

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

**DAVID ELLIS ACADEMY – WEST
(A PUBLIC SCHOOL ACADEMY)**

July 1, 2026

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RESOLUTIONS

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

RESOLUTION NO. 12-01

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

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

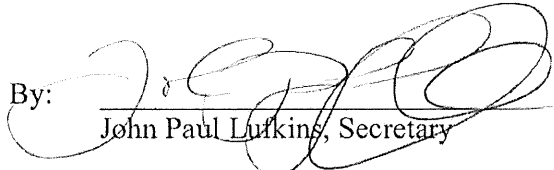
WHEREAS, the Bay Mills Community College Board of Regents (the "College Board") desires to establish a standard method of selection resolution related to appointments and service of the directors of the governing board of its authorized public school academies, schools of excellence, and strict discipline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

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

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

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

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

By: 

John Paul Lufkins, Secretary

Dated: January 20, 2012

Public School Academy Board of Director Method of Selection

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

Method of Selection and Appointment

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

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

Dated: January 20, 2012

Length of Term

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

Number of Directors

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

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

Qualifications of Members

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

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

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

Oath of Public Office

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

Dated: January 20, 2012

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

Removal and Suspension

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

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

Tenure

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

Resignation

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

Board Vacancies

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

Compensation

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

Dated: January 20, 2012

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

Dated: January 20, 2012

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

RESOLUTION NO. 25-64

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, 2018, the College Board issued to **David Ellis Academy West** (the “Academy”) a Contract to Charter a Public School Academy (the “Charter Contract”); and

WHEREAS, the Charter Contract will expire on June 30, 2026 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, 2026;

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

NOW, THEREFORE, BE IT RESOLVED:

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

- (1) that all terms of the Contract have been agreed upon and the Academy is able to comply with all terms and conditions of the Contract and applicable law; and
 - (2) that the Contract is substantially similar to the Contract approved by the College Board, with the only changes being those made by the College Board's Designee in consultation with legal counsel for the College Board that are in the best interests of the College Board.
- c. The College Board Designee may agree to a term of Contract not to exceed eight (8) academic years and not to extend beyond June 30, 2034.
2. That the current Academy Board members shall continue to serve in their current positions until the end of their term in office. All subsequent Academy Board appointments shall be made in accordance with the College Board's method of selection resolution.

I, the undersigned, as Secretary of the Bay Mills Community College Board of Regents, do hereby certify the foregoing resolution was adopted by the Bay Mills Community College Board of Regents at a public meeting held on the 11th day of July, 2025, with a vote of 5 for, 0 opposed, 1 abstaining, and 2 absent.

By: Beverly Carrick
Beverly Carrick, Secretary

**CONTRACT TERMS
AND CONDITIONS**

TERMS AND CONDITIONS

OF CONTRACT

DATED: JULY 1, 2026

ISSUED BY

THE BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS

TO

DAVID ELLIS ACADEMY WEST

CONFIRMING THE STATUS OF

DAVID ELLIS ACADEMY WEST

AS A

MICHIGAN PUBLIC SCHOOL ACADEMY

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

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

WHEREAS, the 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 David Ellis Academy West 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. 25-64 adopted by the College Board on July 11, 2025.
- (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, 2026, Issued by the Bay Mills Community College Board of Regents to David Ellis Academy West Confirming the Status of David Ellis Academy West 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 federal accountability requirements as provided under the every student succeeds act, Public Law 114-95, of the public schools in this state determined to be among the lowest achieving 5% of public schools in this state or has been on the list under federal accountability requirements as provided under the every student succeeds act, Public Law 114-95, of the public schools in this state determined to be among the lowest achieving 5% of public schools in this state during the immediately preceding 3-year period.

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

ARTICLE VII

TUITION PROHIBITED

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

ARTICLE VIII

COMPLIANCE WITH APPLICABLE LAWS

Section 8.1. Compliance with Applicable Law. The Academy shall comply with all applicable state and federal laws, including, but not limited to, to the extent applicable, the Code, the State School Aid Act of 1979, the Open Meetings Act, the Freedom of Information Act ("FOIA"), the Public Employment Relations Act, the Uniform Budgeting and Accounting Act, the Revised Municipal Finance Act of 2001, the Elliott-Larsen Civil Rights Act, the Persons with Disabilities Civil Rights Act, and Subtitle A of Title II of the Americans with Disabilities Act of

1990, Public Law 101-336, 42 USC & 12101 et seq. or any successor law. The Academy agrees to participate in state assessments, data collection systems, state level student growth models, state accountability and accreditation systems, and other public comparative data collection required for public schools. Additionally, the Academy shall comply with other state and federal laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other state or federal law to the Academy.

ARTICLE IX

AMENDMENT

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

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

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

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

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

responsibilities and obligations of the Academy and the College Board shall conform to and be carried out in accordance with the change in Applicable Law.

Section 9.6. Emergency Action on Behalf of College Board. Notwithstanding any other provision of this Contract to the contrary, the contents of this Section shall govern in the event of an emergency situation that arises between meetings of the College Board. An emergency situation shall be deemed to occur if the Charter Schools Office Director, in his or her sole discretion, determines that the facts and circumstances warrant that emergency action take place before the next meeting of the College Board. Upon the determination that an emergency situation exists, the Charter Schools Office Director may temporarily take action on behalf of the College Board with regard to the Academy or the Contract, so long as such action is in the best interest of the College Board and the Charter Schools Office Director consults with the College Board Chairperson or the College President prior to taking the intended actions. When acting during an emergency situation, the Charter Schools Office Director shall have the authority to act in place of the College Board, and such emergency action shall only be effective in the interim before the earlier of (a) rejection of the emergency action by the Chairperson of the College Board; or (b) the next meeting of the College Board. The Charter Schools Office Director shall immediately report such action to the College Board for confirmation at the next meeting so that the emergency action continues or, upon confirmation by the College Board, becomes permanent.

ARTICLE X

CONTRACT TERMINATION, SUSPENSION, AND REVOCATION

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

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

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

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

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

Except as otherwise provided in this Section 10.3, if the College Board is notified by the Department that an Academy site is subject to closure under section 507 of the Code, MCL 380.507 ("State's Automatic Closure Notice"), then this Contract shall automatically be amended to eliminate the Academy's authority to operate certain age and grade levels at the site or sites identified in the State's Automatic Closure Notice. If the State's Automatic Closure Notice includes all of the Academy's existing sites, then this Contract shall automatically be terminated

at the end of the current school year in which either the State's Automatic Closure Notice is received without any further action of the College Board or the Academy.

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

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

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

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

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

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

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

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

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

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

be formulated, the Charter Schools Office Director shall develop a plan for correcting the non-compliance ("Plan of Correction") which may include reconstitution pursuant to 10.6(d) of these Terms and Conditions. In developing a Plan of Correction, the Charter Schools Office Director is permitted to adopt, modify or reject some or all of the Academy Board's response for correcting the deficiencies outlined in the Notice of Intent to Revoke. The Notice of Intent to Revoke shall be closed if the Charter Schools Office Director determines any of the following: (i) the Academy Board's denial of non-compliance is persuasive; (ii) the non-compliance set forth in the Notice of Intent to Revoke has been corrected by the Academy Board; or (iii) the Academy Board has successfully completed the Plan of Correction.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the College Board after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the College Board to revoke the Contract, may be withheld by the College Board or returned to the Michigan Department of Treasury upon request. The College Board may also direct that a portion of the Academy's state school aid funds be directed to fund the Academy's dissolution account established under Section 10.10 of these Terms and Conditions.

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

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

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

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

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

that notice of the revocation hearing shall be provided to the Charter Schools Office and the Academy Board at least five (5) days before the hearing. If the Hearing Panel determines that the Academy Board has continued to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may recommend revocation of the Contract. The College Board shall proceed to consider the Hearing Panel's recommendation in accordance with Sections 10.6(f) through (h).

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

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

(a) take into his or her possession all Academy property and records, including financial, Academy Board, employment and student records;

(b) institute and defend actions by or on behalf of the Academy;

(c) continue the business of the Academy including entering into contracts, borrowing money, and pledging, mortgaging, or otherwise encumbering the property of the Academy as security for the repayment of loans. However, the power shall be subject to any provisions and restrictions in any existing credit documents;

(d) hire, fire, evaluate and discipline employees of the Academy;

(e) settle or compromise with any debtor or creditor of the Academy, including any governmental or taxing authority;

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

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

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

ARTICLE XI

PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

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

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

budget. Within 10 days after Academy Board approval, revisions or amendments to the Academy's budget shall be submitted to the Charter Schools Office.

- (b) Unless exempted from transmitting under section 1219 of the Code, MCL 380.1219, the Academy, on or before July 7th of each school fiscal year, shall transmit to the Center for Educational Performance and Information ("CEPI") the budgetary assumptions used when adopting its annual budget pursuant to the Uniform Budgeting and Accounting Act, MCL 141.421 et seq.
- (c) The Academy shall not adopt or operate under a deficit budget, or incur an operating deficit in a fund during any fiscal year. At any time during the term of this Contract, the Academy shall not have an existing deficit fund balance, incur a deficit fund balance, or adopt a current year budget that projects a deficit fund balance. If the Academy has an existing deficit fund balance, incurs a deficit fund balance in the most recently completed school fiscal year, or adopts a current year budget that projects a deficit fund balance, all of the following apply:
 - (i) The Academy shall notify the Superintendent and the State Treasurer immediately upon the occurrence of the circumstance, and provide a copy of the notice to the Charter Schools Office.
 - (ii) Within 30 days after making notification under subdivision (c)(i), the Academy shall submit to the Superintendent in the form and manner prescribed by the Department an amended budget for the current school fiscal year and a deficit elimination plan approved by the Academy Board, with a copy to the State Treasurer. The Academy shall transmit a copy of the amended budget and the deficit elimination plan to the Charter Schools Office.
 - (iii) After the Superintendent approves the Academy's deficit elimination plan, the Academy shall post the deficit elimination plan on the Academy's website.
- (d) If the Academy is required by the State Treasurer to submit an enhanced deficit elimination plan under section 1220 of the Code, MCL 380.1220, the Academy shall do all of the following:
 - (i) The enhanced deficit elimination plan shall be approved by the Academy Board before submission.

- (ii) After the State Treasurer approves an enhanced deficit elimination plan for the Academy, the Academy shall post the enhanced deficit elimination plan on the Academy's website.
- (iii) Submit to the Superintendent and State Treasurer an enhanced monthly monitoring reports in a form and manner prescribed by the State Treasurer and post such monthly reports on the Academy's website.

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

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

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

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

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

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

COVERAGE	REQUIREMENTS
Errors & Omissions (E&O)	Must include Employment Practices Liability. Must include Corporal Punishment coverage. Must include Sexual Abuse & Molestation coverage. Must include Directors' & 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/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. \$1,000,000 per occurrence & \$3,000,000 aggregate. In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured. College must be included as an Additional Insured with Primary and Non-Contributory Coverage.

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

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

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

COVERAGE	REQUIREMENTS
Automobile Liability (AL) for Owned and Non-Owned Autos	\$1,000,000 per accident. In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured. College must be included as Additional Insured with Primary and Non-Contributory Coverage.
See Umbrella section for higher limit	Higher limits are required if PSA/SDA/UHS/SOE has its own buses.
COVERAGE	REQUIREMENTS
Workers' Compensation	Must be Occurrence form. Statutory Limits with \$1,000,000 Employers Liability Limits.
Requirement for PSA/SDA/UHS/SOE when leasing employees from Educational Service Provider (ESP) or Management Firm (MF)	NOTE: Must have Alternate Employer Endorsement from ESP/MF. Schedule PSA/SDA/UHS/SOE location on the ESP/MF Contract.
	NOTE: If PSA/SDA/UHS/SOE is leasing employees from ESP/MF and the PSA/SDA/UHS/SOE name does not have payroll, PSA/SDA/UHS/SOE still must carry Workers' Compensation coverage including Employers' Liability

COVERAGE	REQUIREMENTS
Crime	Must include Employee Dishonesty coverage. Must include third party coverage. \$500,000 limit.
COVERAGE	REQUIREMENTS
Umbrella	Can be Claims Made or Occurrence form. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE. Umbrella is acceptable with a \$4,000,000 limit and aggregate. Also, an Umbrella policy with an unlimited aggregate is acceptable at a \$2,000,000 If PSA/SDA/UHS/SOE has its own buses AND/OR has more than 1,000 students, must have MINIMUM \$5,000,000 per occurrence. If PSA/SDA/UHS/SOE purchases additional Umbrella limits to meet the \$1,000,000/\$3,000,000 for E&O then they must be in addition to the required Umbrella limit. In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured. College must be included as Additional Insured with Primary and Non-Contributory Coverage. All coverages have to be included in the Umbrella that are in General Liability, Automobile and E&O.

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

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

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

ADDITIONAL RECOMMENDATIONS

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

DISCLAIMER:

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

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

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

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

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

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

COVERAGE	REQUIREMENTS
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:

Aaron Burrell
Academy Board President
19800 Beech Daly Road
Redford, MI 48239

If to Academy Counsel:

Homer McClarty
Morgan & McClarty PC
19785 W 12 Mile Rd #331
Southfield, MI 48076-2584

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 eight (8) years until June 30, 2034, 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 model practices for determining school safety measures.

Section 12.28. New Building Construction or Renovations. The Academy shall not commence construction on a new school building or the major renovation of an existing school building unless the Academy consults on the plans of the construction or major renovation regarding school safety issues with the law enforcement agency that is or will be the first responder for that school building. A school building, including any addition to the school building, must be constructed or remodeled in accordance with Applicable Law. School building includes either a building intended to be used to provide pupil instruction or a recreational or athletic structure or field used by pupils.

Section 12.29. Annual Expulsion Report and Website Report on Criminal Incidents. On an annual basis, the Academy Board shall do the following:

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

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

(iii) make a copy of the report on the incidents of crime, disaggregated by school building, available to the School Safety Commission, as defined under section 6 of the Code, MCL 380.6, and the parent or legal guardian of each pupil enrolled in the Academy.

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

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

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

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

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

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

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

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

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

BAY MILLS COMMUNITY COLLEGE
BOARD OF REGENTS

By: Mariah Wanic
Mariah Wanic, College Board Designee

Date: July 1, 2026

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

By: Aaron Burrell
Aaron Burrell

Its: DEAW Board President

Date: July 1, 2026

CONTRACT SCHEDULES

Schedules

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CONTRACT SCHEDULE 1

ARTICLES OF INCORPORATION



This is to certify:

Entity Name: DAVID ELLIS ACADEMY-WEST

Entity ID#: 800899305

Entity Type: Domestic Nonprofit Corporation

Initial Filing Date: 03/12/2004

Delayed Effective Date:

Formation Jurisdiction: Michigan

Act Formed Under: 162-1982 Nonprofit Corporation Act

That the above referenced entity was validly incorporated and said corporation is validly in existence under the laws of this state.

This certificate is issued in conformity with the Act it is formed under, to attest to the fact that the company is in good standing in Michigan as of this date and is duly authorized to transact business 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.



In testimony whereof, I have hereunto set my hand, in the City of Lansing, on June 22, 2026.

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

Certificate Number: 79616

Verify this certificate at: www.michigan.gov/corpverifycertificate

**MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH
BUREAU OF COMMERCIAL SERVICES**

Date Received

(FOR BUREAU USE ONLY)

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Name

Homer W. McClarty

Address

24400 Northwestern Highway Suite 204

City

Southfield

State

MI

Zip Code

48075

EFFECTIVE DATE:

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

RESTATED ARTICLES OF INCORPORATION

For use by Domestic Nonprofit Corporations

(Please read information and instructions on the last page)

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

1. The present name of the corporation is: DAVID ELLIS ACADEMY-WEST

2. The identification number assigned by the Bureau is:

787-867

3. All former names of the corporation are:

NONE

4. The date of filing the original Articles of Incorporation was: MARCH 12, 2004

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:

DAVID ELLIS ACADEMY - WEST

The authorizing body for the corporation is:

The Bay Mills Community College Board of Regents (the College Board)

ARTICLE II

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

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

2. (See attached)

ARTICLE II (continued)

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

ARTICLE III

1. The corporation is organized on a nonstock basis.
(stock or nonstock)
2. If organized on a stock basis, the aggregate number of shares which the corporation has authority to issue is _____ . If the shares are, or are to be divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences, and limitations of the shares of each class are as follows:

3. If organized on a nonstock basis, the description and value of its real property assets are: (if none, insert "none")

none

and the description and value of its personal property assets are: (if none, insert "none")

none

(The valuation of the above assets was as of July 1, 2006)
The corporation is to be financed under the following general plan:

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

The corporation is organized on a directorship basis.
(membership or directorship)

ARTICLE IV

1. The address of the registered office is:

19800 Beech Daly Road Redford, Michigan 48240
(Street Address) (City) (ZIP Code)

2. The mailing address of the registered office, if different than above:

_____, Michigan _____
(Street Address or P.O. Box) (City) (ZIP Code)

3. The name of the resident agent is: Raphael Washington

ARTICLE V (Additional provisions, if any, may be inserted here; attach additional pages if needed.)

See attached

5. COMPLETE SECTION (a) IF THE RESTATED ARTICLES DO NOT FURTHER AMEND THE ARTICLES OF INCORPORATION; OTHERWISE, COMPLETE SECTION (b).

- a. ☐ These Restated Articles of Incorporation were duly adopted on the _____ day of _____, _____, in accordance with the provisions of Section 642 of the Act by the Board of Directors without a vote of the members or shareholders. These Restated Articles of Incorporation only restate and **integrate and do not further amend** the provisions of the Articles of Incorporation as heretofore amended and there is no material discrepancy between those provisions and the provisions of these Restated Articles.

Signed this _____ day of _____, _____

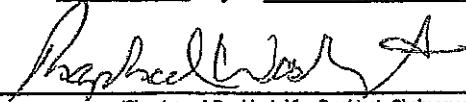
By _____
(Signature of Authorized Officer or Agent)

(Type or Print Name)

- b. ☒ These Restated Articles of Incorporation were duly adopted on the _____ 19th _____ day of _____ June _____, 2006 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: (check one of the following)

- ☒ were duly adopted by the shareholders, the members, or the directors (if organized on a nonstock directorship basis). The necessary number of votes were cast in favor of these Restated Articles of Incorporation.
- ☐ were duly adopted by the written consent of all the shareholders or members entitled to vote in accordance with Section 407(3) of the Act.
- ☐ were duly adopted by the written consent of all the directors pursuant to Section 525 of the Act as the corporation is organized on a directorship basis.
- ☐ were duly adopted by the written consent of the shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act. Written notice to shareholders or members who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation)

Signed this _____ 27th _____ day of _____ July _____, 2006

By  _____
(Signature of President, Vice-President, Chairperson, or Vice-Chairperson)

Raphael Washington

President

(Type or Print Name)

(Type or Print Title)

ARTICLE V

The corporation is a governmental entity.

ARTICLE VI

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

ARTICLE VII

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

ARTICLE VIII

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

ARTICLE IX

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

ARTICLE X

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

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

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

ARTICLE XI

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

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

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

Amendments to these Articles of Incorporation take effect only after they have been approved by the corporation's Board of Directors and by the College Board or the Charter Schools Office Director and filed with the Michigan Department of Labor & Economic Growth, Bureau of Commercial Services. In addition, the corporation shall file with the amendment a copy of the College Board's or the Charter Schools Office Director's approval of the amendment.

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:

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

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

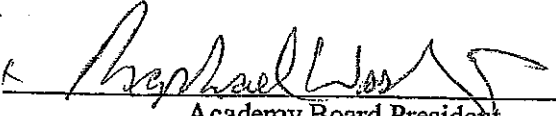
Amendments to these Articles of Incorporation take effect only after they have been approved by the corporation's Board of Directors and by the College Board or the Charter Schools Office Director and filed with the Michigan Department of Labor & Economic Growth, Bureau of Commercial Services. In addition, the corporation shall file with the amendment a copy of the College Board's or the Charter Schools Office Director's approval of the amendment.

ADOPTION OF ARTICLES

These Restated Articles of Incorporation were duly adopted on the 20th day of July, 2004, 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 directors. The necessary number of votes were cast in favor of these Restated Articles of Incorporation. These Restated Articles of Incorporation shall be effective upon filing.

Signed this 20th day of July, 2004.

By:


_____, Academy Board President

CONTRACT SCHEDULE 2

BYLAWS

**BY LAWS
OF
THE DAVID ELLIS ACADEMY – WEST**

ARTICLE I

The Public School Academy

Section 1. Offices. The Director office of the David Ellis Academy – West in the State of Michigan shall be located in the City of Redford and the County of Wayne.

Section 2. Purposes. The purposes for which the David Ellis Academy – West (the “Public School Academy”) is organized are:

(a) The Public School Academy is organized for all of the purposes specified in Part 6A and 6B of the Act 416, Public Acts of Michigan, 1994 (the “Act”), including owning and operating a public school academy, which the Public School Academy shall provide, without tuition, education to children in grades Kindergarten through Eighth, who reside within the geographic boundaries of the State of Michigan. Admission to the Public School Academy will not be denied on the basis of race, color, religion, creed, sex or national origin.

(b) The Public School Academy is a body corporate and a governmental agency, and, together with all activities incident to its purposes, shall, at all times, be conducted so as to be a governmental entity under Federal and State laws. Notwithstanding any other provision of these By-Laws, the Public School Academy shall not carry on any activity not permitted to be carried on by a governmental instrumentality exempt from federal income tax under Section 115 of the Internal Revenue Code of 1986, as amended (the “Code”), or by a nonprofit corporation organized under the laws of the State of Michigan and subject to a contract authorized under the Act.

