

*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

W-A-Y ACADEMY
(A PUBLIC SCHOOL ACADEMY)

July 1, 2022

TABLE OF CONTENTS

<u>Contract Documents</u>	<u>Tab</u>
Resolution Authorizing the Academy and Establishing the Method of Selection, Length of Term, and Number of Members of Board of Directors.....	A
Terms and Conditions of Contract.....	B
Contract Schedules.....	C
Schedule 1: Articles of Incorporation.....	1
Schedule 2: Bylaws.....	2
Schedule 3: Fiscal Agent Agreement.....	3
Schedule 4: Oversight Agreement.....	4
Schedule 5: Description of Staff Responsibilities.....	5
Schedule 6: Physical Plant Description.....	6
Schedule 7: Required Information for Public School Academy.....	7
• Section a: Governance Structure.....	a
• Section b: Educational Goals.....	b
• Section c: Educational Programs.....	c
• Section d: Curriculum.....	d
• Section e: Methods of Pupil Assessment.....	e
• Section f: Application and Enrollment of Students.....	f
• Section g: School Calendar and Schedule.....	g
• Section h: Age or Grade Range for Pupils.....	h

**AUTHORIZING RESOLUTION
AND
RESOLUTION**



**RESOLUTION ADOPTED BY LAKE SUPERIOR STATE UNIVERSITY
BOARD OF TRUSTEES ON JANUARY 21, 2022**

On motion by Ms. Patricia Caruso and second by Mr. 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 27, 2017, the University Board issued to **WAY Detroit 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, 2022 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, 2027; 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 21st day of January, 2022, with a vote of 7 for, 0 opposed, and 0 abstaining.

Signature: Lawrence



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 Kronk
Jenny Kronk, Chair, Board of Trustees

Date April 27, 2012
April 27, 2012

**CONTRACT TERMS
AND CONDITIONS**

**TERMS AND CONDITIONS
OF CONTRACT**

DATED: JULY 1, 2022

ISSUED BY

THE LAKE SUPERIOR STATE UNIVERSITY BOARD OF TRUSTEES

TO

**W-A-Y ACADEMY
(A PUBLIC SCHOOL ACADEMY)**

CONFIRMING THE STATUS OF

W-A-Y ACADEMY

AS A

PUBLIC SCHOOL ACADEMY

TABLE OF CONTENTS

**ARTICLE I
DEFINITIONS**

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

**ARTICLE II
RELATIONSHIP BETWEEN
THE ACADEMY AND THE UNIVERSITY BOARD**

Section 2.1.	Constitutional Status of Lake Superior State University	5
Section 2.2.	Independent Status of the Academy	5
Section 2.3.	Financial Obligations of the Academy Are Separate From the State of Michigan, University Board and the University	6
Section 2.4.	Academy Has No Power To Obligate or Bind State of Michigan, University Board or the University.....	6

**ARTICLE III
ROLE OF THE UNIVERSITY BOARD
AS AUTHORIZING BODY**

Section 3.1.	University Board Resolutions	6
Section 3.2.	University Board as Fiscal Agent for the Academy	6
Section 3.3.	Oversight Responsibilities of the University Board	7
Section 3.4.	Reimbursement of University Board Expenses	7
Section 3.5.	University Board Approval of Condemnation.....	7
Section 3.6.	Authorization of Employment	7
Section 3.7.	Charter Schools Office Review of Certain Financing Transactions	7
Section 3.8.	Authorizing Body Contract Authorization Process	8
Section 3.9.	University Board’s Invitation to Academy to Apply For Conversion to Schools of Excellence.....	9

**ARTICLE IV
REQUIREMENT THAT THE ACADEMY
ACT SOLELY AS GOVERNMENTAL ENTITY**

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

Section 4.4.	Incompatible Public Offices and Conflicts of Interest Statutes	9
Section 4.5.	Prohibition of Identified Family Relationships.....	10
Section 4.6.	Dual Employment Positions Prohibited.....	11
Section 4.7.	Oath of Public Office	11
Section 4.8.	Academy Counsel	11

ARTICLE V
CORPORATE STRUCTURE OF THE ACADEMY

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

ARTICLE VI
OPERATING REQUIREMENTS

Section 6.1.	Governance Structure.....	11
Section 6.2.	Educational Goals	12
Section 6.3.	Educational Programs	12
Section 6.4.	Curriculum	12
Section 6.5.	Method of Pupil Assessment	12
Section 6.6.	Application and Enrollment of Students.....	12
Section 6.7.	School Calendar and School Day Schedule.....	12
Section 6.8.	Age or Grade Range of Pupils	13
Section 6.9.	Collective Bargaining Agreements	13
Section 6.10.	Accounting Standards	13
Section 6.11.	Annual Financial Statement Audit.....	13
Section 6.12.	Address and Description of Physical Plant; Process for Expanding Academy’s Site Operations.....	13
Section 6.13.	Contributions and Fund Raising	14
Section 6.14.	Disqualified Organizational or Contractual Affiliations.....	14
Section 6.15.	Method for Monitoring Academy’s Compliance with Applicable Law and Performance of its Targeted Educational Outcomes	14
Section 6.16.	Matriculation Agreements	14
Section 6.17.	Postings of Accreditation Status	14
Section 6.18.	New Public School Academies Located Within The Boundaries of A Community District.	14

ARTICLE VII
TUITION PROHIBITED

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

ARTICLE VIII
COMPLIANCE WITH APPLICABLE LAW

Section 8.1. Compliance with Applicable Law15

ARTICLE IX
AMENDMENT

Section 9.1. Amendments15
Section 9.2. Process for Amendment Initiated by the Academy15
Section 9.3. Process for Amendment Initiated by the University Board16
Section 9.4. Final Approval of Amendments.....16
Section 9.5. Change in Existing Law16
Section 9.6. Emergency Action on Behalf of University Board.....16

ARTICLE X
CONTRACT TERMINATION, SUSPENSION, AND REVOCATION

Section 10.1. Statutory Grounds for Revocation17
Section 10.2. Other Grounds for Revocation.....17
Section 10.3. Automatic Amendment Of Contract; Automatic Termination of Contract If All
Academy Sites Closed; Economic Hardship Termination.....18
Section 10.4. Grounds and Procedures for Academy Termination of Contract19
Section 10.5. Grounds and Procedures for University Termination of Contract.....19
Section 10.6. University Board Procedures for Revoking Contract19
Section 10.7. Contract Suspension.....22
Section 10.8. Venue; Jurisdiction23
Section 10.9. Conservator; Appointment By University President23
Section 10.10. Academy Dissolution Account24

ARTICLE XI
PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

Section 11.1. The Academy Budget; Transmittal of Budgetary Assumptions; Budget Deficit;
Enhanced Deficit Elimination Plan.....25
Section 11.2. Insurance26
Section 11.3. Legal Liabilities and Covenant Against Suit31
Section 11.4. Lease or Deed for Proposed Single Site31
Section 11.5. Occupancy and Safety Certificates32
Section 11.6. Criminal Background and History Checks; Disclosure of Unprofessional
Conduct.....32
Section 11.7. Special Education.....32
Section 11.8. Deposit of Public Funds by the Academy.....32
Section 11.9. Nonessential Elective Courses.....32
Section 11.10. Required Provisions for ESP Agreements33

Section 11.11.	Management Agreements	34
Section 11.12.	Administrator and Teacher Evaluation Systems.....	35
Section 11.13.	K to 3 Reading	35

ARTICLE XII
GENERAL TERMS

Section 12.1.	Notices	35
Section 12.2.	Severability	36
Section 12.3.	Successors and Assigns.....	36
Section 12.4.	Entire Contract	36
Section 12.5.	Assignment	36
Section 12.6.	Non Waiver	36
Section 12.7.	Governing Law	36
Section 12.8.	Counterparts.....	36
Section 12.9.	Term of Contract.....	36
Section 12.10.	Indemnification	36
Section 12.11.	Construction.....	37
Section 12.12.	Force Majeure	37
Section 12.13.	No Third Party Rights.....	37
Section 12.14.	Non-agency	37
Section 12.15.	University Board or CSO General Policies on Public School Academies Shall Apply.....	37
Section 12.16.	Survival of Provisions.....	37
Section 12.17.	Information Available to the Public.....	37
Section 12.18.	Termination of Responsibilities	38
Section 12.19.	Disposition of Academy Assets Upon Termination or Revocation of Contract.....	38
Section 12.20.	Student Privacy	38
Section 12.21.	Disclosure of Information to Parents and Legal Guardians.....	39
Section 12.22.	List of Uses for Student Directory Information; Opt Out Form; Notice to Student’s Parent or Legal Guardian	40
Section 12.23.	Confidential Address Restrictions	40
Section 12.24.	Partnership Agreement.....	40
Section 12.25.	Statewide Safety Information Policy	41
Section 12.26.	Criminal Incident Reporting Obligation	41
Section 12.27.	Academy Emergency Operations Plan	41
Section 12.28.	School Safety Liaison	41
Section 12.29.	New Building Construction or Renovations	41
Section 12.30.	Annual Expulsion Report and Website Report on Criminal Incidents	42

Exhibit A

Schedules

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

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

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

WHEREAS, the Michigan Legislature has delegated to the governing boards of state public universities, community University boards, including tribally controlled community University 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 W-A-Y Academy which is established as a public school academy pursuant to this Contract.
- (b) “Academy Board” means the Board of Directors of the Academy.
- (c) “Applicable Law” means all state and federal law applicable to public school academies, including all rules, regulations, and orders promulgated thereunder.
- (d) “Application” means the public school academy application and supporting documentation submitted to the University Board for the establishment of the Academy and supplemented by material submitted pursuant to the University Board’s requirements for reauthorization.

- (e) “Authorizing Resolution” means the Resolutions adopted by the University Board on January 21, 2022.
- (f) “Charter Schools Director” means the person designated by the University Board to administer the operations of the Charter Schools Office.
- (g) “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.
- (h) “Code” means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1853 of the Michigan Compiled Laws.
- (i) “Community District” means a community school district created under part 5B of the Code, MCL 380.381 et seq.
- (j) “Conservator” means an individual appointed by the University President in accordance with Section 10.9 of these Terms and Conditions.
- (k) “Contract” means, in addition to the definition set forth in the Code, these Terms and Conditions, Exhibit A containing the Authorizing Resolution and the Resolution, the Master Calendar, the ESP Policies, the Lease Policies, the Schedules, and the Application.
- (l) “Director” means a person who is a member of the Academy Board of Directors.
- (m) “Educational Service Provider” or “ESP” means an educational management organization as defined under section 503c of the Code, MCL 380.503c, that has entered into a contract or agreement with the Academy Board for operation or management of the Academy, which contract has been submitted to the 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.
- (n) “Educational Service Provider Policies” or “ESP Policies” means those policies adopted by the Charter Schools Office that apply to a Management Agreement. The Charter Schools Director may, at any time and at his or her sole discretion, amend the ESP Policies. The ESP Policies in effect as of this date are incorporated into and part of this Contract. Upon amendment, changes to the ESP Policies shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.

- (o) “Fund Balance Deficit” means the Academy has more liabilities than assets at the end of any given school fiscal year, and includes any fiscal year where the Academy would have had a budget deficit but for a financial borrowing by the Academy or a monetary contribution by an Educational Service Provider or other person or entity to the Academy. If the Academy receives a gift or grant of money or financial support from an Educational Service Provider or other person or entity that does not require repayment by the Academy, and is not conditioned upon the actions or inactions of the Academy or the Academy Board, then such gift or grant shall not constitute a financial borrowing or contribution for purposes of determining a Fund Balance Deficit.
- (p) “Lease Policies” means those policies adopted by the Charter Schools Office 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. The Lease Policies in effect as of this date are incorporated into and part of this Contract. Upon amendment, changes to the Lease Policies shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.
- (q) “Management Agreement” or “ESP Agreement” means an agreement as defined under section 503c of the Code, MCL 380.503c, that has been entered into between an ESP and the Academy Board for the operation and/or management of the Academy, which has been submitted to the Charter Schools Office for review as provided in Section 11.11 and has not been disapproved by the Charter Schools Director.
- (r) “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.
- (s) “President” means the President of Lake Superior State University or his or her designee.
- (t) “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.

- (u) “Schedules” means the following Contract documents of the Academy: Schedule 1: Articles of Incorporation, Schedule 2: Bylaws, Schedule 3: Fiscal Agent Agreement, Schedule 4: Oversight Agreement, Schedule 5: Description of Staff Responsibilities, Schedule 6: Physical Plant Description and Schedule 7: Required Information for Public School Academies.
- (v) “State Board” means the State Board of Education, established pursuant to Article 8, Section 3 of the 1963 Michigan Constitution and MCL 388.1001 et seq.
- (w) “State School Reform/Redesign Office” means the office created within the Michigan Department of Technology Management and Budget by Executive Reorganization Order 2015-02, codified at MCL 18.445, and transferred from the Michigan Department of Technology Management and Budget to the Michigan Department of Education by Executive Reorganization Order 2017-02, codified at MCL 388.1282.
- (x) “Superintendent” means the Michigan Superintendent of Public Instruction.
- (y) “Terms and Conditions” means this document entitled “Terms and Conditions of Contract, Dated July 1, 2022, Issued by the Lake Superior State University Board of Trustees to W-A-Y Academy Confirming the Status of W-A-Y Academy as a public school academy.”
- (z) “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 and MCL 390.391 et seq.
- (aa) “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.
- (bb) “University Board Chairperson” means the Chairperson of the Lake Superior State University Board of Trustees or his or her designee. In Section 1.1(cc) below, “University Board Chairperson” means the Board Chairperson of the Lake Superior State University Board of Trustees.
- (cc) “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 Department the accreditation notice required under Section 502 of the Code, MCL 380.502.

Section 2.2. Independent Status of the Academy. The Academy is a body corporate and governmental entity authorized by the Code. The Academy is organized and shall operate as a public school academy and a nonprofit corporation. The Academy is not a division or part of the 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 Office 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) recruit, select and engage employees; (ii) pay their wages; (iii) evaluate performance; (iv) discipline and dismiss employees; and (v) control the employees' conduct, including the method by which the employee carries out his or her work. The Academy Board shall be responsible for carrying workers' compensation insurance and unemployment insurance for its employees. The Academy shall ensure that the term or length of any employment contract or consultant agreement does not extend beyond the term of this Contract and shall terminate in the event this Contract is revoked or terminated. In no event may an Academy employee's employment contract term, inclusive of automatic renewals, extend beyond the term of this Contract.

Section 3.7. Charter Schools Office 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 to the Charter Schools Office 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 Office 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 Charter Schools Office; and (c) copies of such other documentation regarding the transaction which is the subject of the proposed direct intercept as the 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, in his or her judgment, the proposed transaction violates this Contract or Applicable Law. If the proposed transaction is disapproved, such disapproval may, but shall not be required to, state one or more conditions which, if complied with by the Academy and any lender, lessor, seller or other party, would cause such disapproval to be deemed withdrawn. No transaction described in this Section may be entered into that is disapproved by the 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 governmental entity authorized to receive state school aid funds pursuant to Section 11 of Article IX of the State Constitution of 1963.

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

Section 4.3. Academy Board Members Serve In Their Individual Capacity. All Directors of the Academy Board shall serve in their individual capacity, and not as a representative or designee of any other person or entity. A person who does not serve in their individual capacity, or who serves as a representative or designee of another person or entity, shall be deemed ineligible to continue to serve as a Director of the Academy Board. A Director who violates this Section shall be removed from office, in accordance with the removal provisions found in the Resolution or Schedule 2: Bylaws. As set forth in the Resolution, a Director serves at the pleasure of the University Board, and may be removed with or without cause at any time.

Section 4.4. Incompatible Public Offices and Conflicts of Interest Statutes. The Academy shall comply with the Incompatible Public Offices statute, being MCL 15.181 et seq. of the Michigan Compiled Laws, and the Contracts of Public Servants with Public Entities statute, being MCL 15.321 et seq. of the Michigan Compiled Laws. The Academy Board shall ensure compliance with Applicable Law relating to conflicts of interest. Notwithstanding any other provision of this Contract, the following shall be deemed prohibited conflicts of interest for purposes of this Contract:

- (a) An individual simultaneously serving as an Academy Board member and as an owner, officer, director, employee or consultant of or independent contractor to an Educational Service Provider or an employee leasing company, or a subcontractor to an Educational Service Provider or an employee leasing company that has an ESP Agreement with the Academy;
- (b) An individual simultaneously serving as an Academy Board member and an Academy employee;

- (c) An individual simultaneously serving as an Academy Board member and an independent contractor to the Academy;
- (d) An individual simultaneously serving as an Academy Board member and a member of the governing board of another public school;
- (e) An individual simultaneously serving as an Academy Board member and a University official, employee, or paid consultant, as a representative of the University; and
- (f) An individual simultaneously serving as an Academy Board member and having an ownership or financial interest in any real or personal property leased or subleased to the Academy.

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

- (a) No person shall be appointed or reappointed to serve as an Academy Board member if the person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or same-sex domestic partner:
 - (i) Is employed by the Academy;
 - (ii) Works at or is assigned to work at the Academy;
 - (iii) Has an ownership, officer, policymaking, managerial, administrative non-clerical, or other significant role with the Academy's ESP or employee leasing company; or
 - (iv) Has an ownership or financial interest in any school building lease or sublease agreement with the Academy.
- (b) The Academy Board shall require each individual who works at the Academy to annually disclose any familial relationship with any other individual who works at, or provides services to, the Academy. For purposes of this subsection, familial relationship means a person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or same-sex domestic partner.

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

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

Section 4.8. Academy Counsel. The Academy Board shall select, retain and pay legal counsel to represent the Academy. The Academy shall not retain any attorney to represent the Academy if the attorney or the attorney's law firm also represents the Academy's Educational Service Provider or any person or entity leasing real property to the Academy, if any.

ARTICLE V

CORPORATE STRUCTURE OF THE ACADEMY

Section 5.1. Nonprofit Corporation. The Academy shall be organized and operated as a public school academy corporation organized under the Michigan Nonprofit Corporation Act, as amended, Act No. 162 of the Public Acts of 1982, being Sections 450.2101 to 450.3192 of the Michigan Compiled Laws. Notwithstanding any provision of the Michigan Nonprofit Corporation Act, as amended, the Academy shall not take any action inconsistent with the provisions of Part 6A of the Code or other Applicable Law.

Section 5.2. Articles of Incorporation. The Articles of Incorporation of the Academy, as set forth in Schedule 1, shall be the Articles of Incorporation of the Academy. Any subsequent amendments to the Academy's Articles of Incorporation shall only be incorporated into this Contract pursuant to Article IX of these Terms and Conditions.

Section 5.3. Bylaws. The Bylaws of the Academy, as set forth in Schedule 2, shall be the Bylaws of the Academy. Any subsequent amendments to the Academy's Bylaws shall only be incorporated into this Contract pursuant to Article IX of these Terms and Conditions.

Section 5.4. Quorum. Notwithstanding any document in the Contract that is inconsistent with this Section, including the Academy's Articles of Incorporation and Bylaws, a quorum of the Academy Board that is necessary to transact business and to take action shall be a majority of the Academy Board member positions set by the Authorizing Resolution.

ARTICLE VI

OPERATING REQUIREMENTS

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

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

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

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

Section 6.5. Method of Pupil Assessment. The Academy shall evaluate pupils' work based on the assessment strategies identified in Schedule 7e. The Academy also shall assess pupil performance using all applicable testing that the Code or the Contract require. The Academy shall provide the Charter Schools Office with copies of reports, assessments and test results concerning the following:

- (a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the Charter Schools Office;
- (b) an assessment of 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. The Academy Board shall select, retain and pay the Academy's independent auditor. The Academy Board shall not approve the retention of any independent auditor if that independent auditor or the auditor's firm is also performing accounting and/or auditing services for the Academy's Educational Service Provider, if applicable. In accordance with timeframes set forth in the Master Calendar, the Academy shall submit one (1) copy of the annual financial statement audit, auditor's management letters and any responses to auditor's management letters to the 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 7f by contract amendment pursuant to Article IX of these Terms and Conditions.

Section 6.17. Postings of Accreditation Status. The Academy shall post notices to the Academy's homepage of its website disclosing the accreditation status of each school as required by the Code.

Section 6.18. New Public School Academies Located Within The Boundaries of A Community District. If the Academy is a new public school academy and either of the circumstances listed below in (a) or (b) apply to the Academy's proposed site(s), the Academy represents to the University Board, intending that the University Board rely on such representation as a precondition to issuing this Contract, that the Academy has a substantially different governance, leadership and curriculum than the public school previously operating at the site(s):

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

ARTICLE VII

TUITION PROHIBITED

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

ARTICLE VIII

COMPLIANCE WITH APPLICABLE LAW

Section 8.1. Compliance with Applicable Law. The Academy shall comply with all applicable state and federal laws, including, but not limited to, to the extent applicable, the Code, the State School Aid Act of 1979, the Open Meetings Act, the Freedom of Information Act (“FOIA”), the Public Employment Relations Act, the Uniform Budgeting and Accounting Act, the Revised Municipal Finance Act of 2001, the Elliott-Larsen Civil Rights Act, the Persons with Disabilities Civil Rights Act, and Subtitle A of Title II of the Americans with Disabilities Act of 1990, Public Law 101-336, 42 USC & 12101 et seq. or any successor law. The Academy agrees to participate in state assessments, data collection systems, state level student growth models, state accountability and accreditation systems, and other public comparative data collection required for public schools. Additionally, the Academy shall comply with other state and federal laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other state or federal law to the Academy.

ARTICLE IX

AMENDMENT

Section 9.1. Amendments. The 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 may consider and vote upon a change proposed by the Academy following an opportunity for a presentation to the University Board by the Academy.

Section 9.3. Process for Amendment Initiated by the University Board. The University Board, or an authorized designee, may, at any time, propose specific changes in this Contract or may propose a meeting to discuss potential revision of this Contract. The University Board delegates to the 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 10.6, upon a determination that one or more of the following has occurred:

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

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

- (a) The Academy fails to achieve or demonstrate measurable progress toward achieving the educational goals and related measures identified in this Contract;
- (b) The Academy fails to properly implement, consistently deliver, and support the educational programs or curriculum identified in this Contract;
- (c) The Academy is insolvent, has been adjudged bankrupt, or has operated for two or more school fiscal years with a fund balance deficit;
- (d) The Academy has insufficient enrollment to successfully operate a public school academy, or the Academy has lost more than fifty percent (50%) of its student enrollment from the previous school year;
- (e) The Academy fails to fulfill the compliance and reporting requirements or defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract or, during the term of this Contract, it is discovered by the Charter Schools Office that the Academy failed to fulfill the compliance and reporting requirements or there was a violation of a prior Contract issued by the 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; Economic Hardship Termination. Except as otherwise provided in this Section 10.3, if the University Board is notified by the Department that an Academy site is subject to closure under section 507 of the Code, MCL 380.507 ("State's Automatic Closure Notice"), then this Contract shall automatically be amended to eliminate the Academy's authority to operate certain age and grade levels at the site or sites identified in the State's Automatic Closure Notice. If the State's Automatic Closure Notice includes all of the Academy's existing sites, then this Contract shall automatically be terminated at the end of the current school year in which either the State's Automatic Closure Notice is received without any further action of the University Board or the Academy.

Following receipt of the State's Automatic Closure 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, including the granting of any hardship exemption by the Department rescinding the State's Automatic Closure Notice ("Pupil Hardship Exemption"), shall be directed to the Department, in a form and manner determined by the Department.

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

If the Department elects not to issue a Pupil Hardship Exemption and the Charter Schools Director determines, in his or her discretion, that the closure of one or more sites as directed by the Department creates a significant economic hardship for the Academy as a going concern or the possibility of a mid-year school closure, then the 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 10.6(c) do not apply to an automatic termination initiated by the State's Automatic Closure Notice or an Economic Hardship Termination under this Section 10.3.

Section 10.4. Grounds and Procedures for Academy Termination of Contract. The Academy Board, by majority vote of its Directors, may, at any time and for any reason, request termination of this Contract. The Academy Board's request for termination shall be made to the Charter Schools 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 10.5. 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 10.5, the revocation procedures in Section 10.6 shall not apply.

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

(a) Notice of Intent to Revoke. The 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 Section 10.6(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; (iv) the appointment of a new Academy Board of Directors or a Conservator to take over operations of the Academy; or (v) closure of an Academy site(s). Reconstitution of the Academy does not prohibit the Department from issuing an order under section 507 of the Code, MCL 380.507, directing the automatic closure of the Academy's site(s).

(e) 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 10.6(b);

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

(iii) the Academy Board's response admits violations of the Contract or Applicable Law which the Charter Schools 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 10.6(c);

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

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

The Charter Schools 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 Department.

(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. The University Board may also direct that a portion of the Academy's state school aid funds be directed to fund the Academy's Dissolution account established under Section 10.10 of these Terms and Conditions.

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

(a) The 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 10.6. A copy of the suspension notice, setting forth the grounds for suspension, shall be sent to the Academy Board and to the Hearing Panel. If this subsection is implemented, the notice and hearing procedures set forth in Section 10.6 shall be expedited as much as possible.

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

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

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

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

- (a) take into his or her possession all Academy property and records, including financial, board, employment and student records;
- (b) institute and defend actions by or on behalf of the Academy;
- (c) continue the business of the Academy including entering into contracts, borrowing money, and pledging, mortgaging, or otherwise encumbering the property of the Academy as security for the repayment of loans. However, the power shall be subject to any provisions and restrictions in any existing credit documents;

- (d) hire, fire, evaluate and discipline employees of the Academy;
- (e) settle or compromise with any debtor or creditor of the Academy, including any governmental or taxing authority;
- (f) review all outstanding agreements to which the Academy is a party and to take those actions which the Academy Board may have exercised to pay, extend, rescind, renegotiate or settle such agreements as needed; and
- (g) perform all acts necessary and appropriate to fulfill the Academy's purposes as set forth under this Contract or Applicable Law.

Section 10.10. 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 may direct up to \$10,000 from each subsequent state school aid fund payment, not to exceed a combined total of \$30,000, to a separate Academy account ("Academy Dissolution Account") to be used exclusively by the Academy to pay the costs associated with the wind up and dissolution responsibilities of the Academy. Within five (5) business days of the 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. An intercept agreement entered into by the Academy and a third party lender or trustee shall include language that the third party lender or trustee acknowledges and consents to the funding of the Academy's dissolution account in accordance with this Contract. Any unspent funds remaining in the Academy's dissolution account after payment of all wind up and dissolution expenses shall be returned to the Academy.

ARTICLE XI

PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

Section 11.1. The Academy Budget; Transmittal of Budgetary Assumptions; Budget Deficit; Enhanced Deficit Elimination Plan.

The Academy agrees to comply with all of the following:

- (a) The Academy Board is responsible for establishing, approving, and amending an annual budget in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421 et seq.
- (b) Within ten (10) days after adoption by the Academy Board (but not later than July 1st) each year, the Academy Board shall submit to the 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 the Academy's deficit elimination plan, the Academy shall post the deficit elimination plan on the Academy's website.
- (e) If the Academy is required by the State Treasurer to submit an enhanced deficit elimination plan under section 1220 of the Code, MCL 380.1220, the Academy shall do all of the following:
 - (i) The enhanced deficit elimination plan shall be approved by the Academy Board before submission.

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

Section 11.2. Insurance. The Academy Board shall secure and maintain in its own name as the "first named insured" at all times the following insurance coverages:

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

	Can be Claims Made or Occurrence form.
	If Claims Made, retroactive date must be the same or before date of original University-PSA/SDA/UHS/SOE Charter Contract. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE.
	\$1,000,000 per occurrence & \$3,000,000 aggregate.
	In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.
	University must be included as an Additional Insured with Primary and Non-Contributory Coverage.

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

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

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

COVERAGE	REQUIREMENTS
Automobile Liability (AL) for Owned and Non-Owned Autos	\$1,000,000 per accident. In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured. University must be included as Additional Insured with Primary and Non-Contributory Coverage.
See Umbrella section for higher limit requirements.	Higher limits are required if PSA/SDA/UHS/SOE has its own buses.

COVERAGE	REQUIREMENTS
Workers' Compensation	Must be Occurrence form. Statutory Limits with \$1,000,000 Employers Liability Limits.
Requirement for PSA/SDA/UHS/SOE when leasing employees from Educational Service Provider (ESP) or Management Firm (MF)	NOTE: Must have Alternate Employer Endorsement from ESP/MF. Schedule PSA/SDA/UHS/SOE location on the ESP/MF Contract.
	NOTE: If PSA/SDA/UHS/SOE is leasing employees from ESP/MF and the PSA/SDA/UHS/SOE name does not have payroll, PSA/SDA/UHS/SOE still must carry Workers' Compensation coverage including Employers' Liability

COVERAGE	REQUIREMENTS
Crime	Must include Employee Dishonesty coverage. Must include third party coverage. \$500,000 limit.

COVERAGE	REQUIREMENTS
Umbrella	Can be Claims Made or Occurrence form. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the

	Umbrella is acceptable with a \$4,000,000 limit and aggregate. Also, an Umbrella policy with an unlimited aggregate is acceptable at a \$2,000,000
	If PSA/SDA/UHS/SOE has its own buses AND/OR has more than 1,000 students, must have MINIMUM \$5,000,000 per occurrence.
	If PSA/SDA/UHS/SOE purchases additional Umbrella limits to meet the \$1,000,000/\$3,000,000 for E&O then they must be in addition to the required Umbrella limit.
	In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.
	University must be included as Additional Insured with Primary and Non-Contributory Coverage.
	All coverages have to be included in the Umbrella that are in General Liability, Automobile and E&O.

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

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

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

ADDITIONAL RECOMMENDATIONS

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

DISCLAIMER:

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

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

The insurance must be obtained from a licensed mutual, stock, or other responsible company licensed to do business in the State of Michigan. The Academy may join with other public school academies to obtain insurance if the Academy Board finds that such an association provides economic advantages to the Academy, provided that each Academy maintains its identity as first named insured. The Academy shall have a provision included in all policies requiring notice to the University Board, at least thirty (30) days in advance, upon termination or non-renewal of the policy. In addition, the Academy shall submit within ten (10) days of

insurance renewal “Acord” copies of the insurance certificate of liability insurance and public school academy insurance verification document to the Charter Schools Director, or upon request, submit copies of insurance policies binder sheets evidencing all insurance required by the Contract, and proof of naming University as additionally insured. The Academy shall properly maintain the necessary insurance certificates evidencing the insurance required by the Contract.

When changing insurance programs or carriers, the Academy must provide copies of the proposed policies to the University Board, or its designee, at least thirty (30) days prior to the proposed change. The Academy shall not cancel its existing coverage without the prior approval of the Charter Schools Office.

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

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

COVERAGE	REQUIREMENTS
General or Public Liability (GL)	Must be Occurrence form
	Must include Sexual Abuse & Molestation coverage
	Must include Corporal Punishment coverage
	\$1,000,000 per occurrence & \$2,000,000 aggregate
	PSA must be included as First Named Insured
	University must be included as Additional Insured with Primary Coverage
	NOTE: Strict Disciplinary Academies must also have Security/Police Professional Liability coverage with MINIMUM of \$1,000,000 per occurrence
COVERAGE	REQUIREMENTS
Errors & Omissions (E&O)	Must include Employment Practices Liability
	Must include Directors' and Officers' coverage
	Must include School Leaders' E&O
	Can be Claims Made or Occurrence form
	If Claims Made, Retroactive Date must be the same or before date of original University-PSA contract
	\$1,000,000 per occurrence & \$3,000,000 aggregate
	PSA must be included as First Named Insured
University must be included as Additional Insured with Primary Coverage	
COVERAGE	REQUIREMENTS
Automobile Liability (AL)	\$1,000,000 per accident

for Owned and Non- Owned Autos	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 agrees and 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.

Any lease agreement entered into by the Academy shall include a termination provision permitting the Academy to terminate the lease, without cost or penalty to the Academy, in the event that the Academy is required to close an Academy site covered by the lease (i) pursuant to a notice issued by the Department under Section 507 of the Code, MCL 380.507; or (ii) pursuant to a reconstitution by the University pursuant to Section 507 of the Code, MCL 380.507 and these Contract Terms and Conditions. The provision shall also provide that the lessor/ landlord shall have no recourse against the Academy or the University Board for implementing the site closure or reconstitution. Nothing in this paragraph shall prevent the lessor/ landlord from receiving lease payments owed prior to site closure or reconstitution, or relieve the Academy from paying any costs or expenses owed under the lease prior to site closure or reconstitution.

A copy of the Academy's amended lease or deed shall be incorporated into this Contract under Schedule 6. Any subsequent amendments to any Academy real estate leasing agreement shall only be incorporated into this Contract pursuant to Article IX of these Terms and Conditions.

Section 11.5. Occupancy and Safety Certificates. The Academy Board shall: (i) ensure that the Academy's physical facilities comply with all fire, health and safety standards applicable to schools; and (ii) possess the necessary occupancy and safety certificates for the Academy's

physical facilities. The Academy Board shall not conduct classes until the Academy has complied with this Section 11.5. Copies of these certificates shall be incorporated into this Contract under Schedule 6.

Section 11.6. Criminal Background and History Checks; Disclosure of Unprofessional Conduct. The Academy shall comply with the Code concerning criminal background and criminal history checks for its teachers, school administrator(s), and for any other position requiring State Board approval. In addition, the Academy shall comply with the Code concerning the disclosure of unprofessional conduct by persons applying for Academy employment. This Section 11.6 shall apply to such persons irrespective of whether they are employed by the Academy or employed by an Educational Service Provider contracting with the Academy.

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

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

Section 11.9. Nonessential Elective Courses. If the Academy Board elects to provide nonessential elective courses to part-time pupils at a nonpublic school building, the Academy shall comply with Section 166b of the State School Aid Act of 1979, as amended, MCL 388.1766b. Prior to providing instruction, the Academy Board shall ensure that the Academy has sufficient documentation to qualify for part-time pupil funding under the State School Aid Act. The provision of nonessential elective courses by the Academy shall be incorporated into Schedule 7c of this Contract by amendment pursuant to Article IX of these Terms and Conditions.

