

*LAKE SUPERIOR STATE
UNIVERSITY BOARD OF
TRUSTEES*

A
CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY
AND RELATED DOCUMENTS

ISSUED BY

LAKE SUPERIOR STATE UNIVERSITY BOARD OF TRUSTEES
(AUTHORIZING BODY)

TO

BAY CITY ACADEMY
(A PUBLIC SCHOOL ACADEMY)

July 1, 2018

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**AUTHORIZING RESOLUTION
AND
RESOLUTION**



PUBLIC SCHOOL ACADEMY AND SCHOOL OF EXCELLENCE BOARDS OF DIRECTORS:
METHOD OF SELECTION AND APPOINTMENT

The Lake Superior State University Board of Trustees declares that the method of selection, length of term, and number of board members of a public school academy (PSA) or school of excellence (SOE) shall be as follows.

Method of Selection and Appointment

The Lake Superior State University Board of Trustees ("Board") shall prescribe the methods of appointment for members of an academy's board of directors. The director of the charter school office is authorized to develop and administer an academy board selection and appointment process that includes a *Public School Academy Board Application* and is in accord with these policies:

1. The Board shall appoint the initial and subsequent academy board of directors. The director of the charter school office shall recommend nominees to the Board based upon a review of the *Public School Academy Board Application* and interview of candidates.
2. The academy board of directors, by majority vote, shall nominate its subsequent members. The academy board of directors shall recommend to the Board at least one nominee for each vacancy. Nominees shall submit the *Public School Academy Board Application* for review by the charter school office. The charter school office shall interview all new applicants.
3. An individual appointed to fill a vacancy created other than by the expiration of a term shall be appointed for the unexpired term of that vacant position.
4. Under exigent conditions, and with approval of the Board's chair, the director of the charter school office may appoint a qualified individual to an academy's board of directors. All appointments made under this provision must be presented to the Board for final determination at its next regularly scheduled meeting. The Board reserves the right to review, rescind, ratify or approve any appointments made under this provision.

Length of Term

The term of each position of the academy board of directors shall be for a period of three (3) years, except the terms of the initial positions of the academy board of directors which shall be staggered one (1), two (2), and three (3) year terms. All appointments shall be for a period of three years, except appointments made to fill the positions of the initial academy board of directors, an appointment made to complete the unexpired term of a vacant position or appointments made to give effect to the requirement for staggered terms.

Number of Directors

The number of members of the academy board of directors shall not be less than five (5) nor more than nine (9).

Prerequisite Qualifications of Members

Before individuals become members of an academy's board of directors, the nominee must: (a) be recommended by a majority vote of the academy board; (b) submit the *Public School Academy Board Application* which must include authorization to process a criminal background check; (c) be recommended for appointment by the charter school office; (d) be appointed by the Board or its designee; (e) take the oath of office; (f) sign the *Oath of Public Office*.

The members of the academy board of directors shall not include: (a) employees of the academy; (b) any director, officer, or employee of a service provider or management company that contracts with the academy; (c) a Lake Superior State University official or employee, as a representative of Lake Superior State University. At least one member of the academy board must reside in the local community. Academy board members must be citizens of the United States of America.

Oath of Public Office

All members of the academy board of directors must take the constitutional oath of office and sign the Oath of Public Office. The oath and acceptance of office must be on file with the University Charter Schools Office within ten (10) days of signing.

Board Training

The Board of Trustees notifies the PSA and SOE boards that participation by Board Members in board training annually is a criterion for renewal of charters by the LSSU Board of Trustees.

Note: These provisions shall be implemented with new charter contracts and shall be phased in as existing charter contracts are reissued. The charter school office is authorized to negotiate changes in the terms and conditions of charter contracts to fully implement these provisions.

LSSU Board Approval:

Signed: Jenny Kronk
Jenny Kronk, Chair, Board of Trustees

Date April 27, 2012
April 27, 2012



**RESOLUTION ADOPTED BY LAKE SUPERIOR STATE UNIVERSITY
BOARD OF TRUSTEES ON JANUARY 26, 2018**

On motion by Thomas Bailey and second by Randy Pingatore,
the following resolution was adopted unanimously:

WHEREAS, the Michigan Legislature has provided for the establishment of public school academies as part of the Michigan public school system; and

WHEREAS, under the Revised School Code, the Lake Superior State University Board of Trustees ("University Board"), as the governing body of a state public university, is an authorizing body empowered to issue contracts to organize and operate public school academies; and

WHEREAS, on September 25, 2015, the University Board issued to Bay City Academy (the "Academy") a Contract to Charter a Public School Academy (the "Current Contract") with a term of three (3) years; and

WHEREAS, the Current Contract will expire on June 30, 2018 and the Academy has asked the University Board to issue a new contract to charter a public school academy; and

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

WHEREAS, the University Charter Schools Office (the "CSO"): (1) has evaluated and assessed the Academy's operation and performance related to the Current Contract, (2) determined that the Academy has satisfied the conditions that the University Board and the CSO have established; (3) determined that the Academy's academic achievement for all groups of pupils as measured by assessments and other objective criteria is satisfactory; and (4) recommends that the University Board issue a new contract to charter a public school academy to the Academy.

NOW, THEREFORE, BE IT RESOLVED:

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

- b. The University Board approves and authorizes the issuance of the Contract and related documents and authorizes the Lake Superior State University President (the "President") to execute the Contract and related documents issued by the University Board to the Academy, provided that, before execution of the Contract, the University President or his designee affirms the following:
- i. all terms of the Contract have been agreed upon and the Academy is able to comply with all terms and conditions of the Contract and applicable law;
 - ii. the Academy has submitted all due diligence and other information required by the CSO Officer and the University Board's legal counsel and the CSO Officer is satisfied that the Academy will be able to operate successfully;
 - iii. the Contract term does not exceed five (5) years and ends not later than June 30, 2023; and
 - iv. the Contract for the Academy is substantially similar to the charter contract reviewed and approved by the University Board on this date, with the only changes being those made by the CSO, in consultation with the University Board's legal counsel, that are in the University Board's best interest.

2. This resolution shall be incorporated in and made part of the Academy's Contract.

I, the undersigned, as Secretary of the Lake Superior State University Board of Trustees, do hereby certify the foregoing resolution was adopted by the Lake Superior State University Board of Trustees at a public meeting held on the 26th day of January, 2018, with a vote of 8 for, 0 opposed, and 0 abstaining.

Signature: Katherine M. Bello

Tab B

**CONTRACT TERMS
AND CONDITIONS**

TERMS AND CONDITIONS
OF CONTRACT

DATED: JULY 1, 2018

ISSUED BY

THE LAKE SUPERIOR STATE UNIVERSITY BOARD OF TRUSTEES

TO

BAY CITY ACADEMY
(A PUBLIC SCHOOL ACADEMY)

CONFIRMING THE STATUS OF
BAY CITY ACADEMY

AS A
PUBLIC SCHOOL ACADEMY

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

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

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

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

WHEREAS, the Lake Superior State 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 University Board grants a contract conferring certain rights, franchises, privileges, and obligations of a public school academy and confirms the status of a public school academy in this state to the Academy. In addition, the parties agree that the granting of this Contract is subject to the following terms and conditions:

ARTICLE I DEFINITIONS

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

- (a) "Academy" means the Michigan nonprofit corporation named Bay City 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) "Accountability Plan" means a Community District accountability plan established, implemented and administered by the State School Reform/Redesign Officer under section 390 of the Code, MCL 380.390.
- (d) "Applicable Law" means all state and federal law applicable to public school academies.
- (e) "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.

- (f) "Authorizing Resolution" means the Resolutions adopted by the University Board on January 26, 2018.
- (g) "Charter Schools Director" means the person designated by the University Board to administer the operations of the Charter Schools Office.
- (h) "Charter Schools Office" or "CSO" 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 Charter Schools Office is also responsible for administering the University Board's responsibilities with respect to the Contract.
- (i) "Code" means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1852 of the Michigan Compiled Laws.
- (j) "Community District" means a community school district created under part 5B of the Code, MCL 380.381 et seq.
- (k) "Conservator" means an individual appointed by the University President in accordance with Section 10.10 of these Terms and Conditions.
- (l) "Contract" means, in addition to the definition set forth in the Code, these Terms and Conditions, the Authorizing Resolution, the Resolution, the Master Calendar, the ESP Policies, the Schedules, and the Application.
- (m) "Director" means a person who is a member of the Academy Board of Directors.
- (n) "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 Charter Schools Director for review as provided in Section 11.11 and has not been disapproved by the Charter Schools Director, and is consistent with the CSO Educational Service Provider Policies, as they may be amended from time to time, and Applicable Law.
- (o) "Educational Service Provider Policies" or "ESP Policies" means those policies adopted by the Charter Schools Director that apply to a Management Agreement. The Charter Schools Director may, at any time and at his or her sole discretion, amend the ESP Policies. 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.

- (p) "Fund Balance Deficit" means the Academy has more liabilities than assets at the end of any given school fiscal year, and includes any fiscal year where the Academy would have had a budget deficit but for a financial borrowing by the Academy or a monetary contribution by an Educational Service Provider or other person or entity to the Academy. If the Academy receives a gift or grant of money or financial support from an Educational Service Provider or other person or entity that does not require repayment by the Academy, and is not conditioned upon the actions or inactions of the Academy Board, then such gift or grant shall not constitute a financial borrowing or contribution for purposes of determining a Fund Balance Deficit.
- (q) "Lease Policies" means those policies adopted by the Charter Schools Director that apply to real property lease agreements entered into by the Academy. The Charter Schools Director may, at any time and at his or her sole discretion, amend the Lease Policies. Upon amendment, changes to the Lease Policies shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.
- (r) "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 Charter Schools Director for review as provided in Section 11.11 and has not been disapproved by the Charter Schools Director.
- (s) "Master Calendar" or "MCRR" means the Master Calendar of Reporting Requirements developed and administered by the Charter Schools Office setting forth a reporting time line for certain financial, administrative, facility, Academy Board and educational information relating to the Academy. The Charter Schools 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.
- (t) "President" means the President of Lake Superior State University or his or her designee.
- (u) "Resolution" means the resolution adopted by the University Board on August 27, 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.

- (v) “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: Required Information for Public School Academies and Schedule 8: Partnership Agreement.
- (w) “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.
- (x) “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.
- (y) “State School Reform/Redesign Officer” means the officer described in Section 1280c(9) of the Code, MCL 380.1280c(9), and authorized to act as the superintendent of the State School Reform/Redesign District under Section 1280c(6)(b) of the Code, MCL 380.1280c(6)(b).
- (z) “Superintendent” means the Michigan Superintendent of Public Instruction.
- (aa) “Terms and Conditions” means this document entitled “Terms and Conditions of Contract, Dated July 1, 2018, Issued by the Lake Superior State University Board of Trustees to Bay City Academy Confirming the Status of Bay City Academy as a public school academy.”
- (bb) “University” means Lake Superior State University, a state public university, established pursuant to Article VIII, Sections 4 and 6 of the Michigan Constitution of 1963.
- (cc) “University Board” means the Lake Superior State University Board of Trustees, an authorizing body as designated under Section 501 of the Code, MCL 380.501.
- (dd) “University Board Chairperson” means the Chairperson of the Lake Superior State University Board of Trustees or his or her designee. In Section 1.1(dd) below, “University Board Chairperson” means the Board Chairperson of the Lake Superior State University Board of Trustees.
- (ee) “University Charter Schools Hearing Panel” or “Hearing Panel” means such person(s) as designated by the University Board Chairperson.

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 Lake Superior State University. The 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 State School Reform/Redesign Officer the accreditation notice required under Section 502 of the Code, MCL 380.502.

Section 2.2 Independent Status of the Academy. The Academy is a body corporate and governmental entity authorized by the Code. The Academy is organized and shall operate as a public school academy and a nonprofit corporation. The Academy is not a division or part of the 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, 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 anytime 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 five (5) business days of receipt, 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 Charter Schools Director describing the proposed acquisition and the purpose for which the Academy desires to acquire the property. The Charter Schools Director will generate a recommendation for consideration by the University Board with regard to the proposed acquisition. The request and the Charter Schools Director's recommendation will be submitted by the Charter Schools 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) select and engage employees; (ii) pay their wages; (iii) dismiss employees; and (iv) 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 Charter Schools 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 Charter Schools 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 Charter Schools 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 University Charter Schools Office; and (c) copies of such other documentation regarding the transaction which is the subject of the proposed direct intercept as the University Charter Schools Office may request. Unless the Charter Schools Director extends the review period, within thirty (30) days of receiving a written request in compliance with this Section, the Charter Schools Director shall notify the Academy if the proposed transaction is disapproved. The Charter Schools Director may disapprove the proposed transaction if 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 Charter Schools Director. By not disapproving a proposed transaction, the Charter Schools 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 University Board in writing at least two years prior to the end of the current Contract Term. The University Board shall provide to the Academy a description of the timeline and process by which the Academy may be considered for issuance of a new contract. The timeline and process for consideration of whether to issue a new contract to the Academy shall be solely determined by the 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 body corporate authorized to receive state school aid funds pursuant to Section 11 of Article IX of the State Constitution of 1963.

Section 4.2 Other Permitted Activities. Consistent with the provisions of this Contract, the Academy is permitted to engage in lawful activities that are not in derogation of the Academy's mission and status of operating a public school academy or that would not jeopardize the eligibility of the Academy for state school aid funds.

Section 4.3 Academy Board Members Serve In Their Individual Capacity. All Directors of the Academy Board shall serve in their individual capacity, and not as a representative or designee of any other person or entity. A person who does not serve in their individual capacity, or who serves as a representative or designee of another person or entity, shall be deemed ineligible to continue to serve as a Director of the Academy Board. A Director who violates this Section shall be removed from office, in accordance with the removal provisions found in the Resolution or Schedule 2: Bylaws. As set forth in the Resolution, a Director serves at the pleasure of the University Board, and may be removed with or without cause by the University Board 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; and
- (e) An individual simultaneously serving as an Academy Board member and a University official, employee, or paid consultant, as a representative of the University.
- (f) An individual simultaneously serving as an Academy Board member and having an ownership or financial interest in any school building 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 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 sub-section, familial relationship means a person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or same-sex domestic partner.

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

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

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. The Restated 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. Upon Academy Board approval, the 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 members as set by the Authorizing Resolution.

ARTICLE VI

OPERATING REQUIREMENTS

Section 6.1 Governance Structure. The Academy shall be organized and administered under the direction of the Academy Board and pursuant to the Governance Structure as set forth in Schedule 7a. The Academy shall have four officers: President, Vice-President, Secretary and Treasurer. The officer positions shall be filled by persons who are members of the Academy Board. A description of their duties is included in Schedule 2.

Section 6.2 Educational Goals. The Academy shall pursue the educational goals identified in Schedule 7b. The educational goals shall include demonstrated improved pupil academic achievement for all groups of pupils.

Section 6.3 Educational Programs. The Academy shall deliver the educational programs identified in Schedule 7c.

Section 6.4 Curriculum. The Academy shall implement and follow the curriculum identified in Schedule 7d.

Section 6.5 Method of Pupil Assessment. The Academy shall evaluate pupils' work based on the assessment strategies identified in Schedule 7e. To the extent applicable, pupil performance at the Academy shall be assessed using both the mathematics and reading portions of the Michigan Student Test of Educational Progress ("M-STEP") or the Michigan Merit Examination ("MME") designated under the Code. The Academy shall provide the Charter Schools Office with copies of reports, assessments and test results concerning the following:

- (a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the Charter Schools Office;
- (b) an assessment of 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 Charter Schools Office; and
- (e) all tests required under Applicable Law.

Section 6.6 Application and Enrollment of Students. The Academy shall comply with the application and enrollment policies identified in Schedule 7f. With respect to the Academy's pupil admissions process, the Academy shall provide any documentation or information requested by the Charter Schools Office that demonstrates the following:

- (a) The Academy has made a reasonable effort to advertise its enrollment efforts to all pupils; and
- (b) The Academy's open enrollment period was for a duration of at least 2 weeks and permitted the enrollment of pupils at times in the evening and on weekends.

Section 6.7 School Calendar and School Day Schedule. The Academy shall comply with the school calendar and school day schedule guidelines as set forth in Schedule 7g.

Section 6.8 Age or Grade Range of Pupils. The Academy shall comply with the age and grade ranges as stated in Schedule 7h.

Section 6.9 Collective Bargaining Agreements. Collective bargaining agreements, if any, with employees of the Academy shall be the responsibility of the Academy.

Section 6.10 Accounting Standards. The Academy shall at all times comply with generally accepted public sector accounting principles and accounting system requirements that comply with the Code, this Contract, the State School Aid Act of 1979, as amended, and applicable State Board of Education and Department of Education rules.

Section 6.11 Annual Financial Statement Audit. The Academy shall conduct an annual financial statement audit prepared and reviewed by an independent certified public accountant. In accordance with timeframes set forth in the Master Calendar, the Academy shall submit one (1) copy of the annual financial statement audit, auditor's management letters and any responses to auditor's management letters to the Charter Schools Office.

Section 6.12 Address and Description of Physical Plant; Process for Expanding Academy's Site Operations. The address and description of the physical plant for the Academy is set forth in Schedule 6. With the approval of the 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 CSO a contract amendment, in a form and manner determined by the CSO. The contract amendment shall include all information requested by the CSO, including detailed information about the site, the Academy's proposed operations at the site and the information provided in Contract Schedules 4, 5, 6 and 7. Upon receipt of a complete contract amendment, the Charter Schools 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 Charter Schools Director of the contract amendment shall include a determination by the Charter Schools Director that the Academy is operating in compliance with the Contract and is making measureable 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 Charter Schools 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 Charter Schools Office for review. Any matriculation agreement entered into by the Academy shall be incorporated into Schedule 7 by contract amendment pursuant to Article IX of these Terms and Conditions. Until the matriculation agreement is incorporated into the Contract, the Academy is prohibited from granting an enrollment priority to any student pursuant to that matriculation agreement.

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 Academy Site Is Former Site of Closed Community District School; State School Reform/Redesign Officer Approval Required. If the Academy's proposed site is located within the geographical boundaries of a Community District and is a site that was a former site of a Community District school closed by the State School Reform/Redesign Office within the last 3 school years, then the University Board shall not issue the Contract unless (a) the new Academy site has a substantially different leadership structure and curricular offering than the previous Community District school that operated at the site; and (b) the State School Reform/Redesign Officer has approved the Academy's use of the site. A copy of the State School Reform/Redesign Officer's approval shall be provided to the Charter Schools Office as part of the application process.

Section 6.19 New Public School Academics Located Within The Boundaries of A Community District. If the circumstances listed below in (a) and (b) or (c) apply to the Academy's site, 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

will have a substantially different governance, leadership and curriculum than the public school previously operating at the site:

- (a) The Academy's proposed site is the same location as a public school that (i) is currently on the list under Section 1280c(1), MCL 380.1280c(1), of the public schools in this State that the State School Reform/Redesign Office has determined to be among the lowest achieving 5% of all public schools; or (ii) has been on the list during the immediately preceding 3 school years.
- (b) If an Accountability Plan has been in effect for at least 3 full school years, the Academy's proposed site is at the same location as a public school that has been assigned a grade of "F" under the Accountability Plan for 3 of the preceding 5 school years;
- (c) The Academy's proposed site is not 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.

Section 6.20 Community District Accountability Plan. If any part of the Academy's proposed site is located within the geographical boundaries of a Community District, then the Academy shall comply with the Accountability Plan. This provision shall not apply if a statewide accountability system is enacted into law replacing the Accountability Plan.

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 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 Prevailing Wage on State Contracts statute, the Uniform Budgeting and Accounting Act, the Revised Municipal Finance Act of 2001, the Elliott-Larsen Civil Rights Act, the Michigan Handicappers' 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. Additionally, the Academy shall comply with other state and federal laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other state or federal law to the Academy.

ARTICLE IX AMENDMENT

Section 9.1 Amendments. The 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 Charter Schools Director the review and approval of changes or amendments to this Contract. In the event that a proposed change is not accepted by the Charter Schools Director, the University Board shall 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 Charter Schools Director the review and approval of changes or amendments to this Contract. The Academy Board may delegate to an officer of the Academy the review and negotiation of changes or amendments to this Contract. The Contract shall be amended as requested by the 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 the Charter Schools Director. 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 that arises between meetings of the University Board. An emergency situation shall be deemed to occur if the University President, in his or her sole discretion, determines that the facts and circumstances warrant that emergency action take place before the next meeting of the University Board. Upon the determination that an emergency situation exists, the University President 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 University President consults with the University Board

Chairperson prior to taking the intended actions. When acting during an emergency situation, the University President 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 University President shall immediately report such action to 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 10.7, upon a determination that one or more of the following has occurred:

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

Section 10.2 Other Grounds for Revocation. In addition to the statutory grounds for revocation set forth in Section 10.1 and the grounds for an automatic revocation set forth in Section 10.3, the University Board may revoke this Contract, pursuant to the procedures set forth in Section 10.7, upon a determination that one or more of the following has occurred:

- (a) The Academy fails to achieve or demonstrate measurable progress toward achieving the educational goals and related measures identified in this Contract;
- (b) The Academy fails to properly implement, consistently deliver, and support the educational programs or curriculum identified in this Contract;
- (c) The Academy is insolvent, has been adjudged bankrupt, or has operated for two or more school fiscal years with a fund balance deficit;
- (d) The Academy has insufficient enrollment to successfully operate a public school academy, or the Academy has lost more than fifty percent (50%) of its student enrollment from the previous school year;

- (e) The Academy fails to fulfill the compliance and reporting requirements or defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract or, during the term of this Contract, it is discovered by the Charter Schools Office that the Academy failed to fulfill the compliance and reporting requirements or there was a violation of a prior Contract issued by the 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 Charter Schools Office's approval;
- (g) The Charter Schools Office discovers grossly negligent, fraudulent or criminal conduct by the Academy's applicant(s), directors, officers, employees or agents in relation to their performance under this Contract; or
- (h) The Academy's applicant(s), directors, officers, employees or agents have provided false or misleading information or documentation to the Charter Schools Office in connection with the University Board's approval of the Application, the issuance of this Contract, or the Academy's reporting requirements under this Contract or Applicable Law.

Section 10.3 Automatic Amendment Of Contract; Automatic Termination of Contract If All Academy Sites Closed Or Placed In State School Reform/Redesign District; Economic Hardship Termination. Except as otherwise provided in this Section 10.3, if the University Board is notified by the State School Reform/Redesign Officer that either (i) an Academy site is subject to closure under section 507 of the Code, MCL 380.507 ("State's Automatic Closure Notice"), or (ii) an Academy site is being placed in the State School Reform/Redesign District ("State's Reform District Notice") pursuant to section 1280c(6) of the Code, MCL 380.1280c(6), 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 or the State's Reform District 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 or the State's Reform District Notice is received without any further action of the University Board or the Academy.

If the Charter Schools Director determines, in his or her discretion, that either the closure of one or more sites, or the placement of one or more sites in the State School Reform/Redesign District, creates a significant economic hardship for the Academy as a going concern, then the Charter Schools 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 10.7(c) do not apply

to an automatic termination initiated by the State's Automatic Closure Notice, the State's Reform District Notice, or an Economic Hardship Termination under this Section 10.3.

Following receipt of the State's Automatic Closure Notice or the State's Reform District Notice, the Charter Schools 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 or the State's Reform District Notice, including the granting of any hardship exemption rescinding the State's Automatic Closure Notice, shall be directed to the State School Reform/Redesign Officer, in a form and manner determined by the State School Reform/Redesign Office or the Michigan Department of Technology Management and Budget.

If the State School Reform/Redesign Officer rescinds the State's Automatic Closure Notice or the State's Reform District Notice for an Academy site or sites, the Academy is not required to close the identified site(s), but shall present to the Charter Schools Office a proposed Contract amendment incorporating the State School Reform/Redesign Officer's school improvement plan, if applicable, for the identified site(s).

Section 10.4 Material Breach of Contract: Termination of Contract By University Board Caused By State School Reform/Redesign Officer Order. If the University Board receives notice that (i) an order has been issued by the State School Reform/Redesign Officer under Section 1280c(2) of the Code, MCL 380.1280c(2), placing an Academy site or sites under the supervision of the State School Reform/Redesign Officer; or (ii) an order is issued by the State School Reform/Redesign Officer appointing a Chief Executive Officer to take control of an Academy site or sites pursuant to Section 1280c(7) of the Code, MCL 380.1280c(7), the Charter Schools Director may, at his or her discretion, deem such actions a material breach of this Contract. If the Charter Schools Director determines that the issuance of such an order constitutes a material breach of this Contract, the Charter Schools Director shall notify the Academy of the material breach and request a meeting with Academy Board representatives to discuss the matter. To remedy the material breach, the Academy shall work toward the development of a corrective action plan within thirty (30) days that is acceptable to the Charter Schools Director. In addition to other matters, the corrective action plan shall include the Academy's redesign plan, if applicable, prepared pursuant to section 1280c of the Code, MCL 380.1280c.

The development of a corrective action plan under this Section 10.4 shall not in any way limit the rights of the University Board to revoke, terminate, or suspend this Contract. If the Charter Schools Director determines that the Academy is unable to develop a corrective action plan that can remedy the material breach and that is acceptable to the University, the Charter Schools Director shall recommend that the University Board terminate the Contract at the end of the current school year. If the University Board approves to terminate the Contract under this Section 10.4, the Contract shall be terminated at the end of the current school year without any further action of either party. If this Contract is terminated pursuant to this Section 10.4, the termination and revocation procedures in Section 10.6 and Section 10.7 shall not apply.

Section 10.5 Grounds and Procedures for Academy Termination of Contract. The Academy Board, by majority vote of its Directors, may, at any time and for any reason, request termination of this Contract. The Academy Board's request for termination shall be made to the Charter Schools Director not less than six (6) calendar months in advance of the Academy's proposed effective date of termination. Upon receipt of an Academy request for termination, the Charter Schools 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 10.6 Grounds and Procedures for University Termination of Contract. The University Board, in its sole discretion, reserves the right to terminate the Contract (i) for any reason or for no reason provided that such termination shall not take place less than six (6) months from the date of the 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 Charter Schools 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 10.6, the revocation procedures in Section 10.7 shall not apply.

Section 10.7 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 Charter Schools Director, upon reasonable belief that grounds for revocation of the Contract exist, shall notify the Academy Board of such grounds by issuing the Academy Board a Notice of Intent to Revoke for non-compliance with the Contract or Applicable Law. The Notice of Intent to Revoke shall be in writing and shall set forth in sufficient detail the alleged grounds for revocation.
- (b) Academy Board's Response. Within thirty (30) days of receipt of the Notice of Intent to Revoke, the Academy Board shall respond in writing to the alleged grounds for revocation. The Academy Board's response shall be addressed to the Charter Schools Director, and shall either admit or deny the allegations of non-compliance. If the Academy's response includes admissions of non-compliance with the Contract or Applicable Law, the Academy Board's response must also contain a description of the Academy Board's plan and time line for correcting the non-compliance with the Contract or Applicable Law. If the Academy's response includes a denial of non-compliance with the Contract or Applicable Law, the Academy's response shall include sufficient documentation or other evidence to

support a denial of non-compliance with the Contract or Applicable Law. A response not in compliance with this Section shall be deemed to be non-responsive. As part of its response, the Academy Board may request that a meeting be scheduled with the Charter Schools 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 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 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 Director shall develop a plan for correcting the non-compliance ("Plan of Correction") which may include reconstitution pursuant to 10.7(d) of these Terms and Conditions. In developing a Plan of Correction, the Charter Schools 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 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 Charter Schools 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; or (iv) the appointment of a new Academy Board of Directors or a conservator/trustee to take over operations of the Academy.

Except as otherwise provided in this subsection, reconstitution of the Academy does not restrict the State School Reform/Redesign Officer from issuing an order under section 507 of the Code, MCL 380.507, directing the automatic closure of the Academy's site(s). If, however, the Academy is located within the boundaries of a Community District and an Accountability Plan is in place, the Charter Schools Director shall notify the State School Reform/Redesign Officer that the Plan of Correction includes a reconstitution of the Academy to ensure that the Academy is not subject to automatic closure by the State School Reform/Redesign Officer under section 507 of the Code, MCL 380.507.

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

- (i) the Academy Board has failed to respond to the Notice of Intent to Revoke as set forth in Section 10.7(b);
- (ii) the Academy Board's response to the Notice of Intent to Revoke is non-responsive;
- (iii) the Academy Board's response admits violations of the Contract or Applicable Law which the Charter Schools Director deems cannot be remedied or cannot be remedied in an appropriate period of time, or for which the Charter Schools Director determines that a Plan of Correction cannot be formulated;
- (iv) the Academy Board's response contains denials that are not supported by sufficient documentation or other evidence showing compliance with the Contract or Applicable Law;
- (v) the Academy Board has not complied with part or all of a Plan of Correction established in Section 10.7(c);
- (vi) the Academy Board has engaged in actions that jeopardize the financial or educational integrity of the Academy; or
- (vii) the Academy Board has been issued multiple or repeated Notices of Intent to Revoke.

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

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

forth in this subsection. A copy of the Hearing Panel's recommendation shall be provided to the Charter Schools Office and the Academy Board at the same time that the recommendation is sent to the University Board.

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

Section 10.8 Contract Suspension. The University Board's process for suspending the Contract is as follows:

- (a) The Charter Schools Director Action. If the Charter Schools Director determines, in his or her sole discretion, that certain conditions or circumstances exist such that the Academy Board:
 - (i) has placed staff or students at risk;
 - (ii) is not properly exercising its fiduciary obligations to protect and preserve the Academy's public funds and property;
 - (iii) has lost its right to occupancy of the physical facilities described in Schedule 6, and cannot find another suitable physical facility for the Academy prior to the expiration or termination of its right to occupy its existing physical facilities;
 - (iv) has failed to secure or has lost the necessary fire, health, and safety approvals as required by Schedule 6;

- (v) has willfully or intentionally violated this Contract or Applicable Law; or
 - (vi) has violated Section 10.2(g) or (h), then the Charter Schools Director may immediately suspend the Contract, pending completion of the procedures set forth in Section 10.7. A copy of the suspension notice, setting forth the grounds for suspension, shall be sent to the Academy Board and to the Hearing Panel. If this subsection is implemented, the notice and hearing procedures set forth in Section 10.7 shall be expedited as much as possible.
- (b) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a decision by the Charter Schools Director to suspend the Contract, shall be retained by the University Board for the Academy until the Contract is reinstated, or shall be returned to the Michigan Department of Treasury upon the State's request.
- (c) Immediate Revocation Proceeding. If the Academy Board, after receiving a notice of Contract suspension from the Charter Schools Director, continues to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may immediately convene a revocation hearing in accordance with the procedures set forth in section 10.7(e) of this Contract. The Hearing Panel has the authority to accelerate the time line for revoking the Contract, provided that notice of the revocation hearing shall be provided to the Charter Schools Office and the Academy Board at least five (5) days before the hearing. If the Hearing Panel determines that the Academy Board has continued to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may recommend revocation of the Contract. The University Board shall proceed to consider the Hearing Panel's recommendation in accordance with Sections 10.7(f) through (h).

Section 10.9 Venue; Jurisdiction. The parties agree that all actions or proceedings arising in connection with this Contract will be tried and litigated only in the Circuit Court of Chippewa County, Michigan, the Michigan Court of Claims or the Federal District Court for the Western District of Michigan. The parties hereby irrevocably accept for themselves and in respect of their property, generally and unconditionally, the jurisdiction of such courts. The parties irrevocably consent to the service of process out of any such courts in any such action or proceedings by the mailing of copies thereof by registered or certified mail, postage prepaid, to each such party, at its address set forth for notices in this Contract, such service to become effective ten (10) days after such mailing. The parties irrevocably waive any right they may have to assert the doctrine of forum non conveniens or to object to venue to the extent any proceedings is brought in accordance with this Section 10.9. This Section 10.9 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 10.10 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 and discipline employees of the Academy;
- (e) settle or compromise with any debtor or creditor of the Academy, including any taxing authority;
- (f) review all outstanding agreements to which the Academy is a party and to take those actions which the Academy Board may have exercised to pay, extend, rescind, renegotiate or settle such agreements as needed; and
- (g) perform all acts necessary and appropriate to fulfill the Academy's purposes as set forth under this Contract or Applicable Law.

Section 10.11 Academy Dissolution Account. If the University Board terminates, revokes or fails to issue a new Contract to the Academy, the Charter Schools Director shall notify the Academy that, beginning thirty (30) days after notification of the University Board's decision, the University Board shall 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 to pay the costs associated with the wind up and dissolution responsibilities of the Academy. Within five (5) business days of the Charter Schools Director's notice, the Academy Board Treasurer shall provide the Charter Schools Director, in a form and manner determined by the CSO, with account detail information and authorization to direct such funds to the Academy Dissolution Account. The Academy Dissolution Account shall be under the sole care, custody and control of the Academy Board, and such funds shall not be used by the Academy to pay any other Academy debt or obligation until such time as all the wind-up and dissolution expenses have been satisfied.

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 Charter Schools Office a copy of its annual budget for the upcoming fiscal year. The budget must detail budgeted expenditures at the object level as described in the Michigan Department of Education's Michigan School Accounting Manual. In addition, the Academy Board is responsible for approving all revisions and amendments to the annual budget. Within 10 days after Academy Board approval, revisions or amendments to the Academy's budget shall be submitted to the Charter Schools Office.
- (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 Charter Schools Office.
 - (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 Charter Schools Office.

- (iii) After the Superintendent approves 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) As required, 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)

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

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

COVERAGE	REQUIREMENTS
General or Public Liability (GL)	<p>Must be Occurrence form</p> <p>Must include Sexual Abuse & Molestation coverage which can be Occurrence or Claims Made. If this coverage is Claims Made the Retroactive Date must be the same or before date of original 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>

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

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

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

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 Charter Schools 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 Charter Schools Office.

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.

Furthermore, if the Academy utilizes an Educational Service Provider, the following insurance requirements apply:

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	Must include Employment Practices Liability

(E&O)	
	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 University Board, the University or any other authorizing body, or to enter into a contract that would bind the University Board or the 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 covenants not to sue the University Board, the University, or any of its Trustees, officers, employees, agents or representatives for any matters that arise under this Contract. The University Board and the University do not assume any obligation with respect to any Director, employee, agent, parent, guardian, student, or independent contractor of the Academy, and no such person shall have the right or standing to bring suit against the University Board or the University, or any of its 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 Charter Schools Office copies of its lease or deed for the premises in which the Academy shall operate in a form and manner consistent with the Lease Policies, which are incorporated into and be deemed part of this Contract. A copy of the final executed Lease Agreement shall be included in this Contract under Schedule 6. The Charter Schools Office may, from time to time during the term of this Contract, amend the Lease Policies and such amended lease policies shall automatically apply to the Academy without the need for a Contract amendment under article IX of these Terms and Conditions. The Charter Schools Office may disapprove the proposed lease agreement submitted by the Academy if the lease agreement is contrary to this Contract, the Lease Policies, or Applicable Law. Any subsequent amendment to a lease agreement shall be submitted for review by the Charter Schools Office in the same form and manner as a new lease agreement.

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; Compliance with School Safety Initiative. The Academy shall comply with the Code concerning criminal background and criminal history checks for its teachers, school administrator(s), and for any other position requiring State Board approval. In addition, the Academy shall comply with the Code concerning the disclosure of unprofessional conduct by persons applying for Academy employment. This Section 11.6 shall apply to such persons irrespective of whether they are employed by the Academy or employed by an educational service provider contracting with the Academy.

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

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

Section 11.9 Nonessential Elective Courses. If the Academy Board elects to provide nonessential elective courses to part-time pupils at a nonpublic school building, the Academy shall comply with Section 166b of the State School Aid Act of 1979, as amended, MCL 388.1166b. 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 this Contract as an 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 Lake Superior University. The parties acknowledge and agree that the Lake Superior State University Board of Trustees, Lake Superior State University and its members, officers, employees, agents or representatives (collectively referred to as "the University") are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify, defend, and hold harmless the University from and against all claims, demands, actions, suits, causes of action, losses, judgments, damages, fines penalties, demands, forfeitures, or any other liabilities or losses of any kind, including costs, attorney fees, and related expenses imposed upon or incurred by the University, 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 Lake Superior State University Board of Trustees' approval of the Academy's application, Lake Superior State University Board of Trustees' consideration of or issuance of a Contract, the Academy Board's or the [insert name of Educational Service Provider's] preparation for and operation of the Academy, or which are incurred as a result of the reliance by the University upon information supplied by the Academy Board or the [insert name of Educational Service Provider], or which arise out of the failure of the Academy Board or the [insert name of Education Service Provider] to perform its obligations under the Contract or Applicable Law. The parties expressly acknowledge and agree that the University, Lake Superior State University Board of Trustees and its members, and their respective officers, employees, agents or representatives, or any of them, may commence legal action against either party to enforce its rights as set forth in this Agreement."

"Agreement Coterminous With Academy's Contract. If the Academy's Contract issued by the Lake Superior State 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. [Insert name of Educational Service Provider] agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Academy's Contract issued by Lake Superior State 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, the [insert name of ESP] agrees to provide the Academy Board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 388.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Academy Board shall make the information available on the Academy's website home page, in a form and manner prescribed by the Michigan Department of Education. 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 State School Reform/Redesign Officer 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 12.17 of Contract Terms and Conditions. [Insert name of Educational Service Provider] shall make information concerning the operation and management of the Academy, including without limitation the information described in Schedule 4 of the Contract, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under Section 12.17(a) of the Contract Terms and Conditions.”

