

BAY MILLS COMMUNITY COLLEGE

A
**CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY
AND RELATED DOCUMENTS**

ISSUED BY

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

TO

OJIBWE CHARTER SCHOOL
(A PUBLIC SCHOOL ACADEMY)

July 1, 2025

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RESOLUTIONS

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

RESOLUTION NO. 24-91

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 **Ojibwe Charter School** (the “Academy”) a Contract to Charter a Public School Academy (the “Charter Contract”); and

WHEREAS, the Charter Contract will expire on June 30, 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:

7. 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:
 - j. The College Board approves the form of the Contract and related documents as submitted to and reviewed by the College Board;
 - k. 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:

- (7) 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
 - (8) 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.
- 1. 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.
 - 8. 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 8th 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

OJIBWE CHARTER SCHOOL

CONFIRMING THE STATUS OF

OJIBWE CHARTER SCHOOL

AS A

MICHIGAN PUBLIC SCHOOL ACADEMY

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Exhibit A - Resolutions

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

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

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

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

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

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

ARTICLE I

DEFINITIONS

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

- (a) “Academy” means the Michigan nonprofit corporation named Ojibwe Charter School which is established as a public school academy pursuant to this Contract.
- (b) “Academy Board” means the Board of Directors of the Academy.
- (c) “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. 24-91 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 Ojibwe Charter School Confirming the Status of Ojibwe Charter School as a Michigan Public School Academy.”

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

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

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

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

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

Section 1.7. Conflicting Contract Provisions. In the event that there is a conflict between language contained in the provisions of this Contract, the Contract shall be interpreted as follows: (i) the Resolution shall control over any other conflicting language in the Contract; (ii) the Authorizing Resolution shall control over any other conflicting language in the Contract with the exception of language in the Resolution; (iii) the Terms and Conditions shall control over any other conflicting language in the Contract with the exception of language in the Resolution and the Authorizing Resolution; and (iv) the Articles of Incorporation shall control over any other conflicting language in the Contract with the exception of language in the Resolution, Authorizing Resolution and these Terms and Conditions.

ARTICLE II

RELATIONSHIP BETWEEN THE ACADEMY AND THE COLLEGE BOARD

Section 2.1. Independent Status of Bay Mills Community College. The College Board is an authorizing body as defined by the Code. In approving this Contract, the College Board

voluntarily exercises additional powers given to the College Board under the Code. Nothing in this Contract shall be deemed to be any waiver of the College Board's autonomy or powers and the Academy shall not be deemed to be a part of the College Board or the College. If applicable, the College Board has provided to the 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
General or Public Liability (GL)	<p>Must be Occurrence form</p> <p>Must include Sexual Abuse & Molestation coverage which can be Occurrence or Claims Made. If this coverage is Claims Made the Retroactive Date must be the same or before date of original College PSA/SDA/UHS/SOE contract. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE.</p> <p>Must include Corporal Punishment coverage.</p> <p>\$1,000,000 per occurrence & \$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>

COVERAGE	REQUIREMENTS
Errors & Omissions (E&O)	<p>Must include Employment Practices Liability.</p> <p>Must include Corporal Punishment coverage.</p> <p>Must include Sexual Abuse & Molestation coverage.</p> <p>Must include Directors' & Officers' coverage.</p> <p>Must include School Leaders' E&O.</p> <p>Can be Claims Made or Occurrence form.</p> <p>If Claims Made, retroactive date must be the same or before date of original College -</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 & \$3,000,000 aggregate.</p> <p>In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.</p> <p>College must be included as an Additional Insured with Primary and Non-Contributory Coverage.</p>

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

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

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

COVERAGE	REQUIREMENTS
Automobile Liability (AL) for Owned and Non-Owned Autos	<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.
COVERAGE	REQUIREMENTS
Workers' Compensation	<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	<p>Must include Employee Dishonesty coverage.</p> <p>Must include third party coverage.</p> <p>\$500,000 limit.</p>
COVERAGE	REQUIREMENTS
Umbrella	<p>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.</p> <p>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</p> <p>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.</p> <p>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.</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> <p>All coverages have to be included in the Umbrella that are in General Liability, Automobile and E&O.</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

ADDITIONAL RECOMMENDATIONS

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

DISCLAIMER:

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

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

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

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

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

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

COVERAGE	REQUIREMENTS
General or Public Liability (GL)	Must be Occurrence form
	Must include Sexual Abuse & Molestation coverage
	Must include Corporal Punishment coverage
	\$1,000,000 per occurrence & \$2,000,000 aggregate
	PSA must be included as First Named Insured
	College must be included as Additional Insured with Primary Coverage

	NOTE: Strict Disciplinary Academies must also have Security/Police Professional Liability coverage with MINIMUM of \$1,000,000 per occurrence
COVERAGE	REQUIREMENTS
Errors & Omissions (E&O)	Must include Employment Practices Liability
	Must include Directors' and Officers' coverage
	Must include School Leaders' E&O
	Can be Claims Made or Occurrence form
	If Claims Made, Retroactive Date must be the same or before date of original College-PSA contract
	\$1,000,000 per occurrence & \$3,000,000 aggregate
	PSA must be included as First Named Insured
	College must be included as Additional Insured with Primary Coverage
COVERAGE	REQUIREMENTS
Automobile Liability (AL) for Owned and Non-Owned Autos	\$1,000,000 per accident
	PSA must be included as First Named Insured
	College must be included as Additional Insured with Primary Coverage
	Higher limits may be required if PSA has its own buses
COVERAGE	REQUIREMENTS
Workers' Compensation	Must be Occurrence Form
	Statutory Limits
	NOTE: If PSA is leasing employees from ESP, ESP must have Employers' Liability with \$1,000,000 per occurrence AND Alternate Employer Endorsement naming PSA.
	PSA must be included as First Named Insured
COVERAGE	REQUIREMENTS
Crime	Must include Employee Dishonesty coverage
	Must be Occurrence form
	\$500,000 per occurrence
	PSA must be included as First Named Insured
COVERAGE	REQUIREMENTS
Umbrella	Can be Claims Made or Occurrence form
	\$2,000,000 per occurrence & \$4,000,000 aggregate
	If PSA has its own buses AND/OR has more than 1,000 students, must have MINIMUM \$5,000,000 per occurrence
	PSA must be included as First Named Insured
	College must be included as Additional Insured with Primary Coverage
ADDITIONAL RECOMMENDATIONS	
COVERAGE	REQUIREMENTS

Property	Limits to cover replacement for PSA's property exposures, including real and personal, owned or leased
COVERAGE	REQUIREMENTS
Performance Bond (or Letter of Credit with Indemnification)	\$1,000,000 per claim/aggregate

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

The College’s insurance carrier periodically reviews the types and amounts of insurance coverages that the Academy must secure in order for the College to maintain insurance coverage for the authorization and oversight of the Academy. In the event that the College’s insurance carrier requests additional changes in coverage identified in this Section 11.2, or M.U.S.I.C requires changes in coverage and amounts for public school academies authorized by university board public school academy authorizing bodies, the Academy agrees to comply with any additional changes in the types and amounts of coverage requested by the College’s insurance carrier or adopted by M.U.S.I.C. within thirty (30) days after notice of the insurance coverage change.

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

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

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

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

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

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

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

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

Section 11.9. Nonessential Elective Courses. If the Academy Board elects to provide nonessential elective courses to part-time pupils at a nonpublic school building, the Academy shall comply with Section 166b of the State School Aid Act of 1979, as amended, MCL 388.1766b. Prior to providing instruction, the Academy Board shall ensure that the Academy has sufficient

documentation to qualify for part-time pupil funding under the State School Aid Act. The provision of nonessential elective courses by the Academy shall be incorporated into Schedule 7c of this Contract by amendment pursuant to Article IX of these Terms and Conditions.

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

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

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

“Compliance with Academy’s Contract. The Educational Service Provider agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy’s obligations under the Academy’s Contract issued

by the Bay Mills Community College Board of Regents. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement."

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

"Amendment Caused By Academy Site Closure or Reconstitution. In the event that the Academy is required (i) to close an Academy site pursuant to a notice issued by the Department under Section 507 of the Code, MCL 380.507; or (ii) to undergo a reconstitution pursuant to Section 507 of the Code, MCL 380.507, and the Contract Terms and Conditions, and such closure of an Academy site or reconstitution causes an amendment to or termination of this ESP Agreement, the parties agree that this ESP Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy, and the Educational Service Provider shall have no recourse against the Academy or the College Board for implementing such site closure or reconstitution."

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

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

disapprove the proposed Management Agreement submitted by the Academy if the Management Agreement is contrary to this Contract or Applicable Law. Any subsequent amendment to a Management Agreement shall be submitted for review by the Charter Schools Office in the same form and manner as a new Management Agreement.

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

ARTICLE XII

GENERAL TERMS

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

If to the College Board:

President
Bay Mills Community College
12214 West Lakeshore Drive
Brimley, Michigan 49715

If to the Tribal Office:

Tribal Attorney's Office
Bay Mills Indian Community
12140 West Lakeshore Drive
Brimley, Michigan 49715

If to Outside Counsel:

Courtney F. Kissel
Dykema Gossett PLLC
201 Townsend Street, Suite 900
Lansing, Michigan 48933

If to Academy:

Academy Board President
Ann Cameron
12099 West Lakeshore
Brimley, MI 49715

If to Academy Counsel:

Jessica E. McNamara
Thrun Law Firm, P.C.
P.O. Box 2575
East Lansing, MI 48826

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, 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.

OJIBWE CHARTER SCHOOL

By: 
Its: Board President

Date: July 1, 2025

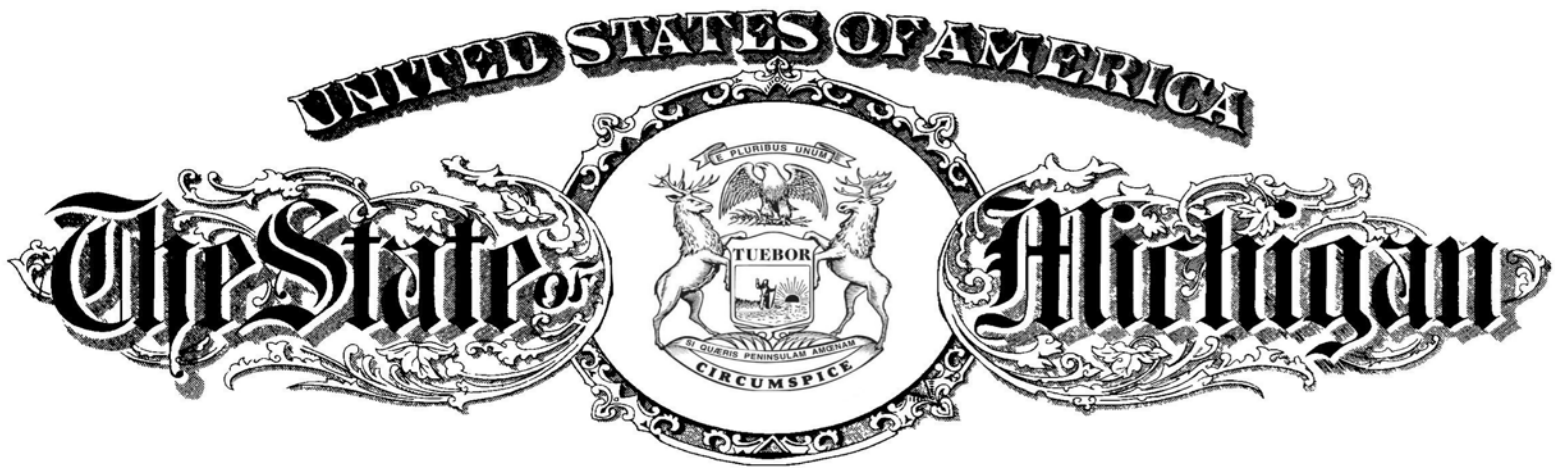
CONTRACT SCHEDULES

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CONTRACT SCHEDULE 1

ARTICLES OF INCORPORATION



Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

OJIBWE CHARTER SCHOOL

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

This certificate is issued pursuant to the provisions of 1982 PA 162 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: 25020492606

*In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 24th day of February , 2025.*

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

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES BUREAU OF COMMERCIAL SERVICES		
Date Received		(FOR BUREAU USE ONLY) <div style="font-size: 24px; font-weight: bold; margin: 10px 0;">FILED</div> <div style="font-size: 18px; font-weight: bold; margin: 0;">NOV 03 2003</div>
Name	<div style="display: flex; justify-content: space-between;"> <div> Administrative BUREAU OF COMMERCIAL SERVICES </div> <div> Trans Info: 0689479-1 10/22/03 CHRG: 25804 AMT: \$10.00 ID: 779916 </div> </div>	
Address	<div style="border: 1px solid black; padding: 5px;"> Daniel A. Gallina 25505 W. Twelve Mile Rd., Suite 1900 <div style="display: flex; justify-content: space-between; margin-top: 10px;"> CityStateZip Code </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> SouthfieldMI48034 </div> </div>	
EFFECTIVE DATE:		

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

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

OF

OJIBWE CHARTER SCHOOL

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

1. The present name of the corporation is: Ojibway Charter School
2. The identification number assigned by the Bureau is: 779916
3. All former names of the corporation are: *No Former Names*
4. The date of filing the original Articles of Incorporation was: November 18, 2002

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: Ojibwe Charter School.

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

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

ARTICLE VIII

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

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 Article IX of the Contract executed by the corporation and the College Board. This process is as follows:

ADOPTION OF ARTICLES

These Articles of Incorporation shall become effective upon filing. However, the corporation shall not carry out the purposes set forth in Article II unless the College Board issues to the corporation a contract to operate as a public school academy, and the contract is executed by both the corporation and the College Board. Signed this 13 day of Oct 2003 these Restated Articles of Incorporation were duly adopted on the 21st day of July in accordance with the provisions of Section 642 of the Act. These Restated Articles of Incorporation restate, integrate, and do further amend the provisions of the Articles of Incorporation and were duly adopted by the shareholders, the members, or the directors (if organized on a nonstock directorship basis). The necessary number of votes were cast in favor of these Restated Articles of Incorporation.

By:

Shelly St. Peter
SHELLY ST. PETER

Title:

Board President.

CONTRACT SCHEDULE 2

BYLAWS

**BYLAWS
OF
OJIBWE CHARTER SCHOOL**

ARTICLE I

NAME

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

ARTICLE II

FORM OF ACADEMY

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

ARTICLE III

OFFICES

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

Section 3.2. Registered Office. The registered office of the Academy may be the same as the principal office of the Academy, but in any event must be located in the state of Michigan, and be the business office of the resident agent, as required by the Michigan Nonprofit Corporation Act. Changes in the resident agent and registered address of the Academy must be reported to the Michigan Department of Licensing and Regulatory Affairs, Commercial Services (or successor) and reported to the Charter Schools Office of the Academy's authorizing body (the "Charter Schools Office").

ARTICLE IV

BOARD OF DIRECTORS

Section 4.1. General Powers. The business, property and affairs of the Academy shall be managed by the Academy Board of Directors ("Academy Board"). The Academy Board may exercise any and all of the powers granted to it under the Michigan Non-Profit Corporation Act or pursuant to Part 6A of the Revised School Code ("Code"). The Academy Board may delegate such powers to the officers and committees of the Academy Board as it deems necessary, so long as such delegation is consistent with the Articles, these Bylaws, the Charter Contract and Applicable Law.

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

ARTICLE V

MEETINGS

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

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

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

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

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

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

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

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

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

ARTICLE VI

COMMITTEES

Section 6.1. Committees. The Academy Board, by resolution, may designate one or more committees, each committee to consist of one or more Directors selected by the Academy Board. As provided in the resolution as initially adopted, and as thereafter supplemented or amended by further resolution, the committees shall have such powers as delegated by the Academy Board, except (i) filling of vacancies on the Academy Board or in the offices of the Academy Board or committees created pursuant to this Section; (ii) amendments to the Articles of Incorporation or Bylaws; or (iii) any action the Academy Board cannot lawfully delegate under the Articles, the Academy's Charter Contract (the "Contract"), Bylaws or Applicable Law. All committee meetings shall

at all times be in compliance with the Open Meetings Act. Each committee shall fix its own rules governing the conduct of its activities and shall make such reports to the Academy Board of its activities as the Academy Board may request.

ARTICLE VII

OFFICERS OF THE BOARD

Section 7.1. Number. The officers of the Academy shall be a President, Vice-President, Secretary, Treasurer, and such assistant Treasurers and assistant Secretaries or other officers as may be selected by the Academy Board.

Section 7.2. Election and Term of Office. The Academy Board shall elect its initial officers at its first duly noticed meeting. Thereafter, officers of the Academy shall be elected annually by the Academy Board at the Academy's annual meeting. If the election of officers is not held at the annual meeting, the election shall be held as soon thereafter as may be convenient. Each officer shall hold office while qualified or until the officer resigns or is removed in the manner provided in Section 7.3.

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

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

Section 7.5. President. The President of the Academy shall be a member of the Academy Board. The President of the Academy shall preside at all meetings of the Academy Board. If there is not a President of the Academy, or if the President is absent, then the Vice-President shall preside. If the Vice-President is absent, then a temporary chair, chosen by the members of the Academy Board attending the meeting shall preside. The President shall be an ex officio member of all standing committees and, when designated by the Academy Board, shall be Chairperson of any standing committees established by the Academy Board. The President shall, in general, perform all duties incident to the office of President of the Board as may be prescribed by the Academy Board from time to time.

Section 7.6. Vice-President. The Vice-President of the Academy shall be a member of the Academy Board. In the absence of the President or in the event of the President's death, inability, or refusal to act, the Vice-President shall perform the duties of President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to the Vice-President by the President or by the Academy Board.

Section 7.7. Secretary. The Secretary of the Academy shall be a member of the Academy Board. The Secretary shall: (a) keep the minutes of the Academy Board meetings in one or more books provided for that purpose; (b) see that all notices, including those notices required under the Open Meetings Act, are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all authorized documents; (d) keep a register of the post office address of each Director; and (e) perform all duties incident to the office of Secretary and other duties assigned by the President or the Academy Board.

Section 7.8. Treasurer. The Treasurer of the Academy shall be a member of the Academy Board. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Academy; (b) keep accurate books and records of Academy receipts and disbursements; (c) deposit all moneys and securities received by the Academy in such banks, trust companies or other depositories as shall be selected by the Board; (d) complete all required corporate filings; (e) assure that the responsibilities of the fiscal agent of the corporation are properly carried out; and (f) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Academy Board.

Section 7.9. Assistants and Acting Officers. The Assistants to the officers, if any, selected by the Academy Board, shall perform such duties and have such authority as shall from time to time be delegated or assigned to them by the Secretary or Treasurer or by the Academy Board. The Academy Board shall have the power to appoint any person to perform the duties of an officer whenever for any reason it is impractical for such officer to act personally. Such acting officer so appointed shall have the powers of and be subject to all the restrictions upon the officer to whose office the acting officer is so appointed except as the Academy Board may by resolution otherwise determine.

Section 7.10. Salaries. Officers of the Board, as Directors of the Academy, may not be compensated for their services. By resolution of the Academy Board, officers may be reimbursed for actual, reasonable, and necessary expenses incident to their duties.

Section 7.11. Filling More Than One Office. Subject to the statute concerning the Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being Sections 15.181 to 15.185 of the Michigan Compiled Laws, any two offices of the corporation except those of President and Vice-President may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity.

ARTICLE VIII
CONTRACTS, LOANS, CHECKS AND DEPOSITS;
SPECIAL CORPORATE ACTS

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

Section 8.2. Loans. No loans shall be contracted on behalf of the Academy and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Academy Board. Such authority may be general or confined to specific instances. No loan, advance, overdraft, or withdrawal by an officer or Director of the Academy, other than in the ordinary and usual course of the business of the Academy, shall be made or permitted. No loan entered into, by or on behalf of the Academy Board, shall in any way be considered a debt or obligation of Bay Mills Community College or impose any liability on Bay Mills Community College, the College Board, its regents, officers, employees, or agents. To avoid creating or perpetuating circumstances in which the possibility of favoritism, conflicts of interest, or impairment of efficient operations may occur, the Academy will not issue a debt instrument (e.g., loan agreement, promissory note, mortgage, line of credit, etc.) to any person employed by the Academy or any person who serves on the Academy Board. This prohibition also applies to the issuance of a debt instrument to an entity owned or closely related to any Academy employee or Academy Board member.

Section 8.3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Academy, shall be signed by such officer(s) or agent(s), of the Academy and in such manner as shall from time to time be determined by resolution of the Academy Board.

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

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

Section 8.5. Voting Securities Owned by the Academy. Subject always to the specific directions of the Academy Board, any shares or other securities issued by any other corporation and owned or controlled by the Academy may be voted at any meeting of security holders of such other corporation by the President of the Academy or by proxy appointed by the President, or in the absence of the President and the President's proxy, by the Secretary or Treasurer of the Academy or by proxy appointed by the Secretary or Treasurer. Such proxy or consent in respect to any shares or other securities issued by any other corporation and owned by the Academy shall be executed in the name of the Academy by the President, the Secretary or the Treasurer of the Academy without necessity of any authorization by the Academy Board, affixation of corporate seal or countersignature or attestation by another officer. Any person or persons designated in the manner above stated as the proxy or proxies of the Academy shall have full right, power, and authority to vote the shares or other securities issued by such other corporation and owned by the Academy the same as such shares or other securities might be voted by the Academy. This section shall in no way be interpreted to permit the academy to invest any of its surplus funds in any shares or other securities issued by any other corporation. This section is intended to apply, however, to all gifts, bequests or other transfers of shares or other securities issued by any other corporation which are received by the Academy.

Section 8.6. Contracts Between Corporation and Related Persons; Persons Ineligible to Serve as Directors. Pursuant to the Code, each Director, officer or employee of the Academy shall comply with the Incompatible Public Office Statute, Act No. 566 of the Public Acts of 178, being section 15.181 to 15.185 of the Michigan Compiled Laws, and the Contracts of Public Servants with Public Entities, Act No. 317 of the Public Acts of 1968, being Sections 15.321 to 15.330 of the Michigan Compiled Laws, shall comply with the public disclosure requirements set forth in Section 3 of the statute. The Academy Board shall ensure compliance with the Contract and Applicable Law relating to conflicts of interest.

ARTICLE IX

INDEMNIFICATION

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

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

ARTICLE X

FISCAL YEAR

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

ARTICLE XI

AMENDMENTS

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

ARTICLE XII

CONTRACT DEFINITIONS

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

CERTIFICATION

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



Secretary

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 Ojibwe Charter School (the “Academy”), a public school academy.

Preliminary Recitals

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

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

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

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

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

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

“Agreement” means this Fiscal Agent Agreement.

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

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

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

“State” means the State of Michigan.

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

ARTICLE II

FISCAL AGENT DUTIES

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

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

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

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

ARTICLE III

STATE DUTIES

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

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

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

ARTICLE IV

ACADEMY DUTIES

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

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

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

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

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

ARTICLE V

RECORDS AND REPORTS

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

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

ARTICLE VI

CONCERNING THE FISCAL AGENT

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

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

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

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

Acknowledgment of Receipt

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

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 Ojibwe Charter School (the “Academy”), a public school academy.

Preliminary Recitals

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

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

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

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

“Agreement” means this Oversight Agreement.

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

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

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

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

ARTICLE II

OVERSIGHT AND COMPLIANCE CERTIFICATION RESPONSIBILITIES

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

- a. Conduct a review of the Academy's audited financial reports as submitted, including the auditor's management letters, and report to the College Board any exceptions as well as any failure on the part of the Academy to meet generally accepted public sector accounting principles.
- b. Conduct a review of the records, internal controls or operations of the Academy to determine compliance with the Contract and Applicable Law.
- c. Conduct a meeting annually between the Academy Board of Directors and a designee of the College Board to determine compliance with the Contract and Applicable Law.
- d. Institute action pursuant to the terms of the Contract to suspend, 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

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CHIEF ADMINISTRATIVE OFFICER

Reports To: Michigan Educational Personnel (“MEP”) Services

Employed By: MEP Services

FLSA Status: Exempt

Other Titles: Superintendent, Lead Administrator, School Leader/Principal, Director (in a structure that does not include an Chief Administrative Officer or Lead Administrator)

Core Principles

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

Essential Duties

The Chief Administrative Officer is responsible for communicating the mission and purpose of the Academy to all stakeholders. The Chief Administrative Officer establishes positive relationships with the Academy Board, families, staff and students to guide decision making in service of the vision and values the Academy has established in its Contract. The Chief Administrative Officer will supervise and evaluate Academy leadership and provide opportunities for further development. The Chief Administrative Officer is responsible for developing and managing a budget for approval by the Academy Board that maximizes services to students and achieves academic growth and Academy excellence. He or she will establish short- and long-term goals, devise strategies to achieve them and assign staff to oversee progress toward goals. If also acting as the instructional leader, the Chief Administrative Officer will interpret data and implement instructional strategies that reflect high expectations for students and staff. In addition, the Chief Administrative Officer is responsible for any and all further duties as assigned. Ultimately, the Chief Administrative Officer will demonstrate innovative ways of responding to challenges that reflect a dedication and belief that all children can succeed.

