

OAKLAND UNIVERSITY

CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY AND RELATED DOCUMENTS

ISSUED TO:

Four Corners Montessori Academy
(A PUBLIC SCHOOL ACADEMY)

BY THE

OAKLAND UNIVERSITY
BOARD OF TRUSTEES
(AUTHORIZING BODY)

Original Contract Issued: July 1, 2023

TABLE OF CONTENTS

Contract Documents

Board Action authorizing the issuance of the charter contract.....	A
Terms and Conditions of Contract.....	B
Contract Schedules.....	C
Schedule 1: Articles of Incorporation.....	1
Schedule 2: Bylaws.....	2
Schedule 3: Fiscal Agent Agreement.....	3
Schedule 4: Oversight Agreement.....	4
Schedule 5: Description of Staff Responsibilities.....	5
Schedule 6: Physical Plant Description.....	6
Schedule 7: Required Information for Public School Academy.....	7
• Section a: Governance Structure.....	a
• Section b: Educational Goal and Related Measures.....	b
• Section c: Educational Programs.....	c
• Section d: Curriculum.....	d
• Section e: Methods of Pupil Assessment.....	e

TABLE OF CONTENTS
(cont.)

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

- Section f:
Application and Enrollment
of Students.....f

- Section g:
School Calendar and
School Day Schedule.....g

- Section h:
Age or Grade Range
Of Pupils.....h

BOARD ACTION



BOARD ACTION

December 6, 2022

The Board of Trustees at its meeting of December 5, 2022, approved the following resolution:

WHEREAS, the University has received the Four Corners Montessori Academy's application requesting that the Board renew its charter and authorize the Academy to continue as a public school academy; and

WHEREAS, the University has determined it is in the best interest of the University and the State of Michigan to continue to authorize the Academy as a public school academy; now, therefore, be it

RESOLVED, that the application submitted by Four Corners Montessori Academy meets the requirements of the Board and of applicable law; and, be it further

RESOLVED, that the Board approves the Academy's application to renew its charter authorizing the Academy to continue as a public school academy; and, be it further

RESOLVED, that the University administration shall negotiate and finalize an Agreement with the Academy in a form that incorporates the standardized requirements of the Michigan Department of Education and with such provisions as shall be required or authorized by the Michigan Revised School Code of 1976 as amended; and, be it further

RESOLVED, that the term of the Agreement with the Academy shall expire no later than June 30, 2028; and, be it further

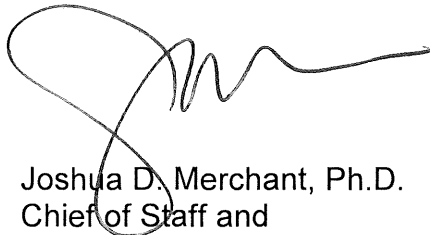
RESOLVED, that the Agreement shall be reviewed and approved by the Office of the Vice President for Legal Affairs and General Counsel prior to execution, and shall be in compliance with the law and University policies and regulations and shall conform to the legal standards and policies of the Vice President for Legal Affairs and General Counsel; and, be it further

BOARD ACTION

December 6, 2022

Page 2

RESOLVED, that the Board of Trustees authorizes the President, the Executive Vice President for Academic Affairs and Provost, and their respective designees, to perform all acts and deeds and to execute and deliver all contracts, instruments and documents that are necessary, expedient and proper in connection with the Academy and the ongoing administration of Oakland University's oversight function.

A handwritten signature in black ink, appearing to read 'JDM', with a large loop at the beginning and a horizontal line extending to the right.

Joshua D. Merchant, Ph.D.
Chief of Staff and
Secretary to the Board of Trustees

JDM/cmh

Attachment

**Agendum
Oakland University
Board of Trustees Formal Session
December 5, 2022**

**RENEWAL OF CHARTER FOR FOUR CORNERS MONTESSORI ACADEMY
A Recommendation**

1. **Division and Department:** Academic Affairs - Public School Academies, School of Education and Human Services.
2. **Introduction:** In 2020, The Oakland University ("University") Board of Trustees ("Board") authorized the charter of Four Corners Montessori Academy ("Academy") as a public school academy under the Michigan Revised School Code, for a three-year term expiring on June 30, 2023 ("Agreement").

The Academy has submitted an application to the University to renew its charter, and the University's Office of Public School Academies ("PSA Office") supports the renewal. The PSA Office reviewed the application, and found it to be consistent with the Michigan Department of Education ("MDE") requirements and the University's educational mission. During the three-year term of the Agreement, the Academy has established a strong academic program and maintained strong leadership and governance. The PSA Office recommends and seeks the Board's approval to renew the Academy's charter for a term of five years, through June 30, 2028.

If approved by the Board a new charter agreement will be prepared for the Academy that incorporates standardized MDE requirements. That agreement will be reviewed and approved by the Office of the Vice President for Legal Affairs and General Counsel prior to execution, and will be in compliance with the law and University policies and regulations and conform to the legal standards and policies of the Vice President for Legal Affairs and General Counsel. The University will be able to terminate that agreement upon any breach, the Academy's failure to fulfill any of the statutory requirements applicable to public school academies, or without cause at the discretion of the University at the end of the Academy's current academic school year.

3. **Previous Board Action:** On October 5, 1995, the Board approved Oakland University's Policy on Public School Academies and Criteria for the Evaluation of Applications. On May 2, 2007, the Board approved the amendment of the Criteria for the Evaluation of Applications. On June 25, 2008, the Board approved the Academy's application. On August 6, 2012, the Board approved a second amendment of the Criteria for the Evaluation of Applications.
4. **Budget Implications:** Oakland University receives three percent (3%) of the state school funding received by the Academy as an administrative fee for performing oversight.

**Renewal of Charter for Four Corners Montessori Academy
Oakland University
Board of Trustees Formal Session
December 5, 2022
Page 2**

5. Educational Implications: The philosophy of Four Corners Montessori Academy is aligned with that of Oakland University's School of Education and Human Services ("School") and will be able to strengthen the mission of the School. Furthermore, the Academy will educate a well rounded and high achieving student body which in turn may become future Oakland University students.

6. Personnel Implications: There are no personnel implications associated with this resolution.

7. University Reviews/Approvals: The Academy's request for renewal of its charter was reviewed and recommended by the PSA Office. The recommendation was approved by the Dean of the School of Education and Human Services and the Executive Vice President for Academic Affairs and Provost.

8. Recommendation:

WHEREAS, the University has received the Four Corners Montessori Academy's application requesting that the Board renew its charter and authorize the Academy to continue as a public school academy; and

WHEREAS, the University has determined it is in the best interest of the University and the State of Michigan to continue to authorize the Academy as a public school academy; now, therefore, be it

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RESOLVED, that the Board approves the Academy's application to renew its charter authorizing the Academy to continue as a public school academy; and, be it further

RESOLVED, that the University administration shall negotiate and finalize an Agreement with the Academy in a form that incorporates the standardized requirements of the Michigan Department of Education and with such provisions as shall be required or authorized by the Michigan Revised School Code of 1976 as amended; and, be it further

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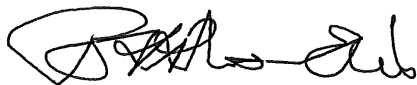
**Renewal of Charter for Four Corners Montessori Academy
Oakland University
Board of Trustees Formal Session
December 5, 2022
Page 3**

RESOLVED, that the Agreement shall be reviewed and approved by the Office of the Vice President for Legal Affairs and General Counsel prior to execution, and shall be in compliance with the law and University policies and regulations and shall conform to the legal standards and policies of the Vice President for Legal Affairs and General Counsel; and, be it further

RESOLVED, that the Board of Trustees authorizes the President, the Executive Vice President for Academic Affairs and Provost, and their respective designees, to perform all acts and deeds and to execute and deliver all contracts, instruments and documents that are necessary, expedient and proper in connection with the Academy and the ongoing administration of Oakland University's oversight function.

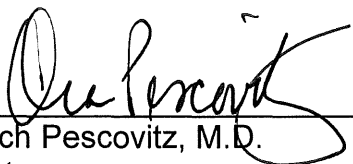
9. **Attachments:** None

Submitted to the President
on 12/1, 2022 by



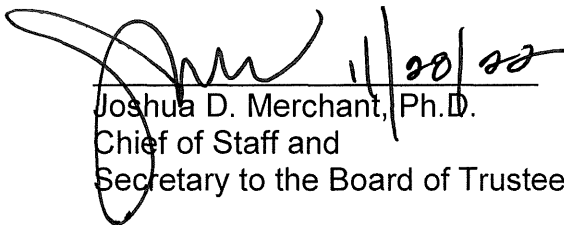
Britt Rios-Ellis, M.S., Ph.D.
Executive Vice President for
Academic Affairs and Provost

Recommended on 12/1, 2022
to the Board for approval by



Ora Hirsch Pescovitz, M.D.
President

Reviewed by



Joshua D. Merchant, Ph.D.
Chief of Staff and
Secretary to the Board of Trustees

**POLICY ON PUBLIC SCHOOL ACADEMIES
(CHARTER SCHOOLS)**

Approved by the Board of Trustees on October 5, 1995

Amended by the Board of Trustees on May 2, 2007

Amended by the Board of Trustees on August 6, 2012

The establishment of public school academies (charter schools), as authorized by recent state legislation, offers a means of improving the public elementary and secondary schools in the State of Michigan. Oakland University will assist in the establishment of public school academies in order to achieve those purposes set forth in the legislation, as follows:

To improve pupil achievement for all pupils, including, but not limited to, educationally disadvantaged pupils, by improving the learning environment.

To stimulate innovative teaching methods.

To create new professional opportunities for teachers in a new type of public school in which the school structure and educational program can be innovatively designed and managed by teachers at the school site level.

To achieve school accountability for pupil educational outcomes by placing full responsibility for performance at the school site level.

To provide parents and pupils with greater choices among public schools, both within and outside their existing school districts.

To determine whether state funds can be more effectively, efficiently, and equitably utilized by allocating funds on a per pupil basis directly to the school rather than through school district administration.

To achieve these purposes, Oakland University will authorize those public school academies which best meet the following guidelines:

- a. Further a mission and goals consistent with the mission and goals of Oakland University, as identified in Oakland University's Strategic Plan.
- b. Fill an identified and substantiated educational need or provide an opportunity for new learning experiences at a facility located in Wayne, Oakland, or Macomb County.
- c. Meet the identified and substantiated needs of its students through the use of an innovative instructional plan.

- d. Meet the needs of a culturally, economically and ethnically diverse student body and provide a diverse faculty and administrative staff.
- e. Utilize the best educational practices, as defined by the University, and attempt to develop even more effective educational programs and practices.
- f. Establish and implement a process for continuous self-evaluation and assessment, and a process for reporting the self-evaluation and assessment results to Oakland University.
- g. Establish linkages to Oakland University through allied research, educational and/or development partnerships with Oakland University faculty; and provide clinical experiences, internships and field experiences for Oakland University students.
- h. Demonstrate relationships with the business community and other community organizations.
- i. Present a fiscally sound and compelling business plan.
- j. Comply with applicable state and federal law.

Oakland University will select public school academies on a competitive basis from applicants which best demonstrate that they meet the purposes of the public school academies legislation, the guidelines set forth in this policy, and the Criteria for the Evaluation of Applications.

[Editor's note: The Criteria for the Evaluation of Applications, which was approved by the Board of Trustees on October 5, 1995 and amended by the Board of Trustees on May 2, 2007 and August 6, 2012 is attached.]

**DELEGATION OF AUTHORITY CONCERNING
PUBLIC SCHOOL ACADEMIES**

Approved by the Board of Trustees on October 9, 1997

WHEREAS, the Board of Trustees of Oakland University wishes and intends to authorize and delegate to the President of Oakland University certain powers and authority as may be necessary and appropriate to carry out the policies of the Board of Trustees and to administer the business of Oakland University in accordance with such policies and directives as may be promulgated from time to time by the Board of Trustees; and

WHEREAS, the Board of Trustees wishes and intends by this resolution to delegate to the President of Oakland University full power and authority to carry out certain administrative functions of the university while retaining unto itself all legislative and discretionary powers which are not subject to delegation under law; now therefore be it

RESOLVED, that upon the recommendation of the university's Public School Academy Advisory Review Committee, the President or his designee is hereby authorized and directed to amend the contracts between the Board and the Public School Academies and take any other such action as may be necessary and appropriate to carry out the business of Oakland University as authorizing body of the public school academies consistent with the Board policy on Public School Academies and the Criteria for Evaluation of Applications, the educational goals as set forth in the public school academy applications, and the law; and be it further

RESOLVED, that any such amendment or other action of a material nature be reported to the University Affairs Advisory Committee at the first meeting following the amendment or action; and be it further

RESOLVED, that no amendment shall increase the liability or obligation of the university; and be it further

RESOLVED, that an annual report on the status of the public school academies shall be presented to the Board of Trustees at a regularly scheduled Board meeting.

CRITERIA FOR THE EVALUATION OF APPLICATIONS

Approved by the Board of Trustees on October 5, 1995

Amended by the Board of Trustees on May 2, 2007

Amended by the Board of Trustees on August 6, 2012

The Office of Public School Academies and Urban Partnerships (“PSA Office”) shall use criteria that incorporate requirements set forth in the Revised School Code for public school academies, MCLA 380.501 et seq (“School Code”) and as the School Code requirements may be amended from time to time, in the evaluation of applications for charter. At the conclusion of the evaluation process, the PSA Office shall make a recommendation through the Provost and President to the Board of Trustees to authorize or not to authorize the charter.

Section I: Demographic Characteristics

A. Identification of Applicant. The applicant for the proposed public school academy must be clearly identified and his/her affiliation indicated as an individual, a representative of a government entity or non-government entity, or other designation.

B. Name of proposed Public School Academy. The name of the proposed public school academy shall not duplicate that of another known public or private school.

C. Proposed date of opening. The proposed opening date of the public school academy shall be identified and shall be reasonably achievable.

D. School calendar and school day schedule. The proposed school calendar and school day schedule shall meet or exceed any state mandated minimum at the time of the application.

E. Grade level(s) or ages of students to be enrolled. The application shall identify the grade level(s) and/or ages of students to be enrolled. Additionally, plans, if any, for expanding the number of grades and/or ages of students to be enrolled in future years must be clearly stated.

F. Projected enrollment. The proposed number of students to be enrolled must be stated and the method of determining potential enrollment must be identified.

G. Student population. A description of the target student population must be included.

Section II: Purposes and Goals

A. Purposes of the Public School Academy

The purposes of the public school academy shall be congruent with the mission and goals of Oakland University, as reflected in the Oakland University Strategic Plan, and

shall reflect a strong philosophical and educational focus that holds considerable promise for high quality teaching and learning for those students it is designed to serve.

Indicators:

- (1) The educational underpinnings on which the proposed public school academy is to be founded are supported in part (but not necessarily in entirety) by research or documented practice elsewhere. Note: In an effort to foster innovation, non-traditional educational practices which are supported by a comprehensive and thorough rationale are encouraged.
- (2) The proposed public school academy will effectively address the needs of students.
- (3) The proposed public school academy utilizes sound practice (i.e., contemporary teaching methods, structures, etc.), and also incorporates innovative teaching strategies and/or instructional technology.
- (4) The proposed public school academy is incorporated pursuant to the School Code.
- (5) The proposed educational goals, programs and curricula are designed to fulfill at least one of the purposes articulated in the School Code ..

B. Educational goals.

The educational goals of the public school academy may include statements of educational inputs; however, the goals must also include outcomes or performance based standards to be achieved by students.

Indicators:

- (1) The proposed public school academy is committed to educating each student to his/her optimal level of learning.
- (2) The proposed public school academy plans to develop a nurturing, child centered sense of educational atmosphere that contributes to the development of each student's confidence, sense of self-worth, personal enjoyment, and zest for learning.
- (3) The proposed public school academy seeks to educate students to meet or exceed state and national standards of achievement.

(4) The proposed public school academy seeks to develop the critical thinking and problem solving skills of students.

Section III: Admission and Retention

A. Admission policy and criteria to be maintained.

A public school academy shall not charge tuition and shall not discriminate in its pupil admissions policies or practices on the basis of intellectual or athletic ability, measures of achievement or aptitude, status as a disabled person, or any other basis that would be illegal if used by a school district. A public school academy may, however, limit admission to pupils who are within a particular range of ages or grade levels or on any other basis that would be legal if used by a school district.

Indicators:

(1) The applicant must provide a description of its plans to recruit students and to advertise the school's availability. It must specifically describe its plans to advertise within the geographical area to be served. The plan to advertise and recruit will be evaluated on whether the plan is calculated to inform those persons who are likely to be interested in the public school academy. The applicant must describe the enrollment period which will be available for registration by interested families. The enrollment period must offer evening and/or weekend enrollment opportunities. The applicant must describe both its initial plans for recruitment and advertising as well as plans for these activities once the academy has been started and has an established student body.

(2) The applicant must describe the process it plans to use for the random selection of students in the event the number of students wishing to enroll exceeds the number of seats provided by the public school academy.

(3) The applicant must comply with the PSA Office Policy on Student Application and Enrollment and any subsequent changes to the policy or existing law as may occur.

B. Retention

The public school academy shall demonstrate a commitment to retain and to educate all students who enroll.

Indicators:

(1) The proposed public school academy demonstrates a commitment to the retention of all students enrolled.

(2) Procedures are established for intervention and special help or counseling for those students who do not perform up to their potential or who violate established codes of conduct.

(3) The applicant presents a code of student conduct and set of procedures for discipline and dismissal. (4) The applicant includes a plan for regular involvement of the student's parent(s) or guardian(s) or other person(s) legally responsible for the student, both at home and school, and provisions for monitoring this participation.

(5) The procedure for dismissal of students shall include the requirement that the student's parent(s), guardian(s) or other person(s) legally responsible for the student will be counseled and provided a recommendation for future placement of the student.

Section IV: Curriculum and Instructional Outcomes

A. Curricular and Instructional Design.

The curriculum shall be designed to meet the substantiated educational needs identified by the public school academy. The curriculum shall be coordinated in such a manner to allow for effective teaching and learning. Innovations that provide meaningful learning and incorporate the expertise and research of Oakland University faculty and students and the expressed goals and needs of the business community and the community at large are encouraged.

Indicators:

(1) Minimally, the public school academy curriculum must comply with Michigan's core curriculum, if any.

(2) The curricular plan may include a unique curricular element, a unique instructional delivery system, and/or a unique assessment process.

(3) The curriculum plan shall include a comprehensive program evaluation component.

B. Student Assessment.

Evaluation is an integral part of curriculum and instruction and should occur on a regular basis. Minimally, outcomes evaluation must be incorporated into the assessment plan. Alternative assessment strategies that highlight students' achievement of identified outcomes are strongly encouraged.

Indicators:

- (1) Student performance shall be assessed using the Michigan assessments designated under the School Code.
- (2) The Academy must administer bi-annually, at a minimal, a nationally recognized norm-referenced achievement test or program of testing approved by the University.
- (3) Assessment strategies must be appropriate to the educational goals of the public school academy.
- (4) The public school academy will use the assessment results to improve teaching and learning for students.

Section V: Physical Facility

The public school academy shall be operated at a site that is safe and appropriate for educational programming, and provides for the effective implementation of the curriculum.

A. Size.

The space and the configuration of the site shall be appropriate for effective implementation of the curriculum.

Indicators:

- (1) The facility includes adequate instructional space.
- (2) Instructional space is properly equipped with appropriate furnishings, teaching aids, and student learning materials.
- (3) The public school academy either has, or has access to, specialized space as needed (e.g., library with appropriate holdings, laboratory with adequate equipment and supplies, musical instruments and practice rooms, studios, performance space, technology center, vocational shops, gymnasium, athletic fields, food preparation and dining facilities, etc.).
- (4) The facility has an adequate heating and ventilation system, and, whenever possible, air conditioning.
- (5) The public school academy contains adequate office space and equipment for the professional staff.
- (6) The public school academy has made arrangements for custodial and maintenance services.

B. Location.

The academy shall be located in Wayne, Oakland, or Macomb County.

Indicators:

(1) The application includes an address and description of the facility.

(2) The application includes documentation demonstrating the applicant's legal right to occupy the facility on or before the proposed opening date for the public school academy, or the steps to be taken to obtain that legal right and demonstration of ability to take those steps.

C. Compliance with School Code and Other Applicable Laws.

The facility complies with the State School Code and laws relevant to health, safety, and accessibility standards.

Indicators:

(1) The facility and surrounding area is free from natural hazards and attractive nuisances.

(2) Design plans, blueprints or other documents demonstrate that the facility will be in compliance with the Persons with Disabilities Act Act and the Americans with Disabilities Act.

(3) Documentation demonstrates that the facility complies with the National Fire Protection and Life Safety Codes 101, sections 10 and 11.

(4) The public school academy has property-all risk insurance in an amount sufficient to cover the total value of the academy's real and personal property.

Section VI: Budget and Finance

Adequate financial resources are available to meet operating, capital and start-up costs of the public school academy. The proposed operating budget is consistent with the needs of the public school academy.

Indicators:

(1) A five-year financial projection for the public school academy includes consideration of all operating, capital and start-up costs and related funding sources. The applicant must identify financial resources on hand or committed resources from donors or other sources to fund costs of the public school academy not included in State aid.

(2) The proposed operating budgets include consideration for all elements of school operations.

(3) Adequate reserves are available to meet unplanned emergencies.

Section VII: Staffing and Governance Structure

A. Governance Structure

The governance structure is designed to provide for the orderly and effective operation of the public school academy, in compliance with all applicable state and federal laws.

Indicators:

(1) The public school academy utilizes a governance structure that through its board, in which considerable authority and responsibility is placed, engages in educational planning in collaboration with the school leader(s), staff, and community such that the primary focus is on academic achievement and accountability, in line with the mission and goals of the public school academy.

(2) Descriptions of administrative and staff responsibilities, qualifications and certification demonstrate attention to site-based cooperative governance.

B. Board of Directors

The Oakland University Board of Trustees (“University Board”) requires that a public school academy meet the following criteria with respect to the method of selection, length of term, and number of members of its board of directors (“Academy Board”):

(1) Method of Selection. Oakland University’s Director of Public School Academies and Urban Partnerships (“Director”) is authorized to develop and administer an Academy Board selection and appointment process in accord with the criteria below:

a. Initial Academy Board. The University Board shall appoint the initial Academy Board by formal resolution. The Director shall recommend nominees for the initial Academy Board based upon a review of a Public School Academy Board Member Questionnaire, interview, criminal background check, and reference checks. Each nominee shall be available for interview by the University Board or its designee. The University Board may reject any or all initial Academy Board nominees.

b. Subsequent Academy Board Members. The Oakland University Vice President for Academic Affairs and Provost (“Provost”), upon recommendation from the Dean of the Oakland University School of Education and Human Services (“Dean”), shall appoint all subsequent Academy Board members. The

Director shall recommend nominees to the Dean based upon a review of a Public School Academy Board Member Questionnaire, interview, criminal background check and reference checks. Each nominee shall be available for interview by the Provost or the Provost's designee. The Provost may reject any or all subsequent Academy Board nominees.

c. The Academy Board, by resolution and majority vote, shall nominate its subsequent members, except as provided herein. Nominees shall submit the Public School Academy Board Member Questionnaire for review by the Director. If the Director elects not to recommend any of the Academy Board's nominees for a vacant position on the Academy Board, the Director may nominate and recommend an Academy Board member of the Director's own choosing for the vacant position, or may request additional nominees from the Academy Board.

d. 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.

(2) Length of Term. The term of each member of the Academy's Board shall be for a period of three (3) years, except that of the members first appointed, approximately one-third shall be appointed for a term of three (3) years, approximately one-third shall be appointed for a term of two (2) years, and approximately one-third shall be appointed for a term of one (1) year. At its organizational meeting, the Academy Board shall designate a term for each of the initial board members appointed by the University Board. All subsequent appointments shall be for three (3) year staggered terms. The terms for each position shall begin on July 1st and end on June 30th of the pertinent year, except the terms of the initial positions which shall begin upon appointment and end on June 30th of the pertinent year.

(3) Number of Directors. The initial number of board member positions on the Academy Board shall be five (5). The number of board member positions shall never be fewer than five (5) or more than nine (9). If the Academy Board fails to attain or maintain its full membership by making appropriate and timely nominations, the Provost, may deem that failure an exigent condition and appoint a replacement.

(4) Qualifications of Members. The Academy Board shall include only those individuals who are United States citizens and residents of the State of Michigan. To the extent possible, the Academy Board shall include (1) a parent or guardian of a child attending the school; (2) one professional educator, preferably a person with either elementary or secondary school administrative experience; and (3) one person representing the local community in which the Academy serves. Further to be qualified, members must submit all material requested by the PSA Office including but not limited to, an authorization to process a criminal background check of the nominee and submission annually of a conflict of interest disclosure as

prescribed by the PSA Office. The Academy Board shall not include (1) any member appointed or controlled by another profit or non-profit corporation; (2) employees of the public school academy served by the Academy Board or independent contractors performing services for the public school academy; (3) any current or former director, officer, or employee of a management company that contracts with the public school academy served by the Academy Board; and (4) Oakland University officials or employees. A vacancy may be left on the initial board for a parent or guardian representative.

(5) Oath. All members of the Academy Board shall take and sign the constitutional oath of office, and shall cause a copy of such oath of office to be submitted to the Director. No appointment shall be effective prior to the taking and signing of the oath of office.

(6) Removal of Members. Any Academy Board member may be removed with or without cause by the Provost at any time, or with cause by a two-thirds (2/3) vote of the Academy Board.

With the approval of the Provost, the University's Director of the PSA Office may suspend an Academy's Board member's service, if in his/her judgment the member's continued presence would constitute a risk to persons or property, or would impair the operations of the Academy.

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

(8) Resignation. Academy Board members may resign at any time by providing written notice to the Academy Board. 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 or the Provost, 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 described at B(1)(b).

(9) Board Vacancies. An Academy Board vacancy shall occur because of death, resignation, removal, failure to maintain residency in the State of Michigan, disqualification, enlargement of the Academy Board, or as required by applicable law. Any vacancy shall be filled as provided by the method of selection adopted by the University Board.

(10) Compensation. An Academy Board member shall serve as a volunteer. By resolution of the Academy Board, the Academy Board members may be reimbursed for their reasonable expenses related directly to their duties as an Academy Board member.

(11) Other University Action. The University Board authorizes and directs the Provost to take any other actions associated with the governance of Academy Board members as may be necessary or appropriate to carry out the business of Oakland University as authorizing body of public school academies.

(12) Reservation of Rights. The foregoing notwithstanding, the University Board and its designee reserve the right at all times to review, rescind, remove, modify, ratify, or approve any Academy Board member.

(13) Compliance with Law. If at any time a change in applicable law makes illegal any of the requirements, obligations or actions set forth in or contemplated by the foregoing criteria, the affected parties shall comply with applicable law, as such law may be amended from time to time.

C. By-Laws.

A set of by-laws must exist, setting forth the procedures and policies for the effective governance of the public school academy.

D. Administrators.

Persons employed as a superintendent, principal, assistant principal or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the requirements mandated in School Code, as it may be amended from time to time.

E. Teachers.

Teachers shall be either state certified teachers with the appropriate qualifications to teach the level or subjects they are to be assigned to teach, or currently employed full-time Oakland University faculty members who have been granted institutional tenure, or have been designated as being on tenure track by the University. In general, the teaching staff shall be made up of teachers with varying degrees of experience.

Non-School Staff. Non-school staff including specifically Oakland University education students, may be employed or may volunteer to assist teachers in the instruction of children. In all cases, their activities within the classroom shall be directed and supervised by a certified teacher or Oakland University faculty member.

Section VIII: Contractual Relationship with Oakland University

The public school academy enters into a contract with the University on terms and conditions acceptable to the University and in compliance with the School Codes may be amended from time to time.