Section 11.11 Management Agreements. The Academy may enter into a Management Agreement with an ESP to contract out its administrative and/or educational functions and personnel. For purposes of this Contract, an employee leasing agreement shall be considered a Management Agreement, and an employee leasing company shall be considered an ESP. Any ESP 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 Academy and the ESP agreement must detail the amount of such required coverage. Prior to entering any Management Agreement with an ESP, the Academy shall submit a copy of the final draft Management Agreement to the Charter Schools Office in a form and manner consistent with the ESP policies of the Charter Schools Office which are incorporated into and be deemed part of this Contract. A copy of the final executed Management Agreement shall be included in this Contract under Schedule 5. The Charter Schools Office may, from time to time during the term of this Contract, amend the ESP policies and the amended ESP policies shall automatically apply to the Academy without the need for a Contract amendment under article IX of these Terms and Conditions. The Charter Schools Office may disapprove the proposed Management Agreement submitted by the Academy if the Management Agreement is contrary to this Contract or Applicable Law. Any subsequent amendment to a Management Agreement shall be submitted for review by the Charter Schools Office in the same form and manner as a new Management Agreement.

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

ARTICLE XII

GENERAL TERMS

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

If to the University Board:

Charter Schools Office Director
Lake Superior State University
650 W. Easterday Avenue
Sault Ste. Marie, MI 49783

If to Outside Counsel:

Leonard C. Wolfe
Dykema Gossett PLLC
201 Townsend Street, Suite 900
Lansing, Michigan 48933

If to Academy:

Bay City Academy
301 N. Farragut Street
Bay City, MI 48708

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.

- (a) Initial Term of Contract. Except as otherwise provided in Section 12.9(b) and (c) set forth below, this Contract shall commence on the date first set forth above and shall remain in full force and effect until June 30, 2021, unless sooner terminated according to the terms hereof.
- (b) Termination of Contract During Initial Term of Contract. Consistent with the procedures set forth in this Section 12.9(b), this Contract will terminate if the Academy does not:
 - (i) By January 1, 2021, provide documentation to the University Charter Schools Office demonstrating progress toward the Educational Goals set forth in Schedule 7(b);
 - (ii) By January 1, 2021, provide documentation to the University Charter Schools Office demonstrating that the Academy has successfully implemented the Educational Program set forth in Schedule 7(c);
 - (iii) By January 1, 2021, provide documentation to the University Charter Schools Office demonstrating that the Academy has satisfied the academic, financial, and reporting requirements established by this Contract and Applicable Law; and
 - (iv) Timely deliver to the Charter Schools office any additional financial information or documentation requested by the University Board or the Charter Schools Office Director.

The Charter Schools Office Director shall notify the Academy in writing following completion of the conditions set forth in this Section 12.9(b). For good cause, the Charter Schools Office Director may extend the deadlines set forth above. If the Charter Schools Office Director determines that the Academy has not satisfied the conditions set forth in this Section 12.9(b), the Charter Schools Office Director shall issue a Contract termination letter to the Academy for failing to meet certain conditions set forth in this Section 12.9(b). The issuance of the termination letter by the Charter Schools Office Director shall automatically terminate this Contract without any further action by either the University Board or the Academy Board. Upon issuance of the termination letter, the Charter Schools Office Director shall notify the Superintendent of Public Instruction and the Michigan Department of Education that the Contract has been terminated.

- (c) Extended Term of Contract. If the Academy satisfies the conditions set forth above in Section 12.9(b), this Contract shall be extended two (2) additional academic years and shall expire on June 30, 2023, unless sooner terminated according to the terms hereof ("Contract Term").

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 University Board, the University and its

Board of Trustees members, officers, employees, agents or representatives harmless from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the 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 University Board or CSO General Policies on Public School Academies Shall Apply. Notwithstanding any provision of this Contract to the contrary, and with the exception of existing University Board or CSO policies regarding public school academies which shall apply immediately, University Board or CSO general policies clarifying procedure and requirements applicable to public school academies under this Contract, as from time to time adopted or amended, will automatically apply to the Academy, provided they are not inconsistent with provisions of this Contract. Before issuing general policies under this Section, the University Board or the CSO shall provide a draft of the proposed policies to the Academy Board. The Academy Board shall have at least thirty (30) days to provide comment to the CSO on the proposed policies before such policies shall become effective.

Section 12.16 Survival of Provisions. The terms, provisions, and representations contained in Section 11.2, Section 11.3, Section 12.10, Section 12.13 and any other provisions of

this Contract that by their sense and context are intended to survive termination of this Contract shall survive.

Section 12.17 Information Available to the Public.

- (a) Information to be provided by the Academy. The Academy shall make information concerning its operation and management, including without limitation the information described in Schedule 4, available to the public in the same manner and to the same extent as is required for public schools and school districts under Applicable Law.
- (b) Information to be provided by Educational Service Providers. If the Academy enters into an agreement with an Educational Service Provider for operation or management of the Academy, the Management Agreement shall contain a provision requiring the Educational Service Provider to make information concerning the operation and management of the Academy, including without limitation the information described in Schedule 4, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under subparagraph (a).

Section 12.18 Termination of Responsibilities. Upon termination or revocation of the Contract, the 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 12.19 Disposition of Academy Assets Upon Termination or Revocation of Contract. Following termination or revocation of the Contract, the Academy shall follow the applicable wind-up and dissolution provisions set forth in the Academy's articles of incorporation and in accordance with Part 6A of the Code.

Section 12.20 Student Privacy. In order to protect the privacy of students enrolled at the Academy, the Academy Board 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 12.21 Disclosure of Information to Parents and Legal Guardians.

- (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, Charter Schools Office 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, Charter Schools Office

- (vii) to a person, agency, or organization with written consent from the student's parent or legal guardian, or from the student if the student is 18 years of age;
 - (viii) to a person, agency, or organization seeking or receiving records in accordance with an order, subpoena, or ex parte order issued by a court of competent jurisdiction;
 - (ix) to a person, agency, or organization as necessary for standardized testing that measures a student's academic progress and achievement; or
 - (x) in the absence of, or in compliance with, a properly executed opt-out form, as adopted by the Academy in compliance with section 1136(6) of the Code, pertaining to uses for which the Academy commonly would disclose a pupil's "directory information."
- (c) If the Academy considers it necessary to make redacted copies of all or part of a student's education records in order to protect personally identifiable information of another student, the Academy shall not charge the parent or legal guardian for the cost of those redacted copies.
- (d) The terms "education records," "personally identifiable information," and "directory information" shall have the same meaning as defined in MCL 380.1136.

Section 12.22 List of Uses for Student Directory Information; Opt Out Form; Notice to Student's Parent or Legal Guardian.

- (a) The Academy shall do all of the following:
- (i) Develop a list of uses (the "Uses") for which the Academy commonly would disclose a student's directory information.
 - (ii) Develop an opt-out form that lists all of the Uses and allows a student's parent or guardian to elect not to have the student's directory information disclosed for 1 or more Uses.
 - (iii) Present the opt-out form to each student's parent or guardian within the first thirty (30) days of the school year and at other times upon request.
 - (iv) If an opt-out form is signed and submitted to the Academy by a student's parent or guardian, then the Academy shall not include the student's directory information in any of the Uses that have been opted out of in the opt-out form.
- (b) The terms "directory information" shall have the same meaning as defined in MCL 380.1136.

Section 12.23 Partnership Agreement. If an Academy site is listed as a Priority School on the list of lowest performing schools prepared by the Michigan Department of Education, and the Superintendent proposes a Partnership Agreement with the Academy, the Academy shall work with the Charter Schools Office to finalize an agreement that is acceptable to the Michigan Department of Education, the Academy and the Charter Schools Office. The Partnership

Agreement shall be incorporated into this Contract by amendment pursuant to Article IX of these Terms and Conditions and shall be included as Schedule 8. The Contract amendment shall also include any other amendments to this Contract that are required to ensure the Partnership Agreement is consistent with this Contract.

Section 12.24 Data Breach Response Plan. Within one year after the effective date of this Contract, the Academy Board shall design and implement a comprehensive data breach response plan. The data breach response plan should be made available to Academy personnel and any Educational Service Provider contracting with the Academy. The data breach response plan should be updated periodically by the Academy Board to address changes in data threat assessments and changes in applicable state and federal privacy laws.

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

**LAKE SUPERIOR STATE UNIVERSITY
BOARD OF TRUSTEES**

By: _____

Rodney S. Hanley PhD

Date: July 1, 2018

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.

BAY CITY ACADEMY

By: _____

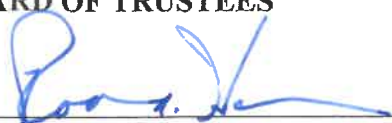
_____, Academy Board Designee

Date: July 1, 2018

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

**LAKE SUPERIOR STATE UNIVERSITY
BOARD OF TRUSTEES**

By: _____


Rodney S. Hanley PhD

Date: July 1, 2018

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.

BAY CITY ACADEMY

By: _____

_____, Academy Board Designee

Date: July 1, 2018

Tab C

CONTRACT SCHEDULES

Schedules

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

Tab 1

CONTRACT SCHEDULE 1
ARTICLES OF INCORPORATION



Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

BAY CITY ACADEMY

was validly Incorporated on February 8, 2011 as a Michigan nonprofit corporation, and said corporation is validly in existence under the laws of this state.

This certificate is issued pursuant to the provisions of 1982 PA 162 to attest to the fact that the corporation is in good standing in Michigan as of this date and is duly authorized to conduct affairs in Michigan and for no other purpose.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.



*In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 7th day of February, 2018.*

Julia Dale, Director

Corporations, Securities & Commercial Licensing Bureau

Sent by electronic transmission

Certificate Number: 18023174570

Verify this certificate at: URL to eCertificate Verification Search <http://www.michigan.gov/corpverifycertificate>.

Michigan Department of Energy, Labor & Economic Growth

Filing Endorsement

This is to Certify that the ARTICLES OF INCORPORATION - NONPROFIT

for

BAY CITY ACADEMY

ID NUMBER: 70875H

received by facsimile transmission on February 8, 2011 is hereby endorsed

Filed on February 8, 2011 by the Administrator.

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



*In testimony whereof, I have hereunto set my
hand and affixed the Seal of the Department,
In the City of Lansing, this 8TH day
of February, 2011.*

Director

Bureau of Commercial Services

BCS/CD-502 (Rev. 09/10)

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

File Received		This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.									
<table border="1"> <tr> <td colspan="3">Name David S. Fry</td> </tr> <tr> <td colspan="3">Address 6739 Courtland Dr., N.E., Ste. 101</td> </tr> <tr> <td>City Rockford</td> <td>State MI</td> <td>ZIP Code 49341</td> </tr> </table>			Name David S. Fry			Address 6739 Courtland Dr., N.E., Ste. 101			City Rockford	State MI	ZIP Code 49341
Name David S. Fry											
Address 6739 Courtland Dr., N.E., Ste. 101											
City Rockford	State MI	ZIP Code 49341									
		EFFECTIVE DATE:									

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

ARTICLES OF INCORPORATION
For use by Domestic Nonprofit Corporations
(Please read information and instructions on the last page)

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

ARTICLE I

The name of the corporation is:

ay City Academy

ARTICLE II

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

The corporation, including all activities incident to its purposes, shall at all time 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 instrumentally exempt from federal income tax under Section 115 of the IRC or by a nonprofit corporation organized under the laws of the State of Michigan and subject to a Contract authorized under the Code.

Additionally, the corporation is organized for the purpose of 1) improving pupil achievement for all pupils, including, but not limited to, educational disadvantaged pupils by improving the learning environment; 2) stimulating innovative teaching methods; 3) creating 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; 4) achieving school accountability outcomes by placing full responsibility for performance at the school site level; and 5) providing parents and pupils with greater choices among public schools, both within and outside their existing school district. 02/08/2011 8:54AM (GMT-05:00)

ARTICLE II(A)

The authorizing body for the corporation, pursuant to the provisions of Michigan Compiled Laws §380.502, is the Lake Superior State University Board of Trustees.

It is intended that the Articles of Incorporation will be effective as of the date filed with the Michigan Department of Consumer and Industry Services, Securities and Land Development Bureau.

ARTICLE III

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

The description and value of its real property assets are : *None*

The description and value of its personal property assets are: *None*

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

1. Michigan state school aid payment received pursuant to current, or any successor, law.
2. Federal funds, to the extent available.
3. Donations.
4. Fees and charges permitted to be charged by Michigan public school academies.
5. Any other funds lawfully received

ARTICLE IV

The address of the registered office is:
1245 Hammond Road East
Traverse City, MI 49686

The mailing address of registered office is the same.

The name of the resident agent at the registered office is:
Steven J. Ingersoll, O.D.

ARTICLE V

The name and business address of the incorporator is David S. Fry, 6739 Courtland Dr., N.E., Ste. 101, Rockford, MI 49341

ARTICLE VI

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

02/08/2011 8:54AM (GMT-05:00)

ARTICLE VII

Pursuant to Michigan Compiled Laws 380.503 (4), the method of selection, length of term and number of members of the board of directors of the corporation shall be approved by a resolution of the Board of Trustees of Lake Superior State University.

The initial Board of Directors shall be the individuals named in a resolution approved by the Lake Superior State University Board of Trustees pursuant to recommendation by the incorporator to the Director of Public School Academy Operations of Lake Superior State University. One-third (1/3) of the directors shall be designated as holding (1) year terms, one-third (1/3) shall be designated as holding two (2) year terms and one-third (1/3) shall be designated as holding (3) year terms, the term of each Board Member commencing on or before February 1, 2011. Thereafter, directors shall be nominated for three (3) year terms by the attending directors at each annual meeting, in sufficient numbers to fill the terms which are then expiring. All nominations of directors by the Board are subject to appointment by the Board of Trustees of Lake Superior State University. The Board of Trustees of Lake Superior State University may determine in its sole discretion, with or without cause, not to appoint any director nominated by the Board of Directors. The Board of Trustees of Lake Superior State University retains the right and may determine, in its sole discretion, to nominate and approve a director of its own choosing.

The number of directors shall be no fewer than five (5) or greater than nine (9). Criteria for consideration of person for election as directors shall be set forth in the Bylaws of the corporation.

ARTICLE VIII

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 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, in the event of the dissolution of the corporation, and after making provision for the payment of all liabilities of the school, all of the school's assets, real and personal, shall be distributed to the authorizing body 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. At no time during such dissolution shall Lake Superior State University be liable for any of the liabilities of the corporation.

ARTICLE IX

The board of directors shall have all power and duties permitted by law to manage the business, property and affairs of the corporation.

ARTICLE X

The board and duties of the corporation's officers are as follows:

1. Number. The officers of the corporation shall be a President, Vice President, Secretary and a Treasurer, each of whom shall be a member of and 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 officers and agents as they may deem necessary for the transaction of the business of the corporation.
2. President. The President of the corporation shall preside at all meeting of the Board of Directors. 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 Board of Directors attending shall preside. The President shall be an *ex officio* member of all standing committees and shall be President of those committees designated by the Board of Directors. The President shall, in general, perform all duties incident to the office of President of the Board as may be prescribed by the Board from time to time. The duties of the President shall include responsibilities for any publications and filings required by the Michigan School Code except to the extent that the same may be designated to another officer(s) by the Board of Directors of the corporation, from time to time.
3. Vice-President. 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 Board of Directors.
4. Secretary. The Secretary shall: (a) keep the minutes of the Board of Directors 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 Articles or as required by law; (c) be custodian of the corporate records and of the seal of the corporation and provide 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 of the Board of Directors.

5. Treasurer. 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) be custodian of the corporate records and of the seal of the corporation and provide 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 Treasurer and other duties assigned by the President or the Board of Directors.
6. Assistants and Acting Officers. The Assistants to the Secretary and Treasurer, if any, selected by the Board of Directors, 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 President of the Board of Directors. The Board of Directors 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 to except as the Board of Directors may by resolution otherwise determine.

ARTICLE XI

These Articles of Incorporation may be amended by majority vote of the Board of Directors of the corporation. No amendment shall contravene any provision of any Contract executed by the corporation and the authorizing body, Lake Superior State University Board of Trustees, and any and all amendments shall also be in conformity with any pertinent requirements of the Revised School Code, Part 6A.

I, the incorporator, sign my name this 4th day of February, 2011.


David S. Fry, Attorney at Law
6739 Courtland Dr., N.E., Ste. 101
Rockford, MI 49341-7217
(616) 874-1200

Michigan Department of Energy, Labor & Economic Growth

Filing Endorsement

This is to Certify that the CERTIFICATE OF AMENDMENT - CORPORATION

for

BAY CITY ACADEMY

ID NUMBER: 70875H

received by facsimile transmission on February 23, 2011 is hereby endorsed

Filed on March 1, 2011 by the Administrator.

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



*In testimony whereof, I have hereunto set my
hand and affixed the Seal of the Department,
in the City of Lansing, this 1ST day
of March, 2011.*

Director

Bureau of Commercial Services

BCS/CO-515 (Rev. 08/10)

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

Date Received

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

Name

David S. Fry

Address

6739 Courtland Dr., N.E., Ste. 101

City

Rockford

State

MI

ZIP Code

49341

EFFECTIVE DATE:

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

CERTIFICATE OF AMENDMENT TO THE ARTICLES OF INCORPORATION**For use by Domestic Profit and Nonprofit Corporations**

(Please read information and instructions on the last page)

Pursuant to the provisions of Act 284, Public Acts of 1972, (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The present name of the corporation is:

Bay City Academy

2. The identification number assigned by the Bureau is:

70875H

3. Article II & II(A) of the Articles of Incorporation is hereby amended to read as follows:

Article II is amended to read as follows:

The corporation is organized for the purposes of operating as a public school academy in the State of Michigan pursuant to Part 5A of the Revised School Code, being Sections 380.501 to 380.507 of the Michigan Compiled Laws.

The corporation, including all activities incident to its purposes, shall at all time 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 entity exempt from federal income tax under Section 115 of the IRC or by a nonprofit corporation organized under the laws of the State of Michigan and subject to a Contract authorized under the Code.

Additionally, the corporation is organized for the purpose of 1) Improving pupil achievement for all pupils, including, but not limited to, educational disadvantaged pupils by improving the learning environment; 2) stimulating innovative teaching methods; 3) creating 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; 4) achieving school accountability outcomes by placing full responsibility for performance at the school site level; and 5) providing parents and pupils with greater choices among public schools, both within and outside their existing school district.

Article II(A) is amended to read as follows:

The authorizing body for the corporation, pursuant to the provisions of Michigan Compiled Laws Section 380.502, is the Lake Superior State University Board of Trustees.

It is intended that the Articles of Incorporation shall be effective as of the date filed with the Michigan Department of Energy, Labor & Economic Growth, Bureau of Commercial Services.

02/23/2011 2:45PM (GMT-05:00)

COMPLETE ONLY ONE OF THE FOLLOWING:**4. Profit or Nonprofit Corporations: For amendments adopted by unanimous consent of incorporators before the first meeting of the board of directors or trustees.**

The foregoing amendment to the Articles of Incorporation was duly adopted on the 16th day of February, 2011, in accordance with the provisions of the Act by the unanimous consent of the incorporator(s) before the first meeting of the Board of Directors or Trustees.

Signed this 17th day of February, 2011

David S. Fry
(Signature)

David S. Fry, Incorporator

(Type or Print Name)

(Signature)

(Type or Print Name)

(Signature)

(Type or Print Name)

(Signature)

(Type or Print Name)

5. Profit Corporation Only: Shareholder or Board Approval

The foregoing amendment to the Articles of Incorporation proposed by the board was duly adopted on the _____ day of _____, _____, by the: (check one of the following)

- ☐ shareholders at a meeting in accordance with Section 611(3) of the Act.
- ☐ written consent of the shareholders having not less than the minimum number of votes required by statute in accordance with Section 407(1) of the Act. Written notice to shareholders who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders is permitted only if such provision appears in the Articles of Incorporation.)
- ☐ written consent of all the shareholders entitled to vote in accordance with Section 407(2) of the Act.
- ☐ board of a profit corporation pursuant to section 611(2) of the Act.

Profit Corporations and Professional Service Corporations

Signed this _____ day of _____, _____

By _____
(Signature of an authorized officer or agent)

(Type or Print Name)

Michigan Department of Licensing and Regulatory Affairs

Filing Endorsement

This is to Certify that the CERT. OF CHANGE OF REG. OFF./RES. AGENT

for

BAY CITY ACADEMY

ID NUMBER: 70875H

received by facsimile transmission on June 1, 2011 is hereby endorsed

Filed on June 3, 2011 by the Administrator.

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



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 3RD day of June, 2011.

Director

Bureau of Commercial Services

BCSIGN-620 (Rev. 05/10)

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

Date Received

(FOR BUREAU USE ONLY)

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

Name

David S. Fry

Address

6739 Courtland Dr., N.E., Ste. 101

City

Rockford

State

MI

Zip Code

49341

EFFECTIVE DATE:

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

**CERTIFICATE OF CHANGE OF REGISTERED OFFICE AND/OR CHANGE OF RESIDENT AGENT
For use by Domestic and Foreign Corporations and Limited Liability Companies**

(Please read information and instructions on reverse side)

Pursuant to the provisions of Act 284, Public Acts of 1972 (profit corporations), Act 162, Public Acts of 1982 (nonprofit corporations), or Act 23, Public Acts of 1993 (limited liability companies), the undersigned corporation or limited liability company executes the following Certificate:

1. The name of the corporation or limited liability company is:

Bay City Academy

2. The identification number assigned by the Bureau is:

70875H

3. a. The name of the resident agent on file with the Bureau is: Steven J. Ingersoll, O.D.

- b. The location of the registered office on file with the Bureau is:

1245 Hammond Road E.

Traverse City

Michigan

49686

(Street Address)

(City)

(ZIP Code)

- c. The mailing address of the above registered office on file with the Bureau is:

(Street Address or P.O. Box)

(City)

Michigan

(ZIP Code)

ENTER IN ITEM 4 THE INFORMATION AS IT SHOULD NOW APPEAR ON THE PUBLIC RECORD

4. a. The name of the resident agent is: Craig Johnston

- b. The address of the registered office is:

1094 Winding Way

Milford

Michigan

48381

(Street Address)

(City)

(ZIP Code)

- c. The mailing address of the registered office IF DIFFERENT THAN 4B is:

(Street Address or P.O. Box)

(City)

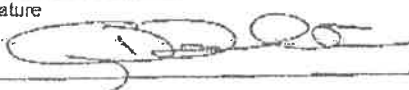
Michigan

(ZIP Code)

5. The above changes were authorized by resolution duly adopted by: 1. ALL CORPORATIONS: its Board of Directors; 2. PROFIT CORPORATIONS ONLY: the resident agent if only the address of the registered office is changed, in which case a copy of this statement has been mailed to the corporation; 3. LIMITED LIABILITY COMPANIES: an operating agreement, affirmative vote of a majority of the members pursuant to section 502(1), managers pursuant to section 406, or the resident agent if only the address of the registered office is changed.

6. The corporation or limited liability company further states that the address of its registered office and the address of its resident agent, as changed, are identical.

Signature



Type or Print Name and Title or Capacity

Craig Johnston, President

Date Signed

5-24-11

06/01/2011 4:36PM (GMT-04:00)

Michigan Department of Energy, Labor & Economic Growth

Filing Endorsement

This is to Certify that the ARTICLES OF INCORPORATION - NONPROFIT

for

BAY CITY ACADEMY

ID NUMBER: 70875H

received by facsimile transmission on February 8, 2011 is hereby endorsed

Filed on February 8, 2011 by the Administrator.

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



*In testimony whereof, I have hereunto set my
hand and affixed the Seal of the Department,
In the City of Lansing, this 8TH day
of February, 2011.*



Director

Bureau of Commercial Services

BCS/CD-502 (Rev. 08/10)

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

Date Received			
	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.		
Name David S. Fry			
Address 6739 Courtland Dr., N.E., Ste. 101			
City Rockford	State MI	ZIP Code 49341	EFFECTIVE DATE:

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

ARTICLES OF INCORPORATION
For use by Domestic Nonprofit Corporations
(Please read information and instructions on the last page)

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

ARTICLE I

The name of the corporation is:

Bay City Academy

ARTICLE I I

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

The corporation, including all activities incident to its purposes, shall at all time 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 instrumentally exempt from federal income tax under Section 115 of the IRC or by a nonprofit corporation organized under the laws of the State of Michigan and subject to a Contract authorized under the Code.

Additionally, the corporation is organized for the purpose of 1) improving pupil achievement for all pupils, including, but not limited to, educational disadvantaged pupils by improving the learning environment; 2) stimulating innovative teaching methods; 3) creating 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; 4) achieving school accountability outcomes by placing full responsibility for performance at the school site level; and 5) providing parents and pupils with greater choices among public schools, both within and outside their existing school district.

02/08/2011 8:54AM (GMT-05:00)

ARTICLE II (A)

The authorizing body for the corporation, pursuant to the provisions of Michigan Compiled Laws §380.502, is the Lake Superior State University Board of Trustees.

It is intended that the Articles of Incorporation will be effective as of the date filed with the Michigan Department of Consumer and Industry Services, Securities and Land Development Bureau.

ARTICLE III

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

The description and value of its real property assets are : *None*

The description and value of its personal property assets are: *None*

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

1. Michigan state school aid payment received pursuant to current, or any successor, law.
2. Federal funds, to the extent available.
3. Donations.
4. Fees and charges permitted to be charged by Michigan public school academies.
5. Any other funds lawfully received

ARTICLE IV

The address of the registered office is:
1245 Hammond Road East
Traverse City, MI 49686

The mailing address of registered office is the same.

The name of the resident agent at the registered office is:
Steven J. Ingersoll, O.D.

ARTICLE V

The name and business address of the incorporator is David S. Fry, 6739 Courtland Dr., N.E., Ste. 101, Rockford, MI 49341

ARTICLE VI

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

02/08/2011 8:54AM (GMT-05:00)

ARTICLE VII

Pursuant to Michigan Compiled Laws 380.503 (4), the method of selection, length of term and number of members of the board of directors of the corporation shall be approved by a resolution of the Board of Trustees of Lake Superior State University.

The initial Board of Directors shall be the individuals named in a resolution approved by the Lake Superior State University Board of Trustees pursuant to recommendation by the incorporator to the Director of Public School Academy Operations of Lake Superior State University. One-third (1/3) of the directors shall be designated as holding (1) year terms, one-third (1/3) shall be designated as holding two (2) year terms and one-third (1/3) shall be designated as holding (3) year terms, the term of each Board Member commencing on or before February 1, 2011. Thereafter, directors shall be nominated for three (3) year terms by the attending directors at each annual meeting, in sufficient numbers to fill the terms which are then expiring. All nominations of directors by the Board are subject to appointment by the Board of Trustees of Lake Superior State University. The Board of Trustees of Lake Superior State University may determine in its sole discretion, with or without cause, not to appoint any director nominated by the Board of Directors. The Board of Trustees of Lake Superior State University retains the right and may determine, in its sole discretion, to nominate and approve a director of its own choosing.

The number of directors shall be no fewer than five (5) or greater than nine (9). Criteria for consideration of person for election as directors shall be set forth in the Bylaws of the corporation.

ARTICLE VIII

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 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, in the event of the dissolution of the corporation, and after making provision for the payment of all liabilities of the school, all of the school's assets, real and personal, shall be distributed to the authorizing body 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. At no time during such dissolution shall Lake Superior State University be liable for any of the liabilities of the corporation.

ARTICLE IX

The board of directors shall have all power and duties permitted by law to manage the business, property and affairs of the corporation.

ARTICLE X

The board and duties of the corporation's officers are as follows:

1. Number. The officers of the corporation shall be a President, Vice President, Secretary and a Treasurer, each of whom shall be a member of and 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 officers and agents as they may deem necessary for the transaction of the business of the corporation.
2. President. The President of the corporation shall preside at all meeting of the Board of Directors. 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 Board of Directors attending shall preside. The President shall be an *ex officio* member of all standing committees and shall be President of those committees designated by the Board of Directors. The President shall, in general, perform all duties incident to the office of President of the Board as may be prescribed by the Board from time to time. The duties of the President shall include responsibilities for any publications and filings required by the Michigan School Code except to the extent that the same may be designated to another officer(s) by the Board of Directors of the corporation, from time to time.
3. Vice-President. 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 Board of Directors.
4. Secretary. The Secretary shall: (a) keep the minutes of the Board of Directors 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 Articles or as required by law; (c) be custodian of the corporate records and of the seal of the corporation and provide 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

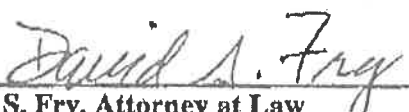
duties incident to the office of Secretary and other duties assigned by the President of the Board of Directors.

5. Treasurer. 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) be custodian of the corporate records and of the seal of the corporation and provide 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 Treasurer and other duties assigned by the President or the Board of Directors.
6. Assistants and Acting Officers. The Assistants to the Secretary and Treasurer, if any, selected by the Board of Directors, 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 President of the Board of Directors. The Board of Directors 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 to except as the Board of Directors may by resolution otherwise determine.

ARTICLE XI

These Articles of Incorporation may be amended by majority vote of the Board of Directors of the corporation. No amendment shall contravene any provision of any Contract executed by the corporation and the authorizing body, Lake Superior State University Board of Trustees, and any and all amendments shall also be in conformity with any pertinent requirements of the Revised School Code, Part6A.

I, the incorporator, sign my name this 4th day of February, 2011.


David S. Fry, Attorney at Law
6739 Courtland Dr., N.E., Ste. 101
Rockford, MI 49341-7217
(616) 874-1200

Tab 2

CONTRACT SCHEDULE 2

BYLAWS

Schedule 3: By-Laws

BYLAWS OF BAY CITY ACADEMY

ARTICLE I NAME

This organization shall be called: **Bay City Academy** (the "Academy").

ARTICLE II FORM OF CORPORATION

Bay City Academy is 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 Bay City, County of Bay, and 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 registered agent, as required by the Michigan Nonprofit Corporation Act.

ARTICLE IV BOARD OF DIRECTORS; MEETINGS; FISCAL YEAR

Section 1. General Powers. The business, property and affairs of the corporation shall be managed by its Board of Directors. The Board of Directors 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 board may delegate such powers to the officers of the board as it deems necessary.

Section 2. Length of Term. The term of each member of the Board of Directors shall be three (3) years, except that of the members first appointed, one-third (1/3) shall be appointed for a term of three (3) years, one-third (1/3) shall be appointed for a term of two (2) years, and the remainder shall be appointed for a term of one (1) year. The length of term of the board members shall commence on December 31, 2010. Thereafter, Directors shall be nominated for three (3) year terms by the attending Directors of each annual meeting, in sufficient numbers to fill the terms which are then expiring. All nominations of Directors by the Board are subject to appointment by the Board of Trustees of Lake Superior State University. The Board of Trustees of Lake Superior State University may determine in its sole discretion, with or without cause, not to

appoint any Director nominated by the Board of Directors. The Board of Trustees of Lake Superior State University retains the right and may determine, in its sole discretion, to appoint a Director of its own choosing.

Section 3. Number of Directors. The number of directors shall be no fewer than five (5) or greater than nine (9). The initial number of directors, within said parameters, shall be the number of individuals as recommended by the incorporator, subject to approval of the Board of Trustees of Lake Superior State University. In addition to the directors initially named, at least one (1) additional director, who shall be the parent of an Academy student, shall be nominated by the Board of Directors upon opening of Bay City Academy for classes.

Section 4. Qualifications. The Board members shall be selected based upon educational experience, business experience, experience working with and on a board of directors, commitment to the school's philosophy and, as necessary, to include parent representation. It is intended that the members of the Board will include (when school is open) at least one (1) parent or guardian of a child attending the school. Additionally, it is intended that the Board shall include at least one professional educator who, preferably, shall have school administrative experience.

Section 5. Oath. All members of the Board of Directors of the corporation shall take the oath of office in form formerly required under Section 512a (4)(b)(vi) of the Code.

Section 6. Tenure. Each Director shall hold office until the Director's replacement, death, resignation, removal or until the expiration of the term, which ever occurs first.

Section 7. Removal. Any Director may be removed with cause by a two-thirds (2/3) vote of the Board of Directors of the corporation or with or without cause as directed by the Board of Trustees of Lake Superior State University.

Section 8. Resignation. Any Director may resign at any time by providing written notice to the corporation. Notice of resignation will be effective upon receipt or at a subsequent time designated in the notice. A successor shall be appointed as provided in Section 2 of this Article.

Section 9. Annual and Regular Meetings. The Board of Directors shall hold an annual meeting on the third Tuesday in July of each year. The Board of Directors may provide, by resolution, the time and place, within the state of Michigan, for the holding of regular meetings. The corporation shall provide notice of the annual and all regular meetings as required by the Michigan Open meetings Act.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any Director. The person or persons authorized to call special meetings of the Board of Directors may fix the place within the state of Michigan for holding any special meeting of the Board of Directors called by them, and,

if no other place is fixed, the place of meeting shall be the principal business office of the corporation, in the state of Michigan. The corporation shall provide notice of all special meetings as required by the Michigan Open Meetings Act.

Section 11. Notice, Waiver. In addition to the notice provisions of the Open Meetings Act, notice of any special meeting shall be given at least three (3) days prior to the special meetings by written notice, stating the time and place of the meeting, delivered personally or mailed or sent by facsimile to each Director at the Director's business address. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice is give by facsimile, such notice shall be deemed to be delivered when the facsimile is sent. Any Director may waive notice of any meeting by written statement, or telecopy sent by the Director, signed before or after the holding of the meeting. The attendance of a Director at a meeting constitutes a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 12. Quorum. A majority of the Directors of the Board constitutes a quorum for the transaction of business at any meeting of the Board of Directors, but if less than a majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time, providing such notice as is required by the Michigan Open Meetings Act.

Section 13. Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 14. Open Meetings Act. All meetings of the Academy Board, including committee meetings, shall at all times be in compliance with the Michigan Open Meetings Act.

Section 15. Board Vacancies. A vacancy shall occur as specified in the Code, as provided herein or as otherwise provided by law. Any vacancy shall be filled as provided in Section 2 of this Article.

Section 16. Compensation. A director of the corporation shall serve as a volunteer director. By resolution of the Board of Directors, the directors may be paid their expenses, if any, of attendance at meetings of the Board of Directors.

Section 17. Presumption of Assent. A director of the corporation who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless the director's dissent shall be entered in the minutes of the meeting or unless that director shall file a written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. This right to dissent shall not apply to a director who voted in favor of such action.

Section 18. Committees. The Board of Directors, by resolution, may designate one or more committees, each committee to consist of one or more Directors elected by the Board of Directors, which to the extent provided in the resolution as initially adopted, and as thereafter supplemented or amended by further resolution, shall have and may exercise, when the Board of Directors is not in session, the powers of the Board of Directors in the management of the business and affairs of the corporation, except action in respect to the fixing of compensation for or the filing of vacancies in the Board of Directors or committees created pursuant to this Section, or amendments to the Article of Incorporation by Bylaws. The Board of Directors may elect one or more of its members as alternate members of any committee who may take the place of any absent member or members at any meeting of a committee, upon request by the Chair of the meeting. Subject to the Michigan Open Meetings Act, each committee shall fix its own rules governing the conduct of its activities and shall make such reports to the Board of Directors of its activities as the Board of Directors may request.

Section 19. Fiscal Year, Budget and Accounting. The fiscal year of the corporation shall begin on the first day of July in each year. The Board of Director, subject the oversight responsibilities of the university Board, shall have exclusive control of the budget. The Board shall prepare and publish an annual budget in accordance with the Board of Regents of Lake Superior State University policy.

ARTICLE V 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 officer as may be selected by the Board of Directors.

Section 2. Election and Term of Office. The Board of Directors shall elect the initial officers at a duly noticed meeting prior to February 1, 2011. Thereafter, the Board of Directors at the annual meeting of the Board of Directors shall elect the officers of the corporation. 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 Board of Directors may be removed by the Board of Directors whenever in its judgment the best interest of the corporation would be served thereby.

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

Section 5. President. The President shall be a member of the Board of Directors. The President of the corporation shall preside at all meetings of the Board of Directors. If there is not a President, or if the President is absent, then the Vice-President shall preside.

the President's proxy, by the Secretary or Treasurer of this corporation or by proxy appointed by the Secretary or Treasurer. Such proxy or consent in respect to any shares or other securities issued by any other corporation and owned by this corporation shall be executed in the name of this corporation by the President, the Secretary or the Treasurer of this corporation without necessity of any authorization by the Board of Directors, 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, bequest 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. Any contract or other transaction between this corporation and one or more of its Directors, or between this corporation and any firm of which one or more of this corporation's Directors are members or employees, or in which one or more of this corporation's Directors are interested, shall be valid for all purposes, notwithstanding the presence of such Director or Directors at the meeting at which the Board of Directors of the corporation acts upon, or in reference to, such contract or transaction, and notwithstanding the participation of the Director in such action, if the fact of such interest shall be disclosed or known on the Board of Directors and the Board of Directors shall, nevertheless, authorize, approve and ratify such contract or transaction by a vote of a majority of the Directors present, such interested Directors to be counted in determining whether quorum is present, but not to be counted as voting upon the matter or in calculating the majority of such quorum necessary to carry such vote. This Section shall not be construed to invalidate any contract or other transaction which would otherwise be valid under the common and statutory law applicable thereto.

