget and monitors budget and expenditures with support and guidance from AccessPoint Educational HR.
- Supports teachers in classroom management, discipline, safety, and curriculum
- Reviews teacher's lesson plans and provides recommendations for improvement when necessary
- Coordinates and implement curriculum training, and monitors, tracks, and reports adherence to meeting goals
- Coordinates and implements staff training activities and professional development in accordance with Academy, district, authorizer, governmental, and school board goals
- Seeks bids for procurement of contracted services, equipment, and supplies

### **Job Duties continued**

- Monitors and evaluates instructional and non-instructional staff
- Communicates regularly with staff, students, and parents
- Other duties as assigned by AccessPoint Educational HR

### **Supervises**

- AccessPoint Educational HR staff assigned to work at Calhoun Community High School.

### **Education and Experience**

- Teaching experience and administrative experience preferred
- Master's degree required
- Ability to promote the school and the school's interests to the public through public forums

### **Criminal Background Check**

- Must satisfactorily meet criminal background requirements as outlined in the Michigan Safety Legislation

### **Certification, Licenses, and Registrations**

- Certification requirements can be reviewed at [https://www.michigan.gov/documents/mde/AdminCert\\_530855\\_7.pdf](https://www.michigan.gov/documents/mde/AdminCert_530855_7.pdf)
- Valid Michigan Administrator Certificate or enrollment in a program leading to certification as a school administrator not later than six months after he or she begins employment
- Must meet continuing education requirements as prescribed by rules promulgated by the State of Michigan, as applicable



### **Physical and Mental Requirements**

- Job requires extended use of computer
- Ability to sit, stand, walk, speak, listen, taste, and smell
- Ability to understand meaning of words and articulate effective responses
- Ability to add, subtract, multiply, and divide

### **Work Environment**

- Typically quiet work environment with sporadic periods of loud noise
- Office environment with heat and air-conditioning

### **Compensation**

- Commensurate to level of experience and education

For more information regarding application, please contact board chairperson, Rhonda Ostrander-Cook at 269-924-7247.

**FLSA Status:** Exempt



## **Battle Creek Area Learning Center**

### **Job Description**

**Job Title:** Dean of Students

### **Job Qualifications:**

- Valid Michigan Teaching and/or Counseling License

### **Job Purpose Statement:**

- The position of "Dean of Students" is responsible for attendance, discipline, safety, and related student personnel services and performs the duties within the authority and responsibility delegated by the Superintendent.

### **Reports To:**

- Superintendent

### **Essential Job Functions:**

- Recommends, administers and enforces building policies and procedures related to attendance and discipline.
- Supervises and is responsible for the maintenance and management of each student's attendance and discipline records and policies.
- Plans and implements preventive disciplinary measures through changes in programming, counseling, home visits, schedule changes, behavioral plans, etc.
- Maintains disciplinary files. Exercises appropriate leadership in processing student behavioral problems including accurate record keeping of infractions as well as communication with parents and staff.
- Assists in the planning and implementation of the school's emergency preparedness program.
- Organizes and coordinates academic intervention programs for students including working lunch and assigned study halls.
- Manages teaching and support staff.
- Conduct staff evaluations.
- Monitor and coach staff on classroom management and curriculum.
- Review, recommend, and implement new curriculum.

### **Other Job Functions:**

- Shares responsibilities of organizing and supervising all major events and programs with the superintendent.
- Assists in the implementation and plan for proper conduct of participants and spectators at all public events.
- Assist in the monitoring, inspection and supervision of school facilities.
- Other duties as assigned.

### **Experience Recommended:**

- Three to five years teaching/counseling experience recommended.



## **Instructional Coach Job Description**

### **Position Description:**

An Instructional Coach at CCHS plays a crucial role in supporting educators to enhance teaching practices and improve student outcomes. An Instructional Coach fosters a culture of continuous improvement, professional growth and development. This position offers an exciting opportunity to make a meaningful impact on both educators and students in a vibrant and creative learning environment.

### **Position Responsibilities:**

#### **Curriculum Development:**

- Work with teachers to align curriculum and instructional practices with state standards and the school's curriculum framework.
- Provide guidance on the selection and implementation of effective instructional materials and resources.
- Facilitate and monitor teachers' intellectual preparation for instruction.

#### **Classroom Observation and Feedback:**

- Conduct regular classroom observations to provide constructive feedback to teachers on instructional strategies, classroom management, and student engagement.
- Collaborate with teachers to set goals for professional growth and develop action plans to achieve those goals.

#### **Instructional Leadership:**

- Foster a culture of collaboration and shared responsibility among educators through team meetings, professional learning communities, and collaborative planning sessions.
- Demonstrate effective instructional practices by modeling lessons, co-teaching, and providing support to teachers in the implementation of innovative and research-based strategies.
- Collaborate with other instructional coaches and school leadership to ensure a cohesive and integrated approach to professional development.
- Analyze student achievement data to identify trends, strengths, and areas for improvement.
- Collaborate with teachers to set data-driven instructional goals and strategies to improve student learning outcomes.

#### **Professional Development:**

- Design, implement, and facilitate professional development sessions that align with the school's mission, goals, and instructional priorities.
- Collaborate with teachers and school leaders to assess professional development needs and tailor coaching sessions accordingly.



**School Leadership:**

- Support development of the school-wide vision and school improvement plan and take an active role in investing and mobilizing teachers to achieve the collective goals of the school.
- Complete other duties and responsibilities as designated by the Lead Instructional Specialist and other school administration

**Qualifications:**

- Bachelor's Degree in education.
- Master's Degree in Education, Curriculum & Instruction, Teaching or Administration Preferred.
- Current, Valid Michigan Teacher Certification
- A minimum of 5 years of effective classroom teaching
- Demonstrated management and leadership skills
- Strong understanding of content standards, instructional strategies, curriculum development, and assessment practices
- Excellent communication, interpersonal, and leadership skills
- Ability to analyze data and make data-driven decisions
- Commitment to fostering a positive and inclusive school culture
- Commitment to continuous improvement processes.

**Physical Requirements:** Light Work: Exerting up to 50 pounds of force occasionally and/or up to 10 pounds of force as frequently as needed to move objects; frequent standing, stooping, bending, pushing and pulling.

**Terms of Employment:** Salary and benefits shall be paid consistent with the employee qualifications and experience. Medical and dental benefits paid for employee and 20% contribution to 401k. Length of the work year and hours of employment shall be those established by the District.



## **Crisis Counselor Job Description**

### **Job Summary**

The Crisis Intervention Counselor works with students, parents, staff, and community resources, including the development and oversight of a comprehensive school plan to address the social and emotional welfare for all students. The Crisis Intervention Counselor's goals are to create strategies to identify, assist, and support students who are experiencing the effects of substance abuse, crisis, or exhibiting behaviors of concern. They will also train and assist staff in recognizing, addressing, and responding to students that exhibit these characteristics or behaviors through the development of a comprehensive intervention program. This is accomplished through the development of a healthy school environment for students by providing counseling, support groups, presentations, prevention activities, classroom guidance, and crisis intervention. Areas addressed include: family issues, coping skills, healthy relationships, conflict resolution, anger management, physical and emotional abuse, stress, grief and loss, depression, self-injury, bullying/bias/harassment, suicide, and substance abuse.

### **Responsibilities**

- Effectively plan and implement the school guidance and counseling program to meet identified needs.
- Train and assist staff in areas of intervention counseling.
- Provide guidance to students in crisis.
- Provide curriculum based counseling to individuals and small groups relative to their concerns.
- Use an effective referral process to help students and others utilize community programs and services.
- Assume responsibility for compiling, maintaining, and filing all reports, records, and other documents required.
- Comply with policies established by federal and state law, State Board of Education rule, and the BCALC/CCHS Executive Board.
- Develop, maintain, and communicate with parents, teachers, administrators, and community stakeholders.
- Other duties as assigned by the superintendent.

### **Supervises**

- None.

### **Qualifications**

- Bachelor's Degree
- Master's Degree in Counseling (preferred)
- 3 years of experience in student support.
- Relevant experience in intervention or at-risk counseling.



- Effective interpersonal skills.
- Excellent oral and written communication skills.

### **Certification, Licenses, and Registrations**

- Social work/Counseling (preferred)

### **Physical and Mental Requirements**

- Requires use of computer, telecommunications, fax machines, copier, etc.
- Requires walking, standing/sitting, lifting, carrying up to 25 pounds, and stooping/bending.
- This individual should be a self-motivated starter, perform tasks with little or no supervision, maintain a proactive attitude when establishing relationships, and maintain emotional control under stress.

### **Compensation**

\$52,000 per year salary, 20% 401K contribution, medical, dental, and vision, 175 days.



**Job Title:** Business Office Coordinator  
**Employed By:** AccessPoint Educational HR  
**Supervisor:** Superintendent  
**Location:** Calhoun Community High School  
**FLSA Status:** Full Time Non-Exempt

**Job Summary**

Supports company operations by maintaining office systems, and creating a welcoming environment that is positive and encouraging, in accordance with Calhoun Community High School goals and applicable laws and regulations.

**Job Duties**

- Submit reports in a timely fashion, including payroll, Michigan Department of Education, US Department of Education, and other applicable agencies.
- Work with AccessPoint Educational HR staff to ensure compliance requirements are met.
- Oversee student enrollment process, including answering questions, scheduling interviews, and creating student files.
- Provide clear communication to parents regarding policies, procedures, activities, and other school-related programs.
- Ensure academy student information system (Skyward) is up to date at all times.
- Attend meetings as required by supervisor including school board meetings.
- Provide a welcoming atmosphere for discussion with students, parents, coworkers, and the community.
- Coordinate access to employee files in compliance with applicable laws and regulations.
- Prepare monthly reports for the academy board.
- Participate in strategy sessions.
- Work with EAS Schools, Inc. to control accounts payable and receivable. This includes, but is not limited to paying bills, sending invoices, and processing purchase orders.
- Complete pupil accounting requirements accurately and on time.
- Other duties as assigned.

**Supervises**

- None

**Education and Experience**

- Bachelor's Degree preferred and/or
- Previous office experience

**Certification, Licenses, and Registrations**

- None

**Physical and Mental Requirements**

- Job requires extended use of computer.



- Ability to sit, stand, walk, speak, listen, taste, and smell.
- Ability to understand the meaning of words and articulate effective responses.
- Ability to add, subtract, multiply, and divide.

### **Compensation**

- \$ 45,000 annual salary
- 20% 401K contribution
- Medical, dental, and vision
- 12 Month employee



Subject: Virtual Education Coordinator Procedures and Job Description

Responsibilities: Anyone in this position

Purpose: Provide guidance on yearly, quarterly, and daily procedures

Scope: SOP applies to all CCHS staff members

- 1) Daily login to Edgenuity, Gmail, Skyward, and Ehallpass
  - a. Review any activities on Dashboard to be graded or unlocked
  - b. Take attendance
  - c. Verify that students are logged in to Edgenuity and completing assignments
  - d. Tutor as needed
- 2) Quarterly
  - a. Review Skyward for current quarter enrollment for virtual and in-person students
  - b. Create and enroll students in Edgenuity
  - c. Print quarter end progress reports and close out quarter courses and archive students as necessary
- 3) Yearly
  - a. Compile all attendance logs, progress reports, and Summer School information for filing
- 4) Count Days
  - a. Coordinator responsible for making sure any students enrolled in Edgenuity are counted during October and February periods
- 5) Any other duties as assigned by the superintendent.



Job Title: Office Assistant  
Employed By: AccessPoint Educational HR  
Supervisor: Superintendent  
Location: Calhoun Community High School  
FLSA Status: Full Time Non-Exempt

### **Job Summary**

This is an 11-month position starting on the first Monday of August and ending on the last Friday of June. July is off without pay. This position assists the office staff and superintendent in accordance with Calhoun Community High School goals and applicable laws and regulations.

### **Job Duties**

- Answer phone, and take messages or forward calls as necessary
- Greet persons entering school, determine nature and purpose of visit, and direct or escort them to specific destinations
- File and maintain records
- Collect, sort, distribute, and prepare mail
- Provide information about school to general public
- Answer inquiries and obtain information for general public, students, visitors, and other interested parties
- Maintain district website
- Assist with completing the Registry of Educational Personnel report
- Assist with purchasing and graduation
- Begin enrollment process with new enrollees
- Establish an organizational system for the office (records room, data hub room, collating room, main office)
- Attend board meetings if Business Office Coordinator is unable to attend
- Other duties as assigned

### **Supervises**

- None

### **Education and Experience**

- High school diploma required, some college or bachelor's degree preferred

### **Certification, Licenses, and Registrations**

- None

### **Physical and Mental Requirements**

- Job requires extended use of computer
- Ability to sit, stand, walk, speak, listen, taste, and smell
- Ability to understand meaning of words and articulate effective responses
- Ability to add, subtract, multiply, and divide



### **Work Environment**

- Typically, quiet environment with sporadic periods of loud noise
- Office environment with heat and air conditioning

### **Pay and benefits**

- \$ 17.00 per hour
- 20% 401K
- Medical benefits paid for single person



## **Academic Advisor**

### **Position Purpose**

Under the general supervision of the Dean of Students, to provide students, parents, administrators, and other teaching staff with information on career and or educational opportunities; administer and interpret career assessment tools; and assist students in developing educational and occupational goals and plans.

### **Essential Performance Responsibilities**

- Assists students in making course and subject selections, as well as with evaluating career interests and choices.
- Assists in the scheduling of classes.
- Obtains and disseminates information regarding occupational opportunities to students and to classes studying occupations.
- Assists students with admissions, scholarship and identifying employment opportunities.
- Assists with the registration and orientation students who are new to the school regarding procedures and educational opportunities.
- Assists with the school district's dropout prevention efforts.
- Plans and coordinates field trips to institutions of higher learning, businesses and other organizations related to guidance responsibilities.
- Continues to acquire professional knowledge and learn of current developments in the educational field by attending seminars, workshops or professional meetings, or by conducting research, and by maintaining professional relationships with members of institutions of higher learning and the business community.
- Organizes and maintains a system for accurate and complete record-keeping and providing student information to prospective colleges and employers, as required by district procedures and applicable laws.
- Encourages parental involvement in students' education and ensures effective communication with students and parents.

### **Additional Duties**

Performs other related tasks as assigned by the Principal and other central office administrators as designated by the Superintendent.

**Note:** The above description is illustrative of tasks and responsibilities. It is not meant to be all inclusive of every task or responsibility.

### **Equipment**

Uses standard office equipment such as personal computers, printer, copy and fax machines, and telephone.

### **Travel Requirements**

Travels to school district buildings and professional meetings as required.

### **Knowledge, Skills and Abilities**



- Knowledge of pre/post high school program eligibility requirements.
- Knowledge of college/university admissions processes, scholarship programs and other educational opportunities.
- Knowledge of current developments in business and industry regarding career opportunities and employment.
- Knowledge of data information systems, data analysis and the formulation of action plans.
- Knowledge of applicable federal and state laws regarding education and students.
- Ability to use computer network system and software applications as needed.
- Ability to organize and coordinate work.
- Ability to communicate effectively with students and parents.
- Ability to engage in self-evaluation with regard to performance and professional growth.
- Ability to establish and maintain cooperative working relationships with others contacted in the course of work.

### **Physical and Mental Demands, Work Hazards**

Works in standard office and school building environments.

**Note:** Also see the Summary of Physical, Sensory and Environmental Requirements Needed to Perform Essential Job Duties for this position.

### **Qualifications Profile**

- Certification/License: Career and College Readiness certification
- Motor Vehicle Operator's License or ability to provide own transportation.

### **Education**

- Bachelors preferred in career and college readiness, advising.

### **Experience**

Successful prior teaching experience for the appropriate grade level preferred.

**FLSA Status:**     **Exempt**



## **English Teacher (Grades 9-12)**

### **Position Purpose**

Under the general supervision of the School Principal, to develop students' skills in listening, speaking, reading and writing, foster communication skills, develop an understanding and appreciation of literature of all types, motivate students to read a wide variety of publications to derive information, comprehend and critically assess the reading materials, and to promote the development of skills in the field of English reading, grammar and syntax.

### **Essential Functions**

- Develops and administers English education curriculum consistent with school district goals and objectives.
- Promotes a classroom environment that is safe and conducive to individualized and small group instruction, and student learning.
- Develops lesson plans and instructional materials and translates lesson plans into learning experiences to develop pertinent sequential assignments, challenge students, and best utilize the available time for instruction.
- Teaches knowledge and skills in English grammar and syntax, sentence and paragraph structure, composition, vocabulary and proper word usage, word denotations and connotations, creative writing, independent thinking, communication and speaking.
- Develops standards for critical analysis through group discussions on a variety of reading materials, including the mass media, and a wide range of literature.
- Works with students and others to prepare materials for inclusion in literary publications, contests, etc.
- Conducts ongoing assessment of student learning and progress, and modifies instructional methods to fit individual student's needs, including students with special needs.
- Maintains familiarity with district and Michigan State standardized tests for the purpose of adapting curriculum to maximize student achievement on such tests.
- Continues to acquire professional knowledge and learn of current developments in the educational field by attending seminars, workshops or professional meetings, or by conducting research.
- Organizes and maintains a system for accurate and complete record-keeping, grading, and reporting for all student activities, achievement and attendance as required by district procedures and applicable laws.
- Encourages parental involvement in students education and ensures effective communication with students and parents.
- Ensures that student conduct conforms to the school's standards and school district policies, and establishes and maintains standards of student behavior needed to achieve a functional learning atmosphere in the classroom.
- Coordinates with other professional staff members, especially within grade level, and participates in faculty meetings and committees.
- Selects and requisitions appropriate books, instructional aids and other supplies and equipment and maintains inventory records.



**Additional Duties**

Performs other related tasks as assigned by the Principal and other central office administrators as designated by the Superintendent.

**Note:** The above description is illustrative of tasks and responsibilities. It is not meant to be all inclusive of every task or responsibility.

**Equipment**

Uses standard office equipment such as personal computers, printer, copy and fax machines, and telephone.

**Travel Requirements**

Travels to school district buildings and professional meetings as required.

**Knowledge, Skills and Abilities**

- Knowledge of current teaching methods and educational pedagogy, as well as differentiated instruction based upon student learning styles.
- Knowledge of English grammar, word usage, word denotations and connotations, spelling, literature and other content areas taught.
- Knowledge of data information systems, data analysis and the formulation of action plans.
- Knowledge of applicable federal and state laws regarding education and students.
- Ability to use computer network system and software applications as needed.
- Ability to organize and coordinate work.
- Ability to communicate effectively with students and parents.
- Ability to engage in self-evaluation with regard to performance and professional growth.
- Ability to establish and maintain cooperative working relationships with others contacted in the course of work.

**Physical and Mental Demands, Work Hazards**

Works in standard office and school building environments.

**Note:** Also see the Summary of Physical, Sensory and Environmental Requirements Needed to Perform Essential Functions for this position.

**Qualifications Profile****Certification/License:**

- Michigan State Certification as an English Education Teacher.

**Education:**

- Bachelors from an accredited college or university in education discipline applicable to teaching assignment.



**Experience:**

Successful prior teaching experiences in English a plus but not required.

**Benefits:**

- Salary dependent on education and experience, 20% to 401K, medical coverage paid for single.

**FLSA Status:**     **Exempt**



## **Mathematics Teacher (Grades 9-12)**

### **Position Purpose**

Under the general supervision of the School Superintendent, to develop students' skills and competence in basic and complex mathematical principles, equations, formulas and calculations, as well as an understanding of the application of mathematics in the solution of practical problems.