TERMS AND CONDITIONS

**TERMS AND CONDITIONS
OF CONTRACT**

DATED: JULY 1, 2023

ISSUED BY

THE OAKLAND UNIVERSITY BOARD OF TRUSTEES

TO

**FOUR CORNERS MONTESSORI ACADEMY
(A PUBLIC SCHOOL ACADEMY)**

CONFIRMING THE STATUS OF

FOUR CORNERS MONTESSORI ACADEMY

AS A

PUBLIC SCHOOL ACADEMY

TABLE OF CONTENTS

ARTICLE I

DEFINITIONS

Section 1.1.	Certain Definitions.....	1
Section 1.2.	Captions	4
Section 1.3.	Gender and Number.....	5
Section 1.4.	Statutory Definitions.....	5
Section 1.5.	Schedules	5
Section 1.6.	Application.....	5
Section 1.7.	Conflicting Contract Provisions.....	5

ARTICLE II

RELATIONSHIP BETWEEN
THE ACADEMY AND THE UNIVERSITY BOARD

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

ARTICLE III

ROLE OF THE UNIVERSITY BOARD
AS AUTHORIZING BODY

Section 3.1.	University Board Resolutions.....	7
Section 3.2.	University Board as Fiscal Agent for the Academy	7
Section 3.3.	Oversight Responsibilities of the University Board	7
Section 3.4.	Reimbursement of University Board Expenses	7
Section 3.5.	University Board Approval of Condemnation.....	7
Section 3.6.	Authorization of Employment	8
Section 3.7.	PSAO Executive Director Review of Certain Financing Transactions	8
Section 3.8.	Authorizing Body Contract Authorization Process	9
Section 3.9.	University Board’s Invitation to Academy to Apply For Conversion to Schools of Excellence.....	9

ARTICLE IV

REQUIREMENT THAT THE ACADEMY
ACT SOLELY AS GOVERNMENTAL ENTITY

Section 4.1.	Limitation on Actions in Performance of Governmental Functions.....	9
Section 4.2.	Other Permitted Activities	10
Section 4.3.	Academy Board Members Serve In Their Individual Capacity.....	10

Section 4.4.	Incompatible Public Offices and Conflicts of Interest Statutes	10
Section 4.5.	Prohibition of Identified Family Relationships.....	11
Section 4.6.	Dual Employment Positions Prohibited.....	11
Section 4.7.	Oath of Public Office.....	11
Section 4.8.	Academy Counsel.....	11

ARTICLE V

CORPORATE STRUCTURE OF THE ACADEMY

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

ARTICLE VI

OPERATING REQUIREMENTS

Section 6.1.	Governance Structure.....	12
Section 6.2.	Educational Goals	12
Section 6.3.	Educational Programs	12
Section 6.4.	Curriculum	12
Section 6.5.	Method of Pupil Assessment	12
Section 6.6.	Application and Enrollment of Students.....	13
Section 6.7.	School Calendar and School Day Schedule.....	13
Section 6.8.	Age or Grade Range of Pupils	13
Section 6.9.	Collective Bargaining Agreements	13
Section 6.10.	Accounting Standards	13
Section 6.11.	Annual Financial Statement Audit.....	13
Section 6.12.	Address and Description of Physical Plant; Process for Expanding Academy's Site Operations.....	14
Section 6.13.	Contributions and Fund Raising	14
Section 6.14.	Disqualified Organizational or Contractual Affiliations.....	14
Section 6.15.	Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Targeted Educational Outcomes	14
Section 6.16.	Matriculation Agreements	15
Section 6.17.	Postings of Accreditation Status	15
Section 6.18.	New Public School Academies Located Within The Boundaries of A Community District.....	15

ARTICLE VII

TUITION PROHIBITED

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

ARTICLE VIII

COMPLIANCE WITH APPLICABLE LAW

Section 8.1. Compliance with Applicable Law 16

ARTICLE IX

AMENDMENT

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

ARTICLE X

CONTRACT TERMINATION, SUSPENSION, AND REVOCATION

Section 10.1. Statutory Grounds for Revocation 17
Section 10.2. Other Grounds for Revocation 18
Section 10.3. Automatic Amendment Of Contract; Automatic Termination of Contract If All Academy Sites Closed ; Economic Hardship Termination 19
Section 10.4. Grounds and Procedures for Academy Termination of Contract. 20
Section 10.5. Grounds and Procedures for University Termination of Contract 20
Section 10.6. University Board Procedures for Revoking Contract 20
Section 10.7. Contract Suspension 22
Section 10.8. Venue; Jurisdiction 22
Section 10.9. Conservator; Appointment By University President 23
Section 10.10. Academy Dissolution Account 24

ARTICLE XI

PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

Section 11.1. The Academy Budget; Transmittal of Budgetary Assumptions; Budget Deficit; Enhanced Deficit Elimination Plan 24
Section 11.2. Insurance 25
Section 11.3. Legal Liabilities and Covenant Against Suit 31
Section 11.4. Lease or Deed for Proposed Single Site 31
Section 11.5. Occupancy and Safety Certificates 32
Section 11.6. Criminal Background and History Checks; Disclosure of Unprofessional Conduct 32
Section 11.7. Special Education 32
Section 11.8. Deposit of Public Funds by the Academy 32
Section 11.9. Nonessential Elective Courses 32
Section 11.10. Required Provisions for ESP Agreements 32
Section 11.11. Management Agreements 34
Section 11.12. Administrator and Teacher Evaluation Systems 34

ARTICLE XII

GENERAL TERMS

Section 12.1. Notices 35

Section 12.2. Severability 35

Section 12.3. Successors and Assigns..... 35

Section 12.4. Entire Contract..... 35

Section 12.5. Assignment 36

Section 12.6. Non-Waiver..... 36

Section 12.7. Governing Law 36

Section 12.8. Counterparts..... 36

Section 12.9. Term of Contract..... 36

Section 12.10. Indemnification 36

Section 12.11. Construction..... 37

Section 12.12. Force Majeure 37

Section 12.13. No Third Party Rights..... 37

Section 12.14. Non-agency 37

Section 12.15. Reliance on Warranties..... 37

Section 12.16. University Board or PSAO General Policies on Public School Academies Shall Apply..... 37

Section 12.17. Survival of Provisions..... 37

Section 12.18. Information Available to the Public..... 37

Section 12.19. Termination of Responsibilities..... 38

Section 12.20. Disposition of Academy Assets Upon Termination or Revocation of Contract. 38

Section 12.21. Student Privacy 38

Section 12.22. Disclosure of Information to Parents and Legal Guardians..... 39

Section 12.23. List of Uses for Student Directory Information; Opt Out Form; Notice to Student’s Parent or Legal Guardian..... 40

Section 12.24. Confidential Address Restrictions..... 40

Section 12.25. Partnership Agreement..... 40

Section 12.26. Statewide Safety Information Policy..... 40

Section 12.27. Criminal Incident Reporting Obligation..... 40

Section 12.28. Academy Emergency Operations Plan..... 40

Section 12.29. School Safety Liaison..... 41

Section 12.30. New Building Construction or Renovations..... 41

Section 12.31. Annual Expulsion Report and Website Report on Criminal Incidents..... 41

Exhibit A

Schedules

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 Oakland University Board of Trustees 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 Oakland University Board of Trustees 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 **Four Corners Montessori Academy** which is established as a public school academy pursuant to this Contract.
- (b) “Academy Board” means the Board of Directors of the Academy.
- (c) “Applicable Law” means all local, state and federal law applicable to public school academies, regulations promulgated thereunder, and any directives issued by applicable governmental agencies including, without limitation, the Governor, the Michigan Department of Education, the Superintendent of Public Instruction and the State Board of Education, that are applicable to public school academies and comport with enacted state and federal law; all as may be issued and amended from time-to-time.

- (d) “Application” means the public school academy application and supporting documentation submitted to the University Board for the establishment of the Academy and supplemented by material submitted pursuant to the University Board’s requirements for reauthorization.
- (e) “Authorizing Resolution” means the Resolution(s) adopted by the University Board on **December 5, 2022** approving the issuance of a Contract to the Academy.
- (f) “Public Schools Academy Office Executive Director” or “PSAO Executive Director” means the person designated by the University Board to administer the operations of the Public Schools Academy Office.
- (g) “Public Schools Academy Office” or “PSAO” means the office designated by the University Board as the initial point of contact for public school academy applicants and public school academies authorized by the University Board. The PSAO is also responsible for administering the University 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) “Community District” means a community school district created under part 5B of the Code, MCL 380.381 et seq.
- (j) “Conservator” means an individual appointed by the University President in accordance with Section 10.9 of these Terms and Conditions.
- (k) “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.
- (l) “Director” means a person who is a member of the Academy Board of Directors.
- (m) “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 PSAO Executive Director for review as provided in Section 11.11 and has not been disapproved by the PSAO Executive Director, and is consistent with the PSAO’s Educational Service Provider Policies, as they may be amended from time to time, and Applicable Law.
- (n) “Educational Service Provider Policies” or “ESP Policies” means those policies adopted by the PSAO that apply to a Management Agreement. The

PSAO Executive 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.

- (o) “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 or the Academy Board, then such gift or grant shall not constitute a financial borrowing or contribution for purposes of determining a Fund Balance Deficit.
- (p) “Lease Policies” means those policies adopted by the PSAO from time-to-time that apply to real property lease agreements entered into by the Academy. The PSAO Executive 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 adoption or amendment, new or revised 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.
- (q) “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 PSAO Executive Director for review as provided in Section 11.11 and has not been disapproved by the PSAO Executive Director.
- (r) “Master Calendar” or “MCRR” means the Master Calendar of Reporting Requirements developed and administered by the Public Schools Academy Office setting forth a reporting timeline for certain financial, administrative, facility, Academy Board and educational information relating to the Academy. The PSAO Executive 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.
- (s) “President” means the President of Oakland University or his or her designee.

- (t) “Resolution” means the resolution adopted by the University Board on August 6, 2012, establishing the standard method of selection, length of term and number of members format for public school academies issued a Contract by the University Board, as amended from time to time.
- (u) “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, Schedule 7 and Required Information for Public School Academies.
- (v) “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.
- (w) “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.
- (x) “Superintendent” means the Michigan Superintendent of Public Instruction.
- (y) “Terms and Conditions” means this document entitled “Terms and Conditions of Contract, Dated **July 1, 2023**, issued by the Oakland University Board of Trustees to **Four Corners Montessori Academy** Confirming the Status of **Four Corners Montessori Academy** as a Public School Academy.”
- (z) “University” means Oakland University, a state public university, established pursuant to Article VIII, Sections 4 and 6 of the Michigan Constitution of 1963 and MCL 390.151, et seq.
- (aa) “University Board” means the Oakland University Board of Trustees, an authorizing body as designated under Section 501 of the Code, MCL 380.501.
- (bb) “University Board Chairperson” means the Chairperson of the Oakland University Board of Trustees or his or her designee.

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 University 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 UNIVERSITY BOARD

Section 2.1. Constitutional Status of Oakland University. Oakland University is a constitutionally established body corporate operating as a state public university. In approving this Contract, the University Board voluntarily exercises additional powers given to the University Board under the Code. Nothing in this Contract shall be deemed to be any waiver of the University Board's constitutional autonomy and powers and the Academy shall not be deemed to be a part of the University. If applicable, the University 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 Oakland University. The relationship between the Academy and the University Board is based solely on the applicable provisions of the Code and the terms of this Contract or other agreements between the University Board and the Academy, if applicable.

Section 2.3. Financial Obligations of the Academy Are Separate From the State of Michigan, the University Board and the University. 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 University Board, or the University. 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 University Board or the University 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, University Board or the University. The Academy has no authority whatsoever to enter into any contract or other agreement that would financially obligate the State of Michigan, University Board or the University, nor does the Academy have any authority whatsoever to make any representations to lenders or third parties, that the State of Michigan, University Board or the University 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 UNIVERSITY BOARD AS AUTHORIZING BODY

Section 3.1. University Board Resolutions. The University Board has adopted the Resolution providing for the method of selection, length of term, number of Directors and the qualification of Directors. The University 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 University Board may amend the Resolution. Upon University 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. University Board as Fiscal Agent for the Academy. The University Board is the fiscal agent for the Academy. As fiscal agent, the University Board assumes no responsibility for the financial condition of the Academy. The University 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 University Board shall promptly, within ten (10) business days of receipt or as otherwise required by Applicable Law, forward to the Academy all state school aid funds or other public or private funds received by the University Board for the benefit of the Academy. The responsibilities of the University 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 University Board. The University Board has the responsibility to oversee the Academy's compliance with the Contract and all Applicable Law. The responsibilities of the Academy and the University Board are set forth in the Oversight Agreement executed by the parties and incorporated herein as Schedule 4.

Section 3.4. Reimbursement of University Board Expenses. The Academy shall pay the University Board an administrative fee to reimburse the University 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. University 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 University Board. The Academy shall submit a written request to the PSAO describing the proposed acquisition and the purpose for which the Academy desires to acquire the property. The PSAO Executive Director will generate a recommendation for consideration by the University Board with regard to the proposed acquisition. The request and the PSAO Executive Director's recommendation will be submitted by the PSAO Executive Director for the University Board's consideration in accordance with the University Board's generally applicable timelines and policies for the agendas of regularly-scheduled University Board committee meetings and formal sessions of the University Board. No acquisition may be made until the approval of the University Board is obtained by resolution adopted at a formal session of the University Board.

Section 3.6. Authorization of Employment. The University 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 University 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. PSAO Executive Director Review of Certain Financing Transactions. If the Academy proposes to (i) finance the acquisition, by lease, purchase, or other means, of facilities or equipment, or renovation of facilities, 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., or (ii) direct that a portion of its State School Aid Payments be forwarded by the University Board to a third party account for the payment of Academy debts and liabilities, the Academy shall submit the transaction for prior review by the PSAO Executive Director, as designee of the University Board, in the manner provided herein. The Academy shall, not later than thirty (30) days prior to the proposed closing date of the transaction, submit a written request to the PSAO Executive Director describing the proposed transaction and the facilities or equipment to be acquired with the proceeds thereof (if any), and in the case of a transaction described in subparagraph (ii) of this Section, (a) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid Payments; (b) a copy of a State School Aid Payment Agreement and Direction document that is in a form acceptable to the PSAO; and (c) copies of such other documentation regarding the transaction which is the subject of the proposed direct intercept as the PSAO may request. Unless the PSAO Executive Director extends the review period, within thirty (30) days of receiving a written request in compliance with this Section, the PSAO Executive Director shall notify the Academy if the proposed transaction is disapproved. The PSAO Executive Director may disapprove the proposed transaction if, in his or her judgment, the proposed transaction violates this Contract or Applicable Law. 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 that is disapproved by the PSAO Executive Director. By not disapproving a proposed

transaction, the PSAO Executive Director is in no way giving approval of the proposed transaction, or any of the terms or conditions thereof.

Section 3.8. Authorizing Body Contract Authorization Process. Pursuant to the Code, the University 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 University Board. The Academy shall seek a new contract by making a formal request to the PSAO Executive Director in writing at least one year prior to the end of the current Contract Term. The PSAO Executive Director 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 University 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 University Board as the most important factor of whether to issue or not issue a new contract. The University 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 University 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 3.9. University Board's Invitation to Academy to Apply For Conversion to Schools of Excellence. If the University Board is interested in accepting applications to issue contracts to charter Schools of Excellence under Part 6E of the Code, and the University Board determines that the Academy meets the University Board's and the Code's eligibility criteria for applying to convert the Academy to a School of Excellence, then the University 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 University 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 Contract Schedule 2: Bylaws. As set forth in the Resolution, a Director serves at the pleasure of the University Board, and may be removed with or without cause by the University Board or its designee(s) 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 University official, employee, or paid consultant, as a representative of the University; and
- (f) An individual simultaneously serving as an Academy Board member and having an ownership or financial interest in any real or personal property leased or subleased to the Academy.

Section 4.5. Prohibition of Identified Family Relationships. The Academy Board shall prohibit specifically identified family relationships pursuant to Applicable Law and the Terms and Conditions of this Contract. Notwithstanding any other provision of this Contract, the following shall be deemed prohibited familial relationships for the purposes of this Contract:

- (a) No person shall be appointed or reappointed to serve as an Academy Board member if the person's mother, mother-in-law, father, father-in-law, son,

son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or same-sex domestic partner:

- (i) Is employed by the Academy;
 - (ii) Works at or is assigned to work at the Academy;
 - (iii) Has an ownership, officer, policymaking, managerial, administrative non-clerical, or other significant role with the Academy's ESP or employee leasing company; or
 - (iv) Has an ownership or financial interest in any school building lease or sublease agreement with the Academy.
- (b) The Academy Board shall require each individual who works at the Academy to annually disclose any familial relationship with any other individual who works at, or provides services to, the Academy. For purposes of this subsection, familial relationship means a person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or same-sex domestic partner.

Section 4.6. Dual Employment Positions Prohibited. Any person working at the Academy is prohibited by law from being employed at the Academy in more than one full-time position and simultaneously being compensated for each position.

Section 4.7. Oath of Public Office. Academy Board members are public officials. Before entering upon the duties of a public school board member, each Academy Board member shall take, sign and file the constitutional oath of office at the Academy and file the same with the Public Schools Academy 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. Upon filing, the

Articles of Incorporation shall automatically be incorporated into this Contract. 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. Amended Bylaws shall automatically be incorporated into this Contract. 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 set by the Resolution and/or Authorization 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 all applicable testing that the Code or the Contract require. The Academy shall provide the PSAO 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 PSAO;
- (b) an assessment of the student performances at the end of each academic school year or at such other times as the University 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 PSAO; 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 PSAO 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 applicable. 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 PSAO.

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 University 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 University 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 PSAO a contract amendment, in a form and manner determined by the PSAO. The contract amendment shall include all information requested by the PSAO, 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 PSAO Executive Director shall review the contract amendment and make a recommendation to the University Board on whether the Academy's request for site expansion should be approved. A positive recommendation by the PSAO Executive Director of the contract amendment shall include a determination by the PSAO Executive Director that the Academy is operating in compliance with the Contract and is making measurable progress toward meeting the Academy's educational goals. The University Board may consider the Academy Board's site expansion request contract amendment following submission by the PSAO Executive Director of a positive recommendation. If the University 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 University 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 University or the University 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 University Board and outlined in the Oversight Agreement set forth as Schedule 4. In addition to the University 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 PSAO 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 University Board, intending that the University 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(s):

- (a) The Academy's proposed site is the same location as a public school that (i) is currently on the list under Section 1280c(1), MCL 380.1280c(1) or Section 1280g(3), MCL 380.1280g(3), as applicable; or (ii) has been on the list under MCL 380.1280c(1) or MCL 380.1280g(3), as applicable, during the immediately preceding 3 school years.
- (b) The Academy's proposed site is the same location of another public school academy, urban high school academy, school of excellence or strict discipline academy whose contract was revoked or terminated by an authorizing body under the applicable part or section of the Code.

ARTICLE VII

TUITION PROHIBITED

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

ARTICLE VIII

COMPLIANCE WITH APPLICABLE LAW

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 Employees Relation 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 as they are amended from time-to-time. 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 University 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 University 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 University Board through its designee. Except as provided in Section 6.12 of these Terms and Conditions, the University Board delegates to the President of the University or his or her designee the review and approval of changes or amendments to this Contract. In the event that a proposed change is not accepted by the President, the University Board may consider and vote upon a change proposed by the Academy following an opportunity for a presentation to the University Board by the Academy.

Section 9.3. Process for Amendment Initiated by the University Board. The University 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 University Board delegates to the President of the University or his or her designee 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 University 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 University Board or its designee. If the proposed amendment conflicts with any of the University Board's general policies on public school academies, the proposed amendment shall take effect only after approval by the Academy and the University 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 University 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 University Board shall conform to and be carried out in accordance with the change in Applicable Law.

Section 9.6. Emergency Action on Behalf of University 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. An emergency situation shall be deemed to occur if the PSAO Executive Director, in his or her sole discretion, determines that the facts and circumstances warrant that emergency action take place. Upon the determination that an emergency situation

exists, the PSAO Executive Director may temporarily take action on behalf of the University Board with regard to the Academy or the Contract, so long as such action is in the best interest of the University Board and the PSAO Executive Director consults with the President and the University Board Chairperson prior to taking the intended actions. When acting during an emergency situation, the PSAO Executive Director shall have the authority to act on behalf of the University 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 University Board; or (b) the next meeting of the University Board. The PSAO Executive Director shall immediately report such action to President and the University Board Chairperson for confirmation at the next meeting so that the emergency action continues or, upon confirmation by the University 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 University Board may revoke this Contract, pursuant to the procedures set forth in Section 10.6, upon a determination by the University Board in its sole and absolute discretion 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 University Board may revoke this Contract, where the Academy fails to fulfill in proper manner its obligations under the Contract, or the Academy's violation of any of the explicit or implicit terms, conditions, covenants, promises, agreements, representations, requirements or warranties contained or incorporated into the Contract as determined by the University in its sole and absolute discretion.

In addition, the Contract may be revoked by the University Board, pursuant to the procedures set forth in Section 10.6, upon a determination by the University Board in its sole and absolute discretion 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 PSAO that the Academy failed to fulfill the compliance and reporting requirements or there was a violation of a prior Contract issued by the University 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 PSAO's approval;
- (g) The PSAO or the PSAO Executive Director discovers negligent, fraudulent or criminal conduct by the Academy's applicant(s), directors, officers, employees or agents in relation to their performance under this Contract;
- (h) The Academy's applicant(s), directors, officers, employees or agents have provided false or misleading information or documentation to the PSAO in connection with the University Board's approval of the Application, the issuance of this Contract, or the Academy's reporting requirements under this Contract or Applicable Law; or
- (i) The Academy violates the site restrictions set forth in the Contract or the Academy operates at a site or sites without the prior written authorization of the University Board;
- (j) The University, its Trustees, officers, employees, agents or representatives are not included as third party beneficiaries under any Management Agreement entered into by the Academy for purposes of indemnifying such parties in accordance with Section 11.10 of the Terms and Conditions;
- (k) The Academy loses accreditation with the State; or
- (l) The Academy is in default of any current or future purchase agreement or lease for the site.

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 University Board is notified by the Department that either 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 or State’s Reform District 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 University Board or the Academy. The University Board’s revocation procedures set forth in Section 10.6 do not apply to an automatic revocation initiated by the State.

Following receipt of the State’s Automatic Closure Notice , the PSAO Executive Director 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 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 r 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 PSAO 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 PSAO Executive Director 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 PSAO Executive Director may recommend to the University Board that the Contract be terminated at the end of the current school year (hereinafter “Economic Hardship Termination”). If the University 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 University 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 PSAO Executive 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 PSAO Executive Director shall present the Academy Board’s request for termination to the University 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. Upon receipt of the Academy Board's request for termination, the University Board shall consider and vote on the proposed termination request. The University 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 University Termination of Contract. The University Board, in its sole discretion, also reserves the right to terminate the Contract before the end of the Contract Term (i) for any reason or for no reason provided that such termination shall not take place prior to the earlier of the end of the school year in which the Contract termination is requested or six (6) months from the date of the University Board's action; or (ii) if there is a change in Applicable Law that the University Board, in its sole discretion, determines impairs its rights and obligations under the Contract or requires the University Board to make changes in the Contract that are not in the best interest of the University Board or the University, then such termination shall take effect at the end of the current Academy fiscal year. Following University Board approval, the PSAO Executive Director shall provide notice of the termination to the Academy. If during the period between the University 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. University Board Procedures for Revoking Contract. The University Board's process for revoking the Contract is as follows:

(a) Notice of Intent to Revoke. The PSAO Executive 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 PSAO Executive 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 PSAO Executive 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 PSAO Executive 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 PSAO Executive 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 PSAO Executive Director shall develop a plan for correcting the non-compliance ("Plan of Correction") which may include reconstitution pursuant to Section 10.6(d) of these Terms and Conditions. In developing a Plan of Correction, the Charter Schools PSAO Executive 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 PSAO Executive 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) University Board's Contract Reconstitution Provision. The PSAO Executive 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/trustee to take over operations of the Academy or (v) closure of an Academy site(s). Reconstitution of the Academy does not prohibit 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) Effective Date of Revocation. If the University Board votes to revoke the Contract, the revocation shall be effective on the date of the University Board's act of revocation, or at a later date as determined by the University Board.

(f) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a decision by the University Board to revoke the Contract, may be withheld by the University Board or returned to the Michigan Department of Treasury upon request. The University 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 University Board's process for suspending the Contract is as follows:

(a) The PSAO Executive Director Action. If the PSAO Executive Director determines, in his or her sole discretion, that reasonable cause exists to believe 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 PSAO Executive Director may immediately suspend the Contract, pending completion of the procedures set forth in Section 10.6.

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

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 **Oakland** County, Michigan, the Michigan Court of Claims or the Federal District Court for the Eastern 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 . 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. Conservator; Appointment By University President. Notwithstanding any other provision of the Contract, in the event that the University President, in his or her sole discretion, determines that the health, safety and welfare of Academy students, property or funds are at risk, the University President, after consulting with the University 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 University President shall appoint the Conservator for a definite term which may be extended in writing at his or her sole 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 provision must be presented to the University 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, 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 the Code or this Contract or Applicable Law.

If this section has been implemented and the University Board determines the revocation to be appropriate, the revocation shall become effective immediately upon such decision.

Section 10.10 Academy Dissolution Account. If the University Board terminates, revokes or fails to issue a new Contract to the Academy, the PSAO Executive Director shall notify the Academy that, beginning thirty (30) days after notification of the University Board's decision, the University 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 PSAO Executive Director's notice, the Academy Board Treasurer shall provide the PSAO Executive Director, in a form and manner determined by the PSAO, 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.
- (b) 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 PSAO 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 PSAO.
- (c) 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.
- (d) 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 PSAO.
 - (ii) Within 30 days after making notification under subdivision (d)(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 PSAO.
 - (iii) After the Superintendent approves the Academy's deficit elimination plan, the Academy shall post the deficit elimination plan on the Academy's website.

- (e) 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:

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)	
<small>NOTE: Insurance carriers must have an AM Best Rating of "A - VII" or better</small>	
EFFECTIVE DATE: 07/01/12 -- MUSIC Board Approval Date: 12/15/2011	
COVERAGE	REQUIREMENTS
General or Public Liability (GL)	<p>Must be Occurrence form</p> <p>Must include Sexual Abuse & Molestation coverage which can be Occurrence or Claims Made. If this coverage is Claims Made the Retroactive Date must be the same or before date of original University PSA/SDA/UHS/SOE contract. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE.</p> <p>Must include Corporal Punishment coverage.</p> <p>\$1,000,000 per occurrence & \$2,000,000 aggregate.</p> <p>In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.</p> <p>University must be included as an Additional Insured with Primary and Non-Contributory Coverage.</p> <p>NOTE: SDA must also have Security/Police Professional Liability coverage with MINIMUM of \$1,000,000 limit which can be Occurrence or Claims Made. If this coverage is Claims Made, and the SDA goes out of business, the SDA needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the SDA.</p>

COVERAGE	REQUIREMENTS
Errors & Omissions (E&O)	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 University-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.
University 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

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

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.
	University must be included as Additional Insured with Primary and Non-Contributory Coverage.
See Umbrella section for higher limit requirements.	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
	Must include Employee Dishonesty coverage.
	Must include third party coverage.

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

M.U.S.I.C. INSURANCE COVERAGE REQUIREMENTS
for Public School Academies (PSA), Strict Discipline Academies (SDA)
Urban High Schools (UHS) & Schools of Excellence (SOE)

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

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

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 University and M.U.S.I.C. 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.

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

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 have a provision included in all policies requiring notice to the University Board, at least thirty (30) days in advance, upon termination or non-renewal of the policy. In addition, the Academy shall submit within ten (10) days of insurance renewal “Acord” copies of the insurance certificate of liability insurance and public school academy insurance verification document to the PSAO Executive Director, or upon request, submit copies of insurance policies binder sheets evidencing all insurance required by the Contract, and proof of naming University as additionally insured. The Academy shall properly maintain the necessary insurance certificates evidencing the insurance required by the Contract.

When changing insurance programs or carriers, the Academy must provide copies of the proposed policies to the University 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 PSAO.

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
	University 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 University-PSA contract
	\$1,000,000 per occurrence & \$3,000,000 aggregate PSA must be included as First Named Insured

	University 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
	University 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
	University 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 University’s insurance carrier periodically reviews the types and amounts of insurance coverages that the Academy must secure in order for the University to maintain insurance coverage for the authorization and oversight of the Academy. In the event that the University’s insurance carrier requests additional changes in coverage identified in this Section 11.2, the Academy agrees to comply with any additional changes in the types and amounts of coverage requested by the University’s insurance carrier 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 Oakland University Board of Trustees, Oakland University or any other authorizing body, or to enter into a contract that would bind the Oakland University Board of Trustees or Oakland University. The Academy also is 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 Oakland University Board of Trustees, Oakland University, or any of their Trustees, officers, employees, agents or representatives for any matters that arise under this Contract. The Oakland University Board of Trustees and Oakland University do not assume any obligation with respect to any person, be it Director, employee, agent, parent, guardian, student, or independent contractor of the Academy, and no person shall have the right or standing to bring suit against the Oakland University Board of Trustees or Oakland University, or any of their Trustees, 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 PSAO copies of its lease or deed for the premises in which the Academy shall operate in a form and manner consistent with any existing or future 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 PSAO may, from time to time during the term of this Contract, or amend Lease Policies and such adopted and/or 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 PSAO 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 PSAO 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 University 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 University 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 real estate leasing 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 PSAO 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 Oakland University and the University Board. The parties acknowledge and agree that the Oakland University Board of Trustees, Oakland University and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the **Choice Schools Associates** hereby promises to indemnify, defend and hold harmless Oakland University, Oakland University Board of Trustees and its members, and their respective officers, employees, agents or representatives in their official and personal capacities (collectively, the "University Indemnified") from and 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 any of the University Indemnified, 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 Oakland University, which arise out of or are in any manner connected with Oakland University Board of Trustees' approval of the Academy's application, Oakland University Board of Trustees' consideration of or issuance of a Contract, **Choice Schools Associates'** preparation for and operation of the Academy, or which are incurred as a result of the reliance by any of the University Indemnified upon information supplied by the **Choice Schools Associates**, or which arise out of the failure of the Choice Schools Associates to perform its obligations under the Contract or Applicable Law. The parties expressly acknowledge and agree that any of the University Indemnified may commence legal action against **Choice Schools Associates** to enforce its rights as set forth in this Agreement.”

“Agreement Coterminous With Academy's Contract. If the Academy's Contract issued by the Oakland University Board of Trustees 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. Choice Schools Associates 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 Oakland University Board of Trustees. 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, Choice Schools Associates 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 [insert name of Educational Service Provider] shall have no recourse against the Academy or the University Board for implementing such site closure or reconstitution.”

“Compliance with Section 12.18 of Contract Terms and Conditions. **Choice Schools Associates** 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 12.18(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. If instructed by the University, the Academy will put out for bid its ESP Management Agreement twelve (12) months before its current Management Agreement expires. 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 for 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 PSAO 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 PSAO 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 PSAO 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 PSAO 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 email, 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 Oakland University Board of Trustees: PSAO Executive Director
Oakland University
456 Pioneer Drive
Pawley Hall, Room 420J
Rochester, Michigan 48309-4482

If to the University General Counsel: General Counsel
Oakland University
Wilson Hall, Room 203
371 Wilson Boulevard
Rochester, MI 48309-4454

If to the Academy: **Academy Board President**
Four Corners Montessori Academy
1075 E. Gardenia Ave
Madison Heights MI 48071

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 University 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 University 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 **five (5)** years until June 30, 2028, unless sooner revoked or terminated according to the terms hereof.

Section 12.10. Indemnification. As a condition to receiving a grant of authority from the University Board to operate a public school pursuant to the terms and conditions of this Contract, the Academy agrees to indemnify, defend and hold the Oakland University Board of Trustees, Oakland University and its Board of Trustees members, officers, employees, agents, representatives, students and volunteers, in their official and personal capacities, harmless from and against any and all claims, demands, suits, damages, judgments or liabilities, losses or expenses, 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 University, which arise out of or are in any manner connected with the University Board's receipt, consideration or approval of the Application, the University 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 University Board as an authorizing body under Part 6A of the Code, the University 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 University Board, the University and its Board of Trustees 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 University 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 University.

Section 12.15. Reliance on Warranties. The Academy represents and warrants, intending the University to rely thereon, that it is and will remain in compliance with Applicable Law and each provision of this Contract. The Academy further represents and warrants, intending the University to rely thereon, that it has obtained and will maintain all the licenses, authorizations and permits necessary in connection with the performance of its obligations under this Contract.

Section 12.16. University Board or PSAO General Policies on Public School Academies Shall Apply. Notwithstanding any provision of this Contract to the contrary, and with the exception of existing University Board or PSAO policies regarding public school academies which shall apply immediately, any 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. If reasonable, before issuing general policies under this Section, the University Board or the PSAO 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 PSAO on the proposed policies before such policies shall become effective.

Section 12.17. 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 12.18. 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 12.19. Termination of Responsibilities. Upon termination or revocation of the Contract, the University 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 12.20. 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 12.21. Student Privacy. In order to protect the privacy of students enrolled at the Academy, the Academy Board, subject to Section 12.24, 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 University;

(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 University.

(b) The terms "education records" and "personally identifiable information" shall have the same meaning as defined in MCL 380.1136.