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

- (i) Prompt disclosure of any pecuniary interest in a contract with the corporation. The disclosure shall be made a matter of corporate record at a regular or special meeting.
- (ii) The contract is approved by a vote of not less than two-thirds (2/3) of the directors of the corporation at a regular or special meeting. If applicable, the vote shall be without the vote of the director making the disclosure.

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If the Vice-President is absent, then a temporary chair, chosen by the members of the Board of Directors attending the meeting shall preside. The President shall be an ex officio member of all standing committees and shall be President of those committees designated by the Board of Directors. The President shall, in general, perform all duties incident to the office of President of the Board as may be prescribed by the Board from time to time.

Section 6. Vice-President. The Vice-President shall be a member of the Board of Directors. 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 Board of Directors.

Section 7. Secretary. The Secretary shall be a member of the Board of Directors. The Secretary shall: (a) keep the minutes of the Board of Directors meeting 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 corporation 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 Board.

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

Section 9. Assistants and Acting Officer. The Assistants to the officers, if any, selected by the Board of Directors, 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 Board of Directors. The Board of Directors 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 Board of Director may by resolution otherwise determine.

Section 10. Salaries. Officers of the Board, as Directors of the corporation, may not be compensated for their services. They may, however, receive traveling and other expenses.

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 an instrument in more than one capacity.

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

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract, to execute and deliver any instrument, or to acknowledge any instrument required by law to be acknowledged in the name of and on behalf of the corporation. Such authority may be general or confined to specific instances, but the appointment of any person other than an officer to acknowledge an instrument required by law to be acknowledged should be made by instrument in writing. When the Board of Directors 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.

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 Board of Directors. 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.

Section 3. Checks, Draft, etc. All check, 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 Board of Directors.

Section 4. Deposits. All 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 Board of Directors may select, provided that such financial institution is eligible to be a depository of surplus funds under Act 105 of P.A. 1855, the Surplus Funds in Treasury Act; being MCLA 21.141 et seq., as amended, being sections 21.145 and 21.146 of the Michigan Compiled Laws.

Section 5. Voting of Securities Owned by this Corporation. Subject always to the specific directions of the Board of Directors, 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

- (iii) The corporation discloses the following summary information in its board minutes:
 - (a) The name of each party involved in the contract;
 - (b) The terms of the contract, including duration, financial consideration between parties, facilities or services of the corporation included in the contract, and the nature and degree of assignment of corporation employees for fulfillment of the contract; and
 - (c) The nature of any pecuniary interest.

ARTICLE VII INDEMNIFICATION

Each person who is or was a trustee, 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 trustee, director, officer, partner, 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 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 VIII SEAL

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

ARTICLE IX AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by obtaining (a) the affirmative vote of a majority of the Board of Directors at any regular or special meeting of the Board of Directors, if a notice setting forth the terms of the

Tab 3

CONTRACT SCHEDULE 3
FISCAL AGENT AGREEMENT

SCHEDULE 3

FISCAL AGENT AGREEMENT

This Agreement is part of the Contract issued by the Lake Superior State University Board of Trustees ("University Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to Bay City Academy (the "Academy"), a public school academy.

Preliminary Recitals

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

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

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

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

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

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

"Agreement" means this Fiscal Agent Agreement.

"Fiscal Agent" means the University Board or an officer or employee of Lake Superior State University as designated by the University Board.

"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 Board is the Fiscal Agent for the Academy for the limited purpose of receiving State School Aid Payments. By separate agreement, the University Board and the Academy may also agree that the University Board will receive Other Funds for transfer to the Academy. The Fiscal Agent will receive State School Aid Payments from the State, as provided in Section 3.02.

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 that 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, disbursements, allocations and application of the State School Aid Payments and Other Funds received, deposited or transferred for the benefit of the Academy, and these books shall be available for inspection at reasonable hours and under reasonable conditions by the Academy and the State.

Section 5.02. Reports. The Fiscal Agent shall prepare and send to the Academy within thirty (30) days of September 1, 2018, and annually thereafter, a written report dated as of August 31 summarizing all receipts, deposits and transfers made on behalf or for the benefit of the Academy during the period beginning on the latter of the date hereof or the date of the last such written report and ending on the date of the report, including without limitation, State School Aid Payments received on behalf of the Academy from the State Treasurer and any Other Funds which the University Board receives under this Agreement.

ARTICLE VI

CONCERNING THE FISCAL AGENT

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

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

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

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

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 Lake Superior State University Board of Trustees to Bay City Academy.

BY: Mary G. Martin
Mary G. Martin, Executive Director
Bureau of State and Authority Finance
Michigan Department of Treasury

Date: May 23, 2018

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 Lake Superior State University Board of Trustees to Bay City Academy.

BY: Mary G. Martin
Mary G. Martin, Executive Director
Bureau of State and Authority Finance
Michigan Department of Treasury

Date: May 23, 2018

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 Lake Superior State University Board of Trustees to Bay City Academy.

BY: Mary G. Martin
Mary G. Martin, Executive Director
Bureau of State and Authority Finance
Michigan Department of Treasury

Date: 5-23, 2018

Tab 4

CONTRACT SCHEDULE 4
OVERSIGHT AGREEMENT

SCHEDULE 4

OVERSIGHT AGREEMENT

This Agreement is part of the Contract issued by the Lake Superior State University Board of Trustees ("University Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to Bay City Academy (the "Academy"), a public school academy.

Preliminary Recitals

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

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

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

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

"Agreement" means this Oversight Agreement.

"Compliance Certification Duties" means the Academy's duties set forth in Section 2.02 of this Agreement.

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

"Oversight Responsibilities" means the University Board's oversight responsibilities set forth in Section 2.01 of this Agreement.

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

ARTICLE II

OVERSIGHT AND COMPLIANCE CERTIFICATION RESPONSIBILITIES

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

- a. Conduct a review of the Academy's audited financial reports as submitted, including the auditor's management letters, and report to the University Board any exceptions as well as any failure on the part of the Academy to meet generally accepted public sector accounting principles.
- b. Conduct a review of the records, internal controls or operations of the Academy to determine compliance with the Contract and Applicable Law.
- c. Conduct a meeting annually between the Academy Board of Directors and a designee of the University Board to determine compliance with the Contract and Applicable Law.
- d. Institute action pursuant to the terms of the Contract to suspend, revoke or reform 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 Academy appropriately administers all optional or statutorily mandated assessments pursuant to the Academy's student population, goals, and programs.
- k. Take other actions, as authorizing body, as permitted or required by the Code.

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

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

must set forth in all public notices the date for the holding of a random selection drawing if such a drawing becomes necessary.

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

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

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

n. Prior to December 31 of each year and whenever necessary thereafter, the Academy Board shall approve and submit a revised operating school budget that includes, without limitation, the following: (i) the total projected amount of state school aid revenues based on the Academy's 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. If the Academy operates an online or other distance learning program, it shall submit a monthly report to the Michigan Department of Education, with a copy to the Charter Schools Office, in the form and manner prescribed by the Michigan Department of Education, that reports the number of pupils enrolled in the online or other distance learning program, during the immediately preceding month.

p. Unless the University Charter Schools Office submits, within 5 days of submission, provide a copy of the budgetary assumptions submitted by the Academy to the Center for Educational Performance and Information (CEPI) and confirm that the submitted budgetary assumptions were used in the adoption of the Academy's annual budget.

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

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

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

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

ARTICLE IV

MISCELLANEOUS

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

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

Section 4.03. Audit and Evaluation. The Academy:

a. hereby authorizes the Charter Schools Office to perform audit and evaluation studies using Academy data including, but not limited to, personally identifiable information about the Academy's students and staff submitted by the Academy to agencies including, but not limited to, Center for Educational Performance and Information ("CEPI"), Office of

Educational Assessment and Accountability (“OEAA”) and the Michigan Department of Education (“MDE”). Pursuant to this authorization, the Charter Schools Office shall abide by the regulations that govern the use of student data within the Family Educational Rights and Privacy Act (FERPA - 34 CFR Part 99), the Michigan Identity Theft Protection Act of 2004, and the Privacy Act of 1974.

b. shall upon request, provide the Charter Schools Office with copies or view access to data, documents or information submitted to the Michigan Department of Education, the Superintendent of Public Instruction, the State Board of Education, the Center for Educational Performance and Information, or any other state or federal agency.

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

ARTICLE V

TRANSPARENCY PROVISION

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

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

1. Copy of the Contract
2. Copies of the executed Constitutional Oath of public office form for each serving Director
3. List of currently serving Directors with name, address, and term of office
4. Copy of the Academy Board’s meeting calendar
5. Copy of public notice for all Academy Board meetings

6. Copy of Academy Board meeting agendas
7. Copy of Academy Board meeting minutes
8. Copy of Academy Board approved budget and amendments to the budget
9. Copies of bills paid for amounts of \$10,000.00 or more as submitted to the Academy Board
10. Copy of the quarterly financial reports submitted to the Charter Schools Office
11. Copy of curriculum and other educational materials given to the Charter Schools Office
12. Copy of school improvement plan (if required)
13. Copies of facility leases, mortgages, modular leases and/or deeds
14. Copies of equipment leases
15. Proof of ownership for Academy owned vehicles and portable buildings
16. Copy of Academy Board approved ESP Agreement(s)
17. Copy of Academy Board approved services contract(s)
18. Office of Fire Safety certificate of occupancy for all Academy facilities
19. MDE letter of continuous use (if required)
20. Local County Health Department food service permit (if required)
21. Asbestos inspection report and Asbestos management plan (if required)
22. Boiler inspection certificate and lead based paint survey (if required)
23. Phase 1 environmental report (if required)
24. List of current Academy teachers and school administrators with names and addresses and their individual salaries as submitted to the Registry of Educational Personnel
25. Copies of administrator and teacher certificates or permits for all current administrative and teaching staff
26. Evidence of fingerprinting, criminal 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. Any other information specifically required under the Code

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

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

Tab 5

CONTRACT SCHEDULE 5

DESCRIPTION OF STAFF RESPONSIBILITIES

BAY CITY ACADEMY
STAFF RESPONSIBILITIES
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Job Description

Teacher

REPORTS TO: School Leader, Mitten Educational Management (MEM)

EMPLOYED BY: MEM

QUALIFICATIONS

1. Minimum Bachelor's Degree including a valid Michigan Teachers Certificate.
2. Ability to instruct/teach and develop curriculum for assigned grade.
3. Possess applicable endorsements as required by the Michigan Department of Education and is highly qualified as required by the No Child Left Behind Act.

DESCRIPTION OF POSITION

Implementation and coordination of instructional programs to ensure that all students meet and exceed the State Core Curriculum Content Standards. Achieving excellence requires that Teachers work collaboratively and communicate effectively with students, parents, members of the community and colleagues in other districts and schools. Inherent in the position are the responsibilities for planning, coordination and monitoring the effective delivery of the established curriculum to students. The Teacher reports to their respective Building Leader/Principal and the Superintendent or CEO of Mitten Educational Management.

EMPLOYEE ACKNOWLEDGMENT

This job description has been reviewed with me, and I have received a copy. I understand that the above are job requirements and, at this time, I know of no limitations which would prevent me from performing these functions, with or without accommodation, and that it is my responsibility to inform my supervisor at any time that I am unable to perform these functions. I give Mitten Educational Management the right to conduct a criminal background check if necessary.

EMPLOYEE'S PRINTED NAME: _____

EMPLOYEE: _____ DATE: _____
(Signature)

MEM: _____ DATE: _____
(Signature)

JOB DESCRIPTION

Pupil Accounting/Food Service Director

REPORTS TO: Superintendent, Mitten Educational Management (MEM)

EMPLOYED BY: MEM

QUALIFICATIONS:

1. Minimum of three years' experience in overseeing Student Information Management Systems (SIMS).
2. Bachelor's degree preferred.

NATURE OF THE POSITION:

Under the supervision of the Superintendent, the Administrative Services Director is responsible for the oversight and operation of all applicable regulatory requirements and standards, the Food Service Program in accordance with local, state and federal mandates, supervise all Administrative Assistants.

RESPONSIBILITIES OF THE POSITION:

1. Maintain all student records/files.
2. Prepare all district reports related to student enrollment as required by Bay City Academy, BAISD, Lake Superior State University, and state and federal reporting agencies.
3. Implement Bay City Academy's pupil accounting activities and procedures as required by BAISD, Lake Superior State University and the Michigan Department of Education (MDE).
4. Submit Bay City Academy SRSD and CEPI reports related to all phases of student enrollment and accounting, as required by BAISD, Lake Superior State University and the MDE.
5. Develop and oversee all activities related to Bay City Academy's annual student enrollment procedures.
6. Participate and oversee Bay City Academy's annual student enrollment lottery, when applicable.
7. Prepare Academy's materials for new student enrollment and orientation.
8. Prepare state reports related to Bay City Academy's enrollment, yearly calendar, clock hours, days of instruction, etc., as required by BAISD, Lake Superior State University and the MDE.
9. Develop and administer Bay City Academy's policies and procedures related to student enrollment and attendance.
10. School Leader of Database System utilized for Academy:
 - Enrollment
 - Attendance
 - Master Class Schedule
 - Student Schedules
 - Grade Reporting (report cards, progress reports)
 - Transcripts
 - Master Calendar
 - Behavior
 - Food Service
 - Special Education
 - Gradebook
 - Teacher, Parent and Student Connect
11. Develop and provide training and in-services for all Academy staff's use of the Skyward system.
12. Input all Academy data related to K-8 student enrollment, faculty roster, master class schedule, student schedules and master calendar.

13. Develop and implement policies and procedures related to Academy staff's use of the Skyward system for compliance with Bay City Academy, Bay Arenac ISO, Lake Superior State University and state and federal curriculum, enrollment and reporting requirements.
14. Oversee management of the Academy's online Parent and modules:
 - Review Academy student and parent applications for access
 - Assign Academy student and parent passwords
 - Provide and assist with Academy student and parent training for online access
 - Assist in preparation of a handbook to be distributed to parents regarding online use policies
 - Work with the Teacher Liaison and School News Reporter
 - Monitor events listed by Academy administration, faculty and staff (make sure items are current and correct)
 - Maintain files for Academy online Student and Parent applications.
15. Additionally, the Administrative Services Director will provide administrative support to all Bay City Academy District School Leaders as necessary, as well as any other duties as determined by District administration.
16. Administer the National School Lunch and Breakfast programs in compliance with Federal Regulations, State Board rules and Board policies.
17. Monitor District food service budget and implement system for financial management and control of program revenue and expenditures.
18. Plan, direct and evaluate the management of food service systems to insure quality in distribution, storage, production and service of food.
19. Assist in the development of policies for staffing, making recommendations for hiring and evaluating of staff performance.
20. Administer a system for all phases of food service including food production, work simplification, staff work schedules and menu changes, special meals, equipment selection, use and care, inventory control, cash control and methods of cost containment.

PHYSICAL AND ENVIRONMENTAL REQUIREMENTS:

This position requires extensive standing and walking throughout work shift. Ability to stoop, crouch, kneel and bend occasionally. Occasionally lifts and carries items weighing up to 50 pounds. Ability to use senses - sight, hearing, smell and touch.

OTHER REQUIREMENTS:

Satisfactory criminal background check.

PERFORMANCE STANDARDS:

1. Maintain interest in the work of the school, strongly committed to moral values.
2. Be dedicated to providing an excellent early educational foundation for children.
3. Demonstrate the willingness and ability to work with people in a team environment.
4. Maintain ongoing communication with supervisor, staff and School Leaders related to job duties.
5. Maintain positive, cooperative and mutually supportive relationships with the school's administration, Teachers, students and co-workers.
6. Implement school's safety and security practices.
7. Ability to communicate effectively both orally and in writing with staff and the public.
8. Understand and follow standard operating procedures to perform duties in a professional manner.
9. Ability to write legibly and neat to complete reports such as incident reports or security logs.
10. Make proper judgment and decisions in situations; take appropriate action within established policies and procedures.
11. Maintain flexibility in work hours/schedule based upon the school's operational needs.
12. Participates in required job related training.

JOB DESCRIPTION

Office Manager

REPORTS TO: School Leader, Mitten Educational Management (MEM)

EMPLOYED BY: MEM

QUALIFICATIONS:

1. Minimum high school diploma.
2. Knowledge of various computer software packages and platforms.
3. Ability to communicate effectively both orally and in writing.

NATURE OF POSITION:

General office duties under the direction of the School Leader

RESPONSIBILITIES OF POSITION:

The Office Manager will:

1. Enter daily attendance data; entering date for absences.
2. Make phone contact with parents/guardians.
3. Assist in phone and communication duties.
4. Issue and maintain suspension letters.
5. Distribute mail throughout the Academy.
6. Prepare Daily Bulletin and announcements.
7. Post official notices.
8. Order general office and warehouse supplies.
9. Maintain inventory of general office supplies.
10. Maintain general requisitioning request for building.
11. Enter Teacher and Building orders according to the Business Office guidelines.
12. Check in and distribute building curriculum orders according to the Business Office guidelines.
13. Cross check lunch count and attendance for lunch submissions.
14. Order breakfast and lunch meals weekly.
15. Collect student immunizations and submit MCIR twice a year.
16. Collect enrollment documentation and request CA-60s as needed.
17. Maintain waiting list, when applicable, according to State Requirements.
18. Collect, organize and maintain Count Day documentation and assist with submissions and audits.
19. Other professional duties as assigned by the School Leader.

PHYSICAL AND ENVIRONMENTAL REQUIREMENTS:

Position requires frequent standing and walking throughout building and school grounds. Ability to stoop, crouch, kneel and bend occasionally. Occasionally lifts and carries materials or items weighing up to 20 pounds. Ability to use senses -sight, hearing, smell and touch. Ability to type; uses hand/eye coordination for typing and data entry.

OTHER REQUIREMENTS:

Satisfactory criminal background check

PERFORMANCE STANDARDS:

The Office Manager will:

JOB DESCRIPTION

Special Education Teacher

REPORTS TO: School Leader, Mitten Educational Management (MEM)

EMPLOYED BY: MEM

QUALIFICATIONS:

1. Minimum Bachelor's Degree.
2. Michigan State Teacher Certification in Special Education.
3. Minimum 3 years successful teaching experience preferred.
4. Current knowledge of best practices.
5. Prior Special Education experience.

NATURE OF POSITION:

Implementation and coordination of instructional programs to ensure that all students meet and exceed the State Core Curriculum Content Standards. Achieving excellence requires that Teachers work collaboratively and communicate effectively with students, parents, members of the community and colleagues in other districts and schools. Inherent in the position are the responsibilities for planning, coordination and monitoring the effective delivery of the established curriculum to students.

RESPONSIBILITIES OF POSITION:

The Special Education Teacher is responsible for:

1. Designing and modifying instruction to meet each student's special needs.
2. Working with students who have other special instructional needs, including those who are gifted and talented.
3. Designing curriculum, assigning work geared to each student's disability, and grading papers and homework assignments.
4. Utilizing various teaching techniques, depending on nature of disability, to promote learning.
5. Attending staff meetings and serving on staff committees as required.
6. Other professional duties as assigned by the School Principal.

PHYSICAL AND ENVIRONMENTAL REQUIREMENTS:

Position requires frequent standing and walking throughout building and school grounds. Ability to stoop, crouch, kneel and bend occasionally. Occasionally lifts and carries materials or items weighing up to 20 pounds. Ability to use senses - sight, hearing, smell and touch. Ability to type; uses hand/eye coordination for typing and data entry.

OTHER REQUIREMENTS:

Satisfactory criminal background check.

PERFORMANCE STANDARDS:

The Special Educational Teacher will:

1. Be interested in the work of the school, strongly committed to moral values.
2. Be dedicated to providing an excellent early educational foundation for children that will enable them to be motivated and excited learners.
3. Establish and maintain work performance standards in line with those standards established by Bay City Academy.
4. Communicate effectively with the students and parents regarding information, policies and procedures.

Secondary Teacher Job Description

Position: Secondary Teacher

Reports to: Principal, Tina McNeely

Employed by: Mitten Education Management

Nature of the Position:

The position is required to teach secondary students (grades 6-12) a core subject (Social Studies, Math, Science, English). Candidate should be able to implement and coordinate instructional programs to ensure that all students meet and exceed the State Core Curriculum Content Standards for that Core Subject.

Responsibilities of the Position:

1. Teach classes to secondary students on a daily basis and develop electives for grades 9-12.
2. Prepare materials for lectures and presentations.
3. Work collaboratively with other staff and teachers for the best outcome for the student.
4. Planning and monitoring delivery of the established curriculum.
5. Communicate with parents via report cards as well as postcards and phone calls for both positive and negative incidents.
6. Assume confidentiality of all student and school privileged information.

Requirements for the Position:

Applicants will hold a Bachelor's Degree and a teaching certificate valid in the State of Michigan. Background checks will be performed. Critical skills for the position are excellent oral and written communication skills and organizational skills. Teachers are expected to observe all students in the classroom and maintain discipline within the class. In addition to students, teachers are expected to interact with parents, other teachers and school administrators. Teachers are also expected to hold themselves up to social standards and to be interested in the work of the school and strongly committed to its vision and mission.

Pay/Other:

Benefits package includes 401K, Health Insurance, Dental and Vision and paid vacation days.

JOB DESCRIPTION

Title I/Intervention Specialist

REPORTS TO: School Leader, State & Federal Programs Director, Mitten Educational Management (MEM)

EMPLOYED BY: MEM

QUALIFICATIONS:

1. Minimum Bachelor Degree, Masters Degree preferred.
2. Michigan State Teacher Certification.
3. Minimum 3 years successful teaching experience.
4. Current knowledge of best practices.
5. Prior remedial program experience.
6. Maintain highly qualified status as required by the NCLB Act.

NATURE OF POSITION:

Implementation and coordination of instructional programs to ensure that all students meet and exceed the State Core Curriculum Content Standards. Achieving excellence requires that teachers work collaboratively and communicate effectively with students, parents, members of the community and colleagues in other districts and schools. Inherent in the position are the responsibilities for planning, coordination and monitoring the effective delivery of the established curriculum to students.

RESPONSIBILITIES OF POSITION:

The Intervention Specialist is responsible for:

1. Developing and designing of a remedial program for students in all grade levels below expected levels.
2. Assisting regular classroom Teachers in developing strategies for student success.
3. Assisting student services staff in developing individualized education programs for students experiencing extreme learning difficulty.
4. Facilitating parent workshops on ways to assist students.
5. Attending staff meetings and serving on staff committees as required.
6. Other professional duties as assigned by the School Leader.

PHYSICAL AND ENVIRONMENTAL REQUIREMENTS:

Position requires frequent standing and walking throughout building and school grounds. Ability to stoop, crouch, kneel and bend occasionally. Occasionally lifts and carries materials or items weighing up to 20 pounds. Ability to use senses -sight, hearing, smell and touch. Ability to type; uses hand/eye coordination for typing and data entry.

OTHER REQUIREMENTS:

Satisfactory criminal background check

PERFORMANCE STANDARDS:

The Intervention Specialist will:

1. Be interested in the work of the school, strongly committed to moral values.
2. Be dedicated to providing an excellent early educational foundation for children that will enable them to be motivated and excited learners.
3. Establish and maintain work performance standards in line with those standards established by Bay City Academy.

4. Communicate effectively with the students and parents regarding information, policies and procedures.
5. Demonstrate the willingness and ability to work with people in a team environment.
6. Assure confidentiality of all student and school privileged information
7. Maintain positive, cooperative and mutually supportive relationships with the Board of Directors, Lake Superior State University, students, parents, fellow teachers, co-workers and the community.

EMPLOYEE ACKNOWLEDGMENT:

This job description has been reviewed with me, and I have received a copy. I understand that the above are job requirements and, at this time, I know of no limitations which would prevent me from performing these functions, with or without accommodation, and that it is my responsibility to inform my supervisor at any time that I am unable to perform these functions.

EMPLOYEE'S PRINTED NAME: _____

EMPLOYEE: _____ DATE: _____
(Signature)

MEM: _____ DATE: _____
(Signature)

JOB DESCRIPTION

Assistant Office Manager

REPORTS TO: School Leader, Office Manager, Mitten Educational Management (MEM)

EMPLOYED BY: MEM

QUALIFICATIONS:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

1. High school diploma or general education degree (GED) required.
2. Related experience and/or training, or equivalent combination of education and experience.
3. Language Skills: ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence; ability to speak effectively to employees of the organization.
4. Mathematical Skills: ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.
5. Reasoning Ability: ability to apply common sense and understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.
6. Business Office: Knowledge of accounting practices as deemed necessary by the Business Manager.

NATURE OF THE POSITION:

Under the supervision of the School Leader, operates telephone and communication system to answer incoming calls and directs callers and guests to appropriate personnel by performing the following duties:

RESPONSIBILITIES OF THE POSITION:

1. Welcomes visitors, determines nature of business, and announces visitors to appropriate personnel.
2. Monitors visitor access and issues passes when required.
3. Retrieves messages from voice mail and forward to appropriate personnel.
4. Answers incoming telephone calls, determines purpose of callers, and forwards calls to appropriate personnel or department.
5. Takes and delivers messages or transfers calls to voice mail when appropriate personnel are unavailable.
6. Answers questions about the organization and provides callers with address, directions, and other information.
7. Explain employment processes to applicants and verify all employment requirements are included with new applications.
8. Updates appointment calendars.
9. Maintains automated applicant database.
10. Responds to e-mail inquiries from applicants.
11. Receives, sorts, and routes mail, and maintains and routes publications.
12. Maintains fax machines, assists users, sends faxes, and retrieves and routes incoming faxes.
13. Creates and prints fax cover sheets, memos, correspondence, reports, and other documents when necessary.
14. Performs other clerical duties as needed, such as filing, photocopying, and collating.

JOB DESCRIPTION

Facilities Assistant

REPORTS TO: Facilities Manager, School Leader, Mitten Educational Management (MEM)

EMPLOYED BY: MEM

QUALIFICATIONS:

1. SKILLS are required to perform multiple, non-technical tasks with a need to periodically upgrade skills in order to meet changing job conditions. Specific skills required to satisfactorily perform the functions of the job include: using custodial supplies.
2. KNOWLEDGE is required to perform basic math; read and follow instructions; and understand multi-step written and oral instructions. Specific knowledge required to satisfactorily perform the functions of the job includes: knowledge of custodial supplies; knowledge of cleaning methods and techniques.
3. ABILITY is required to schedule activities; gather and/or collate data; and consider a variety of factors when using equipment. Flexibility is required to work with others in a variety of circumstances; work with data utilizing defined but different processes; and operate equipment using a variety of standardized methods. Ability is also required to work with a wide diversity of individuals; work with a variety of data; and utilize a variety of job-related equipment. In working with others, some problem solving may be required to identify issues and select action plans. Problem solving with data may require independent interpretation; and problem solving with equipment is moderate. Specific abilities required to satisfactorily perform the functions of the job include: being willing to work; being organized.
4. Working under limited supervision following standardized practices and/or methods.
5. Utilization of some resources from other work units may be required to perform the job's functions.
6. There is a continual opportunity to have some impact on the organization's services.

NATURE OF THE POSITION:

Under the supervision of the Maintenance Supervisor, is responsible for maintaining an attractive, sanitary, safe facility for students, staff, and the public. Providing equipment and furniture arrangements for meetings, classroom activities, and events. Minimizing property damage, loss, and liability exposure to the school district.

RESPONSIBILITIES OF THE POSITION:

1. Arranges furnishings and equipment for the purpose of providing adequate preparation for meetings, classroom activities, and events.
2. Attends in-service training (e.g., instruction on blood-borne pathogens, cleaning solvents, floor care, first aid, etc.) or the purpose of receiving information on new and/or improved procedures.
3. Cleans assigned school district facilities (e.g., classrooms, offices, gyms, restrooms, multipurpose rooms, pools, grounds, etc.) for the purpose of maintaining a sanitary, safe, attractive environment.
4. Daily attendance and punctuality are required for the purpose of ensuring the goals of the work unit can be met.
5. Delivers various items (e.g., supplies, mail, packages, furniture, etc.) for the purpose of distributing materials to the appropriate parties.
6. Helps respond to immediate safety and/or operational concerns (e.g., facility damage, alarms, etc.) for the purpose of taking appropriate action to resolve immediate safety issues and maintaining a functioning physical and educational environment.
7. Inspects school district facilities for the purpose of ensuring site is suitable for safe operations and maintained in an attractive and clean condition, and identifying any repairs that may be necessary due to vandalism, equipment breakage, weather conditions, etc.

8. Lifts up to 50 pounds unassisted for the purpose of lifting equipment necessary to complete assigned tasks.
9. Performs work at heights of up to 12 feet using ladders and/or scaffolding for the purpose of cleaning, changing light bulbs, replacing ceiling tiles, etc.
10. Prepares school district facilities for daily operations (e.g., opening gates and building access doors, disarming security systems, raising flags, placing crosswalk signs, performing minor repairs, etc.) for the purpose of ensuring school district facilities are operational and safe.
11. Secures school district facilities and grounds for the purpose of minimizing property damage, equipment loss, and potential liability to the school district.
12. Services job-related machinery/equipment (e.g., adjusting, cleaning, and oiling vacuum cleaners, scrubbers, buffers, etc.) for the purpose of maintaining equipment in good working condition. Also changes brushes, pads, rollers, etc. on equipment.
13. Performs other related duties, as assigned.

PHYSICAL AND ENVIRONMENTAL REQUIREMENTS:

This position requires extensive standing and walking throughout work shift. Ability to stoop, crouch, kneel and bend occasionally. Occasionally lifts and carries items weighing up to 50 pounds. Ability to use senses - sight, hearing, smell and touch. More specifically, the usual and customary methods of performing the job's functions require the following physical demands: significant lifting, carrying, pushing, and/or pulling; some climbing and balancing; significant stooping, kneeling, crouching, and/or crawling; and significant fine finger dexterity. Generally the job requires 5% sitting, 50% walking, and 45% standing. The job is performed under some temperature extremes and under some hazardous conditions.

OTHER REQUIREMENTS:

Satisfactory criminal background check.

PERFORMANCE STANDARDS:

1. Maintain interest in the work of the school, strongly committed to moral values.
2. Be dedicated to providing an excellent early educational foundation for children.
3. Demonstrate the willingness and ability to work with people in a team environment.
4. Maintain ongoing communication with supervisor, staff and School Leaders related to job duties.
5. Maintain positive, cooperative and mutually supportive relationships with the school's administration, Teachers, students and co-workers.
6. Implement school's safety and security practices.
7. Ability to communicate effectively both orally and in writing with staff and the public.
8. Understand and follow standard operating procedures to perform duties in a professional manner.
9. Ability to write legibly and neat to complete reports such as incident reports or security logs.
10. Make proper judgment and decisions in situations; take appropriate action within established policies and procedures.
11. Maintain flexibility in work hours/schedule based upon the school's operational needs.
12. Participate in required job related training.



Position: Title I Paraprofessional - Full Time

Reports to: Principal, Tina McNeely and Title One Director, Barb Doner

Employed by: Mitten Educational Management

Nature of the Position:

The primary responsibilities of the Title I Paraprofessional include providing students in the Title I Program with targeted, supplemental instruction and support in reading and math under the direct supervision of the certified classroom teacher.

Responsibilities of the Position:

1. Assist teachers in classroom with children who are struggling with a concept.
2. Reporting between October 16, 2017 and June 15, 2018.

The following are the critical skills, beliefs, and experiences requisite of an effective Title I Paraprofessional:

- Strong and demonstrated commitment to the school's mission, vision, and core values
- Minimum of an Associate's Degree in education or a comparable field, or two years of college
- Valid Michigan fingerprint clearance
- Excellent communication skills (written and spoken)
- Demonstrates taking personal ownership for his or her own development; growth mindset.

Preference will be given to individuals who have experience working in the target community or in a demographically-similar community and prior experience in a similar role.

Pay/Other Information:

This full time position includes benefits and requires 37.5 hours per week with a yearly salary of \$11,100. The position also includes 4 days of paid leave.

Elementary Teacher Job Description

Position: Elementary Teacher

Reports to: Principal, Tina McNeely

Employed by: Mitten Education Management

Nature of the Position:

The position is required to teach elementary students (K-6) in all subjects. Candidate should be able to implement and coordinate instructional programs to ensure that all students meet and exceed the State Core Curriculum Content Standards for that Core Subject.

Responsibilities of the Position:

1. Teach classes to elementary students on a daily basis.
2. Prepare materials for lessons and presentations.
3. Work collaboratively with other staff and teachers for the best outcome for the student.
4. Planning and monitoring delivery of the established curriculum.
5. Communicate with parents via report cards as well as postcards and phone calls for both positive and negative incidents.
6. Assume confidentiality of all student and school privileged information.

Requirements for the Position:

Applicants will hold a Bachelor's Degree and a teaching certificate valid in the State of Michigan. Background checks will be performed. Critical skills for the position are excellent oral and written communication skills and organizational skills. Teachers are expected to observe all students in the classroom and maintain discipline within the class. In addition to students, teachers are expected to interact with parents, other teachers and school administrators. Teachers are also expected to hold themselves up to social standards and to be interested in the work of the school and strongly committed to its vision and mission.

Pay/Other:

Benefits package includes 401K, Health Insurance, Dental and Vision and paid vacation days.

Music Teacher Job Description

Position: K-12 Music Education Teacher

Reports to: Principal, Tina McNeely

Employed by: Mitten Education Management

Nature of the Position:

The position will help all students K-12 develop musical abilities through song, instruments and theater.

Responsibilities of the Position:

1. Teach music education classes to K-12 students on a daily basis and develop music education electives for grades 9-12.
2. Develop ensembles or performances for public performance.
3. Teach children and adolescents the fundamental principles of music and musicianship skills.

Critical skills for the position are excellent oral and written communication skills and organizational skills. Teachers are expected to observe all students in the classroom and maintain discipline within the class. In addition to students, teachers are expected to interact with parents, other teachers and school administrators. Teachers are also expected to hold themselves up to social standards.

Requirements for the Position:

Applicants will hold a Bachelor's Degree and a teaching certificate valid in the State of Michigan. Background checks will be performed.

Pay/Other:

Benefits package includes 401K, Health Insurance, Dental and Vision and paid vacation days.

JOB DESCRIPTION

Office Manager/Pupil Accounting Director

REPORTS TO: School Leader, Office Manager, Mitten Educational Management

EMPLOYED BY: Mitten Educational Management

QUALIFICATIONS:

1. Minimum High School Diploma
2. Knowledge of various computer software and packages and platforms
3. Able to communicate effectively both orally and in writing.

NATURE OF THE POSITION: General office duties under the direction of the School Leader; Pupil Accounting Director is responsible for the oversight and operation of all applicable regulatory requirements and standards in accordance with local, state and federal mandates. Operates telephone and communication system to answer incoming calls and directs callers and guests to appropriate personnel by performing the following duties:

RESPONSIBILITIES OF THE POSITION:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required.

1. High school diploma or general education degree (GED) required.
2. Related experience and/or training, or equivalent combination of education and experience.
3. Language Skills: ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write routine reports and correspondence; ability to speak effectively to employees of the organization.
4. Mathematical Skills: ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.
5. Reasoning Ability: ability to apply common sense and understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.
6. Welcomes visitors, determines nature of business, and announces visitors to appropriate personnel.
7. Monitors visitor access and issues passes when required.
8. Retrieves messages from voice mail and forward to appropriate personnel.
9. Answers incoming telephone calls, determines purpose of callers, and

- forwards calls to appropriate personnel or department.
10. Takes and delivers messages or transfers calls to voice mail when appropriate personnel are unavailable.
 11. Answers questions about the organization and provides callers with address, directions, and other information.
 12. Maintains automated applicant database.
 13. Receives, sorts, and routes mail, and maintains and routes publications.
 14. Maintains fax machines, assists users, sends faxes, and retrieves and routes incoming faxes.
 15. Creates and prints fax cover sheets, memos, student passes, enrollment packets, correspondence, reports, and other documents when necessary.
 16. Performs other clerical duties as needed, such as filing, photocopying, and collating.
 17. Maintains all student records/files
 18. Prepares all district reports related to student enrollment as required by Bay City Academy, BAISD, LSSU and state and federal reporting guidelines
 19. Implement Bay City Academy's pupil accounting activities and procedures as required by BAISD, LSSU and the Michigan Department of Education
 20. Submit Bay City Academy SRSD and CEPI reports related to all phases of student enrollment and accounting as required by BAISD, LSSU and MDE.

Educational Service Provider Agreement

The Academy's Educational Service Provider Agreement is not yet complete. The Academy shall submit a revised Educational Service Provider Agreement to the Charter Schools Office by August 31, 2018. Upon completion, the Academy shall submit a copy of the executed Educational Service Provider Agreement to the Charter Schools Office, which the Charter Schools Office will then submit to the Michigan Department of Education.

Educational Provider Agreement between Bay City Academy and Mitten Educational Management, LLC

This Management Agreement ("Agreement") is made and entered into as of the 15 day of May 2018, 2018 by and between Mitten Educational Management, a Michigan LLC ("MEM") and Bay City Academy, a Michigan public school academy ("Academy") formed under Part 6A of the Revised School Code (the "Code"), as amended, being Section 380.501 to 380.507 of the Michigan Compiled Laws.