ARTICLE II

Meetings of the Board of Directors

Section 1. Place of Meetings. Regular meetings of the Board of Directors of the Public School Academy (the “Board”) shall be held quarterly at the Public School Academy’s Director

office and in accordance with the Open Meetings Act, Act 267, Public Acts of Michigan, 1976, as may be amended from time to time (the "OMA").

Section 2. Annual Meeting. The annual meeting of the Board shall be held at the date, time and place as determined by the Board at the first meeting. At the annual meetings, the Board shall elect officers and consider such other business as may properly be brought before the meeting. If less than a quorum of the directors appear for an annual meeting of the Board, the holding of such meeting shall not be required in matters which might have been taken up at the annual meeting may be taken up at any later regular, special or annual meeting.

Section 3. Other Regular Meetings. The regular meetings of the Board shall be held at the dates, times and places determined by the Board at the first meeting.

Section 4. Special Meetings. Special Board meetings for any purpose or purposes, may be called at any time by any director or by the President or, if he or she is absent or unable to act, by any Vice President or Secretary. Special Board meetings shall be called by the President or Secretary upon written request of any two (2) directors. The business transacted at any such meeting shall be limited to the purpose or purposes stated in the notice thereof.

Section 5. Notices for Meetings and Adjournments. Notices of all meetings and adjournments shall be given in accordance with the applicable sections of the OMA.

Section 6. Quorum. Except to adjourn the meeting as hereinafter provided, a majority of the Board without regard to the authorized number of directors shall be necessary to constitute a quorum for the transaction of business. Every act or decision done or made by an absolute majority of the Board at a meeting duly held at which a quorum is present shall be regarded as the act of the Board unless a greater number be required by law, the Articles of Incorporation, or these Bylaws. Decisions and deliberations of the Board shall be governed by the applicable sections of the OMA.

Section 7. Adjournment. A quorum may adjourn any Board meeting to meet again at a stated place, date, and hour; however, in the absence of a quorum, a majority of the directors present at any regular or special Board meeting may adjourn from time to time until the time fixed for the next regular Board meeting.

Section 8. Fees and Compensation. By resolution of the Board, the directors may be paid their expenses, if any, incurred while fulfilling the obligations of their duties.

Section 9, Committees. The Board may, by resolution, provide for such standing or special committees as it deems desirable and discontinue the same at its pleasure. Each such committee shall have such powers and perform such duties not inconsistent with law, as may be assigned to it by the Board. If provision be made for any such committee, the members thereof shall be appointed by the Board, shall consist of one or more members of the Board and shall serve during the pleasure of the Board. Vacancies in such committees shall be filled by the Board.

ARTICLE III

Officers

Section 1. Officers. The officers of the Board shall be a President, a Vice President, a Secretary, and a Treasurer. One person may hold two or more offices. In no case shall any officer execute, acknowledge or verify any instrument in more than one capacity.

Section 2. Election. The officers of the Board, except such officers as may be appointed in accordance with the provisions of Sections 3 or 5 of this Article III, shall be chosen by the Board, and each shall hold his or her office until he or she shall resign, until he or she shall be removed or otherwise disqualified to serve, or until his or her successor shall be elected and qualified.

Section 3. Subordinate Officers and Agents. The Board may appoint such other officers and agents as the business of the Public School Academy may require, each of whom shall hold office for such period, have such authority, and perform such duties as may be provided in these Bylaws or as the Board may from time to time determine.

Section 4. Removal and Resignation. Any officer or agent of the Board may be removed by a majority of the whole Board at the time in office at any regular or special Board meeting.

Any officer may resign at any time by giving written notice to the Board, the President, or the Secretary. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein; and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to such office.

Section 6. President. The President shall preside at all Board meetings. The President shall be ex officio a member of all the standing committees, if any; and shall have such other powers and duties as may be prescribed by the Board or these Bylaws.

Section 7. Vice President. In the event of the President's absence or disability, the Vice President shall perform all the duties of and shall be subject to all the restrictions upon the President. The Vice President shall have such other powers and authority and shall perform such other duties as from time to time may be prescribed for him or her by the Board or these Bylaws.

Section 8. Secretary. The Secretary shall attend all Board meetings and shall keep or cause to be kept, in his or her custody at the Director or registered office of the Public School Academy in the State of Michigan or such other place as the Board may order, a book recording the minutes of all Board meetings setting forth: the place, date, time and decisions made; whether

regular or special, and, if special, how authorized; the notice thereof given; the names of those present and absent at Board meetings; and the proceedings thereof.

The Secretary shall keep in safe custody the seal of the Public School Academy, and, when authorized by the Board, affix the same or cause the same to be affixed to any instrument requiring it; when so affixed, the seal shall be attested by his or her signature or by the signature of the Treasurer. The Secretary shall perform such other duties and have such other authorities as are delegated to him or her by the Board.

The Secretary shall give or cause to be given notice of all Board meetings required by these Bylaws and by the Board.

Section 9. The Treasurer. The Treasurer shall, subject to the direction of the Board, have the custody of the funds and securities belonging to the Public School Academy and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Public School Academy.

The Treasurer shall deposit all moneys and other valuables in the name and to the credit of the Public School Academy with such depositaries as may be designated by the Board; shall disburse the funds of the Public School Academy as may be ordered by the Board; shall render to the President and the Board, whenever either requests it, an account of all of his or her transactions as Treasurer and of the financial condition of the Public School Academy; and shall have such other powers and authority incident to the office of Treasurer and shall perform such other duties as may be prescribed by the Board or these Bylaws.

ARTICLE IV

Operations As A Public School Academy

Section 1. Overall Governance Structure. The overall structure of the Public School Academy shall be the responsibility of its Board of Directors. The Board of Directors shall set policy for the management of the business, property, personnel, and other affairs of the Public School Academy. The Board shall conduct its business pursuant to these Bylaws.

The Board of Directors shall approve the annual budgets for the Public School Academy and provide for employment of staff, all as recommended by the administrator director. It shall also provide general guidance for improving the Public School Academy, its programs, and method of accomplishing its educational goals and objectives.

Section 2. Educational Goals. The educational goals of the Public School Academy are set forth on the attached Schedule 7(b).

Section 3. Curriculum. The curriculum of the Public School Academy is set forth on the attached Schedule 7(c).

Section 4. Methods of Pupil Assessment. Pupils of the Public School Academy shall be assessed as set forth on the attached Schedule 7(d).

Section 5. Admission Policy and Criteria. The admission policy and criteria of the Public School Academy are set forth on the attached Schedule 7(e).

Section 6. Public School Academy Calendar and Public School Academy Day Schedule. The proposed school calendar and school day schedule of the Public School Academy are set forth on attached Schedule 7(g).

Section 7. Age or Grade Range of Pupils to be Enrolled. The Public School Academy shall provide education to children eligible for grades Pre-K through Grade 12 as set forth on attached Schedule 7(h).

Section 8. Staff Responsibilities. A description of the responsibilities of the staff of the Public School Academy are set forth on the attached Schedule 5.

Section 9. Governance Structure of Public School Academy. In addition to the provisions of these Bylaws, the governance structure of the Public School Academy is set forth on attached Schedules 5 and 7(a).

Section 10. Applicable Law. The Public School Academy shall comply with all of the provisions set forth in the Act, and subject to the provisions of the Act, with all other state law applicable to public bodies and with federal law applicable to public bodies or school districts.

Section 11. Physical Plant. The Public School Academy will be located at 18977 Schaefer, Detroit, Michigan 48235. A description of the physical plant is set forth on the attached Schedule 6.

Section 12. District Identification. The Public School Academy will be located in the Wayne County Regional Educational Service Agency, (intermediate school district) and the Redford Public Schools local school district.

ARTICLE V

Miscellaneous

Section 1. Annual Report. The Public School Academy shall cause a financial report of the Public School Academy for the preceding fiscal year to be prepared within three (3) months after the end of the fiscal year and shall deliver such report to the Authorizing Body. The report shall include the Public School Academy's year-end balance sheet and, if prepared by the Public School Academy, its statement of source and application of funds.

Section 2. Loans. No loans shall be contracted on behalf of the Public School Academy and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board. Such authority may be general or confined to specific instances. No loan or advance to or overdraft or withdrawal by an officer, director, or member of the Public School Academy shall be made or permitted.

Section 3. Governmental Immunity. The Public School Academy and its incorporators, board members, officers, employees and volunteers have governmental immunity as provided in Section 7 of Act 170 of the Public Acts of 1964, as amended.

ARTICLE VI

Execution of Instruments

Section 1. Bank Accounts. Each bank account of the Public School Academy shall be established and continued only by order of the Board.

Section 2. Checks, Etc. All checks, drafts, and orders for the payment of money shall be signed in the name of the Public School Academy in such manner and by such officers or agents as the Board shall from time to time designate for that purpose. No check or other instrument for the payment of money to the Public School Academy shall be endorsed otherwise than for deposit to the credit of the Public School Academy. All checks of the Public School Academy shall be drawn to the order of the payee.

Section 3. Contracts, Conveyances, Etc. When the execution of any contract, conveyance or other instrument has been authorized without specification of the executing officers, the President or any Vice President and the Secretary or Treasurer may execute the same in the name and on behalf of this Public School Academy and may affix the corporate seal thereto. The Board shall have power to designate the officers and agents who shall have authority to execute any instrument on behalf of the Public School Academy in more than one capacity.

Notwithstanding anything contained herein to the contrary, no officer, agent or employee of this Public School Academy shall have the authority to disburse moneys or other property to other persons, to obligate the Public School Academy to do or perform any act, to make any payments of money or property, or to execute any of the instruments described herein on behalf of this Public

School Academy other than in the ordinary course of business unless he shall have previously obtained the approval of the Board of Directors and unless such approval or ratification shall appear in the minutes of this Public School Academy.

ARTICLE VII

Fiscal Year

The Public School Academy's fiscal year shall be July 1 to June 30.

ARTICLE VIII

Seal

The Public School Academy may have a seal, which shall have inscribed thereon the name of the Public School Academy, the state of incorporation, and the words "Public School Academy Seal." The seal may be used by causing it or a facsimile to be imprinted, affixed, reproduced, or otherwise.

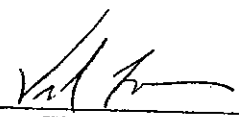
ARTICLE IX

Amendments

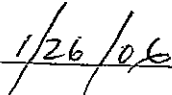
These Bylaws may be added to, altered, amended, or repealed by consent of the directors then in office, or by the vote of not less than two-thirds (2/3) of the directors then in office at any regular or special meeting, if written notice of the proposed addition, alteration, amendment, or repeal shall have been given to each director at least three (3) business days before the meeting.

Certified by:

Secretary


Walter Williams

Date:



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 David Ellis Academy - West (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, 2026, 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 David Ellis Academy - West.

BY: 

David Boyne, Director
State Finance Division, Bureau of State and Authority Finance
Michigan Department of Treasury

Date: May 21, 2026

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 David Ellis Academy - West (the “Academy”), a public school academy.

Preliminary Recitals

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

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

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

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

“Agreement” means this Oversight Agreement.

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

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

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

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

ARTICLE II

OVERSIGHT AND COMPLIANCE CERTIFICATION RESPONSIBILITIES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III

RECORDS AND REPORTS

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

ARTICLE IV

MISCELLANEOUS

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

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

Section 4.03. Audit and Evaluation. The Academy:

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

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

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

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

ARTICLE V

TRANSPARENCY PROVISION

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

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

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

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

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

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

CONTRACT SCHEDULE 5

DESCRIPTION OF STAFF RESPONSIBILITIES

DESCRIPTION OF STAFF RESPONSIBILITIES

Academic Teacher/Instructor	5-1
Administrative Assistant.....	5-3
Administrator of Building Operations/Pupil Accountability	5-4
Assistant School Leader.....	5-6
Building Engineer	5-8
Business Manager	5-10
Custodian/Maintenance.....	5-13
Data Assessment Coordinator.....	5-14
Dean of Students	5-16
Food Services Supervisor	5-18
Instructional Supervisor	5-20
Lunch Aide.....	5-22
Maintenance Supervisor.....	5-23
Math Specialist.....	5-25
Paraprofessional	5-27
Payroll Administrator.....	5-29
Reading Specialist.....	5-30
School Leader	5-32
School Social Worker	5-34
Senior Information Technology Personnel	5-36
Special Education/Resource Room Instructor	5-38
Student Achievement Coach.....	5-39

Student Services Coordinator	5-42
Superintendent of Curriculum & Instruction	5-44
31A/RTI/Title I Tutors.....	5-46
Guidance Counselor.....	5-47
Pupil Accountant.....	5-48
School Security Officer.....	5-49
Management Agreement.....	5-51

ACADEMIC TEACHER / INSTRUCTOR

The Academic Teacher is an employee of Bardwell Group. He/she will present him/her self at all times as a professional emulating the high scholastic and moral character of the Academy. The teacher will report directly to the School Leader/Director and Instructional Supervisors. He/She must meet all applicable state certification and other requirements for position.

QUALIFICATIONS:

- Bachelors, or its equivalent, from an accredited institution
- Teacher certification meeting criteria established by the Teacher Preparation and Certification Division of the Michigan Department of Education
- Experience teaching children in a learning environment
- Possesses skills as a facilitator or coach; possesses the desire and will to be creative in teaching
- Able to develop and maintain constructive group relationships; exhibit expertise in the area of specialization

RESPONSIBILITIES:

- Develop and adhere to yearly, unit and daily lesson plans in relationship to the Academy's academic goals, curriculum and children's interests and abilities
- Develop and provide for learning activities that utilize the critical thought process; provide for learning activities, which include interactive discussion techniques and a "hands on" approach
- Develop and implement various in-house evaluation tools and assessment methods to measure student achievement
- Employ effective communication skills with students, parents and Academy administration
- At all times be sensitive to what students need and desire and provide the kinds of activities that are appropriate for the classroom and other learning activities
- Recommend students for specialized services such as Title I programming, accelerated learning, special education assessment, extra-curricular opportunities, etc
- Participate as a team player in decision-making processes at the Academy
- Treat each student and parent with dignity and respect while helping students become aware of their roles as an integral member of the group
- Provide intellectual stimulation and emotional support to students and maintain an environment conducive to learning

- Participate in staff training programs as recommended and/or required by the Instructional Supervisors, School Leader/Director, the Superintendent of Curriculum & Instruction, the Academy Board of Directors and other agencies
- Fulfill other duties and responsibilities assigned by the School Leader/Director or other Administration

ADMINISTRATIVE ASSISTANT

The Administrative Assistant is an employee of Bardwell Group. He/she is responsible for providing clerical and administrative assistance to the School Leader/Director, Administrator of Building Operations, and other staff. He/she will demonstrate a high degree of personal integrity and a willingness to perform duties in a confidential manner. He/She must meet all applicable state certification and other requirements for position. The Administrative Assistant shall report to the School Leader/Director and/or Administrator of Building Operations.

QUALIFICATIONS:

- High School Diploma
- Business courses
- Secretarial experience
- Basic word processing and data entry computer skills
- A willingness to continue professional development
- Ability to interact positively with the organization, staff, parents, students, and visitors

RESPONSIBILITIES:

- Process communication documents, administrative forms, brochures, curriculum guides, and other information and documents as necessary
- Maintain student files, records and other documents as necessary
- Answer telephone
- Organize and maintain forms, reports and other materials important to the Academy's operations
- Order supplies as necessary
- Other duties as may be assigned by the School Leader/Director and/or Administrator of Building Operations

ADMINISTRATOR OF BUILDING OPERATIONS / PUPIL ACCOUNTANT

The Administrator of Building Operations / Pupil Accountant shall be responsible for maintaining the day-to-day operations of the building including maintaining accurate pupil records and submitting various reports to the Michigan Department of Education and other agencies, as required. She/he shall oversee that instructors are maintaining student daily attendance and prepare all documentation necessary for annual pupil accounting audits.

The Administrator of Building Operations / Pupil Accountant is an employee of Bardwell Group and reports directly to the Superintendent of Curriculum & Instruction and CEO.

QUALIFICATIONS

- Two years of college preferred with several years of office experiences in a position of responsibility
- Several years administrative experience
- Skilled in developing positive inter-personal relationships
- High degree of personal and professional integrity
- Computer science skills
- Excellent communication skills
- Commitment to ethical standards involving student/parent information

RESPONSIBILITIES

- Supervise the planning and implementation of the daily program in accordance with the policies and educational philosophy of the Academy
- Secure sustained parent and community involvement in all programs that affect the Academy
- Develop and effectively maintain a personal work plan listing goals, activities, dates and results expected
- Actively be involved in developing a positive climate that is conducive to teaching and learning
- Implement school calendar and daily schedules
- Maintain a clean and safe physical plant, creating an environment that promotes student learning
- Over the operation of the Academy's student information database system (PowerSchool)
- Report pupil accounting in accordance with the Authorizer, the Intermediate School District (Wayne RESA), and the Michigan Department of Education (MDE)
- Enter data and maintain the Single Record Student Database (SRSD)

- Oversee requests, compilation, and filing of student records
- Develop and enforce office procedures
- Oversee supply orders
- Aid in documenting emergency drills
- Supervise the inputting and distribution of report cards and progress reports
- Assist with student discipline
- Other duties as may be assigned by the Superintendent of Curriculum & Instruction and CEO

ASSISTANT SCHOOL LEADER

The Assistant School Leader implements and enforces school regulations and policies, assist with coordinating programs with other school departments, meets with students who have exhibited poor conduct, and resolves problems accordingly.

The Assistant School Leader must possess and demonstrate the exceptional ability to increase and maintain the morale of staff, students, and parents. He/She is responsible for overseeing administrative, behavioral, and assisting with academic progress of our students. As Assistant School Leader you are responsible for managing student activities, enforcing disciplinary measures and working with other school departments to ensure that all student programs run smoothly.

The Assistant School Leader is an employee of Bardwell group and reports directly to the School Leader.

QUALIFICATIONS

- Bachelors and Masters Degree an accredited college or university
- State of Michigan Administrator Certificate preferred
- Previous work experience in student affairs or education; or evidence of proven leadership

KNOWLEDGE, SKILLS, and ABILITIES

- Possesses excellent organizational skills
- Communicates clearly and effectively
- Exhibits ability to establish trusting and respectful relationships with students
- Is proficient in use of Microsoft Office Suite
- Demonstrates strong leadership skills
- Maintains professional but friendly demeanor at all times
- Works well with a variety of different individuals and age levels
- Demonstrates ability to multitask efficiently
- Possesses specific knowledge of the bureaucratic organization and function of education administration
- Demonstrates detailed familiarity with school code of conduct
- Exhibits ability to remain calm and patient in stressful situations such as disciplinary hearings

RESPONSIBILITIES

- Addresses student questions and concerns
- Manages budget for student activities

- Academic reporting in various systems
- Assist with overseeing the School Improvement Plan team
- Organizes and runs administrative meetings in the absence of the School/Building Leader
- Addresses and resolves student behavioral issues
- Refers students to counselor or social worker when necessary
- Devises best course of disciplinary action
- Attends disciplinary hearings when necessary
- Writes up student conduct reports and records disciplinary records in PowerSchool
- Maintains organized files of all student activities, meetings, investigations, and disciplinary issues
- Assists with organizing new student orientation sessions and activities
- Serves as an advisor for student clubs and organizations
- Attends and supports student events
- Assists in development of programs for academic success
- Enforces school policy and procedure for students and staff
- Contacts and meets with parents per the disciplinary policy
- Performs other related tasks as assigned.

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

WORK ENVIRONMENT

- TBD. Longer hours may be required for this position.
- Light physical activity such as walking and standing is required on a daily basis.

BUILDING ENGINEER

The Building Engineer reads, understands and interprets blueprints, drawings, floor plans, schedules and manufacturers' operating and/or maintenance specifications as they relate to electrical, mechanical, HVAC and special equipment, building structures and finishes.

He/She is an employee of Bardwell Group and reports to the School Leader, Administrator of Building Operations, and Business Manager.