Section 12.22. Disclosure of Information to Parents and Legal Guardians. Subject to Section 12.24

(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 University Board, University, PSAO or to the educational management organization with which the Academy has a management agreement that has not been disapproved by the University;
- (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 University Board, University, PSAO
- (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 12.23. List of Uses for Student Directory Information; Opt Out Form; Notice to Student's Parent or Legal Guardian.

- (a) Subject to Section 12.24, 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 12.24. 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 12.25. 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 12.26. Statewide Safety Information Policy. The Academy shall adopt and adhere to the statewide school safety information policy required under section 1310 of the Code, MCL 380.1310. 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 12.27. Criminal Incident Reporting Obligation. Within twenty-four (24) hours after an incident occurs, the Academy shall provide a report to the Michigan State Police, in a form and manner prescribed by State Police, either of the following: (i) an incident involving a crime that must be reported under section 1310a(2) of the Code, MCL 380.1310a(2); or (ii) an incident, if known to the Academy, involving the attempted commission of a crime that must be reported under section 1310a(2) of the Code, MCL 380.1310a(2). Failure to comply may result in the Academy being ineligible to receive any school safety grants from the Michigan State Police for the fiscal year in which the noncompliance is discovered by State Police.

Section 12.28. 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 12.29. School Safety Liaison. The Academy Board shall designate a liaison to work with the School Safety Commission created under Section 5 of the Comprehensive School Safety Plan Act created under Public Act 548 of 2018, MCL 28.805 at sect and the Office of School Safety created under MCL 28.681. The Liaison shall be an individual employed or assigned to regularly and continuously work under contract in the school operated by the Academy. The Liaison shall work with the School Safety Commission and the Office of School Safety to identify mode practices for determining school safety measures.

Section 12.30. New Building Construction or Renovations. The Academy shall not commence construction on a new school building or the major renovation of an existing school building unless the Academy consults on the plans of the construction or major renovation regarding school safety issues with the law enforcement agency that is or will be the first responder for that school building. School building includes either a building intended to be used to provide pupil instruction or a recreational or athletic structure or field used by pupils.

Section 12.31. Annual Expulsion Report and Website Report on Criminal Incidents. On an annual basis, the Academy Board shall do the following:

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

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

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

As the designated representative of the Oakland University Board of Trustees, I hereby issue this Contract to the Academy on the date set forth above.

OAKLAND UNIVERSITY BOARD OF TRUSTEES

By: Ora Pescovitz
Ora Pescovitz, President

Date: 6/16/23

OU
Legal
SDC
6-5-23

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.

Four Corners Montessori Academy

By: _____
_____, Academy Board Designee

Date: _____

As the designated representative of the Oakland University Board of Trustees, I hereby issue this Contract to the Academy on the date set forth above.

OAKLAND UNIVERSITY BOARD OF TRUSTEES

By: _____
Ora Pescovitz, President

Date: _____

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.

Four Corners Montessori Academy

By: _____
_____, Academy Board Designee

Date: _____
6/16/2023

CONTRACT SCHEDULES

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

CONTRACT SCHEDULE 1
ARTICLES OF INCORPORATION

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the RESTATED ARTICLES OF INCORPORATION - NONPROFIT

for

FOUR CORNERS MONTESSORI ACADEMY

ID NUMBER: 70449Y

received by facsimile transmission on August 19, 2014 is hereby endorsed.

Filed on August 19, 2014 by the Administrator.

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



Sent by Facsimile Transmission

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 19th day of August, 2014.

***Alan J. Schefke, Director
Corporations, Securities & Commercial Licensing Bureau***

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS		
BUREAU OF COMMERCIAL SERVICES		
Date Received		(FOR BUREAU USE ONLY)
Joseph B. Urban Clark Hill PLC 151 S. Old Woodward Avenue Suite 200 Birmingham MI 48009		
		EFFECTIVE DATE:

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

RESTATED ARTICLES OF INCORPORATION
For Use by Domestic Nonprofit Corporations

OF

Four Corners Montessori Academy

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

The present name of the corporation is: Four Corners Montessori Academy.

The identification number assigned by the Bureau is: 70449Y

The Academy has not held any former names.

The date of filing of the original Articles was October 13, 2008.

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

ARTICLE I

The name of the corporation is: Four Corners Montessori Academy.

The authorizing body for the corporation is: Oakland University Board of Trustees ("University Board").

ARTICLE II

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

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

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

3. These Articles shall be effective August 8, 2014 or when endorsed by the State of Michigan.

ARTICLE III

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

The value of assets which the corporation possesses is:

Real Property: \$0.

Personal Property: \$266,414 in fixtures and school equipment (including Montessori manipulatives and classroom books and supplies). This value is dated as of August 6, 2014.

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

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

ARTICLE IV

The address of the registered office is:

975 Three Mile Road
Grand Rapids, MI 49544

The mailing address of the registered office is the same. The name of the resident agent at the registered office is Mr. Sid Faucette.

ARTICLE V

The corporation is a public school academy and a governmental agency performing essential public purposes and governmental functions of the State of Michigan. .

ARTICLE VI

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

ARTICLE VII

Before the issuance of a Contract to the corporation by the University Board, the method of selection, length of term, and the number of members of the Board of Directors of the corporation shall be approved by a resolution of the University Board as required by the Code.

ARTICLE VIII

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

ARTICLE IX

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

ARTICLE X

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

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

ARTICLE XI

These Articles of Incorporation shall not be amended except by the process provided in the Contract issued to the corporation by the University Board. This process is as follows:

The corporation, by a majority vote of its Board of Directors, may, at any time, propose specific amendments to these Articles of Incorporation or may propose a meeting to discuss potential revision to these Articles of Incorporation. The proposal will be made to the University Board through its designee. The University designee may review and approve amendments to these Articles of Incorporation, provided, however, if deemed material they must be reviewed and approved by the University's General Counsel, then by the University's Board of Trustees.

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

Amendments to the Articles of Incorporation take effect only after this process is completed and the Articles of Incorporation are filed with the Michigan Department of Licensing and Regulatory Affairs, Bureau of Commercial Services. In addition, the corporation shall file with the amendment a copy of the University Board's or its designee's approval of the amendment.

ARTICLE XII

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

ADOPTION OF ARTICLES

These Restated Articles of Incorporation were duly adopted on the 2nd day of April, 2014, in accordance with the provisions of Section 642 of the Act. These Restated Articles of Incorporation restate, integrate and do further amend the provisions of the Articles of Incorporation, and were duly adopted by the directors. The necessary number of votes were cast in favor of these Restated Articles of Incorporation.

Signed this 8th day of August, 2014

By: Cheryl D. Hatton
 Name: Cheryl D. Hatton
 Title: Board President

CONTRACT SCHEDULE 2

BYLAWS

AMENDED AND RESTATED BYLAWS
OF
FOUR CORNERS MONTESSORI ACADEMY

ARTICLE I

NAME

This organization shall be called Four Corners Montessori Academy (the “Academy” or “Corporation”).

ARTICLE II

FORM OF CORPORATION

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

ARTICLE III

OFFICES

Section 1. Principal Office. The principal office of the Corporation shall be located in the City of Madison Heights, County of Oakland State of Michigan.

Section 2. Registered Office. The registered office of the Corporation may be the same as the principal office of the Corporation, but in any event must be located in the State of Michigan, and be the business office of the resident agent, as required by the Michigan Nonprofit Corporation Act. Changes in the resident agent and registered address of the Academy must be filed with the Michigan Department of Licensing and Regulatory Affairs, Commercial Services and reported to the Public School Academies Office.

ARTICLE IV

BOARD OF DIRECTORS

Section 1. General Powers. The business, property and affairs of the Corporation shall be managed by the Academy Board of Directors (“Academy Board”). The Academy Board may exercise any and all of the powers granted to it under the Michigan Non-Profit Corporation Act or pursuant to Part 6A of the Revised School Code (“Code”). The Academy Board may delegate such powers to the officers and committees of the Academy Board as it deems necessary, so long as such delegation is consistent with the Articles, these Bylaws, the Contract and Applicable Law.

Section 2. University Board Resolution Establishing Method of Selection, Length of Term and Number of Academy Board Members. The method of selection and appointment, length of term, number of directors, oath of public office requirements, tenure, removal, resignation, compensation and prerequisite qualifications for members of the Academy Board shall comply with the resolution adopted by the Oakland University Board of Trustees (the "University Board").

ARTICLE V

MEETINGS

Section 1. Annual and Regular Meetings. The Academy Board shall hold an annual meeting each year, as well as monthly meetings thereafter. The Academy Board shall provide, by resolution, the time and place, within the State of Michigan, for the holding of regular monthly meetings. The Academy Board shall provide notice of the annual and all regular monthly and special meetings to the Public School Academies Office and as required by the Open Meetings Act.

Section 2. Special Meetings. Special meetings of the Academy Board may be called by or at the request of the Academy Board President or any Director. The person or persons authorized to call special meetings of the Academy Board may fix the place within the State of Michigan for holding any special meeting of the Academy Board called by them, and, if no other place is fixed, the place of meeting shall be the principal business office of the Corporation in the State of Michigan. The Corporation shall provide notice of all special meetings to the Public School Academies Office and as required by the Open Meetings Act.

Section 3. Quorum. In order to legally transact business, the Academy Board shall have a quorum physically present at a duly called meeting of the Academy Board. A "quorum" shall be defined as follows:

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

Section 4. Manner of Acting. The Academy Board shall be considered to have "acted," when a duly called meeting of the Academy Board has a quorum present and the number of Academy Board members voting in favor of an action is as follows:

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

If less than a quorum is present at a meeting, a majority of the Academy Board then present can adjourn the meeting, providing such notice as is required under the Open Meeting Act.

Section 5. Open Meetings Act. All meetings and committee meetings of the Academy Board shall at all times be in compliance with the Open Meetings Act.

Section 6. Notice to Directors. The Academy Board shall provide notice of any meeting to each Director stating the time and place of the meeting, with the delivery of such notice personally, by mail, facsimile or electronic mail to each Director at the Director's personal address or electronic mail address. If mailed, such notice shall be deemed to be delivered in the United States mail so addressed, with postage thereon prepaid. If notice is given by facsimile or electronic mail, such notice shall be deemed delivered when it is sent. Any Director may waive notice of any meeting by written statement sent by the Director to the Academy Board Secretary before or after the holding of the meeting. A Director's attendance at a meeting constitutes a waiver of the notice of the meeting required under this Section, except where a Director attends a meeting for the express purpose of objecting to the transaction or any business because the meeting is not lawfully called or convened.

Section 7. Votes By Directors. The Academy Board meeting minutes shall reflect the vote, whether in favor, in opposition or in abstention, of each Director present at the meeting.

ARTICLE VI

COMMITTEES

Section 1. Committees. The Academy Board, by resolution, may designate one or more committees, each committee to consist of one or more Directors selected by the Academy Board. As provided in the resolution as initially adopted, and as thereafter supplemented or amended by further resolution, the committees shall have such powers as delegated by the Academy Board, except (i) action in respect to the fixing of compensation for or the filling of vacancies on the Academy Board or in the offices of the Academy Board or committees created pursuant to this Section; (ii) amendments to the Articles of Incorporation or Bylaws; or (iii) any action the Academy Board cannot lawfully delegate under the Articles, the Contract, the Bylaws or Applicable Law. All committee meetings shall at all times be in compliance with the Open Meetings Act. Each committee shall fix its own rules governing the conduct of its activities and shall make such reports to the Academy Board of its activities as the Academy Board may request.

ARTICLE VII

OFFICERS OF THE BOARD

Section 1. Number. The officers of the Corporation shall be a President, Vice-President, Secretary, Treasurer, and such Assistant Treasurers and Assistant Secretaries or other officers as may be selected by the Academy Board.

Section 2. Election and Term of Office. The Academy Board shall elect its initial officers at its first duly noticed meeting. Thereafter, officers shall be elected annually by the Academy Board at the Corporation's annual meeting. If the election of officers is not held at that meeting, the election shall be held as soon thereafter as may be convenient. Each officer shall hold office while qualified or until the officer resigns or is removed in the manner provided in Section 3.

Section 3. Removal. Any officer or agent elected or appointed by the Academy Board may be removed by a majority vote by the Academy Board whenever in its judgment the best interests of the Corporation would be served thereby.

Section 4. Vacancies. A vacancy in any office shall be filled by appointment by the Academy Board for the unexpired portion of the term of the vacating officer.

Section 5. President. The President of the Corporation shall be a member of the Academy Board. The President of the Corporation shall preside at all meetings of the Academy Board. If there is not a President, or if the President is absent, then the Vice-President shall preside. If the Vice-President is absent, then a temporary chair, chosen by the members of the Academy Board attending the meeting shall preside. The President shall be an ex officio member of any standing committees and when designated by the Academy Board, Chairperson of any standing committee established by the Academy Board. The President shall, in general, perform all duties incident to the office of President of the Academy Board as may be prescribed by the Academy Board from time to time.

Section 6. Vice-President. The Vice-President of the Corporation shall be a member of the Academy Board. In the absence of the President or in the event of the President's death, inability or refusal to act, the Vice-President shall perform the duties of President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice-President shall perform such other duties as from time to time may be assigned to the Vice-President by the President or by the Academy Board.

Section 7. Secretary. The Secretary of the Corporation shall be a member of the Academy Board. The Secretary shall: (a) keep the minutes of the Academy Board meetings in one or more books provided for that purpose; (b) see that all notices, including those notices required under the Open Meetings Act, are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the Corporation and see that the seal of the Corporation is affixed to all authorized documents; (d) keep a register of the post office address of each Director; and (e) perform all duties incident to the office of Secretary and other duties assigned by the President or the Academy Board.

Section 8. Treasurer. The Treasurer of the Corporation shall be a member of the Academy Board. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the Corporation; (b) keep accurate books and records of corporate receipts and disbursements; (c) deposit all moneys and securities received by the Corporation in such banks, trust companies or other depositories as shall be selected by the Academy Board; (d) complete all required corporate filings; (e) assure that the responsibilities of the fiscal agent of the Corporation are properly carried out; and (f) in general perform all of the duties incident to

the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Academy Board.

Section 9. Assistants and Acting Officers. The Assistants to the officers, if any, selected by the Academy Board, shall perform such duties and have such authority as shall from time to time be delegated or assigned to them by the Secretary or Treasurer or by the Academy Board. The Academy Board shall have the power to appoint any person to perform the duties of an officer whenever for any reason it is impractical for such officer to act personally. Such acting officer so appointed shall have the powers of and be subject to all the restrictions upon the officer to whose office the acting officer is so appointed except as the Academy Board may by resolution otherwise determine.

Section 10. Salaries. Officers of the Academy Board, as Directors of the Corporation, shall not be compensated for their services. By resolution of the Academy Board, Directors and officers of the Corporation may be reimbursed for reasonable expenses incident to their duties.

Section 11. Filling More Than One Office. Subject to the statute concerning the Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being Sections 15.181 to 15.185 of the Michigan Compiled Laws, any two offices of the Corporation except those of President and Vice-President may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity.

ARTICLE VIII

CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS

Section 1. Contracts. The Academy Board may authorize any officer(s), agents, assistant(s) or acting officer(s), to enter into any contract, to execute and deliver any instrument, or to acknowledge any instrument required by law to be acknowledged in the name of and on behalf of the Corporation. Such authority may be general or confined to specific instances, but the appointment of any person other than an officer to acknowledge an instrument required by law to be acknowledged should be made by instrument in writing. When the Academy Board authorizes the execution of a contract or of any other instrument in the name of and on behalf of the Corporation, without specifying the executing officers, the President or Vice-President, and the Secretary or Treasurer may execute the same and may affix the corporate seal thereto. No contract entered into, by or on behalf of the Academy Board, shall in any way bind Oakland University or impose any liability on Oakland University, the University Board, its trustees, officers, employees or agents.

Section 2. Loans. No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Academy Board. Such authority may be general or confined to specific instances. No loan, advance, overdraft or withdrawal by an officer or Director of the Corporation, other than in the ordinary and usual course of the business of the Corporation, shall be made or permitted. No loan entered into, by or on behalf of the Academy Board, shall in any way be considered a debt or obligation of Oakland University or impose any liability on Oakland University, the

University Board, its trustees, officers, employees or agents. To avoid creating or perpetuating circumstances in which the possibility of favoritism, conflicts of interest, or impairment of efficient operations may occur, the Corporation will not issue a debt instrument (e.g. loan agreement, promissory note, mortgage, line of credit, etc.) to any person employed by the Corporation or any person who serves on the Academy Board. This prohibition also applies to the issuance of a debt instrument to an entity owned or closely related to any Corporation employee or Academy Board member.

Section 3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents, of the Corporation and in such manner as shall from time to time be determined by resolution of the Academy Board.

Section 4. Deposits. Consistent with section 1221 of the Code, the Treasurer of the Academy shall deposit the funds of the Academy in a financial institution or in a joint investment authorized by the Code. All additional funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or other depositories as the Academy Board may select, provided that such financial institution is eligible to be a depository of surplus funds under Section 6 of Act No. 105 of the Public Acts of 1855, as amended, being MCL 21.146 of the Michigan Compiled Laws.

Section 5. Voting of Securities Owned by this Corporation. Subject always to the specific directions of the Academy Board, any shares or other securities issued by any other Corporation and owned or controlled by this Corporation may be voted at any meeting of security holders of such other Corporation by the President of this Corporation or by proxy appointed by the President, or in the absence of the President and the President's proxy, by the Secretary or Treasurer of this Corporation or by proxy appointed by the Secretary or Treasurer. Such proxy or consent with respect to any shares or other securities issued by any other corporation and owned by this corporation shall be executed in the name of this Corporation by the President, the Secretary or the Treasurer of this Corporation without necessity of any authorization by the Academy Board, affixation of corporate seal or countersignature or attestation by another officer. Any person or persons designated in the manner above stated as the proxy or proxies of this Corporation shall have full right, power and authority to vote the shares or other securities issued by such other corporation and owned by this Corporation the same as such shares or other securities might be voted by this Corporation. This section shall in no way be interpreted to permit the Corporation to invest any of its surplus funds in any shares or other securities issued by any other corporation. This section is intended to apply, however, to all gifts, bequests or other transfers of shares or other securities issued by any other corporation which are received by the Corporation.

Section 6. Contracts Between Corporation and Related Persons; Persons Ineligible to Serve as Directors. Pursuant to the Code, each Director, officer or employee of the Academy shall comply with the Incompatible Public Office statute, Act No. 566 of the Public Acts of 1978, being sections 15.181 to 15.185 of the Michigan Compiled Laws, and the Contracts of Public Servants with Public Entities, Act No. 317 of the Public Acts of 1968, being sections 15.321 to 15.330 of the Michigan Compiled Laws. The Academy Board shall ensure compliance with the Contract and Applicable Law relating to conflicts of interest.

ARTICLE IX
INDEMNIFICATION

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

ARTICLE X
FISCAL YEAR

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

ARTICLE XI
AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by (a) 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 for such meetings, (b) meeting any additional requirements set forth in the Contract to charter between the Academy and the University Board and (c) obtaining the written approval of the changes or amendments by the University President or his designee. Amendments to these Bylaws take effect only after they have been approved by both the Corporation's Academy Board and by the University Board or its designee.

ARTICLE XI
CONTRACT DEFINITIONS

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

CERTIFICATION

The Academy Board certifies that these Amended and Restated Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by a majority vote of the Academy Board of Directors, a quorum being present, on the 2 day of April, 2014.


Secretary

CONTRACT SCHEDULE 3
FISCAL AGENT AGREEMENT

SCHEDULE 3

FISCAL AGENT AGREEMENT

This Agreement is part of the Contract issued by the Oakland University Board of Trustees ("University), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to Four Corners Montessori Academy, a public school academy.

Preliminary Recitals

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

WHEREAS, the University 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 University or an officer or employee of Oakland University.

"Other Funds" means any other public or private funds which the Academy receives and for which the University 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 University is the Fiscal Agent for the Academy for the limited purpose of receiving State School Aid Payments. By separate agreement, the University and the Academy may also agree that the University 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 3.02.

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 Board of Directors of the Academy 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 Aid School 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 a portion of its 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.

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. 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 as 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. The Academy shall be directly responsible for reimbursing the State for any overpayments of State School Aid Payments. At its option, the State may reduce subsequent State School Aid Payments by the amount of the overpayment or may seek collection of the overpayment 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 account of all transactions relating to the receipts and disbursements 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.

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 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 loss 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.

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 Oakland University Board of Trustees to Four Corners Montessori Academy.

Alyson Hayden

BY: _____

Alyson Hayden, Director
Bureau of State and Authority Finance
Michigan Department of Treasury

Date: December 2 ____, 2022

CONTRACT SCHEDULE 4
OVERSIGHT AGREEMENT

SCHEDULE 4

OVERSIGHT AGREEMENT

This Agreement is part of the Contract issued by the Oakland University Board of Trustees ("University"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to Four Corners Montessori Academy (the "Academy"), a public school academy.

Preliminary Recitals

WHEREAS, the University, 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.

"Public Schools Academy Office" (PSAO) means the office designated by the University as the initial point of contact for public school academy applicants and public school academies authorized by the University. The PSAO is responsible for administering the Oversight Responsibilities with respect to the Contract.

"Oversight Responsibilities" means the University'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 PSAO, as it deems necessary to fulfill the University 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 University 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 University.
- d. Institute action pursuant to the terms of the Contract to suspend, revoke or amend 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 University Board or its designee.
- j. Evaluate whether the Michigan state standardized assessment(s), nationally recognized norm-referenced achievement test(s) or other assessment programs selected by the

Academy are or have been appropriately administered 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 PSAO in accordance with the Master Calendar of Reporting Requirements adopted by the PSAO. The Master Calendar may be amended from time to time as deemed necessary by the PSAO Executive Director.

b. Submit quarterly financial reports to the PSAO in a form and manner determined by the PSAO. Submit other financial reports as established by the PSAO.

c. Permit inspection of the Academy's records and/or premises at any reasonable time by the PSAO.

d. Report to the PSAO and General Counsel for the University within ten (10) business days of receipt of notice any litigation or formal proceedings alleging violation of any Applicable Law by the Academy.

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 PSAO within ten (10) business days of submission .

f. Provide proposed minutes of all Academy Board of Directors' meetings to the PSAO no later than ten (10) business days after such meeting, and provide approved final minutes to the PSAO within five (5) business days after the minutes are approved.

g. Submit to the PSAO prior to the issuance of the Contract, copies of insurance policies evidencing all insurance as required by the Contract and proof of naming of University as an additional insured. The Public Schools Academy will properly maintain the necessary insurance certificates evidencing the insurance required by this Agreement.

h. Submit to the PSAO 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 PSAO, copies of all fire, health and safety approvals required by Applicable Law for the operation of a school.

j. Submit annually to the PSAO, 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 Public School Academy 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 PSAO 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 PSAO of any changes to the Academy Board public meeting schedule. All of the Academy Board's public meetings will be conducted in compliance with the Michigan Open Meetings Act, MCL 15.261, et seq.

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 September 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 will make budget revisions in a manner prescribed by law. Within ten (10) 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. Submit to the PSAO, the official enrollment of the Academy, once each semester after the official count date for the state of Michigan.

p. Submit to the PSAO immediately upon receipt of the Academy Board, copies of any and all documents, materials and other items provided or submitted to the Academy Board,

regardless of the identity of the party providing or submitting such information (unless the disclose of such information would breach the Academy's attorney-client privilege), and regardless of whether such items are submitted or provided before, during or after an open or closed meeting of the Academy Board.

r. Permit attendance of personnel of the PSAO Office or their designee(s) to the Academy Board's closed meeting sessions. The Academy will provide the Academy Office with reasonable notice of any such meeting.

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 University or its designee and the Academy may agree to modify or waive any of the Oversight Duties or Compliance Certification Duties. The University may delegate its Oversight Duties, or any portion of its Oversight Duties, to an officer of the University 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 PSAO.

Section 3.02 Filing Place. All documents and information required to be filed with or submitted to the University pursuant to this Agreement will be submitted to the Public School Academy Office, School of Education and Human Services, Oakland University, 420 Pawley Hall, 456 Pioneer Drive, Rochester, MI 48309-4482.

ARTICLE IV

MISCELLANEOUS

Section 4.01. Administrative Fee. The Academy agrees to pay to the University an administrative fee of 3% of the State School Aid Payments received by the Academy. This fee shall be retained by the University from each State School Aid Payment received by the University Board for forwarding to the Academy. This fee shall compensate the University for overseeing the Academy's compliance with the Contract and all Applicable Law and other related activities for which compensation is permissible.

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 University by this Agreement.

ARTICLE V

TRANSPARENCY PROVISION

Section 5.01. Information to Be Made Publicly Available by the Academy and ESP. The following described categories of information are specifically included within those to be made available by the Academy to the public in the manner prescribed by the Michigan Department of Education and other Applicable Law, and the Public Schools Academy Office, in accordance with Section 12.18 of the Terms and Conditions:

A. Information to Be Made Publicly Available by the Academy.

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 Public Schools Academy Office
11. Copy of curriculum and other educational materials given to the Public Schools Academy 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) and annual compensation and

reimbursed costs paid to an ESP

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 back-ground 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. Overall student academic performance compared to the assessment strategies, measures and goals required by the Contract
31. 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 12.18 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

Student Advocate / Behavior Support Specialist
Job Description

SUPERVISOR:	Principal
EMPLOYED BY:	CSA
CLASSIFICATION:	Exempt or non-exempt, Full-time or part-time
JOB GOAL:	Provide guidance and advocacy to students to ensure they meet academic and behavioral requirements to move to the next grade level and provide safety and security for all students and families. This position will support and uphold the mission and vision of the academy.

ESSENTIAL PERFORMANCE RESPONSIBILITIES:

- Communicates accurately and timely with students and their families to ensure a continuous school-family partnership exists.
- Links students and their families to school and community resources.
- Evaluates student progress including attendance, academic, and behavioral data.
- Coordinates with community partners to build resources.
- Uses restorative justice process to focus on repairing harm through inclusive processes that engage all stakeholders, shifting the focus of discipline from punishment to learning from the individual to the community.
- Makes home visits to obtain information about students.
- Keeps accurate and timely records of student information in Powerschool, as well as parent, staff, and community contacts.
- Participates in stakeholder conferences to develop student action plans.
- Assists with the supervision of students during instructional and non-instructional time.
- Supports a positive school climate while interacting with students, families, staff and community members.
- Guides children in working and playing harmoniously and safely with other children.
- Maintains confidentiality when dealing with students, families, staff, and community members.
- Performs moderate to extensive physical activity including frequent standing or walking.
- Facilitates social and emotional growth with students.
- Improves professional competence through professional development.
- Provides an atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and development of responsible citizenship.
- Implements proactive behavior and learning strategies under the direction of the classroom teacher.
- Assumes other duties as assigned by the Principal.

PROFESSIONAL DEVELOPMENT & LEADERSHIP:

- Participates in regularly scheduled meetings and sharing of relevant information.
- Shares responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy.
- Conducts himself or herself according to professional, ethical principles.
- Displays personal qualities, which reflect favorably upon the individual, the group, and the Academy.

REQUIREMENTS:*Minimum Requirements:*

- Associate's degree.
- Excellent verbal and written communication skills.
- Ability to work effectively with school personnel and students in a diverse school community.
- Solid record of punctuality.
- Excellent organizational and leadership skills.
- Experience working with At-Risk students.

Desired Requirements:

- Bachelor's degree.

WORK ENVIRONMENT:

While performing duties of this job, the employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. The lighting in the work environment is usually well lit and appropriate for a classroom setting.

TERMS OF EMPLOYMENT:

Salary and work schedule established by CSA approved by the Academy Board via the annual school operating budget and calendar approval process.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify, and ICHAT clearance.

EVALUATION:

The Principal and designated CSA employees evaluate job performance through systematic input from various primary internal and external stakeholders.

Bookkeeper Job Description

SUPERVISOR:	Principal
EMPLOYED BY:	CSA
CLASSIFICATION:	Exempt, Full-time
JOB GOAL:	To assure the smooth and efficient operation of the Academy office as the communications and operations center for the partnership between internal and external stakeholders in achieving educational excellence for all children. This position will support and uphold the mission and vision of the Montessori academy.

ESSENTIAL PERFORMANCE RESPONSIBILITIES:

OFFICE SERVICES:

- Completes compliance submission tasks as required by the Academy's authorizer and state and federal standards.
- Organizes compliance timelines and keeps on task for each deadline.
- Demonstrates unwavering confidentiality at all times.
- Performs usual office routines as needed and required by the Principal.
- Performs secretarial and administrative support functions as needed.
- Designs and implements office policies with approval by the Principal.
- Organizes office operations and procedures.
- Prepares accurate payroll information, including time sheets, to submit biweekly to the corporate payroll department.
- Manages office operations including office and teacher coverage during open hours.
- Oversees the correct and mandatory information is available on the Academy's website at all times.
- Handles and prepares correspondence for the Principal and Academy Board, as requested.
- Collects all funds from such items as lunch, child care, and fundraising on a daily basis.
- Completes deposit of all Academy funds into bank on a regular schedule.

CUSTOMER SERVICE AND COMMUNITY RELATIONS:

- Maintains a positive and professional manner at all times.
- Demonstrates positive customer service and community relations with all people.
- Applies positive customer service to the role as Bookkeeper and is always perceived as a team member by the staff.



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- Retains a positive attitude toward all students and families in a friendly and helpful manner.
- Answers questions by students, parents, and/or guardians pertaining to the student's academic standing in a standard established by the Principal.
- Provides tours of and information about the Academy when inquiries are made by community members.
- Shares responsibility for marketing the Academy in the community.

Maintenance of Office Records:

- Maintains student records and student enrollment information as required by law and local policy in a secured and locked location.
- Prepares for audits, as required, and will be available on site to answer any questions by auditors for any compliance submission.
- Maintains the daily teacher attendance record and substitute teacher records.
- Processes enrollment and exit procedures for all students to keep student information system updated for all student compliance counts.
- Prepares all required reports in a timely manner to meet all deadlines set forth by authorizers and state and federal timelines.
- Maintains all appropriate records for compliance submissions.
- Keeps accurate records on students as it relates to lost and damaged textbooks, technology equipment, etc.
- Ensures accurate transfer of student files and records to other educational entities.
- Assumes other responsibilities assigned by the Principal.

FINANCIAL RESPONSIBILITIES:

- Carries out financial operations at the Academy level, including payroll, purchasing, and financial accounting as required by the corporate finance department.
- Participates with auditors in all pupil accounting audits with accurate information and records.
- Collects fines from students for any lost or damaged textbooks, technology equipment, etc., and deposits into bank on a regular basis.
- Maintains files on all purchase orders and verifies receipt of materials against packing slips. Checks packing slips against invoices for approval of payment to vendors.
- Maintains all vendor files including check copies for each payment made to vendor.
- Makes regular deposits to bank.

