

*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

DETOUR ARTS AND TECHNOLOGY ACADEMY
(A PUBLIC SCHOOL ACADEMY)

July 1, 2023

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**AUTHORIZING RESOLUTION
AND
RESOLUTION**



**RESOLUTION ADOPTED BY LAKE SUPERIOR STATE UNIVERSITY
BOARD OF TRUSTEES ON FEBRUARY 17, 2023**

On motion by Thomas Bailey and second by Patricia Caruso,
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 26, 2018, the University Board issued to **DeTour Arts and Technology 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, 2023 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 seven (7) years and ends not later than June 30, 2030; 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 17th day of February, 2023, with a vote of 7 for, 0 opposed, and 0 abstaining.

Signature: 



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, 2023

ISSUED BY

THE LAKE SUPERIOR STATE UNIVERSITY BOARD OF TRUSTEES

TO

**DETOUR ARTS AND TECHNOLOGY ACADEMY
(A PUBLIC SCHOOL ACADEMY)**

CONFIRMING THE STATUS OF

DETOUR ARTS AND TECHNOLOGY ACADEMY

AS A

PUBLIC SCHOOL ACADEMY

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Exhibit A

Schedules

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

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

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

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

WHEREAS, the 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 DeTour Arts and Technology 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 February 17, 2023.
- (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, 2023, Issued by the Lake Superior State University Board of Trustees to DeTour Arts and Technology Academy Confirming the Status of DeTour Arts and Technology 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 measurable progress toward meeting the Academy's educational goals. The University Board may consider the Academy Board's site expansion request contract amendment following submission by the 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)	
<small>NOTE: Insurance carriers must have an AM Best Rating of "A - VII" or better</small>	
EFFECTIVE DATE: 07/01/12 -- MUSIC Board Approval Date: 12/15/2011	
COVERAGE	REQUIREMENTS
General or Public Liability (GL)	<p>Must be Occurrence form</p> <p>Must include Sexual Abuse & Molestation coverage which can be Occurrence or Claims Made. If this coverage is Claims Made the Retroactive Date must be the same or before date of original University PSA/SDA/UHS/SOE contract. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE.</p> <p>Must include Corporal Punishment coverage.</p> <p>\$1,000,000 per occurrence & \$2,000,000 aggregate.</p> <p>In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.</p> <p>University must be included as an Additional Insured with Primary and Non-Contributory Coverage.</p> <p>NOTE: SDA must also have Security/Police Professional Liability coverage with MINIMUM of \$1,000,000 limit which can be Occurrence or Claims Made. If this coverage is Claims Made, and the SDA goes out of business, the SDA needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the SDA.</p>
COVERAGE	REQUIREMENTS
Errors & Omissions (E&O)	<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> <p>Can be Claims Made or Occurrence form.</p>

	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 PSA/SDA/UHS/SOE.

	Umbrella is acceptable with a \$4,000,000 limit and aggregate. Also, an Umbrella policy with an unlimited aggregate is acceptable at a \$2,000,000
	If PSA/SDA/UHS/SOE has its own buses AND/OR has more than 1,000 students, must have MINIMUM \$5,000,000 per occurrence.
	If PSA/SDA/UHS/SOE purchases additional Umbrella limits to meet the \$1,000,000/\$3,000,000 for E&O then they must be in addition to the required Umbrella limit.
	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) for Owned and Non-Owned Autos	\$1,000,000 per accident
	PSA must be included as First Named Insured

	University must be included as Additional Insured with Primary Coverage
	Higher limits may be required if PSA has its own buses
COVERAGE	REQUIREMENTS
Workers' Compensation	Must be Occurrence Form
	Statutory Limits
	NOTE: If PSA is leasing employees from ESP, ESP must have Employers' Liability with \$1,000,000 per occurrence AND Alternate Employer Endorsement naming PSA.
	PSA must be included as First Named Insured
COVERAGE	REQUIREMENTS
Crime	Must include Employee Dishonesty coverage
	Must be Occurrence form
	\$500,000 per occurrence
	PSA must be included as First Named Insured
COVERAGE	REQUIREMENTS
Umbrella	Can be Claims Made or Occurrence form
	\$2,000,000 per occurrence & \$4,000,000 aggregate
	If PSA has its own buses AND/OR has more than 1,000 students, must have MINIMUM \$5,000,000 per occurrence
	PSA must be included as First Named Insured
	University must be included as Additional Insured with Primary Coverage
ADDITIONAL RECOMMENDATIONS	
COVERAGE	REQUIREMENTS
Property	Limits to cover replacement for PSA's property exposures, including real and personal, owned or leased
COVERAGE	REQUIREMENTS
Performance Bond (or Letter of Credit with Indemnification)	\$1,000,000 per claim/aggregate

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

The University’s insurance carrier periodically reviews the types and amounts of insurance coverages that the Academy must secure in order for the University to maintain insurance coverage for the authorization and oversight of the Academy. In the event that the University’s insurance carrier requests additional changes in coverage identified in this Section 11.2, the Academy agrees to comply with any additional changes in the types and amounts of coverage requested by the University’s insurance carrier within thirty (30) days after notice of the insurance coverage change.

Section 11.3. Legal Liabilities and Covenant Against Suit. The Academy acknowledges and agrees that it has no authority to extend the full faith and credit of the University Board, the University or any other authorizing body, or to enter into a contract that would bind the University Board or the University. The Academy also is limited in its authority to contract by

the amount of funds obtained from the state school aid fund, as provided hereunder, or from other independent sources. The Academy hereby 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.

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:

DeTour Arts and Technology Academy
202 S Division St.
De Tour Village, MI 49725

If to Academy Counsel:

Jacqueline Zablocki
Collins & Blaha, P.C.
31440 Northwestern Hwy
Suite 170
Farmington Hills, MI 48334

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 7 years until June 30, 2030, 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: 
Dr. Lynn G. Gillette, Interim President

Date: July 1, 2023

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.

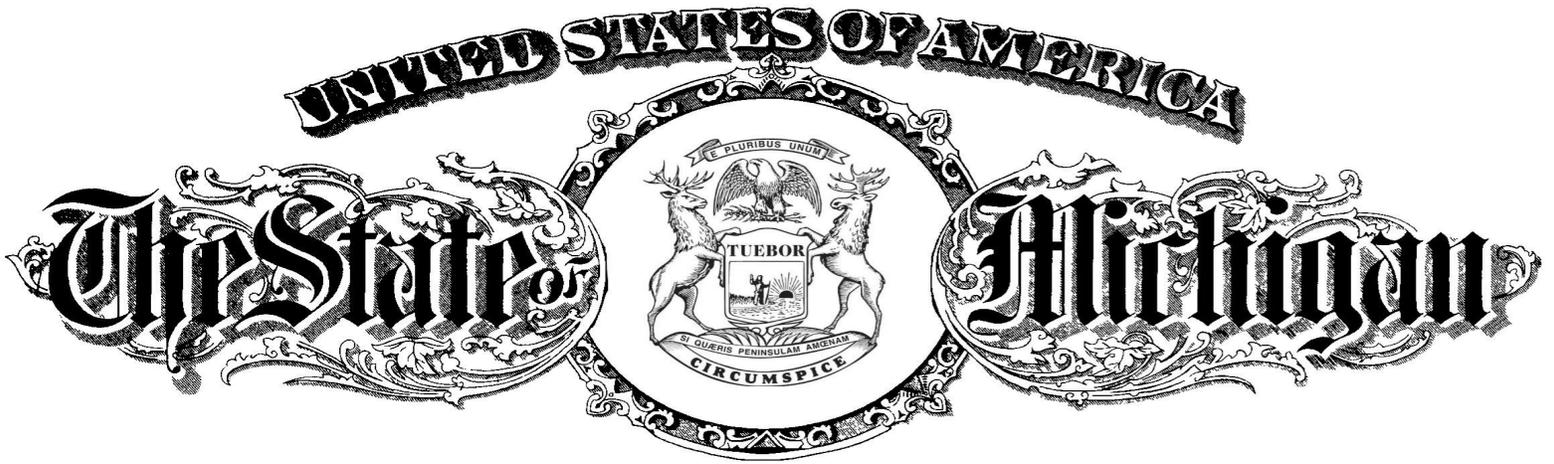
DETOUR ARTS AND TECHNOLOGY ACADEMY

By: 
Academy Board President

Date: July 1, 2023

CONTRACT SCHEDULE 1

ARTICLES OF INCORPORATION



Lansing, Michigan

This is to Certify That

DETOUR ARTS AND TECHNOLOGY ACADEMY

was validly Incorporated on August 2 , 2010 as a Michigan nonprofit corporation, and said corporation is validly in existence under the laws of this state.

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

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



Sent by electronic transmission

Certificate Number: 23060199901

*In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 9th day of June , 2023.*

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU										
Date Received <div style="font-size: 1.2em; font-weight: bold;">JUL 10 2013</div>	<div style="text-align: right; font-size: 0.8em;">(FOR BUREAU USE ONLY)</div> <div style="text-align: center; font-weight: bold; font-size: 1.1em;"> ADJUSTED PURSUANT TO TELEPHONE AUTHORIZATION </div> <div style="text-align: right; font-style: italic; font-size: 1.1em;">\$10.00 fee pd.</div> <p style="font-size: 0.8em;">This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.</p>									
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="3" style="padding: 2px;">Name Rebecca Farrell</td> </tr> <tr> <td colspan="3" style="padding: 2px;">Address 202 S Division St. PO Box 24</td> </tr> <tr> <td style="padding: 2px;">City DeTour Village, MI</td> <td style="padding: 2px;">State</td> <td style="padding: 2px;">ZIP Code 49725</td> </tr> </table>		Name Rebecca Farrell			Address 202 S Division St. PO Box 24			City DeTour Village, MI	State	ZIP Code 49725
Name Rebecca Farrell										
Address 202 S Division St. PO Box 24										
City DeTour Village, MI	State	ZIP Code 49725								
<div style="text-align: center; font-size: 1.5em; font-weight: bold;">FILED</div> <div style="text-align: center; font-size: 1.2em; font-weight: bold;">JUL 11 2013</div> <div style="text-align: center; font-weight: bold;"> Administrator Corporation Division </div>										
EFFECTIVE DATE:										

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

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:

1. The present name of the corporation is: <u>DeTour Arts and Technology Academy</u>
2. The identification number assigned by the Bureau is: 70908V
3. All former names of the corporation are:
4. The date of filing the original Articles of Incorporation was: <u>August 2, 2010</u>

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: <div style="text-align: center; font-size: 1.2em; font-style: italic;">See Attached</div>
--

ARTICLE II

The purpose or purposes for which the corporation is organized are: <div style="text-align: center; font-size: 1.2em; font-style: italic;">See Attached</div>
--

MICHIGAN DEPARTMENT OF ENERGY, LABOR & ECONOMIC

GROWTH

BUREAU OF COMMERCIAL SERVICES

RESTATED ARTICLE OF INCORPORATION

For Use by domestic Nonprofit Corporations

DETOUR ARTS AND TECHNOLOGY ACADEMY

Pursuant to the provisions of the Michigan Nonprofit Corporation Act of 1982, as amended (the "Act"). Being MCL 450.2102 et seq. and Part 6A Of the Revised School Code (the "Code") as amended, being Sections 380.501 to 380.507 of the Michigan Compiled Laws, the undersigned corporation executes the following Articles:

ARTICLE I

The present name of the corporation is: DeTour Arts and Technology Academy.

The authorizing body for the corporation is: Lake Superior State University ("University Board").

ARTICLE II

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

1. The corporation is organized for the purpose of operating as a public school academy in the state of Michigan pursuant to Part 6A of the Code, being Sections 380.501 to 380.507 of the Michigan Compiled Laws.
2. The corporation, including all activities incident to its purposes, shall at all times be conducted so as to be a governmental entity pursuant to Section 115 of the United States Internal Revenue Code ("IRC") or any successor law. Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activity not permitted to be carried on by a governmental instrumentality exempt from federal income tax under Section 115 of the IRC or by a nonprofit corporation organized under the laws of the State of Michigan and subject to a Contract authorized under Part 6A of the Revised School code (the "Contract").

ARTICLE III

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

The value of assets which the corporation possesses is:

Real Property: None

Personal Property: None

(The valuation of the above assets was as of January 31, 2013.)

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

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

ARTICLE IV

The address of the registered office is: 202 S. Division, DeTour Village, MI 49725

The mailing address of the registered office is P.O. Box 24, DeTour Village, MI 49725

The name of the resident agent at the registered office is: Jean Bloom, Secretary

ARTICLE V

The corporation is a governmental entity.

1. The corporation and its incorporators, board members, officers, employees, and volunteers have governmental immunities as provided in section 7 of Act No. 170 of the Public Acts of 1964, being section 691.1407 of the Michigan Compiled Laws.
2. A volunteer director or volunteer officer of the corporation shall not be personally liable to the corporation for monetary damages for a breach of the director's or officer's fiduciary duty, except for liability for any of the following:
 - a. A breach of the director's or officer's duty of loyalty to the corporation;
 - b. Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law;
 - c. A violation of Section 551(1) of the Michigan Non-Profit Corporation Act;

- d. A transaction from which the director or officer derived an improper personal benefit; and/or
 - e. An act or omission that is grossly negligent.
3. The corporation assumes the liability for all acts or omissions of a volunteer director, volunteer officer, or other volunteer provided that:
 - a. The volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority;
 - b. The volunteer was acting in good faith;
 - c. The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct;
 - d. The volunteer's conduct was not an intentional tort;
 - e. The volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle as described in Section 209(e)(v) of the Michigan Nonprofit Corporation Act, being section 450.2209(e)
4. If the corporation obtains tax exempt status under section 501(c)(3) of the IRC, the corporation assumes all liability to any person other than the corporation for all acts or omissions of a volunteer director occurring on or after the filing of the Articles incurred in the good faith performance of the volunteer director's duties.
5. Any repeal, modification, or adoption of any provision in these Articles of Incorporation inconsistent with this Article shall not affect any right or protection of a volunteer director, volunteer officer or other volunteer of the corporation existing at the time of such repeal, modification or adoption.
6. Nothing in this Article shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Governmental Liability for Negligence Act, being Act No 170 of the Public Acts of 1964, being section 691.1407 of the Michigan Compiled Laws.

ARTICLE VI

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

ARTICLE VII

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

ARTICLE VIII

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 IX

No part of the net earnings of the corporation shall inure to the benefit of or be distributable to its board, directors, 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).

To the extent permitted by law, (including, without limitation, the Dissolution of Charitable Purposes Corporation Act, MCL 450.251 *et seq.*, and Section 18b of the State School Aid Act, MCL 388.1618b), upon the dissolution of the corporation, the board of the corporation shall, after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation to the University Board for forwarding to the state school aid fund established under article IX, section 11 of the Constitution of the State of Michigan of 1963, as amended.

ARTICLE X

Each reference in these Articles to a specific section of any state or federal statute shall also refer to the corresponding provision or provisions of any future state or federal state.

ARTICLE XI

These Articles of Incorporation shall not be amended except by the process provided in the contract to charter a public school academy between the corporation and the University Board (or a successor authorizing body) or, in the absence of a charter contract, as permitted by law. This process is as follows:

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

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

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

ARTICLE XII

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

ARTICLE XIII

These Articles of Incorporation shall become effective on *the date of filing*. However, the corporation shall not carry out the purposes set force in Article II unless the University Board (or a successor authorizing body) issues to the corporation a contract to operate as a public school academy, and the contract is executed by both the corporation and the authorizing body.

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

See Attached

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 31 day of January, 2013, 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 8 day of July, 2013

By Janelle M. Dudeck
(Signature of President, Vice President, Chairperson, or Vice-Chairperson)

Janelle M. Dudeck, President
(Type or Print Name) (Type or Print Title)

CONTRACT SCHEDULE 2

BYLAWS

RESTATED BYLAWS
OF
DETOUR ARTS & TECHNOLOGY ACADEMY

ARTICLE I

NAME

This organization shall be called DeTour Arts & Technology 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 Village of DeTour, County of Chippewa, 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, resignation, compensation and prerequisite qualifications for members of the Academy Board shall comply

with the resolution adopted by the Lake Superior State University Board of Trustees (the "University Board").

ARTICLE V

MEETINGS

Section 1. Annual and Regular Meetings. The Academy Board shall hold an annual meeting each year in May or June, 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>
Five (5)	Three (3)
Seven (7)	Four (4)
Nine (9)	Five (5)

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

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

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, Treasurer, and such Assistant Treasurers and Assistant Secretaries or other officers as may be selected by the Academy Board.

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

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

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

Section 5. President. The President of the Corporation shall be a member of the Academy Board. The President of the Corporation shall preside at all meetings of the Academy Board. If there is not a President, or if the President is absent, then the Vice-President shall preside. If the Vice-President is absent, then a temporary chair, chosen by the members of the Academy Board attending the meeting shall preside. The President shall be an ex officio member of any standing committees and when designated by the Academy Board, Chairperson of any standing

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

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

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

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

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

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

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

ARTICLE VIII

CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS

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

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

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

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

Section 5. Voting of Securities Owned by this Corporation. Subject always to the specific directions of the Academy Board, any shares or other securities issued by any other Corporation and owned or controlled by this Corporation may be voted at any meeting of security

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

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

ARTICLE IX

INDEMNIFICATION

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

ARTICLE X

FISCAL YEAR

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

ARTICLE XI

AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by 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

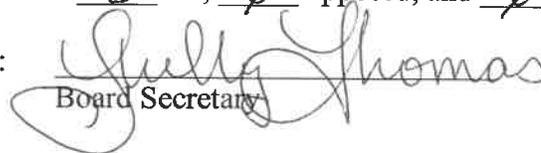
CONTRACT DEFINITIONS

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

SECRETARY'S CERTIFICATION

I, the undersigned, as Secretary of the DeTour Arts & Technology Academy Board of Directors certify that the Board adopted these Bylaws as and for the Bylaws of the DeTour Arts & Technology Academy at a properly noticed public meeting held on the 16th day of February, 2023, at which a quorum was present, with a vote of 3 for, 0 opposed, and 0 abstaining.

By:


Board Secretary

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 DeTour Arts and Technology 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. The State School Aid Payment and Direction document shall include language that the third party lender or trustee acknowledges and consents to the transfer of State School Aid Payments into the Academy's dissolution account, as set forth in Article X of the Terms and Conditions. Any unspent funds remaining in the Academy's dissolution account after payment of all wind up and dissolution expenses shall be returned to the Academy.

ARTICLE III

STATE DUTIES

Section 3.01. Eligibility for State School Aid Payments. The State, through its Department of Education, has sole responsibility for determining the eligibility of the Academy to receive State School Aid Payments. The State, through its Department of Education, has sole responsibility for determining the amount of State School Aid Payments, if any, the Academy shall be entitled to receive.

Section 3.02. State School Aid Payment Overpayments and Penalties. The State, through its Department of Education, has sole responsibility for determining State School Aid Payment overpayments to the Academy and the method and time period for repayment by the Academy. The State, through its Department of Education, has sole responsibility for assessing State School Aid penalties against the Academy for noncompliance with the Code and the State School Aid Act of 1979, as amended.

Section 3.03. Method of Payment. Each State School Aid Payment for the Academy will be made to the Fiscal Agent by the State Treasurer by issuing a warrant and delivering the warrant to the Fiscal Agent by electronic funds transfer into an account specified by the Fiscal Agent, or by such other means deemed acceptable to the Fiscal Agent. The State shall make State School Aid Payments at the times specified in the State School Aid Act of 1979, as amended.

ARTICLE IV

ACADEMY DUTIES

Section 4.01. Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, an Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended.

Section 4.02. Expenditure of Funds. The Academy may expend funds that it receives from the State School Aid Fund for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy Board to be consistent with the purposes for which the funds were appropriated.

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

Section 4.04. Repayment of Overpayment and Penalties. The Academy shall be directly responsible for reimbursing the State for any overpayment of State School Aid Payments or any State School Aid penalties. At its option, the State may reduce subsequent State School Aid Payments by the amount of the overpayment or penalty or seek collection of the overpayment or penalty from the Academy.

Section 4.05. Deposit of Academy Funds. The Academy Board agrees to comply with Section 1221 of the Revised School Code, being MCL 380.1221, regarding the deposit of State School Aid Payments and Other Funds received by the Academy.

ARTICLE V

RECORDS AND REPORTS

Section 5.01. Records. The Fiscal Agent shall keep books of record and 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, 2023, 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. The Fiscal Agent shall not be liable for any State School Aid penalties imposed by the State against the Academy.

Acknowledgment of Receipt

The undersigned, on behalf of the State of Michigan, Department of Treasury, acknowledges receipt of the foregoing Fiscal Agent Agreement that is part of the Contract issued by Lake Superior State University Board of Trustees to DeTour Arts and Technology Academy.