QUALIFICATIONS:

- High School Diploma
- An accredited post secondary vocational or technical school diploma preferred
- Ability to relate well to students and adults and proven experience maintaining a clean and safe learning / business environment
- Buildings & Safety Engineering Department license in Basic Boiler Plant Operations preferred
- Minimum of three years experience in operation/repair of boilers or similar power equipment in institutional, industrial or similar facilities required

RESPONSIBILITIES:

- Maintains, operates and performs minor and major repairs, modifications, replacements and installations on boilers and boiler support equipment and systems such as feed water pumps, chemical feed pumps, generators, heat exchangers, compressors, valves, safety devices, controls and other support equipment
- Performs preventive maintenance to include cleaning, inspecting, troubleshooting, adjusting, tightening, replacing, lubricating, reporting problems, and other similar tasks on boilers and boiler support equipment
- Performs boiler efficiency tests by analyzing fuel combustion, exhaust gasses and flame characteristics, and uses this analysis to adjust and calibrate boiler operation for maximum performance and efficiency
- Installs, tests, calibrates and maintains boiler control systems and devices to include combustion water treatment, safety, and building automatic temperature controls. Uses test instruments to calibrate devices, test systems, performance and diagnose problems
- Maintains, repairs, modifies, installs, and replaces control components including valves, dampers, controllers, relays, control panels, sensors, transmitters, meters, etc
- Inspects boilers and boiler support equipment on a regularly scheduled basis and records observed performance data

- Tests boiler water for suspended solids and hardness levels, and adjusts chemical feed apparatus accordingly
- Maintains, repairs, modifies, replaces and installs boiler and boiler support equipment to include water and fireside tubes, exhaust systems, pumps, motors, valves, compressors, heat exchangers, and related systems. Documents all work performed.
- Meets with School Leaders, Administrator of Building Operations, and Maintenance Supervisor to provide reports on building needs and conditions
- Responds to immediate safety and/or operational concerns (e.g. facility damage, alarms) for the purpose of taking appropriate action to resolve immediate safety issues and maintaining a functioning educational environment
- Maintains a clean and orderly boiler room, and paints boiler room surfaces and equipment when needed
- Assists contractors working on boiler room and building systems projects, and assists insurance inspectors and other inspecting agencies performing boiler and boiler support equipment inspections
- Works with school employees, service companies and contractors to maintain and improve the work environment
- Solicits price proposals from vendors for supplies, equipment, and/or repairs and assists with soliciting of price proposals from outside contractors
- Attends in-service training (e.g. blood borne pathogens, asbestos, first aid, etc.) for the purpose of receiving information on new and/or improved procedures
- Performs the duties and responsibilities of other positions within the building as skills and experiences permit
- Other responsibilities as assigned by the Administrator of Building Operations and/or School Leader/Director

BUSINESS MANAGER

The business manager is employed by Bardwell Group and will have a working knowledge of Generally Accepted Accounting Principles, Microsoft Excel, Microsoft Word, accounting software, excellent verbal and written communication skills, great customer service skills, be able to multi-task, highly organized, must pay attention to details and must possess confidentiality at all times. He/She must meet all applicable state certification and other requirements for position. The business manager shall report to the Controller and the CEO of Bardwell Group.

QUALIFICATIONS:

- Bachelor's Degree required
- 4 years or more experience in school accounting
- Ability to work successfully in a fast-paced environment while maintaining good relationships with co-workers and supervisors.
- Capacity to effectively communicate accounting related matters to all levels of staff and management
- Experience in Accounting/Finance

RESPONSIBILITIES

Accounts Payable/Purchase Order Duties:

- Maintain all David Ellis Academies, Accounts Payable vendor files: general, paid, open and recurring.
- Review and process all Accounts Payable invoices (vouchers) and check request
- Prepare and process all Accounts Payable checks
- Review and process all Purchase Orders
- Maintain and file:
 - Aged Trial Balance
 - A/P Check Register
 - Purchase Orders
- Reconcile month-end vendor statements to our records and correct as necessary
- Maintain records related to 1099's

- Ensure vendor packages have been completed for all approved vendors
- Vendor Analysis - Monthly
- Vendor/RFP contract coordination

General Ledger Duties:

- Working understanding of Michigan Dept. of Education chart of accounts,
- Complete and reconcile all Bank Reconciliation reports monthly,
- Process and maintain all new account input for Quickbooks
- Prepare Financial Statements for David Ellis Academies
- Prepare, update, maintain fixed assets
- Reconcile and post all Bond Statement entries monthly
- Setup and perform Operational Audits
- Manage and maintain E-Rate Program for David Ellis Academies
- Create and perform Lunch Room Audits (Bi-Annually)
- Maintain and manage Lunch Room Audit for Year-End Review
- Prepare and post biweekly Payroll J/E Postings
- Perform Account Analysis on all G/L accounts (Monthly)

Accounts Receivable Duties:

- Prepare and process weekly bank deposits (David Ellis Academies)
- Create intercompany invoices for reimbursable
- Posting Cash Receipts
- Maintain all 'Cash Receipts Journals'
- Posting Journal Entries
 - State Aid
 - Supplemental Revenues (Title I, Title II, IDEA, Misc. Wires, etc)

Payroll Duties:

- Import bi-weekly payrolls from Payroll 1 to school ledger
- Verify benefits postings and reconciliation

Other Duties:

- Engage in frequent communication with vendors, school leaders, management company contacts

- Ensure that all school reports comply with applicable governmental regulations, professional standards and school policies and procedures
- Comply with authorizer, state, and investor report requests
- Attend weekly Accounting Meeting
- 40 hours per academic year of professional development (i.e. MSBO Conference, MEIM classes, etc.)
- Other duties as assigned by the school management team

CUSTODIAN / MAINTENANCE

The custodian is an employee of Bardwell Group and reports to his/her immediate supervisor.

QUALIFICATIONS:

- High School Diploma
- Basic knowledge of common building repairs
- Ability to relate well to students and adults and proven experience maintaining a clean and safe learning / business environment
- Must meet all applicable state certification and other requirements for position

RESPONSIBILITIES:

- Maintain floors, furnishings, walls, doors, and fixtures in a clean, safe, operable and presentable condition
- Sanitize toilets and wash basins daily, dispose of trash
- Change light bulbs when needed
- Make minor repairs and recommend when outside contractor is needed
- Keep toilet tissue, paper towels, soap dispensers adequately supplied
- Wax and polish occasionally
- Keep entrances, walks, porches, parking areas swept, free of debris and obstruction.
- Assist in all housekeeping duties
- Assist in setting up and putting away heavy equipment
- Lock doors, put away outdoor equipment, close and lock windows and see that building is secured for the evening
- Develop and monitor, in collaboration with the School Leader/Director and other faculty, a regular maintenance and cleaning schedule aimed at keeping the premises and facility in top condition at all times
- Maintain and monitor inventory for all cleaning and miscellaneous building supplies
- Maintain certification in asbestos training
- Other responsibilities as assigned by the Maintenance Supervisor, School Leader/Director, and/or Administrator of Building Operations.

DATA ASSESSMENT COORDINATOR

The Data Assessment Coordinator is an employee of Bardwell Group and is responsible for administering and leading all district assessments. The Coordinator ensures district compliance in specific assessment procedures and practices.

QUALIFICATIONS:

- Bachelors degree or higher with coursework in mathematics, statistics, Curriculum/Assessment or related field
- Michigan teaching certificate or administrator certificate preferred
- Five years teaching experience preferred
- Demonstrated ability to provide leadership resulting in teamwork and collaborative working relationships
- Demonstrated leadership in the ability to work cooperatively with colleagues to attain the vision
- Evidence of ability to establish working relationships that result in mutual respect
- Ability to communicate effectively as a writer, speaker and presenter
- Demonstrate knowledge with various computer information and data management systems (i.e. Microsoft Excel), in addition to general proficiency and problem solving regarding information
- Knowledge of federal and state educational mandates
- Good interpersonal and public relations skills
- Ability to multitask with ease, prioritizing appropriately
- Proven track record of delivering accurate, comprehensive results within tight deadlines

RESPONSIBILITIES:

- Administration of State required assessments across schools and classrooms and oversight of all test administration for PreK-12 programs
- Directs the development, administration and management of all District assessment programs
- Provides leadership and representation on assessment related committees, taskforces and workgroups as directed
- Serves as central resource for statistics, data and related information needed for building and district School Improvement Plans/NCA AdvancED/MAP/MSTEP
- Provides leadership and coordinates the use of district assessment systems (e.g., systems used for common assessments, universal screening, MAP, and MSTEP)
- Provides assessment data and leadership to building and district administration in interpreting student testing data for analysis of student growth and achievement
- Provides student growth data to be used in staff evaluation of programs and instruction

- Plans, organizes, controls and directs all required district assessments
- Works collaboratively with Superintendent, building administrators, school staff and educators
- Prepares presentations that analyze and interpret assessment results for schools, administrators, school board and the public
- Supports consistent and effective use of internal assessments for the schools and classrooms
- Supplies data to ensure that the schools meet State requirements for annual education reports
- Coordinates all requests for school data in compliance with school policies
- Perform such other tasks and assume such other responsibilities as may be assigned by the Superintendent

DEAN OF STUDENTS

The Dean of Students is an employee of Bardwell Group and reports to the School Leader. The Dean of Students has a responsibility to assist administrators, teachers, parents and students in resolving student attendance, behavioral and disciplinary problems in a consistent manner.

QUALIFICATIONS:

- Bachelors and/or Masters Degree from an accredited college or university
- Knowledge of applicable laws and regulations regarding student discipline, bullying, sexual harassment, etc
- Knowledge of student behavior management techniques
- Knowledge of dispute resolution techniques and ability to engage in dispute resolution
- Ability to communicate effectively verbally and in writing
- Ability to establish and maintain cooperative working relationships with others contacted in the course of work
- Successful experience working with children at risk
- Successful experience developing and implementing professional development programs relating to non-academic student behavioral issues preferred

RESPONSIBILITIES:

- Supervise the consistent and fair administration and tracking of student conduct and discipline data (merits/demerits);
- Coordinate and supervise the PBIS/Leadership in Me program
- Contribute toward a safe environment for learning, including ensuring that student conduct is maintained and discipline is enforced fairly and consistently, and updating and implementing the required annual school safety report;
- Serve as liaison to parents and facilitate parent education and involvement, including reinforcing the need for parents to support the school's policies and practices for student discipline, dress code, homework, and events;
- Coach teachers on classroom/ behavior management techniques.
- Assist in making formal reports to the leadership team, Board of Directors, etc. on student conduct, school safety and related matters;
- Implement and follow policies and procedures for student dress code, discipline and other policies related to maintaining a positive school culture of learning and achievement;
- Facilitate faculty and staff development related to school culture and consistent enforcement of student discipline;

- Assist organizing school events including open houses, parent conferences, Parent Universities, etc.
- Facilitate parent education and involvement, including reinforcing the need for parents to support the school's policies and practices for student discipline, dress code, homework, and events;
- Effectively works with the leadership team to meet the needs of students.
- Counsels individual and small groups of students to address academic and social emotional growth needs.
- Assists middle school students in registering for courses best suited to meet their academic needs, interests and abilities, while collaborating with students, parents, faculty and administration to assess the best educational plan to meet student's wide range of needs.
- Monitors academic progress and assists students (and their parents/guardians when needed) in addressing deficiencies.
- Collaborates with parents, SPED Coordinator, Social Worker and Guidance Counselor to provide referrals for outside counseling, tutoring, and or educational testing when necessary.
- Active in the grade level school team meetings to address concerns related to students at their respective grade level.
- Communicates with students' families as necessary to keep them abreast of any observed changes in an individual student's conduct.
- Meets with grade level team and/or individual teacher to discuss matters related to student success.
- Meets regularly with the School/Building Leader to discuss matters related to students and their success.
- Serves as building leader in his absence.
- Monitor the timeliness of special Ed school and state requirements.
- Fulfill other duties and responsibilities as assigned by the School Leader

FOOD SERVICE SUPERVISOR

The Food Service Supervisor is an employee of Bardwell Group and reports to the School Leader/Director and/or Administrator of Building Operations.

SUMMARY OF WORK

- Administers the food service program in a multiple-site program according to policies and procedures, and federal/state requirements
- Supervises and trains foodservice personnel
- Ensures high standards of food preparation and service with emphasis on menu appeal and nutritional value
- Maintains high standards of sanitation and safety
- Maintains records of income and expenditures, food, supplies, personnel and equipment
- Facilitates cooperation with education partners such as administrators, teachers, parents and students
- He/She must meet all applicable state certification and other requirements for position

RESPONSIBILITIES

- Works with food service vendor to ensure that USDA Meal Pattern and nutritional requirements are met
- Shop for breakfast items and oversee the preparation of breakfast
- Develop catering menu for monthly staff breakfast and upon request from school leader
- Plans menu adaptations for children with special needs
- Enforces federal and state regulations regarding nutritional standards, reports and records
- Prepares and maintains all records for required audits and reviews
- Oversees the administration of the district's free and reduced price meals program according to federal regulations

- Ensure that established sanitation and safety standards are maintained
- Maintains an efficient food service operation and a high quality food service staff by recruiting, selecting, training, scheduling, supervising and evaluating all food service personnel
 - a. Ensure the successful operation of servicing students on a daily basis during breakfast and lunch
 - b. Monitor the floor to ensure that lunch aides are in place and performing their duties satisfactorily
- Communicate food service needs to vendor daily regarding food count for the following school day
- Troubleshoot and correct issues, complaints and problems within your department in a timely manner

Instructional Supervisor

The Instructional Supervisor is an employee of Bardwell Group and has a responsibility to facilitate the supervision of instructional staff.

QUALIFICATIONS:

- Masters degree with a concentration in Curriculum and Instruction, or its equivalent, from an accredited institution
- Teacher certification meeting criteria established by the Teacher Preparation and Certification Division of the Michigan Department of Education
- Experience teaching children in a learning environment.
- At least 3 years experience in supervision is preferred.
- At least 3 years lead teacher experience

Must meet all applicable state certification and other requirements for position

RESPONSIBILITIES

- Review lesson plans weekly and evaluate correlation to state standards, variance for differentiated instruction, creativity, and rigor. Give written feedback when necessary and provide documentation to the building leader.
- Monitor grade book for teachers assigned to you. Grades should reflect the minimum requirements as specified by the policy. Give feedback by way of email when teachers are not compliant and copy the building leader.
- Major concerns must be reported or discussed with the building leader in a timely manner.
- Oversee the Curriculum Coordinator's execution of services and in collaboration with the building leader give the final word on curricular matters.
- Facilitate with the building leaders and curriculum coordinator the development, maintenance, and revisions of curriculum documents on a systematic review and analysis schedule. The group will complete a written timeline for doing so by mid-fall of 2016.
- Assist in leading the school improvement team. Supervisors may divide the assignment to work specifically with one school rather than both.
- Assist achievement coaches
- Provide ongoing effective communication with the leadership team, support staff and teachers.

- Conduct a systematic review of Academy curriculum and instructional materials to determine relevance and to ensure their correlation to the Common Core standards as updated
- Work with curriculum coordinator to ensure curricular alignment in all grade levels
- In collaboration with the building leader and the Bardwell issued template, determine a schedule for class visitations on a weekly basis to ensure that all staff probationary and permanent is performing at a satisfactory level.
- Assist in the planning and implementation of effective staff development activities that address the mission of the district, program evaluation outcomes, best practices, and input from teachers and others. Collaborate with building leaders when utilizing staff to conduct professional development sessions.
- Teach model lessons to aide teachers when necessary
- Motivate the instructional staff to achieve improvement goals
- Serve as PLC Leader
- Determine a schedule for attending and monitoring grade level meetings. Determine a basic agenda that teams will use for weekly meetings. The teams should provide sign in sheets and evidence of compliance.
- Assist with student discipline only when necessary
- Facilitate parent meetings when necessary
- Fulfill other duties and responsibilities as assigned by the CEO in collaboration with the building leaders.

LUNCH AIDE

The lunch aide is an employee of Bardwell Group and reports to the Food Service Supervisor.

QUALIFICATIONS

- High School Diploma and/or experience working with supervising children
- Ability to work collaboratively with others
- Proven track record of working or volunteering for organizations where they have directly participated in implementing and maintain a regular schedule
- Ability to cooperate with others
- Ability to communicate and interact effectively with others, especially students and parents
- Lunch aides must meet all applicable state certification and other requirements for position

RESPONSIBILITIES

- Maintain a safe and orderly environment during lunch time
- Assist children, especially the younger children with preparing for lunch, eating their meals and cleaning up when done
- Be willing to complete training in basic first aid and safety
- Work collaboratively and cooperatively with teachers, parents, and other staff
- Other duties as assigned by the School Leader/Director and Supervisor

MAINTENANCE SUPERVISOR

The Maintenance Supervisor is responsible for the daily custodial operations, maintaining a sanitary and safe facility for students, employees and the public; minimizing property damage, loss and liability exposure; ensuring that assignments are completed in a safe, proper and timely manner and overseeing and supporting assigned custodians in the performance of their assignments.

He/She is an employee of Bardwell Group and reports to the School Leader, Administrator of Building Operations, and Business Manager.

QUALIFICATIONS:

- High School Diploma
- Basic knowledge of common building repairs
- Ability to relate well to students and adults and proven experience maintaining a clean and safe learning / business environment
- Must meet all applicable state certification and other requirements for position

RESPONSIBILITIES:

- Cleans assigned school facilities (e.g. classrooms, offices, gym, restrooms, grounds) for the purpose of maintaining a sanitary, safe work environment
- Delivers various items and materials (e.g. supplies, mail, packages, furniture) for the purpose of ensuring adequate supplies to the appropriate parties
- Informs students, other site personnel and supervisor for the purpose of providing information regarding activities, safety and/or proper maintenance of facilities
- Inspects school facilities for the purpose of ensuring that the site is suitable for safe operations, maintained in clean condition, and identifying necessary repairs
- Leads, directs and assists in organizing written work schedules and written performance inspections of custodial employees
- Maintains active custodial substitute lists for the purpose of scheduling substitutes as necessary, including floating custodian assignments
- Oversees minor maintenance work performed by custodial staff
- Maintains inventory of supplies
- Meets with School Leaders, Administrator of Building Operations, and custodians to provide reports on building needs and conditions

- Responds to immediate safety and/or operational concerns (e.g. facility damage, alarms) for the purpose of taking appropriate action to resolve immediate safety issues and maintaining a functioning educational environment
- Checks buildings and grounds to ensure that they are properly cleaned
- Ensures shrubs, lawns and flower beds are trimmed clean and safe
- Arranges furniture and equipment for the purpose of providing adequate preparations for meetings, classroom activities and events
- Works with school employees, service companies and contractors to maintain and improve the work environment
- Solicits price proposals from vendors for supplies and equipment and assists with soliciting of price proposals from outside contractors
- Instructs custodial employees on how to respond to system failures, location shut off procedures for water, fire sprinklers, gas and electric
- Attends in-service training (e.g. blood borne pathogens, cleaning solvents, floor care, first aid, etc.) for the purpose of receiving information on new and/or improved procedures
- Maintain certification in asbestos training
- Other responsibilities as assigned by the Administrator of Building Operations and/or School Leader/Director

MATH SPECIALIST

The job of the Math Specialist is done for the purpose of providing math instructional assistance for qualifying Tier 2 and Tier 3 students. The Math Specialist is an employee of Bardwell Group and reports to the Instructional Supervisors, School Leader/Director, and Superintendent of Curriculum & Instruction.

QUALIFICATIONS:

- Bachelor Degree or above from an accredited four-year college or university. Masters degreed preferred
- Valid Michigan Teacher's Certificate for the appropriate grade level and/or subject matter
 - Math Endorsement
- Minimum of 3 years of successful teaching experience with at least 2 years in the K-12 classroom
- Must meet all applicable state certification and other requirements for position

RESPONSIBILITIES:

Instructional Program: The Reading Specialist's full-time job is to improve Reading instruction and to provide targeted reading intervention to students in the school. Instructional responsibilities include:

- A math instruction and assessment resource to classroom teachers
- Conducts math in-service trainings
- Coordinates Math nights for parents and families
- Maintains math records on student achievement if needed for Title 1 reporting
- Administer math instruction for Tier 2 and Tier 3 to close achievement gap
- Meets and collaborates with other Math Specialists in the District
- Participates in PLCs to discuss math data.
- Plans math instruction for Tier 2 and Tier 3
- Prepares and interprets math data, formal and informal, developing best practice suggestions
- Performs other duties as assigned

➤ **Staff Development:**

- Provide resources and training opportunities for professional growth for classroom teachers (e.g., through in-service courses, workshops, seminars, conferences etc. as approved by the Superintendent/Academic Director) on evidence-based math research and practices
- Provide for his/her own professional growth by attending in-service courses, workshops, seminars, conferences etc...
- Act as a catalyst for building a school learning community that focuses on integrated learning, building connections across grades

PARAPROFESSIONAL

The Paraprofessional is an employee of Bardwell Group. He/she will help the teacher or teachers assigned to in an effective and timely manner while at all times displaying a willing attitude to enhance the efforts of the Academy. He/she will use appropriate materials, provided by the instructor, to aid students in areas of academic weakness. Paraprofessionals will have a functional relationship with the teachers they are assigned to and a direct reporting relationship to the Instructional Supervisors and School Leader/Director.

QUALIFICATIONS

All Title I Paraprofessionals hired after January 8, 2002 will meet the requirements of the No Child Left Behind Act of 2001 including: will have completed at least two years of study at an institution of higher education; obtained an associate's degree or met a rigorous standard of quality and can demonstrate, through a formal state or local academic assessment of knowledge the ability to assist in instructing: 1) reading, writing and mathematics, or b) reading readiness writing readiness and mathematics readiness.

All Title I Paraprofessionals hired before January 8, 2002 must meet the above requirements within four year of this date. These specific federal requirements do not apply to any paraprofessional who: 1) are proficient in English and another language and act primarily as translators; or 2) conduct only parental involvement activities. Must meet all applicable state certification and other requirements for position.

RESPONSIBILITIES

- Provide assistance with small group instruction within the classroom
- Prepare and submit weekly reports on student progress or lack of progress
- Confer with the classroom instructor on a weekly basis regarding supplemental instructional material for students
- Display the ability to communicate and convey ideas to students, parents and instructors
- Maintain high ethical and professional integrity

- Participate in professional development as assigned and mandated by the No Child Left Behind Act of 2001
- Other duties that may be requested by classroom instructors and approved by the School Leader/Director, or directly assigned by the School Leader/Director

PAYROLL ADMINISTRATOR

The Payroll Administrator is an employee of Bardwell Group and reports to the Business Manager and Human Resources Director.

