

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

**LEELANUA MONTESSORI PUBLIC SCHOOL ACADEMY
(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

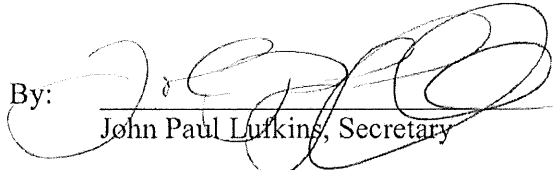
WHEREAS, the Bay Mills Community College Board of Regents (the "College Board") desires to establish a standard method of selection resolution related to appointments and service of the directors of the governing board of its authorized public school academies, schools of excellence, and strict discipline 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. 25-67

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 **Leelanau Montessori Public School Academy** (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

LEELANAU MONTESSORI

CONFIRMING THE STATUS OF

LEELANAU MONTESSORI

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 Leelanau Montessori 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. 25-67 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 Leelanau Montessori Confirming the Status of Leelanau Montessori 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.

Section 6.17. 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 6.18. 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 or (iii) if exigent circumstances exist that the College Board, in its sole discretion, determines necessitate termination of this Contract to protect the health, safety, or welfare of the Academy students, property, or funds that cannot be cured in a reasonable period as determined solely by the College Board, then such termination shall take effect at the end of the current Academy fiscal year. Following College Board approval, the Charter Schools Office Director shall provide notice of the termination to the Academy. If during the period between the College Board action to terminate and the effective date of termination, the Academy has violated the Contract or Applicable Law, the Contract may be revoked or suspended sooner pursuant to this Article X. If this Contract is terminated pursuant to this Section 10.5, the revocation procedures in Section 10.6 shall not apply.

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

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

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

(c) Plan of Correction. Within fifteen (15) days of receipt of the Academy Board's response or after a meeting with Academy Board representatives, the Charter Schools Office

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) take into his or her possession all Academy property and records, including financial, Academy Board, employment and student records;
- (b) institute and defend actions by or on behalf of the Academy;

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

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

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

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

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

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

ARTICLE XI

PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

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

(a) The Academy Board is responsible for establishing, approving, and amending an annual budget in accordance with the Uniform Budgeting and

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

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

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

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

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

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

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

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

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

General or Public Liability (GL)	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
	Can be Claims Made or Occurrence form. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE.
	Umbrella is acceptable with a \$4,000,000 limit and aggregate. Also, an Umbrella policy with an unlimited aggregate is acceptable at a \$2,000,000
	If PSA/SDA/UHS/SOE has its own buses AND/OR has more than 1,000 students, must have MINIMUM \$5,000,000 per occurrence.
	If PSA/SDA/UHS/SOE purchases additional Umbrella limits to meet the \$1,000,000/\$3,000,000 for E&O then they must be in addition to the required Umbrella limit.

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

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

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

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

ADDITIONAL RECOMMENDATIONS

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

DISCLAIMER:

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

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

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

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

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

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

COVERAGE	REQUIREMENTS
General or Public Liability (GL)	Must be Occurrence form
	Must include Sexual Abuse & Molestation coverage
	Must include Corporal Punishment coverage
	\$1,000,000 per occurrence & \$2,000,000 aggregate
	PSA must be included as First Named Insured
	College must be included as Additional Insured with Primary Coverage
	NOTE: Strict Disciplinary Academies must also have Security/Police Professional Liability coverage with MINIMUM of \$1,000,000 per occurrence
COVERAGE	REQUIREMENTS
Errors & Omissions (E&O)	Must include Employment Practices Liability
	Must include Directors' and Officers' coverage
	Must include School Leaders' E&O
	Can be Claims Made or Occurrence form
	If Claims Made, Retroactive Date must be the same or before date of original College-PSA contract
	\$1,000,000 per occurrence & \$3,000,000 aggregate
	PSA must be included as First Named Insured
	College must be included as Additional Insured with Primary Coverage
COVERAGE	REQUIREMENTS
Automobile Liability (AL) 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:	Hallie Kutschke Academy Board President 7401 E. Duck Lake Rd Lake Leelanau, MI 49653
If to Academy Counsel:	Mark Clark Traverse Legal PC 810 Cottageview Dr., Ste. G20 Traverse City, MI 49684-2606

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.

Signature: *Evan Clinton*
Evan Clinton (Jun 30, 2026 19:55:20 EDT)
By: **Email:** clintone@leelanaumontessori.org

Date: July 1, 2026

CONTRACT SCHEDULES

Schedules

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CONTRACT SCHEDULE 1

ARTICLES OF INCORPORATION



This is to certify:

Entity Name: LEELANAU MONTESSORI
Entity ID#: 800926143
Entity Type: Domestic Nonprofit Corporation
Initial Filing Date: 06/28/2010
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 February 2, 2026.

Linda Clegg, Director
Corporations, Securities & Commercial Licensing Bureau

Certificate Number: 51226

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

MICHIGAN DEPARTMENT OF ENERGY, LABOR & ECONOMIC GROWTH
BUREAU OF COMMERCIAL SERVICES

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

ARTICLE III (cont.)

3. a. If organized on a nonstock basis, the description and value of its real property assets are: (if none, insert "none")
None
- b. The description and value of its personal property assets are: (if none, insert "none")
None
- c. The corporation is to be financed under the following general plan:
(see below)
- d. The corporation is organized on a _____ Directorship _____ basis.
(Membership or Directorship)

ARTICLE IV

1. The name of the resident agent at the registered office is:

Lee G. Grant

2. The address of its registered office in Michigan is:

Leelanau Montessori, 310 Elm St. Suttons Bay, Michigan 49682
(Street Address) (City) (ZIP Code)

3. The mailing address of the registered office in Michigan if different than above:

Leelanau Montessori, P.O. Box 838, Suttons Bay, Michigan 49682
(Street Address or PO Box) (City) (ZIP Code)

ARTICLE V

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name

Residence or Business Address

Linda S. Dean 712 N. Dockside G-6 Suttons Bay MI 49682

Charles E. Dickinson 6328 Stony Pt. Rd. Suttons Bay, MI 49682

Patrick M. McCool 386 W. Jefferson Suttons Bay, MI 49682

Lee G. Grant 5491 S. Lake Leelanau Dr. Traverse City MI

Kate Fairman 3323 Winbene Ln. Cedar, MI 49621

Use space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

Pursuant to the provisions of the Michigan Nonprofit Corporation Act of 1982, as amended (the "Act"), being MCL 450.2101 et seq, and Part 6A of the Michigan Revised School Code (the "Code"), as amended, MCL 380.501 et seq, the undersigned public school academy executes the following Articles of Incorporation.

ARTICLE II

The name of the public school academy is: Leelanau Montessori
The authorizing body for the academy is the Suttons Bay School District.

1. The academy is organized for the purposes of operating as a public school academy in the State of Michigan pursuant to Part 6A of the Revised School Code.
2. The academy, 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 academy 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 school organized under the laws of the State of Michigan and subject to a contract between the school and its authorizing body allowing the school to operate as a public school academy as authorized under the Code.
3. Additionally, the academy is organized for the purpose of:
 - a. Improving pupil achievement for all pupils at the elementary school level, Kindergarten-6th grade
 - b. Stimulating innovative teaching methods using the Montessori method.
 - c. Creating new professional opportunities for guides (teachers) in a learning environment where the educational program can be designed and managed by guides at the school site level.
 - d. Achieving school accountability outcomes by placing full responsibility for performance at the school site level.
 - e. Providing parents and pupils with greater choices among public schools.

(Continuation of Articles - See attached additional pages.)

I, (We), the incorporator(s) sign my (our) name(s) this 28 day of June, 2010

Lee J Grant

Linda S. Dean

Kate J

Patrick M. McBoal

Charles E. Dickinson

ARTICLE III (continued)

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

1. State school aid payments received pursuant to the State School Aid Act of 1979 or any successor law;
2. Federal Funds;
3. Donations;
4. Fees and charges permitted to be charged by public school academies; and
5. Other funds lawfully received.

ARTICLE VI

The academy is a governmental entity.

ARTICLE VII

No part of the net earnings of the academy shall inure to the benefit of or be distributable to its directors, officers or other private persons, or organizations organized and operate for profit (except that the academy shall be authorized and empowered by 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 provisions of these Articles, the academy 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.

Except as otherwise provided by law, upon the dissolution of the academy, the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of the academy, dispose of all of the assets of the academy to the Suttons Bay Public Schools Board of Education, or to such other governmental entities who are organized for similar purposes as set forth in Article II.

ARTICLE VIII

The academy and its incorporators, members of its Board of Directors, officers, employees, and volunteers have governmental immunity as provided in Section 7 of Act No. 170 of the Public Acts of 1964, as amended, being MCL 691.1407.

ARTICLE IX

These Articles of Incorporation shall not be amended except by the Board of Education, as follows:

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

The School District, or an authorized designee, may, at any time, propose specific changes to the Articles of Incorporation or may propose a meeting to discuss potential revision. The academy Board of Directors may delegate to an officer of the Academy the review and negotiation of changes or amendments to the Articles of Incorporation. These Articles of Incorporation shall be amended as requested by the School District upon a majority vote of the academy's Board of Directors.

ARTICLE X

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

ARTICLE XI

The academy shall comply with all state and federal law applicable to public schools concerning church-state issues. To the extent disqualified under the federal or state constitution, 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.

These Articles of Incorporation shall become effective upon filing. However, the academy shall not carry out the purposes set forth in Article II unless the School Board issues to the academy a contract to operate as a public school academy, and the contract is executed by both the academy and the School Board.

CONTRACT SCHEDULE 2

BYLAWS

BYLAWS
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BYLAWS OF LEELANAU MONTESSORI

ARTICLE I: LEELANAU MONTESSORI

This organization shall be called Leelanau Montessori (the "Academy" or the "corporation").

ARTICLE II: FORM OF ACADEMY

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

ARTICLE III: OFFICES

Section 1. Principal Office.

The principal office of the Academy shall be located in the State of Michigan.

Section 2. Registered Office.

The registered office of the Academy may be the same as the principal office of the Academy, but in any event must be located in the state of Michigan, and be the business office of the resident agent, as required by the Michigan Nonprofit Corporation Act. Changes in the resident agent and registered address of the Academy must be reported to the Michigan Department of Energy, Labor and Economic Growth, Bureau of Commercial Services, the Michigan Department of Education, and the Bay Mills Community College Board of Regents ("College Board").

ARTICLE IV: BOARD OF DIRECTORS

Section 1. General Powers.

The business, property and affairs of the Academy shall be managed by the Academy Board of Directors ("Academy Board"). The Academy Board may exercise any and all of the powers granted to it under the Michigan Non-Profit Corporation Act or pursuant to Part 6A of the Revised School Code ("Code"). The Academy Board may delegate such powers to the officers and committees of the Academy Board as it deems necessary, so long as such delegation is consistent with the Articles, these Bylaws, the Contract and Applicable Law. The Academy Board may adopt policies related to the operation, administration, and management of the Academy, provided such policies do not (i) violate Applicable Law; (ii) conflict with any provision of the Contract; or (iii) conflict with any policy adopted by the College Board. Policies adopted by the Academy Board are not part of the Contract and may be amended from time to time by the Academy Board without prior approval of the College Board (or designee).

Section 2. Method of Selection and Appointment.

The initial members of the Academy Board were appointed by the College Board by resolution. The College Board shall prescribe the methods of appointment for subsequent members of the Academy Board: (a) The Bay Mills Community College Charter Schools Director (the "CSO Director") administers an academy board selection and appointment process that the Academy Board shall follow; (b) The Academy Board, by resolution and majority vote, shall nominate its subsequent members, recommending to the College Board at least one nominee for each vacancy; (c) The College Board shall appoint subsequent members of the Academy Board; and (d) Under exigent conditions, and with the approval of the College Board's president, the CSO Director may appoint a qualified individual to 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 this provision.

Section 3. Length of Term.

The term of each position of the Academy Board shall be for a period of three (3) years, except an individual appointed to fill a vacancy created other than by the expiration of a term shall be appointed for the unexpired term of that vacant position.

Section 4. Number of Director Positions.

The number of Director positions on the Academy Board shall be five (5), seven (7), or nine (9), as determined from time to time by the College Board.

Section 5. Prerequisite Qualifications of Members.

Before individuals become members of an Academy Board, the nominee must: (a) be recommended by a resolution and majority vote of the Academy Board, (b) submit all materials requested by the CSO Director, (c) not be an employee of the Academy, (d) not be a director, officer or employee of a company or other entity that contracts with the Academy, and (e) not be an employee or representative of Bay Mills Community College or the College Board.

Section 6. Oath of Public Office.

Following appointment by the College Board, all members of the Academy Board must take and sign the constitutional oath of public office before a notary public or other public official, and file an acceptance of office in a form prescribed by the office of the CSO Director. No appointment shall be effective prior to the filing of the Oath of Public Office.

Section 7. Tenure.

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

Section 8. Removal.

The Academy Board may remove a Director for good cause upon two-thirds vote of the Academy Board. Any Academy Board member may also be removed at the direction of the College Board. Determinations for removal of a Director shall be final and not subject to further appeal.

Section 9. Resignation.

Any Director may resign at any time by providing written notice to the corporation. Notice of resignation will be effective upon receipt or at a subsequent time if so designated in a written notice. A successor shall be appointed as provided in Section 2 of this Article.

Section 10. Board Vacancies.

A Board of Director vacancy shall occur when a board member's term expires without reappointment; upon a board member's death, resignation, removal, failure to maintain residency in the State of Michigan, or disqualification; upon enlargement of the Academy board; or as otherwise specified by applicable law. Any vacancy shall be filled as provided in Section 2 of this Article.

Section 11. Compensation.

A Director of the Academy shall serve as a volunteer Director. By resolution of the Board, the Directors may be reimbursed for their reasonable expenses related directly to their duties as academy board members.

ARTICLE V: MEETINGS

Section 1. Annual and Regular Meetings.

The Academy Board shall hold an annual meeting each year. The Academy Board must provide, by resolution, the time and place, within the state of Michigan, for the holding of regular meetings. The Academy Board shall provide notice of the annual and all regular meetings as required by the Open Meetings Act.

Section 2. Special Meetings.

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

Section 3. Notice; Waiver.

The Academy Board must comply with the notice provisions of the Open Meetings Act. In addition, notice of any meeting shall be given to each Director stating the time and place of the meeting, delivered personally or mailed or sent by facsimile or electronic transmission to each Director at the Director's business address. Any Director may waive notice of any meeting by written statement, facsimile, or electronic mail sent by the Director, signed before or after the holding of the meeting.

The attendance of a Director at a meeting constitutes a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 4. Quorum.

A majority of the Directors of the Academy Board constitutes a quorum for the transaction of business at any meeting of the Board of Directors. As provided for by the Open Meetings Act, Act 267 of 1976, as amended, a Director who is absent from a meeting of the Academy Board due to military duty may participate in the meeting by means of remote communication and that Director's virtual presence will count towards quorum and allow the absent Director to participate in and vote on business before the Academy Board. If less than a majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time, providing such notice as is required by the Open Meeting Act.

Section 5. Manner of Acting.

The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Academy Board. To the extent permitted by the Open Meetings Act, Directors participating in a meeting of the Academy Board by means of remote communication may vote at the meeting if all of the following are met:

- (a) The corporation implements reasonable measures to verify that each person considered present and permitted to vote at the meeting by means of remote communication is a Director.
- (b) The corporation implements reasonable measures to provide each Director a reasonable opportunity to participate in the meeting and to vote on matters submitted to the Directors, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with the proceedings.
- (c) If any Director votes or takes other action at the meeting by means of remote communication, a record of the vote or other action is maintained by the corporation.
- (d) A Director may be present and vote at an adjourned meeting of the Academy Board by means of remote communication if he or she was permitted to be present and vote by that means of remote communication in the original meeting.

Section 6. Open Meetings Act.

All meetings of the Academy Board, shall at all times be in compliance with the Open Meetings Act, Public Act 267 of 1976, compiled at MCL 15.261 – 15.275.

Section 7. Presumption of Assent.

A Director of the Academy Board who is present at a meeting of the Academy Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless that Director's dissent shall be entered in the minutes of the meeting or unless that Director shall file a written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting.

This right to dissent shall not apply to a Director who voted in favor of such action.

ARTICLE VI: COMMITTEES

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

ARTICLE VII: OFFICERS OF THE BOARD

Section 1. Number.