The Academy is a charter school organized as a public school academy under the Code. The Academy has been granted a contract (the "Contract") by the Lake Superior State University Board of Trustees ("LSSU") to organize and operate a public school academy with LSSU as the statutory authorizing body. The Code permits a public school academy to contract with persons and entities for the operation and management of the public school academy.

Among its various purposes, MEM was established to promote and encourage research into and of systems of instruction and of elementary and secondary education and schools to promote, foster, carry on, sponsor, encourage or participate in any activities designed to investigate, provide, operate, acquire, establish, sponsor, and/or develop instructional and/or educational systems and/or programs; to develop and implement management systems and policies that will carry out and conduct the purposes of MEM and to work closely with and be operated in connection with the Academy in such a fashion as is needed so as to enable the Academy to achieve its statutory purposes and support the corporate goals of the Academy.

The Academy and MEM desire to create an enduring educational partnership whereby the Academy and MEM will work together to develop and bring about systems of educational excellence and innovative to the Academy based on MEM's school design, comprehensive Educational Program, and management principles.

The Academy desires that the selection and acquisition of instructional materials, equipment and supplies; all matters of compensation, fringe benefits, sick leave, long and short term disability; and all matters pertaining to the daily work schedule for teachers and staff as well as the employment of same, become the exclusive responsibility of MEM, to the extent permitted by law.

THEREFORE, in order to facilitate the continuation of the Academy and to implement the innovative MEM's educational program at the Academy, the parties desire to establish this arrangement for the management and operation of the Academy, and mutually agree as follows:

ARTICLE 1. CONTRACTUAL RELATIONSHIP

- 1.01. Authority. The Academy represents that it is authorized by law to contract with a private entity for the provision of educational management services to the Academy. The Academy further represents that it has been granted the Contract by LSSU to organize and operate a public school academy. The Academy is authorized by LSSU to supervise and control such Academy, and is invested with all powers necessary or desirable for carrying out the Educational Program contemplated in this Agreement.

- 1.02. Contract. The parties agree that MEM, to the extent permitted by law, shall provide all labor, materials and supervision necessary for the provision of educational services to students of the Academy, and shall provide for the management, operation and maintenance of the Academy, in accordance with the educational goals, curriculum, method of pupil assessment, admissions policy and criteria, school calendar and school day schedule, and age and grade range of pupils to be enrolled, educational goals and methods to be used to monitor compliance with performance of targeted educational outcomes, collectively the Educational Program, all as previously adopted by the Board of Directors of the Academy (the "Board"), submitted in the Academy's application to LSSU, and included in the Contract between the Academy and LSSU.
- 1.03. Status of the Parties. MEM is not a division or any part of the Academy. The Academy is a body corporate and governmental entity authorized under the Code and is not a division or part of MEM. The relationship between the parties hereto was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement and those of any other agreements that may exist from time to time between the parties hereto.
- 1.04. Independent Contractor Status. The parties to this Agreement intend that the relationship between them created by this Agreement is that of an independent contractor, and not employer-employee. No agent or employee of MEM shall be determined to be the agent or employee of the Academy except as expressly acknowledged in writing by the Academy. Notwithstanding the foregoing, MEM and its employees are designated as agents of the Academy for the limited purpose of allowing them access to educational records under the Family Educational Rights and Privacy Act, 20 U.S.C. 1232g. MEM will be solely responsible for its acts and the acts of its agents, employees, and subcontractors.

ARTICLE II TERM

- 2.01. Term. This contract shall be and remain in effect for a term commencing on the 1st day of July, 2018 (the "Commencement Date") and ending on the 30th day of June, 2021, which may be extended by MEM for an additional two (2) year period ending on the 30th day of 2023, or unless sooner terminated as provided in Article VIII herein.

ARTICLE III FUNCTION OF MEM

- 3.01. Responsibility. MEM shall be responsible and accountable to the Academy Board of Directors (the "Board") for the administration, operation and performance of the Academy in accordance with the Contract, provided, however, that MEM's responsibility is expressly limited by the budget the Board adopts pursuant to the terms of this Agreement. Neither MEM nor the Academy shall be required to expend Academy funds on services in excess of the amount set forth in the Academy budget.
- 3.02. Educational Goals and Programs. MEM agrees to implement the educational goals and programs set forth in the Contract. Modification of those educational goals and programs may only occur with prior written consent from the Board and LSSU.

- 3.03 Specific Functions. MEM shall be responsible for all of the management, operation, administration, and education at the Academy. Such functions include, but are not limited to:
- (a) Implementation and administration of the Educational Program, including administration of any and all extra-curricular and co-curricular activities and programs, and the selection and acquisition of instructional materials, equipment and supplies. Assets provided, or caused to be provided, to the Academy by MEM with funds MEM has received from sources other than the Academy under Section 5.03 shall remain the property of MEM or the providing entity unless agreed in writing to the contrary. Assets provided by MEM will be inventoried separately and the Academy will be notified of such items. Any Assets purchased by the Academy will remain property of the Academy.
 - (b) Management of all personnel functions, including professional development for all instructional personnel and the personnel functions outlined in Article VI of this Agreement;
 - (c) All aspects of the business administration of the Academy;
 - (d) Any provision of food service, or providing of food for the Academy as the Board decides to implement pursuant to the Contract; and
 - (e) Any other function necessary or expedient for the administration of the Academy with approval from the Board.
- 3.04 Subcontractors. MEM reserves the right to subcontract any and all aspects of all other services it agrees to provide to the Academy, including, but not limited to food service. However, MEM shall not subcontract the management, oversight or operation of the teaching and instructional program, except as specifically permitted in this Agreement or with prior approval of the Board.
- 3.05 Place of Performance. MEM reserves the right to perform functions other than instruction, such as purchasing, professional development, and administrative functions, off-site at MEM's other locations, if any, unless prohibited by state or local law. Student records and books and records of the Academy shall be maintained at the Academy site.
- 3.06 Student Recruitment. The Board shall be responsible for establishing the recruitment and admission policies. MEM shall implement such policies. Students shall be selected in accordance with the procedures set forth in the Contract and in compliance with the Code and other applicable law.
- 3.07 Due Process Hearings. MEM shall provide student due process hearings in conformity with the requirements of state and federal law regarding discipline, special education, confidentiality and access to records, to an extent consistent with the Academy's own obligations as to students only and not as to faculty. The Academy shall retain the right to provide due process as required by law.
- 3.08 Legal Requirements. MEM shall provide Educational Programs that meet federal, state, and local requirements, and the requirements imposed under the Code and the Contract, unless such requirements are or have been waived, but the Academy shall interpret state and local regulations liberally to give MEM flexibility and freedom to implement its educational and management programs.

- 3.09 Rules and Procedures. MEM shall recommend reasonable rules, regulations and procedures applicable to the Academy and is authorized and directed to enforce such rules, regulations and procedures adopted by the Board.
- 3.10 School Year and School Day. The school year and the school day shall be in compliance with the Code. LSSU shall be provided with annual copy of school calendar and any changes in calendar as they are made. The number of days of pupil instruction and the number of hours of pupil instruction shall not be extended beyond the minimum number of hours and days of pupil instruction required under applicable law unless MEM consents to such extension.
- 3.11 Reporting. MEM shall provide information to the Board on a quarterly basis or upon request to enable the Board to reasonably monitor the students' academic performance and MEM's performance under this Agreement.
- 3.12 Authority. MEM shall have all authority and power necessary to undertake its responsibilities described in this Agreement, except in cases wherein such power may not be delegated by law nor approved by the Board.
- 3.13. Student and Financial Records. Notwithstanding anything in Section 3.05 to the contrary, all student and financial record relating to the Academy shall be kept at the Academy site and available for public inspection upon reasonable request consistent with State and federal law. All student and financial records will remain the property of the Academy.
- 3.14. Pupil Performance Standard and Evaluation. MEM shall implement pupil performance evaluations, which permit evaluation of the educational progress of each Academy student. MEM shall be responsible for and accountable to the Board for the performance of students who attend the Academy. At a minimum, MEM will utilize assessment strategies required by the Contract. The Board and MEM will cooperate in good faith to identify other measures of and goals for students and school performance, including but not limited to parent satisfaction.
- 3.15. Services to Disabled Students and Special Education. MEM shall provide special education services to students who attend the Academy in conformity with the requirements of state and federal law. MEM may subcontract as necessary and appropriate for the provision of services to students whose special needs cannot be met within the Academy's program, subject to Board approval. Such services shall be provided in a manner that complies with local, state, and federal laws and applicable regulations and policies.
- 3.16. Contract between the Academy and LSSU. MEM will not act in a manner which will cause the Academy to be in breach of its Contract with LSSU.
- 3.17. Compliance with the Academy's Contract. The ESP 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 Lake Superior State University Board of Trustees. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement.

- 3.18. Compliance with Section 503c. On an annual basis, the ESP agrees to provide the Academy Board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 380.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Academy Board shall make the information available on the Academy's website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this Agreement.

ARTICLE IV. OBLIGATIONS OF THE BOARD

- 4.01. Good Faith Obligation. The Board shall exercise good faith in considering the recommendations of MEM, including but not limited to, MEM's recommendations concerning policies, rules, regulations, procedures, curriculum, and budgets, subject to constraints of law and requirements of the Contract with LSSU. MEM shall not adopt or implement such recommendations without obtaining prior Board approval. The Board shall retain any authority it may possess to make reasonable regulations relative to anything necessary for the proper establishment, maintenance, management, and carrying on of the Academy, including regulations relative to the conduct of pupils while in attendance of the Academy or enroute to and from the Academy.

ARTICLE V. FINANCIAL ARRANGEMENTS

Compensation for Services.

- 5.01. Reasonable Compensation. MEM's compensation under this Agreement is nine percent (9.00%) management fee.
- 5.02. No Related Parties or Common Control. MEM will 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, and as required by the Contract, the Board may not include any director, officer or employee of a management company that contracts with the Academy. In furtherance of such a restriction, it is agreed between the Academy and MEM that none of the voting power of the governing body of the Academy will be vested in MEM or its directors, members, managers, officers, shareholder, and employees. Further, the Academy and MEM will not be members of the same controlled group, as defined in Section 1.150-1(1) of the regulations under the Internal Revenue Code of 1986, as amended, or related persons, as defined in Section 144(a)(3) of the Internal Revenue Code of 1986, as amended.
- 5.03. Payment of Costs. In addition to the fee described in Section 5.01, the Academy shall reimburse MEM for all actual and direct expenses paid by MEM to unrelated third parties in providing the Educational Program and other goods and services pursuant to Articles III, V (section 5.04 only), and VI, of this Agreement at the Academy. Such expenses include but are not limited to salaries of MEM employees employed full time at the Academy, and equipment, software, supplier, food service, transportation, special education, psychological services and

medical services to the extent such items relate only to and/or are used only in support of the Academy. Said costs are to be included in the annual budget approved by the Board. In paying costs on behalf of the Academy, MEM shall not charge an added fee. The Academy shall not reimburse MEM for any costs incurred or paid by MEM as a result of services provided or actions taken pursuant to Articles I, II, IV, V (except sections 5.04 and 5.08), VII (except as otherwise specifically indicated), VIII, IX, X, XI, XII and XIII of this Agreement. The Academy Board may advance funds to MEM for the fees for expenses associated with the Academy's operations. Documentation for such fees and expenses will be provided to the Academy and ratified quarterly by the Board. All acquisitions 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.

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

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

5.05. Other Institutions. The Academy acknowledges that MEM may enter into similar management agreements with other public or private educational schools or institutions ("Institutions"). MEM shall maintain separate accounts for reimbursable expenses incurred on behalf of the Academy and other institutions, and only charge the Academy for expenses incurred on behalf of the Academy. All grants or donations received by the Academy, or by MEM for the specific benefit of the Academy, shall be maintained in separate accounts and used solely for the Academy.

5.06. Financial Reporting. MEM shall provide the Board with:

- (a) A projected annual budget prior to each school year in accordance with the terms of the Contract and in compliance with the Uniform Budget and Accounting Act.
- (b) Detailed statements of budget versus actual, with explanation of variances, for all revenues received, from whatever source, with respect to the Academy, and detailed statements of all direct expenditures for services rendered to or on behalf of the Academy, whether incurred on-site or off-site, quarterly. To be provided within 30 days of quarter end.

(c) Annual audits in compliance with state law and regulations showing the manner in which funds are spent at the Academy. Only the Board may select and retain auditor(s). The Academy will contract directly with any auditor of its choice and MEM will cooperate in the production of any and all documents necessary for the audit.

(d) Other information on a periodic basis to enable the Board to monitor MEM's educational performance and the efficiency of its operations of the Academy.

5.07. Access to Records. MEM shall keep accurate financial records pertaining to its operation of the Academy, together with all Academy financial records prepared by or in the possession of MEM, and retain all of said records for a period of six (6) years from the close of the fiscal year to which such books, accounts and records relate. MEM and the Academy shall maintain the proper confidentiality of personnel, students and other records as required by law.

5.08. Review of Budget. The Board shall be responsible for reviewing, revising, and approving the annual budget of the Academy as proposed by MEM, in compliance with the Uniform Budget and Accounting Act.

5.08.1. Written Policies. The Board shall further retain the obligation, as provided in Section 1274 of the Code, to adopt written policies governing the procurement of supplies, materials, and equipment; nevertheless, unless otherwise prohibited by law, all procurement of supplies, materials, and equipment shall be through MEM provided that MEM complies with Section 1274 of the Code and the Board's policies promulgated pursuant to Section 1274.

ARTICLE VI. PERSONNEL AND TRAINING

6.01. Personnel Responsibility. Subject to the Contract and Board policies, MEM shall have the sole responsibility and authority to determine staffing levels, and to select, evaluate, assign, discipline and transfer personnel, consistent with state and federal law, and consistent with the parameters adopted and included within the Educational Program.

6.02. Director. Because the accountability of MEM to the Academy is an essential foundation of this partnership, and because the responsibility of a director ("Director") is critical to its success, the Director will be an employee/contractor of MEM and MEM will have the authority, consistent with state law, to select and supervise the Director and to hold him or her accountable for the success of the Academy. The Director and MEM, in turn, will have

the authority to select and hold accountable the teachers in the Academy. MEM agrees to consult with the Board prior to hiring the Director. If, at any time, the Board is dissatisfied with the performance of the Director, MEM shall remove and replace the Director of the Academy.

6.03. Teachers. Prior to the commencement of the each academic year of the Academy and subject to the Contract, and from time to time thereafter, MEM shall determine the number of teachers, based upon the applicable grade levels and subjects as set forth in the Contract, required for the operation of the Academy. MEM shall provide the Academy with such teachers, qualified in the grade levels and subjects set forth in the Contract. The curriculum taught by such teachers shall be the curriculum prescribed by the Academy. Such teachers may, in the discretion of MEM, work at the Academy on a full or part time basis. If assigned to the Academy on a part

time basis, such teachers may also work at other schools managed or operated by MEM. Each teacher assigned or retained to the Academy shall hold a valid teaching certificate issued by the State Board of Education under the Code, to the extent required under the Code.

- 6.04. Support Staff. Prior to the commencement of the each academic year of the Academy, and from time to time thereafter, MEM shall determine the number and functions of support staff required for the operation of the Academy. The parties anticipate that such support staff may include clerical staff, administrative assistants to the Director, a bookkeeping staff, maintenance personnel, and the like. MEM shall provide the Academy with such support staff, qualified in the areas required, as are required by the Academy. Such support staff may, in the discretion of MEM, work at the Academy on a full or part time basis. If assigned to the Academy in a part time basis, such support staff may also work at other schools managed or operated by MEM.
- 6.05. Employer of Personnel. Except as specified in this Agreement, all teaching, support staff, and other non-teaching personnel performing functions on behalf of the Academy shall be employees of MEM. Compensation of all employees of MEM shall be paid by MEM. For purposes of the Agreement, "Compensation" shall include salary, fringe benefits, and state, federal, local and social security tax withholdings. MEM shall be responsible for paying social security, unemployment, and any other taxes required by law to be paid on behalf of its employees. Unless required by applicable statute, court or administrative decision, or Attorney General's opinion, MEM shall not make payments to the Michigan Public School Employees' Retirement System or any other public retirement system on behalf of its employees. MEM shall be responsible for conducting criminal background checks and unprofessional conduct checks on its employees, as if it were a public school academy under the Code. Teachers employed by MEM shall not be considered teachers for purposes of continuing tenure under MCLA 38.71 et. seg. If MEM chooses to execute contracts with administrative or teaching staff that have a term of longer than one year, the Board reserves the right to have the Director or teacher placed elsewhere by MEM if the Board is dissatisfied with their performance at the end of a fiscal year. MEM will provide necessary staffing within the budget established by the Board.

ARTICLE VII. PROPRIETARY INFORMATION

- 7.01 Academy's Rights in Curriculum and Educational Materials. The Academy shall own, without restriction, all proprietary rights to curriculum and educational materials that:
- (a) are both directly developed and paid for by the Academy;
 - (b) were developed by MEM at the direction of the Academy Board with the Academy funds dedicated for the specific purpose of developing such curriculum.
- 7.02 MEM's Rights in Curriculum and Educational Materials. MEM shall own, without restriction, all curriculum and educational materials, and all other proprietary information owned by, developed by, or otherwise in the possession of MEM, except as set forth in Article 7.01 above.
- 7.03 Nondisclosure and Nonuse of Proprietary Information. Except as specifically required by the Revised School Code or the Michigan Freedom of Information Act, the proprietary information

and materials of one party shall be held in strict confidence by the other party hereto. Both parties agree that they will not use or disclose to anyone, directly or indirectly, for any purpose whatsoever, any such proprietary information without the prior written consent of the other party.

ARTICLE VIII. TERMINATION OF AGREEMENT

8.01. Termination.

- (a) By MEM. MEM may terminate this Agreement prior to the end of the terms specified in Article II in the event the Board fails to remedy a material breach within 60 days after notice from MEM. A material breach includes, but is not limited to, MEM's failure to receive any reasonable fee or reimbursement as required by the terms of this Agreement, MEM may also terminate this Agreement if the Academy makes decisions regarding the personnel, curriculum, or program substantially inconsistent with the recommendations of MEM. Termination shall not relieve the Academy of any obligations for payments outstanding to MEM as of the date of termination.
- (b) By Academy. From July 1, 2018 to June 30, 2021, the Academy may terminate this Agreement prior to the end of the terms specified in Article II in the event that MEM shall fail to remedy a material breach within 60 days after notice from the Board. Material breach includes, but is not limited to: (1) failure to account for its expenditures or to pay Academy operating cost as required under this Agreement (provided funds are available to do so), (2) failure to substantially follow policies, procedures, rules, regulations or curriculum duly adopted by the Board which are not in violation of the Contract, this Agreement, or law, or (3) failure to abide by the Contract and meet educational goals set forth in the Contract or (4) failure to abide by this Agreement.

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

8.03. Termination/Expiration.

- (a) Personal Property. Upon termination or expiration of this Agreement, for any reason, MEM shall have the option to reclaim any personal property which has been purchased, or leased from a party other than the Academy, with MEM funds, provided MEM did not receive such funds from the Academy pursuant to Section 5.03. All personal property purchased or leased by MEM received pursuant to Section 5.03 shall remain the personal property of the Academy.

(b) Advances/Out of Pocket Expenses. Upon termination or expiration of this Agreement, for any reason, all advances or out of pocket expenses paid by MEM with MEM's own funds, shall be immediately repaid by the Academy unless otherwise agreed in writing by MEM, provided such advances and expenses relate to MEM's services and performance under this Agreement, as specified in Section 5.03.

8.04. Transition. In the event of termination of this Agreement for any reason by either party prior to the end of this Agreement's term, MEM shall provide the Academy reasonable assistance for up to 90 days to assist in the transition back to a regular school program.

8.05. Revocation or Termination of Contract. If the Academy's Contract issued by the Lake Superior State University Board of Trustees is revoked or terminated, this Agreement shall automatically terminate on the same day as the Academy's Contract is revoked or terminated without further action of the parties.

ARTICLE IX. INDEMNIFICATION

9.01. Indemnification of MEM. The Academy shall indemnify and save and hold MEM and all of its employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, any noncompliance by the Academy with any agreements, covenants, warranties or undertakings of the Academy contained in or made pursuant to the Agreement, and any misrepresentations or breach of the representations and warranties of the Academy contained in or made pursuant to this Agreement. In addition, the Academy shall reimburse MEM for any and all legal expenses and costs associated with the defense of any such claim, demand or suit. The indemnification requirements of this section may be met by the purchase of insurance pursuant to Article X.

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

9.03. Indemnification of Academy. MEM shall indemnify and save and hold the Academy and all of its employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of, and noncompliance by MEM with any agreements, covenants, warranties or undertakings of MEM contained in or made pursuant to this Agreement, and any misrepresentation or breach of the Agreement. In addition, MEM 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 section may be met by the purchase of insurance pursuant to Article X.

9.04. Indemnification For Negligence. The Academy shall indemnify and hold harmless MEM, and MEM's board of directors, partners, officers, employees, agents and representatives, from any and all claims and liabilities which MEM may incur and which arise out of the negligence of the Academy's directors, officers, employees, agents or representatives. MEM shall indemnify and hold harmless the Academy, and the Academy's board of directors, partners, officers, employees, agents and representatives, from any and all claims and liabilities which the

Academy may incur and which arise out of the negligence of MEM's directors, officers, employees, agents or representatives.

- 9.05. Indemnification of Lake Superior State University. The parties acknowledge and agree that the Lake Superior State University Board of Trustees, Lake Superior State 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 parties hereby promise to indemnify and hold harmless Lake Superior State University Board of Trustees, Lake Superior State University and its members, 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 Lake Superior State University, which arise out of or are in any manner connected with Lake Superior State University Board's approval of the Application, 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 by Lake Superior State University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy or the ESP, or which arise out of the failure of the Academy to perform its obligations under the Contract issued to the Academy by Lake Superior State University Board of Trustees. The parties expressly acknowledge and agree that Lake Superior State University and its Board of Trustee members, 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

- 10.01 Insurance Coverage. The Academy shall maintain general liability insurance and umbrella insurance coverage in the amount required by the Contract. MEM 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. Each party shall, upon request, present evidence to the other that maintains the requisite insurance in compliance with the provisions of this

Article X. Each party shall comply with any information or reporting requirements required by the other party's insurer(s), to the extent reasonably practicable.

MEM shall secure and maintain separate general liability and umbrella insurance coverage. MEM shall maintain such insurance in an amount on such terms as required by the Academy. Verification of sufficient insurance coverage is attached. MEM shall, upon request, present evidence that it maintains the requisite insurance to the LSSU and the Academy upon reasonable notice.

MEM shall maintain such policies of insurance as required by the Contract and the Michigan Universities Self-Insurance Corporation (MUSIC). In the event that Lake Superior State University or MUSIC requests change in coverage by ESPs, MEM agrees to comply with any change in the type of or amount of coverage, as requested, within thirty (30) days after notice

of the insurance coverage change. MEM's insurance is separate from and in addition to the insurance the Academy Board is required to obtain under the Contract.

- 10.02. Workers' Compensation Insurance. Each party shall maintain workers' compensation insurance as required by law, covering their respective employees.

ARTICLE XI. WARRANTIES AND REPRESENTATIONS

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

ARTICLE XII. ALTERNATIVE DISPUTE RESOLUTION PROCEDURE

- 12.01 Alternative 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, shall be resolved by arbitration, and such procedure shall be the sole and exclusive remedy for such matters. Unless the parties agree upon a single arbitrator, the arbitration panel shall consist of three persons. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association, with such variations as the parties and arbitrators unanimously accept. The arbitrators' award shall be final and binding. A cause opinion (written explanation) as to the final decision shall be required. The Lake Superior State University Charter School Office (CSO) shall be notified of said decision and, upon the CSO's request, the cause opinion shall be made available. A judgment on the award rendered by the arbitrators may be entered in any court having appropriate jurisdiction. The losing party shall pay the cost of arbitration, not including attorney fees. It shall be in the discretion of the arbitration panel to award reasonable attorney fees to the prevailing party. The losing party, if any, shall pay such fees.

ARTICLE XIII.

MISCELLANEOUS

- 13.01. Sole Agreement. This Agreement supersedes and replaces any and all prior agreements and understandings between the Academy and MEM.
- 13.02. Force Majeure. Notwithstanding any other sections of this Agreement, neither party shall be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, embargo, fire, explosion, sabotage, accident, labor strike, flood, or other acts beyond its reasonable control; provided either party may terminate this Agreement under Article VIII if sufficient grounds exist as required by said Article VIII.
- 13.03. State Governing Law. The rights of all parties hereto shall be subject to the jurisdiction of and be construed according to the laws of the State of Michigan.
- 13.04. Agreement in Entirety. This Agreement (including any attachment) constitutes the entire agreement of the parties.
- 13.05. Official Notices. All notices and other communications required by the terms of this Agreement shall be in writing and sent to the parties hereto at the address set forth below. Notice may be given by: (1) certified or registered mail, postage prepaid, return receipt requested, or (2) personal delivery. Notices shall be deemed to have been given on the date of personal delivery if given by mail. The address of the parties hereto for the purposes aforesaid shall be:
- | | |
|--|--|
| Bay City Academy
301 North Farragut
Bay City, MI 48708 | With copy to:
Ryan Moore, President, Board of Directors
301 North Farragut
Bay City, MI 48708 |
| Mitten Educational Management
30700 Telegraph Road, Suite 3655
Bingham Farms, MI 48025 | Michael Randel, CPA
30700 Telegraph Road, Suite 3655
Bingham Farms, MI 48025 |
- 13.06. Assignment. This Agreement shall not be assigned by MEM without prior consent in writing of the Board (which consent shall not be unreasonably withheld) or by the Academy without the prior consent in writing of MEM (which consent shall not be unreasonably withheld), provided that MEM may, without the consent of the Academy, delegate the performance of but not responsibility for any duties and obligations of MEM hereunder to any independent contractor, expert or professional adviser. This Agreement shall not be assignable without prior notification to the Lake Superior State University Charter School Office (CSO). Any assignable party shall be considered an ESP, as defined by the CSO ESP policies and, as such, any assignable party shall follow the requirements set forth in the CSO ESP policies.
- 13.07. Amendment. This Agreement shall not be altered, amended, modified or supplemented except by memorandum approved by the Board and signed by both the Board Chair of the Academy and authorized officer of MEM.
- 13.08. Amendment for Obtaining Tax Exempt Financing. Should the Academy determine that it is in the best interest of the Academy to obtain financing from the Michigan Municipal Bond

Authority or any other type of financing that is tax-exempt pursuant to the federal Internal Revenue Code of 1986, as amended, then this Agreement shall be automatically amended to comply with Revenue Procedure 97-13 or any successor. In particular, the term of this Agreement as provided in Article II shall be amended to satisfy the requirements of Revenue Procedure 97-13. The parties shall promptly execute a written document reflecting such amendment, but the failure of the parties to do so shall not affect the effectiveness of the automatic amendment.

- 13.09. Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.
- 13.10. 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.
- 13.11. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of, the parties and their representative successors and assigns.
- 13.12. No Third Party Rights. This Agreement is made for the sole benefit of the Academy and MEM. Except as otherwise expressly provided, nothing in this Agreement shall create or be deemed to create a relationship between the parties of this Agreement, or either of them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary. This provision shall be stricken inasmuch as this provision applies to Lake Superior State University.
- 13.13. Survival of Termination. All representations, warranties, and indemnities made in this Agreement shall survive termination of this Agreement.
- 13.14. Delegation of Authority. Nothing in this Agreement shall be construed as delegating to MEM any of the powers or authority of the Board which are not subject to delegation by the Board under Michigan Law.
- 13.15. Compliance with Law. The parties agree to comply with all applicable laws and regulations.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

B-T. Lynch Date 5-15-18
Brian T. Lynch
Member, Mitten Educational Management

Michael Randel Date 5-15-18
Michael Randel, CPA
Member, Mitten Educational Management

Ryan Moore Date 5-15-18
Ryan Moore
President, Board of Directors

Tricia Coonan Date 5/15/18
Tricia Coonan
Secretary, Board of Directors

Tab 6

CONTRACT SCHEDULE 6
PHYSICAL PLANT DESCRIPTION

**BAY CITY ACADEMY
NORTH CENTRAL ACADEMY**

Physical Plant

	<u>Page</u>
 A – BAY CITY ACADEMY	
Physical Plant Description	6-1
Occupancy Approval	6-3
Floor Plan	6-4
Lease Agreement	6-5
 B – NORTH CENTRAL ACADEMY	
Physical Plant Description	6-16
Occupancy Approval	6-18
Floor Plan	6-19
Forbearance Agreement	6-20

Tab A

SCHEDULE 6

PHYSICAL PLANT DESCRIPTION

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

2. The address and a description of the proposed physical plant (the "Proposed Site") of Bay City Academy ("Academy") is as follows:

Address: 301 N. Farragut Street
Bay City, MI 48708

Description: The academy currently resides in a 45,000 square foot building located on one city block in Bay City, MI. A staff parking lot and parking for visitors is located on site near an outdoor play structure. Indoor facilities consist of (28) rooms, two sets of bathrooms, a spacious gymnasium, a kitchen area, two sets of stairs, and an elevator.

Term of Use: Term of Contract.

Configuration of Grade Levels: Kindergarten through eleventh grade.

Name of School District and Intermediate School District:

Local: Bay City Public Schools
ISD: Bay-Arenac ISD

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

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

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

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

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

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

CERTIFICATE OF USE AND OCCUPANCY

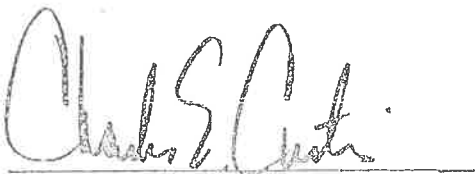
PERMANENT

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

Building Permit No. B034610
Farragut Charter School
301 N Farragut Street
Bay City, Michigan
Bay County

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

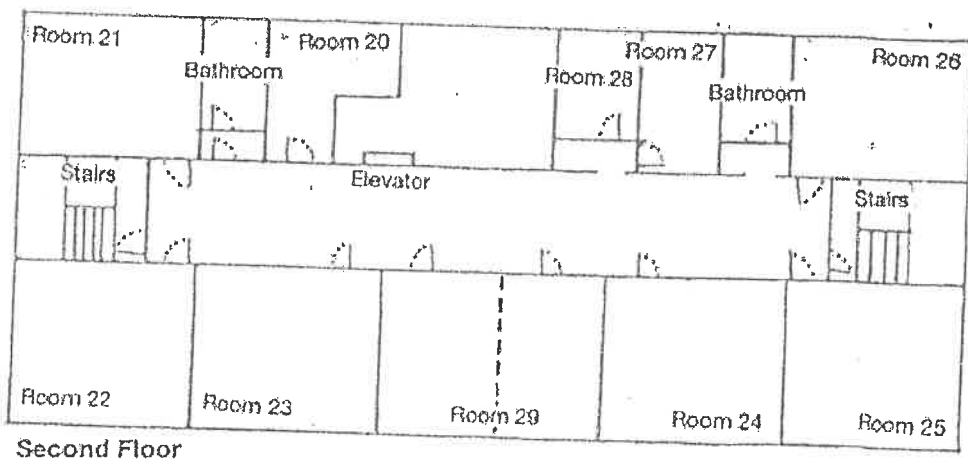
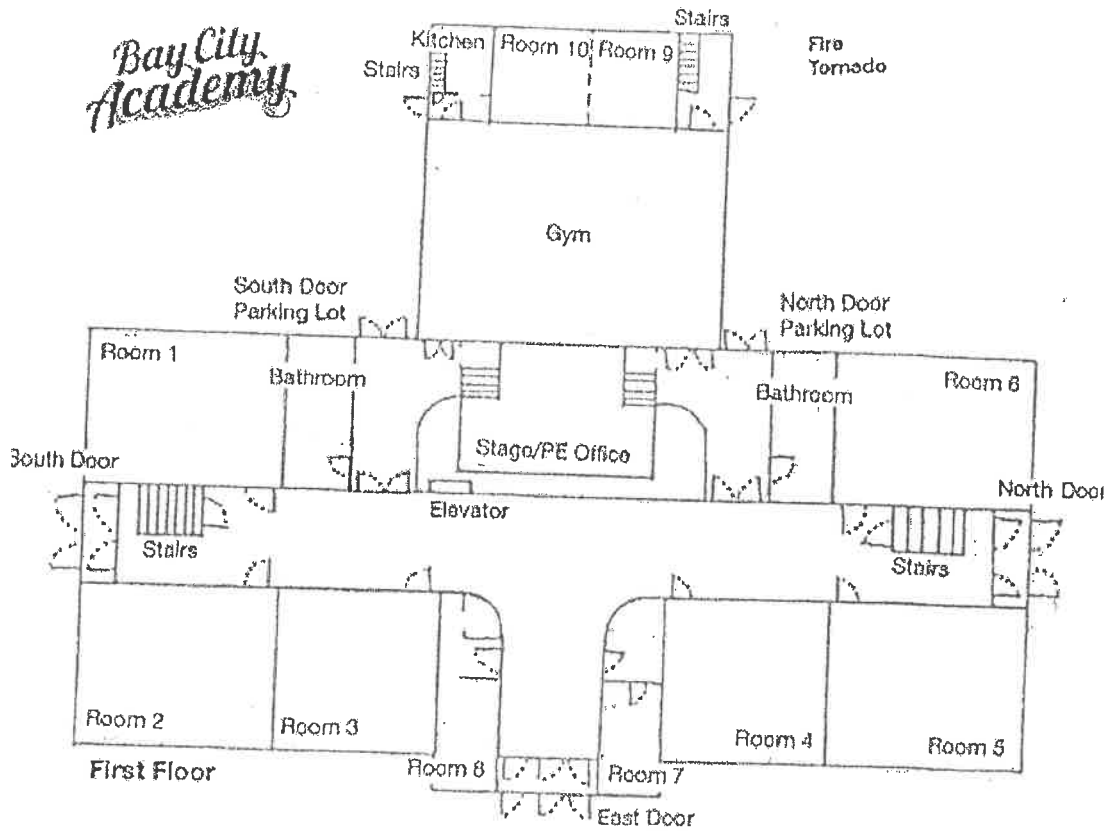
THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 111.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.



Charles E. Curtis, Assistant Chief
Building Division

September 17, 2015

Bay City Academy



LEASE FOR PREMISES AT
301 N. FARRAGUT, BAY CITY, MICHIGAN

Farragut Schoolhouse, LLC, a Michigan limited liability company, of 6739 Courtland Drive, N.E., Suite 101, Rockford, Michigan 49341-7217, the Lessor (hereinafter referred to as the Landlord) hereby leases space to Bay City Academy with its principal place of business at 111 N. Madison Ave, Bay City, Michigan 48708, the Lessee, (hereinafter referred to as the Tenant), and the Tenant will pay reasonable rent for said space, on the terms and conditions of this lease.

1. **DESCRIPTION:** The space to be leased is the premises commonly known as 301 N. Farragut, Bay City, Michigan, including all buildings, fixtures, and grounds, legally described on Exhibit A attached hereto.

2. **TERM:** This lease shall be for an initial term of twenty (20) years, commencing July 1, 2013 and running through June 30, 2033. Thereafter, this lease shall be automatically renewed annually for successive one-year terms upon the same terms unless written notice of the intention not to renew is provided to the other party at least sixty (60) days prior to the end of any term.

3. **RENT:**

(a) For the premises described in paragraph one (1), and the terms set forth in paragraph two (2), the Tenant agrees to pay \$6.00 per square foot per year for each year of this lease.

(b) The rental provided for in this lease shall be an absolutely net return to Landlord for the term, free from any losses, expenses or charges with respect to the property, including maintenance, repairs, insurance, taxes, assessments, utilities, or other charges imposed upon or related to the property, or with respect to any easements or rights appurtenant thereto (except as otherwise expressly provided for herein).

(c) The rental figure is set at 13% of revenue in order to fix and define the budgetary risk to the Academy by linking the amount to its revenue stream.

4. **TAXES AND ASSESSMENTS:** Tenant shall pay, prior to the imposition of any penalty or interest, all real and personal property taxes, installments of special assessments and other governmental charges of any kind which become due during the Term and which are levied against

collectible insurance policy or policies, to the extent of any recovery collectible under such insurance policies.

6. CONSTRUCTION LIENS: Tenant shall keep the Property free from any liens arising out of any work performed thereon, materials furnished thereto or obligations incurred by Tenant. Tenant shall indemnify, defend and hold Landlord harmless against all liability, loss, damage, costs and all other expenses arising out of claims of lien for work performed or materials furnished to or for the benefit of Tenant.

7. PLACE OF PAYMENT: Any payment due from the Tenant to the Landlord under this Lease shall be made at the place the Landlord designates from time to time in writing.

8. HOLDING OVER: In the event the Tenant holds over after expiration of this Lease, the term of this Lease shall continue in effect on a month-to-month basis.

9. CONDITION OF PREMISES AT TIME OF LEASING: The Tenant acknowledges that it has occupied the leased premises prior to the making of this Lease and knows the condition thereof, and that no representations as to the condition or state of repairs thereof have been made by the Landlord or its agents that are not expressed herein. The Tenant hereby accepts the lease premises in their present condition at the date of the execution of this Lease.

10. USE AND OCCUPANCY: The premises shall be used during the term of this Lease for a public school academy as defined by Michigan law, and for no other purposes. The premises shall not be used in violation of any law, municipal ordinance, or regulation.