QUALIFICATIONS:

- Must meet all applicable state certification and other requirements for position
- Associate's degree (A.A) or equivalent from a two-year college or technical school or one or more years related experience and/or training; or equivalent combination of education and experience
- College degree is preferred
- 2-3 years of payroll experience required
- Strong knowledge of NovaTime/Payroll 1 is essential
- Solid understanding of payroll and payroll tax laws is also a must
- Proficiency in Word and Excel
- Clear written and verbal communications
- Organize and write procedures in a logical/methodical manner
- Good time management skills
- Excellent attention to detail
- Work well in a team environment
- Able to maintain confidential information

RESPONSIBILITIES:

- Compile payroll data such as garnishments, vacation time, insurance and 401(k) deductions
- Poll electronic time clocks (NovaTime software) and review the downloaded information for completeness and accuracy
- Contact various department supervisors for any missed times
- Process weekly transfer of payroll data to Payroll 1
- Pull many internal management reports from Payroll 1/NovaTime software
- Other duties may be assigned to meet business needs

READING SPECIALIST

The Reading Specialist is a specially prepared professional who has responsibility for the literacy performance of readers in general or struggling readers in particular within the school.

The Reading Specialist is an employee of Bardwell Group and reports to the Instructional Supervisors, School Leader/Director, and Superintendent of Curriculum & Instruction.

QUALIFICATIONS:

- Bachelors, or its equivalent, from an accredited institution
- Michigan K-6 Elementary Teaching Certification with a Reading Specialist endorsement
- Minimum of 3 years of successful teaching experience with at least 2 years in the K-12 classroom
- Must meet all applicable state certification and other requirements for position

RESPONSIBILITIES:

Instructional Program: The Reading Specialist's full-time job is to improve Reading instruction and to provide targeted reading intervention to students in the school. Instructional responsibilities include:

- Promote interest in reading
- Implement, maintain, and evaluate the reading curriculum in grades K-8
- Coordinate the school reading and language arts and primary programs
- Coach (e.g. co-teach, model, demonstrate, observe, and provide feedback) classroom teachers on the implementation of core and intervention approaches for K-8 reading and the use of formative assessment data as the basis for instructional decision making; use scaffolding techniques to help teachers become comfortable in implementing evidence-based instructional practices
- Provide support for the implementation of the comprehensive reading program and approach selected by PCA that addresses the five components of reading (i.e., phonemic awareness, phonics, fluency, vocabulary, and comprehension strategies) in a systematic manner
- Become familiar with the administration and interpretation of in-depth diagnostic measures or additional assessments commonly used in the school

- Coordinate reading assessments at appropriate grade levels and assist teachers in analyzing the test results
- Assist teachers with instructional reading intervention strategies and procedures
- Evaluate students with severe reading problems that may require additional support services
- Monitor and track individual student progress in reading
- Model reading and language arts instruction in K-8 classrooms
- Assist in assuring continuity between regular programs and other special areas
- Collaboratively select and coordinate all reading and language arts materials used in the classrooms with approval by Administration
- Submit appropriate data and reports
- Perform other duties as assigned

➤ **Staff Development:**

- Provide resources and training opportunities for professional growth for classroom teachers (e.g., through in-service courses, workshops, seminars, conferences etc. as approved by the Superintendent of Curriculum & Instruction) on evidence-based reading research and practices
- Provide for his/her own professional growth by attending in-service courses, workshops, seminars, conferences etc...
- Act as a catalyst for building a school learning community that focuses on integrated learning, building connections across grades

SCHOOL LEADER

The School Leader will oversee the instructional programs of the Academy including the following three focus areas:

- | | |
|--------------|---|
| Instruction: | Promoting and maintaining a productive, creative and caring atmosphere in which every student can experience success. |
| Performance: | Fostering an environment where students and staff are challenged to reach their greatest potential. |
| Evaluation: | Gathering and compiling data to determine if Academy's vision, mission, goals and objectives are being met. |

The School Leader reports directly to the CEO. And he/she must meet all applicable state certification and other requirements for position.

QUALIFICATIONS

- Master's Degree in Education or an equivalent degree from an accredited institution
- Several years administrative and/or curriculum development and teaching experience
- Understands the changing and creative environment that leads to academic excellence
- A commitment to the ethical standards of personnel practices and willingness to continue professional development
- High degree of personal and professional integrity
- Skilled in developing positive inter-personal relationships

RESPONSIBILITIES

- Supervise the planning and implementation of the daily program in accordance with the policies and educational philosophy of the Academy
- Secure sustained parent and community involvement in all programs that affect the Academy
- Develop and effectively maintain a personal work plan listing goals, activities, dates and results expected
- Develop and administer a periodic evaluation tool to measure the effectiveness of teacher's teaching methods and interpersonal skills
- Actively be involved in collaborative efforts of the teaching staff to enhance education at the Academy; develop a positive climate that is conducive to teaching and learning
- Enable synergy to be the thrust of education excellence; providing assistance to the teachers in planning, classroom management, student evaluation and the delivery of the instructional programs

- Develop and oversee the implementation of training and professional development plans matched to school improvement strategies
- Assist in developing and monitoring budget for instructional area, summer school, consolidated application, and other programs as designated by Bardwell
- Develop and implement school calendar and daily schedules
- Maintain a clean and safe physical plant, creating an environment that promotes student learning
- Fulfill other duties and responsibilities assigned by the CEO

SCHOOL SOCIAL WORKER

School social workers assist students with academic learning by providing strategic services that identify and address the social-emotional-environmental issues that interfere with the educational process. Working with parents/guardians, teachers, school principal/principal's designee, and community based resources, the school social worker implements strategies that promote students' positive school adjustment. Each social worker is assigned to the school(s) based upon identified needs of the student population. School social Workers must meet all applicable state certification and other requirements for position.

The school social worker is an employee of Bardwell Group and reports to the School Leader/Director.

QUALIFICATIONS

- Master's degree in social work from an accredited university
- Twenty (20) contact hours of practice area specific continuing professional education
- One of the following: Current CSW- level state social worker license, or a current exam-based school social work license, registration, or certification issued by the Michigan Department of Education

RESPONSIBILITIES

- Identifies and assesses academic problems through analysis of factors impinging on student adjustment including factors in the home, school, and community
- Serves as a liaison between families and the school to positively promote collaborative processes in educational planning for students by encouraging parent/guardian participation in the school setting
- Completes psychosocial assessments to assist in the determination of special education services
- Determines and implements appropriate therapeutic strategies to effect changes in behavioral-social interactions of students and their families
- Provides individual and group therapeutic counseling to students and their families
- Provides parent/guardian educational workshops on identified issues related to child development, stress reduction, discipline and safety, and teacher/parent/student communication
- Collaborates with school staff and other school system personnel in implementing strategies

to promote student learning

- Participate as members of the IEP, SST, and other school based teams to develop interventions for promoting students' academic success
- Serves on both school-based and system-wide committees to address educational issues, adjustment problems, safety issues, and program development for students.
- Provides crisis intervention services
- Provides social work case management for students and families
- Provides staff consultation on behavioral-emotional-environmental issues affecting student participation in the learning process
- Conducts staff development on issues related to social-emotional-environmental factors that impact learning
- Develops programs to address parent/guardian participation in the school and student engagement in the educational process
- Conducts classroom meetings, psycho-educational social skills groups, and classroom presentations on identified areas of concern for the students
- Maintains required clinical records and submits appropriate documents for statistical reports with adherence to program standards in school social work
- Conducts home visits related to establishing communication and positive connections between the parent/guardian and school setting around identified issues
- Completes risk assessments on referred students
- Completes functional behavior assessments on identified students.
- Completes classroom observations
- Serves as liaison with community agencies and assists in fostering communication between schools, parents/guardians, and community leaders
- Locates and mobilizes community resources to support the educational program
- Attends meetings and professional development activities as required

SENIOR INFORMATION TECHNOLOGY PERSONNEL

The job of the Senior Information Technology Personnel was established for the purpose/s of designing, configuring, installing, maintaining, and repairing network systems, subsystems and servers; overseeing the computer/server room operation and environment; providing information, direction and/or recommendations regarding network installations and configurations including television, intercom, telephone and wireless systems; resolving network operational issues; and providing technical support to staff.

The Senior Information Technology Personnel is an employee of Bardwell Group and reports to the CEO.

QUALIFICATIONS:

- Bachelor's degree in job related area or 5 or more years of experience
- Ability to work independently under broad organizational guidelines to achieve unit objectives
- Ability to manage a department
- Ability to be flexible and independently work with others in a wide variety of circumstances
- Independent problem solving is required to analyze issues and create action plans
- Specific ability-based competencies required to satisfactorily perform the functions of the job include:
 - setting priorities; establishing effective relationships; being attentive to detail; conveying technical information to non-technical audiences; and working nonstandard hours when necessary
- Knowledge in the following areas:
 - Computer hardware and software systems and programs
 - Computer networks, network administration and network installation
 - Computer troubleshooting
 - Computer viruses and security
 - E-mail and internet programs
- Specific skill-based competencies required to satisfactorily perform the functions of the job include:
 - utilizing pertinent network, application, operating system monitoring and troubleshooting software; adhering to safety practices; planning and managing projects; and preparing and maintaining accurate records

RESPONSIBILITIES:

- Administer systems and servers related to LAN and WAN (e.g. email systems, accounts, print queue, workstation ID, IP assignments, computer labs, classroom computers, security, antivirus, spyware, etc.) for the purpose of ensuring availability of services to authorized users
- Troubleshoot hardware, software and network operating system

- Install network (client and server) software on a variety of platforms (e.g. service packs, application software, operating software, hardware upgrades, etc.) for the purpose of upgrading and maintaining WAN/LAN and telecommunication systems
- Maintain network operations and software applications (e.g. servers (file, print, application, WEB, database, proxy, etc.), operating systems, server backup, routine maintenance programs, etc.) for the purpose of ensuring efficient operations
- Provide network access to staff and students
- Provide orientation to new users of existing technology
- Manage assigned projects and program components including television, intercom and wireless services (e.g. migration to new systems, scheduling installations, product research, etc.).
- Monitor security of all technology
- Maintain current and accurate inventory of technology hardware, software and resources
- Prepare written materials (e.g. procedures, system level documentation, reports, memos, letters, budgets, etc.) for the purpose of documenting activities, providing written reference, and/or conveying information
- Recommend equipment, supplies and materials (e.g. purchase equipment, lease equipment, etc.) for the purpose of acquiring required items and completing jobs efficiently
- Recommend policies, procedures and/or actions for the purpose of providing direction for meeting the school's goals and objectives
- Research trends, products, equipment, tests, etc. for the purpose of recommending procedures and/or purchases
- Respond to trouble tickets/inquiries from a variety of sources (e.g. staff, administrators, school site personnel, outside vendors and service providers, etc.) for the purpose of providing technical assistance and troubleshooting support
- Train staff (primarily within the technology area) for the purpose of ensuring their ability to use new and/or existing operating systems and application software
- Transport various items for the purpose of ensuring the availability of materials required at the job site
- Troubleshoot malfunctions of network hardware and/or software applications within the school's local and wide area networks, television, wireless, intercom, telephones and security systems (e.g. servers, hubs, routers, network protocols, etc.) for the purpose of resolving operational issues and restoring services
- Fulfill other duties and responsibilities as assigned by the CEO and Administration

SPECIAL EDUCATION/RESOURCE ROOM INSTRUCTOR

The special education/resource room instructor is an employee of Bardwell Group and reports to School Leader.

QUALIFICATIONS:

- Bachelor's degree or higher
- Michigan Teacher's Certification and highly qualified with endorsement in an area of special education
- At least 2-3 years of experience
- Familiar with IDEA, NCLB, State and local laws, and WRESA compliance rules and regulations
- Must meet all applicable state certification and other requirements for position

RESPONSIBILITIES:

- Prepare all pertinent paperwork and forms in preparing for initials and annuals IEPs in consultation with parents and IEP team members
- Design instruction, both individual and small group, which parallels the general education curriculum
- Articulate curriculum between and among student levels
- Work in partnership with general education staff in implementing student's IEP modifications and accommodations
- Monitor student progress quarterly
- Participate in review and revision of IEP, as appropriate
- Assist RTI team in development of planned remediation and evaluation of student progress prior to being referred for special education consideration
- Maintain appropriate student data and other records and submit monthly reports
- Maintain accurate attendance records
- Participating in staff development
- Other duties as assigned

STUDENT ACHIEVEMENT COACH

This job description is not a stand-alone job description, but a rider to our basic education and exceptional education job descriptions. In addition to modeling the implementation of exemplary educational practices with students in the classroom, this instructor will serve as a school-based instructional leader and coach. The Student Achievement Coach must meet all applicable state certification and other requirements for position.

The Student Achievement Coach is an employee of Bardwell Group and reports to the Instructional Supervisor, School Leader/Director, and Superintendent of Curriculum & Instruction.

REQUIRED QUALIFICATIONS:

- Valid Michigan Department of Education Teacher Certificate in area of assignment
- Minimum of four years of successful K-12 classroom teaching experience in the area of assignment
- Demonstrates knowledge of K-9 common core curriculum and integrating technology into the curriculum

DESIRED QUALIFICATIONS:

- Professional development in the areas of:
 - Research-based exemplary practices in curriculum, differentiated instruction, technology integration and assessment
 - Communication skills
 - Leadership development
 - Classroom management
 - Peer observation, coaching, mentoring and conferencing skills
 - Student and parent conferencing skills
- Master's degree with a concentration on curriculum from an accredited institution. Reading endorsement preferred.

KNOWLEDGE, SKILLS, AND ABILITIES

- Develop a program or coaching cycle to successfully coach teachers
- Knowledge of K-2 standards-based curriculum and K-8 common core curriculum instruction and assessment as they relate to each other and influence student achievement
- Highly skilled at implementing exemplary educational practices resulting in demonstrated student achievement gains
- Ability to lead colleagues by utilizing effective communication and leadership skills

SUPERVISES: Not Applicable

RESPONSIBILITIES:**➤ Professional Development**

- Assist with school wide data analysis, as part of a professional development needs assessment
- Observe and provide follow-up related to professional development for the purpose of insuring implementation of exemplary practices
- Demonstrate continued professional growth through self-directed as well as defined professional development opportunities, which may include additional training, professional learning communities, outside research, and reading professional literature
- Assist in the coordination of school based professional development opportunities linked to individual professional development plans and job competencies
- Conducts/Assists IS's with PD based upon needs of each site

➤ Coaching

- Establish a model demonstration classroom of research-based exemplary practices for the purpose of collegial observations
- Assist teachers with writing lesson plans to support the curriculum
- Regularly demonstrate model lessons and share expertise with other teachers in both formal and informal settings
- Regularly observe and provide feedback to teachers
- Assist teachers with teaching and learning strategies, processes and procedures of requirements regarding assigned programs and initiatives
- Data Analysis with grade level teams

➤ Curriculum, Instruction and Assessment

- Assist in the development and implementation of standards-based curriculum and assessment opportunities, and research-based instructional best practices
- Collaborate with colleagues to develop exemplary lessons and units
- Assist teachers in understanding the use of formative and summative assessments in order to differentiate and improve instructional practices and strategies
- Informal weekly walkthroughs/observations using Charlotte Danielson rubric
- Share/discuss formative assessments with teachers
- Share/discuss various types of instructional strategies
- Model effective instructional strategies based on individual needs

➤ Communication

- Demonstrate effective communication skills when working collaboratively and coaching others
- Model appropriate communication skills and tools matched to the needs of various audiences and purposes
- Create and provide timelines, calendars and schedules regarding modeling, coaching and support
- Serve as a liaison between the school site and district staff
- AC's will meet with their assigned teacher one time every 10 days and document evidence

- AC's will create their schedule to coincide with their teacher prep time, allowing feedback to occur.
- Academic Coaches will meet on a regular basis

➤ **Leadership**

- Support and assist in implementing the district vision, school mission and school improvement plan
- Demonstrate the knowledge, skills and disposition of a change agent
- Apply the process and principles of change toward improved educational practice

➤ **Other**

- Perform other duties as assigned

STUDENT SERVICES COORDINATOR

The Student Services Coordinator shall instruct students to become self-directed learners while participating in a rigorous curriculum and environment in which students are physically, psychologically, and emotionally safe with the ultimate outcome being that all students are prepared to positively contribute to our changing global society and graduate with the skills to succeed in college and/or a chosen career.

The mission of the Student Services Coordinator is to advocate for the equity, access, and success of all students in their personal, social, career and academic development so that they can achieve their fullest potential, compete globally in the work force and contribute positively to society.

REQUIRED QUALIFICATIONS:

- Valid Michigan Department of Education Teacher Certificate
- Minimum of four years of successful K-12 classroom teaching experience
- Demonstrates knowledge of K-9 common core curriculum and integrating technology into the curriculum

KNOWLEDGE, SKILLS, AND ABILITIES

- Knowledge of K-2 standards-based curriculum and K-8 common core curriculum instruction and assessment as they relate to each other and influence student achievement
- Highly skilled at implementing exemplary educational practices resulting in demonstrated student achievement gains
- Ability to lead colleagues by utilizing effective communication and leadership skills

SUPERVISES: Not Applicable

RESPONSIBILITIES:

- Academic support, including organizational, study and test-taking skills
- Goal setting and decision-making
- Career awareness, exploration and planning
- Education on understanding self and others
- Communication, problem-solving and conflict resolution
- Multicultural/diversity awareness
- Individual student planning
- **Academic planning**
 - Goal setting/decision- making
 - Education on understanding of self, including strengths and weaknesses
 - Transition plans

- **Proactive Services**
 - Individual and small-group academic counseling
 - Individual/family/school crisis academic intervention
 - Consultation/collaboration
 - Referrals
- **System Support**
 - Professional development
 - MTSS coordinator
 - 31-A Program management and operation
- **Collaboration with:**
 - Parents (PSTA)
 - Parent education (Parent University)
 - Communication/networking
 - Academic planning
 - College/career awareness programs
 - One-on-one parent conferencing
 - Interpretation of assessment results
- **Teachers**
 - Classroom guidance activities and speakers
 - Academic support, including learning style assessment and education to help students succeed academically
 - At-risk student identification and implementation of interventions to enhance success
- **Administrators**
 - School climate
 - School-wide needs assessments
 - Student data and results
 - Student assistance team building
- **Students**
 - Peer education
 - Peer support
 - Academic support
 - School climate
 - Leadership development
 - Community
 - Field trips/service learning
 - Referrals
 - Parenting classes
 - Support groups
 - Career education (high school)

SUPERINTENDENT OF CURRICULUM & INSTRUCTION

The Superintendent of Curriculum & Instruction is employed by Bardwell Group and reports directly to the President/CEO of Bardwell and is the key individual responsible for developing and implementing both near-term and long-term plans for the education department. Additionally, this individual will coordinate, define and communicate integrated plans for the growth and development in all educational areas. He/she is part of the Management Team, but has close day-to-day interaction with and reporting responsibility to the Campus School Leaders. The ideal candidate combines both strategic thinking and strong execution skills across various forms of education styles. The Superintendent of Curriculum & Instruction must meet all applicable state certification and other requirements for position.

QUALIFICATIONS:

- Masters degree in a field of education and teaching experience required
- Five or more years of management or supervisory experience in a public educational facility
- Orientation toward results
- Ability to multi-task in a fast paced environment
- An ongoing customer focus
- The highest levels of integrity at all times

RESPONSIBILITIES:

- Develop and implement educational activities both strategic and operational, including metrics to track and evaluate progress
- Ensure campus compliance with state Department of Education, accreditation, regulations and policies, including coordinating the educational activities in the
- Institutional Effectiveness Plan (IEP)
- Research and identify trends and needs and establish program directions accordingly
- Assess quality of program operations. Modify existing program services or create new program offerings to maintain or enhance program standing
- Set and communicate program priorities and performance standards and assess operations using these criteria
- Provides for quality assurance reviews and addresses areas in need of attention
- Monitor attrition analysis and assists with campus issues relating to retention
- Coordinate strategies with college leadership staff to achieve desired organizational results in areas of customer satisfaction, student retention, graduation rates and satisfactory student progress
- Provide leadership to ensure campuses maintain satisfactory academic progress in the areas of attendance, grades, matriculation, and graduation

- Assist in developing and managing the educational budget
- Facilitate creative changes in educational programming, processes, and procedures
- Develop business plans and projections for assigned education projects and proposed projects
- Lead campuses in program direction, development of goals, and objectives
- Establish and maintain compliance with academic policy and procedure
- This position in conjunction with Campus School Leaders will oversee:
 - faculty recruitment
 - orientation
 - course assignments
 - management including
 - professional development
 - evaluation and curriculum implementation
 - control and calculation and awarding of faculty performance
- Perform other duties as assigned.

31A/RTI/TITLE I TUTORS

Tutors will help the teacher or teachers assigned to in an effective and timely manner while at all times displaying a willing attitude to enhance the efforts of the Academy. 31A/RTI/Title I Tutors will have a functional relationship with the teachers they are assigned to and a direct reporting relationship to the Instructional Supervisors and School Leader/Director.

31A/RTI/Title I tutors are employees of Bardwell Group and report to the Instructional Supervisors and School Leader/Director.

QUALIFICATIONS

- Associates Degree or the equivalent of two years of college credits
- At least two years' tutoring experience is preferred
- Possesses a positive attitude
- A desire to learn and follow instruction
- Good interpersonal skill towards administration, staff and students
- A high degree of emotional and physical stamina and the ability to cope with daily job requirements

RESPONSIBILITIES:

- Work with individual students in a mentoring and/or tutoring capacity
- Provide assistance with small group instruction outside of the classroom
- Demonstrate initiative, energy and perseverance in accomplishing assigned tasks and objectives
- Demonstrate basic working knowledge of available instructional materials and the latest teaching techniques
- Display the ability to communicate effectively with the organization, staff, students and parents
- Maintain high ethical and professional integrity
- Treat each student and parent with dignity and respect while helping students become aware of their roles as an integral member of the group
- Oversee lab areas to which assigned including inventory and general lab appearance
- Other duties as may be assigned by the School Leader/Director

GUIDANCE COUNSELOR

The Guidance Counselor has a responsibility to assist the students with personal, family, social, educational and career decisions, problems and concerns. The Guidance Counselor at all times will maintain ethical counseling techniques that will result in high self-esteem and confidence in the student.