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

Section 2. Election and Term of Office.

The officers of the Academy shall be elected annually by the Academy Board. If the election of officers is not held at the annual meeting, the election shall be held as soon thereafter as may be convenient. Each officer shall hold office while qualified or until the officer resigns or is removed in the manner provided in Section 3.

Section 3. Removal.

Any officer or agent elected or appointed by the Academy Board may be removed by the Academy Board whenever in its judgment the best interests of the corporation would be served thereby.

Section 4. Vacancies.

A vacancy in any office shall be filled by appointment by the Academy Board for the unexpired portion of the term.

Section 5. President.

The President of the Academy shall be a member of the Academy Board. The President of the corporation shall preside at all meetings of the Academy Board. If there is not a President, or if the President is absent, then the Vice-President shall preside. If the Vice-President is absent, then a temporary chair, chosen by the members of the Academy Board attending the meeting shall preside. The President shall be an ex officio member of all standing committees and shall be

Chairperson of those committees designated by the Academy Board. The President shall, in general, perform all duties incident to the office of President of the Board as may be prescribed by the Academy Board from time to time.

Section 6. Vice-President.

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

Section 7. Secretary.

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

Section 8. Treasurer.

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

Section 9. Assistants and Acting Officers.

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

Section 10. Salaries.

Officers of the Board, as Directors of the corporation, may not be compensated for their services. By resolution of the Academy Board, officers may be reimbursed for reasonable expenses related directly to their duties as Officers of the Academy.

Section 11. Filling More Than One Office.

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

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

Section 1. Contracts.

The Academy Board may authorize any officer or officers, agent or agents, to enter into any contract, to execute and deliver any instrument, or to acknowledge any instrument required by law to be acknowledged in the name of and on behalf of the corporation.

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

Section 2. Loans.

No loans shall be contracted on behalf of the Academy and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Academy Board. Such authority may be general or confined to specific instances. No loan, advance, overdraft or withdrawal by an officer or Director of the corporation, other than in the ordinary and usual course of the business of the Academy, shall be made or permitted. No loan entered into, by or on behalf of the Academy Board, shall in any way be considered a debt or obligation of Bay Mills Community College or impose any liability on Bay Mills Community College, its trustees, officers, employees or agents.

Section 3. Checks, Drafts, etc.

All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Academy, shall be signed by such officer or officers,

agent or agents, of the corporation and in such manner as shall from time to time be determined by resolution of the Academy Board.

Section 4. Deposits.

All funds of the Academy shall be deposited from time to time to the credit of the corporation in such banks, trust companies or other depositories as the Academy Board may select, provided that such financial institution is not ineligible to be a depository of surplus funds under Section 1221 of the Revised School Code, being Section 380.1221 of the Michigan Compiled Laws.

Section 5. Voting of Gifted, Bequested or Transferred Securities Owned by this Corporation.

Subject always to the specific directions of the Academy Board, any shares or other securities issued by any other corporation and owned or controlled by this corporation may be voted at any meeting of security holders of such other corporation by the President of this corporation or by proxy appointed by the President, or in the absence of the President and the President's proxy, by the Secretary or Treasurer of this corporation or by proxy appointed by the Secretary or Treasurer.

Such proxy or consent in respect to any shares or other securities issued by any other corporation and owned by this corporation shall be executed in the name of this corporation by the President, the Secretary or the Treasurer of this corporation without necessity of any authorization by the Academy Board, affixation of corporate seal or countersignature or attestation by another officer. Any person or persons designated in the manner above stated as the proxy or proxies of this corporation shall have full right, power and authority to vote the shares or other securities issued by such other corporation and owned by this corporation the same as such shares or other securities might be voted by this corporation. This section shall in no way be interpreted to permit the corporation to invest any of its surplus funds in any shares or other securities issued by any other corporation. This section is intended to apply, however, to all gifts, bequests or other transfers of shares or other securities issued by any other corporation which are received by the corporation.

Section 6. Contracts Between Corporation and Related Persons.

As required by Applicable Law, any Director, officer or employee of the Academy, who enters into a contract with the Academy, that meets the definition of contract under the statute on Contracts of Public Servants with Public Entities, Act No. 317 of the Public Acts of 1968, being sections 15.321 to 15.330 of the Michigan Compiled Laws, shall comply with the public disclosure requirements set forth in Section 3 of the statute.

ARTICLE IX: INDEMNIFICATION

Each person who is or was a Director, officer or member of a committee of the Academy and each person who serves or has served at the request of the Academy as a trustee, director, officer, partner, employee or agent of any other corporation, partnership, joint venture, trust or other

enterprise, shall be indemnified by the Academy to the fullest extent permitted by the corporation laws of the State of Michigan as they may be in effect from time to time. The corporation may purchase and maintain insurance on behalf of any such person against any liability asserted against and incurred by such person in any such capacity or arising out of his status as such, whether or not the corporation would have power to indemnify such person against such liability under the preceding sentence. The corporation may, to the extent authorized from time to time by the Board, grant rights to indemnification to any employee or agent of the corporation to the fullest extent provided under the laws of the State of Michigan as they may be in effect from time to time.

ARTICLE X: FISCAL YEAR, BUDGET AND UNIFORM BUDGETING AND ACCOUNTING

The fiscal year of the corporation shall begin on the first day of July in each year. The Academy Board, subject to the oversight responsibilities of the College Board, shall have exclusive control of the budget. The Academy Board shall prepare and publish an annual budget in accordance with the Uniform Budgeting and Accounting Act, being Act 2 of the public laws of Michigan of 1968, as amended.

ARTICLE XI: SEAL

The Academy Board may provide a corporate seal, which shall be circular in form and shall have inscribed thereon the name of the corporation, the State of Michigan and the words "Corporate Seal" and "Public School Academy."

ARTICLE XII: AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by obtaining the affirmative vote of a majority of the Academy Board at any regular or special meeting of the Academy Board, if a notice setting forth the terms of the proposal has been given in accordance with the notice requirements of these Bylaws and applicable law. The Academy Board shall submit proposed Bylaw changes to the CSO Director for review and comment prior to adoption, as the Academy Bylaws are a part of the Contract between the Academy and the College; thus, any changes to the Bylaws will require an amendment to the Contract.

ARTICLE XIII: TERMS AND CONDITIONS DEFINITIONS

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

CERTIFICATION

The Academy Board certifies that these Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by the Academy Board on the 16th day of November, 2022.

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 Leelanau Montessori (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 Leelanau Montessori.

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 Leelanau Montessori (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

Head of School.....	5-1
Office Manager	5-5
Lead Teacher/Co Teacher	5-7
Classroom Assistance – Primary Elementary	5-9
Special Education Specialist	5-11
Outreach/Communication Coordinator.....	5-12
Client Services Agreement	5-14

Head of School

Nature and Scope of Job

The Head of School (HOS) serves as the educational leader and administrator of the school program. It is the nature of the position that he/she will be coordinating and collaborating with many individuals and groups outside of the school (i.e. Human Resources, Business Office, Charter Office, Board of Directors, Northwest Education Services, building tenant, local authorities, etc.), as well as staff within the school (i.e. Office Manager, Special Education Manager). This collaboration is necessary for any future school success.

The HOS cultivates an environment that is safe, promotes active and joyful engagement in the process of learning. The HOS will work collaboratively to lead and assist members of the school faculty in their professional growth and development, both from the unique needs of a public school, as well as a Montessori perspective. It is essential that the HOS has an understanding of the unique nature within every Montessori level of learning (i.e. Primary, Lower Elementary, Upper Elementary, Jr. High) to determine how needs of curriculum, instruction, and assessment change at each level. Finally, the HOS communicates these distinctions effectively with students, faculty, parents, and community members.

The HOS is responsible for the overall day-to-day operations of the school; in collaboration with the Board setting the strategic direction and goals of the school; and in collaboration with the staff, volunteers and parents/guardians meeting those goals.

School Leadership

- Acts as the program director and is responsible for implementation of all State of Michigan Licensing needs
- Serve as Educational Leader
- Advocate and advance Montessori pedagogy within LMPSA and greater community
- Lead the implementation of the LMPSA vision of student learning
- Serve as philanthropic ambassador within the organization and community
- Be inspirational, visible, and accessible to members of school community and beyond
- Possess knowledge of Common Core Standards adopted by the State of Michigan
- Attend all board meetings as non-voting board member and prepare and present reports as requested by the Board of Directors
- Manage relationships with students, families, and faculty that are rooted in Montessori philosophy
- Establish a plan to oversee and redirect student behaviors with child-centered discipline processes and procedures
- Demonstrate sufficient security and judgment to handle a crisis and to use supervision constructively
- Promote a culture of global citizenship and awareness at LMPSA
- Develop a master calendar of staff development that addresses school improvement goals
- Lead by example the creation of a culture at LMPSA that reflects the values associated with the Montessori Method (i.e. Grace & Courtesy lessons)
- Responsible for the RTI (Response to Intervention) process
- Responsible for the SST (Student Support Team) process
- Responsible for At-Risk, REAP, and Title I documentation is compliant with all state and federal guidelines.

- Lead, participate, and supervise any follow-up with the Crisis Prevention/Support Team

Management

- Develop specific operations, goals and objectives to implement the strategic goals that have been established by the board
- Hire, supervise, mentor, and evaluate teaching and support staff as needed
- Manage substitutes for classrooms and act as a substitute in classrooms as needed
- Oversee admission of students, including lottery procedures
- In consultation with the Board of Directors, informed by the LMPSA Faculty Manual, make final decisions regarding disciplinary action or dismissal of staff
- Ensure that all state reporting requirements are met
- Be responsible for the delivery of Special Education services in collaboration with LMPSA and ISD staff
- Collaborates with Program Director to facilitate staff gatherings that guide and support staff operations
- Collaborates with Program Director to manage teacher mentor program
- Oversee all aspects of facility management, including any and all technology hardware and devices
- Develop & Facilitate relationship with authorizer

Communication

- Maintain regular, ongoing, and open dialogue with the Board of Directors
- Serve as chief communicator between the Board of Directors and the LMPSA staff
- Promote highly effective and open communication between staff, parents, and the Board of Directors
- Be the main spokesperson for LMPSA
- Foster the relationship with staff, Board of Directors, school community, and beyond
- Foster a positive relationship with surrounding school districts and the GTB community, as well as the Michigan Department of Education
- Serve as a mandated reporter to the Michigan Department of Human Services
- Oversees/support/ensures documentation of regular communication between classrooms and families with each classroom
- Works with faculty/staff to address parent concerns at each level with appropriate lines of communication
- Directs process of student transition (K to 1st, 3rd to 4th)

Admissions

- First contact with families, providing program and tuition information
- Facilitate school tours, information sessions, phone contacts
- Coordinate all tours, programs, with classrooms. May act as the first contact with families providing program and tuition information.
- Coordinates efforts for possible student recruiting
- Manage observation schedule
- Manage/organize LMPSA Ambassador Program
- Manage/organize Montessori experiences in the community
 - Montessori classrooms at various events
 - Prepare materials for parent orientation meetings
 - Student recruiting
- Student information for classroom teachers
- School mailings: Back to School, Re-enrollment, etc.

Finance and Fund Development

- Prepare and present operating budgets to the Board of Directors in conjunction with the LMPSA Treasurer and LMPSA Business Office both monthly and annually
- Administer the operating budget and be accountable to the Board of Directors for effective business management
- Prepare annual budget recommendations, including personnel, committees, facilities, and programs
- In conjunction with LMPSA Grant Committee, apply for grants at all levels (federal, state, and local) that support the economic viability of the school
- Prepare reports for annual audits, both financial and academic
- In concert with other stakeholders, run the annual campaign (dollar-a-day)
- Lead capital campaign
- Ensure coordination with co-op relationships in the community
- Collaborates with Development and Admissions Coordinator to identify and cultivate prospective donors
- Serve as philanthropic ambassador within the organization and community

Staffing/Professional Staff Development

- Develop and maintain faculty/staff handbooks for all levels
- Revise, maintain, and train employees on school emergency plans
- implements staff mentor program for school by jointly overseeing its implementation/execution for any staff member under 5 years of experience
- Facilitate/oversee scheduling for aftercare
- Agendas for faculty/staff training
- Develops process for teacher recruitment/retention
- Coordinates the documentation and training of volunteers & substitute teachers for the school
- Support teaching staff about Montessori philosophy and full implementation of LMPSA's mission towards education
- Develop and implement LMPSA enrollment plan and assure proper student-teacher ratios
- Provide opportunities for ongoing professional development for all teaching and support staff
- Encourage staff to propose, plan, and develop programs in accordance with the mission of the school

Compliance and Accountability for School Operations

- Conduct written evaluations of staff.
- Oversee student evaluation and coordinate student assessment.
- Oversee ongoing program evaluation, including curriculum standards and curriculum development.
- Ensure that LMPSA is in compliance with all applicable governmental laws and regulations (federal and state).
- Evaluate school operations.

Marketing

- Oversee efforts of Outreach/Communications Coordinator, in coordination with Board Development/Marketing Committee.

Fundraising

- Run Annual Campaign
- Lead capital campaigns
- Communicate and coordinate with Leelanau Montessori Forever Foundation
- Ensure coordination of co-op relationships within community

Facility Management (Connie Binsfeld Building)

- Manage all aspects of the LMPSA owned facility – Connie Binsfeld Building (CBB) – and campus where the school is located in Lake Leelanau, Michigan.
- Ensure all financial aspects (mortgage, rents, utilities, maintenance, insurance, etc.) of the building are addressed in a timely manner with support from the LMPSA staff and Board.
- Ensure all CBB tenant rents are paid and there is a coordinated operation of the facility.
- Supervise all business aspects of the CBB.
- Ensure the CBB complies with all legal requirements.
- Overall, maintain a safe environment with proper lighting, signage, and disability access. Draft, update, and exercise all emergency plans and evacuation procedures.
- Procure and oversee building improvements as necessary and approved by the Board.
- Oversee CBB security, fire prevention, and other safety systems.

Additional duties as assigned by the board or required to fulfill the requirements of the position and/or the compliance of the district with state law, MDE or authorizer requirements.

Office Manager

Nature and Scope of Job

The Office Manager supports the overall administration and finance of the school operation. The Office Manager shoulders a variety of responsibilities, working in conjunction with the Head of School to manage the day-to-day, weekly, monthly, annual and longer needs of the school.

The Office Manager works in collaboration with many people inside and outside of the school. This position is often the first person the general public encounters in person and over the phone and, as such, requires a personal touch that meets the needs of all who are seeking information regarding the school.

Finance:

Works with the Head of School and Business Office to support/lead the following:

- Submits payroll to management company
- Submits invoices to business office
- Responsible for student activity account
- Purchases supplies
- Manages DHHS billing
- Billing for childcare, latchkey and DHHS
- Other mandated/necessary items as determined

Administration:

Works with Head of School to support/lead the following:

Desk Reception

- Serves on support/crisis team
- Helps children with needs
- Helps in classrooms when needed
- Phone reception
- Parent contacts
- Volunteer Coordinator
- Administer medications to children
- Support and supervision of sick children
- Daily attendance calls (excused absence and report on sick or absent children)
- Manages lunch counts/student payment collection

Student Enrollment/Registration Coordinator

- Prepares registration and enrollment packets
- Preparation of preschool/child care contracts
- Other mandatory/necessary items as determined.
- Manages State Reporting/Student Records and is a certified pupil accounting specialist
- Student Record Oversight- CA-60

- Student record maintenance

Manage State Reporting

- Powerschool administrator and a certified pupil accounting specialist
- General collection and input
- Early roster
- Early childhood collection
- MSDS leader
- Teacher student data submission
- McKinney-Vento Homeless Liaison
- Civil Rights Data Collection (CRDC) for US Department of Education
- Michigan Care Improvement Registry Administrator
 - Immunization records
 - Disease reporting

Manage Authorizer reporting

- Epicenter Charter School Compliance and documentation
- Acts as Board recording secretary
- Student registration

Facility Management

- Assist Head of School with building management
- Serves as an ambassador with building tenants

Additional duties as assigned by the Head of School.

