

*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

SARAH J. WEBBER MEDIA ARTS ACADEMY
(A PUBLIC SCHOOL ACADEMY)

July 1, 2018

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Tab A

**AUTHORIZING RESOLUTION
AND
RESOLUTION**



LAKE SUPERIOR STATE UNIVERSITY

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 Bee Kronk
Jenny Kronk, Chair, Board of Trustees

Date April 27, 2012
April 27, 2012



LAKE SUPERIOR STATE UNIVERSITY

RESOLUTION ADOPTED BY LAKE SUPERIOR STATE UNIVERSITY BOARD OF TRUSTEES ON MAY 11, 2018

On motion by Thomas Bailey and second by Ann Parker,
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 January 25, 2013, the University Board issued to Webber Media Arts Academy (the "Academy") a Contract to Charter a Public School Academy (the "Current Contract") with a term of five (5) 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 11th day of May, 2018, with a vote of 7 for, 0 opposed, and 0 abstaining.

Signature: Kathleen M. Belth



LAKE SUPERIOR STATE UNIVERSITY

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 January 25, 2013, the University Board issued to Tipton Academy (the "Academy") a Contract to Charter a Public School Academy (the "Current Contract") with a term of five (5) 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

**SARAH J. WEBBER MEDIA ARTS ACADEMY
(A PUBLIC SCHOOL ACADEMY)**

CONFIRMING THE STATUS OF

SARAH J. WEBBER MEDIA ARTS 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 Sarah J. Webber Media Arts 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 May 11, 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 April 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 Sarah J. Webber Media Arts Academy Confirming the Status of Sarah J. Webber Media Arts 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 Academies 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)	Must be Occurrence form Must include Sexual Abuse & Molestation coverage which can be Occurrence or Claims Made. If this coverage is Claims Made the Retroactive Date must be the same or before date of original 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. Must include Corporal Punishment coverage. \$1,000,000 per occurrence & \$2,000,000 aggregate.

In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.

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:

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:

Sarah J. Webber Media Arts Academy
48980 Woodward Avenue
Pontiac, MI 48342

If to Academy Counsel:

George K. Pitchford, Esq.
2500 Fisher Building
3011 West Grand Boulevard
Detroit, Michigan 48202-3030

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.

SARAH J. WEBBER MEDIA ARTS ACADEMY

By: _____

Reginald Kirkland, Academy Board Designee

Date: July 1, 2018

Tab C

CONTRACT SCHEDULES

Schedules

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Tab 1

CONTRACT SCHEDULE 1
ARTICLES OF INCORPORATION

Michigan Department of Licensing and Regulatory Affairs

Filing Endorsement

This is to Certify that the ARTICLES OF INCORPORATION - NONPROFIT

for

SARAH J. WEBBER MEDIA ARTS ACADEMY

ID NUMBER: 71300A

received by facsimile transmission on January 17, 2013 is hereby endorsed

Filed on January 22, 2013 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 24TH day of January, 2013.

Director

Bureau of Commercial Services

MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES BUREAU OF COMMERCIAL SERVICES		
Date Received		(FOR BUREAU USE ONLY)

Webber Media Arts Academy
PO Box 3158
Highland Park, Michigan 48203
Attention: Business Department

EFFECTIVE DATE:

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

ARTICLES OF INCORPORATION
For Use by Domestic Nonprofit Corporations

OF

SARAH J. WEBBER MEDIA ARTS ACADEMY

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

ARTICLE I

The name of the corporation is: SARAH J. WEBBER MEDIA ARTS ACADEMY.

The authorizing body for the corporation is: Lake Superior State University Board of Trustees.

ARTICLE II

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

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

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

ARTICLE III

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

The value of assets which the corporation possesses is:

Real Property: none.

Personal Property: none.

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

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

ARTICLE IV

The address of the registered office is 151. S. Old Woodward Avenue, Suite 200, Birmingham, MI 48009.

The mailing address of the registered office is **the same**.

The name of the resident agent at the registered office is Joseph B. Urban.

ARTICLE V

The name and address of the incorporator is as follows:

Joseph B. Urban
151 S. Old Woodward Avenue
Suite 200
Birmingham, MI 48009.

ARTICLE VI

The corporation is a governmental entity.

ARTICLE VII

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

ARTICLE VIII

Before execution of a contract to charter a public school academy between the corporation and the Lake Superior State University Board of Trustees (the "University Board"), the method of selection, length of term, and the number of members of the Board of Directors of the corporation shall be approved by a resolution of the University Board as required by the Code.

ARTICLE IX

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

ARTICLE X

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

ARTICLE XI

The method of selection and appointment of members of the Board of Directors shall be as prescribed by applicable law and by resolution of the University Board. All members of the Board of Directors shall be citizens of the United States.

ARTICLE XII

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

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

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

ARTICLE XIII

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

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

The corporation, by a majority vote of its Board of Directors, may, at any time, propose specific changes to these Articles of Incorporation or may propose a meeting to discuss potential revision to these Articles of Incorporation. The proposal will be made to the University Board through its designee. In the event that a proposed change is not accepted by the University Board, the corporation shall be provided an opportunity for a written and oral presentation to the University Board prior to reconsideration and a vote by the University Board on the proposed amendment.

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

ADOPTION OF ARTICLES

These Articles of Incorporation were duly adopted on this 17th day of November, 2012. These Articles of Incorporation shall become effective upon filing. However, the corporation shall not carry out the purposes set forth in Article II unless the University Board issues to the corporation a contract to operate as a public school academy, and the contract is executed by both the corporation and the University Board.

By: James H. Edwards

Tab 2

CONTRACT SCHEDULE 2

BYLAWS

BYLAWS
OF
SARAH J. WEBBER MEDIA ARTS ACADEMY

ARTICLE I
NAME

This organization shall be called Sarah J. Webber Media Arts Academy (the "Academy" or the "Corporation"), which shall be a Michigan public school academy authorized by the Lake Superior State University Board of Trustees.

ARTICLE H
FORM OF CORPORATION

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

ARTICLE III
OFFICES

Section I . Principal Office. The principal office of the Corporation shall be located in the greater metro-Detroit area (e.g. the counties of Wayne, Oakland or Macomb).

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, MCL 450.2101 et seq.

ARTICLE IV
BOARD OF DIRECTORS; MEETINGS; FISCAL YEAR

Section I. 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 Michigan Revised School Code ("Code"), as amended, MCL 380.50 1 et seq. The Board of Directors may delegate such powers to the officers of the Board of Directors as it deems necessary and to the extent permitted by applicable law.

Section 2. Method of Selection. The initial Board of Directors shall be the individuals named in the resolution approved by the Lake Superior State University Board of Trustees

("University Board"). Subsequently, the Board of Directors of the Corporation shall nominate a list of potential members of the Board of Directors equaling at least twice the number of vacancies on the Board of Directors. Provided the Board of Directors submits the list of nominees at least forty-five (45) days before the convening of the University Board meeting committees, the University Board shall select members from the list of nominees at such meeting. In the event that a vacancy causes the Board of Directors to be unable to have a quorum, the University Board may accept the list of nominees and make an appointment at its next regularly scheduled meeting. When the nominations are forwarded to the University Board, they shall be accompanied by the nominees' resume, and each nominee shall be available for interview by the University Board or its designee. A member appointed to fill a vacancy created other than by expiration of a term shall be appointed for the unexpired term of the vacating member in the same manner as the original appointment. All Directors must be citizens of the United States.

Section 3. 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, 1/3 shall be appointed for a term of three (3) years, 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. At the first meeting, the Board of Directors shall designate which members of the initial Board of Directors shall serve one (1), two (2), and three (3) year terms. The length of term of the members of the Board of Directors shall commence with the first meeting of the Board of Directors. The initial terms shall commence on the day of appointment and shall continue until June 30 of the respective term year. Subsequent terms shall be from July 1 through June 30 of the appropriate year.

Section 4. Number of Directors. The number of members of the initial Board of Directors shall be 7. The number of members of the Board of Directors shall never be fewer than five (5) nor more than nine (9), as determined from time to time by the University Board.

Section 5. Qualifications. Members of the Board of Directors shall include individuals who have the Academy's vision as their primary purpose of serving on the Board. Members of the Board of Directors shall not include: (i) employees of the Academy; (ii) directors, officers, or employees of a management company that contracts with the Academy; (iii) members appointed or controlled by a profit or another non-profit corporation; or (iv) University officials, as representatives of the University ("University").

Section 6. Oath. All members of the Board of Directors of the Corporation must file an acceptance of office with the University. All members of the Board of Directors of the Corporation shall take the oath of office required by Section 512a(4)(b)(vi) of the Code.

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

Section 8. Removal. Any Director may be removed with cause by a two-thirds (2/3) vote of the Board of Directors of the Corporation or as directed by the University Board.

Section 9. Resignation. Any Director may resign at any time by providing written notice to the Corporation. Notice of resignation will be effective upon receipt or at a subsequent time designated in the notice. A successor shall be appointed as provided in Section 2 of this Article.

Section 10. Annual and Regular Meetings. The Board of Directors shall hold an annual meeting 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 Open Meetings Act, MCL 15.261 et seq.

Section 11. 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 Open Meetings Act.

Section 12. Notice; Waiver. In addition to the notice provisions of the Open Meetings Act, notice of any special meeting shall be given at least twenty four (24) hours prior to the special meeting by written notice, stating the time and place of the meeting, delivered personally or mailed or sent by facsimile to each Director at the Directors business address. If mailed, such notice shall be deemed to be delivered forty eight (48) hours after it is deposited in the United States mail so addressed, with postage thereon prepaid. If notice is given 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 13. Quorum. A majority of the Directors of the Board of Directors 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 Open Meeting Act.

Section 14. Manner of Acting. The act of the majority of the Directors of the Board of Directors shall be the act of the Board of Directors.

Section 15. Open Meetings. All meetings of the Board of Directors, including committee meetings, shall at all times be in compliance with the Open Meetings Act, to the extent the Open Meetings Act is applicable.

Section 16. Board Vacancies. A vacancy on the Board of Directors shall occur as specified in the Code. Any vacancy shall be filled as provided in Section 2 of this Article.

Section 17. 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 18. 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 that Director's dissent shall be entered in the minutes of the meeting or unless that Director shall file a written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. This right to dissent shall not apply to a Director who voted in favor of such action.

Section 19. 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 shall have the functions provided in the resolution as initially adopted, and as thereafter supplemented or amended by further resolution. 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 Open Meetings Act and other applicable law, 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 20. 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 Directors, subject to the oversight responsibilities of the University Board, shall have exclusive control of the budget. The Board of Directors shall prepare and publish an annual budget in accordance with University Board 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 officers 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 the date set forth in the Academy's Charter. Thereafter, the officers of the Corporation shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors. 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 interests 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. 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 may be designated Chair of certain committees by the Board of Directors. The President shall, in general, perform all duties incident to the office of the 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 corporate records and of the seal of the Corporation and see that the seal of the Corporation is affixed to all authorized documents; (d) keep a register of the post office address of each Director; and (e) perform all duties incident to the office of Secretary and other duties assigned by the President or the Board.

Section 8. Treasurer. The Treasurer of the school shall be a member of the Board of Directors of the school. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the school; (b) keep accurate books and records of corporate receipts and disbursements; (c) deposit all moneys and securities received by the school 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 school 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 Officers. 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, Treasurer, or President 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 Directors may by resolution otherwise determine.

Section 10. Salaries. Officers of the Board of Directors may not be compensated for their services. They may, however, be reimbursed for 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 any instrument in more than one capacity.

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

Section I . 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 a 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, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by such officer or officers, agent or agents, of the Corporation and in such manner as shall from time to time be determined by resolution of the 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 Section 5 or 6 of Act No. 105 of the Public Acts of 1855, 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, shares or other securities issued by any other corporation and owned or controlled by this Corporation may be voted at any meeting of security holders of such other corporation by the President of this Corporation or by proxy appointed by the President, or in the absence of the President and the President's proxy, by the Secretary or Treasurer of this Corporation or by proxy appointed by the Secretary or Treasurer. Such proxy or consent in respect to any shares or other securities issued by any other corporation and owned

by this Corporation shall be executed in the name of this Corporation by the President, the Secretary or the Treasurer of

this Corporation without necessity of any authorization by the 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 pennit the Corporation to invest any of its surplus funds in any shares or other securities issued by any other corporation. This section is intended to apply, however, to all gifts, bequests or other transfers of shares or other securities issued by any other corporation which are received by the Corporation.