### **Essential Performance Responsibilities**

- Develops and administers mathematics curriculum consistent with school district goals and objectives.
- Promotes a classroom environment that is safe and conducive to individualized and small group instruction, and student learning.
- Develops lesson plans and instructional materials for subject area, and translates lesson plans into learning experiences to develop pertinent sequential assignments, challenge students, and best utilize the available time for instruction.
- Teaches knowledge and skills in mathematics, including concepts such as real and imaginary numbers, formulas, calculations and geometry, and promotes creative thinking and analysis in all related subject areas.
- Designs learning activities to demonstrate the application of mathematics to everyday existence and problem-solving.
- Conducts ongoing assessment of student learning and progress, and modifies instructional methods to fit individual student's needs, including students with special needs; conducts individual and small group instruction as needed.
- Maintains familiarity with district and Connecticut State standardized tests for the purpose of adapting curriculum to maximize student achievement on such tests.
- Continues to acquire professional knowledge and learn of current developments in the educational field by attending seminars, workshops or professional meetings, or by conducting research.
- Organizes and maintains a system for accurate and complete record-keeping, grading, and reporting for all student activities, achievement and attendance as required by district procedures and applicable laws.
- Encourages parental involvement in students' education and ensures effective communication with students and parents.
- Ensures that student conduct conforms to the school's standards and school district policies, and establishes and maintains standards of student behavior needed to achieve a functional learning atmosphere in the classroom.
- Coordinates with other professional staff members, especially within grade level, and participates in faculty meetings and committees.
- Selects and requisitions appropriate books, instructional aids and other supplies and equipment and maintains inventory records.

### **Additional Duties**

Performs other related tasks as assigned by the Principal and other central office administrators as designated by the Superintendent.



**Note:** The above description is illustrative of tasks and responsibilities. It is not meant to be all inclusive of every task or responsibility.

### **Equipment**

Uses standard office equipment such as personal computers, printer, copy and fax machines, and telephone.

### **Travel Requirements**

Travels to school district buildings and professional meetings as required.

### **Knowledge, Skills and Abilities**

- Knowledge of current teaching methods and educational pedagogy, as well as differentiated instruction based upon student learning styles.
- Knowledge of a wide range of mathematic subject areas, including arithmetic equations, calculus, trigonometry, geometry, and other related areas.
- Knowledge of data information systems, data analysis and the formulation of action plans.
- Knowledge of applicable federal and state laws regarding education and students.
- Ability to use computer network system and software applications as needed.
- Ability to organize and coordinate work.
- Ability to communicate effectively with students and parents.
- Ability to engage in self-evaluation with regard to performance and professional growth.
- Ability to establish and maintain cooperative working relationships with others contacted in the course of work.

### **Physical and Mental Demands, Work Hazards**

Works in standard office and school building environments.

**Note:** Also see the Summary of Physical, Sensory and Environmental Requirements Needed to Perform Essential Functions for this position.

### **Qualifications Profile**

- Certification/License:
- [State] State Certification as a Mathematics Education Teacher (#029 or #229 as appropriate).
- Motor Vehicle Operator's License or ability to provide own transportation.

### **Education**

- Bachelors from an accredited college or university in education discipline applicable to teaching assignment.

### **Experience**

Successful prior teaching experience for the appropriate grade level preferred.



**Benefits**

Medical paid for single, 20% to 401K, salary based on experience.

**FLSA Status:**     **Exempt**



## **Science Teacher**

### **Position Purpose**

- Under the general supervision of the School Superintendent, to develop students' skills and competence in one or more fields of science, including general science, earth science, biology, physiology, chemistry, and physics; develops students skills and abilities in scientific methods and problem-solving, as well as an understanding of the application of science in the solution of practical problems.

### **Essential Functions**

- Teaches knowledge and skills in one or more fields of science, including general science, earth science, biology, physiology, chemistry, and physics, in accordance with district curriculum.
- Promotes critical and creative thinking and analysis in all related subject areas.
- Promotes a classroom environment that is safe and conducive to individualized and small group instruction, and student learning.
- Develops lesson plans and instructional materials for subject area, and translates lesson plans into learning experiences to develop pertinent sequential assignments, challenge students, and best utilize the available time for instruction.
- Designs learning activities to demonstrate the application of science to everyday existence, including scientific research projects, demonstrations, experiments, and laboratory activities.
- Instructs students in the proper use and care of scientific equipment, chemicals, and plant and animal life.
- Conducts ongoing assessment of student learning and progress, and modifies instructional methods to fit individual student's needs, including students with special needs; conducts individual and small group instruction as needed.
- Maintains familiarity with district and Michigan State standardized tests for the purpose of adapting curriculum to maximize student achievement on such tests.
- Continues to acquire professional knowledge and learn of current developments in the educational field by attending seminars, workshops or professional meetings, or by conducting research.
- Organizes and maintains a system for accurate and complete record-keeping, grading, and reporting for all student activities, achievement and attendance as required by district procedures and applicable laws.



- Encourages parental involvement in students' education and ensures effective communication with students and parents.
- Ensures that student conduct conforms to the school's standards and school district policies, and establishes and maintains standards of student behavior needed to achieve a functional learning atmosphere in the classroom.
- Coordinates with other professional staff members, especially within grade level, and participates in faculty meetings and committees.
- Selects and requisitions appropriate books, instructional aids and other supplies and equipment, maintains inventory records, and ensures equipment is in good working order.

### **Additional Duties**

- Performs other related tasks as assigned by the Principal and other central office administrators as designated by the Superintendent.

Note: The above description is illustrative of tasks and responsibilities. It is not meant to be all inclusive of every task or responsibility.

### **Equipment**

- Uses standard office equipment such as personal computers, printer, copy and fax machines, and telephone.

### **Travel Requirements**

- Travels to school district buildings and professional meetings as required.
- Knowledge, Skills and Abilities
- Knowledge of current teaching methods and educational pedagogy, as well as differentiated instruction based upon student learning styles.
- Knowledge of a wide range of science subject areas, including general science, earth science, biology, physiology, chemistry, physics, and other related areas (e.g., mathematics).
- Knowledge of data information systems, data analysis and the formulation of action plans.
- Knowledge of applicable federal and state laws regarding education and students.
- Ability to use computer network system and software applications as needed.



- Ability to organize and coordinate work.
- Ability to communicate effectively with students and parents.
- Ability to engage in self-evaluation with regard to performance and professional growth.
- Ability to establish and maintain cooperative working relationships with others contacted in the course of work.

### **Physical and Mental Demands, Work Hazards**

- Works in standard office and school building environments.

Note: Also see the Summary of Physical, Sensory and Environmental Requirements Needed to Perform Essential Functions for this position.

### **Qualifications Profile**

#### **Certification/License:**

- State Certification as a Science Teacher or as required for position.
- Motor Vehicle Operator's License or ability to provide own transportation.

#### **Education:**

- Bachelors from an accredited college or university in education discipline applicable to teaching assignment.
- Masters Degree preferred.

#### **Experience:**

- Successful prior teaching experience for the appropriate grade level preferred but not required.

**FLSA Status:** Exempt



## **World History Teacher**

### **Position Purpose**

Under the general supervision of the School Principal, to develop students' knowledge of world history; to foster an understanding and appreciation of world cultures, languages, racial, ethnic and religious groups, and political systems.

### **Essential Functions**

- Develops and administers World History curriculum consistent with school district goals and objectives.
- Promotes a classroom environment that is safe and conducive to individualized and small group instruction, and student learning.
- Develops lesson plans and instructional materials and translates lesson plans into learning experiences to develop unit organization around historical problems.
- Teaches knowledge of world history from early to modern historic periods, incorporating into history lessons the related subjects of political science, economics, sociology, geography, and anthropology within a historical context.
- Promotes the formation of attitudes and skills that will enable students to analyze intelligently the world around them so that they can be constructively participating members of a free society predicated on the rule of law.
- Fosters an understanding of the continuity and patterns of human behavior through the ages, an understanding of humanity's major problems and approaches to their solution(s).
- Demonstrates the manner in which the past provides a comparative basis from which to evaluate the nature of current issues and predict courses of action for the future, with cross reference to contemporary matters of importance.
- Develops students' research skills, through a variety of reading and writing assignments to stimulate self-reliance in problem-solving through effective utilization of library materials.
- Promotes students' critical analysis of the effect media has on the flow of information and shaping of public discourse, and encourage students to seek out and compare alternative sources of information concerning the key issues of their world.
- Conducts ongoing assessment of student learning and progress, and modifies instructional methods to fit individual student's needs, including students with special needs; conducts individual and small group instruction as needed.
- Continues to acquire professional knowledge and learn of current developments in the educational field by attending seminars, workshops or professional meetings, or by conducting research.
- Organizes and maintains a system for accurate and complete record-keeping, grading, and reporting for all student activities, achievement and attendance as required by district procedures and applicable laws.
- Encourages parental involvement in students' education and ensures effective communication with students and parents.



- Ensures that student conduct conforms to the school's standards and school district policies, and establishes and maintains standards of student behavior needed to achieve a functional learning atmosphere in the classroom.
- Coordinates with other professional staff members, especially within grade level, and participates in faculty meetings and committees.
- Selects and requisitions appropriate books, instructional aids and other supplies and equipment and maintains inventory records.

### **Additional Duties**

- Performs other related tasks as assigned by the Principal and other central office administrators as designated by the Superintendent.

**Note:** The above description is illustrative of tasks and responsibilities. It is not meant to be all inclusive of every task or responsibility.

### **Equipment**

- Uses standard office equipment such as personal computers, printer, copy and fax machines, and telephone.

### **Travel Requirements**

- Travels to school district buildings and professional meetings as required.

### **Skills, Knowledge, Abilities**

- Knowledge of current teaching methods and educational pedagogy, as well as differentiated instruction based upon student learning styles.
- Knowledge of world history in a variety of sub-topic areas, including geography, sociology, economics, political science, systems of government, anthropology, responsible citizenship, and humanities.
- Knowledge of humanity's major problems and approaches to their solution(s) in the past.
- Knowledge of data information systems, data analysis and the formulation of action plans.
- Knowledge of applicable federal and state laws regarding education and students.
- Ability to use computer network system and software applications as needed.
- Ability to organize and coordinate work.
- Ability to communicate effectively with students and parents.
- Ability to engage in self-evaluation with regard to performance and professional growth.
- Ability to establish and maintain cooperative working relationships with others contacted in the course of work.



### **Physical and Mental Demands, Work Hazards**

- Works in standard office and school building environments.

**Note:** Also see the Summary of Physical, Sensory and Environmental Requirements Needed to Perform Essential Functions for this position.

### **Qualifications Profile**

#### Certification/License:

- Michigan State Certification as an History Teacher.
- Motor Vehicle Operator's License or ability to provide own transportation.

#### Education:

- Bachelors from an accredited college or university in education discipline applicable to teaching assignment.
- Masters Degree preferred.

#### Experience:

- Successful prior teaching experience for the appropriate grade level preferred.

**FLSA Status:** Exempt



## **Social Studies Teacher - Civics**

### **Position Purpose**

- Under the general supervision of the School Principal, to develop students' knowledge and understanding of world cultures and cultural evolution; to develop skills in research of social orders; and develop an understanding of the existence and importance of geographical, historical, cultural and political factors that influence the development of world societies, socio-economic systems and political systems, as well as their inter-relationship and interdependence.
- To foster an understanding and appreciation of world cultures, languages, racial, ethnic and religious groups, and political systems.

### **Essential Functions**

- Develops and administers Social Studies curriculum consistent with school district goals and objectives.
- Develops lesson plans and instructional materials and translates lesson plans into learning experiences to develop unit organization around historical problems, challenge students, and best utilize the available time for instruction.
- Teaches knowledge of social studies, incorporating history, geography, economics, political science, systems of government, education, responsible citizenship, and humanities.
- Develops students' understanding of various racial, ethnic, religious and political groups and mores, as well as socio-economic status, and the influence of various factors on human rights and freedom.
- Fosters an understanding of the continuity and patterns of human behavior through the ages, and an awareness of the complexity and interrelationship of local, state, national and world problems and approaches to their solution(s).
- Demonstrates the manner in which the past provides a comparative basis from which to evaluate the nature of current issues and predict courses of action for the future, with continuous cross reference to contemporary matters of importance.
- Develops students' research skills, interpersonal skills, and ability to make critical value judgments and contribute to the thoughtful exchange of ideas, through a variety of reading, writing, group discussion and presentation assignments to stimulate self-reliance in problem-solving and drawing conclusions.



- Promotes students' critical analysis of the effect media has on the flow of information and shaping of public discourse, and encourage students to seek out and compare alternative sources of information concerning the key issues of their world.
- Conducts ongoing assessment of student learning and progress, and modifies instructional methods to fit individual student's needs, including students with special needs; conducts individual and small group instruction as needed.
- Continues to acquire professional knowledge and learn of current developments in the educational field by attending seminars, workshops or professional meetings, or by conducting research.
- Organizes and maintains a system for accurate and complete record-keeping, grading, and reporting for all student activities, achievement and attendance as required by district procedures and applicable laws.
- Encourages parental involvement in students' education and ensures effective communication with students and parents.
- Ensures that student conduct conforms to the school's standards and school district policies, and establishes and maintains standards of student behavior needed to achieve a functional learning atmosphere in the classroom.
- Coordinates with other professional staff members, especially within grade level, and participates in faculty meetings and committees.
- Selects and requisitions appropriate books, instructional aids and other supplies and equipment and maintains inventory records.

### **Additional Duties**

- Performs other related tasks as assigned by the Principal and other central office administrators as designated by the Superintendent.

Note: The above description is illustrative of tasks and responsibilities. It is not meant to be all inclusive of every task or responsibility.

### **Equipment**



- Uses standard office equipment such as personal computers, printer, copy and fax machines, and telephone.

### **Travel Requirements**

- Travels to school district buildings and professional meetings as required.

### **Skills, Knowledge, Abilities**

- Knowledge of current teaching methods and educational pedagogy, as well as differentiated instruction based upon student learning styles.
- Knowledge of world history in a variety of sub-topic, including history, geography, sociology, economics, political science, systems of government, education, responsible citizenship, anthropology, and humanities.
- Knowledge of humanity's major problems and approaches to their solution(s) in the past.
- Knowledge of data information systems, data analysis and the formulation of action plans.
- Knowledge of applicable federal and state laws regarding education and students.
- Ability to use computer network system and software applications as needed.
- Ability to organize and coordinate work.
- Ability to communicate effectively with students and parents.
- Ability to engage in self-evaluation with regard to performance and professional growth.
- Ability to establish and maintain cooperative working relationships with others contacted in the course of work.

### **Physical and Mental Demands, Work Hazards**

- Works in standard office and school building environments.

Note: Also see the Summary of Physical, Sensory and Environmental Requirements Needed to Perform Essential Functions for this position.



## **Qualifications Profile**

### **Certification/License:**

- Michigan State Certification as a Social Studies Teacher.
- Motor Vehicle Operator's License or ability to provide own transportation.

### **Education:**

- Bachelors from an accredited college or university in education discipline applicable to teaching assignment.
- Masters Degree preferred.

### **Experience:**

- Successful prior teaching experience for the appropriate grade level preferred.

**FLSA Status:** Exempt



## **Special Education Teacher**

### **Position Purpose**

- Under the general supervision of the School Superintendent, to maximize the learning experience of students with special needs, in academics, interpersonal skills and activities of daily living by implementing district approved curriculum; documenting teaching and student progress/activities, outcomes; addressing students' specific needs; providing a safe and optimal learning environment.

### **Essential Functions**

- Conducts assessments, testing and diagnostic examinations of students for the purpose of identifying learning issues, and recommending courses of action or corrective procedures to overcome issues and maximize learning.
- Participates in PPT's and assists in developing Individual Educational Plans ("IEP") for students.
- Assists students and teaching staff in implementing students' IEP's and behavior management plans.
- Coordinates with outside agencies, organizations and institutions, including state and federal authorities as needed.
- Coordinates with administrators and other teaching staff members to ascertain individual student's abilities and needs, including students with special needs, and to familiarize stakeholders with social work services.
- Serves as ready resource to students and parents to provide counseling that will lead each student to increased personal growth, self-understanding, and behavioral management; serves as liaison between home and school.
- Continues to acquire professional knowledge and learn of current developments in the educational field by attending seminars, workshops or professional meetings, or by conducting research, and by maintaining professional relationships with members of institutions of higher learning and the business community.
- Organizes and maintains a system for accurate and complete record-keeping and providing student information to prospective colleges and employers, as required by district procedures and applicable laws.
- Encourages parental involvement in students' education and ensures effective communication with students and parents.
- Assists in the orientation of new teachers, and provides in-service training in guidance.



- Selects and requisitions appropriate books, aids and other supplies and equipment and maintains inventory records.

### **Additional Duties**

- Performs other related tasks as assigned by the Principal and other central office administrators as designated by the Superintendent.

Note: The above description is illustrative of tasks and responsibilities. It is not meant to be all inclusive of every task or responsibility.

### **Equipment**

- Uses standard office equipment such as personal computers, printer, copy and fax machines, and telephone.

### **Travel Requirements**

- Travels to school district buildings and professional meetings as required.

### **Skills, Knowledge, Abilities**

- Knowledge of Special Education principles, theories, testing, methods, etc. as well as proven methods of maximizing the educational experience of students with special needs.
- Knowledge of differentiated instruction based upon student learning styles.
- Knowledge of data information systems, data analysis and the formulation of action plans.
- Knowledge of applicable federal and state laws regarding education and students.
- Ability to use computer network system and software applications as needed.
- Ability to organize and coordinate work.
- Ability to communicate effectively with students and parents.
- Ability to engage in self-evaluation with regard to performance and professional growth.



- Ability to establish and maintain cooperative working relationships with others contacted in the course of work.

### **Physical and Mental Demands, Work Hazards**

- Works in standard office and school building environments.

Note: Also see the Summary of Physical, Sensory and Environmental Requirements Needed to Perform Essential Functions for this position.

### **Qualifications Profile**

#### **Certification/License:**

- State Certification as a Special Education Teacher.
- Motor Vehicle Operator's License or ability to provide own transportation.

#### **Education:**

- Bachelors from an accredited college or university in education discipline applicable to teaching assignment.
- Masters Degree in Special Education.

#### **Experience:**

- Successful prior special education teaching experience for the appropriate grade level preferred but not required.

FLSA Status: Exempt



# **Learning Lab Instructor**

## **Position Purpose**

- Under the direct supervision of a certified staff member, to monitor and assist students for online learning, to maintain documentation for student contact, to assist certified professional staff with students in the classroom to meet instructional goals and objectives, and to free certified professional employees from non-professional duties such as proctoring study halls to enable them to make a contribution to other aspects of the educational program, such as curriculum development.

## **Essential Job Functions**

- Assists and monitors student in online learning environment.
- Maintains documentation for online learners.
- Assists and guides students to reinforce reading, language arts, mathematics, computer instruction, and other skills.
- Works with students individually and in small groups to reinforce basic learning and implement assigned programs.
- Assists professional staff in the administration and correction of classroom exercises, tests and assessments.
- Assists in classroom preparations and strategies for reinforcing instructional materials and skills according to individual student needs.
- Assists with record-keeping procedures to document student learning and performance.
- Assists with classroom behavioral management to minimize disruptions, ensure a safe and orderly classroom, and ensure students are on task.
- Assists students in non-instructional areas, such as supervising the student lunch programs, bus duty, playground duty, corridor, study hall, and other related non-instructional areas.
- Accompanies students on field trips for the purpose of assisting with supervision.
- Constructs, copies and distribute and use educational materials as needed.
- Assists teacher with parent contact as requested to foster effective and participatory parent involvement in student education.
- Assists students with special needs in all aspects of classroom instruction to maximize inclusion, learning, achievement if IEP objectives, etc.