Lead Teacher/CoTeacher

Nature and Scope of Job

The Lead and CoTeacher relationship shall be a partnership, where planning, preparing, instruction and other job duties are shared. Teachers will meet and communicate regularly to discuss plans and divide job duties. Teachers work together to provide for the physical, intellectual, emotional, and social growth of the children in their care. They will do this in keeping with the human needs and tendencies, planes of development, and sensitive periods at the forefront of Montessori philosophy. Together, they have a duty to meet the Michigan Common Core State Standards while upholding the philosophy of Dr. Maria Montessori, the school's mission statement, and the reputation of the school. The Lead Teacher however, has the ultimate responsibility for the positive functioning of the classroom. All employees are expected to be in the classroom for the hours contracted and to follow the school's absence protocol.

Preparation of the Adult

- Responsible for ensuring the educational and administrative policies of the school are carried out. The Lead Teacher is ultimately responsible for both the execution of these policies within the class and the successful operation of the classroom.
- Responsible for working a minimum number of hours stipulated in contract with the school.
 - In case of absence due to illness, it is the teacher's responsibility to give timely notice to the Head of School and other classroom teacher. If neither can be reached, the Office Manager should be contacted.
 - All teachers are expected to come to work on time and be prepared for the day.
- Able to meet the physical demands of the job, including the ability to carry a child, to get up and down from the floor, and to monitor the children with good sight and hearing.

Preparation of the Environment

- Responsible for preparation of the indoor environment and materials, including:
 - Spending an appropriate amount of time preparing the environment.
 - Preparing all materials in the classroom, ensuring they are complete, attractive, clean and stored in their proper place.
 - Ensuring the classroom is clean at the end of each day through general clean-up (dusting, cleaning spills, disinfecting surfaces, etc.)
- Responsible for the outside environment and materials including;
 - Monitoring the general safety of children while outdoors.
 - Ensuring the outdoor equipment is appropriate and cared for.
 - Keeping watch for any hazards.
 - Ensuring that each child has access to the environment needed to improve skills (e.g. gross motor skills, eye-hand coordination, etc.).
- Spends additional time necessary each month, devoted to preparing the class materials and environment and to attend school functions and other school duties.

Parent Communication

- Checks mailbox and e-mail regularly for staff communications.

- Contacts the parents of a child who was absent for more than two days, was hurt at school, or who felt sick at school, when necessary.
- Keeps parents apprised of their child's progress by:
 - Conducting two formal parent-teacher conferences each year.
 - Conducting informal parent-teacher conferences as needed.
 - Attempting to connect with each family regularly.
 - Preparing progress on goals report for each parent-teacher conferences.
 - Preparing a final progress report for children moving to a new level.
- Encourages children's parents to be involved in class projects (i.e. sewing, materials preparation, outdoor projects, etc.) and school events, and elicits suggestions, ideas and assistance from parents on how to improve the classroom and its functioning.

Record Keeping/Classroom Management

- Keeps up-to-date records on the progress and attendance of each child and provides copies of these records to the office at the end of the school year. Brings any problems to the attention of the Head of School.
- Directs and develops assistants/student teachers by:
 - Meeting monthly to discuss their work and progress.
 - Bringing any problems to the attention of the Head of School.
- Supports peace curriculum and conflict resolution philosophy.
- Speaks/treats children respectfully to foster dignity and mutual respect. Never talks about the child in front of the child.

Professionalism

- Meets professional development requirements each year. Participates in additional professional development opportunities.
- Contributes to the reputation of the school by conducting oneself professionally at all times and by cooperating in the school publicity and community efforts.
- Plans, supplies, and implements classroom programs in accordance with the scope and sequence legislated by the Michigan Dept. of Education and Montessori philosophy.

Curriculum and Assessment

- Uses all resources available to ensure goals are met during the appropriate year (grade level).
 - o Uses Montessori, district, and state assessment data to support student learning.
 - o Tracks/monitors students to ensure goals are met during the appropriate year.
 - o Addresses gaps in student achievement of goals by utilizing the SST process.

Classroom Assistant – Primary/Elementary

Nature and Scope of Job:

The Classroom Assistant is responsible for supporting the lead teacher in the educational and administrative policies of the school. She/he regularly and effectively communicates with the lead teacher concerning classroom operations. As this is a support position, the flexibility of the adult is absolutely necessary because working with children requires the ability to quickly determine their needs and adapt to meet them, regardless of a job description. This adult is expected to adhere to and complete faithfully any directive of the lead teacher and/or Head of School.

Preparation of the Adult

- demonstrates love of his/her work and a positive work ethic; accepts guidance from lead teacher and/or Head of School
- flexible in all dealings with parents, students, colleagues
- comes to work prepared to begin at contracted start time
- honors contracted number of allowed leave days; informs head of school and lead teacher of any absences as soon as possible
- sets time to spend with lead teacher (established at beginning of year and is flexible to the changing demands of this arrangement); reserves conversations with lead teacher for scheduled meetings or after-hour discussions
- attends all meetings as outlined by the lead teacher and/or Head of School
- prepares a substitute packet for their daily schedule & jobs
- ensures the timely delivery of all necessary compliance documents as directed by the lead teacher and/or Head of School.
- work the number of hours contracted and adheres to absence policies as outlined by the school administration/operations manual
- is able to meet the physical demands of the job
- upholds all board policies and procedures
- aids the lead teacher in monitoring student educational expectations, preparation of the environment (indoors and outdoors), and provides observational feedback regarding student behavior and activities as directed by the lead teacher
- contributes to the reputation of the school by conducting oneself professionally at all times and by cooperating in the school publicity and community efforts as outlined by the Head of School
- state concerns about your position or any situation regarding the school to the Head of School

Preparation of the Environment

- upon arrival in the morning, observes what needs to be done and begins
 - set-up chairs
 - put away items
 - tidy room
 - have a conversation about classroom management with lead teacher
 - refills any item as needed (soap, sanitizer, etc.)
 - checks for cleanliness of microwave and refrigerator, toilet, etc.
- organizes and tidies classroom as necessary, including materials, shelves, tables
- ensures cleanliness and cleans-up snack table
- assist lead teacher in keeping track of items that need to be restocked
- is flexible and responds to the needs of the lead teacher whenever necessary

Parent Relations

- is friendly with parents while limiting conversations with them and directing channel of communication to the lead teacher and/or Head of School
- maintains confidentiality in any and all conversations with and about students
- reserves conversations about children for outside of classroom time
- keeps lead teacher informed of pertinent information exchanged with parents and/or other staff members
- ensures any communication with parents is documented in classroom communication log
- notifies the HOS immediately of personal or professional difficulties with children, parents or staff

Philosophy/Curriculum

- until students consistently return materials to the shelf, guides them to do so
- survey the environment through the day while sorting, straightening and cleaning as necessary
- models classroom expectations and assist children in developing their own responsibility to self and community.
- follows through with directions given to students by lead teacher
- supports lessons given by lead teacher based on knowledge & experience, as appropriate. Supervise and substitute as directed when the lead guide is out of the room

Classroom Leadership

- communicates in a firm way with a kind demeanor and upholds the classroom management plan put together by the lead teacher
- practice positive phrasing until it becomes natural
- be vigilant when supervising children on the playground
- monitor, surprise, facilitate, assist and observe children in accordance with daily routines and learning expectations.
- establish positive relationships with children characterized by respect and goodwill
- expresses consistent directions with the expectation that the desired request will be carried out according to the needs of the students
- respects classroom time as time with students
- limits distractions and seats self in order to be aware of surroundings
- is available to aid any and all students throughout work cycle in whatever capacity, as directed by the lead teacher and/or Head of School
- is positive and flexible in all situations as lead teacher and/or Head of School have directed

Special Education Specialist

Nature and Scope of Job:

The Special Education Specialist displays an understanding of how students learn and applies this knowledge to students; understands special education programs and policies at the state and federal level in an effective and appropriate manner; creates instructional outcomes that are stated as goals that can be assessed, reflecting rigorous learning and curriculum standards; Makes contributions to the field both in and outside of the school, seeking resources in and beyond the school or district in professional organizations and in the community to enhance knowledge and to use in teaching; contributes to the professional community and to school projects, assuming a leadership role among the faculty; creates a culture for learning in which everyone shares a belief in the importance of the subject and all students hold themselves to high standards of performance while initiating collaboration with classrooms.

Essential Duties and Responsibilities:

- Provide individualized instruction and support to students with special needs · Develop IEPs in accordance with federal, state and district standards · Support general education teachers and administrators to implement appropriate strategies to meet the needs of student with IEPs
- Manage compliance of accommodations and modifications for students with IEPs in the general education classroom and during Special Education service time
- Provide accommodated testing conditions for classroom and standardized testing
- Analyze assessment and progress monitoring data to drive and inform instruction and IEP development
- Develop and implement appropriate behavior management techniques for students with special needs
- Ensure student achievement and progress towards IEP goals
- Complete progress reports in accordance with district guidelines
- Create and maintain Special Education documentation as required by federal state and district regulations
- Ensure IEP timeline compliance of assigned caseload
- Coordinate formal assessments for related services
- Schedule and facilitate IEP meetings in a collaborative and professional manner · Develop positive relationships with parents and families to engage them in the IEP process
- Manage and/or assist with the development of 504 plans
- Develop and provide ongoing professional development for general and special education
- Create and organize systems for maintaining both instructional and non-instructional records
- Pursue professional development each school year

Outreach/Communications Coordinator

Nature and Scope of Job:

The Outreach/Communication Coordinator will become adept in stewardship activities related to non-profit fundraising and relationship management, including creating and implementing the fundraising, development, and communications strategy, as well as grant writing and managing the alumni database.

The Outreach/Communication Coordinator will perform administrative duties related to fundraising, marketing, communication and public relations and will gain firsthand experience in strategic planning to increase the capacity of a small and growing non-profit organization.

Communications

- Publish the weekly newsletter, quarterly newsletter.
- Edit school communications and ensure they align with brand, message and audience to reflect the values, vision and mission of the school.

Outreach Responsibilities

Annual Outreach Plan

- Schedule planning meetings with the Head of School, LMFF, and LMPSA board leadership to develop a robust annual outreach plan that, if implemented, can meet outreach and fundraising goals and metrics. Include social media and marketing as part of Annual Outreach Plan.
- Create a written plan to include the targeted audiences, calendar, communication channels, budget, activities, goals, and metrics

Implement Outreach Plan Activities

- Write and send press releases, donor letters, eblasts, eBulletins, and articles focused on the annual targeted audience to increase volunteers, donors, and participation in LMFF activities
- Supervise LMFF volunteer writers
- Supervise LMFF marketing volunteers
- Update case statement as needed

Multi-Channel Solicitations

- Coordinate and implement multi-channel solicitations designed to bring in new and retain existing donors
 - Procure mailing/outreach lists
 - Develop strategies and metrics for each solicitation

- Create or work with marketing to design solicitation look and feel
- Write copy and finalize the campaign materials, including:
 - Letter
 - Outside envelope
 - Return envelope
 - Response card
 - Landing webpage for credit card (online) giving
 - Thank you letter (both for online and for mailed-in donations)
- Work with the printer to send mailings
- Send follow-up emails with links to the online giving page
- Create final report

Monitor Outreach Plan Progress

- Create reports in Bloomerang to understand the progress of the outreach program
- Keep in contact with the LMFF board and Head of School to understand their progress
- Participate in quarterly Fundraising Leadership team meetings to review progress and discuss course corrections when needed

Website

- Keep the website up to date

CLIENT SERVICES AGREEMENT

This AGREEMENT is signed this 26th day of June, 2026, and is effective July 1, 2026 by and between Leelanau Montessori (Academy) whose address is 7401 E Duck Lake Road, Lake Leelanau, MI 49653, and HR Charter Consulting, LLC, a Michigan limited liability company located at 528 4th Street NW, Grand Rapids, MI 49504 (hereinafter “HR Charter Consulting, LLC”).

RECITALS

- A) The Academy is a Michigan public school academy organized to provide public school instruction pursuant to a contract, dated 7/1/2018 (“Contract”), issued by Bay Mills Community College (“Authorizer”).
- B) The Academy operates a public school academy under the direction of the Academy’s Board of Directors (“Board”).
- C) HR Charter Consulting, LLC is a Michigan corporation with its offices at 528 4th Street NW, Grand Rapids, MI 49504.
- D) HR Charter Consulting, LLC offers to Michigan public school academies employee administration and human resource management services including, but not limited to, staff employment, payroll, benefit administration, staff management and other similar services.
- E) The Academy desires to engage HR Charter Consulting, LLC to perform certain services upon the terms and conditions set forth in this Agreement and pursuant to its authority, the Academy hereby contracts with HR Charter Consulting, LLC, to the extent permitted by law, specified functions relating to the educational, human resource administration and staff management services.

THEREFORE, the parties agree as follows:

1. Services Provided by HR Charter Consulting, LLC. HR Charter Consulting, LLC shall provide services as outlined in this Agreement.

a) Selection of Employees. HR Charter Consulting, LLC shall employ and assign to the Academy all such administrative staff, classroom teachers, instructors, and support staff as may be necessary to accomplish the educational mission of the Academy consistent with the Academy Board’s approved budget (the “Covered Employees”), which shall include a qualified and certified school leader (the “Chief

Administrator”). The Chief Administrator assigned to the Academy at the commencement of this Agreement shall be Laura Piskor. HR Charter Consulting, LLC shall comply with all Federal and State statutes and administrative requirements including, but not limited to, the Immigration Reform and Control Act.

b) Employee Agreements and Compensation. HR Charter Consulting, LLC shall have the exclusive right to set all terms and conditions of such employment, which shall be established in a written employment agreement between HR Charter Consulting, LLC, and each employee. HR Charter Consulting, LLC agrees that employment agreements with its staff assigned to the Academy (including by way of example and not limitation, administrators, teachers, counselors and the like) shall not contain non-compete agreements of any nature. Compensation for the Covered Employees including, but not limited to, health care and retirement benefits, shall be established by the Academy Board of Directors through its budget and implemented by HR Charter Consulting, LLC. Information regarding all costs, including the employment costs, annual salary and benefit costs by individual assigned to the Academy by HR Charter Consulting, LLC, will be provided to the Board by HR Charter Consulting, LLC upon request.

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

d) Retirement Plan. HR Charter Consulting, LLC shall make available to all qualified employees assigned to work at the Academy under this Agreement a retirement plan pursuant to IRC Section 401(k).

e) Payroll Taxes. HR Charter Consulting, LLC shall report and pay all applicable federal, state and local employee and employer payroll taxes from HR Charter Consulting, LLC’s own accounts. HR Charter Consulting, LLC will comply with all local, state and federal record keeping requirements.

f) Payroll Records. HR Charter Consulting, LLC shall maintain and verify all required payroll and benefit records.

g) Policies and Procedures. All payroll, benefit and personnel policies and procedures shall be established by HR Charter Consulting, LLC. HR Charter

Consulting, LLC will provide all such policies and procedures to the Academy upon request.

h) Worker's Compensation Insurance. HR Charter Consulting, LLC shall maintain Worker's Compensation insurance during the term of this Agreement on all employees assigned to work at the Academy under this Agreement. HR Charter Consulting, LLC shall provide a Certificate of Insurance to the Academy verifying coverage of Worker's Compensation insurance.

i) At-Will Employment Relationship. HR Charter Consulting, LLC, through the Chief Administrator, has the exclusive right to select staff for employment and to terminate with or without cause any employee with advance written notice to the Chief Administrator and Board. Before selecting a new Chief Administrator, the Academy shall be given an opportunity to interview the candidate and to consent to the placement of the candidate at the Academy.

j) Implementation and Supervision of Policies and Procedures. During the term of this Agreement, HR Charter Consulting, LLC shall have the exclusive right and authority to implement and supervise personnel policies and procedures relating to Covered Employees. HR Charter Consulting, LLC shall make good faith reasonable efforts to act in the best interest of the Academy with regard to its policy and procedure in exercising control over Covered Employees. The Academy agrees to cooperate and oversee HR Charter Consulting, LLC in the implementation and supervision of all such policies and procedures.

k) Hiring, Evaluating, Supervising, Disciplining and Firing. HR Charter Consulting, LLC, through the Chief Administrator, shall have responsibility for the hiring, evaluating, supervising, disciplining and firing of Covered Employees consistent with the Academy's approved budget. HR Charter Consulting, LLC shall consult with the Chief Administrator concerning any hiring, evaluating, disciplining, and firing before formal action is taken. The Academy's Board will have input on the selection and evaluation of the Chief Administrator.

l) HR Charter Consulting, LLC may, at its sole discretion, engage Axios HR, LLC, as a third-party vendor/co-employer to perform certain human resources functions or payroll services, in connection with this Agreement. Notwithstanding any such HR Charter Consulting, LLC, remains fully responsible for, and will not be relieved of, any of its obligations or liabilities under this Agreement. The use of a third-party vendor will not diminish, limit, or otherwise affect HR Charter Consulting, LLC duties to fulfill all terms and conditions of this Agreement.

m) On-site Supervision and implementation of Educational Program. HR Charter Consulting, LLC is responsible for on-site employee supervision for Covered Employees through the Chief Administrator located at the physical location of the Academy. The Chief Administrator is responsible for onsite supervision of staff provided or employed by other staffing providers that may be retained by the Board at the Academy from time-to-time. The Chief Administrator will supervise the overall operation of the Academy and keep the Board informed of employment, educational, operations, and other related matters at the school. The Chief Administrator shall be an employee of HR Charter Consulting, LLC and shall assist Charter HR Educational Services LLC with its administrative and personnel responsibilities on the Academy's premises.