Qualifications

Supervision

Individuals in this position must be able to apply effective supervision methods. The Chief Administrative Officer will be responsible for the supervision of all assigned employees and ultimately the effectiveness of the Academy. Supervisory responsibilities include selecting staff, leading the staff evaluation process and developing and being faithful to procedures and plans that result in 100% compliance and positive stakeholder perception.

Planning & Implementation

An effective employee in this position will act as the Academy leader by planning, evaluating and recommending goals and objectives for all assigned staff. In addition, the Chief Administrative Officer must provide leadership in curriculum, instruction, administration, school improvement and professional development. An employee in this position is responsible for

overseeing the development of all programs within the Academy and guarantees they are carried out with fidelity.

Knowledge & Expertise

Qualified employees in this position will possess and continuously build knowledge of all aspects of school reform and improvement. The Chief Administrative Officer will actively seek to increase and apply their knowledge of curriculum development, training design, metrics for evaluation, analysis of student achievement data and research on effective pedagogy. The Chief Administrative Officer must be able to provide classroom observation and feedback regarding the execution of the curriculum. An employee in this position must be comfortable working with all business related documents, including budget, compliance, student records and any other supplemental documents.

Reasoning Ability

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

Interpersonal Qualities

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

*All employees must successfully pass a criminal background check.

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

Education & Experience

To the extent this position is deemed to be an administrator of instructional programs (including the supervisor of certified teachers) and/or a chief business official, this position is required to meet one of the following: (1) if the individual held a school administrator position before January 4, 2010, then evidence of maintaining continuing education is required; or (2) if the individual was hired as a school administrator after January 4, 2010, then either: (a) an Administrator Certificate is required; OR (b) enrollment in a Michigan Department of Education ("MDE")-approved Principal Preparation Program within 6 months of employment (and completion within 3 years) is required. [Public Act 205 section 380.1246].

Physical Demands & Work Environment

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

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

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

BEHAVIOR INTERVENTION SPECIALIST

Reports To: School Leader/Chief Administrative Officer

Employed By: MEP Services

FLSA Status: Exempt

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

Core Principles

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

Essential Duties

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

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

Qualifications

Supervision

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

Planning & Implementation

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

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

Knowledge & Expertise

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

Reasoning Ability

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

Interpersonal Qualities

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

*All employees must successfully pass a criminal background check.

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

Education & Experience

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

Physical Demands & Work Environment

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

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

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

OFFICE MANAGER

Reports To: School Leader/Chief Administrative Officer

Employed By: MEP Services

FLSA Status: Exempt

Other Titles: Business Manager, Administrative Assistant

Core Principles

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

Essential Duties

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

Qualifications

Supervision

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

Planning & Implementation

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

Knowledge & Expertise

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

Reasoning Ability

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

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

Interpersonal Qualities

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

*All employees must successfully pass a criminal background check.

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

Physical Demands & Work Environment

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

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

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

CUSTODIAN

Reports To: School Leader and/or Department Director

Employed By: Partner Solutions

FLSA Status: Non-Exempt

Other Titles: Maintenance

Core Principles

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

Essential Duties

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

Qualifications

Supervision

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

Planning & Implementation

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

Knowledge & Expertise

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

Reasoning Ability

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

Interpersonal Qualities

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

*All employees must successfully pass a criminal background check.

*All employees must follow the policies as outlined in the Employee Handbook.

Education & Experience

The Custodian must complete hazardous materials training prior to beginning their assignment. It is the employee's responsibility to understand and fulfill any license and training obligations specific to position and/or for equipment that will be operated.

Physical Demands & Work Environment

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

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

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

PARAPROFESSIONAL

Reports To: School Leader and/or Department Director

Employed By: Partner Solutions

FLSA Status: Non-Exempt

Other Titles: Teacher Assistant, Special Education Assistant, TST Assistant, Title I Paraprofessional, English Learners Coordinator, Online Facilitator Paraprofessional, School Testing Coordinator, Paraprofessional Student Coach, Support Teacher

Core Principles

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

Essential Duties

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

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

Qualifications

Supervision

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

Planning & Implementation

An effective employee in this position will provide effective instructional assistance within a designated program. In addition, the Paraprofessional must be able to plan and implement a

strategy, under the supervision of the assigned instructional leader, for improving student success based on each individual student's needs.

Knowledge & Expertise

Qualified employees in this position will possess the ability to maintain a safe and orderly environment. In addition, the Paraprofessional must be able to account for multiple students at once. The Paraprofessional must have knowledge of classroom reinforcement, intervention, behavior reporting and the proper treatment of special needs students.

Reasoning Ability

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

Interpersonal Qualities

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

*All employees must successfully pass a criminal background check.

*All employees must follow the policies as outlined in the Employee Handbook.

Education & Experience

The Paraprofessional must meet one of the following requirements:

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

It is the employee's responsibility to understand and fulfill any license and training obligations specific to position and/or for equipment that will be operated.

Physical Demands & Work Environment

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

- Occasionally lift and/or move objects weighing up to 25 pounds.

- Stand and walk frequently.
- Withstand all demands presented by outside weather conditions at any time of the year.
- Assist/lift students if necessary.
- Withstand a moderate noise level.

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

TEACHER

Reports To: School Leader and/or Department Director

Employed By: Partner Solutions

FLSA Status: Exempt

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

Core Principles

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

Essential Duties

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

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

Qualifications

Supervision

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

Planning & Implementation

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

Knowledge & Expertise

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

Reasoning Ability

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

Interpersonal Qualities

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

*All employees must successfully pass a criminal background check.

*All employees must follow the policies as outlined in the Employee Handbook.

Education & Experience

- Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.
- The Physical Education Teacher must complete concussion training prior to beginning their assignment.
- The Science Teacher must complete Hazardous Materials Training prior to beginning their assignment.

It is the employee's responsibility to understand and fulfill any license and training obligations specific to position and/or for equipment that will be operated.

Physical Demands & Work Environment

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

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

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

BUS DRIVER

Reports To: School Leader and/or Department Director

Employed By: Partner Solutions

FLSA Status: Non-Exempt

Other Titles: Head Bus Driver

Core Principles

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

Essential Duties

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

Qualifications

Supervision

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

Planning & Implementation

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

Knowledge & Expertise

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

Reasoning Ability

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

situations. An employee in this position will evidence this quality through mission-driven, research-based decision making.

Interpersonal Qualities

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

*All employees must successfully pass a criminal background check.

*All employees must follow the policies as outlined in the Employee Handbook.

Education & Experience

A Bus Driver must be at least 18 years old and possess valid driver and chauffeur licenses. A Bus Driver must have less than seven points on their driver's license. A Bus Driver must also meet all further requirements identified by Michigan State Law. It is the employee's responsibility to understand and fulfill any license and training obligations specific to position and/or for equipment that will be operated.

Physical Demands & Work Environment

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

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

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

FOOD SERVICE EMPLOYEE

Reports To: School Leader and/or Department Director

Employed By: Partner Solutions

FLSA Status: Non-Exempt

Core Principles

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

Essential Duties

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

Qualifications

Supervision, Planning & Implementation

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

Knowledge & Expertise

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

Reasoning Ability

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

Interpersonal Qualities

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

- *All employees must successfully pass a criminal background check.
- *All employees must follow the policies as outlined in the Employee Handbook.

Education & Experience

It is the employee's responsibility to understand and fulfill any license and training obligations specific to position and/or for equipment that will be operated.

Physical Demands & Work Environment

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

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

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

SCHOOL LEADER

Reports To: Partner Solutions

Employed By: Partner Solutions

FLSA Status: Exempt

Other Titles: Principal, Director, Executive Director, Chief Academic Officer

Core Principles

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

Essential Duties

The School Leader is responsible for communicating the mission and purpose of the Academy to all stakeholders. An employee in this position is responsible for establishing positive relationships with students, families and staff to develop a culture that fulfills the mission of the Academy. The School Leader will select, supervise, mentor and evaluate assigned Academy staff and determine required professional development. If also acting as the instructional leader, the School Leader will interpret data and implement instructional and procedural strategies that reflect high expectations for students and staff. The School Leader is responsible for daily operations at the Academy with regard to safety, compliance and living within the approved Academy budget. Ultimately, the School Leader will demonstrate innovative ways of responding to challenges that reflect a dedication and belief that all children can succeed. The School Leader is also responsible to report to the board, regarding the management and performance of the Academy. In addition, the School Leader is responsible for any and all duties as assigned including tasks as designated on the applicable Partner Solutions/CS Partners Services Grid(s).

Qualifications

Supervision

Individuals in this position must be able to apply effective supervision methods. The School Leader is responsible for the supervision of all assigned employees, and ultimately the effectiveness of the Academy. Supervisory responsibilities include selecting staff, leading the staff evaluation process, developing and being faithful to procedures and plans that result in 100% compliance and positive stakeholder perception.

Planning & Implementation

An effective employee in this position will act as the Academy leader by planning, evaluating and recommending goals and objectives for all assigned staff. In addition, the School Leader must provide leadership in curriculum, instruction, administration, school improvement and professional development. An employee in this position is responsible for overseeing the development of all programs within the Academy and guarantees they are carried out with fidelity.

Knowledge & Expertise

Qualified employees in this position will possess and continuously build knowledge of all aspects of school reform and improvement. The School Leader will actively seek to increase and apply their knowledge of curriculum development, training design, metrics for evaluation, analysis of student achievement data and research on effective pedagogy. The School Leader must be able to provide classroom observation and feedback regarding the execution of the curriculum. An employee in this position must be comfortable working with all business related documents including budget, compliance, student records and any other supplemental documents.

Reasoning Ability

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

Interpersonal Qualities

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

*All employees must successfully pass a criminal background check.

*All employees must follow the policies as outlined in the Employee Handbook.

Education & Experience

All administrators or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the certification and continuing education requirements as described in MCL 380.1246.

It is the employee's responsibility to understand and fulfill any license and training obligations specific to position and/or for equipment that will be operated.

Physical Demands & Work Environment

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

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

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

NON-CERTIFIED ADMINISTRATIVE STAFF

Reports To: School Leader and/or Department Director and/or Office Manager

Employed By: Partner Solutions

FLSA Status: Non-Exempt

Other Titles: Assistant Office Manager, Administrative Assistant, Technology Assistant, Student Services Coordinator, Administrative Intern, Secretary, Receptionist, Truancy Officer, Homeless Liaison, Short Watch, Supervisor of Information Management and Compliance Reporting, Coordinator of Compliance Data & Data Management, Staffing Coordinator, Academy Liaison Officer, Office Assistant, Finance Coordinator, Pupil Accounting, Attendance Liaison.

Core Principles

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

Essential Duties

Non-Certified Administrative Staff are responsible for assisting with all office operations. Employees in this position will be the face of the Academy and the main point of contact for all Academy visitors. Non-Certified Administrative Staff will be responsible for all communication with parents, assisting with reporting and documentation and all other duties as assigned.

Qualifications

Planning & Implementation

An effective employee in this position will possess the ability to provide leadership, initiative, support and assistance with all administrative functions. In addition, this position is responsible for developing and maintaining schedules for students, staff and office personnel.

Knowledge & Expertise

Qualified employees in this position will possess knowledge of all methods of communication, including email and phone. An employee in this position must be able to assist in file maintenance, student medication tracking, answering phones and communicating with students, parents and staff. In addition, an employee in this position is responsible for directing and assisting individuals in the office, including students and parents.

Reasoning Ability

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

Interpersonal Qualities

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

*All employees must successfully pass a criminal background check.

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

Education & Experience

It is the employee's responsibility to understand and fulfill any license and training obligations specific to position and/or for equipment that will be operated.

Physical Demands & Work Environment

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

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

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

CLIENT SERVICES AGREEMENT

This Client Services Agreement (the "Agreement") is effective July 1, 2025.

BETWEEN: **CS PARTNERS, INC.**, a Michigan corporation d/b/a **PARTNER SOLUTIONS** ("Partner Solutions"); **CSP MANAGEMENT INC.**, a Michigan corporation d/b/a **PARTNER SOLUTIONS FOR SCHOOLS** ("Partner Solutions for Schools" and together with "Partner Solutions", collectively "PS")

AND: **OJIBWE CHARTER SCHOOL**, a Michigan public school academy (the "Academy") organized under Part 6(A) of the Revised School Code (the "Code"), as amended, being MCL §380.501 to §380.507.

RECITALS

The Academy has been issued a contract dated July 1, 2025 (the "Contract") by **BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS** (the "Authorizer") to organize and to operate as a public school academy.

The Code permits a public school academy to contract with entities for certain services of the public school academy.

As a wholly owned subsidiary of Partner Solutions, Partner Solutions for Schools is the employer of record for all staff assigned to work at the Academy by PS. Partner Solutions offers to public school academies back office human resource services including but not limited to, staff placement, payroll, benefits and related administrative services (the "Services"). Together, Partner Solutions and Partner Solutions for Schools are jointly responsible for providing the Services under this Agreement.

The Academy desires to engage PS to provide such Services based on the terms and conditions set forth in this Agreement.

For good and valuable consideration, the receipt and legal sufficiency of which are hereby expressly acknowledged, the parties hereto agree as follows:

1. RELATIONSHIP OF THE PARTIES

- A. Relationship of the Parties. PS is not a division, subsidiary or any part of the Academy. The Academy is a corporate and governmental entity authorized under the Code. The Academy is not a division or any part of PS. The relationship between the parties hereto was developed and entered into through arms-length negotiation and is based solely on the terms of this Agreement. PS (its officers, directors, employees, and designated agents) shall be regarded at all times as performing services as independent contractors for the Academy.
- B. To the extent permitted by law, the Academy hereby authorizes and grants to PS the necessary authority and power to perform under this Agreement. No provision of this Agreement shall interfere with the Board's exercise of its statutory, contractual, and fiduciary responsibilities governing the Academy, nor shall any provisions of this Agreement be construed so as to prohibit the Academy from acting as an independent, self-governing public body, or allow public decisions to be made other than in compliance with the Open Meetings Act.
- C. The Board. Academy's Board of Directors (the "Board") is the governing body with oversight

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

The Academy shall retain control and have responsibility over all its business and instructional operations including but not limited to, the educational program, instructional equipment and supplies, student achievement, student discipline, special education, parent engagement, food service, budgeting, purchasing, transportation, athletics, extracurricular activities, building and property management, policy and procedure implementations and oversight. The Board is responsible for the monitoring and the accountability for academic outcomes; appropriate implementation of policies and procedures including special education processes; parent, student and community interactions; and all of the day to day operations of the Academy.

- D. Confidentiality. During the Term of this Agreement, and only to the extent permitted by law, the Academy may disclose or provide access to confidential data and information to PS and its respective officers, directors, employees, staff assigned to the Academy ("Worksite Staff") and designated agents. PS and its related entities may access confidential data and information, to the extent permitted by Academy Board Policies and applicable law, including without limitation, the Family Educational Rights and Privacy Act ("FERPA"), 20 USC §1232g, 34 CFR Part 99; Section 1136 of the Michigan Revised School Code, MCL 380.1136; the Individual with Disabilities Education Act ("IDEA"), 20 USC §1401 *et seq.*, 34 CFR 300.610 -300.626; Section 504 of the Rehabilitation Act of 1973, 29 USC §794a, 34 CFR 104.36; the Michigan Mandatory Special Education Act, MCL 380.1701 *et seq.*; the American with Disabilities Act, 42 USC §12101 *et seq.*; the Health Insurance Portability and Accountability Act ("HIPAA"), 42 USC 1320d - 13200d-8; 45 CFR 160,162 and 164; and social security numbers, as protected by the Federal Privacy Act of 1974, 5 USC §552a; and the Michigan Social Security Number Privacy Act, MCL 445.84. PS agrees to comply with all the aforementioned and below mentioned laws with respect to said confidential data and information.

The Academy agrees that the definition of "school official" includes a contractor who performs an institutional service or function for which the Academy would otherwise use its own employees, having a legitimate educational interest such that it is entitled to access educational records under FERPA. PS and its employees and subcontractors agree to comply with FERPA and corresponding regulations applicable to school officials, as well as the pupil privacy requirements of section 1136 of the Code, MCL 380.1136. If PS receives education record information from any sources as permitted under the Code, PS shall use the education record information only as contemplated by this Agreement, and PS shall not sell or otherwise provide the information to any other person or entity except as provided by law.

- E. Data Security Breach. In the event the Academy experiences a data security breach of personally identifiable information from the Academy's education records not suitable for public release, Worksite Staff shall assist the Academy, in accordance with MCL 445.72, to take appropriate action to assess the risk and notify affected individuals whose personal information may have been compromised.
- F. Contractors and Subcontractors. Each Party will be solely responsible for the acts of its own contractors and subcontractors.
- G. No Related Parties or Common Control. The parties hereby agree that none of the voting power of the governing body of the Academy or the Board will be vested in PS or its directors, members, managers, officers, shareholders, or employees. Further, the Academy and PS are not, and shall not become: (a)

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

- H. Compliance with Academy's Contract. PS agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Academy's Contract issued by the Authorizer. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement.
- I. Compliance with Section 12.17 of Contract Terms and Conditions. PS shall make information concerning the operation and management of the Academy, including without limitation the information described in the Contract, including all exhibits, schedules, and the like, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under the Contract. Except as permitted under the Contract and applicable law, PS shall not restrict the Authorizer's or the public's access to the Academy's records.
- J. Compliance with Section 503c. On an annual basis, PS agrees to provide the Academy Board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 388.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Academy Board shall make the information available on the Academy's website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this Agreement.

2. LEAD ADMINISTRATOR

- A. Lead Administrator Role. The Lead Administrator, hired by Partner Solutions for Schools with input from the Board, will be a liaison to the Board and shall be responsible for supervising and managing the Educational Program, curriculum and the instruction of students. Part of the Board's input may include opting to contract with a third party to identify a Lead Administrator, subject to PS approval. The Lead Administrator will hold all required certifications as required by the Code. The Lead Administrator will serve as the on-site supervisor to staff.

PS will provide administrative support to the Lead Administrator to staff the Academy. After qualified staff are selected by the Lead Administrator, Partner Solutions for Schools will onboard and provide additional administrative support to the Lead Administrator. It is the responsibility of the Lead Administrator to verify and confirm that all teaching assignments align with teacher certification.

The Board is responsible for ensuring that the Lead Administrator has all the budget information necessary so that personnel costs fall within the parameters of the Academy's approved budget. The Lead Administrator or designee shall be responsible for approving and submitting appropriate hours-worked for all hourly Worksite Staff. The Lead Administrator will notify PS of any staffing needs and/or change in status regarding Worksite Staff prior to any reassignment.

If the Board becomes dissatisfied with the performance of the Lead Administrator, it shall state the causes of such dissatisfaction in writing and deliver it to PS. PS shall have a reasonable period of time to remedy the dissatisfaction; however, if it cannot remedy the dissatisfaction, PS shall remove and replace the Lead Administrator at the Academy as soon as practicable. Additionally, it is agreed that any dissatisfaction of the Board shall be reasonable in nature and related specifically to the duties and responsibilities of the Lead Administrator at the Academy.

3. BACK OFFICE HUMAN RESOURCE SERVICES BY PARTNER SOLUTIONS FOR SCHOOLS

- A. Worksite Staff. Partner Solutions for Schools shall employ and assign staff to the Academy ("Worksite Staff") as may be necessary to accomplish the educational mission of the Academy consistent with the Academy's budget approved by the Board. Partner Solutions for Schools shall have the complete and exclusive authority and control over human resource matters such as approval of hiring, terminating, disciplining, and reassigning of Worksite Staff. All other functions and responsibilities related to the Academy's operations, including but not limited to those set forth in Paragraph I.B. of this Agreement, shall be the sole and exclusive responsibility of the Academy. See Exhibit A, incorporated herein by reference, for additional specifics.
- B. Compensation. Compensation for Worksite Staff shall be established by the Academy through the budget process and paid by Partner Solutions for Schools. For purposes of this Agreement, "compensation" shall include salary, fringe benefits, and state, federal, local and social security withholdings. Partner Solutions for Schools shall be responsible for paying its portion of social security, unemployment, and any other taxes required by law to be paid on behalf of its Worksite Staff. Unless required by applicable statute, court or administrative decision, or Attorney General's opinion, Partner Solutions for Schools shall not make payment to the Michigan Public School Employees' Retirement System or any other public retirement system on behalf of Worksite Staff. Teachers employed by Partner Solutions for Schools shall not be considered teachers for purposes of continuing tenure under MCL §38.71 et. seq.
- C. Health Benefits. Partner Solutions for Schools shall provide to Worksite Staff group health and other benefits (i.e., dental, vision, disability, life insurance, etc.) subject to eligibility requirements under the plan and applicable laws. Partner Solutions for Schools will also provide COBRA benefits to eligible Worksite Staff.
- D. 401K Plan Administration. Partner Solutions for Schools will complete and sign all necessary 401K regulatory and plan documents as required by law and as fiduciary agent of the plan.
- E. Payroll Taxes. Partner Solutions for Schools shall report and pay all applicable federal, state and local payroll taxes.
- F. Payroll Records. Partner Solutions for Schools shall maintain and verify all required payroll and benefit records.
- G. Michigan Public School Employees Retirement System (MPERS). If Worksite Staff discloses to Partner Solutions for Schools their participation in MPERS, Partner Solutions for Schools: (a) shall promptly notify the Academy in writing of the identity of any individual assigned by Partner Solutions for Schools to perform services at the Academy who is a retirant from the Michigan Public School Employees Retirement System (MPERS); and (b) shall provide information on a pay period basis regarding any such individual's wages or amounts paid and hours of service under this Agreement, as necessary for the Academy to report in such manner as may be determined from time to time by MPERS. MCL 38.1342(6).
- H. Non-Compete Agreement. PS agrees that it shall not impose any contractual requirement or contractual obligation on any of its employees assigned to the Academy to enter into a non-compete, no-hire, or similar provision or agreement.
- I. Availability of Records. All finance and other records of PS related to the Academy will be made available to the Academy, to the Academy's independent auditor, or the Authorizer upon request, as applicable.

- J. Obligations upon Termination or Expiration. Consistent with the Services provided under this Agreement, upon termination or expiration of this Agreement, or when this Agreement is terminated due to a Contract revocation, reconstitution, termination or non-renewal, PS shall, without charge: (i) close the books on the then-current school fiscal year; (ii) organize and prepare the Academy's records for transition to the new Educational Service Provider (ESP), self-management or dissolution; (iii) provide the Academy with an updated fixed asset schedule showing all property owned by the Academy; (iv) provide an updated list of outstanding vendor invoices with total amount owed (including the total outstanding owed by the Academy to PS, if any; (v) the amount owed by PS to the Academy, if any; (vi) organize and prepare student records for transition to the new ESP, self-management or in the case of a school closure, transfer to a student's new school as designated by the student's parent / legal guardian or to a person or entity authorized to hold such records; (vii) ensure the closeout of existing grants and the transfer of grant funded property to Academy, if applicable; and (viii) provide for the orderly transition of employee compensation and benefits to the new ESP or self-management without disruption to staffing, or in the case of school closure, final payment of all employee compensation, benefit and tax obligations related to services provided by PS to the Academy.
- K. Records. Except as otherwise provided in this Agreement, and consistent with the Services provided under this Agreement, PS shall keep all student, educational, and financial records relating to the Academy available at the Academy site, and the same shall be available for public inspection upon reasonable request consistent with applicable laws. All student, educational and financial records pertaining to the Academy will remain the property of the Academy and such records are subject to the provisions of the Michigan Freedom of Information Act. All Academy records shall be physically or electronically available, upon request, at the Academy's physical facilities. If PS receives information that is part of a pupil's education records from any source as permitted under the Code, PS shall not sell or otherwise provide the information to any other person except as provided under MCL 380.1136. Except as permitted under the Contract and applicable law, PS shall not restrict the Authorizer's or the public's access to the Academy's records. All records shall be kept in accordance with the Contract and applicable state and federal requirements.