Section 6. Contracts Between Corporation and Related Persons. Any contract or other transaction between this Corporation and one or more of its Directors, or between this Corporation and any finn 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 or Directors in such action, if the fact of such interest shall be disclosed or known to 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 Director or Directors to be counted in determining whether a 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 Contracts of Public Servants with Public Entities, Act No. 317 of the Public Acts of 1968, being section 15.32 J to J 5.330 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 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.
- (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 degree of fulfillment of included in the contract, and the nature and assignment of Corporation employees for 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 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 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 corporate seal which shall be circular in form and 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 proposal has been given in accordance with the notice requirements for special meetings, and (b) the written approval of the changes or amendments by the University President. In the event that a proposed change is not accepted by the University President, the University Board shall consider and vote upon a change proposed by the Corporation following an opportunity for a written and oral presentation to the University Board by the Corporation. Amendments to these Bylaws take effect only after they have been approved by both the Corporation Board of Directors and by the University President or the University Board.

These Bylaws were adopted as and for the Bylaws of the Sarah J. Webber Media Arts Academy in an open and public meeting, by unanimous consent of the Board of Directors on the _____ day _____

Secretary

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 Sarah J. Webber Media Arts 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” 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 Sarah J. Webber Media Arts 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 Sarah J. Webber Media Arts 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 Sarah J. Webber Media Arts 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 Sarah J. Webber Media Arts 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

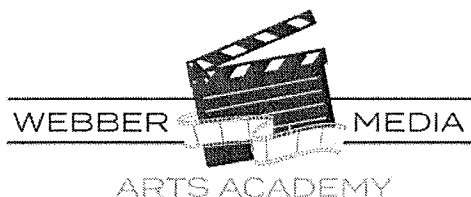
DESCRIPTION OF STAFF RESPONSIBILITIES

SARAH J. WEBBER MEDIA ARTS ACADEMY

STAFF RESPONSIBILITIES

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SCHOOL ADMINISTRATOR

REPORTS TO: Board of Directors

EMPLOYED BY:

PERFORMANCE RESPONSIBILITIES

1. Assists in training and effective utilization of building personnel.
2. Manages student education, discipline, attendance and scheduling of classes.
3. Manages planning, curriculum, and staff development.
4. Evaluates all staff.
5. Observes classrooms on a weekly basis.
6. Provides on-site supervision of Academy lunch program activities.
7. Provides direction and management of all Academy operations.
8. Creates strategies for maximum parent and community participation in Academy operations.
9. Participates on committee that oversees student activities and co-curricular programs.
10. Provides administration IEPC meetings for students and all auditing and monitoring activities.
11. Provides supervision of all health, safety, and emergency procedures within the Academy building and grounds.
12. Be willing to assist in the development of new programs and strategies and assist in the maintenance and improvement of on-going programs.
13. Provides leadership for the Academy's instructional programs.
14. Performance of other related duties as assigned by the Board of Directors of the Academy.

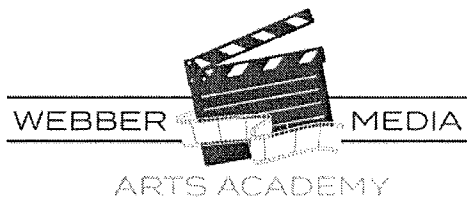
MINIMUM QUALIFICATIONS

1. Must comply with all policies of the Board of Directors of the Academy.
2. Must maintain all necessary records as required by the Academy and the Michigan Department of Education.
3. Must have a basic knowledge of computers.
4. Must comply with all applicable law related to the Administrator's certificate.
5. Must meet continuing education requirements as prescribed by rules promulgated by the State of Michigan, as applicable.

EDUCATION AND EXPERIENCE

1. Must possess a valid Michigan Continuing Permanent Certificate and at least five (5) years of demonstrated successful teaching experience.
2. Must have served in an administrative position for at least three years.
3. Must have a Masters or Doctoral Degree in Educational Administration or related field (Doctorate Degree Preferred).

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ADMINISTRATIVE ASSISTANT TO CHIEF SCHOOL ADMINISTRATOR

REPORTS TO: School Administrator

EMPLOYED BY:

PERFORMANCE RESPONSIBILITIES

1. Coordinates the operations of the office and performs a variety of secretarial duties. Responsible for a complex combination of secretarial tasks and administrative assistant duties by reporting to the Chief School Administrator.
2. Takes dictation, composes and types letters, memoranda, reports, minutes of meetings, numerical data, charts and forms from verbal or written instruction, notes, or other materials using word processing equipment or standard typewriters.
3. Maintains all Academy records, pupil accounting, before and aftercare program, etc. Works with designated financial/business personnel in the preparation of reports or materials.
4. Gathers data for surveys or performs research on special subjects or projects.
5. Establishes and maintains office files, logs, indexes, control records or other information in connection with the work under the Chief School Administrator's control.
6. Prepares agendas and materials for various committee meetings; types and distributes materials.
7. Reads incoming correspondence and reports, screening those items, which can be handled personally, and forwarding the rest to Chief School Administrator, staff or appropriate parties.
8. Operates standard office equipment such as personal computers, calculators, duplicating machines, facsimile machines, etc.
9. Calls for repairs and oversees the maintenance of photocopies, facsimile machines, and other office equipment.
10. Determines needs and orders supplies for the office and the building.
11. Assists with the office operations and services and gives recommendations for improving efficiency and economy of operations.
12. Reviews and evaluates applications or other documents to determine if prescribed requirements are met for acceptance and approval.
13. Maintains personnel files.
14. Prepares informational packets.
15. Ensures proper certification, qualifications and forms of record and appropriate paperwork is compiled and is on file for all personnel.
16. Ensures and maintains confidentiality of documents and information.
17. Coordinates the distribution of clerical support workload.
18. Receives and refers visitors and telephone callers to appropriate persons; gives out factual information concerning the program area and/or Academy.
19. Perform other duties as assigned or as judgment or necessity dictates.
20. Assists in the recruitment of students.
21. Attends board meetings and assists Chief School Administrator in the presentation of Board of Director documents.

MINIMUM QUALIFICATIONS

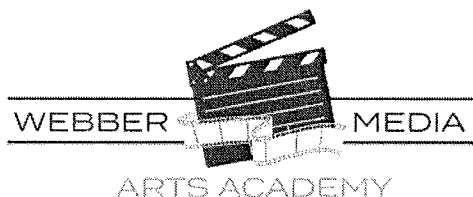
1. Knowledge of general office practices, protocols and procedures.
2. Knowledge of correct English usage, spelling and punctuation.

3. Knowledge of general record keeping principles and filing systems.
4. Knowledge of the operation of standard office equipment such as: typewriters, word processors, personal computers, multi-line telephones, copy and facsimile machines, and video display terminals, etc.
5. Some knowledge of business productivity software applications and such as:
 - a. Word Perfect
 - b. Word
 - c. Excel
 - d. Access
 - e. Power Point
6. Accurate typist with the skill to type 40-50 words per minute.
7. Ability to utilize keyboard equipment.
8. Ability to communicate effectively.
9. Ability to interact effectively with other personnel.
10. Ability to alphabetize, numerically rank, file, and sort and batch documents.
11. Ability to do multiple tasks.

EDUCATION AND EXPERIENCE

1. Must have a secondary diploma or its equivalent and have completed at least 2 years at an institution of higher education or obtained an associate's degree or higher.
2. A minimum of one year of general office support experience where typing correspondence, reports, charts, etc., were required as a part of the individual office duties.

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CLERICAL SUPPORT

REPORTS TO: School Administrator

EMPLOYED BY: Administrative Assistant to School Administrator

JOB DESCRIPTION OVERALL

This person will assist School Administrator and Administrative Assistant with any Office related duties such as faxing, mailing, typing, etc.

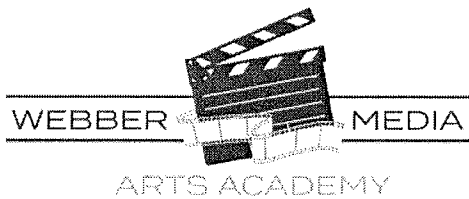
PERFORMANCE RESPONSIBILITIES

1. Performs a variety of clerical duties, including typing and mailing.
2. Files and retrieves records, reports, correspondence, or other materials and documents by numerical, alphabetical, or subjective arrangements.
3. Completes word processing assignments in accordance with instructions and guidelines.
4. Calls for maintenance and helps with the operation of photocopiers, facsimile machines and other office equipment.
5. Responsible for outgoing and incoming faxes.
6. Receives, sorts, logs in, codes, batches, routes, and/or distributes mail and other materials by hand or electronically to proper person.
7. Receives and refers visitors and telephone callers to appropriate person; gives out information concerning the program area and/or Academy.
8. Assist in the recruitment of students.
9. Performs other duties assigned.

EDUCATION AND EXPERIENCE

1. Knowledge of general office practices, protocols, and procedures.
2. Knowledge of correct English usage, spelling, and punctuation.
3. Knowledge of general record keeping principles and filing systems.
4. Knowledge of the operation of standard office equipment such as: typewriters, word processors, personal computers, multi-line telephones, copy and facsimile machines, and video display terminal, etc.
5. Some knowledge of business productivity software applications such as: Word Perfect, Word, Excel, PowerPoint, and PowerSchool.
6. Accurate typist with the skill to type 35-40 words per minute.
7. Ability to utilize keyboard equipment.
8. Ability to communicate effectively.
9. Ability to interact effectively.
10. Ability to alphabetize, numerically rank, file, sort and batch documents.
11. Ability to handle multiple tasks.
12. High School Diploma or equivalent required.
13. One year of general office support experience of typing correspondence, reports, computer utilization, charts, etc., are required as part of the individual's office duties.

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CURRICULUM DIRECTOR/ DATA COACH

REPORTS TO: School Administrator

EMPLOYED BY: Board of Directors

SUPERVISES: All instructional personnel.

JOB GOAL

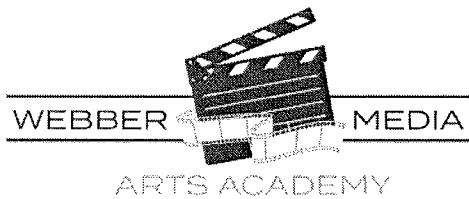
To provide leadership in the development, implementation, and coordination of the Academy's curriculum.

JOB RESPONSIBILITIES OVERALL

This person will assist in building a data driven culture at the Academy. Specifically, the Data Coach will conduct a needs assessment of the Academy and identify strengths and needs of the data collection tools, systems and processes. In addition, the Data Coach will help all Academy teachers understand data and how to use data to drive instruction and best practices within the Academy. Further, the Data Coach will conduct informal and formal professional development training on a daily basis for the entire academic year. The Data Coach is responsible for training and developing the capacity of Academy teachers to become data experts and to serve as catalysts in understanding and using data.

PERFORMANCE RESPONSIBILITIES

1. Accountable for curriculum, implementation and assessment.
2. Guides development, implementation, and evaluation of curriculum, student performance, and instructional services.
3. Keeps abreast of developments in curriculum and instruction, and furnishes leadership in determining their appropriateness for inclusion in the Academy's educational program.
4. Assists in the recruitment, screening, hiring, training, and assigning of instructional personnel.
5. Guides development, implementation, and evaluation of pre-service and in-service training programs for professional personnel.
6. Works with the Chief School Administrator in the improvement of individual staff competencies.
7. Communicates the approved curriculum to the professional staff and maintains a list of approved instructional materials.
8. Works with Teacher committees in organizing and coordinating grade level meetings in order to effect horizontal and vertical continuity and articulation of the instructional program throughout the district.
9. Directs creation of the edits for publication of all curriculum guides and materials prepared by and to be distributed among the instructional staff.
10. Maintains a curriculum library for staff use.
11. Provides staff leadership to ensure understanding of the Academy; plans and administers programs of in-service educational activities for instructional personnel.
12. Evaluates and reviews the performance of all instructional personnel.
13. Observes Teachers in their classrooms; offers insights for the enhancement of the teaching-learning situation.
14. Supervises directly the work of all instructional specialists/consultants not on permanent assignment to the Academy.



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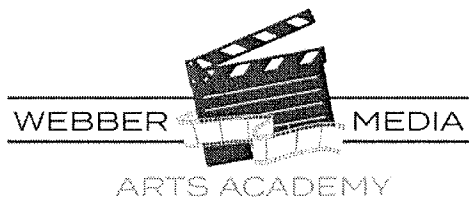
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15. Assumes responsibility for reviewing and evaluating results of Academy-wide testing programs, and for other evaluative measures used by the Academy.
16. Studies and evaluates, and, as appropriate, recommends adoption of new instructional material, methods, and programs, and assists in budget preparation for newly approved instructional programs as related to instructional supplies, equipment, and materials.
17. Assumes a leadership role in developing curriculum for any course newly mandated by the legislature or the Board of Directors.
18. Serves as the Academy leader in the absence of the Chief School Administrator.
19. Performs such other tasks and assumes such other responsibilities as may from time to time be assigned by the Chief School Administrator.