11. CARE OF THE PREMISES: The Tenant shall not perform any action or carry on any practices that may injure the building and shall keep the leased premises clean and free from rubbish and dirt at all times.

12. COMPLIANCE WITH LAW: The Tenant shall, at its own expense, and under penalty of forfeiture and damages, promptly comply with all lawful laws, orders, regulations, or ordinances of all municipal, county and state authorities affecting the premises herein leased, including but not limited to the cleanliness, safety, occupation and use of the same.

movable office furniture and trade fixtures put in at Tenant's expense, shall become the property of the Landlord at the expiration of the term.

16. **ACCESS TO PREMISE:** The Landlord may enter the leased premises at any reasonable hour in order to inspect them. However, reasonable advance notice shall be given to the Tenant of the intention to do so. If the Landlord deems any repair for which the Tenant is responsible necessary, it may demand that the Tenant perform the repair. If the Tenant refuses or neglects to make the repair in a reasonable time, the Landlord may make the repair and charge the Tenant in accordance with paragraph 24 hereof. Landlord shall give reasonable advance notice to Tenant of its intention to make nonemergency repairs.

17. **ADVERTISING DISPLAYS:** All signs and advertising displayed in and about the premises shall be such as to only advertise the business carried on in said premises. The Landlord shall control the size and character thereof. No sign shall be displayed unless approved in writing by the Landlord although permission shall not be unreasonably withheld.

18. **ASSIGNMENT:** The Tenant shall assign, this Lease or sublet the leased premises in its entirety to a public school academy to be chartered by Lake Superior State University when such entity has been approved by the University, and such assignment shall be valid and enforceable without any further documentation of the Landlord's prior written consent, which consent which consent is hereby given herein.

19. **BINDING SUCCESSORS:** This Lease is binding on the respective heirs, successors, representatives and assigns of the parties.

20. **UTILITIES:** The tenant will pay for all charges made against the leased premises during the term hereof for gas, water, heat and electricity as said charges become due.

21. **DEFAULT IN NONRENTAL PAYMENTS:** If the Tenant fails to make a payment or expenditure required by this Lease other than rent, the Landlord may itself make such payment or expenditure, and the amount thereof shall be due to the Landlord from the Tenant at the next rental due date following written notice to the Tenant from the Landlord that the amount was paid.

22. **EXPENSES AND DAMAGES FOR REPOSSESSION AND RE-ENTRY:** In the event the Landlord shall obtain possession of the lease premises, the Tenant shall be liable for

Landlord, Landlord shall, at its own cost and expense, make all necessary repairs or alterations to the Property so as to constitute the portion of the Property not taken as a complete unit, and Tenant shall have no obligation to make any such repairs or alterations. Landlord shall be entitled to the entire aware made for any taking, condemnation or conveyance, except that Tenant shall not be precluded from pursuing any claim directly against the condemning authority for its loss.

27. **BANKRUPTCY OR INSOLVENCY**: The Landlord may cancel this Lease in the event that the estate created hereby is taken in execution or by other process of law; or if the Tenant is declared bankrupt or insolvent according to law; or if any receiver is appointed for the business and property of the Tenant; or if any assignment is made of the Tenant's property for the benefit of creditors.

28. **QUIET ENJOYMENT**: Upon performing the foregoing covenants, the Landlord agrees that the Tenant shall and may peaceably and quietly have, hold, and enjoy the leased premises for the term herein.

29. **NOTICE**: Wherever this Lease requires notice to be served on Landlord or Tenant, notice shall be sufficient if mailed by first-class mail with postage fully paid, to the last known address of the party to be served.

Dated: _____

LANDLORD:
Farragut Schoolhouse, LLC

By: _____
Steven J. Ingersoll, Manager

TENANT:
BAY CITY ACADEMY

By: _____
Claire Gregory, Secretary

T:\BUSINESS\SFU\Bay City Rehabilitation (Ingersoll)\Farragut Schoolhouse LLC\Lease to Bay City Academy.doc

FORBEARANCE AGREEMENT

This Forbearance Agreement (this "*Agreement*") is entered into and effective as of September __, 2017, by and between U.S. BANK NATIONAL ASSOCIATION, not individually but as Trustee (the "*Trustee*"), and BAY CITY ACADEMY, a Michigan nonprofit corporation (the "*Academy*").

RECITALS

A. MJK Capital Corporation ("*MJK*") previously issued its \$2,810,000 Full Term Certificates of Participation, Series 2001 evidencing proportionate interests of the Owners thereof in a Financing Agreement with Concord Academy-Antrim (the "*Certificates*") pursuant to a Trust Agreement dated as of August 1, 2001 (the "*Trust*") between MJK, Concord Academy-Antrim ("*Concord*"), and the Trustee.

B. The proceeds of the Certificates were loaned to Concord to finance its acquisition and expansion of a public school academy located in Antrim County, Michigan (the "*Premises*"), in accordance with that certain Financing Agreement dated as of August 1, 2001 between Concord and MJK.

C. Concord's obligations in respect of the Certificates are secured by a first lien on the Premises under that certain Mortgage Agreement dated as of August 1, 2001 between MJK and Concord.

D. MJK assigned substantially all of its rights, title and interest in the collateral and under the documents for the Certificates to the Trustee for the benefit of the Owners of the Certificates pursuant to that certain Assignment Agreement dated as of August 1, 2001 between MJK and the Trustee (the "*Assignment Agreement*") and, collectively with the Trust, the Financing Agreement, the Mortgage Agreement, and any other documents or agreements executed in favor of the Trustee with respect thereto, the "*Certificate Documents*").

E. On February 1, 2016, Concord conveyed the Premises to the Academy, subject to the Mortgage Agreement and all rights of the Trustee thereunder.

F. Events constituting Events of Default under the Trust, Financing Agreement, and Mortgage Agreement have occurred and are continuing (each a "*Pre-Forbearance Default*") including, without limitation, the following:

1. Lake Superior State University did not renew Concord's charter, making Concord ineligible to receive school aid funds from the State of Michigan.

2. Concord failed to pay semiannual Purchase Payments in accordance with the Financing Agreement.

assessments, or other encumbrances that arise prior to the closing of the sale of the Premises.

4. Forbearance. Subject to satisfaction by the Academy of each of the terms and conditions of this Agreement (including the covenants in Section 6 hereof), during the period commencing on the date of execution of this Agreement and continuing thereafter until the earlier of (i) June 30, 2018 or (ii) the occurrence of any Forbearance Termination Event (as defined below) (such period being the "*Forbearance Period*"), the Trustee agrees that it will not exercise any right or remedy available to it under the Certificate Documents, or under any applicable law based solely upon any Pre-Forbearance Default or Anticipated Default. Notwithstanding anything to the contrary contained herein, nothing herein shall limit, restrict or waive the Trustee's right to take any action or exercise any of its remedies to perfect the Trustee's liens and security interests or to protect and preserve its rights under the Certificate Documents, and without limiting the foregoing, to the extent that any person or entity challenges any trust rights, security interests, collateral, pledges of assets, liens, or any other property rights under the Certificate Documents for the benefit of the Trustee (the "*Security Rights*"), nothing in this Agreement shall limit or restrict the Trustee from taking any action that the Trustee may take under the Certificate Documents, at law or in equity, that is necessary or appropriate to preserve, protect or defend (but not realize upon) any of the Security Rights against such challenge, including, without limitation, (i) defending, intervening in or filing any legal proceedings relating to any such Security Rights, (ii) sending notices to any persons, governmental authorities or entities concerning the existence of any such Security Rights, or (iii) otherwise preserving any of the rights, remedies, positions or defenses of the Trustee, all of which are hereby expressly reserved.

5. Effect and Construction of Forbearance. During the Forbearance Period and thereafter, the Certificate Documents shall remain in full force and effect in accordance with their respective terms, and this Agreement shall not be construed to: (a) impair the validity, perfection or priority of any lien or security interest securing the Trustee's rights under the Certificate Documents; (b) waive or impair any rights, powers or remedies of the Trustee under the Certificate Documents except as expressly provided herein during the Forbearance Period, with respect to any Default or Event of Default; or (c) constitute an agreement by the Trustee, or require the Trustee to extend the Forbearance Period or grant additional forbearance periods or extend the time for payment of any of the obligations under the Trust or Financing Agreement. The terms and provisions of the Certificate Documents are expressly incorporated by reference herein except to the extent such terms and provisions conflict with the terms and provisions of this Agreement, in which case, during the Forbearance Period, but not otherwise, the terms of this Agreement shall control. The failure of the Trustee to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement or any of the Certificate Documents shall not be deemed a waiver of such term, covenant, or condition, nor shall any waiver or relinquishment of any right or power hereunder at any one time or more

- (d) Defaults. No Defaults or Events of Default, other than the Pre-Forbearance Defaults and Anticipated Defaults, shall currently exist or occur in the future.
- (e) Cooperation. The Academy shall cooperate with the Trustee and the purchaser, once identified, to effectuate the transfer of the Premises as contemplated herein, including by executing any and all documents reasonably requested by the Trustee or the purchaser.
- (f) Compliance. The Academy shall at all times be in compliance with its obligations under this Agreement.
- (g) Acknowledgements. The Academy hereby acknowledges, stipulates and agrees that the recitals are true and correct, and that no right of offset, recoupment, defense, counterclaim, claim, causes of action or objection of any kind or nature in favor of the Academy against the Trustee exists or arises out of or with respect to, (i) the validity and enforceability of this Agreement and any other Certificate Document, or any of the Trustee's rights and remedies thereunder, (ii) the validity, extent and priority of the liens and security interests granted to the Trustee under the Certificate Documents, or (iii) any other documents now or heretofore evidencing, securing or in any way relating to the foregoing, and the Academy does hereby expressly waive, release and relinquish any and all such offsets, recoupments, defenses, counterclaims, claims, causes of action or objections, if any, against the Trustee, Holders of the Certificates, and any of their respective officers, directors, employees, legal counsel and affiliates (collectively, the "*Trustee and Certificate-Owner Related Parties*"). The Academy hereby reaffirms the Trustee's first-priority liens and security interests, and releases the Trustee and Certificate-Owner Related Parties from any and all liability for acts preceding the execution and delivery of this Agreement.

7. Forbearance Termination Event. Each or any of the following shall constitute a "*Forbearance Termination Event*" if the Trustee, in its discretion, delivers notice to the Academy of the occurrence of a Forbearance Termination Event and declares therein that the Trustee's forbearance obligations under Section 4 hereof have been terminated (provided, however, that occurrence of any event under Section 7(c) below shall be deemed an immediate Forbearance Termination Event without the need for further notice from or action by the Trustee):

- (a) Any representation or warranty made by the Academy herein or in any certificate or statement provided to the Trustee in connection herewith shall be materially false or untrue in any respect;

or result in a breach of any existing law, judgment, court order or consent decree to which it is subject.

10. Trustee Representations. The Trustee represents and warrants to the Academy as follows:

(a) It has full power and authority to execute and deliver this Agreement and to undertake and perform its obligations hereunder.

(b) This Agreement has been duly authorized, executed and delivered by it and, assuming the due authorization, execution and delivery by the Academy, will constitute a valid and binding obligation of the Trustee, enforceable in accordance with the terms hereof (subject to any applicable bankruptcy, insolvency, moratorium or other laws or equitable principles affecting creditors' rights or remedies generally).

(c) The execution of this Agreement and the performance by it of the provisions hereof do not and will not in any material respect conflict with or constitute a breach of or default under any agreement to which it is a party, or conflict with, violate, or result in a breach of any existing law, judgment, court order or consent decree to which it is subject.

11. Notices and Other Actions. All notices, demands and formal actions hereunder shall be in writing mailed, telecopied or delivered:

if to the Trustee, to:
U.S. Bank National Association
Global Corporate Trust Services
Attn: Sandra Spivey
2300 W. Sahara, Suite 200
LM-NV-NFC2
Las Vegas, NV 89102
Email: Sandra.Spivey@usbank.com

with a copy to:
McDermott Will & Emery LLP
Attn: William P. Smith
227 West Monroe Street
Chicago, IL 60606-5096
Email: wsmith@mwe.com

if to the Academy, to:
Bay City Academy
Attn: Brian Lynch
5055 Corey Road

without regard to its conflict of law principles, and the law of the United States applicable to transactions within said state.

18. Successors. The terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

NO ORAL AGREEMENTS. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

[END OF TEXT - SIGNATURE BLOCKS ON FOLLOWING PAGE]

Appendix A

[Signature Page to Forbearance Agreement]

EXTENSION OF RENTAL AGREEMENT

By the agreement of the parties, the attached Rental Agreement is extended two (2) years upon the same terms and conditions. Said Rental Agreement is for the rent of the Farragut School building and grounds, located at 301 N. Farragut Street, Bay City, Michigan 48708, by lessee, Bay City Academy, from lessor/borrower, Farragut Schoolhouse, LLC, and Wildfire Credit Union, 6640 Bay Road, Saginaw, Michigan 48604, as lender. The Agreements are for monthly payments by lessee of \$8,000.00 to Wildfire Credit Union as assignee of rent payments under the terms of a March 27, 2013, Assignment of Rents agreement between Farragut Schoolhouse, LLC, and Wildfire Credit Union, to be applied on a mortgage note from Farragut Schoolhouse, LLC, as borrower to Wildfire Credit Union as lender.

Other obligations and conditions as set forth in the Rental Agreement remain in full force and effect through the termination date of this Extension of Rental Agreement, which is June 30, 2019. All rental payments subsequent to June 30, 2019, shall be pursuant to the lease agreement between Farragut Schoolhouse, LLC, and Bay City Academy dated March 15, 2013, or as may be agreed to by the parties.

It is further understood by the parties, by way of clarification, that the attached Rental Agreement and this Extension of Rental Agreement are forbearance agreements whereby Farragut Schoolhouse, LLC, agrees to defer action to collect the balance of the monthly rental payments due from Bay City Academy or to evict Bay City Academy for failure to meet its full monthly rental obligation, so long as the terms of the Rental Agreement and this extension agreement are satisfied; and do not represent a waiver or reduction of additional rent due under the terms of the March 15, 2013, lease agreement.

Date: 7/5/17

Tricia Coonan

Tricia Coonan, Board Secretary
Bay City Academy

Date: 3-13-18

Timothy W Benecke

Timothy Benecke
Wildfire Credit Union CEO

Date: 7/5/17

Steven J. Ingerson
Steven J. Ingerson, Managing Member
Farragut Schoolhouse, LLC

Tab B

SCHEDULE 6
PHYSICAL PLANT DESCRIPTION

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

2. The address and a description of the proposed physical plant (the "Proposed Site") of North Central Academy ("Academy") is as follows:

Address: 5055 Corey Road
Mancelona, MI 49659

Description: The academy currently resides in a 31,075 square foot building located on 28 acres approximately 6 miles north of Mancelona and 1.5 miles south of Alba in Northwest lower Michigan. A staff parking lot as well as a U – shaped drive through and parking for visitors is located on site. Outdoor play structures and swing sets are also located outside the facility on a designated playground. Indoor facilities consist of eighteen classroom spaces for K-12 classrooms, a lunchroom, staff offices, two sets of bathrooms, two gym areas and a 200 seat auditorium.

Term of Use: Term of Contract.

Configuration of Grade Levels: Kindergarten through twelfth grade.

Name of School District and Intermediate School District:

Local: Mancelona Public Schools

ISD: Traverse Bay Area ISD

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

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

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

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

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

CERTIFICATE OF USE AND OCCUPANCY

PERMANENT

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

BUILDING PERMIT NO.: B033931
5055 COREY RD
MANCERLONA, MICHIGAN
ANTRIM COUNTY

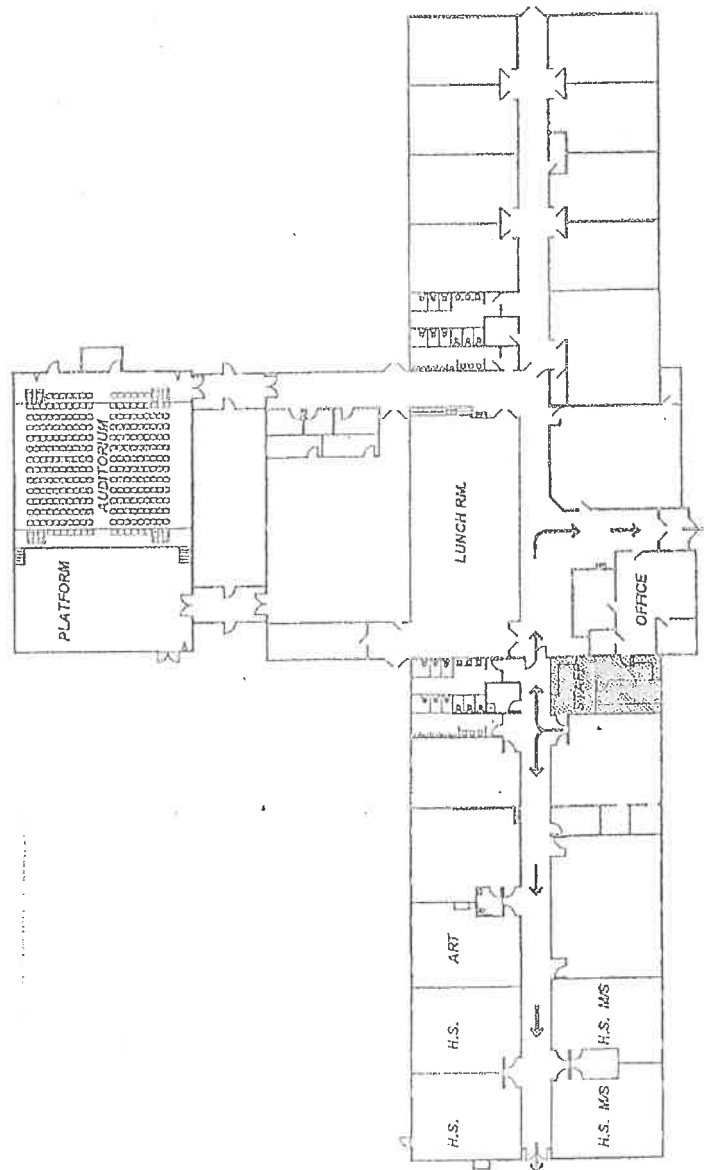
The above named building of Use Group E, Education and Construction Type 2B - Non Combustible (Non Rated Structural Elements) is approved for use and occupancy.

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.

Jon Paradine

Jon Paradine, Chief
Building and Permits Division

August 30, 2013



FORBEARANCE AGREEMENT

This Forbearance Agreement (this "*Agreement*") is entered into and effective as of July 1, 2018, by and between U.S. BANK NATIONAL ASSOCIATION, not individually but as Trustee (the "*Trustee*"), and BAY CITY ACADEMY, a Michigan nonprofit corporation (the "*Academy*").

RECITALS

A. MJK Capital Corporation ("*MJK*") previously issued its \$2,810,000 Full Term Certificates of Participation, Series 2001 (the "*Certificates*"), evidencing proportionate interests of the Owners thereof in a Financing Agreement with Concord Academy-Antrim pursuant to a Trust Agreement dated as of August 1, 2001 (the "*Trust*") between MJK, Concord Academy-Antrim ("*Concord*"), and the Trustee.

B. The proceeds of the Certificates were loaned to Concord to finance its acquisition and expansion of a public school academy located in Antrim County, Michigan (the "*Premises*"), in accordance with that certain Financing Agreement dated as of August 1, 2001 between Concord and MJK.

C. Concord's obligations in respect of the Certificates are secured by a first lien on the Premises under that certain Mortgage Agreement dated as of August 1, 2001 between MJK and Concord.

D. MJK assigned substantially all of its rights, title and interest in the collateral and under the documents for the Certificates to the Trustee for the benefit of the Owners of the Certificates pursuant to that certain Assignment Agreement dated as of August 1, 2001 between MJK and the Trustee (the "*Assignment Agreement*" and, collectively with the Trust, the Financing Agreement, the Mortgage Agreement, and any other documents or agreements executed in favor of the Trustee with respect thereto, the "*Certificate Documents*").

E. On February 1, 2016, Concord conveyed the Premises to the Academy, subject to the Mortgage Agreement and all rights of the Trustee thereunder.

F. Events constituting Events of Default under the Trust, Financing Agreement, and Mortgage Agreement have occurred and are continuing (each a "*Pre-Forbearance Default*") including, without limitation, the following:

1. Lake Superior State University did not renew Concord's charter, making Concord ineligible to receive school aid funds from the State of Michigan.
2. Concord failed to pay semiannual Purchase Payments in accordance with the Financing Agreement.
3. Concord failed to pay when due all taxes, other government charges, and utility charges, as required under the Financing Agreement.

G. The Trustee acknowledges that the Pre-Forbearance Defaults will continue and that additional events which constitute Events of Default or, with the provision of notice and the failure to cure within the applicable curative period, will constitute Events of Default under the Certificate Documents, will occur during the term of this Agreement (each an "*Anticipated Default*").

H. The Academy does not currently have sufficient funds available to make any payment to the Trustee towards the Certificates, and represents that it will not have sufficient funds available to make any payments for the foreseeable future. Furthermore, the Academy has not been able to borrow or otherwise obtain funds to enable it to purchase the Premises at this time. The Academy and the Trustee desire to enter into this Agreement to establish a temporary forbearance with respect to the Pre-Forbearance Defaults and Anticipated Defaults under the Certificate Documents in order to (i) permit the Academy to occupy the Premises for the 2018-2019 school year, or until the Trustee locates a purchaser for the Premises and (ii) provide for the consensual transfer of title to the Premises to a purchaser in the event the sale of the Premises closes.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Recitals. The recitals set forth herein constitute an integral part of this Agreement, evidencing the intent of the parties in executing this Agreement and describing the circumstances surrounding its execution. Accordingly, said recitals are, by express reference, made a part of the covenants hereof, and this Agreement shall be construed in the light thereof.

2. Defined Terms. Capitalized terms used herein but not defined will have the meanings assigned to such terms in the Certificate Documents.

3. Forbearance. Subject to satisfaction by the Academy of each of the terms and conditions of this Agreement (including the covenants in Section 5 hereof), during the period commencing on the date of execution of this Agreement and continuing thereafter until the earlier of (i) June 30, 2019 or (ii) the occurrence of any Forbearance Termination Event (as defined below) (such period being the "*Forbearance Period*"), the Trustee agrees that it will not exercise any right or remedy available to it under the Certificate Documents, or under any applicable law based solely upon any Pre-Forbearance Default or Anticipated Default. Notwithstanding anything to the contrary contained herein, nothing herein shall limit, restrict or waive the Trustee's right to take any action or exercise any of its remedies to perfect the Trustee's liens and security interests or to protect and preserve its rights under the Certificate Documents, and without limiting the foregoing, to the extent that any person or entity challenges any trust rights, security interests, collateral, pledges of assets, liens, or any other property rights under the Certificate Documents for the benefit of the Trustee (the "*Security Rights*"), nothing in this Agreement shall limit or restrict the Trustee from taking any action that the Trustee may take under the Certificate Documents, at law or in equity, that is necessary or appropriate to preserve, protect or defend (but not realize upon) any of the Security Rights against such challenge, including, without limitation, (i) defending, intervening in or filing any legal proceedings relating to any such Security Rights, (ii) sending notices to any persons, governmental authorities

or entities concerning the existence of any such Security Rights, or (iii) otherwise preserving any of the rights, remedies, positions or defenses of the Trustee, all of which are hereby expressly reserved.

4. Effect and Construction of Forbearance. During the Forbearance Period and thereafter, the Certificate Documents shall remain in full force and effect in accordance with their respective terms, and this Agreement shall not be construed to: (a) impair the validity, perfection or priority of any lien or security interest securing the Trustee's rights under the Certificate Documents; (b) waive or impair any rights, powers or remedies of the Trustee under the Certificate Documents except as expressly provided herein during the Forbearance Period, with respect to any Default or Event of Default; or (c) constitute an agreement by the Trustee, or require the Trustee to extend the Forbearance Period or grant additional forbearance periods or extend the time for payment of any of the obligations under the Trust or Financing Agreement. The terms and provisions of the Certificate Documents are expressly incorporated by reference herein except to the extent such terms and provisions conflict with the terms and provisions of this Agreement, in which case, during the Forbearance Period, but not otherwise, the terms of this Agreement shall control. The failure of the Trustee to insist upon strict compliance with any of the terms, covenants, or conditions of this Agreement or any of the Certificate Documents shall not be deemed a waiver of such term, covenant, or condition, nor shall any waiver or relinquishment of any right or power hereunder at any one time or more times be deemed a waiver or relinquishment of such right or power at any subsequent time or times.

5. Covenants. During the Forbearance Period, the Academy covenants and agrees with the Trustee as follows and the continuing satisfaction of each and every covenant listed below shall be a continuing condition to the agreement of the Trustee to forbear as set forth above in Section 3:

- (a) Agreement to Heat, Insure, and Otherwise Protect the Premises. The Academy shall continue to heat, adequately insure, preserve, and otherwise protect the Premises. The Academy shall provide the Trustee with a statement or certificate evidencing that the Premises are adequately insured. The Academy shall provide the Trustee with other documentation related to its obligations hereunder upon the Trustee's reasonable request.
- (b) Listing the Premises for Sale. The Academy shall continue to list the Premises for sale with a realtor of the Trustee's choice and at a price to be determined by the realtor and the Trustee. If a third party makes an offer to purchase the Premises that is acceptable to the Trustee (a "*Third Party Offer*"), the Academy shall have a right of first refusal to purchase the Premises for \$5,000 more than the Third Party Offer by entering into a purchase agreement on terms acceptable to the Trustee, in its sole discretion, within thirty (30) days after the Trustee notifies the Academy of the Third Party Offer. If the Academy does not exercise its right of first refusal to purchase the Premises within such thirty day period, a Forbearance Termination Event shall occur, as set forth in Section 6(d) below. In such a case, the Academy shall vacate the Premises upon

closing of a sale to a third party purchaser or sooner at the request of the Trustee.

The Academy shall also have the right to submit an offer for purchase of the Premises. During the Forbearance Period, the Academy shall keep the Premises free and clear of liens, claims, assessments and other encumbrances. For the avoidance of doubt, title to the Premises shall remain in the name of the Academy until a sale of the Premises closes, and the Academy shall be solely responsible for any and all taxes, liens, assessments, or other encumbrances that arise prior to the closing of the sale of the Premises.

- (c) Reporting. The Academy shall report its enrollment figures for the 2018-2019 school year to the Trustee by no later than October 15, 2018. If the Academy's enrollment exceeds 425 pupils for the 2018-2019 school year, the Academy shall pay fifty (50) percent of the cash flow attributable to the excess enrollment to the Trustee as rent for the Premises.

The Academy shall provide the Trustee with copies of its annual financial statement and audit within ninety (90) days after its fiscal year end, and shall provide the Trustee with quarterly financial statements within thirty (30) days after the end of each quarter. The Trustee shall be permitted to make such audit and annual and quarterly financial statements public for the benefit of the Holders of the Certificates.

The Academy shall provide the Trustee with such other financial information as the Trustee reasonably requests to enable the Trustee to verify the Academy's enrollment figures and net cash flow.

- (d) Defaults. No Defaults or Events of Default, other than the Pre-Forbearance Defaults and Anticipated Defaults, shall currently exist or occur in the future.
- (e) Cooperation. The Academy acknowledges that, pursuant to that certain Forbearance Agreement dated as of September 8, 2017 between the Trustee and the Academy, the Academy delivered to the Trustee a deed to the Premises, with the grantee left blank, to be used by the Trustee to transfer title to the Premises to a purchaser once one is located. The Academy shall cooperate with the Trustee and the purchaser to effectuate the transfer of the Premises as contemplated herein and therein, including by executing any and all documents reasonably requested by the Trustee or the purchaser (including, without limitation, a new or amended deed transferring title to the Premises to a purchaser, should one be required).
- (f) Compliance. The Academy shall at all times be in compliance with its obligations under this Agreement.

- (g) Acknowledgements. The Academy hereby acknowledges, stipulates and agrees that the recitals are true and correct, and that no right of offset, recoupment, defense, counterclaim, claim, causes of action or objection of any kind or nature in favor of the Academy against the Trustee exists or arises out of or with respect to, (i) the validity and enforceability of this Agreement and any other Certificate Document, or any of the Trustee's rights and remedies thereunder, (ii) the validity, extent and priority of the liens and security interests granted to the Trustee under the Certificate Documents, or (iii) any other documents now or heretofore evidencing, securing or in any way relating to the foregoing, and the Academy does hereby expressly waive, release and relinquish any and all such offsets, recoupments, defenses, counterclaims, claims, causes of action or objections, if any, against the Trustee, Holders of the Certificates, and any of their respective officers, directors, employees, legal counsel and affiliates (collectively, the "*Trustee and Certificate-Owner Related Parties*"). The Academy hereby reaffirms the Trustee's first-priority liens and security interests, and releases the Trustee and Certificate-Owner Related Parties from any and all liability for acts preceding the execution and delivery of this Agreement.

6. Forbearance Termination Event. Each or any of the following shall constitute a "*Forbearance Termination Event*" if the Trustee, in its discretion, delivers notice to the Academy of the occurrence of a Forbearance Termination Event and declares therein that the Trustee's forbearance obligations under Section 3 hereof have been terminated (provided, however, that occurrence of any event under Section 6(c) below shall be deemed an immediate Forbearance Termination Event without the need for further notice from or action by the Trustee):

- (a) Any representation or warranty made by the Academy herein or in any certificate or statement provided to the Trustee in connection herewith shall be materially false or untrue in any respect;
- (b) The failure of the Academy strictly to observe and perform any covenant, condition, or agreement contained herein;
- (c) The voluntary commencement of or the entry of an order for relief in any bankruptcy, receivership, liquidation, or assignment for the benefit of creditors proceeding by the Academy;
- (d) If the Trustee notifies the Academy of a Third Party Offer and the Academy does not exercise its right of first refusal to purchase the Premises by entering into a purchase agreement on terms acceptable to the Trustee, in its sole discretion, within thirty days thereafter;
- (e) The occurrence of June 30, 2019, unless the Forbearance Period provided under Section 3 hereof is otherwise extended or continued by a written amendment or supplement hereto executed by the Trustee; or

- (f) The Academy is enjoined, restrained or in any way prevented by court order or administrative action from conducting or operating, or shall voluntarily decide to suspend or otherwise terminate the operation of, any material part of its business affairs.

7. Remedies Upon Forbearance Termination. The Trustee may, at its option, exercise all rights and remedies available under the Certificate Documents upon the termination of the Forbearance Period. Notwithstanding termination of the Forbearance Period, the Academy's covenants and agreements set forth in Sections 5(b) and 5(e) hereof shall continue in full force and effect. The remedies contained herein and in the Certificate Documents are cumulative and are not exclusive of any remedies provided by law. No delay on the part of the Trustee in delivering notice of a Forbearance Termination Event or exercising any power or right shall operate as a waiver thereof, nor shall any single or partial exercise of power or right preclude any other or further exercise thereof or the exercise of any power or right.

8. Academy Representations. The Academy represents and warrants to the Trustee as follows:

- (a) The Academy is a nonprofit corporation that is duly organized, validly existing and in good standing under the laws of the State of Michigan and has full power and authority to execute and deliver this Agreement and to undertake and perform its obligations hereunder.

- (b) This Agreement has been duly authorized, executed and delivered by it and, assuming the due authorization, execution and delivery by the Trustee, will constitute a valid and binding obligation of the Academy, enforceable in accordance with the terms hereof (subject to any applicable bankruptcy, insolvency, moratorium or other laws or equitable principles affecting creditors' rights or remedies generally).

- (c) The execution of this Agreement and the performance by it of the provisions hereof does not and will not in any material respect conflict with or constitute a breach of or default under any agreement to which it is a party, or conflict with, violate, or result in a breach of any existing law, judgment, court order or consent decree to which it is subject.

9. Trustee Representations. The Trustee represents and warrants to the Academy as follows:

- (a) It has full power and authority to execute and deliver this Agreement and to undertake and perform its obligations hereunder.

- (b) This Agreement has been duly authorized, executed and delivered by it and, assuming the due authorization, execution and delivery by the Academy, will constitute a valid and binding obligation of the Trustee, enforceable in accordance with the terms hereof (subject to any applicable bankruptcy, insolvency, moratorium or other laws or equitable principles affecting creditors' rights or remedies generally).

(c) The execution of this Agreement and the performance by it of the provisions hereof do not and will not in any material respect conflict with or constitute a breach of or default under any agreement to which it is a party, or conflict with, violate, or result in a breach of any existing law, judgment, court order or consent decree to which it is subject.

10. Notices and Other Actions. All notices, demands and formal actions hereunder shall be in writing mailed, telecopied or delivered:

if to the Trustee, to:
U.S. Bank National Association
Global Corporate Trust Services
Attn: Sandra Spivey
2300 W. Sahara, Suite 200
LM-NV-NFC2
Las Vegas, NV 89102
Email: Sandra.Spivey@usbank.com

with a copy to:
McDermott Will & Emery LLP
Attn: William P. Smith
444 West Lake Street
Chicago, IL 60606
Email: wsmith@mwe.com

if to the Academy, to:
Bay City Academy
Attn: Brian Lynch
5055 Corey Road
Mancelona, MI 49659
Email: lynchb@baycityacademy.com

or to such other address as may be specified by notice to the other parties as provided herein. All notices shall be effective when received.

11. Trustee is not a Partner. Neither the Trustee nor any of its present or former employees, officers, directors, or agents at any time has agreed or consented to being an agent, principal, participant, joint venturer, partner, or alter ego of the Academy. The Academy has not at any time been authorized by the Trustee directly or indirectly to represent, speak, or act for or on behalf of the Trustee with respect to any matter whatsoever relating to any aspect of the business of the Academy. Neither the Trustee nor any of its present or former employees, officers, directors, or agents at any time directed or participated in any of the business decisions of the Academy or acted in any capacity or manner other than as a secured party with an interest in the Premises.

12. No Modification. This Agreement supersedes and merges all prior and contemporaneous promises and agreements. No modification of this Agreement shall be

effective unless made by supplemental agreement, in writing, executed by the Trustee and the Academy. The Trustee and the Academy further agree that this Agreement may not in any way be explained or supplemented by a prior, existing or future course of dealings between the parties or by any prior, existing, or future performance between the parties pursuant to this Agreement or otherwise.

13. Counterparts. This Agreement may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof it shall only be necessary to produce one such counterpart. Delivery of an executed signature page of this Agreement by facsimile or email transmission shall be effective as delivery of a manually executed counterpart hereof.

14. Time is of the Essence. It is expressly agreed by the parties hereto that time is of the essence with respect to this Agreement.

15. Construction. The parties acknowledge and confirm that each of their respective attorneys has participated jointly in the review and revision of this Agreement and that it has not been written solely by counsel for one party. The parties hereto therefore stipulate and agree that the rule of construction to the effect that any ambiguities are to or may be resolved against the drafting party shall not be employed in the interpretation of this Agreement to favor either party against the other.

16. Applicable Law. This Agreement and the rights and duties of the parties hereunder shall be governed for all purposes by the laws of the State of Michigan, without regard to its conflict of law principles, and the law of the United States applicable to transactions within said state.

17. Successors. The terms and provisions hereof shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

18. NO ORAL AGREEMENTS. THIS WRITTEN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

[END OF TEXT - SIGNATURE BLOCKS ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the date first set forth above.

ACADEMY:

BAY CITY ACADEMY, a Michigan nonprofit corporation

By: B. T. Lynch
Brian T. Lynch, Interim Superintendent

TRUSTEE:

U.S. BANK NATIONAL ASSOCIATION,
not individually, but as Trustee

By: _____
Sandra Spivey, Vice President
Global Corporate Trust Services

IN WITNESS WHEREOF, the undersigned have executed this Agreement to be effective as of the date first set forth above.

ACADEMY:

BAY CITY ACADEMY, a Michigan nonprofit corporation

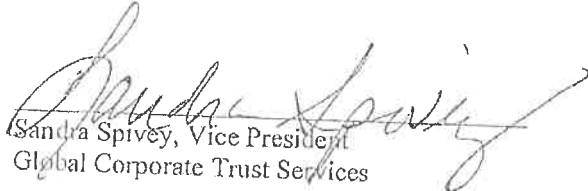
By: _____

Brian T. Lynch, Interim Superintendent

TRUSTEE:

U.S. BANK NATIONAL ASSOCIATION,
not individually, but as Trustee

By: _____


Sandra Spivey, Vice President
Global Corporate Trust Services

Tab 7

CONTRACT SCHEDULE 7
REQUIRED INFORMATION FOR
PUBLIC SCHOOL ACADEMY

SCHEDULE 7

REQUIRED INFORMATION FOR PUBLIC SCHOOL ACADEMY

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

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

Tab A

SECTION A
GOVERNANCE STRUCTURE

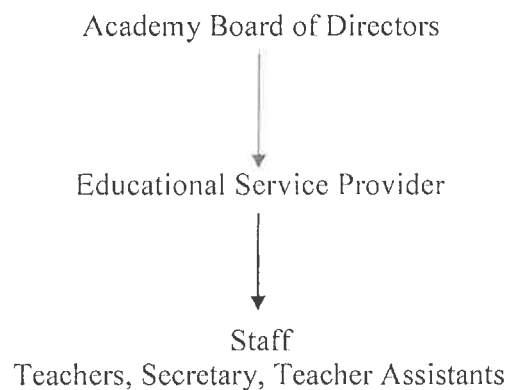
Schedule 7a

Governance Structure

The University Board shall appoint the Board of Directors of the Academy ("Academy Board"). The Academy Board has all the powers and duties permitted by law to manage the business, property and affairs of the Academy. The Academy Board is responsible for assuring that the Academy operates according to the terms and conditions of its contract and the applicable laws. The Bylaws further describe the Academy Board's governance structure.