The Board retains the responsibility for determining the fiscal and academic policies that will govern the operation of the Academy. Under the policy direction of the Board, HR Charter Consulting, LLC through the Chief Administrator shall implement the educational goals and programs set forth in the Contract, and as established by the Board including but not limited to methods of pupil assessment, admission policy and criteria, school calendar and school day schedule, age and grade classifications or pupils to be enrolled, and methods to be used to monitor performance towards targeted educational outcomes. No changes in the educational goals and programs shall be implemented without the prior approval of the Academy's Board and the Authorizer. The Academy Board is responsible for the monitoring of academic outcomes pursuant to its Charter Contract. The Academy's Board shall notify HR Charter Consulting, LLC of any dissatisfaction with these services. HR Charter Consulting, LLC shall make good faith reasonable efforts to act in the best interests of the Academy with regard to the Academy's policies and procedures. HR Charter Consulting, LLC shall ensure that the Chief Administrator follows all appropriate guidelines concerning HR Charter Consulting, LLC's oversight of Covered Employees and complies with all HR Charter Consulting, LLC directives dealing with its responsibilities under this Agreement.

2. HR Charter Consulting, LLC Requirements.

a) Compliance with Applicable Criteria. HR Charter Consulting, LLC assumes sole responsibility for assuring that all services set forth in Paragraph 1 provided by HR Charter Consulting, LLC are provided in compliance with and conform to (i) all applicable federal, state and local government laws, rules and regulations, including, but not limited to all civil rights laws, Bullard-Plawecki Employee Right to Know Act, Whistleblower's Protection Act, Fair Labor Standards Act, and Fair Credit Reporting Act;

(ii) all pertinent policies of those accrediting agencies from which the Academy have secured or is seeking accreditation, including but not limited to the Authorizer and the Michigan Department of Education; and (iii) all other applicable written policies of the Academy as communicated to HR Charter Consulting, LLC through the Chief Administrator, or the Academy Board. HR Charter Consulting, LLC, through the Chief Administrator, shall promptly provide to the Academy, within seventy-two hours of receipt, all notices, reports or correspondence from individuals or governmental agencies that assert claims, deficiencies or charges against the Academy, employees assigned to the Academy or HR Charter Consulting, LLC.

b) Compliance with Applicable Law. HR Charter Consulting, LLC shall comply with all applicable federal, state and local employment laws.

c) Compliance with Authorizer ESP policies. HR Charter Consulting, LLC will be responsible for complying with Authorizer ESP policies as applicable to the services rendered under this Agreement. HR Charter Consulting, LLC will be responsible for supplying only information that they have in their possession in regard to the Services included in this Agreement.

d) Compliance with the Academy's Charter Contract. HR Charter Consulting, LLC agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Contract issued by the Authorizer. The provisions of the Contract shall supersede any competing or conflicting provisions contained in this Agreement.

e) Compliance with Section 503c. On an annual basis, HR Charter Consulting, LLC 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.

f) Compliance with Section 12.17 of Contract Terms and Conditions. HR Charter Consulting, LLC shall make information concerning the operation and management of the Academy, including without limitation the information described in Schedule 6 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.

g) Records. HR Charter Consulting, LLC, through the Chief Administrator, shall maintain actual time records and verify the accuracy of all wage hour information provided to HR Charter Consulting, LLC at the end of each pay period. HR Charter Consulting, LLC shall supply all wage and salary reports to the Academy at the end of each pay period. The Academy shall not pay any wages, salaries or other compensation, including employee benefits, to Covered Employees subject to Section 1b above but shall reimburse HR Charter Consulting, LLC for all such wages, salaries or other compensation, including employee benefits, to Covered Employees pursuant to Section 5b below.

3. The Academy's Requirements. The Academy shall provide and be responsible for the following:

a) Personnel Requirements. Advise HR Charter Consulting, LLC, through the Chief Administrator, of the teachers, instructors, and administrators required by the Academy, consistent with its approved budget, to perform its mission. The Academy shall be responsible for procuring any required personal training and development. The Academy remains primarily responsible for staff recruitment and may retain vendors to assist in the recruitment and placement process.

b) Insurance. Maintain all necessary insurance in accordance with Paragraph 8 of this Agreement.

c) Financial Reports. Prepare all annual budgets and all required financial reports for the Academy in accordance with the relevant provisions of the Uniform Budgeting and Account Act MCL 141.421, et seq. The Board is responsible for establishing, approving, and amending the annual budget in accordance with applicable law. Additionally, the Board is responsible for determining the budget reserve amount included as part of the Academy's annual budget, implementing fiscal policies that will assist the Academy in attaining the stated budget reserve amount, and for approving necessary amendments to the budget to reflect necessary deviations from the adopted budget.

d) Employee Benefits. The Academy shall provide to HR Charter Consulting, LLC a written statement with regard to all policies concerning employee benefits, if any. These policies shall comply with all federal, state and local governmental laws and regulations.

e) Confidential Information. The Academy shall be solely responsible for instituting and maintaining policies and procedures for handling confidential

information, money or other valuables of staff assigned to the Academy. HR Charter Consulting, LLC may require bonding of such individuals. The Academy shall give HR Charter Consulting, LLC written notice of such individuals. It shall be the sole responsibility of the Academy to establish policies and procedures to protect such valuables.

f) Discipline, Layoff, or Termination of Employees. The Academy agrees to comply with all HR Charter Consulting, LLC personnel directives, both general and specific, regarding the discipline, layoff, or termination of the Covered Employees. The Academy further agrees to immediately notify HR Charter Consulting, LLC of any material change in the current business operations of the Academy.

g) Personnel Issues. In the event the Academy becomes dissatisfied with the performance of any individual HR Charter Consulting, LLC employee assigned to the Academy, HR Charter Consulting, LLC shall be notified, in writing, setting forth the nature of the dissatisfaction, the proposed remedial action, and any specific action requested. All decisions regarding the disposition of such requests are at the sole discretion of HR Charter Consulting, LLC.

h) Applicant/Employee Background Checks. HR Charter Consulting, LLC, or its designated subcontractor shall be responsible for performing all pre-employment, and any employment related background, license and eligibility review and other screening and investigation; however, HR Charter Consulting, LLC shall perform all criminal records check and unprofessional conduct check activities required by federal, state or local law, including the Michigan Revised School Code (the “Code”), of Covered Employees. The parties acknowledge that currently such checks may be undertaken by a designated Academy board member using the methodology recommended by the Michigan State Police. The results of the screening and investigation will be reported to HR Charter Consulting, LLC in a manner that accords with applicable law (e.g. “red light”/ “green light” letter. All costs or fees incurred by HR Charter Consulting, LLC in connection with the screening and investigation shall be billed to and paid by the Academy. The results of the screening and investigation of pre-employment records must be made available for review by the Authorizer’s Charter Schools Office in the manner and form compliant with applicable law. The parties shall develop a written policy and procedure that complies in all aspects with applicable law and the requirements of the Michigan State Police for the performance of the background and unprofessional conduct checks described herein, which shall be incorporated into the Board policy manual.

i) Audit. The Academy shall select and retain its independent auditor to perform the annual financial audit in accordance with the Charter Contract and applicable state law. The Academy retains full responsibility for overseeing and assisting the auditor in completing the audit.

j). Building Facility. The Academy's Board is responsible for the acquisition, management and maintenance of building facilities that comply with all of the requirements of the Contract and applicable law. The Covered Employees may assist in the fulfillment of these objectives.

k). Curriculum. The Academy is responsible for developing and providing HR Charter Consulting, LLC with an approved curriculum to implement in the educational program.

l) Funding. The Academy shall direct and authorize HR Charter Consulting, LLC on which federal, state, or local funding grants or applications that Charter HR Educational Services should apply for on behalf of the Academy. The Academy is responsible for any direct costs associated with applying for such grants or applications.

m) Oversight. Notwithstanding any other provision in this Agreement to the contrary, the Board is responsible for the supervision, governance and oversight of the Academy. Nothing in this Agreement shall be construed as delegating to HR Charter Consulting, LLC any of the powers or authority of the Board that are not subject to delegation by the Board under Michigan law or the Contract.

4. Term of Agreement. This Agreement shall commence on July 1, 2026, through June 30, 2027. If the Academy and/or HR Charter Consulting, LLC becomes obligated for MPERS or an unexpected fee or tax is instituted (e.g. State service tax fee), either party may terminate this Agreement at any time upon providing ninety (90) days' notice to the other party. Termination of this Agreement shall not affect the continuation of the obligations of either party incurred during the term of the Agreement. The term of this Agreement shall not exceed the length of the 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. Further amendment may be 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 such termination or amendment shall be accomplished as required by the Authorizer, that there shall be no cost or penalty to the Academy, and that there is no recourse to the Authorizer or any third party affiliated with or engaged by the Authorizer, by HR Charter Consulting, LLC or any subcontracted person or entity of HR Charter Consulting, LLC.

5. Fees. The Academy shall pay HR Charter Consulting, LLC the following fees for the services rendered under this Agreement:

a) Service Fee. A Service Fee shall be charged to the Academy for all Covered Employees assigned to the Academy equal to 4.85% per employee per payroll ("Service Fee"). The Service Fee is calculated without regard to individual limitations on wages for purposes of determining the amount of unemployment taxes. The Service Fee shall be billed once per pay period and due 48 hours prior to payday of the pay period with said billing including an itemized, detailed breakdown of all costs, fees and expense (i.e. salary and payroll; FUTA; SUTA; Workers Compensation; FICA, a breakdown of fringe benefits, by benefit; etc. The Service Fee will increase automatically on the anniversary date by 3% annually through the length of the term. Subject to Paragraph 41 of this Agreement, the Service Fee may also be adjusted through an addendum to this Agreement if the parties agree, in writing, to modify the services provided by HR Charter Consulting, LLC.

b) Payroll Costs. Payroll costs will be charged, in addition to the service fee, equal to Gross Payroll and associated payroll costs including FICA, FUTA, SUTA, Workers Compensation, separation severance agreements (if any) and any additional taxes passed by the State and/or Federal government during the term of this Agreement. All benefits provided under Paragraph 1 d) and 1 e) will be billed to the Academy on a pay period basis. HR Charter Consulting, LLC will provide written notice within five (5) business days of receiving notice of an increase to any of the costs other than the Service Fee costs and include said increase as of the effective date of the increase. However, this provision shall not apply to a change in payroll costs which may vary because of a change in hours worked by employees. The Academy, at its election, may respond to the written notice of cost increase by issuing notice to cancel effective ninety (90) days after the date of cost increase.

6. Additional Costs, Fees and Expenses. The Academy shall pay all additional

costs or expenses incurred by HR Charter Consulting, LLC that are incidental to the performance of this Agreement and that have prior approval of the Academy's Board President or his/her designee. These additional costs, fees or expenses may include, but are not limited to, employee replacement/recruiting costs, applicant/employee background checks, hiring temporary personnel, substitute teachers, fidelity bonding, legal fees associated with employment related issues and employee training programs.

7. Payment of Costs, Fees and Expenses. The Academy shall execute an electronic bank wire transfer to HR Charter Consulting, LLC at least 48 hours prior to each payroll date, from the designated the Academy's account in an amount equal to the Services Fees, Payroll costs described in Paragraph 5 and Costs, Fees and Expenses described in Paragraph 6 of this Agreement, upon receipt of a detailed billing. If there is any disputed amount to an invoice, the non-disputed amount shall be ratified. If there is a disputed amount, whether ratified by the Academy's Board or not, the parties shall meet within fourteen (14) days to discuss and attempt to resolve the disputed amount prior to submitting the matter to arbitration as addressed in Paragraph 12. Any errors in payment of costs, fees and expenses will be promptly corrected with the parties acting in good faith and with reasonable efforts

8. Insurance. HR Charter Consulting, LLC and the Academy shall maintain such policies of insurance as required by the Contract, the Michigan Universities Self-Insurance Corporation ("M.U.S.I.C."), and applicable law. HR Charter Consulting, LLC's insurance is separate from and in addition to the insurance the Board is required to obtain under the Charter. Each party shall, upon request, present evidence to the other and the Authorizer that it maintains the requisite insurance in compliance with the provisions of this Paragraph. In the event that the Authorizer or M.U.S.I.C. requests any change in coverage by HR Charter Consulting, LLC, HR Charter Consulting, LLC agrees to comply with any change in the type or amount of coverage, as requested, within thirty (30) days after notice of the insurance coverage change is provided to HR Charter Consulting, LLC and the Academy. Each party shall comply with any information or reporting requirements required by the other party's insurer(s), to the extent reasonably practicable. The Academy will be billed in September of each year the cost for HR Charter Consulting, LLC's costs for procuring M.U.S.I.C. insurance that are directly attributable to the Academy in one lump sum, billed as a separate line item on one of the September invoices. The Academy shall pay HR Charter Consulting, LLC for all deductibles associated with all claims on any required policy required by M.U.S.I.C.

9. Safety Requirements. The Academy and HR Charter Consulting, LLC shall comply with all safety, health and work laws, regulations and rules. The Academy and HR Charter Consulting, LLC shall also comply with all safe work practices and use of

protective equipment required by federal, state or local law. The Academy will reimburse at direct cost any required safety equipment, mandatory safety training, or PPE required by Federal, State or Local regulation. All accidents involving employees shall be reported immediately to HR Charter Consulting, LLC by the Chief Administrator. The Academy shall cooperate with HR Charter Consulting, LLC's Worker's Compensation carrier and liability insurance carrier who shall have the right to inspect the Academy properties.

10. Termination of Agreement.

a) By HR Charter Consulting, LLC. HR Charter Consulting, LLC, in its sole discretion, may terminate this Agreement, relieving it of all further responsibility under this Agreement, as of the ending date of the last payroll period immediately preceding any of the following events:

- i) Academy files for bankruptcy or becomes insolvent;
- ii) The facility where employees are engaged in work for the Academy is closed;
- iii) Academy requests a layoff of 25% of the workforce;
- iv) Academy and its successors and assigns discontinue operation;
- v) Academy meets the definition of a financially distressed business as set forth in the Worker Assistance and Retraining Notification Act.
- vii) Any other reason set forth in this Agreement, including as identified in Paragraph 4 of this Agreement, that constitutes a default under the Agreement or allows HR Charter Consulting, LLC to terminate this Agreement.
- viii) Failure of the Academy to timely make payment(s) required by this Agreement or reduces the amount invoiced by more than \$5,000.00 of the contested invoice.

b) By Academy. The Academy may terminate this Agreement prior to the end of the term specified in Paragraph 4 in the event that HR Charter Consulting, LLC shall fail to remedy a material breach within sixty (60) days after notice from the Board, provided however that if the nature of the breach is such that the cure cannot be reasonably accomplished within sixty (60) days, then the cure period shall be extended for an additional thirty (30) days if HR Charter Consulting, LLC proceeds to cure with reasonable dispatch. Notwithstanding the above, the notice requirement for breach by reason of 10.b.(i) or (vi) below is thirty (30) days. Material breach includes, but is not limited to:

- i) HR Charter Consulting, LLC's failure to account for its expenditures or to pay its obligations as specifically noted in this agreement (provided funds are available to do so);
- ii) Failure of HR Charter Consulting, LLC to follow policies, procedures, rules, regulations or curriculum duly adopted by the Board and communicated to HR Charter Consulting, LLC, provided that such policies, procedures, rules, regulations or curriculum are not inconsistent with the Contract, as amended, this Agreement, or in violation of applicable law;
- iii) Receipt by the Board of unsatisfactory reports from HR Charter Consulting, LLC or from an educational consultant retained by the Board about matters concerning HR Charter Consulting, LLC's performance or the performance of the staff which are not reasonably corrected or explained;
- iv) HR Charter Consulting, LLC's failure to abide by all applicable laws in its administration of this Agreement;
- v) HR Charter Consulting, LLC files for bankruptcy or becomes insolvent;
- vi) HR Charter Consulting, LLC discontinues operations;
- vii) HR Charter Consulting, LLC meets the definition of a financially distressed business as set forth in the Worker Assistance and Retraining Notification Act; or
- viii) Any other reason set forth in this Agreement, including as identified in Paragraph 4 of this Agreement, that constitutes a default under the Agreement or allows the Academy to terminate this Agreement.

c) In the event the Academy terminates this Agreement pursuant to this Paragraph, the Academy shall pay all charges due under this Agreement through the last date of services provided by HR Charter Consulting, LLC.

d) The Academy has the right to terminate the Agreement without prior notice if the Authorizer threatens to terminate the Contract unless this Agreement is not terminated.

e) If the Contract issued by Authorizer is suspended, reconstituted, revoked or terminated, or a new charter contract is not issued to the Academy after expiration of the Contract, this Agreement shall automatically terminate on the same date as the Academy's Contract is suspended, reconstituted, revoked, terminated or expires without further action of the parties.