OPERATIONAL RESPONSIBILITIES:

- Operates all office equipment (telephones, computer, copier, fax machine, etc.).



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- Maintains and replenishes office supply and classroom supply inventory as needed and as requested by the Principal.
- Supports front office staff with all operations including answering phones and helping students and families.
- Assumes responsibility for any office, finance, compliance questions from the Principal.

OTHER:

- Assumes other duties assigned by the Principal and CSA.

REQUIREMENTS:

Minimum Requirements:

- High school diploma or equivalent.
- Bookkeeping experience.
- Excellent verbal and written expression.
- Excellent organizational skills.
- Ability to positively communicate with students, staff, and parents.
- Ability to hold oneself to the highest level of confidentiality.
- Reputation of self-control and sound interpersonal skills.
- Exemplary work habits verified by previous employer.
- Must show positive and professional attitude and at all times.
- Computer skills in data processing, bookkeeping, spreadsheets, data bases, and research.
- Solid record of punctuality.
- Must be at least 18 years of age.
- Holds a current State of Michigan Driver's License.

Desired Requirements:

- Associate's degree or at least five years in a bookkeeping profession preferred.
- Experience in a school setting with school-age children.

WORK ENVIRONMENT:

The work environment is in a standard office setting including standard office equipment (fax, copier, phone, computer, etc.). The noise level in the work environment is usually low to moderate. The lighting in the work environment is usually well lit and appropriate for an office setting.



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TERMS OF EMPLOYMENT:

Salary and work schedule established by CSA and approved by the Academy Board via the annual school operating budget and calendar approval process.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify, and ICHAT clearance.

EVALUATION:

The Principal and designated CSA employees evaluate job performance through systematic input from various primary internal and external stakeholders.

STATEMENT OF UNDERSTANDING:

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

Signature of Employee

Date Signed

Printed Name of Employee

Date Signed

Signature of Supervisor

Date Signed

Printed Name of Supervisor

Date Signed

CHILD CARE WORKER

Job Description

REPORTS TO: Principal
EMPLOYED BY: Choice Schools Associates, L.L.C.

REQUIREMENTS:

Minimum Requirements:

- High school diploma or equivalent.
- Must be at least 18 years of age.
- Must meet all requirements established by the DLARA's BCHS.
- Ability to walk, lift up to 100 pounds, climb, bend, reach and kneel.
- Ability to communicate with students, staff and guardians in a professional manner.
- Excellent verbal and written expression using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.
- Strong interpersonal skills.

Desired Requirements:

- Knowledge of and skills working with At-Risk students.
- Experience in an educational setting with school-age children.

JOB GOAL:

Supervising the activities of children enrolled in the latchkey program and maintaining a clean and safe classroom environment for the children.

ESSENTIAL PERFORMANCE RESPONSIBILITIES:

CURRICULUM & INSTRUCTION

- Coordinates assigned age appropriate activities for developmental growth.
- Assists in keeping the classroom neat, clean and orderly to provide work and study areas conducive to learning.
- Collects and displays suitable materials for bulletin boards and other educational displays.
- Uses resources effectively to support learning activities in the classroom, the Academy and the community.



In our communities everyone thrives.

CLASSROOM MANAGEMENT

- Works cooperatively with guardians.
- Guides children in working and playing harmoniously with other children.
- Monitors children for the purpose of providing a safe and positive learning environment.
- Demonstrates genuine concern for students in a climate characterized by high personal and student expectations.
- Promotes responsible citizenship through actions as a role model.
- Provides a classroom atmosphere based on the principles of firm, fair and consistent practices, respect for individual children and development of responsible citizenship.

STUDENT ACQUISITION & RETENTION

- Shares responsibility for marketing the Academy in the community.

PROFESSIONAL DEVELOPMENT & LEADERSHIP

- Participates in the development of policies and regulations that affect instruction and conditions of success.
- Conducts himself or herself according to professional, ethical principles.
- Displays personal qualities, which reflect favorably upon the individual, the group and the Academy.
- Assumes other responsibilities assigned by the Principal.

FACILITIES:

- Assumes responsibility for the orderliness of the learning environment and the appropriate and safe use of instructional facilities and equipment.

WORK ENVIRONMENT:

While performing duties of this job, the employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. The lighting in the work environment is usually well lit and appropriate for a classroom setting.

TERMS OF EMPLOYMENT:

Salary and work schedule established by Choice Schools Associates, L.L.C. and approved



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by the Academy Board via the annual school operating budget and calendar approval process.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify and ICHAT clearance.

EVALUATION:

The Principal and Licensing Program Coordinator will evaluate job performance through systematic input from various primary internal and external stakeholders.

STATEMENT OF UNDERSTANDING:

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

Signature of Employee

Date Signed

Printed Name of Employee

Date Signed

Signature of Supervisor

Date Signed

Printed Name of Supervisor

Date Signed

CUSTODIAN JOB DESCRIPTION

SUPERVISOR:	School Leader
EMPLOYED BY:	Choice Schools Associates, L.L.C.
JOB GOAL:	To provide students with a safe, attractive, comfortable, clean and efficient educational setting.

ESSENTIAL PERFORMANCE RESPONSIBILITIES:

- Keeps buildings and premises, including walkways, parking lot and play areas neat and clean at all times.
- Regulates heat, ventilation and air conditioning systems to provide temperatures appropriate for the season and ensures economical usage of fuel, water and electricity.
- Changes air filters quarterly.
- Shovels, plows and salts sidewalks, driveways, parking areas and steps, as appropriate.
- Checks daily to ensure exit doors are open and all panic bolts are working properly during the hours of building occupancy.
- Raises the United States flag at or before 8 a.m. on each school day and lowers it at or after 3:30 p.m.
- Sweeps or vacuums classrooms daily; dusts furniture.
- Cleans daily the corridors after school and during the day when the condition requires it.
- Scrubs, hoses down, and disinfects bathroom floors and cleans all sanitary fixtures and drinking fountains on a daily basis.
- Washes all windows on both the inside and outside at least twice each year and more frequently if necessary.
- Keeps the grounds free from rubbish.
- Performs such yard-keeping chores as grass cutting and tree trimming, as necessary, to maintain the school grounds in a safe and attractive condition.
- Maintains all floors in a clean and attractive condition.
- Makes minor building repairs, including but not limited to painting, changing light bulbs, and replacing ceiling tiles.
- Promptly reports major repairs needed to the School Leader.
- Regularly maintains a schedule of all motors and other mechanical equipment requiring scheduled servicing.
- Reports any damage to school property.
- Remains on the school property during school hours and during non-school hours when the use of the building has been authorized and attendance is required by the School Leader.

- Assumes responsibility for the opening and closing of the building each school day and for determining that all doors and windows are secured and that all lights, except those left on for safety reasons, are turned off.
- Keeps an inventory of supplies, equipment and fuel on hand.
- Conducts an ongoing program of general maintenance, upkeep and repair.
- Moves furniture or equipment within buildings as required for various activities and as directed by the School Leader.
- Complies with local laws and procedures for the storage and disposal of trash, rubbish and waste.
- Assumes responsibility for the safe condition of outdoor structures.
- Conducts periodic inspections and tests of all electrical installations in the school to ensure their safe condition.
- Coordinates and works with volunteers in their efforts to beautify Academy grounds.
- Assumes other responsibilities assigned by the School Leader.

REQUIREMENTS:

Minimum Requirements:

- Must be at least 18 years of age.
- High school diploma or equivalent.
- Demonstrate aptitude and competence for assigned responsibilities.
- Ability to work effectively with school personnel and students in a diverse school community.
- Solid record of punctuality.

Desired Requirements:

- Custodial experience in a school setting.
- Knowledge of and skills working with At-Risk students.

WORK ENVIRONMENT:

While performing duties of this job employee maybe required to walk, lift up to 100 pounds, climb, bend, reach and kneel. While performing duties of this job, employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. Tasks may include working alone in the following situations: with ladders of various lengths, with equipment and chemicals, which can be hazardous when not properly handled, and up on rooftops.

TERMS OF EMPLOYMENT:

Salary and work schedule established by Choice Schools Associates, L.L.C. and approved by the Academy Board via the annual school operating budget and calendar approval process.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify and ICHAT clearance.

EVALUATION:

The School Leader will evaluate job performance through systematic input from various primary internal and external stakeholders.

STATEMENT OF UNDERSTANDING:

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

Signature of Employee

Date Signed

Printed Name of Employee

Date Signed

Signature of Supervisor

Date Signed

Printed Name of Supervisor

Date Signed

FOUR CORNERS MONTESSORI ACADEMY
CHOICE SCHOOLS ASSOCIATES LLC.
HEADMASTER
JOB DESCRIPTION
Date Written: March 10, 2013

SUPERVISOR: Superintendent of Choice Schools Associates LLC

SUPERVISES: Staff members designated by the Chief Executive Officer of Choice Schools Associates LLC.

CLASSIFICATION: Exempt, Full-time

JOB GOAL: To provide leadership to ensure the achievement of education, business management, school development, parent involvement, customer services, and accountability goals. To create excellent conditions for working and learning, and to improve student achievement, parent satisfaction, and community support.

ESSENTIAL PERFORMANCE RESPONSIBILITIES:

- **SCHOOL DEVELOPMENT:**
 - Leads the implementation of activities to meet and exceed the measurable goals for the Academy.
 - Prepares or oversees the preparation of reports, lists, and all other paperwork for which the Principal is responsible.
 - Assumes responsibility for observance of Board policies and regulations.
 - Budget school time to provide for efficient use of time for instruction and business.
 - Establishes a master schedule to ensure compliance with instructional time requirements and Academy.
 - Leads the ongoing development of the instructional program and student activities program.
 - Keeps the Superintendent informed of routine matters related to administration, instruction, of events and activities of unusual nature.
 - Serves as an ex officio member of all committees and councils within the Academy.
 - Assist with annual school development plans consistent with the school's charter contract.
- **STUDENT ACHIEVEMENT:**
 - Supervises the maintenance of accurate records of student progress and attendance of students.
 - Systematically use formative assessment data to guide learning support and drive instruction, curriculum and professional development.
 - Provide curriculum that is structured in a manner designed to help the school and students achieve the required objectives of the Michigan Accountability Program (Michigan Educational Assessment Program, MEAP) and the federal "No Child Left Behind Program."

FOUR CORNERS MONTESSORI ACADEMY
CHOICE SCHOOLS ASSOCIATES LLC.
HEADMASTER
JOB DESCRIPTION
Date Written: March 10, 2013

- SCHOOL CULTURE AND BEHAVIOR:
 - Establishes and maintains an effective learning climate in the school.
 - Maintain active relationships with students and guardians.
 - Maintains high standards of student conduct and enforces the Code of Student Conduct firmly, fairly, and consistently in total compliance with due process procedures.
 - Designs and carries out a comprehensive student activities program to recognize student achievement and to create opportunities for student participation in school sponsored organizations.
 - Makes arrangements for conferences between parents and teachers when needed.
 - Creates a school culture in which collaboration and collegiality guide relationships and decision making.
 - Provides adequate inventories of real and personal property under his or her jurisdiction for the security and accountability for that property.
 - Supervises and evaluates the Academy's extracurricular programs.
- MANAGEMENT AND DEVELOPMENT OF PEOPLE, SYSTEMS, AND RESOURCES:
 - Assumes responsibility for professional growth and development through membership and participation in the affairs of professional organizations, through attendance at regional, state, and national meetings, enrollment in advanced courses, by reading professional journals and other leadership or management publications, and by discussing problems of mutual interest with others in the field.
 - Supervises professional, instructional aides, administrative, and nonprofessional personnel of the Academy.
 - Assists in recruiting, screening, hiring, training, assigning, and evaluating the Academy's staff.
 - Provides comprehensive orientation programs for new staff and assists in their development.
 - Evaluates and counsels all staff members regarding their individual and group performance.
 - Conducts staff meetings to keep members informed of policy changes, new programs, etc.
 - Recommends the discipline and or removal of an employee whose work performance is unsatisfactory to the Superintendent.
 - Delegates responsible personnel to assume responsibility for the Academy in the absence of the Principal.
- FINANCIAL MANAGEMENT
 - Assists in the management and preparation of the Academy's budget.

FOUR CORNERS MONTESSORI ACADEMY
CHOICE SCHOOLS ASSOCIATES LLC.
HEADMASTER
JOB DESCRIPTION
Date Written: March 10, 2013

- OPERATIONS
 - Supervises the maintenance of all required building records and reports.
 - Coordinates all services of the Academy, including transportation, food service, playground supervision and safety, special services, etc.
 - Assumes responsibility for the use, safety, administration of the school buildings and grounds.
 - Plans and supervises fire drills, tornado drills, the emergency preparedness program, and other safety and security regulations.
- STUDENT RECRUITMENT AND ADMISSION
 - Assist in developing and implementing a marketing plan to recruit students to the school.
- COMMUNITY RELATIONS
 - Cooperates with college and university officials regarding teacher training and preparation.
 - Assumes responsibility for all official Academy correspondence and news release approved by the Superintendent.
 - Establishes and maintains relationships with local community groups and individuals to foster understanding and solicit support for overall Academy objectives and programs, interpret Board policies and administrative directives, and discuss and resolve individual student problems.
 - Serves as a member of committees and attends such meetings as directed by the Superintendent.
- OTHER
 - Assumes other responsibilities as assigned by the Superintendent.

REQUIREMENTS:

Minimum Requirements:

- Current Michigan School Administrator certification or enrolled in a program leading to School Administrator certification within six months after start of employment.
- Knowledge and skills working with At-Risk students.
- Able to use technology as an instructional tool in the classroom, as a means of analyzing academic achievement data, and as a tool to aid an effective communications.
- Excellent verbal and written communication using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.
- Strong interpersonal skills.

FOUR CORNERS MONTESSORI ACADEMY
CHOICE SCHOOLS ASSOCIATES LLC.
HEADMASTER
JOB DESCRIPTION
Date Written: March 10, 2013

Desired Requirements

- Successful experience as a teacher
- Experience as a school leader (Principal or Assistant Principal).
- Montessori Training

WORK ENVIRONMENT:

While performing duties of this job, the employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. The lighting in the work environment is usually well lit and appropriate for a classroom setting.

TERMS OF EMPLOYMENT:

Salary and work schedule established by Choice Schools Associates LLC and approved by the Academy Board via the annual school operating budget and calendar approval process.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify, and ICHAT clearance.

EVALUATION:

The Superintendent and designated Choice Schools Associates LLC employees evaluate job performance through systematic input from various primary internal and external stakeholders.

STATEMENT OF UNDERSTANDING:

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

Signature of Employee

Date Signed

Printed Name of the Employee

Date Signed

Signature of Supervisor

Date Signed

GLOBAL PREPATORY ACADEMY
CHOICE SCHOOLS ASSOCIATES LLC.
PRINCIPAL
JOB DESCRIPTION
Date Written: February 16, 2013

Printed Name of Supervisor

Date Signed

TEACHER
Job Description

SUPERVISOR:	Principal
EMPLOYED BY:	Choice Schools Associates, L.L.C.
SUPERVISES:	Students, Instructional Aides, volunteers, assigned support staff, and Code of Student Conduct.
JOB GOAL:	To provide students with a first-class learning experience that contributes to their development as enlightened and responsible citizens and as leaders in their communities, while sharing a commitment to the success of the mission, goals, and objectives of the Academy.

ESSENTIAL PERFORMANCE RESPONSIBILITIES:

CURRICULUM & INSTRUCTION

- Accepts responsibility for the achievement of students.
- Guides the learning process toward achievement of curriculum goals and implementation of personal learning plans of students.
- Demonstrates effective planning and organization for instruction.
- Selects appropriate materials for implementation of the curriculum and adapts materials and methods to the learning styles and abilities of students.
- Uses creative instructional methods and procedures and adapts effectively to unusual situations.
- Motivates students to achieve at their highest level of ability and potential through classroom activities, assignments, relationships, participation and feedback; holds high expectations and demonstrates sensitivity to different learning styles.
- Uses resources effectively to support learning activities in the classroom, the Academy and the community.
- Demonstrates exceptional classroom techniques, which include the art of questioning, clarity of assignments, communicating, an atmosphere of mutual respect, independent thought and expression and student and teacher experiences in large and small groups.

CLASSROOM MANAGEMENT

- Works cooperatively with guardians and generates guardians' confidence.
- Demonstrates genuine concern for students in a climate characterized by high personal and student expectations.
- Promotes responsible citizenship through one's actions as a role model.

- Provides a classroom atmosphere based on the principles of firm, fair and consistent practices, respect for individual children and the development of responsible citizenship.

STUDENT ACQUISITION & RETENTION

- Shares responsibility for marketing the Academy in the community.

PROFESSIONAL DEVELOPMENT & LEADERSHIP

- Participates in the development of policies and regulations that affect instruction and the conditions of success.
- Uses technology effectively for instruction, record keeping, communication and other administrative tasks.
- Shares responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy.
- Conducts himself or herself according to professional and ethical principles.
- Continually strives to improve classroom methods, teaching techniques and interpersonal relationships.
- Displays personal qualities, which reflect favorably upon the individual, the group and the Academy.
- Displays pride in being a teacher and a member of the Academy.
- Assumes other responsibilities assigned by the Principal.

FACILITIES

- Assumes responsibility for the orderliness of the learning environment and the appropriate and safe use of instructional facilities and equipment.

OTHER

- Assumes other responsibilities assigned by the Principal.

REQUIREMENTS:

Minimum Requirements:

- Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.
- Demonstrated competence as a teacher in all areas of focus.
- Ability to use technology as an instructional tool in the classroom, as a means of analyzing academic achievement data and as a tool to aid effective communications.
- Excellent verbal and written expression using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.
- Strong interpersonal skills.

Desired Requirements:

- Knowledge of and skills working with At-Risk students.

WORK ENVIRONMENT:

While performing duties of this job the employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. The lighting in the work environment is usually well lit and appropriate for a classroom setting.

TERMS OF EMPLOYMENT:

Salary and work schedule established by Choice Schools Associates, L.L.C., and approved by the Academy Board via the annual Academy operating budget and calendar approval process.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify and ICHAT clearance.

EVALUATION:

The Principal and designated Choice Schools Associates, L.L.C., employees evaluate job performance through systematic input from various primary internal and external stakeholders.

STATEMENT OF UNDERSTANDING:

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

Signature of Employee Date Signed

Printed Name of Employee Date Signed

Signature of Supervisor Date Signed

Printed Name of Supervisor Date Signed

LITERACY COACH

Job Description

REPORTS TO: Principal
EMPLOYED BY: Choice Schools Associates, L.L.C.
CLASSIFICATION: Exempt, Full-time or Part-time

REQUIREMENTS:

Minimum Requirements:

- Valid Michigan teaching certificate with endorsements in appropriate grade and subject levels. Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.
- Bachelor's degree and either advanced coursework in reading or completion of professional development in evidence-based literacy instructional strategies.
- Demonstrated competence as a teacher in all areas of focus.
- Able to use technology as an instructional tool in the classroom as a means of analyzing academic achievement data and as a tool to aid effective communications.
- Excellent verbal and written expression using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.
- Strong interpersonal skills.

Desired Requirements:

- Master's degree.
- Knowledge of, and experience teaching, the academic curriculum.

JOB GOAL:

To provide students with a first-class learning experience that contributes to their development as enlightened and responsible citizens and as leaders in their communities, while sharing a commitment to the success of the mission, goals, and objectives of the Academy. This position will support and uphold the mission and vision of the environmental academy.

SUPERVISES:

Students, Instructional Aides, volunteers, assigned support staff, and Code of Student Conduct.



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ESSENTIAL PERFORMANCE RESPONSIBILITIES:

CURRICULUM AND INSTRUCTION

- Accepts responsibility for the achievement of students.
- Helps lead and support reading leadership teams at the school.
- Facilitates study groups for the students.
- Coaches and mentors colleagues.
- Supports and provides initial and ongoing professional development to teachers.
- Works with teachers to ensure that evidence-based reading programs such as comprehensive core reading programs, supplemental reading programs, and comprehensive intervention reading programs are implemented with fidelity.
- Trains teachers in each of the five reading components based on an analysis of the pupil performance data.
- Trains and helps with administering and analyzing instructional assessments.
- Provides training for differentiated instruction and intensive intervention.
- Uses progress monitoring.
- Assists with increasing instructional density in the classrooms to meet the needs of all students.
- Spends time in classrooms as well as with individual students helping with reading lessons.
- Conducts reading assessments, analyzes student achievement data, and develops interventions.
- Uses creative instructional methods and procedures and adapts effectively to unusual situations.
- Uses resources effectively to support learning activities in the classroom, the Academy, and the community.
- Demonstrates exceptional classroom techniques, which include the art of questioning, clarity of assignments, communicating, an atmosphere of mutual respect, independent thought and expression, and student and teacher experiences in large and small groups.

CLASSROOM MANAGEMENT

- Works cooperatively with administration and teachers and generates guardians' confidence.
- Demonstrates genuine concern for students in a climate characterized by high personal and student expectations.
- Promotes responsible citizenship through one's actions as a role model.



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- Provides a classroom atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and the development of responsible citizenship.

STUDENT ACQUISITION & RETENTION

- Shares responsibility for marketing the Academy in the community.

PROFESSIONAL DEVELOPMENT & LEADERSHIP

- Participates in the development of policies and regulations that affect instruction and the conditions of success.
- Reads about and communicates new developments and research in reading to administration and classroom teachers.
- Uses technology effectively for instruction, record keeping, communication and other administrative tasks.
- Shares responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy.
- Conducts himself or herself according to professional and ethical principles.
- Continually strives to improve classroom methods, teaching techniques, and interpersonal relationships.
- Displays personal qualities, which reflect favorably upon the individual, the group, and the Academy.
- Displays pride in being an employee and a member of the Academy.
- Assumes other responsibilities assigned by the Principal.

FACILITIES

- Assumes responsibility for the orderliness of the learning environment and the appropriate and safe use of instructional facilities and equipment.

OTHER

- Assumes other responsibilities assigned by the Principal.

WORK ENVIRONMENT:

While performing duties of this job, the employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. The lighting in the work environment is usually well lit and appropriate for a classroom setting.

TERMS OF EMPLOYMENT:



In our communities everyone thrives.

Salary and work schedule established by Choice Schools Associates, L.L.C., and approved by the Academy Board via the annual Academy operating budget and calendar approval process.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify and ICHAT clearance.

EVALUATION:

The Principal and designated Choice Schools Associates, L.L.C., employees evaluate job performance through systematic input from various primary internal and external stakeholders.

STATEMENT OF UNDERSTANDING:

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

Signature of Employee

Date Signed

Printed Name of Employee

Date Signed

Signature of Supervisor

Date Signed

Printed Name of Supervisor

Date Signed

MATH SPECIALIST/INTERVENTIONIST

Job Description

SUPERVISOR:	Academy Administrator
SUPERVISES:	Students, Instructional Aides, volunteers, assigned support staff, and Code of Student Conduct.
CLASSIFICATION:	Exempt, Full-time
JOB GOAL:	To promote enhanced mathematics instruction and student learning by helping teachers develop more effective mathematics teaching practices that allow all students to reach high standards as well as sharing research addressing how students learn mathematics.

ESSENTIAL PERFORMANCE RESPONSIBILITIES:

CURRICULUM & INSTRUCTION:

- Accepts responsibility for the achievement of students.
- Works with students in order to increase Math test scores.
- Spends time in classrooms as well with individual students helping with Math lessons.
- Analyzes student achievement data and develops interventions.
- Guides the learning process toward achievement of curriculum goals and implementation of personal learning plans of students.
- Demonstrates effective planning and organization for instruction.
- Selects appropriate materials for implementation of the curriculum and adapts materials and methods to the learning styles and abilities of students.
- Uses creative instructional methods and procedures and adapts effectively to unusual situations.
- Motivates students to achieve at their highest level of ability and potential through classroom activities, assignments, relationships, participation, and feedback; holds high expectations and demonstrates sensitivity to different learning styles.
- Uses resources effectively to support learning activities in the classroom, the Academy, and the community.
- Demonstrates exceptional classroom techniques, which include the art of questioning, clarity of assignments, communicating, an atmosphere of mutual respect, independent thought and expression, and student and teacher experiences in large and small groups.

CLASSROOM MANAGEMENT:

- Works cooperatively with guardians and generates guardians' confidence in the teacher. Demonstrates genuine concern for students in a climate characterized by high personal and student expectations.
- Promotes responsible citizenship through one's actions as a role model. Provides a classroom atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and the development of responsible citizenship.

STUDENT ACQUISITION & RETENTION:

- Shares responsibility for marketing the Academy and recruiting students in the community to attend the Academy.

PROFESSIONAL DEVELOPMENT & LEADERSHIP:

- Participates in the development of policies and regulations that affect instruction and the conditions of success.
- Uses technology effectively for instruction, record keeping, communication and other administrative tasks.
- Shares responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy.
- Conducts himself or herself according to professional and ethical principles.
- Continually strives to improve classroom methods, teaching techniques, and interpersonal relationships.
- Displays personal qualities, which reflect favorably upon the individual, the group, and the Academy.
- Displays pride in being a teacher and a member of the Academy.
- Assumes other responsibilities assigned by the Administrator.

FACILITIES

- Assumes responsibility for the orderliness of the learning environment and the appropriate and safe use of instructional facilities and equipment.

REQUIREMENTS:

Minimum Requirements:

- Valid Michigan teaching certificate with endorsements in appropriate grade and subject levels, meeting the highly qualified requirements of No Child Left Behind Act.
- Demonstrated competence as a teacher in all areas of focus.

- Able to use technology as an instructional tool in the classroom, as a means of analyzing academic achievement data, and as a tool to aid effective communications.
- Excellent verbal and written expression using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.
- Strong interpersonal skills.

Desired Requirements:

- Master's degree
- Knowledge and skills working with At-Risk students.

WORK ENVIRONMENT:

While performing duties of this job, the employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. The lighting in the work environment is usually well lit and appropriate for a classroom setting.

TERMS OF EMPLOYMENT:

Salary and work schedule established by Choice Schools Associates LLC and approved by the Academy Board via the annual school operating budget and calendar approval process.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify, and ICHAT clearance.

EVALUATION:

The Academy Administrator and designated Choice Schools Associates LLC employees evaluate job performance through systematic input from various primary internal and external stakeholders.

STATEMENT OF UNDERSTANDING:

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

Signature of Employee

Date Signed

Printed Name of the Employee

Date Signed

Signature of Supervisor

Date Signed

Printed Name of Supervisor

Date Signed

MONTESSORI INSTRUCTIONAL COACH

Job Description

- SUPERVISOR:** Academy Leader in coordination with the Director of Montessori Education & Development from Choice Schools Associates
- CLASSIFICATION:** Exempt, Full-Time, 11 month
- JOB GOAL:** To provide Montessori instructional support in the development, implementation, and coordination of the Academy's school-wide assessment and curriculum goals.

ESSENTIAL PERFORMANCE RESPONSIBILITIES

CURRICULUM & INSTRUCTION

- Trains all teachers on the Montessori curriculum used throughout the Academy in accordance with the Charter Contract. If acting as the designated Literacy Coach, as well, this position trains all teachers in literacy programs.
- Provides support with the implementation of progress monitoring.
- Support the Academy leader by instilling Montessori instruction, culture, and climate throughout the Academy.
- Engages in reflective practice with teachers including observing, modeling, co-planning etc.

ASSESSMENT & DATA

- Assists in developing an effective testing schedule and coordinates all testing in the building, as designated by the School Leader per funding designation.
- Trains teachers on testing expectations and provides support in preparing students for summative testing.
- Supports and evaluates student achievement in both growth and proficiency.
- Uses student data to evaluate the impact of teachers' development strategies and classroom interventions in student learning.
- Generates reports to analyze low and high performing students and furthermore, designs interventions to support them.
- Demonstrate to teachers on how to Desegregate data for Title 1 and help and determine what will be school focus and grade level focus for intervention.
- Demonstrate to teachers on how to monitor and evaluate student achievement in both growth and proficiency.
- Demonstrate to teachers on how to use student data to evaluate the impact of teachers' development strategies and classroom interventions in student learning.

LEADERSHIP & COACHING

- Serves as a key member of the Academy leadership team.
- Conduct weekly meetings with school leadership.
- Shares responsibility for the achievement of students.
- Mentors all Montessori teachers through a tiered system.
- Conducts coaching through classroom observations (using DERS and TeachPoint) and one-on-one meetings with teachers.
- Keeps detailed records related to coaching sessions and feedback shared with teachers.
- Provides feedback on classroom environments, instructional practices, lesson plans, child interactions and adult interactions to help educators grow and excel in implementing authentic Montessori practices.
- Develops and supports the roles and responsibilities of teacher assistants as it pertains to a Montessori environment.
- Supports the lead Montessori teachers and works to strengthen their Montessori philosophy and practice so they can instill it in other teachers in their grade bands.
- Supports the development of the teacher assistants so their work is in alignment with Montessori philosophy and appropriate interventions.
- Works with the special teachers, literacy coach, math interventionist, and reading interventionists to ensure their interventions are in alignment with the Montessori philosophy.
- Works to ensure any teacher in an alternative pathway program has a firm grasp on Montessori classroom management, curriculum,
- Assists the Director of Montessori Education & Development in implementing training sessions for Montessori-ARC as well as works to ensure any teacher in the program has a firm grasp on the Montessori content presented throughout the program. (ie. curriculum, proper material use, classroom management etc.)

OTHER

- Demonstrates exceptional classroom techniques, which include the art of questioning, clarity of assignments, communicating, an atmosphere of mutual respect, independent thought and expression, and student and teacher experiences in large and small groups.
- Promotes responsible citizenship through one's actions as a role model.
- Demonstrates genuine concern for students in a climate characterized by high personal and student expectations.
- Uses resources effectively to support Montessori learning in the classroom, the Academy and the community.
- Participates in PLC meetings.
- Communicates with the Montessori Curriculum Specialist at Choice Schools on a monthly basis.
- Assumes other responsibilities assigned by the Academy Leader

REQUIREMENTS:*Minimum Requirements:*

- Valid Michigan teaching certificate with endorsements in the appropriate grade and subject levels. Except as otherwise provided by the law, the Academy shall use certified teachers according to state board rule.
- Bachelor's degree and either advanced coursework in reading or completion of professional development in evidence-based literacy instructional strategies.
- Demonstrated competence as a teacher in all areas of focus.
- Able to use technology as an instructional tool in the classroom as a means of analyzing academic achievement data and as a tool to aid effective communications.
- Excellent verbal and written expression using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.
- Strong interpersonal skills.
- A background in Montessori philosophy and deep commitment to its tenants

Desired Requirements:

- Masters degree
- Knowledge of, and experience teaching, the academic curriculum

WORK ENVIRONMENT:

While performing the duties of this job, the employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. The lighting in the work environment is usually well lit and appropriate for a classroom setting.