MINIMUM QUALIFICATIONS

1. Master's degree.
2. Three years of teaching experience.
3. Michigan teaching certificate.
4. Must comply with all applicable law related to the Administrator's certificate.
5. Must meet continuing education requirements as prescribed by rules promulgated by the State of Michigan, as applicable.

SUCCESSFUL CANDIDATES MUST SUBMIT TO AND PASS DRUG SCREENING & CRIMINAL BACKGROUND CHECKS.



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INSTRUCTIONAL ASSISTANT

REPORTS TO: School Administrator

EMPLOYED BY:

PERFORMANCE RESPONSIBILITIES

1. Administers, scores, and records such achievement and diagnostic tests as the Teacher recommends for individual students.
2. Works with individual students to reinforce learning of material or skills initially introduced by the Teacher.
3. Assists the Teacher in devising special strategies for reinforcing material or skills based on a sympathetic understanding of individual students, their needs, interests, and abilities.
4. Operates and cares for equipment used in the classroom for instructional purposes.
5. Helps students master equipment or instructional materials assigned by Teacher.
6. Distributes and collects workbooks, papers, and other materials for instruction.
7. Guides independent student, enrichment work, and remedial work set up and assigned by the Teacher.
8. Assists with the supervision of students during emergency drills, assemblies, play periods, and field trips.
9. Keeps bulletin board and other classroom learning displays up to date.
10. Assists with such large group activities as drill work, reading aloud, and storytelling.
11. Reads to students, listens to students read, and participates in other forms of oral communication with students.
12. Assists students in the library or media center.
13. Checks notebooks, corrects papers, and supervises testing and make up work as assigned by the Teacher.
14. Checks and records student attendance.
15. Collects and records collection of money.
16. Helps students with their clothing.
17. Assists with lunch, snack and cleanup routines.
18. Assists with wash-up and toilet routines.
19. Alerts the regular Teacher to any problem or special information about an individual student.
20. Serves as the chief source of information and help to any Substitute Teacher assigned in the absence of the regular Teacher.
21. Maintains the same high level of ethical behavior and confidentiality of information about students as is expected of fully licensed Teachers.
22. Participates in in-service training programs, as assigned.

MINIMUM QUALIFICATIONS

1. Must have completed at least two years at an institution of higher education, or obtained an Associate's Degree or higher.

SUCCESSFUL CANDIDATES MUST SUBMIT TO AND PASS DRUG SCREENING & CRIMINAL BACKGROUND CHECKS.

DATA COACH

REPORTS TO: School Administrator

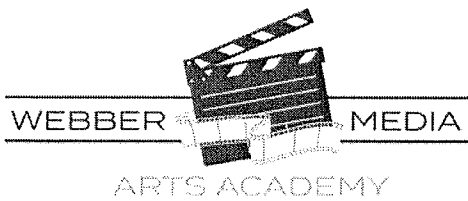
EMPLOYED BY: Board of Directors

JOB RESPONSIBILITIES OVERALL

This person will assist in building a data driven culture at the Academy. Specifically, the Data Coach will conduct a needs assessment of the Academy and identify strengths and needs of the data collection tools, systems and processes. In addition, the Data Coach will help all Academy teachers understand data and how to use data to drive instruction and best practices within the Academy. Further, the Data Coach will conduct informal and formal professional development training on a daily basis for the entire academic year. The Data Coach is responsible for training and developing the capacity of Academy teachers to become data experts and to serve as catalysts in understanding and using data.

PERFORMANCE RESPONSIBILITIES

1. Assists teachers in accessing data from a variety of sources and understanding and communicating the purpose of various assessment instruments.
2. Interprets national, state, Academy and classroom assessment results.
3. Reads, interprets and presents accountability results.
4. Aggregates/dis-aggregates data longitudinally.
5. Assists with the goals and objectives of the Single School Building District Improvement Plan.
6. Trains teachers/administrators in data analysis/interpretation.
7. Assists teachers with sharing data with parents.
8. Coaches teachers in data use and collaborates with the Chief School Administrator to assist the teaching staff in using data to improve instruction and targeted students' achievement.
9. Supports teacher growth in implementing the core academic instructional initiatives to enable achievement for all targeted students through regular classroom observations and teacher feedback sessions.
10. Provides core academic collaborative support to teachers through problem solving, modeling lessons, scheduling opportunities for peer observations and conducting mini-training sessions.
11. Provides assistance in blending core content knowledge and knowledge of differentiated instruction for core academic teachers. Support core academic teachers by sharing materials and strategies to meet the needs of all targeted students.
12. Develops and prioritizes intervention goals and intervention based upon the data process to generate solutions to assist targeted students.
13. Tracks, maintains and organizes student core academic achievement data in an effort to make timely and appropriate decisions about curriculum assessments and instruction.
14. Facilitates and organizes the quarterly assessment process as well as the regrouping of targeted students and determination of tutoring needs based on student mastery.
15. Performs such other tasks and assumes such other responsibilities as may from time to time be assigned by the Chief School Administrator.



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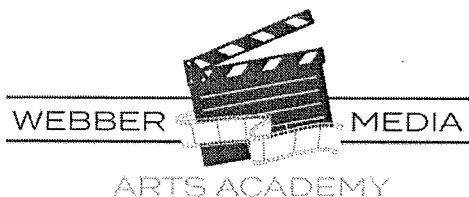
EDUCATION AND EXPERIENCE

1. Master's degree.
2. Three years of teaching experience.
3. Shall possess a valid State of Michigan Teaching Certificate with the appropriate endorsement(s) for all subject area(s) being taught.
4. Must have evidence of meeting highly qualified requirements, as defined by No Child Left Behind.

TERMS OF EMPLOYMENT

Salary and work year to be established by the Board of Directors.

**SUCCESSFUL CANDIDATES MUST SUBMIT TO AND PASS DRUG SCREENING
AND CRIMINAL BACKGROUND CHECKS.**



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TECHNOLOGY INSTRUCTIONAL AIDE

REPORTS TO: School Administrator

EMPLOYED BY:

PERFORMANCE RESPONSIBILITIES

1. Instructs student(s) and staff in the proper use of various computer hardware and software.
2. Assists Teacher(s) in raising math and English competencies using computers.
3. Provides general clerical support. Types or creates forms, records, correspondence, reports, technical material, numerical data, charts, spreadsheets, etc.
4. Performs minor maintenance to the Academy's server, office, classroom and lab computers.
5. Monitors performance of equipment and informs Chief School Administrator when hardware/software requires professional maintenance from outside source.
6. Assists in the development and monitoring of Academy web page.
7. Monitors e-mail and Internet usage at the Academy.
8. Works with classroom Teachers to develop programs and materials which encourage computer usage among students, parents and teachers.
9. Performs other duties as assigned by the Chief School Administrator.

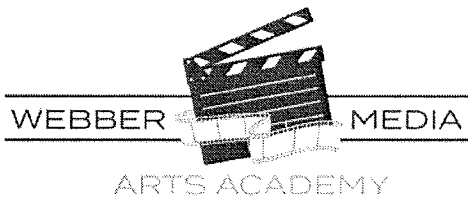
MINIMUM QUALIFICATIONS

1. Knowledge of computer hardware and software (particularly educational software).
2. Knowledge of file maintenance and report generation methods.
3. Knowledge of computer operations, computers and techniques.
4. Knowledge of business productivity software applications such as: Word, Word Perfect, Excel, Access, Lotus and PowerPoint.
5. Ability to train and assist users with computer applications.
6. Ability to communicate effectively.
7. Ability to alphabetize, numerical rank, file, sort, and batch documents.
8. Ability to add, subtract, multiply, and divide mathematical figures.
9. Ability to compare data from two or more sources for accuracy and completeness.
10. Ability to analyze and interpret data.

EDUCATION AND EXPERIENCE

1. Must have a secondary diploma or its equivalent and have completed at least 2 years at an institution of higher education or obtain an associate's degree.
2. Must have completed at least one year of instruction in Computer Science, Computer Programming or Data Processing from an accredited college, business school, university, or have 30 semester or 45 hours in computer course work completed.
3. At least 6 months experience performing minor/major maintenance to computers or laptops is required.

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STUDENT SUPPORT SPECIALIST

REPORTS TO: School Administrator

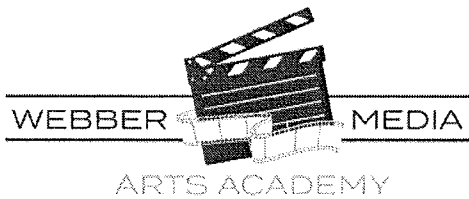
EMPLOYED BY:

PERFORMANCE RESPONSIBILITIES

1. Develops and implements programs that minimize a student's risk for academic and/or social failure.
2. Recruits students during the school year and summer months.
3. Observes and monitors at-risk students' behaviors and refers acute problems to appropriate staff.
4. Prepares materials for regular review by Chief School Administrator.
5. Prepares written reports and recommendations.
6. Assists in developing a parent community mentoring.
7. Implements tutoring program.
8. Develops and coordinates busing program.
9. Assists the Chief School Administrator in introducing, implementing/developing educational and training programs or in-services for staff, students and parents. Programs will cover such areas as:
 - a. Cultural Diversity
 - b. Anger management, conflict resolution and problem solving
 - c. Crisis intervention/prevention
10. Attends in-service training programs as required.
11. Performs other duties as assigned.

MINIMUM QUALIFICATIONS

1. Knowledge of behavior patterns of children/youth.
2. Knowledge of methods of modifying behavior.
3. Knowledge of group dynamics and ability to lead and work with groups.
4. Knowledge of children/youth counseling techniques.
5. Ability to follow oral and written instructions.
6. Ability to relate to children and gain their respect and confidence.
7. Ability to lead and participate in recreational activities.
8. Ability to make analyses and judgments concerning at-risk behavior.
9. Ability to recognize emotional and behavioral problems.
10. Ability to communicate effectively.
11. Ability to explain instructions and guidelines to others effectively.
12. Ability to organize and coordinate work.
13. Ability to determine work priorities.
14. Ability to maintain favorable public relations.



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GUIDANCE COUNSELOR

REPORTS TO: School Administrator

EMPLOYED BY:

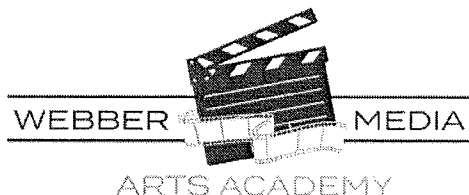
PERFORMANCE RESPONSIBILITIES

1. Works to discover and develop special abilities of students.
2. Works to resolve students' educational handicaps.
3. Registers students new to the Academy and orients them to Academy procedures and the Academy's varied opportunities for learning.
4. Works to prevent students from dropping out of school.
5. Helps students evaluate career interests and choices.
6. Remains readily available to students to provide counseling that will lead each student to increased personal growth, self-understanding, and maturity.
7. Works with students on an individual basis in the solution of personal problems related to such problems as home and family relations, health and emotional adjustment.
8. Plans guidance field trips to schools, colleges, and industry for interested students.
9. Guides students in their participation in Academy and community activities.
10. Maintains student records and protects their confidentiality.
11. Initiates, assembles, maintains, and interprets accurate health records, attendance records, cumulative progress records, activity records, and uniform transcript records for assigned students.
12. Confers with parents whenever necessary.
13. Organizes and conducts annual "Career Day."
14. Serves as the Academy's liaison with various social service agencies/programs.
15. Participates in all IEPs.

MINIMUM QUALIFICATIONS

1. Must have a Master's Degree in Guidance and Counseling.
2. A minimum of three years teaching experience.
3. State of Michigan certification.