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

Date: May 3, 2023

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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 DeTour Arts and Technology 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 October pupil membership count; (ii) revised personnel costs; (iii) any start-up expenses incurred by the Academy; and (iv) the total amount of short-term cash flow loans obtained by the Academy. The Academy 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. Within 5 days of its submission to the Center for Educational Performance and Information (CEPI) of the budgetary assumptions that are required by Section 1219 of the Code, the Academy shall provide a copy of those budgetary assumptions to the Charter Schools Office, and confirm that the submitted budgetary assumptions were used in the adoption of the Academy's annual budget.

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

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

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

Section 2.03. Waiver and Delegation of Oversight Procedures. The 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 4.04 shall prohibit the Academy from electing to 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

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Description of Staff Responsibilities

The Academy anticipates employing the following staffing configuration:

Administrative Staff

- Lead Administrator
- Business Manager (Supplied through Contract with EUP Business Consortium)
- Administrative Assistant

Teaching Staff

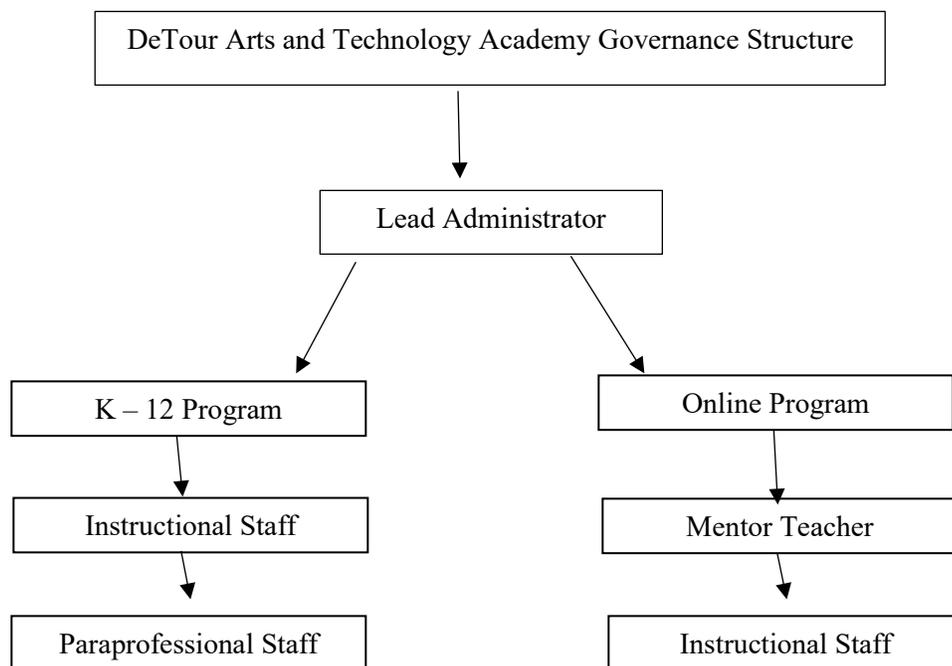
- K-12 Teachers
- Special Education Teachers (as needed)
- Specials Teachers -K-12 Vocal/Instrumental Music, K-12 Physical Education, K-12 Technology Education, K-12 Art
- Mentor Teachers

Support Staff

- Custodian
- Secretary
- Food Services Director
- Paraprofessional

Contracted Employees (as needed)

- School Social Worker
- Speech and Language Pathologist
- School Counselor
- Occupational and Physical Therapists



Job Description: Lead Administrator

Reports to and Employed by: DeTour Area Schools

Provides timely Information to: Board of Directors

EDUCATION/TRAINING:

- Minimum of a master's degree in educational leadership and/or curriculum and instruction program.
- Minimum of a Teacher's Certificate.
- Knowledge of state standards, Common Core State Standards.
- A minimum of 10 years professional experience in K-12 educational setting with at least 5 years of experience in school administration.
- Relative experience in community leadership and staff supervision.
- Must possess or be able to comply with all applicable laws related to Administrator Certification.
- Must meet continuing education requirements as prescribed by the State of Michigan, as applicable.

BASIC FUNCTIONS:

- To provide instructional and curricular leadership that creates, implements, maintains, and enhances Academic excellence, and achievement for all students.
- To oversee all aspects of the school/district operation including budget development and implementation, facilities management and maintenance, and human resources management.
- Establish and maintain a safe and secure environment wherein students can learn and grow as productive citizens in the school community.
- Establish and maintain an online learning environment wherein students can learn and grow as productive citizens in the school community.

SKILLS/EXPERIENCE:

- Excellent interpersonal, oral and written communication skills, public & media relations and public speaking, diplomacy, math aptitude, organization, planning, professionalism, reading skills, computer literacy, and time management skills.

DEPARTMENT PLANNING ADVANCEMENT

- Act as the instructional leader of the district; sets and provides annual goals, targets, or benchmarks and the monitoring process, to be used to assess efficiency in the targeted areas.
- Develop and oversees the implementation of the budget according to the financial needs and priorities of the district.
- Facilitate provision of an annual list of goals, targets, or benchmarks for human resource services related to (recruitment, retention, staffing organization, compensation and benefits, staff recognition and support).
- Facilitate provision of annual goals, targets and rationale for all Academy programs.

EFFECTIVE SUPERVISION IMPLEMENTATION

- Keep the Board of Directors informed of significant issues as they arise.
- Facilitate provision of information on how the district determines deficiencies or areas for improvement in instruction and curriculum.
- Prepare and recommend to the Board of Directors a budget in line with established assumptions and district priorities.
- Oversee and facilitate a program of student services, tied to defined goals and objectives.
- Ensure that all Board of Directors and administration policies are effectively explained and implemented.

RESULTS AND DATA MANAGEMENT

- Facilitate provision of a trend of ongoing improvement as reflected in longitudinal data according on student scores.
- Respond in a timely and complete manner to Board of Director requests for information/material that are consistent with board policy and established procedures.
- Effectively manage an assessment and improvement system for student learning in the major academic subjects that results in the ongoing improvement in student achievement.
- Acquire and implement new technology to positively influence staff professional growth, and student progress.
- Provide an annual report of district success toward meeting the year's goals, targets, or benchmarks and instructional areas needing attention, as revealed by the system.
- Prepare and present before the Board of Directors quarterly financial reports showing implementation compared to adopted budget, and end of year results that are generally consistent with adopted budget.

ORGANIZATION, COMMUNICATION, INTERPERSONAL QUALITIES

- Provide information detailing the districts internal and external communication strategies.
- Provide evidence of methods for community and business involvement in schools.
- Maintain a positive and productive working relationship with all Academy stakeholders.

Job Description: Business Manager

Reports To: Lead Administrator

Employed By: DeTour Area Schools

BASIC FUNCTIONS:

- Schedule, plan, assign, review, and manage the Academy's accounting, financial, and business services.
- Establish and supervise accounting procedures.
- Conduct accounting analysis and prepare financial statements.
- Assist the Superintendent in all aspects of budget preparation, planning, analysis, and monitoring.

EDUCATION/TRAINING:

- Any combination equivalent to a bachelor's degree in business administration, finance, accounting or related field, with a specialization in public or school administration.
- Minimum of 5 years of experience in administrative positions with financial management/accounting responsibilities for a school district with multiple business functions.
- Specific financial management experience in at least three or more of the following areas would be desirable: accounting, budgeting, auditing, finance, insurance, or information systems.
- Must comply with all applicable laws related to the Administrator's certificate.
- Must meet continuing education requirements as prescribed by rules promulgated by the State of Michigan, as applicable.

RESPONSIBILITIES:

DEPARTMENT PLANNING

- Advise the Superintendent concerning district accounting and financial services, budget, fiscal stability of district programs, and internal controls.
- Recommend and assist in the formulation and implementation of policies and procedures related to fiscal activities; performs analytical studies in the formulation and implementation of new policies and procedures.
- Identify and recommend methods to improve operational procedures and internal controls.
- Plan and organize budget control records, and the proper receipt and disbursement of funds, cafeteria accounting, pupil attendance, special projects, internal auditing and other fiscal activities.

SUPERVISION AND IMPLEMENTATION

- Supervise and evaluate the work of the accounting staff within the Academy, including budget control records, and the proper receipt and disbursement of funds, cafeteria accounting, pupil attendance, special projects, internal auditing and other fiscal activities.

RESULTS AND DATA MANAGEMENT

- Maintain records of expenditures and income, fund balances, reserves and appropriations, and prepares regular reports concerning District financial conditions.
- Prepare journal vouchers and makes adjusting and closing entries; prepares, plans and supervises activities related to year-end closing.
- Process bank deposits, and reconciles bank accounts and balance sheets with school's accounting system.
- Supervise all transactions related to payroll and other employee benefits.
- Prepare general journal adjustments and accruals, reviews trial balance in order to prepare monthly financial statements.
- Invoice tracking to ensure prompt payment of outstanding invoices.

REPORTING AND COMPLIANCE

- Maintain the integrity of the accounting systems/records. Assures that financial income and expenditure transactions and records are in compliance with federal, state, and county rules, regulations and requirements and that district's policies and procedures are met; assures compliance with audit requirements.
- Prepare yearly reports as required by the Department of Education (School Meals yearend Report, Transportation Expenditures Report, and Special Education Actual Cost Report).
- Develop the annual budgets, and budget amendments as required by the Board of Directors.
- Prepare year-end financials and schedules needed by CPA firm.
- Prepare and present clear and concise financial analysis and reports.
- Analyze and interpret legislation affecting school fiscal and budgetary operations.

PROFESSIONAL LEARNING

- Coordinate, participate, and oversee all financial meetings and activities.
- Attend staff meetings and training sessions as needed.
- Serve on applicable committees.

ORGANIZATION, COMMUNICATION AND INTERPERSONAL QUALITIES

- Maintain communication with various district and county departments and personnel to answer questions, obtain information and resolve issues; provides information concerning related accounting functions.
- Communicate with vendors and employees to arrange payment or resolve discrepancies as necessary; assists assigned personnel with difficult and complex issues.
- Perform all duties with quality, efficiency and loyalty.
- Perform other duties as may be assigned.

SKILLS/EXPERIENCE:

Knowledge of:

- Accounting and fiscal control procedures and methods Theory and practice of modern school management applicable to such functions as accounting, payroll, budget, internal auditing, purchasing, contract administration, management information systems, records retention.

- Organization, personnel supervision, staff training, and management development techniques.
- Financial analysis and record keeping techniques.
- Laws applicable to financial procedures and funding in public schools, and the Michigan Department of Education Code provisions pertaining to school accounting, and procedures for handling state and federal funds, legal contracts and other binding agreements.

Ability to:

- Speak and write clearly and concisely.
- Establish and maintain effective working relationships.
- Succinctly operate a variety of office equipment.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met to successfully perform the essential functions of this job. Must occasionally lift and/or move up to 25 pounds.

Job Description: Administrative Assistant

Reports To: Lead Administrator

Employed By: DeTour Area Schools

BASIC FUNCTIONS:

- Provide administrative support in handling day-to day clerical activities, and assisting in project based work in an accurate, confidential, and efficient manner.
- Perform various secretarial duties as may be requested.

EDUCATION/TRAINING:

- Associate's degree in business/ office administration or any related field or a combination of education and experience.

RESPONSIBILITIES:

ORGANIZATION AND PLANNING

- Provide assistance in completing project based work.
- Schedule and coordinate meetings and handles all necessary arrangements and preparations.
- Assist in planning, and organizing school wide, staff and community events.
- Access appropriate data and generate reports as necessary.

SUPERVISION AND IMPLEMENTATION

- Perform general clerical duties i.e., bookkeeping, copying, faxing, mailing and filing.
- Compile and generate report, spreadsheets; prepares databases; and creates presentations.
- Ensure accurate and timely submittal of assignments and reports.
- Attend school functions and staff meetings as requested.

REPORTING & COMPLIANCE

- Maintain accurate and up to date records and files of all activities.
- Organize and preserves paper and computer files for ready reference and efficient operation.
- Monitor deadlines and due dates, and ensures timely completion of assignments.

COMMUNICATION & ADMINISTRATIVE QUALITIES

- Create and process letters, memos, messages, faxes and emails.
- Compose and distribute newsletters, flyers and other publications as assigned.
- Maintain professional and positive communication with all stakeholders.
- Treat all Academy information as confidential.
- Perform all duties with quality, efficiency and commitment to the school and its management.

SKILLS/EXPERIENCE:

- Critical thinking skills, management and organizational skills, organizational skills, verbal and written communication skills, math aptitude, diplomacy, computer and keyboarding

skills.

PHYSICAL DEMANDS:

Must occasionally lift and/or move up to 25 pounds.

Job Description: K-5 Teacher (self-contained)

Reports To: Lead Administrator

Employed By: DeTour Area Schools

BASIC FUNCTIONS:

Responsible for implementation of the instructional program as assigned. The incumbent must provide the students with the instructional tools needed to develop the necessary skills that are required to exceed the State of Michigan Education requirements.

QUALIFICATIONS

- Highly Qualified according to State and Federal Requirements.
- Certified for the position held.
- Criminal background check required.

RESPONSIBILITIES:

CURRICULUM

- Align instructional methods/practices with Academy curriculum.
- Ensure lesson delivery that aligns with state standards and the Common Core State Standards.
- Incorporate numerous real-world, communication skill-based lesson activities that infuse technology and art.

INSTRUCTIONS

- Ensure a safe and productive climate for learning.
- Differentiate lessons to meet all students' needs within classroom.
- Use various high-yield instructional strategies / resources to meet varying learning styles and abilities.
- Fully integrate technology into lesson delivery.
- Provided focused classroom time on teaching and learning.
- Link instruction to real-life situations.
- Follow a consistent schedule and maintain procedures/routines.
- Handle administrative tasks quickly and efficiently.
- Set clearly articulated high expectations for self and students.
- Purposefully link learning objectives and activities.
- Organize content for effective presentation.
- Develop learning opportunities that will appropriately build critical thinking skills.

EVALUATION

- According to curriculum goals and objectives, implement a balanced assessment system provided by The Academy to assess program effectiveness on student achievement.
- Responsible for administering standardized testing.
- Use formative, summative, and project-based assessments to monitor students' progress.
- Develop/implement appropriate rubric-based assessments to measure student content mastery.

- Make timely, well-informed, data-based referrals for intervention as expected in the MTSS program.

ORGANIZATION

- Organize classroom setting and daily functions that support the Academy's mission and expectation.
- Handle routine tasks promptly, efficiently, consistently.
- Demonstrate effective classroom management that insists upon mutual respect and high expectations that are described in Academy handbooks.
- Establish effective routines for daily tasks and needs.
- Orchestrate smooth transitions and continuity of classroom momentum.

CLASSROOM MANAGEMENT

- Investigate and respond to inappropriate behavior promptly.
- Implement and reinforce classroom norms / behavior expectations fairly and consistently.
- Reinforce and reiterate expectations for positive behavior.
- Use appropriate disciplinary measures as prescribed by Student Code of Conduct.
- Use positive language.

LEADERSHIP

- Instill respect in students by consistently enforcing all School policies and procedures.
- Work with individuals to resolve community issues that support the Academy's mission.
- Develop positive parental relationships to support student achievement and school mission.
- Prepare appropriately/ actively participate in all staff meetings, departmental meetings, in-service trainings, and parent-student-teacher conferences.
- Meet regularly to coordinate effective learning opportunities for all - professional learning community, cross-curricular lesson coordination, etc.
- Actively participate in coordinating co-curricular and extra-curricular activities.

ADMINISTRATIVE DUTIES

- Maintain accurate records - attendance, grades, discipline, etc.
- Submit lesson plans as determined by District Superintendent.
- Prepare and submit timely reports and other required documents.
- Give clear, specific, and timely feedback to students' parent/guardian.
- Actively participate in grade level and content level meetings.

OTHER DUTIES AS ASSIGNED:

- All other duties assigned.

Job Description: 6-12 Subject Area Teachers

Reports To: Lead Administrator

Employed By: DeTour Area Schools

BASIC FUNCTIONS:

Responsible for implementation of the instructional program as assigned. The incumbent must provide the students with the instructional tools needed to develop the necessary skills that are required to exceed the State of Michigan Education requirements.

QUALIFICATIONS

- Highly Qualified according to State and Federal Requirements.
- Certified for the position held.
- Criminal background check required.

RESPONSIBILITIES:

CURRICULUM

- Align instructional methods/practices with Academy curriculum.
- Ensure lesson delivery that aligns with state standards and the Common Core State Standards.
- Incorporate numerous real-world, communication skill-based lesson activities that infuse technology and art.

INSTRUCTION

- Ensure a safe and productive climate for learning.
- Differentiate lessons to meet all students' needs within classroom.
- Use various high-yield instructional strategies/ resources to meet varying learning styles and abilities.
- Fully integrate technology into lesson delivery.
- Provided focused classroom time on teaching and learning.
- Link instruction to real-life situations.
- Follow a consistent schedule and maintain procedures/routines.
- Handle administrative tasks quickly and efficiently.
- Set clearly articulated high expectations for self and students.
- Purposefully link learning objectives and activities.
- Organize content for effective presentation.
- Develop learning opportunities that will appropriately build critical thinking skills.

EVALUATION

- According to curriculum goals and objectives, implement a balanced assessment system provided by The Academy to assess program effectiveness on student achievement.
- Responsible for administering standardized testing.
- Use formative, summative, and project-based assessments to monitor students' progress.
- Develop/implement appropriate rubric-based assessments to measure student content mastery.

- Make timely, well-informed, data-based referrals for intervention as expected in the MTSS program.

ORGANIZATION

- Organize classroom setting and daily functions that support the Academy's mission and expectation.
- Handle routine tasks promptly, efficiently, consistently.
- Demonstrate effective classroom management that insists upon mutual respect and high expectations that are described in Academy handbooks.
- Establish effective routines for daily tasks and needs.
- Orchestrate smooth transitions and continuity of classroom momentum.

CLASSROOM MANAGEMENT

- Investigate and respond to inappropriate behavior promptly.
- Implement and reinforce classroom norms / behavior expectations fairly and consistently.
- Reinforce and reiterate expectations for positive behavior.
- Use appropriate disciplinary measures as prescribed by Student Code of Conduct.
- Use positive language.

LEADERSHIP

- Instill respect in students by consistently enforcing all School policies and procedures.
- Work with individuals to resolve community issues that support the Academy's mission.
- Develop positive parental relationships to support student achievement and school mission.
- Prepare appropriately / actively participate in all staff meetings, departmental meetings, in-service trainings, and parent-student-teacher conferences.
- Meet regularly to coordinate effective learning opportunities for all - professional learning community, cross-curricular lesson coordination, etc.
- Actively participate in coordinating co-curricular and extra-curricular activities.

ADMINISTRATIVE DUTIES

- Maintain accurate records - attendance, grades, discipline, etc.
- Submit lesson plans as determined by District Superintendent.
- Prepare and submit timely reports and other required documents.
- Give clear, specific, and timely feedback to students' parent/guardian.
- Actively participate in grade level and content level meetings.

OTHER DUTIES AS ASSIGNED

- All other duties assigned.

Job Description: Middle/High School Online Instructional Staff and Mentor Teachers

Reports To: Lead Administrator

Employed By: EUP Schools

BASIC FUNCTION

This position is responsible for implementation of the instructional program as assigned. The incumbent must provide the students with the instructional tools needed to develop the necessary skills that are required to exceed the State of Michigan Education requirements.

QUALIFICATIONS

- Highly Qualified according to State and Federal Requirements.
- Certified for the position held.
- Criminal background check required.

RESPONSIBILITIES:

CURRICULUM

- Align instructional methods/practices with DATA curriculum.
- Ensure lesson delivery that aligns with state standards and Common Core State Standards.
- Incorporate numerous real-world, communication skill-based lesson activities that infuse technology.

INSTRUCTION

- Ensure a safe and productive climate for learning.
- Differentiate lessons to meet all students' needs within the course.
- Use various high-yield instructional strategies/ resources to meet varying learning styles and abilities.
- Incorporate project-based lessons that build skills in a variety of areas.
- Fully integrate technology into lesson delivery.
- Link instruction to real-life situations.
- Handle administrative tasks quickly and efficiently.
- Set clearly articulated high expectations for self and students.
- Purposefully link learning objectives and activities.
- Organize content for effective presentation.
- Develop learning opportunities that will appropriately build critical thinking skills.

EVALUATION

- According to curriculum goals and objectives, implement a balanced assessment system provided by the Academy in order assess program effectiveness / student achievement.
- Use formative, summative, and project-based assessments to monitor students' progress.
- Develop/implement appropriate rubric-based assessments to measure student content mastery.