TERMS OF EMPLOYMENT:

Salary and work schedule established by Choice Schools Associates LLC and approved by the Academy Board via the annual school operating budget and calendar approval process.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify, ICHAT clearance.

EVALUATION:

The Academy Administrator evaluates job performance through systematic input from various internal and external stakeholders, primarily the Director of Montessori Education from Choice Schools Associates.

STATEMENT OF UNDERSTANDING:

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

Signature of Employee

Date Signed

Printed Name of the Employee

Date Signed

Signature of Supervisor

Date Signed

Printed Name of Supervisor

Date Signed

ELEMENTARY/ MIDDLE SCHOOL MUSIC/BAND TEACHER
JOB DESCRIPTION

SUPERVISOR:	School Leader
SUPERVISES:	Students, Instructional Aides, volunteers, assigned support staff, and Code of Student Conduct.
CLASSIFICATION:	Exempt, Part-time or Full-time
JOB GOAL:	To provide students with a first class learning experience with this student enrichment program that contributes to their development as enlightened and responsible citizens and as leaders in their communities, while sharing a commitment to the success of the mission, goals, and objectives of the Academy.

ESSENTIAL PERFORMANCE RESPONSIBILITIES:

CURRICULUM & INSTRUCTION:

- Accepts responsibility for the achievement of students.
- Guides the learning process toward achievement of curriculum goals and implementation of personal learning plans of students.
- Demonstrates effective planning and organization for instruction.
- Selects appropriate materials for implementation of the curriculum and adapts materials and methods to the learning styles and abilities of students.
- Uses creative instructional methods, including differentiated instruction, and procedures and adapts effectively to unusual situations.
- Motivates students to achieve at their highest level of ability and potential through classroom activities, assignments, relationships, participation, and feedback; holds high expectations and demonstrates sensitivity to different learning styles.
- Uses resources effectively to support learning activities in the classroom, the Academy, and the community.
- Demonstrates exceptional classroom techniques, which include the art of questioning, clarity of assignments, communicating, an atmosphere of mutual respect, independent thought and expression, and student and teacher experiences in large and small groups.
- Administers standardized and local assessments while maintaining a high level of testing integrity.

CLASSROOM MANAGEMENT:

- Works cooperatively with parents/guardians and generates parents/guardians' confidence in the teacher.



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- Demonstrates genuine concern for students in a climate characterized by high personal and student expectations.
- Promotes responsible citizenship through one's actions as a role model.
- Provides a classroom atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and the development of responsible citizenship.
- Understands, communicates, and enforces the Student Code of Conduct.

STUDENT ACQUISITION & RETENTION:

- Shares responsibility for marketing the Academy in the community.
- Participates in events in the community to positively promote the Academy.

PROFESSIONAL DEVELOPMENT & LEADERSHIP:

- Participates in the development of policies and regulations that affect instruction and the conditions of success.
- Uses technology effectively for instruction, record keeping, communication and other administrative tasks.
- Shares responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy.
- Conducts himself or herself according to professional and ethical principles.
- Continually strives to improve classroom methods, teaching techniques, and interpersonal relationships.
- Displays personal qualities, which reflect favorably upon the individual, the group, and the Academy.
- Displays pride in being a teacher and a member of the Academy.
- Assumes other responsibilities assigned by the Administrator.

FACILITIES

- Assumes responsibility for the orderliness and safety of the learning environment and the appropriate and safe use of instructional facilities and equipment.

REQUIREMENTS:

Minimum Requirements:

- Valid Michigan teaching certificate with endorsements in appropriate grade and subject levels, meeting the highly qualified requirements of No Child Left Behind Act.
- Demonstrated competence as a teacher in all areas of focus.



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- Able to use technology as an instructional tool in the classroom, as a means of analyzing academic achievement data, and as a tool to aid effective communications.
- Excellent verbal and written expression using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.
- Strong interpersonal skills.

Desired Requirements:

- Knowledge and skills working with At-Risk students.

WORK ENVIRONMENT:

While performing duties of this job, the employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. The lighting in the work environment is usually well lit and appropriate for a classroom setting.

TERMS OF EMPLOYMENT:

Salary and work schedule established by Choice Schools Associates LLC approved by the Academy Board via the annual school operating budget and calendar approval process.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify, and ICHAT clearance.

EVALUATION:

The Academy Administrator and designated Choice Schools Associates LLC employees evaluate job performance through systematic input from various primary internal and external stakeholders.

STATEMENT OF UNDERSTANDING:

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.



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Signature of Employee

Date Signed

Printed Name of the Employee

Date Signed

Signature of Supervisor

Date Signed

Printed Name of Supervisor

Date Signed

**Office Manager
Job Description**

SUPERVISOR:	Principal
EMPLOYED BY:	CSA
CLASSIFICATION:	Exempt, Full-time
JOB GOAL:	To assure the smooth and efficient operation of the Academy office as the communications and operations center for the partnership between internal and external stakeholders in achieving educational excellence for all children. This position will support and uphold the mission and vision of the Montessori academy.

ESSENTIAL PERFORMANCE RESPONSIBILITIES:

- Performs usual office routines.
- Handles and prepares correspondence for the Principal and Academy Board.
- Maintains student records as required by law in a secured and locked location.
- Receives and routes all incoming calls in a friendly, quick, efficient manner.
- Assists in designing and implementing office policies.
- Organizes office operations and procedures.
- Demonstrates positive customer and community relations at all times with all people.
- Serves as the Principal's frontline representative.
- Processes enrollment and exit procedures on a daily basis for all students to update the Academy's student information system.
- Compiles and maintains an up-to-date directory of students and staff throughout the year.
- Answers questions from students, parents, and/or guardians pertaining to the student's academic standing in a standard established by the Principal.
- Maintains a log of visitors to the academy.
- Maintains a log of substitute teachers on site each day.
- Applies positive customer service to the role and is perceived as a team member by the staff.
- Write student tardy passes or detentions as requested by Principal.
- Records each student's daily attendance.
- Records student discipline data.



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- Compiles new student record files (CA60s) for any new incoming students. Contacts previous school for request for records.
- Interacts with all students with compassion.
- Calls parents in case of any student injury or emergency as requested by the Principal.
- Willing to put forth the effort to help any other office employee to keep the Academy's office environment running in a smooth and efficient manner.
- Carry out other duties assigned by the Principal.

REQUIREMENTS:

Minimum Requirements:

- Must be at least 18 years of age.
- High school diploma or equivalent.
- Excellent verbal and written expression.
- Demonstrates unwavering confidentiality at all times according to the FERPA and HIPAA guidelines.
- Reputation for self-control and sound interpersonal skills.
- Exemplary work habits verified by previous employer.
- Computer skills in data processing, spreadsheets, data bases, and research.
- Solid record of punctuality.
- United States citizen.

Desired Requirements:

- Experience in a school setting with school-age children.
- Knowledge and understanding of the academic curriculum.

WORK ENVIRONMENT:

The work environment is in a standard office setting including standard office equipment (fax, copier, phone, computer, etc.). The noise level in the work environment is usually low to moderate. While performing the duties of this job, the employee is regularly required to talk or hear. The employee is frequently required sit, use hands for fine manipulation, handle, and reach with hands and arms using a keyboard and video display terminal. The employee is required to walk, stand, stoop, kneel and crouch. The employee must regularly lift and/or move



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up to 10 pounds and occasionally up to 25 pounds. Specific vision abilities required by this job include close vision.

TERMS OF EMPLOYMENT:

Salary and work schedule established by CSA and approved by the Academy Board via the annual school operating budget and calendar approval process.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify, and ICHAT clearance.

EVALUATION:

The Principal and designated CSA employees evaluate job performance through systematic input from various primary internal and external stakeholders.

STATEMENT OF UNDERSTANDING:

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

Signature of Employee

Date Signed

Printed Name of Employee

Date Signed

Signature of Supervisor

Date Signed

Printed Name of Supervisor

Date Signed

**ELEMENTARY/ MIDDLE SCHOOL PHYSICAL EDUCATION TEACHER
JOB DESCRIPTION**

SUPERVISOR:	School Leader
SUPERVISES:	Students, Instructional Aides, volunteers, assigned support staff, and Code of Student Conduct.
CLASSIFICATION:	Exempt, Part-time or Full-time
JOB GOAL:	To provide students with a first class learning experience with this student enrichment program that contributes to their development as enlightened and responsible citizens and as leaders in their communities, while sharing a commitment to the success of the mission, goals, and objectives of the Academy.

ESSENTIAL PERFORMANCE RESPONSIBILITIES:

CURRICULUM & INSTRUCTION:

- Accepts responsibility for the achievement of students.
- Guides the learning process toward achievement of curriculum goals and implementation of personal learning plans of students.
- Demonstrates effective planning and organization for instruction.
- Selects appropriate materials for implementation of the curriculum and adapts materials and methods to the learning styles and abilities of students.
- Uses creative instructional methods, including differentiated instruction, and procedures and adapts effectively to unusual situations.
- Motivates students to achieve at their highest level of ability and potential through classroom activities, assignments, relationships, participation, and feedback; holds high expectations and demonstrates sensitivity to different learning styles.
- Uses resources effectively to support learning activities in the classroom, the Academy, and the community.
- Demonstrates exceptional classroom techniques, which include the art of questioning, clarity of assignments, communicating, an atmosphere of mutual respect, independent thought and expression, and student and teacher experiences in large and small groups.
- Administers standardized and local assessments while maintaining a high level of testing integrity.

CLASSROOM MANAGEMENT:

- Works cooperatively with parents/guardians and generates parents/guardians' confidence in the teacher.
- Demonstrates genuine concern for students in a climate characterized by high personal and student expectations.
- Promotes responsible citizenship through one's actions as a role model.

- Provides a classroom atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and the development of responsible citizenship.
- Understands, communicates, and enforces the Student Code of Conduct.

STUDENT ACQUISITION & RETENTION:

- Shares responsibility for marketing the Academy in the community.
- Participates in events in the community to positively promote the Academy.

PROFESSIONAL DEVELOPMENT & LEADERSHIP:

- Participates in the development of policies and regulations that affect instruction and the conditions of success.
- Uses technology effectively for instruction, record keeping, communication and other administrative tasks.
- Shares responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy.
- Conducts himself or herself according to professional and ethical principles.
- Continually strives to improve classroom methods, teaching techniques, and interpersonal relationships.
- Displays personal qualities, which reflect favorably upon the individual, the group, and the Academy.
- Displays pride in being a teacher and a member of the Academy.
- Assumes other responsibilities assigned by the Administrator.

FACILITIES

- Assumes responsibility for the orderliness and safety of the learning environment and the appropriate and safe use of instructional facilities and equipment.

REQUIREMENTS:

Minimum Requirements:

- Valid Michigan teaching certificate with endorsements in appropriate grade and subject levels, meeting the highly qualified requirements of No Child Left Behind Act.
- Demonstrated competence as a teacher in all areas of focus.
- Able to use technology as an instructional tool in the classroom, as a means of analyzing academic achievement data, and as a tool to aid effective communications.
- Excellent verbal and written expression using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.
- Strong interpersonal skills.

Desired Requirements:

- Knowledge and skills working with At-Risk students.

WORK ENVIRONMENT:

While performing duties of this job, the employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. The lighting in the work environment is usually well lit and appropriate for a classroom setting.

TERMS OF EMPLOYMENT:

Salary and work schedule established by Choice Schools Associates LLC/MIChoice LLC approved by the Academy Board via the annual school operating budget and calendar approval process.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify, and ICHAT clearance.

EVALUATION:

The Academy Administrator and designated Choice Schools Associates LLC/MIChoice LLC employees evaluate job performance through systematic input from various primary internal and external stakeholders.

STATEMENT OF UNDERSTANDING:

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

Signature of Employee

Date Signed

Printed Name of the Employee

Date Signed

Signature of Supervisor

Date Signed

Printed Name of Supervisor

Date Signed

SCHOOL NUTRITION DIRECTOR

Job Description

REPORTS TO: Principal
EMPLOYED BY: Choice Schools Associates, L.L.C.

REQUIREMENTS:

Minimum Requirements:

- Must be at least 18 years of age.
- High school diploma or equivalent.
- Food service experience in an educational setting.
- Ability to read, follow directions and maintain records.
- Ability to work effectively with school personnel and students in a diverse school community.
- Solid record of punctuality.
- United States citizen; ability to communicate in oral and written English.

Desired Requirements:

- Valid ServSafe Certification.
- Knowledge of and skills working with At-Risk students.

SUPERVISES:

School Nutrition Aides.

JOB GOAL:

Supervises all aspects of kitchen and food service operations in order to provide students with a safe, attractive, comfortable, clean and efficient school nutrition program.

ESSENTIAL PERFORMANCE RESPONSIBILITIES:

- Supervises and evaluates food service staff at the Academy.
- Oversees preparation, packaging and distribution of school meals.
- Coordinates with Principal to ensure food service is meeting the needs of the building students and staff.
- Oversees the effective implementation of the Free/Reduced Breakfast/Lunch Program and all associated data collection and MDE reports.
- Coordinates any and all audits/reviews by the County or State.
- Collects cash for reduced-price meals and full-paid meals.



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- Submits all claims for reimbursement by NSLP and CACFP; maintains effective data to substantiate all claims.
- Plans and implements special diets for students with documented special meal requirements.
- Evaluates and reports on menu acceptance in compliance with State and Federal regulations.
- Adheres to all district health and safety policies, including all precautions of the Blood borne Pathogens Exposure Control Plan.
- Accounts and reports funds collected for meals for students and adults.
- Maintains food preparation and dining areas at ratings exceeding state standards.
- Maintains food service areas, equipment and furnishings in neat, clean and appealing condition.
- Achieves high levels of customer satisfaction through student participation rates and by student and adult ratings.
- Promptly reports major repairs needed to the Principal.
- Immediately reports any damage to school property to the Principal.
- Keeps an inventory of food, supplies and equipment on hand and makes requisitions to the Principal far enough in advance to sustain a smooth-running and continuous food service program.
- Works collaboratively with other school nutrition directors in the company to establish consistency in service.
- Participates in the hiring process.
- Develops and implements a training program for food service employees.
- Participates in applying for any grants associated with this program.
- Assumes other responsibilities assigned by the Principal.

WORK ENVIRONMENT:

While performing duties of this job employee maybe required to walk, lift up to 100 pounds, climb, bend, reach and kneel. While performing duties of this job, employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. The lighting in the work environment is usually well lit and appropriate for a lunchroom setting.

TERMS OF EMPLOYMENT:

Salary and work schedule established by Choice Schools Associates, L.L.C. and approved by the Academy Board via the annual school operating budget and calendar approval process.



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LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify and ICHAT clearance.

EVALUATION:

The Principal will evaluate job performance through systematic input from various primary internal and external stakeholders.

STATEMENT OF UNDERSTANDING:

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

Signature of Employee

Date Signed

Printed Name of Employee

Date Signed

Signature of Supervisor

Date Signed

Printed Name of Supervisor

Date Signed

SPECIAL EDUCATION TEACHER JOB DESCRIPTION

REPORTS TO: School Leader
EMPLOYED BY: Choice Schools Associates, L.L.C.

REQUIREMENTS:

Minimum Requirements:

- Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.
- Demonstrated competence as a teacher in all areas of focus.
- Ability to use technology as an instructional tool in the classroom, as a means of analyzing academic achievement data and as a tool to aid effective communications.
- Excellent verbal and written expression using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.
- Strong interpersonal skills.

Desired Requirements:

- Knowledge of and skills working with At-Risk students.

SUPERVISES:

Students, Paraprofessionals, volunteers, assigned support staff and Code of Student Conduct.

JOB GOAL:

To provide students with a first class learning experience, contributing to their development as enlightened and responsible citizens and as leaders in their communities, while sharing a commitment to the success of the mission, goals and objectives of the Academy.

ESSENTIAL PERFORMANCE RESPONSIBILITIES:

CURRICULUM & INSTRUCTION

- Accepts responsibility for the achievement of students.
- Implements the program outlined in the student's IEP in the least restrictive environment.
- Prepares for annual IEPs in a timely manner (completing forms, sending invitations to attendees and scheduling meetings).

- Prepares for three-year re-evaluations in a timely manner (testing, completing forms, sending invitations to attendees and scheduling of meeting times).
- Demonstrates ability to write effective Behavior Plans.
- Guides the learning process toward achievement of curriculum goals and implementation of personal learning plans of students.
- Demonstrates effective planning and organization for instruction.
- Selects appropriate materials for implementation of the curriculum and adapts materials and methods to learning styles and abilities of students.
- Uses creative instructional methods and procedures and adapts effectively to unusual situations.
- Motivates students to achieve at their highest level of ability and potential through classroom activities, assignments, relationships, participation and feedback; holds high expectations and demonstrates sensitivity to different learning styles.
- Works cooperatively with teachers to incorporate the Academy's inclusion model.
- Uses resources effectively to support learning activities in the classroom, the Academy and the community.
- Demonstrates exceptional classroom techniques, which include the art of questioning, clarity of assignments, communicating, an atmosphere of mutual respect, independent thought and expression and student and teacher experiences in large and small groups.

MAINTAIN STUDENT RECORDS

- Evaluates all student records for current IEP needs as records arrive.
- Maintains accurate special education student records as required by law and local policy.

CLASSROOM MANAGEMENT

- Works cooperatively with parents and generates parents' confidence.
- Maintains a comfortable learning environment for students whether in a pullout situation or mainstream setting.
- Demonstrates genuine concern for students in a climate characterized by high personal and student expectations.
- Promotes good citizenship through actions as a role model.
- Provides a classroom atmosphere based on the principles of firm, fair and consistent practices, respect for individual children and development of responsible citizenship.

STUDENT ACQUISITION & RETENTION

- Shares responsibility for marketing the Academy in the community.

PROFESSIONAL DEVELOPMENT & LEADERSHIP

- Participates in the development of policies and regulations that affect instruction and conditions of success.
- Works with classroom teachers to provide resources and training to best meet student IEP needs.
- Uses technology effectively for instruction, record keeping, administrative tasks and communications.
- Shares responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy.
- Conducts himself or herself according to professional, ethical principles.
- Continually strives to improve classroom methods, teaching techniques and interpersonal relationships.
- Displays personal qualities, which reflect favorably upon the individual, the group and the Academy.
- Displays pride in being a teacher and a member of the Academy.

FACILITIES

- Assumes responsibility for the orderliness of the learning environment and the appropriate and safe use of instructional facilities and equipment.

OTHER

- Assumes other responsibilities assigned by the School Leader.

WORK ENVIRONMENT:

While performing duties of this job the employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. The lighting in the work environment is usually well lit and appropriate for a classroom setting.

TERMS OF EMPLOYMENT:

Salary and work schedule established by Choice Schools Associates, L.L.C., and approved by the Academy Board via the annual Academy operating budget and calendar approval process.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify and ICHAT clearance.

EVALUATION:

The School Leader and designated Choice Schools Associates, L.L.C., employees evaluate job performance through systematic input from various primary internal and external stakeholders.

STATEMENT OF UNDERSTANDING:

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

Signature of Employee

Date Signed

Printed Name of Employee

Date Signed

Signature of Supervisor

Date Signed

Printed Name of Supervisor

Date Signed

Teacher Assistant

Job Description

REPORTS TO: Principal, under the supervision of the classroom Teacher
EMPLOYED BY: Choice Schools Associates, L.L.C.
CLASSIFICATION: Exempt or non-exempt, Full-time or part-time

REQUIREMENTS:

Minimum Requirements:

- Complete at least two years of study at an institution of higher education (equal to 60 semester hours); or obtain an associate's degree (or higher); or meet a rigorous standard of quality and demonstrate, through a formal state or local academic assessment:
 - Knowledge of and the ability to assist in, instructing reading, writing and mathematics; or
 - Knowledge of and the ability to assist in, instructing reading readiness, writing readiness and mathematics readiness, as appropriate.
- Ability to communicate with students, staff and guardians in a professional manner.
- Excellent verbal and written expression using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.
- Strong interpersonal skills.

Desired Requirements:

- Valid State of Michigan Teaching Certificate.
- Knowledge of and skills working with At-Risk students.
- Experience in educational setting with school-age children.

JOB GOAL:

Assist the classroom Teacher in providing instruction to individual or small groups, carry out appropriate classroom activities and maintain a disruption-free environment.

ESSENTIAL PERFORMANCE RESPONSIBILITIES:

CURRICULUM & INSTRUCTION

- Assists the classroom Teacher in preparing classroom or laboratory for instruction.

- Helps the classroom Teacher prepare and distribute lesson materials.
- Instructs students under supervision of the classroom Teacher.
- Assists the classroom Teacher in maintaining individual student records when asked.
- Assists the classroom Teacher in keeping the classroom neat, clean and orderly to provide work and study areas conducive to learning.
- Uses resources effectively to support learning activities in the classroom, the Academy and the community.
- Demonstrates exceptional classroom techniques, which include the art of questioning, clarity of assignments, communicating an atmosphere of mutual respect, independent thought and expression and student and classroom Teacher experiences in large and small groups.

CLASSROOM MANAGEMENT

- Works cooperatively with parents' and generates guardians' confidence in the classroom Teacher.
- Guides children in working and playing harmoniously with other children.
- Demonstrates genuine concern for students in a climate characterized by high personal and student expectations.
- Promotes responsible citizenship through actions as a role model.
- Provides a classroom atmosphere based on the principles of firm, fair and consistent practices, respect for individual children and development of responsible citizenship.

STUDENT ACQUISITION & RETENTION

- Shares responsibility for marketing the Academy in the community.

PROFESSIONAL DEVELOPMENT & LEADERSHIP

- Participates in the development of policies and regulations that affect instruction and conditions of success.
- Shares responsibility for professional, cooperative staff relations and out-of-class activities important to the operation of the Academy.
- Conducts himself or herself according to professional, ethical principles.
- Displays personal qualities, which reflect favorably upon the individual, the group and the Academy.
- Assumes other responsibilities assigned by the Principal.

FACILITIES

- Assumes responsibility for the orderliness of the learning environment and the appropriate and safe use of instructional facilities and equipment.

WORK ENVIRONMENT:

While performing duties of this job the employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. The lighting in the work environment is usually well lit and appropriate for a classroom setting.

TERMS OF EMPLOYMENT:

Salary and work schedule established by Choice Schools Associates, L.L.C. and approved by the Academy Board via the annual school operating budget and calendar approval process.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify and ICHAT clearance.

EVALUATION:

The Principal and classroom Teacher will evaluate job performance through systematic input from various primary internal and external stakeholders.

STATEMENT OF UNDERSTANDING:

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

Signature of Employee

Date Signed

Printed Name of Employee

Date Signed

MANAGEMENT SERVICES AGREEMENT

This Management Services Agreement (the " Agreement") is made and entered into this 1st day of 2023 (the "Effective Date), by and between **Choice Schools Associates, LLC**, a Michigan limited liability company ("Choice Schools"), and **Four Corners Montessori Academy** (the "Academy"), a body corporate and public school academy organized under the Michigan Revised School Code (the "Code").

WHEREAS, the Academy operates pursuant to a contract (the "Contract") issued by the Board of Trustees of Oakland University ("OU"); and

WHEREAS, the Academy operates as a public-school academy under the direction of the Board (the "Board"); and

WHEREAS, Choice Schools is a limited liability company providing educational and managerial services to public school academies that has the ability to implement a comprehensive educational program and management methodologies for the Academy; and

WHEREAS, the Academy desires to engage Choice Schools as of the effective date of this Agreement to perform certain services related to the Academy's educational program and operations.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I

CONTRACTUAL RELATIONSHIP

A. Authority. The Academy has been granted the Contract by OU to organize and operate a public-school academy, together with the powers necessary or desirable for carrying out the educational program set forth in the Contract. The Academy is authorized by law to contract with a private entity to provide educational management services; no provision of this Agreement shall prohibit the Board from acting as an independent, self-governing public body, allow public decisions to be made other than in compliance with the Open Meetings Act, or interfere with the Board' s duty to exercise its constitutional statutory, contractual and fiduciary obligations governing the operation of the Academy.

B. Delegated Authority. Acting under and in the exercise of such authority, the Academy hereby delegates to Choice Schools, to the extent permitted by law, specified functions relating to the provision of educational services and the management and operation of the Academy; provided, however, that this Agreement is subject to all the terms and conditions of the Contract. The Contract shall be deemed incorporated herein by this reference. In the event of any inconsistency between provisions of this Agreement and provisions of the Contract, the provisions of the Contract shall prevail.

C. Status of the Parties. Choice Schools is a Michigan limited liability company

and is not a division or a part of the Academy. The Academy is a body corporate and governmental entity authorized by the Code and is not a division or part of Choice Schools. The relationship between Choice Schools and the Academy is based solely on the terms of this Agreement.

D. Independent Contractor/Designation of Agents. The parties to this Agreement intend that the relationship between them is that of an independent contractor, not an employee-employer relationship. The relationship between the parties was developed and entered into through arm's length negotiations and is based solely on the terms of this Agreement. Except as otherwise expressly designated by written agreement of the parties with consent from anyone whose consent is required by law or contract, no agent, officer or employee of the Academy shall be determined to be an agent or employee of Choice Schools and, except as set forth in Article III(Q) of this Agreement, no agent, officer or employee of Choice Schools shall be determined to be an agent or employee of the Academy except if expressly acknowledged in writing by the other party. The Academy will be solely responsible for its acts and omissions and the acts and omissions of its agents, officers and employees. Choice Schools will be solely responsible for its acts and omissions and the acts and omissions of its agents, officers, employees and subcontractors. Choice Schools is not a division of any part of the Academy. In the performance of services under this Agreement, Choice Schools (its officers, directors, employees and designated agents) shall be regarded at all times as performing services as an independent contractor of the Academy. Choice Schools shall be solely and exclusively responsible for recruiting, selecting, hiring, compensating, training, evaluating, disciplining, dismissing, terminating and otherwise controlling the employment conditions, employment rights, compensation and other similar matters relative to all individuals whom Choice Schools employs in connection with providing services under this Agreement. Except as otherwise provided for in this Agreement, and subject to the Contract, Choice Schools shall be self-directed in its activities and shall determine its own methods and manner for performing the Services required under the terms of this Agreement within the overall policies and budgets established by the Board, as the same may be amended from time to time.

- i. If Choice Schools leases employees to the Academy, Choice Schools shall provide that Choice Schools accepts full liability for benefits, salaries, worker's compensation, unemployment compensation and liability insurance for its employees leased to the Academy or working on Academy operations. If the Academy is staffed through an employee leasing agreement, legal confirmation shall be provided to the Board that the employment structure qualifies as employee leasing.
- ii. No agent or employee of Choice Schools shall be determined to be an agent or employee of the Academy, except as follows:
 - A. Choice Schools, and its respective officers, directors, employees and designated agents are each hereby authorized to serve as agents of the Academy having a legitimate educational interest in the Program and its students for purposes of the Family Educational Rights and Privacy Act, 20 USC § 1232g *et seq.* ("FERPA"), such that they are jointly and severally entitled to access the educational records of the Program for all purposes related to FERPA.

- B.** During the term of this Agreement, the Academy may disclose confidential data and information to Choice Schools, and its respective officers, directors, employees and designated agents and Choice Schools may access confidential data and information, to the extent permitted by applicable law, including without limitation, the Family Educational Rights and Privacy Act, 20 USC § 1232g, the Individuals with Disabilities Education Act (“IDEA”), 20 USC § 1401 *et seq.*, 34 CFR §§ 300.610-300.626; Section 504 of the Rehabilitation Act of 1973, 29 USC § 794a, 34 CFR § 104.36; the Michigan Mandatory Special Education Act, MCL 380.1701 *et seq.*; the Americans with Disabilities Act, 42 USC § 12101 *et seq.*; the Health Insurance Portability and Accountability Act (“HIPAA”), 42 USC §§ 1320d-13200d-8; 45 CFR §§ 160, 162 and 164; the federal Privacy Act of 1974, 5 USC § 552a; and the Michigan Social Security Number Privacy Act, MCL 445.84 (each related to the non-disclosure of social security numbers. Choice Schools agrees that it shall comport with all applicable laws, rules and regulations in the handling, maintaining, safeguarding, re-disclosing, and returning of confidential data and information disclosed or accessed under this Agreement. Choice Schools will be solely responsible for the acts of its agents, employees, and those contractors and subcontractors who are contracted through Choice Schools.
- iii. As otherwise expressly designated by written agreement of the parties with consent from anyone whose consent is required by law or contract and Article III(Q) of this Agreement.

ARTICLE II

TERM

A. Term. This Agreement shall become effective July 1, 2023 and shall cover five (5) fiscal years commencing on July 1, 2023 and ending on June 30, 2028, subject to the continued Contract and the continued receipt of state aid and categoricals. The Contract from OU is effective through June 30, 2028. The term of this Agreement shall not extend beyond the terms of the Academy’s Contract. The parties recognize that during the reauthorization process OU may condition an extension or reauthorization of the Contract upon modifications to this Agreement or submission of a new Agreement. The maximum Term of this Agreement shall not exceed the length of the Contract.

B. Revocation or Termination of Academy's Contract. If the Academy's Contract issued by the OU Board of Trustees is revoked or terminated, this Agreement shall automatically terminate on the same date as the Academy's Contract is revoked or terminated without further action by the parties.

C. Reconstitution of the Academy. In the event that the Academy is required (i) to

close an Academy site pursuant to notice issued by the Michigan Department of Education under Section 507, 528 and 561 of the Code, MCL 380.507, 380.528, 380.561; or (ii) to undergo a reconstitution pursuant Sections 507, 528 and 561 of the Code, MCL 380.507, 380.528 and 380.561, and the Contract, and such a 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 Choice Schools shall have no recourse against the Academy or the University Board for implementing such a site closure or reconstitution.