The Academy is incorporated as a non-stock, directorship nonprofit corporation. The University Board establishes the initial number of board members to be five (5). The Academy Board shall have at least five, but no more than 9 members, as determined by the University Board. The University Board shall select the members of the Academy Board according to the terms and conditions set forth by the University Board. The names of the initial Academy Board members and their terms of office are contained in the Resolution. The selection of subsequent Academy Board members will be administered according to the Bylaws.

The Academy Board shall manage the business, property and affairs of the Academy. The Academy Board shall set all educational, fiscal, and administrative policies for the Academy. A copy of the Academy's organizational chart is set forth below.



The Bay City Academy Board of Directors currently consists of five (5) members. The Lake Superior State University Board of Trustees appointed each of the following individuals as Academy Board members. The term of office for each individual was decided by resolution of the Academy Board.

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

Ryan Moore, Board President

Email: moorer@baycityacademy.com

Election Date: November 7, 2014

Term Expiration: June 30, 2020

Lena Jankowiak, Vice President

Email: lenamjankowiak@gmail.com

Election Date: May 21, 2015

Term Expiration: June 30, 2021

Tricia Coonan, Secretary

Email: tricia.coonan@hilton.com

Election Date: November 7, 2014

Term Expiration: June 30, 2020

Matt Meisel, Trustee

Email: meiselm@baycityacademy.com

Election Date: August 29, 2017

Term Expiration: June 30, 2020

Tab B

SECTION B
EDUCATIONAL GOALS

EDUCATIONAL GOAL AND RELATED MEASURES

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Section 6.2, the Academy shall achieve or demonstrate measurable progress toward the achievement of the educational goal identified in this schedule. Upon request, the Academy shall provide the University with a written report, along with supporting data, assessing the Academy's progress toward achieving this goal.

Educational Goal to Be Achieved

Prepare students academically for success in college, work and life. During the Contract term, the Academy shall not fall within the lowest 20% of the low performing schools identified by the Michigan Department of Education.

Measures for Determining Goal Achievement

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

Measure 1: Student Achievement

Students in grades 2-11 who have been enrolled for three or more years at the Academy will demonstrate a minimum academic achievement on nationally recognized norm-referenced tests as determined by the Academy Board.

Measure 2: Student Growth

The academic growth of all students in grades 2 through 11 at the Academy will be assessed using the following metrics and growth targets:

Grade(s)	Metric	Growth Targets
Grades 2-8	Growth made by students from fall-to-spring in reading and math as measured by scaled scores on nationally recognized norm-referenced tests.	Students' fall-to-spring academic growth on average will demonstrate measurable progress toward the grade-level achievement targets for reading and math.
Grade 8-11	Growth made by students in reading, math, science, and English as measured by subject scores on nationally recognized norm-referenced tests.	Students' academic growth between tests on average will demonstrate measurable progress toward the achievement targets for the grade-level subject scores in reading, math, science, and English.

Tab C

SECTION C
EDUCATIONAL PROGRAMS

ACADEMIC PROGRAM

Curriculum and Objectives

For all grades, Bay City Academy has set clear learning standards and objectives based on Common Core State Standards. Bay City Academy aligns its instruction with the Common Core State Standards for all core content areas. The Academy is able to fulfill its educational goals and mission by following the CCSS and using classroom, district and state data to drive instruction. The Academy's curriculum and objectives are consistent with the goals of the contract and mission of the Academy.

We, at Bay City Academy, expect mastery from all our students. We realize that children are different in their abilities and development. Therefore, we make it a priority to establish those high expectations based on the academic needs of the individual student. In our safe, loved family environment, optimum learning is achieved.

At Bay City Academy, we believe in Great Expectations. Great Expectations is a program which provides students with the skills needed to create harmony and excitement within the school atmosphere and focuses on the human quality of teaching and learning - elements that are basic for inspiring students to pursue academic excellence. Great Expectations is guided by six tenets or principles – High Expectations, Teacher Attitude and Responsibility, All Children Can Learn, Building Self-Esteem, Climate of Mutual Respect and Teacher Knowledge and Skill. All of these tenets work together to serve the whole child.

Bay City Academy is best serving its target population by striving to inspire all students to grow to their learning potential. BCA/NCA assists their students by helping them develop competence in academics while building character and citizenship through a positive learning environment. Bay City Academy is synonymous with excellence and commitment to our students and families. We continuously strive to achieve greatness by self-evaluating the needs of our customers on a regular basis and then adapting to best fulfill them. Bay City Academy's curriculum is aligned both vertically and horizontally across the grade levels to best instruct our students. Bay City Academy staff meets before the beginning of every school year in August to insure instruction, standards, and expectations are understood and aligned. New staff members to our district are required to attend training early so that the core principles of our educational philosophy can be instilled. Veteran staff are required to report a full week before the start of school. During this training period, the final adjustments are made to the curriculum. If adjustments in curriculum are necessary throughout the year based on data, we meet as a staff and make adjustments accordingly to continue to have our students at the forefront of our mission. Leadership works collaboratively with teachers to make decisions in the best interest of the students.

While Bay City Academy understands the importance of academic success, we realize there must be a balance with everything we do. Not only do we provide classroom opportunities for success, we also encourage extracurricular activities outside the school day to enhance not only the mind, but the body as well. We believe a quality Music and Art education can have positive effects on a child's success. At NCA and BCA we have created an environment where students are encouraged to be creative and enjoy expressing themselves. Our strong music and art

programs are not only essential to the learning process but also promote creativity, social development, personality adjustment and positive self-esteem.

At Bay City Academy, we begin athletics in first grade. Bay City Academy is committed to providing a quality athletic program for our students in Grades 1-10. The program allows for student participation in team activities at various levels. Our athletic program maintains focus on fair play, participation, sportsmanship, skill-development, academic achievement, and fun ensuring the well-being of the student-athlete. We believe that sports promote many positive qualities and always strive to keep those qualities as a focus for our programs. We offer Cross Country, Basketball, Soccer and Cheerleading throughout our school year. Additionally, North Central Academy has developed a co-op program with Gaylord St. Mary to provide the opportunity of junior varsity and varsity football. A co-op program has also been planned to partner with Alba Public Schools for both boys and girls basketball along with track and field in the spring.

Student activity clubs are also offered to encourage after school participation. These clubs have been created for our students based on their interest levels and are directed and lead by our Bay City Academy district teachers and staff. Parent participation is also encouraged. Dance, Garden Club, Lady Lumber Jacks Running Club, Outdoor Adventure Club and our Theater Club all offer additional opportunities for students to experience the arts and appreciate the outdoors. North Central Academy's Outdoor Adventure Club has taken students on trips to Pictured Rocks National Lakeshore and a week long trip to Pennsylvania. During both of these trips students were able to experience rustic camping, fishing, hiking, and to provide volunteer work to the local parks and recreation agencies.

Tab D

SECTION D
CURRICULUM

Curriculum Overview

Bay City Academy (the Academy) aligns its instruction with the Common Core State Standards ("CCSS"). The Academy's curriculum and objectives are consistent with the goals of the contract and mission of the Academy. The Academy is able to fulfill its educational goals and mission by following the CCSS and using classroom, district and state data to drive instruction.

Bay City Academy Curriculum

Bay City Academy offers Differentiated Instruction to all students. A Balanced, Experiential and Relevant instructional program ensures that students develop not only a wide base of skill development, but also an appreciation for the learning of fine arts, language arts, science and mathematics. Teachers are trained on the essential components of the program and how to organize/structure their classrooms to be effective from the beginning.

We use an Inquiry-model of learning in social studies and science. This means children are asked to explore concepts, experiment with their knowledge and be creative in demonstrating their learning. Projects, research reports, dramatic presentations, speeches, experiments, service learning and more. Students are also asked to explore issues in character education through the Great Expectations program. This is a program which provides students with skills needed to create harmony in their world.

Curriculum

English Language Arts: Includes listening, speaking, reading and writing.

- Aligned to the Common Core State Standards

- *Treasures*, developed by McGraw-Hill, is a "research-based, comprehensive" basal reading program for students in grades K - 6 that combines "explicit instruction and ample practice [to] ensure students' growth in reading proficiency...Each week's lesson integrates grammar, writing, and spelling for a total language arts approach" (McGraw-Hill, 2009). The *Treasures* Reading Program materials consist of leveled readers as well as online workbooks and activities.

- Multiple methods are used for teaching reading, including: phonics, sight words, whole language and speed reading, all emphasizing comprehension.

- Students write compositions, reports, letters, editorials and essays. All students have frequent practice in public speaking and analytical listening. Computer-aided programs are used to supplement reading skills.

- MAISA Writing Units -

- * builds the communication and foundational literacy skills (reading, writing, speaking, and listening) of all learners.
- * uses culturally relevant materials in instruction so readers see themselves in texts.
- * focuses on critical literacy so students, our future leaders, can identify and develop effective arguments, weigh evidence, determine bias, and understand different perspectives.
- * helps all students become proficient in the "new literacies": visual, informational, digital, media, technological, and cultural literacy.
- * helps students recognize the unique literacy demands of the different academic disciplines.
- * develops, at grade-appropriate levels, the corresponding literacy practices needed to participate in these academic domains

English Language Arts Support:

- Learning A to Z is a leading provider of digitally delivered teaching products that support instruction and student growth in reading, writing, and science.

Leveled books, worksheets, and interactive resources:
Enhance instruction
Support student achievement, ensuring the right resources for every PreK-6 classroom

Mathematics: Includes computation, number sense, problem solving, statistics, algebra, geometry and measurement.
- Aligned to the Common Core State Standards
- *Math in Focus* is an authentic Singapore Math® curriculum-with problem solving as the center of math learning and concepts taught with a concrete-pictorial-abstract learning progression through real-world, hands-on experiences.

Math in Focus:

- * Supports the goals of the Common Core State Standards for Mathematics
- Is research-based and focuses on classroom learning, discussion, and practice
- Balances conceptual understanding, visual learning, and problem solving

Math Support:

-Khan Academy - Khan Academy offers practice exercises, instructional videos, and a personalized learning dashboard that empower learners to study at their own pace in and outside of the classroom. Students tackle math, science, computer programming, history, art history, economics, and more. Khan Academy guides learners from kindergarten to calculus using state-of-the-art, adaptive technology that identifies strengths and learning gaps.

-Moby Max - The idea behind Moby Max is to leverage scientific data to create an adaptive learning tool set that helps students and teachers identify missing skill sets and uses progress monitoring to automatically assign effective lessons. The completely integrated curriculum system provides real-time actionable data to educators. Most importantly, results clearly show that students are motivated, learning, and succeeding. One of the keys behind the Moby Max approach is a differentiated curriculum, with progress monitoring built in. "With the help of diagnostic placement tests, Moby Max is able to create a unique curriculum for each student. Moby targets areas where the student is struggling and doesn't waste time reteaching concepts that students have already mastered." Using their Find-Learn-Practice-Review Cycle and integrated motivators like Badges, Games, and Goals, Moby Max creates an efficient and effective process with which students learn up to 3 times faster than they do with traditional curricula.

-The Focused Instructional Mode (FIM) is a research-based instructional method developed by the Institute for Excellence in Education. FIM is transforming classroom instruction and driving increases in student achievement. This systematic process trains teachers to develop integrative lessons that naturally demonstrate real-world application. Teachers use the process to monitor their students' mastery of the content and provide interventions when appropriate. It is an integrative, holistic approach to teaching built upon instructional best-practices.

Science: Includes Earth/Space, Life, Physical, and Engineering, Technology, and Application of Science. Project-based learning is emphasized.

-Next Generation Science Standards: Through a collaborative, state-led process managed by Achieve, new K-12 science standards have been developed that are rich in content and practice and arranged in a coherent manner across disciplines and grades to provide all students an internationally-benchmarked science education. The NGSS are based on the Framework for K-12 Science Education developed by the National Research Council. The Framework uses the term "practices," rather than "science processes" or "inquiry" skills for a specific reason:

We use the term "practices" instead of a term such as "skills" to emphasize that engaging in scientific investigation requires not only skill but also knowledge that is specific to each practice. (NRC Framework, 2012, p. 30)

The eight practices of science and engineering that the Framework identifies as essential for all students to learn:

1. Asking questions (for science) and defining problems (for engineering)
2. Developing and using models
3. Planning and carrying out investigations
4. Analyzing and interpreting data
5. Using mathematics and computational thinking

6. Constructing explanations (for science) and designing solutions (for engineering)
7. Engaging in argument from evidence
8. Obtaining, evaluating, and communicating information

Science Support:

-Science A-Z delivers engaging, differentiated resources that allow students to read, write, think about, and do science. Comprehensive units in Life, Earth, Physical, and Process Science includes numerous resources offered at three reading levels within each grade span: K-2, 3-4, and 5-6. Science A-Z offers 3,500+ resources that provide a robust collection of informational texts. Through captivating science experiments and projects, students have the opportunity to think and act like scientists.

Social Studies: Includes Geography, History, Civics and Economics. Project-based learning is emphasized.

-The Grade Level Content Expectations (GLCE) balance disciplinary content and processes and skills that contribute to responsible citizenship and form a foundation for high school social studies coursework. Effective social studies instruction and assessment incorporate methods of inquiry, involve public discourse and decision making, and provide opportunities for citizen involvement.

Character Education: Includes the skills necessary to be successful and happy, both on the job and in life. Bay City Academy uses the Great Expectations Program which is guided by six tenets – High Expectations, Teacher Attitude and Responsibility, All Children Can Learn, Building Self-Esteem, Climate of Mutual Respect and Teacher Knowledge and Skill. All of the tenets work together to serve the whole child.

Technology: Students learn word processing, database management, spreadsheet development and Internet use.

Overview of Units of Instruction Kindergarten ELA Common Core

Reading Literature:

1. TLW utilize key ideas and details when reading literature with prompting and support.
2. TLW use the craft and structure of the text to help understand the literature.
3. TLW demonstrate an integration of knowledge and ideas to understand the literature with prompting and support.
4. TLW actively engage in group reading activities with purpose and understanding.

Reading Informational Text:

5. TLW utilize key ideas and details when reading informational text with prompting and support.
6. TLW use the craft and structure of the text to help understand informational text selections.
7. TLW demonstrate an integration of knowledge and ideas to understand the informational text selection with prompting and support.
8. TLW actively engage in group reading activities with purpose and understanding.

Reading Foundational Skills:

9. TLW demonstrate an understanding of the organization and basic concepts of print.
10. TLW demonstrate an understanding of spoken words, syllables and sounds.
11. TLW demonstrate increasing awareness of word analysis skills.
12. TLW read emergent reader texts with purpose and understanding.

Writing:

13. TLW use a combination of drawing, dictating and writing to compose a variety of text types for different purposes.
14. TLW demonstrate the production and distribution of writing with guidance and support from adults.
15. TLW participate in shared research to build and present knowledge.

Speaking and Listening:

16. TLW build comprehension through collaborative conversations about kindergarten topics and texts.
17. TLW add a visual or auditory presentation to enhance or to help clarify the knowledge and ideas.

Language:

18. TLW demonstrate command of the conventions of standard English grammar and usage when writing or speaking.
19. TLW build vocabulary acquisition and use to clarify the meaning of unknown and multiple-meaning words and phrases based on kindergarten reading and content.

Overview of Units of Instruction 1st Grade ELA Common Core

Reading Literature:

1. TLW utilize key ideas and details when reading literature.
2. TLW use the craft and structure of the text to help understand the literature.

<p>3. TLW demonstrate an integration of knowledge and ideas to understand the literature.</p> <p>4. TLW read prose and poetry of appropriate complexity for grade one with prompting and support.</p>
<p>Reading Informational Text:</p> <p>5. TLW utilize key ideas and details when reading informational text.</p> <p>6. TLW use the craft and structure of the text to help understand informational text selections.</p> <p>7. TLW demonstrate an integration of knowledge and ideas to understand the informational text selection.</p> <p>8. TLW read informational texts appropriately complex for grade one with needed scaffolding and support.</p>
<p>Reading Foundational Skills:</p> <p>9. TLW demonstrate an understanding of the organization and basic features of print.</p> <p>10. TLW demonstrate an understanding of spoken words, syllables, and sounds.</p> <p>11. TLW demonstrate increasing awareness and competence in word analysis skills.</p> <p>12. TLW read with sufficient accuracy and fluency to support comprehension.</p>
<p>Writing:</p> <p>13. TLW write a variety of opinion type text for different purposes.</p> <p>14. TLW write a variety of informative or explanatory type text for different purposes.</p> <p>15. TLW write a variety of narrative text types for different purposes.</p> <p>16. TLW demonstrate the production and distribution of writing.</p> <p>17. TLW participate in shared research to build and present knowledge.</p>
<p>Speaking and Listening:</p> <p>18. TLW build comprehension through collaborative conversations about grade one topics and texts.</p> <p>19. TLW add drawings or visual effects to enhance or clarify the presentation of knowledge and ideas.</p>
<p>Language</p> <p>20. TLW demonstrate command of the conventions of standard English grammar and usage when writing or speaking.</p> <p>21. TLW build vocabulary acquisition and use to clarify the meaning of unknown and multiple-meaning words and phrases based on grade one reading and content.</p>

Overview of Units of Instruction 2nd Grade ELA Common Core

<p>Reading Literature:</p> <p>1. TLW utilize key ideas and details when reading literature.</p> <p>2. TLW use the craft and structure of the text to help understand the literature.</p> <p>3. TLW demonstrate an integration of knowledge and ideas to understand the literature.</p> <p>4. TLW read and comprehend literature in the grades 2-3 complexity by the end of the year with scaffolding as needed.</p>
<p>Reading Informational Text:</p> <p>5. TLW utilize key ideas and details when reading informational text.</p> <p>6. TLW use the craft and structure of the text to help understand informational text selections.</p>

7. TLW demonstrate an integration of knowledge and ideas to understand the informational text selection.
8. TLW read and comprehend informational texts appropriately complex for grade 2-3 by the end of the year with scaffolding as needed.

Reading Foundational Skills:

9. TLW demonstrate an increasing awareness and competence in phonics and word recognition.
10. TLW read with sufficient accuracy and fluency to support comprehension.

Writing:

11. TLW write a variety of opinion type text for different purposes.
12. TLW write a variety of informative or explanatory type text for different purposes.
13. TLW write a variety of narrative text types for different purposes.
14. TLW demonstrate the production and distribution of writing.
15. TLW participate in shared research to build and present knowledge.

Speaking and Listening:

16. TLW build comprehension through collaborative conversations about grade two topics and texts.
17. TLW add auditory or visual effects to enhance or clarify the presentation of knowledge and ideas.

Language:

18. TLW demonstrate command of the conventions of standard English grammar and usage when writing or speaking.
19. TLW use the knowledge of language and its conventions when writing, speaking, reading, or listening.
20. TLW build vocabulary acquisition and use to clarify the meaning of unknown and multiple-meaning words and phrases, as well as demonstrate the understanding of word relationships based on grade two reading and content.

Overview of Units of Instruction **3rd Grade ELA Common Core**

Reading Literature:

1. TLW utilize key ideas and details when reading literature.
2. TLW use the craft and structure of the text to help understand the literature.
3. TLW demonstrate an integration of knowledge and ideas to understand the literature.
4. TLW read and comprehend literature at the high end of grades 2-3 complexity.

Reading Informational Text:

5. TLW utilize key ideas and details when reading informational text.
6. TLW use the craft and structure of the text to help understand informational text selections.
7. TLW demonstrate an integration of knowledge and ideas to understand the informational text selection.
8. TLW read and comprehend informational text at the high end of grades 2-3 complexity.

Reading Foundational Skills:

9. TLW demonstrate an increasing awareness and competence in phonics and word recognition.

10. TLW read with sufficient accuracy and fluency to support comprehension.
<p>Writing:</p> <p>11. TLW write a variety of opinion type text for different purposes.</p> <p>12. TLW write a variety of informative or explanatory type text for different purposes.</p> <p>13. TLW write a variety of narrative text types for different purposes.</p> <p>14. TLW demonstrate the production and distribution of writing.</p> <p>15. TLW participate in shared research to build and present knowledge.</p> <p>16. TLW write routinely over extended time frames for a range of discipline-specific tasks, purposes and audiences.</p>
<p>Speaking and Listening:</p> <p>17. TLW build comprehension through collaborative conversations about grade three topics and texts.</p> <p>18. TLW add auditory or visual effects to enhance or clarify the presentation of knowledge and ideas.</p>
<p>Language:</p> <p>19. TLW demonstrate command of the conventions of standard English grammar and usage when writing or speaking.</p> <p>20. TLW use the knowledge of language and its conventions when writing, speaking, reading, or listening.</p> <p>21. TLW build vocabulary acquisition and use to clarify the meaning of unknown and multiple-meaning words and phrases, as well as demonstrate the understanding of word relationships based on grade three reading and content.</p>

Overview of Units of Instruction

4th Grade ELA Common Core

<p>Reading Literature:</p> <p>1. TLW utilize key ideas and details when reading literature.</p> <p>2. TLW use the craft and structure of the text to help understand the literature.</p> <p>3. TLW demonstrate an integration of knowledge and ideas to understand the literature.</p> <p>4. TLW read and comprehend literature at the high end of grades 4-5 complexity with needed scaffolding by the end of the year.</p>
<p>Reading Informational Text:</p> <p>5. TLW utilize key ideas and details when reading informational text.</p> <p>6. TLW use the craft and structure of the text to help understand informational text selections.</p> <p>7. TLW demonstrate an integration of knowledge and ideas to understand the informational text selection.</p> <p>8. TLW read and comprehend informational text at the high end of grades 4-5 complexity with needed scaffolding by the end of the year.</p>
<p>Reading Foundational Skills:</p> <p>9. TLW demonstrate an increasing awareness and competence in phonics and word recognition.</p> <p>10. TLW read with sufficient accuracy and fluency to support comprehension.</p>

Writing:

11. TLW write a variety of opinion type text for different purposes.
12. TLW write a variety of informative or explanatory type text for different purposes.
13. TLW write a variety of narrative text types for different purposes.
14. TLW demonstrate the production and distribution of writing.
15. TLW participate in shared research to build and present knowledge.
16. TLW write routinely over extended time frames for a range of discipline-specific tasks, purposes and audiences.

Speaking and Listening:

17. TLW build comprehension through collaborative conversations about grade four topics and texts.
18. TLW add auditory or visual effects to enhance or clarify the presentation of knowledge and ideas.

Language:

19. TLW demonstrate command of the conventions of standard English grammar and usage when writing or speaking.
20. TLW use the knowledge of language and its conventions when writing, speaking, reading, or listening.
21. TLW build vocabulary acquisition and use to clarify the meaning of unknown and multiple-meaning words and phrases, as well as demonstrate the understanding of word relationships based on grade four reading and content.

Overview of Units of Instruction 5th Grade ELA Common Core

Reading Literature:

1. TLW utilize key ideas and details when reading literature.
2. TLW use the craft and structure of the text to help understand the literature.
3. TLW demonstrate an integration of knowledge and ideas to understand the literature.
4. TLW read and comprehend literature at the high end of grades 4-5 complexity with needed scaffolding by the end of the year.

Reading Informational Text:

5. TLW utilize key ideas and details when reading informational text.
6. TLW use the craft and structure of the text to help understand informational text selections.
7. TLW demonstrate an integration of knowledge and ideas to understand the informational text selection.
8. TLW read and comprehend informational text at the high end of grades 4-5 complexity with needed scaffolding by the end of the year.

Reading Foundational Skills:

9. TLW demonstrate an increasing awareness and competence in phonics and word recognition.
10. TLW read with sufficient accuracy and fluency to support comprehension.

Writing:

11. TLW write a variety of opinion type text for different purposes.
12. TLW write a variety of informative or explanatory type text for different purposes.
13. TLW write a variety of narrative text types for different purposes.
14. TLW demonstrate the production and distribution of writing.
15. TLW participate in shared research to build and present knowledge.
16. TLW write routinely over extended time frames for a range of discipline-specific tasks, purposes and audiences.

Speaking and Listening:

17. TLW build comprehension through collaborative conversations about grade five topics and texts.
18. TLW add auditory or visual effects to enhance or clarify the presentation of knowledge and ideas.

Language:

19. TLW demonstrate command of the conventions of standard English grammar and usage when writing or speaking.
20. TLW use the knowledge of language and its conventions when writing, speaking, reading, or listening.
21. TLW build vocabulary acquisition and use to clarify the meaning of unknown and multiple-meaning words and phrases, as well as demonstrate the understanding of word relationships based on grade five reading and content.

Overview of Units of Instruction 6th Grade ELA Common Core

Reading Literature:

1. TLW utilize key ideas and details when reading literature.
2. TLW use the craft and structure of the text to help understand the literature.
3. TLW demonstrate an integration of knowledge and ideas to understand the literature.
4. TLW read and comprehend literature at the high end of grades 6-8 complexity with needed scaffolding by the end of the year.

Reading Informational Text:

5. TLW utilize key ideas and details when reading informational text.
6. TLW use the craft and structure of the text to help understand informational text selections.
7. TLW demonstrate an integration of knowledge and ideas to understand the informational text selection.
8. TLW read and comprehend informational text at the high end of grades 6-8 complexity with needed scaffolding by the end of the year.

Writing:

9. TLW write a variety of argumentative type text for different purposes.
10. TLW write a variety of informative and explanatory type text for different purposes.
11. TLW write a variety of narrative text types for different purposes.
12. TLW demonstrate the production and distribution of writing.
13. TLW conduct short research projects to build and present knowledge.
14. TLW write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of discipline-specific tasks, purposes

and audiences.

Speaking and Listening:

15. TLW build comprehension through collaborative conversations about grade six topics and texts.
16. TLW add multimedia components and visual effects and adapt speech to enhance or clarify the presentation of knowledge and ideas.

Language:

17. TLW demonstrate command of the conventions of standard English grammar and usage when writing or speaking.
18. TLW use the knowledge of language and its conventions when writing, speaking, reading, or listening.
19. TLW acquire and use accurately grade-appropriate general academic and domain-specific words and phrases; gather vocabulary knowledge when considering a word or phrase important to comprehension or expression.

Overview of Units of Instruction 7th Grade ELA Common Core

Reading Literature:

1. TLW utilize key ideas and details when reading literature.
2. TLW use the craft and structure of the text to help understand the literature.
3. TLW demonstrate an integration of knowledge and ideas to understand the literature.
4. TLW read and comprehend literature at the high end of grades 6-8 complexity with needed scaffolding by the end of the year.

Reading Informational Text:

5. TLW utilize key ideas and details when reading informational text.
6. TLW use the craft and structure of the text to help understand informational text selections.
7. TLW demonstrate an integration of knowledge and ideas to understand the informational text selection.
8. TLW read and comprehend informational text at the high end of grades 6-8 complexity with needed scaffolding by the end of the year.

Writing:

9. TLW write a variety of argumentative type text for different purposes.
10. TLW write a variety of informative and explanatory type text for different purposes.
11. TLW write a variety of narrative text types for different purposes.
12. TLW demonstrate the production and distribution of writing.
13. TLW conduct short research projects to build and present knowledge.
14. TLW write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of discipline-specific tasks, purposes and audiences.

Speaking and Listening:

15. TLW build comprehension through collaborative conversations about grade seven topics and texts.
16. TLW add multimedia components and visual effects and adapt speech to enhance or clarify the presentation of knowledge and ideas.

Language:

17. TLW demonstrate command of the conventions of standard English grammar and usage when writing or speaking.
18. TLW use the knowledge of language and its conventions when writing, speaking, reading, or listening.
19. TLW acquire and use accurately grade-appropriate general academic and domain-specific words and phrases; gather vocabulary knowledge when considering a word or phrase important to comprehension or expression.

Overview of Units of Instruction 8th Grade ELA Common Core

Reading Literature:

1. TLW utilize key ideas and details when reading literature.
2. TLW use the craft and structure of the text to help understand the literature.
3. TLW demonstrate an integration of knowledge and ideas to understand the literature.
4. TLW read and comprehend literature at the high end of grades 6-8 complexity with needed scaffolding by the end of the year.

Reading Informational Text:

5. TLW utilize key ideas and details when reading informational text.
6. TLW use the craft and structure of the text to help understand informational text selections.
7. TLW demonstrate an integration of knowledge and ideas to understand the informational text selection.
8. TLW read and comprehend informational text at the high end of grades 6-8 complexity with needed scaffolding by the end of the year.

Writing:

9. TLW write a variety of argumentative type text for different purposes.
10. TLW write a variety of informative and explanatory type text for different purposes.
11. TLW write a variety of narrative text types for different purposes.
12. TLW demonstrate the production and distribution of writing.
13. TLW conduct short research projects to build and present knowledge.
14. TLW write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of discipline-specific tasks, purposes and audiences.

Speaking and Listening:

15. TLW build comprehension through collaborative conversations about grade eight topics and texts.
16. TLW add multimedia components and visual effects and adapt speech to enhance or clarify the presentation of knowledge and ideas.

Language:

17. TLW demonstrate command of the conventions of standard English grammar and usage when writing or speaking.
18. TLW use the knowledge of language and its conventions when writing, speaking, reading, or listening.

19. TLW acquire and use accurately grade-appropriate general academic and domain-specific words and phrases; gather vocabulary knowledge when considering a word or phrase important to comprehension or expression.

Overview of Units of Instruction 9th-10th Grade ELA Common Core

Reading Literature:

1. TLW cite, determine, and analyze key ideas and details when reading literature.
2. TLW use the craft and structure of the text to help determine and analyze the literature.
3. TLW demonstrate an integration of knowledge and ideas to understand the literature.
4. TLW read and comprehend literature in the grades 9-10 complexity with needed scaffolding by the end of the year.

Reading Informational Text:

5. TLW utilize key ideas and details when reading informational text.
6. TLW use the craft and structure of the text to help understand informational text selections.
7. TLW demonstrate an integration of knowledge and ideas to analyze the informational text selection.
8. TLW read and comprehend informational text at the high end of grades 9-10 complexity with needed scaffolding by the end of the year.

Writing:

9. TLW write arguments to support claims in an analysis of substantive topics or texts, using valid reasoning and relevant and sufficient evidence.
10. TLW write a variety of informative and explanatory texts to examine and convey complex ideas, concepts, and information clearly and accurately through the effective selection, organization, and analysis of content.
11. TLW write narratives to develop real or imagined experiences or events using effective technique, well-chosen details, and well-structured event sequences.
12. TLW use technology to demonstrate the production and distribution of writing.
13. TLW draw evidence from literary or informational texts to support analysis, reflection and research.
14. TLW write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of discipline-specific tasks, purposes and audiences.

Speaking and Listening:

15. TLW build comprehension through collaborative conversations about grade 9-10 topics and texts.
16. TLW add multimedia components and visual effects and adapt speech to enhance or clarify the presentation of knowledge and ideas.

Language:

17. TLW demonstrate command of the conventions of standard English grammar and usage when writing or speaking.
18. TLW use the knowledge of language and its conventions when writing, speaking, reading, or listening.
19. TLW acquire and use accurately grade-appropriate general academic and domain-specific words

and phrases, sufficient for reading, writing, speaking and listening at the college and career readiness level; demonstrate independence in gathering vocabulary knowledge when considering a word or phrase important to comprehension or expression.

Overview of Units of Instruction 11th-12th Grade ELA Common Core

Reading Literature:

1. TLW cite, determine, and analyze key ideas and details when reading literature, including where the text leaves matters uncertain.
2. TLW use the craft and structure of the text to help determine and analyze the literature.
3. TLW demonstrate an integration of knowledge and ideas to understand the literature.
4. TLW read and comprehend literature in the grades 11-CCR complexity with needed scaffolding by the end of the year.

Reading Informational Text:

5. TLW utilize key ideas and details when reading informational text.
6. TLW use the craft and structure of the text to help understand informational text selections.
7. TLW demonstrate an integration of knowledge and ideas to analyze the informational text selection.
8. TLW read and comprehend informational text at the high end of grades 11-CCR complexity with needed scaffolding by the end of the year.

Writing:

9. TLW write arguments to support claims in an analysis of substantive topics or texts, using valid reasoning and relevant and sufficient evidence.
10. TLW write a variety of informative and explanatory texts to examine and convey complex ideas, concepts, and information clearly and accurately through the effective selection, organization, and analysis of content.
11. TLW write narratives to develop real or imagined experiences or events using effective technique, well-chosen details, and well-structured event sequences.
12. TLW use technology to demonstrate the production and distribution of writing.
13. TLW draw evidence from literary or informational texts to support analysis, reflection and research.
14. TLW write routinely over extended time frames (time for research, reflection, and revision) and shorter time frames (a single sitting or a day or two) for a range of discipline-specific tasks, purposes and audiences.

Speaking and Listening:

15. TLW build comprehension through collaborative conversations about grade 11-12 topics and texts.
16. TLW add multimedia components and visual effects and adapt speech to enhance or clarify the presentation of knowledge and ideas.

Language:

17. TLW demonstrate command of the conventions of standard English grammar and usage when writing or speaking.
18. TLW use the knowledge of language and its conventions when writing, speaking, reading, or listening.
19. TLW acquire and use accurately grade-appropriate general academic and domain-specific words

and phrases, sufficient for reading, writing, speaking and listening at the college and career readiness level; demonstrate independence in gathering vocabulary knowledge when considering a word or phrase important to comprehension or expression.

Overview of Units of Instruction Kindergarten Math Common Core

Counting and Cardinality:

1. TLW know number names and the count sequence.
2. TLW count to tell the number of objects.
3. TLW compare numbers of objects in one group to determine if it is greater than, less than, or equal to the other number or group.

Operations and Algebraic Thinking:

4. TLW understand addition as putting together and adding to.
5. TLW understand subtraction as taking apart and taking from.

Numbers and Operations in Base Ten:

6. TLW work with numbers 11-19 to gain foundations for place value.

Measurement and Data:

7. TLW describe and compare measurable attributes.
8. TLW classify objects and count the number of objects in each category.

Geometry:

9. TLW identify and describe shapes (squares, circles, triangles, rectangles, hexagons, cubes, cones, cylinders, and spheres).
10. TLW analyze, compare, create, and compose shapes.

Overview of Units of Instruction 1st Grade Math Common Core

Operations and Algebraic Thinking:

1. TLW represent and solve problems involving addition and subtraction.
2. TLW understand and apply properties of operations and the relationship between addition and subtraction.
3. TLW add and subtract within 20.
4. TLW work with addition and subtraction equations.

Numbers and Operations in Base Ten:

5. TLW extend the counting sequence.
6. TLW understand place value.
7. TLW use place value understanding and properties of operations to add and subtract.

Measurement and Data:

8. TLW measure lengths indirectly and by iterating length units.
9. TLW tell and write time to the hour and half hour.
10. TLW represent and interpret data with up to three categories.

Geometry:

11. TLW reason with shapes and their attributes.

Overview of Units of Instruction 2nd Grade Math Common Core

Operations and Algebraic Thinking:

1. TLW represent and solve problems involving addition and subtraction.
2. TLW add and subtract within 20.
3. TLW work with equal groups of objects to gain foundations for multiplication.

Numbers and Operations in Base Ten:

4. TLW read, write, count and compare numbers to 1000.
5. TLW use place value understanding and properties of operations to add and subtract.

Measurement and Data:

6. TLW measure and estimate length in standard units.
7. TLW relate addition and subtraction to length.
8. TLW work with time and money.
9. TLW represent and interpret data.

Geometry:

10. TLW reason with shapes and their attributes.

Overview of Units of Instruction 3rd Grade Math Common Core

Operations and Algebraic Thinking:

1. TLW represent and solve problems involving multiplication and division.
2. TLW understand properties of multiplication and the relationship between multiplication and division.
3. TLW multiply and divide within 100.
4. TLW solve problems involving the four operations, and identify and explain patterns in arithmetic.

Numbers and Operations in Base Ten:

5. TLW use place value understanding and properties of operations to perform multi-digit arithmetic.

Numbers and Operations - Fractions:

6. TLW develop understanding of fractions as numbers.

Measurement and Data:

7. TLW solve problems involving measurement and estimation of intervals of time, liquid volumes, and masses of objects.
8. TLW represent and interpret data.
9. TLW understand concepts of area and relate area to multiplication and to addition.
10. TLW recognize perimeter as an attribute of plane figures and distinguish between linear and area measures

Geometry:

11. TLW reason with shapes and their attributes.

Overview of Units of Instruction 4th Grade Math Common Core

Operations and Algebraic Thinking:

1. TLW use the four operations with whole numbers to solve problems.
2. TLW gain familiarity with factors and multiples.
3. TLW generate and analyze patterns.

Numbers and Operations in Base Ten:

4. TLW generalize place value understanding for multi-digit whole numbers.
5. TLW use place value understanding and properties of operations to perform multi-digit arithmetic.

Number and Operations - Fractions:

6. TLW extend understanding of fraction equivalence and ordering.
7. TLW build fractions from unit fractions by applying and extending previous understandings of operations on whole numbers.
8. TLW understand decimal notation for fractions, and compare decimal fractions.