Section 11.10. Required Provisions for ESP Agreements. Any Management Agreement with an ESP entered into by the Academy must contain the following provisions:

“Indemnification of Lake Superior State University. The parties acknowledge and agree that the Lake Superior State University Board of Trustees, Lake Superior State University and its members, officers, employees, agents or representatives (collectively referred to as “the University”) are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the [insert name of Educational Service Provider] 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, 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 [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 [insert name of Educational Service Provider], or which arise out of the failure of the [insert name of Educational Service Provider] to perform its obligations under the Contract, the Agreement or Applicable Law, as applicable. The parties expressly acknowledge and agree that 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 [insert name of Educational Service Provider] to enforce its rights as set forth in this Agreement."

"Agreement Coterminous With Academy's Contract. If the Academy's Contract issued by the 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 Department. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this agreement."

"Amendment Caused By Academy Site Closure or Reconstitution. In the event that the Academy is required (i) to close an Academy site pursuant to a notice issued by the Department under Section 507 of the Code, MCL 380.507; or (ii) to undergo a reconstitution pursuant to Section 507 of the Code, MCL 380.507 and the Contract Terms and Conditions, and such closure of an Academy site or reconstitution causes an amendment to or termination of this ESP Agreement, the parties agree that this ESP Agreement shall be amended or terminated to implement the Academy site

closure or reconstitution, with no cost or penalty to the Academy, and [insert name of Educational Service Provider] shall have no recourse against the Academy or the University Board for implementing such site closure or reconstitution.”

“Compliance with Section 12.17 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 Management Agreement shall state that the ESP must acquire insurance in addition to the insurance the Academy must obtain under the Contract. The coverage must be similar to the insurance coverage required for the Contract and the Management Agreement must detail the type and amount of such required coverage. Prior to entering any Management Agreement with an ESP, the Academy shall submit a copy of the final draft Management Agreement to the Charter Schools Office in a form and manner consistent with the ESP policies. A copy of the final executed Management Agreement shall be included in this Contract under Schedule 5. The Charter Schools Office may, from time to time during the term of this Contract, amend the ESP policies and the amended ESP policies shall automatically apply to the Academy without the need for a Contract amendment under article IX of these Terms and Conditions. The Charter Schools Office may disapprove the proposed Management Agreement submitted by the Academy if the Management Agreement is contrary to this Contract or Applicable Law. Any subsequent amendment to a Management Agreement shall be submitted for review by the Charter Schools Office in the same form and manner as a new Management Agreement.

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

Section 11.13. K to 3 Reading. If the Academy offers kindergarten through third grade, the Academy Board shall comply with section 1280f of the Code, MCL 380.1280f. The Academy shall ensure that all required actions, notices and filings required under section 1280f, MCL 380.1280f, are timely completed. The Master Calendar shall be updated to include the requirements set forth in section 1280f, MCL 380.1280f.

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 School Office Director
Lake Superior State University
650 W. Easterday Avenue
Sault Ste. Marie, Michigan 49783

If to Outside Counsel: Courtney F. Kissel
Dykema Gossett PLLC
201 Townsend Street, Suite 900
Lansing, Michigan 48933

If to Academy: School Leader
WAY Academy Detroit
8701 West Vernor Highway
Detroit, Michigan 48209

If to Academy Counsel: Kevin T. Sutton
Miller Johnson Law
409 E. Jefferson Ave., Fifth Floor
Detroit, Michigan 48226

Section 12.2. Severability. If any provision in this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Contract. If any provision of this Contract shall be or become in violation of Applicable Law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

Section 12.3. Successors and Assigns. The terms and provisions of this Contract are binding on and shall inure to the benefit of the parties and their respective successors and permitted assigns.

Section 12.4. Entire Contract. Except as specifically provided in this Contract, this Contract sets forth the entire agreement between the University Board and the Academy with respect to the subject matter of this Contract. All prior contracts, representations, statements, negotiations, understandings, and undertakings are superseded by this Contract.

Section 12.5. Assignment. This Contract is not assignable by either the Academy or the University Board.

Section 12.6. Non-Waiver. Except as provided herein, no term or provision of this Contract shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. No consent by any party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default.

Section 12.7. Governing Law. This Contract shall be governed and controlled by the laws of the State of Michigan as to interpretation, enforcement, validity, construction, and effect, and in all other respects.

Section 12.8. Counterparts. This Contract may be executed in any number of counterparts. Each counterpart so executed shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

Section 12.9. Term of Contract. This Contract shall commence on the date first set forth above and shall remain in full force and effect for 5 years until June 30, 2027, unless sooner revoked or terminated according to the terms hereof.

Section 12.10. Indemnification. As a condition to receiving a grant of authority from the University Board to operate a public school pursuant to the terms and conditions of this Contract, the Academy agrees to indemnify, defend and hold the 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, Part 6A of the Code and Applicable Law.

Section 12.20. Student Privacy. In order to protect the privacy of students enrolled at the Academy, the Academy Board, subject to Section 12.23, shall not:

(a) sell or otherwise provide to a for-profit business entity any personally identifiable information that is part of a pupil's education records. This subsection does not apply to any of the following situations:

- (i) for students enrolled in the Academy, providing such information to an educational management organization that has a contract with the Academy and whose contract has not been disapproved by the 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. Subject to Section 12.23:

(a) Within thirty (30) days after receiving a written request from a student's parent or legal guardian, the Academy shall disclose without charge to the student's parent or legal

guardian any personally identifiable information concerning the student that is collected or created by the Academy as part of the student's education records.

(b) Except as otherwise provided in this subsection (b) and within thirty (30) days after receiving a written request from a student's parent or legal guardian, the Academy shall disclose to a student's parent or legal guardian without charge any personally identifiable information provided to any person, agency or organization. The Academy's disclosure shall include the specific information that was disclosed, the name and contact information of each person, agency, or organization to which the information has been disclosed; and the legitimate reason that the person, agency, or organization had in obtaining the information. The parental disclosure requirement does not apply to information that is provided:

- (i) to the Department or CEPI;
- (ii) to the student's parent or legal guardian;
- (iii) by the Academy to the 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) Subject to Section 12.23, the Academy shall do all of the following:
 - (i) Develop a list of uses (the "Uses") for which the Academy commonly would disclose a student's directory information.
 - (ii) Develop an opt-out form that lists all of the Uses and allows a student's parent or guardian to elect not to have the student's directory information disclosed for 1 or more Uses.
 - (iii) Present the opt-out form to each student's parent or guardian within the first thirty (30) days of the school year and at other times upon request.
 - (iv) If an opt-out form is signed and submitted to the Academy by a student's parent or guardian, then the Academy shall not include the student's directory information in any of the Uses that have been opted out of in the opt-out form.

(b) The terms "directory information" shall have the same meaning as defined in MCL 380.1136.

Section 12.23. Confidential Address Restrictions.

(a) The Academy shall not disclose the confidential address of a student if the student or the student's parent or legal guardian has obtained a participation card issued by the department of the attorney general under the address confidentiality program act and the parent or legal guardian provides notice of the issuance of the participation card, in a form and manner prescribed by the Michigan Department of Education.

(b) The term "confidential address" shall have the meaning as defined in MCL 380.1136.

Section 12.24. Partnership Agreement. If the Department and State Reform Office impose a partnership agreement on the Academy, the Academy shall work collaboratively with the Department, the State Reform Office and other partners to implement the partnership agreement. In the event that a provision in the partnership agreement is inconsistent with a provision in this Contract, this Contract shall control.

Section 12.25. Statewide Safety Information Policy. The Academy shall adopt and adhere to the statewide school safety information policy required under section 1308 of the Code, MCL 380.1308. The statewide school safety information policy may also address Academy procedures for reporting incidents involving possession of a dangerous weapon as required under section 1313 of the Code, MCL 380.1313.

Section 12.26. Criminal Incident Reporting Obligation. Within twenty-four (24) hours after an incident occurs, the Academy shall provide a report to the Michigan State Police, in a form and manner prescribed by State Police, either of the following: (i) an incident involving a crime that must be reported under section 1310a(2) of the Code, MCL 380.1310a(2); or (ii) an

incident, if known to the Academy, involving the attempted commission of a crime that must be reported under section 1310a(2) of the Code, MCL 380.1310a(2). Failure to comply may result in the Academy being ineligible to receive any school safety grants from the Michigan State Police for the fiscal year in which the noncompliance is discovered by State Police.

Section 12.27. Academy Emergency Operations Plan.

(a) Beginning in the 2019-2020 school year, and at least biennially thereafter, the Academy shall, in conjunction with at least 1 law enforcement agency having jurisdiction over the Academy, conduct either (i) a review of the Academy's emergency operations plan, including a review of the vulnerability assessment; or (ii) a review of the Academy's statewide school safety information policy, as applicable.

(b) Not later than January 1, 2020, the Academy shall either (i) develop an emergency operations plan for each school building, including recreational structure or athletic field, operated by the Academy with input from the public; or (ii) adopt a statewide school safety information policy under section 1308 of the Code, MCL 380.1308. The emergency operations plan or statewide school safety information policy shall comply with section 1308b(3) of the Code, MCL 380.1308b(3). Within thirty (30) days, the Academy shall provide to the Department, in a form and manner determined by the Department, notice of the adoption of an emergency operations plan or the completion of an emergency operations plan review, as applicable.

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

Section 12.29. New Building Construction or Renovations. The Academy shall not commence construction on a new school building or the major renovation of an existing school building unless the Academy consults on the plans of the construction or major renovation regarding school safety issues with the law enforcement agency that is or will be the first responder for that school building. School building includes either a building intended to be used to provide pupil instruction or a recreational or athletic structure or field used by pupils.

Section 12.30. Annual Expulsion Report and Website Report on Criminal Incidents. On an annual basis, the Academy Board shall do the following:


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

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

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

As the designated representative of the 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, Ph.D., President

Date: July 1, 2022

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.

WAY ACADEMY DETROIT

By: 
Michael Murray, Academy Board President

Date: July 1, 2022

CONTRACT SCHEDULES

Schedules

Articles of Incorporation 1

Bylaws 2

Fiscal Agent Agreement 3

Oversight Agreement 4

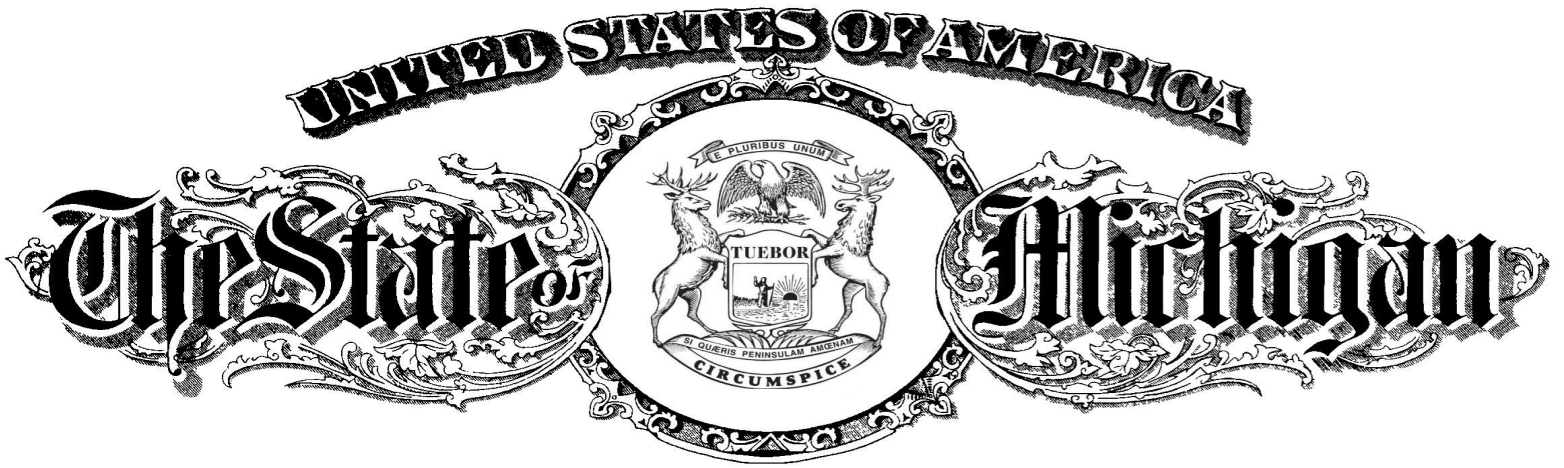
Description of Staff Responsibilities 5

Physical Plant Description 6

Required Information for Public School Academy 7

CONTRACT SCHEDULE 1

ARTICLES OF INCORPORATION



Lansing, Michigan

This is to Certify That the Annexed List of Images for:

W-A-Y ACADEMY

has been compared by me with the record on file in this Department and that the same is a true copy thereof, and the whole of such record.

AND I FURTHER CERTIFY that the above constitutes all documents on file in this office for the corporation.

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



Sent by electronic transmission

Certificate Number: 22060310408

In testimony whereof, I have hereunto set my hand, in the City of Lansing, this 13th day of June, 2022.

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF COMMERCIAL SERVICES

Date Received
JUL 02 2012

JUN 19 2012

(FOR BUREAU USE ONLY)

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

Item Info: 1 17779459-1 06/19/12
CHK#: 6140 AD: \$10.00
ID: 70949E

Name Robert A. Lusk, Registered Agent		
Address 40950 Woodward, Ave., Ste. 350		
City Bloomfield Hills	State MI	ZIP Code 48304

FILED

EFFECTIVE DATE: **JUL 02 2012**

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

Administrator
BUREAU OF COMMERCIAL SERVICES

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

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

- The present name of the corporation is:
W-A-Y Academy The authorizing body for the corporation is Lake Superior State University (LSSU).
- The identification number assigned by the Bureau is: 70949E
- All former names of the corporation are:
LEARNEVERYWHERE
- The date of filing the original Articles of Incorporation was: May 4, 2011

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

ARTICLE I

The name of the corporation is:
W-A-Y Academy

ARTICLE II

The purpose or purposes for which the corporation is organized are:
See attached Amendments to Articles of Incorporation

10

ARTICLE III

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

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

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

(The valuation of the above assets was as of _____ . _____)
The corporation is to be financed under the following general plan:
Grants and donations.

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

ARTICLE IV

1. The name of the resident agent is: Robert A. Lusk
2. The address of the registered office is:
40950 Woodward Ave., Ste., 350 Bloomfield Hills , Michigan 48304
(Street Address) (City) (ZIP Code)
3. The mailing address of the registered office, if different than above:

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

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

See attached Amendments to Articles of Incorporation

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

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

Signed this _____ day of _____, _____

By _____
(Signature of Authorized Officer or Agent)

(Type or Print Name)

- b. These Restated Articles of Incorporation were duly adopted on the 12th day of June, 2012, in accordance with the provisions of Section 642 of the Act. These Restated Articles of Incorporation restate, integrate, and do further amend the provisions of the Articles of Incorporation, and:
(Check one of the following)

were duly adopted by the shareholders, the members, or the directors (if organized on a nonstock directorship basis). The necessary number of votes were cast in favor of these Restated Articles of Incorporation.

were duly adopted by the written consent of all the shareholders or members entitled to vote in accordance with Section 407(3) of the Act.

were duly adopted by the written consent of all the directors pursuant to Section 525 of the Act as the corporation is organized on a directorship basis.

were duly adopted by the written consent of the shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act. Written notice to shareholders or members who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation).

Signed this 15th day of June, 2012

By Elizabeth W. Bauer
(Signature of President, Vice-President, Chairperson, or Vice-Chairperson)

Elizabeth Bauer
(Type or Print Name)

President
(Type or Print Title)

AMENDMENTS TO ARTICLES

Article II of the Articles of Incorporation is hereby amended to read as follows:

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

- A. 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 Revised School Code, as amended, of the Michigan Compiled Laws.
- B. To receive and administer funds and property and to operate exclusively for educational purposes within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, or comparable provisions of subsequent legislation (the "Code"), and, in particular, to research and develop a plan for implementing promising practices in learning, including charter schools, as well as to facilitate dialogue regarding innovative learning.
- C. To acquire, own, dispose of and deal with real and personal property and interests therein and to apply gifts, grants, bequests and devises and their proceeds in furtherance of the purposes of the corporation.
- D. To do such things and to perform such acts to accomplish its purposes as the Board of Directors may determine to be appropriate and as are not forbidden by section 501(c)(3) of the Code, with all the power conferred on nonprofit corporations under the laws of the State of Michigan.

Current Article VIII of the Articles of Incorporation is hereby deleted.

Articles VIII through XIV are hereby added as follows:

ARTICLE VIII

The corporation is a governmental entity.

ARTICLE IX

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 X

Before execution of a contract to charter a public school academy between the corporation and LSSU, 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 LSSU as required by the Revised School Code.

ARTICLE XI

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 XII

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 XIII

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 Code, 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 Lake Superior State University Board of Trustees 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 XIV

These Articles of Incorporation shall not be amended except by the process provided in the contract executed by the corporation and LSSU.

AMENDMENTS TO ARTICLES

Article I of the Articles of Incorporation is hereby amended to read as follows:

The name of the corporation is W-A-Y Academy.

The authorizing body for the corporation is Lake Superior State University (“LSSU”).

Article II of the Articles of Incorporation is hereby amended to read as follows:

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

- A. 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 Revised School Code, as amended, of the Michigan Compiled Laws.
- B. To receive and administer funds and property and to operate exclusively for educational purposes within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, or comparable provisions of subsequent legislation (the “Code”), and in particular to research and develop a plan for implementing promising practices in learning, including charter schools, as well as to facilitate dialogue regarding innovative learning.
- C. To acquire, own, dispose of and deal with real and personal property and interests therein and to apply gifts, grants, bequests and devises and their proceeds in furtherance of the purposes of the corporation.
- D. To do such things and to perform such acts to accomplish its purposes as the Board of Directors may determine to be appropriate and as are not forbidden by section 501(c)(3) of the Code, with all the power conferred on nonprofit corporations under the laws of the State of Michigan.

Article IV of the Articles of Incorporation is hereby amended to read as follows:

- 1. The name of the resident agent at the resident office is:
Robert A. Lusk
- 2. The address of its registered office is:

40950 Woodward Ave., Ste. 350
Bloomfield Hills, Michigan 48304-5129

Current Article VIII of the Articles of Incorporation is hereby deleted.

Articles VIII through XIV are hereby added as follows:

ARTICLE VIII

The corporation is a governmental entity.

ARTICLE IX

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 X

Before execution of a contract to charter a public school academy between the corporation and LSSU, 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 LSSU as required by the Revised School Code.

ARTICLE XI

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 XII

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 XIII

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 Code, 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 Lake Superior State University Board of Trustees 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 XIV

These Articles of Incorporation shall not be amended except by the process provided in the contract executed by the corporation and LSSU.

Open.M0070.M0072.11916745-1

Signature Certificate

Reference number: UEDUZ-UQM5A-CKNPX-UITUH

Signer	Timestamp	Signature
Sheila Flanagan Email: sheilamflanagan@yahoo.com		
Sent:	07 Mar 2022 16:29:46 UTC	IP address: 198.208.46.82
Viewed:	08 Mar 2022 00:16:39 UTC	Location: Troy, United States
Signed:	08 Mar 2022 00:18:23 UTC	

Document completed by all parties on:
08 Mar 2022 00:18:23 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 30,000+ companies worldwide.



CONTRACT SCHEDULE 2

BYLAWS

BYLAWS
OF
W-A-Y ACADEMY

ARTICLE I
NAME

This organization shall be called W-A-Y Academy (the "Academy" or "Corporation").

ARTICLE II
FORM OF CORPORATION

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

ARTICLE III
OFFICES

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

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

ARTICLE IV
BOARD OF DIRECTORS

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

Section 2. University Board Resolution Establishing Method of Selection, Length of Term and Number of Academy Board Members. The method of selection and appointment, length of term, number of directors, oath of public office requirements, tenure, removal,
{00169983 }

resignation, compensation and prerequisite qualifications for members of the Academy Board shall comply with the resolution adopted by the Authorizer’s Board of Regents (the “College Board”).

ARTICLE V

MEETINGS

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

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

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

<u># of Academy Board positions</u>	<u># required for Quorum</u>
Three (3)	Two (2)
Five (5)	Three (3)
Seven (7)	Four (4)
Nine (9)	Five (5)

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

<u># of Academy Board positions</u>	<u># for Quorum</u>	<u># required to act</u>
Three (3)	Two (2)	Two (2)
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)

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

Section 6. Notice to Directors. The Academy Board shall provide notice of any meeting to each Director stating the time and place of the meeting, with the delivery of such notice personally, by mail, facsimile or electronic mail to each Director at the Director's personal address or electronic mail address. Any Director may waive notice of any meeting by written statement sent by the Director to the Academy Board Secretary before or after the holding of the meeting. A Director's attendance at a meeting constitutes a waiver of the notice of the meeting required under this Section.

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

ARTICLE VI

COMMITTEES

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

ARTICLE VII

OFFICERS OF THE BOARD

Section 1. Number. The officers of the Corporation shall be a President, Vice-President, Secretary and Treasurer.

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

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

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

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

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

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

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

Section 9. Salaries. Officers of the Academy Board, as Directors of the Corporation, shall not be compensated for their services. By resolution of the Academy Board, Directors and officers of the Corporation may be reimbursed for reasonable expenses incident to their duties.

Section 10. Filling More Than One Office. Subject to the statute concerning the Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being Sections 15.181 to 15.185 of the Michigan Compiled Laws, any two offices of the Corporation except those of President and Vice-President may be held by the same person, but no officer shall execute, acknowledge or verify any instrument in more than one capacity.

ARTICLE VIII

CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS

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

Section 2. Loans. No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Academy Board. Such authority may be general or confined to specific instances. No loan, advance, overdraft or withdrawal by an officer or Director of the Corporation, other than in the ordinary and usual course of the business of the Corporation, shall be made or permitted. No loan entered into, by or on behalf of the Academy Board, shall in any way be considered a debt or obligation of the Authorizer or impose any liability on the Authorizer, the University Board, its regents, officers, employees or agents. To avoid creating or perpetuating circumstances in which the possibility of favoritism, conflicts of interest, or impairment of efficient operations may occur, the Corporation will not issue a debt instrument (e.g. loan agreement, promissory note, mortgage, line of credit, etc.) to any person employed by the Corporation or any person who serves on the Academy Board. This prohibition also applies to the issuance of a debt instrument to an entity owned or closely related to any Corporation employee or Academy Board member.

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

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

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

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

ARTICLE IX

INDEMNIFICATION

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

ARTICLE X

FISCAL YEAR

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

ARTICLE XI

AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by obtaining (a) the affirmative vote of a majority of the Academy Board at any regular or special meeting of the Academy Board, if a notice setting forth the terms of the proposal has been given in accordance with the notice requirements for such meetings, and (b) the written approval of the changes or amendments by the University President or his designee. In the event that a proposed change is not accepted by the University President or his designee, 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's Academy Board and by the University Board or its designee.

ARTICLE XI

CONTRACT DEFINITIONS

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

CERTIFICATION

The Academy Board certifies that these Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by unanimous consent of the Academy Board on the 12th day of June, 2012.

Sheila Flanagan

Secretary

Dated: 03 / 07 / 2022

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 W-A-Y Academy (the “Academy”), a public school academy.

Preliminary Recitals

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

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

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

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

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

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

“Agreement” means this Fiscal Agent Agreement.

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

“Other Funds” means any other public or private funds which the Academy receives and for which the University Board voluntarily agrees to receive and transfer to the Academy.

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

“State” means the State of Michigan.

“State Treasurer” means the office responsible for issuing funds to public school academies and schools of excellence 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 Academy Board and by a method of transfer acceptable to the Fiscal Agent.

Section 2.03. Limitation of Duties. The Fiscal Agent has no responsibilities or duties to verify the Academy's pupil membership count, as defined in the State School Aid Act of 1979, as amended, or to authorize, to approve or to determine the accuracy of the State 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 the Academy's State School Aid Payments be forwarded by the Fiscal Agent to a third party account for the payment of Academy debts and liabilities, the Academy shall submit to the Charter Schools Office: (i) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid Payments; and (ii) a copy of a State School Aid Payment Agreement and Direction document that is in a form and manner acceptable to the Fiscal Agent.

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 Board to be consistent with the purposes for which the funds were appropriated.

Section 4.03. Mid-Year Transfers. Funding for students transferring into or out of the Academy during the school year shall be in accordance with the State School Aid Act of 1979 or applicable State Board rules.

Section 4.04. Repayment of Overpayment. 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, 2022, 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 Applicable Law or this Agreement, nor shall the Fiscal Agent be responsible for the consequences of any error of judgment; and the Fiscal Agent shall not be answerable except for its own action, neglect or default, nor for any loss unless the same shall have been through its gross negligence or willful default.

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

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 Lake Superior State University Board of Trustees to WAY Detroit Academy.

BY: Alyson Hayden
Alyson Hayden
Bureau of State and Authority Finance
Michigan Department of Treasury

Date: July 6, 2022

076439.000036 4874-3279-3617.1

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 W-A-Y 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 thirty (30) days of the Academy Board approving the budget (original and amended, if applicable), the Academy shall place a copy of that budget on the Academy's website within a section of the website that is accessible to the public.

o. Unless the Charter Schools Office submits, within 5 days of submission, 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.

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

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

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

Section 2.03. Waiver and Delegation of Oversight Procedures. The 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 Charter Schools Office, the costs of performing an administrative review shall not be part of the administrative fee under this section but shall be an added service provided by the Charter Schools Office to the Academy on a fee for service basis, as authorized under the Code.

Section 4.02. Time of the Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Academy and the 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, the Michigan DataHub or any other state or federal agency.

Section 4.04. Fiscal Stress Notification from State Treasurer. If the State Treasurer notifies the Academy that the State Treasurer has declared the potential for Academy financial stress exists, the Academy shall provide a copy of the notice to the Charter Schools Office. Within fifteen (15) days of receipt of the notification from the Academy, the Charter Schools Office Director shall notify the Academy whether the Charter Schools Office is interested in entering into a contract to perform an administrative review for the Academy. The parties shall consult with the Department of Treasury on the development of the contract and the contract for administrative review shall comply with the Code. If the 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 background and record checks and unprofessional conduct check required by the Code for all Academy teachers and administrators
27. Academy Board approved policies
28. Copy of the annual financial audit and any management letters issued to the Academy Board
29. Proof of insurance as required by the Contract
30. Any other information specifically required under the Code

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

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

CONTRACT SCHEDULE 5

DESCRIPTION OF STAFF RESPONSIBILITIES

SCHEDULE 5
DESCRIPTION OF STAFF RESPONSIBILITIES

Director of Programs..... 5-1

Program Coordinator 5-4

Engagement Coach 5-6

Academic Success Coach 5-8

Attendance Liaison (Administrative Assistance)..... 5-9

Reading or Mathematics Interventionist..... 5-11

Lab Expert..... 5-11

Paraprofessional (includes ELL Para) 5-12

Mentor..... 5-13

Parent Liaison 5-14

Tutor..... 5-15

Management Agreement..... 5-17



W·A·Y™ ACADEMY
 Widening Advancements for Youth

WAY Academy Staff Expectations Chart

Goal of this document:

The goal of this document is to lay out the staff expectations for all of the positions at WAY Academy. This document will break down the expectations into Daily, Weekly, Monthly, and Yearly expectations. This document is to help provide transparency on the responsibilities for each position to ensure there is clarity on what they will be held accountable for.

Position	Daily	Weekly	Monthly	Yearly
<i><u>Director of Programs</u></i>	Supervise and Manage the Daily operations of WAY Academy. <ul style="list-style-type: none"> ● Handling stakeholder complaints and feedback. 	Send out a Weekly Staff email including: <ul style="list-style-type: none"> ● Data on Virtual Attendance ● Data on Credit earned and logins. ● Important updates 	Host/Attend Staff meetings including, but not limited to: <ul style="list-style-type: none"> ● Administrative Committee Meeting ● Professional 	Promote WAY Academy through building and district marketing initiatives. <ul style="list-style-type: none"> ● Open Enrollment- May to October ● 25E (Transfer)



W·A·Y™ ACADEMY

Widening Advancements for Youth

	<ul style="list-style-type: none"> • Ensure that staff are logging in and completing duties. • Reviewing Data reports for Attendance, Credit, Graduation, Course Requirements, etc. • Address any discipline issues with researchers or staff. <p>Help with planning and execution of projects as assigned by the Superintendent and Director of Charter Schools.</p> <p>Maintain Public Relations with staff, parents, researchers, and</p>	<p>and key dates.</p> <p>Attend the Weekly Director’s meeting hosted by the Superintendent.</p> <p>Maintain Regular communication with WAY Program Central Office staff.</p>	<p>Learning Community</p> <ul style="list-style-type: none"> • Building, District, and Mentor Professional Development • School Improvement Plan Meetings <p>Attend the WAY Academy School Board Meetings and communicate School Highlights and data (Enrollment, Retention, Credit Earned, and Attendance).</p> <p>Track trend line data including, but not limited to:</p> <ul style="list-style-type: none"> • Attendance • Enrollment • Credit Earned 	<p>Enrollment October to January</p> <ul style="list-style-type: none"> • Case by Case Enrollment- February to May <p>Organize professional development opportunities for Staff.</p> <p>Maintain professional development log and research needed professional development for personal growth.</p> <p>Observe and Evaluate all WAY Academy Staff.</p> <p>Facilitate organization and completion of state and charter required testing.</p> <ul style="list-style-type: none"> • Performance
--	---	--	--	--



W·A·Y™ ACADEMY

Widening Advancements for Youth

	<p>community.</p> <p>Monitor and Develop programs at WAY Academy.</p> <p>Oversee and Manage WAY Academy school budget.</p> <p>Address Researcher Safety concerns and conduct emergency drills as required by state regulations.</p> <p>Oversee collection and use of researcher data to effect positive change in WAY Academy.</p>		<ul style="list-style-type: none"> ● Retention ● Graduation ● Recruitment ● Honor Roll ● Marketing 	<p>Series Achievement and Growth (Fall, Winter, Spring).</p> <ul style="list-style-type: none"> ● SAT, PSAT, M-STEP, and ACT WorkKeys (Spring). <p>Facilitate planning and completion of Count requirements.</p> <ul style="list-style-type: none"> ● Fall (First Wednesday October) ● Spring (Second Wednesday February) <p>Oversee and lead accreditation and School Improvement process.</p> <p>Supervise the planning and execution of the</p>
--	--	--	---	---



W·A·Y™ ACADEMY

Widening Advancements for Youth

<p><u>Program Coordinator</u></p>	<p>Supervise and Manage the Daily operations of WAY Academy SW.</p> <ul style="list-style-type: none"> ● Handling stakeholder complaints and feedback. ● Ensure that staff are logging in and completing duties. ● Reviewing Data reports for Attendance, Credit, Graduation, Course Requirements, etc. ● Address any discipline issues with researchers or staff. <p>Help with planning and execution of projects as</p>	<p>Send out a Weekly Staff email including:</p> <ul style="list-style-type: none"> ● Data on Virtual Attendance ● Data on Credit earned and logins. ● Important updates and key dates. <p>Attend the Weekly Director’s meeting hosted by the Superintendent.</p> <p>Maintain Regular communication with WAY Academy Director of Programs.</p>	<p>Host/Attend Staff meetings including, but not limited to:</p> <ul style="list-style-type: none"> ● Administrative Committee Meeting ● Professional Learning Community ● Building, District, and Mentor Professional Development ● School Improvement Plan Meetings <p>Attend the WAY Academy School Board Meetings and communicate School Highlights and data (Enrollment, Retention, Credit Earned, and</p>	<p>Graduation Ceremony.</p> <p>Promote WAY Academy through building and district marketing initiatives.</p> <ul style="list-style-type: none"> ● Open Enrollment- May to October ● 25E (Transfer) Enrollment October to January ● Case by Case Enrollment- February to May <p>Assist Director of Programs in organizing professional development opportunities for Staff.</p> <p>Provide input, if needed, in observing and evaluating WAY Academy SW Staff.</p>
-----------------------------------	---	--	---	---



W·A·Y™ ACADEMY

Widening Advancements for Youth

	<p>assigned by the Superintendent and Director of Charter Schools.</p> <p>Maintain Public Relations with staff, parents, researchers, and community.</p> <p>Assist in monitoring and developing programs at WAY Academy SW.</p> <p>Address Researcher Safety concerns and conduct emergency drills as required by state regulations.</p> <p>Oversee collection and use of researcher data to effect positive change in WAY Academy SW.</p>		<p>Attendance).</p> <p>Track trend line data including, but not limited to:</p> <ul style="list-style-type: none"> ● Attendance ● Enrollment ● Credit Earned ● Retention ● Graduation ● Honor Roll 	<p>Facilitate organization and completion of state and charter required testing.</p> <ul style="list-style-type: none"> ● Performance Series Achievement and Growth (Fall, Winter, Spring). ● SAT, PSAT, M-STEP, and ACT WorkKeys (Spring). <p>Facilitate planning and completion of Count requirements.</p> <ul style="list-style-type: none"> ● Fall (First Wednesday October) ● Spring (Second Wednesday February)
--	--	--	--	---



W·A·Y™ ACADEMY

Widening Advancements for Youth

				<p>Attend and assist the Director of Programs in overseeing the School Improvement process.</p> <p>Help the Director of Programs supervise the planning and execution of the Graduation Ceremony.</p>
<p><u>Engagement Coach</u></p>	<p>Maintain WAY Academy social groups on Hero Learning Platform.</p> <p>Coach students on practices to stay engaged at school and to reduce student burnout.</p> <p>Address communications and tickets from Mentors, Parents, and Researchers within two business days of</p>	<p>Monitor low credit and low attendance for researchers.</p> <p>Supervise and Track Mentor progress with assigned researchers</p> <p>Assist with planning student interventions to increase student engagement and productivity.</p> <p>Provide feedback to staff on how to maintain a safe</p>	<p>Attend Monthly Administrative Committee Meeting to address At-Risk and low achieving student performance.</p> <p>Host meetings with assigned Mentoring staff to provide pertinent updates and collect feedback.</p> <p>Conduct a recommitment plan process for</p>	<p>Promote WAY Academy through building and district marketing initiatives.</p> <ul style="list-style-type: none"> ● Open Enrollment- May to October ● 25E (Transfer) Enrollment October to January ● Case by Case Enrollment- February to May