LEADERSHIP

- Instill respect in students by consistently enforcing all School policies and procedures.
- Work with individuals to resolve community issues that support the Academy's mission.
- Develop positive parental relationships to support student achievement/ school mission.
- Prepare appropriately/ actively participate in all staff meetings, departmental meetings, in-service trainings, and parent-student-teacher conferences.
- Meet regularly to coordinate effective learning opportunities for all – professional learning community, cross-curricular lesson coordination, etc.
- Actively participate in coordinating co-curricular and extra-curricular activities.

ADMINISTRATIVE DUTIES

- Maintain accurate records - attendance, grades, discipline, etc.
- Prepare and submit timely reports and other required documents.
- Give clear, specific, and timely feedback to students' parent/guardian.

OTHER DUTIES AS ASSIGNED

- All other duties assigned.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met to successfully perform the essential functions of this job. Must occasionally lift and/or move up to 25 pounds.

Job Description: Special Education Teacher

Reports To: Lead Administrator

Employed By: DeTour Area Schools

BASIC FUNCTIONS:

- Performs the functions outlined in the Michigan Administrative Rules for Special Education, with emphasis in Inclusion.
- Provides direct and indirect services to students, parents, and Academy staff.

QUALIFICATIONS

- Bachelor's Degree in education or related education field.
- Certified for the position held.
- Strong technology skills (especially with Microsoft Office products).
- Team player track record.
- Excellent attendance.

RESPONSIBILITIES:

CURRICULUM

- Align instructional methods/practices with DATA curriculum.
- Ensure lesson delivery that aligns with state standards and Common Core State Standards.
- Incorporate numerous real-world, communication skill-based lesson activities that infuse technology.

INSTRUCTION

- Ensure a safe and productive climate for learning.
- Differentiate lessons to meet all students' needs within classroom.
- Use various high-yield instructional strategies/ resources to meet varying learning styles and abilities.
- Fully integrate technology into lesson delivery.
- Provided focused classroom time on teaching and learning.
- Link instruction to real-life situations.
- Follow a consistent schedule and maintain procedures/routines.
- Handle administrative tasks quickly and efficiently.
- Set clearly articulated high expectations for self and students.
- Purposefully link learning objectives and activities.
- Organize content for effective presentation.
- Develop learning opportunities that will appropriately build critical thinking skills.

EVALUATION

- According to curriculum goals and objectives, implement a balanced assessment system provided by the Academy in order assess program effectiveness on student achievement.
- Responsible for administering standardized testing.
- Use formative, summative, and project-based assessments to monitor students' progress.
- Develop/implement appropriate rubric-based assessments to measure student content

mastery.

- Make timely, well-informed, data-based referrals for intervention as expected in the MTSS program.

ORGANIZATION

- Organize classroom setting and daily functions that support the Academy's mission and expectation.
- Handle routine tasks promptly, efficiently, consistently.
- Demonstrate effective classroom management that insists upon mutual respect and high expectations that are described in Academy handbooks.
- Establish effective routines for daily tasks and needs.
- Orchestrate smooth transitions and continuity of classroom momentum.

CLASSROOM MANAGEMENT

- Investigate and respond to inappropriate behavior promptly.
- Implement and reinforce classroom norms / behavior expectations fairly and consistently.
- Reinforce and reiterate expectations for positive behavior.
- Use appropriate disciplinary measures as prescribed by Student Code of Conduct.
- Use positive language.

LEADERSHIP

- Instill respect in students by consistently enforcing all School policies and procedures.
- Work with individuals to resolve community issues that support the Academy's mission.
- Develop positive parental relationships to support student achievement and school mission.
- Prepare appropriately/ actively participate in all staff meetings, departmental meetings, in-service trainings, and parent-student-teacher conferences.
- Meet regularly to coordinate effective learning opportunities for all - professional learning community, cross-curricular lesson coordination, etc.
- Actively participate in coordinating co-curricular and extra-curricular activities.

ADMINISTRATIVE DUTIES

- Maintain accurate records - attendance, grades, discipline, etc.
- Submit lesson plans as determined by the District Superintendent
- Prepare and submit timely reports and other required documents.
- Give clear, specific, and timely feedback to students' parent/guardian.
- Actively participate in grade level and content level meetings.

OTHER DUTIES AS ASSIGNED

- All other duties assigned.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Must occasionally lift and/or move up to 25 pounds.

Job Description: Vocal/Instrumental Music (Grades K-12)

Reports To: Lead Administrator

Employed By: DeTour Area Schools

BASIC FUNCTIONS:

This position is responsible for instructing students in the field of music to students by creating an environment favorable to learning and personal growth in accordance with each student's ability.

QUALIFICATIONS

- Must hold at least a bachelor's degree.
- Highly Qualified according to State and Federal Requirements.
- Certified for the position held.

RESPONSIBILITIES:

CURRICULUM

- Align instructional methods/practices with DATA curriculum.
- Ensure lesson delivery aligns with state standards.
- Incorporate numerous real-world, communication skill-based lesson activities that infuse technology.

INSTRUCTION

- Teach knowledge and skills in the field of music, which may include general,
- instrumental or choral music to K-12 students utilizing the course of study approved by the School Board.
- Provide individual and small group instruction in order to adapt curriculum to the needs of the students with varying intellectual abilities.
- Develop instructional plans and organize class time to provide a balanced program of instruction, demonstration, and working time.
- Instruct students in proper care and use of instruments and equipment
- Ensure a safe and productive climate for learning.
- Differentiate lessons to meet all students' needs within classroom.
- Use various high-yield instructional strategies/ resources to meet varying learning styles and abilities.
- Fully integrate technology into lesson delivery.
- Provided focused classroom time on teaching and learning.
- Link instruction to real-life situations.
- Follow a consistent schedule and maintain procedures/routines.
- Handle administrative tasks quickly and efficiently.
- Set clearly articulated high expectations for self and students.
- Purposefully link learning objectives and activities.
- Organize content for effective presentation.
- Develop learning opportunities that will appropriately build critical thinking skills.

EVALUATION

- According to curriculum goals and objectives, implement a balanced assessment system provided by the Academy in order to assess program effectiveness on student achievement.
- Responsible for administering standardized testing.
- Use formative, summative, and project-based assessments to monitor students' progress.
- Develop/implement appropriate rubric-based assessments to measure student content mastery.
- Make timely, well-informed, data-based referrals for intervention as expected in the MTSS program.

ORGANIZATION

- Organize classroom setting and daily functions that support the Academy's mission and expectation.
- Handle routine tasks promptly, efficiently, consistently.
- Demonstrate effective classroom management that insists upon mutual respect and high expectations that are described in Academy handbooks.
- Establish effective routines for daily tasks and needs.
- Orchestrate smooth transitions and continuity of classroom momentum.
- Organize storage areas and control use of materials and instruments to prevent loss or abuse.

CLASSROOM MANAGEMENT

- Investigate and respond to inappropriate behavior promptly.
- Implement and reinforce classroom norms/behavior expectations fairly and consistently.
- Reinforce and reiterate expectations for positive behavior.
- Use appropriate disciplinary measures as prescribed by Student Code of Conduct.
- Use positive language.

LEADERSHIP

- Instill respect in students by consistently enforcing all School policies and procedures.
- Work with individuals to resolve community issues that support the Academy's mission.
- Develop positive parental relationships to support student achievement and school mission.
- Prepare appropriately/actively participate in all staff meetings, departmental meetings, in-service trainings, and parent-student-teacher conferences.
- Meet regularly to coordinate effective learning opportunities for all – professional learning community, cross-curricular lesson coordination, etc.
- Actively participate in coordinating co-curricular and extra-curricular activities.

ADMINISTRATIVE DUTIES

- Maintain accurate records - attendance, grades, discipline, etc.
- Submit lesson plans as determined by the District Superintendent.
- Prepare and submit timely reports and other required documents.
- Give clear, specific, and timely feedback to students' parent/guardian.
- Actively participate in grade level and content level meetings.

OTHER DUTIES AS ASSIGNED

- All other duties assigned.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Must occasionally lift and/or move up to 25 pounds.

Job Description: Physical Education Teacher (Grades K-12)

Reports To: Lead Administrator

Employed By: DeTour Area Schools

BASIC FUNCTIONS:

The incumbent must provide the instructional tools to enhance physical activity knowledge, personal and social skills, motor skills and physical activity and fitness levels to equip students with the knowledge to be active for life.

EDUCATION/TRAINING:

- Must hold at least a bachelor's degree.
- Certified for the position held.

RESPONSIBILITIES:

CURRICULUM

- Align instructional methods/practices with DATA curriculum.
- Ensure lesson delivery that aligns with state standards and Common Core State Standards.
- Incorporate numerous real-world, communication skill-based lesson activities that infuse technology. Prepares for classes assigned and shows written evidence of preparation upon request of supervisor(s).
- Creates a classroom environment that is conducive to learning and appropriate to the maturity and interests of the students.
- Prepares Lesson plans that are aligned with curriculum maps for the grade level/subject area, and includes activities for differentiated instruction to meet the varied learning styles, abilities, and needs of students in a culturally sensitive environment.

INSTRUCTION

- Ensure a safe and productive climate for learning.
- Differentiate lessons to meet all students' needs within classroom.
- Use various high-yield instructional strategies/ resources to meet varying learning styles and abilities.
- Fully integrate technology into lesson delivery.
- Provided focused classroom time on teaching and learning.
- Link instruction to real-life situations.
- Follow a consistent schedule and maintain procedures/routines.
- Handle administrative tasks quickly and efficiently.
- Set clearly articulated high expectations for self and students.
- Purposefully link learning objectives and activities.
- Organize content for effective presentation.
- Develop learning opportunities that will appropriately build critical thinking skills.

EVALUATION

- According to curriculum goals and objectives, implement a balanced assessment system provided by the Academy in order assess program effectiveness on student achievement.

- Responsible for administering standardized testing.
- Use formative, summative, and project-based assessments to monitor students' progress.
- Develop/implement appropriate rubric-based assessments to measure student content mastery.
- Make timely, well-informed, data-based referrals for intervention as expected in the MTSS program.

ORGANIZATION

- Organize classroom setting and daily functions that support the Academy's mission and expectation.
- Handle routine tasks promptly, efficiently, consistently.
- Demonstrate effective classroom management that insists upon mutual respect and high expectations that are described in Academy handbooks.
- Establish effective routines for daily tasks and needs.
- Orchestrate smooth transitions and continuity of classroom momentum.

CLASSROOM MANAGEMENT

- Investigate and respond to inappropriate behavior promptly.
- Implement and reinforce classroom norms / behavior expectations fairly and consistently.
- Reinforce and reiterate expectations for positive behavior.
- Use appropriate disciplinary measures as prescribed by Student Code of Conduct.
- Use positive language.

LEADERSHIP

- Instill respect in students by consistently enforcing all School policies and procedures.
- Work with individuals to resolve community issues that support the Academy's mission.
- Develop positive parental relationships to support student achievement and school mission.
- Prepare appropriately / actively participate in all staff meetings, departmental meetings, in-service trainings, and parent-student-teacher conferences.
- Meet regularly to coordinate effective learning opportunities for all – professional learning community, cross-curricular lesson coordination, etc.
- Actively participate in coordinating co-curricular and extra-curricular activities.

ADMINISTRATIVE DUTIES

- Maintain accurate records - attendance, grades, discipline, etc.
- Submit lesson plans as determined by District Superintendent.
- Prepare and submit timely reports and other required documents.
- Give clear, specific, and timely feedback to students' parent/guardian.
- Actively participate in grade level and content level meetings.

OTHER DUTIES AS ASSIGNED

- All other duties assigned.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Must occasionally lift and/or move up to 25 pounds.

Job Description: Technology Educator (K-12)

Reports To: Lead Administrator

Employed By: DeTour Area Schools

BASIC FUNCTIONS:

This position is responsible for instructing students while integrating technology into curriculum delivery.

EDUCATION/TRAINING:

- Must hold at least a bachelor's degree.
- Valid Michigan Certification, endorsement in NP, ND, TX, or MR preferred, but not required.

RESPONSIBILITIES:

CRITICAL COMPONENTS - MAJOR DUTIES

CURRICULUM:

- Align instructional methods/practices with DATA curriculum.
- Ensure lesson delivery that aligns with state standards and Common Core State Standards.
- Incorporate numerous real-world, communication skill-based lesson activities that infuse technology.

INSTRUCTION

- Ensure a safe and productive climate for learning.
- Differentiate lessons to meet all students' needs within classroom.
- Use various high-yield instructional strategies/ resources to meet varying learning styles and abilities.
- Fully integrate technology into lesson delivery.
- Provided focused classroom time on teaching and learning.
- Link instruction to real-life situations.
- Follow a consistent schedule and maintain procedures/routines.
- Handle administrative tasks quickly and efficiently.
- Set clearly articulated high expectations for self and students.
- Purposefully link learning objectives and activities.
- Organize content for effective presentation.
- Develop learning opportunities that will appropriately build critical thinking skills.

EVALUATION

- According to curriculum goals and objectives, implement a balanced assessment system provided by the Academy in order assess program effectiveness on student achievement.
- Responsible for administering standardized testing.
- Use formative, summative, and project-based assessments to monitor students' progress.
- Develop/implement appropriate rubric-based assessments to measure student content mastery.

- Make timely, well-informed, data-based referrals for intervention as expected in the MTSS program.

ORGANIZATION

- Organize classroom setting and daily functions that support the Academy's mission and expectation.
- Handle routine tasks promptly, efficiently, consistently.
- Demonstrate effective classroom management that insists upon mutual respect and high expectations that are described in Academy handbooks.
- Establish effective routines for daily tasks and needs.
- Orchestrate smooth transitions and continuity of classroom momentum.

CLASSROOM MANAGEMENT

- Investigate and respond to inappropriate behavior promptly.
- Implement and reinforce classroom norms / behavior expectations fairly and consistently.
- Reinforce and reiterate expectations for positive behavior.
- Use appropriate disciplinary measures as prescribed by Student Code of Conduct.
- Use positive language.

LEADERSHIP

- Instill respect in students by consistently enforcing all School policies and procedures.
- Work with individuals to resolve community issues that support the Academy's mission.
- Develop positive parental relationships to support student achievement and school mission.
- Prepare appropriately/ actively participate in all staff meetings, departmental meetings, in-service trainings, and parent-student-teacher conferences.
- Meet regularly to coordinate effective learning opportunities for all - professional learning community, cross-curricular lesson coordination, etc.
- Actively participate in coordinating co-curricular and extra-curricular activities.

ADMINISTRATIVE DUTIES

- Maintain accurate records - attendance, grades, discipline, etc.
- Submit lesson plans as determined by Learning Leader.
- Prepare and submit timely reports and other required documents.
- Give clear, specific, and timely feedback to students' parent/guardian.
- Actively participate in grade level and content level meetings.

OTHER DUTIES AS ASSIGNED

- All other duties assigned.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Must occasionally lift and/or move up to 25 pounds.

Job Description: Art Educator (K-12)

Reports To: Lead Administrator

Employed By: DeTour Area Schools

BASIC FUNCTIONS:

This position is responsible for instructing students in the visual arts.

EDUCATION/TRAINING:

- Must hold at least a bachelor's degree.
- Certified for the position held.

RESPONSIBILITIES:

CRITICAL COMPONENTS - MAJOR DUTIES

CURRICULUM

- Align instructional methods/practices with DATA curriculum.
- Ensure lesson delivery that aligns with state standards and Common Core State Standards.
- Incorporate numerous real-world, communication skill-based lesson activities that infuse technology.

INSTRUCTION

- Ensure a safe and productive climate for learning.
- Differentiate lessons to meet all students' needs within classroom.
- Use various high-yield instructional strategies/ resources to meet varying learning styles and abilities.
- Fully integrate technology into lesson delivery.
- Provided focused classroom time on teaching and learning.
- Link instruction to real-life situations.
- Follow a consistent schedule and maintain procedures/routines.
- Handle administrative tasks quickly and efficiently.
- Set clearly articulated high expectations for self and students.
- Purposefully link learning objectives and activities.
- Organize content for effective presentation.
- Develop learning opportunities that will appropriately build critical thinking skills.

EVALUATION

- According to curriculum goals and objectives, implement a balanced assessment system provided by the Academy in order assess program effectiveness on student achievement.
- Responsible for administering standardized testing.
- Use formative, summative, and project-based assessments to monitor students' progress.
- Develop/implement appropriate rubric-based assessments to measure student content mastery.
- Make timely, well-informed, data-based referrals for intervention as expected in the MTSS program.

ORGANIZATION

- Organize classroom setting and daily functions that support the Academy's mission and expectation.
- Handle routine tasks promptly, efficiently, consistently.
- Demonstrate effective classroom management that insists upon mutual respect and high expectations that are described in Academy handbooks.
- Establish effective routines for daily tasks and needs.
- Orchestrate smooth transitions and continuity of classroom momentum.

CLASSROOM MANAGEMENT

- Investigate and respond to inappropriate behavior promptly.
- Implement and reinforce classroom norms / behavior expectations fairly and consistently.
- Reinforce and reiterate expectations for positive behavior.
- Use appropriate disciplinary measures as prescribed by Student Code of Conduct.
- Use positive language.

LEADERSHIP

- Instill respect in students by consistently enforcing all School policies and procedures.
- Work with individuals to resolve community issues that support the Academy's mission.
- Develop positive parental relationships to support student achievement and school mission.
- Prepare appropriately / actively participate in all staff meetings, departmental meetings, in-service trainings, and parent-student-teacher conferences.
- Meet regularly to coordinate effective learning opportunities for all - professional learning community, cross-curricular lesson coordination, etc.
- Actively participate in coordinating co-curricular and extra-curricular activities.

ADMINISTRATIVE DUTIES

- Maintain accurate records - attendance, grades, discipline, etc.
- Submit lesson plans as determined by Learning Leader.
- Prepare and submit timely reports and other required documents.
- Give clear, specific, and timely feedback to students' parent/guardian.
- Actively participate in grade level and content level meetings.

OTHER DUTIES AS ASSIGNED

- All other duties assigned.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Must occasionally lift and/or move up to 25 pounds.

Job Description: Custodian

Reports To: Lead Administrator

Employed By: EduStaff

BASIC FUNCTIONS:

Maintain the school building in a clean, presentable and orderly condition.

EDUCATION/TRAINING:

High School diploma preferred with at least one year of custodial/ janitorial experience.

RESPONSIBILITIES:

DEPARTMENT PLANNING

- Maintain cleanliness and order of school building at all times by monitoring interior and exterior of school campus and any other areas assigned.
- Schedule days and times to conduct regular custodial checks to ensure all areas are clean and sanitary.
- Become familiar with the special skills and techniques required in dealing with chemicals and waste.

SUPERVISION AND IMPLEMENTATION

- Clean the building and maintain it in top shape throughout the day.
- Handle all cleaning chemicals properly in accordance with Supervisor's and manufacturer's instructions.
- Ensure that paper products, soap and air fresheners are always available and properly stocked.
- Dispose trash bags and waste properly.
- Clean, polish and sanitize bathrooms on a regular basis throughout the day.
- Vacuum, dust and clean offices, classrooms, gym and health/fitness center as scheduled/needed.
- Prevent hazardous situations by immediately cleaning up any spills and following safety procedures.

RESULTS AND DATA MANAGEMENT

- Keep a custodial log and document any problems/concerns that may occur.
- Observe the higher traffic areas during the day and notes to clean the areas after these times.

REPORTING AND COMPLIANCE

- Report unusual circumstances, safety & compliance concerns to appropriate supervisor(s).
- Follow high standards of sanitation and safety procedures.

PROFESSIONAL LEARNING

- Perform routine self-evaluation to identify areas of strengths and needs and seek ways to improve and enhance work related skills.
- Participates in staff meetings, trainings, conferences, courses or other aspects of

professional growth.

ORGANIZATION, COMMUNICATION AND INTERPERSONAL QUALITIES

- Maintain positive interpersonal relationships with all children, parents/guardians and fellow staff.
- Performs all duties with commitment to the school.
- Performs other duties as assigned.

SKILLS/EXPERIENCE:

- Good work habits.
- Ability to read, understand, follow, and enforce directions and safety procedures.
- Ability to lift and manipulate heavy objects.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met to successfully perform the essential functions of this job. Responsibility may include heavy lifting and carrying, walking and standing for extended periods of time, and working outside in all types of weather.

Job Description: Office Secretary

Reports To: Lead Administrator

Employed By: DeTour Area Schools

BASIC FUNCTIONS:

To perform all assigned responsibilities in an efficient manner by coordinating all main office activities including student enrollment, staff and student attendance, student enrollment, record keeping, phone activities, communication with parents, students, and staff.

EDUCATION/ TRAINING

- High school diploma is required, associate degree is preferred.