4. **ACADEMY RESPONSIBILITIES**

- A. Facility. Academy shall comply with all health and safety laws, regulations, ordinances, directives, and rules of controlling federal, state, and local government and will immediately report all workplace accidents and injuries of Worksite Staff to Partner Solutions for Schools by fully completing and sending an incident report form within 24 hours after the accident or injury is reported to the Academy. Academy agrees to comply with any specific directives from Partner Solutions for Schools, Partner Solutions for Schools' workers' compensation carrier, or any government agency having jurisdiction over the workplace health and safety. Academy shall provide or ensure use of all personal protective equipment, as required by federal, state or local law, regulation, ordinance, directive, or rule or as deemed necessary by Partner Solutions for Schools, its workers' compensation or liability insurance carrier. Partner Solutions for Schools or its insurance carriers shall have the right to inspect Academy's place of business at all reasonable times to ensure compliance with the terms of this Agreement.
- B. Fair Labor Standards Act. Academy shall provide through the Lead Administrator or designee complete and accurate information to Partner Solutions for Schools concerning the nature and extent of the duties performed or to be performed by the Worksite Staff and Academy shall be responsible for providing records of hours worked by the Worksite Staff upon request by Partner Solutions for Schools via online system provided. Academy shall reimburse Partner Solutions for Schools for any overtime pay that is or becomes due to or owed to any Worksite Staff.

- C. Complaints. Academy will report within 24 hours to Partner Solutions for Schools any complaints by Worksite Staff concerning any alleged violation of employment, immigration, or safety laws or regulations and will cooperate with Partner Solutions for Schools in investigating and resolving any such complaints. Any complaints about Academy operations (such as complaints from students, parents, authorizer, visitors, etc.) shall be the sole responsibility of the Academy.
- D. Notification Requirements. Academy will report within 24 hours to Partner Solutions any notice of civil or administrative proceedings regarding employment matters and notify Partner Solutions for Schools of any requests for leave of absence, resignation or other change in status of any Worksite Staff. The Academy is also required to notify PS in writing if the Academy receives a notification from their Authorizer regarding an intent to revoke the Contract and/or non-renewal or closure is discussed by a Board member or their Authorizer.
- E. Evaluation of Worksite Staff. Evaluation and compensation systems shall be selected by the Academy and shall comply with all applicable laws. The Academy through the Lead Administrator shall conduct teacher performance evaluations as it relates to the delivery of the curriculum in the Academy and as required by the Michigan Department of Education.

If the Board becomes dissatisfied with the performance of Worksite Staff, the Board shall state the causes of such dissatisfaction in writing and deliver it to Partner Solutions for Schools. It is agreed that any dissatisfaction shall be reasonable in nature and related specifically to the duties and responsibilities of the Worksite Staff at the Academy.

- F. Independent Auditor. Only the Academy shall select, evaluate, replace, and retain independent auditors. The Academy shall contract directly with any auditor of its choice, and PS will cooperate with the production of any and all documents necessary for the audit.
- G. Budget. The Board is responsible for adopting a budget in accordance with the provisions of the Uniform Budgeting and Accounting Act, MCL 141.121 *et seq.*, that has adequate resources to fulfill its obligations under the Contract, including but not limited to its oversight of PS, lease payments, the organization of the Academy, negotiation of the Contract and any amendments, payment of employee costs, insurance required under the Contract and this Agreement, the annual financial audit and retention of the Board's legal counsel and consultants. In addition, the Board shall be responsible for determining the budget reserve amount included as part of the Academy's annual budget. The Academy Board is also responsible for implementing fiscal policies that will assist the Academy in attaining the stated budget reserve amount.
- H. Chief Administrative Officer ("CAO"). The Board is responsible for designating the CAO for the Academy in accordance with applicable law, the Contract, and applicable Authorizer policies. The Academy's CAO shall not be an owner, officer, director, employee or agent of PS, but a PS employee may assist an Academy Board member who is the CAO in carrying out their responsibilities.

5. JOINT RESPONSIBILITIES

- A. Direction and Control of Worksite Staff. Partner Solutions for Schools will administer payroll and benefit services for the Academy, pay the wages of Worksite Staff and has the right to hire, fire, promote, reassign, discipline and terminate any Worksite Staff in consultation with the Academy and as otherwise provided in this Agreement. In performing the above responsibilities, the Lead Administrator will confer and consult with Partner Solutions for Schools and the Academy as necessary or requested or as otherwise provided in this Agreement before hiring, firing, promoting, reassigning, disciplining and/or terminating

any Worksite Staff. The Academy, through the Lead Administrator, will be responsible for the day to day activities of Worksite Staff to operate the Academy in compliance with Academy policies, procedures, the Contract, any applicable Authorizer policy, and all applicable law.

The Academy agrees to follow Partner Solutions for Schools' directives, policies and procedures to maintain compliance in employment issues. In relation to Academy's day-to-day control of Worksite Staff, the Academy may have opportunity to make decisions or take action that is governed by employment laws, including but not limited to the Americans with Disabilities Act, the Family and Medical Leave Act, the National Labor Relations Act, the Fair Labor and Standards Act, and any other federal, state, or local employment and discrimination laws. If the Academy makes such decision or takes such action without consulting PS or if the Academy fails or refuses to abide by the advice provided by PS on such issue, to the extent permitted by law, the Academy agrees to indemnify, defend, and hold PS harmless from any and all claims or liabilities which may arise as a result from such decision or action, or failure to abide by the advice of PS and its instructions as an employer.

- B. Criminal Background Checks. Partner Solutions for Schools and the Academy acknowledge that Worksite Staff assignments must be in compliance with Sections 1230, 1230a, 1230b and related provisions of the Code pertaining to criminal background checks and unprofessional conduct checks whether or not they in fact apply to Worksite Staff and that said compliance will be a term and condition of Partner Solutions for Schools' employees, working at the Academy.

The Academy, through the Lead Administrator, shall conduct criminal background checks on all Worksite Staff as required by law. Partner Solutions will track the results and provide reporting as requested. The Academy is responsible for any costs associated with performing the criminal background check.

Partner Solutions for Schools shall conduct unprofessional conduct checks on all Worksite Staff. Partner Solutions for Schools will forward any negative results of unprofessional conduct checks to the Lead Administrator, acting on behalf of the Board.

Partner Solutions for Schools shall consult with the Academy for any non-listed felony before exercising any discretion pursuant to the above referenced statutes.

- C. Academy Funds. The Board shall determine the depository of all funds received by the Academy including, but not limited to, the State School Aid and any Additional Revenue (as defined in Exhibit A). All funds received by the Academy shall be deposited in the Academy's depository account as required by law. Signatories on the Board accounts shall solely be members of the Board properly designated annually by Board resolution. All interest or investment earnings on Academy accounts shall accrue to the Academy.
- D. Academy's Rights to Curriculum and Educational Materials. The Academy shall own, without restriction, all proprietary rights to curriculum and educational materials that: (a) are or were directly developed by the Academy and paid for with Academy funds; or (b) are or were developed by PS at the direction of the Board using Academy funds. PS acknowledges that any curriculum and educational materials and teaching techniques used by the Academy are subject to disclosure under the Code and the Freedom of Information Act.

6. FEE AND PAYMENT

- A. Service Fee. During the Term of this Agreement, the Board shall pay Partner Solutions for permanent personnel services an annual Fee (the "Fee") of five percent (5%) of total gross wages paid for Worksite

Staff employed by Partner Solutions for Schools and assigned to the Academy. A discount of a quarter of a percent (0.25%) will be given to the Academy for having this multi-year Agreement match the length of the Contract.

The parties agree that the Fee amount is reasonable compensation for the provision of the Services. Marketing and development costs paid by or charged to the Academy shall be limited to those costs specific to the Academy program and shall not include any costs for the marketing and development of PS. No corporate costs or "central office" personnel costs of PS shall be charged to, or reimbursed by, the Academy.

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

- i. (A) Partner Solutions' compensation under this Agreement is reasonable compensation for services to be rendered hereunder and is not based, in whole or in part, on a share of net profits and/or a share of the net losses from the operation of the Academy or upon the disposition, damage or destruction of the Academy's property; (B) This Agreement does not pass on to Partner Solutions the burden of bearing any share of net losses from the operation of the Academy or upon the disposition, damage or destruction of the Academy's property; (C) The term of this Agreement is not greater than 30 years or 80 percent of the useful life of the Academy's school facilities currently financed with tax-exempt debt (if shorter) including all renewal options; (D) The Academy bears the risk of loss upon the disposition, damage or destruction of the Academy's property; and (E) Partner Solutions is not entitled to and will not take any federal tax position that is inconsistent with being a service provider under this Agreement to the Academy.
 - ii. In interpreting this Agreement and in the provision of the services required hereunder, Partner Solutions shall not have any role or relationship with the Academy that, in effect, substantially limits the Academy's ability to exercise its rights and obligations under State law. As required by the Academy's Article of Incorporation and Bylaws, the Academy Board may not include any director, officer or employee of a management company that contracts with the Academy. In furtherance of such restriction, it is agreed between the Academy and Partner Solutions that none of the voting power of the governing body of the Academy will be vested in Partner Solutions or its directors, members, managers, officers, shareholders and employees, and the Academy and Partner Solutions will not be related parties as defined in Treas. Reg. 1.150-1(b).
- B. Payroll Costs. The Academy will also pay Partner Solutions for Schools, on an at-cost basis for properly invoiced salary, benefits, and other costs attributable to Worksite Staff ("Payroll Costs"), including but not limited to gross wages, FICA, Medicare, FUTA, SUTA, workers' compensation insurance, professional liability insurance (including applicable deductibles), separation costs, tuition reimbursements, Board-approved independent investigation fees, Board-approved legal fees for Academy-specific employment matters, employer portions of health, dental, vision and life insurance, and 401K employer contributions (if applicable).

Partner Solutions for Schools shall be in receipt of funds for Payroll Costs no later than the third business day preceding each payroll date ("Payroll Date") for Partner Solutions for Schools' Worksite Staff. Said funds will be received by Partner Solutions for Schools via an electronic transfer, either initiated by the Academy or by Partner Solutions for Schools, whichever is agreed upon by both parties. For purposes of this Agreement the Payroll Date shall be that date or dates established annually by Partner Solutions for Schools.

PS accepts full liability and is responsible for paying all salaries, benefits, payroll taxes, workers compensation, unemployment compensation and liability insurance for its employees leased to the Academy or working on Academy operations for work already completed irrespective of whether PS receives an advancement of its costs or the payment of service from the Academy.

- C. Reimbursable Expenses. In addition to the Fee, the Academy shall reimburse Partner Solutions for Schools for all costs reasonably incurred and paid by Partner Solutions for Schools directly attributable to and appropriately apportioned to providing the Services as specified in this Agreement (“Reimbursable Expenses”). Such costs include, but are not limited to, Payroll Costs for Worksite Staff that were not advanced under Section B above, costs mandated by governmental entity, administrative agency or court of law (for example, payment into the Michigan Public School Employees Retirement System), employment ads, recruiting fees, background screening fees, Concentra testing fees, advanced training or Academy-specific training, job fair booth fees, substitute charges/fees, and other mutually agreed upon expenses.

Reimbursable Expenses incurred by Partner Solutions for Schools will be paid by the Academy by the 15th day of the month following the month the expenditure was incurred by Partner Solutions for Schools. PS will invoice the Academy for reimbursement of Reimbursable Expenses with a detailed receipt of material or services provided. The Academy shall only reimburse for costs included in an annual operating budget approved by the Board and in compliance with Board policies or as amended during the academic year. In paying such costs on behalf of the Academy, PS shall not charge an added fee (or mark-up).

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

- D. Availability of Funds. Notwithstanding any other term or provision in this Agreement to the contrary, Partner Solutions for Schools shall not be, directly or indirectly, liable to any third party for any cost or expense incurred by the Academy. Subject to the provisions of the Code and Article 7 of this Agreement, PS shall only be required to perform its responsibilities under this Agreement to the extent that PS has received such revenues from the Academy pursuant to the terms of this Agreement. PS shall, however, remain liable to the Academy for any cost it commits the Academy to without the Board’s approval in the event such cost is beyond the amount anticipated in the Academy’s approved budget or any approved amendment thereto.
- E. Other Institutions. The Academy acknowledges that Partner Solutions for Schools may enter into agreements similar to this Agreement with other public or private educational schools or institutions (the “Institutions”). Partner Solutions for Schools shall maintain separate accounts for reimbursable expenses incurred on behalf of the Academy and for reimbursable expenses incurred on behalf of the Institutions. Partner Solutions for Schools shall only charge the Academy for expenses incurred on behalf of the Academy.

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

7. TERM AND TERMINATION

- A. Term. This Agreement shall be effective for the duration of the Academy's current authorizing Contract with the Authorizer, subject to earlier termination under this Section. The Term will be for an eight (8) year period beginning July 1, 2025 and ending June 30, 2033 (the "Term"). The maximum term of this Agreement shall not exceed the term of the Academy's Contract.
- B. Termination by PS. Subject to Section 7.F. of this Agreement, PS may terminate this Agreement prior to the end of the Term in the event the Board fails to remedy a material breach within the required time frames below. A material breach includes the following:
1. PS may terminate this Agreement if Partner Solutions for Schools fails to receive compensation for Payroll Costs. For this breach only, the Academy has until the Payroll Date to fund payroll or to reach an agreement with Partner Solutions for Schools on the payment of these funds or else an immediate breach may be declared.
 2. PS may also terminate this Agreement upon the occurrence of any of the following:
 - a) Academy operations cease to exist due to, but not limited to, bankruptcy or insolvency, discontinued operations by successors and assigns, facility closure in a manner that prevents Worksite Staff from working;
 - b) The Academy requests a reduction in workforce of more than 20%;
 - c) The Academy is a financially distressed business as set forth in the Worker Adjustment and Retraining Notification Act (WARN), 29 U.S.C. §2101, et seq. The Board shall notify Partner Solutions for Schools 90 days prior to the facility closure in order for Partner Solutions for Schools to satisfy notice requirements to Worksite Staff under WARN;
 - d) A determination has been made by a governmental entity, administrative agency or court of law that Partner Solutions for Schools is required to pay into MPSERS;
 - e) Failure by the Academy to pay the Fee or Reimbursable Expenses;
 - f) If there is a substantial and unforeseen increase in the cost of administering services of this Agreement; or
 - g) The Academy makes decisions inconsistent with the recommendations of PS that are within the scope of this Agreement.

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

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

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

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

- 1) Material failure by PS to account for its expenditures or to pay funds for all compensation required for payroll (provided that Partner Solutions for Schools has received such funds from the Academy to do so);
- 2) Material failure by PS to provide the Services as required by the Contract, applicable law, Board policies, or this Agreement;
- 3) A determination has been made by a governmental entity, administrative agency or court of law that Partner Solutions for Schools is required to pay into MPSERS; or
- 4) Any action or inaction by PS that places the Contract in jeopardy of revocation, suspension or termination, as evidenced by written notification from the Authorizer and is not cured within sixty (60) days of that notice.

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

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

- D. Revocation or Termination of Contract. If the Academy's Contract issued by the Authorizer is suspended, revoked or terminated, or a new charter contract is not issued to the Academy after expiration of the Contract, this Agreement shall automatically be suspended or terminated, as the case may be, on the same date as the Academy's Contract is suspended, revoked, or terminated or expires without further action of the parties.
- E. Amendment Caused By Academy Site Closure or Reconstitution. In the event that the Academy is required (i) to close an Academy site pursuant to a notice issued by the Michigan Department of Education under Section 507 of the Code, MCL 380.507; or (ii) to undergo a reconstitution pursuant to Section 507 of the Code, MCL 380.507, and the Contract, and such closure of an Academy site or reconstitution causes an amendment to or termination of this Agreement, the parties agree that this Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy, and PS shall have no recourse against the Academy or the Authorizer for implementing such site closure or reconstitution.
- F. Effective Date of Termination. Any termination of this Agreement for cause or without cause shall not take effect until the earlier of (i) an approved agreement by the Academy with another Educational Service Provider ("ESP") (or self-management) is in effect; or (ii) the end of the current school year in which the termination is invoked. The parties acknowledge that a change in ESP (or a decision to self-manage) in mid-school year is strongly discouraged and will be disapproved by the Authorizer absent compelling circumstances and a clear demonstration that the new ESP (or transition to self-management)

can seamlessly assume management and operations of the school without disrupting the school's operations.

8. INDEMNIFICATION AND COOPERATION

- A. Indemnification of PS. To the extent permitted by law, the Academy shall indemnify, save, and hold harmless PS and all of its employees, officers, directors, subcontractors, and agents against any and all claims, demands, lawsuits and causes of action or other forms of liability that may arise out of or by reason of any noncompliance by the Academy with any agreements, covenants, warranties or undertakings of the Academy contained in or made pursuant to this Agreement; any misrepresentations or breach of this Agreement, enforcement of this Agreement, or Academy's obligations hereunder, including but not limited to, failure to timely and accurately notify PS of any workplace injuries, leaves of absence, hours worked, change in employment status; any claim arising out of the Academy's educational and school operations (including but not limited to student achievement, special education, student discipline, student or parent issues, implementation of policies and procedures); any violations of law by the Academy, its officers, directors, contractors or other agents; any act or omission of the Academy, its officers, directors, contractors or other agents; any incorrect information received from Academy that was relied upon by PS; any acts or failures to act by Academy which occurred prior to the Effective Date of this Agreement; and if the Academy makes a personnel decision without consulting PS or if Academy fails or refuses to abide by the advice provided by PS on such personnel issue.

In the event that the Academy or PS receives funds for the benefit of the Academy pursuant to a grant, endowment, scholarship, or other source of governmental funding ("Funding"), the Academy shall be solely responsible for the Funding and any liabilities associated therewith, including any Funding that is ordered returned to the distributing agency. The Academy further agrees, to the extent permitted by law, to indemnify, save, and hold harmless PS and all of its employees, officers, directors, subcontractors, and agents against any and all lawsuits and causes of action or other forms of liability that may arise in connection with the Funding.

In addition, to the extent permitted by law, the Academy shall indemnify, save, hold harmless, and reimburse PS for any and all legal expenses and costs associated with the defense of any such claim, demand or suit, including any claim for failure to pay wages or overtime based on the hours worked reports approved and submitted by the Lead Administrator.

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

To the extent the parties are coordinating a defense, the parties shall utilize shared counsel which shall be paid for by the Academy and no reimbursement of any costs or fees shall be necessary. The Academy may reimburse PS for pre-approved legal expenses and costs associated with the defense of any such claim, demand, or suit which are not otherwise covered by the shared defense.

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

- B. Indemnification of the Academy. PS shall indemnify, save, and hold harmless the Academy and all of its employees (if any), officers, directors, volunteers, subcontractors, and agents against any and all claims, demands, lawsuits and causes of action or other forms of liability that may arise out of, or by reason of any noncompliance by PS with any agreements, covenants, warranties, or undertakings of PS contained in or made pursuant to this Agreement, and any misrepresentation or breach of this Agreement.

In addition, PS shall indemnify, save, hold harmless, and reimburse the Academy for any and all legal expenses and costs associated with the defense of such claim, demand or suit.

This indemnification shall not apply to any matter that involves Academy operations, including but not limited to, student achievement, student discipline, special education, parent and community engagement, food service, transportation, athletics, extracurricular activities, building and property management, compliance issues, and/or policy and procedure implementation.

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

To the extent the parties are coordinating a defense, the parties shall utilize shared counsel which shall be paid for by PS and no reimbursement of any costs or fees shall be necessary. PS may reimburse the Academy for pre-approved legal expenses and costs associated with the defense of any such claim, demand, or suit which are not otherwise covered by the shared defense.

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

- C. Indemnification for Negligence. To the extent permitted by law, each party to this Agreement shall indemnify and hold harmless the other, and their respective boards of directors, shareholders, officers, employees, volunteers, agents, or representatives, from any and all claims and liabilities which they may incur and which arise out of the negligence of any of the other party's board of directors, shareholders, officers, employees, volunteers, agents, or representatives.
- D. Immunities and Limitations. The Academy may assert all immunities from and statutory limitations of liability in connection with any claims arising under this Agreement.
- E. Responsibility of Academy. The Academy will be solely and entirely responsible for its acts and omissions and for the acts and omissions of the Academy's agents and employees (if any) in connection with the performance of the Academy's responsibilities under this Agreement; provided, however, that nothing in this Agreement is intended, nor will be construed, as a waiver of the governmental immunity provided to the Academy and its incorporators, board members, officers, employees, and volunteers under Section 7 of Act 170, Public Acts of Michigan, 1964, as amended, MCL 691.1407. If PS is made a party to any litigation involving claims arising out of or relating in any way to any alleged acts and/or omissions of the Academy or its directors, agents, or employees, if any, the Academy will provide any reasonable assistance requested by PS in the defense against such claims as long as such assistance does not adversely affect the Academy's ability to defend against such claims.

- F. Mutual Duty to Cooperate. The parties acknowledge that each party has a duty and obligation to cooperate with the other party, and further that such duty to cooperate is a material part of this Agreement. The purpose of the duty to cooperate is to enable each party to perform its obligations as efficiently as possible. The duty to cooperate also includes reasonable assistance in the event of litigation or a dispute involving a party related to the Academy or the Services provided, such as provision of testimony, records and/or documents reasonably related to the litigation or dispute (which are not otherwise protected from disclosure).
- G. Indemnification of Authorizer. The parties acknowledge and agree that the Bay Mills Community College Board of Regents, Bay Mills Community College and its respective members, officers, employees, agents or representatives (for purposes of this Section, all collectively referred to as "Bay Mills Community College") are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, PS 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, PS's preparation for and operation of the Academy, or which are incurred as a result of the reliance by Bay Mills Community College upon information supplied by PS, or which arise out of the failure of PS to perform its obligations under the Contract, this Agreement or Applicable Law, as applicable. The parties expressly acknowledge and agree that Bay Mills Community College, Bay Mills Community College Board of Regents and its members, and their respective officers, employees, agents or representatives, or any of them, may commence legal action against PS to enforce its rights as set forth in this Agreement.

9. INSURANCE

- A. Academy Insurance. The Academy will secure and maintain general liability and umbrella insurance coverage in accordance with its Contract. This coverage will include the building and related capital facilities if they are the property of the Academy. The Academy will maintain such insurance in an amount and on such terms as required or permitted by the provisions of the Contract, including the indemnification of PS required by this Agreement, and naming PS as an additional insured. The Academy will, upon request, present evidence to PS that it maintains the requisite insurance in compliance with the provisions of this section. PS will comply with any information or reporting requirements applicable to the Academy under the Academy's policy with its insurer(s), to the extent practicable. Nothing in this Agreement is intended, nor shall be construed, as a waiver or relinquishment of any immunity from action or liability enjoyed by the Academy under controlling law.
- B. PS Insurance. PS will secure and maintain general liability and umbrella insurance coverage, and workers compensation coverage with the Academy listed as an additional insured. PS will maintain such policies of insurance as are required by the Contract, including the indemnification of the Academy as required by this Agreement. In the event that the Authorizer requests any change in coverage, PS agrees to comply with any change in the type or amount of coverage as requested, within thirty (30) days after notice of the insurance coverage change. PS will, upon request, present evidence to the Academy or its Authorizer that it maintains the requisite insurance in compliance with the provisions of this section. The Academy will comply with any information or reporting requirements applicable to PS under PS's policy with its insurer(s), to the extent practicable. PS's cost of procuring insurance coverage under this

Agreement is a corporate cost to be paid by PS.

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

10. WARRANTIES AND REPRESENTATIONS

- A. Warranties and Representations of the Academy. The Academy represents to PS that (a) it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement, (b) its actions have been duly and validly authorized, and (c) it will adopt the necessary resolutions or expenditure approvals required for execution of this Agreement.
- B. Warranties and Representations of Partner Solutions. Partner Solutions represents and warrants to the Academy that (a) it is a Michigan corporation in good standing duly authorized to conduct business in the State of Michigan, (b) it has the authority under applicable laws to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement, (c) its actions have been duly and validly authorized, and (d) it will adopt any and all resolutions required for execution of this Agreement.
- C. Warranties and Representations of Partner Solutions for Schools. Partner Solutions for Schools represents and warrants to the Academy that (a) it is a Michigan corporation in good standing duly authorized to conduct business in the State of Michigan, (b) it has the authority under applicable laws to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement, (c) its actions have been duly and validly authorized, and (d) it will adopt any and all resolutions required for execution of this Agreement.
- D. Mutual Representations and Warranties. Each party represents and warrants to the other party that except as disclosed in writing to the other party, to its knowledge, there are no pending actions, claims, suits, or proceedings, whether threatened or reasonably anticipated, against or affecting it, which if adversely determined would have a material adverse effect (as might be reasonably determined by the non-affected party if disclosed) on its ability to perform its obligations under this Agreement.
- E. Bankruptcy. PS shall notify the Academy Board if any principal or officer of PS, or PS (including any related organizations or organizations in which a principal or officer of PS served as a principal or officer) as a corporate entity, files for bankruptcy protection or, at the time the Agreement is executed, has filed for bankruptcy protection within the last five (5) years.