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

g) The provisions of Paragraph 12 pertaining to arbitration of disputes shall not operate to limit the parties' rights to terminate under this paragraph.

11. Indemnification.

a) HR Charter Consulting, LLC. HR Charter Consulting, LLC shall indemnify and hold the Authorizer and the Academy, including its officers, directors, and agents, harmless from any and all third-party claims, actions, damages, expenses, losses or awards, including employment related claims by HR Charter Consulting, LLC employees or applicants, administrative determinations, judgments, damages, reimbursements, back pay, penalties, fines, costs or loss, demands, suits, including reasonable attorney's fees or other forms of liability that may arise out of, or by reason of (i) the negligence or intentional misconduct of HR Charter Consulting, LLC, (ii) any action taken or not taken by HR Charter Consulting, LLC, or (iii) any noncompliance or breach by HR Charter Consulting, LLC of any of the terms, conditions, warranties, representations, or undertakings contained in or made pursuant to this Agreement made at the sole direction of HR Charter Consulting, LLC. This indemnification shall include any failure on the part of HR Charter Consulting, LLC that results in violations of federal, state and local laws and regulations. HR Charter Consulting, LLC shall not be responsible to indemnify the Academy for the acts or omissions of an unlicensed individual that occur

when that individual is not under the supervision of a Covered Employee. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts acceptable to the Academy and shall be not less than \$1,000,000 per occurrence. As used herein, HR Charter Consulting, LLC shall include directors, officers, agents and attorneys. HR Charter Consulting, LLC shall list the Academy as an additional insured on the policies required under this Agreement.

b) Academy. To the extent not prohibited by the Contract or applicable law, the Academy hereby agree to indemnify, defend, and hold HR Charter Consulting, LLC harmless from and against any and all third-party claims, actions, damages, expenses, losses or awards which arise out of (i) the negligence or intentional misconduct of the Academy Board, (ii) any action taken or not taken by the Board, or (iii) any noncompliance or breach by the Academy of any of the terms, conditions, warranties, representations, or undertakings contained in or made pursuant to this Agreement made at the sole direction of the Academy. As used herein, the Academy shall include directors, officers and attorneys. This indemnification shall include any failure on the part of the Academy for violations of federal, state and local laws and regulations. The Academy shall not indemnify HR Charter Consulting, LLC for acts or omissions of an unlicensed individual that may occur when that individual is not under the supervision of the Academy. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts acceptable to HR Charter Consulting, LLC and shall be not less than \$1,000,000 per occurrence. The Academy shall list HR Charter Consulting, LLC as an additional insured on the policies required by this Agreement. Notwithstanding anything in this Agreement to the contrary, the Board shall not be precluded by the terms of this Agreement from asserting or declining to assert a claim of governmental immunity.

c) Indemnification of Authorizer. The parties acknowledge and agree that the Authorizer, its Board of Trustees, and its members, officers, employees, agents or representatives (collectively "University") are deemed to be third party beneficiaries for purposes of this Agreement. As third-party beneficiaries, HR Charter Consulting, LLC hereby promises to indemnify, defend and hold harmless the University from and against all demands, claims, actions, suits, causes of action, losses, judgments, liabilities, damages, fines, penalties, demands, forfeitures, or any other liabilities or losses of any kind whatsoever, including costs and expenses (not limited to reasonable attorney fees, expert and other professional fees), of settlement and prosecution imposed upon or incurred by the University, and not caused by the sole negligence of the University, which

arise out of or are in any manner connected with the University Board's approval of the Academy's application, the University Board's consideration of or issuance of a Contract, HR Charter Consulting, LLC preparation for or operation of the Academy, or which are incurred as a result of the reliance by the University upon information supplied by HR Charter Consulting, LLC, or which arise out of HR Charter Consulting, LLC failure to comply with the Contract or applicable law. The parties expressly acknowledge and agree that the University may commence legal action against HR Charter Consulting, LLC to enforce its rights as set forth in this section of the Agreement

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

The arbitration hearing will be held in Kent County and will be the exclusive remedy for resolving the disagreement. Either party may file for arbitration but must do so with MMAS within one hundred twenty (120) calendar days of the event precipitating the disagreement, or within the applicable statute of limitations, whichever is sooner.

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

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

The arbitrator may award any and all remedies allowable by the cause of action pled in the request for arbitration, including but not limited to equitable relief and money damages. The arbitrator shall issue a written decision, containing his/her findings of fact

and conclusions of law. The Authorizer shall be notified of said decision and, upon request, the cause opinion shall be made available. The arbitrator's award will be final and binding on both parties and may be enforced in a court of competent jurisdiction.

This Arbitration clause shall not operate to negate the parties' respective rights to terminate the Agreement under paragraph 10. All arbitration rights shall survive the termination of the Agreement.

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

14. Notices. All notices required or permitted by this Agreement shall be in writing and delivered personally or by first class mail, postage prepaid to the address of each party as follows:

The Academy:

Attn: Board President
7401 E. Duck Lake Rd.
Lake Leelanau, MI 49653

HR Charter Consulting, LLC:

Attn: President
528 4th Street NW
Grand Rapids MI

Grand Rapids MI 49504

With a copy to:

If one of the parties to this Agreement changes his/her or its address, they shall within thirty (30) days notify the other party, in writing, of the new address. Notice shall be deemed received on the date it is delivered or mailed. The parties agree to provide simultaneously unofficial copies of all notices electronically to the email on record for both HR Charter Consulting, LLC and the Academy Board President.

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

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

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

18. No Third-Party Rights. This Agreement is intended solely for the benefit of HR Charter Consulting, LLC and the Academy, and it shall not be construed to create any benefits for or rights in any other person or entity, including employees, students, or their representatives except as otherwise expressly provided herein.

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

20. Caption Headings. The captions headings for each provision of this Agreement are not part of this Agreement nor shall they be used to construe the provision more broadly or narrowly than the text would indicate.

21. Necessary Documents. The parties shall execute all necessary documents required to carry out the terms and intent of this Agreement.

22. Governing Law. The Agreement shall be construed under the law of the State of Michigan.

23. Counterparts. This Agreement may be executed in identical counterparts, each of which shall be deemed an original.

24. Assignment. The Agreement may not be assigned by either party without the written consent of the other party, prior approval of the Board, except that HR Charter Consulting, LLC may assign its rights and duties to an entity within the HR Charter Consulting, LLC organization upon 60 days' written notice to the Board and provided the Board approves said assignment. However this Agreement shall not be assignable without prior notification to, and review by, the Authorizer to ensure compliance with the Contract, applicable law, and Authorizer policies.

25. Board's Constitutional Duty. No provision of this Agreement shall or is intended to interfere with the Board's duty to exercise its statutory, contractual and

fiduciary responsibilities governing the operation of the Academy as provided under the Contract and Michigan law. This Agreement does not prohibit the Academy from acting as an independent, self-governing public body, or allow public decisions to be made other than in compliance with the Open Meetings Act.

26. Governmental Immunity. No provision of this Agreement is intended to restrict the Board from waiving or requiring it to assert its governmental immunity. Nothing in this paragraph shall prohibit HR Charter Consulting, LLC from asserting any defense that may be available to it under this Agreement or under Michigan law.

27. Financial, Educational, and Student Records. Financial, educational, and student records pertaining to the Academy are the Academy's property, and such records may be subject to the provisions of the Michigan Freedom of Information Act. All Academy records shall be physically or electronically available, upon request, at the Academy's physical facilities and shall be kept in accordance with applicable state and federal requirements. Except as permitted under applicable law, HR Charter Consulting, LLC shall not restrict the Authorizer's, the public's, or the independent auditor's access to the Academy's records consistent with applicable statutes.

a) Certain Prohibitive Conduct Regarding Personally Identifiable Information. Except as permitted under the Code, HR Charter Consulting, LLC shall not sell or otherwise provide to a for-profit business entity any personally identifiable information that is part of an Academy student's education records.

b) Certain Prohibitive Conduct Regarding the Academy Student Records. If HR Charter Consulting, LLC receives information that is part of an Academy student's education records, HR Charter Consulting, LLC shall not sell or otherwise provide the information to any other person except as permitted under the Code.

c) For purposes of paragraphs a) and b) above, the terms "education records" and "personally identifiable information" shall have the same meaning as those terms in section 1136 of the Code, MCL 380.1136.

28. Independent Auditor. HR Charter Consulting, LLC shall not select or designate the independent auditor, accounting firm or legal counsel for the Academy. All finance and other records of HR Charter Consulting, LLC relating to the Academy will be made available to the Academy, the Academy's independent auditor and the Authorizer upon request.

29. Procurement of Equipment, Materials, and Supplies. If HR Charter Consulting, LLC procures equipment, materials, and supplies at the request of or on behalf of the Academy, HR Charter Consulting, LLC shall not include any added fees or

charges with the cost of the equipment, materials, and supplies purchased from third parties. Any equipment, materials, or supplies purchased by HR Charter Consulting, LLC on behalf of or as the agent of the Academy are the property of the Academy. When making a purchase on behalf of or as agent of the Academy, HR Charter Consulting, LLC shall comply with the Revised School Code including, but not limited to, sections 1267 and 1274 of the Code, MCL 380.1267 and MCL 380.1274, as if the Academy were making these purchases directly from a third party supplier or vendor.

30. The Academy Proprietary Rights. The Academy owns all proprietary rights to curriculum, educational or management materials that:

- a) are either directly developed or paid for by the Academy;
- b) are developed by staff assigned to work at the Academy.

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

31. HR Charter Consulting, LLC Proprietary Rights. HR Charter Consulting, LLC owns all proprietary rights over curriculum, educational or management materials:

- a) previously developed or copyrighted by HR Charter Consulting, LLC or
- b) developed by HR Charter Consulting, LLC for the Academy with its own funds independent of the Service Fees under this Agreement.

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

32. Employment Liability. HR Charter Consulting, LLC is the sole employer of record for employee compensation, collection of payroll taxes and withholdings, worker's compensation and unemployment liability and payment of benefits, for the Covered Employees. HR Charter Consulting, LLC accepts full liability and is responsible for paying all salaries, benefits, payroll taxes, worker's compensation, unemployment compensation and liability insurance for its Covered Employees assigned to the Academy or working on the Academy operations irrespective of whether HR Charter Consulting, LLC receives an advancement of its costs or the payment of services from the Academy.

HR Charter Consulting, LLC shall hold a security deposit from the Academy equivalent to 1.5 full payroll period invoice for all Covered Employees. In event that the Academy does not provide payment of an invoice, HR Charter Consulting, LLC will use a portion of the security deposit equal to the full invoice for all Covered Employees. The deposit will

be held in an interest-bearing account and will be returned to the Academy, including interest, at the termination of services with HR Charter Consulting, LLC.

33. Marketing and Development. Should HR Charter Consulting, LLC provide marketing and development services to the Academy, the cost paid by or charged to the Academy shall be limited to those costs specific to the Academy program and shall not include any costs for the marketing and development of HR Charter Consulting, LLC.

34. Budget CAO. Pursuant to the Uniform Budget and Accounting Act, MCL 141.422b, the Board is responsible for designating the Chief Administrative Officer (“CAO”) of the Academy for budgeting purposes. If the Academy employs a superintendent or a person having general administrative control, then the Board may designate that employee as the CAO of the Academy. If the Academy does not employ a superintendent or person having general administrative control, then the Board shall designate a Board member as the CAO of the Academy. No owner, officer, director or employee of HR Charter Consulting, LLC shall be designated as the CAO of the Academy, but a HR Charter Consulting, LLC employee may assist the CAO in carrying out their duties.

35. Signatories. No provision of this Agreement shall alter the 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 law. The signatories on the Board accounts shall solely be Board members or properly designated Board employee(s). Interest income earned on the Academy accounts shall accrue to the Academy.

36. Data Security Breach. HR Charter Consulting, LLC , through the Chief Administrator, shall promptly report to the Board, as soon as possible or not later than the first business day following discovery, any use or disclosure of personally identifiable information from the Academy's education records or other information not suitable for public release (collectively, Covered Data or Information (“CDI”)) that is not authorized by this Agreement or applicable law. HR Charter Consulting, LLC agrees to follow all applicable the Academy's policies regarding data breaches and take appropriate action, through the Chief Administrative, in accordance with MCL 445.72, to notify affected individuals whose CDI may have been compromised.

37. Material Breach. Any action or inaction by HR Charter Consulting, LLC that is not cured within sixty (60) days of notice thereof which causes the Contract to be revoked, terminated, suspended or which causes the Contract to be put in jeopardy of revocation, termination or suspension by the Authorizer is a material breach.

38. Additional Termination Provisions. Termination of this Agreement mid-year is strongly discouraged. The Board and HR Charter Consulting, LLC agree to make all efforts necessary to remedy a breach of this Agreement in order to continue school operations until completion of the then-current school fiscal year. If a breach cannot be remedied, the Board and HR Charter Consulting, LLC agree to work cooperatively to transition management and operations of the school without disrupting the school's operations.

Upon termination or expiration of this Agreement, or if this Agreement is terminated due to a Contract revocation, reconstitution, termination or non-renewal, HR Charter Consulting, LLC shall, without additional charge, as applicable to the services provided by or through this Agreement: (i) close any applicable records on the then-current school fiscal year which includes, but is not limited to, any documentation and records needed for the completion of the annual financial audit, state and federal grant reporting and all other associated reporting within required timelines established by the appropriate local, state or federal authority; (ii) organize and prepare student records for transition to the new ESP, self-management or in the case of a school closure, transfer to a student's new school as designated by the student's parent/legal guardian or to a person or entity authorized to hold such records; (iii) provide for the orderly transition of employee compensation and benefits to the new ESP or self-management without disruption to staffing, or in the case of school closure, final payment of all employee compensation, benefit and tax obligations related to services provided by HR Charter Consulting, LLC to the Academy; (iv) organize and prepare the Academy's records, both electronic and hard-copy, for transition to the new ESP, self-management or dissolution; and (v) provide for the orderly transition to the new ESP, self-management or dissolution of all Academy-owned assets including, but not limited to, furniture, fixtures, equipment and real estate. This includes any keys, log-in information and passwords related to any Academy asset.

39. Compliance with Charter Contract. The Academy and HR Charter Consulting, LLC intend for this Agreement to comply with the Contract issued by the Authorizer to the Academy and the Education Service Provider Policies issued by the Authorizer's Charter Schools Office. To the extent any provision of this Agreement is inconsistent with the Contract or Policies, that provision is invalid, and the Contract and Policies shall govern. Any additional costs of compliance because of changes mandated by the Authorizer will be borne by the Academy and subject to HR Charter Consulting, LLC's ability to perform. If the additional costs are deemed excessive by the Academy

Board, and the matter cannot be resolved, it may opt out of this Agreement by giving 90 days written notice.