- Participates in IEP process and serves as resource for the student personnel evaluation team as needed.
- Assist students with physical or mental disabilities with activities of daily living for the purpose of maximizing their ability to participate in school or learning activities.
- Follows all applicable safety rules, procedures and regulations governing the proper manner of assistance for all students, including those with disabilities or other special needs.

#### **Additional Duties:**

- Assist guidance, pupil services staff or building administration, as needed.
- Perform any other related duties as assigned.

Note: The above description is illustrative of tasks and responsibilities. It is not meant to be all inclusive of every task or responsibility.

#### **Equipment**

- Use standard office equipment, such as personal computers and copiers.

#### **Travel Requirements**

- Travel between schools, or between schools and central offices, may be required for certain positions.

#### **Knowledge, Skills and Abilities**

- Ability to carry out instructions furnished in written or oral form.
- Ability to add, subtract, multiply and divide, and perform arithmetic operations as needed to assist students.
- Ability to understand, apply and use personal computers and software applications (e.g., Word, Excel).
- Ability to work with a diverse group of individuals.



- Ability to maintain confidentiality of information regarding students, employees and others.
- Ability to establish a supportive and compassionate relationship with students with special needs.
- Ability to establish and maintain cooperative working relationships with students, staff and others contacted in the course of work.
- Ability to report work orally or in writing to supervisor as required.
- Effective writing and verbal communication skills.
- Ability to manage online courses.
- Ability to maintain documentation of online learner contact.

#### **Physical and Mental Demands, Work Hazards**

- Works in standard office and school building environments.
- Ability to work outdoors during outdoor student activities.

Note: Also see the Summary of Physical, Sensory and Environmental Requirements Needed to Perform Essential Functions for this position.

#### **Qualifications Profile**

- Any combination of education and experience providing the required skill and knowledge for successful performance would be qualifying. Typical qualifications would be equivalent to:
- High School diploma or equivalent.
- Successful completion of college level coursework or passing of examination as required by the No Child Left Behind Act.
- Prior experience working with special needs children desirable.

**FLSA Status:** Non-exempt



## **Title I Paraprofessional**

### **Position Purpose**

- Under the direct supervision of a certified staff member, to assist certified professional staff with students in the classroom to meet instructional goals and objectives, and to free certified professional employees from non-professional duties such as proctoring study halls to enable them to make a contribution to other aspects of the educational program, such as curriculum development.

### **Essential Job Functions**

- Assists and guides students to reinforce reading, language arts, mathematics, computer instruction, and other skills.
- Works with students individually and in small groups to reinforce basic learning and implement assigned programs.
- Assists professional staff in the administration and correction of classroom exercises, tests and assessments.
- Assists in classroom preparations and strategies for reinforcing instructional materials and skills according to individual student needs.
- Assists with record-keeping procedures to document student learning and performance.
- Assists with classroom behavioral management to minimize disruptions, ensure a safe and orderly classroom, and ensure students are on task.
- Assists students in non-instructional areas, such as supervising the student lunch programs, bus duty, playground duty, corridor, study hall, and other related non-instructional areas.
- Accompanies students on field trips for the purpose of assisting with supervision.
- Constructs, copies and distribute and use educational materials as needed.
- Assists teacher with parent contact as requested to foster effective and participatory parent involvement in student education.
- Assists students with special needs in all aspects of classroom instruction to maximize inclusion, learning, achievement if IEP objectives, etc.
- Participates in IEP process and serves as resource for the student personnel evaluation team as needed.



- Assist students with physical or mental disabilities with activities of daily living for the purpose of maximizing their ability to participate in school or learning activities.
- Follows all applicable safety rules, procedures and regulations governing the proper manner of assistance for all students, including those with disabilities or other special needs.
- Provide supplemental tutorial assistance in the 4 core areas.
- Oversee computer-based instruction for credit recovery. n

#### **Additional Duties:**

- Assist guidance, pupil services staff or building administration, as needed.
- Perform any other related duties as assigned.

Note: The above description is illustrative of tasks and responsibilities. It is not meant to be all inclusive of every task or responsibility.

#### **Equipment**

- Use standard office equipment, such as personal computers and copiers.

#### **Travel Requirements**

- Travel between schools, or between schools and central offices, may be required for certain positions.

#### **Knowledge, Skills and Abilities**

- Ability to carry out instructions furnished in written or oral form.
- Ability to add, subtract, multiply and divide, and perform arithmetic operations as needed to assist students.
- Ability to understand, apply and use personal computers and software applications (e.g., Word, Excel).
- Ability to work with a diverse group of individuals.



- Ability to maintain confidentiality of information regarding students, employees and others.
- Ability to establish a supportive and compassionate relationship with students with special needs.
- Ability to establish and maintain cooperative working relationships with students, staff and others contacted in the course of work.
- Ability to report work orally or in writing to supervisor as required.
- Effective writing and verbal communication skills.

### **Physical and Mental Demands, Work Hazards**

- Works in standard office and school building environments.
- Ability to work outdoors during outdoor student activities.

Note: Also see the Summary of Physical, Sensory and Environmental Requirements Needed to Perform Essential Functions for this position.

### **Qualifications Profile**

- Any combination of education and experience providing the required skill and knowledge for successful performance would be qualifying. Typical qualifications would be equivalent to:
- High School diploma or equivalent.
- Successful completion of college level coursework or passing of examination as required by the No Child Left Behind Act.
- Prior experience working with special needs children desirable.

Wages: \$15.50/hour

**FLSA Status:** Non-exempt



## Custodian

### **Position Function:**

Under the direct supervision of the Principal, Director of Facilities, and Business Manager, performs general cleaning and maintenance in school buildings and grounds; maintains equipment in functional condition; and provides cleaning and custodial assistance to students, teachers, visitors and others as necessary.

Performs related duties and general maintenance work as required.

### **Essential Functions:**

- Checks and secures building at beginning and end of shift for the purpose of ensuring the safety and cleanliness of the building.
- Cleans rooms, hallways, cafeterias, restrooms, offices, stairways, and other areas of building according to school district standards.
- Sweeps, mops, buffs, strips, and waxes floors.
- Cleans rugs, carpets, upholstered furniture, and blinds.
- Washes walls, ceilings, woodwork, windows, doors, and sills.
- Removes graffiti, cleans glass areas.
- Replaces light bulbs.
- Sets up and breaks down chairs, tables and equipment in meeting rooms, and functional rooms.
- Clears snow from entrances and walks, and spreads sand and ice melting chemicals.
- Performs grounds-keeping duties, clears debris and maintains grounds.
- Receives deliveries and assists in unloading trucks and storing supplies.
- Delivers supplies and materials to classrooms, bathrooms and other areas of the building.
- Empties wastebaskets; picks up and removes trash and assists in recycling program.

### **Additional Duties:**

- Performs general cleaning, and repair work, particularly during school vacations.
- Assists parents and other visitors to school buildings with special events and programs.
- Performs other related tasks as assigned by supervisor.

**Note:** The above description is illustrative of tasks and responsibilities. It is not meant to be all inclusive of every task or responsibility.

### **Equipment**

Uses hand tools of trade and related power equipment, including brooms, mops, floor cleaning and waxing machines, vacuum cleaners, snow blowers, shovels, power mower and hand tools.

### **Safety Requirements**

Follows all applicable safety rules, procedures and regulations governing the proper use of tools and power equipment used in the performance of duties.

Wears appropriate safety gear, including masks.



Must comply with school district's chemical hygiene program and follow MSDS sheets.

### **Travel Requirements**

Occasional travel between schools, or between schools and central office, may be required.

### **Knowledge, Skills and Abilities**

- Ability to follow oral or written work orders from supervisor, and to coordinate work with principal and others.
- Ability to read, write and speak English fluently.
- Ability to describe orally or in writing cleaning, maintenance or repair problems as needed.
- Ability to establish and maintain cooperative working relationships with students, staff and others contacted in the course of work.
- Ability to add, subtract, multiply and divide all units of measure.
- Ability to work in poor weather conditions, including heat, cold, rain, or snow.
- Ability to work above ground from ladders and automatic lifts.
- Ability to perform work according to standard procedures and schedule set forth by supervisor(s).

### **Physical and Mental Demands, Work Hazards**

- Works in standard office and school building environments.
- Ability to work outdoors in inclement weather conditions.
- Exposure to cleaning chemicals, solvents and contaminated trash, grasses, pollens, etc.

See the Summary of Physical, Sensory and Environmental Requirements Needed to Perform Essential Job Duties for this position.

### **Qualifications Profile:**

- Any combination of education and experience providing the required skill and knowledge for successful performance would be qualifying.  
Typical qualifications would be equivalent to:
- High School Diploma or completion of sufficient education to successfully perform the duties of the position.
- Previous experience in building and cleaning maintenance desirable.
- Michigan Motor Vehicle Operator's license or ability to provide own transportation.

**FLSA Status:** Non-exempt



**Administrative Services Agreement**  
**between**  
**Advance Educational Services, Inc. dba Access Point Educational HR**  
**and**  
**Calhoun Community High School**

This Agreement is between Advance Educational Services, Inc. dba Access Point Educational HR (hereinafter "Access Point") and Calhoun Community High School (hereinafter "Academy"). Access Point agrees to provide the following administrative accounting services:

**1. Access Point's Duties.**

a. Maintenance and operation of an accounting system and files for funds utilized by the Academy as required by the Michigan School Accounting Manual.

Access Point will maintain systems per the above parameters using an accounting system called Microsoft GP Dynamics. This system is widely used by businesses both large and small throughout the US and internationally. Access Point will combine this system with a series of customized reports that conform to both Authorizer and State of Michigan requirements for charter schools.

b. Preparation of an annual operating budget and budget amendments as necessary.

Access Point will assist the school management in the preparation of and distribution of the working documents used to report the Schools financial performance to be suitable for the tracking of an initial budget and ongoing amendments as necessary.

c. Posting of all financial transactions and maintenance of the general ledger including the following functions:

- Prepare accounts payable weekly or bi-weekly
- Perform Bank Reconciliations
- Prepare Monthly year-to-date financial reports and budget comparisons including the quarterly financial statements required in the charter school contract
- Prepare ongoing monthly cash position report
- Provide monthly check register of accounts payable

The outline of the services listed in 1.c is detailed in the attachment "Exhibit A".

d. Access Point shall prepare year-to-date fund general ledgers and trial balances at year end in preparation for the annual audit.

e. The books and accounting records, file documents, etc. must remain on site at 15 Arbor Street, Battle Creek, Michigan 49015.



f. For time to time, the Academy may desire to employ Access Point to perform other services not referenced in this agreement. Arrangements for such services will be made by separate contract or addendum.

g. All documents prepared for or on behalf of the Board or its agents will remain confidential and shall not be shared by Access Point with any outside Individual(s) or entity, except for the Board auditor, Board attorney, Board members or administrative staff assigned to the Academy, without specific written approval of the Board President or his/her designee.

## **2. Calhoun Community High School's Duties.**

- a. On a weekly basis, the Academy will send approved and coded bills to Access Point for payment.
- b. On a monthly basis, the Academy will send copies of all deposits made during the month and any bank statements to Access Point.
- c. It is the duty of the Academy to insure that the information sent to Access Point is accurate. The Academy agrees that Access Point cannot be held responsible for any errors in the reports or work provided to the Academy, if it is based on errors in the information provided by the Academy.

## **3. Fee**

For specifically enumerated items in this contract Access Point will charge a monthly fee of \$1,458.33, billed monthly, due upon receipt, not to exceed an annualized total of \$17,500. Additional services requested by the Board or to be provided and billed as outlined in Exhibit B.

The set-up of necessary accounting structure and transfer will be provided for and billed on an hourly basis as outlined in Exhibit B, at a fee not to exceed \$5,000.

## **4. Independent Contractor Status**

Access Point agrees to employ and compensate its own staff; trained, directly employed and supervised by Access Point. Access Point agrees that its employees will be properly qualified and will use reasonable care in performing their duties. All state and federal law requirements for employees shall be complied with. Access Point shall have no right or responsibility to bind the Academy contractually or financially in any way and Access Point does not act as an agent for the Academy. Access Point will not have access or authority to expend funds on behalf of the Academy and shall be limited in its authority to prepare disbursements and reports based on the approved information provided by the authorized designated personnel of the Academy or designated agents of the Academy.

## **5. Duration**

The term of this agreement shall be from July 1, 2016 and until June 30, 2017. Thereafter, it shall automatically renew for 1 year terms at the end of each succeeding year unless written notice of termination is given by either party no less than 60 days prior to the end of the renewal term.



## 6. Termination

Either party may terminate this agreement before the agreed upon termination date provided the terminating party provides the other party with 90 days prior written notice. Access Point can terminate this Agreement immediately for non-payment. Written notice may be provided to the addresses below:

### Academy:

Calhoun Community High School  
15 Arbor Street  
Battle Creek, Michigan 49015

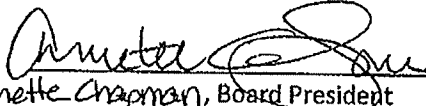
### Access Point:

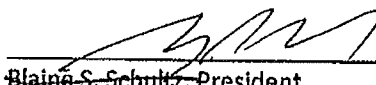
Advance Educational Services, Inc.  
dba Access Point Educational HR  
Attn: ~~Blaine Schultz~~ *Betsy M. 7/16*  
28800 Orchard Lake Road  
Farmington Hills, Michigan 48331

Agreed:

Calhoun Community High School

Access Point Educational HR

  
Annette Chapman, Board President      3/8/16  
Date

  
Blaine S. Schultz, President      \_\_\_\_\_  
*Gargary Roche*      Date



## **Exhibit A**

### **Bookkeeping Services:**

- Vendor set-up and maintenance
- Accounts Payable invoice entry and check preparation
- Provide Accounts Payable aging and cash balance reports
- 1099 preparation

### **Accounting Services:**

- Set-up and maintenance of the general ledger
- Creation, deletion and modification of accounts
- Posting general journal entries
- Posting payroll entries
- Reconciling bank statements
- Posting Cash Receipts
- Posting accrual entries
- Preparing monthly and quarterly financial statements (Balance Sheet, Statement of Revenue and Expenditures by fund, Cash Flow/Forecast, Financial Statements by Grant)
- Provide YTD numbers to assist in budget preparation
- Provide working documents to assist in budget preparation
- Audit prep work
- FID preparation and upload
- Interface with IT contractors

### **Executive Services:**

- Executive level assistance with policy creation, consulting, etc.

## **Exhibit B**

### **Bookkeeping Services (billed at \$45/hour):**

- All other general bookkeeping services

### **Accounting Services (billed at \$65/hour):**

- Interface with IT contractors
- All other general accounting services

### **Executive Services (billed at \$85/hour):**

- Executive level assistance (i.e. working with Blaine Schultz or Tish Geer) with policy creation, consulting, etc.



## CHARTER SCHOOL CLIENT SERVICE AGREEMENT

This AGREEMENT is effective July 1, 2016 by and between Calhoun Community High School (hereinafter ACADEMY) and Advance Educational Services, Inc., DBA AccessPoint Educational HR (hereinafter referred to as "AccessPoint") a Michigan corporation.

### RECITALS

A. ACADEMY is a public school academy providing public school instruction as a charter school located at 1110 State Street, Bay City, Michigan 48076 pursuant to a contract ("Contract") issued by the Authorizer Kellogg Community College.

B. ACADEMY operates a public school academy under the direction of the ACADEMY Board of Directors ("Board").

C. AccessPoint is a Michigan corporation with its offices at 28800 Orchard Lake Road, Farmington Hills, Michigan 48331.

D. AccessPoint offers to Michigan public school academies employee administration and management services including, but not limited to, staff employment, payroll, benefit administration, business management and other similar services.

E. ACADEMY desires to engage AccessPoint to perform certain services upon the terms and conditions set forth in this Agreement and pursuant to its authority, ACADEMY hereby contracts with AccessPoint, to the extent permitted by law, specified functions relating to the administration and management services.

F. ACADEMY designates the Covered Employees of AccessPoint assigned to ACADEMY as agents of the Academy having a legitimate educational interest such that they are entitled to access to educational records under 20 U.S.C. Section 1232g, the Family Educational Rights and Privacy Act ("FERP A").

THEREFORE, the parties agree as follows:

1. Services Provided by AccessPoint. AccessPoint shall provide contract personnel services as outlined in this Agreement. ACADEMY may also purchase business services from AccessPoint as indicated in this Agreement.

a) Selection of Covered Employees. AccessPoint, at the recommendation of the Chief Administrator, shall employ and designate to ACADEMY all such qualified and certified faculty and staff, except those work force positions which are listed as "excluded Work Force Positions" on Exhibit A to this Agreement, as may be necessary to accomplish the educational mission of ACADEMY consistent with the Board approved budget. AccessPoint reserves the right at any time during the term of this Agreement, on notice to Academy, and with its concurrence, to re-designate a Covered Employee to an Excluded Work Force Position. The designated Excluded Work Force Positions shall not be covered by this Agreement unless otherwise mutually agreed.

AccessPoint shall comply with all Federal and State statutes and administrative requirements including, but not limited to, the Immigration Reform and Control Act.



b) Employee Agreements and Compensation. Compensation for all Covered Employees including, but not limited to, health care and retirement benefits shall be established by ACADEMY, through its budget, and implemented by AccessPoint. The terms and conditions of such employment shall be set forth in an employment agreement between AccessPoint and each employee. Information regarding all costs, including the employment costs, annual salary and benefit costs by Individual assigned to ACADEMY by AccessPoint, will be provided to the Board by AccessPoint upon request.

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

d) Retirement Plan. AccessPoint shall make available to all qualified Covered Employees a retirement plan pursuant to IRC Section 401(k).

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

f) Payroll Records. AccessPoint shall maintain and verify all required payroll and benefit records.

g) Policies and Procedures. All payroll, benefit and personnel policies and procedures for Covered Employees shall be established by AccessPoint in collaboration with ACADEMY. Evaluation and compensation systems shall comply with the Michigan Revised School Code ("Code"). See also (j) below.

h) Worker's Compensation Insurance. AccessPoint shall maintain Worker's Compensation Insurance during the term of this Agreement on all Covered Employees assigned to work for ACADEMY under this Agreement. Upon written request, AccessPoint shall provide a Certificate of Insurance verifying coverage of Worker's Compensation Insurance.

i) At-Will Employment Relationship. AccessPoint retains the right to hire or not hire any Covered Employee candidate for employment or terminate with or without cause any employee with written notice to the ACADEMY. Hiring, evaluation, disciplining and/or termination of the Chief Administrator will be done in consultation with Academy through its President.

j) Implementation and Supervision of Policies and Procedures. During the term of this Agreement, AccessPoint shall have the right and authority to implement and supervise ACADEMY's policies and procedures relating to the Covered Employees. AccessPoint shall make every reasonable effort to act in the best interest of ACADEMY with regard to ACADEMY's policy and procedure in exercising control over Covered Employees. ACADEMY agrees to cooperate and assist AccessPoint in the implementation and supervision of all such policies and procedures. All personnel policies and directives related to Covered



Employees shall be made with approval of AccessPoint. The Academy shall select and acquire the evaluation system or systems used to conduct professional staff members' evaluations. The Academy shall also establish the corresponding policies and procedures for the evaluations.