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TEACHER

REPORTS TO: School Administrator
EMPLOYED BY:

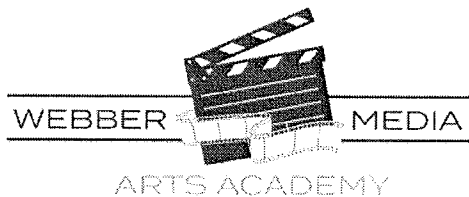
PERFORMANCE RESPONSIBILITIES

1. Meets and instructs assigned classes in the locations and at the times designated.
2. Plans a program of study that, as much as possible, meets the individual needs, interests, and abilities of the students.
3. Creates a classroom environment that is conducive to learning and appropriate to the maturity and interests of the students.
4. Prepares for classes assigned, and shows written evidence of preparation at request of immediate superior.
5. Encourages students to set and maintain standards of classroom behavior.
6. Guides the learning process toward the achievement of curriculum goals and-in harmony with the goals-establishes clear objectives for all lessons, units, projects and the like to communicate these objectives to students.
7. Employs a variety of instructional techniques and instructional media, consistent with the physical limitations of the location provided and the needs and capabilities of the individuals or student groups involved.
8. Strives to implement by instruction and action the district's philosophy of education and instructional goals and objectives.
9. Assesses the accomplishments of students on a regular basis and provides progress reports as required.
10. Diagnoses the learning disabilities of students on a regular basis, seeking the assistance of district specialists as required.
11. Takes all necessary and reasonable precautions to protect students, equipment, materials, and facilities.
12. Maintains accurate, complete, and correct records as required by law, district policy, and administrative regulation.
13. Assists the administration in implementing all policies and rules governing student life and conduct, and, for the classroom, develops reasonable rules of classroom behavior and procedure, and maintains order in the classroom in a fair and just manner.
14. Makes provisions for being available to students and parents for education-related purposes outside the instructional day when required or requested to do so under reasonable terms.
15. Strives to maintain and improve professional competence.
16. Attends staff meetings and serves on staff committees as required.

MINIMUM QUALIFICATIONS

1. Michigan teaching certificate.
2. Hold certification in area of teacher instruction.

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SUBSTITUTE TEACHER

REPORTS TO: School Administrator

EMPLOYED BY:

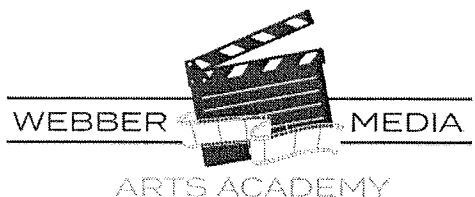
PERFORMANCE RESPONSIBILITIES

1. Reports to the Chief School Administrator or Receptionist/Clerical Assistant upon arrival at the Academy building.
2. Reviews with the Chief School Administrator all plans and schedules to be followed during the teaching day.
3. Maintains as fully as possible the established routines and procedures of the Academy and classroom to which he/she is assigned.
4. Teaches the lesson outlined and described in the Substitute Teacher's Guide as prepared by the absent Teacher.
5. Consults as appropriate, with the building principal, department head, or team leader before initiating any teaching or other procedures not specified in the in the Substitute Teacher's Guide.
6. Assumes responsibility for overseeing pupil behavior in class and during lunch and recess periods.
7. Reports, in writing, on the form provided by the Receptionist/Clerical Assistant, on the day's activities at the conclusion of each teaching day.
8. Follows all policies, rules, and procedures to which regular Teachers are subject and which good teaching practice dictates.

MINIMUM QUALIFICATIONS

1. Must have elementary certification at the elementary level or possess 90 college credit hours from a 4 year (approved institution).
2. Must possess or qualify for a valid Michigan Certification for Substitute Teachers.
3. Must pass a criminal records check.

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MAINTENANCE DIRECTOR

REPORTS TO: School Administrator

EMPLOYED BY:

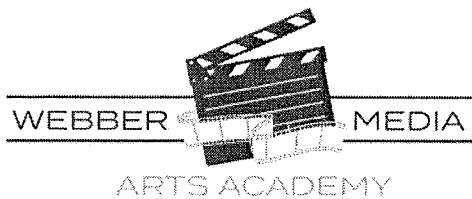
PERFORMANCE RESPONSIBILITIES

1. Examines Academy buildings on a regular basis for needed repairs and maintenance.
2. Establishes and recommends priorities on repair projects.
3. Estimates cost of repair projects in terms of labor, material, and overhead.
4. Assigns and supervises crews of craftspeople for maintenance work such as replacing worn or defective wiring, switches, faucets, plumbing fixtures, and the like and repairing fencing, asphalt, concrete, ceilings, and the like.
5. Guides and inspects work, and assists crew members.
6. Develops a system for dealing with emergency repair problems with efficiency.
7. Prepares reports on costs of work done, materials used, labor expended.
8. Orders materials as needed, and makes recommendations of supplies equipment for purchase.
9. Assigns work orders, checks drawings and plans.
10. Consults with Chief School Administrator regarding the establishment of regular preventive maintenance programs.
11. Advises on the hiring of contractors to perform certain maintenance or repair services.
12. Supervises Bus Transportation Program.

MINIMUM QUALIFICATIONS

1. Have worked successfully in a building maintenance position for at least two years.
2. High school graduate.
3. Previous experience as a supervisor preferred.
4. Boiler License required.

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CUSTODIAN

REPORTS TO: School Administrator

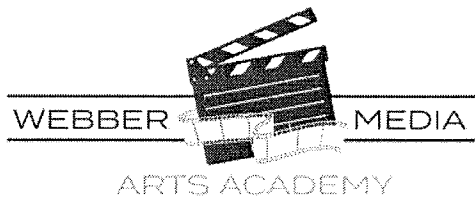
EMPLOYED BY:

JOB RESPONSIBILITIES OVERALL

Examine Academy's building on a daily basis to verify what needs to be serviced, cleaned, and fixed. Maintain upkeep of building and make sure that supplies are being utilized and ordered correctly.

PERFORMANCE RESPONSIBILITIES

1. Examines Academy buildings on a regular basis for needed repairs and maintenance.
2. Established and recommends priorities on repair projects.
3. Estimates cost of repair projects in terms of labor, material, and overhead.
4. Develops a system for dealing with emergency repair problems with efficiency.
5. Orders materials as needed, and makes recommendations of supplies equipment for purchase.
6. Consults with Chief Scholl Administrator regarding the establishment of regular preventive maintenance programs.
7. Service all bathrooms
 - a) Check/Replace paper products and soap dispensers as needed
 - b) Clean toilets, urinals, sinks, and mirrors
 - c) Mop floor with treated water
 - d) Empty waste baskets and replace trash liners
 - e) Disinfect all surface areas
 - f) Scrub off all graffiti from stalls/walls
 - g) Check/empty sanitary napkin disposals and replace paper liner
8. Clean/Disinfect all water fountains
9. Sweep or dry mop all hall/stairways
 - a) Wet mop as needed
 - b) Clean off all pencil, pen or scuff marks
10. Vacuum all classrooms
 - a) Empty waste baskets (line with proper size trash liners) and pencil sharpeners
 - b) Wipe down blackboards
 - c) Turn off lights, close windows, and secure building
11. Security
 - a) Close and lock all outside doors
 - b) Turn out lights
 - c) Set alarm
12. Gym floor needs to be cleaned in the morning and lunch time.



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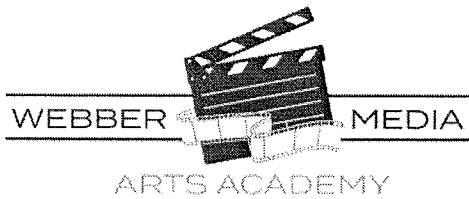
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ARTS ACADEMY

EDUCATION AND EXPERIENCE

1. Have worked successfully in a building maintenance position for at least two years.
2. High school graduate
3. Previous experience as a supervisor preferred

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PERSONAL STUDENT ASSISTANT

REPORTS TO: School Administrator

EMPLOYED BY:

From time to time the Academy may assign personal aides to students as a result of special education determination or due to a physical injury.

PERFORMANCE RESPONSIBILITIES

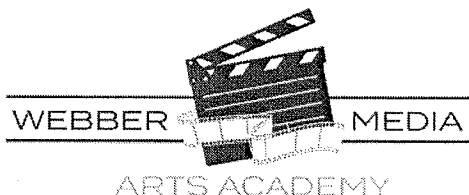
1. Accompanies the student upon his/her arrival and departure from the campus.
2. Accompanies the student to and from all classes/activities/field trip.
3. Maintains a log of activities/interactions with the student.
4. Keeps parents and the Teacher(s) informed of the student's progress.
5. Periodically meets with the Chief School Administrator to review observation logs and other matters related to the progress and welfare of the student.

MINIMUM QUALIFICATIONS

1. Ability to communicate effectively.
2. Ability to tutor students.
3. Knowledge of computer hardware and software (particularly educational software).
4. Must have a secondary diploma and preferable 2 years at an institution of higher education or obtain an associate degree.

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Sarah J Webber Media Arts Academy



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MATH SPECIALIST

REPORTS TO: School Administrator
EMPLOYED BY:

JOB RESPONSIBILITIES OVERALL

The Math Specialist will work with building Leadership Team (Chief School Administrator, Data Coach, and ELA Specialist) to provide instructional support through collaboration to classroom teachers for students who are identified as eligible for intervention services. Specifically, the Math Specialist will plan, and implement quality math instruction, create and execute individual and/or small group intervention plans for student success.

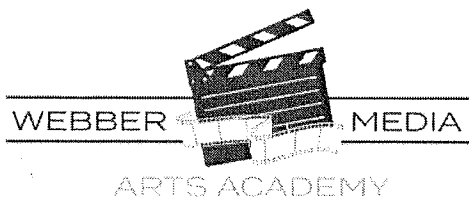
PERFORMANCE RESPONSIBILITIES

1. Provide support services for students experiencing mathematics difficulties.
2. Track, maintain, and monitor students for strengths and weaknesses in mathematics.
3. Provide appropriate instructional interventions for identified students.
4. Plan, demonstrate, co-teach, and coach with classroom teachers.
5. Meet with grade level teams to assist in implementation of mathematics curriculum.
6. Serve as a resource for professional materials and instructional strategies/materials.
7. Present staff development sessions for grade level teams and Academy staff.
8. Assist Leadership Team in identifying campus weaknesses in mathematics.
9. Assist Leadership Team in disaggregating and analyzing data from state, district, and classroom assessments.
10. Assist teachers in developing curriculum-based assessments and prescriptive goals for intervention in the classroom.
11. Participate in position-related professional development.
12. Provide support for Family Math Night and other Academy mathematics initiatives.
13. Work closely with parents to assist students with mathematics difficulties.
14. Perform other duties and responsibilities as assigned by Chief School Administrator.

EDUCATION AND EXPERIENCE

1. Bachelor's degree. (Masters preferred)
2. Three or more of teaching experience
3. Mathematics subject area concentration (preferred)
4. Shall possess a valid State of Michigan Teaching Certificate with the appropriate endorsement(s) for all subject area(s) being taught.
5. Must have evidence of highly qualified requirements, as defined by Elementary and Secondary Education Act (ESEA).

SUCCESSFUL CANDIDATES MUST SUBMIT TO AND PASS DRUG SCREEN



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ELA/READING SPECIALIST

REPORTS TO: School Administrator

EMPLOYED BY:

JOB RESPONSIBILITIES OVERALL

The ELA/Reading Specialist will work with building Leadership Team (Chief School Administrator, Data Coach, and Math Specialist) to provide instructional support through collaboration to classroom teachers for students who are identified as eligible for intervention services. Specifically, the ELA/Reading Specialist will plan and implement quality ELA/reading instruction, create and execute individual and/or small group intervention plans for student success.

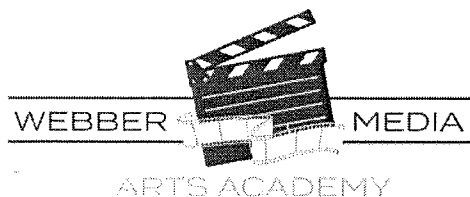
PERFORMANCE RESPONSIBILITIES

1. Provide support services for students experiencing ELA/reading difficulties.
2. Track, maintain, and monitor students for strengths and weaknesses in ELA/reading.
3. Provide appropriate instructional interventions for identified students.
4. Plan, demonstrate, co-teach and coach with classroom teachers.
5. Meet with grade level teams to assist in implementation of ELA/reading curriculum.
6. Serve as a resource for professional materials and instructional strategies/materials.
7. Present staff development sessions for grade level teams and Academy staff.
8. Assist Leadership Team in identifying campus weaknesses in ELA/reading.
9. Assist Leadership Team in disaggregating and analyzing data from state, district, and classroom assessments.
10. Assist teachers in developing curriculum-based assessments and prescriptive goals for intervention in the classroom.
11. Participate in position-related professional development.
12. Provide support for Family Curriculum Night and other Academy mathematics initiatives.
13. Work closely with parents to assist students with ELA/reading difficulties.
14. Perform other duties and responsibilities as assigned by Chief School Administrator.

EDUCATION AND EXPERIENCE

1. Bachelor's degree. (Masters preferred)
2. ELA/reading subject area concentration (preferred)
3. Must have evidence of highly qualified requirements, as defined by Elementary and Secondary Education Act (ESEA).