40. FERPA. The Academy agrees to define “school official” in the Academy’s annual notification of rights under 20 U.S.C. § 1232g, 34 C.F.R. § 99, the Family Educational Rights and Privacy Act (“FERPA”) to include a contractor who performs an institutional service or function for which the Academy would otherwise use its own employees, who is under the direct control of the Academy with respect to the use and maintenance of personally-identifiable information from education records, and who is subject to the requirements of 34 C.F.R. § 99.33(a) governing the use and redisclosure of personally identifiable information from education records. The Board designates HR Charter Consulting, LLC and certain of its employees and subcontractors as school officials of the Academy having a legitimate educational interest such that they are entitled to access to educational records under FERPA. HR Charter Consulting, LLC and its employees and subcontractors agree to comply with FERPA and corresponding regulations applicable to school officials. Except as set forth in this Paragraph or as expressly acknowledged in writing by the Board, no employee of HR Charter Consulting, LLC shall be deemed to be an agent of the Academy.

41. Amendment. The Board and HR Charter Consulting, LLC may not substantially amend this Agreement without notifying the Authorizer. This Agreement and any amendment to this Agreement is not effective until and unless the Authorizer notifies the Academy in writing that it has reviewed and does not disapprove of the Agreement or any amendment to the Agreement.

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

Academy:

Signed by:

By: _____
Its Board President – Anita K. Abbott

HR Charter Consulting, LLC:

Signed by:
By: Daniel S Barcheski
Its President – Daniel S. Barcheski

ADDENDUM NO. 1

TO CLIENT SERVICES AGREEMENT

(HR Charter Consulting, LLC)

This Addendum No. 1 (“Addendum”) is entered into effective as of July 1, 2026, by and between:

Leelanau Montessori Public School Academy, a Michigan public school academy (the “Academy”), and

HR Charter Consulting, LLC, a Michigan limited liability company (“ESP”).

This Addendum amends that certain Client Services Agreement dated June 26, 2026 (the “Agreement”).

1. Purpose

The Parties acknowledge that the Academy is authorized by Bay Mills Community College (the “Authorizer”) and is subject to the Bay Mills Community College Charter Schools Office Educational Service Provider Policies, as amended from time to time (the “ESP Policies”), and to the Academy’s Charter Contract.

This Addendum is intended to ensure that the Agreement conforms to the ESP Policies and the Charter Contract.

2. Supremacy of Authorizer Requirements

Notwithstanding any provision of the Agreement to the contrary:

- (a) The Agreement shall at all times be subject to and interpreted consistently with the Academy’s Charter Contract and the ESP Policies.
- (b) In the event of any conflict between the Agreement and the Charter Contract or ESP Policies, the Charter Contract and ESP Policies shall control.
- (c) Any provision of the Agreement that is inconsistent with the ESP Policies shall be deemed modified to the minimum extent necessary to achieve compliance.
- (d) The Parties acknowledge that compliance with applicable law, the Charter Contract, and the ESP Policies is a condition of this Agreement. Any additional costs of compliance because of changes mandated by the Authorizer will be borne by the Academy and subject to ESP’s ability to perform. If the additional costs are deemed excessive by the Academy, and the matter cannot be resolved, it may opt out of this Agreement by giving 90 days written notice.

3. Preservation of Board Authority

The Parties acknowledge and agree:

(a) Nothing in the Agreement shall be construed to delegate to ESP any power or authority that is non-delegable under the Revised School Code, the Charter Contract, or applicable law.

(b) The Academy Board retains ultimate oversight authority over governance, fiscal integrity, policy adoption, and educational programming.

(c) While ESP serves as employer of record for assigned personnel, the Academy Board retains authority to:

- i. Approve the selection of the Chief Administrator or School Leader;
- ii. Establish performance expectations for school leadership;
- iii. Participate in evaluation of the Chief Administrator;
- iv. Approve the Academy's staffing model and compensation framework.

Any Agreement language suggesting exclusive authority of ESP shall be interpreted consistently with this Section.

4. Insurance Compliance

(a) ESP shall procure and maintain insurance coverage required under the Agreement and the ESP Policies at its sole cost and expense.

(b) ESP's insurance shall be separate from and in addition to any insurance the Academy is required to maintain under its Charter Contract.

(c) The cost of procuring and maintaining ESP's required insurance coverage shall be a corporate expense of ESP and shall not be separately billed, passed through, or allocated to the Academy.

(d) The Academy shall not be responsible for deductibles or self-insured retentions under ESP's policies except to the extent a claim arises directly from the Academy's gross negligence or willful misconduct and such allocation is permitted by law.

This Section supersedes any contrary provision in the Agreement.

5. Termination Effectiveness

Notwithstanding any termination provision in the Agreement:

(a) No termination of the Agreement shall become effective unless and until:

- i. The Academy has secured an Authorizer-approved replacement educational service provider;
- ii. The Academy has obtained written approval from the Authorizer for self-management; or
- iii. The conclusion of the then-current school year;

unless otherwise expressly approved in writing by the Authorizer.

(b) During any interim period between notice of termination and effective termination, ESP shall continue to provide services in accordance with the Agreement to ensure uninterrupted operations.

(c) Notwithstanding the foregoing, nothing in this Agreement shall be construed to prevent ESP from continuing to provide services beyond the expiration of the Agreement term; provided that ESP shall cooperate in good faith with the Academy and the Authorizer to support the continuity of operations as required by the Authorizer.

This Section controls over any inconsistent termination language in the

6. Financial Condition and Bankruptcy Notice

ESP shall provide written notice to the Academy and the Authorizer within 30 days of:

- (a) The filing of any voluntary or involuntary bankruptcy petition by or against ESP;
- (b) The appointment of a receiver or trustee;
- (c) Any insolvency event materially affecting ESP's ability to perform;
- (d) The filing of bankruptcy by any principal owner, officer, or controlling member of ESP.

Failure to provide such notice shall constitute a material breach.

7. No Corporate Cost Allocation

ESP shall not charge the Academy for corporate overhead, central office administrative expenses, executive compensation unrelated to Academy services, or other non-Academy-specific costs.

Fees charged shall reflect only services actually provided to the Academy pursuant to the Agreement.

This Section supersedes any inconsistent billing or cost allocation provision.

8. Payroll Reserve

The provision requiring a security deposit is deleted.

9. Criminal Background and Compliance

ESP shall ensure all personnel assigned to the Academy comply with all criminal background check, unprofessional conduct check, certification, and statutory requirements

Documentation shall be maintained securely and made available to the Academy and Authorizer upon request.

Nothing herein requires the Academy to duplicate background checks already lawfully performed by ESP.

10. Employee Leasing / Employment Structure

ESP represents and warrants that its employment structure, including any co-employment or employee leasing arrangement, complies with applicable federal and Michigan law.

Upon request, ESP shall provide written confirmation of such compliance to the Academy and the Authorizer.

11. Records Access

All financial, operational, and student records relating to the Academy shall be deemed records of the Academy.

ESP shall provide the Academy, its independent auditor, and the Authorizer full access to such records upon request, consistent with applicable law.

Personnel records relating to individuals assigned to the Academy shall be maintained by ESP, provided, however, that ESP shall provide the Academy, its independent auditor, and the Authorizer access to such records upon request to the extent required by applicable law.

ESP shall cooperate with the Academy and the Authorizer to ensure that all records are maintained, produced, and transferred in accordance with applicable law, the Charter Contract, and the ESP Policies.

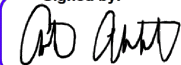
12. Effect of Addendum

Except as expressly modified by this Addendum, the Agreement remains in full force and effect.

This Addendum may be executed in counterparts and by electronic signature.

IN WITNESS WHEREOF, the Parties have executed this Addendum as of the date first written above.

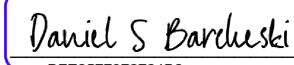
Leelanau Montessori Public School Academy

Signed by:
By: 
0BAE5071546243F...

Name: Anita Abbott

Title: President, Board

HR Charter Consulting, LLC

Signed by:
By: 
BFE2577972724B2...

Name: Daniel S. Barcheski

Title: President

CONTRACT SCHEDULE 6

PHYSICAL PLANT DESCRIPTION

Physical Plant

	<u>Page</u>
Physical Plant Description	6-1
Floor Plan.....	6-3
Site Plan	6-7
Certificates of Occupancy	6-8
Warranty Deed	6-10

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 plan in which the public school will be located. See, MCL 380.502(3)(j); 380.503(5)(d).

2. The address and description of the proposed physical plant (the “Proposed Site”) of the Leelanau Montessori Public School Academy (“Academy”) is as follows:

Address: 7401 E. Duck Lake Road
Lake Leelanau, MI 49653

General Description: The Connie Binsfeld Resource Center is approximately 14,420 square feet. It is a one-story brick building built in 1998 that sits on 3.52 acres. The school will feature:

1 Toddler room and bathroom	Warming Kitchen
2 Primary rooms with bathrooms	Admin Offices
1-2 Lower elementary rooms	Faculty Common space
Upper elementary room	Storage
Bathrooms for the elementary rooms	Outdoor play areas
Large Indoor Playspace	
Media center	Outdoor gardens
	Large parking area

The school site plan will include outdoor recreational areas, natural playscapes, farm to table gardens, flower gardens, designated pick-up and drop-off zones, and parking for staff and guests. Noneducation portions of the building are leased to Benzie-Leelanau District Health Department from July 1, 2018 up to June 30, 2026 (renewal pending for additional period commencing July 1, 2026). The school also has two portable classrooms adjacent to main bldg, used for elementary classrooms.

Term of Use: Term of Contract

Configuration of Grade Levels: Pre-K through sixth grade

Name of School District and Intermediate School District:

Local: Leland School District
ISD: Northwest Education Services ISD

3. It is acknowledged and agreed that the following information about the 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 Articles 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.

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KEYED NOTES

- 1 EXISTING 75,000 BTU/HR NATURAL GAS FURNACE (F-1)
- 2 EXISTING 12,000 BTU/HR NATURAL GAS FURNACE (F-2)
- 3 EXISTING 75,000 BTU/HR NATURAL GAS FURNACE (F-3)
- 4 EXISTING ELECTRIC WATER HEATER (WH-1)
- 5 N/A
- 6 EXISTING 2-HOUR RATED WALL PER 2012 NFPA 101 - 6.1.4.4.
- 7 EXISTING 1-HOUR RATED STORAGE ROOM WALL WITH A 1-HOUR RATED FIRE SUPPRESSION SYSTEM PER 2012 NFPA 101 14.2.2.1.
- 8 EXISTING 1-HOUR RATED MECHANICAL ROOM WALL WITH A 1-HOUR RATED FIRE SUPPRESSION SYSTEM PER 2012 NFPA 101 14.2.2.1.
- 9 EXISTING MAGNETIC DOOR HOLD OPEN CONNECTED TO LOCAL AREA SMOKE DETECTOR.
- 10 EXISTING COOKING FACILITIES FOR INSTRUCTIONAL PURPOSES ONLY. NOT FOR CULINARY PROGRAMS. HAZARDOUS WASTE AND SOLID WASTE PACKAGING IS A HAZARD FOR GREASE.
- 11 EXISTING ELECTRIC STACKED WASH/DRYER LAUNDRY MACHINES.
- 12 N/A
- 13 REPLACE EXISTING WITH NEW BATTERY BACKUP.



OVERALL KEY PLAN
NO SCALE



BY	MARK	REVISIONS	DATE

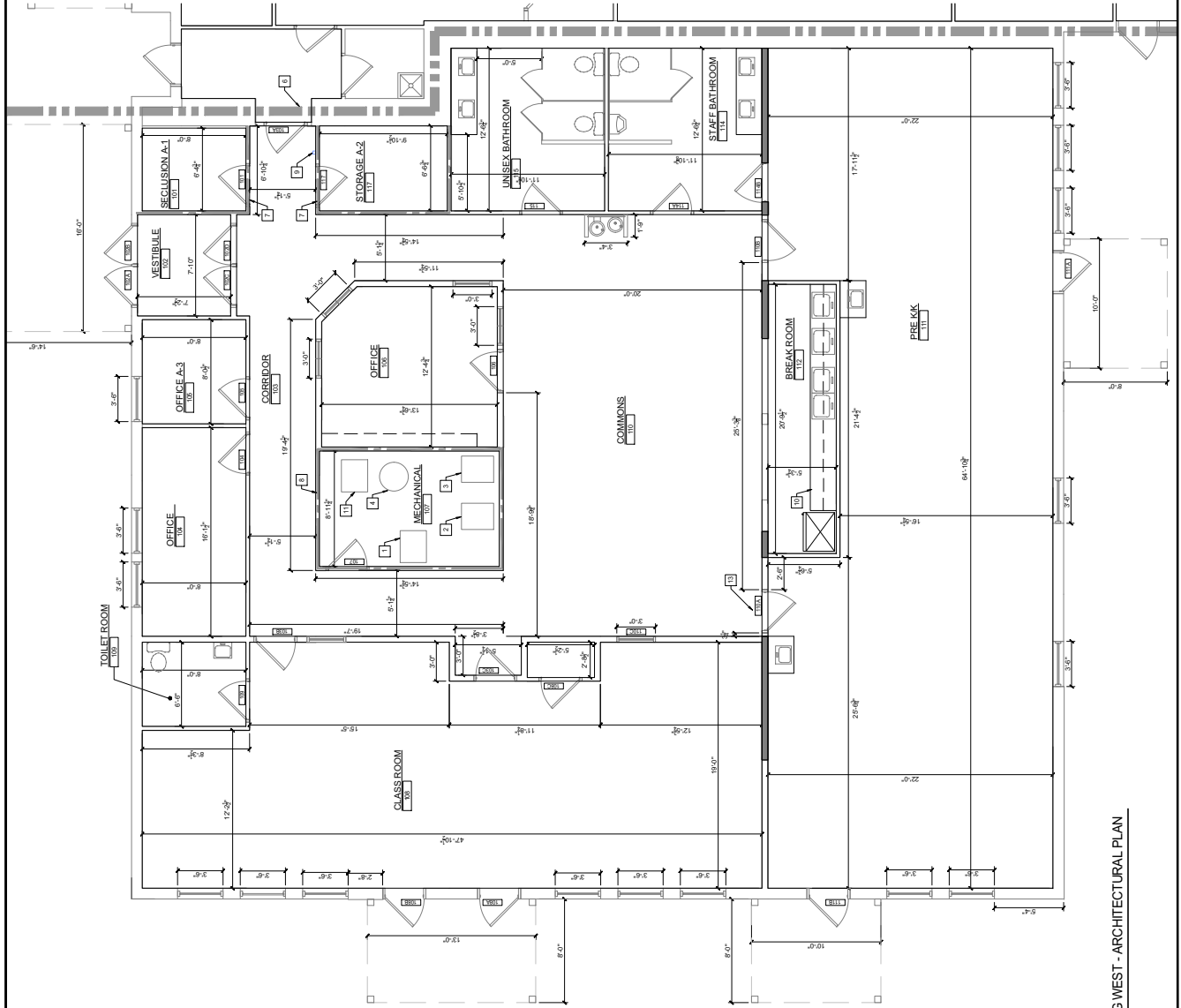
LEELANAU MONTESSORI PUBLIC SCHOOL ACADEMY
2025 BFS PLAN REVIEW
7401 E DUCK LAKE RD, LAKE LEELANAU, MI 49653