11. ALTERNATIVE DISPUTE RESOLUTION

- A. Mediation. Any and all disputes between the parties concerning any alleged breach of this Agreement or arising out of or relating to the interpretation of this Agreement or the parties' performance of their respective obligations under this Agreement shall first be communicated in writing to the other party and mutually discussed between the parties with an opportunity to cure. If no resolution can be ascertained through that mutual discussion, then the matter will be submitted to mediation for resolution in Livingston County, Michigan. Both parties must mutually agree upon the mediator selected and shall participate in all meetings in good faith. The mediation shall be conducted in accordance with the rules of the American Arbitration Association seated in Livingston County, Michigan, with such variations as the parties and arbitrators unanimously accept. The parties will share equally in the costs of the mediation including forum fees, expenses and charges of the mediator.
- B. Arbitration. If the mediation does not result in a mutually satisfactory compromise, then the matter shall

be resolved by arbitration, and such procedure shall be the sole and exclusive remedy for such matters. Unless the parties agree upon a single arbitrator, the arbitration panel shall consist of three (3) persons. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association seated in Livingston County, Michigan, with such variations as the parties and arbitrators unanimously accept. The arbitrators' must issue a cause opinion and any award shall be final and binding. The cause opinion shall be made available to the Authorizer upon request. A judgment on the award rendered by the arbitrators may be entered in any court having appropriate jurisdiction, by any party, without the consent of the other party. The losing party shall pay the cost of arbitration, not including attorney fees. It shall be within the discretion and purview of the arbitrator or arbitration panel to award reasonable attorney fees to the prevailing party.

12. MISCELLANEOUS

- A. Entire Agreement. This Agreement supersedes and replaces any and all prior written or oral agreements and understandings between the Academy and PS. This Agreement constitutes the entire agreement of the parties.
- B. Force Majeure. Notwithstanding any other sections of this Agreement, neither party shall be liable for any delay in performance or inability to perform due to acts of God or beyond human control or control of the parties including but not limited to war, riot, embargo, fire, explosion, sabotage, accident, labor strike, flood, terrorism, school closure, pandemic or other acts beyond their reasonable control.
- C. Governing Law. This Agreement and the rights of the parties hereto shall be interpreted according to the laws of the State of Michigan.
- D. Governmental Immunity. Nothing in this Agreement is intended, nor will be construed, as a waiver of the governmental immunity provided to the Academy and its incorporators, board members, officers, employees (if any), and volunteers under Section 7 of Act 170, Public Acts of Michigan, 1964, as amended, MCL 691.1407. Nothing in this Agreement shall be interpreted to restrict the Academy Board from waiving its governmental immunity or to require the Academy Board to assert, waive or not waive its governmental immunity.
- E. Official Notices. All notices or other communications required by the terms of this Agreement shall be in writing and sent to the parties at the addresses set forth below. Notice may be given by certified or registered mail, postage prepaid, return receipt requested, or personal delivery. Notices shall be deemed to have been given on the date of personal delivery, or, if given by mail, the postmark date. Personal delivery can be accomplished by email to any email hereafter the subject of authorized use for said purpose by the recipient. Unless amended or updated in writing, the addresses of the parties hereto for the purposes of this Agreement shall be:

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

PS: Partner Solutions
 Partner Solutions for Schools
 c/o Chris Matheson
 869 South Old US 23

- F. Assignment. This Agreement shall not be assigned (a) by PS, without prior consent of the Board, in writing which consent shall not be unreasonably withheld; or (b) by the Academy, without the prior consent of PS, in writing, which consent shall not be unreasonably withheld. PS may, without the consent of the Board, delegate the performance of but not responsibility for any duties and obligations of PS hereunder to any independent contractor, expert or professional adviser. However, this Agreement shall not be assignable without prior notification to the Authorizer and any assignment must be done in a manner consistent with the Authorizer's Educational Service Provider Policies.
- G. Limitation of Liability. EXCEPT FOR AMOUNTS EXPRESSLY DUE AND OWING UNDER THIS AGREEMENT, EACH PARTY'S TOTAL LIABILITY TO THE OTHER AND ANY THIRD PARTIES UNDER OR ARISING OUT OF THIS AGREEMENT SHALL BE LIMITED TO THE AGGREGATE AMOUNTS PAID OR DUE AND OWING BY THE ACADEMY TO PS HEREUNDER. THIS LIMITATION DOES NOT APPLY TO ANY AMOUNTS OWED PURSUANT TO A PARTY'S INDEMNIFICATION OBLIGATIONS UNDER THIS AGREEMENT.
- H. Amendment. This Agreement may only be amended in writing, signed by a duly authorized representative of each party and in a manner consistent with and permitted by the Contract and the Authorizer's Educational Service Provider Policies.
- I. Effect of Headings. The underlined headings are included for convenience of the reader, and if the underlined headings are inconsistent with the other text the underlined text shall be disregarded.
- J. Waiver. No waiver of any portion of this Agreement shall be deemed or shall constitute a waiver of any other provision, nor shall such waiver constitute a continuing waiver unless otherwise expressly stated in writing.
- K. Severability. The invalidity of any portion or term of this Agreement shall not affect the remaining portions or terms of this Agreement. In the event a portion or a term of this Agreement is deemed invalid, the parties shall cooperatively work together to modify the invalid portion or term as minimally as possible to cure the invalidity, while at all times preserving the spirit and purpose of the applicable portion or term.
- L. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns.
- M. No Third-Party Rights. This Agreement is made for the sole benefit of the Academy and PS. Except as otherwise expressly provided herein, nothing in this Agreement shall create or be deemed to create a relationship between the parties, or either of them individually with any third person, third party beneficiary, fiduciary, or the Authorizer.
- N. Survival of Termination. All representations, warranties, and indemnities made in this Agreement shall survive any termination or expiration of this Agreement without limitation.
- O. Delegation of Authority; Compliance with Laws. Nothing in this Agreement shall be construed as delegating to PS any of the powers or authority of the Board which are not subject to delegation by the Board in accordance with all applicable laws. The parties agree to comply with all applicable laws.
- P. Academy Property/Ownership. The parties agree that the Academy shall be the owner of all documentation, education records, data, licenses, copyright, inventions, trade names and marks, logos, including the Academy's official name and name it is known by or formerly known as, developed, produced or created pursuant to the performance of this Agreement, funded by the Academy, by use of time paid for by the Academy and no matter by whom produced or created and which were owned or

possessed or asserted by the Academy prior to this Agreement. PS shall return to or make available to the Academy anything owned by the Academy on demand.

If applicable, when PS purchases equipment, materials, and supplies on behalf of or as the agent of the Academy, such equipment, materials, and supplies shall be and remain the property of the Academy. PS shall not include any added fees or charges with the costs of the equipment, materials, and supplies. PS will comply with Revised School Code Section 1274 as if the Academy were making these purchases directly from a third party supplier.

- Q. PS Property/Ownership. The parties agree that PS shall be the owner of all documentation, education records, data, licenses, copyright, inventions, trade names and marks, logos, including PS's official name and name it is known by or formerly known as, developed, produced or created pursuant to the performance of this Agreement, funded by PS, by use of time paid for by PS and no matter by whom produced or created and which were owned or possessed or asserted by PS prior to this Agreement. The Academy shall return to or make available to PS anything owned by PS on demand.
- R. Tax Exempt Financing. If at any time the Academy determines that it is in the best interests of the Academy to obtain financing from the Michigan Public Educational Facilities Authority or any other type of financing that is tax-exempt pursuant to the IRS Code, then the parties hereby agree that this Agreement shall be automatically amended for the sole and limited purpose of compliance with Revenue Procedure 97-13, as modified by Rev. Proc. 2001-39 and amplified by Notice 2014-67, and/or its progeny. Any such automatic amendment shall be as limited as practicable, and the parties shall promptly execute a written agreement reflecting such amendment, but the failure of the parties to do so shall not affect the effectiveness of the automatic amendment referenced above; provided, however, that any such amendment shall be consistent with the Authorizer's Educational Service Provider Policies.
- S. Execution. The parties may execute this Agreement by facsimile or in counterparts. The parties consent to the use of electronic signatures and agree that such signatures will be binding as if they were original, handwritten signature.
- T. Review by Independent Counsel. The parties agree that each has reviewed, or had the opportunity to review, this Agreement with its own independent legal counsel prior to the execution of this Agreement.

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

THE ACADEMY:

OJIBWE CHARTER SCHOOL, a Michigan public school academy

By: 

Its: Board President

PS:

**PARTNER SOLUTIONS
PARTNER SOLUTIONS FOR SCHOOLS**

By: 
C. O. Matheson (Jun 24, 2025 12:47 EDT)

June 24, 2025

Its: CEO

Exhibit A- Back Office Human Resource Services



Recruitment Support & Applicant Tracking			
You receive a user-friendly job posting and applicant tracking system, providing ease for new applicants and ensuring accuracy.			
	CS Partners	School Leader	School Board
Applicant tracking software	.		
Electronic employment application	.		
Job posting development	.	.	
Job posting on Academy website, Indeed, Glassdoor and a multitude of education and position specific websites	.		
Interview, select, verify credentials, reference checks, and make verbal offers to staff		.	
Onboarding & Compliance			
We are prepared with a dedicated onboarding team to provide a friendly, smooth, and easy onboarding experience for new hires while ensuring all compliance standards are met.			
	CS Partners	School Leader	School Board
Paperless onboarding with digital signature capability	.		
Guidance for employees through the new hire process	.		
Background check documentation – Crime Waiver, Unprofessional Conduct Check, ICHAT	.		
Complete Red Light Green Light Affidavit	.		
Maintain documentation required for Michigan State Police audit on CHRIS records	.		
Complete requirements for Michigan Child Care Background Check System (CCBC)		.	
Approval process for misdemeanors (PS & SL) and felonies (PS, SL, & SB)	.	.	.
Tax forms: state, local and federal	.		
I-9 compliance; Electronic completion by Academy through online supervisor portal	.	.	
Create and send offers of employment upon hire and send addendums as position details change	.		
Give "all clear" to supervisors when new hire steps are complete – onboarding paperwork, background check, and credentials collected.	.		
Notify new hire of start date and communicate actual start date to Partner Solutions		.	
Employee electronic personnel file management	.		
HRIS (Human Resource Information System) database management	.		
Required training identified by Partner Solutions assigned to employees to complete via the Partner Solutions online training platform.	.		
Labor Law posters delivered to school	.		
Provide HR Scorecard metrics on quarterly and annual basis	.		
Collect and file credentials from employees based on requirements of position. School Leader to assist if necessary	.	.	
Ensure correct credentials based on position assignment upon new hire or position change		.	
Obtain permits for teachers and special education approvals upon new hire or position change	.	.	
Registry of Educational Personnel (REP) completion for Partner Solutions employees	.		
Review of completed Registry of Educational Personnel (REP) for accuracy and congruence with the Teacher Student Data Link (TSDL).		.	
Preparation for personnel reviews/audits from outside agencies	.		
Substitute system management	.	.	

Assist with missing personnel file documentation previously requested by Partner Solutions		•	
Recordkeeping of district provided professional development and staff mentor assignments		•	
Annual staff performance evaluations		•	
Payroll	CS Partners	School Leader	School Board
As your trusted payroll provider, you will experience increased control, flexibility, and security, without sacrificing accessibility and compliance.			
Onsite Supervisors verify employee punches and PTO in the timekeeping portal		•	
Payroll approval		•	
Payroll processing (includes online employee and employer portals)	•		
Time and Attendance and PTO tracking platform	•		
Direct deposit & pay card processing	•		
File and deposit all payroll taxes	•		
W-2 and W-3 preparation	•		
State(s) Unemployment Insurance claim administration	•		
Garnishment and agency payments	•		
Detailed payroll reports customized to correspond with the Michigan chart of accounts & GL interface	•		
Respond to employment and wage verification requests	•		
Benefits & Retirement	CS Partners	School Leader	School Board
Affordable, top-notch benefits are provided to you and your staff.			
Group Medical, Dental, Vision, Life, and disability package design	•	•	
Determine Academy contribution levels for benefit and retirement plans	•	•	•
Annual Open-Enrollment meeting	•		
Employee benefits communication and education	•		
Annual comparing benefit options and design	•		
FMLA, ADA, USERRA, ERISA, PPACA compliance and guidance	•		
Employee leave of absence management and consultation	•		
Benefit plans premium reconciliation and payment	•		
Benefit plan eligibility assessment	•		
Employee Assistance Program Administration	•		
Voluntary (125) Flexible Spending Account and Dependent Care Account administration	•		
COBRA & HIPPA administration and liability	•		
Retirement Plan administration: enrollment/waiver, 1:1 financial planning, annual plan audit	•		
Workers Compensation coverage, administration, and liability	•		
HR Consultation	CS Partners	School Leader	School Board
Receive exceptional service from a dedicated and experienced HR Manager who is ready to advise and support School Leaders on all Human Resource topics.			
Dedicated, personalized, and experienced HR Team	•		
Provide School Leaders with legislative HR updates	•		
Annual staff meeting	•		
Provide standard Job Descriptions	•		
Employee handbook development	•		
Staff retention initiatives best practices	•		
Annual staff survey questions and platform with reporting capabilities	•		

Exit Interview survey questions and platform with reporting capabilities	•		
Supervisor training and consultation on HR best practices, employee discipline, and processes	•		
Staff culture and employee retention		•	
Addressing employee complaints and discipline	•		
Termination approval, reduction in force, severance agreement preparation	•		
Respond to litigation, wage and hour, and EEOC claims	•		
HR procedural trainings	•		
Credential consultation and communication	•		
Annual salary comparison data	•		
Performance evaluation tool for School Leader	•		

CONTRACT SCHEDULE 6

PHYSICAL PLANT DESCRIPTION

SCHEDULE 6
PHYSICAL PLANT DESCRIPTION

Physical Plant Description	6-1
Certificate of Occupancy for 11507 W. Industrial Drive Property	6-3
Site Plan for 11507 W. Industrial Drive Property	6-4
Floor Plan for 11507 W. Industrial Drive Property	6-5
Tribal Lease for 11507 W. Industrial Drive Property	6-7
Certificate of Occupancy for 12099 W. Lakeshore Dr. Property	6-13
Floor Plan for 12099 W. Lakeshore Dr. Property	6-15
Site Plan for 12099 W. Lakeshore Dr. Property	6-21
Tribal Lease for 12099 W. Lakeshore Dr. Property	6-34

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 plants (the “Proposed Site”) of Ojibwe Charter School (“Academy”) are as follows:

Address: 12099 West Lakeshore Drive
Brimley, MI 49715

Description: The elementary part of the school building is a single story building with multiple classrooms. A playground is adjacent to the school building. Grades 7-12 are located in a single story building with 7 classrooms, a kitchen, a multipurpose room, locker rooms, and a gymnasium.

Term of Use: Term of Contract.

Configuration of Grade Levels: Seventh to Twelfth Grade

Name of School District and Intermediate School District:

Local: Brimley School District
ISD: Eastern Upper Peninsula

Address: 11507 West Industrial Drive
Brimley, MI 49715

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

Term of Use: Term of Contract.

Configuration of Grade Levels: Kindergarten through Sixth Grade

Name of School District and Intermediate School District:

Local: Brimley School District
ISD: Eastern Upper Peninsula

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

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

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

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

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

CERTIFICATE OF USE AND OCCUPANCY

PERMANENT

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

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

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

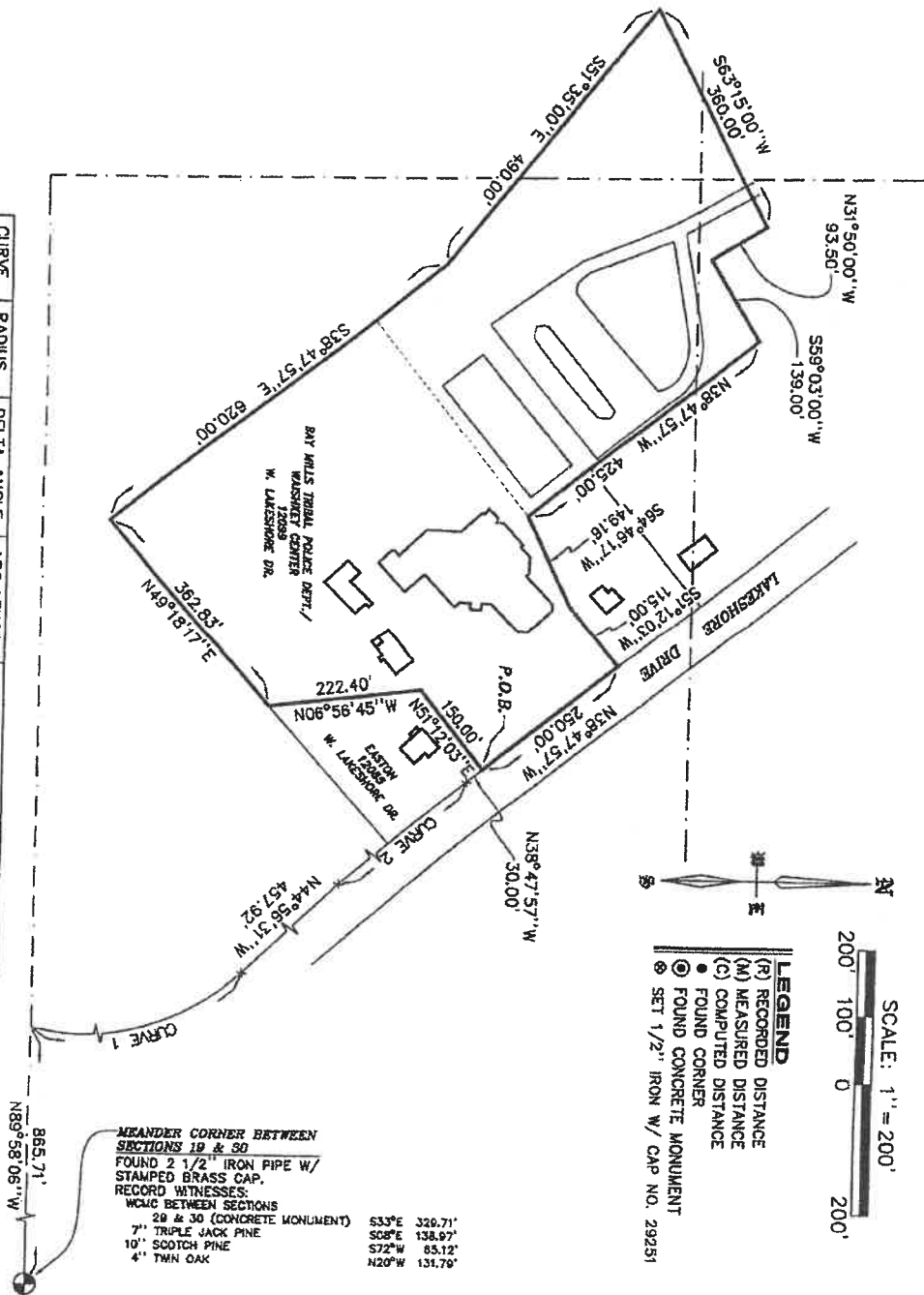
**NOTED UNDER THE AUTHORITY OF SECTIONS 13
AND 14 OF THE ACTS OF 1972, AS AMENDED, BEING §125.1513
OF THE COMPILLED LAWS OF THE STATE OF MICHIGAN IN ACCORDANCE WITH
THE STATE BUILDING CODE. THIS SHALL SUPERSEDE
ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.**

January 13, 2004

CERTIFICATE OF SURVEY

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

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	327.00'	58°16'47"	332.82'	N15°48'07"W	318.46'
C2	4533.22'	06°08'33"	486.00'	N41°52'14"W	485.77'



SCALE: 1" = 200'

200' 100' 0 200'

LEGEND

- (R) RECORDED DISTANCE
- (M) MEASURED DISTANCE
- (C) COMPUTED DISTANCE
- FOUND CORNER
- FOUND CONCRETE MONUMENT
- ⊙ SET 1/2" IRON W/ CAP NO. 29251

LARRY R. ROGERS, L.S. 29251

SURVEY FOR:
BAY MILLS INDIAN
COMMUNITY
DATE: 01 OCT 2007

NORTHWOODS LAND SURVEYING
SURVEYORS ENGINEERS
816 ASHUM STREET P.O. BOX 756
SAULT STE. MARIE, MICHIGAN 49783
(908) 632-1500 FAX (908) 632-3220

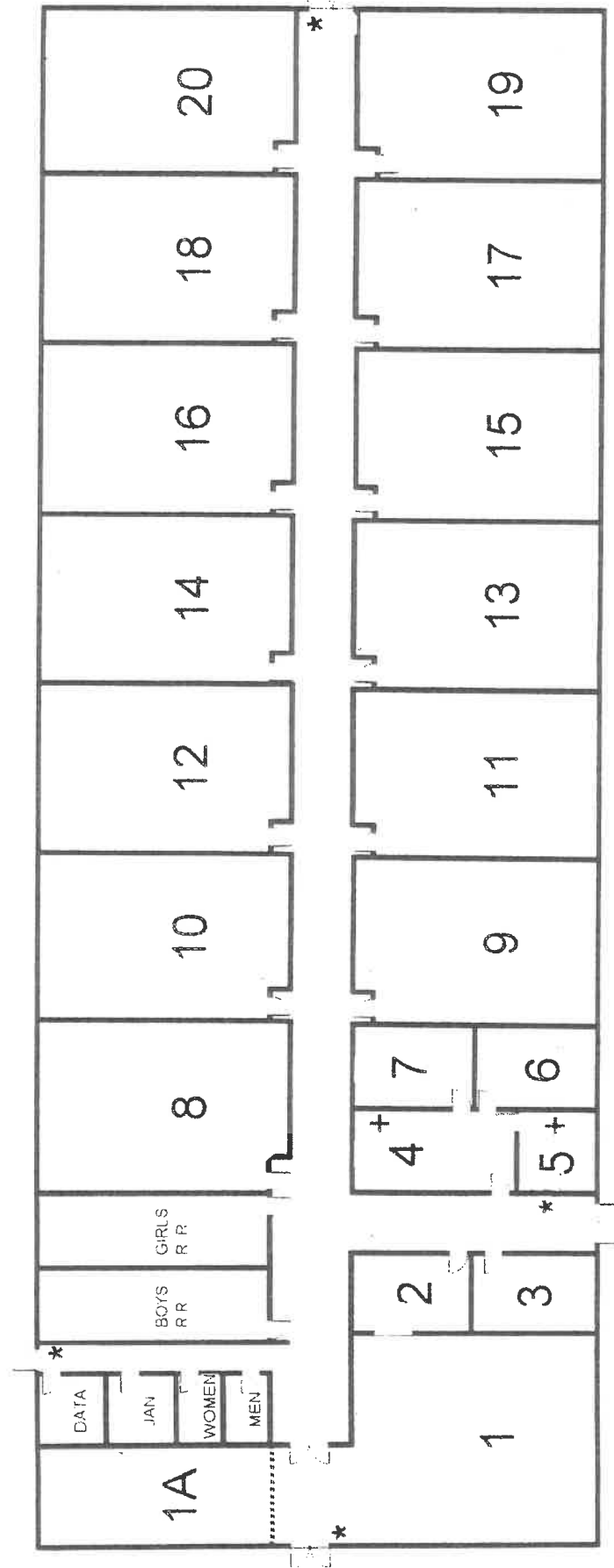
SCALE: 1" = 200'

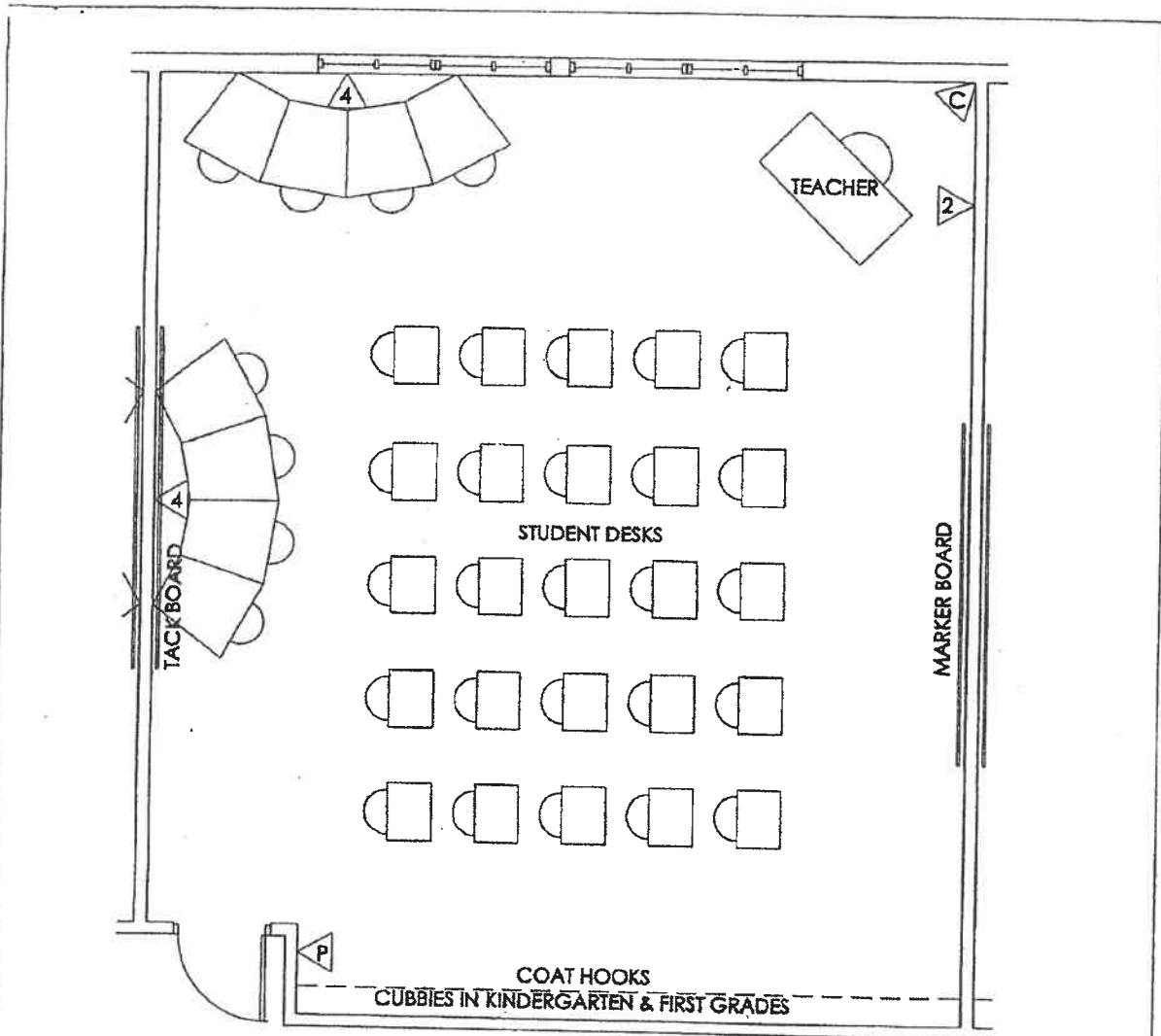
DRAWN	NPG	SHEET 1 OF 2
COMPUTED	LRR	JOB 5919-00

OJIBWE CHARTER SCHL
EVACUATION PLAN





* FIRE EXTINGUISHER
+ FIRST AID KIT

PRIMARY AND TORNADO
RELOCATION AREA
WAISHKEY BLD





LEGEND:

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

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

TYPICAL CLASSROOM LAYOUT

SCALE: 3/16" = 1'-0"

EXHIBIT A.