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ELA/READING SPECIALIST

REPORTS TO: School Administrator

EMPLOYED BY:

JOB RESPONSIBILITIES OVERALL

The ELA/Reading Specialist will work with building Leadership Team (Chief School Administrator, Data Coach, and Math Specialist) to provide instructional support through collaboration to classroom teachers for students who are identified as eligible for intervention services. Specifically, the ELA/Reading Specialist will plan and implement quality ELA/reading instruction, create and execute individual and/or small group intervention plans for student success.

PERFORMANCE RESPONSIBILITIES

1. Provide support services for students experiencing ELA/reading difficulties.
2. Track, maintain, and monitor students for strengths and weaknesses in ELA/reading.
3. Provide appropriate instructional interventions for identified students.
4. Plan, demonstrate, co-teach, and coach with classroom teachers.
5. Meet with grade level teams to assist in implementation of ELA/reading curriculum.
6. Serve as a resource for professional materials and instructional strategies/materials.
7. Present staff development sessions for grade level teams and Academy staff.
8. Assist Leadership Team in identifying campus weaknesses in ELA/reading.
9. Assist Leadership Team in disaggregating and analyzing data from state, district, and classroom assessments.
10. Assist teachers in developing curriculum-based assessments and prescriptive goals for intervention in the classroom.
11. Participate in position-related professional development
12. Provide support for Family Curriculum Night and other Academy mathematics initiatives.
13. Work closely with parents to assist students with ELA/reading difficulties.
14. Perform other duties and responsibilities as assigned by Chief School Administrator.

EDUCATION AND EXPERIENCE

1. Bachelor's degree. (Masters preferred)
2. ELA/reading subject area concentration (preferred)
3. Must have evidence of highly qualified requirements, as defined by Elementary and Secondary Education Act (ESEA)

SUCCESSFUL CANDIDATES MUST SUBMIT TO AND PASS DRUG SCREEN

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.

Tab 6

CONTRACT SCHEDULE 6
PHYSICAL PLANT DESCRIPTION

SARAH WEBBER MEDIA ARTS ACADEMY
Physical Plant

	<u>Page</u>
Physical Plant Description	6-1
Floor Plan.....	6-3
Occupancy Approval	6-4
Lease Agreement	6-5

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 Sarah J. Webber Media Arts Academy (“Academy”) is as follows:

Address: 48980 Woodward Avenue
Pontiac, MI 48342

Description: Sarah J Webber Media Arts Academy is located at 48980 Woodward Avenue, Pontiac, Michigan 48342. The Academy is easily accessible on the "Woodward Loop" near Downtown Pontiac, just minutes from I-75 Chrysler Freeway and Highway M-59. This area is located in a visibly populated residential neighborhood. The building is approximately 34,172 square feet with 20 classrooms, 7 administrative offices, and a gymnasium. The outdoor space consists of a fenced in playground area which houses 2 play structures, a swing set, a basketball court, and an open green (grassy) play space. There is a controlled parking lot with safe, ample parking space for staff, parents, and visitors.

The facility will be maintained in a safe and clean manner conducive to student learning. Anticipated programmatic needs are as follows:

- 4 Kindergarten classrooms (one (1) Young 5's and two (3) full-day Kindergarten)
- 18-32 1st – 8th grade classrooms
- Gymnasium
- Music Room (Theatrical Music)
- Auditorium
- Radio Production Studio with 2 Broadcast Workstations
- Video Production Sound Stage with 2 Full Production Studio Sets
- Media Production Lab (30 PC-based computers — grades 6-12)
- Media Center/Library
- 2 Computer Labs (PC — grades K-8)
- Administration/Office space
- Outdoor Play Area
- Safe and well-lit parking lot

Term of Use: Term of Contract.

Configuration of Grade Levels: Kindergarten through eighth grade

Name of School District and Intermediate School District:

Local: School District of the City of Pontiac

ISD: Oakland Schools

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.

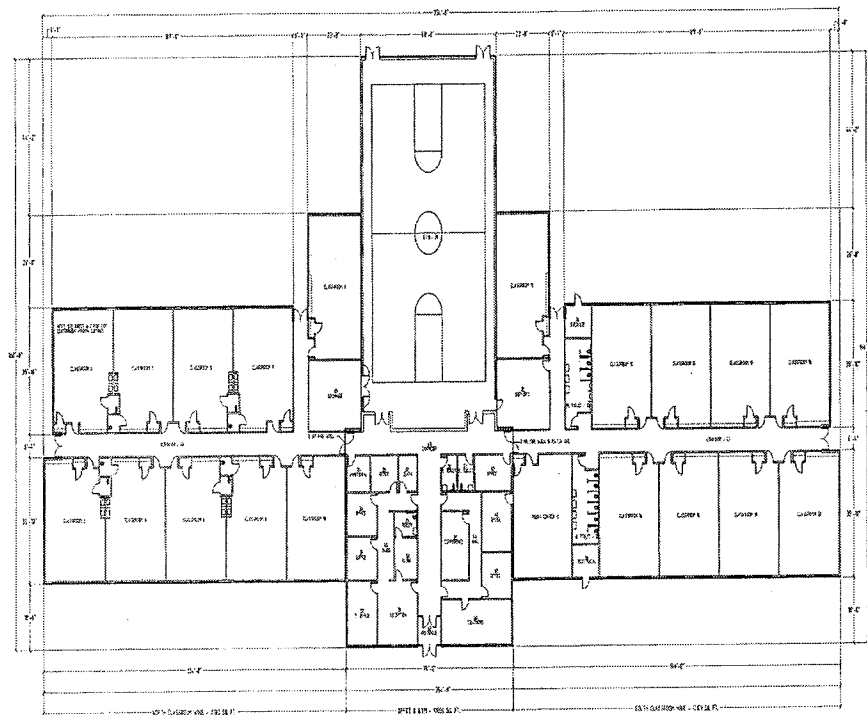
- A. Size of building
- B. Floor Plan
- C. Description of Rooms
- D. Copy of lease or purchase agreement

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.

48980 Woodward Avenue, Pontiac, MI



OVERALL FLOOR PLAN
SCALE: 1/8" = 1'-0"

OVERALL FLOOR PLAN

WATERSTREET DESIGN, P.C.
115 W. 10th St. #200
PONTIAC, MI 48133

PONTIAC ACADEMY
CHARTER SCHOOL
PONTIAC, MI

Drawn by:	S. S. S. S. S.	Sheet No.:	A-1
Date:	15 APRIL 01	Scale:	1/8" = 1'-0"

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. B035710
Sarah Webber Media Arts Academy
48980 Woodward Avenue
Pontiac, Michigan
Oakland County

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

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



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

September 24, 2013

Building Lease

BayPon Academy Leasing, LLC, a Michigan Limited Liability Company, of 3520 Davenport Avenue, Saginaw, Michigan 48602 herein called "Landlord", and Sarah J. Webber Media Arts Academy of 48980 Woodward Ave, Pontiac, MI 48342, herein called "Tenant", enter into this Lease subject to the following conditions:

1. LEASED PREMISES. The Landlord leases to the Tenant a certain parcel of land located at 48980

Woodward Ave, Pontiac, MI 48342 more particularly described on Exhibit A attached hereto (the "Land"), and the improvements situated thereon ("Improvements"), including a building containing approximately 34,172 square feet of rentable space The Land and Improvements are collectively referred to herein as the "Leased Premises".

2. TERM.

a. The term of this Lease shall be 36 months, commencing on August 1, 2018 and ending

on July 31, 2021.

b. The term "Lease Year" as used herein shall mean the 12-month period beginning on August 1st

and ending on the following July 31st.

3. RENT.

a. **BASE RENT.** Subject to the increases described herein, Tenant agrees to pay a base rent of \$20,000 per month for all months of the Lease Year, except for the month of August.

b. **BASE RENT ADJUSTMENTS:**

- In October and in the following February each year of this Agreement there will be an official student count for purposes of the Michigan State School Aid. If the student count taken in October or February of any school year is 200 students or more the base rent will be adjusted (including retroactively) to \$ 21,500 per month for those months of the year of the agreement that relate to that official count—i.e. September, October, November, December and January for the official count taken in October and February, March, April, May, June, and July for the official count taken in February. Any retroactive base rent adjustment (up or down) will be made retroactively in December for the official count taken in October and will be made retroactively in April for the official count taken in February.
- In October and in the following February each year of this Agreement there will be an official student count for purposes of the Michigan State School Aid. If the student count taken in October or February of any school year is 250 students or more the base rent will be adjusted (including retroactively) to \$ 23,500 per month for

those months of the year of the agreement that relate to that official count—i.e. September, October, November, December and January for the official count taken in October and February, March, April, May, June, and July for the official count taken in February. Any retroactive base rent adjustment (up or down) will be made retroactively in December for the official count taken in October and will be made retroactively in April for the official count taken in February.

- In October and in the following February each year of this Agreement there will be an official student count for purposes of the Michigan State School Aid. If the student count taken in October or February of any school year is 300 students or more the base rent will be adjusted (including retroactively) to \$ 25,500 per month for those months of the year of the agreement that relate to that official count—i.e. September, October, November, December and January for the official count taken in October and February, March, April, May, June, and July for the official count taken in February. Any retroactive base rent adjustment (up or down) will be made retroactively in December for the official count taken in October and will be made retroactively in April for the official count taken in February.
- If there are additional students beyond 200 and up to 300 at any October or February of any year for which the Tenant receives Aid that is not restricted, not a reimbursement and can be used for general fund expenditures from the County or any other source other than the State of Michigan there will be a proportional base rent adjustment based on the amount of aid received as described above.

4. TRIPLE NET EXPENSES. *This Lease is a triple net Lease. The Tenant shall be responsible for all real property taxes and insurance as well as all personal property taxes, association dues, utilities, and any and all repairs and maintenance, except as otherwise stated herein. Landlord shall invoice the Tenant separately for the triple net expenses which shall be due 15 days from the date of the invoice. Taxes and insurance may, at Tenant's sole option, be escrowed and paid in advance along with the Base Rent.*

- b. **OPERATING EXPENSES.** Normal operating expenses including water, sewer, gas, electricity, heat, trash and snow removal, window washing, and other services delivered to the Leased Premises for the Tenant's sole use are the Tenant's responsibility. The Tenant shall pay for all other services contracted for by the Tenant as soon as an invoice is presented so that no past due accounts arise. In addition, any fees, costs, or expenses incurred by the Landlord for enforcing the Tenant's obligations under this Lease, including reasonable attorney fees, shall be additional rent owing under the Lease and shall be immediately due and payable by the Tenant.
- c. **REPAIRS AND MAINTENANCE.** The Landlord shall be responsible at its expense for the maintenance, repair or replacement of the roof system,

structural systems, walls, foundations, frame, concrete floor and sprinkler system. The Tenant shall be responsible for maintaining the parking lot and exterior of the building on the Leased Premises as well as all maintenance and repair of the Leased Premises resulting from normal day-to-day use, including furnishing their own light bulbs, cleaning services, and other supplies as well as any and all licensing/state fees requirement to maintain the sprinkler system. The Tenant shall also be responsible for the maintenance and repair of the HVAC systems up to \$2,000 per occurrence. Landlord shall be responsible for HVAC replacement. The Leased Premises shall be kept in good, clean, and safe condition, including any plate glass windows and doors, and the electrical wiring. Tenant shall notify Landlord in a timely manner of any repair required on the building provided in this Lease for which the Landlord is responsible. Landlord shall diligently make repair, maintenance and/or replacement. Landlord shall be solely responsible for any costs incurred to make the Leased Premises comply with the American Disabilities Act and all applicable building codes with authorities having jurisdiction.

- d. **LATE FEES.** Rents or expenses due to the Landlord shall be considered late if not received by the 25th of the month in which the payment becomes due and shall be subject to a late charge of 15% of the unpaid amount.
5. **SIGNS.** All signs placed on the Leased Premises shall be in keeping with the character and decor of the Leased Premises and must comply with all local ordinances.
6. **ACCEPTANCE OF OCCUPANCY.** Tenant shall have possession of the Leased Premises on August 1, 2018.
7. **VACATION OF THE LEASED PREMISES.** If Tenant is dispossessed by process of law, any of the Tenant's personal property that is left on the Leased Premises after the last date provided in any eviction order shall be deemed abandoned by the Tenant, at the option of the Landlord.
8. **USE.** The Leased Premises are to be used and occupied by the Tenant for a charter school and uses customarily incidental thereto. No activity shall be conducted on the Leased Premises that does not comply with all applicable state and local laws.
9. **SURRENDER OF THE LEASED PREMISES.** Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Leased Premises to Landlord broom clean and in the same condition and repair as existed as of the Commencement Date, excepting approved alterations, Landlord's required renovations, and reasonable wear and damage by the elements or insured casualty, and Tenant shall remove all of its movable goods and trade fixtures.