PARTIAL BUILDING WEST ARCHITECTURAL PLAN

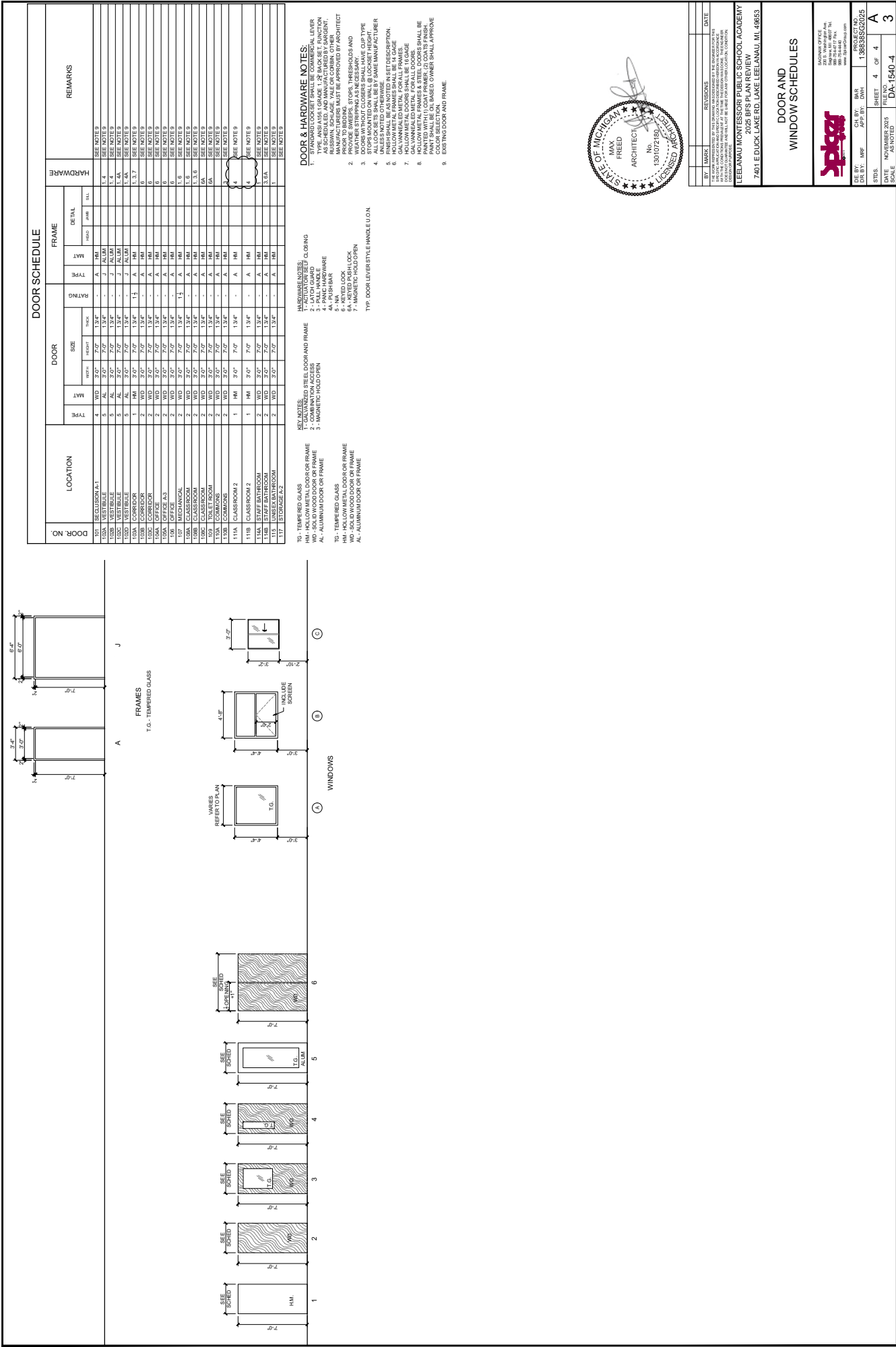


DESIGNER OFFICE
RFP ARCHITECTS
1000 W. 10TH AVE., SUITE 200
ANN ARBOR, MI 48106
TEL: 734.769.8800
WWW.RFPARCHITECTS.COM

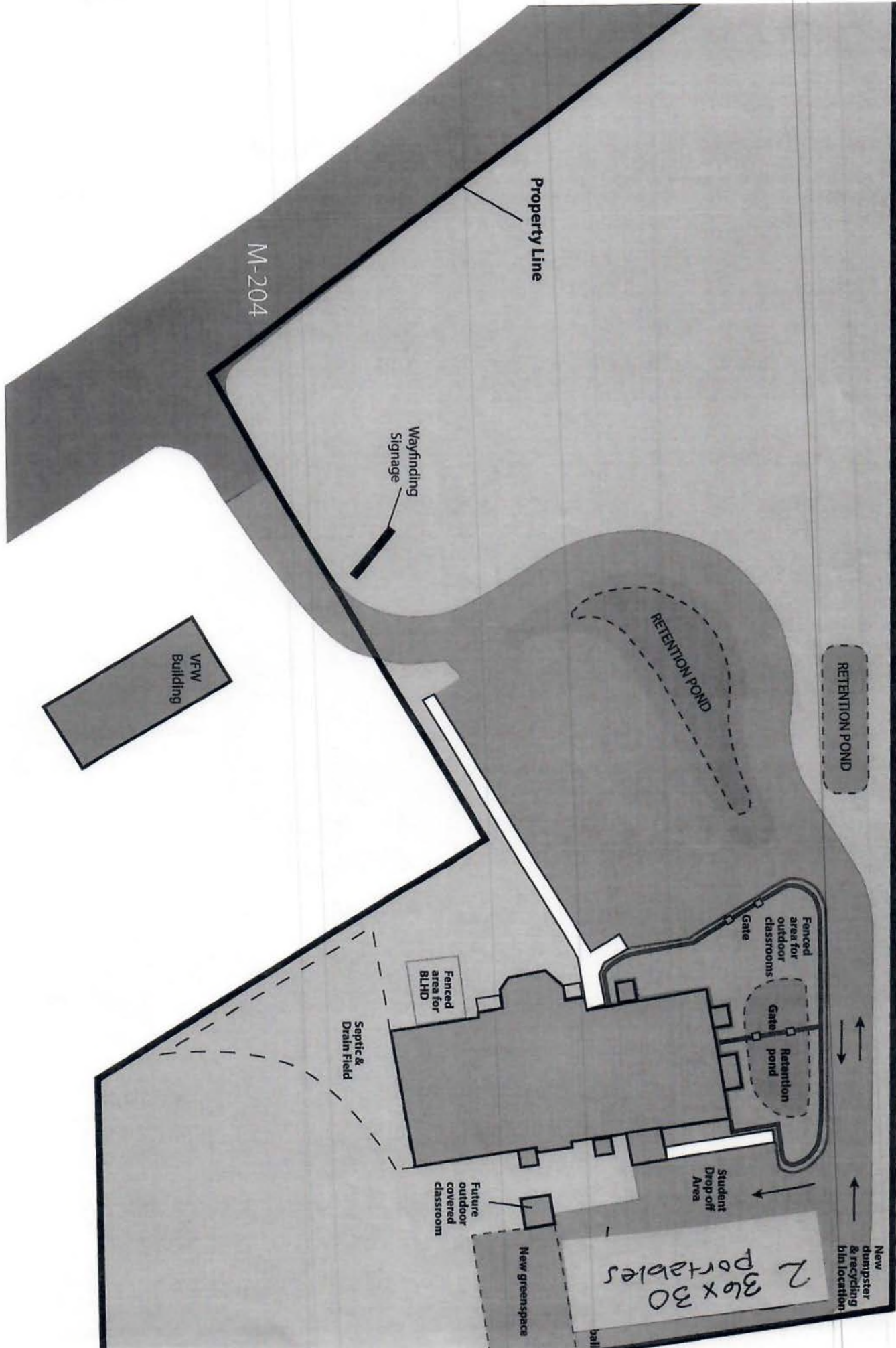
DATE	NOVEMBER 2025	FILE NO.	1540-02
DATE	NOVEMBER 2025	SCALE	NONE
DATE	NOVEMBER 2025	SHEET	2 OF 4
DATE	NOVEMBER 2025	PROJECT NO.	13805852025
DATE	NOVEMBER 2025	DR BY	BAR
DATE	NOVEMBER 2025	APP BY	DWH



PARTIAL BUILDING WEST - ARCHITECTURAL PLAN
SCALE: 1/8" = 1'-0"



LMPSA



Leelanau County Department of Building Safety
8527 Government Center Dr. Suite 109
Suttons Bay, MI 49682
Phone: (231) 256-9806 FAX: (231) 256-8333

Certificate of Occupancy

009.024.003.30

Applicants name and address:

Fuller William C, Architect
11328 S Cedar Rd
Cedar MI 49621

Owners name and address:

LEELANAU MONTESSORI
7401 E DUCK LAKE RD
LAKE LEELANAU, MI 49653

This is to certify that this building or structure has been inspected and constructed in accordance with the building permit and found to be in compliance with the permit, the code, and other applicable laws and ordinances.

Issued for: Commercial, Add/Alter/Repair
Site address: 7401 E DUCK LAKE RD
Building code in effect: 2015 MI REHABILITATION
Building permit number: PB18-0536
Construction Type: VB
Use and occupancy classification: B, E
Occupant Load: 0
Automatic sprinkler system: N
Special stipulations and conditions:



Paul Hunter
Building Official

12/14/2018

Date

Certificate Number: OC18-0490

CERTIFICATE OF USE AND OCCUPANCY

PERMANENT

Michigan Department of Licensing and Regulatory Affairs

Bureau of Construction Codes/Building Division

P.O. Box 30254

Lansing, MI 48909

Authority: 1972 PA 230

(517) 241-9317

Building Permit No: BLDG20-01011

7401 E Duck Lake RD

Lake leelanau, MI 49653

COUNTY: Leelanau

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

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 111.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.

Print Date: 10/02/2020

REC'D LEELANAU COUNTY
2018 JUNE 26 11:10 AM

REC'D LEELANAU COUNTY
2018 JUNE 29 12:31 PM

Leelanau County STATE OF MICHIGAN
Dorothy M. Miller Register of Deeds



RECORDED

June 29, 2018 03:16 PM

Liber 1333 Page 188-189
2P FEE: \$30.00



DMM Liber 1333 Page 188 #2018003671

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS: That NHF Sub Benzie-Leelanau, a Michigan Non-Profit Corporation, Whose address is 8500 Long Rapids Road, Alpena, MI 49707,

convey(s) and warrant(s) to Leelanau Montessori, Grantee(s), Whose address is 7401 E. Duck Lake Rd, Lake Leelanau, MI 49653, the following described premises:

For the Full Consideration of ***Real Estate Tax Valuation Affidavit Filed***

Land situated in the Township of Leland, County of Leelanau, State of Michigan, described as follows:

All that certain lot or parcel of land situated in the Township of Leland, County of Leelanau, State of Michigan, and being more particularly described as follows:

Parcel 2:

009 - 024 - 003 - 20 ✓RH

Part of the Northeast ¼ of the Southwest Fractional ¼ of Section 24, Town 30 North, Range 12 West, Leland Township, Leelanau County, Michigan, described more fully as follows: Commencing at the South ¼ corner of said Section 24; thence North 00°22'44" West, along the North-South ¼ line of said Section 24, 1331.36 feet; thence South 89°11'22" West, along the South 1/8 line of said Section 24, 428.21 feet to the centerline of State Highway M-204 for the Point of Beginning; thence continuing South 89°11'22" West, along said 1/8 line, 96.56 feet; thence North, 400.66 feet; thence East, 71.30 feet to the centerline of a 40.00 foot wide easement; thence Southeasterly, along said centerline and the arc of a 76.00 foot radius curve to the left, 161.90 feet (having a delta of 122°03'18" and chord of South 61°01'39" East, 132.98 feet; thence North 57°56'42" East, along said centerline; 53.00 feet; thence Southeasterly, along said centerline and the arc of a 76.00 foot radius curve to the right, 76.09 feet (having a delta of 57°21'43" and chord of South 86°37'27" East, 72.95 feet); thence South 32°03'18" East, 161.99 feet to the centerline of State Highway M-204; thence Southwesterly, along said centerline and the arc of 3819.72 foot radius curve to the left, 374.06 feet (having a delta of 5°36'39" and chord of South 52°02'17" West, 373.92 feet) to the Point of Beginning.

Parcel 3:

009 - 024 - 003 - 30 ✓RH

Part of the Northeast ¼ of the Southwest Fractional ¼ of Section 24, Town 30 North, Range 12 West, Leland Township, Leelanau County, Michigan, described more fully as follows: Commencing at the South ¼ corner of said Section 24; thence North 00°22'44" West, along the North-South ¼ line of said Section 24, 1331.36 feet; thence South 89°11'22" West, along the South 1/8 line of said Section 24, 524.77 feet; thence North, 400.66 feet to the Point of Beginning; thence continuing North, 370.00 feet; thence North 81°53'45" East, 191.39 feet; thence North 89°37'16" East, 260.00 feet; thence South 00°22'44" East, parallel to said ¼ line, 163.75 feet; thence South 57°56'42" West, 264.72 feet; thence South 32°03'18" East, 149.19 feet to the centerline of a 40.00 foot wide easement; thence Northwesterly, along said centerline and the arc of a 76.00 foot radius curve to the left, 76.09 feet (having a delta of 57°21'43" and chord of South 86°37'27" West, 72.95 feet); thence South 57°56'42" West, along said centerline, 53.00 feet; thence Northwesterly, along said centerline and the arc of a 76.00 foot radius curve to the right, 161.90 feet (having a delta of 122°03'18" and chord of North 61°01'39" West, 132.98 feet); thence West, 71.30 feet to the Point of Beginning.

Subject to and together with an easement for ingress and egress over and across a 40.00 foot wide strip of land situated in the Northeast ¼ of the Southwest Fractional ¼ of Section 24, Town 30 North, Range 12 West, Leland Township, Leelanau County, Michigan, the centerline of said strip being described more fully as follows: Commencing at the South ¼ corner of

TAX CERTIFICATION

LEELANAU COUNTY LELAND, MICHIGAN 6/26/18
I hereby certify, that according to our records, all taxes returned to this office are paid for five (5) years preceding the 22 day of 6/26/18. This does not include taxes in the process of collection by Township, Cities or Villages, Board of Review changes, Michigan Tax Tribunal changes, or changes due to Homestead exemptions or corrections.

John A. Gallagher III
Leelanau County Treasurer

said Section 24; thence North 00°22'44" West, along the North-South ¼ line of said Section 24, 1643.78 feet to the centerline of State Highway M-204; thence Southwesterly, along said centerline and the arc of a 3819.72 foot radius curve to the left, 146.31 feet (having a delta of 2°11'40" and chord of South 56°07'13" West, 146.29 feet) for the Point of Beginning of said easement centerline; thence North 32°03'18" West, 120.37 feet; thence Northwesterly, along the arc of a 76.00 foot radius curve to the left, 119.38 feet (having a delta of 90°00'00" and chord of North 77°03'22" West, 107.48 feet); thence South 57°56'42" West, 53.00 feet; thence Northwesterly, along the arc of a 76.00 foot radius curve to the right, 161.90 feet (having a delta of 122°03'18" and chord of North 61°01'39" West, 132.98 feet); thence North, 25.25 feet; thence Northwesterly, along the arc of a 76.00 foot radius curve to the left, 41.12 feet (having a delta of 31°00'00" and chord of North 15°30'00" West, 40.62 feet); thence North 31°00'00" West, 53.57 feet; thence Northwesterly, along the arc of a 76.00 foot radius curve to the right, 41.12 feet (having a delta of 31°00'00" and chord of North 15°30'00" West, 40.62 feet); thence North, 223.67 feet to the Point of Ending of said easement centerline.

Commonly known as: 7401 E. Duck Lake Rd, Lake Leelanau, MI 49653

Parcel ID No(s). 45-009-024-003-30 and 45-009-024-003-20

The Grantor grants to the Grantee the right to make _____ divisions under Section 108 of the Land Division Act, Act 288 of the Public Acts of 1997.

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

SUBJECT to easements, reservations and restrictions of record.

Dated this June 22, 2018.

SIGNED AND SEALED

NHF Sub Benzie-Leelanau, a Michigan Non-Profit Corporation

BY: _____

Steve Hall
President

STATE OF Michigan

COUNTY OF Isabella

The foregoing instrument was acknowledged before me on June 22, 2018, by Steve Hall, President of NHF Sub Benzie-Leelanau, a Michigan Non-Profit Corporation

Allison B. Dunn

Notary Public
Acting in Isabella Co.
My Commission Expires:

ALLISON B. DUNN
Notary Public, State of Michigan
County of Isabella
My Commission Expires 7-13-2019
Acting in the County of Isabella

(SEAL)

Prepared by and Return To:

Alicia Kellogg, Attorney at Law (P81670)
718 N St. Joseph St., K-2
Suttons Bay, MI 49682
File No.: SB-1800112



Kurt Thomas MAILING ADDRESS: 1150 Chickadee Ln. Frankfort, MI 49635

Phone: 616.835.1611 KurtThomas79@gmail.com

SIMPLE LEASE

Leelanau Montessori Public School Academy ("Lessee") and Foundation Sets, LLC ("Lessor") hereby agree to enter into this Lease for the modular units (the "Modular") located at:
7401 E. Duck Lake Rd., Lake Leelanau 49653.