RESPONSIBILITIES:

DEPARTMENT PLANNING

- Maintain student records and files in an organized and accessible manner.
- Maintain an organized office calendar and schedules meetings and appointments as needed.
- Maintain and updates postings on bulletin board in the main office and teacher's lounge.
- Maintain inventory of office supplies and order additional supplies as needed.
- Keep supply rooms well organized.
- Operate standard office equipment including photocopy machine, computer, and telephone.
- Arrange maintenance for office equipment as needed.

SUPERVISION AND IMPLEMENTATION

- Report to the supervisor all complaints related to maintenance, facility, supply needs, discipline and keep records of all the complaints and action.
- Attend staff meetings as well as training sessions as may be required.
- Attend school events as requested.

RESULTS AND DATA MANAGEMENT

- Input school data and records into the computer and generates statistical reports: Enrollment, transportation, purchases, directories (students & parents, staff, and vendors), and attendance.
- Provide administrative support for special projects to include research, compiling data and preparation of summary reports based on results.

REPORTING AND COMPLIANCE

- Manage the Academy's main office.
- Handle all student enrollment packets, files, correspondence, and reports.
- Record and keep student and staff attendance, student tardy & early dismissal, visitors' record, staff time cards and substitutes and generates reports as needed by the HR department and the school Supervisor to meet the requirements of local and state authorities.
- Input into the computer and keeps up-to-date all student immunization data and records.

- Prepare attendance reports and documents for auditors as may be needed.
- Process all necessary intake forms for new students in accordance with state and local guidelines.
- Adhere to all established policies, procedures and code of ethics.

PROFESSIONAL LEARNING

- Perform routine self-evaluation to develops goals to enhance work related skills and knowledge.
- Attend Staff meetings and training sessions as may be needed.
- Participate in training programs, conferences, courses or other aspects of professional growth.
- Attend parent-teacher-student conferences, open houses, orientations, and other Academy events.
- Assist with necessary training for staff.

ORGANIZATION, COMMUNICATION, AND INTERPERSONAL QUALITIES

- Assist parents and students as needed.
- Establish and maintains positive interpersonal relationships with all stakeholders.
- Answers multi-line telephone system; take accurate messages; screen and direct calls professionally.
- Prepare outgoing mail.
- Create correspondences, records, reports, memos and flyers as assigned.
- Perform all duties with quality, efficiency and commitment to the school.

SKILLS/EXPERIENCE:

Interpersonal skills, oral communication skills, written communication skills, telephone etiquette, professionalism, filing, organization, time management, computer literacy, keyboard, proofreading skills, prior general office experience is required.

PHYSICAL DEMANDS:

The physical demands described here are representative of those that must be met by the employee to successfully perform the essential functions of this job. Must occasionally lift and/or move up to 25 pounds.

Job Description: Food Services Coordinator/Cook

Reports To: Lead Administrator

Employed By: EduStaff

BASIC FUNCTIONS:

To manage and oversee all aspects of the food services program in a manner that is efficient and in line with the district's guidelines and procedures.

EDUCATION/TRAINING:

- High school diploma or equivalent.
- Food Handlers Permit.

RESPONSIBILITIES:

DEPARTMENT PLANNING

- Prepare and plan school meals menu to meet the USDA nutritional requirements.
- Prepare and cook meals as may be needed following established protocols and guidelines.
- Adhere to sanitation and safety procedures, standard food preparation and kitchen operations as stated in the Michigan Food Code.
- In collaboration with parents, plan and prepare alternative menus for kids with special needs.
- Coordinate all school functions involving food service.

SUPERVISION AND IMPLEMENTATION

- Supervise and manage all food preparation and line service.
- Supervise, train, and evaluate Lunch Server Staff.
- Observe and assess students' preferences to continuously improve the food service.
- Monitor equipment and facility use and coordinate maintenance and repairs as necessary.

RESULTS AND DATA MANAGEMENT

- Conduct student/parent survey and utilize results to make improvements to the food service program.
- Perform self-evaluation and department assessment to ensure efficiency and effectiveness of the food service program.

REPORTING AND COMPLIANCE

- Ensure quality meals are served to all students while overseeing all aspects of the food service operations.
- Assist with reporting requirements, on-site reviews, snack reviews, and free-reduced meal applications.
- Manage all aspects of food service program in compliance with MDE requirements and regulations.

PROFESSIONAL LEARNING

- Perform routine self-evaluation to identify ways to improve and enhance work related skills.
- Participate in meetings, trainings, conferences, courses or other aspects of professional growth.
- Attend parent-teacher conferences, open houses, and orientations, and other school events as required.

ORGANIZATION, COMMUNICATION, AND INTERPERSONAL QUALITIES

- Responsible for canceling lunch and delivery cancellations when required.
- Maintain up-to-date files and food service calendar in an organized and accessible.
- Establish and maintains positive team spirit among all staff and school community.
- Perform all duties with quality, efficiency and commitment to the school.

SKILLS/EXPERIENCE:

Basic computer skills, written and oral communication and leadership skills.

PHYSICAL DEMANDS:

The employee must occasionally lift and/or move up to 25 pounds.

EDUCATIONAL SERVICES PROVIDER AGREEMENT

BETWEEN

DETOUR ARTS AND TECHNOLOGY ACADEMY

AND

DETOUR PUBLIC SCHOOLS

JULY 1, 2023 - JUNE 30, 2030

EDUCATIONAL SERVICES PROVIDER AGREEMENT

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EDUCATIONAL SERVICES PROVIDER AGREEMENT

THIS EDUCATIONAL SERVICES PROVIDER AGREEMENT (the “**Agreement**”) is made and entered into as of the 1st of July, 2023, by and between **DETOUR ARTS AND TECHNOLOGY ACADEMY**, a body corporate and Michigan public school academy (the “**Academy**”), located at 202 S. Division, PO Box 24, DeTour Village, Michigan, 49725-0429, and **DETOUR AREA SCHOOLS**, a body corporate and general powers school district (the “**District**”), located at 202 S. Division, PO Box 429, DeTour Village, Michigan 49725-0429, (individually “**each Party**” and collectively, the “**Parties**”).

RECITALS

A. The Academy is organized and operated under Part 6A of the Michigan Revised School Code (“**Code**”), MCL 380.501-380.507 and pursuant to a charter contract (“**Contract**”) issued effective July 1, 2023 by the Lake Superior State University (“**LSSU**” or “**University**”) Board of Trustees (“**Authorizing Body**” or “**University Board**”) in response to an application for reauthorization (“**Application**”) submitted to the Authorizing Body by or on behalf of the Academy, which is incorporated into the Contract.. The Contract between the Academy and Authorizing Body, and all amendments to the Contract, are collectively referred to in this Agreement as the “**Contract.**” This Agreement shall be subject to and comply with the terms and conditions of the Contract, all of which are incorporated by reference into this Agreement.

B. The Academy is organized and administered under the direction of a board of directors (“**Academy Board**”) and has the power, authority, and duties established in the Code and the Contract, specifically including the authority: (1) to enter into binding legal agreements with persons or entities, including general powers school districts, as necessary for the operation, management, financing, and maintenance of the Academy; (2) to enter into an agreement for comprehensive educational, administrative, management, or instructional services, or staff to the Academy; and (3) with the approval of its Authorizing Body, to employ or contract with personnel as necessary for the operation of the Academy.

C. The District has the authority to enter into an agreement with the Academy to provide services to the Academy or to pupils of the Academy and to charge a fee for those services, and has the expertise, training, capacity, and qualifications to perform the business, administrative, educational support, and human resource services contemplated under this Agreement.

D. The Academy and District desire to continue to work together to bring educational excellence and innovation to the DeTour area, based upon the Academy’s mission, educational goals and curriculum, and policies.

E. In order to maintain an innovative educational program at the Academy, the Parties desire to establish this arrangement for the operation, management, and maintenance of the Academy.

Therefore, for good and valuable consideration, including the mutual promises and benefits contained in this Agreement, the Parties agree as follows:

ARTICLE I
DESCRIPTION OF SERVICES AND RELATIONSHIP OF PARTIES

1.1. Services. Subject to the terms and conditions of this Agreement, the Academy contracts with the District, to the extent permitted by law, for the services detailed in Appendix A (“Services”). The Services shall be provided in accordance with the educational goals, curriculum, methods of pupil assessment, methods to be used to monitor compliance with performance of targeted educational outcomes, admission policy and criteria, school calendar and school day schedule, and age and grade range of pupils to be enrolled, as adopted by the Academy Board and included in the Contract issued by the University Board to the Academy. The respective responsibilities of the District and the Academy under this Agreement are set forth with greater specificity in Articles III and IV of this Agreement.

1.2. Status of the Parties. The District is a body corporate and a Michigan general powers school district authorized by the Code and is not a division or a part of the Academy. The Academy is a body corporate and governmental entity authorized by the Code, and is not a division or part of the District. Except as expressly provided in this Agreement, no agent or employee of the District shall be deemed to be the agent or employee of the Academy, and no agent or employee of the Academy shall be deemed to be the agent or employee of the District. Each Party shall be solely responsible for its acts and omissions, and for the acts and omissions of its agents, employees and non-Party contractors. The relationship between the District and the Academy is based solely on the terms of this Agreement, and the terms of any other written agreements between the District and the Academy.

1.3. No Related Parties. The District 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. Academy Board members, Academy Board employees (if any), and their respective family members (as set forth in the LSSU Charter Schools Office ESP Guidelines) shall not have any direct or indirect employment, contractual, or management interest in the District. None of the voting power of the Academy Board will be vested in the District or its board of education, members, officers, and employees, and none of the voting power of the Board of Directors of the District will be vested in the Academy or its directors, members, managers, officers and employees (if any). Furthermore, the Academy and the District 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.

1.4. No Power to Obligate or Bind State of Michigan, LSSU, University Board, District, or District Board. The Academy has no authority whatsoever to enter into any contract or other agreement that would financially obligate the State of Michigan, LSSU, the University Board, the District, or the District Board. Nor does the Academy have any authority whatsoever to make any representations to lenders or third parties that the State of Michigan, LSSU, the University Board, the District, or the District Board in any way guarantee, or are financially obligated, or in any way responsible, for any contract, mortgage, loan or other instrument of indebtedness entered into by the Academy.

1.5. Personnel Qualifications. Personnel assigned by the District to perform services under this Agreement for the Academy shall be fully certificated, licensed, approved, or otherwise qualified to perform the functions assigned pursuant to and in conformance with the provisions of the Code, and other applicable statutes or regulations, pertinent to the work performed under this Agreement. The District will not furnish any personnel to the Academy who would be ineligible for employment by the Academy if such person(s) were instead employed directly by the Academy under the above statutory and regulatory provisions concerning certification, licensure, approval, and qualifications. To enable the Academy to comply with its reporting and other obligations under the Michigan Public School Employees Retirement Act, 1980 PA 300, as amended, the District: (1) shall promptly notify the Academy in writing of the identity of any individual employed or assigned by the District to perform services at the Academy who is a retirant from the Michigan Public School Employees Retirement System (MPERS); and (2) shall provide information on a pay period basis regarding any such individual's wages or amounts paid and hours of service under this Agreement, as necessary for the Academy to report on a schedule and in such manner as may be determined from time to time by the Office of Retirement Services. MCL38.1342(6).

1.6. Background Checks. The District and the Academy have independent duties under Sections 1230 and 1230a of the Code, MCL 380.1230 and 380.1230a. Pursuant to the requirements of Sections 1230 and 1230a of the Code, the District shall, with regard to all individuals engaged by the District and assigned under this Agreement to regularly and continuously work in any of the Academy's facilities or at program sites where the Academy delivers educational programs and services: (a) request, receive, review and maintain a criminal history check through the Michigan State Police, as well as a criminal records check through the Federal Bureau of Investigation; and/or (b) comply with alternative criminal background check procedures when applicable, pursuant to MCL 380.1230 and 380.1230a. The District shall obtain, from each of its employees, agents, or other individuals assigned to regularly and continuously work in the Academy's facilities or at a program site where educational programs and Services are delivered under this Agreement, written consent, as necessary, for the District to provide access to the Academy's authorized recipient, upon request, to review the report or result of the criminal history check and criminal records check ("CHRI") pertaining to the employee, agent, or other individual pursuant to the authorization set forth in Sections 1230(4), (11), (12) and 1230a(4), (11), (12) of the Code. The Academy's authorized recipient shall review the CHRI on each individual assigned under this Agreement to perform services at the Academy and shall perform a criminal history check on that individual using the department of state police's internet criminal history access tool (ICHAT), ensuring that this criminal history check is based on the personal identifying information, including at least the individual's name, sex, and date of birth, that was associated with the results received from the District. For purposes of this provision, the Academy's authorized recipient means one or more members of the Academy Board, or the individual assigned to perform Lead Administrator services at the Academy, provided that individual is employed either by the District or by the Academy.

The District agrees that it shall not assign any of its employees, agents or other individuals to perform any services under this Agreement where such individuals would regularly and continuously work in the Academy's facilities or program sites if such person has been convicted of any of the following offenses:

- A. Any “listed offense” as defined under Section 2 of the Sex Offenders Registration Act, MCL 28.722; or
- B. Any offense enumerated in Sections 1535a or 1539b of the Code, MCL 380.1535a; 380.1539b; or
- C. Any felony. Provided, that with prior written approval of the District Board, District Superintendent and the Academy Board (and the Academy’s Lead Administrator, if any) an individual who has been convicted of a felony (other than a “listed offense” as defined above) and who is regularly and continuously providing services under this Agreement at the Academy’s facilities or program sites may be permitted to perform such services when, in the judgment of the Academy Board (and the Academy’s Lead Administrator, if any), that individual’s presence will not pose a danger to the safety or security of the Academy’s students or personnel assigned to the Academy; or
- D. Any misdemeanor conviction involving sexual or physical abuse as those terms are defined in Sections 1230(10) and 1230a(8) of the Code; or
- E. Any offense of a substantially similar enactment (to those enumerated in paragraphs A-D, above) of the United States or another State; or
- F. Any other offense that would, in the judgment of the Academy Board, create a potential risk to the safety and security of students serviced by the Academy or personnel assigned to the Academy.

The Academy reserves the right to refuse the District’s assignment of any individual, agent, contractor, or employee of the District to render Services under this Agreement where the criminal record history of that individual (including any pending criminal charges) indicate, in the judgment of the Academy Board, unfitness to perform Services under this Agreement. In the event that, after assigning an individual, agent, contractor, or employee to perform Services under this Agreement, the District discovers previously unknown criminal record history or subsequently arising criminal charges or convictions regarding that individual, the District shall disclose this criminal record history or development to the Academy Board to permit the Academy Board to determine, in its judgment, the continuing fitness of the individual to perform Services under this Agreement.

The Parties agree that the Academy shall be responsible for the costs associated with the criminal history checks and criminal records checks (or alternatives) required pursuant to the terms of this Agreement and which are accomplished in order to comply with Sections 1230 and 1230a of the Code with respect to the District’s employees, agents, and contractors.

1.7. Independent Contractors. In the performance of Services under this Agreement, the District (its employees, agents, and contractors) shall be regarded at all times as performing Services as independent contractors of the Academy. Consistent with that status, the District reserves to itself the right to designate the means and methods of accomplishing the objectives and

purposes of this Agreement and the Academy shall not exercise (or have the right to exercise) control or direction over the means and methods utilized by the District in providing Services under this Agreement. Notwithstanding the foregoing, during the term of this Agreement, the Academy may disclose Confidential Data and Information (as defined in Article VI of this Agreement) to the District (its employees, agents or contractors) to the extent permitted by applicable law, including without limitation, the Family Educational Rights and Privacy Act (FERPA), 20 USC 1232(g); Section 1136 of the Code, MCL 380.1136; the Individuals with Disabilities Education Act (IDEA), 20 USC 1401 *et seq*; Section S04 of the Rehabilitation Act of 1973, 29 USC 794a; 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 – 1329d-8; the federal Privacy Act of 1974, 5 USC 552a; and the Michigan Social Security Number Privacy Act, MCL 445.84. During the term of this Agreement, the Academy shall define the term “school official” in its annual FERPA notice to include contracted services providers with legitimate educational interests in compliance with FERPA regulations, including 34 CFR 99.7(a)(3)(iii) and 34 CFR 99.31(a)(1)(i)(B).

1.8. District Employment Responsibilities. The District shall have the responsibility and authority to determine the staffing levels required by the District to fulfill its obligations to the Academy under this Agreement, consistent with Schedule 5 of the Contract, the Academy’s budget, and Article V of this Agreement (Fee).

1.8.1 Discretion and Control. The District shall be regarded, designated, and considered to be the employer with respect to all individuals whom the District may select, employ, and assign to provide Services under this Agreement. The District shall be exclusively and solely responsible for selecting, compensating, hiring, retaining, evaluating, disciplining, dismissing and otherwise regulating the employment conditions, employment rights, compensation and other similar matters relative to all individuals whom the District employs in connection with providing Services under this Agreement. Provided, however, that to the extent required by Sections 1249, 1249b and 1250 of the Code, MCL 380.1249, 380.1249b and 380.1250, the District shall: (a) utilize a rigorous, transparent, and fair annual performance evaluation system for teachers and school administrators; (b) implement a method of compensation for its teachers and school administrators assigned to perform services for the Academy that includes job performance and job accomplishments as a significant factor in determining compensation and additional compensation; (c) incorporate into the District’s compensation system a rigorous, transparent and fair evaluation system that will evaluate the performance of the individuals the District assigns to perform the services of a teacher or school administrator under this Agreement, at least in part, based upon data on student growth as measured by assessments and other objective criteria and (d) shall cooperate with the Academy as necessary for the Academy Board (or its designee) to evaluate the performance of any individual assigned under this Agreement to perform the responsibilities of Lead Administrator for the Academy, to the extent required by Section 1249b(1)(a) of the Code, MCL 380.1249b(1)(a). To the extent that the District may subcontract any or all aspects of the Services it agrees to provide to the Academy under this Agreement, the District represents that it shall include in any subcontracted Services agreement provisions comparable to those contained in this Article I, inclusive of subparts, to identify the

employer of any person providing services under a contracted services agreement or, in the absence of an employer and in the case of an independent contractor, to expressly provide that the service provider is an individual independent contractor, and is not intended to be, and shall not be regarded as, an employee of the Academy.

1.8.1.a. Constraints of Budget and Educational Program. All decisions made by the District, and any discretion exercised by the District, in its selection, evaluation, assignment, discipline, and transfer of personnel under this Agreement, shall be consistent with the parameters adopted and included in the Budget (Section 3.1 and 3.4), and the Educational Goals and Program (Section 3.3), and applicable law.

1.8.1.b. Lead Administrator. The District shall have the authority, consistent with Section 1.8 of this Agreement, inclusive of its subparts, to select, supervise, and discipline the individual that the District assigns to perform the services of Lead Administrator of the Academy, and to hold the Lead Administrator accountable for the performance of the Academy. The Lead Administrator may, in the discretion of the District, be assigned to the Academy on a full-time or part-time basis. If assigned to the Academy on a part-time basis, the Lead Administrator also may be assigned by the District to work at other schools. To facilitate the Academy Board's performance of its governance function, the District shall timely notify the Academy Board with respect to an actual or anticipated change in the individual that the District assigns to perform the administrative services of Lead Administrator for the Academy under this Agreement.

1.8.1.c. Administrators and Teachers. The District shall have the authority, consistent with Section 1.8 of this Agreement, inclusive of its subparts, to select, supervise, and discipline the individuals that the District assigns to perform administrative and/or teaching services for the Academy under this Agreement. The District shall determine the number of administrators and teachers and the applicable grade levels and certification subject areas required for operation of the Academy, consistent with controlling law, the Contract, and the Academy Budget. The District shall provide the Academy with such teachers, qualified in the grade levels and subject areas as required by the Academy. The curriculum taught by such teachers shall be the curriculum prescribed in Schedule 7d of the Contract and consistent with applicable law. Such administrators and/or teachers may, in the discretion of the District, be assigned to the Academy on a full-time or part-time basis. If assigned to the Academy on a part-time basis, such administrators and/or teachers also may be assigned by the District to work at other schools. To facilitate the Academy Board's performance of its governance function, the District shall timely notify the Academy Board with respect to actual or anticipated changes in the personnel that the District assigns to perform administrative and/or teaching services for the Academy under this Agreement.

1.8.1.d. Support Staff. The District shall have the authority, consistent with Section 1.8 of this Agreement, inclusive of its subparts, to select, supervise, and

discipline the individuals that the District assigns to perform support staff services for the Academy under this Agreement. Consistent with the Contract and the Academy Budget, the District shall determine the number and functions of Support Staff required for the operation of the Academy. The District shall provide the Academy with qualified staff to efficiently operate the Academy in accordance with the Contract, this Agreement, and controlling law. The Support Staff may, in the discretion of the District, be assigned to work at the Academy on a full-time or part-time basis and, if assigned on a part-time basis, also may be assigned by the District to work at other schools. To facilitate the Academy Board's performance of its governance function, the District shall timely notify the Board of actual or anticipated changes in the personnel the District assigns to provide support staff services for the Academy under this Agreement.