ARTICLE III

FUNCTIONS OF CHOICE SCHOOLS

A. Responsibility. Choice Schools shall be responsible for the management, operation, administration, and education at the Academy, consistent with the Board Policy, the Contract and applicable law. Such functions include, but are not limited to:

- i. Implementation and administration of the Educational Program and curriculum contained in the Contract;
- ii. Development a marketing and communication plan development for Board approval; the cost of implementation shall be the Academy's responsibility;
- iii. Budget preparation and financial management services;
- iv. Management of accounting and bookkeeper services;
- v. Risk management;
- vi. Acquisition of instructional and non-instructional materials, equipment and supplies, the cost of which shall be the Academy's responsibility;
- vii. Selection, employment (as set forth in Article I (D)) and supervision of all teachers and staff and the personnel management services (recordkeeping, wage and benefits administration, training and technical assistance) necessary to support those employees;
- viii. Food service management;
- ix. Transportation management;
- x. Facilities management, including assistance in securing funding sources for facility improvements as needed;
- xi. Preparation and timely submission of required OU, local, state and federal reports;
- xii. Information and technology system management;
- xiii. Preparation of applications and reports for state and federal grants;
- xiv. Management of school building operations;
- xv. Administration of extra-curricular and co-curricular activities and program approved by the Board;

- xvi. Preparation and implementation of administrative guidelines supporting Board policy, including student codes of conduct;
- xvii. Provision of special education programs and services to eligible students who attend the Academy in conformity with the requirements of state and federal laws and applicable regulations and policies.

B. Educational Goals and Program. Choice Schools shall implement the educational goals and programs set forth in the Contract, and 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 (collectively the “Educational Program”). In the event that Choice Schools determines that it is advisable to modify the Educational Program set forth in the Contract, Choice Schools will provide written notification to the Board specifying the changes it recommends and the reasons for the proposed changes. No changes in the Educational Program shall be implemented without the prior approval of the Board and OU. Choice Schools shall provide the Board with periodic written reports specifying the level of achievement of each of the Academy's educational goals set forth in the Contract and detailing its plan for meeting any educational goals that are not being attained. These reports will be submitted to the Board immediately prior to the Board's regular meeting in January and July each year, and at such other times as specified in Board policy as the same may be changed from time to time. The Educational Program shall be in compliance with OU's requirements, applicable state and federal laws, rules and regulations.

C. Subcontracts. It is anticipated that Choice Schools will utilize subcontracts to provide some of the services it is required to provide to the Academy, including but not limited to, transportation and/or food service. Choice Schools shall not subcontract the management, oversight or operation of the teaching and instructional program without the prior approval of the Board. Board approval of other subcontracts is not required unless the cost for these subcontracted services exceeds the funds appropriated for that purpose in the Academy's approved budget. Choice Schools will receive no additional fee as a result of subcontracting of any services. Choice Schools remains responsible to the Academy for the services provided through subcontracting agreements. Choice Schools shall ensure that all subcontracts comply with applicable law including the Family Educational Rights and Privacy Act, 20 U.S.C §1232*et seq.*, (“FERPA”) and the criminal background check provisions of the Code.

To the extent that Choice Schools may subcontract any or all aspects of the services permitted by the terms of this Agreement, Choice Schools represents that it shall include in the subcontracted services agreement provisions comparable to those contained in this Article III, inclusive of subparts, to identify the employer of any person providing services under a contracted services agreement or, in the absence of an employer and in the case of an independent sub-contractor, to expressly provide that the service provider is an individual independent contractor and is not intended to be, and shall not be regarded as an employee of the Academy.

D. Place of Performance. Instruction services other than field trips will normally be performed at the Academy facilities. Choice Schools may perform functions other than instruction, such as purchasing, professional development, and administrative functions at off-site locations unless prohibited by the Contract or applicable law. The Academy shall provide

Choice Schools with the necessary office space at the Academy site to perform all services described in this Agreement.

E. Acquisitions. All acquisitions made by Choice Schools for the Academy including, but not limited to, instructional materials, equipment, supplies, furniture, computers and other technology, shall be owned by and remain the property of the Academy. Choice Schools and its subcontractors will comply with all federal and state laws, rules and regulations in addition to such policies as the Board may, from time to time, adopt under Section 1267 and Section 1274 of the Code as if the Academy were making these purchases directly from a third party supplier or vendor. Choice Schools and its subcontractors will not include any fees or charges to the cost of the equipment, materials and supplies purchased from third parties when it seeks reimbursement for the cost of these acquisitions.

F. Pupil Performance Standards and Evaluation. Choice Schools is responsible for and accountable to the Board for the performance of students who attend the Academy. Choice Schools shall implement pupil performance evaluations which permit evaluation of the educational progress of each Academy student, using measures of student and school performance required by the Contract or applicable laws and such additional measures as shall be mutually agreed between the Board and Choice Schools including, but not limited to, parent satisfaction surveys.

G. Student Recruitment. Choice Schools shall be responsible for the recruitment of students subject to the provisions of the Contract or applicable laws and the policies adopted by the Board. Students shall be selected in accordance with the procedures set forth in the Contract and in compliance with the Code and other applicable law. Choice Schools shall follow all applicable procedures regarding student recruitment, enrollment and lottery management, and shall be responsible for publication of appropriate public notices.

H. Student Due Process Hearings. Choice Schools shall provide students with procedural and substantive due process in conformity with the requirements of applicable law and Board policy regarding discipline, special education, confidentiality and access to records, to an extent consistent with the Academy's own obligations. The Board shall retain the right to provide due process as required by law and to determine whether any student will be expelled.

I. Legal Requirements. Choice Schools shall provide educational programs that meet requirements under the Contract and applicable law unless such requirements are or have been waived.

J. Policies and Procedures. The Board shall consider, adopt and conduct its operations in conformity with policies and procedures applicable to the Academy. Choice Schools is directed to enforce the policies and procedures adopted by the Board. Choice Schools shall assist the Board in its policy making function by recommending the adoption of reasonable rules, regulations and procedures applicable to the Academy.

K. School Year and School Day. The school year and the school day shall be as provided in the Contract and as defined annually by the Board in compliance with applicable law.

L. Authority. Choice Schools shall have authority and power necessary to undertake its responsibilities described in this Agreement except in the case(s) wherein by law such power may not be delegated.

M. Compliance with Academy's Contract. Choice Schools 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 OU Board of Trustees, including all schedules attached thereto and policies referenced therein, as they may be amended. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement. Choice Schools agrees to assist the Academy in complying with all of the Academy's reporting, recordkeeping, and other obligations under the Academy's Contract. Choice Schools shall not act in a manner which will cause the Academy to be in breach of its Contract. Any action or inaction by Choice Schools that causes the Contract to be revoked, terminated or suspended, or which results in the Academy receiving official notification from the Charter Schools Office, University Board, Superintendent of Public Instruction, or other authorized body or official, of the commencement of or an intent to initiate proceedings for the termination, revocation or suspension of the Contract, shall be designated a material breach, which shall be grounds for termination of the Agreement by the Academy.

N. Additional Programs. The services provided by Choice Schools to the Academy under this Agreement consist of the Educational Program as set forth in the Contract and as set forth in Article III(B) of this Agreement, as the same may change from time to time. The Academy may decide to provide additional programs, including but not limited to summer school. Any revenues collected from such programs will go directly to the Academy. The Academy may also purchase additional services from Choice Schools at mutually agreeable cost. Such additional services shall be documented in writing as an amendment to this Agreement, subject to review by OU.

O. Annual Budget Preparation. The Board shall by Board resolution appoint the Board Treasurer, or such other officer as determined by the Board, to serve as the chief administrative officer of the school (the "CAO") under the Uniform Budgeting and Accounting Act, MCL 141.421 *et seq.* (the "Budgeting and Accounting Act"). Notwithstanding any other provisions of the Agreement to the contrary, the Board resolution may designate Choice School's chief financial officer, or such other Choice Schools employee as is mutually agreed upon by Choice Schools and the Academy, as the designated agent of the CAO to assist the CAO with the performance of the CAO's duties under the Budgeting and Accounting Act. Choice Schools will provide the Board with a proposed annual budget that shall conform to the Michigan Public School Accounting Manual and the Uniform Budgeting and Accounting Act, MCL 141.421 *et seq.* and in a form satisfactory to the Board and in compliance with the Contract. The budget shall contain reasonable detail as requested by the Board and as necessary to comply with the public accounting standards applicable to public schools and applicable law. The budget shall include anticipated revenues and projected expenses and costs reasonably associated with operating the Academy and the Educational Program and the provisions of Article III including, but not limited to, the projected cost of all services and educational programs provided to the Academy, rent and lease payments, debt service, maintenance and repairs to Academy facilities, supplies and furnishings necessary to operate the Academy, taxes, insurance premiums, utilities, professional fees, and other costs and expenses connected to the operation of the Academy. The proposed budget shall be submitted to the Board for approval not later than thirty (30) calendar days prior to the date

when the approved budget is required to be submitted to OU. Choice Schools may not make deviations from the approved budget without the prior written approval of the Board. 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.

P. Compliance with Section 503c. On an annual basis, CSA agrees to provide the Board with the same information that a school district is required to disclose under section 18(2) of the State Aid Act of 1979, MCL.380.1618 and MCL 380.503(c)(6), for the most recent school fiscal year for which the information is available. Within thirty (30) calendar days of receipt of this information, CSA 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.

Q. Compliance with Section 12.18 of Contract. CSA shall make information concerning the operation and management of the Academy available to the Academy as deemed necessary by the Board in order to enable the Academy to fully satisfy its obligations under Section 12.18(a) and Schedule 4 of the Contract as well as applicable law. Except as provided by applicable law, this Agreement shall not restrict the University's or the public's access to the Academy's records.

R. Compliance with the Contract. Choice Schools shall make information concerning the operation and management of the Academy, including without limitation the information described in the Contract and applicable law, available to the Academy as deemed necessary by the Board in order to enable the Academy to fully satisfy its obligations under the Contract and applicable law.

S. Suspension and Debarments List. Federal agencies are required to award contracts only to presently responsible sources and cannot award funds to entities that have been suspended or debarred from doing business with the federal government. The Academy is a recipient of federal funding and Choice Schools is required to refrain from any action that will result in being suspended or debarred. Choice Schools certifies and affirms that it is not included on the federal Suspension and Debarments list of Excluded Parties; nor is Choice Schools affiliated with any party that is included on the federal Suspension and Debarments list of Excluded Parties.

T. Personally, Identifiable Information. Choice Schools agrees to treat all education records personally identifiable information (collectively "PII") received from the Academy or from students confidentially and securely, in compliance with all applicable laws and regulations related to protecting the privacy of PII, including without limitation the Family Education Rights and Privacy Act (FERPA), the Michigan Revised School Code, and Section 5 of Michigan's Student Online Personal Protection Act, MCL 388.1295. Except as permitted under the Code, Choice Schools shall not sell or otherwise provide to a for-profit business entity any PII that is part of an Academy student's education records. If Choice Schools receives information that is part of an Academy student's education records, Choice Schools shall not sell or otherwise provide the information to any other person except as permitted under the Code. For purposes of this Section, the terms "educational records" and "personally identifiable information" shall have the same meaning as those terms in Section 1136 of the Code, MCL 380.1136 and 20 USC 1232g. In addition, Choice Schools will maintain a documented security program that incorporates

appropriate, commercially reasonable, and industry- standard security measures to protect such PII. Choice Schools will notify the Academy of any security breach that impacts PII received from the Academy or from students within a commercially reasonable time after discovery and will provide regular status updates until the breach is resolved. After final resolution of the breach, Choice Schools will provide the Academy with a final incident report.

U. Data Security Breach. Choice Schools shall promptly report to the Board, not later than the first business day following discovery, any use or disclosure of PII 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. Choice Schools agrees to promptly undertake to identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Choice Schools has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, (v) whether, and if so on what grounds, Choice Schools has determined that the security breach has not or is not likely to cause substantial loss or injury to, or result in identity theft with respect to, one or more residents of this state, and (vi) what corrective action Choice Schools has taken or shall take to prevent future similar unauthorized use or disclosure. Choice Schools shall provide such other information as reasonably requested by the Board. Choice Schools shall take appropriate action, in accordance with MCL 445.72, to notify affected individuals whose CDI may have been compromised.

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

ARTICLE IV

OBLIGATIONS OF THE BOARD

A. Board Policy Authority. The Board is responsible for determining the fiscal and academic policies that will govern the operation of the Academy, including policies relative to the conduct of students while in attendance at the Academy or en route to and from the Academy and regulations governing the procurement of supplies, materials and equipment. The Board shall exercise good faith in considering the recommendations of Choice Schools on issues including, but not limited to, policies, rules, regulations, procedures, curriculum and budgets subject to the constraints of law and the requirements of the Contract. Failure of Choice Schools and the Board to agree on educational policies is grounds for termination of this Agreement by either party and will be subject to Article VII(I) of this Agreement.

B. Building Facility. The Board is responsible for the acquisition by either purchase or lease, of a building facility that complies with all of the requirements of the Contract and applicable law.

C. Academy Employees. The Board may employ such employees as it deems necessary. The cost to employ Academy employees shall be paid by the Board.

D. Educational Consultants. The Board may retain an educational consultant or consultants to review the operations of the Academy and the performance of Choice Schools under this Agreement. Choice Schools shall cooperate with the educational consultant or consultants and will provide those individuals with prompt access to records, facilities and. Choice Schools shall have no authority to select, evaluate, assign, supervise or control any educational consultant employed by the Board, and agrees that it will not bring or threaten to bring any legal action against the Board or any educational consultant for the performance of the functions requested to be performed by the Board and which are consistent with this Agreement. The cost to employ an educational consultant shall be paid by the Board.

E. Legal Counsel. The Board shall select and retain legal counsel, at its expense, to advise it on any matter, including, but not limited to, its rights and responsibilities under the Contract, this Agreement and applicable law.

F. Audit. The Board shall select and retain an independent auditor, at its expense, to perform the annual financial audit in accordance with the Contract and applicable state law. Choice Schools shall not select or retain the independent auditor for the Academy. Choice Schools shall make available all of its financial and other records related to the Academy available to the Academy and the Academy's independent auditors.

G. Budget. The Board is responsible for adopting a budget in accordance with the provisions of the Budgeting and Accounting Act, MCL 141.421 et seq, that has adequate resources to fulfill its obligations under the Contract, including but not limited to its oversight of Choice Schools, the organization of the Academy, negotiation of the Contract and any amendments, payment of employee costs, insurance required under the Contract and this Agreement, the annual financial audit and retention of the Board's legal counsel, independent auditor and consultants. Choice Schools may not make expenditures or commitments which deviate from the amounts or purposes of appropriations contained in the approved budget without the prior approval of the Board in the form of an approved amendment of the budget in accordance with applicable law and the Contract. In addition, the Board is responsible for determining the budget reserve amount included as part of the Academy's annual budget, for implementing fiscal policies that will assist the Academy in attaining the stated budget reserve amount and for approving necessary amendments to the budget to reflect necessary deviations from the adopted budget. The budget may be amended from time to time as deemed necessary by the Board. The Board shall designate an Board member as the Chief Administrative Officer of the Academy and otherwise observe the provisions of Article III(O).

H. Academy Funds. The Board shall determine the depository of all funds received by the Academy. All funds received by the Academy shall be initially deposited in the Academy's depository account. Signatories on the depository account shall be current Board members and/or individuals properly designated annually by Board resolution. All interest income or investment earnings on Academy deposits shall accrue to the Academy. The Board shall provide Academy funding on a consistent and timely basis to Choice Schools in order that Choice Schools may fulfill its obligations under this Agreement.

I. Governmental Immunity. The Board shall determine when to assert, waive or not waive its governmental immunity. Nothing in this Agreement is intended to, nor shall it be construed, as a relinquishment or waiver by the Board of any immunity from action or liability.

J. Contract with OU. The Board will not act in a manner which will cause the Academy to be in breach of its Contract with OU.

K. Evaluation of Choice Schools. The Board will evaluate the performance of Choice Schools each year to provide Choice Schools with an understanding of the Board's view of its performance under this Agreement. A copy of the evaluation will be sent to the Board for review and reflect on its answers in March, with the completion of the evaluation done by the end of May each year. Choice will determine the format to conduct this evaluation..

ARTICLE V

FINANCIAL ARRANGEMENT

A. Primary Source of Funding. As a Michigan public school, the primary source of funding for the Academy is state school aid payments based upon the number of students enrolled in the Academy combined with such other payments as may be available from state and federal sources for specific programs and services.

B. Other Revenue Sources. In order to supplement and enhance the state school aid payments and improve the quality of education at the Academy, the Board and Choice Schools shall endeavor to obtain revenue from other sources. In this regard:

- i. The Academy and/or Choice Schools shall solicit and receive donations consistent with the mission of the Academy.
- ii. The Academy and/or Choice Schools may apply for and receive grant money in the name of the Academy. Choice Schools shall provide advance notification to the Board of any grant applications it intends to make and shall receive the approval of the Board for the application prior to accepting any grant.
- iii. To the extent permitted under the Code, Choice Schools may charge fees to students for extra services such as summer programs, after school programs and athletics and charge non-Academy students who participate in such programs approved by the Board.

All funds received by Choice Schools or the Academy from such other revenue sources shall inure to and be deemed the property of the Academy, except as otherwise agreed by the parties in writing as an amendment to this Agreement.

C. Compensation for Services. For the term of this Agreement, the Academy shall pay

Choice Schools an annual fee. This annual fee shall be calculated as follows: The annual fee to be paid for services performed between July 1, 2023 through June 30, 2028 shall be ten (10.00%) percent of all annual gross revenues. For purposes of this Section, the term "gross revenues" means the sum of (a) the amount of all payments applicable to a school year that the Academy receives directly or indirectly under Article V, Paragraph A plus (b) the amount of all grants received by the Academy under Article V, Paragraph B(2) that were initiated and administered by Choice Schools and which are to be expended during that school year. Gross revenue does not include any local revenue, currently classified under function codes 128 to 199 of the State of Michigan Chart of Accounts, and as may be amended or revised. Choice Schools' annual fee shall be paid in twelve (12) equal monthly installments beginning in July of each school year. The exact day of the month that each monthly installment is to be paid will coincide with the timing of any state school aid payment from the State of Michigan to be received in that month. In months where no state school aid payments are to be received, the day of the month when that monthly installment will be due will be mutually agreed upon by the parties after taking into consideration available year-end funds and the timing of funds to be made available from state school aid anticipation notes or other sources. All installments of the annual fee for the 2027 - 2028 school year shall be paid by June 30, 2028 if this Agreement is not extended beyond the scheduled termination date. The amount of the annual fee is subject to reduction in a mutually agreeable amount in any school year if extenuating circumstances make payment of the entire annual fee inappropriate.

D. Reasonable Compensation. The parties wish to satisfy the requirements of Rev. Proc. 97-13 so that the provision of Choice School's services under this Agreement does not cause the Academy's facilities to be treated as used in a private business use under Section 141(b) of the Internal Revenue Code of 1986, as amended. Choice Schools compensation under this Agreement is reasonable compensation for services rendered. Choice Schools compensation for services under this Agreement will not be based, in whole or in part, on a share of net profits from the operation of the Academy.

E. Payment of Program Costs. In addition to the Academy's obligation to pay or reimburse Choice Schools for the cost to employ Choice Schools employees under Article VI, all costs reasonably incurred within Board approved budget parameters in providing the Educational Program and the services listed in Article III(A) at the Academy shall be paid by the Academy. Such costs shall include, but shall not be limited to, curriculum materials, professional textbooks, library books, computer and other equipment, software, supplies utilized at the Academy for educational purposes, building payments, maintenance, utilities, capital improvements, and marketing and development costs. Marketing and development costs 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 Choice Schools. The Board shall pay or reimburse Choice monthly for approved fees and expenses upon properly presented documentation and approval by the Board, but reimbursements for the cost of compensation of Choice employees under Article VI shall be made not later than thirty (30) business days before that compensation is due to the employees. Choice Schools At its option, the Board may advance funds to Choice Schools for the fees and expenses associated with the Academy's operation provided that documentation for the fees and expenses are provided for Board ratification. In paying costs on behalf of the Academy, Choice Schools shall not charge an added fee. Any costs reimbursed to Choice Schools that are determined by the independent audit not to be reasonably incurred on behalf of the Educational Program of the Academy shall be promptly returned to the Academy by Choice Schools.

F. Choice Schools Costs. The annual fee to be paid to Choice Schools set forth in

Article V(C) is intended to compensate Choice Schools for all expenses it incurs for administrative and financial services it is required to provide under this Agreement, including but not limited to, expenses associated with individuals providing professional and curriculum development services, accounting services, clerical services, legal services for Choice-related issues, management budgeting services, and administrative services. Choice Schools will provide sufficient professional and non-professional staff in these areas, who shall be compensated by Choice Schools. In addition, the annual fee is intended to compensate Choice for all costs incurred by Choice to provide these services. The annual fee does not include payments for Choice Schools personnel provided pursuant to Article VI (B), (C), and (D), the cost of which will be reimbursed in accordance with Article VI (A), nor does it include legal services related to special education appeals or Academy related matters.

G. Choice Schools Legal Services. The annual fee set forth in Article V (C) is intended to compensate Choice Schools for routine legal fees it incurs to receive advice regarding the scope of its obligations under state and federal law to provide the administrative and financial services Choice Schools is required to provide under this Agreement. The annual fee does not cover non-routine legal services including, but not limited to, the legal fees and costs associated with the appointment of special education hearing officers and the engagement of counsel to represent the Academy in legal or administrative proceedings, which are the responsibility of the Academy. The Board shall at all times retain the sole authority and discretion to engage independent legal counsel. The Board shall be the client for purposes of Academy legal services.

H. Other Public-School Academies. The Academy acknowledges that Choice Schools has entered or will enter into management agreements with other public-school academies. Choice Schools shall separately account and provide written detail for reimbursable expenses incurred on behalf of the Academy and other public-school academies, and only charge the Academy for expenses incurred on behalf of the Academy.

I. Financial Reporting. Choice Schools shall provide the Board monthly financial statements that at a minimum include: a balance sheet, an object-level detailed statement of revenues, expenditures and changes in fund balance that includes a comparison of budget-to-actual information and an explanation of variances. The foregoing presentation shall be in a form and format acceptable to the Board and shall be provided to Board members not less than three (3) business days prior to the Board meeting at which the information will be considered in the Board packets sent to Board members in preparation for Board meetings. Choice Schools shall provide special reports as necessary to keep the Board informed of changing conditions. All finance and other records of Choice Schools related to the Academy will be made available to the Academy, the Academy's independent auditor and the Authorizer upon request.

J. Operational Reporting. At least four (4) times per year, Choice Schools will provide the Board with comprehensive written reports detailing Academy operations, finances and student performance. In order to enable the Board to monitor Choice Schools educational performance and the efficiency of its operation of the Academy, upon the request of the Board, Choice Schools will provide written reports to the Board on any topic of Academy activity or operations and which are consistent with this Agreement. These special reports will be provided in a timely fashion, at a date mutually agreed upon by the Board and Choice Schools.

K. Other Financial Relationships. Any lease, promissory note or other negotiable instrument, lease-purchase agreement or other financing agreement between the Academy and Choice Schools shall be contained in a document separate from this Agreement and shall comply with applicable law and OU's

Educational Service Provider Policies.

L. Access to Records. Choice Schools shall keep accurate financial records pertaining to its operation of the Academy, together with all Academy financial, educational and student records prepared by or in the possession of Choice Schools and retain all of these records for a period as required by Bulletin 1022 of Michigan's Record Retention Schedule, or applicable law, whichever period is the longest, from the close of the fiscal year to which such books, accounts and records relate. Choice Schools shall further make information concerning the operation and management of the Academy, including but not limited to, information required to be kept by the Contract with OU, including all exhibits and schedules and the like, available to the Academy as deemed necessary by the Board in order to enable the Academy to fully satisfy its obligations under the Contract and applicable law and to OU upon request. Financial, educational, operational and student records that are now or may in the future come into the possession of Choice Schools remain Academy records and are required to be returned by Choice Schools to the Academy upon demand, provided that Choice Schools may retain copies of records necessary to document the services provided to the Academy and its actions under this Agreement. Choice Schools and the Academy shall maintain the proper confidentiality of personnel, student and other records as required by law. All Academy records shall be physically or electronically available, upon request, at the Academy's physical facilities. The financial, educational, operational and student records pertaining to the Academy are Academy property and many are public documents subject to disclosure in accordance with the provisions of the Michigan Freedom of Information Act. This Agreement shall not restrict, nor shall it be construed to restrict, OU's or the public's access to these records under the Freedom of Information Act or the Contract, except to the extent applicable law permits the exemption of such materials from disclosure.

M. Access to Confidential Information. Choice Schools, and its respective officers, directors, employees and designated agents are each hereby authorized to serve as agents of the Academy having a legitimate educational interest in the Educational Program and its students for purposes of the Family Educational Rights and Privacy Act, 20 USC § 1232g *et seq.* ("FERPA"), such that they are jointly and severally entitled to access the educational records of the Educational Program for all purposes related to FERPA. The Academy agrees to define "school official" in the Academy's annual notification of rights under 20 USC § 1232g, 34 CFR § 99, 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 CFR § 99.33(a) governing the use and redisclosure of personally identifiable information from education records. The Board designates Choice Schools 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. Choice Schools 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 Choice Schools shall be deemed to be an agent of the Academy. During the term of this Agreement, the Academy may disclose, and Choice Schools and its officers, directors, employees and designated agents may have access to, confidential information to the extent permitted by applicable law, including without limitation, the Family Educational Rights and Privacy Act, 20 USC § 1232g *et seq.* ("FERPA"), the Individuals with Disabilities Education Act ("IDEA"), 20 USC § 1401 *et seq.*, 34 CFR §§ 300.610-300.626; Section 504 of the Rehabilitation Act of 1973, 29 USC § 794a, 34 CFR § 104.36; the Michigan Mandatory Special Education Act, MCL 380.1701 *et seq.*; the Americans with Disabilities Act, 42 USC § 12101 *et seq.*; the Health Insurance Portability and Accountability Act ("HIPAA"), 42 USC

§§ 1320d-13200d-8; 45 CPR §§ 160, 162 and 164; and social security numbers, as protected by the federal Privacy Act of 1974, 5 USC § 552a; and the Michigan Social Security Number Privacy Act, MCL 445.84. Choice Schools agrees that it shall comply with all applicable law regarding the safeguarding of the confidentiality of such information.

N. Representations Regarding Performance. Choice and the Academy hereby certify the following representations with regard to its performance under this Agreement. These representations are deemed to be incorporated into the Agreement and binding upon the parties:

- i. Choice Schools compensation under this Agreement is reasonable and is not based, in whole or in part, on a share of the net profits and/or a share of the net losses from the operation of the Academy or upon the disposition, damage or destruction of the Academy's property.
- ii. This Agreement does not pass along to Choice Schools the burden of bearing any share of the net losses from the operation of the Academy or upon the disposition, damage or destruction of the Academy's property.
- iii. The term of this Agreement is not greater than 30 years or 80 percent of the useful life of the Academy's tax-exempt bond financed school facility (if shorter) including all renewal options.
- iv. The Academy bears the risk of loss upon the disposition, damage or destruction of the Academy's property.
- v. Choice Schools is not entitled to and will not take any federal tax position that is inconsistent with being a service provider under this Agreement to the Academy.

O. Governance. Further, with regard to governance:

- (i) No more than 20 percent of the voting power of the governing body of the Academy is vested in the directors, officers, shareholders, partners, members and employees of the service provider, in the aggregate.
- (ii) The governing body of the Academy does not include the chief executive officer of the service provider or the chairperson (or equivalent executive) of the service provider's governing body.
- (iii) The chief executive officer of Choice Schools is not the chief executive officer of the Academy or any of the Academy's related parties (as defined in Treasury Regulation 1.150-1(b)).

P. Relationship Between the Academy and Choice. In interpreting this Agreement and the provision of services required pursuant to this Agreement, Choice shall not have any role or relationship with the Academy that, in effect, substantially limits the Academy's ability to exercise its rights, including cancellation rights, under this Agreement. As required by the Academy's Articles of Incorporation and Bylaws, the Board may not include any director, officer or employee of the management company that contracts with the Academy. In furtherance of such restriction, it is agreed between the Academy and Choice that none of the voting power of the governing body of the Academy will be vested in Choice or its directors, members, managers, officers, shareholders and employees and the Academy and Choice will not be related parties as defined in Treasury Regulation 1.150-1(b)(6).

ARTICLE VI

PERSONNEL AND TRAINING

A. Personnel Responsibility. Choice Schools is responsible for providing the Academy with a School Administrator and qualified administrative, teaching, food service, secretarial, maintenance and transportation staff to operate the Academy within the staffing levels approved by the Board in its annual budget. Choice Schools shall have the authority to recruit, select, hire, evaluate, compensate, assign, discipline, transfer and terminate the employment of all individuals working at or for the Academy with the exception of the Board employees, if any, consistent with state and federal laws, rules and regulations and the provisions of this Agreement. With the exception of Board employees, if any, Choice Schools shall be the employer of all individuals working at or for the Academy and will be responsible for the payment of all costs attributable to these employees, including wages, salaries, fringe benefits, payroll taxes, social security contributions, unemployment costs, workers' disability compensation costs and liability insurance costs irrespective of whether Choice Schools receives an advancement of its costs or the payment of services from the Academy. Unless required by applicable statute, court or administrative decision, or Attorney General's opinion, Choice Schools shall not make payments to the Michigan Public School Employees' Retirement System or any other public retirement system on behalf of its employees. Choice Schools will provide the Board with a detailed listing of the actual wages, salaries, fringe benefits, social security contributions, unemployment costs and workers' compensation costs for all employees of Choice Schools who will be assigned to provide services at the Academy. The Board will reimburse Choice Schools for the cost of the actual wages, salaries, fringe benefits, social security contributions, unemployment costs and workers' compensation costs of employees assigned to the Academy not later than thirty (30) business days before that compensation is due to the employees or to other entities to be paid to provide these benefits, provided that these costs are not higher than anticipated and approved in the annual budget. At its option, the Board may advance funds to Choice Schools for the cost of the wages, salaries, fringe benefits, social security contributions, unemployment costs and workers' compensation costs of employees assigned to the Academy provided that documentation for the fees and expenses are provided for Board review at its next regularly scheduled Board meeting and are consistent with budget allocations. At the request of the Board, Choice Schools will provide payroll services for employees of the Board. Choice Schools will not assign any employee to work at the Academy who has not successfully completed a pre-employment background check (including statutorily required criminal history, criminal background and unprofessional conduct checks) consistent with the Code, Michigan State Police guidelines, credential verification, and a pre-employment physical if appropriate.

B. Restrictive Covenants. Choice Schools will not place in the employment contracts with any of its employees assigned to work at the Academy any provisions that contain non-compete, no-hire or similar provisions prohibiting or restricting the Academy from hiring instructional staff that performs work for the Academy. Choice Schools agrees that any provision of an employment agreement with any of its employees that would be in violation of this provision is void and shall not be enforceable in any forum.