**United States
Department of Interior
Bureau of Indian Affairs**

TRIBAL LEASE

THIS "LEASE", is made and entered into between the BAY MILLS INDIAN COMMUNITY, located at 12140 W. Lakeshore Dr. Brimley, MI 49715, hereinafter designated as "LESSOR", and the OJIBWE CHARTER SCHOOL, a Michigan public school academy, organized and operating pursuant to the Revised School Code, MCL 380.1 et seq., as amended, located at 11507 W. Industrial Drive, Brimley, MI 49715, upon the Bay Mills Indian Reservation, hereinafter designated as "LESSEE".

RECITALS

WHEREAS, the Lessor owns a parcel ("OCS Lot") of real property containing improvements; and

WHEREAS, upon OCS Lot is an improvement that is used as a K- I 2 public school ("Premises"); and

WHEREAS, Lessor desires to allow Lessee to utilize the Premises for the educational purposes for which Lessee has been established; and

WHEREAS, Lessee is a Michigan Public School Academy, authorized by the Bay Mills Community College (the "Authorizer") that desires to locate its public-school operations on the property owned by the Lessor; and

NOW THEREFORE, for mutual consideration, the adequacy of which is hereby acknowledged, the Parties do agree to the following:

1. **SECRETARIAL APPROVAL.** As used in this Lease, the term "Secretary" means the Secretary of the Interior or his duly authorized representative. This Lease is subject to the approval of the Secretary pursuant to the Act of August 9, 1995, 69 Stat. 539, as amended; 25 U.S.C. 415.
2. **PREMISES.** Lessor, as authorized by law and in accordance General Tribal Council Resolution No. 22-04-13A, hereby leases to Lessee the real property situated on the Bay Mills Reservation, County of Chippewa, State of Michigan, that is described in Attachment "A," encompassing the Premises and all improvements therein subject to the use restrictions set forth below.
3. **USES OF PREMISES.** The object of this Lease is to enable Lessee to utilize the Premises to operate a Michigan Public School Academy, as that term is defined in the Revised School Code, MCL 380.1, et seq.
4. **TERM AND TERMINATION.** Lessee shall have and hold the Premises for a term beginning April 13, 2022 and ending June 25, 2028.
 - a. This Lease may not be terminated by either party as long as the Lease and/or any improvements on the Premises, or any interest therein, are mortgaged or otherwise pledged as security for any loan in accordance with the provisions hereof by Lessee, unless consent in writing to such termination is given by the lender.

- b. This Lease shall automatically renew for additional terms of 8 years, so long as Lessee, or a successor in interest, still operates the Premises.
 - c. This Lease will automatically terminate if Lessee does not have a charter contract or is unable to operate a Michigan Public School Academy on the Premises.
 - d. Lessee may also terminate this Lease at any time upon providing ninety (90) days' prior written notice.
- 5. **RENT.** Rent is fixed at thirty thousand dollars (\$30,000.00) per annum for the entire Term of this Lease and any renewals thereof to be made in monthly installments five thousand (\$5,000.00). Late payments shall be charged an interested rate of 3% per month.
- 6. **UTILITIES, MAINTENANCE, SNOW REMOVAL, REPAIRS.** Lessee shall, at its expense, provide the Premises with all utility services desired by Lessee, including water, sewer, electricity, and natural gas. Lessee shall be responsible for installation and maintenance utility services from the main line connections into the facility. Lessee shall be responsible to maintain the Premises in good repair, which responsibility includes building maintenance and provision of custodial services. Lessor shall be responsible for snow removal, lawn maintenance and trash pickup.
- 7. **IMPROVEMENTS.** All buildings or other improvements now existing on the Premises shall be the leasehold property of the Lessee during the term of this Lease, including any extension or renewal thereof, as are any additional improvements constructed thereupon during the Term or any extension or renewal thereof. If historic properties, archeological resources, human remains, or other cultural items not previously reported are encountered during the course of any activity associated with this lease, all activity in the immediate vicinity of the properties, resources, remains, or items will cease and the lessee will contact the Secretary of the Interior and the Lessor to determine how to proceed and appropriate disposition. Upon termination of the Lease, ownership of any and all improvements shall revert to the Lessor: (i) unless separately agreed by the Parties (ii) unless transfer of ownership to the Lessor would cause any tax-exempt bond-financed improvements to become subject to tax or other penalty, or (iii) unless transfer of ownership to the Lessor would violate Mich. Const. Art. IX, Sec. 18, upon which the Lessor shall pay to Lessee a reasonable value for the improvements. All fixtures purchased by Lessee shall be owned by Lessee.
- 8. **USE RIGHTS/ RESERVATION OF USE RIGHTS.** Lessee, upon faithful performance of the terms, covenants, and conditions hereof, may quietly and peaceably have, hold, and enjoy the Premises to which it may also make improvements thereon to effectuate the intended use of the Premises as set forth in this Agreement. Upon expiration of the term, or any renewal term or extension period thereafter, and subject to the last sentence of Paragraph 7 the Lessee shall, upon demand, surrender to Lessor complete and peaceable possession of the Premises. No party other than Lessee shall have an ongoing right to occupy the building, site, or physical plant without providing written notice to the CSO Director thirty (30) days prior to such occupancy except as identified in Attachment B.
- 9. **NO REPRESENTATIONS.** Lessee accepts the Premises in its condition on the date of this Lease, "AS IS" and without any representations or warranties of any kind, express or implied, by Lessor. This Agreement is not made in reliance upon any representation whatsoever.

10. FEDERAL SUPERVISION.

- a. Nothing contained in the Lease shall operate to delay or prevent a termination of Federal responsibilities with respect to the premises by issuance of a fee patent, the lifting of restrictions on alienation, or otherwise during the term of the Lease; such termination, however, shall not serve to abrogate the lease.
- b. No member of Congress nor any delegate thereto or any Resident Commissioner shall be admitted to any part of this Lease or to any benefit that may arise therefrom.
- c. The Parties each agree not to use or cause to be used any part of said premises for any unlawful conduct or purpose.
- d. The Secretary of Interior has the right, at any reasonable time during the term of the Lease and upon reasonable notice to enter the Premises for inspection to ensure compliance with applicable Federal laws and regulations. Any failure by the Lessee to cooperate with the Secretary of the Interior to make appropriate records, reports, or other information available for inspection or duplication shall be a violation of this Lease.
- e. The obligations of the lessee to the Indian landowners are also enforceable by the United States, so long as the land remains in trust or restricted status.

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

12. INSURANCE. The Lessee will Procure and keep in effect during the Term hereof commercial general liability insurance on an occurrence basis with limits of at least one million dollars (\$1,000,000) per occurrence, with a two million dollar (\$2,000,000) annual general aggregate. Such policy shall include coverage for bodily injury, property damage, premises and operations, personal and advertising injury, sexual abuse & molestation, corporal punishment, and contractual liability insurance that covers the indemnification obligations of this Agreement, if any. Not more frequently than three (3) years, if, in the reasonable opinion of the Lessor, the amount of the liability insurance required hereunder is not adequate, Lessee shall promptly increase said insurance coverage as reasonably required by the Lessor.

- a. The Lessor shall be included as an additional insured on a Primary and Non-Contributory basis and shall contain a provision that it may not be cancelled without at least thirty (30) days prior written notice being given by the insurer to the Lessor. Lessee agrees to deliver certificates of all insurance required hereunder to Lessor. Further Lessee agrees to provide compete copies of all policies to the Lessor upon receipt of the same, provided that receipt by Lessor of such policies shall not be deemed by Lessor to be an acceptance of such coverage to the extent it conflicts with the requirements of this Lease.

13. HAZARDOUS MATERIAL LIABILITY. Lessee has no liability or obligation pursuant to this Lease to investigate, clean, remove, remediate, or otherwise deal with hazardous material present at the site prior to the Lessee occupying the Premises. Such liabilities are the responsibility of Lessor and Lessee is hereby indemnified for any damages or litigation caused or arising out of the condition of the Premises, including any improvements thereon that are in existence at the time of this Agreement. The lessee indemnifies the United States and the Indian landowners against all liabilities or costs relating to the use, handling, treatment,

removal, storage, transportation, or disposal of hazardous materials, or release or discharge or any hazardous material from the leased premises that occurs during the lease term, regardless of fault, with the exception that the lessee is not required to indemnify the Indian landowners for liability or cost arising from the Indian landowner's negligence or willful misconduct.

14. **ACCESS TO DOCUMENTS.** Lessor agrees that it shall provide to Lessee all lease and physical plant records related to the Premises for use by its independent auditor or the Bay Mills Charter Schools Office.
15. **ASSIGNMENT.** Except as otherwise provided herein, Lessee shall not assign this Lease without the prior written consent of the Lessor and the Secretary of the Interior, or, if this Lease and/or any improvements on the premises are mortgaged or pledged as security for a loan, without the written approval of the lender. Lessee may assign this Lease or deliver possession of the premises, including any improvements thereon, to the lender if Lessee defaults in any mortgage or other loan agreement for which the Lease and/or improvements on the premises are pledged as security, and, in such event, the lender in turn may transfer this Lease or possession of the premises to a successor lessee subject to the approval of Lessor. Nothing in this Lease shall prevent the Lessee from executing and recording a mortgage, declaration of trust and/or other security instrument as may be necessary to obtain financing for the construction and/or improvement of education- related building, or shall prevent the mortgagee or other lender from foreclosing or instituting other appropriate proceedings under law in the event of default of any mortgage or other loan agreement by the Lessee. Lessee may not execute a mortgage, declaration of trust or other security instrument pledging its interest in this Lease or any improvements on the premises without the prior consent of Lessor and the approval of the Secretary.
16. **LESSOR'S RIGHT OF FIRST REFUSAL.** In the event of default by the Lessee on any mortgage or other loan agreement for which this Lease or any improvements on the premises are pledged as security, Lessor shall have the right of first refusal to acquire the Lessee's interest in the premises (subject to all valid liens and encumbrances) upon (a) payment of all sums then in arrears, and (b) either payment of the balance of the loan or assumption of the mortgage. Said right of first refusal may be exercised at any time within thirty (30) days after notice in writing from the lender of Lessee's default, which notice shall be given before the lender invokes any other remedies provided under the mortgage or by law, and shall be exercised by notice in writing from the Lessor to the Lessee and the lender; provided, however, that the Lessee shall have fifteen (15) days from the date of the latter notice to cure the default. The estate acquired by the Lessor through the exercise of said right of first refusal shall not merge with any other estate or title held by the Bay Mills Indian Community as long as this Lease and/or any improvements on the premises are mortgaged or otherwise pledged as security for any loan, and said estate shall remain subordinated to any valid and subsisting mortgage or other security instrument.
17. **EFFECTIVE DATE.** This lease and all its terms and provisions shall be binding upon the successors, administrators and assigns of the and any successor in interest to the Lessor, and shall take effect upon approval of the Secretary of the Interior and the Authorizer.
18. **OBLIGATIONS TO THE UNITED STATES AND LESSOR.** It is understood and agreed that while the leased premises are in trust or restricted status, all of the Lessee's obligations under this Lease, and the obligations of its sureties, are to the United States as well as the legal owner of the land. This Lease is subject to all applicable Federal laws despite their not being specifically incorporated herein. In addition, this Lease is subject

to the applicable laws of the Bay Mills Indian Community, as well as the laws of the State of Michigan where not otherwise preempted.

19. **AMENDMENT.** This Lease may only be amended in writing by a document that is executed and acknowledged by the Parties, which document shall only be effective upon the review and non-disapproval by the Bay Mills Charter Schools Office and approval by the Secretary of the Interior. Lessee is not prohibited from waiving its governmental immunity or require an its governing body to assert, waive or not waive its governmental immunity.

20. **HOLD HARMLESS and INDEMNIFICATION.**

- a. Lessee holds the United States and the Indian landowners harmless from any loss, liability or damages resulting from the lessee's use or occupation of the leased premises.
- b. Lessor will indemnify Lessee for damages or litigation caused by the condition of the physical plant, if those damages or litigation are caused by the Lessor's use or prior use of hazardous material at the physical plant.

BAY MILLS INDIAN COMMUNITY


Whitney B. Gravelle, President

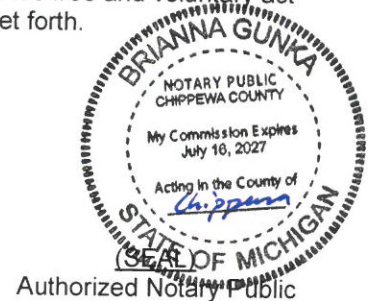
OJIBWE CHARTER SCHOOL


Stephanie Vittitow, Superintendent

Bay Mills Indian Community TRIBE) ss:

I, Brianna Gunka, an authorized notary public of the **State of Michigan**, do hereby certify that Whitney B. Gravelle, President of the Lessor under the foregoing Lease, personally appeared before me and is known or proved to me to be the person who, being informed of the contents of the foregoing Lease, has executed same, and acknowledge said Lease to be his free and voluntary act and deed and that he executed said Lease for the purposes and uses therein set forth.

Brianna Gunka
Notary Public
Chippewa County, Michigan
My Commission Expires: 07/16/2027

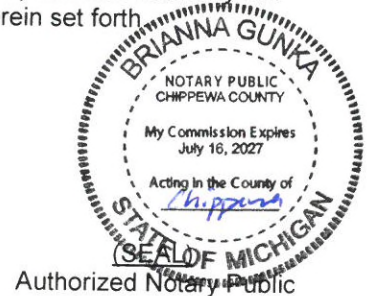


Witness my hand and official seal this 10 day of May, 2022.

Bay Mills Indian Community TRIBE) ss:

I, Brianna Gunka, an authorized notary public of the **State of Michigan**, do hereby certify that the Lessee, Stephanie V. Hinton, under the foregoing Lease, personally appeared before me and is sworn or proved to me to be the person who, being informed of the contents of the foregoing Lease has executed same, and acknowledge said Lease to be his (her) free and voluntary act and deed and that he (she) executed said Lease for the purposes and uses therein set forth.

Brianna Gunka
Notary Public
Chippewa County, Michigan
My Commission Expires: 07/16/2027



Witness my hand and official seal this 24 day of May, 2022.

Approved pursuant to authority delegated to the Assistant Secretary -Indian Affairs by 209 DM 8, 230 DM 1, 3 IAM 4, Release No. 21-37, dated 05/25/2021.

Jason D. Oberle
Jason D. Oberle
Agency Superintendent

6/14/2022
Date

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: BLDG21-01422

12099 W LAKESHORE DR
BRIMLEY, MI 49715
COUNTY: CHIPPEWA

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: 08/29/2022

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: BLDG21-01392

12099 W LAKESHORE DR
BRIMLEY, MI 49715
COUNTY: CHIPPEWA

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: 08/29/2022

B1 2ND FLR DEMO
1/8" = 1'-0"

AUTO SERVICE

A1 DEMOLITION FLOOR PLAN
1/8" = 1'-0"



- DEMOLITION PLAN NETWORKS**
- 1 REMOVE EXISTING WALL INCLUDING ALL APERTURES
 - 2 REMOVE EXISTING DOOR FRAME AND HINGES
 - 3 REMOVE EXISTING WINDOW FRAME AND HINGES
 - 4 REMOVE EXISTING ROOF STRUCTURE INCLUDING ROOF DECK
 - 5 REMOVE EXISTING ROOF STRUCTURE INCLUDING ROOF DECK
 - 6 REMOVE EXISTING ROOF STRUCTURE INCLUDING ROOF DECK
 - 7 REMOVE EXISTING ROOF STRUCTURE INCLUDING ROOF DECK
 - 8 REMOVE EXISTING ROOF STRUCTURE INCLUDING ROOF DECK
 - 9 REMOVE EXISTING ROOF STRUCTURE INCLUDING ROOF DECK
 - 10 REMOVE EXISTING ROOF STRUCTURE INCLUDING ROOF DECK
 - 11 REMOVE EXISTING ROOF STRUCTURE INCLUDING ROOF DECK
 - 12 REMOVE EXISTING ROOF STRUCTURE INCLUDING ROOF DECK
 - 13 REMOVE EXISTING ROOF STRUCTURE INCLUDING ROOF DECK
 - 14 REMOVE EXISTING ROOF STRUCTURE INCLUDING ROOF DECK
 - 15 REMOVE EXISTING ROOF STRUCTURE INCLUDING ROOF DECK
 - 16 REMOVE EXISTING ROOF STRUCTURE INCLUDING ROOF DECK
 - 17 REMOVE EXISTING ROOF STRUCTURE INCLUDING ROOF DECK
 - 18 REMOVE EXISTING ROOF STRUCTURE INCLUDING ROOF DECK
 - 19 REMOVE EXISTING ROOF STRUCTURE INCLUDING ROOF DECK
 - 20 REMOVE EXISTING ROOF STRUCTURE INCLUDING ROOF DECK

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A100

DEMOLITION FLOOR PLAN

HIGH SCHOOL ADDITION AND RENOVATIONS
OJIBWE CHARTER SCHOOL
PROJECT NO. - 087-01165
DESIGNED BY: KRC
DRAWN BY: KRC
CHECKED BY: KRC
APPROVED BY: JKG

ISSUED FOR:

SUBJECT

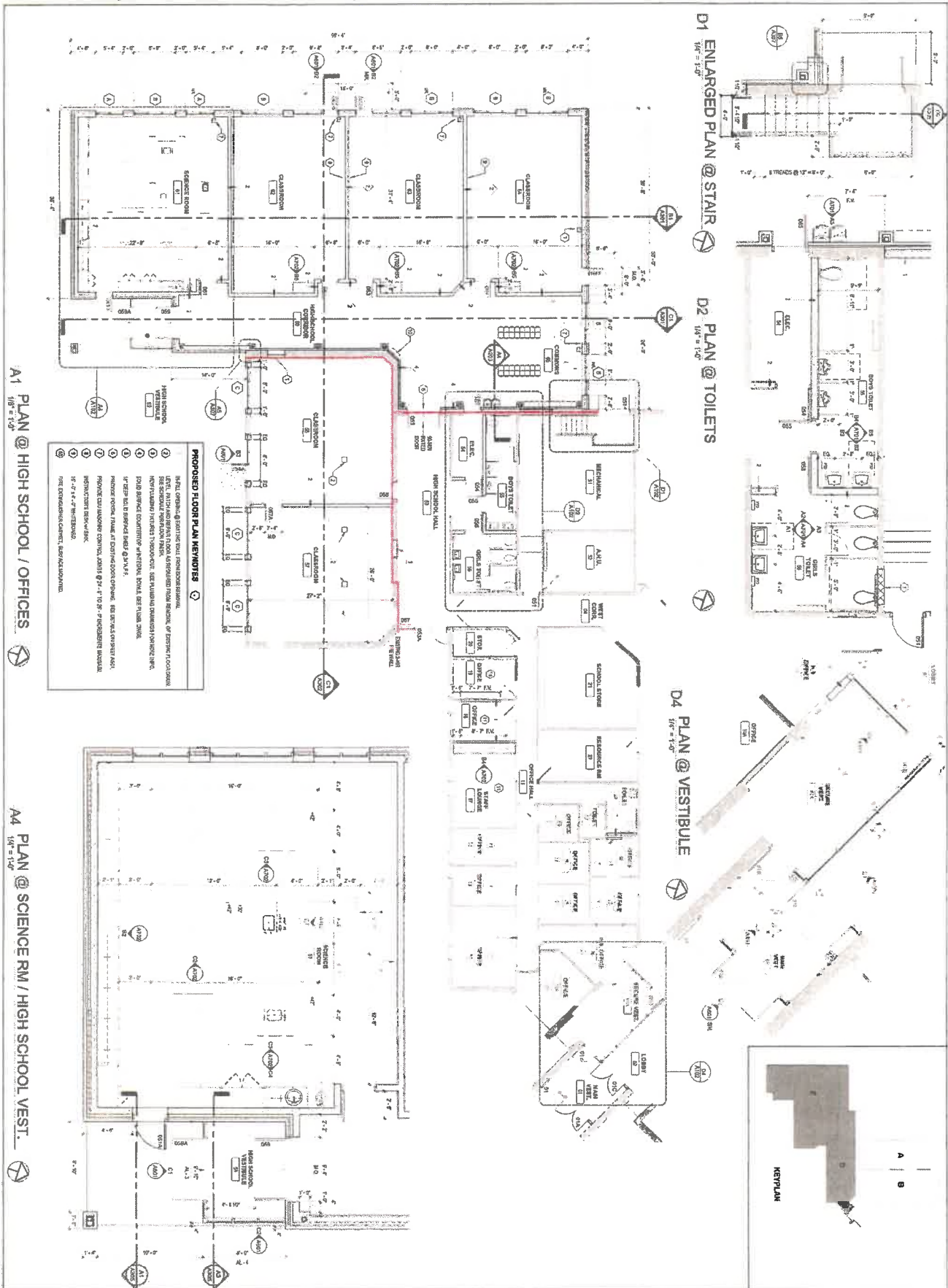
DATE:

04/18/2021

HIGH SCHOOL ADDITION AND RENOVATIONS
OJIBWE CHARTER SCHOOL
BAY MILLS, MI

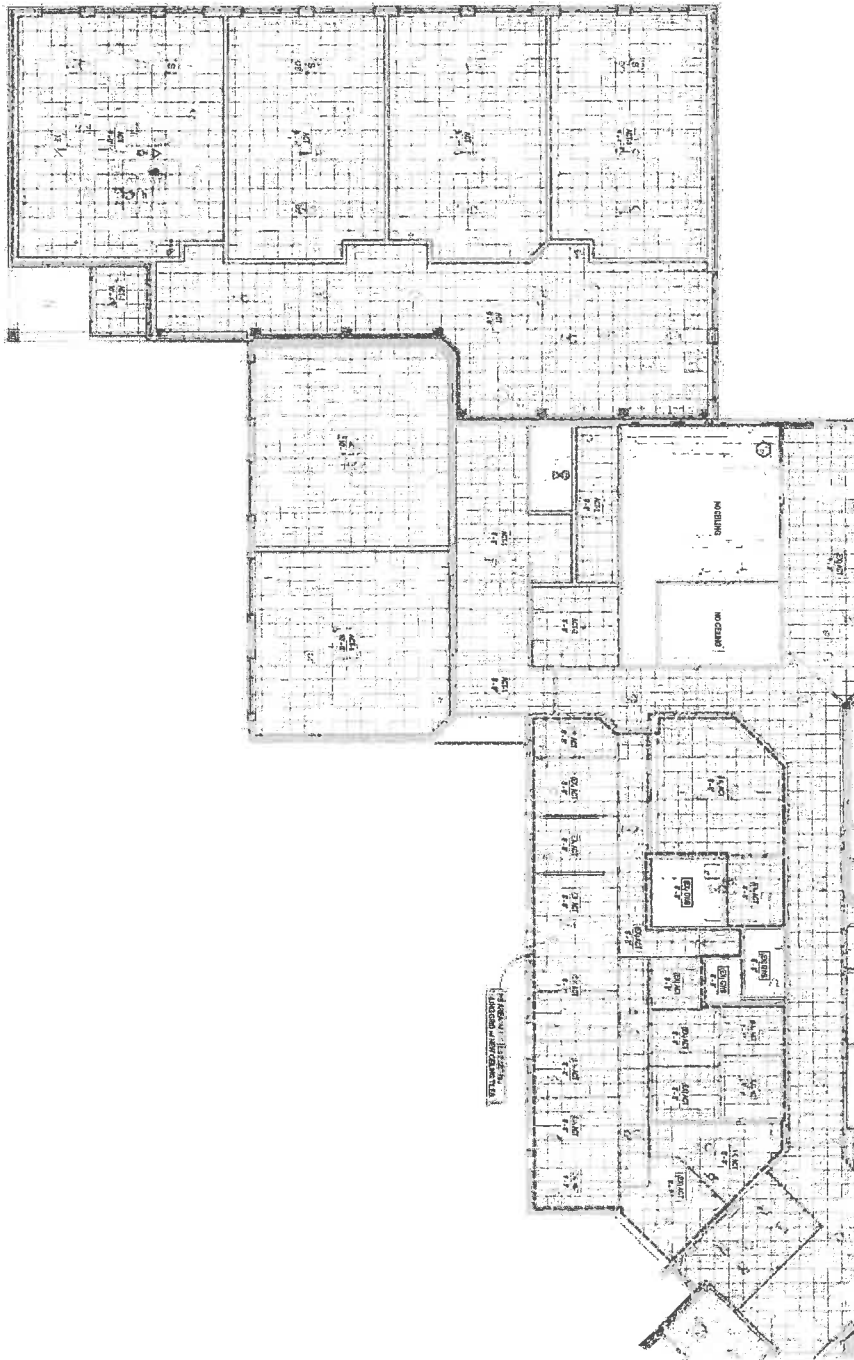


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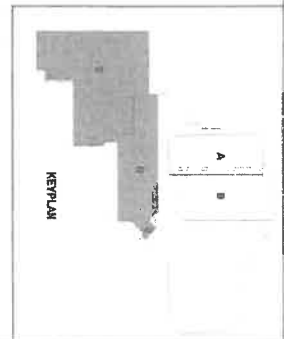


- PROPOSED FLOOR PLAN REVISIONS**
- 1. NEW OFFICE, 10' x 12' x 10' (NEW OFFICE)
 - 2. NEW OFFICE, 10' x 12' x 10' (NEW OFFICE)
 - 3. NEW OFFICE, 10' x 12' x 10' (NEW OFFICE)
 - 4. NEW OFFICE, 10' x 12' x 10' (NEW OFFICE)
 - 5. NEW OFFICE, 10' x 12' x 10' (NEW OFFICE)
 - 6. NEW OFFICE, 10' x 12' x 10' (NEW OFFICE)
 - 7. NEW OFFICE, 10' x 12' x 10' (NEW OFFICE)
 - 8. NEW OFFICE, 10' x 12' x 10' (NEW OFFICE)
 - 9. NEW OFFICE, 10' x 12' x 10' (NEW OFFICE)
 - 10. NEW OFFICE, 10' x 12' x 10' (NEW OFFICE)
 - 11. NEW OFFICE, 10' x 12' x 10' (NEW OFFICE)
 - 12. NEW OFFICE, 10' x 12' x 10' (NEW OFFICE)
 - 13. NEW OFFICE, 10' x 12' x 10' (NEW OFFICE)
 - 14. NEW OFFICE, 10' x 12' x 10' (NEW OFFICE)
 - 15. NEW OFFICE, 10' x 12' x 10' (NEW OFFICE)
 - 16. NEW OFFICE, 10' x 12' x 10' (NEW OFFICE)
 - 17. NEW OFFICE, 10' x 12' x 10' (NEW OFFICE)
 - 18. NEW OFFICE, 10' x 12' x 10' (NEW OFFICE)
 - 19. NEW OFFICE, 10' x 12' x 10' (NEW OFFICE)
 - 20. NEW OFFICE, 10' x 12' x 10' (NEW OFFICE)

<p>ENLARGED FLOOR PLANS</p> <p>A102</p>	<p>HIGH SCHOOL ADDITION AND RENOVATIONS</p> <p>OJIBWE CHARTER SCHOOL</p> <p>PROJECT NO: OJB-01-165</p> <p>DESIGNED BY: KRC</p> <p>DRAWN BY: RMA</p> <p>CHECKED: KRC</p> <p>APPROVED: JKG</p>	<p>ISSUED FOR:</p> <p>PROJECT</p>	<p>DATE:</p> <p>04/30/21</p>	<p>HIGH SCHOOL ADDITION AND RENOVATIONS</p> <p>OJIBWE CHARTER SCHOOL</p> <p>BAY MILLS, MI</p>	<p>UPEA</p> <p>ENGINEERS & ARCHITECTS</p> <p>www.upea.com</p>
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A2 ENLARGED RCP @ ADDITION
1/8" = 1'-0"



A104	<p>REFLECTED CEILING PLANS</p>	<p>HIGH SCHOOL ADDITION AND RENOVATIONS OJIBWE CHARTER SCHOOL PROJECT NO. OST-01165</p> <p>DESIGNED BY: KRC DRAWN BY: RMA CHECKED: KRC APPROVED: JKG</p>	<p>HIGH SCHOOL ADDITION AND RENOVATIONS OJIBWE CHARTER SCHOOL BAY MILLS, MI</p> <p>ISSUED FOR: DATE: 04/19/2011</p>	<p>UPEA ENGINEERS & ARCHITECTS www.upea.com</p>
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REFLECTED
CEILING PLANS

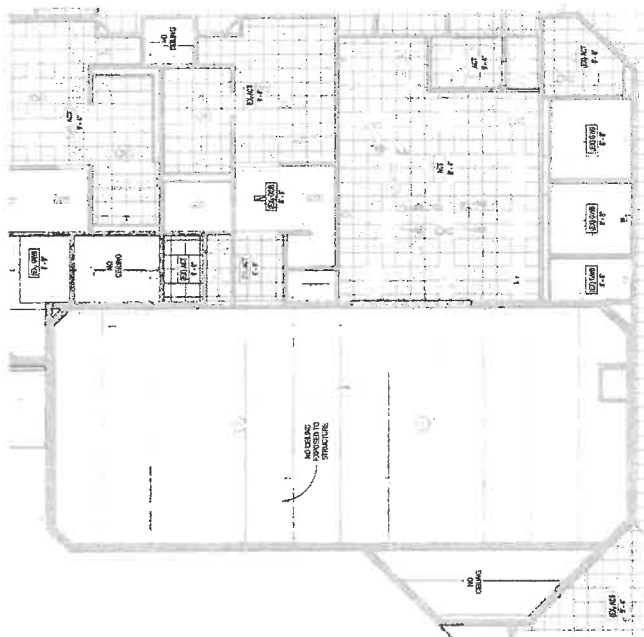
HIGH SCHOOL ADDITION AND
 RENOVATIONS
 OJIBWE CHARTER SCHOOL
 PROJECT NO. 037-01185
 DESIGNED BY: KRC
 DRAWN BY: RMA
 CHECKED: KRC
 APPROVED: JKG

ISSUED FOR:

DATE: 01/27/2021

**HIGH SCHOOL ADDITION AND
RENOVATIONS
OJIBWE CHARTER SCHOOL
BAY MILLS, MI**

A4: RCP  MULTI-PURPOSE / KITCHEN 1/8" = 1'-0"



KEYPLAN

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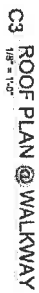
5

4

5

2

490

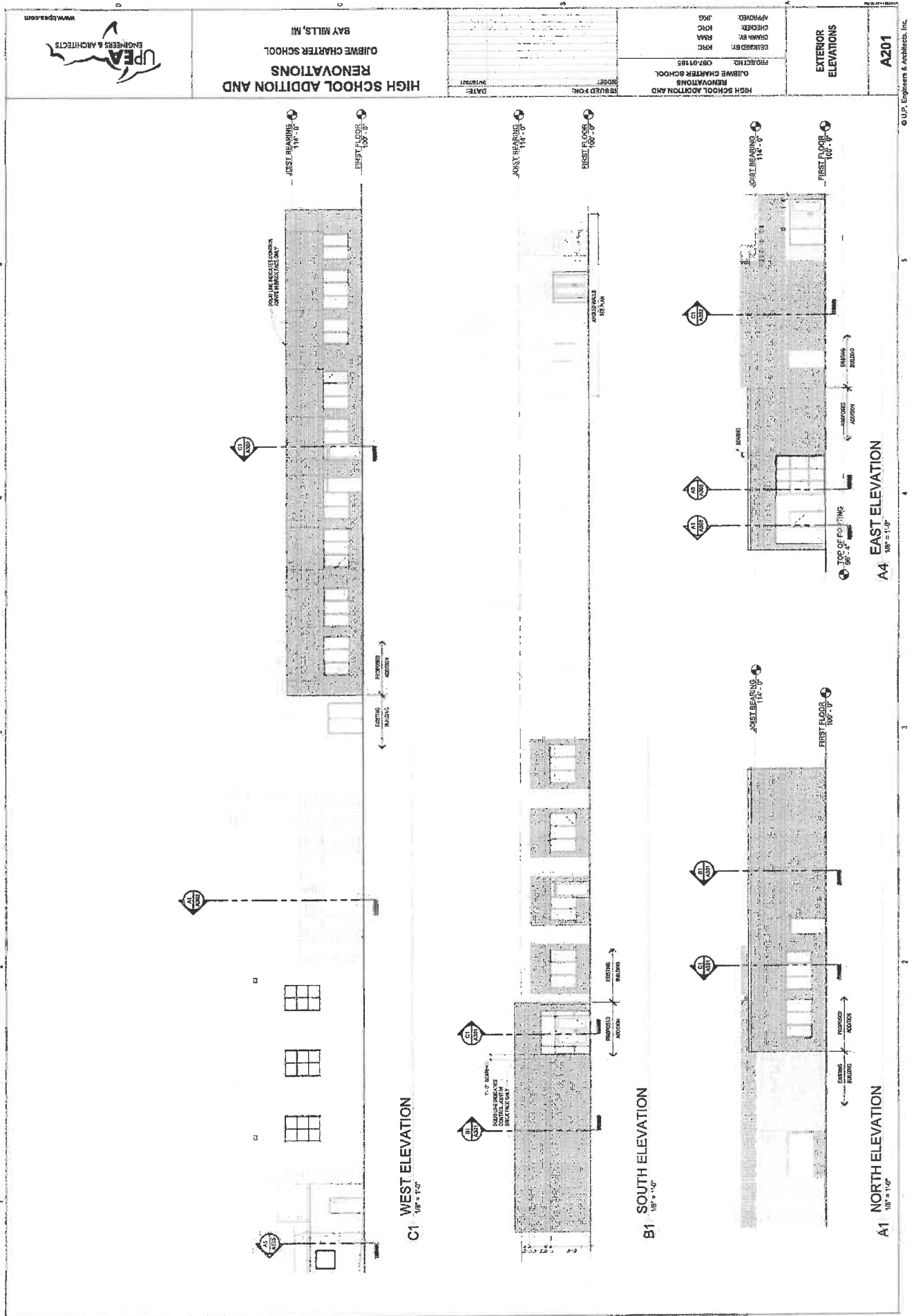


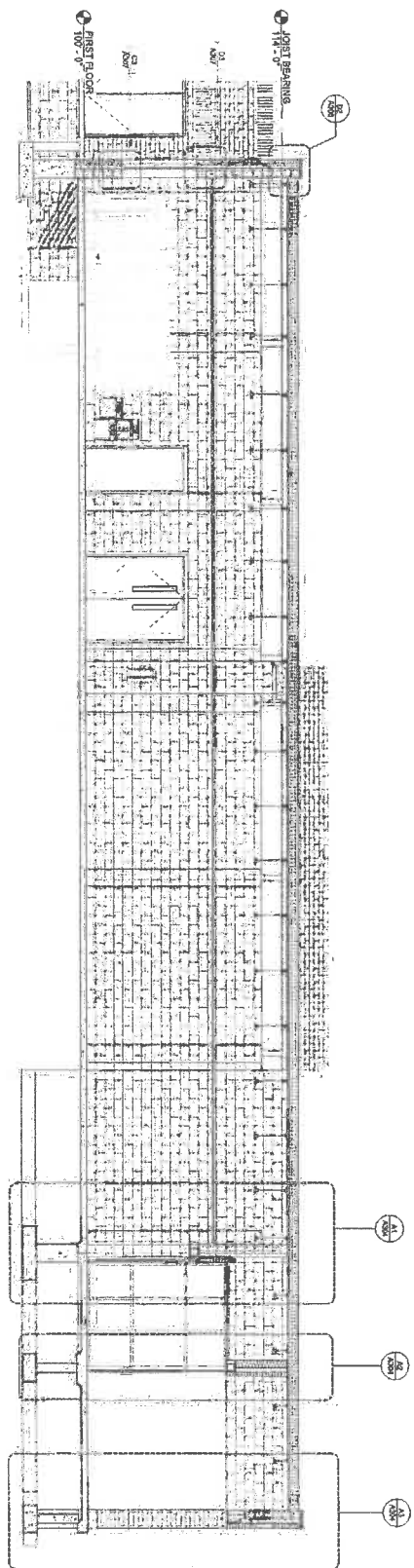
www.upsa.com

**HIGH SCHOOL ADDITION AND
RENOVATIONS
OJIBWE CHARTER SCHOOL**

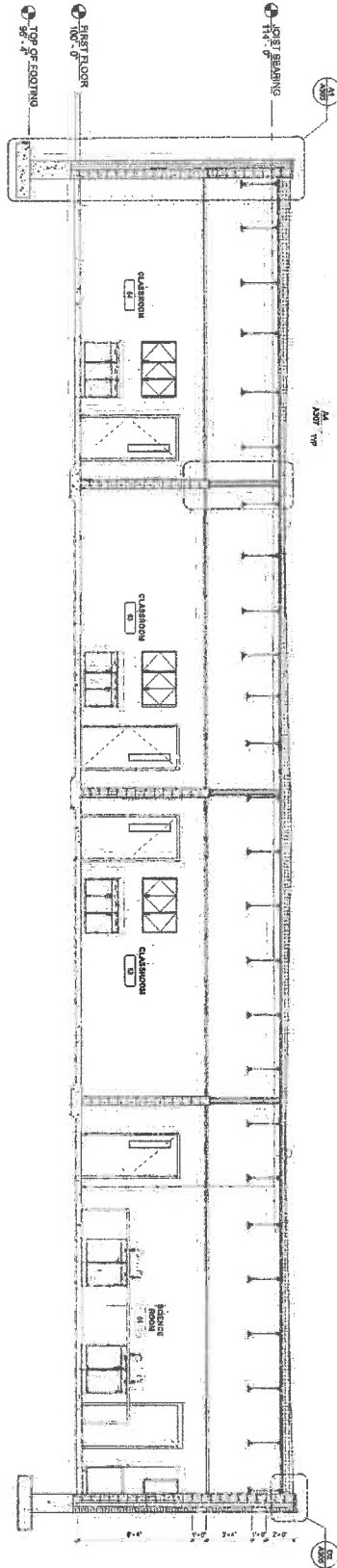
PROJECT NO:	097-01185
DESIGNED BY:	KRC
DRAWN BY:	RMA
CHECKED:	KRC
APPROVED:	JKG

A106






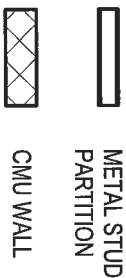
C1 NORTH / SOUTH SECTION 2
1/8" = 1'-0"



B1 NORTH / SOUTH SECTION 1
1/8" = 1'-0"

BUILDING SECTIONS A301	HIGH SCHOOL ADDITION AND RENOVATIONS OJIBWE CHARTER SCHOOL		ISSUED FOR: PROJECT:	DATE: 04/15/2011	HIGH SCHOOL ADDITION AND RENOVATIONS OJIBWE CHARTER SCHOOL BAY MILLS, MI	 www.upea.com
	PROJECT NO.: 087-01165		DESIGNED BY: KRC			
	DRAWN BY: RMA		CHECKED BY: KRC			
	APPROVED BY: JKG					

INTERIOR WALL KEY

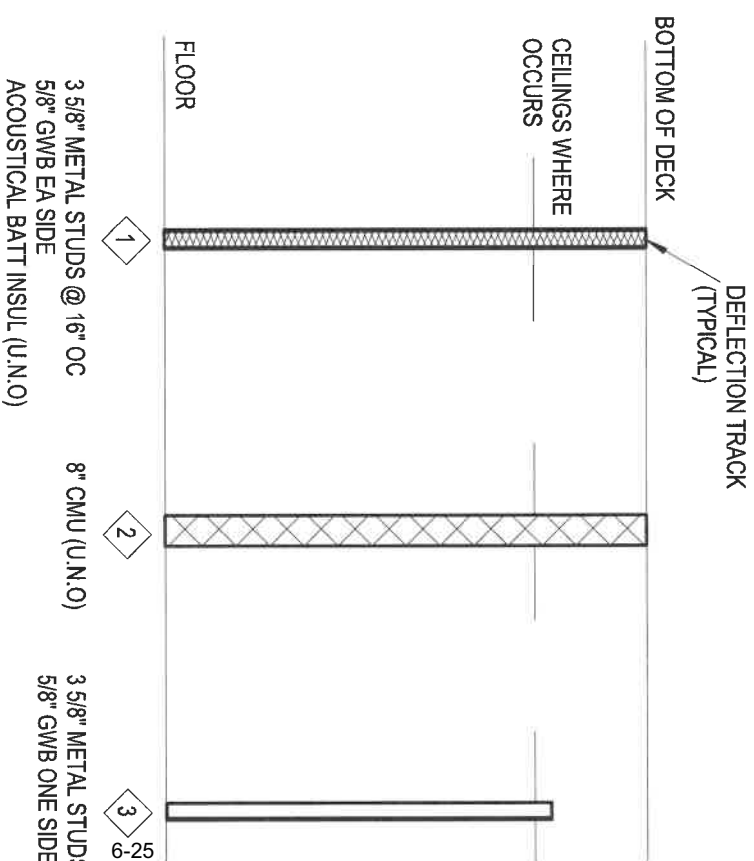


WALL NOTES:

1. ALL INTERIOR PARTITION WALLS SHALL BE TYPE 1
2. ALL INTERIOR CMU WALLS SHALL BE TYPE 2
3. ALL AREAS SHOWN ON ROOM FINISH SCHEDULE AS C.T., SEE SPECIFICATIONS FOR BACKER.
4. ALL INTERIOR METAL STUD PARTITIONS TO RECEIVE FULL THICKNESS FIBERGLASS BATT SOUND INSULATION, SET STUD TRACKS IN CONTINUOUS BED OF ACOUSTIC SEALANT, TOP AND BOTTOM, PROVIDE CONTINUOUS ACOUSTIC SEALANT AT TOP AND BOTTOM OF GWB.