1.8.2 Payment of Salaries and Benefits. The District shall pay all salaries, wages, benefits, payroll, and other taxes to or on account of its employees and is responsible for paying employees leased to the Academy or working on Academy operations irrespective of whether the District receives an advancement of its costs or the payment of services from the Academy. To the extent that the District may subcontract any or all aspects of the Services it agrees to provide to the Academy under this Agreement, the District represents that it shall include comparable language in any subcontractor agreement between itself and a subcontractor to provide for the payment of salaries, wages, benefits, payroll and other taxes, and expressly providing that the Academy is not intended, and shall not be construed, to be the employer of any subcontractor. The Academy shall not be liable for the payment of any such salaries, wages, benefits, payroll or taxes thereon for or on behalf of any District employee, contractor or agent. The District's employees, contractors, and agents are not entitled to receive any compensation, benefits or other amenities in any form from the Academy, including, but not limited to, mileage, conference fees and other expenses. However, the compensation of all individuals (employees, agents, contractors) working at the Academy shall be included in the Budget (Section 3.4). To permit the Academy Board to fulfill its fiduciary duties in reviewing and adopting the Academy's budget and to perform its due diligence in evaluating the reasonableness of fees paid to the District under this Agreement, the District shall disclose to the Academy Board, upon request and/or as required by law, the level of compensation and fringe benefits provided by the District to the persons or entities that the District employs or engages to provide Services at the Academy.

1.8.3 Payroll Taxes and Deductions. The District acknowledges and agrees that it is the sole and exclusive responsibility of the District to make the requisite tax filings, deductions, and payments to the appropriate federal, state, and local tax authorities for and on behalf of all persons employed or engaged by the District to provide Services under this Agreement. No part of the District's fees (nor the fees of any subcontractors) shall be subject to withholding by the Academy for payment of social security, unemployment or disability insurance or any other similar state or federal tax obligations. The District (its agents or subcontractors) shall be solely and exclusively responsible for any taxation consequences to it or its employees as a result of the District's engagement under this Agreement.

1.8.4 Training. The District shall provide (and/or contract to provide) training in the methods, curriculum, program, and technology adopted by the Academy Board 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 the District determines reasonable and necessary under the circumstances.

1.8.5 Non-Compete Contracts. The District represents and warrants that it shall not require its administrative, supervisory, instructional or support personnel who provide services to the Academy under this Agreement (whether employees or contracted service providers of the District) to sign, as a condition of employment, hire, or engagement, a non-compete, no hire, or similar contract provision which would preclude such an employee or contracted service provider from being employed by the Academy or another educational services provider at, or for the benefit of, the Academy, in the event that the District is no longer an educational services provider to the Academy.

1.9 Claims Relating to District's Employees/Subcontractors/Agents. The District shall be responsible for answering, defending and/or resolving any and all claims arising from the assignment and performance of its employees or agents to carry out the Services under this Agreement. However, nothing in this Section is intended, nor shall be construed or implemented, to prohibit the District from including provisions in any subcontracted Services agreement that it may execute with a subcontractor assigning responsibility to the subcontractor to answer, defend and/or resolve any and all claims arising from the assignment and performance of the subcontractor (or its employees or agents) to carry out Services for the Academy.

These claims shall include, but shall not be limited to: proceedings before the Michigan Employment Relations Commission; the National Labor Relations Board; proceedings for unemployment compensation benefits; claims for workers' compensation disability benefits; claims of unlawful discrimination brought before any state or federal agency or court; claims or grievances for breach of contract; and any other claims of whatsoever kind or character arising from or which are attributable to the performance of Services by employees or agents of the District in connection with this Agreement.

All costs (including legal fees) incurred in connection with the defense of the foregoing matters and any resulting judgments shall be the sole and exclusive responsibility of the District.

1.10 Compliance with Academy Policies. The District agrees that the individuals it assigns to the Academy under this Agreement will abide by those policies of the Academy which are applicable to performance of Services under this Agreement including, but not limited to, policies pertinent to:

- A. Corporal punishment/physical contact with students/seclusion and restraint;
- B. Non-discrimination;
- C. Child abuse and neglect reporting;
- D. Sexual harassment;

- E. Confidentiality of student records and student record information;
- F. Bloodborne pathogens exposure control;
- G. Administration of medication to pupils;
- H. Communicable diseases;
- I. Alcohol/controlled substance possession and use;
- J. Copyright; and
- K. Emergency Procedures (Fire Drills, evacuations).

The District and the Academy will cooperate in orientation of the District’s employees to the above policies.

1.11 Professional Standards. The District agrees that the individuals it assigns to the Academy under this Agreement will adhere to professional standards and will perform all Services required under this Agreement in a manner consistent with generally accepted proficiency and competency for the type and nature of Services rendered.

ARTICLE II

TERM OF AGREEMENT AND TERMINATION DURING TERM

2.1 Term. (a) This Agreement shall commence on July 1, 2023 (“Effective Date”) and, unless otherwise terminated as elsewhere provided in this Agreement (including termination or reconstitution under Section 13.5.1), shall remain in full force and effect until June 30, 2030 (“Termination Date”).

(b) 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 Services Provider (“ESP”) (or self-management) is in effect, subject to the Lake Superior State University Charter Schools Office (“CSO”) approval; or (ii) the end of the current school year in which the termination is invoked.

2.2 Pro-Rata Payment. In the event that this Agreement is terminated during its term as provided in this Agreement, the Academy will pay the District for its Services performed under this Agreement up to and including the date of termination. Any funds remitted by the Academy to the District in excess of the pro-rata charges for Services performed by the District up to and including the date of termination will be returned to the Academy by the District. Any such amounts owed by either Party to the other shall be paid within thirty (30) days of the date of termination of this Agreement.

2.3 Surviving Provisions. Section 1.9 (Claims Relating to the District’s Employees/Subcontractors/Agents), Article VI (Confidentiality and Data Security), Article VII (Intellectual Property), Section 8.1 (General Liability Insurance) and Article XII (Alternative Dispute Resolution) of this Agreement survive the expiration or termination of this Agreement for any reason.

2.4 Termination by District for Cause. Subject to Sections 2.1(b), 2.7, and 13.5.1, the District may, at its option, terminate this Agreement prior to the end of the applicable term specified

in Section 2.1(a) of this Agreement in the event the Academy Board fails to remedy a material breach within thirty (30) days after written notice from the District. A material breach includes but is not limited to: the District's failure to receive, for any reason not attributable to its own acts or omissions (or those of its employees, subcontractors or agents), compensation or reimbursement as required by the terms of this Agreement.

2.5 Termination by Academy for Cause. Subject to Sections 2.1(b), 2.7, and 13.5.1, The Academy may terminate this Agreement prior to the end of the applicable term specified in Section 2.1(a) of the Agreement in the event that the District shall fail to remedy a material breach within thirty (30) days after written notice from the Academy Board. A material breach includes, but is not limited to: (1) 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); (2) failure to substantially follow policies, procedures, rules, regulations or curriculum duly adopted by the Academy Board that are not in violation of the Contract, this Agreement, or law; (3) failure to abide by and meet the Educational Goals as set forth in the Contract; (4) assignment of employees or subcontractors to perform Services under this Agreement in violation of law or the Agreement; or (5) if this Agreement or its implementation would serve as grounds for revocation of the Academy's Contract.

2.6 Termination Due to Insolvency. Subject to Sections 2.1(b), 2.7, and 13.5.1, this Agreement may be terminated by either Party in the event the other Party is declared bankrupt or insolvent, or if a receiver is appointed or any proceedings are commenced, voluntarily or involuntarily, by or against such Party under any bankruptcy or similar law and such status is not cured within sixty (60) days from its occurrence.

2.7 Maximum Term of 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 the Academy's Contract is suspended, revoked, terminated or expires without further action of the Parties.

2.8 Retention of Personal Property. Upon termination or expiration of this Agreement, the District shall have the right to retain equipment and other assets owned or leased by the District (or its agents). Equipment and other assets owned by the Academy or leased by the Academy from third parties other than the District shall remain the property of the Academy (or the respective third Party).

2.9 Transition. In the event of termination or expiration of this Agreement, or Agreement termination due to Contract revocation, reconstitution, termination or non-renewal, the District shall, to the extent consistent with the scope of Services required to be provided by the District to the Academy under this Agreement, do the following without additional 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 District), if any; (v) the amount owed by the District to the Academy, if any; (vi) organize and prepare student records for transition to the new ESP, self-management or in the case of a school closure, transfer to a student's new school as designated by the student's parent / legal guardian or to a person or entity authorized to hold such records; (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 District to the Academy.

ARTICLE III

OBLIGATIONS OF THE DISTRICT

3.1 Responsibility under the Academy's Contract. The District shall be responsible and accountable to the Academy Board for the management, operation, administration, and performance of the Academy in accordance with the Contract and this Agreement. The District's responsibility is expressly limited by: (i) the Academy's budget which is to be submitted and approved by the Academy Board as provided in Section 3.5 of this Agreement ("Budget"); and (ii) the availability of revenue to pay for the Services. Subject to Section 3.5 (Expenditures), neither the District nor the Academy shall be allowed to expend Academy funds on Services in excess of the amount set forth in the Budget.

3.2 Compliance with Academy's Contract. The District agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Academy's Contract issued by the Lake Superior State University Board of Trustees. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement.

3.3 Educational Goals and Program. Subject to the oversight and authority of the Academy Board, the District agrees to implement the educational goals and programs as set forth in the Academy's Contract ("Educational Program"). In the event the District reasonably determines that it is necessary to make material modifications to the Educational Program, the District shall inform the Academy Board of the proposed changes and obtain Academy Board approval, which changes shall be incorporated, as necessary, into the Contract. Not less than twice per year, at the end of each academic semester, and as otherwise requested, the District will provide the Academy Board with updated reports on progress towards implementing each of the Academy's educational goals set forth in the Educational Program.

3.4 Specific Functions. Subject to the oversight and authority of the Academy Board, the District shall be responsible for:

- A. Implementation and administration of the Educational Program, including, without limitation, the acquisition of instructional materials and equipment and supplies necessary to implement the Educational Program and comply with Section 166c of the State School Aid Act, MCL 388.1766c, as amended (regarding adequate access for teachers and principals working in the Academy to basic instructional supplies) as well as administration of any and all extra-curricular and co-curricular activities and

programs approved by the Academy Board. Selection, hiring, management, training, professional development and/or supervision of all District personnel (employees, agents, sub-contractors) assigned by the District to perform Services at the Academy and management of all personnel functions.

- B. Operation and maintenance of school facilities (school building and school grounds), which the District shall rent, lease or otherwise provide for the Academy's use under the terms and conditions of a separate Lease Agreement.
- C. All aspects of the business administration of the Academy; provided, however, that the Academy Board shall be responsible for marketing and development. Marketing and development costs paid by or charged to the Academy shall be limited to those costs specific to the Academy's program and shall not include any costs for the marketing and development of the District.
- D. All aspects of the accounting operation, including budget preparation, presentation of the budget to the Academy Board, and the control of expenditures under the budget and the general appropriations act; general ledger management; and financial reporting, all in compliance with controlling law, including without limitation, the Uniform Budgeting and Accounting Act, MCL 141.421 *et seq*, the Budget Hearings of Local Governments Act, MCL 141.411 *et seq*, the Michigan Public School Accounting Manual; Bulletin 1011, Analysis of Michigan Public School Expenditures and Revenues; and applicable government accounting standards.
- E. Food service and transportation service for the Academy, if the Parties agree in writing that the District shall provide such service.
- F. Any other function necessary or expedient for the administration of the Academy.

3.5 Projected Budget. By not later than May 31st of each fiscal year, the District shall prepare and present to the Academy Treasurer a recommended annual projected Budget for the Academy for the next fiscal year.

3.6. Budget Detail. The Budget shall contain such detail as reasonably requested by the Academy Treasurer or the Academy Board and as required by the Contract and applicable law, including without limitation the UBAA; the Budget Hearings of local Governments Act, MCL 141.411 *et seq*, the Michigan Public School Accounting Manual; Bulletin 1011, Analysis of Michigan Public School Expenditures and Revenues; and applicable government accounting standards. The Budget shall include all projected expenses and costs reasonably associated with operating the Academy, including, but not limited to, the projected cost of all programs and Services to be provided by the District (its employees, agents or subcontractors) pursuant to the terms of this Agreement; leasehold and other lease obligations incurred by the Academy; maintenance and repairs of Academy facilities and capital improvements except as otherwise agreed upon; supplies and furnishings necessary to operate the Academy; all taxes of any kind that are assessed or imposed; insurance premiums; utilities; professional fees; and other costs and expenses connected to operating the

Academy. The Academy Board shall be responsible for determining the budget reserve amount included as part of the Academy's annual budget. In addition, the Academy Board is responsible for implementing fiscal policies that will assist the Academy in attaining the stated budget reserve amount.

3.7 Budget Approval. The Budget shall be prepared by the District and recommended by the Academy Treasurer to the Academy Board for consideration at a Budget Hearing for approval and held in accordance with the Budget Hearings of Local Government's Act, MCL 141.411, *et seq.* The Budget shall be amended from time to time as deemed necessary by the Academy Board to comply with applicable law.

3.8 Revenues. Except as otherwise provided, all monies received by the District on behalf of the Academy shall be deposited, within ten (10) business days of receipt, in the Academy Board's depository account with a financial institution acceptable to the Academy Board. No provision in this Agreement shall be construed to alter the Academy Board treasurer's legal obligation to direct that the deposit of all funds received by the Academy be placed in the Academy's depository account as required by applicable law. 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 (collectively referred to as "the Revenues"), including but not limited to:

- A. Basic Foundation Allowance (State Aid Funds) for pupils enrolled at the Academy.
- B. Special education funding provided by federal and/or state governments to the Academy that is directly allocable to special education students enrolled at the Academy.
- C. Talent development funding (a/k/a/ gifted and talented funding) provided by federal and/or state governments that is directly allocable to gifted and talented students enrolled at the Academy.
- D. At-risk funding provided by federal and/or state government that is directly allocable to at-risk students enrolled at the Academy.
- E. Funding provided by federal and/or state government that is directly allocable to students enrolled at the Academy with limited English proficiency.
- F. All other federal and/or state grant sources, including, but not limited to, Title I and any start-up funding allocable to the Academy.
- G. All other funding, grants and donations received by the Academy to support or carry out programs at the Academy.
- H. Fees charged to students as permitted by law for extra services approved by the Board.

- I. Provided, however, that Revenue shall not include funds raised by students, or parents/guardians of students, in specific student fundraising projects, or in class or student operated business enterprises.

3.9 Accurate Financial Records. The District shall keep accurate financial records pertaining to its operation of the Academy, together with all Academy financial records prepared by or in the possession of the District (“Financial Records”), and shall retain all of the Financial Records according to the Contract and applicable law to which such books, accounts, and records relate, and in any event for a period of not less than five (5) years from the close of the fiscal year to which such records pertain. The District and the Academy Board shall maintain the proper confidentiality of personnel, student, and other records as required by law and Article VI (Confidentiality and Data Security) for this Agreement. The District shall provide the Academy Board monthly financial statements that (at a minimum) include: a balance sheet, an object-level detailed statement of revenues, expenditures and changes in fund balance that includes a comparison of budget-to-actual information and an explanation of variances. The foregoing presentations shall be in a form and format acceptable to the Academy Board and are to be provided to all Academy Board members not less than five (5) working days prior to the Academy Board meeting at which the information will be presented and discussed.

3.10 Academy Records. The financial, educational and student records pertaining to the Academy (“Academy Records”) are Academy property 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 the Michigan Freedom of Information Act, MCL 15.231, *et seq.* All Academy Records shall be physically or electronically available to the Academy, the Academy’s independent auditor, and/or the CSO upon request at the Academy’s physical facilities. Except as prohibited under the Contract, applicable law, and the Confidentiality and Data Security provisions of this Agreement (Article VI), the Authorizing Body and the public shall have access to the Academy’s Records.

3.10.1 Compliance with Section 12.17 of Contract Terms and Conditions. The District 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 of the Contract Terms and Conditions.

3.11 Availability of Funds. The District shall only be required to perform its responsibilities under this Agreement to the extent that there are sufficient Revenues to make payments in accordance with the terms of the Budget.

3.12 Other Public School Academies. The Academy acknowledges that the District may enter, into similar educational and/or personnel services agreements with other entities, to the extent permitted by law. The District shall maintain separate accounts for expenses incurred by and on behalf of the Academy and other entities and shall reflect in the Academy’s financial records only those expenses incurred by or on behalf of the Academy. If the District incurs authorized reimbursable expenses on behalf of the Academy and other entities, then the District shall allocate, to the extent permitted by law, such expenses among all such affected entities, including the

Academy, on a prorated basis based upon the number of pupils enrolled at such affected entity, or upon such other equitable basis as is acceptable to the Parties.

3.13 Financial Reporting and Compliance with Section 503c. The District shall provide the Academy Treasurer, or Academy Board, as appropriate with:

- A. The recommended annual Budget as required by controlling law and the terms of this Agreement.
- B. Statements of Revenues, Expenditures and Changes in Fund Balance(s) detailing all revenues received, and all expenditures for services rendered or expenses incurred on behalf of the Academy, whether incurred on-site or off-site, upon request.
- C. Reports on Academy operations, finances, and student performance, which shall be provided to the Academy Board upon request, or as elsewhere provided in this Agreement, but not less frequently than two (2) times per year.
- D. Such other information as the Academy Board may request on a periodic basis to enable the Academy Board (i) to monitor and evaluate the quality of the services provided by the District to the Academy and the efficiency of the District's operation of the Academy; (ii) to reconcile the Fee paid to the District; and (iii) to timely provide all reports and information that the Academy is required to provide pursuant to the Contract and applicable law.
- E. Compliance with Section 503c. On an annual basis, the District 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 information is available. Within thirty (30) days of receipt of this information, the Academy Board shall make the information available on the Academy's website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this Agreement.

3.14 Purchases. In the event that the District makes purchases on behalf of the Academy with the Academy's funds, the District, acting on behalf of the Academy, shall comply with Section 1274 of the Code, MCL 380.1274, as if the Academy were making such purchases directly from a third party. Purchases made by the District on behalf of the Academy with the Academy's funds, such as instructional and/or curriculum materials, books, supplies, and equipment, will be the property of the Academy. The District shall disclose in writing to the Academy if the District acts as purchasing agent for any materials and supplies. With respect to any purchases made by the District at the request of or on behalf of the Academy, the District shall not include any added fees or charges with the cost of the equipment, materials, and/or supplies.

3.15 Subcontracts. The District reserves the right to subcontract, to the extent permitted by law, any and all aspects of the Services it agrees to provide to the Academy under this Agreement, including, but not limited to transportation and/or food service. However, the District

shall not subcontract the management, oversight or operation of the teaching and instructional program, except as specifically permitted in this Agreement or with the prior written approval of the Academy Board.

3.16 Place of Performance. The District reserves the right to perform functions other than instruction, such as purchasing, professional development, and administrative functions, off-site, unless prohibited by the Contract or applicable law.

3.17 Educational Facilities. Pursuant to the terms and conditions of a separate lease Agreement, the Academy has leased facilities owned by the District for use by the Academy.

3.18 Student Recruitment. The Academy Board shall be responsible for the recruitment of students. Students shall be selected in accordance with the procedures set forth in the Contract and in compliance with the Code and other applicable law.

3.19 Due Process and Student Discipline Hearings. The District (its employees, agents, and contractors) shall provide due process to students and student discipline hearings in conformity with the requirements of the Academy's Contract and applicable law regarding discipline, special education, confidentiality and access to records. The Academy Board shall retain the right to provide due process as required by law.

3.20 Legal Requirements. The District shall implement the Educational Program and fulfill its obligations under this Agreement in accordance with the Contract and applicable law.

3.21 Rules and Procedures. The District shall recommend to the Academy Board reasonable rules, regulations, and procedures applicable to the Academy and is authorized and directed by the Academy Board to enforce such rules, regulations and procedures adopted by the Academy Board.

3.22 School Year and School Day. The school year and the school day schedule for the Academy shall comply with applicable State law and be as approved by the Academy Board and required under the Contract. The District may recommend changes to the Academy's school year and/or the school day schedule, so long as such proposed changes comport with applicable State law and the Contract.

3.23 Pupil Performance Standards and Evaluation. The District shall implement pupil performance evaluations that permit evaluation of the academic progress of each Academy student. The District shall be responsible and accountable to the Academy Board for the academic performance of students who are enrolled at the Academy. The District will utilize pupil performance evaluations and assessment strategies required by the terms of the Contract and applicable law. The Academy Board and the District will cooperate in good faith to identify measures of overall Academy performance and individual/cohort goals for student performance that include, without limitation, parent/guardian satisfaction.