C. Evaluation. Choice Schools shall comply with the requirements of applicable law, including but not limited to Section 1249 of the Code, MCL 380.1249, regarding the evaluation of

its employees based in part upon data on student growth and the establishment of employee compensation levels that include job performance and job accomplishments as a significant factor. In the event that an employee hired by Choice Schools is retired under the Michigan Public School Employees Retirement Act, Choice Schools will comply with any applicable notice and reporting requirement.

D. School Administrators. Choice Schools shall provide the Academy with a School Administrators who shall be responsible for the daily operational control of the Academy and to make recommendations to Choice Schools regarding employees to be assigned to the Academy. Choice Schools will have the authority, consistent with state law, to select and supervise the School Administrators and to hold that individual accountable for the success of the Academy. Choice Schools shall have the sole responsibility and prerogative to hire the School Administrators; however, the Board may provide reasonable input to Choice Schools in the decision. The School Administrators shall be employees of Choice Schools. Choice Schools shall take into consideration the Board's input during evaluations of Choice Schools in the assignment and staffing of the School Administrators. Choice Schools will notify the Board prior to taking any action that would alter the employment status of the School Administrators. At the request of the Board, Choice Schools will review the performance of the School Administrators with the Board. Upon receipt of written notification indicating that the Board is not satisfied with the performance of a School Administrator, Choice may reassign the School Administrator if the performance problems are not resolved, in its sole discretion. The employment contract with the School Administrator(s), and the duties and compensation of the School Administrator(s), shall be determined by Choice Schools, but that individual (or individuals) must be assigned on a full-time basis to the Academy and may not be providing services to any other school or Academy without the prior written approval of the Board. If Choice Schools chooses to execute a contract with a School Administrator that has a term longer than one year, the Board may request Choice Schools to reassign the School Administrator at the end of the school year; however, Choice Schools has the sole discretion whether to reassign any School Administrators from the Academy.

E. Teachers. As part of the annual budgeting process, Choice Schools shall make a recommendation to the Board regarding the number of teachers required for the operation of the Academy pursuant to the Contract and applicable law. Choice Schools shall provide the Academy with such teachers, certified and qualified in the grade levels and subjects, as are required by the Academy and applicable law. The curriculum taught by such teachers shall be the curriculum prescribed in the Contract. Such teachers may, in the discretion of Choice Schools, work at the Academy on a full- or part-time basis. If assigned to the Academy on a part-time basis, such teachers may also work at other schools operated by Choice Schools. Each teacher assigned to or retained by the Academy shall be a highly qualified teacher with a valid teaching certificate or temporary special permit issued by the State Board of Education under the Code, to the extent required under the Code and the Every Student Succeeds Act of 2015 ("ESSA") or other applicable law. If Choice Schools chooses to execute contracts with teaching staff that have a term of longer than one year, and if the Board is dissatisfied with a teacher's performance, the Board may request Choice Schools to reassign the teacher at the end of the school year; however, Choice Schools has the sole discretion whether to reassign any teacher from the Academy.

F. Support Staff. As part of the annual budgeting process, Choice Schools shall make a recommendation to the Board regarding the number of support staff required for the operation of the Academy pursuant to the Contract. Choice Schools shall provide the Academy with such

support staff, qualified in the areas required, as are required by the Board. Such support staff may, in the discretion of Choice Schools, work at the Academy on a full- or part-time basis. If assigned to the Academy on a part-time basis, such support staff may also work at other schools operated by the Choice Schools. Each support staff employee assigned to or retained by the Academy shall have received the training and hold the certificates, degrees or licenses legally required for the position to which they are assigned under the Code and the Every Student Succeeds Act of 2015 or other applicable law. Choice Schools will provide annual performance reviews of the performance of support staff to the Board. If Choice Schools chooses to execute contracts with support staff that have a term of longer than one year, and the Board is dissatisfied with performance, the Board may request Choice Schools to reassign the support staff at the end of the school year; however, Choice Schools has the sole discretion whether to reassign any support staff from the Academy.

G. Training. Choice Schools shall provide training to the School Administrators, teachers and paraprofessionals on a regular and continuing basis and shall insure that they receive all training required by law and the policies of the Board. The School Administrators, teachers, paraprofessionals and other support staff employees shall receive such other training as Choice Schools determines as reasonable and necessary under the circumstances within the Board approved budget.

H. No Tenure Under Teachers' Tenure Act. None of the teachers, School Leader, principal, administrators or staff employed, retained or contracted by Choice Schools shall be considered employees or teachers of the Academy for purposes of tenure or continuing tenure under the Teachers' Tenure Act, MCL 38. 71 *et seq.* Nor shall any of Choice Schools or its contracted teachers, School Leader, principal, administrators or staff be entitled to administrator tenure under the Code.

I. Criminal Background Checks. Choice Schools agrees that it shall not assign any of its employees, agents or other individuals to perform any services under this Agreement except as permitted under Sections 1230, 1230a, 1230b, MCLA 380.1230, 380.1230a, 380.1230b and related provisions of the Code pertaining to criminal background and criminal conduct checks. Choice Schools shall perform or cause to be performed all criminal and unprofessional conduct checks required by law to be performed with fidelity.

J. Unprofessional Conduct Checks. Choice Schools agrees that it will conduct unprofessional conduct checks, in accordance with Section 1230b of the Code, MCL 380.1230b before hiring an employee assigned to work at or for the Academy.

ARTICLE VII

TERMINATION OF AGREEMENT

A. Termination by the Academy for Cause. This Agreement may be terminated by the Academy for cause prior to the end of the term specified in Article II in the event that Choice

Schools should fail to remedy a material breach within a period reasonable under the circumstances, which in no event shall be longer than sixty (60) days after notice from the Academy. A material breach is a failure to carry out its responsibilities under this Agreement and may include, but is not limited to, (1) failure to account for its expenditures or to pay operating costs (provided funds are available to do so), (2) failure to follow policies or procedures duly adopted by the Board, (3) failure to follow the Educational Program, (4) a violation of the Contract or of applicable law, or (5) any action or inaction by Choice Schools that is not cured within 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, suspension, or termination. In order to terminate this Agreement for cause, the Board is required to provide Choice Schools with written notification of the facts it considers to constitute material breach and the period of time within which Choice Schools has to remedy this breach not to exceed sixty (60) calendar days. After the period to remedy the material breach has expired, the Board may terminate this Agreement by providing Choice Schools with written notification of termination. The Academy and Choice Schools will make every effort necessary to remedy a breach of this Agreement in order to continue school operations until completion of the then-current school fiscal year.

B. Termination by Choice Schools for Cause. This Agreement may be terminated by Choice Schools for cause prior to the end of the term specified in Article II in the event the Academy fails to remedy a material breach within a period reasonable under the circumstances, which in no event shall be longer than sixty (60) days after notice from Choice Schools. A material breach is a failure by the Academy to carry out its responsibilities under this Agreement and may include, but is not limited to, (1) a failure to make timely payments to Choice Schools as required by this Agreement, (2) a failure to give consideration to the recommendations of Choice Schools regarding the operation of the Academy, (3) a violation of the Contract or of applicable law, or (4) any action or inaction by the Academy that places the Contact in jeopardy of suspension, revocation, reconstitution or termination. In order to terminate this Agreement for cause, Choice Schools is required to provide the Board with written notification of the facts it considers to constitute material breach and the period of time within which the Academy has to remedy this breach not to exceed sixty (60) days. After the period to remedy the material breach has expired, Choice Schools may terminate this Agreement by providing the Board with written notification of termination. The Academy and Choice Schools will make every effort necessary to remedy a breach of this Agreement in order to continue school operations until completion of the then-current school fiscal year.

C. Revocation or Termination of the Contract. If the Academy's Charter Contract issued by OU is revoked, terminated or a new contract is not issued to the Academy after expiration of the Academy's Contract, this Agreement shall automatically terminate on the same date as the Academy's Contract is revoked, terminated or expires without further action of the parties.

D. Termination by Either Party Without Cause. If Choice Schools and the Board are unable to agree on educational programs, curriculum or other educational policies that affect the Academy in a significant way, either party may elect to terminate this Agreement at the end of a school year, provided that the terminating party gives the other party written notification of termination at least sixty (60) calendar days prior to the termination date.

E. Action or Inaction By Choice Schools – Revocation, Termination or Suspension of the Agreement. Any action or inaction by Choice Schools that causes the Contract to be revoked, terminated or suspended, or which results in the Academy receiving official notification from OU, the University Board of Trustees, Superintendent of Public Instruction, or other authorized body or official, of the commencement or an intent to initiate proceedings for the termination, revocation or suspension of the Contract, shall be designated a material breach of the Agreement, which shall be grounds for termination of this Agreement. This Agreement may be terminated if directed by OU as part of the process of reconstitution, as provided by the Code.

F. Change in Law. If any federal, state or local law or regulation, or court decision has a material adverse impact on the ability of either party to carry out its obligations under this Agreement, then either party, upon written notice, may request renegotiation of the Agreement; and if the parties are unable or unwilling to renegotiate the terms within ninety (90) calendar days after the notice, the party requesting the renegotiation may terminate this Agreement on thirty (30) calendar days further written notice.

G. Rights to Property Upon Termination. Upon termination of this Agreement all property (real or personal), equipment, materials and supplies whether purchased by the Academy or by Choice Schools with state aid funds or other funds secured by the Academy, shall remain the exclusive property of the Academy. Choice Schools shall have the right upon proof of ownership to reclaim any usable property or equipment (e.g., including, but not limited to, desks, computers, copying machines, fax machines, telephones) that were purchased by Choice Schools with Choice Schools funds. Fixtures and building alterations shall become the property of the Academy.

H. Mid-Year Transition. The Academy and Choice Schools agree that mid-year terminations should be avoided if possible and endeavor to take reasonable 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 Choice Schools agree to work cooperatively to transition management and operations of the Academy without disrupting the Academy's operations. Choice Schools shall perform this transition in a similar manner as described under Article VII(J). based upon completion of the then-current school year.

I. End of Agreement Transition. Upon termination or expiration of this Agreement, or if this agreement is terminated due to a Contract revocation, reconstitution, or termination or non-renewal, Choice Schools shall, without additional charge: (i) close the financial records on the then current school fiscal year which includes, but is not limited to, the completion and submission of the annual financial audit, state and federal grant reporting and all other associated reporting required within the required timelines established by the appropriate local, state and federal authority; (ii) organize and prepare student records for transition to the new educational services provider, 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 educational services provider 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 Choice Schools to the Academy; (iv) organize and prepare the Academy's records, both electronic and hard-copy, for transition to the new educational services provider,

self-management or dissolution; and (v) provide for the orderly transition to the new educational services provider, 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.

ARTICLE VIII

PROPRIETARY INFORMATION

A. Choice Schools Proprietary Information and Academy Rights of Use. Choice Schools shall own all copyright and other proprietary rights to all instructional materials, training materials, curriculum and lesson plans, and any other materials developed by Choice Schools, its employees, agents or subcontractors, or by any individual working for or supervised by Choice Schools, which (i) were directly developed by staff working at the Academy; or (ii) were paid for by Choice Schools with Choice Schools funds. The Academy shall have an ongoing right to use, at no cost, all such materials in use as of the termination of this Agreement.

B. Academy Proprietary Information and Choice Schools Rights of Use. The Academy shall own all copyright and other proprietary rights to all instructional and educational materials, training materials, curriculum and lesson plans, and any other materials (i) developed exclusively by staff working at the Academy; (ii) both directly developed and paid for by the Academy; or (iii) developed by Choice Schools, at the direction of the Board with Academy funds. Choice Schools shall have an ongoing right to use, at no cost, all such materials developed during the term of this Agreement.

C. Required Disclosure. Both parties shall be permitted to report any new teaching techniques or methods of significant revisions to known teaching techniques or methods to OU, the ISD in which the Academy is located and to the State Board of Education, which teaching techniques or methods may thereafter be made available to the public, as provided in Section 505(3) of the Code, MCL 380.505(3) notwithstanding anything contained in this Article VIII to the contrary. Any educational materials and teaching techniques developed by Choice Schools and/or used by the Academy are subject to disclosure under the Code and the Freedom of Information Act.

D. Marks. The Academy and Choice Schools shall provide written notice to the other party regarding the existence of any trademarks, service marks, mascot, or other identifying symbols (Marks) that they consider to be proprietary in nature. Execution of this Agreement satisfies this notice requirement as to each party's name and the Academy's tree logo. The Academy and Choice Schools agree not to use Marks of the other party without the prior written approval.

ARTICLE IX

INDEMNIFICATION

A. Indemnification of Choice Schools. To the extent permitted by law, the

Academy shall indemnify and hold Choice Schools (which term for purposes of this Section A, includes Choice Schools officers, directors, agents and employees) harmless against any and all claims, demands, suits, or other forms of liability (including reasonable attorney's fees and costs) that may arise out of, or by reason of, any noncompliance by the Board (its officers, directors, and employees) with any agreements, covenants, warranties, or undertakings of the Board (its officers, directors, and employees) contained in or made pursuant to this Agreement; and any misrepresentation or breach of the representations and warranties of the Board contained in or made pursuant to this Agreement. In addition, the Academy shall reimburse Choice Schools for any and all legal expenses and costs associated with the defense of any such claim, demand, or suit. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts reasonably acceptable to Choice Schools.

B. Limitations of Liabilities. The Academy may assert all immunities and statutory limitations of liability in connection with any claims arising under this Agreement.

C. Indemnification of the Academy. To the extent permitted by law, Choice Schools shall indemnify and hold the Academy (which term for purposes of this Paragraph C, includes the Board and its officers, directors, and employees) harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any noncompliance by Choice Schools with any agreements, covenants, warranties, or undertakings of Choice Schools contained in or made pursuant to this Agreement; and any misrepresentation or breach of the representations and warranties of Choice Schools contained in or made pursuant to this Agreement. In addition, Choice Schools shall reimburse the Academy for any and all legal expenses and costs associated with the defense of any such claim, demand, or suit. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts reasonably acceptable to the Academy.

D. Indemnification for Negligence. To the extent permitted by law, the Academy shall indemnify and hold harmless Choice Schools, and Choice Schools Board of Directors, officers, employees, agents and representatives, from any and all claims and liabilities which Choice Schools may incur and which arise out of the negligence of the Board or its directors, officers, employees, agents or representatives. To the extent permitted by law, Choice Schools shall indemnify and hold harmless the Academy, and the Academy's Board of Directors, officers, employees, agents or representatives, from any and all claims and liabilities which the Academy may incur and which arise out of the negligence of Choice Schools directors, officers, employees, agents or representatives.

E. Indemnification of OU. The parties acknowledge and agree that the OU Board of Trustees, OU and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless OU, OU Board of Trustees and its members, and their respective officers, employees, agents or representatives 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 OU, which arise out of or are in any manner connected with OU Board of Trustees' approval of the Academy's application, OU Board of Trustees' consideration of or issuance of a Contract, the Board's or the Educational Service Provider's preparation for and operation of the Academy, or which are incurred as a result of the reliance by OU, OU Board of Trustees or its members, or their respective officers, employees, agents or representatives upon information supplied by the Board or the Educational Service Provider, or which arise out of the failure of the Board or the Educational Service Provider to perform its obligations under the Contract or Applicable Law. The parties expressly acknowledge and agree that OU, OU Board of Trustees and its members, and their respective officers, employees, agents or representatives may commence legal action against either party to enforce its rights as set forth in this Agreement.

ARTICLE X

INSURANCE

A. Insurance of the Academy. The Academy shall purchase its own insurance policy and shall secure and maintain such policies of insurance as required by the Michigan Universities Self Insurance Corporation (M.U.S.I.C.). This coverage shall include the building and related capital facilities if they are the property of the Academy. The Academy shall maintain such insurance in an amount and on such terms as required by the provisions of the Contract, including the indemnification of Choice Schools required by this Agreement. The Academy shall, upon request, present evidence to Choice Schools that it maintains the requisite insurance in compliance with the provisions of this paragraph. Choice Schools shall comply with any information or reporting requirements applicable to the Academy under the Academy's policy with its insurer(s), to the extent practicable.

B. Insurance of Choice Schools. Choice Schools shall secure and maintain such policies of insurance as are required by the Contract and the Michigan Universities Self-Insurance Corporation ("M.U.S.I.C."). In the event that the University or M.U.S.I.C. requests any change in coverage, Choice Schools agrees to comply with any change in the type or amount, as requested, within thirty (30) days after notice of the insurance coverage change. Choice Schools' insurance is separate from and in addition to the insurance the Board is required to obtain under the Contract. Choice Schools shall, upon request, present evidence to the Academy and OU that it maintains the requisite insurance in compliance with the provisions of this paragraph. The Academy shall comply with any information or reporting requirements applicable to Choice Schools under Choice Schools' policy with its insurer(s), to the extent practicable.

C. Workers' Compensation Insurance. Each party shall maintain workers' disability compensation insurance when and as required by law, covering their respective employees.

ARTICLE XI

MISCELLANEOUS

A. Sole Agreement. This Agreement supersedes and replaces any and all prior agreements and understandings between the Academy and Choice Schools on the subject matter hereof.

B. Force Majeure. Neither party shall be liable if the performance of any part or all of this Agreement is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, riot, fire, explosion, war, act of God, sabotage, accident, pandemic, infectious disease, or any other casualty, or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

C. Notices. All notices, requests, consents and demands and other communications from one party to the other that are given pursuant to the terms of this Agreement shall be in writing, shall be delivered to each party, and shall be effective when received by the parties or mailed to the parties at their respective addresses set forth below, or at such other address as may be furnished by a party to the other party. All notices, requests, consents, demands, and other communications shall be addressed as follows:

If to Choice Schools:	Choice School Associates Attn: Sarah Wildey 5251 Clyde Park Avenue SW Wyoming, MI 49509
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If to Academy:	Four Corners Montessori Academy Attn: Board President 1075 East Gardenia Madison Heights, MI 48071
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D. Severability. The invalidity of any of the covenants, phrases or clauses in this Agreement shall not affect the remaining portions of this Agreement, and this Agreement shall be construed as if such invalid covenant, phrase or clause had not been contained in this Agreement.

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

F. Entire Agreement. This Agreement is the entire agreement between the parties relating to the services provided, and the compensation for such services, by the parties. Any modification to this Agreement must be made in writing, approved by the Board and Choice Schools, and signed by a duly authorized officer. In addition, the Board must also secure the approval of the University Board before any modification to this Agreement can be effective.

G. Non-Waiver. No failure of a party in exercising any right, power or privilege under this Agreement shall affect such right, power or privilege, nor shall any single or partial

exercise thereof preclude any further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies of the parties under this Agreement are cumulative and not exclusive of any rights or remedies which any of them may otherwise have.

H. Assignment. Choice Schools may not assign this Agreement without prior written approval of the Board and compliance with applicable OU policies.

I. Governing Law. This Agreement shall be governed by and enforced in accordance with the laws of the state of Michigan.

J. Delegation of Authority. Nothing in this Agreement shall be construed as delegating to Choice Schools any of the powers or authority of the Board that are not subject to delegation by the Board under Michigan law or the Contract.

K. Compliance with Law. The parties agree to comply with all applicable laws and regulations.

L. Warranties and Representations. Both the Academy and Choice Schools represent (1) that it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement, (2) that its actions have been duly and validly authorized, and (3) that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement.

M. Dispute Resolution Procedure. Any and all disputes between the parties concerning any alleged breach of this Agreement or arising out of or relating to the interpretation of this Agreement or the parties' performance of their respective obligations under this Agreement that are unable to be resolved through discussion and negotiation shall be resolved by arbitration, and such an arbitration procedure shall be the sole and exclusive remedy for such matters. The arbitrator shall be selected from a panel provided by and in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association, with such variations as the parties and the arbitrator unanimously accept. Any arbitration hearing shall be conducted in Oakland County, Michigan. A judgment on the award rendered by the arbitrators may be entered in any court having appropriate jurisdiction. The cost of arbitration, not including attorney fees, shall be paid by the losing party. It shall be in the discretion of the arbitration panel to award reasonable attorney fees to the prevailing party, to be paid if awarded by the losing party.

N. Modification to Conform to Changed OU Policies. The parties intend that this Agreement shall comply with OU's Educational Service Provider Policies, as the same may be changed from time to time. In the event that changes in OU's Educational Service Provider Policies implemented after the date of execution of this Agreement cause any provision of this Agreement to be in conflict with the revised Policies, the parties agree to amend this Agreement to eliminate the conflict within thirty (30) calendar days after being advised by OU of the changes to its policies.

O. OU Review. This Agreement is subject to review and non-disapproval by OU and shall not become effective until the Board is notified in writing that OU does not disapprove of this Agreement.

ARTICLES XI

**MATTERS RELATED TO REVENUE PROCEDURES
2017-13**

A. Choice Schools compensation under the Agreement is reasonable and is not based, in whole or in part, on a share of the net profits and/or a share of the net losses from the operation of the Academy or upon the disposition, damage or destruction of the Academy's property;

B. The Agreement does not pass along to Choice Schools the burden of bearing any share of the net losses from the operation of the Academy or upon the disposition, damage or destruction of the Academy's property;

C. The term of the Agreement is not greater than 30 years or 80 percent of the useful life of the Academy's tax-exempt bond financed school facility (if shorter) including all renewal options;

D. The Academy bears the risk of loss upon the disposition, damage or destruction of the Academy's property; and

E. Choice is not entitled to and will not take any federal tax position that is inconsistent with being a service provider under this Agreement to the Academy.

Further, with regard to governance:

A. None of the Academy's Board of Directors serve as a director, officer, shareholder, partner, member, or employee of the service provider;

B. The Academy's Board of Directors does not include the chief executive officer of the service provider or the chairperson (or equivalent executive) of the service provider's governing body; and

C. The chief executive officer of the service provider is not the chief executive officer of the Academy or any of the Academy's related parties (as defined in Treasury Regulation 1.150-1(b)).

The parties have executed this Agreement as of the day and year first above written.

**CHOICE SCHOOLS ASSOCIATES,
L.L.C.**

By: 
Sarah Wildey, Chief Executive Officer

**FOUR CORNERS MONTESSORI
ACADEMY**

By: 
Lumen M. Johnson, President, Board of Directors

CONTRACT SCHEDULE 6
PHYSICAL PLANT DESCRIPTION

PHYSICAL PLANT DESCRIPTION

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article XI, Section 11.5, the Academy is authorized to operate at the physical facility or facilities outlined in this schedule. The Academy shall not occupy or use any facility until approved for occupancy by the Michigan Department of Licensing and Regulatory Affairs' Bureau of Construction Codes.

- Physical Plant Description
- Site Plan
- Floor Plan
- Certificate of Use and Occupancy
- Lease

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

Address: 1075 East Gardenia
Madison Heights, MI 48071

Description: Four Corners Montessori Academy is a one-story brick building. The facility contains 12 classrooms, a multi-purpose room, storage, restrooms, and office space and is approximately 27,000 square feet. The Academy also has two portable units on-site.

Configuration of Grade Levels: Pre-Kindergarten through Eighth Grade.

Term of Use: Term of Contract.

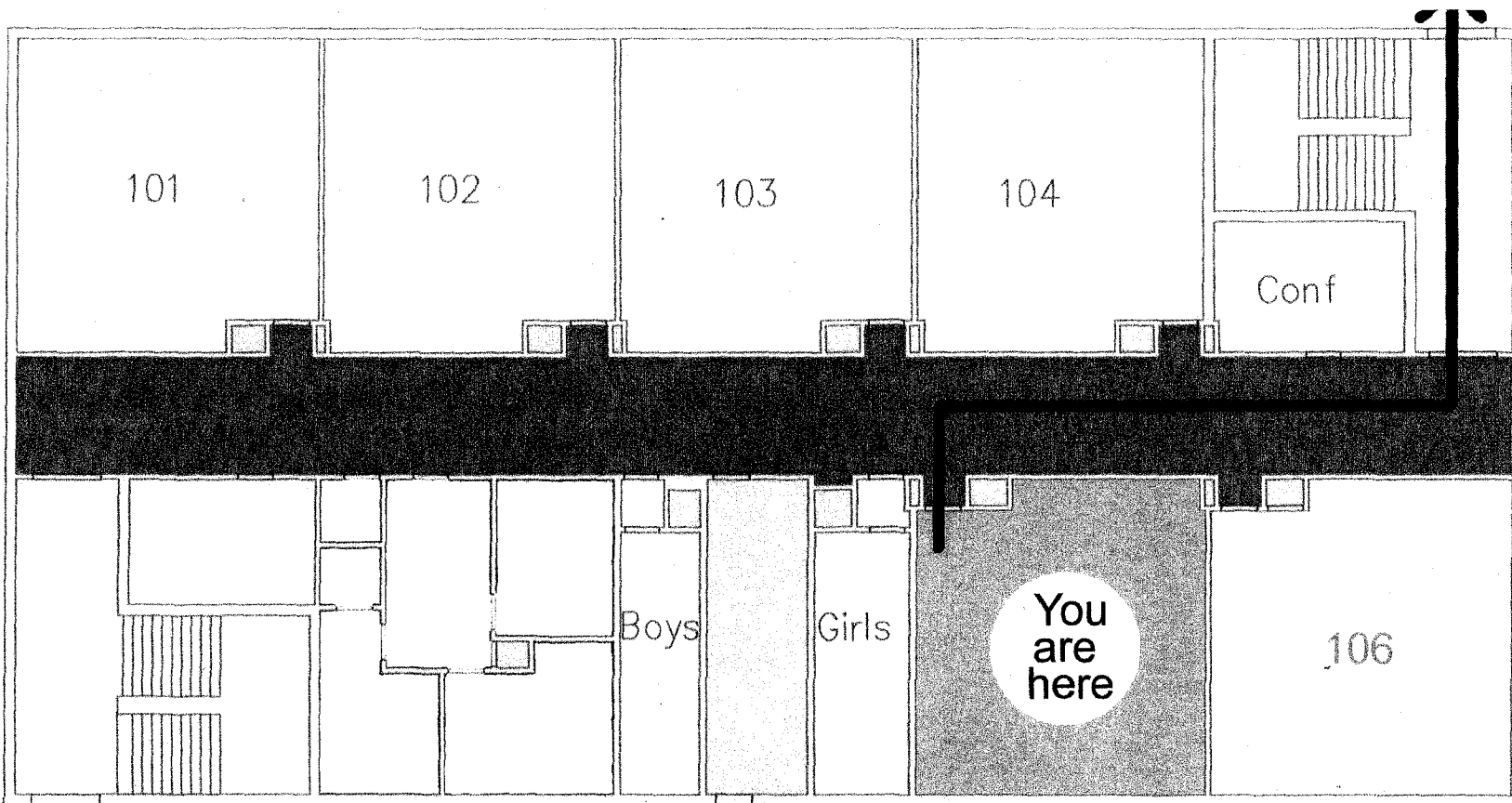
Name of the School District and Intermediate School District:

Local: Madison Heights
ISD: Oakland

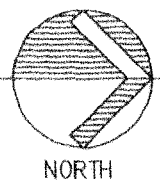
3. It is acknowledged and agreed that the following information about this Site is provided on the following pages, or must be provided to the satisfaction of the University Board, before the Academy may operate as a public school in this state.
 - A. Narrative description of physical facility
 - B. Size of building
 - C. Scaled floor plan
 - D. Copy of executed lease or purchase agreement
4. In addition, the academy and the University 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 physical facility. These approvals must be provided and be acceptable to the University Board or its designee prior to the Academy operating as a public schools. In cases of disagreement, the Academy may not begin operations without consent of the University Board.
5. If the Site described above is not used as the physical facilities for the Academy, then Schedule 6 of this Contract between the Academy and the University Board must be amended pursuant to Article IX of the Terms and Conditions of Contract, to designate, describe, and agree upon the Academy's physical facilities. The Academy must submit to the University 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 University, and the amendment regarding the new site has been executed.

6. The Academy agrees to comply with the single site restriction 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.



EVACUATION ASSEMBLY AREA IN PARKING LOT



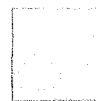
FIRST FLOOR



YOU ARE HERE



EXIT ROUTE



UNOCCUPIED



SHELTER AREAS



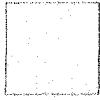
STAIRS



YOU ARE HERE



EXIT ROUTE



UNOCCUPIED



SHELTER AREAS



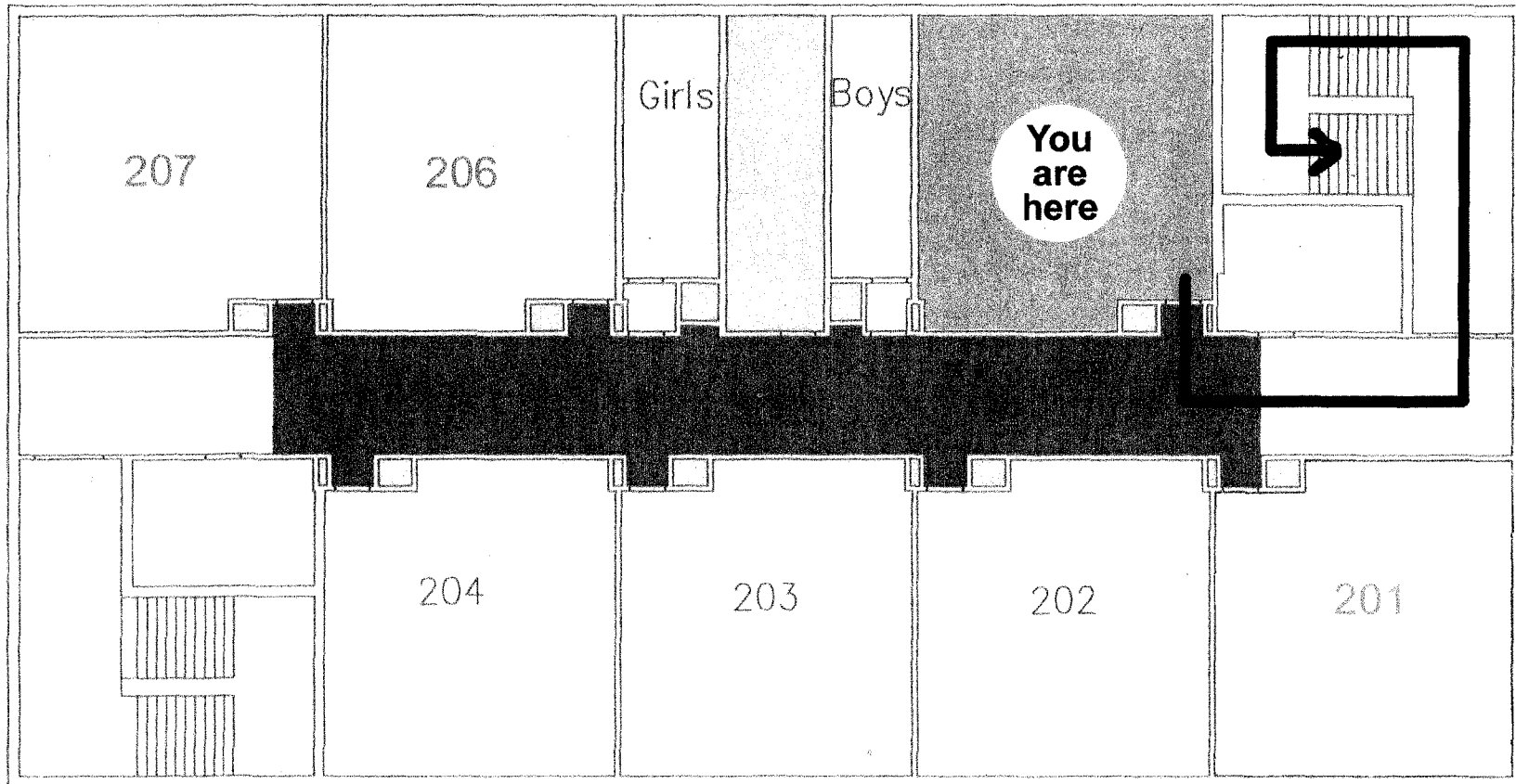
STAIRS



NORTH

SECOND FLOOR

EVACUATION ASSEMBLY AREA IN PARKING LOT





ST. VINCENT FERRER
CATHOLIC COMMUNITY







CERTIFICATE OF USE AND OCCUPANCY

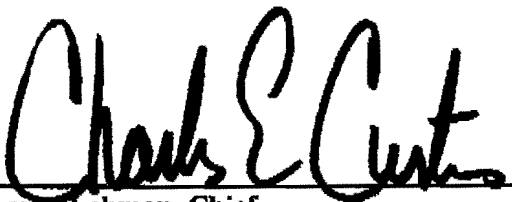
PERMANENT

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

Building Permit No. B029096
Four Corners Montessori Academy
1075 E Gardenia
Madison Heights, Michigan
Oakland County

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

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 110.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.