The Guidance Counselor is an employee of Bardwell Group and reports to the School Leader.

QUALIFICATIONS:

- Master of Arts in Guidance and Counseling or a Bachelor of Arts in Education/Counseling or its equivalent from an accredited institution
- Prior classroom experience
- Verifiable experience showing positive results in an educational counseling position
- Able to provide guidance in- large group settings
- Experience and expertise in the area of vocational and educational assessment
- Familiar with current standards and computerized methods of assisting students in self-evaluation of career and job skills strengths and weaknesses
- Must meet all applicable state certification and other requirements for position

RESPONSIBILITIES:

- Enable students to understand their abilities, interests, talents, and personality characteristics so that students can develop realistic academic and career options
- Utilize appropriate and recognized assessment tools to diagnose and improve the learning ability of the student
- Demonstrate skill and experience in motivating students to academic excellence
- Demonstrate excellent interpersonal skills to develop and maintain frequent rapport with students, parents, community, business and industry partners and administration
- Provide counseling as needed for individuals, families, groups and classes
- Develop, recommend and coordinate motivational programs and activities, which help to foster positive learning and teaching environments
- Develop and coordinate effective and successful school-wide activities
- Participate as a team player in the operations and programs of the Academy
- Fulfill other duties and responsibilities as assigned by the School Leader

PUPIL ACCOUNTANT

The Pupil Accountant shall be responsible for maintaining accurate pupil records and submitting various reports to the Michigan Department of Education and other agencies, as required. He/she shall oversee that instructors are maintaining student daily attendance and prepare all documentation necessary for annual pupil accounting audits. The Pupil Accountant will work with the School Leader and Academic director to determine all capabilities of PowerSchool in order to determine the needs of a comprehensive data software system that compiles all data, necessary for reporting. The Pupil Accountant is an employee of Bardwell Group and reports directly to the School Leader/Director.

QUALIFICATIONS

- Two years of college preferred with several years of office experiences in a position of responsibility
- Computer science skills
- Excellent communication skills
- Professional integrity
- Commitment to ethical standards involving student/parent information
- Good writing skills

RESPONSIBILITIES

- Over the operation of the Academy's student information database system (PowerSchool)
- Coordinate the input of and retrieval of all data necessary for reporting, i.e. teacher/student report cards, test scores, demographics, free/reduced lunch, etc.
- Report pupil accounting in accordance with the Authorizer, the Intermediate School District (Wayne RESA), and the Michigan Department of Education (MDE)
- Enter data and maintain the Single Record Student Database (SRSD)
- Oversee requests, compilation, and filing of student records
- Supervise the inputting and distribution of report cards and progress reports
- Other duties as may be assigned by the School Leader/Director or Bardwell Administrative Office.

School Security Officer

The School Security Officer is an employee of Bardwell Group. Under general direction, the school security officer is to provide for a safe and secure school environment, foster an optimal learning environment and act as a deterrent to unsafe or poor behavior by patrolling the campus, monitoring student behavior, enforcing school policies, intervening in physical encounters, monitoring security cameras, monitoring visitors and reporting unsafe or unhealthy conditions. Patrol and monitor assigned school campus to provide security and protection to students, personnel, equipment and property; maintain campus security and protect school property against vandalism, illegal entry, fire and theft; enforce laws and regulations and respond to emergency situations.

QUALIFICATIONS:

- Graduation from High school or General Education Development (GED) Certificate.
- Associate's Degree (or equivalent college coursework) with an emphasis in Criminal Justice or related coursework preferred.
- Knowledge of school code of conduct and rules.
- Knowledge of operation of a two-way radio system and radio communication procedures.
- Knowledge of interpersonal skills sufficient to deal with normal and possible confrontational situations.
- Knowledge of basic first aid, CPR and safety practices.
- Ability to stay calm and react appropriately in unusual or emergency situations.
- Ability to diffuse situations calmly and with authority.
- Ability to exercise strict confidentiality of campus and student issues.
- Ability to think clearly and take effective action quickly in an emergency.
- Ability to deal tactfully and diplomatically with students and general public.
- Ability to understand and follow oral and written directions.
- Ability to work cooperatively with students, the general public, school personnel and law enforcement agencies with poise and consistency.

RESPONSIBILITIES WITHIN THE ASSIGNED GRADE LEVELS

- Patrol and monitor the campus to ensure the safety and well-being of students and staff and the security of the facility.
- Display ethical and professional behavior in working with students, parents, school personnel, and outside agencies associated with the school.
- Promote student responsibility for behavior and attitude by serving as a role model and dressing and grooming professionally.
- Intervene in situations likely to result in disruption or injury and direct students to refrain from such conduct.
- Ensure a smooth traffic flow of students through the hallways, assisting students with on time arrival to class and to assigned locations.

- Assist with supervision in the breakfast and lunch periods and with morning arrival and afternoon dismissal of students.
- Remove disruptive students from classes when needed.
- Assist the staff, police, and emergency personnel in handling emergencies or disruptive situations.
- Assist visitors with directions and securing proper identification. Intercept unauthorized visitors and escort them to exits.
- Report any discipline infractions, unauthorized visitors, and acts of vandalism to the building administration.
- Notify the building administration, police, and/or appropriate emergency personnel of any emergency, potentially dangerous or unusual situations.
- Notify immediately appropriate personnel of evidence of substance abuse, child abuse, child neglect, severe medical or social conditions, potential suicide or individuals appearing to be under the influence of alcohol, or controlled substances.
- Participate in appropriate in-service training and workshop programs.
- Protect confidentiality of records and information about staff.
- Maintain campus security and protect school property against vandalism, illegal entry, fire and theft.
- Inspect and monitor the security of doors, windows and gates;
- Perform any duties and responsibilities that are within the scope of employment, as assigned by their supervisor.

MANAGEMENT AGREEMENT

This Management Agreement ("Agreement") is made and entered into as of the 1st day of July , 2026 by and between **BARDWELL GROUP, INC.**, an educational management company and a Michigan corporation ("Bardwell"), and **DAVID ELLIS ACADEMY- WEST**, a Michigan public school academy ("Academy") formed under Part 6A of the Revised School Code (the "Code"), as amended, being Sections 380.501 to 380.507 of the Michigan Compiled Laws.

RECITALS

The Academy is a charter school organized as a public-school academy under the Code. The Academy has been issued a Contract to Charter a Public-School Academy and Related Documents ("Contract") by the Bay Mills Community College Board of Regents ("Bay Mills"), pursuant to which Bay Mills, as the authorizing body of the Academy, granted the Academy the ability to organize and administer a public school academy. The Code permits a public-school academy to contract with persons and entities for the operation and management of the public-school academy.

The Academy and Bardwell desire to work together to develop and bring about a system of educational excellence and innovation at the Academy based, in part, on Bardwell's school design, comprehensive educational program, and management principles.

THEREFORE, in order to operate the Academy for the 2026 to 2034 school year and the continuation of the Academy thereafter, and to implement an innovative educational program at the Academy, the parties desire to establish this agreement for the management and operation of the Academy, and the Academy and Bardwell mutually agree as follows:

ARTICLE I. CONTRACTUAL RELATIONSHIP

1.1 Authority. The Academy states that it is authorized by law to contract with a private entity for the provision of educational management services to the Academy, provided that no provision of such a contract shall be effective if it would prohibit the Board from acting as an independent self-governing public body, allow public decisions to be made other than in compliance with the Open Meetings Act, or interfere with the Board's constitutional duty to exercise its statutory, contractual and fiduciary obligations governing the operation of the Academy. The Academy further represents that it has been granted the Contract by Bay Mills to organize and operate a public-school academy pursuant to the Code. The Academy is authorized by Bay Mills to supervise and control such academy and is invested with all powers necessary or desirable for carrying out the Educational Program, as hereinafter defined, and contemplated in this Agreement.

- 1.2 Contract. The parties hereto, and herewith, agree that Bardwell, to the extent permitted by law, shall provide all employees, materials and supervision necessary for the provision of educational services to students of the Academy, and shall provide for the management, operation and maintenance of the Academy, in accordance with the educational goals, curriculum, methods of pupil assessment, admissions policy and criteria, school calendar and school day schedule, and age and grade range of pupils to be enrolled and methods to be used to monitor compliance with performance of targeted educational outcomes, all as previously adopted by the Board of Directors of the Academy (the "Board"), submitted in the Academy's application to Bay Mills, and included in the Contract, as the same may be amended and supplemented from time to time by the Board (The "Educational Program").
- 1.3 Agreement Coterminous with Academy's Contract. If the Academy's Contract issued by Bay Mills 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.
- 1.4 Compliance with Academy's Contract. Bardwell 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 Bay Mills. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement.
- 1.5 Status of the Parties. Bardwell is not a division or any part of the Academy. The Academy is a body corporate and governmental entity authorized under the Code and is not a division or part of Bardwell. The relationship between the parties hereto was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement and those of any amendments executed pursuant to Section 15.7 hereof, that may exist from time to time.
- 1.6 Independent Contractor Status. The parties to this Agreement intend that the relationship between them is that of an independent contractor, not as an employee-employer relationship. No agent or employee of the Academy shall be determined to be an agent or employee of Bardwell for any reason or purpose. No agent or employee of Bardwell shall be determined to be an agent or employee of the Academy, except for the following:
- (i) Bardwell, and its respective officers, directors, employees and designated agents are each hereby authorized to serve as agents of the Academy having a legitimate educational interest in the Program and its students for purposes of the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g et seq., ("FERPA"), such that they are jointly and severally entitled to access the educational records of the Program for all purposes related to FERPA.
- (ii) During the term of this Agreement, the Academy may disclose confidential data and information to Bardwell, and its respective officers, directors, employees and designated agents to the extent permitted by applicable law, including without limitation, the Individuals with Disabilities Education Act ("IDEA"), 20 USC §1401 et seq., 34 CFR 300.610-300.626; Section

504 of the Rehabilitation Act of 1973, 29 USC §794a, 34 CFR 104.36; the Michigan Mandatory Special Education Act, MCL 380.1701 et seq.; the Americans with Disabilities Act, 42 USC §12101 et seq.; the Health Insurance Portability and Accountability Act ("HIPM"), 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, which information may only be used in accordance with such laws and only in the performance of services under this Agreement.

(iii) As otherwise expressly designated by written agreement of the parties with consent from anyone whose consent is required by law or contract.

1.7 Access. The Academy hereby grants to Bardwell all access and occupancy to the Academy school building as necessary or convenient to Bardwell for purposes of its rights and responsibilities under this Agreement.

ARTICLE II. TERM

This Agreement shall become effective July 1, 2026, and shall end on June 30, 2034, subject to a continued Contract from Bay Mills and continued state per capita funding unless terminated sooner by the parties.

2.1 Compliance with Section 12.17 of Contract Terms and Conditions. Bardwell 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 Board in order to enable the Academy to fully satisfy its obligations under Section 12.17(a) of the Contract Terms and Conditions.

ARTICLE III. DUTIES AND RESPONSIBILITIES OF BARDWELL

3.1 Responsibility. Bardwell shall be responsible and accountable to the Board for the administration and operation and performance of the Academy in accordance with the Contract and the implementation of the Education Program. Neither Bardwell nor the Academy shall be permitted to spend Academy funds on any matter more than the amount set forth in the Academy's annual budget approved annually by the Board. Bardwell shall notify the Academy Board if any principal or officer of Bardwell or Bardwell (including any related organizations or organizations in which a principal or officer of Bardwell served as a principal or officer) as a corporate entity files for bankruptcy protection or, at the time this agreement is executed, has filed for bankruptcy protection within the last five(5) years.

3.2 Educational Goals and Programs. Bardwell agrees to implement the Educational Program. Should Bardwell determine that it is necessary to modify the Educational Program, Bardwell will make a recommendation to the Board for the proposed changes. As required by the Contract, Bardwell may implement such changes to the Education Program only after they have been approved by the Board and Bay Mills.

3.3 Specific Duties. Bardwell shall be responsible for all of the management, operation, administration, and education at the Academy. Such duties include, but are not limited to:

- (a) Implementation and administration of the Educational Program, including administration of any and all extra-curricular and co-curricular activities and programs approved by the Board.
- (b) Acquisitions. All acquisitions made by Bardwell for the Academy with Federal or State School Aid funds including, but not limited to, instructional materials, equipment, supplies, furniture, computers and other technology, shall be owned by and remain the property of the Academy. Bardwell and its subcontractors will comply with the Contract and all applicable laws, rules and regulations in addition to such competitive bidding policies as the Board may, from time to time adopt, under Section 1267 and Section 1274 of the Code as if the Academy were making these purchases directly from a third party supplier and Bardwell will not include any fees or charges to the cost of the equipment, materials and supplies purchased from third parties on behalf of the Academy. In no event will any acquisition(s) be made from persons who are related to Bardwell or its owners, directors, officers, employees or agents without the prior approval of the Board and applicable Michigan conflict of interest laws.
- (c) Acquisition of instruction materials, equipment and supplies approved by the Board. Equipment and supplies provided, or caused to be provided, to the Academy by Bardwell with funds Bardwell has received from sources other than the Academy under Sections 5.3 or 5.1 shall remain the property of Bardwell or the providing entity unless agreed in writing to the contrary.
- (d) Recruiting, hiring, evaluation, termination, management and supervision of all personnel, including provision of professional development for all instructional personnel and the personnel functions outlined in Article IX of this Agreement.
- (e) Operation and maintenance of the school building to the extent consistent with any and all leases pertaining to the Academy site, and the installation of technology integral to the school design as approved by the Board.
- (f) Management of all aspects of the business administration of the Academy, including receiving, depositing, accounting for all funds belonging to Academy and deposited in Academy bank accounts only, from any and all source. The Board shall determine the bank depository of all funds received by the Academy. All funds received by the Academy shall be initially deposited in the Academy's bank depository account. Signatories on the bank depository account shall be Board members or properly designated Board employees. All interest or investment earnings on Academy deposits shall accrue to the Academy. The Board shall

provide Academy funding on a consistent and timely basis to Bardwell to fulfill its obligations under this Agreement

- (g) Any provision of transportation or food service for the Academy as the Board decides shall be implemented pursuant to the Contract; and
- (h) Any other function necessary or expedient for the administration of the Academy and implementation of the Education Program as approved by the Board including but not limited to marketing & development costs specific to the Academy program only.

- 3.4 Subcontracts. Subject to this Agreement, Bardwell may subcontract the services it agrees to provide the Academy, including, but not limited to transportation and/or food service. However, Bardwell shall not subcontract the management, oversight or operation of the teaching and instructional program, or any other service for which the subcontractor is paid twenty percent (20%) or more of the fee paid to Bardwell pursuant to Section 5.1 except as specifically permitted and with prior approval by the Board.
- 3.5 Place of Performance. Bardwell shall implement the instruction portion of the Education Program at the Academy school building. Bardwell may perform functions other than instruction, such as purchasing, professional development, and administrative functions, at any Bardwell office, if any, unless prohibited by the Contract or applicable law. Student records and financial books and records of the Academy are Academy property, and all such records shall be maintained at the Academy school building.
- 3.6 Student Recruitment. The Board shall establish recruitment and admission policies. Bardwell shall implement such policies. Students shall be selected in accordance with the procedures set forth in the Contract and in compliance with the Code and other applicable law.
- 3.7 Due Process Hearings. The Board shall establish student discipline policies and procedures. Bardwell shall implement such policies and procedures, which shall include, but are not limited to, providing students with due process hearings in conformity with the requirements of state and federal law regarding discipline, special education, confidentiality and access to records. The Board shall provide students with a right to appeal directly to the Board for any matter of discipline that includes the possibility of long-term suspension or expulsion.
- 3.8 Other Legal Requirements. Bardwell shall provide educational services that meet federal, state, and local requirements, and the requirements imposed under the Code, the Education Program and the Contract.
- 3.9 Rules and Procedures. Bardwell shall recommend reasonable rules, regulations and procedures applicable to the Academy and is authorized and directed to enforce such rules, regulations, and procedures as are approved by the Board.

- 3.10 School Year and School Day. The school year and the school day shall be as provided in the Contract.
- 3.11 Reporting. Bardwell shall be responsible for and accountable to the Board for student academic performance and the performance of Bardwell's responsibilities as set forth herein. Bardwell shall provide student academic performance information to the Board on a quarterly basis to enable the Board to reasonably monitor the students' academic performance and Bardwell's performance under this Agreement.
- 3.12 Access to Records. Bardwell shall keep accurate financial, educational, operational and student records pertaining to its operation of the Academy and shall retain all of these records in accordance with the Michigan Department of Education's public records retention policy (or longer if required by law). All records shall be kept in accordance with applicable state and federal requirements. Financial, educational, operational and student records that are now or may in the future come into the possession of Bardwell remain Academy records and are required to be returned by Bardwell to the Academy upon demand. Bardwell and the Academy shall maintain the proper confidentiality of personnel, student and other records as required by law. All Academy records shall be physically or electronically available, upon request, at the Academy's physical facilities. This Agreement shall not be construed to restrict Bay Mills or the public's access to these records under the Freedom of Information Act or the Contract. Bardwell shall also make available to the Academy's auditor any and all records necessary to conduct and complete the annual audit.
- 3.13 Pupil Performance Standards and Evaluation. Bardwell shall implement pupil performance evaluations which permit evaluation of the educational progress of each Academy student. Bardwell shall be responsible for and accountable to the Board for the performance of students who attend the Academy. At a minimum, Bardwell will utilize assessment strategies required by Contract. The Board and Bardwell will cooperate in good faith to identify other measures of and goals for students and school performance, including but not limited to parent satisfaction. See Attachment -A-.
- 3.14 Services to Disabled Students and Special Education. Bardwell shall provide special education services to students who attend the Academy in conformity with the requirements of applicable law. Bardwell may subcontract as necessary and appropriate, with the approval of the Board and subject to the provisions of section 3.4, for the provision of services to students with special needs. Such services shall be provided in a manner that complies with local, state, and federal laws and applicable regulations and policies.
- 3.15 Programs. The services provided by Bardwell to the Academy under this Agreement consist of the Educational Program during the school year and school day, and age and grade levels, as set forth in the Contract, as such school year, school day, and age and grade levels may change from time to time. Bardwell may, in its discretion, provide additional programs, including, but not limited to, pre-kindergarten, summer school, academic camps and latch-key programs as approved by the Board. If approved by the Board, Bardwell may retain the full amount of any and all revenue collected from or for such additional programs, and Bardwell shall be responsible for the full cost of providing such additional programs,

including, but not limited to the costs of any additional liability insurance or costs incurred for personal injury lawsuits filed in connection with the provision of such additional programs.

- 3.16 Student Recruitment. Bardwell and the Academy shall be responsible for the recruitment of students subject to the provisions of the Contract or applicable federal or state laws rules or regulations, and the policies adopted by the Board. Students shall be selected in accordance with the procedures set forth in the Contract and in compliance with the Code and other applicable law. Bardwell shall follow all applicable procedures regarding student recruitment, enrollment and lottery management, and shall be responsible for publication of appropriate public notices and scheduling open houses in accordance with the Contract and applicable law.
- 3.17 Contract between Academy and Bay Mills. Bardwell will not act in a manner which will cause the Academy to be in breach of its Contract.

ARTICLE IV OBLIGATIONS OF THE BOARD

- 4.1 The Board is responsible for determining the fiscal and academic policies that will govern the operation of the Academy, including but not limited to policies related to the conduct of students while attending at the Academy or in route to and from the Academy and regulations governing the procurement of supplies, materials and equipment.
- 4.2 Subject to constraints of applicable law, requirements of the Contract, and its fiduciary obligations to the Academy, the Board shall exercise good faith in considering the recommendations of Bardwell, including but not limited to, Bardwell's recommendations concerning policies, rules, regulations, procedures, curriculum, and budgets. Bardwell shall not adopt or implement such recommendations without obtaining prior Board approval. The Board shall retain any authority it may possess to make reasonable regulations related to anything necessary for the proper establishment, maintenance, management, and carrying on of the Academy, including regulations related to the conduct of pupils while in attendance at the Academy or enroute on route to and from the Academy. The Board shall retain the obligation, as provided in Section 1274 of The Code to adopt written policies governing the procurement of supplies, materials, and equipment Bardwell shall comply with Section 1274 of the Code and the Board's policies promulgated pursuant to Section 1274 of the Code.
- 4.3 The Board is **responsible** for preparing or causing to be prepared and adopting a budget in accordance with the provisions of the Uniform Budgeting and Accounting Act, MCL 141.421 et seq. that has adequate resources to fulfill its obligations under the Contract, including but not limited to its oversight of Bardwell, 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. The Board has established that the minimum reserve amount in the fund balance shall be \$100,000.00. Bardwell may not make expenditures or commitments which deviate from the amounts or purposes of appropriations contained in the approved budget without the prior approval of the Board. In addition, the Board is responsible for determining the budget reserve amount included as part of the Academy's annual budget, for implementing fiscal policies that will assist the Academy in attaining the stated budget reserve amount and approving necessary amendments to the budget to reflect necessary deviations from the adopted budget. The budget may be

amended from time to time as deemed necessary by the Board.