3.24 Services to Students with Disabilities and Special Education. The District shall provide special education programs and services to eligible students with disabilities who attend the

Academy in conformity with Appendix A and the requirements of applicable law. The District may subcontract as necessary and appropriate for the provision of such programs and services to students with disabilities. Such programs and services shall be provided in a manner that complies with applicable law including the execution of agreements (if any) as may be necessary to comply with Section 1751 of the Code, MCL 380.1751.

3.25 Contract between the Academy and Authorizing Body. The District will not act in a manner that causes or would cause the Academy to be in breach of its Contract.

3.26 Notice of Financial Emergency. The District shall notify the Academy Board if a financial emergency exists, or has within the last five (5) years existed, within the District under the Local Financial Stability and Choice Act (2012 PA 436).

3.27 Unusual Events. The District agrees to timely notify the Academy Board of any anticipated or known: (i) material 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 Contract, this Agreement or applicable law.

ARTICLE IV

OBLIGATIONS OF ACADEMY BOARD

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

4.2 Assistance to the District. The Academy Board shall cooperate with the District in furnishing all information and submitting all forms and reports required under this Agreement, including timely notice of all Academy Board meetings. To the extent permitted by law, the Academy Board shall timely furnish the District all documents and information necessary for the District to properly perform its responsibilities under this Agreement.

4.3 Unusual Events. The Academy Board agrees to timely notify the District of any anticipated or known: (i) material health or safety issues; (ii) labor, employee, or funding problems, or (iii) problems of any type that could adversely affect the District in complying with its responsibilities under this Agreement.

4.4 Chief Administrative Officer. The Academy Board shall designate its Treasurer as Chief Administrative Officer of the Academy for purposes of the Uniform Budgeting and Accounting Act (UBAA), MCL 141.421 *et seq*, or another Board Member if such functions are provided to another member pursuant to the Board Bylaws. Neither the District nor any District officer, director, employee or agent shall be designated as the Chief Administrative Officer of the Academy, but a District employee may assist an Academy Board member who is the Chief Administrative Officer in carrying out their responsibilities.

4.5 Expenditures from Depository Account. The signatories on the Academy's depository account shall only be Academy Board members properly designated annually by Academy Board resolution. Interest income earned on the Academy's depository account shall accrue to the Academy. Authorized signatories shall timely disburse funds from the Academy Board's depository account on behalf of the Academy for the purposes and uses authorized pursuant to the terms of this Agreement. Failure of the authorized signatories to timely disburse funds due to the District under this Agreement constitutes unavailability of revenue for purposes of Section 3.1 of this Agreement. The Revenues shall be expended only in accordance with the Budget and as otherwise authorized by the Academy Board. The Academy's authorized signatories shall not expend the Revenues in such a way as to deviate materially from the provisions of the Budget without Academy Board approval (except where the deviation is less than the amount budgeted). The expenditure of Revenues received from governmental entities shall be consistent with all applicable regulations and policies, and in the case of private donations, according to applicable, lawful directives of the donor. Revenues received from nongovernmental grants, contributions and donations shall be expended consistent with the provisions of Article X (Solicitation of Non-Governmental Funds) of this Agreement.

4.6 Review of Operational Budget. The Academy Board shall be responsible for reviewing, revising and approving the annual Budget in accordance with the Contract and applicable law.

4.7 Annual Audit. The Academy Board shall select, retain and pay for an independent auditor to conduct an annual audit of the Academy's financial matters in accordance with the Academy's Contract and applicable law. Subject to applicable law, all records in the possession or control of the District that relate to the Academy, including, but not limited to, Financial Records, shall be made available to the Academy's independent auditor. The District may not select, retain, evaluate or replace the independent auditor for the Academy.

4.8 Retained Authority. No provision of this Agreement shall interfere with the Academy Board's exercise of its statutory, contractual, and fiduciary responsibilities governing the operation of the Academy, including its obligation and authority to act as an independent, self-governing public body. The Academy Board expressly retains the authority to adopt policies, rules, regulations and budgets relative to anything necessary for the proper establishment, maintenance, management, and carrying on of the Academy, including, without limitation: (1) regulations relative to the conduct of pupils anywhere on school premises, on a school bus or other school-related vehicle, or at a school sponsored activity or event whether or not it is held on school premises; and (2) policies governing the procurement of supplies, materials and equipment in compliance with Section 1274 of the Code, MCL 380.1274. No provision of this Agreement shall be interpreted to prohibit the Academy Board from acting as an independent, self-governing public body, or allow public decisions to be made other than in compliance with the Open Meetings Act.

4.9 Educational Consultant. The Academy Board may retain at its own expense an educational consultant to review the operations of the Academy and the performance of the District under this Agreement. The District shall cooperate with such consultant in the performance of his or her responsibilities to the Academy Board. Notwithstanding anything to the contrary in this Agreement, the District shall have no authority, absent express written authorization from the

Academy Board, to select, evaluate, assign, supervise, or control any consultant retained by the Academy Board.

ARTICLE V

FEES AND PAYMENT

The Academy shall pay to the District the Service Fee detailed in Appendix A to this Services Agreement as reasonable compensation for the Services provided by the District to the Academy during the term of this Agreement. The Academy Board may either pay or reimburse the District for approved fees or expenses upon properly presented documentation and approval by the Academy Board. No portion of the compensation paid by the Academy to the District under this Agreement shall be based on a share of the net profits of the Academy. No corporate costs or “central office” personnel costs of the District shall be charged to, or reimbursed by, the Academy. If the Service Fee provisions of this Agreement are determined to compromise the qualified use and tax-exempt nature of any Academy bond funded property, the Parties agree to renegotiate the Service Fee provisions as necessary to maintain the qualified use and tax exempt nature of any Academy bond funded property.

ARTICLE VI

CONFIDENTIALITY AND DATA SECURITY

6.1 Commitment to Preserve. The District agrees that it shall observe the policies and directives of the Academy to preserve the confidentiality of Covered Data and Information (defined in Subsection 6.2 below) to the extent that the District (its employees or agents) are permitted to access Covered Data and Information in the course of performing Services under this Agreement.

6.2 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 the District and includes, without limitation, “education records” and “education record information” as defined under the FERPA, Section 1136 of the Code, and the IDEA; “protected health information” as defined under HIPAA; “relevant records” as defined under Section S04; and social security numbers. CDI also includes any new records created and maintained by the District under this Agreement using CDI.

6.3 Acknowledgment of Access to CDI. The District acknowledges that this Agreement allows the District (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, the District (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, the District (its employees and agents) shall at all times make CDI available to the Academy within a reasonable time of receiving a request for same.

6.4 Prohibition on Unauthorized Use or Disclosure of CDI. The District (its employees and agents) agrees to hold CDI in strict confidence. The District (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. The District 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. The District 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 the District under this Agreement.

6.5 Return or Destruction of CDI. Upon termination or other conclusion of this Agreement, the District (its employees and agents) shall return all CDI to the Academy.

6.6 Maintenance of the Security of Electronic Information. The District (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 include subcontractors or Business Associates used by the District.

6.7 Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information. The District, within two business days of discovery, shall report to the Academy any use or disclosure of CDI not authorized by this Agreement or in writing by the Academy. The District'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 the District has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action the District has taken or shall take to prevent future similar unauthorized use or disclosure. The District shall provide such other information, including a written report, as reasonably requested by the Academy.

6.8 Remedies.

6.8.1 Notice and Opportunity to Cure. If the Academy reasonably determines in good faith that the District 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 the District to submit to a plan of monitoring and reporting; provide the District 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 written notice to the District describing the violation and the action it intends to take.

6.8.2 Statutory/Regulatory Penalties. In addition, the Parties understand and agree that the District 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 the District 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.

6.9 Amendment for Compliance. If the Academy believes in good faith that any data

security provision of this Agreement fails to comply with applicable laws or regulations, the Academy shall notify the District in writing. Within thirty (30) business days of receipt of such notice by the District, the Parties shall address in good faith the expressed concern(s) and shall amend the terms of this Agreement in accordance with the Contract and applicable University Board policies, 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 terminate this Agreement upon written notice to the District, subject to Section 2.1(b).

ARTICLE VII

INTELLECTUAL PROPERTY

7.1 District Owned Intellectual Property. Except as provided in Section 7.2 below, all drawings, writings, inventions, or any other materials produced by the District (its agents or employees) in the course of performing Services for the Academy under this Agreement (“Intellectual Property”), shall be the property of the District and shall be provided to the District prior to the termination of Services under this Agreement. The Academy agrees that it (and its officers; employees, if any; and agents) will execute any document or agreement necessary to effect these property rights without delay or cost to the District. The District may in its discretion grant to the Academy a non-exclusive license to use District owned Intellectual Property subject to such terms and conditions or may be agreed upon by the Parties.

7.2 Academy Owned Intellectual Property. The Academy shall own all proprietary rights to curriculum or educational materials (if any) that: (i) are both directly developed and paid for by the Academy; or (ii) were developed by the District at the direction of the Academy Board with Academy funds dedicated for the specific purpose of developing such curriculum or materials.

7.3 Marks. To the extent permitted by law, the Academy may label educational materials provided by the District during the term of this Agreement with the Academy’s name, colors, logos, and other marks associating the materials with the Academy. Neither Party may use the trademarks, service marks, mascot, or other identifying symbols (“Marks”) of the other Party, except as provided in this Agreement or with the prior written approval of the other Party.

7.4 Educational Materials and Teaching Techniques. The District recognizes that the District’s educational materials and teaching techniques used by the Academy are subject to disclosure to the extent required by the Revised School Code and the Freedom of Information Act.

ARTICLE VIII

LIABILITY, INSURANCE, and INDEMNITY

8.1 General Liability Insurance. Each Party shall be solely responsible for its acts and omissions and for the acts and omissions of its officers, employees, and agents in connection with the performance of its responsibilities under this Agreement. Each Party shall procure and maintain such policies of insurance as required by law, the Academy’s Authorizing Body, the Contract, and/or by

either Party's insurance provider and, in any event, shall provide no less protection than comprehensive general liability and employment practices liability insurance, including specific coverage for acts of sexual molestation and abuse by its employees or agents, with limits of not less than One Million Dollars (\$1,000,000) per occurrence, and Two Million Dollars (\$2,000,000) combined single limit for bodily injury and property damage, in a form acceptable to both Parties, to protect the Academy and the District (their respective officers, employees and agents) from and against liability or claims of liability which may arise out of either Party's (its officers, employees or agents) performance under this Agreement. In addition, the Parties agree that each policy shall provide an endorsement stating that insurance of the Party (its officers, employees or agents) whose acts or omissions gave rise to the claim shall be primary and that insurance carried by the other shall be excess and non-contributory. Not later than ten (10) business days from the date both Parties have executed this Agreement, each Party shall provide the other with certificates of insurance evidencing all required coverages and endorsements. The District agrees to name the Academy (including its governing Boards, officers, and employees), as an additional insured under the District's policy; likewise, the Academy agrees to name the District (including its governing Board, officers, and employees), as an additional insured under the Academy's policy. Further, it is understood and agreed that the Parties reserve all, and expressly do not waive any, immunities, defenses, and rights as provided by Michigan and federal law, and that nothing in this Agreement shall be construed to diminish those immunities, defenses, and rights. The District's insurance is separate from and in addition to the insurance the Academy Board is required to obtain under the Contract. The District's cost of procuring insurance coverage under this Agreement is a District expense to be paid by the District.

8.2 Workers' Compensation Insurance. The District agrees to procure and maintain in full force and effect Workers' Compensation Insurance covering its employees, and to require that its subcontractors similarly maintain such insurance, for any subcontractor employees assigned by the District to perform Services for the Academy under this Agreement, while those persons are engaged in performing Services under this Agreement. If a claim is filed under the provisions of the Michigan Workers' Compensation Disability Act against the Academy by an employee of the District or of any of its subcontractors relating to performance of Services under this Agreement, the District agrees to cooperate with the Academy to seek the dismissal of such claim(s). The District agrees to provide the Academy, upon request of the Academy, with certifications evidencing the required coverage.

8.3 No Special Damages. Neither the District nor the Academy will be liable for special, indirect, or consequential damages, or loss of profits, revenues, or goodwill arising out of this Agreement regardless of the basis of the claim.

8.4 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 District hereby promises, to the extent permitted by law, 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 District'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 District, or which arise out of the failure of the District 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 the District to enforce its rights as set forth in this Agreement.

ARTICLE IX

NON-DISCRIMINATION

9.1 Personnel. The Parties to this Agreement agree not to discriminate against any employee or applicant for employment with respect to hire, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, due to race, color, religion, sex, sexual orientation, gender identity or expression, national origin, pregnancy, age, height, weight, disability, marital status or veteran status.

9.2 Students and Recipients of Services. The Parties agree not to discriminate against any student or other recipient of services under this Agreement due to race, color, religion, sex, sexual orientation, gender identity, national origin, or disability in the delivery of programs and services rendered under this Agreement. The Parties further agree not to discriminate in the Academy's pupil admissions policies or practices on the basis of intellectual or athletic ability, measures of achievement or aptitude, status as a student with a disability, or any other basis that would be illegal if used by a school district.

9.3 Material Breach. Breach of covenants recited in this Section shall be regarded as a material breach of this Agreement.

ARTICLE X

SOLICITATION OF NON-GOVERNMENTAL FUNDS

The District must seek the Academy Board's approval prior to soliciting any nongovernmental grants, donations, or contributions on behalf of the Academy. Any such funds so received shall be used solely in accordance with the purpose(s) for which they were solicited, applicable donor restrictions, or as otherwise approved by the Academy Board. Subject to applicable donor restrictions, the Academy Board shall determine the allocation of any funds subject to this Article X that remain unexpended following completion of the project or purpose for which they were originally designated.

ARTICLE XI

WARRANTIES AND REPRESENTATIONS

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

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

11.3 Mutual Warranties. The Academy Board, on behalf of the Academy, and the District Board, on behalf of the District, 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

ALTERNATIVE DISPUTE RESOLUTION

12.1 Informal Dispute Resolution. The Parties agree to act promptly and in good faith to mutually resolve any disputes that may arise out of, or relate to the interpretation of, this Agreement. If either Party gives written Notice of Dispute to the other Party (pursuant to the Notice Provisions in Article XIV of this Agreement), a duly authorized representative of each Party, with authority to settle the dispute, shall promptly meet at a mutually acceptable time and place, not later than twenty (20) business days of receipt of the Notice of Dispute, and thereafter as often and necessary as required to resolve the dispute to the mutual satisfaction of the Parties. No resolution of a dispute that, in the view of the District or the Academy, would constitute an amendment to this Agreement may occur without the approval of the District Board and the Academy Board. This provision does not restrict either Party's ability to issue Notice of Material Breach or otherwise terminate this Agreement in accordance with any applicable provision of this Agreement.

12.2 Binding Arbitration. To the extent permitted by law, the Parties agree that any disputes that the Parties are not able to resolve within thirty (30) days after one Party provides the other Party with a written Notice of Dispute, may be submitted to binding arbitration under the rules of the American Arbitration Association, which shall be the sole and exclusive remedy for such matters. The Parties intend that this process of dispute resolution shall be inclusive of all

claims arising out of this Agreement. This provision does not restrict any Party's ability to otherwise terminate this Agreement in accordance with any applicable provision of this Agreement.

12.3 Arbitration Association. Arbitration under this provision shall be conducted in accordance with the rules of the American Arbitration Association, with such variations as the Parties and arbitrator(s) may unanimously accept; provided, however, that the arbitrator(s) shall be required to issue a cause opinion (written explanation) as to the financial decision. The cause opinion shall be made available to the University Board or the LSSU CSO upon request.

12.4 Waiver of Judicial Forum. This agreement to arbitrate means that the Parties are waiving their right to adjudicate disputes arising under this Agreement in a judicial forum and instead opt to arbitrate those claims. However, this agreement to arbitrate does not waive any statutory rights or remedies available to either Party in the context of such arbitration proceedings including, without limitation, governmental immunity from tort liability under MCL 691.1407. In any arbitration proceeding, the Parties shall have the right to representation by counsel of their choosing, the right to appointment of a neutral arbitrator or arbitration panel, the right to reasonable discovery, and the right to a fair hearing.

12.5 Fees and Costs. The arbitrator's fee and the costs imposed by the American Arbitration Association shall be shared equally by the Parties, subject to the right of the arbitrator, in its discretion, to award reasonable attorneys' fees and costs to the prevailing Party to be paid by the losing Party consistent with the cause opinion.

12.6 Limitations Period and Enforceability. Any claim for arbitration under this provision must be filed with the American Arbitration Association, in writing, and served on the other Party within one hundred eighty (180) days of the effective date of any related Notice of Dispute or Notice of Material Breach. The Decision and Award of the arbitrator shall be final and binding and judgment thereon may be entered in the Circuit Court for the 50th Judicial Circuit of Michigan (Chippewa County), pursuant to MCL 600.5079. A copy of the Decision and Award of the arbitrator shall be made available to the CSO upon request.

ARTICLE XIII

MISCELLANEOUS

13.1 Choice of law. This Agreement is made and entered into in the State of Michigan and shall be governed by and enforced in accordance with the laws of the State of Michigan.

13.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties regarding its subject matter and supersedes any prior or contemporaneous understandings or agreements with respect to the Services contemplated.

13.3 Section Headings. The section headings are used in this Agreement for reference and convenience only and shall not enter into the interpretation of this Agreement.

13.4 Severability. If any provision of this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions

of this Agreement shall not in any way be affected, impaired or prejudiced, unless the deletion of such provision(s) would result in such a material change as to preclude the rendering of the Services contemplated by this Agreement.

13.5 Amendment. None of the terms and provisions of this Agreement may be modified or amended in any way except by an instrument in writing executed by authorized representatives of the Academy and the District or as provided in Section 13.5.1

13.5.1 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, 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 the District shall have no recourse against the Academy or the University Board for implementing such site closure or reconstitution.

13.6 Waiver. Failure by either Party at any time to require performance by the other Party or to claim breach of any provision of this Agreement shall not be construed as a waiver of any subsequent breach nor affect the validity and operation of this Agreement, nor prejudice either Party with regard to any subsequent action to enforce the terms of this Agreement. Provided, however, that, as a matter of law, course of dealing may be relied upon to resolve any contract ambiguity by evidencing the intent and understanding of the Parties.

13.7 Assignment. Neither Party shall assign this Agreement nor its rights and duties hereunder nor any interest herein without prior written consent from the other Party, which consent shall not be unreasonably withheld.

13.8 No Third-Party Rights. Nothing in this Agreement, except as specifically provided in this Agreement, is intended nor shall be construed to confer third-party beneficiary status or rights, pursuant to MCL 600.1405 or under the common law, to any person or entity that is not a Party to this Agreement.

13.9 Time of Essence. The Parties understand and agree that time is of the essence in performing their respective responsibilities under this Agreement.

13.10 Force Majeure. Any delay or failure of any Party (the "affected Party") in the performance of its required obligations under this Agreement shall be excused if and to the extent caused by war, rebellion or insurrection; an act of God; fire; government statute, order or regulation prohibiting the performance of this Agreement; riots; strikes, labor stoppages, lockouts or labor disputes to the extent such occurrences are not caused by the actions of the Party seeking relief under this Section, provided that: (i) written notice of such delay or suspension is given by the affected Party to the other Party within seventy-two (72) hours of such event, which notice shall set forth in detail the nature of each delay; (ii) the affected Party shall use all commercially reasonable efforts to minimize the extent of such *force majeure* delay; and (iii) additional expense

or other adverse financial conditions shall not be deemed *force majeure*. Upon receipt of a notice of *force majeure*, the time for the affected Party's performance shall be extended for a period of time reasonably necessary to overcome the effect of such delays and the other Party's sole remedy shall be reimbursement for the additional cost of such delays; provided, however, that either Party may terminate this Agreement under Article II (Term of Agreement and Termination During Term) if sufficient grounds for termination exist.

13.11 Delegation of Authority. Nothing in this Agreement shall be construed as delegating to the District powers or authority of the Academy Board which are not subject to delegation by the Academy Board under the Contract or applicable law.

13.12 Compliance with Law. The Parties to this Agreement agree to comply with all applicable laws and regulations.

13.13 Governmental Immunity. Nothing in this Agreement shall be interpreted to restrict the Academy Board from waiving its governmental immunity or require the Academy Board to assert, waive or not waive its governmental immunity.

ARTICLE XIV

NOTICES

14.1 Form of Notice. Any notice or other communications required or permitted under this Agreement shall be sufficiently given if in writing and: (a) delivered personally or sent by confirmed facsimile transmission, telex, telecopy or other wire transmission (with request for assurance in a manner typical with respect to communications of that type); (b) overnight air courier (postage prepaid); (c) First Class mail postage prepaid; or (d) certified mail (postage prepaid with return receipt requested), each addressed to the Party's principal place of business or such other address of which the Parties may have given notice.