- 10. ENTRY AND INSPECTION.** The Tenant shall permit the Landlord or the Landlord's agents to enter the Leased Premises at reasonable times and with reasonable notice, to inspect and repair the Leased Premises. Reasonable notice is specified as 24 hours unless an emergency situation occurs. During the 90 days before the Lease expires, the Tenant shall permit the Landlord to place standard "For Lease" signs on the Leased Premises and permit persons desiring to Lease the Leased Premises to inspect the Leased Premises.
- 11. PERSONAL PROPERTY TAXES AND ASSESSMENTS.** The Tenant shall pay all personal property taxes and assessments levied against the Leased Premises during the term of this Lease. All taxes levied on personal property owned or leased by the Tenant are the sole responsibility of the Tenant.
- 12. ALTERATIONS.** The Tenant may remodel and improve the Leased Premises at their expense. Any improvements constructed on the Leased Premises shall become the property of the Landlord when this Lease terminates.
- 13. ASSIGNMENT AND SUBLETTING.** The Tenant may assign, sublet, or otherwise transfer or convey its interest or any portion of its interest in the Leased Premises only with the written consent from the Landlord which consent shall not be unreasonably withheld. Tenant shall be required to provide written notification to Landlord of any assignment, subletting or otherwise transfer with five (5) business days of completing said transaction and grant Landlord an assignment of rents for any subleases. In any event, any such assignment shall not release Tenant of its obligations under this Lease.
- 14. TRADE FIXTURES.** All trade fixtures and movable equipment installed by the Tenant in connection with the business it conducts on the Leased Premises shall remain the property of the Tenant and shall be removed when this Lease expires. The Tenant shall repair any damage caused by the removal of such fixtures, and the Leased Premises shall be restored to the original condition.
- 15. INSURANCE.** Tenant shall procure and maintain in full force and effect on the building in which the Premises are located during the entire Lease Term: (a) a policy of standard fire and extended coverage insurance with an all-risk endorsement (ISO broad form coverage) for the Building's full insurable replacement cost, excluding foundations; (b) a policy of 'occurrence based' comprehensive public liability and property damage insurance for claims of personal injury, death or property damage occurring in, about or as a result of the use of the Building and the Premises, with single limit liability coverage of at least \$1,000,000 and \$2,000,000 for injury or death to more than one person, through a carrier that is reasonably satisfactory to Landlord and any mortgagee; and (c) a policy of business interruption/rental loss insurance. The

costs of all of the policies described in the previous sentence shall constitute Operating Costs payable by Tenant. Tenant shall, at Tenant's sole expense, procure and maintain in full force and effect during the entire Lease Term a policy of standard fire and extended coverage insurance, with vandalism and malicious mischief endorsements, on all of its personal property, improvements and alterations, in, on or about the Premises. All insurance policies required hereunder, which may be so-called "blanket policies," shall: (a) name Landlord, Tenant, and any mortgagees as additional named insured parties; (b) be purchased from companies reasonably satisfactory to Landlord. On or before the Commencement Date, Tenant shall deliver to Landlord evidence of the existence of such insurance coverages and payment of the premiums and related charges.

- 16. THE TENANT'S LIABILITY.** All the Tenant's personal property, including trade fixtures, on the Leased Premises shall be kept at the Tenant's sole risk.
- 17. DESTRUCTION OF THE LEASED PREMISES.** If the Leased Premises are partially damaged or destroyed through no fault of the Tenant, the Landlord shall, at its own expense, promptly repair and restore the Leased Premises. If the Leased Premises are totally destroyed through no fault of the Tenant or if the Leased Premises cannot be repaired and restored within 90 days, either party may terminate this Lease effective the date of the destruction by giving the other party written notice of termination within 10 days after the destruction. If such a notice is given within that period, this Lease shall terminate and rent shall be adjusted between the parties to the date of the surrender of possession. If the notice is not given within the required period, this Lease shall continue, without abatement of rent, and the Landlord shall promptly repair and restore the Leased Premises as best as possible. Landlord's obligation to restore the Leased Premises shall not exceed the net award of the insurance paid on account of such casualty. No damages, compensation, or claim shall be payable by Landlord as a result of the casualty or restoration process, including for inconvenience, loss of business, or annoyance.
- 18. MUTUAL RELEASES.** Notwithstanding any provision of this Lease to the contrary, Landlord and Tenant release the other from all liability, whether for negligence or otherwise, in connection with loss covered by any property insurance policies (whether or not such insurance is required under this Lease). The parties shall cause their property insurance to include a provision whereby any such release shall not adversely affect said policies or prejudice any right of the releaser to recover thereunder. Landlord and Tenant agree that its property insurance policies shall include appropriate waiver of subrogation

rights endorsements in connection with the building, the Premises or the contents of either.

- 19. CONDEMNATION.** If any part of the Leased Premises is taken for any public or quasi-public purpose pursuant to any power of eminent domain, or by private sale in lieu of eminent domain, either the Landlord or the Tenant may terminate this Lease, effective the date the public authority takes possession. All damages for the condemnation of the Leased Premises, or damages awarded because of the taking, shall be payable to and the sole property of the Landlord, except for funds awarded Tenant for moving expenses, personal property, or business interruption.
- 20. INDEMNITY.** The Tenant agrees, to the extent permitted by law, to indemnify and defend the Landlord for any liability, loss, damage, cost, or expense (including attorney fees) based on any claim, demand, suit, or action by any party with respect to any personal injury (including death) or property damages, from any cause, with respect to the Tenant or the Leased Premises, except for liability resulting from the intentional acts or omissions or negligence of the Landlord or its employees, agents, invitees, or business visitors. The Landlord agrees to indemnify and defend the Tenant for any liability, loss, damage, cost, or expense (including attorney fees) based on any claim, demand, suit, or action by any party with respect to any personal injury (including death) or property damages, resulting from the intentional acts or omissions or negligence of the Landlord or its employees, agents, invitees, or business visitors. Anything in this paragraph to the contrary notwithstanding, Landlord shall not be liable for the injury or death to any of Tenant's officers, directors, employees, invitees, or any third persons, caused by the criminal act, of any kind, by persons who are not employed by, or related in any way, to Landlord.
- 21. DEFAULT AND REENTRY.** If the Tenant fails to pay rent when due within 10 days after receiving written notice of default from the Landlord; if the Tenant fails to perform any other obligations under this agreement within 30 days after receiving written notice of the default from the Landlord; if the Tenant makes any assignment for the benefit of creditors or a receiver is appointed for the Tenant or its property; or if any proceedings are instituted by or against the Tenant for bankruptcy (including reorganization) or under any insolvency laws, the Landlord may terminate this Lease, reenter the Leased Premises, and seek to relet the Leased Premises for such term, and at such rental and upon such other terms and conditions as Landlord may determine in its sole discretion, after using reasonable efforts to relet the Leased Premises. Notwithstanding

reentry by the Landlord in accordance with the statute in such case made and provided, the Tenant shall continue to be liable to the Landlord for rent owed under this Lease and for any rent deficiency that results from reletting the Leased Premises during the term of this Lease. Notwithstanding any reletting without termination, the Landlord may at any time elect to terminate this Lease for any default by the Tenant by giving the Tenant written notice of the termination. In addition to the Landlord's other rights and remedies as stated in this Lease, and without waiving any of those rights, if the Landlord deems necessary any repairs that the Tenant is required to make or if the Tenant defaults in the performance of any of its obligations under this Lease, the Landlord may make repairs or cure defaults if Tenant fails to make such repairs or cure such defaults within 30 days after receiving written notice of default from Landlord, and shall not be responsible to the Tenant for any loss or damage that is caused by that action. The Tenant shall immediately pay to the Landlord, on demand, the Landlord's costs for curing any defaults, as additional rent under this Lease.

- 22. SUBORDINATION.** This Lease and the Tenant's rights under it shall at all times be subordinate to the lien of any mortgage the Landlord places on the Leased Premises or to any collateral assignment the Landlord makes of this Lease or of rent under this Lease. However, as long as the Tenant is not in default under this Lease, the foreclosure of a mortgage given by the Landlord shall not affect the Tenant's rights under this Lease and Landlord shall obtain a standard non-disturbance agreement from any lender to this effect. At the request of any lien holder, the Tenant shall provide the Landlord with a customary Tenant's estoppels letter regarding the status of this Lease. If the Landlord defaults on the payment of its mortgage on the Leased Premises, the Tenant may make the monthly payment owed under the mortgage note and deduct that amount from the rent owed under this Lease.

- 23. NOTICES.** Any notices required under this Lease shall be in writing and served in person or sent by registered or certified mail, return receipt requested, to the addresses below:

TO LANDLORD: BayPon Academy Leasing, LLC
3520 Davenport Avenue
Saginaw, MI 48602

TO TENANT: Sarah J. Webber Media Arts Academy
48980 Woodward Avenue
Pontiac, MI 48342

Notices shall be effective on the date of the first attempted delivery.

- 24. THE TENANT'S POSSESSION AND ENJOYMENT,** As long as the Tenant pays the rent as specified in this Lease and performs all its obligations under this Lease, the Tenant may peacefully and quietly hold and enjoy the Leased Premises for the term of this Lease.
- 25. HOLDING OVER.** If the Tenant does not vacate the Leased Premises at the end of the term of this Lease and its extension period, the holding over shall constitute a month-to-month tenancy at a rate equal to 150% of the last monthly Lease payment.
- 26. ENVIRONMENTAL PROTECTION.** Tenant represents, warrants, and covenants that:
- a. Tenant shall not use Hazardous Materials on the Premises in any manner which violates any Environmental Law.
 - b. Upon expiration or earlier termination of this Lease, Tenant shall deliver the Premises to Landlord free and clear of all Hazardous Material resulting from Tenant's use and/or occupancy of the Premises following the Commencement Date.
 - c. To the extent resulting from Tenant's use and/or occupancy of the Premises following the Commencement Date, and expressly excluding any liability arising from conditions existing actions taken by Tenant or others prior to the Commencement Date, Tenant shall, to the extent permitted by law, defend, indemnify and hold harmless Landlord from, and any liabilities arising out of, or in any way related to (1) the presence, disposal, release or threatened release of any Hazardous Materials on, over, under, from or affecting the Premises; (2) any personal injury (including wrongful death) or property damage (real or personal) arising out of or relating to Hazardous Materials; (3) any lawsuit brought or threatened, settlement reached or governmental order relating to such Hazardous Materials; (4) any violation of any Environmental Law or demands of governmental authority, which are based upon or in any way related to such Hazardous Materials; and/or (5) any clean-up, removal or other corrective action to remediate the presence of threatened release of any Hazardous Material on, over, under, from or affecting the Premises.
 - d. As used in this Lease, "Environmental Law(s)" means local, state and federal laws, rules and regulations relating to health, safety or environmental protection, and "Hazardous Material(s)" means those materials encompassed by Environmental Laws, including, without limitation, any flammable/explosive materials, radioactive materials,

hazardous materials, hazardous substances, toxic substances and/or PCB compounds.

- c. The provisions of this section shall be in addition to any and all other obligations and liabilities Tenant may have to Landlord at law or in equity, and shall survive the payment and performance of all obligations of Landlord under this Lease.

- 27. **ATTORNEY'S FEES.** The substantially prevailing party shall be entitled to recover all expenses incurred in connection with enforcement of this Lease, including, but not limited to, actual attorney's fees, court fees, administrative fees, collection fees, and any other fees (including post-judgment, appellate or bankruptcy proceedings).
- 28. **RECORDING.** Tenant shall be allowed to record a Memorandum of this Lease by use of a document which is mutually acceptable to Landlord and Tenant. In the event such document is recorded by Tenant, upon written request by Landlord, Tenant shall forthwith execute a written instrument confirming the date such Lease terminated, and the date Tenant vacated the Leased Premises.
- 29. **CONSTRUCTION LIENS.** Tenant shall keep the Premises free from any liens arising out of any labor, materials or other improvements made to the Premises by the Tenant; and shall, to the extent permitted by law, indemnify, defend and hold Landlord harmless against all liability or other costs arising therefrom. If Tenant allows a lien to be placed on the Premises, then the Landlord reserves the right to discharge it and to charge the amount of the lien and all costs associated with its removal to the Tenant as Additional Rent.
- 30. **ENTIRE AGREEMENT.** This agreement entered into between the Landlord and the Tenant contains the entire agreement of the parties with respect to its subject matter. This agreement may not be modified except by a written document signed by the parties.
- 31. **MISCELLANEOUS.** The failure of the Landlord to enforce any condition of this Lease shall not be a waiver of its right to enforce every condition of this Lease. No provision of this Lease shall be deemed to have been waived unless the waiver is in writing. Both parties agree that jurisdiction over any controversy for this Lease is proper in the state of Michigan and that venue shall be laid in County in which the Leased Premises are located. This Lease shall be governed and construed in accordance with the laws of the State of Michigan.
- 32. **BINDING EFFECT.** This agreement shall bind and benefit the parties and their successors and permitted assigns.
- 33. **TIME IS THE ESSENCE.** Time is the essence in the performance of this Lease.