## 2) Hiring, Evaluating, Supervising, Disciplining and Firing

a) AccessPoint shall have the ultimate authority and control over hiring, evaluating, supervising, disciplining and firing of Covered Employees consistent with the ACADEMY approved budget, subject to (j) above. ACADEMY may recommend the hiring or termination of a Covered Employee, it being understood that AccessPoint retains full control over all personnel decisions involving Covered Employees, and ultimate authority to resolve and decide employee grievances and disputes consistent with budgetary limitations. AccessPoint shall consult, seek agreement, and coordinate with its Chief Administrator assigned to ACADEMY concerning any hiring, evaluating, supervising, disciplining, and termination of assigned staff before formal action is taken. ACADEMY Board will collaborate with AccessPoint on the selection, compensation and evaluation of the Chief Administrator.

b) On-site Supervision. AccessPoint shall be responsible for on-site supervision directly and through the Chief Administrator assigned to ACADEMY. The Chief Administrator will serve as the liaison to the ACADEMY Board on behalf of AccessPoint. The Chief Administrator shall be the on-site consultant for AccessPoint and shall assist AccessPoint with its administrative and personnel responsibilities on ACADEMY premises. As to all administrative and personnel matters, the Chief Administrator shall coordinate with and report to designated AccessPoint managers and officers at AccessPoint's home office. AccessPoint, after consulting with the Chief Administrator, shall determine the procedures to be employed by Covered Employees in the day-to-day performance of their job responsibilities. AccessPoint shall make every effort to act in the best interests of ACADEMY with regard to ACADEMY's policy and procedure in exercising control over the Covered Employees. AccessPoint shall make certain that all appropriate guidelines concerning AccessPoint's oversight of Covered Employees is followed by said Chief Administrator and that its Chief Administrator shall comply with all AccessPoint directives dealing with its responsibilities herein above set forth.

## 3. AccessPoint Requirements.

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



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

4. ACADEMY Requirements. ACADEMY shall provide the following:

a) Personnel Requirements. Advise AccessPoint of the faculty and staff required by ACADEMY to perform its mission, consistent with its approved budget.

b) Insurance. Maintain casualty and premises liability insurance on all school buildings and premises and to maintain professional liability insurance pertaining to the staff that could result in a claim against ACADEMY and name AccessPoint as an additional insured.

c) Financial Reports. Prepare annual budgets and periodic financial reports as required by the Contract with the Authorizer, statute or as desired by the Board.

d) Employment Laws. ACADEMY shall comply with all applicable federal, state and local employment laws. ACADEMY shall comply with the Fair Labor Standards Act and report all overtime to AccessPoint.

e) Records. ACADEMY shall maintain actual time records and verify the accuracy of all wage hour information provided to AccessPoint at the end of each pay period. ACADEMY shall verify the accuracy of all wage and salary reports which shall be supplied to ACADEMY by AccessPoint at the end of each pay period. ACADEMY shall not pay any wages, salaries or other compensation, including employee benefits, without informing AccessPoint in writing.

f) Employee Benefits. ACADEMY shall provide to AccessPoint a written statement with regard to all policies concerning employee compensation, evaluation and benefits. These policies shall comply with all federal, state and local governmental laws and regulations.

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

h) Discipline, Layoff, or Termination of Covered Employees. ACADEMY agrees to comply with all AccessPoint personnel policies and procedures, directives, both general and specific, regarding the discipline, layoff, or termination of Covered Employees to the extent those directives reasonably consider the policies, procedures, rules, regulations, mission and curriculum established by the ACADEMY Board. ACADEMY further agrees to immediately notify AccessPoint of any material change in the current business operations of ACADEMY.

i) Personnel Issues. In the event ACADEMY becomes dissatisfied with the performance of any Covered Employee AccessPoint shall be notified, in writing, setting forth the nature of the dissatisfaction, the proposed remedial action, and any specific action requested.



j) Employee Background Checks. ACADEMY through its Board, employee, authorizer or other educational organization as provided for by law, shall be responsible for performing all pre-employment, background, license and eligibility review and other screening and investigation required by federal, state or local law, including the Michigan Revised School Code (the "Code"), as if employed by ACADEMY directly. The results of the screening and investigation will be reported to AccessPoint in accordance with State law, Michigan Department of Education and/or the Authorizer's procedures. All fees incurred by in connection with pre-employment screening and investigation shall be billed to and paid by ACADEMY. The results of the screening and investigation of pre-employment records must be made available for review by the Authorizer at the Academy's Office.

k) Academic Program. ACADEMY shall be responsible for the development and implementation of all curriculum and educational programming for the Academy. Covered Employees shall be responsible for complying with the Academic Program set forth in the Contract.

5. Term of Agreement. This Agreement shall commence on July 1, 2016 and continue for a period of three years. Either party may cancel this Agreement with or without cause at the end of the second year of this agreement with 90 days prior written notice. If the ACADEMY and/or AccessPoint becomes obligated for MPERS or an unexpected fee or tax is instituted, (e.g. State service tax fee) either party may immediately invoke the 90 day termination notice provision at any time during the contract. Termination of this Agreement shall not affect the continuation of the obligations of either party incurred during the term of the Agreement. The parties acknowledge that as part of any contract reauthorization with the Academy's Authorizer, it may require ACADEMY and AccessPoint to submit an entirely new Agreement for review by the Authorizer.

6. Service Fee. The parties agree that the service fee charged to the Academy includes all covered employees' wages, payroll taxes and contributions as well as AccessPoint's administrative fee. The administrative fee charged to ACADEMY is equal to the total gross pay of all Covered Employees within a class assigned to ACADEMY multiplied times the billing rate for each class of Covered Employees.

**The rates and fees applicable are found on the Pricing Attachment.**

ACADEMY acknowledges that AccessPoint's cost for any item covered by the Service Fee may be more or less than the amount collected using the Service Fee rates. The Service Fee shall be billed once per pay period and due upon receipt.

The Service Fee shall be adjusted upon the effective date of any increase or decrease in employee wage rates, payroll taxes, worker's compensation premiums, or employee benefit program changes. AccessPoint shall give ACADEMY thirty (30) days written notice of any change in the Service Fee, subject to AccessPoint's timely notice from any third party involved. This provision does not pertain to monthly fee rates which may vary because of the hours worked by Covered Employees.

The Academy acknowledges that the service fee represents compensation to AccessPoint for rendering the services agreed to in this Agreement, and is not any form of reimbursement or remuneration for the sale of any product. Nor shall the service fee be severable into any component part. AccessPoint is furthermore not a reseller of workers' compensation, employee benefit insurance or unemployment



rates. Rather, AccessPoint's service fee, as shown in this Agreement, is all-inclusive and is not a pass-through for these costs.

7. Costs. ACADEMY shall pay, all additional costs or expenses incurred by AccessPoint that are incidental to the performance of this Agreement and are approved by the ACADEMY. These additional costs or expenses may include, but are not limited to, employee replacement costs, hiring temporary personnel, fidelity bonding, and ACADEMY approved training programs. AccessPoint's total billings to ACADEMY, however, for the Fees described in Paragraph 6 and the Costs described in this Paragraph shall not exceed the total budget amount approved by the ACADEMY Board, provided that AccessPoint is only obligated to provide services equal to that amount. Additional costs shall be billed once per month and are due upon receipt. AccessPoint shall provide reasonable notice, or seek approval, as may be practicable, before costs are incurred.

8. Payment of Fees and Costs. ACADEMY shall execute a Wire Transfer to AccessPoint, from the designated ACADEMY account in an amount equal to the Fees described in Paragraph 6 and Costs described in Paragraph 7 of this Agreement. In addition, the ACADEMY agrees to pay AccessPoint within ten business days upon receipt of a properly documented invoice, for other costs incurred by AccessPoint pursuant to this Agreement, subject to ratification by the ACADEMY Board. If there is any disputed amount to an invoice, the non-disputed amount shall be ratified. If there is a disputed amount, whether ratified by the ACADEMY Board or not, the parties shall meet within fourteen (14) days to discuss and attempt to resolve the disputed amount prior to submitting the matter to arbitration as addressed in Paragraph 11. If for any reason not attributable to AccessPoint, payment is not made when due, ACADEMY agrees pay AccessPoint interest on the amount due at a rate of three (3) percent of the delinquent amount plus one and one-half percent (1.5%) of the delinquent amount per month for any period of delinquency over one month.

9. Insurance: The Academy's insurance policies will be in compliance with the Michigan Universities Self Insurance Corporation (M.U.S.I.C.) requirements and in accordance with the limits required by Authorizer. The Academy will be the first named Insured and AccessPoint will also be named as an additional Insured.

a) Vehicle Insurance. ACADEMY shall provide liability insurance for any Covered Employee of AccessPoint assigned to ACADEMY driving any vehicle while in the employment of AccessPoint for ACADEMY. The policy shall insure against bodily injury and property damage with a minimum combined single limit (CSL) of \$1,000,000. ACADEMY shall also provide personal injury protection coverage of \$1,000,000. ACADEMY shall name AccessPoint as an additional insured on these policies with thirty (30) days advance notice of cancellation or material change in such policies.

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

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



d) AccessPoint M.U.S.I.C. Insurance Coverage. AccessPoint shall maintain a comprehensive general liability, errors & omissions, directors & officers, school leader's errors & omissions, auto liability and employment practices liability insurance policy, each of which will be not less than \$1,000,000.00 as well as any such insurance policy in the amount as required by the Charter Contract and the Michigan Universities Self Insurance Corporation. The policy shall include blanket contractual liability, crime, and personal injury coverage. AccessPoint shall name ACADEMY and the Academy's Authorizer as an additional insured on this policy with thirty (30) days advance written notice of cancellation or material change.

#### 10. Termination of Agreement.

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

- i) ACADEMY files for bankruptcy or becomes insolvent;
- ii) The facility where Covered Employees are engaged in work for ACADEMY is closed permanently;
- iii) ACADEMY requests a layoff of 25 % of the workforce;
- iv) ACADEMY and its successors and assigns discontinue operation;
- v) ACADEMY meets the definition of a financially distressed business as set forth in the Worker Assistance and Retraining Notification Act.
- vi) ACADEMY's Contract with authorizer is discontinued or not renewed.
- vii) Any other reason set forth in this Agreement that constitutes a default under the Agreement or allows AccessPoint to terminate this Agreement.
- viii) State or authorizer mandated shut down (dissolution) of ACADEMY

b) ACADEMY may terminate this Agreement prior to the end of the term specified in Paragraph 5 or in the event that AccessPoint shall fail to remedy a material breach within 60 days after notice from the Board, provided however that if the nature of the breach is such that the cure cannot be reasonably accomplished within 60 days, then the cure period should be extended, so long as AccessPoint proceeds to cure with reasonable dispatch. Material breach includes, but is not limited to: (1) AccessPoint's failure to account for its expenditures or to pay ACADEMY operating costs as specifically noted in this agreement (provided funds are available to do so), (2) failure of AccessPoint to follow mission, policies, procedures, rules, regulations or curriculum duly adopted by the ACADEMY Board and communicated to AccessPoint, provided that such mission, policies, procedures, rules, regulations or curriculum are not inconsistent with the Contract, as amended, this Agreement, or in violation of applicable law, (3) receipt by the Board of unsatisfactory reports from AccessPoint or from an educational consultant retained by the Board about matters concerning AccessPoint's performance or the performance of the staff which are not reasonably corrected or explained; or (4) AccessPoint's failure to



abide by all applicable laws in its administration of this Agreement (5) failure by AccessPoint to hire, retain, or terminate employees consistent with the Board's reasonable expectations, policies, procedures, rules, regulations, mission or curriculum.

c) In the event ACADEMY terminates this Agreement pursuant to this Paragraph, ACADEMY shall pay all charges due under this Agreement through the last date of services provided by AccessPoint.

11. Indemnification.

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

b) ACADEMY. ACADEMY shall, to the extent permitted by law, Indemnify and hold AccessPoint, including its officers, directors and agents harmless from all wrongful or negligent acts committed by ACADEMY or any Covered Employees acting under the direction or supervision of the ACADEMY Board. This includes violations of federal, state or local laws and regulations. ACADEMY shall indemnify AccessPoint against any claims, administrative determinations, judgments, damages, reimbursement, back pay, penalties, fines, costs or loss, including reasonable attorney fees resulting from such wrongful or negligent acts. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts acceptable to AccessPoint and shall be not less than \$1,000,000 per occurrence.

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

The arbitration hearing will be held in Oakland County and will be the exclusive remedy for resolving the disagreement. Either party may file for arbitration but must do so with MMAS within ninety (90) calendar days of the event precipitating the disagreement, or within 90 days the party reasonably discovers the precipitating event or within the applicable statute of limitations, whichever is sooner.



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

If arbitration is requested, the arbitrator shall allow both parties the right to conduct limited and reasonable discovery, which may include depositions, and for a period of time necessary for the parties to reasonably prepare for the arbitration hearing. The arbitrator is authorized to issue subpoenas to summon witnesses.

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

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

**14. Notices.** All notices required or permitted by this Agreement shall be in writing and delivered personally or by first class mail, postage prepaid to the address of each party as shown above. If one of the parties to this Agreement changes his/her or its address, they shall within thirty (30) days notify the other party, in writing, of the new address. Notice shall be deemed received on the date it is delivered or mailed.

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

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

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

**18. No Third-Party Rights.** This Agreement is intended solely for the benefit of AccessPoint and ACADEMY, and it shall not be construed to create any benefits for or rights in any other person or entity, including Covered Employees, patients, or their representatives.

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



20. Caption Headings. The captions headings for each provision of this Agreement are not part of this Agreement nor shall they be used to construe the provision more broadly or narrowly than the text would indicate.
21. Necessary Documents. The parties shall execute all necessary documents required to carry out the terms and intent of this Agreement.
22. Governing Law. The Agreement shall be construed under the law of the State of Michigan.
23. Counterparts. This Agreement may be executed in identical counterparts, each of which shall be deemed an original.
24. Assignment. The Agreement may not be assigned by either party without the written consent of the other party, prior approval of the ACADEMY Board, except that AccessPoint may assign its rights and duties to a subsidiary within the AccessPoint organization upon 60 days' written notice to the ACADEMY Board and provided the ACADEMY Board approves said assignment.
25. ACADEMY Board's Constitutional Duty. No provision of this Agreement shall or is intended to interfere with the ACADEMY Board's duty to exercise its statutory, contractual and fiduciary responsibilities governing the operation of ACADEMY as provided under Michigan law. This Agreement does not prohibit the ACADEMY Board from acting as an independent, self-governing public body, or allow public decisions to be made other than in compliance with the Open Meetings Act.
26. Governmental Immunity. No provision of this Agreement is intended to restrict the ACADEMY Board from waiving or requiring it to assert its governmental immunity. Nothing in this paragraph shall prohibit AccessPoint from asserting any defense that may be available to it under this Agreement or under Michigan law. ACADEMY shall not waive or assert any rights to the sole detriment of AccessPoint related to ACADEMY's obligations to AccessPoint under this agreement unless said actions are the result of an alleged breach of this Agreement by AccessPoint.
27. Financial, Educational, Employee and Student Records. Financial, educational, and student records pertaining to ACADEMY are ACADEMY property, and such records may be subject to the provisions of the Michigan Freedom of Information Act. All ACADEMY records shall be physically or electronically available, upon request, at ACADEMY's physical facilities and shall be kept in accordance with applicable state and federal requirements. Except as permitted under applicable law, AccessPoint shall not restrict the authorizer's, the public's, or the Independent auditor's access to ACADEMY's records consistent with applicable statutes.
28. Independent Auditor and Legal Counsel. AccessPoint shall not select or designate the independent auditor, accounting firm or legal counsel for ACADEMY. All finance and other records of AccessPoint relating to ACADEMY will be made available to ACADEMY's independent auditor at the request of ACADEMY or the auditor.
29. Procurement of Equipment, Materials, and Supplies. If AccessPoint procures equipment, materials, and supplies at the request of or on behalf of ACADEMY, AccessPoint shall not include any added fees or charges with the cost of the equipment, materials, and supplies purchased from third parties. Any equipment, materials, or supplies purchased by AccessPoint on behalf of or as the agent of ACADEMY are



the property of ACADEMY. When making a purchase on behalf of or as agent of ACADEMY, AccessPoint shall comply with Section 1274 of the Code as if ACADEMY were making a purchase directly from a third party.

**30. ACADEMY Proprietary Rights.** ACADEMY owns all proprietary rights to curriculum or educational materials that:

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

All educational materials and teaching techniques used by ACADEMY are subject to disclosure under the Revised School Code and the Freedom of Information Act.

**31. AccessPoint Proprietary Rights.** AccessPoint owns all proprietary rights over curriculum, educational or ACADEMY management materials:

- a) previously developed or copyrighted by AccessPoint or
- b) curriculum, educational or ACADEMY management materials that are specifically developed by unreimbursed AccessPoint funds for ACADEMY or
- c) materials that are not otherwise dedicated for the specific purpose of developing ACADEMY curriculum, educational or ACADEMY management materials.

All educational materials and teaching techniques used by are subject to disclosure under the Code and the Freedom of Information Act.

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

**33. Marketing and Development.** Should AccessPoint provide marketing and development services to ACADEMY, the cost paid by or charged to ACADEMY shall be limited to those costs specific to the ACADEMY program and shall not include any costs for the marketing and development of AccessPoint.

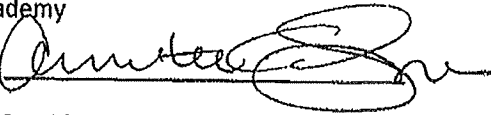
**34. Compliance with Authorizer's Contract.** ACADEMY and AccessPoint intend for this Agreement to comply with the Contract issued by the Authorizer to ACADEMY and the Education Service Provider Policies issued by Authorizer's Charter Schools Office. To the extent any provision of this Agreement is inconsistent with the Contract or Policies that provision is invalid and the Contract and Policies shall govern. Any additional costs of compliance because of changes mandated by the Authorizer will be borne by ACADEMY and subject to AccessPoint's ability to perform. If the additional costs are deemed excessive by the ACADEMY Board and the matter cannot be resolved, it may opt out of this Agreement by giving 90 days written notice.

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



Academy

By:



Its: President

Dated: 3.22.14

AccessPoint

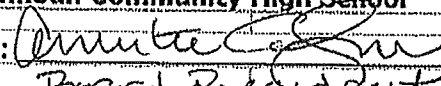
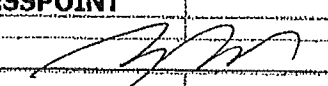
By:



Its: President

Dated: 4-1-16



<b>AccessPoint</b> <b>Pricing Attachment</b> <b>Client Services Agreement for</b> <b>Calhoun Community High School</b>			
No. of Employees	Annual Payroll	Proposed Employee Cost Before Capping FUTA & SUI ( Combining All Worker Comp Codes )	Proposed Employee Cost After Capping FUTA & SUI ( Combining All Worker Comp Codes )
18	\$840,892	16.73%	11.13%
<b>Additional Fees:</b>			
1	Client will be charged a one-time set-up fee of \$1,800.00 for implementation of AccessPoint's human resource and risk management policies and for conducting employee orientations.		
2	Client will be charged \$30.00 per worksite employee for each lost or stolen payroll check.		
3	AccessPoint charges \$10.00 for each location AccessPoint delivers payroll checks and/or reports to per pay period.		
4	Client will be charged \$20.00 per individual hired as a worksite employee after the Effective Date.		
5	Client will be charged \$100.00 in the event that the payment of its invoice is with non-sufficient funds (NSF).		
6	If a prior qualified retirement plan is merged into the AccessPoint 401(k) plan, a \$350 merger fee will be charged		
7	The AccessPoint 401(k) plan has a minimum annual plan fee of \$250. This is offset by a \$35 participant fee collected quarterly and the balance will be billed to the group annually.		
This Addendum is specifically incorporated by reference and is a part of the Client Services Agreement executed by the parties. Dated this <u>22</u> day of <u>March</u> , 2016.			
<b>Calhoun Community High School</b>		<b>ACCESSPOINT</b>	
By:  Board President		By: 	



## **Exhibit A**

### **List of Excluded Workforce Position at Academy**

All Except Teaching and Instructional Faculty, Clerical, Administrative, Janitorial, and food Service Staff.