W·A·Y™ ACADEMY

Widening Advancements for Youth

	<p>reception.</p> <p>Supervise and Manage assigned Mentoring staff.</p> <p>Address all Technology concerns reported by researcher or mentor.</p> <p>Help with planning and execution of projects as assigned by the Director.</p>	<p>and healthy learning environment.</p> <p>Pass names of students that are not meeting the 5 requirements of a researcher to the Director of Programs.</p> <p>Send Researcher Recommendations to support staff for one-on-one assistance.</p>	<p>researchers when necessary.</p> <p>Check and Approve Mentor Invoices.</p> <p>Write-up and submit drop forms/reclaim tickets for exiting researchers. Send to Administrative Assistant and Director.</p> <p>Attends a professional learning community hosted by lab experts</p> <p>Work with Parent liaison to provide parents with necessary skills and materials to successfully assist their students.</p> <p>Assist with hosting Induction refreshers for researchers as necessary</p>	<p>Assist with the planning and completion of Count requirements.</p> <ul style="list-style-type: none"> ● Fall (First Wednesday October) ● Spring (Second Wednesday February) <p>Assist with organization and completion of State Testing.</p> <p>Maintain a professional development log and researcher and request professional development needed for personal growth.</p>
--	---	--	--	--



W·A·Y™ ACADEMY

Widening Advancements for Youth

			for researcher success.	
<p><u>Academic Success Coach</u></p>	<p>Assign and adjust class schedules for researchers. Address communications and tickets from Mentors, Parents, and Researchers within two business days of reception.</p> <p>Supervise and Manage assigned Mentoring staff.</p> <p>Address all Technology concerns reported by researcher or mentor.</p> <p>Provides one-on-one support to researchers on caseload.</p> <p>Help with planning and execution of projects as assigned by the Director.</p>	<p>Monitor low credit and low attendance for researchers. Supervise and Track Mentor progress with assigned researchers.</p> <p>Develop and maintain a list of At-Risk and low achieving researchers. Provide logs of researcher appointments which include: Name, Grade Level, Date, Time, and Summary of academic intervention.</p> <p>Develop and Monitor work plans for researcher caseload.</p> <p>Regularly communicates researcher progress to staff and parents.</p>	<p>Attend Administrative Committee Meetings with the Director to address At-Risk and low achieving student performance.</p> <p>Host meetings with assigned Mentoring staff to provide pertinent updates and collect feedback</p> <p>Conduct a recommitment plan process for researchers when necessary.</p> <p>Check and Approve Mentor Invoices.</p> <p>Write-up and submit drop forms/reclaim tickets for exiting</p>	<p>Use state and charter assessment data to select researcher caseload.</p> <p>Promote WAY Academy through building and district marketing initiatives.</p> <ul style="list-style-type: none"> ● Open Enrollment- May to October ● 25E (Transfer) Enrollment October to January ● Case by Case Enrollment- February to May <p>Assist with the planning and completion of Count requirements.</p> <ul style="list-style-type: none"> ● Fall (First Wednesday October)



W·A·Y™ ACADEMY

Widening Advancements for Youth

		<p>Pass names of students that are not meeting the 5 requirements of a researcher to the Director of Programs.</p>	<p>researchers. Send to Administrative Assistant and Director.</p> <p>Attends a professional learning community hosted by lab experts.</p> <p>Assist with hosting Induction refreshers for researchers as necessary for researcher success.</p>	<ul style="list-style-type: none"> • Spring (Second Wednesday February) <p>Assist with organization and completion of State Testing.</p> <p>Maintain a professional development log and research and request needed professional development for personal growth.</p>
<p><u>Attendance Liaison (Administrative Assistant)</u></p>	<p>Organize and Handle School Records. (Active, Exited, and Graduated researcher files).</p> <p>Organize and run an enrollment system (School Mint).</p> <p>Work with researchers</p>	<p>Communicate absences regularly to parents and guardians through phone calls and emails.</p> <p>Update/Check Social Media accounts for WAY Academy.</p> <p>Update Spending Log.</p>	<p>Develop and Maintain a list of researchers with poor attendance. Provide logs of researcher and parent communications including: Name, Grade Level, Date, Time, Form of Communication, and Summary of Communication.</p>	<p>Handle filing and documentation of Truancy.</p> <p>Attend required professional development meetings.</p> <p>Collect and Organize all</p>



W·A·Y™ ACADEMY

Widening Advancements for Youth

	<p>with low attendance to develop a schedule that meets WAY Academy attendance requirements.</p> <p>Answer and Direct phone calls.</p> <p>Receive and file incoming faxes.</p> <p>Help with planning and execution of projects as assigned by the Director.</p>	<p>Send Approved PTO requests to HR. Create and send POs as needed for purchases.</p> <p>Create Communication logs for researcher contacts.</p>	<p>Post Board of Education notice and help with planning of meeting including:</p> <ul style="list-style-type: none"> ● Dinner ● Printing of Documents ● Gathering of necessary supplies ● Ordering of Diplomas <p>Ordering/Mailing of Honor Roll Certificates and prizes.</p> <p>Completion of Emergency Drills.</p> <p>Ordering of Teaching/Building Supplies. Creation and Mailing of School Newsletter.</p>	<p>required documentation for audits. Includes, but not limited to, Pupil Accounting, Title, Immunization (MCIR), and Staffing.</p> <p>Update School Calendar.</p> <p>Order Keys and Badges for Staff as necessary.</p>
--	---	---	---	---



W·A·Y™ ACADEMY

Widening Advancements for Youth

<p><u>Reading or Mathematics Interventionist</u></p>	<p>Engage with students one-on-one, in small groups, and through regular communication.</p> <p>Grade projects and reply to communications within two business days of receipt.</p> <p>Assist with the planning and execution of the Reading/Mathematics program at academy.</p> <p>Help with planning and executing of projects as assigned by the Director.</p>	<p>Develop and maintain a list of At-Risk and low achieving researchers.</p> <p>Provide logs of researcher appointments which include: Name, Grade Level, Date, Time, and Summary of academic intervention.</p> <p>Regularly communicates researcher progress to staff and parents.</p>	<p>Participate in the Monthly Professional Learning Community and provide resources to Lab Experts and support staff.</p> <p>Maintain a Calendar of Researcher Appointments (1-on-1 support and Induction)</p> <p>Observe Experts to provide Peer Feedback on Instructional Practice.</p>	<p>Lead professional development opportunities as needed to improve instructional practice.</p> <p>Provide outreach to community organizations that can provide additional support/resources in reading and mathematics.</p> <p>Maintain a professional development log and researcher and request professional development needed for personal growth.</p>
<p><u>Lab Expert</u></p>	<p>Engage with students one-on-one, in small groups, and through regular communication.</p> <p>Grade projects and reply</p>	<p>Facilitate small group sessions (Live Sessions).</p> <ul style="list-style-type: none"> ● Minimum of 4 sessions for Full-Time. ● Minimum of 2 	<p>Plan a monthly small group sessions (Live Sessions) Calendar.</p> <ul style="list-style-type: none"> ● Instructional Support. ● Elective, Honors, 	<p>Assist with Induction (Orientation) Meetings and Process.</p> <p>Maintain a professional development log;</p>



W·A·Y™ ACADEMY

Widening Advancements for Youth

	<p>to communications within two business days of receipt.</p> <p>Help with planning and executing of projects as assigned by the Director.</p> <p>Assist with the planning and execution of the Induction/Orientation process.</p>	<p>sessions for Part-Time.</p> <p>Supervise weekly meetings of Clubs/Centric Groups as assigned.</p>	<p>or AP coursework.</p> <ul style="list-style-type: none"> • Club-Based Learning. <p>Use Data Driven Dialogue process to guide instructional practice (Strand Completion and Achievement level)</p> <p>Create/Revise one project/resource in Centric per month.</p> <p>Maintain a Calendar of Researcher Appointments (1-on-1 support and Induction)</p> <p>Develop and Maintain a Professional Learning Community. Meet at least once per month.</p>	<p>research and request professional development as needed for personal growth.</p> <p>Assist in the planning and execution of Field Trips. (2-3 yearly)</p> <p>Assist with creation of process/Protocols as necessary for completion of Induction Process.</p>
<i><u>Paraprofessional</u></i>	<p>Communicate and Schedule one-on-one</p>	<p>Develop and Maintain a list of researchers that</p>	<p>Attend a Professional Learning Community</p>	<p>Maintain a Professional Development Log and</p>



W·A·Y™ ACADEMY

Widening Advancements for Youth

<p><u>(includes ELL Para)</u></p>	<p>sessions with At-Risk or low achieving Researchers.</p> <p>Assist with planning and execution of the Inductions/Orientations.</p> <p>Help with Planning and execution of projects as assigned by the Director.</p>	<p>they are regularly working with.</p> <p>Provide logs of researcher appointments which include: Name, Grade Level, Date, Time, and Summary of work completed.</p> <p>Accept researcher recommendations and requests as directed by Success and Engagement Coaches.</p>	<p>hosted by Lab Experts.</p> <p>Maintain a Calendar of Researcher Appointments (1-on-1 support and Induction)</p>	<p>Research and request needed professional development for personal growth.</p> <p>Assist with creation of process/Protocols as necessary for completion of the Induction Process.</p>
<p><u>Mentor</u></p>	<p>Communicate with researchers three times a week.</p> <p>Communications must be logged in the Communication Logs under each researcher's profile.</p>	<p>Track researcher communications and support.</p> <p>Submit completed invoice and communication logs to assigned staff for approval on requested dates set by the Human Resources Department.</p>	<p>Send a Centric generated progress report with a list of academic and non-academic supports offered at WAY Academy to Families.</p> <p>Allow researchers to schedule appointments to receive assistance as</p>	<p>Communicate and assist researchers with the completion of Count Day Requirements.</p> <ul style="list-style-type: none"> ● Log four weeks of academic communications during the Count period in Centric Learning Platform.



W·A·Y™ ACADEMY

Widening Advancements for Youth

	<p>Provide Positive reinforcement to Researchers.</p> <p>Help with the planning and execution of projects as assigned by the Director or Engagement/Academic Success Coach.</p> <p>Report all Technology issues or requests to assigned staff.</p>	<p>If a researcher is not communicating or meeting their researcher requirements send an email or ticket to Engagement/Academic Success Coach.</p>	<p>necessary.</p> <p>Attend Monthly mentor meeting hosted by an Engagement or Academic Success Coach.</p>	<ul style="list-style-type: none"> Complete 5-0-C document logging 6 submissions for each researcher. <p>Communicate and assist researchers with state/local testing requirements.</p> <p>Attend Mentor Professional Development meetings as scheduled by the Director.</p> <p>Complete a student-led conference with each researcher on the Mentor List at least once per year.</p>
<p><u>Parent Liaison</u></p>	<p>Provide Regular communication to Parents about School Initiatives.</p> <p>Help with planning and</p>		<p>Host and document Parent Meetings.</p> <p>Send Follow-up emails after parent meetings to provide recording and FAQ from the meeting.</p>	<p>Assist in development and implementation of student-led conferences.</p>



W·A·Y™ ACADEMY

Widening Advancements for Youth

	execution of projects as assigned by the Director.		Develop and Monitor Parent Engagement Plan. Send out a Parent Newsletter.	
<u><i>Tutor</i></u>	Communicate and Schedule one-on-one sessions with researchers identified as low achieving. Help with Planning and execution of projects as assigned by the Director.	Accept researcher recommendations and requests as directed by Team Leaders.	Maintain a Calendar of Researcher Appointments. Develop and Maintain a list of researchers that they are regularly working with. Provide logs of researcher appointments which include: Name, Grade Level, Date, Time, and Summary of work completed.	Research and implement new instructional strategies as set out in the School/District Improvement Plan.
<u><i>Data Coach (Data Manager)</i></u>	Monitor and manage data collection as requested by the Director.		Complete Monthly Board report and send it to the Director.	Host Data Driven dialogue Professional Development as needed for staff.



W·A·Y™ ACADEMY

Widening Advancements for Youth

	<p>Aid in creating data analysis tools and processes.</p> <p>Help with planning and execution of projects as assigned by the Director.</p>		<p>Participate in School Improvement Plan Meetings.</p>	<p>Assist with Data pulls necessary for new programs (EX: Xello).</p>
--	--	--	---	---

MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT (the “**Agreement**”) is made and entered into as of the day of July 1, 2022, by and between W-A-Y Widening Advancement for Youth, a Michigan non-profit corporation “**W-A-Y**”), and W-A-Y Academy, a body corporate and public school academy (the “**Academy**”).

RECITALS

The **Academy** is a charter school, organized as a public-school academy under the Revised School Code (“**Code**”), MCL §380.1 *et. seq.* The **Academy** was issued a contract to charter a public-school academy by Lake Superior State University Board of Regents, a Michigan public body corporate (“**Lake Superior State University**” or “**Authorizer**” or “**University Board**”) to organize and operate a public-school academy. The **Academy’s** Charter Application and the Charter Contract between the Academy and Authorizer, and all amendments to the Charter Contract, are collectively referred to as the “**Charter.**” The Authorizer as of (_____, 2022) renewed the Academy Charter and executed a new Charter contract.

The **Academy** and **W-A-Y** desire to create an enduring educational alliance, whereby the **Academy** and **W-A-Y** will work together to promote educational excellence and innovation, based on **W-A-Y’s** school design, comprehensive educational program, and management principles.

In order to facilitate the organization and opening of the **Academy**, and to implement an innovative educational program at the **Academy**, the parties desire to establish this arrangement for the management and operation of the **Academy**.

The **Academy**, as required by law, is governed by the **Academy’s** Board of Directors which, subject to Michigan law and the requirements of the Charter, has the ultimate authority over the **Academy**. The **Academy** and **W-A-Y** agree that no provision of this **Agreement** shall be construed to interfere with the **Academy** Board’s duty to exercise its statutory, contractual, and fiduciary responsibilities in governing the operation of the **Academy**. The parties acknowledge and agree that the **Academy** Board is an independent, self-governing public body which shall operate in accordance with the Charter and applicable law.

Therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed as follows:

ARTICLE I

CONTRACTING RELATIONSHIP

A. Authority. The **Academy’s** Board of Directors (“**Board**”) represents that it is authorized by law to contract with a private entity and for that entity to provide educational, business administration and management services. Upon issuance of the Charter to the Board

by the Authorizer, the Board will be vested with all powers and authority necessary to operate a charter school under the Code.

B. Management Services. Subject to the terms and conditions of this Agreement, the **Academy** hereby contracts with **W-A-Y**, to the extent permitted by law, for the provision of all labor, materials, equipment, and supervision necessary for the provision of educational, business administration, and management services.

C. Charter. This Agreement shall be subject to and comply with the terms and conditions of the Charter, the terms of which are incorporated herein by reference; and shall not be construed to interfere with the constitutional, statutory or fiduciary duties of the Board. **W-A-Y** agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Charter issued by the Authorizer. The provisions of the Academy's Charter shall supersede any competing or conflicting provision in this Agreement.

D. Designation of Agents. Neither **W-A-Y** nor its employees, agents or representatives shall be deemed an agent or employee of the **Academy** solely on account of this Agreement, except as follows.

1. The Board shall by Board resolution appoint the Board Treasurer, or such other officer as determined by the Board, to serve as the Chief Administrative Officer of the Academy ("CAO"). The Board resolution shall designate **W-A-Y's** chief financial officer, or such other **W-A-Y** officer or employee as is mutually agreed upon by **W-A-Y** and the **Academy**, as the designated agent of the CAO to assist the CAO with the performance of the CAO's duties under the Uniform Budgeting and Accounting Act. MCL §§141.421 *et seq.* ("Budgeting and Accounting Act"). No owner, officer, director, employee, or agent of **W-A-Y** shall be designated as the Chief Administrative Officer although such employee may be a designee of the Chief Administrative Officer for certain purposes enumerated by Board action.

2. **W-A-Y**, and its respective officers, directors, employees and designated agents, are each hereby authorized to serve as agents or "School Officials" of the **Academy**, having a legitimate educational interest in the **Academy** and its students for purposes of the Family Educational Right and Privacy Act, 20 U.S.C. §§1232g *et seq.*, 34 CFR Part 99 ("FERPA"), such that they are jointly and severally entitled to access the educational records of the Academy for all purposes related to FERPA.

3. During the term of this Agreement, the **Academy** may disclose confidential data and information (as defined in Article IX of the Agreement) to **W-A-Y** and its respective officers, directors, employees and designated agents to the extent permitted by applicable law, including without limitation, the Individual with Disabilities Education Act ("IDEA"), 20 USC §§ 1401 *et seq.*, 34 CFR 300.610 – 300.626; Section 504 of the Rehabilitation Act of 1973, 29 USC §794a, 34 CFR 104.36; the Michigan Mandatory Special Education Act, MCL 380.1701 *et seq.*; the Americans with Disabilities Act, 42 USC §§ 12101 *et seq.*, the Health Insurance Portability and Accountability Act ("HIPAA"), 42 USC §§1320d – 1320d-8; 45 CFR 160, 162 and 164; and social security numbers, as protected by the federal Privacy Act of 1974, 5 USC §552a; and the Michigan Social Security Number

Privacy Act, MCL §445.84.

4. As otherwise expressly designated by written resolution or agreement of the Board and with consent from W-A-Y.

E. Status of the Parties. The parties to this Agreement intend that the relationship between W-A-Y and the Academy created by this Agreement is that of an independent contractor and not employer and employee, partner, or associate of the Academy. W-A-Y shall be solely responsible for its acts and the acts of its agents, employees, and subcontractors. W-A-Y is a non-profit Michigan corporation, and is not a division, subsidiary or employee of the Academy. The Academy is a body corporate and governmental entity authorized by the Code, and is not a division, subsidiary or employee of W-A-Y. The relationship between W-A-Y and the Academy is based solely on the terms of this Agreement and the terms of any other written agreements between W-A-Y and the Academy.

F. No Related Parties. W-A-Y will not have any role or relationship with the Academy that, in effect, substantially limits the Academy's ability to exercise its rights, including cancellation rights, under this Agreement. The Academy's Board shall not include any director, officer or employee of W-A-Y. None of the voting power of the Academy's Board will be vested in W-A-Y or its directors, members, managers, officers, and employees, and none of the voting power of the Board of Directors of W-A-Y will be vested in the Academy or its directors, members, managers, officers and employees (if any). Furthermore, the Academy and W-A-Y shall not be members of the same controlled group as defined in Section 1.150-1(1) of the Internal Revenue Code of 1986, as amended, or be related persons as defined in Section 144(a)(3) of the Internal Revenue Code of 1986, as amended. W-A-Y shall disclose in writing to the Academy any interest in property being sold or leased to the Academy.

ARTICLE II

TERM

A. Term. This Agreement shall be effective as of July 1, 2020, and unless otherwise terminated pursuant to this Agreement, this Agreement shall continue until the termination or expiration of the Charter. If the Charter issued by the Lake Superior University Board of Regents is suspended, revoked or terminated, or a new charter contract is not issued to the Academy after expiration of the Charter, this Agreement shall automatically be suspended or terminated, as the case may be, on the same date as the Academy's Charter is suspended, revoked, terminated or expires without further action of the parties.

B. The parties acknowledge that the Authorizer, as part of any reauthorization or renewal, may require that the Academy and W-A-Y submit an amended or restated Agreement for review by the Authorizer. The first school year of this Agreement shall be from July 1, 2022 to June 30, 2023, and each school year thereafter shall commence on July 1 and end on June 30 of the following year.

ARTICLE III

OBLIGATIONS OF W-A-Y

A. Responsibility. W-A-Y shall be responsible and accountable to the Board for the educational, business administration and management services of the **Academy** in accordance with the Charter. W-A-Y agrees to perform its duties and responsibilities under this **Agreement** in a manner that is consistent with the **Academy's** obligations under the Charter issued by Lake Superior State University. The provisions of the Charter shall supersede any competing or conflicting provisions contained in this Agreement.

B. W-A-Y's responsibility is expressly limited by: (i) the **Academy's** budget which is to be submitted in proposed form by W-A-Y to the Board and approved by the Board as provided in this **Agreement** ("Budget"), and (ii) the availability of state funding to pay for said services. Subject to Article VI(B)(3), neither W-A-Y nor the **Academy** shall be allowed to expend **Academy** funds on services in excess of the amount set forth in the Budget.

C. Educational Program. The **Academy** has adopted W-A-Y's educational and academic programs and goals as set forth in the Charter (collectively the "Educational Program"). W-A-Y, subject to the oversight of the Board, agrees to implement and administer the Educational Program. The Educational Program was developed by W-A-Y; in the event that W-A-Y reasonably determines that it is necessary or advisable to make material modifications to the Educational Program, W-A-Y shall inform the Board of the proposed changes and obtain Board and Authorizer approval. The parties hereto acknowledge that an essential principle of the Educational Program is its flexibility, adaptability, and capacity to change in the interest of continuous improvement and efficiency. The **Academy** and W-A-Y each agree that they are interested in results and not in inflexible prescriptions. Not less than annually, and otherwise as requested, W-A-Y will provide the Board with a progress report detailing progress made on each of the educational goals set forth in the Educational Program.

D. Specific Functions. Subject to the oversight and authority of the Board as provided herein, W-A-Y shall be responsible for implementing the Educational Program and the educational, business administration and management services of the **Academy** including establishment of operational practices that are consistent with Board policy. Such functions include, the following but are not limited to:

1. Student recruitment and student admissions consistent with Board policy and the Charter.
2. Implementation and administration of the Educational Program, including the acquisition of instructional materials, equipment and supplies, and the administration of any and all extra-curricular and co-curricular activities and programs approved by the Board and funded by the Board Spending Account as defined in Article VI(B)(3).

3. Employment of personnel working at the Academy and management of all personnel functions, as set forth in Article VII below.

4. All aspects of the **Academy's** business administration.

5. All aspects of the accounting operation, including general ledger management, financial reporting, payroll, employee benefits and payroll tax compliance.

6. Transportation and food service to the extent such services are authorized by the Board and to the extent **W-A-Y** agrees to provide such services.

7. All aspects of the **Academy's** facility administration.

8. Student behavior management and discipline.

E. W-A-Y Purchases Funded by Board Spending Account. Items purchased by **W-A-Y** for the **Academy** and paid for by the **Academy** with funds from the Board's Spending Account, as defined in Article VI(B)(3), such as non-proprietary instructional and/or curriculum materials, books, supplies and equipment, shall be the property of the **Academy**. At the Board's request, **W-A-Y** shall provide the Board on an annual basis with a listing of all assets owned by the **Academy**. The property of the **Academy** excludes items leased, financed or purchased by **W-A-Y** with **W-A-Y's** services fees ("Service(s) Fee(s)") as defined in Article VI(C). **W-A-Y** agrees not to add any fees to the cost of equipment, materials or supplies purchased by **W-A-Y** on behalf of the **Academy** with funds from the Board's Spending Account. Additionally, all such supplies, materials and equipment procured for the **Academy** by **W-A-Y** from the Board's spending account shall be inventoried pursuant to a method acceptable to the **Academy** and **W-A-Y** and such inventory shall be maintained in a manner that clearly establishes which property belongs to the **Academy**.

F. Purchases. **W-A-Y**, in making such purchases for the **Academy** pursuant to subparagraph D above, shall comply with Section 1274 of the Code, MCL 380.1274, as if the **Academy** were making such purchases itself from a third party, and shall provide the Board, upon request, with available documentation evidencing the costs associated with such purchases.

G. Subcontracts. **W-A-Y** reserves the right to subcontract any and all aspects of all services it agrees to provide to the **Academy**, including, but not limited to transportation and/or food services. However, **W-A-Y** shall not subcontract the management or oversight of the Educational Program, except as specifically permitted in this Agreement or with prior written approval of the Board.

H. Place of Performance. Consistent with the Charter and Board Policies, **W-A-Y** shall be responsible for the recruitment of students. Students shall be selected in accordance with the procedures set forth in the Charter and in compliance with the Code and applicable law. Marketing costs paid for out of **W-A-Y's Services Fee** shall be limited to those costs specific to the marketing of the **Academy** and shall not include costs for the marketing of **W-A-Y**.

I. Student Recruitment. W-A-Y reserves the right to perform functions other than instruction, such as purchasing, professional development, and administrative functions, off-site, unless prohibited by the Charter or applicable law.

J. Due Process Hearings. W-A-Y shall provide student due process hearings in conformity with the requirements of the Charter and applicable law regarding discipline, special education, confidentiality and access to records. W-A-Y shall give, to the extent practicable, prior notice to the Board of due process hearings. The Board shall retain the right to provide due process as required by law.

K. Legal Requirements. W-A-Y shall implement and enforce rules, regulations and procedures applicable to the Academy that are consistent with Board policy and in accordance with the Charter and applicable law. To the extent allowable under the Charter and permitted by the Authorizer, the Board shall interpret all applicable federal, state and/or local laws, rules and regulations liberally to give W-A-Y flexibility and freedom to implement its Educational Program.

L. Rules and Procedures. W-A-Y shall recommend for approval by the Board reasonable rules, regulations, policies and procedures applicable to the Academy. W-A-Y is authorized and directed by the Board to enforce such rules, regulations and procedures as are adopted by the Board.

M. School Year and School Day. The school year and the school day schedule shall be approved by the Board as required under the Charter.

N. Pupil Performance Standards and Evaluation. Consistent with the Charter, W-A-Y shall implement pupil performance evaluations that permit evaluation of the academic progress of each Academy student. W-A-Y shall be responsible and accountable to the Board for the academic performance of students who are enrolled in the Academy. W-A-Y will utilize assessment strategies required by the terms of the Charter and applicable law. The Board and W-A-Y will cooperate in good faith to identify academic goals and methods to assess the students' academic performance.

O. Services to Disabled Students and Special Education. W-A-Y shall provide special education services to students who attend the Academy in conformity with the requirements of the Charter and applicable law. W-A-Y may subcontract as necessary and appropriate for the provision of services to students with special needs. Such services shall be provided in a manner that complies with applicable law.

P. Contract between the Academy and Authorizer. W-A-Y will not act in a manner that causes or would cause the Academy to be in breach of the Charter.

Q. Unusual Events. W-A-Y agrees to timely notify the Board of any anticipated or known material: (i) health or safety issues, (ii) labor, employee or funding problems, or (iii) problems of any other type that could reasonably be expected to adversely affect the Academy in complying with the Academy's responsibilities under the Charter, this Agreement or applicable law.

R. Academy Records. The financial, educational and student records pertaining to the **Academy** (collectively the “Academy Records”), are property of the **Academy**. Except as may be prohibited or limited by the Charter or applicable law, the Academy Records shall be available to the Board, the Board’s auditors, and the Authorizer for their review, and are subject to inspection and copying to the same extent that records of a public school are subject to inspection and copying pursuant to applicable law. All Academy Records shall be physically or electronically available upon request at the **Academy’s** physical facility.

S. Certain Prohibitive Conduct Regarding Personally Identifiable Information. Except as permitted under the Code, **W-A-Y** shall not sell or otherwise provide to a for-profit business entity any personally identifiable information that is part of an Academy student’s education records.

T. Certain Prohibitive Conduct Regarding Academy Student Records. If **W-A-Y** receives information that is part of an **Academy** student’s education records, **W-A-Y** shall not sell or otherwise provide the information to any person except as permitted by the Code. For purposes of paragraphs R above and this subsection S, the terms “education records” and “personally identifiable information” shall have the same meaning as those terms in Section 1136 of the Code, MCL 380.1136.

U. Intellectual Property Rights. “Educational Materials” shall include (without limitation) all educational technology, including, but not limited to: software, hardware and Internet applications; all curriculum, print and electronic textbooks; all instructional materials, lesson plans, teacher guides, workbooks, and tests; and all other curriculum-related materials.

The **Academy** will own all proprietary rights to Educational Materials that: (i) have been developed by the **Academy** and are owned by the **Academy** on the date this Agreement is entered into; (ii) are developed by the **Academy** and paid for out of the Board Spending Account (as defined in Article VI(B)(3)); or (iii) are developed by **W-A-Y** or a third party at the direction of the Academy and paid for out of the Board Spending Account (“Academy Materials”).

W-A-Y shall own all proprietary rights to, and the **Academy’s** proprietary interest shall not include, Educational Materials that were developed by **W-A-Y** or copy written or similarly protected by **W-A-Y**. **W-A-Y** shall own all intellectual property rights, including (without limitation) copyrights in and to the Educational Program and all Educational Materials relating thereto, as well as any non-curriculum materials created or provided by **W-A-Y** in connection with, or related to, the implementation of the Educational Program including, without limitation, all corrections, modifications, and derivatives thereof (collectively all of the foregoing shall be referred to as the “**W-A-Y** Materials”).

The parties acknowledge that to the extent the Academy Materials are derivative of **W-A-Y** Materials, the Academy’s intellectual property ownership rights extend only to the new, original aspects of such works and not to any underlying or pre-existing material. Relevant Educational Materials and teaching techniques used by or at the **Academy** shall be subject to disclosure to the extent required under the Code and Freedom of Information

Act.

W-A-Y hereby grants to the **Academy** the non-exclusive, non-transferable license to use the **W-A-Y** Materials in furtherance of the Educational Program during the term of this Agreement including, without limitation, the right to reproduce, publicly display, distribute, and create derivatives of same, in hard copy format, or electronically via the Academy's intranet. To the extent any part of the Academy Materials may be a derivative of **W-A-Y** Materials, the **Academy** shall have the non-exclusive, non-transferable right to use such **W-A-Y** Materials, as same may have been previously embodied or incorporated in the Academy Materials, beyond the termination or expiration of this Agreement solely in connection with the operation of the **Academy** and in the ordinary course of such operations. The **Academy** represents and warrants that during the term of this Agreement, or following the expiration or termination of this Agreement, the **Academy** will not exploit, or assist any third party in exploiting, the Academy Materials or any **W-A-Y** Materials for commercial purposes.

W-A-Y hereby grants the **Academy** the non-exclusive, non-transferable license to use **W-A-Y** trade names and **W-A-Y** trademark(s) to promote and advertise the **Academy**. No other use of the **W-A-Y** trademarks is permitted without **W-A-Y's** prior written permission. The **Academy** shall acquire no rights in the **W-A-Y** trademarks, and all goodwill of the **W-A-Y** trademarks shall inure to the benefit of and remain with **W-A-Y**. **W-A-Y** shall have pre-approval rights for each form and manner of public display of the **W-A-Y** trademarks.

V. Facility. **W-A-Y** shall use reasonable efforts to secure a facility or facilities, as needed, to be leased or otherwise provided to the Board on terms mutually agreeable to **W-A-Y** and the Board. The facility shall comply with the requirements of the Charter and applicable law. **W-A-Y** shall also use reasonable efforts to cause the facility to be furnished with equipment and technology as is reasonably necessary to implement the Educational Program.

W. Transparency requirements. **W-A-Y** shall make the following information available to the Academy:

1. **Compliance with Section 503c.** On an annual basis, **W-A-Y** agrees to provide the Board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 388.1618, for the most recent school fiscal year for which information is available. Within thirty (30) days of receipt of this information, the Board shall make the information available on the **Academy's** website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this Agreement.

2. **Compliance with Section 12.17 of Contract Terms and Conditions.** **W-A-Y** shall make information concerning the operation and management of the Academy, including without limitation the information described in Schedule 4 of the Contract, available to the Academy as deemed necessary by the Board in order to enable the Academy to fully satisfy its obligations under Section 12.17(a) of the Contract Terms and Conditions; and

3. Any other information required by law or by the **Academy's Charter** to be disclosed.

ARTICLE IV

OBLIGATIONS OF THE BOARD

A. Good Faith Obligation. The Board shall be responsible for its fiscal and academic policies. The Board shall exercise good faith in considering the recommendations of **W-A-Y**, including but not limited to, **W-A-Y's** recommendations concerning policies, rules, regulations and budgets.

B. Assistance to W-A-Y. The Board shall cooperate with **W-A-Y** and, to the extent consistent with applicable law, shall timely furnish **W-A-Y** all documents and information necessary for **W-A-Y** to properly perform its responsibilities under this Agreement.

C. Unusual Events. The Board agrees to timely notify **W-A-Y** of any anticipated or known material: (i) health or safety issues, (ii) labor, employee or funding problems, or (iii) problems of any other type that would reasonably be expected to adversely affect **W-A-Y** in complying with its responsibilities under this Agreement.

D. W-A-Y Office Space. Upon request by **W-A-Y**, the Board shall provide **W-A-Y** with suitable space at the **Academy**, provided: (i) the requested space is available and can be provided without materially prejudicing the Educational Program, and (ii) the requested space is used only for activities related to the **Academy**. The space shall be provided at no cost to **W-A-Y**.

E. Retained Authority. The Board shall retain the authority to make reasonable regulations in accordance with applicable law relative to anything necessary for the proper establishment, maintenance, management, and operation of the **Academy**, including, without limitation, regulations relative to the conduct of pupils while in attendance at the **Academy** or en route to and from the **Academy**.

ARTICLE V

SOLICITATION AND USE OF NON-GOVERNMENTAL FUNDS

W-A-Y must obtain the Board's prior written approval to solicit any non-governmental grants, donations or contributions on behalf of the **Academy**. Any such funds so received shall be used solely in accordance with the purpose for which they were solicited, applicable donor restrictions, or as otherwise approved by the Board. Subject to applicable donor restrictions, the Board shall determine the allocation of any funds subject to this Article V that remain unexpended following completion of the project or purpose for which they were originally designated.