34. **EFFECTIVE DATE.** This Lease shall be effective as of August 1, 2018.
35. **OPTION TO PURCHASE.** The parties agree, in the third year of this Agreement, they will make good faith efforts to find mutually acceptable terms for a land contract or option to purchase the Leased Premises by Tenant.
36. **OTHER.** In the event all parties signing this agreement are in different locations or use electronic devices to transmit signatures (e.g. fax machines or computers), all of the separate pieces will be considered part of the same agreement.
37. **SECURITY/COLLATERAL.** To the extent allowed by law, all equipment, computers, chairs, desks and any personal property of any kind or description owned by Tenant up to \$150,000.00 of initial purchase value shall act as security/collateral for all of tenants' obligations under this lease agreement, including all rental payments and/or arrearages. Tenant shall execute all additional documents required by Landlord to establish such security/collateral agreement. Notwithstanding the foregoing, in the event the Academy, after first seeking financing through the Michigan Finance Authority through its state aid note program for public school academies, is unable to secure such financing and, subsequently, is able to secure a state aid note through a third party lender which requires a lien on the personal property of the Academy, Landlord, at request of Tenant, agrees to subordinate, for the term of the state aid note, the security given in this paragraph and execute such documentation as may be required by the lender to effectuate such subordination provided, however, that such unpaid rents and taxes shall remain an obligation of the tenant until satisfied.
38. **AUTHORIZER PROVISIONS.**
- a. Tenant is a body corporate and governmental entity authorized by the Revised School Code. Tenant is organized and operates as a public school academy and a nonprofit corporation. Tenant is not part of Lake Superior State University ("LSSU"). The relationship between Tenant and the LSSU Board of Trustees is based solely on the applicable provisions of the Revised School Code and the terms of the Charter Contract and other agreements between the LSSU Board of Trustees and Tenant. Tenant has no authority whatsoever to enter into any contract or other agreement that would financially obligate the State of Michigan, the Northern Michigan University Board of Trustees, or LSSU, nor does the Tenant have any authority whatsoever to make any representations to lenders or third parties that the State of Michigan, the LSSU Board of Trustees or LSSU in any way guarantee, are financially obligated, or are in any way responsible for any contract, mortgage, loan or other instrument of indebtedness entered into by Tenant.
- b. The Lease agreement is subject to the terms and conditions of the Charter Contract issued to Tenant by the LSSU Board of Trustees. A copy of this Charter Contract has been provided to Landlord.

c. Landlord shall cooperate with Tenant as necessary to satisfy Tenant's obligation to provide reasonable access to Tenant's authorizing body in the authorizing body's performance of its oversight function under the Charter Contract.

d. The Lease agreement is subject to approval by the LSSU Board of Trustees.

This lease shall not go into effect and shall not remain in effect unless and until there is an active Charter authorized from LSSU at any time.

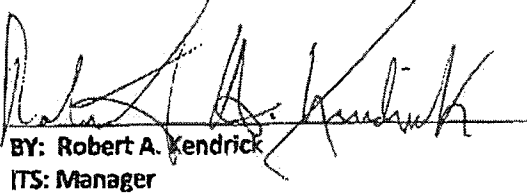
39. **SUBORDINATION AGREEMENT.** Within ninety (90) days of the Commencement Date, Lessor shall provide Lessee with an industry standard Non-Disturbance and Subordination Agreement from current ground Lessors, mortgage holders or lien holders of Lessor and, within a reasonable period of time (not to exceed 120 days) after the recording of a mortgage, deed of trust, lien or encumbrance on the Premises, Lessor shall provide Lessee with an industry standard Non-Disturbance and Subordination Agreement from future ground lessors, mortgage holders or lien holders. Notwithstanding the foregoing, Lessee's subordination of this Lease will not be effective unless and until Lessee has received a non-disturbance agreement reasonably acceptable to Lessee, recognizing all of Lessee's rights under this Lease, and signed by the holder of any ground lessor's interest, mortgage or lien affecting the property.

[THIS SECTION INTENTIONALLY LEFT BLANK]


Executable 2018.03.21

IN WITNESS WHEREOF, the parties hereto have caused this Building Lease to be executed by their duly authorized representatives as of the date first above written.

Landlord:
Baypon Academy Leasing, LLC
A Michigan Limited Liability Company


BY: Robert A. Kendrick
ITS: Manager

Tenant:
Sarah J. Webber Media Arts Academy
A Michigan Non-Profit Chartered School


BY: Bobby W. Thomas
ITS: Board President

Date April 6, 2018

Date _____

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

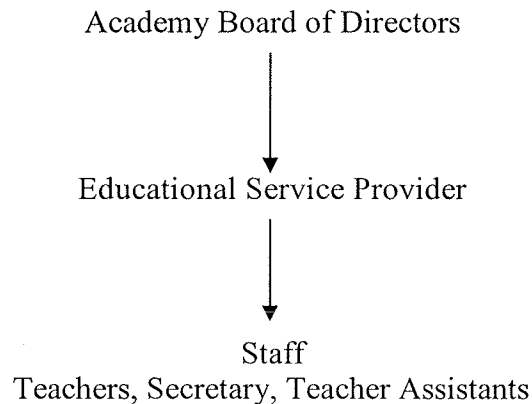
Schedule 7a

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 Sarah J. Webber Media Arts 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:

Bob Thomas, Ed.S. – Board President	Term Expires: 06/30/19
Tanya M. Clark, Esq. – Vice President	Term Expires: 06/30/21
Melonee Monson, Esq. – Treasurer	Term Expires: 06/30/19
John Bennett– Member	Term Expires: 06/30/21
Vacant –Member	Term Expires:

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 Plan

The academy needs significant focus on teaching and learning. No printed curriculum exists, and the resources for teaching and learning are non-existent. Classroom technology is minimal, and the integration of media arts is limited. Our plan for enhancing the school curriculum and adding resources to teaching and learning is described below.

For 2016-17, our focus will be on two main areas: establishing a printed school curriculum for each grade that reflects the Michigan required curriculum and purchasing materials for teaching and learning. Our focus is on English language arts and mathematics, primarily; however, teaching resources will be purchased for the other content areas as well.

Resources

Content Area	Grade Levels	Type of Resource	Series
Literacy	Kindergarten-Grade 3	Listening Stations	Equipment
Social Studies	Kindergarten-Grade 8	Diagnostic-Prescriptive Learning Online Curriculum Resource	Study Island: Digital Learning
Science	Kindergarten-Grade 8 Grades 6-8	Diagnostic-Prescriptive Learning Text-Integrated Science Online Curriculum Resources	Study Island: Digital Learning/ Moby Max
Mathematics	Kindergarten-Grade 8	Diagnostic-Prescriptive Learning Online Curriculum Resource	Study Island: Digital Learning
English Language Arts	Kindergarten-Grade 8	Diagnostic-Prescriptive Learning Online Curriculum Resource	Study Island: Digital Learning
Literacy	Kindergarten-Grade 5	Literacy By Design	Digital Library Traditional Text Online Resources

Assessments MSTEP and MAP Testing

We will establish a data-driven decision-making system that provides close monitoring of student achievement. An academic data wall will be established to provide a public accountability system that will record the assessment scores of students. Areas for the data wall system include the following goals:

Assessment Areas	Academic Targets	Frequency of Administration
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2017 MSTEP Writing: Grades 3-8	75% @ Grade Level	Annual
2017 MSTEP Social Studies: Grade 5 & 8	75% @ Grade Level	Annual
2017 MSTEP Science: Grade 4 & 7	75% @ Grade Level	Annual
2017 MSTEP Math: Grades 3-8	75% @ Grade Level	Annual
Study Island: 1 st Grade Reading	75% @ Grade Level	Monthly
Study Island: 1 st Grade Math	75% @ Grade Level	Monthly
Study Island: 2 nd Grade Reading	75% @ Grade Level	Monthly
Study Island: 2 nd Grade Math	75% @ Grade Level	Monthly
Study Island: 3 rd Grade Reading	75% @ Grade Level	Monthly
Study Island: 3 rd Grade Math	75% @ Grade Level	Monthly
Study Island: 4 th Grade Reading	75% @ Grade Level	Monthly
Study Island: 4 th Grade Math	75% @ Grade Level	Monthly
Study Island: 5 th Grade Reading	75% @ Grade Level	Monthly
Study Island: 5 th Grade Math	75% @ Grade Level	Monthly
Study Island: 6 th Grade Reading	75% @ Grade Level	Monthly

Study Island: 6 TH Grade Math	75% @ Grade Level	Monthly
Study Island: 7 th Grade Reading	75% @ Grade Level	Monthly
Study Island: 7 th Grade Math	75% @ Grade Level	Monthly
Study Island: 8 th Grade Reading	75% @ Grade Level	Monthly
Study Island: 8 th Grade Math	75% @ Grade Level	Monthly
Informal Writing Assessments	Proficient	Quarterly
Teacher & Staff attendance	95%	Monthly
Parent Complaints	>10%	Monthly

Media Arts Integration

Our plan is to establish a national advisory committee of media artists who are radio, digital print journalism and television personalities. Additionally, we will employ a media arts coordinator to teach media arts to students and teachers and to facilitate the integration of Media Arts standards in each grade level. Additionally, the media arts coordinator will work with teachers and develop media arts interim and exit products for each grade level

Gifted & Talented

Our Plan is to implement Renzulli's Schoolwide Enrichment Model to establish a school wide Gifted and Talented Program for all students. This will serve as the foundation of the G/T program onto which a comprehensive G/T program will be evolved for 2018-19 for students in grades 4-8 who are identified by standards based assessment and cognitive evaluations as Gifted.

COMPREHENSIVE ACADEMIC PLAN				
Viable Curriculum	Math & Science developed over summer Rubicon Atlas (Oakland ISD/MAISA) in ELA/Reading, Writing and Social Studies	Curriculum Maps will be adjusted to ensure that students have the opportunity to learn the requisite standards.	Core Teachers Electives Teachers Content Specialists Building Leadership District Leadership	
Instructional Strategies	<ul style="list-style-type: none"> • Reciprocal Teaching • Academic Language • Writing Across the Curriculum • Cooperative/interactive learning • Navigating Information and Expository texts • Black Board Configuration 	These will be specified on the walkthrough and evaluation instruments; Continued and ongoing professional learning will be provided focused upon these strategies.	Core Teachers Electives Teachers Content Specialists Building Leadership District Leadership	
Assessment				
MTSS	<ul style="list-style-type: none"> • Acceleration (previewing instruction, gaming (John Hopkins), micro teaching (.88 Hattie High Yield Strategy) • Intervention Hour Infused within schedule (Individualized based upon student performance data and mastery levels, Electives Teachers will receive PL in explicit instruction in writing) 	<p>A three tiered system will be employed.</p> <p>Tier One consists of universal interventions occurring at classroom level.</p>	Core Teachers Electives Teachers Content Specialists Building Leadership District Leadership	

	<ul style="list-style-type: none"> • Tier III students (level four MEAP performance) individually addressed immediately- .77 Hattie • PBIS Behavior Intervention 	<p>Tier II consists of Intervention Hour and After School Tutoring (second semester).</p> <p>Tier II consists of intensified interventions, support service staff, and individual child study.</p>		
Intervention and Enrichment Hour Infused within the School Day	<ul style="list-style-type: none"> • Specified based upon learners' needs • Based upon mastery of standards • Flexible grouping 		Core Teachers Electives Teachers Content Specialists Building Leadership District Leadership	