4.4 The Board shall determine when to assert, waive or not, waive its governmental immunity and Bardwell is expressly prohibited from waving governmental immunity on behalf of the Academy.

4.5 No provision of this Agreement shall alter the Academy Board Treasurer's legal obligation to direct that the deposit of all funds received by the Academy be placed in the Academy's depository account as required by applicable law. The signatories on the depository account shall only be Academy Board members properly designated annually by Academy Board resolution. Interest income earned on Academy depository accounts shall accrue to the Academy

ARTICLE V COMPENSATION AND PAYMENT OF COSTS

5.1 Compensation for Services.

(a) For the term of this Agreement, the Board shall pay Bardwell an annual fee, based upon the state school aid that the Academy receives, directly or indirectly, from the State of Michigan pursuant to the State School Aid Act of 1979, as amended, (the "State Aid Act") for the particular students enrolled in the Academy ("SSA"), less the amount Bay Mills receives for its oversight responsibilities, as described in the Contract ("Gross SSA"). The SSA will change according to annual amendments to the State Aid Act. For each school year Bardwell shall receive as compensation for its services a fee equal to ten percent (10%) of the Academy's Gross SSA. Bardwell may also receive as compensation for its services a fee equal to ten percent (10%) of grant funds that it acquires for the Academy if permitted by the grant and applicable law. The Board will determine fair compensation on a Grant-by-Grant basis consistent with the grant and applicable law.

(b) Reasonable Compensation. Bardwell's compensation under this Agreement is reasonable compensation for services rendered. Bardwell's compensation for services under this Agreement will not be based, in whole, or in part, on a share of net profits from the operation of the Academy. The Board's operation of the Academy is not-for-profit.

5.2 No Related Parties or Common Control. As stated in Section 1.6 hereof, the relationship between the parties is that of independent contractor. Bardwell does not have any role or relationship with the Academy that in any way limits the Board's ability to exercise its rights, including cancellation rights, under this Agreement. The Board may not include any director, officer or employee of Bardwell. It is agreed between the Academy and Bardwell that none of the voting power of the governing body of the Academy will be vested in Bardwell or its directors, members, managers, officers, shareholders, and employees, and none of the voting power of the governing body of Bardwell will be vested in the Academy or its directors, members, managers, officers, shareholders, and employees. Further, the Academy and Bardwell will not be members of the same controlled group, as defined in Section 1.150-1(f) of the regulations under the Internal Revenue Code of 1986, as amended, or related persons, as defined in Section 144(a)(3) of the Internal Revenue Code of 1986, as amended.

- 5.3 Payment of Costs. In addition to the fee described in Section 5.1, the Academy shall reimburse Bardwell for such costs that are consistent with each Academy annual budget approved by the Board and incurred and expended by Bardwell in providing the Educational Program and other goods and services pursuant to Articles III and Article IX of this Agreement. Such costs include, but are not limited to, salaries of Bardwell employees performing work at or in connection with the Academy, curriculum and instructional materials, textbooks, library books, computer and other equipment, software, supplies, marketing and development, food service, transportation, special education, psychological services and medical services for students, if any. Bardwell shall not mark up the costs for supplies, materials, and/or equipment procured on behalf of the Academy. Bardwell shall submit to the Secretary of the Board an itemized statement of costs to be reimbursed by the Academy in a form satisfactory to the Board (the "Statement of Costs"), at least 5 days prior to the regularly scheduled monthly meeting of the Board. The Academy shall reimburse by the regularly scheduled monthly meeting of the Board. The Academy shall reimburse Bardwell for costs incurred or paid by Bardwell as a result of services provided or authorized actions taken pursuant to this Agreement. All acquisitions made by Bardwell for the Academy with funds Bardwell received pursuant to this Section 5.3 including, but not limited to, instructional materials, equipment, supplies, furniture, computers and other technology, shall be owned by and remain the property of the Academy. The Academy is not responsible for the payment of any salaries that are Bardwell's corporate costs and Bardwell shall separately account and provide written detail for reimbursable expenses including marketing and development costs of Bardwell.
- 5.4 Time and Priority of Payments. The fee due to Bardwell pursuant to Section 5.1 shall be calculated for each school year at the same time as the State of Michigan calculates the SSA, and adjustments to such calculation shall occur at the same time as the State of Michigan makes adjustments to the SSA. Bardwell shall receive its fee under Section 5.1, as calculated pursuant to the preceding sentence, in such monthly installments as provided in the State Aid Act for the payment of SSA to the Academy. Installment amounts shall be due and payable within ten (10) days of receipt by the Academy of its monthly SSA.

The Academy shall satisfy its payment obligations under this Article to Bardwell in the following order of priority: (1) to reimburse Bardwell pursuant to Section 5.3 for sums due and owing for previous months; (2) to reimburse Bardwell pursuant to Section 5.3 for sums due and owing for the current month; (3) to pay Bardwell for installment payments due and owing pursuant to Section 5.1 for previous months; and (4) to pay Bardwell for installment payments due and owing pursuant to Section 5.1 for the current month.

ARTICLE VI

REVENUE OF THE ACADEMY

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

- (a) The Academy and/or Bardwell may solicit and may solicit and receive grants and donations consistent with the mission of the Academy as approved by the Board.
- (b) Academy and/or Bardwell may apply for and receive grant money, in the name of the Academy as approved by the Board.
- (c) To the extent permitted under the Code and if approved by the Board, Bardwell may charge fees to students for extra services such as summer and after school programs, athletics, and charge non-Academy students who participate in such programs; and
- (d) All funds received by the Academy or by Bardwell on behalf of the Academy from such other revenue sources shall inure to and be deemed the property of the Academy and shall be held in the custody and care of the Academy as provided in Subsection 3.3(fe) hereof.

ARTICLE VII

AGREEMENTS WITH OTHER EDUCATIONAL INSTITUTIONS

The Academy acknowledges that Bardwell may enter into similar management agreements with other public or private schools or educational institutions ("Institutions"). Bardwell shall maintain separate accounts for all reimbursable expenses on behalf of Academy and other Institutions which are capable of precise allocation between the Academy and such Institutions. In the event that expenses cannot be allocated precisely between the Academy and such institutions, then, then Bardwell shall allocate such expenses among all such Institutions, and the Academy, on a pro-rata basis based upon the number of students enrolled at the Academy and the Institutions, or upon such other equitable basis as is acceptable to the parties. All grants or donations received by the Academy, or by Bardwell for the specific benefits of the Academy, shall be maintained in separate Academy accounts and used solely for the Academy.

ARTICLE VIII

REPORTING

8.1 Financial Reporting. Bardwell shall provide the Board with:

- (a) Assistance in developing a proposed annual budget that shall conform to the State accounting manual and the Uniform Budgeting and Accounting Act, MCL 141.421 et seq. and in a form satisfactory to the Board and to Bay Mills. The proposed budget shall be submitted to the Board for approval not later than 30 days prior to the date

when the approved budget is required to be submitted to Bay Mills.

- (b) Detailed monthly statements including a balance sheet, an object-level detailed statement of revenues, expenditures and changes in fund balance that includes a comparison of budget to actual information and an explanation of variances. The foregoing information shall be in a form and format acceptable to the Academy Board and are to be provided to all Academy Board members not less than five (5) working days prior to the Academy Board meeting at which the information will be presented and discussed.
 - (c) Monthly Statements of Costs as provided in Section 5.3 of this Agreement.
 - (d) Annual audited financial statements in compliance with state law and regulations showing the manner in which funds are spent at the Academy. The Board shall select, retain, oversee and pay an independent auditor independent auditor directly. Bardwell shall make available and provide all provide all records as requested by the Academy's independent auditor(s), the Academy or Bay Mills. Bardwell shall not be permitted to select, retain, evaluate or replace the independent auditor
 - (e) Any other fiscal or student performance reports are required by the Board, Bay Mills or the Michigan Department of Education, or as otherwise provided by law.
 - (f) Other information on a periodic basis to enable the Board to monitor Bardwell's educational performance and the efficiency of its operations of the Academy.
- 8.2 Reports on Academy operations and student performance. Bardwell shall provide upon request of the Board Bay Mills, 11 reports required by the Contract and the Code within the required timeframes request of to the Board, Bay Mills or the State of Michigan, but in any case not but not less frequently than four (4) times per year.
- 8.3 Review of Budget. The Board shall be responsible for reviewing, revising, and approving the annual budget of the Academy.
- 8.5 Legal Counsel. The Board shall select and retain legal counsel to advise it regarding its rights and responsibilities under the Contract, this Agreement and applicable law.
- 8.6 Other Financial Relationships. Any lease, promissory notes or other negotiable instruments, lease-purchase agreements or other financing agreements between the Academy and Bardwell shall be contained in a document separate from this Agreement and submitted for review by Bay Mills.
- 8.7 Chief Administrative Officer. The Chief Administrative Officer (CAO) for the Academy shall be a Board Member so designated or elected at the Annual Meeting of the Academy each year.
- 8.8 Compliance with Section 503c. On an annual basis, Bardwell agrees to provide the 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

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.

ARTICLE IX

PERSONNEL AND TRAINING

- 9.1 Personnel Responsibility. Subject to the Contract and Board policies, Bardwell shall have the sole responsibility and authority to select, evaluate, assign, terminate, discipline and transfer personnel, consistent with state and federal law, and consistent with the parameters adopted and included within the Board's Budget and the Educational Program. Bardwell will not place in the employment contracts with any of its employees assigned to work at the Academy any restrictions that would prevent the Academy from employing those individuals at the Academy or would prevent those individuals from working for the Academy or for any other entity providing educational services to the Academy. Bardwell agrees that any provision of an employment agreement with any of its employees that would be in violation of this provision is void and shall not be enforceable in any forum. Bardwell will comply with the requirements of the Code regarding the evaluation of its employees and the establishment of employee compensation levels that take into consideration student achievement.
- 9.2 Principal. Because the accountability of Bardwell to the Academy is an essential foundation of this Agreement, and because the responsibility of a principal ("Principal") is critical to its success, the Principal will be an employee of Bardwell and Bardwell will have the authority, consistent with state law, to select, evaluate, terminate, and supervise the Principal and to hold him or her accountable for the success of the Academy. The employment contract with the Principal, and the duties and compensation of the Principal shall be determined by Bardwell. The Principal and Bardwell, in turn, will have similar authority to select, evaluate, and hold accountable the teachers assigned to work at the Academy. Although the Principal will be a Bardwell employee, Bardwell agrees to consult with the Board prior to hiring the Principal. Bardwell will comply with the current statute regarding Educator Evaluation Standards as approved by the Board.
- 9.3 Teachers. The Board shall determine the number of teachers, and the applicable grade levels, subjects and class sizes required for the operation of the Academy. Bardwell shall provide the Academy with such teachers, qualified in the grade levels and subjects required by the Academy. Such teachers may, in the discretion of Bardwell, work at the Academy on a full or part-time basis. If assigned to the Academy on a part time basis, such teachers may also

work at other schools managed or operated by Bardwell. Each teacher assigned or retained to work at the Academy shall hold a valid teaching certificate issued by the State Board of Education under the Code, to the extent required under the Code, and have undergone a criminal background check and unprofessional conduct check, as required by the Code. Such criminal and unprofessional conduct background checks shall be performed by the Academy prior to employment. Bardwell will utilize an evaluation system for teachers that comply with Section 1249 of the Code, and upon request Bardwell will review the performance of teachers with the Board. Bardwell will also report to the Board at least annually and more frequently if requested regarding the development, content, standards, procedures, adoption, and implementation of its performance evaluation system for teachers, conducted pursuant to MCL 380.1249, along with the format, timing, or number of classroom observations to be used in relation to the performance evaluations.

- 9.4 Support Staff. The Board shall determine the number and functions of support staff required for the operation of the Academy. The parties anticipate that such support staff may include clerical staff, administrative assistants to the Principal, a bookkeeping staff, maintenance personnel and the like. Bardwell shall provide the Academy with such support staff, qualified in the areas required, as required by the Board. Such support staff may, in the discretion of Bardwell, work at the Academy on a full or part-time basis. If assigned to Academy on a part time basis, such staff may also work at other schools managed by Bardwell.
- 9.5 Employer of Personnel. Except as specified in this Agreement, all teaching, support staff, and other non-teaching personnel performing functions on behalf of the Academy shall be employees of Bardwell. Compensation of all employees of Bardwell shall be paid by Bardwell. For purposes of this Agreement, "Compensation" shall include salary, fringe benefits, and state, federal, local, and social security tax withholdings. Bardwell shall have the responsibility for paying social security, unemployment, and any other taxes required by law to be paid on behalf of its employees. Unless required by applicable statute, court or administrative decision, or Attorney General's opinion, Bardwell shall not make payments to the Michigan Public School Employees' Retirement Systems or any other public retirement system on behalf of its employees. Bardwell shall be responsible for conducting criminal background checks and unprofessional conduct checks on its employees, as if it were a public-school academy under the Code. Teachers employed by Bardwell shall not be considered teachers for purposes of continuing tenure under MCLA §38.71 et seq.
- 9.6 Training. Bardwell shall provide training in its methods, curriculum, program and technology, to all teaching personnel, on a regular and continuous basis. In addition to outside training, Bardwell's teaching staff shall utilize their own professional abilities to provide in-service training to each other. Non-instructional personnel shall receive such training as Bardwell determines as reasonable and necessary under the circumstances.
- 9.7 Educational Consultant. At any time during the term of this Agreement, the Board may contract with an educational consultant to review the operations of the Academy and the performance of Bardwell under this Agreement. Such educational consultant shall be selected by the Board. Bardwell shall cooperate with such educational consultant in the

performance of his or her responsibilities to the Board. Notwithstanding anything contained in this Article IX or elsewhere in this Agreement to the contrary, Bardwell shall have no authority to select, evaluate, assign, supervise, or control any educational consultant selected by the Board.

ARTICLE X

INSURANCE

- 10.1 Insurance of the Academy. The Academy shall purchase its own insurance policy and shall secure and maintain such policies as required by the Contract. This coverage shall include the building and related capital facilities if they are the property of the Academy. The Academy shall maintain such insurance in an amount and on such terms as are reasonably acceptable and acceptable and as required by the provisions of the Contract, including the indemnification of Bardwell required by this Agreement. The Academy shall, upon request, present evidence to Bardwell that it maintains the requisite insurance in compliance with the provisions of this paragraph. Bardwell shall comply with any information or reporting requirements applicable to the Academy under the Academy's policy with its insurer(s), to the extent practicable.
- 10.2 Insurance of Bardwell. Bardwell shall secure and maintain such policies as required by the Contract, with the Academy listed as an additional insured. If the Contract requires a change in coverage by Bardwell, Bardwell agrees to comply with any change in the type and amount of coverage as requested by the Contract within thirty (30) days after notice of the insurance coverage change. Bardwell shall maintain such insurance in an amount and on such terms as are reasonably acceptable to the Academy and as required by the provisions of the Contract, including the indemnification of the Academy required by this Agreement. Bardwell shall, upon request, present evidence to the Academy that it maintains the requisite insurance in compliance with the provisions of this paragraph. The Academy shall comply with any information or reporting requirements applicable to Bardwell under Bardwell's policy with its insurer(s), to the extent practicable. The cost of procuring insurance coverage is a corporate cost to be paid by Bardwell.
- 10.3 Workers' Compensation Insurance. Each party shall maintain workers' compensation insurance when and as required by law, covering their respective employees.

ARTICLE XI

TERMINATION OF AGREEMENT

- 11.1 Termination.
- (a) By Bardwell. Bardwell may terminate this Agreement prior to the end of the term specified in Article II in the event the Board violates this Agreement and fails to remedy a material breach within 60 days after notice from Bardwell. A material breach includes, but is not limited to, Bardwell's failure to receive any fee or reimbursement as required by the terms of Article V of this Agreement. Bardwell

may also terminate this Agreement if the Academy makes decisions regarding personnel, curriculum, or program substantially inconsistent with the recommendations of Bardwell. Termination shall not relieve the Academy of any obligations for payments outstanding to Bardwell as of the date of termination.

- (b) By Academy. The Academy may terminate this Agreement prior to the end of the terms specified in Article II in the event that Bardwell violates this Agreement and fails to remedy a material breach within 60 days after notice from the Board. Material breaches includes, but is not limited to: (1) failure to account for its expenditures or to pay Academy operating costs as required under this Agreement (provided funds are available to do so), (2) failure to substantially follow policies, procedures, rules, regulations, or curriculum duly adopted by the Board which are not in violation of the Contract, this Agreement, or law, (3) any action or inaction by Bardwell which leads to the revocation of the Contract by Bay Mills, (4) failure to abide by and meet educational goals set forth in the Contract or (5) violation of this Agreement.
- (c) Termination by Either Party. If Bardwell and the Board are unable to agree on changes to the Educational Programs, or other policies that affect the Academy in a significant way, either party may elect to terminate this Agreement at the end of a fiscal year, provided the terminating party gives the other party at least ninety (90) days' notice prior to termination and the opportunity within the ninety (90) days to negotiate an agreement on the educational policies at issue.

- 11.2 Change in Law. If any federal, state or local law or regulation, or court or administrative decision or Attorney General's opinion has a material adverse impact on the ability of either party to carry out its obligations under his Agreement, then either party, upon written notice, may request renegotiations of this Agreement and if the parties are unable or unwilling to renegotiate the terms within 90 days after the notice and after making good faith efforts which shall include the use of third party arbitrator for alternative dispute resolution, the party requiring the renegotiation may terminate this Agreement as of the end of the academic year.

The Academy may also terminate this Agreement if, at any time, the laws regarding payment to the Michigan Public School Employees' Retirement System or any other public retirement system on behalf of employees assigned by Bardwell to work at the Academy, or the law regarding continuing tenure, change such that teachers or principals and assistant principals employed by Bardwell must be covered by such retirement or continuing tenure laws.

- 11.3 Time of Termination/Expiration and Disposition of Funds and Property.

- (a) Effective Date of Termination. In the event this Agreement is terminated by either party prior to the end of the term specified in Article II, the termination will not become effective until the end of the academic year in which the notice of termination was given. Notwithstanding the preceding sentence, any termination that results from a change in law as specified in Section 11.2, any violation of the applicable law or revocation of the Contract shall be effective immediately upon receipt of notice of such termination.

- (b) Personal Property. Upon termination or expiration of this Agreement, for any reason, Bardwell shall have the option to reclaim any personal property which has been purchased, or leased from a party other than the Academy, with Bardwell funds, provided Bardwell was not reimbursed for such funds from the Academy pursuant to Section 5.3. All personal property purchased or leased by Bardwell with funds received pursuant to Section 5.3 shall remain the property of the Academy.
 - (c) Upon termination or expiration of this Agreement, Bardwell shall release and return to the Board all Academy records in its possession. Further, Bardwell will assist and cooperate in making the transition to a regular school program or to another educational service provider.
- 11.4 Out of Pocket Expenses. Upon termination or expiration of this Agreement, for any reason, all out-of-pocket expenses paid by Bardwell with Bardwell's own funds which were previously approved by the Board, which were incurred on or before receipt of notice of termination, shall be immediately repaid by the Academy unless otherwise agreed in writing by Bardwell, provided expenses provided expenses relate to Bardwell's services and performance under this Agreement as specified in Section 5.3. The Academy shall not be responsible for repayment of any amounts paid by Bardwell, for any purpose, which are incurred after Bardwell receives a termination notice.
- 11.5 Transition. In the event of termination of this Agreement for any reason by either party prior to the end of this Agreement's term, Bardwell shall upon request of the Board to do so, provide the Academy reasonable assistance for up to 90 days to assist in the transition back to a regular school program or another provider. Bardwell 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 management company, 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 Bardwell, if any) (v) the amount owed by Bardwell to the Academy, if any; (vi) organize and prepare student records for transition to the new management company , self-management or in the case of a school closure, transfer to a student's new school as designated by the students 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 the Academy, if applicable; and (viii) provide for the orderly transition o employee compensation and benefits to the new management company 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 Bardwell to the Academy.

ARTICLE XII

PRORIETARY INFORMATION

- 12.1 Required Disclosure. The Academy shall be permitted to report any new teaching techniques or methods of significant revisions to known teaching techniques or methods to Bay Mills and to the State Board of Education, which teaching techniques or methods may thereafter be made available to the public, as provided in Sections 505(3) of the Code. To the extent required under the Code and Freedom of information Act, MCLA 15.231 et seq., Bardwell's

educational materials and teaching techniques used at the Academy are subject to public disclosure.

- 12.2 Ownership. The Academy shall own all proprietary rights to curriculum or educational materials that (i) are both directly developed and paid for by the Academy; or (ii) were developed by Bardwell at the direction of the Board with Academy funds dedicated for the specific purpose of developing such curriculum materials. Any educational materials including curriculum that were developed by Bardwell prior to the engagement with the Academy and/or which have been copyrighted or developed using funds from the Academy that were not dedicated for the specific purpose of developing Academy curriculum or educational materials remains property of Bardwell. Bardwell, however, recognizes that its educational materials and teaching techniques used by the Academy are subject to disclosure under the Revised School Code and the Freedom of Information Act.