ARTICLE VI

FINANCIAL ARRANGEMENTS

A. Revenues. Except as hereinafter provided, all funds received by the **Academy** shall be deposited in the **Academy's** depository account within three (3) business days with a financial institution acceptable to the Board; provided, however, that upon receipt of a notice from **W-A-Y**, the **Academy** agrees to pay directly to **W-A-Y** all such funds that the **Academy** receives and that are owed to **W-A-Y** under this Agreement. The signatories on the **Academy** depository account shall solely be Board members or properly designated Board employees. Interest income earned on the **Academy** depository account shall accrue to the **Academy**. Except as specifically excluded by the terms of this Agreement, the term "Revenues" shall include all funds received by or on behalf of the **Academy**, including but not limited to:

1. Funding for public school students enrolled at the **Academy**.
2. Special education funding provided by federal and/or state government that is directly allocable to special education students enrolled at the **Academy**.
3. Gifted and talented funding provided by federal and/or state government that is directly allocable to gifted and talented students enrolled at the **Academy**.
4. At-risk funding provided by federal and/or state governments that is directly allocable to at-risk students enrolled at the **Academy**.
5. Funding provided by federal and/or state governments that is directly allocable to students enrolled at the **Academy** with limited English proficiency.
6. All other federal and/or state grant sources, including, but not limited to, Title I and any startup funding allocable to the **Academy**.
7. All other grants and donations received by the **Academy** to support or carry out programs at the **Academy** (except to the extent **W-A-Y** is not required or involved in soliciting, administering or managing the contribution and/or donation).
8. Fees charged to students as permitted by law for extra services approved by the Board.

The Revenues shall be expended by **W-A-Y** in accordance with the Board's approved Budget and shall not materially deviate from the provisions of the Budget. The expenditure of Revenues received from governmental entities shall be consistent with all applicable law. The expenditure of Revenues received from non-governmental grants, contributions and donations shall be made consistent with the provisions of Article V.

B. Budget

1. **Budget.** **W-A-Y** shall provide the Board with an annual proposed

Budget prepared and maintained in accordance with the Budgeting and Accounting Act and the **Academy's** Charter. The proposed Budget shall include all of the Academy's projected revenues and expenses at the object level as described in the Michigan Department of Education's Michigan School Accounting Manual. For the Academy's first school year, the proposed Budget shall be submitted prior to the beginning of the school year. Thereafter, the proposed Budget shall be submitted to the Board prior to June 1st for the next school year.

2. **Review and Approval of Budget.** The Board shall be responsible for reviewing, revising and approving the Budget in accordance with the Charter and applicable law. The Budget shall be amended by the Board from time to time as necessary to comply with the Budgeting and Accounting Act. At the direction of either W-A-Y or the Board, with the approval of the Board, the Budget shall be amended from time to time as necessary. The Board shall be responsible for determining the budget reserve amount included as part of the Academy's annual budget. In addition, the Board is responsible for implementing fiscal policies that will assist the Academy in attaining the stated budget reserve amount.

3. **Board Spending Account.** Notwithstanding any other provision of this **Agreement**, each school year during the term of this Agreement, the Board shall retain an amount equal to 5% of state per pupil aid reflected in the Budget for that respective school year (the "Board Spending Account"). The aforesaid amount shall be deposited by the Board into the Board Spending Account pro-rata during the course of the **Academy's** school year as Revenues are received by the **Academy**. All funds in the Board Spending Account are the property of the **Academy** and may be used by the **Academy** at the discretion of the Board. Funds in the Board Spending Account that are not spent by the **Academy** during the school year shall carry over to the **Academy's** next school year.

C. **Fees.** Throughout the term of this Agreement, **W-A-Y** shall receive an annual fee as its Management Fee in the amount of 8% per pupil revenue that the Academy receives from all sources for the students enrolled in the Academy (the "Fee"). In addition, **W-A-Y** shall receive all Revenues as its Services Fee from which it shall pay all operating costs of the Academy as detailed in the Budget. **W-A-Y** and the Board acknowledge that operating costs include an administrative fee of 3% of state per pupil aid reflected in the budget for that respective school year payable to the Authorizer as set forth in the Contract. It is anticipated that **W-A-Y** will be paid its Fee on the same frequency that the Academy receives its Revenues. **W-A-Y** agrees not to add any fees or charges to the cost of equipment, materials, or supplies purchased by **W-A-Y** at the request of or on behalf of the Academy.

No portion of the compensation paid by the **Academy** to **W-A-Y** under this Agreement is based on a share of the net profits of the **Academy**. If the provisions of this Agreement regarding the Fee and reimbursement are determined to result in private business use of the **Academy's** facilities under Rev. Proc. 97-13 as amended by Rev. Proc. 2001-39 (and as may be further amended), the parties agree to renegotiate the Fee and reimbursement provisions of this Agreement as necessary to maintain the qualified use and tax-exempt nature of any **Academy** bond funded property. However, **W-A-Y** may terminate this Agreement in accordance with Article VIII if the **Academy** requests or demands a reduction in **W-A-Y's** Fee and reimbursements under this provision without a corresponding reduction in services to the

Academy.

D. Other Schools. If **W-A-Y** has entered or shall enter into similar management agreements with other schools, **W-A-Y** shall maintain separate accounts for expenses incurred in the operation of the **Academy** and the other schools managed by **W-A-Y**, and shall reflect in the **Academy's** financial records only those expenses incurred in the operation of the **Academy**. If **W-A-Y** incurs expenses that are for both the benefit of the **Academy** and other schools managed by **W-A-Y**, then **W-A-Y** shall allocate, to the extent permitted by law, such expenses among all such affected schools, including the **Academy**, on a prorated basis based upon the number of enrolled students, the number of classrooms, or the number of teachers at the affected schools, or on such other equitable basis.

E. Financial Reporting. **W-A-Y** shall provide the Board with:

1. The annual proposed Budget as required by the terms of this Agreement.
2. Statement of Revenues, Expenditures and Changes in Fund Balance detailing all revenues received, and all expenditures for services rendered or expenses incurred in operation of the **Academy**, whether incurred on-site or off-site, at each regularly scheduled Board meeting. The Statements of Revenues, Expenditures and Changes in Fund Balance shall include detail of budget to actual revenue and expenditures with an explanation of variances.
3. Written reports on **Academy** operations and student performance, to be provided to the Board quarterly unless otherwise reasonably requested by the Board.
4. Such other information as the Board may reasonably request to enable the board to (i) evaluate the quality of the services provided by **W-A-Y** to the Academy, and (ii) timely provide all reports and information that the Academy is required to provide pursuant to the Charter and applicable law including MCL §388.1618.

F. Access to Records. **W-A-Y** shall keep accurate financial records pertaining to its operation of the **Academy**, together with all **Academy** financial records prepared by or in possession of **W-A-Y**, and shall retain all of the required records according to the Charter and applicable law to which such books, accounts, and records relate. **W-A-Y** and the Board shall maintain the confidentiality of personnel, students, and other records as required by law.

G. Accounting Standards/Annual Audit.

1. Accounting Standards. The **Academy** shall at all times comply with generally accepted public sector accounting principles, accounting system requirements of the State School Aid Act of 1979, as amended, and applicable Michigan Department of Education rules.
2. Annual Audit. The Board shall select and retain an independent auditor to conduct an annual audit of the **Academy's** financial matters in accordance with the Charter and applicable law. Subject to applicable law, all records in the possession or control of **W-**

A-Y relating to the **Academy**, including, but not limited to, financial records, shall be made available to the **Academy** and the **Academy's** independent auditor. **W-A-Y** shall not select, retain, evaluate or replace the independent auditor for the **Academy**.

H. Contributions; Repayment. **W-A-Y** shall make contributions to the **Academy** in the event **Academy** expenses for the Services exceed Revenues (the "Contributions"). The Contributions, if any, shall be in amounts acceptable to the Parties and, once made, shall be included in the Budget. The **Academy** is not legally obligated to repay **W-A-Y** for the Contributions. **W-A-Y's** agreement to make such contributions shall not be deemed to negate or mitigate the need for the **Academy** to apply for or solicit grants which the **Academy**, as a public school, may be eligible to receive.

I. No loans. **W-A-Y** shall not make or extend loans to the **Academy**.

J. Separate Agreements Between Parties. If the **Academy** and **W-A-Y** enter into any lease agreements, lease-purchase agreements or other financing relationship, then such agreements must be separately documented and approved and are not part of or incorporated into this Agreement. All such agreements must comply with the Contract, as well as any applicable University Board and University Charter Schools Office policies and guidelines.

ARTICLE VII

PERSONNEL & TRAINING

A. Personnel. **W-A-Y** shall select and hire qualified personnel to perform services for the **Academy**. Subject to the oversight of the Board, **W-A-Y** shall have the responsibility and authority, subject to subparagraphs B, C and D below, to select, hire, evaluate, assign, discipline, transfer, and terminate personnel consistent with the Budget and applicable law. Personnel working for the **Academy** shall be employees of **W-A-Y**. Each party shall be responsible for their respective employees. However, the compensation of all employees working for the **Academy** shall be included in the Budget. Upon Board request, **W-A-Y** shall disclose to the Board the level of compensation and fringe benefits provided by **W-A-Y** to **W-A-Y** employees working for the **Academy**. A criminal background check and unprofessional conduct search by **W-A-Y** in compliance with applicable law shall be conditions for the hiring of or services provided by any person who will or may be reasonably expected to have unsupervised access to and the care, custody or control of, any **Academy** student(s).

B. School Administrator. The **Academy** Administrator (the "**Administrator**") shall be an employee of **W-A-Y** and not the **Academy**. The duties and terms of the **Administrator's** employment shall be determined by **W-A-Y**. The **Administrator** shall work for **W-A-Y** in the operation and management of the **Academy** subject to the oversight of the Board. The accountability of **W-A-Y** to the **Academy** is an essential foundation of this Agreement. Since the **Administrator** is critical to the **Academy's** success, **W-A-Y** shall have the authority, consistent with subparagraph A above, to select, hire, evaluate, assign, discipline, transfer and terminate the **Administrator**, and to hold the **Administrator**

accountable for the performance of the **Academy**. **W-A-Y** shall consult with the Board prior to the placement and/or removal of the **Academy Administrator**. **W-A-Y** shall give due consideration to the input, if any, of the Board or Board's designated representative prior to making a final decision regarding placement and/or removal of the **Administrator** at the **Academy**. **W-A-Y** shall remove the **Administrator** from the **Academy** if the Board is reasonably dissatisfied with the **Administrator's** performance. Absent compelling circumstances, however, the Board shall give **W-A-Y** and the **Administrator** six (6) months to correct the basis for the Board's reasonable dissatisfaction. The parties agree that the purpose of the above provisions is not to deny the **Administrator** the opportunity for growth and/or promotion within **W-A-Y**. Notwithstanding any of the foregoing, the placement of the **Administrator** for the **Academy** shall be made by **W-A-Y**.

C. Teachers. Teachers within **W-A-Y's** Educational Program are often referred to as "team leaders," "online mentors," and "lab mentors." **W-A-Y** shall, consistent with subparagraph A above, provide the **Academy** with teachers qualified to teach their assigned subjects and grade level. The curriculum taught by the teachers shall be consistent with the Educational Program. The teachers may, at the discretion of **W-A-Y**, work for the **Academy** on a full or part time basis. If working for the **Academy** on a part time basis, the teacher(s) may also work for other schools managed or operated by **W-A-Y**. The cost for such teacher(s) shall be shared proportionately among the schools for which the teacher(s) are working. Each teacher working for the **Academy** shall hold a valid teaching certificate issued by the state board of education or applicable state agency to the extent required by the Code.

D. Support Staff. **W-A-Y** shall, consistent with subparagraph A above, provide the **Academy** with qualified support staff as needed to operate the **Academy** in an efficient manner. The support staff may, at the discretion of **W-A-Y**, work at the **Academy** on a full or part time basis. If assigned to the **Academy** on a part time basis, the support staff may also work for other schools managed or operated by **W-A-Y**. The cost for such support staff shall be shared proportionately among the schools for which the support staff is working. An individual who provides a service to students in the **Academy** that is not teaching, and for which a license is required under Michigan law, must have the appropriate license to provide the service in Michigan.

E. Training. **W-A-Y** shall provide training in its methods, curriculum, program and technology to all teaching personnel on a regular basis. Instructional personnel shall receive at least the minimum hours of professional development as required by the Code. Non- instructional personnel shall receive training as **W-A-Y** determines reasonable and necessary under the circumstances.

F. Background Checks and Qualifications. **W-A-Y** shall comply with Michigan law regarding background checks, unprofessional conduct searches and certification/licensure, as applicable, for all persons working for the **Academy**. **W-A-Y** shall store evidence of all such criminal, background and unprofessional conduct checks in physical form at the **Academy's** physical facility or shall make all such evidence electronically accessible at the facility.

G. Terms of Employment. No administrator, teacher or other member of the staff of the **Academy** shall be subject to any covenant not to compete or other employment restriction as part of the terms of his or her employment with **W-A-Y** for services for the **Academy**.

H. Limitations on Discretion. All decisions made by **W-A-Y** and any discretion exercised by **W-A-Y**, in its selection, hiring, evaluation, assignment, discipline, transfer and termination of personnel, shall be consistent with the Budget, the parameters adopted and included in the Educational Program, and applicable law.

I. All records pertaining to teacher and administrator certification, as well as a copy of **W-A-Y**'s employee handbook for the **Academy** shall be maintained physically on site or shall be electronically accessible at the **Academy**'s physical facility.

J. **W-A-Y** shall notify the Board if any principal or officer of **W-A-Y**, or **W-A-Y** as a corporate entity, or any related organizations in which a principal or officer of **W-A-Y** served as a principal or officer, files for bankruptcy protection or, at the time this Agreement is executed, has filed for bankruptcy protection within the last five (5) years.

ARTICLE VIII

TERMINATION OF AGREEMENT

A. Termination.

1. **By W-A-Y.** **W-A-Y** may, at its option, terminate this **Agreement** prior to the end of the term specified in Article II in the event the Board fails to remedy a material breach within thirty (30) days after notice from **W-A-Y**. A material breach includes, but is not limited to, **W-A-Y**'s failure to receive for any reason compensation or reimbursement as required by the terms of this **Agreement**, or the **Academy**'s loss or suspension of its Charter.

2. **By Academy.** The **Academy** may terminate this Agreement prior to the end of the term specified in Article II in the event that **W-A-Y** shall fail to remedy a material breach within thirty (30) days after notice from the Board. A material breach includes, but is not limited to: (i) failure to account for its expenditures or to pay **Academy** operating costs in accordance with the terms of the Budget (provided funds are available to do so), (ii) failure to follow policies, procedures, rules, regulations or curriculum duly adopted by the Board that are not in violation of the Charter, this **Agreement**, or applicable law, (iii) receipt by the Board of unsatisfactory reports regarding **W-A-Y**'s performance or the performance of the **Academy** that are not adequately corrected or explained; or (iv) if this **Agreement** or its implementation would serve as grounds for revocation of the Charter or would otherwise jeopardize tax exemptions or non-profit tax status of the **Academy**.

3. **Amendment Caused by Academy Site Closure or Reconstitution.** In the event that the Academy is required (i) to close an Academy site pursuant to a notice issued by the Department under Section 507 of the Code, MCL 380.507; or (ii) to undergo a reconstitution pursuant to Section 507 of the Code, MCL 380.507, and the Contract Terms and Conditions, and such closure of an Academy site or reconstitution causes an amendment to or

termination of this Agreement, the parties agree that this Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy, and W-A-Y shall have no recourse against the Academy or the University Board for implementing such site closure or reconstitution.

B. Termination/Expiration.

1. **Effective Date of Termination.** In the event this Agreement is terminated by either party prior to the end of the term specified in Article II, any termination of this Agreement for cause or without cause shall not take effect until the earlier of (i) an approved agreement by the Academy with another educational service provider (or self-management) is in effect; or (ii) the end of the current school year in which the termination is invoked.

2. **Transfer of Property.** Upon termination or expiration of this Agreement for any reason, the **Academy** shall have the right at its sole option exercisable by written notice to **W-A-Y** delivered within thirty (30) days of the final date of termination or expiration (i) to have personal property leases relating to operation of the **Academy** assigned to and assumed by the **Academy**, to the extent permitted by the terms thereof and to the extent that such a right can be negotiated into any such leases, and (ii) to purchase property owned by **W-A-Y** and used exclusively or primarily in connection with the operation of the Academy. The purchase price for any such owned assets acquired under clause (ii) above shall be the "remaining cost basis" of such assets (as that term is defined below) at the time of purchase. This Article VIII, Section B.2. shall survive any expiration or termination of this Agreement. Any property transferred pursuant to this paragraph shall be delivered to the **Academy** in good, working order.

For purposes of this Agreement, the "remaining cost basis" of such assets shall be calculated based upon the straight line method of depreciation over the life of such property, as established by the following property classifications: computers and software, three (3) years; furniture, fixtures and textbooks, five (5) years; buildings or leasehold improvements, twenty years. Depreciation will begin on the date that each such item of property was acquired by **W-A-Y**.

3. **Amounts Due Upon Termination or Expiration.** Except as otherwise provided in this Agreement or unless otherwise agreed to in writing by **W-A-Y**, upon termination or expiration of this Agreement for any reason, the **Academy** shall pay or reimburse **W-A-Y** for: (i) the prepaid portion of any reasonable expenses approved by the Board and paid by **W-A-Y** in accordance with the Budget; and (ii) for any outstanding liabilities that have been incurred by **W-A-Y** as of the effective date of the termination of this Agreement in accordance with the budget or as a result of **W-A-Y**'s obligations under this Agreement. **W-A-Y** will provide the **Academy** with written documentation of all such amounts.

4. **Transition.** **W-A-Y**, for a fee reasonably acceptable to **W-A-Y**, shall assist the **Academy** for a period not to exceed ninety (90) days following the effective date of termination of this Agreement, with the **Academy**'s transition to another administrative or managerial company.

5. Upon termination or expiration of this Agreement, or if this Agreement is terminated due to a Contract revocation, reconstitution, termination or non-renewal, **W-A-Y** shall, without charge: (i) close the books on the then-current school fiscal year; (ii) organize and prepare the Academy's records for transition to the new ESP, self-management or dissolution; (iii) provide the Academy with an updated fixed asset schedule showing all property owned by the Academy; (iv) provide an updated list of outstanding vendor invoices with total amount owed (including the total outstanding owed by the Academy to the ESP, if any); (v) the amount owed by the ESP to the Academy, if any; (vi) organize and prepare student records for transition to the new ESP, self-management or in the cause of a school closure, transfer to a student's new school as designed by the student's parent/legal guardian or to a person or entity authorized to hold such records; (vii) ensure the closeout of existing grants and the transfer of grant funded property to the Academy, if applicable; and (viii) provide for the orderly transition of employee compensation and benefits to the new ESP or self-management without disruption to staffing, or in the case of school closure, final payment of all employee compensation, benefit and tax obligations related to services provided by the ESP to the Academy.

ARTICLE IX

CONFIDENTIALITY AND DATA SECURITY

A. Commitment to Preserve. **W-A-Y** agrees that it shall observe the policies and directives of the Academy to preserve the confidentiality of Covered Data and Information (defined below) to the extent that **W-A-Y**, its officers, directors, employees or designated agents are permitted to access Covered Data and Information in the course of performing services under this Agreement.

B. Covered Data and Information (CDI). CDI includes paper and electronic student education and/or medical record information supplied by the Academy and/or its students or parents/guardians to **W-A-Y** and includes, without limitation, "education records" and "education record information" as defined under FERPA and IDEA; "protected health information" as defined under HIPAA; "relevant records" as defined under Section 504 under IDEA; and social security numbers. CDI also includes any new records created and maintained by **W-A-Y** under this Agreement using CDI.

C. Acknowledgment of Access to CDI. **W-A-Y** acknowledges that this Agreement allows **W-A-Y** (its employees and agents) access to CDI, which the **Academy** may have the ultimate legal responsibility to maintain in a confidential and secure fashion. Accordingly, **W-A-Y** (its employees and agents) shall provide the **Academy** with control over the CDI sufficient to satisfy all applicable legal and regulatory standards. In any event, **W-A-Y** (its employees and agents) shall at all times make CDI available to the **Academy** within a reasonable time of receiving a request for same.

D. Prohibition on Unauthorized Use or Disclosure of CDI. **W-A-Y** (its employees and agents) agrees to hold CDI in strict confidence. **W-A-Y** (its employees and agents) shall not use or disclose CDI received from or on behalf of the **Academy** except as permitted or required by this Agreement, as required or authorized by law, or as otherwise authorized in writing by the **Academy**, a parent/guardian, or eligible student. **W-A-Y** agrees

that it will protect the CDI it receives from or on behalf of the **Academy** according to commercially acceptable standards and no less rigorously than it protects its own confidential information. **W-A-Y** shall ensure that any employee or agent, including a subcontractor or Business Associate (as defined in HIPAA), to whom it provides CDI under this Agreement, understands and agrees to the same restrictions and conditions pertaining to use and disclosure of CDI that apply to **W-A-Y** under this Agreement.

E. Return or Destruction of CDI. Upon termination or other conclusion of this Agreement, **W-A-Y** (its employees and agents) shall return all CDI to the **Academy**.

F. Maintenance of the Security of Electronic Information. **W-A-Y** (its employees and agents) shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all CDI received from, or on behalf of, the **Academy** or its students. These measures will be extended by contract to all agents, including subcontractors or Business Associates, used by **W-A-Y**.

G. Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information. **W-A-Y**, within two business days of discovery, shall report to the **Academy** any use or disclosure of CDI not authorized by this Agreement or by the **Academy** in writing. **W-A-Y**'s report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what **W-A-Y** has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action **W-A-Y** has taken or shall take to prevent future similar unauthorized use or disclosure. **W-A-Y** shall provide such other information, including a written report, as reasonably requested by the **Academy**.

H. Remedies.

1. **Notice and Opportunity to Cure.** If the **Academy** reasonably determines in good faith that **W-A-Y** has materially breached any of its obligations under the data security provisions of this Agreement, the **Academy**, in its sole discretion, shall have the right to require **W-A-Y** to submit to a plan of monitoring and reporting; provide **W-A-Y** with a fifteen (15) day period to cure the breach; or terminate the Agreement immediately if cure is not possible. Before exercising any of these options, the **Academy** shall provide fifteen (15) days written notice to **W-A-Y** describing the violation and the action it intends to take.

2. **Statutory/Regulatory Penalties.** In addition, the parties understand and agree that **W-A-Y** is subject to any penalties for unauthorized disclosures or misuse of CDI that are or may be imposed, from time to time, under applicable law including, without limitation, that **W-A-Y** may be prohibited by law from accessing CDI for defined periods of time following any unauthorized disclosure or misuse of CDI, which shall constitute a material breach of this Agreement.

I. Amendment for Compliance. If the **Academy** believes in good faith that any data security provision of the Agreement fails to comply with applicable laws or

regulations, the **Academy** shall notify **W-A-Y** in writing. Within thirty (30) business days of receipt of such notice by **W-A-Y**, the parties shall address in good faith the expressed concern(s) and shall amend the terms of this Agreement, if the **Academy** deems an amendment necessary to bring the Agreement into compliance with applicable laws and regulations. If after such thirty (30) business day period this Agreement remains non-compliant with applicable laws or regulations with respect to the concern(s) raised under this Section, the **Academy** shall have the right to immediately terminate this Agreement upon written notice to **W-A-Y**.

ARTICLE X

INSURANCE

A. Insurance Coverage. **W-A-Y** shall maintain such policies of insurance as required by the Charter or applicable law. In addition, **W-A-Y** shall maintain an umbrella liability policy of not less than two million dollars (\$2,000,000.00) (or such greater amount if required by the terms of the Charter or applicable law) with the **Academy** listed as an additional insured. Each party shall maintain general liability insurance in the amount of one million dollars (\$1,000,000.00) per occurrence (or such greater amount if required by the terms of the Charter or applicable law), with the other party listed as an additional insured. The **Academy** shall maintain insurance on its facilities and related capital items leased by the **Academy**, all as required by the terms of the **Academy's** lease(s). Each party shall, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this paragraph. In the event that the Charter requires a change in coverage by **W-A-Y**, **W-A-Y** agrees to comply with any change in the type and amount of coverage required by the Charter within thirty (30) days after notice of the insurance coverage change is provided to **W-A-Y**. Each party shall comply with any information or reporting requirements required by the other party's insurer(s), to the extent reasonably practicable.

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

ARTICLE XI

WARRANTIES AND REPRESENTATIONS

A. Academy Warranties and Representations. The Board warrants and represents that, on behalf of and in the name of the **Academy**, it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement. The Board warrants that its actions have been duly and validly authorized, and that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement.

B. W-A-Y's Warranties and Representations. **W-A-Y** warrants and represents that it is a corporation in good standing and is authorized to conduct business in the State of Michigan. **W-A-Y** will comply with all registration and licensing requirements relating to conducting business under this Agreement. The Board agrees to assist **W-A-Y** in applying

for such licenses and permits and in obtaining such approvals and consents.

C. **Mutual Warranties.** The Board, on behalf of the **Academy**, and **W-A-Y** mutually warrant to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

ARTICLE XII

INDEMNIFICATION OF LAKE SUPERIOR STATE UNIVERSITY

The parties acknowledge and agree that the Lake Superior State University Board of Regents, 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, **W-A-Y** hereby promises to indemnify, defend, and hold harmless the University from and against all claims, demands, actions, suits, causes of action, losses, judgments, damages, fines penalties, forfeitures, or any other liabilities or losses of any kind, including costs, attorney fees, and related expenses imposed upon or incurred by 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 Regents' approval of the Academy's application, Lake Superior State University Board of Regents' consideration of or issuance of a Contract, **W-A-Y'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 **W-A-Y**, or which arise out of the failure of **W-A-Y** to perform its obligations under the Contract, the Agreement or Applicable Law, as applicable. The parties expressly acknowledge and agree that the University, Lake Superior State University Board of Regents and its members, and their respective officers, employees, agents or representatives, or any of them, may commence legal action against **W-A-Y** to enforce its rights as set forth in this Agreement.

ARTICLE XIII

PROVISIONS CONFIRMING ACADEMY AUTHORITY

Notwithstanding any other provision(s) of this Agreement, the parties agree that the following provisions are necessary to maintain the authority and accountability of the **Academy** and the Academy's Board of Directors. Accordingly, the provisions of this Article supersede any conflicting provision(s) of this Agreement.

A. **Indemnification.**

1. **By W-A-Y.** This Agreement calls for the **Academy** and the Academy's Board of Directors to rely on **W-A-Y's** judgment and/or expertise in a wide variety of areas, many of which involve or touch upon, or potentially involve or touch upon, the legal obligations of the **Academy** and the **Academy's** Board of Directors. In light of this fact, **W-A-Y** promises and agrees to indemnify the **Academy** and the **Academy's** Board of

Directors, and hold them harmless, from any and all claims arising from or relating to the acts or omissions of **W-A-Y** (including the acts or omissions of **W-A-Y's** agents, representatives and assigns) in the exercise of **W-A-Y's** judgment and/or expertise with respect to the **Academy**; and, in the discharge of **W-A-Y's** duties under this Agreement. **W-A-Y's** duty to indemnify and hold harmless under this paragraph includes: the duty to promptly pay for any and all reasonable attorneys' fees and costs incurred by the **Academy** and the **Academy's** Board of Directors, and the duty to promptly pay any and all settlements, judgments, liabilities, interest, and bonds.

2. **By the Academy.** To the extent permitted by law, the **Academy** promises and agrees to indemnify **W-A-Y** and **W-A-Y's** Board of Directors, and hold them harmless, from any and all claims arising from or related to the acts or omissions of the **Academy** (including the acts or omissions of the **Academy's** agents, representatives and assigns) in the exercise of the **Academy's** judgment and/or expertise with respect to **W-A-Y**; and, in the discharge of **W-A-Y's** duties under this Agreement. The **Academy's** duty to indemnify and hold harmless under this paragraph includes: the duty to promptly pay for any and all reasonable attorneys' fees and costs incurred by **W-A-Y**, and the duty to promptly pay any and all settlements, judgments, liabilities, interest, and bonds.

B. School Administrator. The School Administrator, who is a **W-A-Y** employee, will be the primary contact and source of information for the **Academy** and the **Academy's** Board of Directors about the **Academy** and the students served by the **Academy**. In light of this fact, the parties agree the **Academy's** Board of Directors must trust and respect the School Administrator. Therefore, the parties agree that **W-A-Y** will seek and obtain the consent of the **Academy's** Board of Directors, which consent shall not be unreasonably withheld, before appointing a School Administrator; and, if the School Administrator loses the trust and respect of the **Academy's** Board of Directors, **W-A-Y** will take such steps as are reasonable and necessary to replace the School Administrator.

C. Continuous Improvement. **W-A-Y** and the **Academy's** Board of Directors share a commitment to, and shall collaborate in, a process of continuous improvement of the Educational Program, all with reference to the **Academy's** goals and curriculum as set forth in the Charter and in Schedule 7-1 ("Educational Goals and Programs") and Schedule 7-2 ("Curriculum") attached thereto. The **Academy's** Board of Directors and representatives of **W-A-Y** will, on an ongoing basis, jointly review the progress of the Educational Program as implemented at the **Academy**. If differences between the parties arise with respect to the continuous improvement process contemplated by this subparagraph, the parties shall attempt to resolve such differences through negotiation. If such dispute cannot be resolved through negotiation, it shall be subject to mediation to be conducted by a qualified mediation provider as mutually agreed to by the parties in writing. Mediation of a dispute arising under this subparagraph is a precondition to the exercise of any other remedy otherwise available under this Agreement with respect to an alleged breach of this subparagraph.

D. Board Policy. The parties recognize the duty of the **Academy's** Board of Director to adopt those policies that are reasonable and necessary to govern the **Academy** according to federal and Michigan law, the Charter and in the best interests of the general public and the **Academy's** students and families.

ARTICLE XIV

MISCELLANEOUS

A. Entire Agreement. This Agreement and any attachments to this Agreement shall constitute the entire agreement of the parties on the subject matter set forth in this Agreement. This Agreement supersedes and replaces any and all prior agreements and understandings between the **Academy** and **W-A-Y**.

B. Force Majeure. Notwithstanding any other sections of this Agreement, neither party shall be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, embargo, fire, explosion, sabotage, flood, accident, labor strike, or other acts beyond its reasonable control; provided either party may terminate this Agreement in accordance with the termination provisions contained in this Agreement if sufficient grounds exist as provided in the Article governing termination.

C. State Governing Law/Waiver of Jury Trial. The rights of all parties hereto shall be subject to the jurisdiction of courts located in Wayne County, Michigan and be construed according to the laws of the State of Michigan without regard to conflict of law principles. **W-A-Y** and the **Academy** hereby waive the right to a jury trial in any action, proceeding or counterclaim brought by either **W-A-Y** or the **Academy** against the other.

D. Official Notices. All notices and other communications required by the terms of this Agreement shall be in writing and sent to the parties hereto at the facsimile number or address set forth below. Notice may be given by (i) facsimile with written evidence of confirmed receipt by the receiving party of the entire notice, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) personal delivery. Notice shall be deemed to have been given on the date of transmittal if given by facsimile, or upon the date of postmark if sent by certified or registered mail, or upon the date of delivery if given by personal delivery. Notices to the **Academy** shall be sent to the current address of the then current Board president, with a copy to the then current Board attorney. The address of the parties hereto for the purposes aforesaid, inclusive of the address of the initial Board president, are as follows:

The Academy: **Attn:** President
Board of Directors, W-A-Y Academy
Michael Murray, Board President
8701 West Vernor Highway
Detroit, MI 48209
Telephone: (313) 942-7170

With a copy to: Kevin T. Sutton
Miller Johnson Law Firm
409 E. Jefferson, Fifth Floor
Detroit, MI 48226

Telephone: (248) 988-5695

W-A-Y: **Attn:** Richard Klemm
369 Main Street
Belleville, Michigan 48111
Telephone: (313) 444-9292
Facsimile: (313) 638-2717

E. Assignment. **W-A-Y** may assign this Agreement with the prior written approval of the Board.

F. Amendment. This Agreement shall not be altered, amended, modified or supplemented except by memorandum approved by the Board and signed by both an authorized officer of the **Academy** and of **W-A-Y**. The Authorizer must be notified of any proposed amendment before such amendment may take effect. All amendments, whether or not substantial, shall be submitted for review to the Authorizer or Authorizer's designee.

G. Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

H. Cost and Expenses. If any party commences an action against another party as a result of a breach or alleged breach of this Agreement, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit. Furthermore, the parties will proceed to Arbitration to seek a "Cause Opinion" before filing a lawsuit in a State Court. A copy of any "Cause Opinion" shall be made available to the Authorizer upon request.

I. Severability. If any term or provision of this **Agreement** is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms and provisions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their best efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term or provision.

J. Delegation of Authority. Nothing in this **Agreement** shall be construed as delegating to **W-A-Y** any powers or authority of the Board which are not subject to delegation by the Board under the Charter or applicable law.

K. Compliance with Law. The parties to this **Agreement** agree to comply with the Charter and all applicable law.

L. Governmental Immunity. Nothing in this Agreement shall not restrict a Board from waiving its governmental immunity or require the Board to asset, waive or not waive its governmental immunity.

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

Date: 06 / 15 / 2022, 2022

W-A-Y Widening Achievement for Youth

By: *Rich Klemm*

Its: Executive Director _____

Date: 06 / 16 / 2022, 2022

W-A-Y Academy

By: *Michael Murray*

Its: Board President _____



SCHEDULE A

1. Copy of the Charter 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. List 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 Authorizing Body
11. Copy of curriculum and other educational materials given to the Authorizing Body
12. Copy of School improvement plan (if required)
13. Copies of facility leases, mortgages, modular leases and/or deeds related to the Academy's physical plant
14. Copies of equipment leases
15. Proof of ownership for Academy owned vehicles and portable buildings
16. Copy of Academy Board approved management contract with W-A-Y
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 I environmental report (if required)
24. List of current Academy teachers and school administrators with 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 as part of the audit
29. Proof of insurance as required by the Contract
30. Any other information specifically required under Public Act 277 of 2011
31. Any information needed by the Academy in order to comply with its obligations to disclose the above-referenced information.