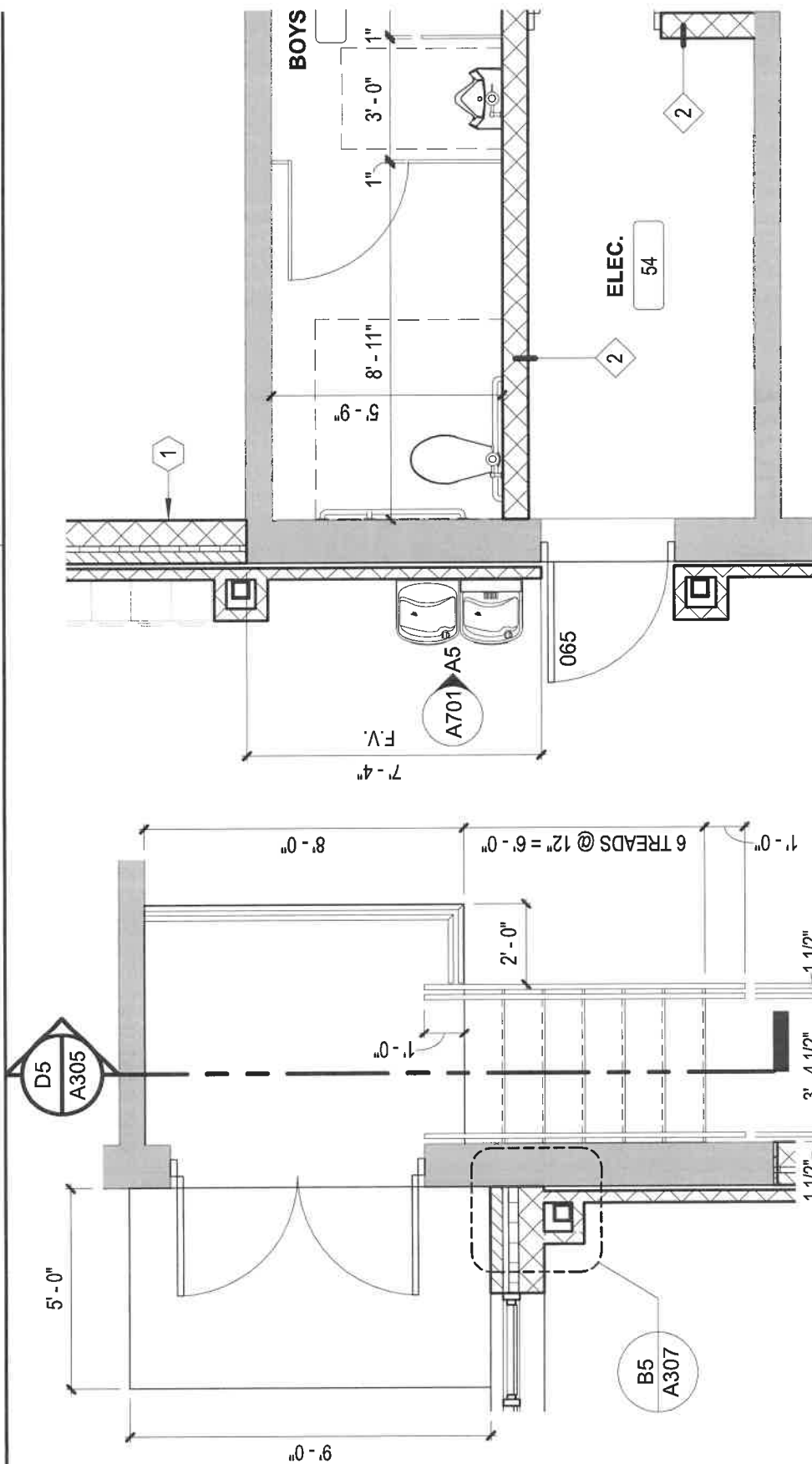
WALL LEGEND

1/4" = 1'-0"



INFILL OPENING @ EXISTING
EXTERIOR WALL FROM SECOND
FLOOR DOOR REMOVAL



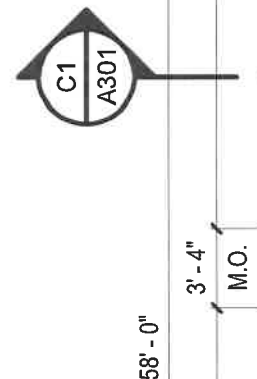
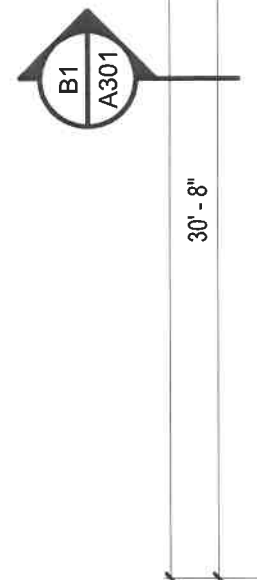


ENLARGED PLAN @ STAIR

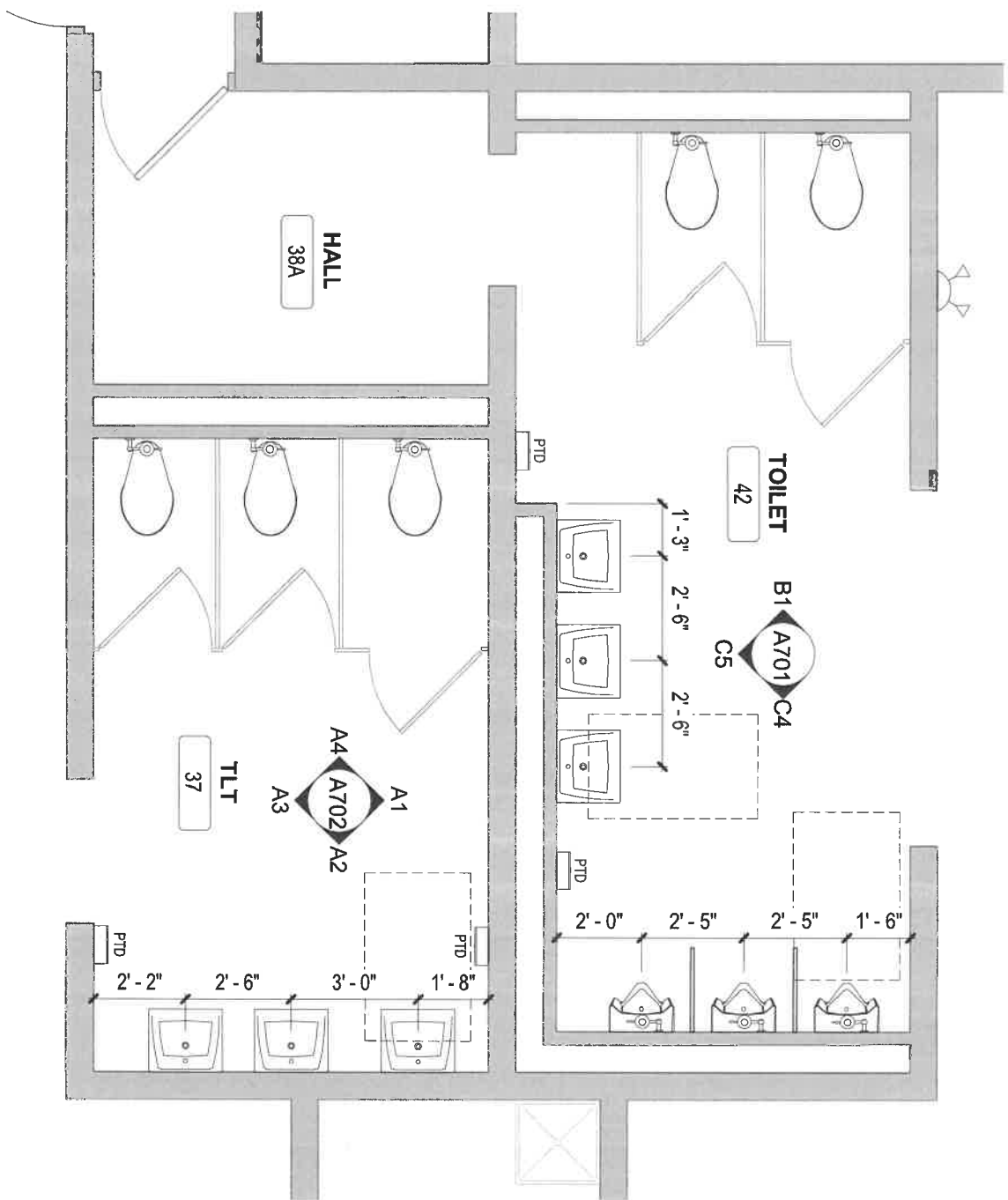
1/4" = 1'-0"



PLAN@T

 $1/4" = 1'-0"$ 

D



D1

ENLARGED PLAN @ TOILET RENOVATIONS 2

1/4" = 1'-0"

150532 111933-6117

Figure 1

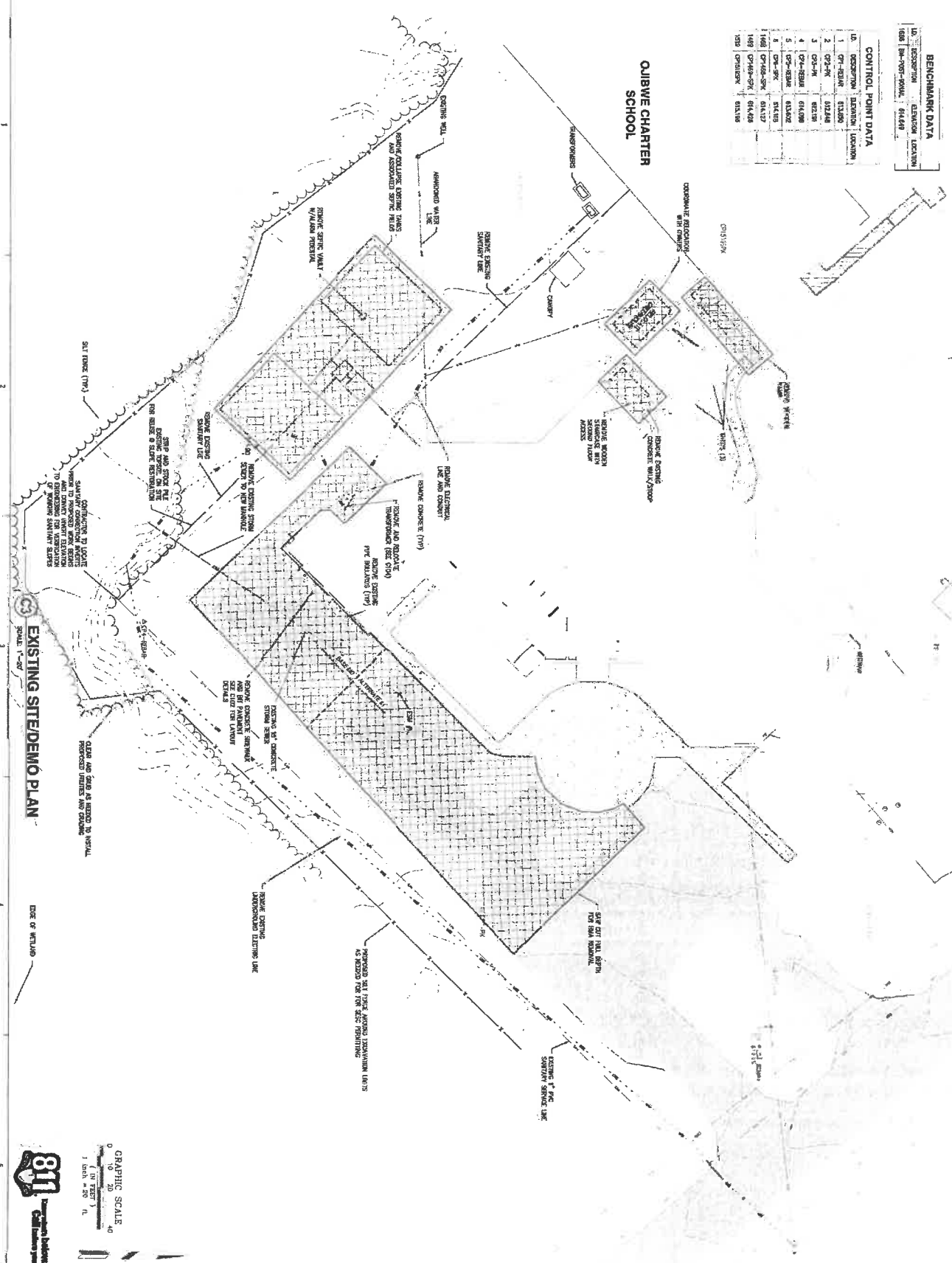
BENCHMARK DATA

ID	DESCRIPTION	ELEVATION	LOCATION
100	BM-NOT-FOUND	84.49	

CONTROL POINT DATA

ID	DESCRIPTION	ELEVATION	LOCATION
1	CP-1-2014	83.24	
2	CP-2-14	83.24	
3	CP-3-14	83.24	
4	CP-4-2014	83.24	
5	CP-5-2014	83.24	
6	CP-6-2014	83.24	
7	CP-7-2014	83.24	
8	CP-8-2014	83.24	
9	CP-9-2014	83.24	
10	CP-10-2014	83.24	
11	CP-11-2014	83.24	
12	CP-12-2014	83.24	
13	CP-13-2014	83.24	
14	CP-14-2014	83.24	
15	CP-15-2014	83.24	
16	CP-16-2014	83.24	
17	CP-17-2014	83.24	
18	CP-18-2014	83.24	
19	CP-19-2014	83.24	
20	CP-20-2014	83.24	

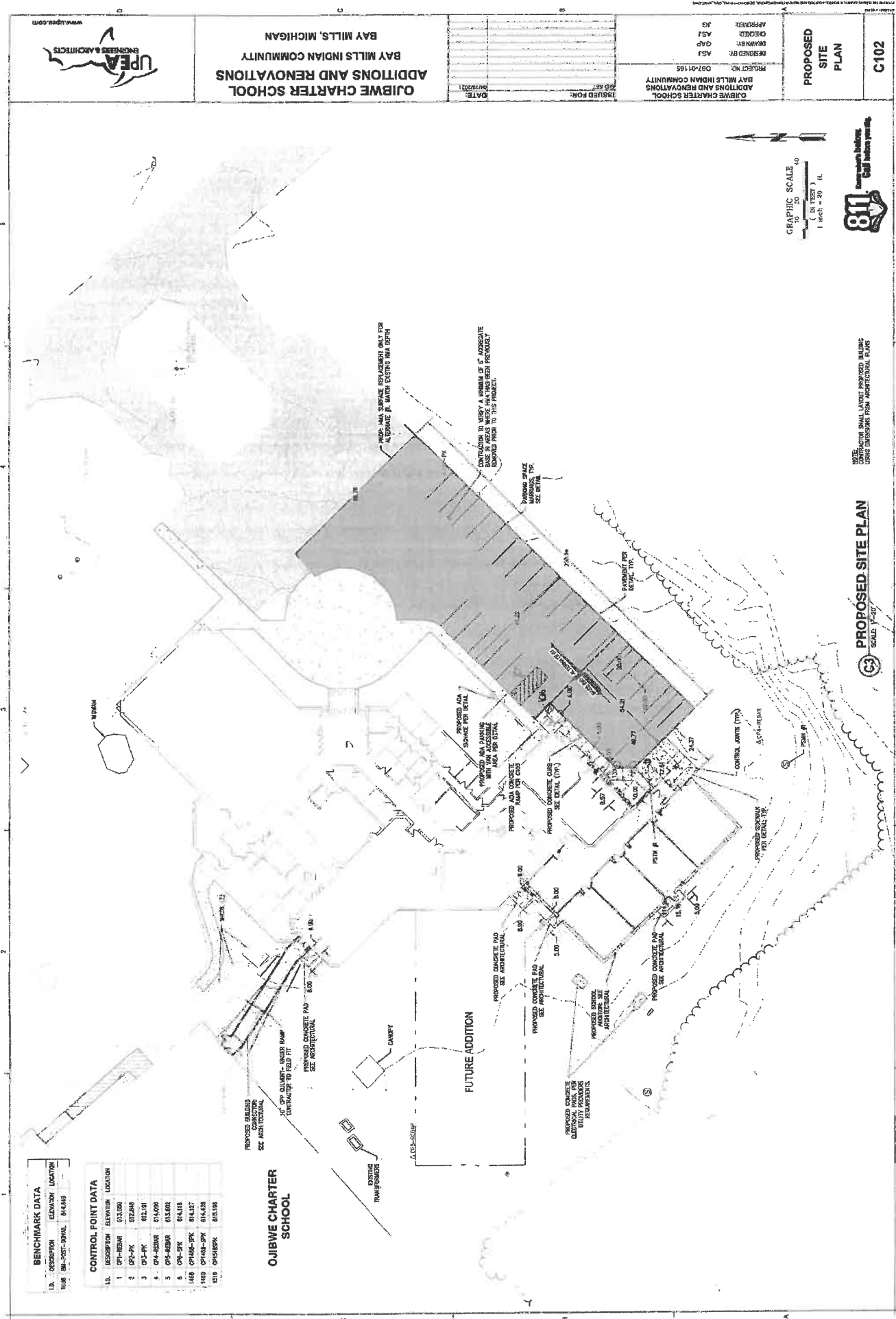
OJIBWE CHARTER SCHOOL



EXISTING SITE/DEMO PLAN



EXISTING SITE/DEMO PLAN C101	OJIBWE CHARTER SCHOOL ADDITIONS AND RENOVATIONS BAY MILLS INDIAN COMMUNITY PROJECT NO: OJ7-01165		ISSUED FOR: N/A SET	DATE: 04/16/2021	OJIBWE CHARTER SCHOOL ADDITIONS AND RENOVATIONS BAY MILLS INDIAN COMMUNITY BAY MILLS, MICHIGAN	 www.upea.com
	DESIGNED BY: ASJ	CHECKED BY: JG				
	DRAWN BY: GAP	APPROVED BY: JG				



BENCHMARK DATA

NO.	DESCRIPTION	ELEVATION	LOCATION
1	BM-POST-OFFICE	814.445	

CONTROL POINT DATA

NO.	DESCRIPTION	ELEVATION	LOCATION
1	CP1-MEAN	813.000	
2	CP2-PK	812.245	
3	CP3-PK	812.181	
4	CP4-REAR	811.606	
5	CP5-REAR	813.602	
6	CP6-SPK	814.118	
148	CP148-SPK	814.127	
149	CP149-SPK	814.429	
150	CP150-SPK	815.109	

OJIBWE CHARTER SCHOOL

**OJIBWE CHARTER SCHOOL
ADDITIONS AND RENOVATIONS
BAY MILLS INDIAN COMMUNITY
BAY MILLS, MICHIGAN**



PROPOSED SITE PLAN

PROJECT NO. 082-01165
 DESIGNED BY: ASJ
 CHECKED BY: ASJ
 APPROVED BY: JG

C102



NOTE: CONTRACTOR SHALL LANDLIFT PROPOSED BUILDING USING DIMENSIONS FROM ARCHITECTURAL PLANS

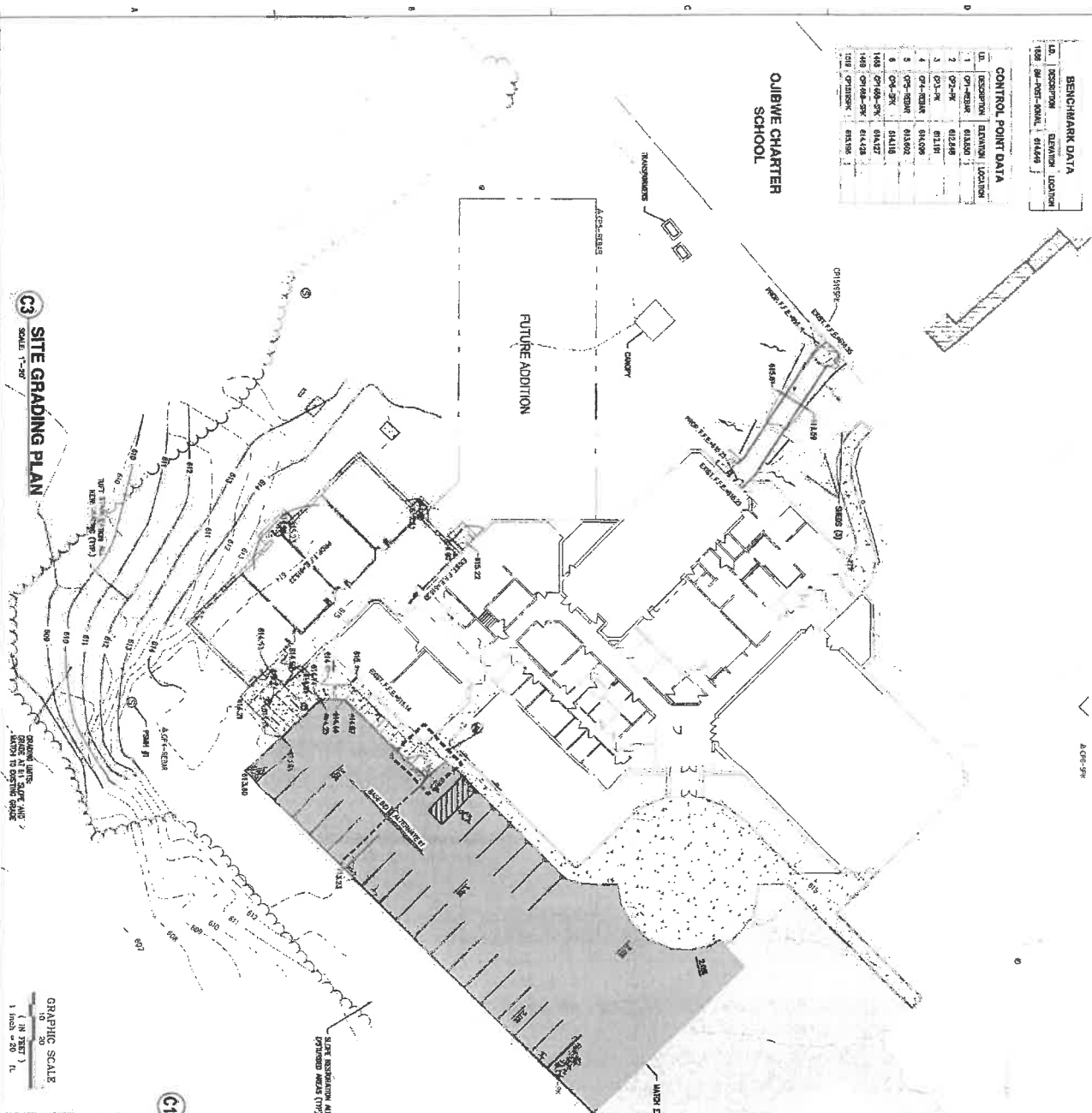
PROPOSED SITE PLAN
SCALE: 1"=40'

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BENCHMARK DATA	
STA.	ELEVATION
1000	61.400

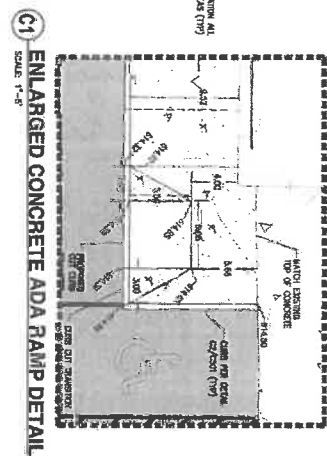
CONTROL POINT DATA			
NO.	DESCRIPTION	ELEVATION	LOCATION
1	CP-1-1	61.248	
2	CP-1-2	61.248	
3	CP-1-3	61.248	
4	CP-1-4	61.248	
5	CP-1-5	61.248	
6	CP-1-6	61.248	
7	CP-1-7	61.248	
8	CP-1-8	61.248	
9	CP-1-9	61.248	
10	CP-1-10	61.248	
11	CP-1-11	61.248	
12	CP-1-12	61.248	
13	CP-1-13	61.248	
14	CP-1-14	61.248	
15	CP-1-15	61.248	
16	CP-1-16	61.248	
17	CP-1-17	61.248	
18	CP-1-18	61.248	
19	CP-1-19	61.248	
20	CP-1-20	61.248	

OJIBWE CHARTER SCHOOL



C3 SITE GRADING PLAN
SCALE: 1"=20'

GRAPHIC SCALE
(1"=20')



C1 ENLARGED CONCRETE ADA RAMP DETAIL
SCALE: 1"=2'



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C103	SITE GRADING PLAN	OJIBWE CHARTER SCHOOL ADDITIONS AND RENOVATIONS BAY MILLS INDIAN COMMUNITY		ISSUED FOR: BAY MILLS	DATE: 11/18/2021
		PROJECT NO:	C97-01165		
		DESIGNED BY:	ASJ		
		DRAWN BY:	GAP		
		CHECKED:	ASJ		
		APPROVED:	JG		

OJIBWE CHARTER SCHOOL ADDITIONS AND RENOVATIONS
 BAY MILLS INDIAN COMMUNITY
 BAY MILLS, MICHIGAN



**United States
Department of Interior
Bureau of Indian Affairs**

TRIBAL LEASE

THIS "LEASE", is made and entered into between the BAY MILLS INDIAN COMMUNITY, located at 12140 W. Lakeshore Dr. Brimley, MI 49715, hereinafter designated as "LESSOR", and the OJIBWE CHARTER SCHOOL, a Michigan public school academy, organized and operating pursuant to the Revised School Code, MCL 380.1 et seq., as amended, located at 12099 W. Lakeshore Drive, Brimley, MI 49715, upon the Bay Mills Indian Reservation, hereinafter designated as "LESSEE".

RECITALS

WHEREAS, the Lessor owns a parcel ("Waishkey Lot") of real property containing improvements; and

WHEREAS, upon Waishkey Lot is an improvement that may, with appropriate upgrades, be useable as a K- 1 2 public school ("Premises"); and

WH ERE AS, Lessor desires to allow Lessee to utilize the Premises for the educational purposes for which Lessee has been established, but is aware that the condition of the existing improvements will need to be addressed, should Lessee desire to utilize the location for a public school on a permanent basis; and

WH ERE AS, Lessee is a Michigan Public School Academy, authorized by the Bay Mills Community College (the "Authorizer") that desires to locate its public-school operations on the property owned by the Lessor; and

WHEREAS, to construct a new, permanent improvement on the Premises that adequately meets its needs as a Michigan Public School Academy.

NOW THEREFORE, for mutual consideration, the adequacy of which is hereby acknowledged, the Parties do agree to the following:

1. **SECRETARIAL APPROVAL.** As used in this Lease, the term "Secretary" means the Secretary of the Interior or his duly authorized representative. This Lease is subject to the approval of the Secretary pursuant to the Act of August 9, 1995, 69 Stat. 539, as amended: 25 U.S.C. 415.
2. **PREMISES.** Lessor, as authorized by law and in accordance with General Tribal Council Resolution No. 22-04-13B, hereby leases to Lessee the real property situated on the Bay Mills Reservation, County of Chippewa, State of Michigan, that is described in Attachment "A," encompassing the Premises and all improvements therein subject to the use restrictions set forth below.
3. **USES OF PREMISES.** The object of this Lease is to enable Lessee to utilize the Premises to operate a Michigan Public School Academy, as that term is defined in the Revised School Code, MCL 380.1, et seq.
4. **TERM AND TERMINATION.** Lessee shall have and hold the Premises for a term beginning April 13, 2022 and ending June 25, 2028.

- a. This Lease may not be terminated by either party as long as the Lease and/or any improvements on the Premises, or any interest therein, are mortgaged or otherwise pledged as security for any loan in accordance with the provisions hereof by Lessee, unless consent in writing to such termination is given by the lender.
- b. This Lease shall automatically renew for additional terms of 8 years, so long as Lessee, or a successor in interest, still operates the Premises.
- c. This Lease will automatically terminate if Lessee does not have a charter contract or is unable to operate a Michigan Public School Academy on the Premises.
- d. Lessee may also terminate this Lease at any time upon providing ninety (90) days' prior written notice.