14.2 Receipt of Notice. Unless otherwise specified herein, notices shall be received: (a) on the date delivered, if delivered personally, by wire transmission or confirmed facsimile transmission; (b) on the next business day after deposit with an overnight air courier; (c) three (3) business days after being deposited in First Class mail; or (d) upon signed acknowledgement of receipt, if sent by certified mail.

14.3 Addressees and Required Copies. Notice 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. Notice to the District shall be sent to the current address of the then current Superintendent, with a copy to the then current District attorney. The addresses of the Parties for the purpose of notice, inclusive of the address of the initial Board President and District Superintendent and respective counsel, are as follows:

To: DeTour Arts & Technology Academy
Attn: Board President
202 S. Division
P.O. Box 24
DeTour Village, Michigan 49725
Telephone: (906) 297-2011
Fax: (906) 297-3403

To: DeTour Area Schools
Attn: Superintendent
202 S. Division
P.O. Box 429
DeTour Village, Michigan 49725
Telephone: (906) 297-2421
Fax: (906) 297-3403

With a Copy to:
Academy Counsel
John Kava
Collins & Blaha, PC
31440 Northwestern Hwy
Suite 170
Farmington Hills, MI 48334
Telephone: (248) 406-1140
Fax: (248) 406-8416

With a Copy to:
District Counsel
Jessica McNamara
Jennifer Starlin
Thrun Law Firm, P.C.
2900 West Road
Suite 400
East Lansing, MI 48823
Telephone: (517) 374-4533
Fax: (517) 484-0041

ARTICLE XV
AUTHORIZATION

15.1 Review by Independent Counsel. Each of the Parties has reviewed, or had the opportunity to review, this Agreement with independent legal counsel of its choosing, and to propose amendments prior to the execution of this Agreement; provided, however, that certain provisions are required by the University as promulgated by the University's Educational Service Provider Guidelines, last amended April 1, 2020. The Parties intend that this Agreement shall comply with all applicable laws, regulations, and policies of the State of Michigan and/or the Michigan Department of Education ("Applicable Law"). If, after the effective date of this Agreement, modification is required to conform to Applicable Law, this Agreement shall be amended to reflect existing law as of the effective date of such change. To the extent possible, the responsibilities and obligations of the Parties shall conform to and be carried out in accordance with any change in Applicable Law.

15.2 Authorized Signatory. Each person placing his or her signature below represents and warrants that s/he is the signatory duly authorized to execute this Agreement on behalf of the respective Party represented.

15.3 Counterparts. This Agreement may be executed in one or more counterparts, all of which taken together will constitute one single Agreement between the Parties.

IN WITNESS WHEREOF, the Academy and the District have caused this Agreement to be entered into as of the date first written above.

DeTour Arts & Technology Academy

By: Susan Rhinard
Susan Rhinard
Its: President, Board of Directors

DeTour Area Schools

By: Robert W. [Signature] - designee
James Bias
Its: President, Board of Education

APPENDIX A - SERVICES AND OPERATING EXPENSES

1. Services. The District will provide the following Services to the Academy consistent with the terms and conditions of this Agreement:

Service	Service Fee (Annual)
Lead Administrator Services	\$18,000
Central Office Services <ul style="list-style-type: none"> • Administrative Assistant Services • Secretarial Services 	\$10,000
Business Services	\$11,000
Non-Instructional Services <ul style="list-style-type: none"> • Custodial Services • Food Services • General Ed Transportation • Playground Aide 	\$10,000
Title Aide	Hourly Rate per Negotiated Contract
Elementary Teacher Services 3.42 FTE (or as needs dictate)	BA Step 5 of Teacher Scale (and benefits)
Middle School Teacher Services 2.83 FTE (or as needs dictate)	BA Step 5 of Teacher Scale (and benefits)
Resource Room Teacher Services .33 FTE (or as caseload dictates)	Based on current teacher salary and benefits, as provided by the applicable current collective bargaining agreements.
High School Teacher Services	\$320 per course (subject to increase consistent with Michigan Virtual High School course fees)

2. Service Fee. The District will remunerate its employees assigned to perform Services for the Academy under this Agreement consistent with the terms of applicable employment contracts or collective bargaining agreement(s), subject to reimbursement by the Academy as provided in this Appendix A (“Service Fee”). The Service Fee shall be reviewed by the Parties annually, by not later than March 31st each year, and adjusted on a proportionate basis as necessary to reimburse the District for the costs incurred by the District in providing the Services contemplated by this Agreement.

The Service Fee to be paid to the District by the Academy under this Agreement is in addition to: (1) the lease payments to be paid to the District by the Academy under the Lease Agreement (Schedule 6 to the Contract); (2) the Academy’s operational expenses; and (3) any additional special education programs or services, beyond the Resource Room teaching services delineated above, that the Academy may contract with the District to provide in accordance with Section 1751 of the Revised School Code, MCL 380.1751, to satisfy the Academy’s obligation to

provide special education programs and services to any student(s) with a disability that may enroll in the Academy.

In consideration of the Services provided to the Academy by the District under this Agreement, the Academy will pay the District, on an at-cost basis, not to exceed the maximum aggregate annual limits provided in the table above (subject to adjustment as permitted by the table above), for properly invoiced salary and benefit costs attributable to personnel employed by the District and assigned by the District to perform Services under this Agreement.

To permit the Academy's Board to fulfill its disclosure obligations under the Code and Contract, its fiduciary duties in reviewing and adopting the Academy's budget and to perform its due diligence in evaluating the reasonableness of fees paid to the District under this Agreement, the District shall disclose to the Academy, upon request, the level of compensation and fringe benefits provided by the District to the persons that the District employs to provide Services for the Academy under this Agreement.

3. Operational Expenses. The Academy shall be financially responsible for all operational expenses of the Academy not otherwise expressly subject to the terms of this Agreement and/or the Lease Agreement between the Parties, including teaching supplies and equipment not provided by the District pursuant to the Lease Agreement, costs associated with the enrollment of Academy pupils in online courses, and all operational expenses directly attributable to the Academy, subject to the Academy Board's approval upon reasonable documentation of invoices.

CONTRACT SCHEDULE 6

PHYSICAL PLANT DESCRIPTION

SCHEDULE 6
Physical Plant Description

Physical Plant Description	6-1
Floor Plan.....	6-3
Lease Agreement	6-4

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 DeTour Arts and Technology Academy (“Academy”) is as follows:

Address: 202 Division St., De Tour Village, MI 49725

Description: The building is a single-story masonry block and concrete structure. It has approximately 25,000 square feet and includes 18 classrooms, a multipurpose room, a gymnasium, six restrooms, a kitchen, storage space, office space, and a teacher’s lounge/copy room. Of the 18 classrooms, six are designated solely for Academy use while others are designated as shared space with DeTour Area Schools.

Term of Use: Term of Contract.

Configuration of Grade Levels: Kindergarten through eighth grade

Name of School District and Intermediate School District:

Local: DeTour Area Schools

ISD: Eastern Upper Peninsula Intermediate School District

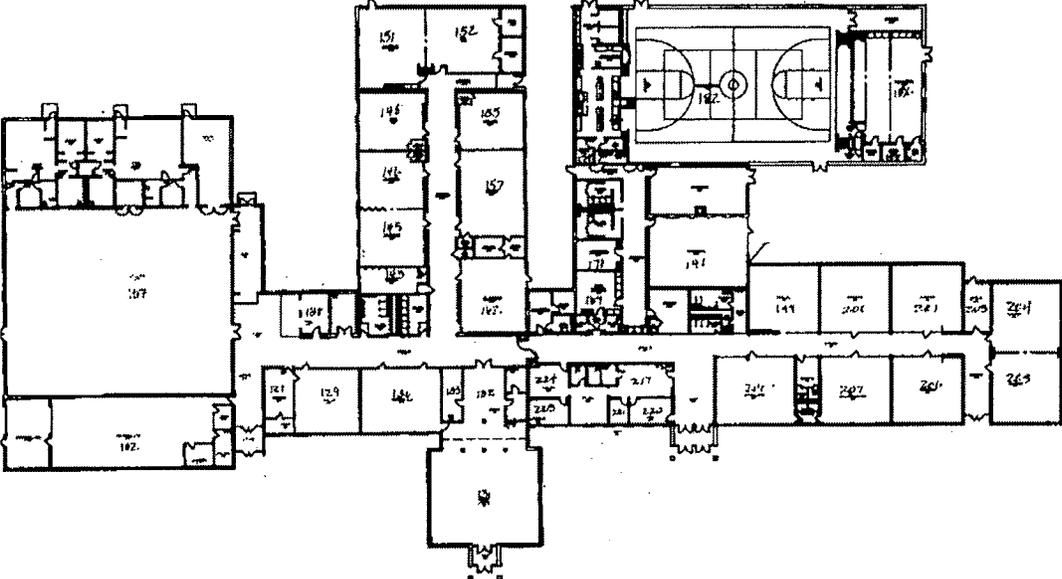
3. It is acknowledged and agreed that the following information about this Proposed Site is provided on the following pages, or must be provided to the satisfaction of the College Board, before the Academy may operate as a public school in this state.
 - A. Size of building
 - B. Floor plan
 - C. Description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

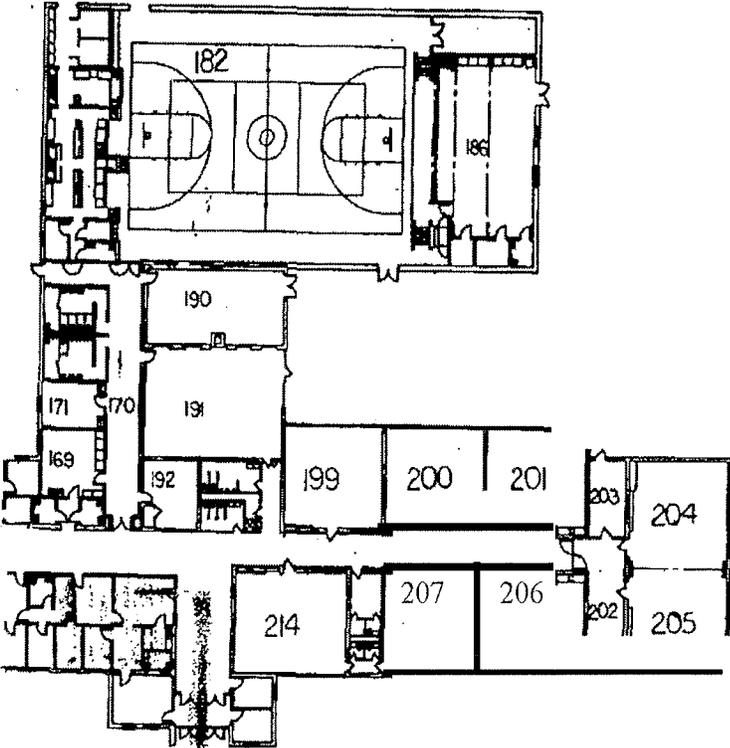
5. If the Proposed Site described above is not used as the physical facilities for the Academy, then Schedule 6 of this Contract between the Academy and the College Board must be amended pursuant to Article IX of the Terms and Conditions of Contract, to designate, describe, and agree upon the Academy's 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.

Diagram of Entire DeTour School Building at 202 S. Division, DeTour Village, MI 49725



Larger image of the wing where exclusive use of rooms 200,201,203,204,205,206 207 and 214 will be designated for DeTour Arts and Technology.



ATTACHMENT "1"

LEASE AGREEMENT

This Lease Agreement ("Lease") is made and effective September 1, 2018, by and between DeTour Area Schools, a Michigan general powers school district organized and operating under the provisions of the Revised School Code, MCL 380.1, *et seq.*, as amended, whose address is 202 S. Division Street, P.O. Box 429, DeTour Village, Michigan 49725-0429 ("Landlord") and DeTour Arts and Technology Academy, a Michigan public school academy organized and operating under the provisions of the Revised School Code, MCL 380.1, *et seq.*, as amended, whose address is 202 S. Division Street, DeTour Village, Michigan 49725-0429 ("Tenant") (each a "Party" and collectively "the Parties").

WHEREAS, Landlord is authorized to contract with Tenant under Section 11a of the Revised School Code, MCL 380.11a; and

WHEREAS, Landlord owns a building and related real estate commonly known as the "DeTour Schools Building" located at 202 S. Division Street, DeTour Village, Michigan 49725-0429 (the "DeTour School"); and

WHEREAS, Tenant desires to lease six (6) classrooms within the DeTour School and share use of certain common areas within the DeTour School, which are identified in Paragraph 1, below; and

WHEREAS, Landlord desires to let six (6) classrooms within the DeTour School and share use of certain common areas within the DeTour School, which are identified in Paragraph 1, below;

NOW THEREFORE, in consideration of the mutual promises, contained herein and other good and valuable consideration, the Parties mutually agree as follows:

1. **Lease Premises; Personal Property.** The Tenant shall have the right of exclusive use of six (6) classrooms commonly known as rooms 200, 201, 204, 205, 206 and 207 located at the DeTour School, as well as the non-exclusive use of the hallways, restrooms, parking lot, playground, bandroom, multi-purpose room, kitchen, Raider room, gymnasium, shop room, classrooms commonly known as rooms 146, 148, 151, 152, 155, 157 and 162, and other common areas at the DeTour School (collectively, the "Leased Premises"). In addition to providing the Leased Premises, the Landlord shall, at its cost, furnish the classrooms with textbooks, teacher resources, student desks, a teacher desk, tables, chairs and all classroom equipment necessary to perform teaching duties.

2. **Term.** The term of this Lease begins September 1, 2018 and ends August 31, 2023, subject to the default provisions provided in Paragraph 19, below.

3. **Rent.** Tenant shall pay to the Landlord the total amount of Nine Thousand and 00/100 Dollars (\$9,000.00) per year, made in payments of Seven Hundred Fifty Dollars (\$750.00)

on the first day of each month beginning September 1, 2018, with the last payment due August 1, 2023.

4. **Use.** The Leased Premises may be used and occupied by Tenant for public school academy and related purposes and for no other purposes without the written consent of Landlord. Tenant shall, at its expense, comply with all applicable ordinances, laws, rules, codes, and regulations, including without limitation, all regulations relating to the safety, occupation and use of the Leased Premises. Tenant shall not cause any rubbish, waste, material, or products to accumulate on the Leased Premises.

5. **Sublease and Assignment.** Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without written Landlord's consent.

6. **Repairs.** During the Lease term, Tenant shall make, at its expense, repairs to the interior of the Leased Premises, including such items as routine cleaning and minor maintenance and repair of floors and walls, doors, windows, fixtures, appliances and furnishing, if any, and other parts of the Leased Premises damaged or worn through normal occupancy. Tenant shall perform all interior and exterior maintenance, repair and replacement upon Lease Premises necessitated by the action or inaction of Tenant, its agents, employees, or invitees. Landlord shall be responsible for the maintenance and repair of all the structural components of the Leased Premises, including but not limited to roof, walls, HVAC, electrical and plumbing systems.

7. **Alterations and Improvements.** Tenant shall have the right, following Landlord's review of plans and consent (in writing), to remodel, redecorate, and make additions, improvements, and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials. Tenant shall have the right to place and install personal property, trade fixtures, equipment, and other temporary installations in and upon the Leased Premises and fasten the same to the Leased Premises. All personal property, equipment, machinery, trade fixtures, and temporary installations, placed or installed on the Leased Premises by Tenant are owned by Tenant unless they are not removed upon the termination of this Lease, in which case they shall become the Landlord's property free and clear of any claim by Tenant. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at its sole expense.

8. **Property Taxes.** Landlord shall be responsible for payment of all property taxes, assessments, impositions or charges, whether general or special, including, but not limited to, any and all real estate taxes and assessments, on DeTour School. Tenant shall be responsible for paying additional real property taxes, if any, resulting because of Tenant's rental or use of the Leased Premises. In the event that real property taxes are imposed upon the Leased Premises as a result of the Tenant's use or possession of same, the Tenant shall reimburse the Landlord for same within thirty (30) days of receipt of an invoice for the real property taxes.

9. **Insurance.**

A. Landlord shall maintain fire and extended coverage insurance in the amount of \$ _____ on DeTour School. Tenant shall observe all regulations and requirements of any of the underwriters which provide fire and extended coverage insurance concerning the use and condition of the Leased Premises in order to reduce fire and other hazards.

B. Tenant shall maintain a policy or policies of comprehensive broad form general liability insurance for the benefit of Landlord with respect to the Leased Premises in the amount of \$1,000,000 single incident (\$2,000,000 aggregate) with the premiums thereon fully paid on or before due date. Landlord shall be listed as an additional insured on the Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current certificates of insurance evidencing the Tenant's compliance with this paragraph. The policy or policies of comprehensive general liability insurance shall contain language which provides that the Landlord shall be notified, in writing, at least thirty (30) days prior to the cancellation of the policy or policies. In the event of cancellation of coverage, the Landlord may, at its sole option, either (i) obtain a policy or policies of comprehensive general liability insurance, the premium(s) of which shall be considered rent under this Lease and the Tenant shall reimburse the Landlord within thirty (30) days from receipt of an invoice for the premium(s). Tenant shall be responsible for the expense of fire and extended coverage insurance maintained on its personal property, including removable trade fixtures, located in the Leased Premises.

C. To the extent permitted by law, Tenant shall indemnify and hold harmless Landlord, its board of education, board of education members, employees and agents harmless from any and all liabilities, damages, awards, penalties, costs, claims, causes of action and expenses, including but without limitation actual attorneys' fees and other costs incurred by Landlord, arising out of or in related to Tenant's occupancy and/or use of the Leased Premises.

10. **Utilities; Additional Services.** Landlord shall pay when due all charges for water, sewer, gas, and electricity consumed, as well as telephone and internet usage, at the Leased Premises during the term of this Lease. Any additional services requested by the Tenant may be mutually agreed upon in writing by the Parties. These services may include but not be limited to, janitorial, secretarial and food service.

11. **Signs.** With Landlord's written consent, Tenant shall have the right to place at the DeTour School, at locations selected by Landlord, any signs upon Landlord's review and which are permitted by state laws or local ordinances, if applicable. Tenant shall, at its expense, repair any damage to DeTour School resulting from the removal of signs installed by Tenant.

12. **Lawn Care and Snow Removal.** Landlord shall be responsible, at its cost, for all lawn care and snow removal at DeTour School, including without limitation removal of snow from all sidewalks.

13. **Rules and Regulations.** Tenant shall abide by all reasonable rules and regulations now and hereafter imposed by the Landlord upon the Tenant as a result of the Tenant's possession

and/or use of the Leased Premises. Tenant shall not permit or allow unauthorized drugs, tobacco products, or alcohol of any kind to be used or consumed at the Leased Premises.

14. **Entry.** Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same. However, Landlord shall not unreasonably interfere with Tenant's use of the Leased Premises. Landlord reserves the right to make all further reasonable rules and regulations as in Landlord's judgment may be necessary or desirable for the safety, care, and cleanliness of the Leased Premises.

15. **Parking.** During the term of this Lease, Tenant shall have the use of the automobile parking areas, driveways, and footways, subject to reasonable rules and regulations for the use of same as prescribed from time to time by Landlord and provided Tenant has advance written notice of the same.

16. **Compliance with Competitive Bidding Requirements.** If Landlord procures equipment, materials, and/or supplies on behalf of Tenant, Landlord shall follow all applicable competitive bidding laws, and Landlord shall not include any additional fees or charges with the cost of equipment, materials, and/or supplies purchased from third parties, except that Landlord may assess actual costs, such as taxes, shipping, permits, installation, and similar expenses.

17. **Damage and Destruction.** If the Leased Premises or any part thereof or any appurtenance thereto is damaged by fire, casualty, or structural defects that the same cannot be used for Tenant's purposes, then Landlord or Tenant shall have the right within ninety (90) days following damage to elect by notice to the other party to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage at the sole cost of Landlord. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials, labor, or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable, or unfit for occupancy or use for Tenant's purposes. In the event the Leased Premises are not damaged to such extent that they are rendered wholly unusable, then Tenant shall continue to occupy that portion of the Leased Premises that are usable, and rent shall abate proportionately to the portion occupied. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, and if no further payments are to be made, any such advance payments shall be refunded to Tenant.

18. **Hazardous Materials.** Landlord is responsible for investigating, cleaning, removing, remediating, or otherwise dealing with any Hazardous Material present at the Leased Premises prior to Tenant's occupation of the site. Tenant has no liability or obligation to investigate, clean, remove, remediate, or otherwise deal with any Hazardous Material present at the Leased Premises prior to Tenant's occupation of the site. To the extent permitted by law, Landlord agrees to indemnify, defend, and hold harmless Tenant and its Board of Directors from any and all liabilities, damages, awards, penalties, costs, claims, causes of action and expenses,

including costs and attorney fees' arising from Landlord's use or prior use of Hazardous Materials at DeTour School.