Signature Certificate

Reference number: GZHPM-JFUMY-BCCLK-O9FUA

Signer	Timestamp	Signature
Rich Klemm Email: rich.klemm@wayprogram.net Sent: 15 Jun 2022 13:48:01 UTC Viewed: 15 Jun 2022 16:26:11 UTC Signed: 15 Jun 2022 17:47:16 UTC		
Recipient Verification: ✓ Email verified	15 Jun 2022 16:26:11 UTC	IP address: 50.231.171.186 Location: La Porte, United States
Michael Murray Email: michaelmurray83@hotmail.com Sent: 15 Jun 2022 13:48:01 UTC Viewed: 15 Jun 2022 19:48:12 UTC Signed: 16 Jun 2022 10:29:25 UTC		
Recipient Verification: ✓ Email verified	15 Jun 2022 19:48:12 UTC	IP address: 97.70.127.213 Location: Farmington, United States

Document completed by all parties on:
16 Jun 2022 10:29:25 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 30,000+ companies worldwide.



CONTRACT SCHEDULE 6

PHYSICAL PLANT DESCRIPTION

SCHEDULE 6
PHYSICAL PLANT DESCRIPTION

Physical Plant Description 6-1

Site Plan 6-3

Floor Plan..... 6-4

Certificate of Occupancy 6-5

Lease Agreement 6-7

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 WAY Academy (“Academy”) is as follows:

A. Chicago Site

Address: 19321 W. Chicago Street
Detroit, MI 48228

Description: The Academy’s facility is a brick building with multiple classrooms.

Term of Use: Term of Contract.

Configuration of Grade Levels: Sixth through twelfth grade.

Name of School District and Intermediate School District:

Local: Detroit Public Schools
ISD: Wayne RESA

A. Vernor Site

Address: 8701 W. Vernor
Detroit, MI 48209

Description: The Academy’s facility is a brick building with multiple classrooms.

Term of Use: Term of Contract.

Configuration of Grade Levels: Sixth through twelfth grade.

Name of School District and Intermediate School District:

Local: Detroit Public Schools
ISD: Wayne RESA

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

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

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

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

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

WESTWOOD



GRANDVILLE

CERTIFICATE OF USE AND OCCUPANCY
PERMANENT

Michigan Department of Licensing and Regulatory Affairs

Bureau of Construction Codes/Building Division

P.O. Box 30254

Lansing, MI 48909

Authority: 1972 PA 230

(517) 241-9317

Building Permit No: BLDG17-01338

19321 W CHICAGO ST

Detroit, MI 48228

COUNTY: Wayne

The above named building of Use Group E, Education and Construction Type 1B is approved for use and occupancy.

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

Print Date: 10/19/2017

CERTIFICATE OF USE AND OCCUPANCY
PERMANENT

Michigan Department of Licensing and Regulatory Affairs

Bureau of Construction Codes/Building Division

P.O. Box 30254

Lansing, MI 48909

Authority: 1972 PA 230

(517) 241-9317

Building Permit No: BLDG17-01339

8701 W VERNOR ST

Detroit, MI 48209

COUNTY: Wayne

The above named building of Use Group E, Education and Construction Type 1A is approved for use and occupancy.

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

Print Date: 10/23/2017

LEASE AGREEMENT

This Lease Agreement (hereinafter called the “Lease”), entered into as of _____, 2022, by and between **ST SUZANNE OUR LADY GATE OF HEAVEN PARISH OF DETROIT**, whose address 9357 Westwood Street Detroit MI 48228 (herein called “Landlord”) and **W-A-Y ACADEMY**, a Michigan non-profit corporation, whose address is 397 Main Street, Suite 1, Belleville, Michigan 48111 (herein called “Tenant”):

WITNESSETH:

1. **The Leased Premises.** Landlord leases to Tenant and Tenant accepts and agrees to lease from Landlord a portion of the Leased Premises (as defined in below). As used in this agreement, the following terms shall have the meanings set forth below.

“Common Areas” shall mean the gymnasium, north and south basements, the entryways, stairways, hallways in the School Building, the walkways, parking lot located to the south of the School Building and the small parking lot located to the south of the church building on the Property.

“Leased Classrooms” shall mean classrooms 205-212 located in the School Building.

“Leased Premises” consists of the Leased Classrooms and the Common Areas.

“Property” the real property situated in the City of Detroit, County of Wayne and State of Michigan commonly known as 19321 West Chicago, Detroit, Michigan 48228 and more particularly described on the attached Exhibit A.

“School Building” shall mean the former St. Suzanne school building located on the Property.

1. **Occupancy.** Subject to the terms and conditions of this Lease, during the Term (as defined below), the Tenant will have the right to exclusive occupancy and use of the Leased Classrooms, and the non-exclusive right to use the Common Areas in common with Landlord and its current or future tenants and occupants, including St. Suzanne Cody Rouge Community Resource Center, a subsidiary of St. Suzanne Our Lady Gate of Heaven Parish. Any conflicts regarding use of the Common Areas shall be determined in writing by the Pastor (as defined below). The Tenant shall provide to the pastor (“Pastor”) of St. Suzanne Parish (“Parish”) keys and all access codes, if applicable, for the Leased Premises. In the event that Landlord permits another tenant or occupant to occupy the School Building, the Parties shall provide written notice to the Lake Superior State University Charter Schools Office Director thirty (30) days prior to such occupancy.

2. **Term.** The term of this Lease begins July 1, 2022 and ends June 30, 2023. This Lease and all party obligations hereunder shall immediately terminate on the effective date of any suspension, termination, expiration, or revocation of Tenant’s Charter with Lake Superior State University Board of Trustees. Tenant shall also be permitted to terminate the Lease, without cost or penalty to the Tenant, in the event that the Tenant is required to close the Leased Premises (i)

pursuant to a notice issued by the Michigan Department of Education under Section 507 of the Code, MCL 380.507; or (ii) pursuant to a reconstitution by Lake Superior State University pursuant to Section 507 of the Code, MCL 380.507. In the event of such a termination, Landlord shall have no recourse against the Tenant or Lake Superior State University for implementing the site closure or reconstitution. Nothing in this Section shall prevent the Landlord from receiving Rent and other payments owed under the Lease prior to site closure or reconstitution, or relieve the Academy from paying any costs or expenses owed under the Lease prior to site closure or reconstitution. A termination under this Section 3, however, shall not constitute an “Event of Default” under Section 19 entitling the Landlord to Remedies under Section 20 or Recovery of Damages for Termination under Section 21.

3. **Use.** The Leased Premises are to be used and occupied only as a public school academy as defined in Act 362 of the Public Acts of 1993 of the State of Michigan (as amended) and for no other purpose.

4. **Rent.** The Tenant agrees to pay the Landlord, without demand, offset or deduction, as base rental for the Leased Premises, on the first day of each and every month, in advance, (a) commencing July 1, 2022 through June 30, 2023, \$8,845 per month. All checks shall be payable to “St. Suzanne/Our Lady Gate of Heaven Parish,” and shall be mailed to:

St. Suzanne/Our Lady Gate of Heaven Parish
9357 Westwood
Detroit, Michigan 48228-1797

If at any time payment of the monthly rental amount reserved under this Section is more than five (5) days past due, Tenant shall pay Landlord a late fee in the amount of ten percent (10%) of the amount past due. The parties agree that such a late fee represents a fair and reasonable estimate of the costs Landlord will incur by reason of a late payment. In the event that any monthly rental payment is more than ten (10) days past due, in addition to the late fee, Tenant shall pay Landlord interest on the unpaid amount at the rate of ten percent (10%) per annum commencing on the tenth (10th) day after such payment was due, until such payment is made. Acceptance of the late fee or interest under this Section shall in no event constitute a waiver of Tenant’s default with respect to the overdue amount, nor prevent Landlord from exercising any of his rights and remedies. Except as may otherwise be expressly permitted in this Lease, rent, additional rent and any other sums required to be paid by Tenant under this Lease shall not abate for any reason during the term hereof. Landlord will reimburse Tenant any and all unused pre-paid security rent, including prorated portions thereof, within 30 days of the Lease termination date.

5. **Utilities.** Tenant shall pay thirty percent (30%) of all charges for all utilities and trash disposal used by Tenant or charged to the School Building from July 1, 2022 through the end of the Term, including, without limiting the generality of the foregoing, for gas, water, sewer, electricity and heating service and trash disposal (collectively, “Utility Charges”). Tenant shall make such payments within ten (10) days of submission by Landlord to Tenant of an invoice therefor.

6. **Compliance With Laws.** Tenant agrees to comply promptly with all laws, orders, regulations, and ordinances of all municipal, county, state and federal authorities, and all easements

and building and use restrictions of record, affecting the Leased Premises and the cleanliness, safety, occupation, and use of same, including without limitation the Americans with Disabilities Act of 1990 42U.S.C. 12101-12213 (1991), as amended. Tenant also agrees to observe all reasonable regulations and requirements of underwriters concerning the use and condition of the Leased Premises tending to reduce fire hazards and insurance rates, and not permit nor allow any rubbish, waste material or products to accumulate on the Leased Premises. Tenant shall not do or permit anything to be done in or about the Leased Premises that will in any way obstruct or interfere with the rights of other tenants, if any, or use or allow the Leased Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Leased Premises.

7. **Maintenance, Repairs, Snow Removal and Landscaping.**

(a) Except for the express obligations of Landlord set forth in Section 8(b) below (“Landlord’s Obligations”), during the entire term of this Lease, including any extension period that the parties may agree upon pursuant to Section 33 hereof, Tenant agrees, at its sole cost and expense, to maintain the Leased Premises and fixtures in good order, condition and repair at all times (including any replacements thereof if necessary in the event such item or component of the Leased Premises or fixture cannot be repaired). Tenant shall keep the Leased Premises in a clean, sanitary and safe condition at all times.—Tenant hereby acknowledges and agrees that except for Landlord’s Obligations it is the intent of the parties that Landlord shall have no obligation whatsoever to repair or maintain or replace any portion of the Leased Premises. Tenant acknowledges that all of its obligations under this Section apply to all of the Leased Premises, including, but not limited to, the Common Areas. Tenant shall reimburse Landlord for 30% of the cost of maintenance of the elevator, payable within ten (10) days of submission by Landlord to Tenant of an invoice therefor.

(b) Landlord, after receiving notice from the Tenant, agrees to keep in good order and repair the structural components of the School Building, including, the roof and four outer walls, the heating boiler, including radiators and zone thermostats, and elevator maintenance, except for damage caused by Tenant or anyone Tenant permits to use the Leased Premises, which shall be the obligation of the Tenant at its sole expense. In addition, Landlord shall be responsible for contracting for maintenance of the lawn and landscaping of the Leased Premises and for snow and ice removal from the pavement, driveways, walkways and parking lots of the Leased Premises.

8. **Licenses.** If the nature of the Tenant’s business requires licensure, Tenant shall keep in effect a valid license to operate the Leased Premises for that purpose and provide Landlord with a current copy of the required license.

9. **Security.** Tenant agrees to provide any and all security for its use of the Leased Premises during the term of this Lease. Tenant hereby acknowledges that Landlord is not responsible for providing any security during Tenant’s use of the Leased Premises and hereby releases Landlord from any and all claims Tenant may have against Landlord arising from, or related to, security of the Leased Premises during the term of this Lease. In addition, to the extent permitted by law, Tenant hereby agrees to indemnify, defend (using counsel of Landlord’s choice) and hold Landlord Parties (as later defined) harmless for any claim, expense or loss arising from, or relating to, security of the Leased Premises.

10. **Quiet Enjoyment.** The Landlord covenants that the Tenant, on payment of the rent, additional rent and other sums required to be paid by Tenant to Landlord hereunder at the time and in the manner aforesaid and performing all the foregoing covenants, shall and may peacefully and quietly have, hold, and enjoy the Leased Premises for the term aforesaid. No provision of the Lease shall interfere with the Tenant Board's exercise of its statutory, contractual and fiduciary responsibilities governing the operation of a public school, and nothing in this Lease shall interfere with Tenant Board's fiduciary responsibilities and ability to act as an independent, public body.

11. **Insurance.**

(a) The Tenant will procure and keep in effect during the term hereof commercial general liability insurance on an occurrence basis with limits of at least Two Million Dollars (\$2,000,000.00) per occurrence, with a Two Million Dollar (\$2,000,000.00) annual general aggregate insurance issued by a company acceptable to Landlord for benefit of the Landlord. Said policy shall name the Tenant and the Owner (as later defined), Landlord, The Archdiocese of Detroit, the Archbishop of Detroit, the Parish and the Pastor as additional named insureds. Tenant shall deliver a Certificate of Insurance to the Landlord. Such policy shall (i) contain cross-liability endorsements and shall include coverage for bodily injury, property damage, premises and operations, personal and advertising injury and contractual liability insurance that covers the indemnification obligations of this Lease; (ii) be primary, not contributing with, and not in excess of coverage which Landlord may carry; (iii) state that Landlord is entitled to recovery for the negligence of Tenant even though Landlord is named as an additional insured; (iv) provide for severability of interest; (v) provide that an act or omission of one of the insured or additional insureds which would void or otherwise reduce coverage shall not void or reduce coverages as to the other insured or additional insured; (vi) afford coverage after the term of this Lease (by separate policy or extension if necessary) for all claims based on acts, omissions, injury or damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the term of this Lease; and (vii) contain a provision that it may not be canceled without at least thirty (30) days' prior written notice being given by the insurer to Landlord.

(b) The insurance required hereunder shall be obtained from insurance companies authorized to conduct business in the State of Michigan and rated A+ or better by Best's Insurance Guide. Upon Tenant's failure to deliver a Certificate of Insurance, the Landlord may, at his option, immediately cancel this Lease upon written notice to Tenant. The limits of said insurance shall not limit any liability of Tenant hereunder. Not more frequently than every three (3) years, if, in the reasonable opinion of Landlord, the amount of liability insurance required hereunder is not adequate, Landlord shall promptly increase said insurance coverage as required by Landlord.

(c) Tenant shall be responsible for securing any insurance it deems advisable on contents and tenant improvements or for business interruption and Landlord shall have no liability with respect to any loss to Tenant's personal property or improvements.

(d) Landlord or the Parish shall maintain casualty insurance on the buildings in which the Leased Premises are located in such the amounts of _____ (\$ _____) and with such carriers as Landlord deems appropriate, in its sole and absolute discretion, which insurance is solely for the benefit of the Landlord and is not available for the benefit of the Tenant. Tenant shall reimburse Landlord or the Parish during the term hereof, as additional rent, for the insurance premiums for such casualty insurance carried by Landlord or the Parish covering the Leased Premises ("Insurance

Charges”). Such payments shall be made by Tenant to Landlord or the Parish within thirty (30) days after receipt by Tenant of an invoice for such premiums.

12. **Indemnity.** To the extent permitted by law, Tenant shall indemnify, defend (using counsel satisfactory to Landlord in its sole discretion) and hold harmless Owner (as later defined), Landlord, the Archdiocese of Detroit, the Archbishop of Detroit, the Parish, the Pastor, and their respective employees, managers, partners, officers, directors, attorneys, contractors, agents, successors and assigns (collectively, the “Landlord Parties” and each a “Landlord Party”) from and against all claims, demands, liabilities, obligations, damages, penalties, causes of action, suits, judgments, and expenses (including attorneys’ fees) arising from or related to (i) the occupancy, condition, operation or use of the Leased Premises, (ii) any accident, occurrence, injury to or death of persons, or loss of or damage to property occurring on or about the Leased Premises, (iii) use or misuse of any portions of the Leased Premises by a Tenant or any of Tenant’s respective agents, contractors, employees, visitors, and invitees, or (iv) Tenant’s failure to perform its obligations under this Lease. The obligations of Tenant under this paragraph arising by reason of any occurrence taking place during the term of this Lease shall survive any termination of this Lease.

Nothing in this Lease shall be construed as restricting Tenant from or requiring Tenant to waive its right to assert the protections of governmental immunity.

13. **Alterations.**

(a) The Tenant shall not make any alterations, additions, or improvements to the Leased Premises without the Landlord's prior written consent. If Landlord gives such consent, all such alterations, additions and improvements shall be at the expense of the Tenant and Tenant hereby indemnifies and holds Landlord harmless from all costs, liability and loss of any kind and all claims of loss or liability, in any way arising out of or by reason of any such alterations, additions or improvements. Except for fixtures purchased using Tenant funds, upon vacation of the Leased Premises, said improvements, additions and alterations shall, at Landlord's option, become the property of the Landlord. Fixtures purchased using Tenant funds shall be owned by Tenant upon vacation of the Leased Premises. Except for replacement fixtures purchased by Tenant under Section 8.1.(a), Tenant shall promptly remove all such alterations, additions and improvements required by Landlord to be removed and Tenant shall restore the Leased Premises after such removal to substantially their condition prior to the time such alteration, addition or improvement was made. All furnishings and equipment which are not attached or affixed to the Leased Premises made or placed by Tenant upon the Leased Premises shall be the property of the Tenant, and the Tenant shall remove the same at the end of the term of this Lease. The cost of all improvements made by Tenant to the Leased Property shall be reimbursed in whole by Landlord in the event Landlord terminates this Lease without cause prior to the end of the Term.

(b) If Landlord consents to Tenant's performance of any alteration or addition to the Leased Premises (“Work”), Tenant shall ensure that the Work shall be made in accordance with the Plans and Drawings (as defined below) and all applicable laws, regulations and building codes, in a good and workmanlike manner and in quality satisfactory to Landlord. In addition, prior to commencement of any Work, Tenant must submit to Landlord for approval, which approval Landlord may withhold in its sole and absolute direction: (i) a complete set of plans and specifications (“Plans”) prepared and sealed by a registered architect or engineer, (ii) a complete set of drawings and specifications for

mechanical, electrical and plumbing systems (“Drawings”); and (iii) a list of the contractors and subcontractors (“Contractors”) who will perform the Work, together with proof of insurance and performance and labor bonds, in such amounts and with such carriers or sureties as Landlord may require in its sole and absolute discretion.

(c) Landlord’s approval of the Plans and Drawings for Tenant’s alterations shall create no responsibility or liability on the part of Landlord for their completeness, design sufficiency or compliance with all laws, rules and regulations of governmental agencies or authorities. No person shall be entitled to any lien on the Leased Premises because of any labor or material furnished to Tenant in connection with any alterations or improvements by Tenant, and nothing in this Lease shall be construed to constitute a consent by Landlord to the creation of any lien. If any lien is filed against the Leased Premises as a result of a claim against Tenant for labor or material furnished to Tenant, Tenant shall cause the lien to be discharged of record within fifteen days after filing. If Tenant fails to cause the lien to be discharged within such time, Landlord may, without the obligation to do so, payoff the lien and Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord to pay and discharge such lien, including, but not limited to, reasonable attorney fees (“Lien Expense”). To the extent permitted by law, Tenant shall indemnify Landlord Parties from any costs, including, but not limited to, reasonable attorney fees, in connection with any such lien.

14. **Eminent Domain.** If all or any part of the Leased Premises shall be taken as a result of the exercise of the power of eminent domain, this Lease shall terminate as to the part so taken as of the date of taking, and, in the case of partial taking, either Tenant or Landlord shall have the right to terminate this Lease as to the balance of the Leased Premises by notice to the other within thirty (30) days after such date; provided, however, that a condition to the exercise by Tenant of such right to terminate shall be that the portion of the Leased Premises taken shall be of such extent and nature as substantially to handicap, impede or impair Tenant’s use of the balance of the Leased Premises. In the event of any taking, Landlord shall be entitled to any and all compensation, damages, income, rent, awards, or any interest therein whatsoever which may be paid or made in connection therewith, and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease or otherwise. In the event of a partial taking of the Leased Premises which does not result in a termination of this Lease, the monthly base rental thereafter to be paid shall be reduced on a per square foot basis.

15. **Taxes.** Any real property taxes, assessments, impositions or charges, whether general or special, including, but not limited to, any and all real estate taxes and assessments, personal property taxes and assessments and the like, assessed against the Leased Premises or any property of which they are a part, at any time (collectively, “Taxes”), shall be paid by the Tenant where such Taxes have resulted because of rental of the Leased Premises by Tenant or any party Tenant permits to use the Leased Premises. Payment of all such Taxes shall be made on or before the last day when payment may be made without interest or penalty. Tenant may, when permitted by appropriate governmental authority, pay any Tax over a period of time. Tenant agrees to exhibit to Landlord on demand any time following such date for payment of Taxes, receipts evidencing payments of all such Taxes so payable.

16. **Additional Rent.** All payments and other charges, costs and expenses that the Tenant assumes or agrees to pay under this Lease, other than the payment of monthly base rent,

including but not limited to Utility Charges, Insurance Charges, Taxes, Reimbursable Expenses and Lien Expenses, together with all interest and late charges that may accrue thereon in the event of failure of Tenant to pay these items, and all other damages that Landlord may incur by reason of any default of the Tenant to comply with the terms and conditions of this Lease shall be deemed additional rent, and in the event of non-payment, Landlord shall have all the rights as herein provided for failure to pay monthly base rent.

17. **Assignment and Subletting.** Tenant covenants that it will not assign, sell, mortgage or in any manner transfer or encumber this Lease or any interest herein, or sublet the Leased Premises or any part or parts thereof or grant any concession or license or otherwise permit occupancy of all or any part thereof by others without in each case first obtaining the prior written consent of Landlord. The consent by Landlord to an assignment or subletting shall not in any way be construed to release Tenant from obtaining the express consent of the Landlord to any further assignment or subletting of any part of the Leased Premises nor shall the collection of rent by Landlord from any assignee, subtenant or other occupant be deemed a waiver of this covenant or the acceptance of the assignee, subtenant or occupant as a tenant hereunder or are lease of Tenant from the further performance by Tenant of the covenants in this Lease on Tenant's part to be performed. In the event Landlord consents to any subletting, Landlord shall have the right, upon the occurrence of a default by Tenant under this Lease, to demand the sublessee to pay the rent due under the sublease directly to the Landlord to be applied to sums due Tenant under this Lease. If Tenant is a limited liability company, corporation, partnership, the sale or transfer of fifty percent (50%) or more of such limited liability company's membership interests or corporation's voting shares or partnership's general partnership interests, as the case may be, shall be deemed to be an assignment of this Lease. If Tenant is a nonprofit corporation, then the occurrence of any of the following events may be deemed to be an assignment of this Lease: (i) during any twelve (12) month period, the change of thirty-five percent (35%) or more of the members of the Board of Directors; or (ii) a change in the name of Tenant or the nature of its business, generally, or in its affiliations or in its use of the Leased Premises, any of which, in the sole discretion of Landlord, is substantial.

18. **Default.** The occurrence of any one or more of the following events (hereinafter referred to as "Events of Default") shall constitute a default or breach of this Lease by Tenant:

- a. if Tenant shall fail to pay rent or any other sum when and as the same becomes due and payable;
- b. if Tenant shall fail to perform or observe any other term hereof to be performed or observed by Tenant under this Lease;
- c. if Tenant shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy, or shall be adjudicated as insolvent or shall file a petition in any proceeding seeking any reorganization, arrangements, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file an answer admitting or fail timely to contest or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or any material part of its properties;
- d. if this Lease or any estate of Tenant hereunder shall be levied upon under any attachment or execution and such attachment or execution is not vacated within ten (10) days;

e. if Tenant vacates, abandons or deserts the Leased Premises or Tenant fails to occupy the Leased Premises for more than thirty (30) consecutive days; and

f. if there is a revocation, termination or other invalidation of any permit, license or authorization with respect to Tenant's use and/or occupancy of the Leased Premises, including, but not limited to, certificates of occupancy, business licenses or charters.

19. **Remedies.** Upon the occurrence of any an Event of Default, in addition to any other remedies which may be available to Landlord, Landlord may, at his option, after providing to Tenant any notice required under Michigan Law, do one or more of the following:

- a. Terminate this Lease and, upon such termination, this Lease shall come to an end and expire upon Landlord's termination, but Tenant shall remain liable for damages as provided in Section 21 hereof; or
- b. Either with or without terminating this Lease, Landlord may immediately or at any time after the Event of Default or after the date upon which this Lease shall expire, reenter the Leased Premises or any part thereof, without notice, either by summary proceedings or by any other applicable action or proceeding, (without being liable to indictment, prosecution or damages therefor), and may repossess the Leased Premises and remove any and all of Tenant's property and effects from the Leased Premises; or
- c. Either with or without terminating this Lease, Landlord may relet the whole or any part of the Leased Premises from time to time, either in the name of Landlord or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the expiration of this Lease, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods, as Landlord, in its sole discretion, may determine. In the event of any such reletting, Landlord shall not be liable for the failure to collect any rental due upon any such reletting, and no such failure shall operate to relieve Tenant of any liability under this Lease or otherwise to affect any such liability; and Landlord may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the Leased Premises as Landlord, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Tenant of any liability under this Lease or otherwise affecting such liability;
- d. Perform for the account of Tenant any default of Tenant under this Lease and immediately recover as expenses any expenditures made and the amount of any expenses (including legal fees) or obligations incurred in connection therewith, plus interest at the maximum legal interest rate allowed by law in the State of Michigan, from the date of any such expenditure. The payment of interest on such amount shall not excuse or cure any default by Tenant under this Lease.
- e. Landlord shall have the right to recover the rental and all other amounts payable by Tenant hereunder as they become due and all other damages incurred by Landlord as

a result of an Event of Default including, without limitation, attorney's fees and costs.

- f. Accelerate all rental due for the balance of the term of this Lease and declare the same to be immediately due and payable.

20. **Recovery of Damages upon Termination.** Upon termination of this Lease by Landlord pursuant to Section 20(a) hereof, Landlord shall be entitled to recover from Tenant the aggregate of:

- a. the worth at the time of award of the unpaid rental which had been earned at the time of termination;
- b. the worth at the time of award of the amount by which the unpaid rental which would have been earned after termination until the time of award exceeds the then reasonable rental value of the Leased Premises during such period;
- c. the worth at the time of the award of the amount by which the unpaid rental for the balance of the term of this Lease after the time of award exceeds the reasonable rental value of the Leased Premises for such period; and
- d. any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant's failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom.

The "worth at the time of award" of the amounts referred to in clauses (a) and (b) above is computed from the date such rent was due or would have been due, as the case may be, by allowing interest at the rate of three percent (3%) in excess of the prime rate as published in The Wall Street Journal or, if a higher rate is legally permissible, at the highest rate legally permitted. The "worth at the time of award" of the amount referred to in clause (c) above is computed by discounting such amount at the discount rate of the Federal Reserve Bank of Chicago at the time of award, plus one percent (1%). Tenant hereby waives any and all rights to set-off or recoup any present or future accounts, amounts, damages or claims arising as a result of or in connection with this Lease, any transaction, any incident, any occurrence or any other agreement between Landlord and Tenant against any of its present or future payments due Landlord under this Lease.

21. **Landlord's Cure.** All covenants, terms and conditions to be performed by Tenant under any of the terms of this Lease shall be at its sole cost and expense and without any abatement of rental. If Tenant shall fail to pay any sum of money, other than the payment of rent, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder, Landlord may, but shall not be obligated so to do, and without waiving or releasing Tenant from any obligations of Tenant, make any such payment or perform any such other act on Tenant's part to be made or performed as in this Lease provided. Tenant shall reimburse all sums so paid by Landlord and all necessary incidental costs related thereto ("Reimbursable Expenses") within fifteen (15) days of receipt of written notice from Landlord of the amount due. All Reimbursable Expenses shall be deemed additional rental, and Landlord shall have (in addition to any other right or remedy of Landlord) the same rights and remedies in the event of the nonpayment thereof by Tenant as in the

case of default by Tenant in the payment of rent.

22. **Tenant's Payment Obligations.** In the event Tenant fails to pay any sum of money, other than the payment of monthly base rent, required to be paid by Tenant under the terms of this Lease, including, but not limited to any Utility Charges, Insurance Charges, Taxes, Reimbursable Expenses and Lien Expenses (each a "Delinquent Payment"), within five (5) days of when due ("Delinquency Date"), Tenant shall pay to Landlord, on the Delinquency Date and every thirty (30) days thereafter until such payment is made, in addition to the amount of such Delinquent Payment, a late fee in the amount of ten percent (10%) of the amount of the Delinquent Payment. In the event such Delinquent Payment is more than ten (10) days past due, in addition to the late fee, Tenant shall pay to Landlord interest on the unpaid amount of the Delinquent Payment at the rate of ten percent (10%) per annum commencing on the tenth (10th) day after such Delinquent Payment was due, until such Delinquent Payment is made. Acceptance of the late fee or interest under this Section shall in no event constitute a waiver of Tenant's default with respect to the Delinquent Payment, nor prevent Landlord from exercising any of his rights and remedies set forth in this Lease.

23. **Landlord's Rights and Non-liability.** Landlord shall have the right from time to time, without notice to Tenant, to access and inspect the Leased Premises to confirm Tenant's compliance with this Lease. Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining areas or any part of the area adjacent to or connected with the Leased Premises or any part of the structures or improvements on the Leased Premises or for any loss or damage resulting to Tenant or his property from theft or a failure of the security systems, if any, in the structures or improvements on the Leased Premises, or for any damage or loss of property within the Leased Premises from any cause other than solely by reason of the willful act of Landlord, and no such occurrence shall be deemed to be an actual or constructive eviction from the Leased Premises or result in an abatement of rents. If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed, and, if as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only against the right, title and interest of Landlord in the Leased Premises and out of rents or other income from the Leased Premises by Landlord, or out of the consideration received by Landlord from the sale or other disposition of all or any part of Landlord's right, title and interest in the Leased Premises, and Landlord shall not be liable for any deficiency.

24. **Controlling Law; No Other Agreement or Representatives; Time of Essence.** This Lease shall be governed by the laws of the State of Michigan. This Lease represents the entire agreement between the parties and there are no understandings, agreements, representations, or warranties, expressed or implied, other than those set forth in a written addendum or supplement executed simultaneously herewith, or as herein set forth fully or incorporated by specific reference, respecting this Lease or any real or personal property leased hereunder. Time is of the essence in this Lease.

25. **Non-Waiver; Modifications.** No waiver of any provision of this Lease, or a breach thereof, shall be construed as a continuing waiver, nor shall it constitute a waiver of any other provision or breach. The acceptance of part (but not all) of a rent installment(s) due Landlord hereunder shall not constitute a waiver of default hereunder for nonpayment of rent. The acceptance of all or part of a rent installment(s) due Landlord hereunder shall not constitute a waiver of any

other type of default hereunder. No modification, alteration and/or amendment of this Lease shall be binding upon the other party hereto, unless the same shall be reduced to writing and signed by the party against whom it is sought to be enforced. All modifications, alterations and/or amendments of this Lease must be reviewed by Tenant's authorizing body designated representative, the Lake Superior State University Charter Schools Office, before execution.

26. **Notices.** Whenever under this Lease provision is made for notice of any kind, unless otherwise expressly herein provided, it shall be in writing and shall be served personally or sent by registered or certified mail, with postage prepaid, to the address of Landlord or Tenant, as the case may be, as stated below, or such other address as either of the parties may subsequently designate in writing by notice to the other party in the manner required herein:

To the Landlord at:

St. Suzanne/Our Lady Gate of Heaven Parish
9357 Westwood
Detroit, Michigan 48228-1797

and

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

To the Tenant at:

W-A-Y Academy
397 Main Street, Suite 1
Belleville, Michigan 48111

27. **Surrender.** The Tenant shall return said Leased Premises peaceably and promptly to the Landlord at the end of the term of this Lease, or at any earlier termination thereof, in as good condition as the same are now in or may hereafter to be put in, except for ordinary wear and tear. Upon termination of this Lease, whether by expiration of the term, abandonment or surrender by Tenant, process of law or otherwise, any personal property belonging to Tenant and left on the Leased Premises shall be deemed to be abandoned and may be removed and disposed of by Landlord at Tenant's expense.

28. **Damage to Leased Premises.** If the Leased Premises become wholly untenable through damage or destruction, this Lease shall automatically be terminated without any further action by the parties; if partially untenable, Landlord shall have the option of terminating this Lease at anytime within thirty (30) days after such casualty. If Landlord does not terminate this Lease, the Landlord shall repair the Leased Premises with all convenient speed. The obligation of the Tenant to pay the monthly base rental shall be abated during the time the Leased Premises are untenable and shall be partially abated during the time the Leased Premises are partially untenable.

29. **Right to Terminate.** This Lease may be terminated at any time by Landlord upon one hundred twenty (120) days written notice to Tenant in the event Landlord makes the determination to suppress, merge or close St. Suzanne/Our Lady Gate of Heaven Parish (“Termination Notice”), which termination shall be effective as of the end of the current school year as of the date the notice is provided it being understood by the parties that a school year runs from July 1 to the following June 30.

30. **Successors and Assigns.** This Lease and each of the covenants, conditions, and agreements contained herein shall be binding upon each of the parties and upon their respective successors, representatives and assigns, and the benefits shall inure to each of the parties and to their respective permitted successors, representatives and assigns.

31. **“AS IS”; No Representations.** Except as otherwise stated in this Lease, including, but not limited to, Sections 38 and 39, Tenant accepts the Leased Premises in its condition on the date of this Lease, “AS IS” and without any representations or warranties of any kind, express or implied, by Landlord. Tenant acknowledges that no representation, verbal or written, has been made by any broker, agent or employee of Landlord regarding the condition of the improvements on the Leased Premises. This Lease is not made in reliance upon any representation whatsoever.

32. **Extension Option.** Provided no Event of Default has occurred and Tenant has given Landlord written notice by January 31, 2022 of Tenant’s intention to negotiate an extension of the term of this Lease, Landlord and Tenant shall negotiate in good faith an extension of the term of this Lease which extension and all terms thereof must be mutually acceptable to and approved by each party in their sole discretion.