### SERVICE AGREEMENT ADDENDUM

This Addendum, effective as of the 1<sup>st</sup> day of July, 2017, amends the Charter School Client Service Agreement ("Agreement") by and between Advance Educational Services, Inc., d/b/a AccessPoint Educational HR ("AccessPoint"), and Battle Creek Area Learning Center d/b/a Community High School ("Academy") dated July 1, 2016, with reference to the following facts:

- A. The Academy is organized as a Michigan public school academy corporation that is authorized to operate a public school pursuant to a charter contract ("Contract") issued by the Bay Mills Community College Board of Regents ("College Board") effective July 1, 2017.
- B. The Bay Mills Community College Charter Schools Office has certain policies ("BMCC ESP Policies") relating to the content of educational service provider agreements between the public school academies which the College Board authorizes and the educational service providers which assist these academies.
- C. The purpose of this Addendum is to modify and amend the Agreement between the Academy and AccessPoint such that it is compliant with the BMCC ESP Policies, change certain provisions of the Agreement, and to incorporate the Administrative Services Agreement between the parties into the Agreement.

Now therefore, for good and valuable consideration the sufficiency and receipt of which is acknowledged, it is agreed:

1. Compliance with BMCC ESP Policies.

To assure compliance with BMCC ESP Policies, the terms and conditions set forth in Exhibit A to this Addendum (the Addendum and Exhibit A collectively referred to as "the Addendum") shall supplement, modify, and amend the Agreement and be incorporated in their entirety into the Agreement.

2. Interpretation.

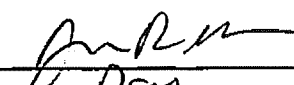
All terms and conditions this Addendum shall supersede and/or supplement the terms and conditions of the Agreement and where inconsistent, the terms and conditions of this Addendum shall prevail. Unless specifically modified or amended by the terms and conditions of this Addendum, all other provisions of the Agreement shall remain unchanged and enforceable as written. All capitalized terms in this Addendum shall have the meaning ascribed to them in the Agreement.

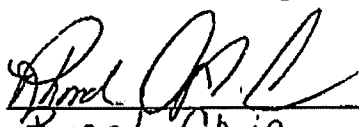
3. Binding Effect.

The parties affirm that they have read understand and agree with the terms of the Agreement and this Addendum. The terms and conditions of this Addendum shall be binding upon the parties hereto, their successors and permitted assigns.

Advance Educational Services, Inc.

Battle Creek Area Learning Center

By:   
Its: Pras  
Dated: 8/18/2017

By:   
Its: Bones Chair  
Dated: 8/14/2017



## SERVICE AGREEMENT AMENDMENT

This is an Amendment to the Charter School Client Service Agreement (Agreement) entered into by and between Advance Educational Services, Inc., dba AccessPoint Educational HR ("AccessPoint") and Battle Creek Area Learning Center dba Calhoun Community High School ("Academy") on July 1, 2016, and previously amended July 1, 2017.

It is the intent of the Parties to amend the Agreement as of July 1, 2019, as follows:

1. Section 5, Term of Agreement, shall be amended, in pertinent part, to extend the Agreement as of July 1, 2019 for a period of six (6) years.

2. Section 6, Service Fee, shall be amended, in pertinent part, to state that AccessPoint will not change the rate used to determine the Service Fee for the first two (2) years of the extension of this Agreement. Any change to the Service Fee after the first two years of the extension of this Agreement will be done in accordance with the terms of the Agreement.

3. The new rates and fees for the Agreement are found in the attached Pricing Attachment.

4. All other provisions of the Agreement, as amended, shall remain unchanged and enforceable as written.

**THE PARTIES AFFIRM THAT THEY HAVE READ AND UNDERSTAND, AND AGREE WITH THE TERMS OF THE AGREEMENT AND THIS ADDENDUM.**

Advance Educational Services, Inc.

Battle Creek Area Learning Center  
Dba Calhoun Community High  
School

By: [Signature] 3/18-19

Its: Greg Packer

Dated: \_\_\_\_\_

By: [Signature]

Its: Board Chair

Dated: 3/12/19



**AccessPoint**  
**Pricing Attachment**  
**Client Services Agreement for**  
**CALHOUN COMMUNITY HIGH SCHOOL**  
**Effective July 1, 2019**

No. of Employees	Annual Payroll	Proposed Employee Cost Before Capping FUTA & SUI ( Combining All Worker Comp Codes )	Proposed Employee Cost After Capping FUTA & SUI ( Combining All Worker Comp Codes )
17	\$803,419	16.08%	11.23%

**Additional Fees:**

Client will be charged a one-time set-up fee of \$0.00 for implementation of AccessPoint's human resource and risk management policies and for conducting employee orientations.

Client will be charged \$35.00 per worksite employee for each lost or stolen payroll check.

AccessPoint charges \$20.00 for each location AccessPoint delivers payroll checks and/or reports to per pay period.

Client will be charged \$20.00 per individual hired as a worksite employee after the Effective Date.

Client will be charged \$100.00 in the event that the payment of its invoice is with non-sufficient funds (NSF).

This Addendum is specifically incorporated by reference and is a part of the Client Services Agreement executed by the parties. Dated this 12 day of March, 2019.

**CALHOUN COMMUNITY HIGH SCHOOL**

By: 

**ACCESSPOINT**

By:  3-18-19



**SERVICE AGREEMENT ADDENDUM**

**THIS ADDENDUM** to the Service Agreement (Agreement) is entered into by and between Advance Educational Services, Inc., dba AccessPoint Educational HR ("APEHR") and Battle Creek Area Learning Center dba Calhoun Community High School ("Academy") on April 22, 2025.

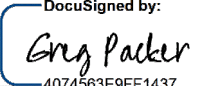
The parties have agreed to amend the expiration date to June 30, 2028.

Therefore, it is the intent of the Parties to amend the Agreement as follows:

1. The term as shown in Paragraph 5 of the Agreement shall be amended to expire June 30, 2028.
2. All other provisions of the Agreement, as amended, shall remain unchanged and enforceable as written.

**THE PARTIES AFFIRM THAT THEY HAVE READ AND UNDERSTAND, AND AGREE WITH THE TERMS OF THE AGREEMENT AND THIS ADDENDUM.**

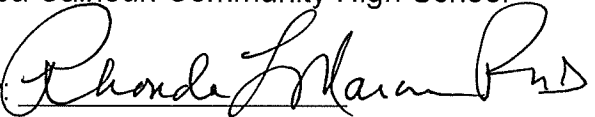
Advance Educational Services, Inc.

By:  4074563E9EE1437

Its: President

Dated: 5/28/2025

Battle Creek Area Learning Center  
dba Calhoun Community High School

By: 

Its: Superintendent

Dated: 5/20/25



**CONTRACT SCHEDULE 6**

**PHYSICAL PLANT DESCRIPTION**



**SCHEDULE 6**  
**PHYSICAL PLANT DESCRIPTION**

Physical Plant Description ..... 6-1

Site Plan ..... 6-3

Floor Plan..... 6-7

Certificate of Occupancy ..... 6-13

Lease Agreement ..... 6-14



## **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 Battle Creek Area Learning Center (“Academy”) is as follows:

Address: 765 Upton Avenue  
Springfield, MI 49037

General Description: BCALC operates 15,037 square feet of classroom space, hallways, and bathrooms in addition to shared space of an All Purpose Room (Cafeteria) and Gymnasium.

This portion of the building (The Burma Center) is on the North side of the building. This space is on a single level and consists of a main office (housing 2 administrative offices, a conference room, and a storage room along with the reception area, computer/data room, and a mailroom and kitchenette. On the north side of the hall there are 5 classrooms and on the south side of the hallway there are 4 classrooms and a student service office. This space is leased by BCALC from the Burma Center with the lease starting July 1, 2019 and a 6-year renewable term.

Term of Use: Term of Contract.

Configuration of Grade Levels: Ninth through twelfth grade and eligible students participating in a dropout recovery program authorized under section 23a of the State School Aid Act, MCL 388.1623a.

Name of School District and Intermediate School District:

Local: Battle Creek Public Schools District

ISD: Calhoun Intermediate School District

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 the 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.



# CALHOUN COMMUNITY HIGH SCHOOL

## CALHOUN COMMUNITY HIGH SCHOOL Springfield, Michigan CONSTRUCTION DOCUMENTS

### DESIGN TEAM

#### ARCHITECT/ENGINEER



242 E KALAMAZOO AVE.  
SUITE 200  
CALHOUN, MICHIGAN 48007  
PHONE: 268.343.5133  
FAX: 268.343.5033

### REFERENCED CODES

BUILDING: 2015 MICHIGAN BUILDING CODE AND 2012 NFPA 101 LIFE SAFETY CODE  
ENERGY: 2015 MICHIGAN ENERGY CODE  
PLUMBING: 2015 MICHIGAN PLUMBING CODE  
MECHANICAL: 2015 MICHIGAN MECHANICAL CODE  
FUEL GAS: (IFGC) 2015 INTERNATIONAL FUEL GAS CODE  
ELECTRICAL: 2014 NATIONAL ELECTRICAL CODE WITH MICHIGAN AMENDMENTS  
BARRIER-FREE: 2015 MICHIGAN BUILDING CODE AND 2009 ICC & C A117.1  
USE AND OCCUPANCY: 2015 MICHIGAN BUILDING CODE  
CONSTRUCTION TYPE: IIB  
AUTOMATIC SPRINKLERS: YES

#### PROJECT AREA

TOTAL FINISHED PROJECT: 173.5' 000,000 SQ. FT.

### DRAWING INDEX

GENERAL  
COVER SHEET  
G 001  
PARTITION DETAILS, DOOR SCHEDULE AND DETAILS, FRAME  
DETAILS, AND OTHER GENERAL NOTES  
G 101  
FIRST FLOOR CODE COMPLIANCE PLANS  
ARCHITECTURAL DEMOLITION  
AD 101  
FIRST FLOOR CEILING DEMOLITION PLAN - UNIT A  
AD 201A  
FIRST FLOOR CEILING DEMOLITION PLAN - UNIT A  
ARCHITECTURAL  
A 101  
FIRST FLOOR PLAN - UNIT A  
A 201A  
FIRST FLOOR REFLECTED CEILING PLAN - UNIT A  
A 601A  
FIRST FLOOR FINISH PLAN - UNIT A

### SITE ADDRESS

CALHOUN COMMUNITY HIGH SCHOOL  
242 E KALAMAZOO AVE.  
SPRINGFIELD, MI 48007



SHEET TITLE  
COVER SHEET

DATE

FEBRUARY 18, 2019

SHEET NUMBER  
G001

19-106.00

Springfield, Michigan

OWNER  
CALHOUN COMMUNITY HIGH SCHOOL

PROJECT TITLE  
CALHOUN COMMUNITY HIGH SCHOOL

ISSUED FOR

DATE





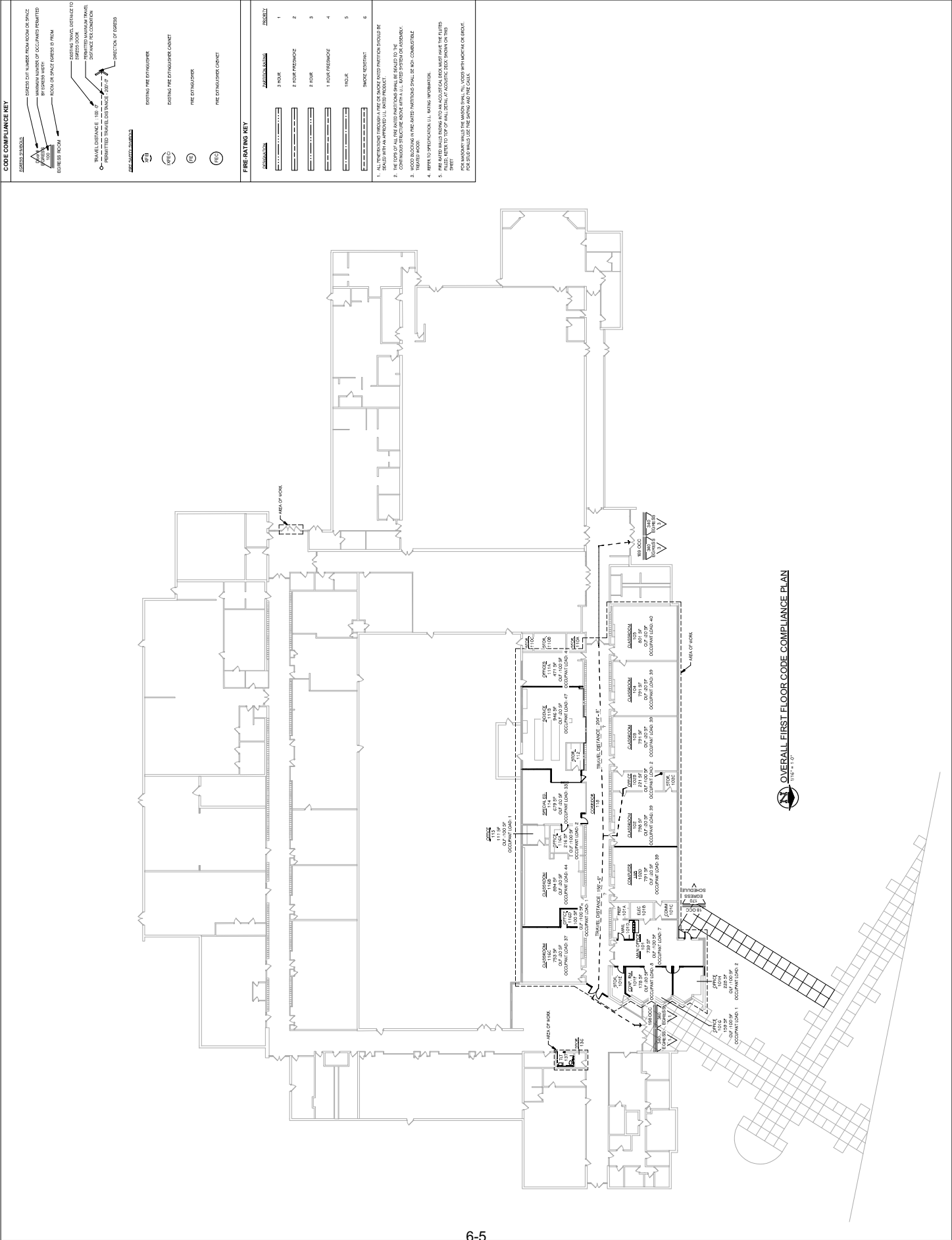




IMINARY

ISSUED FOR	DATE

 OVERALL FIRST FLOOR CODE COMPLIANCE PLAN  
1/16" = 1'-0"







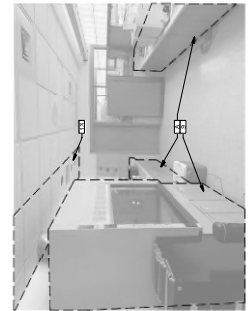
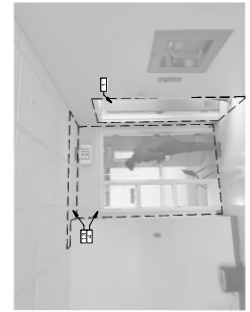
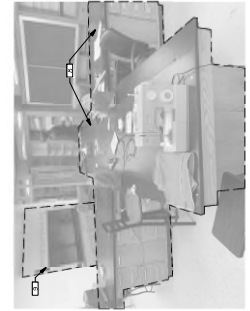
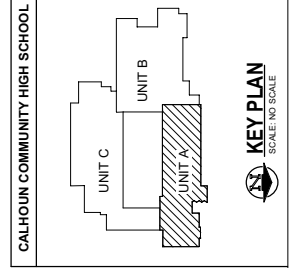
ISSUED FOR: DATE:

OWNER: CALHOUN COMMUNITY HIGH SCHOOL  
PROJECT TITLE: CALHOUN COMMUNITY HIGH SCHOOL

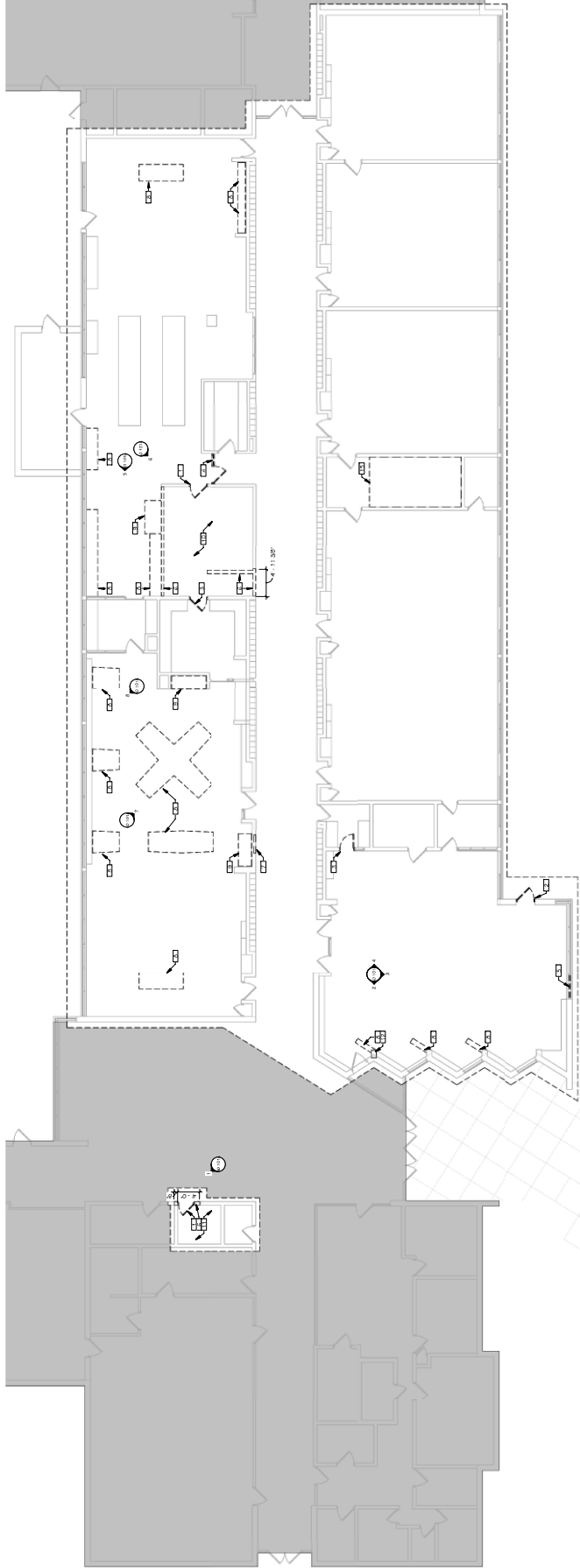
Springfield, Michigan

SHEET NUMBER: AD 101A  
DATE: FEBRUARY 18, 2019  
19-105.00

SHEET TITLE: FIRST FLOOR DEMOLITION PLAN - UNIT A

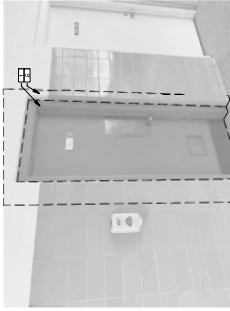
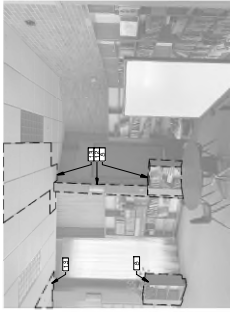
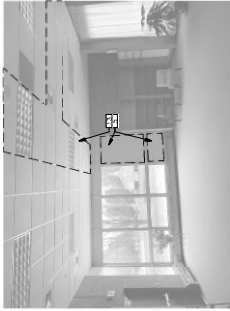
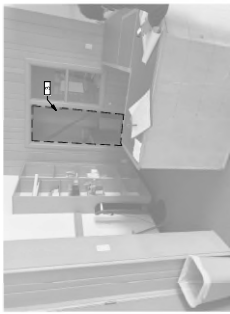