ARTICLE XIII INDEMNIFICATION

- 13.1 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 are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify, defend, and hold harmless the Bay Mills Community College, Bay Mills Community College Board of Regents and its members, and their respective officers, employees, agents or representatives from all claims, demands, 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 Board of Regents, Bay Mills Community College and its respective members, officers, employees, agents or representatives, 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 which arise out of or are in any manner connected with Bay Mills Community College approval of the Academy's application, Bay Mills Community College Board of regents consideration of or issuance of a Contract, the Academy Board's or Bardwell's preparation for and operation of the Academy, or which are incurred as a result of the reliance by Bay Mills Community College, Bay Mills Community College Board of Regents, or its members, or their respective officers, employees, agents or representatives, upon information supplied by the Academy Board or Bardwell, or which arise out of the failure of the Academy Board or Bardwell 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 either party to enforce its rights as set forth in this Agreement.
- 13.2 Indemnification of Bardwell. To the extent permitted by law, the Academy shall indemnify and save and hold Bardwell and all of its employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits 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, and any misrepresentations or breach of the representations and warranties of the Academy contained in or made pursuant to this Agreement. In addition, the Academy shall reimburse Bardwell for any and all legal expenses and costs associated with the defense of any such claim, demand or suit.

- 13.3 Limitations of Liabilities. The Academy may assert all immunities and statutory limitations of liability in connection with any claims arising under this Agreement.
- 13.4 Indemnification of Academy. Bardwell shall indemnify and save and hold the Academy and all its employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any noncompliance by Bardwell with any agreements, covenants, warranties or undertakings of Bardwell contained in or made pursuant to this Agreement, and any misrepresentation or breach of the representations and warranties of Bardwell contained in or made pursuant to this Agreement. In addition, Bardwell shall reimburse the Academy for any and all legal expenses and costs associated with the defense of any such claim, demand or suit.
- 13.5 Indemnification for Negligence. To the extent permitted by law, the Academy shall indemnify and hold harmless Bardwell, and Bardwell's board of directors, partners, officers, employees, agents and representatives, from any all claims and liabilities which Bardwell may incur and which arise out of the negligence of the Academy's directors, officers, employees, agents or representatives. Bardwell shall indemnify and hold harmless the Academy, and the Academy's Board, partners, officers, employees, agents and representatives, from any claims and liabilities which the Academy may incur and which arise out of the negligence of Bardwell's directors, officers, employees, agents or representative.

ARTICLE XIV

WARRANTIES AND REPRESENTATIONS

- 14.1 Academy Warranties and Representations. The Academy represents that it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations under this Agreement. The Board warrants that its actions have been duly and validly authorized, and that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement.
- 14.2 Bardwell Warranties and Representations. Bardwell warrants and represents that it is a corporation in good standing and is authorized to conduct business in the State of Michigan. Bardwell represents that it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement. Bardwell warrants that its actions have been duly and validly authorized, and that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement.
- 14.3 Mutual Warranties. Each party to the Agreement warrants to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material

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

ARTICLE XV

MISCELLANEOUS

- 15.1 Sole Agreement. This Agreement supersedes and replaces any and all prior agreements and understandings between the Academy and Bardwell.
- 15.2 Force Majeure. Notwithstanding any other sections of this Agreement, neither party shall be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, flood, embargo, fire, explosion, sabotage, accident, labor strike, or other acts beyond its reasonable control; provided either party may terminate this Agreement under Article XI if sufficient grounds exist as required by said Article XI.
- 15.3 State Governing Law. The rights of all parties hereto shall be subject to the jurisdiction of and be construed according to the laws of the State of Michigan.
- 15.4 Agreement in Entirety. This Agreement (including any attachments) constitutes the entire agreement of the parties.
- 15.5 Official Notices. All notices and other communications required by terms of this Agreement shall be in writing and sent to the parties hereto at the address set forth below. Notice may be given by: (1) certified or registered mail, postage prepaid, return receipt requested, or (2) personal delivery. Notice shall be deemed to have been given on the date of personal delivery if given by mail. The address of the parties hereto for the purposes aforesaid shall be:

David Ellis Academy -West 19800 Beech Daly, Redford, MI 48240

and to

Bardwell Group 18700 W. Ten Mile Road, Southfield, MI 48075

With a copy to: Morgan & McClarty, P.C.
19785 West Twelve Mile Rd. - #331
Southfield, MI 48075
Attn: Homer McClarty

- 15.6 Assignment. This Agreement shall not be assigned by Bardwell without the prior consent in writing of the Board and Bay Mills Community College, Bay Mills Community College Board of (which consent shall not be unreasonably withheld) and Bay Mills Community College, Bay. Mills Community College Board of without prior consent in writing of Bardwell (which consent shall not be unreasonably withheld), provided that Bardwell may, without the consent of the Board, delegate the performance of but not responsibility for any duties and obligations of Bardwell hereunder to any independent contractor, expert or professional adviser.
- 15.7 Amendment. This Agreement shall not be altered, amended, modified or supplemented except by written memorandum approved by Bay mills Community College, Bay Mills Community College Board of, the Board and signed by both an authorized member of the Board and authorized officer of Bardwell. The amended agreement shall be submitted to Bay Mills Community College, Bay Mills Community College Board of Regents in accordance with the Contract.
- 15.8 Amendment for Obtaining Tax Exempt Financing. Should the Academy determine that it is in the best interest of the Academy to obtain financing from the Michigan Finance Authority or any other type of financing that is tax-exempt pursuant to the federal Internal Revenue Code of 1986, as amended, and it is determined that this Agreement does not comply with Revenue Procedure 97-13 or any successor, then this Agreement shall be automatically amended so it can be determined that this Agreement complies with Revenue Procedure 97-13 or any successor. The parties shall promptly execute a written document reflecting such amendment, but the failure of the parties to do so shall not affect the effectiveness of automatic amendment.
- 15.9 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.
- 15.10 Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.
- 15.11 Severability. The invalidity of any of the covenants, phrases or clauses in this Agreement shall not affect the remaining portions of this Agreement, and this Agreement shall be construed as if such invalid covenant, phrase or clause had not

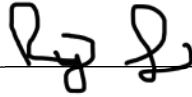
been contained in this Agreement.

- 15.12 Successors and Assigns. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.
- 15.13 No Third Party Rights. This Agreement is made for the sole benefit of the Academy and Bardwell. Except as otherwise expressly provided, nothing in this Agreement shall create or be deemed to create a relationship between the parties to this Agreement, or either or of them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.
- 15.14 Survival of Termination. All representations, warranties, and indemnities made in this Agreement shall survive termination of this Agreement.
- 15.15 Delegation of Authority. Nothing in this Agreement shall be construed as delegating to Bardwell any of the powers or authority of the Board or Board or the Academy which are not subject to delegation by the Board or the Academy under Michigan Law or the Contract.
- 15.16 Compliance with Law. The parties agree to comply with all applicable laws and regulations.
- 15.17 Compliance with the Bay Mills Educational Service Provider Policies The parties intend that this Agreement shall comply with the Bay Mills Educational Service Provider Policies, as the same may be changed from time to time. In the event that changes in the Bay Mills Educational Service Provider Policies implemented after the date of execution of this Agreement cause any provision of this Agreement to be in conflict the revised Policies, the parties agree to amend this Agreement to eliminate the conflict within thirty (30) days after being advised of such conflict.
- 15.18 Dispute Resolution Procedure. 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 that are unable to be resolved through discussion and negotiation shall be resolved by arbitration, and such an arbitration procedure shall be the sole and exclusive remedy for such matters. The arbitrator shall be selected from a panel provided by and in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association, with such variations as the parties and the arbitrator unanimously accept. Any arbitration hearing shall be conducted in Detroit, Michigan. A judgment on the award rendered by the arbitrators may be entered in any court having appropriate jurisdiction to ensure compliance with the applicable law and this Agreement. The cost of arbitration, not including attorney fees, shall be paid by the losing party. It shall be in the discretion of the arbitration panel to award reasonable attorney fees to the prevailing party, to be paid if awarded by the losing party. The Judgment of the Arbitrators shall be in writing, and any cause opinion of the Arbitrators shall be provided to the parties and Bay Mills.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

BARDWELL GROUP, A Michigan corporation

By:



Its: President

Date: 06/30/2026

DAVID ELLIS ACADEMY-WEST, A Michigan
Public School Academy

By:



Its: DEAW Board President

Date: 06/30/2026

CONTRACT SCHEDULE 6

PHYSICAL PLANT DESCRIPTION

Physical Plant

	<u>Page</u>
Physical Plant Description	6-1
Floor Plan.....	6-3
Site Plan	6-4
Certificate of Occupancy	6-7
Warranty Deed	6-8

SCHEDULE 6

PHYSICAL PLANT DESCRIPTION

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

2. The address and a description of the proposed physical plant (the "Proposed Site") of David Ellis Academy - West ("Academy") is as follows:

Address: 19800 Beech Daly Road
Redford, MI 48239

Description: The Academy is located in the former St. Agatha and St. Katherine Drexel Catholic Schools. The building consists of 45 classrooms, a gymnasium equipped with locker and shower rooms, 25 offices and 25 restrooms with ample parking and grounds for sports and recreational activity.

Term of Use: Term of Contract.

Configuration of Grade Levels: Pre-K through eighth grade

Name of School District and Intermediate School District:

Local: Redford Union Public School
ISD: Wayne County RESA

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

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

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

5. If the Proposed Site described above is not used as the physical facilities for the Academy, then Schedule 6 of this Contract between the Academy and the College Board must be

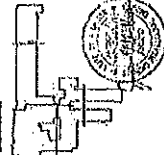
amended pursuant to Article IX of the Terms and Conditions of Contract, to designate, describe, and agree upon the Academy's physical facilities. The Academy must submit to the College Board or its designee complete information about the new site to be actually used. This information includes that described in paragraphs 2, 3 and 4 of this Schedule 6.

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

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

THIS DOCUMENT IS THE PROPERTY OF THE U.S. GOVERNMENT AND IS LOANED TO YOU BY THE NATIONAL ARCHIVES. IT IS TO BE REPRODUCED AND DISTRIBUTED IN FULL AND IN PART BY ANY METHOD OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT PERMISSION FROM THE NATIONAL ARCHIVES.

DATE: 11-15-73
 DRAWN BY: [illegible]
 CHECKED BY: [illegible]
 DESIGNED BY: [illegible]
 PROJECT NO.: [illegible]



DAVID ELLIS ACADEMY, INC.
 1000 W. 10th Street
 Oklahoma City, Oklahoma 73101

DAVID ELLIS ACADEMY, INC.
 1000 W. 10th Street
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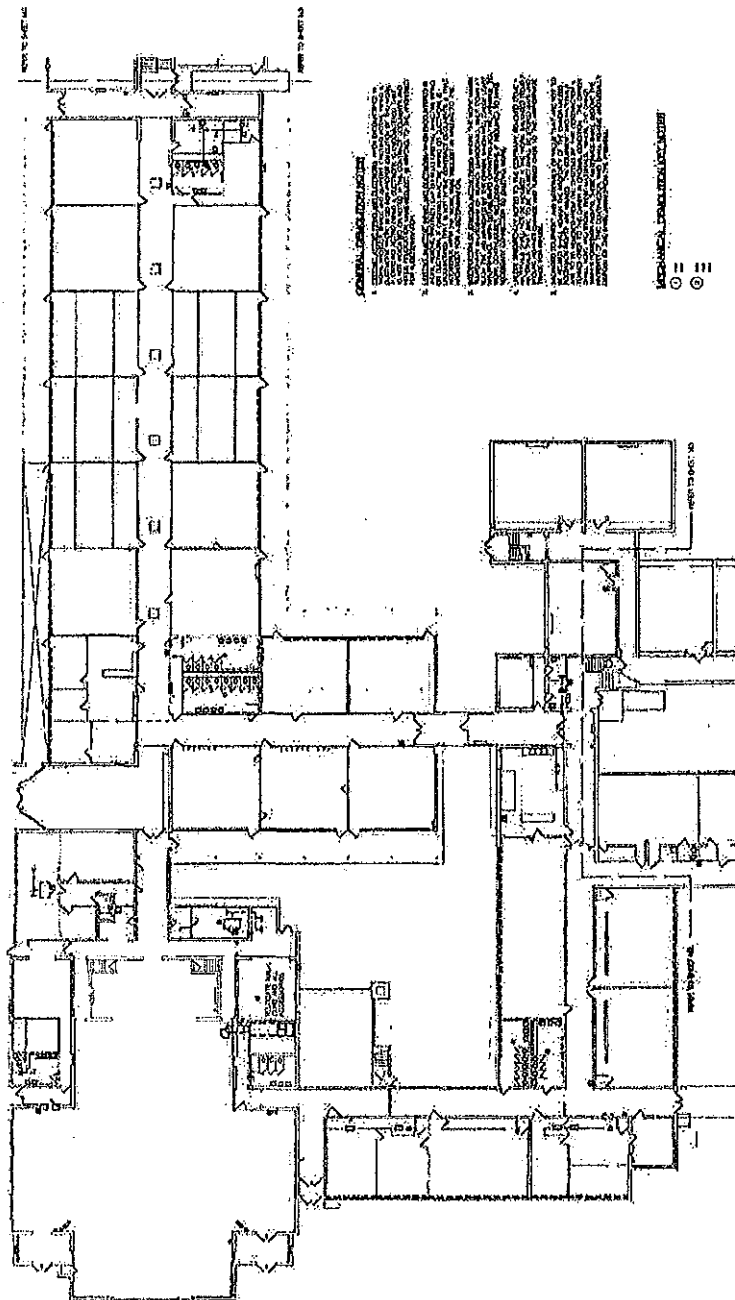
DAVID ELLIS ACADEMY, INC.
 1000 W. 10th Street
 Oklahoma City, Oklahoma 73101

PARTIAL FIRST FLOOR MECHANICAL DEMOLITION PLAN

DAVID ELLIS ACADEMY, INC.
 1000 W. 10th Street
 Oklahoma City, Oklahoma 73101

DAVID ELLIS ACADEMY, INC.
 1000 W. 10th Street
 Oklahoma City, Oklahoma 73101

DAVID ELLIS ACADEMY, INC.
 1000 W. 10th Street
 Oklahoma City, Oklahoma 73101



GENERAL DEMOLITION NOTES

1. ALL MECHANICAL EQUIPMENT TO BE REMOVED AND DISPOSED OF AT THE SITE OF DEMOLITION.
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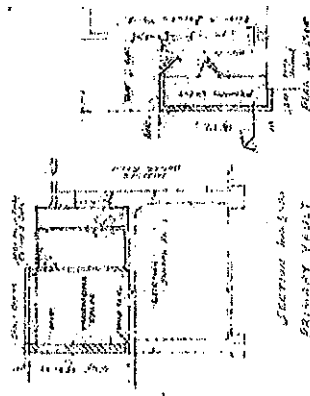
PARTIAL FIRST FLOOR MECHANICAL DEMOLITION PLAN

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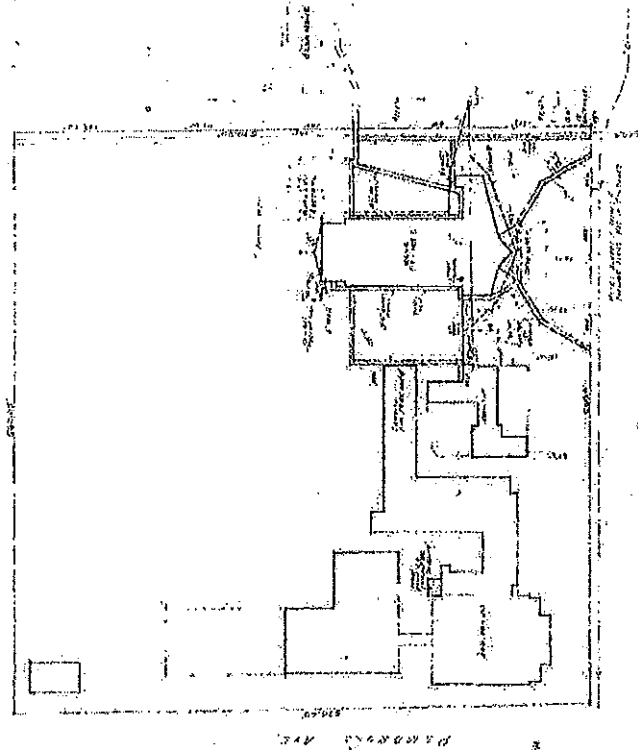
SAINT AGATHA PARISH CHURCH

REDFORD TOWNSHIP, WAYNE CO. MICH.



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REV. FR. JOHN T. REID
PASTOR

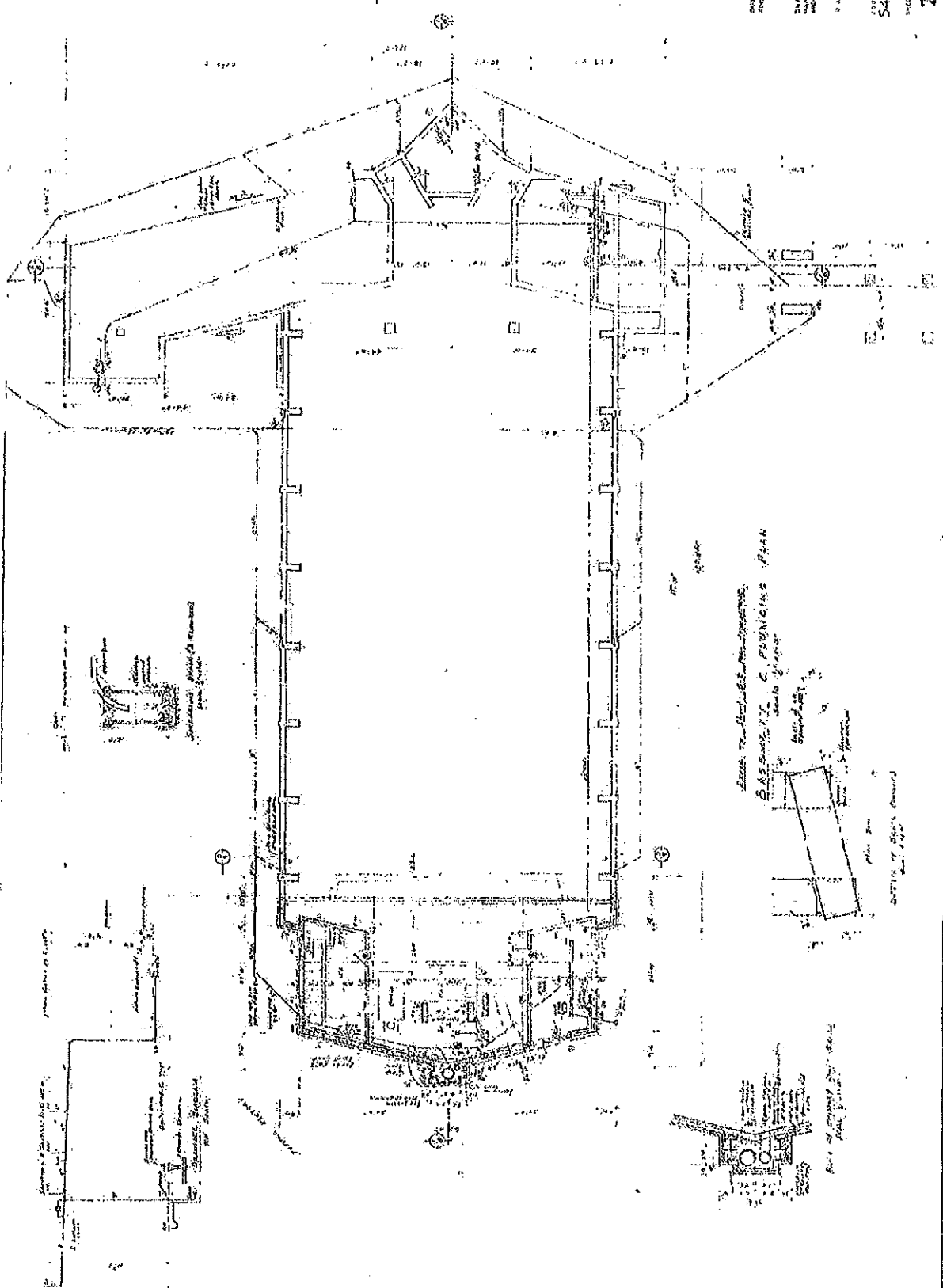


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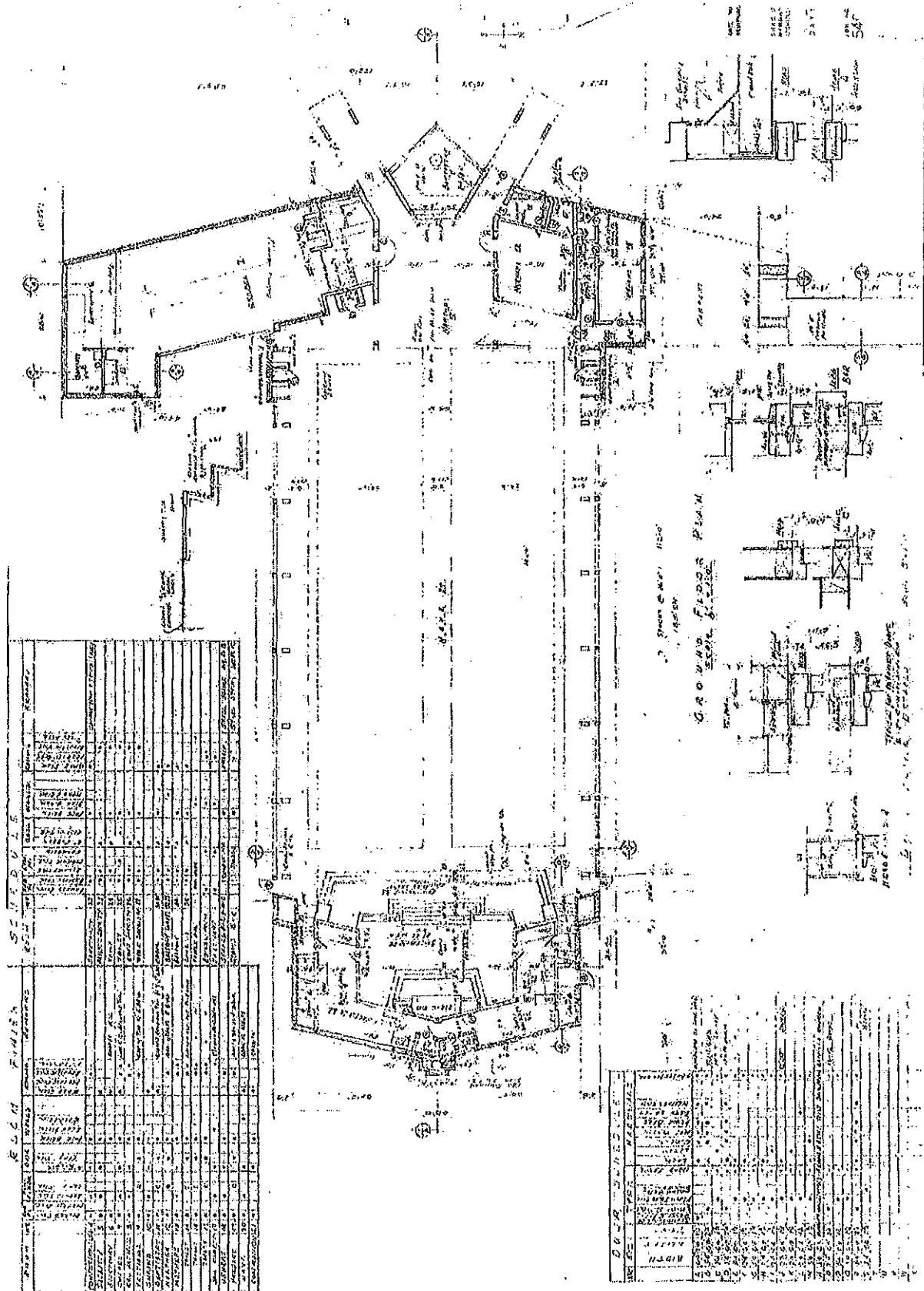


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CHARLES D. HANNAN
ARCHITECT



200 AL
 5408
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CERTIFICATE OF USE AND OCCUPANCY

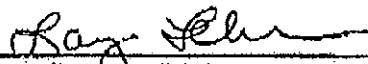
PERMANENT

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

Building Permit No. B024892
David Ellis Academy West
19800 Beech Daly Road
Redford Twp, Michigan
Wayne County

The above named building of Use Group E and Construction Type 2B is approved for use and occupancy.