33. **Hold Over.** It is hereby agreed that in the event the Tenant herein holds over after the termination of this Lease, that thereafter the tenancy will be from month-to-month in the absence of a written agreement to the contrary. All terms of the previous lease will remain the same, except that the rent amount shall be increased to an amount that is fair and reasonable for the market at the time this Lease is executed, as determined by the parties.

34. **Reserved.**

35. **Brokers.** The parties hereto each represent to one another that no real estate brokers are involved in this transaction. To the extent permitted by law, each party indemnifies the other against the claims of any brokers and salespeople who allege that they represented a party or are entitled to a commission or fee as a result of this transaction.

36. **Headings.** The headings of this Lease are for purposes of reference only and shall not limit or define the meaning of any provisions of this Lease.

37. **Hazardous Materials.**

(a) Tenant will not use Hazardous Materials as hereinafter defined, on or at the Leased Premises in any manner that violates federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials. In the event Tenant uses or stores any Hazardous Materials on the Leased Premises, then with regard to such use or storage of any Hazardous Materials upon the

Leased Premises, the Hazardous Materials shall be stored and/or used in compliance with all applicable federal, state and local laws and regulations; and without limiting the foregoing, Tenant shall not cause the Leased Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce or process Hazardous Materials, except in compliance with all applicable federal, state and local laws and regulations, nor shall Tenant cause, as a result of any intentional or unintentional act or omission on the part of Tenant, the release of Hazardous Materials onto the Leased Premises.

(b) Subject to the subsection 11.(c). with respect to the release of Hazardous Materials upon the Leased Premises caused by or resulting from the activities of Tenant, its employees or agents on the Leased Premises, Tenant shall: (i) to the extent required by applicable law, conduct and complete all investigations, studies, sampling and testing, and perform all remedial, removal, response and other actions necessary to clean up and remove all Hazardous Materials, on, under, from or affecting the Leased Premises in accordance with all applicable federal, state and local laws, ordinances, rules, regulations and policies, and in accordance with the orders and directives of all federal, state, and local governmental authorities; and (ii) defend, indemnify and hold harmless Landlord Parties from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to: (1) the presence, disposal, removal, or release of any Hazardous Materials on, over, under, from or affecting the Leased Premises or the soil, water, vegetation, buildings, personal property, persons or animals thereon; (2) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials; and (3) any violation of laws, orders, regulations, requirements or demands of government authorities which are based upon or in any way related to such Hazardous Materials, including, without limitation, reasonable attorneys' and consultants' fees, investigation and laboratory fees, court costs and litigation expenses.

(c) Landlord is solely responsible for investigating the existence of, cleaning, removing, remediating, or otherwise handling Hazardous Material, including asbestos as addressed below, which: (1) existed on the Leased Premises prior to inception of this Lease; and/or (2) which is discovered during the Term of this Lease. Tenant is neither responsible nor liable, in whole or in part, for the release of Hazardous Material, including asbestos, that existed on the Leased Property prior to execution of this Lease. Landlord hereby agrees to indemnify and hold Tenant harmless from all costs, liability and loss of any kind against all claims in anyway arising out of Landlord's use or prior use of Hazardous Material at the Leased Premises.

(d) For purposes of this Lease, "Hazardous Materials" includes, but is not limited to, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in: (1) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.); (2) the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801 et seq.); (3) the Resource Conservation and Recovery Act, as amended (41 U.S.C. Section 9601, et seq.); (4) the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et seq. ; or (5) Michigan's Natural Resources and Environmental Protection Act, as amended (M.C.L. 324.101 et seq.); or (6) Asbestos Hazard Emergency Response Act, 15 U.S.C. Section 2601 et seq., including any legal equivalent under Michigan law, regulations adopted or publications promulgated pursuant to the above-referenced statutes, or as otherwise defined, classified, characterized, listed or identified by any other federal, state or local and governmental law, ordinance, rule or regulation.

38. **Asbestos.**

Landlord, at Landlord's sole cost and expense, hereby agrees to comply with all of the requirements under Michigan's Asbestos in Educational Facilities Act (MCL 388.861 et seq.) and the Asbestos Hazard Emergency Response Act (15 USC § 2601 et seq.) (collectively, the "Asbestos Laws") with respect to the Leased Premises, including, but not limited to, performing all of Tenant's obligations thereunder. All obligations of Landlord under this Section must be performed by accredited contractors approved by Landlord, in its sole and absolute discretion, and all contracts with such contractors shall expressly provide that Tenant is a third party beneficiary of such contract. Landlord hereby indemnifies and holds Tenant harmless from all costs, liability and loss of any kind and all claims of loss or liability, in any way arising out of or by reason of Landlord's failure to comply with this Section and/or the Asbestos Laws.

39. **Transfer of Leased Premises.** Landlord reserves the right to sell, assign or otherwise transfer its interest in the Leased Premises without Tenant's consent. In the event of any such sale, assignment or transfer, the transferor shall automatically be relieved of any obligations or liabilities on the part of Landlord accruing from and after the date of such transfer and Tenant covenants and agrees to recognize such transferee as the Landlord under this Lease.

40. **Subordination.** This Lease and the rights of the Tenant hereunder are hereby made subject and subordinate to all mortgages now or hereafter placed upon the Leased Premises. Tenant covenants and agrees to execute and deliver on demand an instrument or instruments subordinating this Lease to the lien of any such mortgage or mortgages and hereby irrevocably appoints Landlord the attorney-in-fact of Tenant to execute and deliver any such instrument or instruments in the name of Tenant. In addition, Tenant agrees that, upon the request of Landlord or any mortgagee of Landlord, Tenant shall execute an estoppel certificate in form satisfactory to Landlord or any mortgagee of Tenant.

41. **Recording.** Neither party shall record this Lease or a copy thereof without the written consent of the other; however, upon the request of either party hereto, the other party shall join in the execution of a memorandum of this Lease for the purposes of recordation. Said memorandum of this Lease shall describe the parties, the Leased Premises, the term of this Lease and any special provisions, except rentals payable hereunder, and shall incorporate this Lease by reference.

42. **Signs.** No sign may be erected on the Leased Premises without the prior written consent of the Pastor. If such consent is given, the size, type, design, legend, and location must be in compliance with all applicable laws, including but not limited to, all applicable City of Detroit ordinances and must be approved by the Pastor. Tenant hereby acknowledges and agrees to maintain, at Tenant's sole cost and expense, any sign erected by Tenant pursuant to this Section in good repair and working order at all times. In addition, Tenant hereby agrees, to the extent permitted by law, to indemnify, defend and hold Landlord harmless (using counsel of Landlord's choice) from and against any cost, expense, claim or liability, including reasonable attorneys' fees, arising from or related to any sign erected by Tenant on the Leased Premises or the maintenance thereof. At the expiration or termination of this Lease, the Tenant shall promptly remove the sign and shall restore the Leased Premises and/or surrounding land to substantially their condition prior to

installation of the sign. If the sign is not so removed within 30 days after the termination or expiration of this Lease, then the sign shall, at Landlord's option, be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant and without any obligation to account for such sign. All costs and expenses incurred by Landlord in connection with repairing or restoring the Leased Premises and/or surrounding land to the condition called for herein, together with the costs, if any, of removing the sign shall be invoiced to Tenant and shall be immediately due from and payable by Tenant.

43. **Attorneys' Fees.** If Landlord uses the services of an attorney in connection with (a) any breach or default in the performance of any of the provisions of this Lease, in order to secure compliance with such provisions or recover damages therefor, or to terminate this Lease or evict Tenant, or (b) any action brought by Tenant against Landlord, or (c) any action brought against Tenant in which Landlord is made a party, Tenant shall reimburse Landlord upon demand for any and all attorneys' fees and expenses so incurred by Landlord.

44. **Rules and Regulations.** Tenant shall faithfully observe and comply with the rules and regulations as issued by Landlord from time to time, if any, and, after notice thereof, all reasonable modifications thereof and additions thereto from time to time promulgated in writing by Landlord. Landlord shall not be responsible to Tenant for the nonperformance by any other tenant or occupant, if any, of the Leased Premises of any of such rules and regulations.

45. **Jury Waiver.** **LANDLORD AND TENANT ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS LEASE.**

46. **Severability; Authority.** Each provision of this Lease must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of this Lease will remain in effect. Each of the parties executing this Lease does hereby covenant and warrant that it is a fully authorized and existing corporation, limited liability company, partnership or other business entity, if applicable, that it has and is qualified to do business in the State of Michigan, that it has full right and authority to enter into this Lease, and that each and all of the persons signing on behalf of such entity are authorized to do so.

47. **Use Agreement.** Landlord has the right to exclusive use and occupancy of the Leased Premises under a use agreement between the fee title holder of the Leased Premises, Mooney Real Estate Holdings, a Michigan nonprofit corporation (together with its successors in title, the "Owner") and Landlord effective as of April 2, 2018 (as it may be amended from time to time, the "Use Agreement"). The Lease, as amended hereby, as it may be further amended, renewed or extended from time to time, is subject and subordinate to the Use Agreement, provided that if the Use Agreement is terminated for any reason, Tenant's rights under the Lease, as amended hereby, as it may be further amended, renewed or extended from time to time, with respect to the Leased Premises shall not be disturbed or interfered with by Owner and Owner will not join Tenant as a party defendant in any action or proceeding for the purpose of terminating Tenant's interest under

the Lease, as amended hereby, as it may be further amended, renewed or extended from time to time, because of a termination of the Use Agreement. Rather, the Lease, as amended hereby, as it may be further amended, renewed or extended from time to time, shall automatically continue as a direct lease between the Owner, as landlord, and Tenant, as tenant, with the same force and effect as if the Owner, as landlord, and Tenant, as tenant, had entered into a lease as of the date of the termination of the Use Agreement, containing the same terms, covenants and conditions as those contained in the Lease, as it may be amended, renewed or extended from time to time, for a term equal to the unexpired term of the Lease, as amended hereby, as it may be further amended, renewed or extended from time to time, plus all remaining renewal terms (if any) existing as of said date. In the event of a termination of the Use Agreement, at Owner's request, Tenant shall enter into a separate lease directly with Owner consistent with the terms of the Lease, as amended hereby, as it may be further amended, renewed or extended from time to time (although the failure to enter into a separate lease shall not modify or limit the operation or effect of the provisions hereof). Landlord represents and warrants to Tenant that Landlord has the right under the Use Agreement to modify the Lease, as amended hereby, as it may be further amended, renewed or extended from time to time and to grant Tenant the rights in and to the Leased Premises granted hereunder, and that the Use Agreement provides for the continuation of the Lease, as amended hereby, as it may be further amended, renewed or extended from time to time, after termination of the Use Agreement as provided above. The provisions of this Section shall survive the termination, rejection or disaffirmance of the Use Agreement.

48. **Audits.** Landlord agrees to make all records in his possession related to Tenant and this Lease available to Tenant's independent auditor and Tenant's authorizing body representative, Lake Superior State University Charter Schools Office, upon request.

49. **Procurement.** All equipment, materials and supplies procured by Landlord on behalf or at the request of Tenant must comply with applicable competitive bidding requirements under Michigan's Revised School Code, MCL 380.1, et seq. Landlord is prohibited from including additional fees or other monetary amounts to the cost of the equipment, materials and supplies, except for actual costs incurred by Landlord, which may include shipping, taxes, permits, installation costs, and similar expenses.

[remainder of page intentionally left blank]

In witness whereof, the parties hereto have executed this Lease the day and year first written above.

IN THE PRESENCE OF:

LANDLORD:

Rev. per se.

Reverend John M. McKenzie
Parish Representative

Tenant:

W-A-Y Academy, a Michigan Non-profit
corporation

By: Michael Murray

Its: Board President

Signature Certificate

Reference number: B6GQM-RBGRQ-XBQ8B-E6KS3

Signer

Timestamp

Signature

Michael Murray

Email: michaelmurray83@hotmail.com

Sent:

12 Aug 2022 18:28:16 UTC

Viewed:

12 Aug 2022 19:11:08 UTC

Signed:

12 Aug 2022 19:11:57 UTC

Recipient Verification:

✓ Email verified

12 Aug 2022 19:11:08 UTC



IP address: 174.210.231.244

Location: Detroit, United States

Document completed by all parties on:

12 Aug 2022 19:11:57 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 30,000+ companies worldwide.



LEASE

This Lease (the "Lease") made this 1st day of September, 2017, by and between **ODD FELLOWES MASTER TENANT, LLC, a MICHIGAN LIMITED LIABILITY COMPANY** having its principal office at 8701 W. Vernor, Detroit, Michigan 48209 (hereinafter referred to as "Landlord"), and **W-A-Y ACADEMY, a MICHIGAN NON PROFIT CORPORATION**, having its principal office at 369 Main Street, Belleville, Michigan 48111 (hereinafter referred to as "Tenant").

WITNESSETH:

Article 1. Leased Premises.

(a) Landlord, in consideration of the rent to be paid and the covenants to be performed by Tenant, does hereby demise and lease unto Tenant, and Tenant hereby rents from Landlord, those certain premises in the three-story building, located at 8701 W. Vernor, Detroit, Michigan 48209, and commonly known as the Odd Fellows Hall ("Building"). The Building is located in the City of Detroit, County of Wayne, State of Michigan. The premises ("Leased Premises") which Landlord hereby demises and leases unto Tenant are described as follows:

Suites 100, 101 of the 1st floor and 200, 201 of the 2nd floor of the Building;

together with all rights in common areas in connection therewith and subject to applicable zoning ordinances and building codes of the City of Detroit, the County of Wayne, the State of Michigan, and/or applicable federal laws.

Article 2. Term. Tenant's obligation to pay rent and the other charges provided for herein shall commence upon the date that Landlord delivers possession of the Leased Premises to Tenant, which shall be no later than September 1, 2017 (the "Commencement Date"). The term of this lease shall end at the close of business on June 30, 2022 (the "Termination Date"), unless sooner terminated as hereinafter provided. Within ten (10) days following the Commencement Date, Landlord and Tenant shall execute an instrument acknowledging the Commencement Date and expiration date of the term hereof. This lease will automatically terminate if Lessee's charter is terminated by Lake Superior State University.

Article 3. Rent. Beginning on the Commencement Date and continuing during the term of this Lease, Tenant shall pay Landlord rent, which includes property taxes, property insurance, and CAM costs excluding Common Area Utilities, for the Leased Premises, in the sum of Four-Hundred Two Thousand Two-Hundred Eighty-Eight and 00/100 (\$402,288.00) per the term (the "Rent"), which sum shall be payable by Tenant in equal consecutive monthly installments of Six-Thousand Nine Hundred Thirty-Six and 00/100(~~\$6,936.00~~)each ("Monthly

Rent"). Monthly Rent shall be paid, in advance, on the first day of each month without any deductions or offset, except as otherwise provided herein. In the event the Commencement Date occurs on a day other than the first day of a calendar month, the rent payable for such month shall be prorated upon a daily basis based upon the total number of days in each calendar month.

Article 4. Construction of Leased Premises; Possession.

(a) Landlord shall deliver possession of the Leased Premises to Tenant in a "broom clean" condition, in good repair, and in full compliance with all applicable laws.

(b) Subject to the terms and conditions of this Lease, Tenant shall be permitted to make interior non-structural improvements ("Tenant's Improvements") to the Leased Premises in such manner as shall be deemed necessary by Tenant for the operation of its business therein. Tenant's Improvements shall be made in accordance with working business therein. Tenant's Improvements shall be made in accordance with working plans, drawings, and specifications ("Tenant's Plans") prepared by Tenant, at Tenant's sole cost and expense. Tenant shall submit Tenant's Plans for Landlord's review and approval within twenty (20) days following the date hereof. Within a reasonable time following Landlord's receipt of Tenant's Plans, Landlord shall give written notice to Tenant of its approval or disapproval thereof. If Landlord disapproves Tenant's Plans, Landlord's notice of disapproval shall specify, in reasonable detail, which portion of Tenant's Plans are not approved. After receipt of any such notice of disapproval, Landlord and Tenant shall promptly cooperate with each other to reasonably determine which changes may be necessary to satisfactorily complete Tenant's Plans and Tenant shall promptly make such changes and deliver revised Tenant's Plans to Landlord for Landlord's final approval. Promptly following Landlord's final written approval of Tenant's Plans, Tenant shall make application with the applicable governmental authority to obtain the requisite building permits necessary for Tenant to commence the construction of Tenant's Improvements. Tenant's Improvements shall be performed diligently and in a good workmanlike manner and with new and proper materials. Landlord shall have the right during the making of interior improvements by Tenant to inspect the Leased Premises at all reasonable times. The Leased Premises shall be left at the completion of such work in a safe, clean, tenantable condition and in good order and repair. Tenant shall perform all Tenant's Improvements in conformity with, and pursuant to, all applicable requirements of law and of duly constituted governmental authority. Tenants expenditures for fixture improvements shall be solely owned by the Tenant.

(c) Tenant shall promptly pay all sums of money in respect of any labor, services, materials, supplies, or equipment furnished or alleged to have been furnished to Tenant, at Tenant's direction, in, at, or about the Leased Premises, or furnished to Tenant's agents, employees, contractors, or subcontractors, which

may be secured by any construction lien or other type of lien against the Leased Premises or the Landlord's interest therein. In the event any such or similar lien shall be filed, Tenant shall promptly give notice to Landlord of such lien, and Tenant shall, within thirty (30) days after receiving notice of the filing of the lien, discharge such lien by payment of the amount due the lien claimant. However, Tenant may, in good faith, contest such lien, provided that within such thirty (30) day period, Tenant furnishes Landlord with a surety bond issued by a company reasonably acceptable to Landlord protecting against said lien in accordance with statutory procedures. Failure of Tenant to discharge the lien or, if contested, to provide such bond, shall constitute a default under this Lease and, in addition to any other right or remedy of Landlord, Landlord may, but shall not be obligated to, discharge the same of record by paying the amount claimed to be due, which shall be immediately due and payable by Tenant to Landlord.

Article 5. Common Areas.

(a) Maintenance of Common Areas. Landlord shall, continuously throughout the term of this Lease, operate, manage, and maintain in good operating condition and repair, clean and free from rubbish, debris, dirt, snow, and ice, in a secure, safe, and sanitary condition, all of the common areas of the Building and the sidewalk immediately in front of the Building. The manner in which the common areas shall be maintained and operated and the expenditures therefor shall be comparable to other buildings of similar class and kind in the metropolitan area where the Building is located.

(b) Use of Common Areas. The term "common areas" as used in this Lease shall mean the Parking Area, entranceways, hallways, pedestrian sidewalks, stairways (2), elevator, access roads, public rest rooms, exterior and interior walls, roofs, landscaped areas and systems to provide gas, water, electricity, sewage, heating, ventilation, air conditioning, lighting, intercom, fire suppression, and all other areas or improvements which may be provided by the Landlord for the convenience and use of the tenants of the Building and their respective subtenants, agents, employees, licensees, customers, and invitees. The common areas shall be used by Tenant in common with other occupants of the Building entitled to the use thereof. The "Parking Area" means that certain parking lot adjacent to the Building.

Article 6. Tenant's Insurance.

(a) Tenant shall procure and keep in effect, during the term hereof, a policy of commercial general liability insurance (including contractual liability coverage) with respect to Tenant's use and occupancy of the Leased Premises with combined single limits for bodily injury and property damage liability of One Million Dollars (\$1,000,000) per occurrence. Tenant shall furnish Landlord with a certificate or certificates of such insurance on the Commencement Date or as soon as practicable thereafter and upon each renewal thereafter, which shall

certify the existence of such insurance, name Landlord and its mortgagee, if any, as additional insureds, and shall contain an agreement by the insurer that such policy will not be canceled or materially changed without at least thirty (30) days' prior written notice to Landlord. The foregoing coverage may be furnished by Tenant under any blanket policy carried by it or under a separate policy therefor and shall be endorsed to provide that the insurance shall be primary to and not contributory with any similar insurance carried by Landlord.

Tenant covenants to indemnify Landlord, and save it harmless (except for loss or damage resulting from the negligence or intentional act or omission of Landlord, its agents, contractors, or employees), from and against any and all claims, actions, damages, liabilities, and reasonable expenses, including reasonable attorneys' fees, in connection with loss of life, personal injury and/or damage to property (i) arising from or out of any occurrence in the Leased Premises or the occupancy or use thereof by Tenant, or (ii) occasioned wholly or in part by any act or omission of Tenant, its agents, contractors, employees, servants, licensees, or invitees. Tenant's obligation to indemnify Landlord pursuant to this Article 6 shall survive the expiration or earlier termination of this Lease.

(b) Tenant agrees to carry, at its expense, insurance against fire, vandalism, malicious mischief, and such other perils as are from time to time included in a standard extended coverage endorsement, insuring Tenant's merchandise, trade fixtures, furnishings, equipment, and all other items of personal property of Tenant located on or within the Leased Premises, in an amount equal to not less than eighty percent (80%) of the actual replacement cost thereof, and to furnish Landlord upon request with a certificate evidencing such coverage.

Article 7. Real Estate Taxes. Landlord agrees to pay all real estate taxes levied or assessed against the land and buildings comprising the Building or any part thereof.

Article 8. Use and Occupancy. Tenant may use and occupy the Leased Premises during the continuance of this Lease solely for such office or retail uses as may be approved in writing by Landlord in its discretion, and for no other purpose. The following business operations are prohibited on the Leased Premises: funeral establishment liquor store or any other store, the principal business of which is the sale of alcoholic beverages for consumption off premises; pawn shop; hot tub facility, suntan facility, primarily pool or billiard establishment, shooting gallery, racetrack or other facility used for gambling, such as off track betting (provided that state sponsored lottery tickets shall not be prohibited); adult bookstore or facility selling or displaying pornographic books, literature, or videotapes (materials shall be considered "adult" or "pornographic" for such purpose if the same are not available for sale or rental to children under 18 years old because they explicitly deal with or depict human sexuality); massage parlor; bingo or similar games of chance, but lottery tickets and other items commonly sold in retail establishments may be sold as an incidental part of business; video game or amusement arcade, except as an incidental part of another primary business; the

development or holding of intangibles for sale or license; or farming (within the meaning of Section 2032A(c)(5)(A) or (B) of the United States Internal Revenue Code). In no event shall Tenant use, assign, or sublease the Leased Premises for any of the prohibited businesses listed above or for a purpose in violation of any law, ordinance, or regulation and Tenant shall comply with all laws and ordinances and lawful orders and regulations affecting Tenant's use and occupancy of the Leased Premises. Further, the parties will not allow third-party use unless written notice is provided thirty (30) days prior to occupancy to the Lake Superior State University Charter Schools Office in accordance with the LSSU's Real Property Lease Policy.

Article 9. Tenant's Repair and Maintenance. Tenant shall keep the interior of the Leased Premises, excluding the components of the HVAC system, in good condition and repair, excepting for ordinary wear and tear, damage and destruction by fire, or other casualty and any work or repairs required to be performed by Landlord pursuant to the terms of this Lease. However, if Lessor procures equipment, materials and supplies in conjunction with repairs, Lessor shall comply will comply with competitive bidding requirements. Further, any purchases by Landlord for Tenant shall not include any add-on-fees.

Article 10. Alterations. Following the completion of the Tenant's Improvements pursuant to Article 4(b) of this Lease, Tenant shall have the right to make further repairs to, and nonstructural alterations, additions, and improvements in, the Leased Premises in such manner and to such extent as may from time to time be deemed necessary by Tenant for adapting the Leased Premises to the requirements and uses of Tenant and for the installation of its fixtures and equipment. If Tenant shall make any repairs, alterations, additions, or improvements to the Leased Premises with an estimated cost of \$5,000 or more, Tenant shall provide copies of the Tenant's Plans therefore or a detailed description of such work, prior to the commencement of such activity and shall obtain Landlord's written approval therefore. At Landlord's written request, Tenant shall be obligated, if it makes any alterations, additions, or improvements to the Leased Premises as herein provided, to restore said premises, upon vacating the same, to the condition in which said premises were prior to the making of such alterations, additions, or improvements. Tenant shall not make any exterior or structural alterations, additions, or improvements to the Leased Premises without Landlord's written consent. Tenant shall be allowed to recoup any investments into the premises if the Landlord terminates without cause.

Tenant shall keep the Leased Premises and all parts of the Building free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by Tenant or at its direction. If any lien is filed against the Leased Premises or the Landlord's interest therein, Article 4(c) shall apply.

Article 11. Destruction of Leased Premises. In the event of a partial destruction of the Leased Premises during the term hereof, from any cause, Landlord shall

forthwith repair the same, provided that such repairs can reasonably be made within sixty (60) days under existing governmental laws and regulations, but such partial destruction shall not terminate this Lease, except that Tenant shall be entitled to a proportionate reduction of Rent (in proportion to the area of the Leased Premises which is rendered unusable by Tenant) while such repairs are being made. If such repairs cannot be made within said sixty (60) days, this Lease may be terminated at the option of either party. If Landlord terminates the lease under this provision, the Tenant shall be entitled to recoup, in addition to sixty (60) days rent, the Tenant's investments in the facility. If such repairs cannot be made within said sixty (60) days, but the Lease is not terminated, then this Lease will continue in full force and effect with the Rent proportionately abated as stated above. In the event that the Building is destroyed to an extent of not less than one-third of the replacement costs thereof, Landlord may elect to terminate this Lease whether the Leased Premises be injured or not, with thirty (30) days' written notice to Tenant. A total destruction of the Building shall terminate this Lease.

Article 12. Eminent Domain. If the whole of the Building shall be taken for any public or quasi-public use under any statute or by right of eminent domain, then this Lease shall automatically terminate as of the date that possession of the Leased Premises is required for public use. If any part of the Building shall be so taken, then Landlord and Tenant shall each have the right to terminate this Lease, effective on the date such portion of the Leased Premises shall be required for public use, upon thirty (30) days' written notice to the other party given within ninety (90) days after the date of such taking. In the event that this Lease shall terminate or be terminated as herein provided, rent and other charges hereunder shall be paid only up to the date of termination. If any part of the Leased Premises shall be so taken and this Lease shall not terminate or be terminated under the provisions of this paragraph, then the minimum annual rent and all other charges hereunder shall be equitably apportioned according to the space so taken; and the Landlord, at Landlord's sole cost and expense, promptly shall (k) make all repairs to the Building to the extent necessary to constitute the building a complete architectural unit, and (ii) restore the remaining portion of the Leased Premises (a) to the extent possible, to a condition substantially equal to the condition of the Leased Premises immediately prior to such taking, (b) pursuant to all applicable requirements of law and duly constituted governmental authority, and (c) in accordance with specifications, working plans, and drawings prepared by Landlord.

Landlord shall be entitled to claim an award for all damages and compensation in connection with the diminution in value to the fee of the Leased Premises. Tenant shall be entitled to claim an award for the value of the leasehold, loss of business, damage to its fixtures, equipment, and merchandise including, but not limited to, depreciation thereof, the cost of the removal and reinstallation of its fixtures and equipment, and the cost of the removal and restocking of its merchandise. Neither party shall be entitled to any portion of the damages, award, or

compensation for which the other is entitled to make a claim under the foregoing provisions.

In the event this Lease shall be terminated in the manner provided in this Article 12, the parties hereto shall be released from all of their respective liabilities and obligations hereunder accruing subsequent to the date on which this Lease is terminated.

Article 13. ReRenting. Tenant hereby agrees that for a period commencing ninety (90) days prior to the expiration date of the term of this Lease, Landlord may show the Leased Premises to prospective tenants upon reasonable notice to Tenant during Tenant's normal business hours.

Article 14. Holding Over. In the event Tenant holds over for more than ten (10) days after the expiration of the term of this Lease, including any extensions thereof, thereafter the tenancy shall be deemed to be from month to month at one hundred twenty five percent (125%) of the minimum annual rent payable by Tenant in respect of the immediately preceding lease year (prorated on a monthly basis) and shall otherwise be on the same terms and conditions herein specified, insofar as applicable.

Article 15. Waiver of Subrogation. Landlord and Tenant each hereby release and discharge the other party, and their respective directors, officers, agents, employees, or representatives of and from any liability whatsoever, and waive all right of recovery against the other, for any loss of or damage or injury to the property of each, caused by or resulting from fire or other casualty for which insurance (permitting waiver of liability and containing a waiver of subrogation) is carried, or is required under the provisions of this Lease to be carried, by the injured party at the time of such loss, damage, or injury, to the extent of any recovery by the injured party under such insurance, regardless of the cause of such loss, damage, or injury and even though it results from some act or negligence of a party hereto, its agents, employees, or representatives. Each party shall immediately notify the other in writing if any of its applicable insurance policies shall no longer permit waiver of liability and subrogation. Each of the parties hereto agrees that its policies of insurance will include such a clause or endorsement as long as the same shall be reasonably obtainable.

Article 16. Utilities. Tenant shall pay when due all bills for gas, heat, electricity, sewer, telephones, computer service, and any other utility consumed on the Leased Premises from and after the date on which actual possession thereof is accepted by Tenant. If the utilities are not separately metered to the Leased Premises, then Tenant shall pay a pro rata share of the use of said utilities, as determined by Landlord. All such charges billed by Landlord shall be billed monthly to all tenants of the Building. Landlord shall make, or cause to be made, all necessary repairs and replacements to and maintain all parts of the distribution systems for

the utilities located outside of the Leased Premises or which are used in common with other tenants.

Article 17. Signs. Upon Tenant's receipt of the prior written approval and consent of Landlord, which may be given at Landlord's sole discretion, Tenant, at its sole cost and expense, shall have the right to install and maintain a sign on the exterior of the Leased Premises. Landlord's approval shall include the approval of the nature, size, and location of any sign requested by Tenant. All of Tenant's signs shall be in compliance with applicable governmental regulations and ordinances and shall be maintained in good condition and repair during the term of this Lease. Any approval by Landlord under this provision shall be in writing. Upon the termination of the Lease, any sign installed by Tenant shall be removed at Tenant's sole cost and expense, and Tenant shall make such repairs to the Building or otherwise, as are necessary to restore the Building or other portions of the Leased Premises, to the condition existing as of the date of this Lease.

Article 18. Tenant's Default.

(a) Monetary Default. Tenant shall be in default under this Lease for the failure to pay rent or other charges due hereunder if such payment is not received by Landlord within ten (10) days after the date on which such payment is due.

(b) Non-Monetary Default. Tenant shall not be deemed in default in the performance of any of the terms and provisions of this Lease, other than the payment of rent or other charges due hereunder, unless it has failed to cure the breach for nonperformance within thirty (30) days after the date on which Tenant receives written notice from Landlord of such breach of nonperformance specifying the particulars thereof.

In the event any rent or other charges shall be due and unpaid or Tenant shall otherwise fail to perform its obligations hereunder, and such default shall have not been cured after written notice and within the time herein provided, if any, or if the Leased Premises shall be abandoned, then, besides any other right which Landlord may have at law, it shall be lawful for Landlord, its certain attorney, representatives, and assigns, upon ten (10) days' written notice to Tenant, to either terminate this Lease or to lawfully reenter into and repossess the Leased Premises and remove Tenant and any other persons occupying the Leased Premises.

If Landlord shall be in possession of the Leased Premises, or if Landlord shall elect to reenter or to take possession pursuant to legal proceedings or pursuant to any notice provided for by law, it may, from time to time without terminating this Lease, make such alterations, improvements, and repairs as may be necessary in order to relet the Leased Premise, and relet the Leased Premises or any part thereof for such term or terms (which may be for a term extending beyond the term of this Lease) and at such rental or rentals and upon such other terms and

conditions as Landlord in its reasonable discretion may deem advisable. Landlord shall use its best efforts to relet the Leased Premises upon taking reentry and possession. Upon each such reletting all rentals received by Landlord from such reletting shall be applied; first, to the payment of any indebtedness other than rent due hereunder from Tenant to Landlord; second, to the payment of any costs and expenses of such reletting, including the cost of any repairs to the Leased Premises; third, to the payment of any rent due and unpaid hereunder, and the residue, if any, shall be held by Landlord and applied in payment of future rent as the same may become due and payable hereunder. If such rentals received from such reletting during any month be less than the rent reserved hereunder, Tenant shall pay any such rental deficiency to Landlord. Such deficiency shall be calculated and paid monthly.

Article 19. Bankruptcy. In the event that the estate created hereby shall be taken in execution or by other process of law, or if Tenant shall be adjudicated insolvent or bankrupt pursuant to the provisions of any state or federal insolvency or bankruptcy act, or if a receiver or trustee of the property of Tenant shall be appointed by reason of Tenant's insolvency or inability to pay its debts, or if any assignment shall be made of Tenant's property for the benefit of creditors, then in any such event, Landlord shall have all of the rights and remedies granted to it under any applicable federal or state laws.

Article 20. Right to Mortgage. Landlord reserves the right to subject and subordinate this Lease at all times to the lien of any first mortgage or mortgages now or hereafter placed upon Landlord's interest in the Leased Premises, provided, however, that no default by Landlord under any mortgage or mortgages shall affect Tenant's rights under this Lease or disturb its peaceful possession of the Leased Premises so long as Tenant shall not be deemed in default under the terms of this Lease beyond any applicable cure period. At Tenant's request, Landlord shall provide Tenant with a subordination, non-disturbance, and attornment agreement ("non-Disturbance Agreement"), in a form satisfactory by the holder of the Mortgage.

In the event that at any time following the date hereof, the existing mortgage shall be discharged and Landlord shall enter into a new mortgage covering the Building; Tenant, at Landlord's request, agrees to enter into subordination, non-disturbance, and attornment agreement with the holder of the new first mortgage.

Article 21. Covenant of Title and Peaceful Possession. Landlord warrants and covenants that it has good and marketable title to the Building and the right to make this Lease for the stated term. Landlord agrees that it will put and keep Tenant into exclusive possession of the Leased Premises, and that if Tenant shall pay the rental and perform all the covenants and provisions of this Lease to be performed by Tenant, then the leasehold estate granted to Tenant hereby shall not, during the term hereby demised, be disturbed and Tenant shall freely, peaceably, and quietly enjoy and occupy the full possession of the Leased Premises. Furthermore, the nothing in this contract will be deemed to allow Landlord to interfere with the

Lessee's fiduciary responsibilities and ability to act as an independent, public body.