Measurement and Data:

9. TLW represent and interpret data.
10. TLW solve problems involving measurement and conversion of measurements from a larger unit to a smaller unit.
11. TLW understand concepts of angle and measure angles.

Geometry:

10. TLW draw and identify lines and angles, and classify shapes by properties of their lines and angles..

Overview of Units of Instruction 5th Grade Math Common Core

<p>Operations and Algebraic Thinking:</p> <ol style="list-style-type: none"> 1. TLW write and interpret numerical expressions. 2. TLW analyze patterns and relationships.
<p>Numbers and Operations in Base Ten:</p> <ol style="list-style-type: none"> 3. TLW understand the place value system. 4. TLW perform operations with multi-digit whole numbers and with decimals to hundredths.
<p>Number and Operations - Fractions:</p> <ol style="list-style-type: none"> 5. TLW use equivalent fractions as strategy to add and subtract fractions. 6. TLW apply and extend previous understandings of multiplication and division to multiply and divide fractions.
<p>Measurement and Data:</p> <ol style="list-style-type: none"> 7. TLW convert like measurement units within a given measurement system. 8. TLW represent and interpret data. 9. TLW understand concepts of volume and relate volume to multiplication and to addition.
<p>Geometry:</p> <ol style="list-style-type: none"> 10. TLW graph points on the coordinate plane to solve real-world and mathematical problems. 11. TLW classify two-dimensional figures into categories based on their properties.

Overview of Units of Instruction 6th Grade Math Common Core

<p>Ratios and Proportional Relationships:</p> <ol style="list-style-type: none"> 1. TLW understand ratio concepts and use ratio reasoning to solve problems.
<p>The Number System:</p> <ol style="list-style-type: none"> 2. TLW apply & extend previous understandings of multiplication & division to divide fractions by fractions. 3. TLW compute fluently with multi-digit numbers and find common factors and multiples. 4. TLW apply and extend previous understandings of numbers to the system of rational numbers.
<p>Expressions and Equations:</p> <ol style="list-style-type: none"> 5. TLW apply and extend previous understandings of arithmetic to algebraic expressions. 6. TLW reason about and solve one-variable equations and inequalities. 7. TLW represent & analyze quantitative relationships between dependent and independent variables.
<p>Geometry:</p> <ol style="list-style-type: none"> 8. TLW solve real-world and mathematical problems involving area, surface area, and volume.
<p>Statistics and Probability:</p> <ol style="list-style-type: none"> 9. TLW develop understanding of statistical variability. 10. TLW summarize and describe distributions.

Overview of Units of Instruction 7th Grade Math Common Core

Ratios and Proportional Relationships:

1. TLW analyze proportional relationships and use them to solve real-world & mathematical problems.

The Number System:

2. TLW apply and extend previous understandings of operations with fractions to add, subtract, multiply and divide rational numbers.

Expressions and Equations:

3. TLW use properties of operations to generate equivalent expressions.
4. TLW solve real-life and mathematical problems using numerical and algebraic expressions and equations.

Geometry:

5. TLW draw, construct, & describe geometrical figures and describe the relationships between them.
6. TLW solve real-life and mathematical problems involving angle measure, area, surface area, and volume.

Statistics and Probability:

7. TLW use random sampling to draw inferences about a population.
8. TLW draw informational comparative inferences about two populations.
9. TLW investigate chance processes and develop, use, and evaluate probability models.

Overview of Units of Instruction 8th Grade Math Common Core

The Number System:

1. TLW know that there are numbers that are not rational, and approximate them by rational numbers.

Expressions and Equations:

2. TLW work with radicals and integer exponents.
3. TLW understand the connections between proportional relationships, lines, and linear equations.
4. TLW analyze and solve linear equations and pairs of simultaneous linear equations.

Functions:

5. TLW define, evaluate, and compare functions.
6. TLW use functions to model relationships between quantities.

Geometry:

7. TLW understand congruence and similarity using physical models, transparencies, or geometry software.
8. TLW understand and apply the Pythagorean Theorem.
9. TLW solve real-world and mathematical problems involving volume of cylinders, cones, and spheres.

Statistics and Probability:

10. TLW investigate patterns of association in bivariate data.

Overview of Units of Instruction Algebra I Common Core Math

Creating Equations:

1. TLW apply their understanding of quantities through the analysis and solving of various forms of equations.

Interpreting Functions:

2. TLW explore and interpret functions in many different forms.

3. TLW be able to select the appropriate function to model phenomena.

Interpreting Categorical and Quantitative Data:

4. TLW develop more formal means of assessing how a model fits data.

Seeing Structure in Expressions:

5. TLW create and solve equations, inequalities, and systems of equations involving quadratic expressions.

Overview of Units of Instruction Algebra II Common Core Math

Arithmetic with Polynomials and Rational Expressions:

1. TLW develop the structural similarities between the system of polynomials and the system of integers.

Trigonometric Functions:

2. TLW use the coordinate plane to extend trigonometry to model periodic phenomena.

Interpreting Functions:

3. TLW synthesize and generalize what they have learned about a variety of function families in order to accurately model a situation.

Making Inferences and Justifying Conclusions:

4. TLW identify different ways to collect and display data.

Overview of Units of Instruction Geometry Common Core Math

<p>Congruence:</p> <p>1. TLW use triangular congruence to solve problems and complete geometric constructions.</p>
<p>Similarity Right Triangles and Trigonometry</p> <p>2. TLW develop a formal understanding of similarity.</p>
<p>Geometric Measurement and Dimension:</p> <p>3. TLW extend and apply their understanding of two and three dimensional shapes.</p>
<p>Geometric Properties with Equations:</p> <p>4. TLW use a rectangular coordinate system to verify geometric relationships.</p>
<p>Circles:</p> <p>5. TLW prove basic theorems about circles.</p>
<p>Conditional Probability and the Rules of Probability:</p> <p>6. TLW learn how to use probability to make informed decisions.</p>

Overview of Units of Instruction 4th Year Math Common Core

<p>The Complex Number System:</p> <p>1. TLW perform arithmetic operations with complex numbers.</p> <p>2. TLW represent complex numbers and their operations on the complex plane.</p>
<p>Arithmetic with Polynomials and Rational Expressions:</p> <p>3. TLW develop the structural similarities between the system of polynomials & the system of integers.</p>
<p>Vector and Matrix Quantities:</p> <p>4. TLW represent and model with vector quantities.</p> <p>5. TLW perform operations on vectors.</p> <p>6. TLW perform operations on matrices and use matrices in applications.</p>
<p>Reasoning with Equations in Inequalities:</p> <p>7. TLW solve systems of equations.</p>
<p>Building Functions:</p> <p>8. TLW build a function that models a relationship between two quantities.</p> <p>9. TLW build new functions from existing functions.</p>
<p>Trigonometric Functions:</p> <p>10. TLW extend the domain of trigonometric functions using the unit circle.</p> <p>11. TLW model periodic phenomena with trigonometric functions.</p> <p>12. TLW prove and apply trigonometric identities.</p>
<p>Using Probability to Make Decisions:</p> <p>13. TLW calculate expected values and use them to solve problems.</p> <p>14. TLW use probability to evaluate outcomes of decisions.</p>

Overview of Units of Instruction

Kindergarten Next Generation Science Standards

Forces and Interactions - Pushes and Pulls:

1. TLW plan and conduct an investigation to compare the effects of different strengths or different directions of pushes and pulls on the motion of an object.
2. TLW analyze data to determine if a design solution works as intended to change the speed or direction of an object with a push or a pull.

Interdependent Relationships in Ecosystems - Animals, Plants, and Their Environments:

3. TLW use observations to describe patterns of what plants and animals (including humans) need to survive.
4. TLW construct an argument supported by evidence for how plants and animals (including humans) can change the environment to meet their needs.
5. TLW use a model to represent the relationship between the needs of different plants or animals (including humans) and the places they live.
6. TLW communicate solutions that will reduce the impact of humans on the land, water, air, and/or other living things in the local environment.

Weather and Climate:

7. TLW make observations to determine the effect of sunlight on Earth's surface.
8. TLW use tools and materials to design and build a structure that will reduce the warming effect of sunlight on an area.
9. TLW use and share observations of local weather conditions to describe patterns over time.
10. TLW ask questions to obtain information about the purpose of weather forecasting to prepare for, and respond to, severe weather.

Engineering Design:

11. TLW ask questions, make observations, and gather information about a situation people want to change to define a simple problem that can be solved through the development of a new or improved object or tool.
12. TLW develop a simple sketch, drawing, or physical model to illustrate how the shape of an object helps it function as needed to solve a given problem.
13. TLW analyze data from tests of two objects designed to solve the same problem to compare the strengths and weaknesses of how each performs.

Overview of Units of Instruction

1st Grade Next Generation Science Standards

Waves - Light and Sound:

1. TLW plan and conduct investigations to provide evidence that vibrating materials can make sound and that sound can make materials vibrate.
2. TLW make observations to construct an evidence-based account that objects can be seen only when illuminated.
3. TLW plan and conduct an investigation to determine the effect of placing objects made with different materials in the path of a beam of light.
4. TLW use tools and materials to design and build a device that uses light or sound to solve the problem of communicating over a distance.

Structure, Function, and Information Processing:

5. TLW use materials to design a solution to a human problem by mimicking how plants and/or animals use their external parts to help them survive, grow, and meet their needs.

6. TLW read texts and use media to determine patterns in behavior of parents and offspring that help offspring survive.

7. TLW make observations to construct an evidence-based account that young plants and animals are like, but not exactly like, their parents

Space Systems - Patterns and Cycles:

8. TLW use observations of the sun, moon, and stars to describe patterns that can be predicted.

9. TLW make observations at different times of year to relate the amount of daylight to the time of year.

Engineering Design:

10. TLW ask questions, make observations, and gather information about a situation people want to change to define a simple problem that can be solved through the development of a new or improved object or tool.

11. TLW develop a simple sketch, drawing, or physical model to illustrate how the shape of an object helps it function as needed to solve a given problem.

12. TLW analyze data from tests of two objects designed to solve the same problem to compare the strengths and weaknesses of how each performs.

**Overview of Units of Instruction
2nd Grade Next Generation Science Standards**

Structure and Properties of Matter:

1. TLW plan and conduct an investigation to describe and classify different kinds of materials by their observable properties.

2. TLW analyze data obtained from testing different materials to determine which materials have the properties that are best suited for an intended purpose.

3. TLW make observations to construct an evidence-based account of how an object made of a small set of pieces can be disassembled and made into a new object.

4. TLW construct an argument with evidence that some changes caused by heating or cooling can be reversed and some cannot.

Interdependent Relationships and Ecosystems:

5. TLW plan and conduct an investigation to determine if plants need sunlight and water to grow.

6. TLW develop a simple model that mimics the function of an animal in dispersing seeds or pollinating plants.

7. TLW make observations of plants and animals to compare the diversity of life in different habitats.

Earth's Systems - Processes that Shape the Earth:

8. TLW use information from several sources to provide evidence that Earth events can occur quickly or slowly.

9. TLW compare multiple solutions designed to slow or prevent wind or water from changing the shape of the land.

10. TLW develop a model to represent the shapes and kinds of land and bodies of water in an area.

11. TLW obtain information to identify where water is found on Earth and that it can be solid or liquid.

Engineering Design:

12. TLW ask questions, make observations, and gather information about a situation people want to change to define a simple problem that can be solved through the development of a new or improved object or tool.

13. TLW develop a simple sketch, drawing, or physical model to illustrate how the shape of an object helps it function as needed to solve a given problem.

14. TLW analyze data from tests of two objects designed to solve the same problem to compare the strengths and weaknesses of how each performs.

Overview of Units of Instruction

3rd Grade Next Generation Science Standards

Forces and Interactions:

1. TLW plan and conduct an investigation to provide evidence of the effects of balanced and unbalanced forces on the motion of an object.
2. TLW make observations and/or measurements of an object's motion to provide evidence that a pattern can be used to predict future motion.
3. TLW ask questions to determine cause and effect relationships of electric or magnetic interactions between two objects not in contact with each other
4. TLW define a simple design problem that can be solved by applying scientific ideas about magnets.

Interdependent Relationships and Ecosystems:

5. TLW construct an argument that some animals form groups that help members survive.
6. TLW analyze and interpret data from fossils to provide evidence of the organisms and the environments in which they lived long ago.
7. TLW construct an argument with evidence that in a particular habitat some organisms can survive well, some survive less well, and some cannot survive at all.
8. TLW make a claim about the merit of a solution to a problem caused when the environment changes and the types of plants and animals that live there may change.

Inheritance and Variation of Traits - Life Cycles and Traits:

9. TLW develop models to describe that organisms have unique and diverse life cycles but all have in common birth, growth, reproduction, and death
10. TLW analyze and interpret data to provide evidence that plants and animals have traits inherited from parents and that variation of these traits exists in a group of similar organisms.
11. TLW use evidence to support the explanation that traits can be influenced by the environment.

Weather and Climate:

12. TLW represent data in tables and graphical displays to describe typical weather conditions expected during a particular season.
13. TLW obtain and combine information to describe climates in different regions of the world
14. TLW make a claim about the merit of a design solution that reduces the impacts of a weather-related hazard.

Engineering Design:

15. TLW define a simple design problem reflecting a need or a want that includes specified criteria for success and constraints on materials, time, or cost.
16. TLW generate and compare multiple possible solutions to a problem based on how well each is likely to meet the criteria and constraints of the problem.
17. TLW plan and carry out fair tests in which variables are controlled and failure points are considered to identify aspects of a model or prototype that can be improved.

Overview of Units of Instruction
4th Grade Next Generation Science Standards

Energy:

1. TLW use evidence to construct an explanation relating the speed of an object to the energy of that object.
2. TLW make observations to provide evidence that energy can be transferred from place to place by sound, light, heat, and electric currents.
3. TLW ask questions and predict outcomes about the changes in energy that occur when objects collide
4. TLW apply scientific ideas to design, test, and refine a device that converts energy from one form to another.
5. TLW obtain and combine information to describe that energy and fuels are derived from natural resources and their uses affect the environment

Waves - Waves and Information:

6. TLW develop a model of waves to describe patterns in terms of amplitude and wavelength and that waves can cause objects to move.
7. TLW generate and compare multiple solutions that use patterns to transfer information.

Structure, Function, and Information Processing:

8. TLW develop a model to describe that light reflecting from objects and entering the eye allows objects to be seen.
9. TLW construct an argument that plants and animals have internal and external structures that function to support survival, growth, behavior, and reproduction.
10. TLW use a model to describe that animals receive different types of information through their senses, process the information in their brain, and respond to the information in different ways.

Earth's Systems - Processes that Shape the Earth:

11. TLW identify evidence from patterns in rock formations and fossils in rock layers to support an explanation for changes in a landscape over time.
12. TLW make observations and/or measurements to provide evidence of the effects of weathering or the rate of erosion by water, ice, wind, or vegetation.
13. TLW analyze and interpret data from maps to describe patterns of Earth's features
14. TLW generate and compare multiple solutions to reduce the impacts of natural Earth processes on humans.

Engineering Design:

15. TLW define a simple design problem reflecting a need or a want that includes specified criteria for success and constraints on materials, time, or cost.
16. TLW generate and compare multiple possible solutions to a problem based on how well each is likely to meet the criteria and constraints of the problem.
17. TLW plan and carry out fair tests in which variables are controlled and failure points are considered to identify aspects of a model or prototype that can be improved.

Overview of Units of Instruction

5th Grade Next Generation Science Standards

Structure and Properties of Matter:

1. TLW develop a model to describe that matter is made of particles too small to be seen.
2. TLW measure and graph quantities to provide evidence that regardless of the type of change that occurs when heating, cooling, or mixing substances, the total weight of matter is conserved
3. TLW make observations and measurements to identify materials based on their properties
4. TLW conduct an investigation to determine whether the mixing of two or more substances results in new substances.

Matter and Energy in Organisms and Ecosystems:

5. TLW use models to describe that energy in animals' food (used for body repair, growth, motion, and to maintain body warmth) was once energy from the sun.
6. TLW support an argument that plants get the materials they need for growth chiefly from air and water.
7. TLW develop a model to describe the movement of matter among plants, animals, decomposers, and the environment.

Earth's Systems:

8. TLW develop a model using an example to describe ways the geosphere, biosphere, hydrosphere, and/or atmosphere interact.
9. TLW describe and graph the amounts and percentages of water and fresh water in various reservoirs to provide evidence about the distribution of water on Earth.
10. TLW obtain and combine information about ways individual communities use science ideas to protect the Earth's resources and environment.

Space Systems - Stars and the Solar System:

11. TLW support an argument that the gravitational force exerted by Earth on objects is directed down.
12. TLW support an argument that differences in the apparent brightness of the sun compared to other stars is due to their relative distances from Earth.
13. TLW represent data in graphical displays to reveal patterns of daily changes in length and direction of shadows, day and night, and the seasonal appearance of some stars in the night sky.

Engineering Design:

14. TLW define a simple design problem reflecting a need or a want that includes specified criteria for success and constraints on materials, time, or cost.
15. TLW generate and compare multiple possible solutions to a problem based on how well each is likely to meet the criteria and constraints of the problem.
16. TLW plan and carry out fair tests in which variables are controlled and failure points are considered to identify aspects of a model or prototype that can be improved.

Overview of Units of Instruction

Middle School Next Generation Physical Science Standards

Structure and Properties of Matter:

1. TLW develop models to describe the atomic composition of simple molecules and extended structures.
2. TLW gather and make sense of information to describe that synthetic materials come from natural resources and impact society.
3. TLW develop a model that predicts and describes changes in particle motion, temperature, and state of a pure substance when thermal energy is added or removed.

Matter and Energy in Organisms and Ecosystems:

4. TLW analyze and interpret data on the properties of substances before and after the substances interact to determine if a chemical reaction has occurred.
5. TLW develop and use a model to describe how the total number of atoms does not change in a chemical reaction and thus mass is conserved.
6. TLW undertake a design project to construct, test, and modify a device that either releases or absorbs thermal energy by chemical processes.

Forces and Interactions:

7. TLW apply Newton's Third Law to design a solution to a problem involving the motion of two colliding objects.
8. TLW plan an investigation to provide evidence that the change in an object's motion depends on the sum of the forces on the object and the mass of the object.
9. TLW ask questions about data to determine the factors that affect the strength of electric and magnetic forces.
10. TLW construct and present arguments using evidence to support the claim that gravitational interactions are attractive and depend on the masses of interacting objects.
11. TLW conduct an investigation and evaluate the experimental design to provide evidence that fields exist between objects exerting forces on each other even though the objects are not in contact.

Energy:

12. TLW construct and interpret graphical displays of data to describe the relationships of kinetic energy to the mass of an object and to the speed of an object.
13. TLW develop a model to describe that when the arrangement of objects interacting at a distance changes, different amounts of potential energy are stored in the system.
14. TLW apply scientific principles to design, construct, and test a device that either minimizes or maximizes thermal energy transfer.
15. TLW plan an investigation to determine the relationships among the energy transferred, the type of matter, the mass, and the change in the average kinetic energy of the particles as measured by the temperature of the sample.
16. TLW construct, use, and present arguments to support the claim that when the kinetic energy of an object changes, energy is transferred to or from the object.

Waves and Electromagnetic Radiation:

17. TLW use mathematical representations to describe a simple model for waves that includes how the amplitude of a wave is related to the energy in a wave.
18. TLW develop and use a model to describe that waves are reflected, absorbed, or transmitted through various materials
19. TLW integrate qualitative scientific and technical information to support the claim that digitized signals are a more reliable way to encode and transmit information than analog signals.

Overview of Units of Instruction

Middle School Next Generation Life Science Standards

Structure, Function, and Information Processes:

1. TLW conduct an investigation to provide evidence that living things are made of cells; either one cell or many different numbers and types of cells.
2. TLW develop and use a model to describe the function of a cell as a whole and ways parts of cells contribute to the function.
3. TLW use argument supported by evidence for how the body is a system of interacting subsystems composed of groups of cells.
4. TLW gather and synthesize information that sensory receptors respond to stimuli by sending messages to the brain for immediate behavior or storage as memories.

Matter and Energy in Organisms and Ecosystems:

5. TLW construct a scientific explanation based on evidence for the role of photosynthesis in the cycling of matter and flow of energy into and out of organisms.
6. TLW develop a model to describe how food is rearranged through chemical reactions forming new molecules that support growth and/or release energy as this matter moves through an organism.
7. TLW analyze and interpret data to provide evidence for the effects of resource availability on organisms and populations of organisms in an ecosystem.
8. TLW develop a model to describe the cycling of matter and flow of energy among living and nonliving parts of an ecosystem.
9. TLW construct an argument supported by empirical evidence that changes to physical or biological components of an ecosystem affect populations.

Interdependent Relationships in Ecosystems:

10. TLW construct an explanation that predicts patterns of interactions among organisms across multiple ecosystems.
11. TLW evaluate competing design solutions for maintaining biodiversity and ecosystem services.

Growth, Development, and Reproduction of Organisms:

12. TLW use argument based on empirical evidence and scientific reasoning to support an explanation for how characteristic animal behaviors and specialized plant structures affect the probability of successful reproduction of animals and plants respectively.
13. TLW construct a scientific explanation based on evidence for how environmental and genetic factors influence the growth of organisms.
14. TLW develop and use a model to describe why structural changes to genes (mutations) located on chromosomes may affect proteins and may result in harmful, beneficial, or neutral effects to the structure and function of the organism.
15. TLW develop and use a model to describe why asexual reproduction results in offspring with identical genetic information and sexual reproduction results in offspring with genetic variation.
16. TLW gather and synthesize information about the technologies that have changed the way humans influence the inheritance of desired traits in organisms.

Waves and Electromagnetic Radiation:

17. TLW analyze and interpret data for patterns in the fossil record that document the existence, diversity, extinction, and change of life forms throughout the history of life on Earth under the assumption that natural laws operate today as in the past.
18. TLW apply scientific ideas to construct an explanation for the anatomical similarities and differences among modern organisms and between modern and fossil organisms to infer evolutionary relationships.
19. TLW analyze displays of pictorial data to compare patterns of similarities in the embryological development across multiple species to identify relationships not evident in the fully formed anatomy.
20. TLW construct an explanation based on evidence that describes how genetic variations of traits in a population increase some individuals' probability of surviving and reproducing in a specific environment.
21. TLW use mathematical representations to support explanations of how natural selection may lead to increases and decreases of specific traits in populations over time.

Overview of Units of Instruction
Middle School Next Generation Engineering Design Science Standards

Engineering Design:

1. TLW define the criteria and constraints of a design problem with sufficient precision to ensure a successful solution, taking into account relevant scientific principles and potential impacts on people and the natural environment that may limit possible solutions.
2. TLW evaluate competing design solutions using a systematic process to determine how well they meet the criteria and constraints of the problem.
3. TLW analyze data from tests to determine similarities and differences among several design solutions to identify the best characteristics of each that can be combined into a new solution to better meet the criteria for success.
4. TLW develop a model to generate data for iterative testing and modification of a proposed object, tool, or process such that an optimal design can be achieved.

Overview of Units of Instruction
Middle School Next Generation Earth and Space Science Standards

Space Systems:

1. TLW develop and use a model of the Earth-sun-moon system to describe the cyclic patterns of lunar phases, eclipses of the sun and moon, and seasons.
2. TLW develop and use a model to describe the role of gravity in the motions within galaxies and the solar system.
3. TLW analyze and interpret data to determine scale properties of objects in the solar system.

History of Earth:

4. TLW construct a scientific explanation based on evidence from rock strata for how the geologic time scale is used to organize Earth's 4.6-billion-year-old history.
5. TLW construct an explanation based on evidence for how geoscience processes have changed Earth's surface at varying time and spatial scales.
6. TLW analyze and interpret data on the distribution of fossils and rocks, continental shapes, and seafloor structures to provide evidence of the past plate motions.

Earth's Systems:

7. TLW develop a model to describe the cycling of Earth's materials and the flow of energy that drives this process.
8. TLW develop a model to describe the cycling of water through Earth's systems driven by energy from the sun and the force of gravity.
9. TLW construct a scientific explanation based on evidence for how the uneven distributions of Earth's mineral, energy, and groundwater resources are the result of past and current geoscience processes.

Weather and Climate:

10. TLW collect data to provide evidence for how the motions and complex interactions of air masses results in changes in weather conditions.
11. TLW develop and use a model to describe how unequal heating and rotation of the Earth cause patterns of atmospheric and oceanic circulation that determine regional climates.
12. TLW ask questions to clarify evidence of the factors that have caused the rise in global temperatures over the past century.

Human Impact:

13. TLW analyze and interpret data on natural hazards to forecast future catastrophic events and inform the development of technologies to mitigate their effects.
14. TLW apply scientific principles to design a method for monitoring and minimizing a human impact on the environment.
15. TLW construct an argument supported by evidence for how increases in human population and per-capita consumption of natural resources impact Earth's systems.

Overview of Units of Instruction
High School Next Generation Physical Science Standards

Structure and Properties of Matter:

1. TLW use the periodic table as a model to predict the relative properties of elements based on the patterns of electrons in the outermost energy level of atoms.
2. TLW plan and conduct an investigation to gather evidence to compare the structure of substances at the bulk scale to infer the strength of electrical forces between particles.
3. TLW develop models to illustrate the changes in the composition of the nucleus of the atom and the energy released during the processes of fission, fusion, and radioactive decay.
4. TLW communicate scientific and technical information about why the molecular-level structure is important in the functioning of designed materials.

Chemical Reactions:

5. TLW construct and revise an explanation for the outcome of a simple chemical reaction based on the outermost electron states of atoms, trends in the periodic table, and knowledge of the patterns of chemical properties.
6. TLW develop a model to illustrate that the release or absorption of energy from a chemical reaction system depends upon the changes in total bond energy.
7. TLW apply scientific principles and evidence to provide an explanation about the effects of changing the temperature or concentration of the reacting particles on the rate at which a reaction occurs.
8. TLW refine the design of a chemical system by specifying a change in conditions that would produce increased amounts of products at equilibrium.
9. TLW use mathematical representations to support the claim that atoms, and therefore mass, are conserved during a chemical reaction.

Force's Interactions:

10. TLW analyze data to support the claim that Newton's second law of motion describes the mathematical relationship among the net force on a macroscopic object, its mass, and its acceleration.
11. TLW use mathematical representations to support the claim that the total momentum of a system of objects is conserved when there is no net force on the system.
12. TLW apply scientific and engineering ideas to design, evaluate, and refine a device that minimizes the force on a macroscopic object during a collision.
13. TLW use mathematical representations of Newton's Law of Gravitation and Coulomb's Law to describe and predict the gravitational and electrostatic forces between objects
14. TLW plan and conduct an investigation to provide evidence that an electric current can produce a magnetic field and that a changing magnetic field can produce an electric current.

Weather and Climate:

15. TLW create a computational model to calculate the change in the energy of one component in a system when the change in energy of the other component(s) and energy flows in and out of the system are known.
16. TLW develop and use models to illustrate that energy at the macroscopic scale can be accounted for as a combination of energy associated with the motions of particles (objects) and energy associated within the relative position of particles (objects).
17. TLW design, build, and refine a device that works within given constraints to convert one form of energy into another form of energy.
18. TLW plan and conduct an investigation to provide evidence that the transfer of thermal energy when two components of different temperature are combined within a closed system results in a more uniform energy distribution among the components in the system.
19. TLW develop and use a model of two objects interacting through electric or magnetic fields to illustrate the forces between objects and the changes in energy of the objects due to the interaction.

Human Impact:

20. TLW use mathematical representations to support a claim regarding relationships among the frequency, wavelength, and speed of waves traveling in various media.
21. TLW evaluate questions about the advantages of using a digital transmission and storage of information.
22. TLW evaluate the claims, evidence, and reasoning behind the idea that electromagnetic radiation can be described either by a wave model or a particle model, and that for some situations one model is more useful than the other.

Overview of Units of Instruction
High School Next Generation Life Science Standards

Structure and Function:

1. TLW construct an explanation based on evidence for how the structure of DNA determines the structure of proteins which carry out the essential functions of life through systems of specialized cells.
2. TLW develop and use a model to illustrate the hierarchical organization of interacting systems that provide specific functions within multicellular organisms
3. TLW plan and conduct an investigation to provide evidence that feedback mechanisms maintain homeostasis.

Matter and Energy in Organisms and Ecosystems:

4. TLW use a model to illustrate how photosynthesis transforms light energy into stored chemical energy.
5. TLW construct and revise an explanation based on evidence for how carbon, hydrogen, and oxygen from

sugar molecules may combine with other elements to form amino acids and/or other large carbon-based molecules.

6. TLW use a model to illustrate that cellular respiration is a chemical process whereby the bonds of food molecules and oxygen molecules are broken and the bonds in new compounds are formed resulting in a net transfer of energy.

7. TLW construct and revise an explanation based on evidence for the cycling of matter and flow of energy in aerobic and anaerobic conditions

8. TLW use mathematical representations to support claims for the cycling of matter and flow of energy among organisms in an ecosystem.

9. TLW develop a model to illustrate the role of photosynthesis and cellular respiration in the cycling of carbon among the biosphere, atmosphere, hydrosphere, and geosphere.

Interdependent Relationships in Ecosystems:

10. TLW use mathematical and/or computational representations to support explanations of factors that affect carrying capacity of ecosystems at different scales.

11. TLW use mathematical representations to support and revise explanations based on evidence about factors affecting biodiversity and populations in ecosystems of different scales.

12. TLW evaluate the claims, evidence, and reasoning that the complex interactions in ecosystems maintain relatively consistent numbers and types of organisms in stable conditions, but changing conditions may result in a new ecosystem.

13. TLW design, evaluate, and refine a solution for reducing the impacts of human activities on the environment and biodiversity.

14. TLW evaluate the evidence for the role of group behavior on individual and species' chances to survive and reproduce.

15. TLW create or revise a simulation to test a solution to mitigate adverse impacts of human activity on biodiversity

Inheritance and Variation :

16. TLW use a model to illustrate the role of cellular division (mitosis) and differentiation in producing and maintaining complex organisms.

17. TLW ask questions to clarify relationships about the role of DNA and chromosomes in coding the instructions for characteristic traits passed from parents to offspring.

18. TLW make and defend a claim based on evidence that inheritable genetic variations may result from various processes

19. TLW apply concepts of statistics and probability to explain the variation and distribution of expressed traits in a population.

Natural Selection and Evolution:

20. TLW communicate scientific information that common ancestry and biological evolution are supported by multiple lines of empirical evidence.

21. TLW construct an explanation based on evidence that the process of evolution primarily results from four factors: (1) the potential for a species to increase in number, (2) the heritable genetic variation of individuals in a species due to mutation and sexual reproduction, (3) competition for limited resources, and (4) the proliferation of those organisms that are better able to survive and reproduce in the environment.

22. TLW apply concepts of statistics and probability to support explanations that organisms with an advantageous heritable trait tend to increase in proportion to organisms lacking this trait

23. TLW construct an explanation based on evidence for how natural selection leads to adaptation of populations

24. TLW evaluate the evidence supporting claims that changes in environmental conditions may result in: (1) increases in the number of individuals of some species, (2) the emergence of new species over time, and (3) the extinction of other species.

Overview of Units of Instruction

High School Next Generation Earth and Space Science Standards

Space Systems:

1. TLW develop a model based on evidence to illustrate the life span of the sun and the role of nuclear fusion in the sun's core to release energy that eventually reaches Earth in the form of radiation
2. TLW construct and explanation of the Big Bang Theory based on astronomical evidence of light spectra, motion of distant galaxies, and composition of matter in the universe.
3. TLW communicate scientific ideas about the way stars, over their life cycle, produce elements
4. TLW use mathematical or computational representations to predict the motion of orbiting objects in the solar system.

History of Earth:

5. TLW evaluate evidence of the past and current movements of continental and oceanic crust and the theory of plate tectonics to explain the ages of crustal rocks.
6. TLW apply scientific reasoning and evidence from ancient Earth materials, meteorites, and other planetary surfaces to construct an account of Earth's formation and early history
7. TLW develop a model to illustrate how Earth's internal and surface processes operate at different spatial and temporal scales to form continental and ocean-floor features.

Earth's Systems:

8. TLW analyze geoscience data to make the claim that one change to Earth's surface can create feedbacks that cause changes to other Earth systems.
9. TLW develop a model based on evidence of Earth's interior to describe the cycling of matter by thermal convection.
10. TLW plan and conduct an investigation of the properties of water and its effects on Earth materials and surface processes.
11. TLW develop a quantitative model to describe the cycling of carbon among the hydrosphere, atmosphere, geosphere, and biosphere
12. TLW construct an argument based on evidence about the simultaneous coevolution of Earth's systems and life on Earth

Weather and Climate:

13. TLW use a model to describe how variations in the flow of energy into and out of Earth's systems result in changes in climate
14. TLW analyze geoscience data and the results from global climate models to make an evidence-based forecast of the current rate of global or regional climate change and associated future impacts to Earth systems.

Human Sustainability:

15. TLW construct an explanation based on evidence for how the availability of natural resources, occurrence of natural hazards, and changes in climate have influenced human activity
16. TLW evaluate competing design solutions for developing, managing, and utilizing energy and mineral resources based on cost-benefit ratios.
17. TLW create a computational simulation to illustrate the relationships among management of natural resources, the sustainability of human populations, and biodiversity
18. TLW evaluate or refine a technological solution that reduces impacts of human activities on natural systems.
19. TLW use a computational representation to illustrate the relationships among Earth systems and how those relationships are being modified due to human activity.

Overview of Units of Instruction
High School Next Generation Engineering Design Science Standards

Engineering Design:

1. TLW analyze a major global challenge to specify qualitative and quantitative criteria and constraints for solutions that account for societal needs and wants.
2. TLW design a solution to a complex real-world problem by breaking it down into smaller, more manageable problems that can be solved through engineering.
3. TLW evaluate a solution to a real-world problem based on prioritized criteria and trade-offs that account for a range of constraints, including cost, safety, reliability, and aesthetics, as well as possible social, cultural, and environmental impacts.
4. TLW use a computer simulation to model the impact of proposed solutions to a complex real-world problem with numerous criteria and constraints on interactions within and between systems relevant to the problem.

Overview of Units of Instruction
Kindergarten Social Studies Standards

History:

1. TLW use historical thinking to understand the past.

Geography:

2. TLW use geographic representations to acquire, process, and report information from a spatial perspective.
3. TLW understand how regions are created from common physical and human characteristics
4. TLW understand the effects of human-environment interactions.

Civics and Government:

5. TLW understand values and principles of American constitutional democracy.
6. TLW explain important rights and how, when, and where American citizens demonstrate their responsibilities by participating in government.

Economics:

7. TLW use fundamental principles and concepts of economics to understand economic activity in a market economy.

Public Discourse, Decision Making, and Citizen Involvement:

8. TLW clearly state a problem as a public policy issue, analyze various perspectives, and generate and evaluate possible alternative resolutions.
9. TLW communicate a reasoned position on a public issue.
10. TLW act constructively to further the public good.

**Overview of Units of Instruction
1st Grade Social Studies Standards**

<p>History:</p> <ol style="list-style-type: none"> 1. TLW use historical thinking to understand the past (Families).
<p>Geography:</p> <ol style="list-style-type: none"> 2. TLW use geographic representations to acquire, process, and report information from a spatial perspective. 3. TLW understand how regions are created from common physical and human characteristics 4. TLW understand how human activities help shape the Earth's surface. 5. TLW understand the effects of human-environment interactions.
<p>Civics and Government:</p> <ol style="list-style-type: none"> 6. TLW explain why people create governments. 7. TLW understand values and principles of American constitutional democracy. 8. TLW explain important rights and how, when, and where American citizens demonstrate their responsibilities by participating in government.
<p>Economics:</p> <ol style="list-style-type: none"> 9. TLW use fundamental principles and concepts of economics to understand economic activity in a market economy.
<p>Public Discourse, Decision Making, and Citizen Involvement:</p> <ol style="list-style-type: none"> 10. TLW clearly state a problem as a public policy issue, analyze various perspectives, and generate and evaluate possible alternative resolutions. 11. TLW communicate a reasoned position on a public issue. 12. TLW act constructively to further the public good.

**Overview of Units of Instruction
2nd Grade Social Studies Standards**

<p>History:</p> <ol style="list-style-type: none"> 1. TLW use historical thinking to understand the past (Communities).
<p>Geography:</p> <ol style="list-style-type: none"> 2. TLW use geographic representations to acquire, process, and report information from a spatial perspective. 3. TLW understand how regions are created from common physical and human characteristics 4. TLW understand how human activities help shape the Earth's surface. 5. TLW understand the effects of human-environment interactions.
<p>Civics and Government:</p> <ol style="list-style-type: none"> 6. TLW explain why people create governments. 7. TLW understand values and principles of American constitutional democracy. 8. TLW describe the structure of government in the United States and how it functions to serve citizens. 9. TLW explain important rights and how, when, and where American citizens demonstrate their responsibilities by participating in government.

Economics:

10. TLW use fundamental principles and concepts of economics to understand economic activity in a market economy.

Public Discourse, Decision Making, and Citizen Involvement:

11. TLW clearly state a problem as a public policy issue, analyze various perspectives, and generate and evaluate possible alternative resolutions.