1. **Utilities.** Lessee shall be responsible for all utilities.
2. **Maintenance.** Lessee shall be responsible for all maintenance.
3. **Property Damage.** Lessee shall be responsible for any damage caused to the *Modular* and shall be responsible to insure the *Modular* for the replacement value, provided to the Lessor, of \$70,000.00 each portable (2).
4. **Liability Insurance.** Lessee shall maintain a liability insurance policy compliant with current Laws for schools in the State of Michigan and hold Lessor harmless for such liability.
5. **Occupancy.** *Modular* must meet all state codes and state fire inspection.
6. **Sub-leasing.** Lessee may not sub-lease the *Modular*.
7. **Payment.** Lessee's payment of \$5,000.00 each (2) per year, shall be due on July 1, 2020, July 1, 2021, and July 1, 2022. Each payment shall apply to one full year of the lease.
8. **Term.** This lease Term runs for three (3) years, beginning July 1, 2020 and ending July 1, 2023.
9. **Lease Renewal.** Lessee may renew this Lease every year after the July 1, 2023 expiration date, as needed. This lease will be renewed at the current rate.
10. **Removal.** Upon expiration of the lease, or if the lease is ceased before the 7-1-2023 expiration date, Lessee agrees to pay Lessor a sum of \$5,000.00 each (2) for the removal of the *Modular* and to return to the original state prior to installation.

NOTICE: This agreement shall be governed by the laws of the State of Michigan. There are no understandings, agreements, representations, or warranties, expressed or implied, other than those set forth in a written addendum of supplement executed simultaneously herewith, or as herein set forth fully or incorporated by specific reference, respecting this Agreement or any real or personal property leased hereunder. If you have a question about the interpretation of legality of a provision of this agreement, you may want to seek assistance from a lawyer or other qualified person.

By: Kurt Thomas, Member, Foundation Sets, LLC

Date

By: Authorized agent for Leelanau Montessori Public School Academy

Date

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

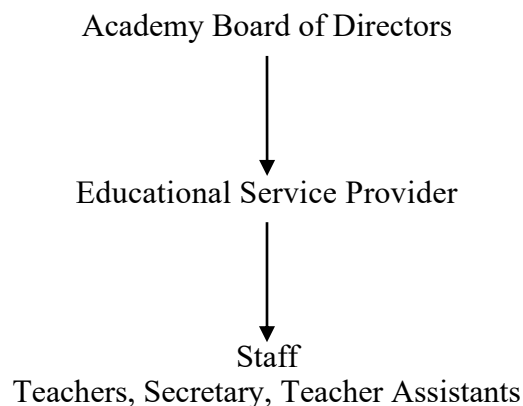
The College Board shall appoint the Board of Directors of the Academy (“Academy Board”). The Academy Board has all the powers and duties permitted by law to manage the business, property and affairs of the Academy. The Academy Board is responsible for assuring that the Academy operates according to the 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 Leelanau Montessori Board of Directors currently consists of seven (7) members, with one vacancy. 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	Kutschke	Hallie	06/30/2028
Vice President	Bordeaux	Sarah	06/30/2027
Secretary	Kuhn	Debra	06/30/2027
Treasurer	Fiorelli	April	06/30/2028
Director	Clinton	Evan	06/30/2028
Director	Zarafonetis	Nicole	06/30/2028
Vacancy			

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 2-6 will be assessed using the following metrics and achievement targets.

GRADES	METRICS	ACHIEVEMENT TARGETS
Grades 2-6 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 3-6 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 6 at the Academy will be assessed using the following metrics and growth targets:

Grades	Metrics	Growth Targets
--------	---------	----------------

Grades 2-6 (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.
--	--	---

*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

SECTION C

EDUCATIONAL PROGRAMS

Schedule 7c

Description of Educational Program

Maria Montessori believed that the primary goal throughout all stages of development is to increase self-reliance, thereby adding another dimension of independence toward becoming a whole human, an adult capable of directing her work toward individual self-development and a collective contribution to society. Our program sets forth physical, socio-emotional, cognitive/intellectual, and creative/spiritual goals for each stage of the child's development.

The overarching goal of our program is development of a capable hand and mind for the purpose of joyful lifelong living. Caring, capable, confident, and conscientious global citizens will graduate from our learning community and will challenge themselves to continually strive for growth within themselves and as a member of the human race. The following goals reflect our mission as a Montessori school in educating the child:

- 1) To nurture a positive attitude towards learning and foster an abiding sense of curiosity;
- 2) To build and encourage habits of initiative, concentration, perseverance, and organization;
- 3) To encourage children to identify and strive for their fullest potentials, working at their own pace, with a time awareness;
- 4) To develop a sense of self-respect, confidence, responsibility, and inner discipline;
- 5) To foster hypothesis, experimentation, observation, discovery and application;
- 6) To foster socially acceptable behavior, responsibility to society including service to others, and a sense of belonging;
- 7) To develop a compassion and reverence for life and the earth's environments, and assume a personal responsibility for stewardship of the earth including world peace;
- 8) To create caring, cohesive, and supportive learning communities;
- 9) To foster dynamic partnerships with families for a consistent Montessori framework;
- 10) To provide the child with the opportunity to acquire skills and knowledge essential for a lifetime of learning, including but not limited to the Montessori curriculum and state standards.
- 11) To provide a creative, aesthetic, and adaptive environment that responds to each child's needs and interests; and
- 12) To develop sensory and motor skills that enables and sharpens the ability to discriminate, judge, and control.

Dr. Montessori believed that the focus of education must continually adapt to the child's natural stages of development. Montessori described these stages as, "Planes of Development," which occur in approximately six-year intervals, each of which is further subdivided into three year segments. These Planes of Development are the basis for the three-year age groupings found in Montessori school classes:

- Primary Environment ages 3 to 6 {PreK-K}
- Lower Elementary Environment ages 6 to 9 {Grades 1-3}
- Upper Elementary Environment ages 9 to 12 (Grades 4-6)

Special Education

When making educational decisions for students with disabilities, LMSPSA will ensure that parents are notified and invited to become members of the group making these decisions. When determining how services will be delivered to students with disabilities, LMPSA will work in conjunction with the ISD to follow all guidelines issued by the Michigan Department of Education. If a child with a current IEP (Individualized Educational Program) enrolls in the Academy, the Academy will implement the existing IEP to the fullest extent possible, or will work with parents to ensure as much of the IEP can be implemented until a new IEP can be developed with the LMPSA and ISO team. IEP's will be developed, revised, and implemented only in accordance with the Individuals with Disabilities Educational Improvement Act (IDEA) and state laws and regulations.

LMPSA will fully comply with applicable laws and regulations governing children with disabilities, particularly IDEA, as follows:

1. LMPSA is responsible for providing a free appropriate public education to children with disabilities as detailed in their IEP.
2. LMPSA will ensure that children who are suspected of having disabilities are properly evaluated by a multidisciplinary team (in conjunction with ISD), which is acceptable to the MOE, and that children who have already been identified are re-evaluated by the multidisciplinary team at established interval required by IDEA.
3. When a multidisciplinary team determines that a special education student requires special designed instruction, LMPSA will ensure that the IEP is fully implemented in accordance with IDEA, and reviewed annually.

Pullout programs used at LMPSA are specifically described in an IEP, 504 plan, or an individual student-learning plan. LMPSA staff is expected to always recognize and honor the educational program stated in an IEP for a special education student, or a 504 plan for a qualified student. Special education services will be delivered in compliance with federal and state laws. The special education team works hard to deliver a push-in standard of delivery for all students at LMPSA.

The special education program at LMPSA uses the inclusion model for providing services to students with IEP's. In cases where the LMPSA's program is compromised by an IEP, in regards to an inclusion issue, the Head of School, or his or her designated representative, will meet and discuss the issue with the individual family and determine how the IEP can work in conjunction with the unique quality educational program offered at LMPSA. The same will be true for a student who has a 504 plan. The parent's decision is typically honored and the matter is closed.

All students will have access to Free Appropriate Public Education (FAPE); admission review, and dismissal committee rules will be followed, and appropriate IEP's will be developed.

Elementary and Middle School

Elementary and middle school will use a self-contained model for program delivery. Students will have the same teacher for the three-year cycle of elementary school (PreK-6) and a two-year cycle for middle school. Students will be working with their classroom teacher on music, art, and physical education requirements set forth by the State of Michigan.

Curriculum

LMPSA embraces the Michigan Curriculum Framework and its adoption of the Common Core State Standards (CCSS) as its minimum standards of learning. LMPSA's current scope and sequence has been developed in an attempt to extend the minimum standards through accelerated learning practices and differentiated instruction. Due to the multi-age classroom setting, students can accelerate forward for more academic challenges by cross grade learning projects and material instruction.

Reading/Language Arts

LMPSA will use the Montessori Method and its necessary materials for the core reading instruction. Students that are showing the need will work with an interventionist who will be using a research-based phonics program (Orton-Gillingham and others listed on MDE phonics programs). The reading instruction for these identified students will focus on the five areas of reading (phonics, phonemic awareness, fluency, vocabulary, and comprehension). These readers will benefit from smaller groups of students and more intensive instruction in areas of need.

Through the work with phonemic awareness and phonics instruction, the students will learn the ability to hear and manipulate the sounds in spoken words and the understanding that spoken words

and syllables are made up of sequences of speech sounds. This is an essential component to learning to read in an alphabetic writing system, because letters represent sounds or phonemes. Without phonemic awareness, phonics makes little sense. Furthermore, understand that there are systematic and predictable relationships between written letters and spoken sounds, and knowing these relationships, helps early readers recognize familiar words accurately and automatically and "decode" new words. LMPSA believes phonics to be an essential foundation for proficient readers.

However, phonics cannot stand alone for reading instruction. The students' ability to read fluently is also important. Fluency instruction teaches students to read and reread a text a certain number of times or until a certain level of understanding is reached. Four readings are sufficient for most students but oral reading practice is increased through the use of audiotapes, tutors, peer guidance, or other means. To further increase fluency, a strong vocabulary base must be taught. The two best strategies for students to learn vocabulary are indirect and direct teaching instruction. Indirect instruction allows students to engage daily in oral language, listen as adults read to them, and read extensively on their own. Direct instruction is when students are explicitly taught both individual words and word learning strategies. This direct and indirect instruction is sometimes referred to as whole language.

LMPSA believes that comprehension instruction ties all of the pieces together. Comprehension gives students a purpose for reading, focus their attention on what they are to learn, and helps students to think actively as they read. Additionally, it helps students to review content and relate what they have learned to what they already know. Once reading is taught, LMPSA intensifies the writing expectations. Students will practice recalling their reading and be asked to write the main details from the story, as well as analyze characters and explain what the content means to them. The Montessori Method will utilize a variety of writing assignments. As the teachers will be working in all core subject areas, cross curriculum writing will be used to support and meet the needs of the CCSS. Students will write for a variety of purposes and projects.

LMPSA believes that the foundation for a strong language arts program and pathway to reading is in place. In order for the program to grow and maintain higher student achievements, LMPSA will utilize professional learning communities and ISD consultants to implement best practices and continue to close any curriculum gaps that arise as understanding of the Montessori Method deepens.

Mathematics

Mathematics as a discipline has its own language, patterns of thinking, and conventions. The goal of mathematics is to develop in students the higher-order, problem-solving skills. LMPSA, as a Montessori school, has a strong foundation of materials and a sequencing of skills that give students a solid start into this world of language, thinking, and conventions. The Montessori materials give each student an opportunity to grasp the basic facts and become comfortable by developing their fluency with the basic facts. These basic fundamentals must be learned and the students must be able to apply them in order to move into a higher level of understanding. Strong reading skills will also aid students in developing the application skills they will need to move further into the math curriculum.

Mathematics typically stands alone as a subject at LMPSA until the student has mastered the fundamental basic skills through repeated use with the materials in each room at each level. As students at LMPSA move from the concrete materials into something more abstract, the ability to respond more quickly and accurately to questions will develop. The continual use of the materials will allow students to develop a much deeper understanding of integers and less-than-whole concepts.

Students that show a need through the assessments and screeners will also be working with an interventionist using research based practices and programs (Math Connections) to gain insight into the particular steps each student is missing. Through continuous progress monitoring, each student will continue to get deeper in their understanding of very difficult applications and tasks that will be asked of them as they move forward in their education.

LMPSA believes that the foundation for a strong mathematics program is in place. In order for the program to grow and maintain higher student achievements, LMPSA will utilize professional learning communities and ISD consultants to research best practices and continue to close any curriculum gaps that arise as understanding of the Montessori Method deepens.

Science

Science education will be based on the Next Generation Science Standards (NGSS). These standards are worked into our classrooms through a whole class approach with differentiation for the various grades and the understanding that each grade has to show. The Montessori science materials are monitored and updated as new units are introduced. Student's understanding will be monitored using a cross curricular approach by the Montessori Curriculum to explore and expand the national science standards. 5th grade students are the only group which is tested on the M-Step in science.

LMPSA believes that continuous growth in the understanding of how to use the process of science understanding is in place. In order for the program to grow and maintain higher student achievements, LMPSA will utilize professional learning communities and ISD consultants to research best practices and continue to close any curriculum gaps that arise as understanding of the Montessori Method deepens by the entire staff.

Social Studies

Social studies education will be based on the C3 Framework. It is a curriculum guide that has continued to help LMPSA strengthen instruction in social studies. This framework has helped guide instruction in civics, economics, geography, and history. These standards are worked into our classrooms through a whole class approach with differentiation for the various grades and the understanding that each grade has to show. The Montessori social studies (cultural subjects) materials are monitored and updated as new units and topics are introduced.

Student's understanding will be monitored using a cross curricular approach by using CKLA reading units that incorporate grade-level social studies topics. 5th grade students are the only group which is tested on the M-Step in social studies.

LMPSA believes that continuous growth in the understanding of how to use the process of social studies understanding is in place. In order for the program to grow and maintain higher student achievements, LMPSA will utilize professional learning communities and ISD specialists to research best practices and continue to close any curriculum gaps that arise as understanding of the Montessori Method deepens by the entire staff.

SECTION D
CURRICULUM

CURRICULUM
TO BE UPLOADED SEPARATELY

SECTION E

METHODS OF PUPIL ASSESSMENT

Schedule 7e

Methods of Pupil Assessment

Students will participate in the M-Step testing at all required grade levels prescribed by the State of Michigan. Special Education students may participate in alternative assessment programs in compliance with State assessment procedures established by the Michigan Department of Education.

Required testing at Leelanau Montessori includes the following:

- the MSTEP state summative assessment for grades 3-6;
- the NWEA MAP assessment in the fall, winter, and spring of each school year for grades 1-6;
- AIMSweb and Delta Math screening assessments in the **fall**, winter, and spring of each school year for grades K-6;
- Detailed qualitative observations of the social, emotional, and physical growth of all students to consider alongside the prerequisite intellectual growth the state requires.

Our core means of assessing students' academic and social growth on a continual basis rest with the three-period lesson; student portfolios, project assessments, peer assessment and practice work. Trained Guides are crucial to the Montessori Method of student assessment through daily observation.

M-Step Grades 3-6

Assessing overall school achievement includes comparing student's academic performances with students' performances from other local and state schools. This comparison will be done using the statewide M-Step.

NWEA MAP Grades 1-6

NWEA MAP (Measures of Academic Performance) is a computer-adaptive test that lets the school pinpoint proficiency level of students in reading and mathematics. MAP is administered three times a year in the fall (October), winter (January), and spring (April/May).

AIMSweb

AIMSweb is a universal screening, progress monitoring, and data management system that supports Response to Intervention (RTI) and tiered instruction. AIMSweb uses brief, valid, and reliable measure of reading and math performance for grades K-6, which is easily integrated into our Montessori Method.

Delta Math

Delta Math program is a math screener that supports Response to Intervention (RTI) and tiered instruction. Delta math helps LMPSA instructional staff identify students who are not showing ready to learn current math standards in place for grades K-6.

SECTION F

APPLICATION AND ENROLLMENT OF STUDENTS

Application and Enrollment Requirements

Leelanau Montessori Public School Academy

Enrollment Limits

The Academy will offer pre-kindergarten through sixth grade. The maximum enrollment shall be 200 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

SCHEDULE 7h

AGE OR GRADE RANGE OF PUPILS

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

Students of the Academy will be children who have reached the age of five (5) as set forth in MCL 380.1147. If a child is not 5 years of age on the specified enrollment eligibility date but will be 5 years of age not later than December 1 of a school year, the parent or legal guardian of that child may enroll the child in kindergarten for that school year if the parent or legal guardian notifies the school in a timely manner.