5. RENT.

- a. Rent is fixed at thirty thousand dollars (\$30,000.00) per annum for the entire Term of this Lease and any renewals thereof to be made on the first of each month in installments two thousand five hundred dollars (\$2,500.00). Late payments shall be charged an interested rate of 3% per month.
- b. Should the lease of the OCS Parcel to Lessee expire or be terminated the rent amount hereunder shall increase to sixty thousand dollars (\$60,000.00) to be made on the first of each month in installments five thousand dollars (\$5,000.00). starting at next monthly installment due Late payments shall be charged an interested rate of 3% per month.

- 6. UTILITIES, MAINTENANCE, SNOW REMOVAL, REPAIRS.** Lessee shall, at its expense, provide the Premises with all utility services desired by Lessee, including water, sewer, electricity, and natural gas. Lessee shall be responsible for installation and maintenance utility services from the main line connections into the facility. Lessee shall be responsible to maintain the Premises in good repair, which responsibility includes building maintenance and provision of custodial services. Lessor shall be responsible for snow removal, lawn maintenance and trash pickup.

- 7. IMPROVEMENTS.,** All buildings or other improvements now existing on the Premises shall be the leasehold property of the Lessee during the term of this Lease, including any extension or renewal thereof, as are any additional improvements constructed thereupon during the Term or any extension or renewal thereof. If historic properties, archeological resources, human remains, or other cultural items not previously reported are encountered during the course of any activity associated with this lease, all activity in the immediate vicinity of the properties, resources, remains, or items will cease and the lessee will contact the Secretary of the Interior and the Lessor to determine how to proceed and appropriate disposition. Upon termination of the Lease, ownership of any and all improvements shall revert to the Lessor: (i) unless separately agreed by the Parties (ii) unless transfer of ownership to the Lessor would cause any tax-exempt bond-financed improvements to become subject to tax or other penalty, or (iii) unless transfer of ownership to the Lessor would violate Mich. Const. Art. IX, Sec. 18, upon which the Lessor shall pay to Lessee a reasonable value for the improvements. All fixtures purchased by Lessee shall be owned by Lessee.

- 8. USE RIGHTS/ RESERVATION OF USE RIGHTS.** Lessee, upon faithful performance of the terms, covenants, and conditions hereof, may quietly and peaceably have, hold, and enjoy the Premises to which it may also make improvements thereon to effectuate the intended use of the Premises as set forth in this Agreement. Upon expiration of the term, or

any renewal term or extension period thereafter, and subject to the last sentence of Paragraph 7 the Lessee shall, upon demand, surrender to Lessor complete and peaceable possession of the Premises. No party other than Lessee shall have an ongoing right to occupy the building, site, or physical plant without providing written notice to the CSO Director thirty (30) days prior to such occupancy except as identified in Attachment B.

9. **NO REPRESENTATIONS.** Lessee accepts the Premises in its condition on the date of this Lease, "AS IS" and without any representations or warranties of any kind, express or implied, by Lessor. This Agreement is not made in reliance upon any representation whatsoever.

10. **FEDERAL SUPERVISION.**

- a. Nothing contained in the Lease shall operate to delay or prevent a termination of Federal responsibilities with respect to the premises by issuance of a fee patent, the lifting of restrictions on alienation, or otherwise during the term of the Lease; such termination, however, shall not serve to abrogate the lease.
- b. No member of Congress nor any delegate thereto or any Resident Commissioner shall be admitted to any part of this Lease or to any benefit that may arise therefrom.
- c. The Parties each agree not to use or cause to be used any part of said premises for any unlawful conduct or purpose.
- d. The Secretary of Interior has the right, at any reasonable time during the term of the Lease and upon reasonable notice to enter the Premises for inspection to ensure compliance with applicable Federal laws and regulations. Any failure by the Lessee to cooperate with the Secretary of the Interior to make appropriate records, reports, or other information available for inspection or duplication shall be a violation of this Lease.
- e. The obligations of the lessee to the Indian landowners are also enforceable by the United States, so long as the land remains in trust or restricted status.

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

12. **INSURANCE.** The Lessee will Procure and keep in effect during the Term hereof commercial general liability insurance on an occurrence basis with limits of at least one million dollars (\$1,000,000) per occurrence, with a two million dollar (\$2,000,000) annual general aggregate. Such policy shall include coverage for bodily injury, property damage, premises and operations, personal and advertising injury, sexual abuse & molestation, corporal punishment, and contractual liability insurance that covers the indemnification obligations of this Agreement, if any. Not more frequently than three (3) years, if, in the reasonable opinion of the Lessor, the amount of the liability insurance required hereunder is not adequate, Lessee shall promptly increase said insurance coverage as reasonably required by the Lessor.

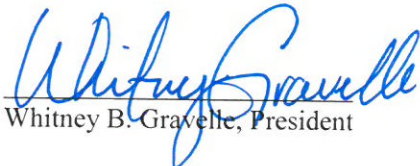
- a. The Lessor shall be included as an additional insured on a Primary and Non-Contributory basis and shall contain a provision that it may not be cancelled without at least thirty (30) days prior written notice being given by the insurer to the Lessor. Lessee agrees to deliver certificates of all insurance required hereunder to Lessor. Further Lessee agrees to provide compete copies of all policies to the Lessor upon receipt of the same, provided that receipt by Lessor

of such policies shall not be deemed by Lessor to be an acceptance of such coverage to the extent it conflicts with the requirements of this Lease.

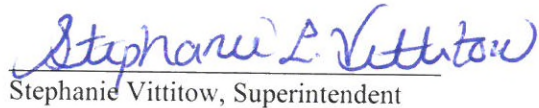
13. **HAZARDOUS MATERIAL LIABILITY.** Lessee has no liability or obligation pursuant to this Lease to investigate, clean, remove, remediate, or otherwise deal with hazardous material present at the site prior to the Lessee occupying the Premises. Such liabilities are the responsibility of Lessor and Lessee is hereby indemnified for any damages or litigation caused or arising out of the condition of the Premises, including any improvements thereon that are in existence at the time of this Agreement. The lessee indemnifies the United States and the Indian landowners against all liabilities or costs relating to the use, handling, treatment, removal, storage, transportation, or disposal of hazardous materials, or release or discharge or any hazardous material from the leased premises that occurs during the lease term, regardless of fault, with the exception that the lessee is not required to indemnify the Indian landowners for liability or cost arising from the Indian landowner's negligence or willful misconduct.
14. **ACCESS TO DOCUMENTS.** Lessor agrees that it shall provide to Lessee all lease and physical plant records related to the Premises for use by its independent auditor or the Bay Mills Charter Schools Office.
15. **ASSIGNMENT.** Except as otherwise provided herein, Lessee shall not assign this Lease without the prior written consent of the Lessor and the Secretary of the Interior, or, if this Lease and/or any improvements on the premises are mortgaged or pledged as security for a loan, without the written approval of the lender. Lessee may assign this Lease or deliver possession of the premises, including any improvements thereon, to the lender if Lessee defaults in any mortgage or other loan agreement for which the Lease and/or improvements on the premises are pledged as security, and, in such event, the lender in turn may transfer this Lease or possession of the premises to a successor lessee subject to the approval of Lessor. Nothing in this Lease shall prevent the Lessee from executing and recording a mortgage, declaration of trust and/or other security instrument as may be necessary to obtain financing for the construction and/or improvement of education- related building, or shall prevent the mortgagee or other lender from foreclosing or instituting other appropriate proceedings under law in the event of default of any mortgage or other loan agreement by the Lessee. Lessee may not execute a mortgage, declaration of trust or other security instrument pledging its interest in this Lease or any improvements on the premises without the prior consent of Lessor and the approval of the Secretary.
16. **LESSOR'S RIGHT OF FIRST REFUSAL.** In the event of default by the Lessee on any mortgage or other loan agreement for which this Lease or any improvements on the premises are pledged as security, Lessor shall have the right of first refusal to acquire the Lessee's interest in the premises (subject to all valid liens and encumbrances) upon (a) payment of all sums then in arrears, and (b) either payment of the balance of the loan or assumption of the mortgage. Said right of first refusal may be exercised at any time within thirty (30) days after notice in writing from the lender of Lessee's default, which notice shall be given before the lender invokes any other remedies provided under the mortgage or by law, and shall be exercised by notice in writing from the Lessor to the Lessee and the lender; provided, however, that the Lessee shall have fifteen (15) days from the date of the latter notice to cure the default. The estate acquired by the Lessor through the exercise of said right of first refusal shall not merge with any other estate or title held by the Bay Mills Indian Community as long as this Lease and/or any improvements on the premises are mortgaged or otherwise pledged as security for any loan, and said estate shall remain subordinated to any valid and subsisting mortgage or other security instrument.

17. **EFFECTIVE DATE.** This lease and all its terms and provisions shall be binding upon the successors, administrators and assigns of the and any successor in interest to the Lessor, and shall take effect upon approval of the Secretary of the Interior and the Authorizer.
18. **OBLIGATIONS TO THE UNITED STATES AND LESSOR.** It is understood and agreed that while the leased premises are in trust or restricted status, all of the Lessee's obligations under this Lease, and the obligations of its sureties, are to the United States as well as the legal owner of the land. This Lease is subject to all applicable Federal laws despite their not being specifically incorporated herein. In addition, this Lease is subject to the applicable laws of the Bay Mills Indian Community, as well as the laws of the State of Michigan where not otherwise preempted.
19. **AMENDMENT.** This Lease may only be amended in writing by a document that is executed and acknowledged by the Parties, which document shall only be effective upon the review and non-disapproval by the Bay Mills Charter Schools Office and approval by the Secretary of the Interior. Lessee is not prohibited from waiving its governmental immunity or require an its governing body to assert, waive or not waive its governmental immunity.
20. **HOLD HARMLESS and INDEMNIFICATION.**
- a. Lessee holds the United States and the Indian landowners harmless from any loss, liability or damages resulting from the lessee's use or occupation of the leased premises.
 - b. Lessor will indemnify Lessee for damages or litigation caused by the condition of the physical plant, if those damages or litigation are caused by the Lessor's use or prior use of hazardous material at the physical plant.

BAY MILLS INDIAN COMMUNITY


Whitney B. Gravelle, President

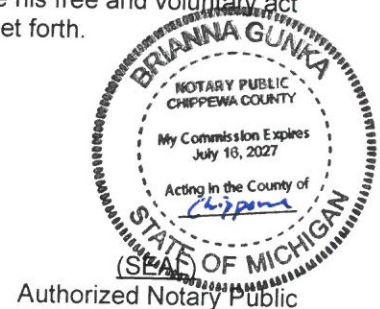
OJIBWE CHARTER SCHOOL


Stephanie Vittitow, Superintendent

Bay Mills Indian Community TRIBE) ss:

I, Brianna Gunka, an authorized notary public of the **State of Michigan**, do hereby certify that Whitney B. Gravelle, President of the Lessor under the foregoing Lease, personally appeared before me and is known or proved to me to be the person who, being informed of the contents of the foregoing Lease, has executed same, and acknowledge said Lease to be his free and voluntary act and deed and that he executed said Lease for the purposes and uses therein set forth.

Brianna Gunka
Notary Public
Chippewa County, Michigan
My Commission Expires: 07/16/2027

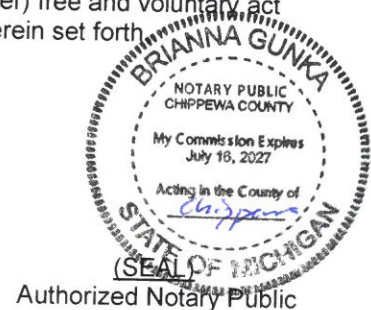


Witness my hand and official seal this 10 day of May, 2022.

Bay Mills Indian Community TRIBE) ss:

I, Brianna Gunka, an authorized notary public of the **State of Michigan**, do hereby certify that the Lessee, Stephanie Vittitow, under the foregoing Lease, personally appeared before me and is sworn or proved to me to be the person who, being informed of the contents of the foregoing Lease has executed same, and acknowledge said Lease to be his (her) free and voluntary act and deed and that he (she) executed said Lease for the purposes and uses therein set forth.

Brianna Gunka
Notary Public
Chippewa County, Michigan
My Commission Expires: 07/16/2027



Witness my hand and official seal this 24 day of May, 2022.

Approved pursuant to authority delegated to the Assistant Secretary -Indian Affairs by 209 DM 8, 230 DM 1, 3 IAM 4, Release No. 21-37, dated 05/25/2021.

Jason D. Oberle
Jason D. Oberle
Agency Superintendent

6/16/2022
Date

CONTRACT SCHEDULE 7

REQUIRED INFORMATION FOR
PUBLIC SCHOOL ACADEMY

SCHEDULE 7

REQUIRED INFORMATION FOR PUBLIC SCHOOL ACADEMY

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

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

SECTION A
GOVERNANCE STRUCTURE

Schedule 7a

Governance Structure

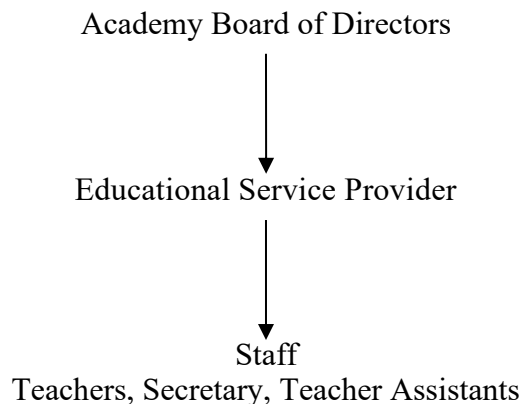
The College Board shall appoint the Board of Directors of the Academy (“Academy Board”). The Academy Board has all the powers and duties permitted by law to manage the business, property and affairs of the Academy. The Academy Board is responsible for assuring that the Academy operates according to the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

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

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

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

The Governance Structure of the Academy:



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

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

Ann Cameron, President	Term Ending June 30, 2027
Robin W. Teeple, Treasurer	Term Ending June 30, 2028
Aaron Tadgerson, Secretary	Term Ending June 30, 2026
Norman Ball, Jr., Vice President	Term Ending June 30, 2027
Angela Johnston, Trustee	Term Ending June 30, 2028

SECTION B

EDUCATIONAL GOALS

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

Educational Goal to be Achieved:

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

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

Measure 1: Student Achievement

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

GRADES	METRICS	ACHIEVEMENT TARGETS
Grades 2-8 NWEA	The average grade-level scores in reading and math as measured by the Measure of Academic Progress (MAP) by NWEA	Students enrolled for three* or more years will on average achieve scores equal to or greater than the grade-level reading and math college readiness achievement targets identified in this schedule.
Grade 3-8 State Accountability Test (M-STEP and PSAT at Contract start date)	Percentage of students proficient on State Accountability Test	Students enrolled for three* or more years will on average achieve scores equal to or greater than proficiency score identified by the State.
Grades 9-11 State Accountability Test for grades 9 and 10 (PSAT and PSAT/NMSQT at Contract start date)	The average grade-level scores in reading and math as measured by State Accountability Test.	Students enrolled for three* or more consecutive years will on average achieve scores equal to or greater than the grade-level reading and math college readiness achievement targets identified by State.

State Accountability Test for grade 11- (SAT at Contract start date)		
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*If the cohort of students enrolled for three or more years is not sufficient in size to conduct a valid analysis, the cohort of students enrolled for two or more years will be used.

Measure 2: Student Growth

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

Grades	Metrics	Growth Targets
Grades 2-8 (NWEA Test must be administered in fall and in spring)	Growth made by students from fall-to-spring in reading and math as measured by growth targets set for each student on the Measure of Academic Progress by NWEA	Students will on average achieve fall-to-spring academic growth targets for reading and math as set for each student on the Measure of Academic Progress by NWEA.
Grades 9-10 (NWEA Test must be administered in fall and spring. (Academy may request PSAT in lieu of NWEA Test in both the fall and spring for purpose of measuring growth. Permission must be obtained from Bay Mills before replacing NWEA for grades 9 and 10)	Growth made by students from fall-to-spring in critical reading and math as measured by growth targets set for each student on the Measure of Academic Progress by NWEA or if permission obtained to use PSAT, progress toward college-readiness targets set by PSAT and PSAT/NMSQT	Students will on average achieve measurable fall-to-spring academic growth targets for reading and math as set for each student on the Measure of Academic Progress by NWEA or, if permission obtain to use PSAT, growth toward PSAT and PSAT/NSQT targets.

*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.

NWEA Achievement Targets

Grade	NWEA Reading End-of-Year Target	NWEA Math End-of-Year Target
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2	185.57	189.42
3	197.12	201.08
4	204.83	210.51
5	210.98	218.75
6	215.36	222.88
7	218.36	226.73
8	221.66	230.30
9	221.4	230.03
10	223.51	232.42

SECTION C

EDUCATIONAL PROGRAMS

Description of Educational Program

Mission Statement

The Ojibwe Charter School's mission is to promote the highest level of academic success in an environment centered on students, facilitated by teachers, and supported by home and community.

Educational Program

The Ojibwe Charter School offers a comprehensive, student-centered educational program designed to foster academic excellence, cultural awareness, and personal growth. Rooted in a commitment to high academic standards, our curriculum integrates core subjects such as mathematics, science, language arts, and social studies with experiential learning opportunities that promote critical thinking and problem-solving skills for students in grades K-12.

Incorporating Ojibwe language and cultural studies, our program seeks to instill pride in heritage while preparing students for success in a diverse and evolving world.

Technology, project-based learning, and individualized instruction ensure that each student receives the support needed to reach their full potential.

With strong collaboration between teachers, families, and the community, our educational approach nurtures lifelong learners who are equipped with the knowledge, skills, and values necessary to become engaged and responsible citizens.

Educational Philosophy

At Ojibwe Charter School, we believe that education is a collaborative journey guided by students, facilitated by teachers, and strengthened by the support of families and the community. Our philosophy is rooted in the understanding that every student is unique, capable, and deserving of a learning experience that nurtures their academic, cultural, and personal growth.

We emphasize a holistic approach to education that integrates rigorous academic instruction with hands-on learning, critical thinking, and problem-solving. By honoring Ojibwe culture, language, and traditions, we cultivate a sense of identity and belonging while preparing students to thrive in an interconnected world.

Learning is most effective when it is engaging, meaningful, and relevant to students' lives. We foster a growth mindset, encouraging curiosity, perseverance, and a love of learning. Through a combination of traditional knowledge and modern teaching

strategies, we aim to empower students with the skills, confidence, and values necessary for lifelong success.

At the heart of our philosophy is the belief that education is a shared responsibility. We are committed to fostering strong partnerships between school, home, and community to create an environment where students feel supported, challenged, and inspired to achieve their highest potential.

Educational Focus

Ojibwe Charter School is dedicated to fostering academic excellence while nurturing the cultural, social, and emotional development of every student. Our educational approach is student-centered, integrating traditional knowledge with modern educational best practices to create a well-rounded and meaningful learning experience.

We emphasize:

- **Rigorous Academics** – A strong foundation in core subjects such as mathematics, science, language arts, and social studies, preparing students for higher education and career opportunities.
- **Cultural Relevance** – Integration of Ojibwe language, history, and traditions to instill pride, identity, and a deeper understanding of Indigenous heritage.
- **Personalized Learning** – Small class sizes and individualized instruction to meet the diverse needs and learning styles of our students.
- **STEM & Experiential Learning** – Hands-on, inquiry-based learning experiences that promote critical thinking, problem-solving, and real-world application.
- **Social & Emotional Development** – A focus on character education, leadership, and community engagement to build confidence, resilience, and responsible citizenship.
- **Family & Community Engagement** – Strong partnerships between students, families, and the community to create a supportive and enriching learning environment.

By fostering academic excellence, cultural awareness, and personal growth, Ojibwe Charter School equips students with the skills, knowledge, and values necessary to succeed in today's world while honoring and preserving their heritage.

Curriculum Plan

The Ojibwe Charter School's curriculum is designed to provide a rigorous, culturally responsive, and student-centered learning experience. Our approach integrates

academic excellence with cultural heritage, ensuring that students develop the knowledge, skills, and values necessary for lifelong success.

Core Academic Subjects

- **English Language Arts (ELA):** Emphasizes literacy, comprehension, writing, and communication skills through a diverse selection of literature, including Indigenous authors.
- **Mathematics:** A structured curriculum that builds problem-solving, logical reasoning, and real-world application skills from foundational arithmetic to advanced mathematics.
- **Science:** Inquiry-based learning with an emphasis on STEM, environmental studies, and traditional ecological knowledge.
- **Social Studies:** A comprehensive exploration of history, geography, civics, and economics, incorporating Indigenous perspectives and contributions.

Cultural & Language Integration

- **Ojibwe Language & Culture:** A dedicated curriculum focused on language acquisition, cultural traditions, and history to preserve and promote Ojibwe heritage.
- **Indigenous Studies:** A cross-disciplinary approach that embeds Indigenous knowledge, storytelling, and values across all subjects.

Specialized Programs & Electives

- **STEM & Technology:** Hands-on learning in science, technology, engineering, and mathematics, preparing students for future careers in these fields.
- **Arts & Music:** Creative expression through visual arts, music, and performance, integrating cultural traditions and contemporary artistic practices.
- **Physical Education & Wellness:** A focus on physical activity, health education, and social-emotional well-being to promote lifelong wellness.

Experiential & Community-Based Learning

- **Project-Based Learning:** Engaging, hands-on projects that connect classroom concepts with real-world applications.
- **Outdoor Education & Environmental Stewardship:** Learning experiences that incorporate traditional ecological knowledge and respect for the natural world.
- **Service Learning & Community Engagement:** Opportunities for students to apply their learning through community service and leadership initiatives.

Assessment & Student Support

- **Individualized Learning Plans:** Tailored instruction to meet diverse student needs, including gifted and special education services.
- **Data-Driven Instruction:** Regular assessments to monitor progress and adjust instruction for student success.
- **Mentorship & Counseling Services:** Academic and personal support to guide students toward their goals.

By blending academic rigor with cultural relevance, Ojibwe Charter School ensures that students are prepared for both higher education and meaningful contributions to their communities.

Differentiated Instruction

At Ojibwe Charter School, we recognize that every student is unique, with diverse learning styles, strengths, and needs. Our commitment to differentiated instruction ensures that all students receive a personalized and supportive learning experience that fosters academic growth, cultural identity, and personal success.

Key Strategies for Differentiation:

- **Flexible Learning Paths:** Students engage with content through a variety of instructional methods, including direct instruction, hands-on activities, collaborative projects, and technology-based learning.
- **Individualized Learning Plans (ILPs):** Teachers assess student progress and tailor instruction to meet individual needs, providing enrichment for advanced learners and additional support for those who need it.
- **Multi-Tiered Support System (MTSS):** A structured approach that provides tiered interventions for academic and behavioral support, ensuring no student is left behind.
- **Choice and Student Voice:** Students have opportunities to explore topics of interest, select from various learning activities, and demonstrate understanding in ways that align with their strengths.
- **Cultural Relevance:** Instruction is infused with Ojibwe language, history, and traditions, allowing students to connect their learning to their cultural identity.
- **Small Group & One-on-One Instruction:** Teachers provide targeted support through small group lessons, peer tutoring, and individualized coaching.
- **Project-Based & Experiential Learning:** Students engage in real-world problem-solving, hands-on projects, and community-based experiences to deepen understanding.

By embracing differentiated instruction, Ojibwe Charter School ensures that each student is challenged, supported, and empowered to achieve their full potential while honoring their cultural heritage and individual learning journey.

SECTION D
CURRICULUM

**CURRICULUM TO BE
UPLOADED SEPARATELY**

SECTION E

METHODS OF PUPIL ASSESSMENT

Methods of Pupil Assessment

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

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

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

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

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

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

Technology

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

Basis for Promotion and Graduation

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

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

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

Student Intervention

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

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

SECTION F

APPLICATION AND ENROLLMENT OF STUDENTS

Application and Enrollment Requirements

Ojibwe Charter School

Enrollment Limits

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

Requirements

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

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

Application and Enrollment Requirements

Ojibwe Charter School

Application Process

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

Legal Notice

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

Application and Enrollment Requirements

Ojibwe Charter School

Re-enrolling Students

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

Application and Enrollment Requirements

Ojibwe Charter School

Random Selection Drawing

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

Prior to the application period, the Academy shall:

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

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

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

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

SECTION G

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

SECTION 7g: SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

School Calendar

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

School Day Schedule

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

SECTION H

AGE OR GRADE RANGE OF PUPILS

SECTION 7h: AGE OR GRADE RANGE OF PUPILS

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

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