12. TLW communicate a reasoned position on a public issue.

13. TLW act constructively to further the public good.

Overview of Units of Instruction 3rd Grade Social Studies Standards

History:

1. TLW use historical thinking to understand the past (Michigan studies).

Geography:

2. TLW use geographic representations to acquire, process, and report information from a spatial perspective.

3. TLW understand how regions are created from common physical and human characteristics

4. TLW understand how human activities help shape the Earth's surface.

5. TLW understand the effects of human-environment interactions.

Civics and Government:

6. TLW explain why people create governments.

7. TLW understand values and principles of American constitutional democracy.

8. TLW describe the structure of government in the United States and how it functions to serve citizens.

9. TLW explain important rights and how, when, and where American citizens demonstrate their responsibilities by participating in government.

Economics:

10. TLW use fundamental principles and concepts of economics to understand economic activity in a market economy.

11. TLW use fundamental principles and concepts of economics to understand economic activity in the United States.

12. TLW use fundamental principles and concepts of economics to understand economic activity in the global economy.

Public Discourse, Decision Making, and Citizen Involvement:

13. TLW clearly state a problem as a public policy issue, analyze various perspectives, and generate and evaluate possible alternative resolutions.

14. TLW communicate a reasoned position on a public issue.

15. TLW act constructively to further the public good.

**Overview of Units of Instruction
4th Grade Social Studies Standards**

History:

1. TLW use historical thinking to understand the past (Michigan studies).

Geography:

2. TLW use geographic representations to acquire, process, and report information from a spatial perspective.
3. TLW understand how regions are created from common physical and human characteristics
4. TLW understand how human activities help shape the Earth's surface.
5. TLW understand the effects of human-environment interactions.

Civics and Government:

6. TLW explain why people create governments.
7. TLW understand values and principles of American constitutional democracy.
8. TLW describe the structure of government in the United States and how it functions to serve citizens.
9. TLW explain important rights and how, when, and where American citizens demonstrate their responsibilities by participating in government.

Economics:

10. TLW use fundamental principles and concepts of economics to understand economic activity in a market economy.
11. TLW use fundamental principles and concepts of economics to understand economic activity in the United States.
12. TLW use fundamental principles and concepts of economics to understand economic activity in the global economy.

Public Discourse, Decision Making, and Citizen Involvement:

13. TLW clearly state a problem as a public policy issue, analyze various perspectives, and generate and evaluate possible alternative resolutions.
14. TLW communicate a reasoned position on a public issue.
15. TLW act constructively to further the public good.

Overview of Units of Instruction 5th Grade Social Studies Standards

Era 1 - Beginnings to 1620:

1. TLW describe the life of peoples living in North America before European exploration
2. TLW identify the causes and consequences of European exploration and colonization.
3. TLW describe the lives of peoples living in western Africa prior to the 16th century.
4. TLW describe the environmental, political, and cultural consequences of the interactions among European, African, and American Indian peoples in the late 15th through the 17th century.

Era 2 - Colonization and Settlement :

5. TLW compare the regional settlement patterns and describe significant developments in Southern, New England, and the mid-Atlantic colonies.
6. TLW analyze the development of the slave system in the Americas and its impact upon the life of Africans.
7. TLW distinguish among and explain the reasons for regional differences in colonial America.

Era 3 - Revolution and the New Nation:

8. TLW identify the major political, economic, and ideological reasons for the American Revolution.
9. TLW explain the multi-faceted nature of the American Revolution and its consequences.
10. TLW explain some of the challenges faced by the new nation under the Articles of Confederation, and analyze the development of the Constitution as a new plan for governing.

Public Discourse, Decision Making, and Citizen Involvement:

11. TLW clearly state a problem as a public policy issue, analyze various perspectives, and generate and evaluate possible alternative resolutions.
12. TLW communicate a reasoned position on a public issue.
13. TLW act constructively to further the public good.

Overview of Units of Instruction 6th Grade Social Studies Standards

History:

1. TLW evaluate evidence, compare and contrast information, interpret the historical record, and develop sound historical arguments and perspectives on which informed decisions in contemporary life can be based.
2. TLW explain the basic features and differences between hunter-gatherer societies and pastoral nomads.
3. TLW describe and differentiate defining characteristics of early civilization and pastoral societies, where they emerged, and how they spread.
4. TLW analyze the civilizations and empires that emerged during this era, noting their political, economic, and social systems, and their changing interactions with the environment.
5. TLW analyze the innovations and social, political, and economic changes that occurred through the emergence of agrarian societies of Mesoamerica and Andean South America and the subsequent urbanization and trading economies that occurred in the region.

Geography:

6. TLW describe the relationships between people, places, and environments by using information that is in a geographic (spatial) context.
7. TLW describe the cultural groups and diversities among people that are rooted in particular places and in human constructs called regions. Analyze the physical and human characteristics of places and regions.
8. TLW describe the physical processes that shape the Earth's surface which, along with plants and animals, are the basis for both sustaining and modifying ecosystems.
9. TLW explain that human activities may be seen on Earth's surface.
10. TLW explain that the physical environment is modified by human activities, which are influenced by the ways in which human societies value and use Earth's natural resources, and by Earth's physical features and processes.

Civics and Government:

11. TLW analyze how people identify, organize, and accomplish the purposes of government.
12. TLW describe the major activities of government, including making and enforcing laws, providing services and benefits to individuals and groups, assigning individual and collective responsibilities, generating revenue, and providing national security.
13. TLW explain that nations interact with one another through trade, diplomacy, treaties and agreements, humanitarian aid, economic sanctions and incentives, and military force, and threat of force.

Economics:

14. TLW describe the market economy in terms of the relevance of limited resources, how individuals and institutions make and evaluate decisions, the role of incentives, how buyers and sellers interact to create markets, how markets allocate resources, and the economic role of government in a market economy.
15. TLW use economic concepts, terminology, and data to identify and describe how a national economy functions and to study the role of government as a provider of goods and services within a national economy.
16. TLW analyze reasons for individuals and businesses to specialize and trade, why individuals and businesses trade across international borders, and the comparisons of the benefits and costs of specialization and the resulting trade for consumers, producers, and governments.

Public Discourse, Decision Making, and Citizen Involvement:

17. TLW clearly state a problem as a public policy issue, analyze various perspectives, and generate and evaluate possible alternative resolutions.
18. TLW act constructively to further the public good.

**Overview of Units of Instruction
7th Grade Social Studies Standards**

History:

1. TLW evaluate evidence, compare and contrast information, interpret the historical record, and develop sound historical arguments and perspectives on which informed decisions in contemporary life can be based.
2. TLW explain the basic features and differences between hunter-gatherer societies and pastoral nomads. Analyze and explain the geographic, environmental, biological, and cultural processes that influenced the rise of the earliest human communities, the migration and spread of people throughout

the world, and the causes and consequences of the growth of agriculture.

3. TLW describe and differentiate defining characteristics of early civilization and pastoral societies, where they emerged, and how they spread.

4. TLW analyze classical civilizations and empires and the emergence of major world religions and large-scale empires.

Geography:

5. TLW study the relationships between people, places, and environments by using information that is in a geographic (spatial) context.

6. TLW describe the cultural groups and diversities among people that are rooted in particular places and in human constructs called regions. Analyze the physical and human characteristics of places and regions.

7. TLW describe the physical processes that shape the Earth's surface which, along with plants and animals, are the basis for both sustaining and modifying ecosystems.

8. TLW explain that human activities may be seen on Earth's surface. Human systems include the way people divide the land, decide where to live, develop communities that are part of the larger cultural mosaic, and engage in the cultural diffusion of ideas and products within and among groups.

9. TLW explain that the physical environment is modified by human activities, which are influenced by the ways in which human societies value and use Earth's natural resources, and by Earth's physical features and processes.

Civics and Government:

10. TLW analyze how people identify, organize, and accomplish the purposes of government

11. TLW describe the major activities of government, including making and enforcing laws, providing services and benefits to individuals and groups, assigning individual and collective responsibilities, generating revenue, and providing national security.

12. TLW explain that nations interact with one another through trade, diplomacy, treaties and agreements, humanitarian aid, economic sanctions and incentives, and military force and threat of force.

Economics:

13. TLW describe the market economy in terms of the relevance of limited resources, how individuals and institutions make and evaluate decisions, the role of incentives, how buyers and sellers interact to create markets, how markets allocate resources, and the economic role of government in a market economy.

14. TLW use economic concepts, terminology, and data to identify and describe how a national economy functions. They study the role of government as a provider of goods and services within a national economy.

15. TLW analyze reasons for individuals and businesses to specialize and trade, why individuals and businesses trade across international borders, and the comparisons of the benefits and costs of specialization and the resulting trade for consumers, producers, and governments.

Public Discourse, Decision Making, and Citizen Involvement:

17. TLW clearly state a problem as a public policy issue, analyze various perspectives, and generate and evaluate possible alternative resolutions.

18. TLW act constructively to further the public good.

Overview of Units of Instruction
8th Grade Social Studies Standards

Political and Intellectual Transformations:

1. TLW describe the Ideas, experiences, and interactions that influenced the colony's decisions to declare independence.

USHG Era 3 - Revolution and the New Nation:

2. TLW explain the challenges faced by the new nation and analyze the development of the Constitution as a new plan for governing.

USHG Era 4 - Expansion and Reform (1792-1861):

3. TLW analyze the challenges the new government faced and the role of political and social leaders in meeting these challenges.
4. TLW describe and analyze the nature and impact of the territorial, demographic, and economic growth in the first three decades of the new nation using maps, charts, and other evidence.
5. TLW analyze the growth of antebellum American reform movements.

USHG Era 5 - Civil War and Reconstruction (1850-1877):

6. TLW analyze and evaluate the early attempts to abolish or contain slavery and to realize the ideals of the Declaration of Independence.
7. TLW evaluate the multiple causes, key events, and complex consequences of the Civil War.
8. TLW using evidence, develop an argument regarding the character and consequences of Reconstruction.

Public Discourse, Decision Making, and Citizen Involvement:

9. TLW clearly state a problem as a public policy issue, analyze various perspectives, and generate and evaluate possible alternative resolutions.
10. TLW act constructively to further the public good.

Overview of Units of Instruction World History and Geography

Foundations WHG 1-3:

1. TLW explain and use key conceptual devices world historians/geographers use to organize the past including periodization schemes and different spatial frames .
2. TLW explain the way that the world religions or belief systems of Hinduism, Judaism, Confucianism, Buddhism, Christianity, and Islam grew
3. TLW identify the location and causes of frontier interactions and conflicts, and internal disputes between cultural, social and/or religious groups in classical China, the Mediterranean world, and south Asia (India) prior to 300 C.E.

WHG Era 4::

4. TLW analyze important hemispheric interactions and temporal developments during an era of increasing regional power, religious expansion, and the collapse of some empires.
5. TLW analyze and compare important hemispheric interactions and cross-regional developments, including the growth and consequences of an interregional system of communication, trade, and culture exchange during an era of increasing regional power and religious expansion.
6. TLW analyze important regional developments and cultural changes, including the growth of states, towns, and trade in Africa south of the Sahara, Europe, the Americas, and China.

WHG Era 5:

7. TLW analyze the global impact and significant developments caused by transoceanic travel and the linking of all the major areas of the world by the 18th century.
8. TLW analyze the impact of oceanic travel on interregional interactions.
9. TLW analyze the important regional developments and cultural changes in Asia, Russia, Europe and the Americas.

WHG Era 6:

10. TLW evaluate the causes, characteristics, and consequences of revolutions of the intellectual, political and economic structures in an era of increasing global trade and consolidations of power.
11. TLW analyze and compare the interregional patterns of nation.
12. TLW analyze the important regional developments and political, economic, and social transformations in Europe, Japan, China, and Africa.

WHG Era 7:

13. TLW analyze changes in global balances of military, political, economic, and technological power and influence in the first half of the 20th century.
14. TLW assess the interregional causes and consequences of the global wars and revolutionary movements during this era.
15. TLW explain regional continuity and change in Russia, Asia, the Americas, the Middle East, and Africa.

WHG Era 8:

16. TLW analyze the global reconfigurations and restructuring of political and economic relationships in the Post-World War II era.
17. TLW assess and compare the regional struggles for and against independence, decolonization, and democracy across the world.

Contemporary Global Issues:

18. TLW evaluate the events, trends and forces that are increasing global interdependence and expanding global networks and evaluate the events, trends and forces that are attempting to maintain or expand autonomy of regional or local networks.

**Overview of Units of Instruction
U.S. History and Geography**

USHG Era 6:

1. TLW explain the causes and consequences – both positive and negative – of the Industrial Revolution and America's growth from a predominantly agricultural, commercial, and rural nation to a more industrial and urban nation between 1870 and 1930.
2. TLW describe and analyze the major changes – both positive and negative – in the role the United States played in world affairs after the Civil War, and explain the causes and consequences of this changing role.
3. TLW select and evaluate major public and social issues emerging from the changes in industrial, urban, and global America during this period; analyze the solutions or resolutions developed by Americans, and their consequences.

USHG Era 7:

4. TLW evaluate the key events and decisions surrounding the causes and consequences of the global depression of the 1930s and World War II.
5. TLW examine the causes and course of World War II, and the effects of the war on United States society and culture, including the consequences for United States involvement in world affairs.

USHG Era 8:

6. TLW identify, analyze, and explain the causes, conditions, and impact of the Cold War Era on the United States.
7. TLW examine, analyze, and explain demographic changes, domestic policies, conflicts, and tensions in Post- WWII America.
8. TLW examine and analyze the Civil Rights Movement using key events, people, and organizations.

USHG Era 9:

9. TLW explain the impact of globalization on the United States' economy, politics, society and role in the world.
10. TLW examine the shifting role of United States on the world stage during the period from 1980 to the present.

Overview of Units of Instruction

Civics

<p>Conceptual Foundations of Civic and Political Life:</p> <ol style="list-style-type: none"> 1. TLW explain the meaning of civic life, politics, and government through the investigation of questions 2. TLW describe constitutional government and contrast it with other forms of government through the investigation of questions.
<p>Origins and Foundations of Government of the United States of America:</p> <ol style="list-style-type: none"> 3. TLW explain the fundamental ideas and principles of American constitutional government and their philosophical and historical origins through investigation of questions 4. TLW explain how the American idea of constitutional government has shaped a distinctive American society through the investigation of questions
<p>Structure and Functions of Government in the United States of America:</p> <ol style="list-style-type: none"> 5. TLW describe how the national government is organized and what it does through the investigation of questions. 6. TLW identify how power and responsibility are distributed, shared, and limited in American constitutional government through the investigation of questions. 7. TLW describe how state and local governments are organized and what they do through the investigation of questions. 8. TLW explain why the rule of law has a central place in American society through the investigation of questions. 9. TLW describe the roles of political parties, interest groups, the media, and individuals in determining and shaping public policy through the investigation of questions.
<p>The United States of America and World Affairs</p> <ol style="list-style-type: none"> 10. TLW describe the formation and implementation of U.S. foreign policy through such questions 11. TLW identify the roles of the United States of America in international institutions and affairs through the investigation of questions
<p>Citizenship in the United States of America</p> <ol style="list-style-type: none"> 12. TLW describe the meaning of citizenship in the United States through the investigation of questions. 13. TLW describe how one becomes a citizen in the United States through birth or naturalization by investigating through questions 14. TLW identify the rights of citizenship by investigating the question: What are the personal, political, and economic rights of citizens in the United States? 15. TLW identify the responsibilities associated with citizenship in the United States and the importance of those responsibilities in a democratic society through the investigation of questions. 16. TLW explain why particular dispositions in citizens are considered important to the preservation of American constitutional government by investigating the question: What dispositions or character traits are considered important to the preservation of American constitutional government?

Overview of Units of Instruction Economics

The Market Economy:

1. TLW explain and demonstrate how economic organizations confront scarcity and market forces when organizing, producing, using, and allocating resources to supply the marketplace.
2. TLW analyze how the functions and constraints of business structures, the role of price in the market, and relationships of investment to productivity and growth, impact competitive markets.
3. TLW compare how supply, demand, price, equilibrium, elasticity, and incentives affect the workings of a market.
4. TLW describe the varied ways government can impact the market through policy decisions, protection of consumers, and as a producer and consumer of goods and services, and explain how economic incentives affect government decisions.

The National Economy of the United States of America :

5. TLW describe inflation, unemployment, output, and growth, and the factors that cause changes in those conditions, and describe the role of money and interest rates in national markets.
6. TLW analyze how governmental decisions on taxation, spending, protections, and regulation impact macroeconomic goals.

The International Economy:

7. TLW explain how different economic systems, including free market, command, and mixed systems, coordinate and facilitate the exchange, production, distribution, and consumption of goods and services.
8. TLW describe how trade generates economic development and interdependence and analyze the resulting challenges and benefits for individuals, producers, and government.

Personal Finance:

9. TLW describe and demonstrate how the economic forces of scarcity and opportunity costs impact individual and household choices.

Tab E

SECTION E

METHODS OF PUPIL ASSESSMENT

Assessment

To ensure we have high student achievement, it is necessary to regularly measure or assess students' progress in learning. Data has been an essential tool that we have used to vastly improve our academic standing with our contract and status with the Michigan Department of Education.

The following are the ways we measure student learning at Bay City Academy:

Formative Assessments:

- a. All teachers routinely give assessments to their students on various lessons and units of study. These assessments are graded and make up the report card grade that parents receive. At both schools, a standards based report card has been used to adequately measure not only student progress but character education as well.
- b. Students are tested several times per year with the BAS (grades K-10) or MLPP (grades K-2). These are nationally normed tests of reading fluency and comprehension that tell at which grade level an individual student can read fluently and comprehend successfully. These results are reported to parents on our report cards.
- c. NWEA tests are administered three times a year in Reading and Math encompassing grades 1st through 8th, and Science, grades 3rd through 8th. At the end of each year, we are able to measure academic growth. We are also able to show school-wide performance of students at grade level and growth of students for the year.
- d. Critical math standards are assessed through our FIM (Focused Instructional Model) biweekly. This data is used to directly drive instruction for small groups. The FIM program, as developed by the Institute for Educational Excellence, was originally subsidized through a grant from the LSSU Charter School Office. We have continued to use FIM as part of our Title 1 program as a school wide math initiative.
- e. Cooperative and individual projects in various subjects are frequently assigned and assessed by teachers. These are designed for students to demonstrate learning within our curriculum. At BCA and NCA we encourage our teachers to not only assess in traditional means, but we also seek assessments built on public speaking, writing, and project based learning activities that promote active learning.

Summative Assessments:

- a. The M-STEP test is delivered online once a year and is required by the State of Michigan for students in grades 3-8. Students will be assessed in reading and math, with the potential of additional science or social studies test based on grade level. MI Access is the alternate assessment prescribed to Special Education students based on their IEP's
- b. The PSAT test is administered once a year to students in grades 9 and 10. Students are assessed in reading, writing, and math. The SAT suite of assessments is given in accordance with state requirements to 11th grade students each spring.

Bay City Academy's internal and external assessments are aligned with LSSU's Educational Goals and consistent with the Charter School Office Policy 3.5, Monitoring Achievement of Educational Goals.

1. BCA strives to prepare students to meet or exceed grade level targets and achievement standards using NWEA RIT scores and CCR goals
 2. BCA students in grades 1-8 are assessed using the NWEA computer adaptive test in the Fall, Winter, and Spring.
 3. BCA students in grades 9 and 10 are administered the PSAT and 11th grade students take the SAT suite of assessments.
 4. BCA Students in grades 3-8 take the MSTEP state assessment each Spring.
- All Bay City Academy assessments are given with a purpose. They are aligned with our vision and mission.

Bay City Academy students take the NWEA MAP or Performance Series test three times a year, during fall, winter, and spring windows. Students are all assessed in reading and math, with science tested beginning in grade 3 and up. Bay City Academy staff takes pride in the amount of knowledge and use of the data given through the NWEA assessment. It is our premier test that we use as a district. Data is gathered immediately by the Academy principals to inform instruction in the classroom by the teachers. Classroom teachers are able to identify a student's strengths and challenges for whole as well as small group instruction. Support or Title 1 staff use NWEA data to best administer additional core instructional time to those students who are struggling. Professional Development with NWEA is ongoing. NWEA professional development is provided to teachers before school begins in the fall on administering the assessment, after fall and winter testing on how to use the data to inform instruction, and in the spring to guide teachers to accurately inform parents and the following year's teacher as to the progress of the student.

Tab F

SECTION F

APPLICATION AND ENROLLMENT OF STUDENTS

Application and Enrollment Requirements

Bay City Academy

Enrollment Limits

The Academy will offer Kindergarten through twelfth grade. The maximum enrollment shall be 500 students. The Academy will annually adopt maximum enrollment figures prior to its application and enrollment period.

Requirements

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

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

Application and Enrollment Requirements

Bay City Academy

Application Process

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

Legal Notice

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

Application and Enrollment Requirements

Bay City Academy

Re-enrolling Students

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

Application and Enrollment Requirements

Bay City Academy

Random Selection Drawing

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

Prior to the application period, the Academy shall:

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

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

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

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

Tab G

SECTION G

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

School Calendar

The Academy's school calendar shall comply with the Code and the School Aid Act of 1979 (MCL 388.1701). The Academy Board must submit a copy of the Academy's school calendar to the University Board.

School Day Schedule

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

School Day Schedule

Farragut Campus – Grades K-5

7:30 am	Building opens for Breakfast
8:00 am	Students to be in Classrooms for attendance
3:15 pm	Dismissal

Farragut Campus – Grades 6-11

7:30 am	Building opens for Breakfast
8:00 am	Students to be in Classrooms for attendance
8:00am – 8:55am	1 st Period
8:58am – 9:53am	2 nd Period
9:56am – 10:51am	3 rd Period
10:54am – 11:52am	4 th Period
11:52am – 12:21pm	Lunch
12:24pm – 1:19pm	5 th Period
1:22pm – 2:14pm	6 th Period
2:17pm – 3:15pm	7 th Period

North Central Academy Campus – Grades K-5

7:30 am	Building opens for Breakfast
8:00 am	Students to be in Classrooms for attendance
3:15 pm	Dismissal

North Central Academy Campus – Grades 6-12

7:30 am	Building opens for Breakfast
8:00 am	Students to be in Classrooms for attendance
8:00am – 8:55am	1 st Period
8:58am – 9:53am	2 nd Period
9:56am – 10:51am	3 rd Period
10:54am – 11:52am	4 th Period
11:52am – 12:21pm	Lunch
12:24pm – 1:19pm	5 th Period
1:22pm – 2:14pm	6 th Period
2:17pm – 3:15pm	7 th Period

School Day Schedule

Farragut School Campus Grades K-4

7:30 am	Building opens for breakfast
7:45 am	Classrooms open. Students may go directly to classroom
8:00 am	Students to be in classroom. Attendance taken
3:15 pm	Dismissal

Madison Arts Campus Grades K-8

8:30 - 8:38 am	Homeroom
8:38 - 9:35 am	1 st hour
9:38 - 10:35 am	2 nd hour
10:38 - 11:35 am	3 rd hour
11:38 am - 12:35 pm	4 th hour
12:35 - 12:55 pm	Lunch
12:58 - 1:55 pm	5 th hour
1:58 - 2:55 pm	6 th hour
2:58 - 3:55 pm	7 th hour

North Central Academy Campus Grades K-6

7:45 am	Building opens for breakfast
8:00 am	Classes ready to begin. Attendance taken
3:15 pm	Classes dismissed

Grades 7 -12

8:00- 8:55 am	1 st hour
8:58 - 9:53 am	2 nd hour
9:56 - 10:51 am	3 rd hour
10:54 - 11:49 pm	4 th hour
11:49 am -12:15 pm	Lunch
12:15 - 1:12 pm	5 th hour
1:15 - 2:13 pm	6 th hour
2:16 - 3:15 pm	7 th hour

1st Semester	1ST	2ND	3RD	4TH	5TH	6TH	7th
2017-2018	8:00-8:55	8:58-9:53	9:56-10:51	10:54-11:49	12:24-1:19	1:22-2:17	2:19-3:15
GIBAS	ELA 9	ELA-10	ELA-8	CIVICS/ECON 9	SS-8		US HISTORY 10
DULAC		MATH 8	ALGEBRA 9	Math 7	GEOMETRY 10	INTERVENTION 7-10	MATH 8
MURPHY	Study SKILLS 7		ELA 6 WRITING	ELA 6 READING	STUDY SKILLS 7	SS-6	ELA 7
MESSBARGER	BAND 8, 10	BAND 6,7,9	ELEM	ELEM		Choir 7-10	ELEM
RICE	PE 7-8, 10	PE 9	SPANISH 10	FINANCE 8	PE 6	ADMIN	ADMIN
HUGO	SCIENCE 6		SCIENCE 7	BIOLOGY 10	Physical Science 9	Computers 7-10	SCIENCE 8
DOUD	ART 7-8, 10	ART 6, 7	ELEM		ELEM	Cooking 7-10	ART 9
SPENCE	STUDY SKILLS 8,10	DISTRICT	DISTRICT	DISTRICT	DISTRICT	STUDY SKILLS 8-10	STUDY SKILLS 9
KERN		RECESS	ELEM	ELEM/LUNCH	SS 7	ELEM	ELEM
LOPEZ		STUDY SKILLS 6		LUNCH DUTY	STUDY SKILLS 6		

PREP

NCA Master Reporting Schedule 2017-2018

August		
	15	Board Meeting 5:30 p.m. at Farragut Building
	21	Leaders Report
	22-23	Office Staff Report for Training and Professional Development
	24 - 25	New Staff Training and Professional Development
	28 - 31	All Staff Training and Professional Development
	31	Back to School Open House 4:00p.m. - 6:00 p.m.
September		
	1	All Staff Training and Professional Development
	4	Labor Day - No School
	5	School Begins All Grades - Full Day; 1/2 days for Kindergarten September 5,6,7,8
	11 - 29	District NWEA Testing Window
	15	Constitution Day - School in Session - Full Day
	19	Board Meeting 5:30 p.m. at Farragut Building
	29	Staff Professional Development #1 12:30 p.m. - 3:30 p.m. Half day, students dismissed at 12:15 p.m.
October		
	3	Picture Day K-12
	4	Fall Count Day
	17	Board Meeting 5:30 p.m. at North Central Academy
November		
	3	End of First Quarter
	6	Staff Professional Development #2 - No School
	10	Veterans Appreciation Day - School in Session - Full Day
	14	Picture Retake Day
	14	Board Meeting 5:30p.m. at Farragut Building
	16	Parent-Teacher Conferences: 3:30 p.m. - 7:30 p.m. and by appointment
	17	Parent-Teacher Conferences 1:00-4:00 pm Half Day, students dismissed at 12:15 p.m.
	22-24	Thanksgiving Break - No School
	27	Classes resume
December		
	22-30	Winter Break - No School
January		
	1, 2	Winter Break - No School
	3	School Resumes
	15-31	District NWEA Testing Window
	15	Martin Luther King Day School in Session - Full Day
	16	Board Meeting 5:30 p.m. at Farragut Building
	19	End of First Semester/ End of Second Quarter
February		
	1-9	District NWEA Testing Window
	13	Board Meeting 5:30 p.m. at Farragut Building
	14	Winter Count Day
	19	Presidents Day - No School
March		
	13	Board Meeting at 5:30 p.m. at Farragut Building
	16	Staff Professional Development #3 12:30 p.m. - 3:30 p.m. Half day, students dismissed at 12:15 p.m.
	23	End of Third Quarter
	26-30	Spring Break - No School
April		
	2	Spring Break - No School
	2-30	District NWEA Testing Window
	3	School Resumes
	17	Board Meeting 5:30 p.m. at North Central Academy
May		
	15	Board Meeting 5:30 p.m. at Farragut Building
	28	Memorial Day - No School
June		
	12	Board Meeting 5:30p.m. at Farragut Building
	13	Last day of school for students Half Day, students dismissed at 12:15p.m.
	14	Last day of school for teachers
		Total Days of School: 182
		Instructional Hours: 1227.14
		Staff Reporting Days: 190
		Staff Professional Development Days: 9
		Revised: 9-29-17 aw

1st Semester	1ST	2ND	3RD	4TH	5TH	6TH	7th
2017-2018	8:00-9:00	9:03-10:00	10:03-11:00	11:03-12:00	12:00-12:20	12:23-2:20	2:23-3:15
SPENCE	DISTRICT	STUDY SKILLS 8-10	DISTRICT	DISTRICT	LUNCH	STUDY SKILLS 8	STUDY SKILLS 9-10
LOPEZ	ELEM	STUDY SKILLS 6	ELEM	ELEM	LUNCH		STUDY SKILLS 6
MURPHY	SS 6	STUDY SKILLS 7	LA 6	WRITING 6	LUNCH	WRITING 7	
PLETZKE	SCIENCE 10	DEBATE 6-10	SCIENCE 8	SCIENCE 7	LUNCH	SCIENCE 6	
GIBAS	ENGLISH 9		ELA 8	SS 9	LUNCH	SS 10	SS-8
DULAC	MATH 8	INTERVENTION 6-10	MATH 9	MATH 10	LUNCH	MATH 6	
RICE	ELEM PE	PE 6-10	ADMIN	HEALTHY HABITS 8	LUNCH	ADMIN	PE 6
MESSBARGER	ELEM	CHOIR 6-10	ELEM		LUNCH	ELEM	BAND 6,7,9,10
DOUD	ELEM	ART 6-10	ART 9		LUNCH	ELEM	COOKING 7, 10
KERN	SS 7		ELEM	ELEM	LUNCH	LIFE SKILLS 8	HEALTH 9
DONER	TITLE	TITLE	TITLE	TITLE	LUNCH	TITLE	TITLE

PREP

ss elective math science la la elective

EICH	ART 12:00-12:45 TUES, FRI	PE 100-10:30	MUSIC 1:45-2:15
RUPPRECHT	ART 12-12:45 MON. THURS	PE 8:30-9 RICE	MUSIC 1:45-2:15
JOHNSTONE	ART WED 12-12:45 FRI 12:50-1:35	PE 10:30-11	MUSIC 12:55-1:25 FRIDAY MUSIC FROM 11:15-11:45
PLETZKE	ART MONDAY 8:10-8:55 WEDNESDAY 12:50-1:35	PE 1:45-2:15 DOUD	MUSIC 10:45-11:15
BERTAPELLE	ART 8:10-8:55 TUES, THURS	PE 11-11:30	MUSIC 12:20-12:50
TIMM	ART 8:10-8:55 WED, FRI	PE 12:40-1:10	MUSIC 10:10-10:40

BCA Master Reporting Schedule 2017-2018

August		
	15	Board Meeting 5:30 p.m. at Farragut Building
	21	Leaders Report
	22-23	Office Staff Report for Training and Professional Development
	24 - 25	New Staff Training and Professional Development
	28 - 31	All Staff Training and Professional Development
	31	Back to School Open House 4:00 p.m. - 6:00 p.m.
September		
19	1	All Staff Training and Professional Development
	4	Labor Day - No School
	5	School Begins All Grades - Full Day; 1/2 days for Kindergarten September 5,6,7,8
	11-29	District NWEA Testing Window
	18	Constitution Day - School in Session - Full Day
	19	Board Meeting 5:30 p.m. at Farragut Building
	29	Staff Professional Development #1 12:30 p.m. - 3:30 p.m. Half day, students dismissed at 12:15 p.m.
October		
22	4	Fall Count Day
	13	Staff Professional Development #2 12:30 p.m. - 3:30 p.m. Half day, students dismissed at 12:15 p.m.
	17	Board Meeting 5:30 p.m. at North Central Academy
November		
19	1	No School Staff Professional Development #3
	3	End of First Quarter
	10	Veterans Appreciation Day - School in Session - Full Day
	14	Board Meeting 5:30 p.m. at Farragut Building
	16	Half Day, students dismissed at 12:15 p.m. Parent-Teacher Conferences: 1:00 p.m. - 7:30 p.m.
	17	Half Day, students dismissed at 12:15 p.m. Staff dismissed at 1:00 p.m.
	22-24	Thanksgiving Break - No School
	27	Classes resume
December		
15	22-30	Winter Break - No School
January		
21	1, 2	Winter Break - No School
	3	School Resumes
	15-31	District NWEA Testing Window
	15	Martin Luther King Day School in Session - Full Day
	16	Board Meeting 5:30 p.m. at Farragut Building
	19	End of First Semester/ End of Second Quarter
	19	Staff Professional Development #4 12:30 p.m.- 3:30 p.m. Half day, students dismissed at 12:15 p.m.
February		
18	1-9	District NWEA Testing Window
	5	No School
	7	Winter Count Day
	13	Board Meeting 5:30 p.m. at Farragut Building
	16	Staff Professional Development #5 12:30 p.m. - 3:30 p.m. Half day, students dismissed at 12:15 p.m.
	19	President's Day - No School
March		
21	13	Board Meeting 5:30 p.m. at Farragut
	16	Staff Professional Development #6 12:30 p.m. - 3:30 p.m. Half day, students dismissed at 12:15 p.m.
	23	End of Third Quarter
	28	Half Day, students dismissed at 12:15 p.m. Parent-Teacher Conferences: 1:00 p.m. - 7:30 p.m.
	29	Half Day, students dismissed at 12:15 p.m. Staff dismissed at 1:00 p.m.
	30	Good Friday- No School
April		
16	2-6	Spring Break - No School
	9	School Resumes
	9-30	District NWEA Testing Window
	17	Board Meeting 5:30 p.m. at North Central Academy
	27	Staff Professional Development #7 12:30 p.m. - 3:30 p.m. Half day, students dismissed at 12:15 p.m.
May		
22	15	Board Meeting 5:30 p.m. at Farragut
	18	Staff Professional Development #8 12:30 p.m. - 3:30 p.m. Half day, students dismissed at 12:15 p.m.
	28	Memorial Day - No School
June		
	12	Board Meeting 5:30 p.m. at Farragut Building
9	13	Last day of school for students Half Day, students dismissed at 12:15 p.m.

	14	Last day of school for teachers
		Total Days of School: 182
		Instructional Hours: 1209.10
		Staff Reporting Days: 191
		Staff Professional Development Days: 10.5
		Revised: 4-21--17 aw

ELEMENTARY SPECIALS

MUSIC	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
10:00-10:30	PLETZKE	PLETZKE	PLETZKE	PLETZKE	PLETZKE
10:45-11:15	BERTAPELLE (4)	BERTAPELLE	BERTAPELLE	BERTAPELLE	BERTAPELLE
11:50-12:20	EICH, COLOSKEY (1)	EICH, COLOSKEY	EICH, COLOSKEY	EICH, COLOSKEY	EICH, COLOSKEY
2:20-2:50	JOHNSTONE (2)	JOHNSTONE	JOHNSTONE	JOHNSTONE	JOHNSTONE
2:50-3:15	JOHNSTONE	JOHNSTONE	JOHNSTONE	JOHNSTONE	JOHNSTONE

PE

10:00-10:30	JOHNSTONE (2)	JOHNSTONE	JOHNSTONE	JOHNSTONE	JOHNSTONE
10:35-11:05	JOHNSTONE	JOHNSTONE	JOHNSTONE	JOHNSTONE	JOHNSTONE
1:25-1:55	EICH, COLOSKEY (1)	EICH, COLOSKEY	EICH, COLOSKEY	EICH, COLOSKEY	EICH, COLOSKEY
2:05-2:35	PLETZKE (3)	PLETZKE	PLETZKE	PLETZKE	PLETZKE
2:45-3:15	BERTAPELLE (4)	BERTAPELLE	BERTAPELLE	BERTAPELLE	BERTAPELLE

ART

10:00-10:45	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
12:30-1:15	EICH, COLOSKEY	BERTAPELLE	JOHNSTONE 10:30-11:15	BERTAPELLE	EICH, COLOSKEY
	PLETZKE	JOHNSTONE	PLETZKE	JOHNSTONE	JOHNSTONE

DAY

MONDAY	EICH	COLOSKEY	JOHNSTONE (2)	PLETZKE	BERTAPELLE
TUESDAY	10:00 ART, 11:50 MUSIC, 1:25	10:00 ART, 11:50 MUSIC	10:00 PE, 2:20 MUSIC	10:00 MUSIC, 12:30 ART	10:40 MUSIC, 2:45 F 10:35 PE, 2:50 MUSIC
WEDNESDAY	11:20 MUSIC, 1:25 PE	11:20 MUSIC, 1:25 PE	10:00 PE, 2:20 MUSIC	10:00 MUSIC, PE 2:05	10:00 ART, 10:45 M 10:35 PE, 12:30 ART, 2:50 MUSIC
THURSDAY	11:20 MUSIC, 1:25 PE	11:20 MUSIC, 1:25 PE	10:00 PE, 10:30 ART, 2:20 MI	10:00 MUSIC, 12:30 ART	10:40 MUSIC, 2:45 F 10:35 PE, 2:50 MUSIC
FRIDAY	10:00 ART, 11:20 MUSIC, 1:25	10:00 ART, 11:20 MUSIC	10:00 PE, 2:20 MUSIC	10:00 MUSIC, PE 2:05	10:00 ART, 10:45 M 10:35 PE, 12:30 ART, 2:50 MUSIC
			10:00 PE, 12:30 ART, 2:20 MI	10:00 MUSIC, PE 2:05	10:40 MUSIC, 2:45 F 10:35 PE, 2:50 MUSIC

Tab H

SECTION H
AGE OR GRADE RANGE OF PUPILS

SECTION h: AGE OR GRADE RANGE OF PUPILS

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

Students of the Academy will be children who have reached the age of five (5) as set forth in MCL 380.1147. A child may enroll in kindergarten if the child is at least 5 years of age on September 1, 2018.

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