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 236 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 110.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.



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

June 19, 2008

Bernard J. Youngblood
Wayne County Register of Deeds
July 20, 2007 01:34 PM
Liber 46506 Page 1051-1054
#207306795 WD FEE: \$24.00



STATE OF
MICHIGAN
Wayne County
July 20, 2007 01:34:00 PM
Receipt # 266773



REAL ESTATE
TRANSFER TAX
\$4,840.00 - CO
\$33,000.00 - ST
Stamp # 30664

WARRANTY DEED

The Grantor, **Adam J. Maida, Roman Catholic Archbishop of the Archdiocese of Detroit**, whose address is 1234 Washington Boulevard, Detroit, Michigan 48226, conveys and warrants to **David Ellis Academy-West, a Michigan non-profit corporation**, whose address is 18977 Schaefer Highway, Detroit, Michigan 48235, the following described premises situated in the Township of Redford, County of Wayne and State of Michigan:

See the Attached Exhibit A

for the full consideration of REAL ESTATE TRANSFER TAX VALUATION AFFIDAVIT FILED, subject to the matters set forth on the attached **Exhibit B**.

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

The grantor grants to the grantee the right to make all permissible division(s) under section 108 of the Land Division Act, Act No. 288 of the Public Acts of 1967

Dated this 20th day of June, 2007.

Adam J. Maida
Adam J. Maida, Roman Catholic Archbishop
of the Archdiocese of Detroit

Acknowledgment

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me this 18th day of June, 2007, by Adam J. Maida, Roman Catholic Archbishop of the Archdiocese of Detroit.

This is to certify that there are no tax liens or taxes on this property and that taxes are paid for FIVE YEARS previous to date of this instrument EXCEPT

3029 Reg. & Wj. Date 7-18-07
WAYNE COUNTY TREASURER Clerk [Signature]

C. Mary Carlisle
C. Mary Carlisle
Notary Public, Wayne County, Michigan
Acting in Wayne County
My commission expires: 4-18-2008

County Treasurer's Certificate	City Treasurer's Certificate
Drafted by: Erik S. Prater Bodman LLP 201 West Big Beaver; Suite 500 Troy, Michigan 48084 (248) 743-6000	When Recorded Return To: Grantee
Send Subsequent Tax Bills To: Grantee	Tax Parcel No(s): 79-002-99-0001-701 and 79-002-99-0001-702
State Transfer Tax:	County Transfer Tax:

Exhibit A

Property situated in the City of Redford, County of Wayne, State of Michigan more particularly described as follows:

Part of the southwest 1/4 of Section 5, town 1 south, range 10 east, Redford Township, Wayne County, Michigan and being more particularly described as: Beginning at the west 1/4 corner of Section 5 and running thence north 87 degrees 36 minutes 30 seconds east along the east and west 1/4 Section line 651.90 feet; thence south 1 degree 16 minutes 15 seconds east along the west line of Rogers Park Subdivision 402.03 feet; thence south 87 degrees 36 minutes 30 seconds west parallel to the east and west 1/4 section line 649.24 feet; thence north 1 degree 38 minutes 50 seconds west along the west line of Section 5 and the centerline of Beech Road 402.00 feet to the place of beginning.

Plus part of southwest 1/4 of Section 5, town 1 south, range 10 east, Redford Township, Wayne County, Michigan, more particularly described as beginning at a point south 1 degree 38 minutes 50 seconds east from the west 1/4 section corner of Section 5 402.00 feet; thence north 87 degrees 36 minutes 30 seconds east (parallel to the east and west 1/4 section line) 649.24 feet; thence south 1 degree 16 minutes 15 seconds east 231.02 feet; thence south 87 degrees 36 minutes 30 seconds west parallel to the east and west 1/4 section line; thence north 1 degree 38 minutes 50 seconds west along the west line of section 5 231.00 feet to the point of beginning.

Minus that parcel of land that was conveyed to the Wayne County Road Commission described as follows: Beginning at the west 1/4 corner of said Section 5, thence north 87 degrees 36 minutes 30 seconds east 651.90 feet along the east and west 1/4 line of said Section 5 to the northwest corner of the aforesaid subdivision; thence south 1 degree 16 minutes 05 seconds east 633.07 feet; thence south 87 degrees 35 minutes 30 seconds west 10.63 feet along the south boundary of said parcel; thence north 1 degree 56 minutes 05 seconds west 589.97 feet along the west line of Olympia as hereby established, said west line being 60 feet west of and parallel to the east line of said Olympia (formerly Southwick) as established in the aforesaid Roger Park Subdivision; thence south 87 degrees 36 minutes 30 seconds west 574.11 feet along the south line of Pembroke as hereby established, 43 feet south of and parallel to the east and west 1/4 line of said Section 5; thence south 1 degree 38 minutes 50 seconds east 590.00 feet along the east line of Beech, as hereby established, 60 feet of and parallel to the west line of said Section 5; thence south 87 degrees 36 minutes 50 seconds west, 60.01 feet along the south boundary of said parcel; thence north 1 degree 38 minutes 50 seconds west 633.00 feet along the west line of said section to the point of the beginning.

Tax Parcel No(s): 79-002-99-0001-701
 79-002-99-0001-702

(Continued on next page)

Such property is also described for tax purposes as follows; provided, however, the following descriptions are being provided for information purposes only and the Grantor makes no representations or warranty with respect to such descriptions:

Situated in the Township of Redford, Wayne County, Michigan, described as:

Parcel A:

Part of the southwest 1/4 of Section 5, town 1 south, range 10 east, Redford Township, Wayne County, Michigan described as: Commencing at the west 1/4 corner of Section 5; thence along the west line of Section 5 and along the centerline of Beech-Daly Road, south 01 degrees 38 minutes 50 seconds east 43.00 feet; thence north 87 degrees 35 minutes 43 seconds east 60.01 feet to the east line of Beech-Daly Road and to the point of beginning; thence along the south line of Pembroke Avenue, north 87 degrees 35 minutes 43 seconds east 574.11 feet; thence along the west line of Olympia Avenue, south 01 degrees 57 minutes 29 seconds east 341.76 feet; thence south 88 degrees 12 minutes 00 seconds west 226.06 feet; thence south 01 degrees 48 minutes 00 seconds east 65.30 feet; thence south 88 degrees 12 minutes 00 seconds west 150.00 feet; thence north 01 degrees 48 minutes 00 seconds west 10.00 feet; thence south 88 degrees 12 minutes 00 seconds west 200.00 feet; thence along the east line of Beech-Daly Road, north 01 degrees 38 minutes 50 seconds west 391.00 feet to the point of beginning.

Parcel B:

Part of southwest 1/4 of Section 5, town 1 south, range 10 east, Redford Township, Wayne County, Michigan, described as: Commencing at the west 1/4 corner of Section 5; thence along the west line of Section 5 and along the centerline of Beech-Daly Road, south 01 degrees 38 minutes 50 seconds east 433.37 feet; thence north 88 degrees 12 minutes 00 seconds east 60.00 feet to a point on the east line of Beech-Daly Road and to the point of beginning; thence continuing north 88 degrees 12 minutes 00 seconds east 200.00 feet; thence south 01 degrees 48 minutes 00 seconds east 10.00 feet; thence north 88 degrees 12 minutes 00 seconds east 150.00 feet; thence north 01 degrees 48 minutes 00 seconds west 65.30 feet; thence north 88 degrees 12 minutes 00 seconds east 226.06 feet; thence along the west line of Olympia Avenue south 01 degrees 57 minutes 29 seconds east 248.14 feet; thence along the monumented north line of West Rogers Subdivision, as recorded in liber 72 of Plats, page 1, south 87 degrees 35 minutes 49 seconds west 577.31 feet (recorded as south 87 degrees 36 minutes 30 seconds west 577.07 feet); thence along the east line of Beech-Daly Road, north 01 degrees 38 minutes 50 seconds west 198.92 feet to the point of beginning.

EXHIBIT B

(Tax Parcel No(s): 79-002-99-0001-701 and 79- 002-99-0001-702)

- (a) All existing building and use restrictions and easements.
- (b) Rights or claims of parties in possession not shown by the public record.
- (c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and/or inspection of the premises, or by making inquiry of any person in possession thereof.
- (d) Easement or claims of easements not shown by the public records and existing water, mineral, oil and exploration rights.
- (e) Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public record.
- (f) Taxes or special assessments which are not shown as existing liens by the public record.
- (g) Restrictions upon the use of the premises not appearing in the chain of title.
- (h) Zoning Ordinances.
- (i) The rights of the public and of any governmental unit in any part of the premises taken, used or deeded for street, road or highway purposes.
- (j) Taxes and assessments, whether general or special, and any lien arising therefrom, which are not due and payable as of closing.
- (k) Liens, taxes, assessments, charges, encumbrances or any other matter as may have accrued or attached through acts or omissions of parties other than Grantor after May 1, 2006.
- (l) The terms and conditions of a certain Drain Maintenance Agreement, as recorded in Liber 23367, Page 327, and re-recorded in Liber 23529, Page 86, Wayne County Records.

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

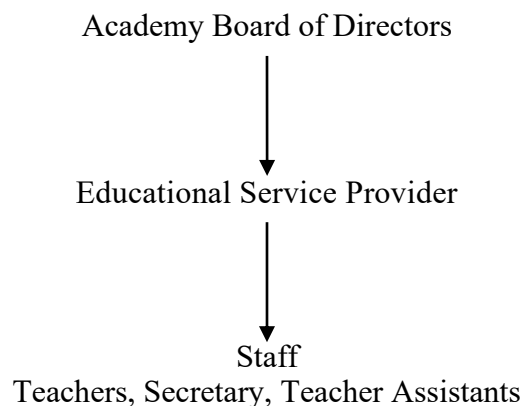
The College Board shall appoint the Board of Directors of the Academy (“Academy Board”). The Academy Board has all the powers and duties permitted by law to manage the business, property and affairs of the Academy. The Academy Board is responsible for assuring that the Academy operates according to the terms and conditions of this Contract and Applicable Law. The Bylaws 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 David Ellis Academy - West Board of Directors currently consists of five (5) members, with no vacancies. 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:

Position	Last Name	First Name	Term Expiration
President	Burrell	Aaron	06/30/2029
Vice President	Murphy-Hicks	Opal	06/30/2027
Treasurer	McRae	Amanda	06/30/2029
Secretary	Aldridge	Emphani	06/30/2028
Director	Nimmons	Michael	06/30/2028

SECTION B

EDUCATIONAL GOALS

Pursuant to Applicable Law and Terms and Conditions Article VI, Section 6.2, the Academy shall achieve or demonstrate measurable progress for all groups of pupils toward the achievement of the educational goal identified in this Schedule 7b. Upon request, the Academy shall provide the Charter Schools Office with a written report, along with supporting data, assessing the Academy's progress toward achieving this goal. In addition, the College Board expects the Academy will meet the State of Michigan's accreditation standards pursuant to state and federal law.

Educational Goal to be Achieved:

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

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

Measure 1: Student Achievement

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

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

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

Measure 2: Student Growth

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

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

NWEA Achievement Targets

Grade	NWEA Reading End-of-Year Target	NWEA Math End-of-Year Target
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

SECTION C

EDUCATIONAL PROGRAMS



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Educational Program Plan

David Ellis Academy West

Academic Established Goals and Strategic Priorities

David Ellis Academy West's Educational Program Plan is aligned to the school's **MICIP continuous improvement framework** and is designed to increase student achievement in **literacy and mathematics**, with an emphasis on accelerating growth for students performing below grade level.

Based on a comprehensive review of student achievement data, the school has identified a critical need to strengthen foundational skills, provide targeted interventions, and increase the percentage of students meeting or exceeding grade-level expectations.

Schoolwide Academic Goal

By the end of the academic year, **at least 35% of students will meet or exceed grade-level proficiency in reading and mathematics**, with continued annual increases thereafter.

Data Sources Used to Identify Needs and Priorities

The following data sources were reviewed to identify instructional priorities and establish measurable academic goals:

- **NWEA MAP** (Reading and Mathematics)
- **M-STEP** assessment data
- **i-Ready Diagnostic** assessments
- Classroom-based formative and summative assessments
- Progress monitoring and benchmark data

These data sources were used to identify achievement gaps, monitor student growth, and inform instructional planning across grade levels.

Grade-Band Targets



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Grades K–2 (Early Literacy and Numeracy Focus)

- **70% of students** will demonstrate **at least one year of academic growth** in reading and mathematics as measured by NWEA MAP and i-Ready.
- Increase the percentage of students performing **on or above grade level** in foundational literacy skills (phonemic awareness, phonics, and fluency).
- Reduce the percentage of students identified as significantly below grade level through early intervention and progress monitoring.

Grades 3–5

- Increase the percentage of students meeting or exceeding proficiency benchmarks in reading and mathematics by **a minimum of 5–10 percentage points annually**, as measured by M-STEP and local assessments.
- **65–70% of students** will demonstrate **one or more years of growth** on NWEA MAP Reading and Mathematics.
- Improve reading comprehension and mathematical problem-solving skills through targeted small-group instruction.

Grades 6–8

- Increase proficiency rates in reading and mathematics by **5% or more annually**, with a focus on students performing in the lowest achievement bands.
- **65% of students** will demonstrate **at least one year of academic growth** on NWEA MAP.
- Strengthen academic vocabulary, comprehension of complex texts, and application of mathematical reasoning skills.

Instructional Strategies and Program Implementation

Literacy Instruction

David Ellis Academy West implements a **structured literacy approach grounded in Orton-Gillingham principles**. Instruction is explicit, direct, systematic, and multi-sensory, and focuses on:

- Phonemic awareness



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- Phonics
- Fluency
- Vocabulary development
- Reading comprehension

Early grades prioritize foundational literacy to ensure long-term academic success, while upper grades emphasize comprehension, vocabulary, and text analysis.

Mathematics Instruction

Mathematics instruction emphasizes conceptual understanding, procedural fluency, and problem-solving. Instruction is supported through:

- Data-driven small group instruction
- Targeted interventions for students below grade level
- Regular progress monitoring and instructional adjustments

Progress Monitoring and Continuous Improvement

Student progress is monitored through ongoing formative assessments, benchmark assessments, and interim data reviews. Instructional teams meet regularly to:

- Analyze student performance data
- Adjust instructional practices
- Identify students requiring intervention or enrichment
- Monitor progress toward annual goals

This continuous improvement cycle ensures alignment with MICIP goals and supports sustained academic growth.

Funding Alignment and Use of Resources

This Educational Program Plan is supported through the strategic use of federal and state funding sources, including:



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Section 31a (At-Risk)

Funds are used to provide targeted interventions, instructional supports, and supplemental programming for students identified as academically at risk.

Section 23g

Funds support instructional staffing, academic intervention programs, and resources designed to accelerate learning and close achievement gaps.

Title I

Title I funds support schoolwide instructional initiatives, professional development, intervention materials, and supplemental services designed to improve student achievement in reading and mathematics.

All funding sources are aligned to the school's academic priorities and support the implementation of evidence-based instructional practices.

Commitment to Academic Growth

David Ellis Academy West is committed to providing high-quality instruction, targeted interventions, and continuous monitoring to ensure that all students make measurable academic progress. Through intentional planning, data-driven decision-making, and alignment with MICIP goals, the school will continue to improve proficiency rates and close achievement gaps across grade levels.

SECTION D
CURRICULUM

CURRICULUM
TO BE UPLOADED SEPARATELY

SECTION E

METHODS OF PUPIL ASSESSMENT



DAVID ELLIS ACADEMY WEST

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19 (7e). Methods of Pupil Assessment

M-STEP (Michigan Student Test of Educational Progress)

The M-STEP is Michigan's state summative assessment administered annually to students in grades 3–8. It is designed to measure student proficiency relative to Michigan's academic standards and provide an important snapshot of student achievement at the state, district, and building levels.

State assessments provide:

- An important measure of student achievement
- Valuable information to families regarding academic progress
- Critical data to inform instructional planning
- Accountability data aligned to state and federal requirements

M-STEP assesses student knowledge and skills in English Language Arts, Mathematics, Science, and Social Studies, depending on grade level. Results are analyzed by school leadership and instructional teams to identify trends, areas of strength, and areas requiring targeted intervention. Data is incorporated into school improvement planning and professional development decisions.

NWEA MAP Growth

NWEA MAP Growth is a nationally normed, adaptive assessment administered multiple times per year to measure student academic growth in Reading and Mathematics.

MAP Growth measures what students know and what they are ready to learn next. Because the assessment adjusts in real time based on student responses, it provides precise data regarding instructional level, projected proficiency, and individual growth.

MAP Growth provides:

- Student growth data across fall, winter, and spring administrations
- National percentile rankings
- Projected proficiency indicators
- Actionable instructional reports for teachers
- Longitudinal tracking across grade levels

Educators use MAP data to differentiate instruction, form flexible small groups, design intervention supports, and monitor progress throughout the school year. School leaders use aggregate data to evaluate program effectiveness and support data-driven decision-making.

iReady Diagnostic and Instruction (Interim Assessment)

iReady is an adaptive diagnostic assessment and personalized instruction program used to measure student performance and support academic growth in Reading and Mathematics.

The iReady Diagnostic:

- Identifies individual student strengths and skill gaps
- Provides grade-level and domain-specific performance data
- Supports targeted intervention planning
- Offers instructional pathways aligned to Michigan standards

The assessment is administered multiple times per year to monitor growth and guide instructional adjustments. Teachers use diagnostic results to develop targeted lesson plans, assign individualized instructional modules, and provide strategic support for students performing below, at, or above grade level.

iReady data supports Multi-Tiered Systems of Support (MTSS), Title I programming, and progress monitoring for at-risk students.

Additional Assessment and Evaluation Tools

Additional measures used to monitor student achievement and program effectiveness include:

- Standards-Based Report Cards
- Teacher-Created Assessments
- Classroom Formative Assessments
- Student Goal Setting and Reflection Activities
- Data Team Meetings
- Teaching and Learning Cycle Reviews

These tools ensure that assessment is ongoing, multifaceted, and directly connected to instructional improvement.

SECTION F

APPLICATION AND ENROLLMENT OF STUDENTS

Application and Enrollment Requirements

David Ellis Academy West

Enrollment Limits

The Academy will offer pre-kindergarten through eighth grade. The maximum enrollment shall be 850 students. The Academy will annually adopt maximum enrollment figures prior to its application and enrollment period.

Requirements

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

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

Application Process

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

Legal Notice

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

Re-enrolling Students

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

Random Selection Drawing

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

Prior to the application period, the Academy shall:

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

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

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

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

SECTION G

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

SCHEDULE 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

AGE OR GRADE RANGE OF PUPILS TO BE ENROLLED

Pursuant to Applicable Law and the Terms and Conditions of this Contract, the Academy shall comply with the age or grade ranges as stated in this Schedule.

The Academy will enroll students in Pre-K through Eighth grade. The Academy may add grades with the prior written approval of the authorizing body.

Students of the Academy will be children who have reached the age of five (5) by the dates outlined in the Code.