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

March 4, 2010



JENNIFER M. GRANHOLM
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF ENERGY, LABOR & ECONOMIC GROWTH

STANLEY "SKIP" PRUSS
DIRECTOR

Facsimile

DATE: March 4, 2010 **TOTAL PAGES (Including Cover):** 2

TO: Name:
Company: Hittle Construction Co
Telephone: Fax Number: 248-698-4416

FROM: Name: Heather
Telephone: 517-241-9317 Fax Number: 517-241-9308

MESSAGE: B029096

The information contained in this transmission is privileged and confidential. It is intended only for the use of the person or entity named above. If you are not the intended recipient, you are hereby notified that any dissemination, distribution, or duplication of this communication is strictly prohibited. If you have received this communication in error, please contact the sender immediately. Thank you.

CERTIFICATE OF USE AND OCCUPANCY

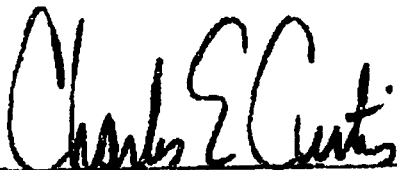
PERMANENT

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

Building Permit No. B033570
Four Corners Montessori Academy
1075 E Gardenia
Madison Heights, Michigan
Oakland County

The above named building of Use Group E 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.



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

September 20, 2012

AMENDMENT NO. 3 TO LEASE AGREEMENT

~~November 12~~ ^{April} THIS AMENDMENT NO. 3 TO LEASE AGREEMENT ("Amendment") is made as of ~~November 12, 2017~~, by and between, Allen H. Vigneron, Roman Catholic Archbishop of the Archdiocese of Detroit, whose address is 12 State Street, Detroit, Michigan 48226 ("Lessor"), and Four Corners Montessori Academy, a non-profit corporation, whose address is 975 Three Mile Road, Grand Rapids, Michigan 49544 ("Lessee").

R E C I T A L S:

WHEREAS, Lessor and Lessee entered into a Lease Agreement dated as of May 15, 2009, as amended by a First Amendment to Lease Agreement dated October 26, 2011, and an Amendment No. 2 to Lease Agreement dated April 2, 2014 ("Lease"), with respect to a portion of the property known as the St. Vincent Ferrer Parish school building located at 1075 East Gardenia, Madison Heights, Michigan 48071, as more particularly described in the Lease ("Leased Premises");

WHEREAS, Lessee previously requested and Lessor approved the installation of nine (9) modular classroom units on or about the Leased Premises ("Modular Units"), subject to the terms and conditions of this Amendment, Lessor agrees to such installation; and

WHEREAS, the parties have agreed to further amend the terms of the Lease as set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants and undertakings hereinafter set forth, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. **Capitalized Terms.** Capitalized terms not defined herein shall have the meaning ascribed to them in the Lease.

2. **Parking Lots.** The definition of "leased premises" on Page 1 of the Lease is amended to remove the parenthetical reading: "(excluding the East parking lot)." The parties hereby acknowledge and agree that Lessor and Lessee shall have shared use of the East and West parking lots pursuant to the terms and conditions of the Lease. In the event either party requires more parking than is available to such party under the terms of the Lease, as amended hereby, then the parties shall work in good faith to find a solution mutually satisfactory to each party.

3. **Parking Lot Maintenance.** The fourth full paragraph of the "Utilities/Maintenance" section on page 2 of the Lease is amended and restated to read in its entirety as follows:

Lessee shall be responsible for snow and ice removal from the pavement, driveways, walkways, east parking lot and west parking lot of the leased premises Monday through Friday, and Lessor shall be responsible for the same Saturday and Sunday.

4. **Installation of Modular Units.** Subject to the terms and conditions of this Amendment, Lessor hereby agrees that Lessee will install the Modular Units as set forth on the site plan attached hereto as Exhibit A. The Modular Units and the real property on which they are located, and the real property adjacent to the Modular Units which is used by Lessee to use, operate

and maintain the Modular Units shall be deemed to be included as part of the "leased premises" under the Lease. Lessee hereby acknowledges that the installation of the Modular Units shall be in accordance with Section 4 of the Lease, including, but not limited to, installation of skirting around each Modular Units. In addition, Lessee hereby agrees to control all foot traffic to and from the Modular Units pursuant to the traffic pattern set forth on the attached Exhibit A. Prior to the execution hereof, Lessee commenced and substantially completed construction of all Modular Units. Attached as Exhibit B hereto is a punch list of all work remaining to complete construction of the Modular Units ("Punch List Items"). Lessee agrees to complete all Punch List Items to the satisfaction of Lessor and obtain a final certificate of occupancy and all other permits and approvals to operate the Modular Units by no later than November 15, 2016.

5. **Rent.** Lessee hereby further acknowledges and agrees that all students in the Modular Units shall be included in the calculation of rent as set forth in Section 1(a)(ii) of the Lease except, with respect to students in the Modular Units, monthly rent shall be 1/12th of seven percent (7%) of the per pupil enrollment/state student aid.

6. **Term.** The term of the Lease is hereby extended from June 30, 2019, to June 30, 2029

7. **Utilities.** Anything in the Lease to the contrary notwithstanding, Lessee shall be solely responsible to pay for all utility charges to the Modular Units, including, but not limited to, gas, water, sewer, electricity and heating service ("Modular Unit Utilities"). Lessee, at its sole cost and expense, shall provide the utilities to the Modular Units and shall cause the Modular Units to be separately metered.

8. **Maintenance.** Anything in the Lease to the contrary notwithstanding, Lessee shall be solely responsible to maintain the Modular Units in good order, condition and repair (including any replacements thereof if necessary in the event such item or component of the Modular Units cannot be repaired), including, but not limited to, the interior and exterior, structural and nonstructural components of the Modular Units. Lessee shall keep the Modular Units and the property surrounding the Modular Units in a clean, sanitary and safe condition at all times. Lessee shall keep the Modular Units and the property surrounding the Modular Units clean and free of rodents, bugs and vermin and, at the request of Lessor, participate and cooperate in carrying out any program of extermination that Lessor may direct. Lessee hereby acknowledges and agrees that it is the intent of the parties that Lessor shall have no obligation whatsoever to repair, maintain or replace any portion of the Modular Units. Anything in the Lease to the contrary notwithstanding, in the event Lessor intends on using chemicals to maintain that portion of the Leased Premises that the Lessor is obligated to maintain pursuant to the terms of the Lease, the Parish shall provide Lessee with five (5) days written notice before applying such chemicals.

9. **Occupancy of Leased Premises.** The parties hereby agree that those portions of the Leased Premises, including that portion of the Leased Premises which is used by both parties, are more particularly depicted on the attached Exhibit C. The parties hereby further agree that third and fourth paragraphs of the "Occupancy" Section of the Lease are hereby amended and restated in their entirety as follows:

"The Lessor may have use of the leased premises, including, but not limited to, the gymnasium/hall and kitchen Monday through Friday from 7:00 a.m. to 6:00 p.m. upon forty eight (48) hours written notice to Lessee if, and only if, the Lessee has no scheduled or

intended use for the gymnasium/hall and kitchen on such day, unless Lessor's intended use is for a funeral in which case Lessor shall have the absolute right to use the gymnasium/hall and kitchen upon forty eight (48) hours' notice to Lessee. Lessee shall notify Lessor within twenty four (24) hours of its receipt of the notice whether the gymnasium/hall and kitchen are available (except in the case of a funeral as the gymnasium/hall and kitchen will always be deemed available for such use). If Lessor does not receive such notice, the gymnasium/hall and kitchen shall be deemed available for Lessor's use.

The Lessee may have use of the leased premises Monday through Friday after 6:00 p.m. and on Saturday upon three (3) days' notice to Lessor if, and only if, the Lessor has no scheduled or intended use for the leased premises on such day. Lessor shall notify Lessee within twenty four (24) hours of its receipt of the notice whether the leased premises is available. If Lessee does not receive such notice, the leased premises shall be deemed available for Lessee's use."

Lessee hereby agrees to use its best efforts to cause all communication from families of any student attending Lessee's school to be directed to Lessee or any management company of Lessee and not St. Vincent Ferrer Parish ("Parish").

10. **Right of First Refusal.** All references to "fifteen (15) days" or "fifteen (15) day period" in Section 33 of the Lease are hereby amended to read "thirty (30) days" or "thirty (30) day period", as applicable.

11. **Occupancy of Modular Units.** Anything in first paragraph of the "Occupancy" Section of the Lease to the contrary notwithstanding, the parties hereby agree that Lessee shall have exclusive use of the Modular Units during the term of this Lease on Monday from 7:00 a.m. to 6:00 p.m. and Tuesday through Friday from 7:00 a.m. to 9:00 p.m. Except as explicitly set forth in this Amendment, the remainder of the "Occupancy" section shall remain in full force and effect in accordance with the terms thereof. The Lessor may have use of the Modular Units upon three (3) days' notice to Lessee if, and only if, the Lessee has no scheduled or intended use for the Modular Units on such day or such times as requested by Lessor. Lessee shall notify Lessor within twenty four (24) hours of its receipt of the notice whether the Modular Units are available. If Lessor does not receive such notice, the Modular Units shall be deemed available for Lessor's use.

12. **Removal of Modular Units.** Anything in the Lease to the contrary notwithstanding, within thirty (30) days after the expiration or termination of the Lease, whether by expiration of the term, abandonment or surrender by Lessee, process of law or otherwise, Lessee shall, at its sole cost and expense, remove the Modular Units, including any pylons/piers located on the leased premises, and shall restore the leased premises and/or surrounding land to substantially their condition prior to installation of the Modular Units, including, but not limited to, the following: (a) the Modular Units and signage will be removed; (b) all utility services will be removed to the point of service origination; (c) all structural support (concrete, et al) will be removed in its entirety; (d) boreholes will be backfilled with sand and tamped to ninety five percent (95%) modified proctor density; (e) site will be graded for positive drainage and restored to its condition prior to installation and seeded; (f) debris will be legally disposed of in an approved landfill; and (g) Lessor will approve all work prior to return of security deposit to Lessee.

In addition, if at any time during the term of the Lease Lessor determines that any tree located within ten (10) feet of the center of any ditch or trench dug by Lessee for utilities to the Modular Units is dead or dying, Lessee agrees to remove and replace such tree within sixty (60) days after receipt of written notice from Lessor of such dead or dying tree, at Lessee's sole cost and expense (such replacement tree to be approved by Lessor in its reasonable discretion).

In the event Lessee fails to remove any of the Modular Units (including all other items to be removed as set forth in the first paragraph above) within ninety (90) days after the expiration or termination of the Lease, whether by expiration of the term, abandonment or surrender by Lessee, process of law or otherwise, the Modular Units and the personal property within each Modular Unit ("Modular Property"), shall be deemed abandoned by Lessee and may, at Lessor's option (without the obligation to do so), be appropriated, sold, destroyed, stored, or otherwise disposed of by Lessor without further notice to Lessee, at Lessee's sole cost and expense, and without any obligation to account for said Modular Property. All costs and expenses incurred by Lessor in connection with repairing or restoring the leased premises and/or surrounding land to the condition called for herein, together with the costs, if any, of removing the Modular Property shall be invoiced to Lessee and shall be immediately due from and payable by Lessee. Lessor may, but shall not be obligated to, apply any portion of the security deposit as partial payment of any amounts owing by Lessee to Lessor pursuant to this Section

13. **Lessor's Address.** Lessee hereby acknowledges that the address for Lessor as set forth in Section 12 of the Lease shall be amended and restated as follows:

To the Lessor at:

Parish, St. Vincent Ferrer
28535 Herbert
Madison Heights, Michigan 48071-3495

and

Director of Properties
Archdiocese of Detroit
12 State Street
Detroit, Michigan 48226

14. **Ratification.** Except as specifically modified by this Amendment, all of the terms and conditions of the Lease are hereby ratified and confirmed by Lessor and Lessee as being in full force and effect. In the event of any conflict between the terms of the Lease and this Amendment, the terms of this Amendment shall control.

15. **Binding Effect.** This Amendment shall be binding upon, and the benefits hereof shall inure to, the parties hereto and their respective successors and assigns.

16. **Miscellaneous.** This Amendment may be executed by facsimile or in counterparts, each of which, for all purposes, shall be deemed to constitute an original and all of which counterparts, when taken together, shall be deemed to constitute one and the same agreement, even though all of the parties hereto may not have executed the same counterpart.

17. **Recitals.** The Recitals hereto are incorporated herein by this reference.

[remainder of page intentionally left blank]

THIS AMENDMENT has been entered into as of the date and year first set forth above.

Lessor:

ALLEN H. VIGNERON, ROMAN CATHOLIC
ARCHBISHOP OF THE ARCHDIOCESE OF DETROIT

Lessee:

FOUR CORNERS MONTESSORI ACADEMY, A
MICHIGAN NON-PROFIT CORPORATION

By: _____

Its: _____

Michael Wacht
Vice President

EXHIBIT A
MODULAR UNITS

See attached.

EXHIBIT B

PUNCH LIST--NONE

See attached Certificate of Occupancy.

Facsimile

DATE:	September 17, 2015	TOTAL PAGES (Including Cover):	2
TO:	Name:		
	Company:	Foundation Sets LLC	
	Telephone:		Fax Number: 616-794-3313
FROM:	Name:	Heather	
	Telephone:	(517) 241-9317	Fax Number: (517) 241-9308

MESSAGE: B043351

Sep 17, 2015 7:13AM

No. 8261 P. 2/2

CERTIFICATE OF USE AND OCCUPANCY

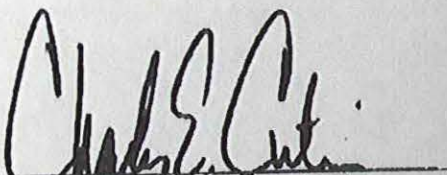
PERMANENT

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

Building Permit No. B043351
Four Corners Montessori School
1075 Gardenia
Madison Heights, Michigan
Oakland County

The above named building of Use Group E 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.


Charles E. Curtis, Assistant Chief
Building Division

September 17, 2015

EXHIBIT C

See attached.



Imagery Date: 4/14/2015 42°29'55.42" N 83°05'48.03" W elev 634 ft

1999

SCHEDULE 7

REQUIRED INFORMATION FOR PUBLIC SCHOOL ACADEMY

SCHEDULE 7

REQUIRED INFORMATION FOR PUBLIC SCHOOL ACADEMY

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

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

SECTION A
GOVERNANCE STRUCTURE

GOVERNANCE STRUCTURE

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 all public schools are subject to the leadership and general supervision of the State Board of Education; and the 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 the Legislature has delegated to the governing boards of state public universities, community college boards, intermediate school district boards and local school district boards, the responsibility for authorizing the establishment of public school academies; and the Oakland University Board of Trustees ("University") has approved the issuance of a contract conferring certain rights, franchises, privileges, and obligations of a public school academy to the Academy through its Board ("Contract").

The Academy is incorporated as a Michigan nonprofit corporation, organized on a non-stock, directorship basis for the purpose of operating as a Michigan public school academy. The Academy shall conduct its affairs as a governmental entity exempt from federal income taxes under Section 115 of the United States Internal Revenue Code or any successor law. The Academy is a body corporate and is not a division or part of Oakland University. The relationship between the Academy and the University is based solely on the applicable provisions of the Code and the terms of this Contract.

The Academy Board shall have at least five (5), but no more than nine (9) members, as determined by the University. Academy Board members shall be appointed according to the terms of the Method of Selection, Appointment and Removal Resolution adopted by the University. The Academy Board has all the powers and duties permitted by law to manage the business, property and affairs of the Academy and for adopting policies by which the Academy shall be governed. The Academy Board is responsible for assuring that the Academy operates according to the Terms and Conditions of this Contract and Applicable Law. **Contract Schedule 2: Bylaws, set forth a further description of the Academy Board's governance structure.**

Academy Board members shall serve in their individual capacity, and not as a representative or designee of any other person or entity. **The Academy Board shall ensure compliance with Applicable Law relating to conflicts of interest and prohibited familial relationships, including Article IV, Sections 4.4 and 4.5 of this Contract.**

Pursuant to applicable law and the Terms and Conditions of this Contract, **including Article III, Section 3.6**, the Academy Board may employ or contract for personnel according to the position information outlined in **Schedule 5**. Before entering into an agreement with an educational service provider or an employee leasing company to provide services or to provide personnel to perform services or work at the Academy, the Academy Board must first comply with the Educational Service Provider Policies issued by the Public Schools Academy Office.

SECTION B

EDUCATIONAL GOAL AND RELATED MEASURES

SCHEDULE 7b

EDUCATIONAL GOAL AND RELATED MEASURES

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.2, the Academy shall achieve or demonstrate measurable progress for all groups of pupils toward the achievement of the educational goal identified in this schedule. Although an increase in academic achievement for all groups of pupils as measured by assessments and other objective criteria is an important factor in determining the Academy's progress toward the achievement of the educational goal, the PSAO also considers other factors. Upon request, the Academy shall provide the PSAO with a written report, along with supporting data, assessing the Academy's progress toward achieving this goal. In addition, the University 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.

Measures for Determining Goal Achievement

To determine whether the Academy is achieving or demonstrating measurable progress toward the achievement of this goal, The PSA Office will annually assess the Academy's performance using the following standards.

Kindergarten through Eighth Grade Standards:

Standard 1:

Across bi-annual assessments, State standardized assessments, and local summative assessments all students will demonstrate measurable growth.

Standard 2:

On bi-annual assessments, students enrolled at the Academy for multiple years will demonstrate progress toward performance standards indicating post-secondary success.

Standard 3:

On the State standardized assessment students will meet or exceed the performance of the comparison resident district.

Standard 4:

Discipline data and/or student mobility indicate a safe, stable environment.

Ninth through Twelfth Grade Standards:

Standard #1: On the State standardized assessment, secondary students in the grade level accessed will meet or exceed the performance of the comparison resident district and evidence a positive trend of performance.

Standard #2: The Academy's graduation rates will meet or exceed the comparison resident district.

Standard #3: The Academy will show growth in the number of students enrolling in 2 to 4 year college programs and a reduction in the percent of students requiring college remediation.

SECTION C
EDUCATIONAL PROGRAMS

Educational Program

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.3, the Academy shall implement, deliver, and support the educational program identified in this schedule.

Mission Statement

The mission of Four Corners Montessori Academy is to provide an exemplary education through a nurturing and stimulating environment that enhances each child's intellectual and emotional gifts, leading to responsible and compassionate citizens.

Educational Program

The Montessori philosophy specifically provides a child-centered, individualized approach to teaching and learning. The instructional design of the Montessori philosophy that supports Four Corners Montessori Academy's educational goals, mission, and vision includes:

- Individualized, Differentiated Learning - Montessori education is built upon the tenet that all learners are individuals - in style, pace and interests. Four Corners Montessori Academy's individualized curriculum allows children to strive for their own personal best. Differentiated instruction has been shown to increase success and satisfaction in school.
- Mixed-Age Groupings - Students will be grouped into mixed-age classes that span three years each in the elementary school (Grades 1-3 and 4-6) and two years in the middle school program (Grades 7-8). These mixed classrooms provide numerous benefits including a greater range of curriculum options and reduced competition. Older children teach younger children which builds confidence and competence. Peer tutoring also promotes cooperation and a sense of community.
- Prepared Environment - The learning environment and classroom are carefully prepared so that they reinforce the child's independence and intellectual development. Montessori instruction progresses from concrete explorations and concept development to abstract understandings. The classroom will consist of strategic centers, each containing activities, materials and hands-on projects that engage the learner. Teachers will develop these materials and displays so that are closely aligned with the Michigan Curriculum Framework. In this prepared environment, the teacher gives presentations of each material to the class, demonstrates its' proper use, and then completes the activity by showing how it is to be stored after it has been used. In this setting, children are then able to move around freely within this positive learning climate, while maintaining definite rules of structure. Classroom rules reinforce this structure, and are displayed by both students and teachers to ensure an orderly and appropriate learning environment. Rules

of socialization are also part of the curriculum, and an importance is placed on creating appropriate social relationships within this carefully constructed environment.

- **Parent Involvement** - Four Corners Montessori Academy realizes that the community has various types of families and acknowledges that the term “parents” may include guardians and other adult caretakers, most often grandparents. Four Corners Montessori Academy considers all caregivers vital partners in the education of their children. Parents will be welcome at Four Corners Montessori Academy and will be given many opportunities for participating in their child's educational experience. Families will be required to commit at least 15 volunteer hours per year helping with school activities, and will be committed to doing their part at home to ensure their children’s success.

- **Teacher’s Role** - Four Corners Montessori Academy teachers will facilitate learning by carefully observing each child’s behavior and growth, then guiding each child using changes in environment, invitations for inquiry and direct instruction. Teachers will work to create and sustain a classroom and school culture where demonstrations of respect, initiative, risk-taking and persistence in learning are the norm. In the younger grades, teachers will work with individuals or small groups of children. Middle School teachers will provide more whole class instruction, and will challenge and extend the self-directed habits of the elementary years as students begin to direct their own development.

- **Character Education** - Personal and social education will be integrated into Four Corners Montessori Academy’s learning program. Classroom life will emphasize the Montessori values of grace, courtesy, respect and responsibility. Teachers will model these values and will expect to observe them in all students throughout the school.

- **Integrated Teaching and Learning** - Montessori education emphasizes interdisciplinary teaching to encourage connections across the curriculum and to students’ personal lives. Emphasis will be placed on projects that require open-ended research and in-depth study using primary and secondary sources as well as other materials. When students understand the purpose for and connection among their activities, they become motivated learners.

- **Community Connection** - As children grow, they learn in and contribute to increasingly expansive and diverse human and environmental communities. Students at Four Corners Montessori Academy will first come to understand the world and their part in it by discovering community within the classroom, then by contributing to the life of the school and caring for the surrounding environment and finally, by supporting the improvement of the larger community beyond the school. Community service opportunities will be an important part of the curriculum throughout Four Corners Montessori Academy, and will culminate in fully developed student service projects for all Middle School students. Community-based relationships will be fostered,

whereby students and staff will be able to reach out to the local area surrounding the Academy, especially in times of need. Business and community leaders will be invited to share their expertise with students.

The Montessori educational program is dynamic in nature. Instead of presenting individual concepts at a set time in a student's career, concepts are presented in multiple ways, in varying degrees of difficulty and are integrated across multiple academic subjects. This allows students to fully process these concepts in diverse ways and to then develop a complete understanding of the concepts as developmentally appropriate. The curriculum will be monitored through the continuous school improvement process to assure that all benchmarks and Grade Level Expectations in the Michigan Curriculum Framework are being met. We will be vigilant that a dynamic spiral curriculum prevails. Many learning opportunities must be made available to students in a structured and prepared environment where they develop independence and a sense of personal empowerment. As this is the children's community, they will move freely within it, selecting work that captures their interest and which motivates them to work across curricula areas.

FCMA offers a separate fee-based preschool program. The pre-Kindergarten program is for children ages 3 and 4 and will be operated by and paid for through tuition fees charged for enrollment and participation in the program, with fees established to assure self-sufficiency of the program.

A before and after school program is provided for school age children. Parents pay for services at a rate to ensure self-sufficiency of the program.

Four Corners Montessori Academy offers a full range of services for students with special needs. The Academy participates in a wide range of services provided by the Oakland Schools Intermediate School District designed to support the identification and education of students with special needs. Special needs include students found eligible for special education services and those who are English Language Learners (ELL). Services will be provided in the least restrictive environment most conducive to student learning, consistent with federal and state regulations governing special education and the value FCMA places on diversity. Children with disabilities will be provided assistive technologies needed to meet educational requirements. English language learners will receive assistance to participate effectively in the Montessori classroom.

The Montessori classroom and educational model are favorable to meeting the needs of special needs students' with minimal pull-out or segregated services. The layout and design of the Montessori classroom lends itself to such students, as each classroom is designed to have large open spaces and work areas for the students to move around. Classroom materials are hands-on

and have a built-in control of error, so students having difficulty with abstract thinking will be able to work with concrete representations of hard to learn concepts. The multi-age format allows special needs students to be grouped with their peers, and gives fellow students opportunities to learn about inclusion and peer mentoring. Montessori education helps students become self-directed, independent learners, skills which are not often taught in traditional programs. In addition, the Academy provides certified special education teachers when necessary to fulfill IEP requirements for such students.

SECTION D
CURRICULUM

Curriculum is attached due to file size.

Please contact Oakland University Public School Academies Office or School for copies

SECTION E
METHODS OF PUPIL ASSESSMENT

METHODS OF PUPIL ASSESSMENT

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.5, the Academy shall properly administer all state-mandated academic assessments identified in the Code, as applicable, and all academic assessments identified in this schedule and in accordance with the requirements detailed in the Master Calendar of Reporting Requirements annually issued by the PSA Office.

The Academy shall authorize the PSA Office to have access to the Academy's Student/School Data Applications through the Center for Educational Performance and Information and to the electronic reporting system administered by the Michigan Department of Education to access the Academy's state assessment results, as applicable. The Academy shall ensure that those involved with the administration of these assessments are properly trained and adhere to the ethical standards and testing procedures associated with these assessments.

Academic Assessments to be Administered:

<u>Grade(s)</u>	<u>Academic Assessment(s)</u>
Grade 1	a standardized, norm-referenced assessment as required by the Code.
Grades 2-12	assessments as identified in Schedule 7b including all state-mandated assessments.

SECTION F

APPLICATION AND ENROLLMENT OF STUDENTS

STUDENT APPLICATION AND ENROLLMENT

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.6, the Academy shall comply with the application and enrollment requirements identified in this Attachment.

Enrollment Limits

The Academy will offer Pre-Kindergarten through 8th grade. **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 will 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 student with a disability, or any other basis that would be illegal if used by a Michigan public school district.

- Academy enrollment will be open to all individuals who reside in Michigan. Except for a foreign exchange student who is not a United States citizen, the Academy will 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.
- The Academy may give enrollment priority to a child of a person who is employed by or at the public school academy or who is on the board of directors of the public school academy. 504(4)
- The Academy will 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 will be selected for enrollment through a random selection drawing.

Matriculation Agreement

- The Academy Board may enter into a matriculation agreement with another public school academy or public school pursuant to section 504(4) of the Revised School Code.

- However, before the Academy Board approves a matriculation agreement, the Academy shall provide a draft copy of the agreement to the Public School Academy Office for review.
- Any matriculation agreement entered into by the Academy shall be added to this attachment through a contract amendment in accordance with this Contract.
- Until this matriculation agreement is incorporated into this Contract, the Academy is prohibited from granting an enrollment priority to any student pursuant to that matriculation agreement.

Application Process

- The application period will be a minimum of two weeks in duration, with evening and/or weekend times available.
- The Academy will accept applications all year. If openings occur during the academic year, students will be enrolled. If openings do not exist, applicants will be placed on the official waiting list. The waiting list will 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 will be admitted according to the official waiting list. The position on the waiting list will be determined by the random selection drawing. If there is no waiting list, students will 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 written approval from the Public School Academy Office.**

Legal Notice or Advertisement

- The Academy will provide legal notice or advertisement of the application and enrollment process in a local newspaper of general circulation. **A copy of the legal notice must be forwarded to the Public School Academy Office.**
- At a minimum, the legal notice or advertisement 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 or advertisement of the application period will be designed to inform individuals that are most likely to be interested in attending the Academy.
- The Academy, being an equal opportunity educational institution, will be committed to good-faith affirmative action efforts to seek out, create and serve a diverse student body.

Re-enrolling Students

- The Academy will 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 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 re-apply 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 will:

- 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 Public School Academy Office of both the application period and the date of the random selection drawing, if needed.** The Public School Academy Office may have a representative on-site to monitor the random selection drawing process.

The Academy will 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 will:

- 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 will 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 will 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

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.7, the Academy shall comply with the school calendar and school day schedule requirements identified in this schedule.

School Calendar

The Academy's school calendar shall comply with Sections 1175, 1284 and 1284a, if applicable, of the Code. The Academy's school calendar shall also comply with the minimum requirements set forth in Section 101 of the School Aid Act of 1979 (MCL 388.1701). The Academy Board must submit a copy of the Academy's school calendar to Office of Public School Academies ("PSA Office") in accordance with the Master Calendar of Reporting Requirements.

School Day Schedule

The Academy Board must structure the Academy's school day schedule to meet the required number of instructional days and hours. The Academy Board must submit the school day schedule to The PSA Office prior to the commencement of each academic year.

SECTION H

AGE OR GRADE RANGE OF PUPILS

AGE OR GRADE RANGE FOR PUPILS TO BE ENROLLED

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.8, the Academy shall comply with the age or grade ranges as stated in this schedule.

The Academy will enroll students in grades Pre-K-8th. The Academy may revise grades with the prior written approval of the authorizing body.