Article 22. Conditions of Premises at Termination. At the expiration or earlier termination of this Lease, Tenant shall quietly and peacefully yield and surrender the Leased Premises in as good a state and condition as it was when entered into, reasonable wear and tear thereof, fire and other casualty and any alterations or additions permitted under this Lease, excepted. Any alterations, additions, and improvements made by either of the parties to the Leased Premises, except Tenant's furniture, trade fixtures, equipment, or other personal property, shall at all times be the property of Landlord and shall remain upon and be surrendered with the Leased Premises at the termination of this Lease. It is further agreed that upon the expiration or earlier termination of this Lease, Tenant shall remove all of its signs, shelving, equipment, trade fixtures, and other personal property from the Leased Premises. Tenant shall repair any damage to the Leased Premises occasioned by the removal of its trade fixtures or other personal property. At Landlord's request, Tenant shall remove all items of its personal property, including all internet and cable wiring, at its sole cost and expense. Upon such removal, Tenant shall restore the Leased Premises to the condition existing as of the date of this Lease, excepting reasonable wear and tear. If after notice from Landlord, Tenant fails to remove its personal property and other items described in this Article 22, Landlord may remove such items for storage or disposal, as determined by Landlord in its sole discretion, and Tenant shall reimburse Landlord for all expenses incurred in connection therewith.

Article 23. Assignment and Subletting. Tenant shall not assign or otherwise transfer this Lease or any estate or interest therein or sublet the whole or part of the leased Premises without the prior written consent of Landlord. Tenant shall not be released from any of its obligations under this Lease by reason of any assignment, transfer, or subletting regardless of whether or not Landlord's consent is required or is given.

Article 24. Environmental Matters. Tenant shall not keep any toxic or hazardous substances in the Leased Premises, provided the terms "toxic" and "hazardous substances" shall not be deemed to include items customarily kept or sold in a retail operation of the type and kind which Tenant operates, unless the maintenance of such items in the Leased Premises would be prohibited by applicable law. If, however, any such items kept in the Leased Premises results in the contamination thereof, Tenant shall take all necessary actions, at its sole cost and expense, to return the Leased Premises to the condition existing prior to the introduction of those items therein. Tenant shall indemnify, defend, and hold Landlord and its agents and employees harmless from any claims, judgments, damages, penalties, fines, liabilities (including sums paid in settlement of claims) or reasonable costs, including attorneys' fees, consultant fees, and expert fees which arise during or after the term of this Lease, from Tenant's breach or violation of this Article 24. Landlord's and Tenant's obligations to indemnify the

other party under this Article 24 shall survive the expiration or earlier termination of this Lease. Landlord shall indemnify the Tenant for litigation and damages caused by Landlord's use or prior use of hazardous materials at the site.

Tenant acknowledges that Landlord has a no smoking policy within the Building and, therefore, no smoking shall be permitted by Tenant within the Building inclusive of the Leased Premises. The smoking policy of Landlord shall apply to any invitee, licensee, agent, contractor, or employee of Tenant. Any violation of this provision shall be deemed a material default under this Lease.

- Article 25. Access to Leased Premises.** Upon reasonable notice to Tenant, Landlord shall have the right to enter upon the Leased Premises during normal business hours for the purpose of inspecting same and, to the extent Tenant shall have failed to make any repairs to the Leased Premises which are required to be made by Tenant hereunder within a reasonable time following Tenant's receipt of written notice thereof from Landlord, to make such repairs as Landlord may deem, in its reasonable judgment, necessary or desirable.
- Article 26. Personal Property Taxes.** Tenant shall be responsible for and shall pay before delinquency all municipal, county, and state taxes assessed during the term of this Lease against any personal property of Tenant of any kind, owned or placed in the Leased Premises by Tenant.
- Article 27. Rules and Regulations.** Tenant agrees to comply with and observe all reasonable rules and regulations relating to the operation of the Building established by Landlord from time to time.
- Article 28. Past Due Obligations.** Any amount due from Tenant to Landlord hereunder, which is not paid within ten (10) days after the defaulting party's receipt of a written notice stating the same is due, shall bear interest at the so called "prime rate" published in *The Wall Street Journal* as the same may change from time to time plus five percent (5%) per annum or at the highest legal rate then allowed under the usury laws of Michigan, whichever is the lesser ("Default Interest Rate"), from the date due until paid. In addition to the foregoing, if any Rent or other payment is not received by Landlord upon the date such payment is due, Landlord may assess and Tenant shall pay a late fee equal to five percent (5%) of the past due amount. Further, if any payment by Tenant hereunder is returned as a result of insufficient funds or for similar reasons, such payments shall be deemed a late payment, and shall accrue the Default Interest Rate and the late charges herein above specified.
- Article 29. Loss and Damage.** Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts of omissions of persons occupying adjoining premises or any part of the premises adjacent to or connected with the Leased Premises or any part of the Building, or for any loss or damage resulting to Tenant or its property from bursting, stoppage, or leaking of

water, gas, or sewer pipes or for any damage or loss of property within the Leased Premises from any cause whatsoever, unless such damage or loss is occasioned by or through the acts or omissions of Landlord, its agents, contractors, employees, or invitees.

Article 30. Transfer of Landlord's Interest. In the event of any transfer or transfers of Landlord's interest in the Leased Premises, the transferor shall be automatically relieved of any and all obligations of Landlord arising under the Lease and accruing from and after the date of such transfer, provided that a notice of such transfer shall be delivered to Tenant prior to such transfer and, provided further, such transferee shall assume all of the unperformed terms, covenants, and conditions on the part of Landlord to be performed hereunder arising after the date of such transfer.

Article 31. Liability of Landlord. If Landlord shall fail to perform any covenant, term, or condition of this Lease upon Landlord's part to be performed, and such default continues for thirty (30) days after written notice to Landlord of such default, then Tenant may terminate this Lease. Moreover, if as a consequence of such Landlord default, Tenant shall recover any money judgment against Landlord, such judgment shall be satisfied only (a) out of the proceeds of sale receivable upon execution of such judgment and levied thereon against the right, title, and interest of Landlord in the Building, (b) out of rents or other income from such property receivable by Landlord, and/or (c) out of the consideration receivable by Landlord from the sale or other disposition of all or any part of Landlord's right, title, and interest in the Building, and neither Landlord nor any of the parties comprising any limited liability company, partnership, or corporation, including members, general partners, limited partners, directors, employees, and others, which is the Landlord herein shall be liable for any deficiency. Notwithstanding the foregoing, Tenant's remedies shall not be limited to money judgments, as Tenant may seek specific performance, an injunction or other remedy permitted at law or in equity, including, without limitation, the right to offset against Rent and other costs or expenses chargeable to Tenant next coming due.

Article 32. Successors. All rights and liabilities herein given to or imposed upon the respective parties hereto shall extend to and bind the several respective heirs, personal representatives, executors, administrators, successors, and assigns of the said parties.

Article 33. Security Deposit. Tenant provided to the Landlord a security deposit in the sum of Four Thousand Eight-Hundred and 00/100 Dollars (\$4,800.00) which sum is to be retained by Landlord as security for the faithful performance of all covenants, conditions, and agreements of this Lease, but in no event shall the Landlord be obliged to apply the same upon rents or other charges in arrears or upon damages for the Tenant's failure to perform the said covenants, conditions, and agreements; the Landlord may so apply the security, at its option; and Landlord's right to the possession of the Leased Premises for non-payment of rent or for any

other reason shall not in any event be affected by reason of the fact that the Landlord holds this security. The said sum, if not applied toward the payment of rent in arrears or toward the payment of damages suffered by the Landlord by reason of Tenant's breach of the covenants, conditions, and agreements of this Lease, is to be returned to the Tenant without interest within thirty (30) days after the termination of the Lease, according to these terms, and in no event is the said security to be returned until the Tenant has vacated the Leased Premises and delivered possession to the Landlord. In the event that the Landlord repossesses itself of the Leased Premises because of the Tenant's default or because of the Tenant's failure to carry out the covenants, conditions, and agreements of this Lease, the Landlord may apply the said security upon all damages suffered to the date of said repossession and may retain the said security to apply upon such damages as may be suffered or shall accrue thereafter by reason of the Tenant's default or breach. The Landlord shall not be obliged to keep the said security as a separate fund, but may mix the said security with its own funds.

Article 34. Miscellaneous.

(a) Remedies Not Exclusive. It is agreed that each and every of the rights, remedies, and benefits provided by this Lease shall be cumulative, and shall not be exclusive of any other of said rights, remedies, and benefits allowed by law. The invalidity or unenforceability of any provision would have this Lease shall not affect or impair the validity of any other provisions.

(b) Waiver. One or more waivers of any covenant or condition by either party hereto shall not be construed as a waiver of a further breach of the same covenant or condition. Furthermore, this contract shall not be interpreted to place any restriction's on Tenant's governmental immunity or ability to waive or not waive same.

(c) Delays. In the event that either party shall be delayed or hindered in or prevented from the performance of any act required by reason of riots, strikes, labor troubles, inability to produce materials, or other reason not the fault of the party delayed in performing the work or doing the acts required under the terms of this Lease, including delays caused by acts of the other party, the performance of such act shall be excused for the period of delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

(d) Applicable Law. This Lease shall be governed by, and construed in accordance with, the laws of the State of Michigan.

(e) Notices. Any notice, demand, request, or other instrument which may be or is required to be given under this Lease or by law shall be in writing and sent by United States certified mail, return receipt requested, postage prepaid, or by a

recognized overnight delivery service, and shall be deemed to have been given upon receipt of same by Landlord or Tenant, as the case may be. The notice, demand, request, or other instrument shall be addressed: (a) if to Landlord, 7752 W. Vernor, Detroit, Michigan 48209, or at such other address as Landlord may designate by written notice, and (b) if to Tenant, 8701 West Vernor, Detroit, MI, 48209, or at such other address as Tenant may designate for written notice, to the attention of Jennifer Hernandez. Rejection or refusal to accept or the inability to deliver because of a changed address of which no notice was given shall be deemed to be receipt of the notice, demand, request, or other instrument.

(f) Broker's Commissions. Landlord and Tenant each represents and warrants that there are no claims for brokerage commissions or finders' fees in connection with the execution of this Lease, and each of the parties agrees to indemnify the other party against and hold it harmless from any claims, damages, liabilities, and reasonable costs, including attorneys' fees arising from or out of any breach of the foregoing warranties.

(g) Estoppel Certificate and Records. Each party agrees within twenty (20) days after written request therefor by the requesting party to execute in recordable form and deliver to the requesting party a statement, in writing, certifying (i) that this Lease is in full force and effect, (ii) the date of commencement of the term of this Lease, (iii) that rent is paid currently without any offset or defense thereto or stating any offset or defense claimed by Tenant, (iv) the amount of rent, if any, paid in advance, (v) that there are no uncured defaults by the requesting party or stating those claimed by the responding party and (vi) such other information as may be reasonably requested by the requesting party, provided that the foregoing facts are accurate and ascertainable. Landlord agrees to make all lease and physical plant records available to the Tenant's auditors and Lake Superior State University Office of Charter Schools upon request.

(h) Evidence of Tenant Authority. Prior to execution of this Lease, Tenant shall deliver to Landlord at Landlord's option, if Tenant is a business entity, a copy of a resolution by the members, managers, directors, or partners of Tenant, as applicable, authorizing Tenant to enter into this Lease, together with an opinion of counsel to Tenant, confirming such authority and confirming that the Lease has been executed by a duly authorized representative of the Tenant and constitutes a valid and binding obligation of Tenant. Tenant shall also provide a certificate of good standing evidencing that Tenant is in good standing and qualified to conduct business in the State of Michigan.

(i) Captions and Article Numbers. The captions and article numbers appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such articles of this Lease nor in any way affect this Lease.

(j) Interpretation and Use of Pronouns. The use of the neuter singular pronoun to refer to the Landlord or the Tenant shall be deemed a proper reference even though the Landlord or the Tenant may be an individual, partnership, corporation, or a group of two (2) or more individuals, corporations, or partnerships. The necessary grammatical changes required to make the provisions of this Lease apply to plural sense when there is more than one Landlord or Tenant and to either corporations, associations, partnerships, or individuals, males or females, shall, in all instances, be assumed as though in each case fully expressed.

(k) Attorneys' Fees. The prevailing party shall recover all reasonable costs, expenses, and reasonable attorneys' fees that may be incurred or paid by it in enforcing the non-prevailing party's covenants and agreements contained in this Lease.

(l) Entire Agreement. This Lease and the Exhibits and Rider, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions, and understandings by the Landlord and Tenant covering the Leased Premises and there are no covenants, promises, agreements, conditions, or understandings, either oral or written between them other than are herein set forth. No amendment, change, or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by each party. Further, any amendments to this lease must be reviewed by the Lake Superior State University Charter Schools Office in accordance with the LSSU's Real Property Lease Policy.

(m) Counterparts. This Agreement may be signed in any number of counterparts. Each counterpart shall be deemed an original and form one document.

IN WITNESS WHEREOF, Landlord and Tenant have signed this Lease as of the day and year first above written.

IN THE PRESENCE OF:

"LANDLORD"

Odd Fellows Master Tenant, LLC,
a Michigan Limited Liability Company



By: Robert L Dewaele

Printed: Robert L Dewaele

Its: President

Dated: 9/28/17

IN THE PRESENCE OF:

Dated: _____

"TENANT"

W-A-Y Academy,
a Michigan Nonprofit Corporation

M.A. Murray
By: Michael A. MURRAY

Printed: Michael A. MURRAY

Its: Board President

FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE (this “**Amendment**”) is made and entered into as of April __, 2022 (the “**Effective Date**”), by and between **ODD FELLOWS MASTER TENANT LLC**, a Michigan limited liability company (“**Landlord**”); and **W-A-Y ACADEMY**, a Michigan nonprofit corporation (“**Tenant**”). Landlord and Tenant may hereinafter be referred to as a “**Party**” or together as the “**Parties**”.

RECITALS

A. Landlord and Tenant are the parties to that certain Lease dated as of September 1, 2017 (the “**Lease**”), pursuant to which Tenant leases from Landlord and Landlord leases to Tenant that certain portion of the building located at 8701 W. Vernor, Detroit, Michigan 48209 (the “**Building**”), commonly known as Suites 100, 101, 200, and 201 (the “**Premises**”).

B. Landlord and Tenant desire to amend the Lease to extend the Term and make certain other changes, pursuant to the terms and provisions, and subject to the conditions, as set forth in this Amendment. This Amendment shall hereinafter be included within the defined term “**Lease**”.

NOW THEREFORE, in consideration of the mutual covenants and conditions set forth in this Amendment, and for other good, lawful and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties covenant and agree as follows:

AGREEMENT

1. **Definitions; Recitals**. Any capitalized terms used and not otherwise defined herein shall have the meaning given to such terms in the Lease. The above recitals are true and correct and are hereby incorporated into this Amendment as if set forth herein at length.

2. **Landlord Name**. Landlord and Tenant acknowledge and agree that Landlord was previously identified in the Lease erroneously as “Odd Fellows Master Tenant, LLC, a Michigan limited liability company” or “Odd Fellowes Master Tenant, LLC, a Michigan limited liability company”, and that the correct name of Landlord is “Odd Fellows Master Tenant LLC, a Michigan limited liability company”. The Lease is hereby amended to correct the name of the Landlord wherever it is incorrectly stated to instead reference “Odd Fellows Master Tenant LLC, a Michigan limited liability company”.

3. **Extension of Lease Term**. The term of the Lease is hereby extended such that it shall expire five (5) years beyond the current expiration date (June 30, 2022), to instead expire on June 30, 2027 (the “**Extension Term**”). Accordingly, the defined term “**Termination Date**”, as used and defined in the Lease, shall hereinafter be amended to mean June 30, 2027. The Lease, as extended, shall be on the same terms and conditions set forth under the Lease, as modified hereby.

4. **Rent.** Notwithstanding anything to the contrary contained in the Lease, Tenant shall pay, without demand, deduction, or offset (except as otherwise expressly set forth in the Lease) and at the time and in the manner specified in the Lease, Rent for the Premises in the following amounts during the Extension Term:

<u>PERIOD</u>	<u>ANNUAL</u>	<u>MONTHLY</u>
July 1, 2022 – June 30, 2027	\$97,572.00	\$8,131.00

5. **Condition of the Premises.** Tenant shall lease the Premises during the Extension Term upon the terms and conditions of the Lease (as modified hereby). Tenant accepts the Premises in its “as-is” condition, without representation or warranty from Landlord, and Tenant shall not be entitled to any allowances, credits, options, or other concessions with respect to the Extension Term or the Premises, except as otherwise expressly set forth in this Amendment.

6. **Brokers.** Tenant represents and warrants to Landlord that Tenant has dealt with no broker, agent or other intermediary in connection with this Amendment. Landlord represents and warrants to Tenant that Landlord has not dealt with a broker, agent or other intermediary in connection with this Amendment. Landlord and Tenant each covenant and agree to defend indemnify and save the other harmless from and against any and all cost, expense or liability for any compensation, commission or charges resulting from its breach of any representation or warranty of this Section.

7. **Successors and Assigns.** This Amendment shall bind and inure to the benefit of the Parties hereof and to their respective successors and assigns.

8. **Counterparts.** This Amendment may be executed in multiple counterparts each of which shall be deemed to be an original, and all of such counterparts shall constitute one agreement. To facilitate execution of this Amendment, the Parties agree that telecopied signatures or scanned and electronically transmitted signatures may be used in place of original signatures on this Amendment.

9. **Entire Amendment; Ratification.** Except as expressly modified by this Amendment, all other terms and conditions of the Lease shall remain in full force and effect and binding upon Landlord and Tenant. In the event of any conflict or inconsistency between the terms and condition of this Amendment and the terms and conditions of the Lease, the terms and conditions of this Amendment shall control and govern. The Parties acknowledge and agree that except as expressly modified by this Amendment, the Lease remains in full force and effect and is hereby ratified in all respects.

10. **Authority.** Tenant and Landlord each hereby represents and warrants to the other that the individual(s) executing this Amendment on behalf of Tenant or Landlord, as the case may be, has all requisite power and authority, and by his or her signature, will bind such Party to the terms of this Amendment.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties have executed this Amendment effective the date and year first set forth above.

LANDLORD:

ODD FELLOWS MASTER TENANT,
a Michigan limited liability company

By: *C. Carrillo*

Name: Charlotte Carrillo

Title: Vice President

TENANT:

W-A-Y ACADEMY,
a Michigan nonprofit corporation

By: *Michael Murray*

Name: Michael A Murray

Title: Board President

Signature Certificate

Reference number: N2QMS-KSSGG-GPF9P-8SCFH

Signer	Timestamp	Signature
Michael Murray Email: michaelmurray83@hotmail.com		
Sent:	15 Jun 2022 13:52:26 UTC	
Viewed:	15 Jun 2022 19:46:51 UTC	
Signed:	15 Jun 2022 19:47:55 UTC	
Recipient Verification:		IP address: 174.210.234.148 Location: Grand Rapids, United States
✓ Email verified	15 Jun 2022 19:46:51 UTC	

Document completed by all parties on:
15 Jun 2022 19:47:55 UTC

Page 1 of 1



Signed with PandaDoc

PandaDoc is a document workflow and certified eSignature solution trusted by 30,000+ companies worldwide.



CONTRACT SCHEDULE 7

REQUIRED INFORMATION FOR
PUBLIC SCHOOL ACADEMY

SCHEDULE 7

REQUIRED INFORMATION FOR PUBLIC SCHOOL ACADEMY

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

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

SECTION A
GOVERNANCE STRUCTURE

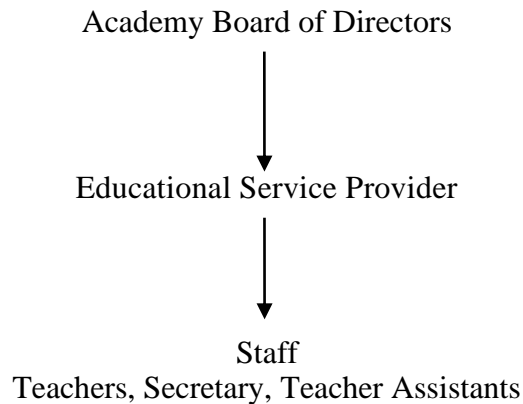
Schedule 7a

Governance Structure

The 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 WAY Academy Detroit 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:

Name	Term Expiration
Michael Murray	6/30/2025
Pattie Moesner	6/30/2025
Laura Chavez	6/30/2024
Sheila Flannagan	6/30/2023
Danielle Bascomb	6/30/2024

SECTION B
EDUCATIONAL GOALS

Educational Goals

Mission: WAY Academy (Detroit) respects the individual needs of each young person we serve by offering a personalized, blended, global learning experience that inspires self-esteem, academic excellence, and lifelong learning.

Vision: WAY Academy (Detroit) students are prepared for purposeful and highly effective engagement in a global society.

Belief Statement: When our students PERCEIVE success and BELIEVE success, they will ACHIEVE success

Educational Goals

Pursuant to the Terms and Conditions of this Contract, the Academy shall demonstrate measurable progress toward the educational goals identified below in the table in this schedule and in accordance with applicable law. The Academy shall pursue the educational goal of preparing students for success in college, work, and life. The achievement or measurable progress toward meeting these goals may constitute grounds for the University Board to continue the Contract, suspend the Contract, or revoke the Contract.

Upon request, the Academy Board shall provide the CSO with a written report, along with supporting data, assessing the Academy's progress toward achieving these goals. The Academy Board shall demonstrate improved academic achievement for all groups of pupils.

It is expected that the academy will meet the state of Michigan's accreditation standards and any improvement targets required to be achieved pursuant to state and federal law. The Academy is also expected to remain off of the Priority and Focus school lists published by the Michigan Department of Education. If the Academy already has school buildings identified on these lists, it is expected to make the progress necessary for them to no longer be so identified.

Measures for Determining Educational Goal Achievement

To measure progress in preparing all students academically for success in college, work, and life, the Academy's performance will be assessed using the measures of student growth and achievement specified below. The Academy will administer the specified tests in accordance with the testing windows identified in the Academy's Master Calendar of Reporting Requirements. Student test results from the fall testing window will be used as the baseline for determining the amount of growth the Academy needs to make with students to help them reach achievement targets

Measure 1: Student Growth

Improved academic achievement for all students will be assessed using the following metrics and growth targets.

Grade(s)	Metric	Growth Targets
All Grades	Growth made by students between tests in core subject areas as measured by Measures of Academic Progress® by NWEA or Performance Series® by Scantron	The percentage of Full Academic Year students ¹ that met their annual growth target will increase from the previous year. *PST-as measured by the projected spring scale score growth target *NWEA- Student Conditional Growth Percentile of 50

¹Full Academic Year Students are those students who have tested in both the fall and spring testing sessions.

Measure 2: Student Achievement

The academic achievement of all students will be assessed using the following metrics and achievement targets. Full Academic Year students are those students that tested both in the fall and spring testing sessions.

Grade(s)	Metric	Achievement Targets
All Grades	The scaled score in math and reading on Measures of Academic Progress® by NWEA or Performance Series® by Scantron	The percentage of Full Academic Year students ² who met the achievement target will increase from the previous year. *PST-spring scaled score falls within average range *NWEA- spring scaled score meets the spring achievement target based on latest NWEA norms.

²Full Academic Year Students are those students who have tested in both the fall and spring testing sessions.

Grade	PS Reading Spring Target Average range	MAP Reading Spring Target 2020 Norms	PS Math Spring Target Average Range	MAP Math Spring Target 2020 Norms
6	2700-3045	215.36	2564-2840	222.88
7	2778-3113	218.36	2613-2895	226.73
8	2851-3177	221.66	2667-2971	230.03
9	2911-3233	221.40	2690-3011	230.03
10	2940-3291	223.51	2702-3052	232.42
11	2943-3309	224.71	Na	234.25
12	NA	224.33	Na	234.19

Measure 3: State and Federal Accountability

Grade(s)	Metric	Achievement Targets
Grade 6,7 (ELA, Math) Grade 8 (Social Studies and Science)	Michigan Student Test of Educational Progress (M- STEP) or successor test	The Academy will meet state requirements.
Grades 8, 9, & 10 (EBRW, Math)	Pre-Scholastic Aptitude Test (PSAT) or successor test	
Grade 11 (Science, Social Studies, College Entrance, WorkKeys)	Michigan Merit Exam (MME, SAT) or successor test	
All Grades	State Accountability	

Measure 4: Academy Specific Goals

Specify Academy goals and the metrics by which achievement will be measured. Mission specific goals and achievement measures should demonstrate that the Academy is accomplishing its mission and should not overlap with the student achievement, student growth, or accountability goals listed above.

Grade(s)	Metric	Achievement Targets
All Grades	Mastery of standards	Students who have been enrolled for one or more years will demonstrate 70% mastery of the applicable standards on each content area as measured by learning artifacts assessed using a standards-focused rubric.
All Grades	Credit Attainment	Average student credit attainment for Full Academic Year students ³ will be at 5.5 or more per calendar year ¹
Seniors	Graduation Rate	Each consecutive year, the graduation rate will increase from the previous year's rate until it meets or exceeds the state rate.

³Full Academic Year Students will be determined by students whose fall Primary Education Providing Entity (PEPE) district code, spring PEPE district code, and assessment demographic snapshot PEPE district code are all the same.

SECTION C

EDUCATIONAL PROGRAMS



COURSE OFFERINGS



Table of Contents

High School	2
Social Studies	2
Science	3
ELA	4
Math	6
Other	7
Middle School	9
Social Studies	9
Science	9
ELA	10
Math	10
Other	11
Elementary School	12
Third Grade	12
Fourth Grade	13
Fifth Grade	14

High School

Social Studies

Course and Description	Credits
<p>Civics Being a citizen is more than just voting every four years. Civics focuses on how to be involved in local, state, and national government decisions that affect everyone’s life. Projects may include publishing a political cartoon, attending a local government meeting, or submitting an amendment of the constitution.</p> <p>Civics Honors Honors courses at Centric Learning cover the same content as the regular course, plus some additional material. Honors courses also require students to complete a mostly self-driven “capstone” project in order to finalize their credit.</p>	0.5 credits
<p>Economics Everyone will spend and make money during their lives and economics will provide an understanding on how money affects individuals, groups of people, and our government. Projects may include starting your own business, evaluating your cities budget, or analyzing why the cost is so high on Air Jordan shoes.</p> <p>Economics Honors Honors courses at Centric Learning cover the same content as the regular course, plus some additional material. Honors courses also require students to complete a mostly self-driven “capstone” project in order to finalize their credit.</p>	0.5 credits
<p>US History and Geography US History & Geography focuses on the concepts that underlie studying history and geography. Analyzing historical events of the United States are used to develop an understanding of spatial patterns, change, perspectives, causation, and other critical skills in geography and history. Projects may include analyzing why the car industry shrunk in Detroit, how World War I impacted your community, or designing a 9/11 monument.</p> <p>US History and Geography Honors Honors courses at Centric Learning cover the same content as the regular course, plus some additional material. Honors courses also require students to complete a mostly self-driven “capstone” project in order to finalize their credit.</p>	1 credit

<p>World History and Geography World History & Geography focuses on the concepts that underlie studying history and geography. Analyzing historical events across the world are used to develop an understanding of spatial patterns, change, perspectives, causation, and other critical skills in geography and history. Projects may include investigating the bubonic plague, predicting population growth issues, or comparing Imperialists governments to our current government.</p> <p>World History and Geography Honors Honors courses at Centric Learning cover the same content as the regular course, plus some additional material. Honors courses also require students to complete a mostly self-driven “capstone” project in order to finalize their credit.</p>	<p>1 credit</p>
---	-----------------

Science

Course and Description	Credits
<p>Biology Biology will cover the study of life. Students will develop their abilities of scientific investigations by applying principles of the scientific method to explore these core concepts. Projects may include writing to elected officials about environmental concerns, creating video scripts, designing an ideal animal environment, and a flipbook.</p> <p>Biology Honors Honors courses at Centric Learning cover the same content as the regular course, plus some additional material. Honors courses also require students to complete a mostly self-driven “capstone” project in order to finalize their credit.</p>	<p>1 credit</p>
<p>Chemistry Chemistry is the study of matter; its composition, structure, and properties. It includes the study of measurement, problem solving, classification of matter, energy, atomic structure, chemical formulas, chemical equations, phases of matter, gas laws, electron configuration, periodicity of elements, chemical bonding, and solutions. Projects may include learning about HVAC professionals, creating an energy packed trail mix, or analyzing the science of ice cream.</p> <p>Chemistry Honors Honors courses at Centric Learning cover the same content as the regular course, plus some additional material. Honors courses also require students to complete a mostly self-driven “capstone” project in order to finalize their credit.</p>	<p>1 credit</p>
<p>Physics Physics includes the study of forces and motion, Newton’s laws, gravitational interactions, energy, light, waves & sound, and electricity. This course should be considered necessary preparation for students</p>	<p>1 credit</p>

<p>interested in such careers as architecture, biomedical, technical studies of mechanics and electricity. Projects may include designing an ice pack, investigating the danger of using cell phones, and analyzing car crashes.</p> <p>Physics Honors Honors courses at Centric Learning cover the same content as the regular course, plus some additional material. Honors courses also require students to complete a mostly self-driven “capstone” project in order to finalize their credit.</p>	
<p>Anatomy and Physiology Students will learn about the structures and functions of the human body. They will explore the concept of homeostasis, the ways the body systems should function, and what happens when they don’t function well. Projects may include investigating the hormones in milk, identifying ages and stages of human development, and learning about the body’s defenses against disease.</p> <p>Anatomy and Physiology Honors Honors courses at Centric Learning cover the same content as the regular course, plus some additional material. Honors courses also require students to complete a mostly self-driven “capstone” project in order to finalize their credit.</p>	1 credit
<p>Earth and Space Science Earth and Space Science focuses on the study of space, geologic structures and forces, the waters on our planet, and the atmospheric forces that shape our world. Projects may include analyzing local community sinkholes, investigating local environmental issues, analyzing the geology of rock climbing, and creating 3D models of space.</p> <p>Earth and Space Science Honors Honors courses at Centric Learning cover the same content as the regular course, plus some additional material. Honors courses also require students to complete a mostly self-driven “capstone” project in order to finalize their credit.</p>	1 credit

ELA

Course and Description	Credits
<p>English 09 In English Language Arts, students demonstrate the four aspects of language use: reading, writing, speaking, and listening. Students demonstrate these skills by completing projects focused on these skills or through cross curricular projects in other subjects areas.</p>	1 credit

<p>English 09 Honors Honors courses at Centric Learning cover the same content as the regular course, plus some additional material. Honors courses also require students to complete a mostly self-driven “capstone” project in order to finalize their credit.</p>	
<p>English 10 In English Language Arts, students demonstrate the four aspects of language use: reading, writing, speaking, and listening. Students demonstrate these skills by completing projects focused on these skills or through cross curricular projects in other subjects areas.</p> <p>English 10 Honors Honors courses at Centric Learning cover the same content as the regular course, plus some additional material. Honors courses also require students to complete a mostly self-driven “capstone” project in order to finalize their credit.</p>	<p>1 credit</p>
<p>English 11 In English Language Arts, students demonstrate the four aspects of language use: reading, writing, speaking, and listening. Students demonstrate these skills by completing projects focused on these skills or through cross curricular projects in other subjects areas.</p> <p>English 11 Honors Honors courses at Centric Learning cover the same content as the regular course, plus some additional material. Honors courses also require students to complete a mostly self-driven “capstone” project in order to finalize their credit.</p>	<p>1 credit</p>
<p>English 12 In English Language Arts, students demonstrate the four aspects of language use: reading, writing, speaking, and listening. Students demonstrate these skills by completing projects focused on these skills or through cross curricular projects in other subjects areas.</p> <p>English 12 Honors Honors courses at Centric Learning cover the same content as the regular course, plus some additional material. Honors courses also require students to complete a mostly self-driven “capstone” project in order to finalize their credit.</p>	<p>1 credit</p>
<p>AP English Language and Composition Students will work through projects preparing them for the AP English Language and Composition test. Taking this course cannot guarantee passing the AP test, but if thoughtfully completed, will prepare students well. It will also provide students great exposure to literature, informational text, and writing opportunities. Projects include exploring the effects of sports, feminism in the present day, and the influence of technology.</p>	<p>1 credit</p>

Math

Course and Description	Credits
<p>Algebra Readiness Students will learn about basic algebra concepts to prepare for Algebra 1 and Algebra 2. Projects may include preparing to buy a car, graphing art, and planning a dream vacation.</p>	1 credit
<p>Algebra 1 Algebra 1 includes the study of real numbers, expressions, equations and other algebraic concepts. Students demonstrate understanding through real-world projects that often include concepts from other courses such as Geometry or Physics. Projects may include authentic problems such as how to determine the best cell phone plan or calculate electrical costs for your home.</p> <p>Algebra 1 Honors Honors courses at Centric Learning cover the same content as the regular course, plus some additional material. Honors courses also require students to complete a mostly self-driven “capstone” project in order to finalize their credit.</p>	1 credit
<p>Algebra 2 Algebra 2 focuses on creating, graphing and interpreting functions to solve real-world problems. Projects may include how to keep data safe using cryptography, determine if a real asteroid will collide with earth, or choosing the best car to purchase.</p> <p>Algebra 2 Honors - Coming soon!</p>	1 credit
<p>Geometry Geometry focuses on the application of geometry to our world through concepts including geometric measurement, modeling, trigonometry, and congruence. Projects may include modeling the spread of a disease, designing a skate part, or using Minecraft to draft a real-world building.</p> <p>Geometry Honors Honors courses at Centric Learning cover the same content as the regular course, plus some additional material. Honors courses also require students to complete a mostly self-driven “capstone” project in order to finalize their credit.</p>	1 credit
<p>Precalculus Precalculus gets students ready for higher level math by focusing on concepts like complex numbers, vectors, and functions. Projects may include creating a missile tracking system, creating mathematical artwork, or designing a fallout shelter.</p> <p>Precalculus Honors - Coming soon!</p>	1 credit