FIRST FLOOR DEMOLITION PLAN - UNIT A  
1/8" = 1'-0"



**KEYED NOTES - DEMOLITION**

1. REMOVE EXISTING DOOR, FRAME AND HINGES.
2. REMOVE EXISTING DOOR AND FRAME. EXISTING FRAME IS TO REMAIN. PREPARE FRAME FOR NEW FRAME.
3. REMOVE EXISTING DOOR AND FRAME. EXISTING FRAME IS TO REMAIN. PREPARE FRAME FOR NEW FRAME.
4. REMOVE EXISTING DOOR, FRAME AND HINGES. SALVAGE FOR REUSE. REMOVE WALL UP TO ROOF DECK.
5. REMOVE EXISTING INSULATED PANELED EXISTING FRAME TO REMAIN. PREPARE FOR GLASS PANEL REPLACEMENT.
6. REMOVE EXISTING GYM AND GYM STUD WALL UP TO ROOF DECK.
7. OPEN UP 3'-0" x 4'-0" OPENING IN WALL FROM CORRIDOR TO PREPARE FOR INSTALLATION OF NEW PERMANENT PARTIAL.
8. REMOVE EXISTING HALLWAY, CLOSET, AND BATHING.
9. REMOVE EXISTING EXTERIOR DOOR AND ASSOCIATED EQUIPMENT AND CASING. RETURN TO OWNER AS REQUESTED.
10. REMOVE EXISTING COLLING SYSTEMS.
11. REMOVE EXISTING TOILET, TOILET ACCESSORIES, SINKS AND SINKS.
12. REMOVE WALL AND DOOR.
13. REMOVE EXISTING CEILING TILE AND GRID AS REQUESTED. TO ACCOMMODATE DEMOLITION / RECONSTRUCTION. SALVAGE FOR REUSE AND DEMOLITION / RECONSTRUCTION.
14. REMOVE EXISTING 8" CEILING AS REQUESTED. TO ACCOMMODATE DEMOLITION / NEW CONSTRUCTION.
15. REMOVE EXISTING FLOOR. PREPARE CONCRETE SLAB FOR NEW FLOOR.



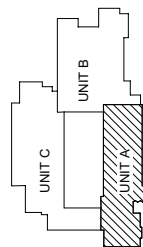


CATHOLAN COMMUNITY HIGH SCHOOL  
PROJECT TITLE

Springfield, Michigan

AD 201A  
SHEET NUMBER  
DATE  
FEBRUARY 18, 2019  
PLAN - UNIT A  
FIRST FLOOR CEILING DEMOLITION

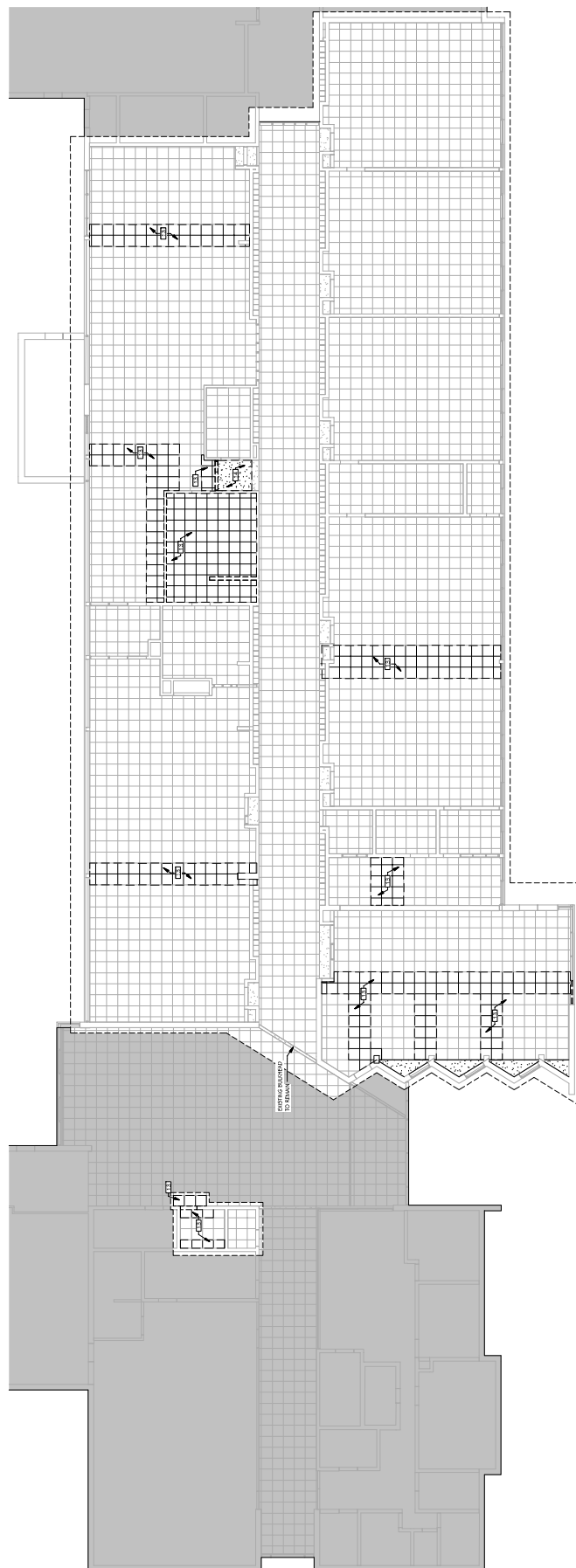
CALHOUN COMMUNITY HIGH SCHOOL



**KEY PLAN**  
SCALE: NO SCALE

KEYED NOTES - DEMOLITION ☐

- [illegible]



 **FIRST FLOOR REFLECTED CEILING DEMOLITION PLAN**  
1/8" = 1'-0"





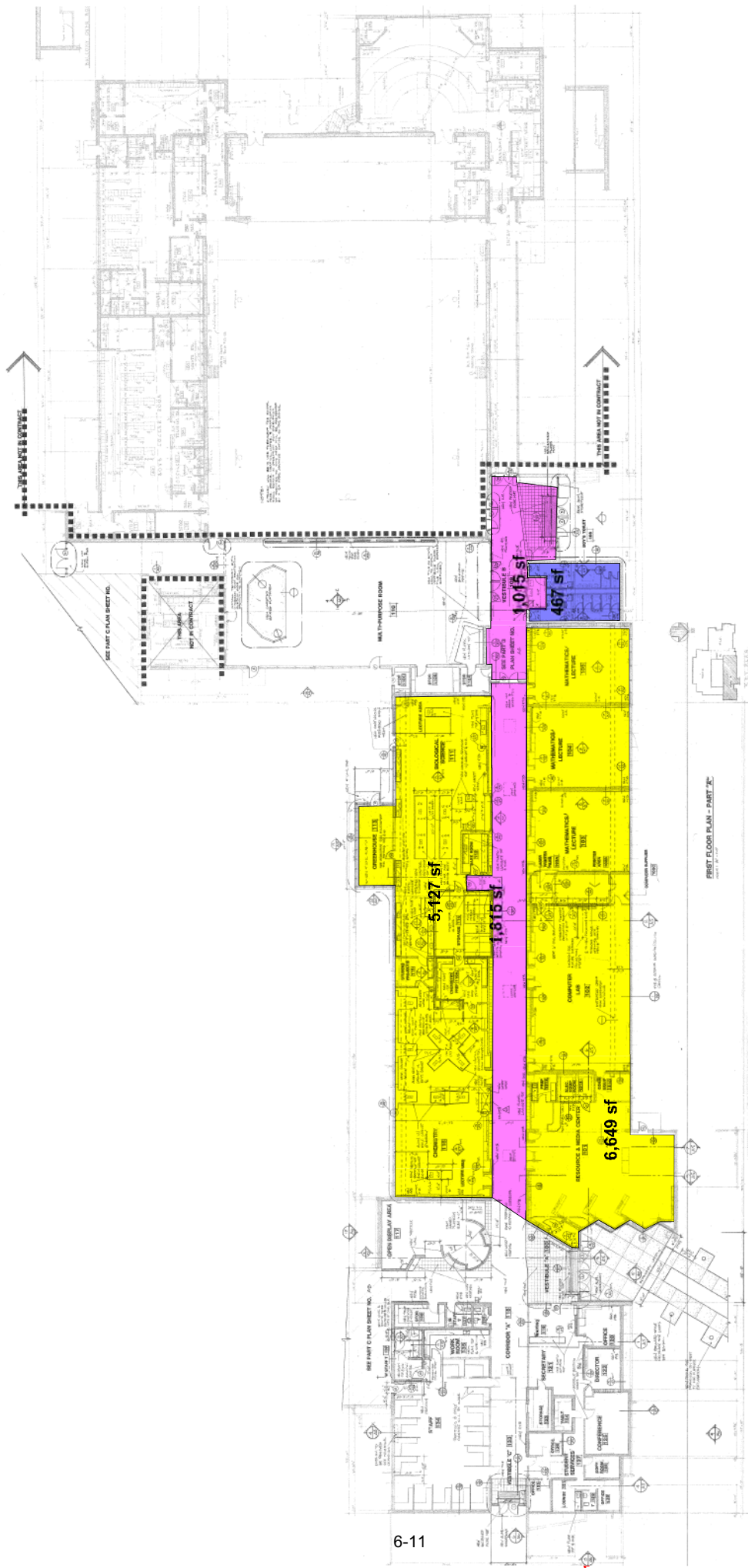














## Expanded Area Site Plan





**CERTIFICATE OF USE AND OCCUPANCY**  
**PERMANENT**

**Michigan Department of Licensing and Regulatory Affairs**  
Bureau of Construction Codes/Building Division  
P.O. Box 30254  
Lansing, MI 48909  
Authority: 1972 PA 230  
(517) 241-9317

**Building Permit No: BLDG19-00431**

765 UPTON AVE  
BATTLE CREEK, MI 49037  
COUNTY: CALHOUN

The above named building of Use Group E, Education 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 111.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.

Print Date: 01/08/2020



## COMMERCIAL LEASE AGREEMENT

THIS AGREEMENT, made and entered into this 7<sup>th</sup> day of July, 2025 by and between: **Burmese American Initiative, Inc.**, a Michigan nonprofit corporation, whose address is 765 Upton Avenue, Springfield, MI 49037, hereinafter called "Lessor," and **Calhoun Community High School**, a Michigan nonprofit corporation, whose address is 765 Upton Avenue, Springfield, MI 49037 hereinafter called "Lessee."

### WITNESSETH:

That Lessor in consideration of Lessee's rents, covenants, and agreements herein contained has agreed to demise and lease, and by these presents does demise and lease, unto Lessee approximately **17,975** rentable square feet of building space as shown on the floor plan attached hereto as **Exhibit A** (hereinafter called "Premises") of a building commonly known as the Gathering Place, 765 Upton Avenue, Springfield, MI 49037 (hereinafter "Entire Property"), subject only to easements of record, the terms of this agreement and applicable laws and ordinances, to be occupied by Lessee for the use set forth in Paragraph 1 herein. The Premises is designated in blue on the drawing and total **17,975** sq ft.

(The orange-colored areas (cafeteria, kitchen & gym; approximately **14,434** sq ft.) will be common space that CCHS will have access to use for school-related purposes at no additional costs.)

CCHS will be responsible for janitorial activities and day-to-day maintenance of the Premises, as well as cleanup of the common spaces whenever it uses those spaces. All other maintenance and physical repair of the Premises, unless the result of damage caused by CCHS or its students, will be the responsibility of the Lessor.

The parties hereto further mutually covenant and agree as follows:

1. Space, Term and Purpose. In consideration of the rents and covenants herein specified, Lessor hereby lets and leases to Lessee the Premises. The Lease is upon the terms and conditions hereinafter mentioned, for a term of **36 months** ("Term") commencing on **July 1, 2025** ("Commencement Date") and ending on **June 30, 2028**, to be occupied by said Lessee for the exclusive and sole purpose of high school education. Except for the foregoing permitted uses, any business or other operation deemed hazardous or extra hazardous for property insurance purposes shall be specifically prohibited at all times during the initial term or any option terms extending this Lease.
2. Rent. Lessee does hereby rent and hire the said Premises hereinbefore described for said limited purpose for the term described above, and does covenant and promise to pay the Lessor, its legal representatives, heirs, estates and assigns, as rent of the Premises for said term at Lessor's above address or at such other place as may be designated by Lessor, the sum of fixed rent ("Fixed Rent") as follows: Lessee shall pay **fixed rent of \$12,734.49 monthly, beginning July 1, 2025, which includes Lessee's share of** operating expenses, maintenance charges, electric, water/sewer, natural gas and other utility charges.

(Annual rent paid in advance is allowed with a 5% reduction, ( $\$152,813.88 \times 5\% = \$7,640.69$ ) base year **\$145,173.19**. (Equivalent to \$12,097.76 monthly rent).



After the first full lease year ("Base Year") the rent will be increased in the event that the collective average annual expenses for water/sewer, electric, and natural gas, increase by 10% or more, as outlined in **Exhibit B**, in which case, this increase shall be passed along to Lessee. This rental adjustment shall be made on the succeeding anniversary date throughout the term of this Lease. In addition, if Lessee's annual revenue from student enrollment declines by 5 % or more after the Base Year, as a result of lower enrollment or lower local and state payment to Lessee for enrollment, Lessee shall be entitled to a corresponding reduction in the Base Rent with a corresponding reduction in rentable square footage. Lessee shall have the right to use and occupy the Premises as of the effective date of this Lease.

3. Renewal Terms. Lessee shall have the right to renew this Lease for five (5) additional renewal years which shall be equal in length to any charter contract renewal and extension term provided by Bay Mills Community College. The rental rate for any renewal term shall be established as the average per square foot rental rate being paid for the entire premises designated as class or office space, as of the Commencement of each renewal term. Lessee shall exercise the right to any renewal term by providing Lessor 30 days written notice prior to the end of the Lease term then in effect.

It is understood that all other charges and sums chargeable to Lessee pursuant to this Lease and/or any extensions or renewals thereof and payable hereunder by Lessee, if any, shall be paid as additional rent without notice or demand, except as herein provided, and without set off, counterclaim, abatement, suspension, deduction or defense; provided that, without otherwise in any way limiting the rights of Lessor or the holder of a mortgage covering the Premises, this provision shall not constitute a waiver of any other rights Lessee may have under this Lease or in law, or equity.

4. "As Is" Lease etc. The Premises consists of finished space. All Lessor approved alterations to the Premises by Lessee shall become the property of Lessor. Except as otherwise provided in this Lease to the contrary, Lessee has inspected the Premises, and consents that it is fully satisfied with the present condition thereof and agrees to accept the Premises in its "AS IS" condition, with all faults and defects. Lessor shall fully maintain and repair the common areas within the Entire Property in a first class condition consistent with similar office buildings in the general area where the Entire Property is located.
5. Alterations and/or Modifications - Restoration on Termination. Except for nonstructural alterations costing less than \$100.00 in any year of the Term, or previously agreed to by both parties, Lessee shall not alter or make any modifications to the Premises without the express written consent of Lessor pursuant to Section 32. In the event that Lessee undertakes any improvements, alterations, or additions to the Premises with the prior written consent and approval of Lessor, Lessee shall indemnify and hold Lessor harmless from the cost of the Improvements, including without limitation from the cost or expense of any construction claims of lien, worker's compensation claims, negligence or breach of contract claims by any employees or independent contractors of Lessee's or of any contractor working with Lessor for the Improvements. Lessee shall procure and keep in force liability insurance and builder's risk insurance during the period of work related to the Improvements, naming Lessor as an additional insured. Lessee shall promptly repair any damage to the Leased Premises on



termination or expiration of this Lease which is caused by removal of Lessee's personal property, equipment, and trade fixtures.

6. Real Property and Personal Property Taxes. Lessor shall pay all real property taxes assessed against the Entire Property prior to the date when penalties or interest would accrue. Lessee shall pay all personal property taxes levied or assessed on any and all of Lessee's personal property, equipment, and trade fixtures situated on the Premises.
7. Lessee to Obey Laws. Subject to Lessee's representations and warranties contained in this Lease, Lessee shall, at Lessee's own expense, keep the Leased Premises in a clean, sanitary and safe condition and shall obey, observe and promptly comply with all present statutes, laws, and ordinances, and all rules, regulations, orders and requirements of any governmental body or agency (collectively, "Laws") respecting Lessee's use and occupancy of said Premises. Lessee agrees not to use or permit said Premises to be used for any unlawful purposes or for purposes not specifically authorized under this Lease. Lessor hereby represents and warrants to Lessee that it is not aware of being out of compliance with any laws applicable to the Premises and Entire Property. Notwithstanding anything contained in this Section to the contrary, Lessee shall have no obligation to make repairs or alterations to the Premises which are required due to future changes in Laws. If such future changes in Laws occurs that requires Lessor to make repairs or alterations to the Premises, Lessor reserves the right to terminate the Lease if it concludes it cannot afford to make such changes. If Lessee desires and agrees to undertake such repairs or alterations required by such future changes, Lessor will not terminate the Lease.
8. Injuries. Subject to applicable releases and waivers of subrogation, Lessee covenants and agrees to indemnify and save Lessor harmless from any and all claims, demands, suits and actions for or on account of damage or injury (including death) to the person or property of Lessor, Lessor's or Lessee's agents, invitees, servants, or employees and to all other persons while on the Premises which injuries or damages are caused solely due to the fault or negligence of Lessee or Lessee's employees in the operation of Lessee's business and Lessee's use of the Premises or by Lessee's invitees, contractors, or customers, except that Lessee shall not be required to hold Lessor harmless from claims resulting from negligent or intentional acts of omissions of Lessor or Lessor's employees, contractors or agents.
9. Insurance - Kinds and Amounts. The Lessee shall be responsible for maintaining inventory and personal property insurance on its contents and under no circumstances shall the Lessor be responsible for any damage to any property (real or personal) brought on to the Premises by the Lessee. In the event of damage to the Premises, the Lessor shall have the rights under and be subject to the provisions of Paragraph 5 above and 9 below. The insurance afforded by the Lessee shall include full coverage of indemnity as a result of injury or loss occasioned to personality on the Premises. The Lessee shall be responsible for its own Workers' Compensation Insurance for any of its employees on the Premises. Except as otherwise provided in this Lease and subject to applicable releases and waivers of subrogation, the Lessee further agrees to defend, save and hold harmless the Lessor from liability arising out of the Lessee's use of the Premises, including reimbursements to the Lessor for any reasonable attorney fees incurred in defending, settling or responding to any claim arising by reason of



the use of the Premises by the Lessee or the occupancy of the Premises by the Lessee during the duration of this Lease Agreement, except to the extent arising out of the direct actions or negligence of Lessor or breach of this Lease by Lessor.