HIGH YIELD INSTRUCTIONAL STRATEGIES			
Action Item	Description	Steps to be Enacted	Responsible Parties
Reciprocal Teaching	.73 on Hattie's List of High Yield Strategies; Provides teachers with a dynamic strategy that is effective across the curriculum; cultivates student engagement	Professional learning provided to faculty; Monitored through walkthroughs	Core Teachers Electives Teachers Content Specialists Building Leadership District Leadership
Academic Language -	.67 on Hattie's List of High Yield Strategies;	Professional learning provided to faculty; Monitored through walkthroughs	Core Teachers Electives Teachers Content Specialists Building Leadership District Leadership
Writing Across Curriculum	.56 on Hattie's List of High Yield Strategies;	Professional learning provided to faculty; Monitored through walkthroughs	Core Teachers Electives Teachers Content Specialists Building Leadership District Leadership
Cooperative/Interactive Learning	.41 on Hattie's List of High Yield Strategies; Also emphasized in John Hopkins study on Interactivity and gaming	Professional learning provided to faculty; Monitored through walkthroughs	Core Teachers Electives Teachers Content Specialists Building Leadership District Leadership
Information and Expository Text Emphasized	.67 on Hattie's List of High Yield Strategies;	Professional learning provided to faculty; Monitored through walkthroughs	Core Teachers Electives Teachers Content Specialists Building Leadership District Leadership
Black Board Configuration	.52 on Hattie's List of High Yield Strategies;	Professional learning provided to faculty; Monitored through walkthroughs	Core Teachers Electives Teachers Content Specialists Building Leadership District Leadership

Classroom management / Behavior specific (specifically designated teachers)	.80 on Hattie's List of High Yield Strategies;	Teachers to receive specified professional learning; Referral and other disciplinary data will be collected and monitored on a regular basis; In-school suspension program started.	Core Teachers Electives Teachers Content Specialists Building Leadership District Leadership
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Schoolwide Reform Strategies		
Accountability Sequence / Progress Monitoring		
Action Item	Description	Responsible Parties
Data Conferences (Student Self Reporting 1.44 Effect Size - Hattie)	Conferences held between teachers and individual students (goal setting, discussion relative to progress realized, review of intervention strategies)	Core Teachers Electives Teachers
Weekly Leadership Meeting	Superintendent, & principal meet weekly to ascertain status/progress of plan implementation, make requisite adjustments based upon data reviews, ensure reporting obligations are met; resource and systems alignment.	Building Leadership District Leadership
School Improvement Team Meeting	Consists of Principal, lead teachers, parent representative(s), ad hoc members (Central Office, BES, Math and Reading Specialists, OAKLAND ISD, etc.)	Core Teachers Electives Teachers Building Leadership District Leadership Coordinator Social Worker Parent liaison PTO President/Representative
PLCs	Grade Level (horizontal), and Content (vertical) team meetings held relying upon ILC	Core Teachers Electives Teachers Building Leadership District Leadership
Weekly Transformation Team Meeting	Principal, Support Staff (Special Ed Coordinator, social worker, attendance support personnel,	Special Ed Coordinator Social Worker Attendance Agent Parent liaison Building Leadership District Leadership

	parent liaison, etc.) Teacher Leader Representative	
Daily Walkthroughs	Leadership walkthroughs conducted daily, and information (data) analyzed weekly (daily where necessary)	Content Specialists Building Leadership District Leadership
Data Reviews by Grade Level Teams	Grade Level teams report upon their progress toward implementing the Transformation Plan. Evidence of performance goals being met is presented/submitted. Updates on progress, and establishment of timelines/deadlines.	Core Teachers Electives Teachers Building Leadership District Leadership
Evaluation with Individualized Professional Growth Plan	Each teacher and staff member will develop a Results Based Evaluation Plan (personal growth plan aligned to Transformation plan and Unpacking Tool). Evaluation conducted via /Observation Thoughtful Classroom Model(walkthroughs and observations)	Core Teachers Electives Teachers Special Ed Coordinator Social Worker Attendance Agent Parent liaison Content Specialists Building Leadership District Leadership
Student Data Cards (Goal Setting and Motivation)	Based upon MAP/ NWEA and common assessment data along with classroom performance expectations	Core Teachers Electives Teachers

	(standards based grading); .56 on Hattie's List of High Yield Strategies;	
Data Walls in Classes	Emphases placed upon individualized student growth relative to last M-STEP administration, MAP/ NWEA Assessments, and Common Grade Level Assessments	Core Teachers Electives Teachers Content Specialists Building Leadership District Leadership
Data "War Room"	Emphases placed upon individualized student growth relative to last MEAP administration, MAP/ NWEA Assessments, and Common Grade Level Assessments	Core Teachers Electives Teachers Content Specialists Building Leadership District Leadership
Quarterly/Monthly Board Reports	Transparent and regular reporting to the Board of Education and authorizer (LSSU) relative to progress of plan implementation; data reviews/dialogues	Building Leadership District Leadership

Professional Learning Clusters [Afterschool]		
PLC Cluster	Assigned Wednesday	Student Activities/Programs for Extension & Acceleration
Kindergarten to 2 nd Grade	First Wednesday of the Month	<ul style="list-style-type: none"> • Computer Aided Support (i.e. Study Island) • Glory Math • Test Taking Strategies Curriculum • Academic Games and Team Games Tournaments • Rites of Passage (8th Grade once per month) • High Interest and Classic Literature book Studies • Writers' Workshop
3 rd to 5 th Grade	Second Wednesday of the Month	
6 th to 8 th Grade	Fifth Wednesday of the Month	
Electives, Special Education, and Support	Fourth Wednesday of the Month	

Ongoing Professional Learning Schedule			
Date	Professional Learning	PLC/ILC/Data Analysis/Curriculum Alignment	Team Data Review(s); *Individual Data Reviews; **Post-Observation Conferences; Book Study
TBD	Electives Teachers and Grades K-2 (CCSS & Standards, Exemplars, writing samples, and rubrics)	Gr. 3-5 and Middle School (Math, Science, and Social Studies) Curriculum Rollout	Middle School ELA/Reading(and Writing)
TBD	Electives Teachers and Grades K-2 (Content Area Reading Strategies)	Gr. 3-5 and Middle School (ELA, Science, and Social Studies) Curriculum Rollout	Middle School Mathematics (and Writing)
TBD	Electives Teachers and Grades K-2 (Understanding Expository Text and teaching the Paragraph)	Gr. 3-5 and Middle School (Math, ELA, and Social Studies) Curriculum Rollout	Middle School Science (and Writing)
TBD	Electives Teachers and Grades K-2 (Reciprocal Teaching)	Gr. 3-5 and Middle School (Math, Science, and ELA)	Middle School Social Studies (and Writing)
TBD	Electives Teachers and Grades K-2 (Student Engagement Systems & Writing Across the Curriculum)	<i>All Grade Level/Content Teams that are not in other sessions</i>	3rd Grade
TBD	***Classroom Management/BBC	<i>All Grade Level/Content Teams that are not in other sessions</i>	4th Grade
TBD	***High Yield Instructional Strategies Review	<i>All Grade Level/Content Teams that are not in other sessions</i>	5th Grade
TBD	***Classroom Management/BBC	<i>All Grade Level/Content Teams that are not in other sessions</i>	Kindergarten
TBD	High Yield Instructional Strategies Going Deeper	<i>All Grade Level/Content Teams that are not in other sessions</i>	1st Grade

TBD	<i>High Yield Instructional Strategies Going Deeper</i>	<i>All Grade Level/Content Teams that are not in other sessions</i>	2nd Grade
TBD	<i>***Classroom Management/BBC</i>	<i>All Grade Level/Content Teams that are not in other sessions</i>	ELA / Reading
TBD	<i>***Test Administration/Proctoring All Grades 3-8 and Electives Teachers</i>	<i>All Grade Level/Content Teams that are not in other sessions</i>	Math
TBD	<i>***Test Administration/Proctoring All Grades 3-8 and Electives Teachers</i>	<i>All Grade Level/Content Teams that are not in other sessions</i>	Science
TBD		<i>All Grade Level/Content Teams that are not in other sessions</i>	Social Studies & Electives
TBD		<i>All Grade Level/Content Teams that are not in other sessions</i>	Middle School ELA/Reading(and Writing)

Tab D

SECTION D
CURRICULUM

Schedule 7: Required Information for Public School Academy

Schedule 7d Curriculum

Subject	Grade Level(s)	Curriculum Resource
Math	K-8	Engaged NY/Eureka Math https://www.engageny.org/
ELA & Writing	K-5	Literacy by Design Published by Rigby: Harcourt Achieve Inc.
ELA & Writing	6-8	Engaged NY/Expeditionary Learning https://www.engageny.org/
Science	K-5	Oakland Schools – Rubicon Atlas Complete curriculum can be accessed at the website below: https://oaklandk12-public.rubiconatlas.org/ -Click “Browse” -Click “Grade” then go to your grade and subject -Click on the unit to access subject information
Science	6-8	Integrated Science - McGraw Hill Education
Social Studies	K-5	Oakland Schools – Rubicon Atlas Complete curriculum can be accessed at the website below: https://oaklandk12-public.rubiconatlas.org/ -Click “Browse” -Click “Grade” then go to your grade and subject -Click on the unit to access subject information
Social Studies	6-8	Study Island Online Social Studies Course www.studyisland.com

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	(standards based grading); .56 on Hattie's List of High Yield Strategies;	
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Professional Learning Clusters [Afterschool]		
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3 rd to 5 th Grade	Second Wednesday of the Month	
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Electives, Special Education, and Support	Fourth Wednesday of the Month	

Ongoing Professional Learning Schedule			
Date	Professional Learning	PLC/ILC/Data Analysis/Curriculum Alignment	Team Data Review(s); *Individual Data Reviews; **Post-Observation Conferences; Book Study
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TBD	Electives Teachers and Grades K-2 (Content Area Reading Strategies)	Gr. 3-5 and Middle School (ELA, Science, and Social Studies) Curriculum Rollout	Middle School Mathematics (and Writing)
TBD	Electives Teachers and Grades K-2 (Understanding Expository Text and teaching the Paragraph)	Gr. 3-5 and Middle School (Math, ELA, and Social Studies) Curriculum Rollout	Middle School Science (and Writing)
TBD	Electives Teachers and Grades K-2 (Reciprocal Teaching)	Gr. 3-5 and Middle School (Math, Science, and ELA)	Middle School Social Studies (and Writing)
TBD	Electives Teachers and Grades K-2 (Student Engagement Systems & Writing Across the Curriculum)	<i>All Grade Level/Content Teams that are not in other sessions</i>	3rd Grade
TBD	***Classroom Management/BBC	<i>All Grade Level/Content Teams that are not in other sessions</i>	4th Grade
TBD	***High Yield Instructional Strategies Review	<i>All Grade Level/Content Teams that are not in other sessions</i>	5th Grade
TBD	***Classroom Management/BBC	<i>All Grade Level/Content Teams that are not in other sessions</i>	Kindergarten
TBD	High Yield Instructional Strategies Going Deeper	<i>All Grade Level/Content Teams that are not in other sessions</i>	1st Grade

TBD	<i>High Yield Instructional Strategies Going Deeper</i>	<i>All Grade Level/Content Teams that are not in other sessions</i>	2nd Grade
TBD	<i>***Classroom Management/BBC</i>	<i>All Grade Level/Content Teams that are not in other sessions</i>	ELA / Reading
TBD	<i>***Test Administration/Proctoring All Grades 3-8 and Electives Teachers</i>	<i>All Grade Level/Content Teams that are not in other sessions</i>	Math
TBD	<i>***Test Administration/Proctoring All Grades 3-8 and Electives Teachers</i>	<i>All Grade Level/Content Teams that are not in other sessions</i>	Science
TBD		<i>All Grade Level/Content Teams that are not in other sessions</i>	Social Studies & Electives
TBD		<i>All Grade Level/Content Teams that are not in other sessions</i>	Middle School ELA/Reading(and Writing)

Tab E

SECTION E

METHODS OF PUPIL ASSESSMENT

Methods of Assessment

District Assessment- MAP- NWEA

- NWEA delivers the insights that help students learn, teachers teach, and leaders lead.
- MAP Skills is a skills mastery and progress monitoring assessment that helps teachers drill down to the specific skills each student needs to learn. Use it between MAP Growth administrations to see exactly what struggling students are missing and advanced students are ready to take on—then adjust instruction in the moment and monitor student progress.
- Discover how adding MAP Skills to your assessment toolbox can make a difference for your students.

State Assessment

- **M-Step** This video provides an easy to understand summary of the **Michigan Student Test of Educational Progress (M-STEP)** assessment and explains Computer Adaptive Testing (CAT) and how it provides more precise information on student learning and growth.

School Assessment

- Monthly, Weekly, Quarterly assessments administered in line with current curriculum tools and resources.

Tab F

SECTION F

APPLICATION AND ENROLLMENT OF STUDENTS

Application and Enrollment Requirements

Sarah J. Webber Media Arts Academy

Enrollment Limits

The Academy will offer Kindergarten through eighth grade. The maximum enrollment shall be 400 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

Sarah J. Webber Media Arts 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

Sarah J. Webber Media Arts 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

Sarah J. Webber Media Arts 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.

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 eighth 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.