Other

Course and Description	Credits
<p>Physical Education Students will learn about their relationship with health, fitness, and exercise. Projects may include the benefits of physical activity, exercise and the heart, and sportsmanship.</p>	0.5 credits
<p>Health Students will learn about health in a variety of forms, including the body and mind. Projects may include mental health, fitness, conflict resolution, and sexual health.</p>	0.5 credits
<p>Visual Art Students will have the chance to learn about famous artwork, describe art using artistic language, and try out new art techniques themselves. Many projects in other subject areas and courses integrate art strands, but there are standalone visual arts projects to complete this course, as well. Projects may include using everyday materials, critiquing artwork, and why people make art.</p>	1 credit
<p>Theater Art Students will learn about theater as a form of art in a variety of ways. They will watch plays, learn about the elements of theater, and more. Projects may include recreating a play, bringing a script to life, and western versus eastern theater.</p>	1 credit
<p>Digital Photography Students will learn about digital photography as a form of visual art. They will learn the techniques of digital photography to curate their own portfolio. Projects may include ethics in photography, interpreting photographs, and creating an exhibit.</p>	1 credit
<p>Information and Communication Technology Technology strands are woven throughout a variety of projects in a variety of courses. There are also standalone technology projects students can work on to develop their twenty first century skills. Projects may include using the internet to conduct research or using a new technology tool to create a Final Product, such as an infographic or 3D model.</p>	1 credit
<p>Cooking Students will learn about food safety, nutrition, developing a recipe, and practical cooking skills. Projects may include starting a new restaurant or learning about diverse cultural cuisines around the world.</p>	1 credit
<p>Music Students will learn about musical theory, music history, and have the opportunity to make their own music. Projects may include analyzing the music of commercials and writing an original song.</p>	1 credit

<p>Psychology Psychology is the study of the human mind and behavior. Students learn how we develop habits, become addicted to chocolate, or develop during childhood. Projects may include practicing stress reducing techniques, teaching younger children how their brain develops, or designing an ethical psychological experiment.</p>	<p>1 credit</p>
<p>Personal Finance Students will learn about personal finance concepts such as budgeting, saving, taxes, and monitoring a bank account. Projects may include establishing an emergency fund, comparing careers and incomes, and the basics of investing.</p>	<p>1 credit</p>
<p>Career Development Students will learn about career options available to them and start to set goals and make plans to achieve their dream careers. Projects may include creating a resume, writing a letter for a scholarship application, and exploring interesting careers.</p>	<p>1 credit</p>
<p>Creative Writing Creative Writing is a slightly different take on English Language Arts than a standard ELA class. It focuses on narrative writing skills and using words and language in creative ways. Projects may include exploring different genre "worlds," writing an adventure story, and crafting an urban legend.</p>	<p>1 credit</p>
<p>Spanish 1 Students will use Rosetta Stone in conjunction with Spanish cultures projects on the Centric platform for this course.</p>	<p>1 credit</p>
<p>Spanish 2 Students will use Rosetta Stone in conjunction with Spanish cultures projects on the Centric platform for this course.</p>	<p>1 credit</p>

Middle School

Social Studies

Course and Description	Credits
<p>Social Studies 06 Social Studies 06 focuses on the concepts of geography. Students use basic map reading skills, as well as critical engaging in thinking about deep, compelling questions. Projects may include looking at supply chains for the NCAA, agriculture, and African history and geography.</p>	1 credit
<p>Social Studies 07 Social Studies 07 focuses on the concepts that underlie studying world history and geography. Analyzing historical events of the world are used to develop an understanding of spatial patterns, change, perspectives, causation, and other critical skills in geography and history. Social Studies 07 focuses on ancient world history. Projects may include acting as a historical researcher, writing historical fiction, and conducting a public debate.</p>	1 credit
<p>US History 08 U.S. History 08 focuses on the concepts that underlie studying history and geography. Analyzing historical events of the United States are used to develop an understanding of spatial patterns, change, perspectives, causation, and other critical skills in geography and history. U.S. History 08 focuses on the 1754 - 1877 period. Projects may include creating a public service announcement, writing an argumentative essay, and creating a historical blog.</p>	1 credit

Science

Course and Description	Credits
<p>Science 06 Science 06 focuses on building students' scientific understanding of physical sciences. This includes the properties of matter, chemical reactions, energy transfer, and conservation of energy. Projects may include designing a roller coaster using kinetic and potential energy and understanding properties of solids, liquids, and gases.</p>	1 credit
<p>Science 07 Science 07 focuses on building students' scientific understanding of life science concepts. This includes basic cellular functions, ecology, and more. Projects may include modeling a cell, understanding genetic inheritance, and exploring the process of pollination.</p>	1 credit

<p>Science 08 Science 08 focuses on building students' scientific understanding of earth and space science. This includes geology, astronomy, and meteorology concepts, in addition to others. Projects may include analyzing carbon footprints, looking at the planets as heavenly bodies, and understanding the water cycle.</p>	<p>1 credit</p>
--	-----------------

ELA

Course and Description	Credits
<p>English 06 In English Language Arts, students demonstrate the four aspects of language use: reading, writing, speaking, and listening. Students demonstrate these skills by completing projects focused on these skills or through cross curricular projects in other subjects areas.</p>	<p>1 credit</p>
<p>English 07 In English Language Arts, students demonstrate the four aspects of language use: reading, writing, speaking, and listening. Students demonstrate these skills by completing projects focused on these skills or through cross curricular projects in other subjects areas.</p>	<p>1 credit</p>
<p>English 08 In English Language Arts, students demonstrate the four aspects of language use: reading, writing, speaking, and listening. Students demonstrate these skills by completing projects focused on these skills or through cross curricular projects in other subjects areas.</p>	<p>1 credit</p>

Math

Course and Description	Credits
<p>Math 06 Math 06 focuses on proportional relationships, rational numbers, expressions, linear equations, scale drawings, and drawing inferences about populations. Projects may include remodeling a room, planning a party, and designing packaging for products.</p>	<p>1 credit</p>
<p>Math 07 Math 07 focuses on proportional relationships, rational numbers, expressions, linear equations, scale drawings, and drawing inferences about populations. Projects may include tracking a company ledger, designing an object in Minecraft, or plan a city development.</p>	<p>1 credit</p>

<p>Math 08 Math 08 focuses on formulating and reasoning about expressions and equations, grasping the concept of a function, and analyzing two- and three-dimensional space and figures. Projects may include the mathematics of photography, designing a computer, and creating a wheelchair ramp.</p>	<p>1 credit</p>
--	-----------------

Other

Course and Description	Credits
<p>Physical Education 07 Students will learn about their relationship with health, fitness, and exercise. Projects may include muscle physiology, flexibility, and healthy body image.</p>	<p>0.5 credits</p>
<p>Physical Education 08 Students will learn about their relationship with health, fitness, and exercise. Projects may include sports, exercise routines, and healthy work outs.</p>	<p>0.5 credits</p>
<p>Health MS Students will learn about keeping healthy bodies. Projects may include sleep, friendships, nutrition facts, and mental health.</p>	<p>0.5 credits</p>
<p>Visual Art MS Students will have the chance to learn about famous artwork, describe art using artistic language, and try out new art techniques themselves. Many projects in other subject areas and courses integrate art strands, but there are standalone visual arts projects to complete this course, as well. Projects may include creating a virtual art gallery, community artwork, and crafting an artist's statement.</p>	<p>1 credit</p>
<p>Theater Art MS Students will learn about theater as a form of art in a variety of ways. They will watch plays, learn about the elements of theater, and more. Projects may include how real life inspires theater, warming up for acting, and evaluating theatrical performances.</p>	<p>1 credit</p>
<p>Information and Communication Technology MS Technology strands are woven throughout a variety of projects in a variety of courses. There are also standalone technology projects students can work on to develop their twenty first century skills. Projects include an introduction to the learning</p>	<p>1 credit</p>

Elementary School

All elementary school projects integrate math, ELA, and science and/or social studies into each project. There are twelve projects to complete in a year to cover all grade level content. Projects are all four modules and include a culminating Final Product for students to demonstrate their understanding of the project’s driving question. Project sequences are driven by the mathematics skills taught and used in them, with meaningful, rigorous ELA, science, and social studies connections woven in as they are relevant.

Third Grade

Projects and Description

Below is a list of third grade projects in the recommended sequence:

- **Fossils, a Hint from the Past** - Students will take on the role of an archaeologist and get to explore the fossil record. They will consider the purposes of rounding numbers in conjunction with estimating the age of a fossil, and they will get to read a novel dealing with a favorite childhood fossil - dinosaurs.
- **Save the Planet** - Students will explore some of the problems that humans may have caused on Earth, as well as ingenious, creative solutions that people have come up with to help save the planet, in particular using super cool magnets.
- **Animals Have Families, Too** - Students will consider the meaning of family in a much broader sense than the traditional definition, and they will connect this idea to “families” in the animal kingdom. Students will also focus on learning new vocabulary, an important reading skill and crucial for other other subjects, too.
- **Build a Zoo** - Students will continue their exploration of the animal kingdom as they read about another fictional animal’s story and apply their new learning about division to design enclosures for a zoo. Students will also explore the intersection of climates in both science and social studies.
- **Abacadabra** - Students will take on the role of a magician as they make connections between math, patterns and the concept of force to create their own magic trick.
- **Planning a Garden** - In combining information about area, life cycles and change over time, students will work as a botanist to logically plan out a garden. The students will use integration of ideas from informational texts to help support their planning.
- **New In Town**- Students will act as a city planner as they create a new city. They will learn and apply information about shapes and perimeter and will develop an understanding of creating and using maps.
- **Order Up** - While working through a novel study to focus on key ideas and details, students will incorporate information about fractions to design a restaurant. They will learn about the engineering required to create an oven and a cooler. They will learn how to understand and convey their opinions while developing questionnaires.
- **Down on the Farm** - In the role of an agricultural farmer, students work on using the measurement of length and knowledge about traits to develop a farm. They will dive into word study and learn about the importance of idea integration using different texts.
- **Need for Speed** - As students zoom through this project while assuming the role of a race car driver, students will learn about the transportation of goods and ideas. They will learn about telling time, developing and sharing an opinion and identifying key ideas.
- **Under the Sea** - Students will act as marine biologists to learn about habitats and how they change. They will apply that information while learning about volume and mass. Narrative and figurative language will be

explored as students gain a new understanding of the craft and structure of literature.

- **Natural Disasters** - While working through understanding the craft and structure of an engaging informational series, students will learn about catastrophic events and severe weather. They will act as meteorologists to develop bar graphs and incorporate technology and notetaking to convey their information.

Fourth Grade

Projects and Description

Below is a list of fourth grade projects in the recommended sequence:

- **Bridge Building** - Students are introduced to geometry concepts and they apply this knowledge to designing a bridge. After working through the engineering process, they create and present a slideshow proposal of their work.
- **Difference Makers** - Students learn about “difference makers” by studying a biography, in addition to learning about how the US government works. They consider how they can make a difference in their own communities and by participating in civic duties.
- **Reduce Reuse Recycle** - Students explore data and ways to represent and work with large numbers as they consider their carbon footprints. They also consider the instruction of science and civics as they explore environmental policy making.
- **Heroes All Around Us** - Students consider what it means to be a hero, both by reflecting on their own lives and heroes, as well as through a novel study. Further, they connect their learning about animal and plant adaptations to the animal characters they read about.
- **Video Games: Good or Bad?** - Students are introduced to the long division algorithm and make the connection between mathematical algorithms and coding algorithms. They have the opportunity to code their own video game, as well as engage in research and persuasive writing about their own screen time limits.
- **Plan a Vacation** - Students put their learning about adding, subtracting, multiplying, and dividing together to solve word problems associated with planning a vacation. They learn about countries around the world from a variety of perspectives, including that of an economist considering international trade implications.
- **Hidden Treasures** - Students zero in on their own community and connect science, social studies, ELA, and art through photography. Students will learn about light and their community in order to create a photo essay.
- **Tiny House** - Students will explore how to live efficiently and effectively, while also learning about area, perimeter, and the mathematics of interior design. They will understand how energy is transferred and converted to power a home, and they will get to design their own energy transforming device.
- **Changes to Earth** - Students will get to learn a lot about geology in this project as they explore rock layers, fossils, erosion, and maps of Earth’s features. They will connect the idea of timelines and models to mathematical number lines.
- **Learning Through Music** - Students will look at music as poetry and fractions in this unique project. They will understand examples of figurative language and consider how fractions, though sometimes difficult, are part of their everyday lives in ways they may never have considered.
- **Start a Lemonade Stand** - Students will read about a fictional “lemonade war” while considering the very real economics concepts associated with running a lemonade stand. In addition to the social studies skills, they will see how mathematics is crucial in business, too.
- **Transitions** - Students will consider what it means to learn and grow through a focus on personal narratives. As they are approaching fifth grade, students will reflect on their learning journeys so far and set goals for the journey ahead.

Fifth Grade

Projects and Description

Below is a list of fifth grade projects in the recommended sequence:

- **The Power of Water and Numbers** - Students will start off the year with a deep review, as well as adding to their knowledge of place value concepts. They will connect their mathematical learning with an understanding of just how vast the water system on Earth is, and how access to clean water is an important humanitarian consideration.
- **Out of this World** - Students will imagine life on other planets! They will explore the distance of the sun and stars, model seasonal changes, multiply large numbers, and compare literary themes. They will get to apply their learning to opinion writing.
- **Native American History** - Students will learn about the rich Native American history and present-day culture in the US, while also understanding the devastating effects that the US government and colonists had on Native American populations.
- **Cycles of Life** - Students engage in ecological studies related to the role that plants and animals play in food chains and food webs. Students will get to study an ecosystem in Florida to make literary connections to their new biology knowledge.
- **People Who Inspire** - Students will learn about many diverse, inspirational people, particularly one refugee from Vietnam and her move to the US as they read her memoir. They will also get the chance to research and write their own biography about someone who inspires them, and then turn it into a mini documentary.
- **Greener Faster Further** - Students will learn all about automobiles, what powers them, and the engineers who work on them. They will practice informational text skills while also learning about how important measurement and conversion is in engineering and design. Students will have many opportunities to actually build, test, and refine their own designs, too.
- **What's the Matter?** - Students will learn about volume and the properties of matter. Through a novel study, they will discover that "believing is seeing" as many of the properties of matter are not visible characteristics. They will graph points on a coordinate plane and create a board game based on the novel.
- **Down to Earth** - Students will focus on gravity and the benefits to humans of that force. They will read informational texts and engage in mini-experiments that show gravitational force at work. Using patterns of numbers, students will create ordered pairs and practice graphing on a coordinate plane. Finally students will learn programming through Scratch and create an animation teaching others about gravity.
- **Birth of Today's USA** - Students will add and subtract fractions while they learn about the development of the United States of America. Through informational articles, they will explore the ways the USA has been shaped by events. They will create an opinion essay related to the History of the country.
- **Iron Chef** - Students will discover the Science and Math within cooking as they don their chef's hats! They will practice multiplying and dividing fractions as they learn about recipes and ingredient measurements. Students will create an informational essay related to creating a favorite meal.
- **Green Thumb** - Students will explore their responsibilities to nature and the environment as they learn about environmental concepts such as deforestation and pollution. They will plot on a line graph within Mathematics and learn how to be stewards of nature as they create a children's book to share with others.
- **The Adventure of Life** - Students will begin to prepare for the transition to middle school as they learn about how others have dealt with change. Through two short works of literature, students will gain perspective and work to create their own short memoir essay.



W-A-YTM
Widening Advancements for Youth

WAY Program Course Guide

© W-A-Y Program Page 1

Graduation Requirements

In Michigan, WAY Program campuses follow the Michigan Merit Curriculum. The following table outlines the required courses at most WAY Program campuses.

Subject Area	Courses Required	Total Credits Required
English	English 9 English 10 English 11 English 12	4

Mathematics	Algebra 1 Algebra 2 Geometry Math Other (Courses vary)	4
Science	Biology Chemistry or Physics Science Other (Courses vary)	3
Social Studies	World History US History Civics Economics	3
Health & Physical Education	Health Physical Education	1
Visual, Performing, & Applied Arts	Courses vary	1
World Language	Courses vary	2
Information & Communication Technology	Technology	1
General Electives	Courses vary	3
Total Credits Required		22

High School Course Descriptions

English

English 9 - 12

Course Name	Credit Earned	Graduation Requirement
English 9 - 12	4 credits total 1 credit for each course	English 9 - 12

Students at WAY will work through the English 9 - 12 strands in a variety of ways. In each English course, students demonstrate the four aspects of language use: reading, writing, speaking, and listening. Students demonstrate these skills by completing projects focused on these skills or through cross curricular projects in other subjects areas.

Strands

- Reading Literature
- Reading Informational Texts •
- Argumentative Writing • Explanatory Writing
- Narrative Writing • Speaking & Listening • Technology

Mathematics

Algebra 1

Course Name	Credit Earned	Graduation Requirement
Algebra 1	1	Algebra 1

Algebra 1 includes the study of real numbers, expressions, equations and other algebraic concepts. Students demonstrate understanding through real-world projects that often include concepts from other courses such as Geometry or Physics. Projects may include how to determine the best cell phone plan or calculate electrical costs for your home.

Strands

- The Real Number System •
- Quantities
- Seeing Structure in Expressions •
- Arithmetic with Polynomials and Rational Expressions
- Creating Equations
 - Reasoning with Equations and
- Interpreting Categorical and Quantitative Data
- Inequalities
- Interpreting Functions
- Building Functions
- Linear, Quadratic, and Exponential Models

Algebra 2

Course Name	Credit Earned	Graduation Requirement
Algebra 2	1	Algebra 2

Algebra 2 focuses on creating, graphing and interpreting functions to solve real-world problems. Projects may include how to keep data safe using cryptography, determine if a real asteroid will collide with earth, or choose the best car to purchase.

Strands

- The Complex Number System
- Seeing Structure in Expressions
- Arithmetic with Polynomials and Rational Expressions
- Creating Equations
- Reasoning with Equations and Inequalities
- Interpreting Functions
- Building Functions

Geometry

- Linear, Quadratic, and Exponential Models
- Trigonometric Functions
 - Interpreting Categorical and Quantitative Data
- Making Inferences and Justifying Conclusions
 - Using Probability to Make Decisions

Course Name	Credit Earned	Graduation Requirement
Geometry	1	Geometry

Geometry focuses on the application of geometry to our world through concepts including geometric measurement, modeling, trigonometry, and congruence. Projects may include modeling the spread of a disease, designing a skate part, or using Minecraft to draft a real-world building.

Strands

- Congruence
- Similarity, Right Triangles, and Trigonometry
- Circles
- Expressing Geometric Properties with Equations
 - Geometric Measurement and Dimension
 - Modeling with Geometry
- Conditional Probability and the Rules of Probability

© W-A-Y Program Page 4

Algebra Readiness

Course Name	Credit Earned	Graduation Requirement
Algebra Readiness	1	Math Other

Algebra Readiness is designed to get students ready to for Algebra 1 by focusing on concepts including exponents, expressions, and the number system. Projects may include designing a meal for a large party, comparing discounts when shopping, or buying a car.

Course Strands

- Exponents
- Equations and Inequalities • Relationships

Pre Calculus

- Number System • Expressions

Course Name	Credit Earned	Graduation Requirement
Pre Calculus	1	Math Other

Pre Calculus gets students ready for higher level math by focusing on concepts like complex numbers, vectors, and functions. Projects may include creating a missile tracking system, creating mathematical artwork, or designing a fallout shelter.

Strands

- The Complex Number System • Vector Quantities and Matrices • Reasoning with Equations and Inequalities
- Interpreting Functions
- Building Functions
- Trigonometric Functions
- Expressing Geometric Properties with Equations
- Geometric Measurement and Dimension
- Using Probability to Make Decision

Science

Biology

Course Name	Credit Earned	Graduation Requirement
Biology	1	Biology

Biology is the study of life. Biology focuses on building students' scientific understanding of the structure and function of organisms, how traits vary and are inherited, how organisms obtain and

© W-A-Y Program Page 5

use energy, how organisms interact with each other, and how organisms are diverse. Projects may include predicting future population problems, evaluating cancer treatment programs, or analyzing a genetic disorder.

- Structure and Function
- Growth and Development of Organisms
- Interdependent Relationships in Ecosystems
- Cycles of Matter and Energy Transfer in Ecosystems
- Ecosystem Dynamics, Functioning,

Earth & Space Science

- and Resilience
- Social Interactions and Group

- Behavior
- Inheritance and Variation of Traits •
- Natural Selection and Diversity •
- Adaption
- Engineering Design

Course Name	Credit Earned	Graduation Requirement
Earth & Space Science	1	Science Other

Earth & Space Science explores the world that we live in. The focus is on helping students explore our universe and Earth's place in it, including the Earth's surface and water system. Projects may include using 3D modeling to recreate the Big Bang, predicting the impact of an active volcano, or determining your personal water usage.

Strands

- The Universe and Its Stars •
- Earth and the Solar System • The
- History of Planet Earth • Earth
- Materials and Systems • The
- Roles of Water in Earth's Surface
- Processes

Anatomy & Physiology

- Weather and Climate
- Natural Resources
- Human Impacts on Earth Systems •
- Global Climate Change
- Engineering Design

Course Name	Credit Earned	Graduation Requirement
Anatomy & Physiology	1	Science Other

Anatomy & Physiology explores the human anatomy and its application to the medical fields. Projects may include creating a coroner's report for an actual incident, designing a "What to Expect" brochure for new parents, or creating a 3D model of the human body.

Strands

- Anatomical Structures • Human Systems •
- Body Functions
- Human Processes
- Human Development

© W-A-Y Program Page 6

Physics

Course Name	Credit Earned	Graduation Requirement
-------------	---------------	------------------------

Physics	1	Physics
---------	---	---------

Our world is governed by the laws of Physics. Physics explores the concepts of gravity, force, and other concepts that apply to how our world operates. Projects may include analyzing the dangers of cellphone use, using forensics to determine who's at fault in a car accident, or designing the electrical blueprints of a house.

Strands

- Forces and Motion
- Types of Interactions
- Nuclear Processes
- Definitions of Energy
- Relationship Between Energy and Forces

Chemistry

- Wave Properties
- Electromagnetic Radiation
- Conservation of Energy and Energy Transfer
- Engineering Design

Course Name	Credit Earned	Graduation Requirement
Physics	1	Physics

Chemistry explores atoms, their behaviors, and the physical laws that all matter must obey. Projects may include teaching customers the science behind ice cream, analyzing an environmental issue such as biodegradable plastic, or predicting how household chemicals will react to each other.

Social Studies

Economics

Course Name	Credit Earned	Graduation Requirement
Economics	.5	Economics

Everyone will spend and make money during their lives and Economics will provide an understanding on how money affects individuals, groups of people, and our government. Projects may include starting your own business, evaluating your cities budget, or analyzing why

the cost is so high on Air Jordan shoes.

Strands

- Developing Questions and Planning Inquiries
- Economic Decision Making
- Exchange and Markets
- The National Economy
- The Global Economy
- Evaluating Sources and Using Evidence
- Communicating Conclusions and Taking Informed Action

Civics

Course Name	Credit Earned	Graduation Requirement
Civics	.5	Civics

Being a citizen is more than just voting every four years. Civics focuses on how to be involved in local, state, and national government decisions that affect everyone's life. Projects may include publishing a political cartoon, attending a local government meeting, or submitting an amendment of the constitution.

Strands

- Developing Questions and Planning Inquiries
- Civic and Political Institutions • Participation and Deliberation • Processes, Rules, and Laws

World History & Geography

- Evaluating Sources and Using Evidence
- Communicating Conclusions and Taking Informed Action

Course Name	Credit Earned	Graduation Requirement
World History & Geography	1	World History & Geography

World History & Geography focuses on the concepts that underlie studying history and geography. Analyzing historical events across the world are used to develop an understanding of spatial patterns, change, perspectives, causation, and other critical skills in geography and history. Projects may include investigating the bubonic plague, predicting population growth issues, or comparing Imperialists governments to our current government.

Strands

- Developing Questions and Planning Inquiries
- Geographic Representations • Human-Environment Interaction • Human Population
- Global Interconnections
- Change, Continuity, and Context • Perspectives
- Historical Sources and Evidence • Causation and Argumentation • Evaluating Sources and Using Evidence
- Communicating Conclusions and Taking Informed Action

US History & Geography

Course Name	Credit Earned	Graduation Requirement
US History & Geography	.5	US History & Geography

US History & Geography focuses on the concepts that underlie studying history and geography. Analyzing historical events of the United States are used to develop an understanding of spatial patterns, change, perspectives, causation, and other critical skills in geography and history. Projects may include analyzing why the car industry shrunk in Detroit, how World War I impacted your community, or designing a 9/11 monument.

Strands

- Developing Questions and Planning Inquiries
- Geographic Representations •
- Human-Environment Interaction •
- Human Population
- Global Interconnections
- Change, Continuity, and Context
- Perspectives
- Historical Sources and Evidence •
- Causation and Argumentation •
- Evaluating Sources and Using Evidence
- Communicating Conclusions and Taking Informed Action

Health & Physical Education

Health

Course Name	Credit Earned	Graduation Requirement
Health	.5	Health

Health focuses on helping students learn how to live a healthy and productive life. Student's practice setting life goals, making critical decisions, and reflecting on their behavior. Projects may include tracking sleeping habits and making changes, designing a food label, and coaching younger children on bullying behavior.

Strands

- Disease Prevention •
- Health Influences •
- Health Information •
- Communication Skills
- Decision Making
- Goal Setting
- Health Behaviors
- Advocate

Physical Education

Course Name	Credit Earned	Graduation Requirement
Physical Education	.5	Physical Education

Physical Education helps students find out how they want to stay physically active by exploring different fitness activities. Projects may include designing a workout routine for a client, trying a new sport, or tracking fitness goals.

Strands

- Motor Skills and Movement Patterns
- Movement and Performance • Physical Activity Level
- Fitness
- Planning
- Personal and Social Behavior • Physical Activity Value

Visual, Performing, & Applied Arts

Visual Arts

Course Name	Credit Earned	Graduation Requirement
Visual Arts	1	Visual, Performing, & Applied Arts

Visual Arts helps students explore the fine arts such as drawing, painting, printmaking, photography, and other forms of art. Students can choose their medium for expression. Students demonstrate understanding through real-world projects that often include concepts from other courses such as Geometry, Physics, or English. Projects may include producing temporary tattoos, creating video game characters, or critiquing local street art.

Strands

- Create Artistic Ideas •
- Develop Artistic Ideas •
- Refine Artistic Ideas
- Analyze Artistic Work •
- Artistic Techniques
- Presenting Artistic Work

Theatre

- Art Perception
- Art Interpretation
- Evaluating Art
- Experimentation
- Social & Historical Context

Course Name	Credit Earned	Graduation Requirement
-------------	---------------	------------------------

Theatre	1	Visual, Performing, & Applied Arts
---------	---	------------------------------------

Theatre gives students an opportunity to take the stage and explore the world of theatre. Whether behind the scenes designing stage productions or acting out characters, students use theatre as a medium for expression. Projects may include writing a short play for a community production, submitting a short film to a national competition, or reinventing a classic play.

Strands

- Perceive Artistic Work
- Interpret Artistic Work
- Evaluate Artistic Work

Music

- Experimentation
- Social & Historical Context

Course Name	Credit Earned	Graduation Requirement
Music	1	Visual, Performing, & Applied Arts

Students use music as a form of expression. By examining the history of pop music, students are able to analyze its effect on their world. Projects may include writing the next big hit song, critiquing a live music performance, analyzing the music of the film industry.

Strands

- Create Artistic Ideas
- Develop Artistic Ideas
- Refine Artistic Ideas
- Analyze Artistic Work
- Artistic Techniques
- Present Artistic Work
- Perceive Artistic Work
- Interpret Artistic Work
- Evaluate Artistic Work
- Experimentation
- Social & Historical Context

World Language

Spanish 1

Course Name	Credit Earned	Graduation Requirement
Spanish 1	1	World Language

In this introductory course, students are exposed to essential speaking, listening, reading, and writing skills that will progress them towards becoming Spanish speakers. This course utilizes

Rosetta Stone to practice pronunciation, listening, and other course speaking skills. In addition to Rosetta Stone, students will complete projects that explore Spanish speaking countries, Spanish culture, and community.

Strands

- Communication • Cultures
- Connections

Spanish 2

- Comparisons • Communities

Course Name	Credit Earned	Graduation Requirement
Spanish 2	1	World Language

In this more advanced course, students will practice more sophisticated speaking, listening, reading, and writing skills that will progress them towards becoming Spanish speakers. This course utilizes Rosetta Stone to practice pronunciation, listening, and other course speaking skills. In addition to Rosetta Stone, students will complete projects that explore Spanish speaking countries, Spanish culture, and community.

Strands

- Communication • Cultures
- Connections
- Comparisons • Communities

Information & Communication Technology (ICT

) Technology

Course Name	Credit Earned	Graduation Requirement
Technology	1	Information & Communication Technology (ICT)

In the 21st century, technology is everywhere in our lives and we need to prepare students to thrive in this digital world. Students demonstrate understanding through real-world projects that are often cross curricular with other courses such as English, Mathematics, and Visual Arts. Projects include investigating your digital footprint, create a social media campaign, and producing a YouTube how to video.

Strands

- Empowered Learner • Digital Citizen
- Knowledge Constructor • Innovative Designer
- Computational Thinker
- Creative Communicator
- Global Collaborator

© W-A-Y Program Page 12

General Electives

Career Development

Course Name	Credit Earned	Graduation Requirement
Career Development	1	General Electives

Getting prepared for working is a critical skill all students need. Career Development helps focus on the skills of planning your career, preparing for job interviews, and being aware of your own strengths and interests. Projects may include pitching your small business idea, applying to college or a job, creating a 5 year career plan, or interviewing for a job.

Strands

- Self Awareness
- Career Research
- Workplace Expectations
- Career Strategy
- School-to-Career Transition • Lifelong Learning

Cooking

Course Name	Credit Earned	Graduation Requirement
Cooking	1	General Electives

This course teaches the fundamentals of cooking, baking, and culinary skills that students would use at home and in a professional kitchen. Handling food safely, learning knife skills, and exploring the science of cooking are key topics. Projects may include redesigning a local restaurant's menu, analyzing their home kitchen for food safety issues, or cooking a three course meal.

Strands

Psychology

- Career Paths
- Food Safety
- Food Production •
Menu Planning
- Food Preparation
- Food Service Management •
Customer Service

Course Name	Credit Earned	Graduation Requirement
Psychology	1	General Electives

© W-A-Y Program Page 13

Psychology is the study of the human mind and behavior. Students learn how we develop habits, become addicted to chocolate, or develop during childhood. Projects may include practicing stress reducing techniques, teaching younger children how their brain develops, or designing an ethical psychological experiment.

Strands

- Scientific Inquiry
- Biopsychology
- Development and Learning •
Sociocultural Context

Personal Finance

- Cognition
 - Individual Variations
- Applications of Psychological Science

Course Name	Credit Earned	Graduation Requirement
Personal Finance	1	General Electives

Students need to be prepared to budget their money, read their W-4 tax form, compare mortgages, or create a savings plan. Personal Finance will teach students basic financial concepts that apply to their life. Projects may include completing their yearly taxes, implementing a budget for themselves, or comparing credit cards.

Strands

- Spending and Saving • Credit and Debt
- Employment and Income
- Investing
- Risk Management and Insurance • Financial
Decision Making

SECTION D
CURRICULUM

**CURRICULUM
TO BE UPLOADED SEPARATELY**

SECTION E

METHODS OF PUPIL ASSESSMENT

Methods of Pupil Assessment

In accordance with Applicable Law and the Terms and Conditions, including Article VI, Section 6.5, the Academy shall properly administer the academic assessments identified in Schedule 7e. In addition, the Contract authorizes the Center to have access to the Academy's Student/School Data Applications through the Center for Educational Performance and the Information and to the electronic reporting system administered by the Michigan Department of Education to access the Academy's state assessment results. The Academy is required to ensure that any persons involved with the administration of these assessments are properly trained and adhere to the ethical standards and testing procedures associated with these assessments. The University provides standard assessment language for this Schedule, If the Academy intends to add or change the assessment(s) it administers, the name of the new assessment will be required to be submitted, as well as the grades to which the new assessment(s) will be administered

Academic Assessments to Be Administered:

<u>Grade(s)</u>	<u>Academic Assessment(s)</u>
6-12	Performance Series Reading and Mathematics
6-8	Michigan Student Test of Educational Progress ("M-Step")- Reading, Mathematics, Science and Social Studies
9-10	PSAT- Evidence Based Reading and Mathematics
11	Michigan Merit Exam ("MME"): Michigan Student Test of Educational Progress ("M-Step")- Science and Social Studies, SAT-Evidence Based Reading and Writing and Mathematics, and ACT WorkKeys
6-12	World Class Instructional and Design ("WIDA")

SECTION F

APPLICATION AND ENROLLMENT OF STUDENTS

Application and Enrollment Requirements

Requirements

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

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

Application and Enrollment Requirements

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

Re-enrolling Students

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

Application and Enrollment Requirements

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.

LAN01\125624.1
ID\KNL

SECTION G

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

SECTION 7g: SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

School Calendar

The Academy's school calendar shall comply with the Code and the School Aid Act of 1979. The Academy Board must submit a copy of the Academy's school calendar to the 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 as set forth in 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.

SECTION H

AGE OR GRADE RANGE OF PUPILS

SECTION 7h: AGE OR GRADE RANGE OF PUPILS

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

Students will range in age from 12-19.