The Lessor shall carry and maintain, at the Lessor's sole cost an expense, All Risk property insurance (with full replacement cost coverage) covering the Entire Property and Lessor's property therein.

10. Mutual Waiver of Subrogation Rights. Notwithstanding anything to the contrary in this Lease (including, without limitation, any indemnification obligations set out herein), whenever (a) any loss, cost, damage or expense resulting from fire, explosion or any other casualty or occurrence is incurred by either of the parties to this Lease, or anyone claiming by, through, or under it in connection with the Premises, and (b) such party is then covered by insurance with respect to such loss, costs, damage or expense or required under this Lease to be so insured, then the party so insured (or so required) hereby releases the other party and its officers, directors, employees, agents, and invitees from any liability said other party or its officers, directors, employees, agents, or invitees may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance and waives any right to subrogation which might otherwise exist in or accrue to any person on account thereof and the insuring party shall give notice to the insurance carrier or carriers that the foregoing mutual waiver of subrogation is contained in the Lease and cause its insurance carrier to issue appropriate waiver of subrogation rights endorsements (to the extent that such rights are not waived in the policies themselves).
11. Rent Abatement. In the event of damage to, or destruction of, the Premises, or of the Lessor's fixtures therein, by fire or other casualty, the rental payment required of the Lessee to the Lessor herein shall abate pro rata in the event of partial destruction of the Premises and fully in the event of total destruction, for the period of disrepair. Any pro rata calculation shall be made on a daily percentage of disrepair basis. Lessor shall rebuild and restore the Premises and Entire Property if such repairs can be made with the amount of insurance proceeds received by Lessor and be completed within one hundred eighty (180) days. In the event of total destruction, either Lessee or Lessor may terminate the Lease. In the event of partial destruction, coupled with Lessor's failure to elect, by written notice to Lessee within forty-five (45) days of such damage or destruction, to rebuild the Premises, Lessee may terminate this Lease.
12. Condemnation. If the whole or any part of the Premises shall be taken by any public authority under the power of eminent domain, then the term of this Lease Agreement shall cease on the part so taken from the day the possession of that part shall be required for any public purpose, and the rent shall be paid up to that day, and from that day, Lessee shall have the right either to cancel this Lease or to continue in possession of the remainder of the Premises under the terms herein provided, except that the rent shall be reduced in proportion to the amount of Premises taken. Lessor shall be entitled to claim an award for damages as compensation for diminution in value to the Premises or to the fee of the Premises herein leased, and Lessee shall be entitled to claim an award for damages by reason of loss of business, depreciation of merchandise and fixtures, fixture and equipment damage, removal and reinstallation costs and such other damages to which it may be legally entitled, provided, however, in no event shall



Lessee have the right to compensation for the value of the Term and no claim of Lessee shall diminish or otherwise adversely affect Lessor's award or the award or any fee mortgage.

13. Sign Control. All signs must comply with the ordinances and regulations of the City of Springfield, and other governmental authorities. The size, location, configuration, illumination and design of all signs in common areas or not within the Premises shall be subject to the reasonable approval of the Lessor. All necessary permits, licenses, inspection fees or any costs whatsoever in connection therewith shall be at Lessee's sole expense. All signage to be maintained in good condition and repair at all times and Lessee shall save Lessor harmless from any injury to person or property arising from erection or maintenance of signage.
14. Lessee Repairs. Lessee, at Lessee's sole cost and expense, shall maintain and make all repairs so that the interior of the Premises is maintained in a condition of good maintenance and repair at all times during this Lease, subject to reasonable wear and tear and insured casualty. At the end or other expiration of this Lease, Lessee shall deliver up the Premises to Lessor in broom-clean condition subject to reasonable wear and tear and insured casualty. Nothing contained in this Section 13 shall be interpreted to require Lessee to make any repairs or replacements to building systems (including HVAC, electrical, plumbing or the fire sprinkler system) or any type of repair or replacement which would constitute a capital expenditure in accordance with GAAP. Lessee waives provisions of all laws permitting Lessee to make repairs at Lessor's expense.
15. Right to Inspect or Show Premises. After reasonable prior notice, Lessor and Lessor's agents and representatives shall have the right to enter into or upon the Premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or to make such repairs or alterations therein as may be necessary for the safety or preservation thereof in the event Lessee fails to do so. Further, during the last ninety (90) days of the Term, Lessor may show the Premises at all reasonable times for Lease or for sale, upon at least twenty-four (24) hours prior notice and so as not to interfere with Lessee's business activities. Lessor's rights to show and advertise shall be continuously reserved.
16. Equipment and Trade Fixtures. Any fixtures purchased solely with the Lessee's funds shall be owned by the Lessee, with the exception of improvements defined under Paragraph 5 of this Agreement. Lessee shall not cause any equipment or trade fixtures to be affixed or attached to the Premises unless approved by Lessor in writing. All equipment and trade fixtures owned by Lessee located at or installed in the Premises shall be removed by Lessee at the expiration of this Lease if removal is demanded by Lessor. All fixtures remaining in the Premises after the expiration of the term of this Lease shall be deemed abandoned by Lessee and at the option of Lessor shall become the property of Lessor. In the event any removal of said fixtures or equipment shall injure or damage the Premises, Lessee agrees to restore the Premises property to their former condition, that condition being the same like, kind and quality of structural condition as existed in the Premises prior to the attachment, addition, installation, setting, mounting or affixation whatsoever of said fixtures. If Lessor procures equipment, materials and supplies at the request of or on behalf of the Lessee, Lessor shall follow applicable competitive bidding laws and shall be prohibited from adding any fees or upcharges to the expenses actually incurred by Lessor in making such purchases. If the Lessee makes



improvements to the Leased Property, which are deemed beneficial to, and approved by, Lessor in writing, Lessee shall be entitled to recoup costs associated with such improvements if the Agreement is terminated by Lessor without cause and without complying with the termination provisions of this Agreement. The costs recouped shall be the lesser of the remaining value of the improvements or the cost of improvement made. Lessor shall repay to Lessee any costs associated with such improvements if the Agreement is terminated by Lessor without cause prior to the end of the lease term.

17. Restriction Against Assignment and Subletting. Except to an affiliate or related entity, Lessee shall not assign or in any manner transfer this Lease or any estate, interest or benefit herein, or sublet said Premises or any parts thereof or permit the use of same or any part thereof by anyone other than Lessee without the prior written consent of Lessor. Consent by Lessor to any assignment or transfer of interest under this Lease or subletting of said Premises or any part thereof shall be limited to the instance stated in such written consent and shall not constitute a release, waiver or consent to any other assignment, transfer of interest, or subletting. No assignment or sublease shall relieve Lessee from liability under this Lease, unless a written novation specifying the same is signed by Lessor. Lessor's consent to subletting shall not be unreasonably withheld, conditioned or delayed.
18. Events and/or Conditions of and Lessor's Rights Upon Default. Lessee shall be considered in default under the following circumstances:
  - A. If default be made in the payment of Fixed Rent or any item of additional rent and said default shall continue for a period of seven (7) days after the payment due date and written notice from Lessor;
  - B. If Lessee shall assign this Lease or sub-let the Premises or any portion thereof without Lessor's prior approval, except as otherwise provided herein; or
  - C. If at any time prior to, or on the date fixed for commencement of the term of this Lease, or at any time during the term of this Lease, there shall be filed by or against Lessee in any court of competent jurisdiction, a Petition in Bankruptcy or for reorganization or for the appointment of a Receiver or Trustee of all or a portion of Lessee's property, or if Lessee makes an assignment for the benefit of creditors or takes advantage of any insolvency act, and if within sixty (60) days thereof Lessee fails to secure a discharge thereof.

Upon any such default, the Lessor may, if Lessor so elects, at any time thereafter, terminate Lessee's tenancy under this Lease by giving Lessee thirty (30) days' notice in writing of Lessor's intention to do so if the default is the failure of Lessee to pay Fixed Rent or any item of additional rent or by giving Lessee thirty (30) days' notice in writing of Lessor's intentions for Lessee's failure to perform repairs or for Lessee's failure to perform any other obligation to be performed by Lessee under this Lease; and Lessee's tenancy and rights hereunder shall expire and come to an end on the date fixed in such notice as if said date were the date originally fixed in this Lease for expiration of the terms hereof and Lessee shall then quit and surrender the Premises to Lessor, but Lessee shall remain liable as herein above or hereinafter provided, and Lessor or Lessor's representatives may, upon proper



statutory notice and in accordance with law, evict Lessee from the said Premises by summary proceedings, and Lessor may re-let the Premises or any part or parts thereof for a term or terms which may, at Lessor's option, be less than or exceed the period of which would otherwise have constituted the balance of the term of this Lease without releasing Lessee from any liability, and may apply the proceeds thereof first to reasonable cost of obtaining possession; second, to restoring the Premises to the condition in which they were to be restored by Lessee on expiration of the Lease; thirdly, to reasonable brokerage fees and the reasonable cost of Lessor of re-letting the Premises; fourth, to all other costs and expenses incurred by Lessor based upon Lessee's default, including but not limited to Court costs and/or reasonable attorneys' fees; and then to the payment of rent, items of additional rent and all other charges due and to become due to Lessor, with any surplus to be paid to Lessee, who shall remain liable for any deficiency. The inability of Lessor, after making commercially reasonable efforts, to re-let the Premises or any part thereof shall not release or affect Lessee's liability. Any sums due to Lessor shall be paid in monthly installments by Lessee on the rent day specified in this Lease and any suit brought for possession or to collect the amount due for any month shall not prejudice in any way the rights of Lessor to collect sums due for any subsequent month. Lessor, at option, may make alterations, repairs, replacements and/or paintings in the Premises or any part thereof, and the making of such alterations, repairs, replacements and/or painting shall not operate or be construed to release Lessee from liability for Lessee's obligations under this Lease. Any mention in this Lease of any particular remedy shall not preclude Lessor from any other remedy in law or in equity. If Lessor shall make any expenditure or incur any obligation for the payment of money by reason of Lessee's default, including reasonable attorneys' fees, such sums or obligations with interest at the rate provided for Judgments, shall be deemed additional rent hereunder and shall be due and payable within seven (7) days of rendition of any bill or statement to Lessee therefor; provided, however, that any attorney fees shall not be in excess of the maximum attorney fee allowable under law. The time required for giving any notice is to be measured from the time of sending certified mailing or personal delivery pursuant to paragraph 22.

19. Access to Premises. The Lessor shall have the right to enter upon the Premises during all business hours after reasonable prior written notice, or by appointment, or in case of emergency, immediately, for purpose of inspecting the same.
20. Re-Renting. The Lessee hereby agrees that for a period commencing ninety (90) days prior to the termination of this Lease or any renewal thereof, or at any time prior thereto that Lessee may be in default under this Lease, the Lessor may show the Premises to prospective lessees and may display in and about said Premises and in the windows thereof the usual and ordinary "To Rent" signs or "For Lease" clearly identifying Lessor's name, address and business phones with other marketing information deemed necessary by Lessor.
21. Right to Mortgage. The Lessor reserves the right to subject and subordinate this Lease at all times to the lien of any mortgage or mortgages now or hereafter placed upon the Lessor's interest in the said Premises and on the land and buildings of which the said Premises are a part of or upon any buildings hereafter placed upon the land which the Premises form a part and the Lessee covenants and agrees to execute and deliver upon demand such further instrument or instruments subordinating this Lease to the lien of any such mortgage or



mortgages as shall be reasonably requested by the Lessor. Such lien shall not subject Lessee to liability beyond that assumed by Lessee pursuant to this Lease. Notwithstanding the foregoing, Lessor shall cause any lender or other party holding a mortgage encumbering the Entire Property (or any portion thereof) to provide Lessee with a commercially reasonable form of non-disturbance agreement. Lessee shall have no obligation under this Section 20 unless and until such non-disturbance agreement is provided by Lessor's lender.

22. Holding Over. If Lessee remains in possession of the Premises or any part thereof after the expiration of the term of this Lease, without the express written consent of Lessor, such occupancy shall be a tenancy from month to month with a new rental rate equal to 120% of the last monthly Base Rent. All other provisions of this Lease that are not inconsistent with the above shall remain in full force and effect.
23. Notice. Any notice to be given by either party to the other party, pursuant to the provisions of this Lease, shall be in writing and shall be given by either: personal delivery to any individual signing this lease on behalf of the other party, or to any person accepting parcels or documents at the office of the other party; or Certified Mail, Return Receipt Requested, addressed to the party for whom it is intended at the address stated above, or at such other address as it may have designated in writing.
24. Covenant of Title and Quiet Possession. Lessor covenants that it has the right to make this Lease for the term aforesaid and that it will put Lessee into possession of the Premises, free from all encumbrances, liens or defects in the title, for the full term of this Lease. Lessor further covenants that there are no restrictive covenants which will prevent Lessee from conducting its usual business or any department thereof in the Premises. Lessor warrants that Lessee, upon making the payments and performing and keeping the other covenants and agreements of this Lease on its part to be kept and performed, shall have quiet and peaceful possession of the Premises during the term of this Lease and any extension thereof Lessor further covenants to provide access to the Premises through common areas of the Entire Property.
25. Non-Waiver. The failure of Lessor to insist upon strict performance of any of the covenants or conditions of this Lease or to exercise any option herein conferred in any of one or more instances, shall not be construed as a waiver or relinquishment of any such covenants, conditions or options, but the same shall be and remain in full force and effect. The subsequent acceptance of rent hereunder by Lessor shall not be deemed to be a waiver of any preceding breach of Lessee of any term, covenant or condition of this Lease, other than the failure of Lessee to pay the particular rental so accepted, regardless of Lessor's knowledge of such preceding breach at the time of acceptance of such rent. No covenant, term or condition of this Lease shall be deemed to have been waived by Lessor, unless such waiver is in writing by Lessor.
26. Partial Invalidity. If any term, covenant or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease or the application of such term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.



27. Captions. Any paragraph titles or captions contained in the Lease or addendum are for convenience only and shall not be deemed part of the context of this Lease.
28. Rules and Regulations. Lessee agrees that Lessor has the right, at any time and from time to time for the general welfare of the Entire Property of which the Premises is a part and for the avoidance of nuisance, to impose reasonable rules and regulations of general application and uniform/nondiscriminatory enforcement governing the conduct of Lessee in the Premises and on the Entire Property (as well as all other lessees and occupants of the Entire Property) of which the Premises are a part. Lessee, as a covenant and condition of this Lease, agrees to such rules and regulations.
29. Cumulative Remedies. No remedy herein conferred upon or reserved to Lessor or Lessee is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute.
30. No Broker. Each party represents and warrants that no broker brought about this Lease or was involved in the negotiation thereof, and no brokers' commissions or finder's fees are payable by either Lessor or Lessee concerning this Lease.
31. Successors and Assigns. It is mutually understood and agreed that the covenants and agreements contained in this Lease shall be binding upon the parties hereto and upon their respective successors, heirs, legal representatives and assigns.
32. Estoppel Certificate:
- A. Lessee shall at any time upon not less than fifteen (15) days prior written notice from Lessor, execute, acknowledge and deliver to Lessor a statement in writing (i) certifying that this Lease is unmodified and in full force and effect (or is modified, stating the nature of such modification and certifying that this Lease, as so modified, is in full force and effect) and the date to which the rent and other charges are paid in advance, if any, and (ii) acknowledging that there are not, to the best of Lessee's actual knowledge with inquiry, any uncured defaults on the part of Lessor hereunder, or specifying such defaults if any are claimed. Any such statement may be reasonably relied upon by any prospective purchaser or lien holder of the Premises.
  - B. Lessee's failure to deliver such statement within such time shall be conclusive upon Lessee (i) that this Lease is in full force and effect, without modification, (ii) that there are no uncured defaults in Lessor's performance, and (iii) that not more than one month's rent has been paid in advance.
33. Alterations. Except as otherwise provided in this Lease to the contrary, Lessee agrees to accept Premises in its present "as is" condition. Alterations of the Premises are subject to Lessor's written consent and Lessee shall make no alterations without the Lessor's written consent.
34. Renewal. This Lease shall automatically end at the expiration of the Term unless Lessor and Lessee shall agree in writing to terms of Lease Renewal prior to the expiration of the Term.



Exhibits. The following exhibits may be added to and made a part of this Lease: **Exhibit A**, floor plan; **Exhibit B**, Lease Rate Analysis & Utility Calculation.

35. Entity Authority. If a party to this Lease is a corporation or other entity, then each individual executing this Lease on behalf of said corporation or other entity (but without incurring any personal liability) represents and warrant that he or she is duly authorized to execute and deliver this Lease on behalf of said corporation or other entity represents and warrants that he or she is duly authorized to execute and deliver this Lease on behalf of said corporation or other entity, in accordance with a duly adopted resolution of said corporation or other entity (if required), and that this Lease is binding upon said corporation or other entity in accordance with its terms.
36. Entire Agreement. This Lease and the exhibits and addenda, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions and understandings between Lessor and Lessee concerning the Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between Lessor and Lessee other than is set forth herein. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Lessor and Lessee unless reduced to writing and signed by the parties hereto.
37. Civil Disturbance, Demonstrations, Picketing, Etc. It is expressly covenanted and agreed that Lessor may exercise its discretion in determining what measures, if any, are to be taken in the event any civil disturbance, demonstration, picketing or riot takes place on the Premises or parking areas connected thereto and Lessor shall not be liable for any interruption of business or any injuries or damages to persons or property on or in the Premises resulting from said civil disturbance, demonstration, picketing or riot or the measures taken by Lessor to control said civil disturbance, demonstration, picketing or riot
38. Rubbish Control. Lessee shall not place, store, collect or allow any trash, garbage, rubbish or waste material on the outside of the rooms. Lessee shall dispose of waste material in designated container. Lessor shall have exclusive control over placement of rubbish containers upon the exterior of the Entire Property.
39. Environmental/Medical Waste Provisions. Lessee shall have no liability or obligation to investigate, clean, remove, remediate, or otherwise deal with hazardous material present at the Leased Premises prior to the time that the Lessee occupies same. To the extent permitted by applicable law, the Lessor will indemnify the Lessee for damages and costs of litigation caused by a condition of the Leased Property, if those damages or litigation are directly or indirectly related to Lessor's prior use of hazardous material at the Leased Property. Lessee shall not unlawfully generate, treat, or dispose or release onto the Premises any "Hazardous Substances" and/or "Medical Waste", as defined below.

Lessor hereby represents to Lessee that to the best of its knowledge, the Premises and Entire Property are free of any Hazardous Substances and are in full compliance with all applicable Environmental Laws. Subject to the foregoing representation, Lessee shall promptly supply Lessor a copy of the reports of any environmental assessment or investigation undertaken on the Premises, all notices, demands, inquiries, or claims



received from any person or entity as a result of contamination, waste or pollution alleged to be on or emanating from the Premises or adjacent property, and any report or applications for licenses, permits, or approvals submitted by or on behalf of Lessee to any environmental or medical waste regulatory agency affecting the leased or adjacent property.

Lessee shall indemnify and hold harmless Lessor from and against any and all losses, suits, obligations, fines, damages, judgments, penalties, claims, injunctive relief, charges, costs and expenses (including reasonable attorneys' fees and disbursements) which may be imposed on, incurred or paid by, or asserted against, Lessor or its agents by reason or on account of, or in connection with, any "Environmental Claims" and/or "Medical Waste Claims" regarding the Premises arising from events occurring during the term of this Lease and any extension thereof and caused by the acts or negligence of Lessee or its agents or employees (excluding claims arising from the direct action of Lessor or their prior tenants).

"Environmental Claims" and/or "Medical Waste Claims" shall include, but not be limited to, claims arising out of

- i. Failure of any person to fully comply with all requirements of any federal, state or local law or regulation having as its object the protection of public health, natural resources or the environment ("Environmental Laws"); and/or
- ii. Failure of any person to fully comply with all requirements of any federal, state or local law or regulation having as its object the protection against the improper handling or disposal of medical waste ("Medical Waste Laws"); and/or
- iii. The release or presence of any substance the manufacture, use, treatment, storage, transportation or disposal of which is regulated by any Environmental Laws ("Hazardous Substances"); and/or
- iv. The handling or disposal of any substance the collection, use, treatment, storage, handling, transportation or disposal of which is regulated by any Medical Waste Laws ("Medical Waste").

The foregoing indemnification shall survive the termination or expiration of this Lease and shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, legal representatives and assigns.

40. Lessee Defined; Use of Pronoun; Joint and Several. The word "Lessee" shall be deemed and taken to mean each and every person or party mentioned as a Lessee herein; and if there shall be more than one Lessee, any notice required or permitted by the terms of this Lease may be given by or to any one thereof, and shall have the same force and effect as if given by or to all thereof. The use of the neuter singular pronoun to refer to Lessor or Lessee may be an individual, partnership, a corporation, or a group of two or more individuals, partnerships or corporations. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Lessor or Lessee and to either corporations, associations, partnerships, or individuals, males or females, shall in all instances



be assumed as though in each case fully expressed. Additionally, if more than one person and/or entity is listed as Lessee, then they shall be jointly and severally liable.

41. Applicable Law and Construction. The laws of the State of Michigan shall govern the validity, performance and enforcement of this Lease. The invalidity or unenforceability of any provision of this Lease will not affect or impair any other provision. The submission of this document for examination does not constitute an offer to lease, or a reservation of, or option for the Premises and becomes effective only upon execution and full compliance of all preliminary terms, requests and conditions precedent incident to initiating said Lease between Lessor and Lessee and delivery thereof by Lessor to Lessee. All negotiations, considerations, representation and understandings between the parties are incorporated herein and may be modified or altered only by agreement in writing between the parties. Lessee shall have no right to quit the Premises or cancel or rescind this Lease except as said right is expressly granted herein. This Lease has been negotiated by Lessor and Lessee and the Lease, together with all of the terms and provisions hereto are controlling and binding upon the parties either individually or personally if a guarantor, their heirs, successors, assigns, personal representative and executors.
42. Authorizer Required Provisions. All records of the Leased Property and physical plant related to the Lease will be made available by Lessor to the Lessee's independent auditors and the Bay Mill's Community College ("BMCC") Charter Schools Office. Any amendments to the Agreement shall be reviewed and approved by the BMCC Charter Schools Office prior to execution by the parties hereto. If a third party will occupy the Lessee's building, site, or physical plant, the Lessee must provide to the BMCC Charter Schools Office a written analysis of the potential implications of such occupancy, including potential security, school safety, and church-state issues. Any provision of the Agreement which can be construed to: a) restrict the Lessee Board's ability to act an independent, self-governing public body, b) interfere with the Lessee Board's exercise of its statutory, fiduciary, contractual and fiduciary responsibilities governing the operation of the Lessee, or c) allow or require public decisions to be made other than in compliance with the Open meetings Act, shall be void and unenforceable. Any provision of the Agreement which can be construed to restrict the Lessee Board from waiving its governmental immunity or require the Lessee Board to assert, waive, or not waive its governmental immunity shall be void and unenforceable. In the event the Academy's Charter Contract is revoked, suspended, terminated, or expires by its terms, the Lease Agreement and all obligations thereunder shall immediately terminate.
43. Security for Rent. In order to secure payment of all sums due under this Lease and the strict performance of all terms and conditions of this Lease, the Lessee has previously paid and Lessor hereby acknowledges receipt of the Lessee's Security Deposit, Twenty thousand (\$20,000) dollars, paid pursuant to a Commercial Lease Security Agreement of even date. This Security Deposit will be retained by Lessor, without interest, for the duration of the leasehold term. The Security Deposit shall be applied, if necessary, as described in the Commercial Lease Security Agreement. Lessor may co-mingle these funds and Lessor will account for the disposition of all funds at the termination of occupancy.
44. Recording. Upon complete execution of this Lease, if requested by Lessee, the Lessor agrees to execute an Affidavit of this Lease, to be prepared by, and recorded at, the expense of the



44. Recording. Upon complete execution of this Lease, if requested by Lessee, the Lessor agrees to execute an Affidavit of this Lease, to be prepared by, and recorded at, the expense of the Lessee. Upon any lawful termination of this Lease the Lessor may prepare and record a Notice of Lease Cancellation/Termination at Lessor's expense, to clear any cloud on title caused by filing said Affidavit.
45. Early Termination. Tenant shall have the right to terminate this Lease at any time prior to the expiration of any 12 month annual lease period by providing written notice to Landlord at least sixty (60) days prior to the effective date of termination. In consideration of this right, Tenant shall pay to Landlord a termination fee equal to the remaining "Annual Lease Period" rent. No other discounts or reimbursements will be refunded other than the security deposit under the conditions described in this lease agreement. Tenant agrees to fulfill all obligations regarding the condition of the Premises upon termination, as outlined in this Lease.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be signed in their respective names by their respective officers the day and year first above written:

LESSOR:

**BURMESE AMERICAN INITIATIVE, INC**

By:

Name: Christina Khim

Title: Executive Director

Date: 7 / 7 / 2025

LESSEE:

**CALHOUN COMMUNITY HIGH SCHOOL**

By:

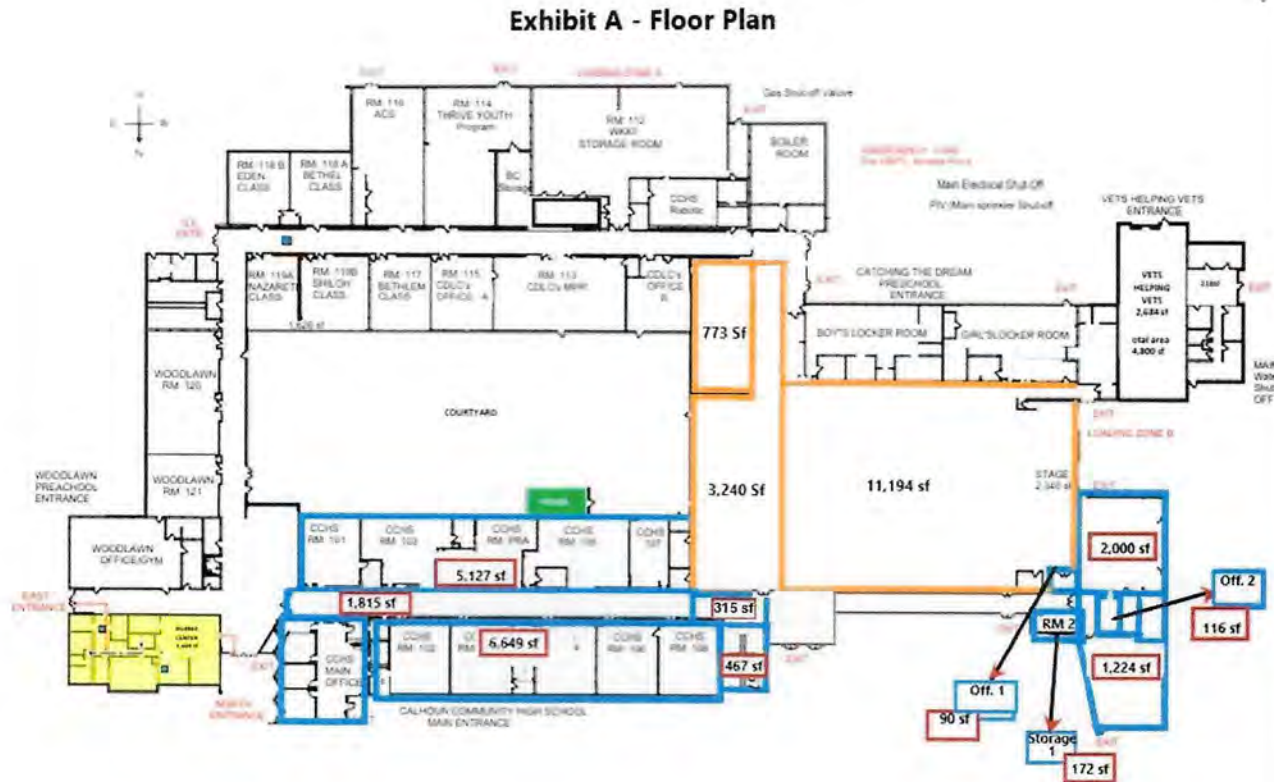
Name: [Signature]

Title: Board Chair person

Date: 6.17.2025



## Exhibit A - Floor Plan



Rooms	Square Feet
Restricted Class sq. ft. 5,127 / 1,815 / 6,649 / 2,000 / 1,224 / 116	16,931 sq. ft.
Semi-Restricted sq. ft. 467 / 315	782 sq. ft.
Storage Rooms (2)	262 sq. ft.
<b>Total Space</b>	<b>17,975 sq. ft.</b>



**Exhibit B – Lease Rate Analysis & Utility Calculation**

<b>Burma Center Lease Rate Analysis with 3 Year Lease Term</b>			
	<b>Sq. Ft</b>	<b>Rate/Yr</b>	<b>Annual Cost</b>
Restricted Class Room sq. ft.	16,931	\$8.92	\$151,024.52
Semi-Restricted sq. ft.	782	\$6.00	\$4,692.00
Storage Rooms 2 (@ \$100 each)	262		\$2,400
Utility (30%)			\$27,532.62
Total Annual Lease			\$185,649.14
Monthly Lease			<b>\$15,470.76</b>
	<b>Amount</b>	<b>Credit</b>	<b>Credit</b>
Cost of HVAC Improvement through Capital Campaign	\$98,506.00	\$98,506.00	\$98,506.00
Annual Credit /3 yrs			\$32,835.33
Monthly Credit			\$2,736.27
Monthly Lease Rate with Credit Applied			<b>\$12,734.49</b>

<b>Burma Center Utilities Calculation</b>					
	<b>2023</b>	<b>2024</b>	<b>Average for 2 years</b>	<b>CCHS Portion (30%)</b>	<b>If + 10%</b>
<b>Water/Sewer</b>	\$9,094.58	\$7,333.00			
<b>Electric</b>	\$58,057.50	\$66,815.00			
<b>Gas</b>	\$25,757.72	\$16,493.00			
<b>Annual Cost</b>	<b>\$92,909.80</b>	<b>\$90,641.00</b>	<b>\$91,775.40</b>	<b>\$27,532.62</b>	<b>\$30,285.88</b>
<b>Monthly Cost</b>				<b>\$2,294.39</b>	<b>\$2,523.82</b>



**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**



## GOVERNANCE STRUCTURE

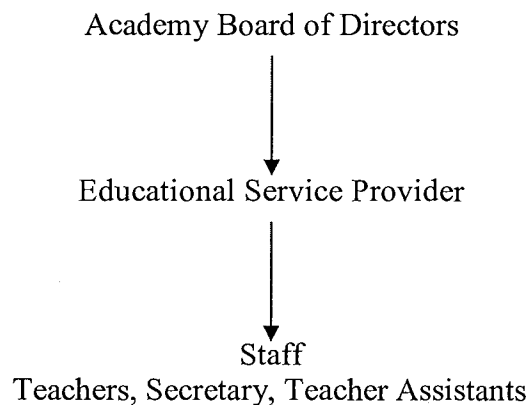
The College Board shall appoint the Board of Directors of the Academy ("Academy Board"). The Academy Board has all the powers and duties permitted by law to manage the business, property and affairs of the Academy. The Academy Board is responsible for assuring that the Academy operates according to the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

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

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

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

The Governance Structure of the Academy:





The Academy Board consists of five (5) members. Nominations and appointments of subsequent members shall be made in accordance with this Contract. Vacancies in office shall be determined and filled pursuant to the provisions set forth in the Bylaws. The current Academy Board Members are as follows:

Timothy Reese, President	7/1/2023 – 6/30/2026
Christina Gleason, Vice President	7/1/2024 – 6/30/2027
Angela Freeland, Secretary	7/1/2025 – 6/30/2028
Tammy Schiller, Treasurer	7/1/2025 – 6/30/2028
Aaron Ostrander, Member	7/1/2024 – 6/30/2027



**SECTION B**

**EDUCATIONAL GOALS**



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

**Educational Goal to be Achieved:**

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

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

**Measure 1: Student Achievement**

*The academic achievement of all students grades 9-12 will be assessed using the following metrics and achievement targets.*

GRADE	METRICS	ACHIEVEMENT TARGETS
Grade 12	School Graduation Rate	Achieve a graduation rate of at least 70% by 2028 and maintain this rate or higher in all subsequent years, while actively working toward meeting or exceeding the state graduation rate goal.
Grades 9-12	Chronic Absenteeism Rate	Reduce the chronic absenteeism rate from 50.1% in 2023–24 to 46.5% or lower and sustain this level or lower in subsequent years as the school continues working toward meeting the state attendance goal.



**Measure 2: Student Growth**

*The academic growth of all students in grades 9-10 at the Academy will be assessed using the following metrics and growth targets:*

GRADES	METRICS	GROWTH TARGETS
Grades 9-10	Growth made by students from fall-to-spring in math as measured by growth targets set for each student on the Measure of Academic Progress by NWEA	50%+ of students who are consecutively enrolled for at least two NWEA assessment periods will demonstrate improvement in math by meeting their conditional growth percentile target.
Grades 9-10	Growth made by students from fall-to-spring in reading as measured by growth targets set for each student on the Measure of Academic Progress by NWEA	50%+ of students who are consecutively enrolled for at least two NWEA assessment periods will demonstrate improvement in reading by meeting their conditional growth percentile target.

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

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



**SECTION C**

**EDUCATIONAL PROGRAMS**



# CALHOUN COMMUNITY HIGH SCHOOL

**A Tuition Free Public School Academy**

**Chartered as the Battle Creek Area Learning Center**

## **Mission Statement**

*The mission of Calhoun Community High School (CCHS) is to provide a safe, healthy, supportive learning environment for students who have not found success in traditional high schools. At CCHS all students, with the support of staff, work to achieve their academic potentials and establish life goals, which include both employment and continued learning, as they become responsible citizens in a global community.*

Calhoun Community High School provides a second chance for students to earn that all-important high school diploma and increase their chances of success after high school. Our school is designed for those students who are not making progress in their high schools and those who are seeking a more personalized or stronger school-to-work program. We accept students ages 14-19 at the start of the school year and periodically throughout the year depending on each student's particular situation.

**At CCHS, we expect you to find success. Your own commitment to your education is the essential ingredient that you must bring with you. We can help you with the rest.**

CCHS usually is limited to students attending full time, but the school will provide flexible options where it is consistent with an overall learning plan. Students attending CCHS may also attend classes at the Calhoun Area Career Center, a Cosmetology School, or other approved learning sites. Dual enrollment at Kellogg Community College and onsite virtual learning opportunities are also available options to CCHS students. It is not the school's purpose to help students graduate earlier than scheduled. However, **CCHS helps students who are behind in credits graduate as early as possible.**

CCHS staff will encourage you to identify career goals and build your educational programs around these goals. CCHS staff nurture student commitment, student achievement and student success. Smaller classes, with more teacher attention and additional assistance where needed, have helped students who had felt lost in the larger area high schools succeed. Since opening in August of 2001 we have had more than 1300 graduates. Your focus and consistent work during the coming school year will get you there as well.

We continue to work toward academic rigor and individual support. Our goal is that graduates of CCHS will be ready to take the next step in their lives toward college, technical vocational training, or into the work force or military. We continue to implement our mission around the goals of:

**C Career**

**C Character**

**H Health**

**S Service**



**SECTION D**  
**CURRICULUM**



**CURRICULUM TO BE  
UPLOADED SEPARATELY**



**SECTION E**

**METHODS OF PUPIL ASSESSMENT**



## Methods of Pupil Assessment

Battle Creek Area Learning Center utilizes the following state assessments to monitor student growth and mastery:

- NWEA
- PSAT
- SAT
- M-Step
- Work Keys
- WIDA



**SECTION F**

**APPLICATION AND ENROLLMENT OF STUDENTS**



# Application and Enrollment Requirements

## Battle Creek Area Learning Center

### **Enrollment Limits**

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

### **Requirements**

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

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



# Application and Enrollment Requirements

## Battle Creek Area Learning Center

### 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

## Battle Creek Area Learning Center

### 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

## Battle Creek Area Learning Center

### **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.



## **Battle Creek Area Learning Center**

### **ADMISSION POLICY & LOTTERY PROCEDURES**

**Revised 7/10/19**

The Battle Creek Area Learning Center is a public school academy and maintains an open enrollment policy. There is no window of time for which a person may apply to attend the academy, but there are limitations that could require a lottery system. The academy will not discriminate in its pupil admission policies on the basis of any factor that would be illegal if used by any public school district. However, the academy may limit admission to pupils who are within a particular range of age or grade level or any other legal basis.

#### **Lottery Procedure:**

If there are more applications for enrollment in the academy than there are spaces available, students will be chosen to attend using a random selection process with the following limitations: a.b.c.d. priority.

Should a random selection drawing be required, BCALC/CCHS will follow the guidelines established in Section F of the Charter School Contract with Bay Mills Community College.

The program is open to students who will be ages 14-19 prior to the start of the school year and must be grade eligible for 9<sup>th</sup> through 12<sup>th</sup> grade.

#### **Application Procedures**

Students apply for entry into CCHS by first filling out an enrollment packet found on the website or in the school office. Once proper paperwork has been filled out and turned into the office, an interview will be scheduled with the Superintendent or designated staff. We believe student success in school is enhanced by strong parental support. Therefore, the interview must include a parent or guardian regardless of the student's age. An exception will be made for an emancipated minor, or one living as an independent adult. They are still encouraged to bring a mentor or other supportive, caring adult who will help them achieve success in school. Students are expected to provide academic records, immunization records, and proof of date of birth at the interview. Discipline history may also be required. A student who is not immediately enrolled will be placed on a waiting list. Students who have been previously dropped from the program for reasons other than attendance will only be admitted with the approval of the CCHS Superintendent following a meeting with the student and one or both parents. Where appropriate, the enrollment process might include some academic testing to show what classes would be most appropriate for a given student.



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

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

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