Tenant is responsible for investigating, cleaning, removing, and remediating (or otherwise dealing with any Hazardous Material is uses or otherwise causes to be located in or on the Leased Premises. To the extent permitted by law, Tenant shall indemnify, defend, and hold harmless Landlord and its Board of Education from any and all liabilities, damages, awards, penalties, costs, claims, causes of action and expenses, including costs and attorney fees', arising from Tenant's use or prior use of hazardous materials at DeTour School.

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 USC 9601, *et seq.*); (2) the Hazardous Materials Transportation Act, as amended (49 USC 1801, *et seq.*); (3) the Resource Conservation and Recovery Act, as amended (41 USC 9601, *et seq.*); (4) the Federal Water Pollution Control Act, 33 USC 1251, *et seq.*; or (5) Michigan's Natural Resources and Environmental Protection Act, Public Act 451 of 1994, as amended (MCL 324.101, *et seq.*), including any 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.

19. **Default.** If default shall at any time be made by either Party in any of the covenants or conditions to be kept, observed, and performed by a Party under this Lease, and such default shall continue for thirty (30) days after notice of the default, in writing, was provided to the defaulting Party by the non-defaulting Party, without correction or completion thereof, this Lease shall terminate and the non-defaulting Party may pursue all legal and equitable remedies available against the defaulting Party. In the event of a default, the defaulting Party shall pay the non-defaulting Party's litigation costs, including actual attorneys' fees, incurred as a result of the default.

20. **Termination of Lease.**

A. This Lease, and the obligations of both Parties hereunder, shall terminate in the event that Tenant's Charter Contract with its Authorizer, the Board of Trustees of Lake Superior State University, is revoked, suspended, terminated, or expires by its terms.

B. If this Lease is terminated pursuant by agreement of the Parties, pursuant to Paragraph 20.A, or for other reason provided herein, any rent or security deposit pre-paid by Tenant (other than amounts necessary to repair any damage done to the Leased Premises by Tenant) shall be reimbursed within thirty (30) days.

21. **No Partnership or Joint Programs.** Nothing contained in this Lease is intended nor shall it create a partnership between the Landlord and the Tenant nor shall any programs conducted by the Tenant be deemed to be joint programs of the Landlord and the Tenant.

22. **Quiet Possession.** Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable, and undisturbed and uninterrupted possession of the Leased Premises during the term of this Lease.

23. **Condemnation.** If any legally, constituted authority condemns the Leased Premises or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and the Parties shall account for rent as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority, subject to the provisions of Paragraph 17.

24. **Lease and Building Records.** Upon reasonable advanced written request, all Lease and DeTour School building records of Landlord will be made available to Tenant's independent auditor and the CSO.

25. **Notice.** Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord:

DeTour Area Schools
Attn: Superintendent of Schools
202 S. Division Street
P.O. Box 429
DeTour Village, Michigan 49725-0429

With a copy to:

DeTour Area Schools
Attn: President, Board of Education
202 S. Division Street
P.O. Box 429
DeTour Village, Michigan 49725-0429

If to Tenant:

DeTour Arts and Technology Academy
Attn: President, Board of Directors
202 S. Division Street
DeTour Village, Michigan 49725

The Parties shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

26. **Waiver.** No waiver of any default of Landlord or Tenant hereunder shall be implied from any failure to take action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition.

27. **Headings.** The headings used in this Lease are for convenience of the Parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

28. **Successors.** The provisions of this Lease shall extend to, and be binding upon, the Parties and their respective legal representatives, successors and permitted assigns.

29. **Consent.** Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

30. **Surrender of Leased Premises.** Tenant covenants and agrees to surrender possession of Leased Premises to Landlord upon expiration of term of this Lease, or upon earlier termination of this Lease, in as good condition and repair as the same shall be at the commencement of this Lease, ordinary wear and tear excepted.

31. **Final Agreement.** This Lease terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Lease may be modified only by a further writing that is duly executed by both Parties, and which is reviewed by the Lake Superior State Charter School Office before execution. For certain types of non-substantive amendments to this Lease, the Charter School Office director may waive this requirement in writing.

32. **Counterparts.** This Lease may be executed in counterpart originals, each of which when duly executed and delivered shall constitute a single instrument. This Lease may be executed in person, by facsimile, or by electronic signature sent by email.

26. **Waiver.** No waiver of any default of Landlord or Tenant hereunder shall be implied from any failure to take action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition.

27. **Headings.** The headings used in this Lease are for convenience of the Parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

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32. **Counterparts.** This Lease may be executed in counterpart originals, each of which when duly executed and delivered shall constitute a single instrument. This Lease may be executed in person, by facsimile, or by electronic signature sent by email.

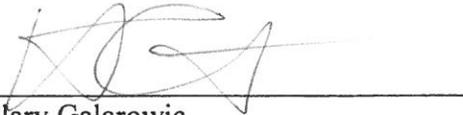
IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

**DETOUR AREA SCHOOLS,
a Michigan general powers school district**

By: 
Angela G. Reed
Superintendent of Schools

Dated: 4/23/18

**DETOUR ARTS AND TECHNOLOGY ACADEMY,
a Michigan public school academy**

By: 
Hilary Galarowic
President, Board of Directors

Dated: 4/24/18

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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.

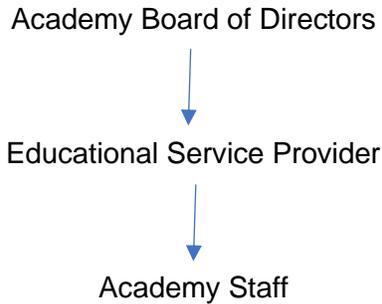
SECTION A
GOVERNANCE STRUCTURE

Governance Structure

The University Board shall appoint the Board of Directors of the Academy ("Academy Board"). The University 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 (5), but no more than nine (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 DeTour Arts and Technology Academy Board of Directors currently consists of five (5) members. The Lake Superior State University Board of Trustees appointed each of the following individuals as Academy Board members. The term of office for each individual was decided by resolution of the Academy Board.

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

Name	Office	Term
Susan Rhinard	President	June 30, 2024
Misty Barbeaux	Trustee	June 30, 2026
Shelby Thomas	Secretary	June 30, 2024
Paula Bosley	Treasurer	June 30, 2025
Any Quick	Vice President	June 30, 2025

SECTION B

EDUCATIONAL GOALS

Educational Goals

It is our mission at DeTour Arts & Technology Academy to deliver a rigorous and traditional curriculum that is technology infused and art enhanced.

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.

It is expected that the academy will meet the state of Michigan's accountability standards and any improvement targets required to be achieved pursuant to state and federal law. 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.

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 set by the authorizer. 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 the achievement targets.

Measure 1: Student Growth

Improved academic achievement for all groups of students in grades 2nd through 8th will be assessed using the following metrics and growth targets.

Grade(s)	Metric	Target
2 nd -8 th	The median Student Conditional Growth Percentile as measured by Measures of Academic Progress® by NWEA.	The median Student Conditional Growth Percentile will be at or above the 50 th percentile

Measure 2: Student Achievement

The academic achievement of all students who have been enrolled for three or more consecutive academic years at the Academy will be assessed using the following metrics and achievement targets.

Grade(s)	Metric	Target
2 nd -8 th	The percentage of cohort students achieving math and reading scaled scores that meet or exceed targets based on the most current NWEA MAP [®] national norms	Cohort students ¹ will achieve scores equal to or greater than the grade-level reading and math targets identified in this schedule
2 nd -8 th 8 th , 9 th , 10 th 11 th	The median subject scores in math and reading as measured by performance on NWEA's MAP [®] The median subject scores as measured by performance on the PSAT [®] or successor test The median subject scores as measured by performance on the SAT [®] or successor test	Cohort students will achieve subject scores greater than that of non-cohort students ²

¹Cohort students are those students who have attended an academy for three or more consecutive academic years. ²Non-cohort students are those students who have attended an academy for less than three consecutive academic years.

Measures of Academic Progress Norm Targets

Grade	Spring Reading Target	Spring Math Target
2 nd	185.57	189.42
3 rd	197.12	201.08
4 th	204.83	210.51
5 th	210.98	218.75
6 th	215.36	222.88
7 th	218.36	226.73
8 th	221.66	230.30

NOTE: The targets are based on NWEA MAP’s 2020 spring targets set at the 50th percentile. These targets do not necessarily denote college and career readiness. The targets will be automatically adjusted each time NWEA updates its norm study with no need for a contract amendment.

Measure 3: Student Achievement-Relative Performance and State/Federal Accountability

The academic achievement of Full Academic Year (FAY) Students will be assessed using the following metrics and achievement targets.

For Accountability purposes, the MDE defines FAY students are those who are enrolled in the school at Fall General Collection, the Spring General Collection, and at the enrollment snapshot for the given assessment.

Grade(s)	Metric	Target
3 rd -8 th , 11 th	State Assessment Michigan Student Test of Educational Progress (M-STEP) or successor test	The Academy will meet state/federal requirements
8 th , 9 th , 10 th	Pre-Scholastic Aptitude Test (PSAT) or successor test	
11 th	State Assessment Michigan Merit Exam (MME, SAT) or successor test	
All Grades	State Accountability	

Measure 4: Academy Specific Goals

Academy specific goals are optional but encouraged. Measure 4 goals are unique to each academy, must be measurable, not conflict with the already existing authorizer measures on student growth, student achievement, with federal/state accountability, and be authorizer approved.

***DeTour Arts & Technology Academy chooses to opt out of any additional goals under academy specific goals.**

SECTION C

EDUCATIONAL PROGRAMS

Schedule 7c

EDUCATIONAL PROGRAMS

Instructional Design & Delivery

The Academy believes that purposeful and aggressive planning, structured implementation with fidelity, attentive collaboration, and continued respect, are essential elements of a successful school. Teachers will be responsible for adjusting instruction to meet the individual needs of their students and providing a range of high quality and pedagogically sound learning opportunities. Educators will then decide which curriculum content, learning activities, products, and learning environments will best serve individual students' needs.

Students will be expected to be active participants in the learning process and to take ownership of their education. Therefore, the progressive learning environment of the Academy will include the implementation of the following research-based educational frameworks/processes that emphasize high expectations in "teaching for learning":

- Increased Learning Time
- Research-based Instructional Strategies
- Project-based Learning
- Mastery Learning

This program design will address the specific skill and knowledge gaps that can impede the progress of our anticipated population of academically challenged students. The Academy will use frequent assessments and provide feedback on students' learning progress throughout each instructional period. The Academy will provide students with alternative assessments and additional unit projects to demonstrate their learning.

Research-Based Instructional Strategies: Researchers at Mid-Continent Research for Education and Learning (McREL) have identified nine instructional strategies "that have a high probability of enhancing student achievement for all students in all subject areas at all grade levels." These research-based instructional strategies are explained in the book, *Classroom Instruction That Works*, ASCD, 2001, by Robert J. Marzano, Debra J. Pickering, and Jane E. Pollock.

Project-Based Learning: Project-based learning can be described as students using the process of inquiry to tackle real-world problems and situations. Students are engaged in learning opportunities where they will utilize job-related skills such as "collaboration, communication and critical thinking." While traditional assessment of learning requires students to recall facts and answer questions related to what they have learned, project-based learning requires students to get deeper into the content by applying what they have learned to new situations. Project-based learning research concludes that students involved in a well-developed model for implementation score higher on state mandated tests in the area of problem-solving.

Mastery Learning: According to the research of Benjamin Bloom, Mastery Learning is an alternative model for student engagement where the use of frequent assessments results in

corrective actions (including varied lengths of instructional time) to inform subsequent steps towards concept mastery. The author asserts that this method can assist in closing the achievement gap found most often in disadvantaged student populations (Davis & Sorrell 1995).

Interventions & Support Services

The Detour Arts and Technology Academy utilizes a multi-tiered system of academic and behavioral interventions designed to ensure students are not over-identified as having special needs, while at the same time ensuring that all individual student needs are met. Tier I occurs in the classroom as core instruction utilizing differentiated, individualized teaching/learning strategies. Teachers will frequently monitor progress and assess students to determine if additional interventions are required. For students that demonstrate a need for more academic support, Tier II activities may include “push-in” services and small-group instruction and/or individual tutoring, sometimes with the assistance of a paraprofessional. Tier III interventions may require “pull-out” services where struggling students receive supplemental instruction outside the mainstream classroom. If a student is not experiencing success after engaging in Tier III interventions, the Student Assistance Team may recommend an evaluation of the student to determine potential special education placement.

The Student Assistance Team will consist of a special education teacher, general education teachers, and a school administrator, with a social worker, speech pathologist, a school certified psychologist as needed. The team will intervene early, and properly screen students suspected of a disability and will be accountable to develop interventions based on students’ needs/best interest as the continued focus.

Special Needs Services: The Academy holds high expectations for all students and believes students with disabilities are entitled to a quality education. The Academy will identify students eligible for special services such as Title I, at-risk, limited English proficiency, and special education during the enrollment process. As factors contributing to barriers to learning may arise after enrollment, students’ needs will also be identified in regular monitoring of student progress and throughout the implementation of the local ISD’s guidelines for determining eligibility for specific learning disabilities which brings together the processes of Response to Intervention (RTI), Multi-Tiered System of Supports (MTSS) and patterns of Strengths and Weaknesses.

The Academy will fully comply with state and federal regulations as outlined in the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act, as well as all other applicable laws for students with disabilities.

The Academy will be consistent with MARSE (Michigan Administrative Rules for Special Education) and will work with all students with disabilities who qualify under IDEA. The Academy will ensure that:

- A free and appropriate public education (FAPE) is provided.
- Students are appropriately evaluated by a multidisciplinary team, as defined in the MARSE, when identified through the Student Assistance Team or upon a parental request for special education testing.

- Students receive an appropriate education in the least restrictive environment.
- Children who have already been identified are re-evaluated by the multidisciplinary educational team at least every three years.
- The Individualized Education Program (IEP) is fully implemented in accordance with MARSE and IDEA and reviewed on an annual basis or more frequently as determined appropriate.
- IEP team meetings held involve a general education teacher, parents of the students and any other educational support members that have direct knowledge of/impact on the child's performance.
- Students have access to appropriate procedures and mechanisms, along with their parents, to resolve any dispute or disagreements related to the school's provision of FAPE.

Special Education Program Services: The Academy will provide highly qualified special education teacher(s) and related service providers to ensure the academic and social success for all special education students. The Academy will provide professional development to staff/paraprofessionals regarding the specific special needs and characteristics of the student's eligibility with whom the staff/paraprofessional will be working.

Special education teachers, leadership and general education teachers will attend sponsored meetings by local leadership organizations and may contract with an outside agency for student services such as Occupational Therapist, Physical Therapist, Speech Pathologist, etc. as necessary. The Academy will have a contracted School Social Worker onsite.

The resource room will be used as a "pull-out" service, where students with disabilities will be provided accommodations as indicated by their IEP goals and objectives, such as, but not limited to, having tests read, extended time to complete assignments, etc. Students serviced in a resource room will be able to mainstream into the general education population where they will be able to work within their areas of strength.

The Academy will work to reintegrate students with disabilities into the mainstream by providing them with both individualized services and specially designed instruction to the maximum extent possible. The Academy's special education providers will support and co-teach with general education teachers in the regular education classrooms to develop and implement appropriate instructional plans, using formal and informal assessments. Students will have access to the grade level IBO & CCSS curriculums with the integration of assistive technology as well as a system of support and services in the school. Progress monitoring will take place daily, weekly, and monthly to ensure students are reaching their annual percentage of progress based on their IEP goals and objectives.

Co-Curricular & Extra Curricular: The Academy's schedule will expose students to the fine arts and technology integrated into the curriculum. To maintain this level of progression, the Academy will also provide all students co-curricular activities, as well as extra-curricular activities. Co-curricular specials / elective classes during school hours will include: theatrical music, physical education / health, and technology / computer training. The Academy will provide additional special services for English language learners, etc., as needed. The Academy plans to utilize Title I and other allowable funds to provide additional instructional staff to increase small-group and

individualized instructional time.

Co-Curricular Activities (during the school day)

Additional Instructional Staff

DeTour Arts and Technology Academy may utilize additional instructional staff members and qualified paraprofessionals in order to increase small-group and individualized instructional time to support and enhance student learning.

Theatrical Music/Vocal and Instrumental Music

The Academy's theatrical/vocal and instrumental music program (grades K - 6) will emphasize the elements of music, singing, and acting skills integrated within performances. This program will include music and instrumental instruction, which introduces and builds upon the elements of sounds, rhythms and tempos, through singing, chanting, listening, and performing.

Physical Education / Health

Following the Michigan Model for Health, the Physical Education/ Health program will be designed to enhance physical activity knowledge, personal and social skills, motor skills and physical activity and fitness levels to equip students with the knowledge to be active for life.

Computer Training

The technology curriculum will follow the Michigan Education Technology Standards which has expectations for literacy upon leaving grades 2, 5, 8 and 12. The standards are integrated into the core subject area to enhance learning in all subject areas.

Extra-Curricular Activities (outside the school day)

Academic Enrichment Programs

The Academy plans to promote opportunities to engage students in learning related to individual interests, such as Lego robotics, Odyssey of the Mind, math clubs, and other areas of interest for additional learning.

Summer Math and Science Camps

Students in grades 3-6 may participate in a 1-week Math and/or Science Camp. Assigned student groups will receive individual and group lessons / activities aligned with the curriculum that will enrich and enhance their current knowledge.

Tutoring

Students will be encouraged to take advantage of after-school tutoring with highly qualified staff to reinforce academic achievement and student proficiency in mathematics and reading according to areas of identified deficiencies.

Athletics Program

Nearly 200 studies of effectiveness of exercise on cognitive functioning found that regular physical activity supports better learning such as; basketball; football and track/golf. These activities will be available as a part of the DeTour Schools athletic program to students who reside within the

DeTour Area Schools boundaries through a cooperative MHSAA agreement.

SECTION D
CURRICULUM

**CURRICULUM
TO BE UPLOADED SEPARATELY**

SECTION E

METHODS OF PUPIL ASSESSMENT

Schedule 7e

METHODS OF PUPIL ASSESSMENT

Data-Based Continuous School Improvement Process: The Academy developed a school-wide improvement plan ("SIP"). This plan will guide Academy staff in overall improvement of educational program as it includes the 5 strands of the Michigan School Improvement Framework:

1. Teaching/Learning,
2. Leadership,
3. Personnel & Professional Development,
4. School-Community Relations, and
5. Data & Information Management.

The Academy will collect the 4 types of data as it relates to student achievement:

1. Academic-rubric-based classroom assessments, M-STEP / MME, NWEA Reports, IEP review, ELPA (if applicable), etc.
2. Demographic - Student Attendance Rates, Economically Disadvantaged and other "risk factors", Ethnicity, student residential areas, etc.
3. Process-Parent-Teacher-Student Conference attendance, Teacher Retention Rates, Student Attendance Rates, Behavior Referrals, CIMS Special Education Program review, Classroom Walkthrough Data, etc.
4. Perception - Surveys of Staff, Students, Parents, and Community members at all feasible events and conferences, using on-line and paper version of a school survey.

The School Improvement Plan will be developed by the School Improvement Team, which will consist of a representative of all stakeholder groups, including special teaching areas (special education, specials, etc.), parents, Academy Board members, and community members. The School Improvement Team will be involved in the planning, design, monitoring, and evaluation of the School Improvement Plan. The Academy will emphasize continuous and frequent communication with the entire school staff, student body, parents, and the community to ensure everyone is working toward the school improvement goals as they are directly related to the school's mission and vision.

The Academy will develop a balanced assessment system and yearly assessment calendar which will include learning progressions and benchmark, formative, and summative assessment pieces. Learning progressions and formative assessments will be based on the EUPISD curriculum and CCSS to measure student progress towards mastery and to inform instruction for the "next steps". The Academy will use this benchmark assessment system, which includes interim assessments, to measure student growth at fixed points within the academic year. These assessments will also assist teachers with instructional adjustments, as well as grouping students for intensive interventions and accelerated programs.

The Academy will utilize a variety of assessment and evaluation tools to inform instruction and identify areas of need. The assessment program will include the Michigan Student Test of

Educational Progress (M-STEP), the NWEA Assessments, PSAT 8/9 or Explore, PSAT 10 or PLAN, SAT or ACT, ACT Workkeys Michigan Merit Exam (MME), English Language Proficiency Assessment (ELPA) as needed, the Grade Level Assessment Device (GLAD - local EUP developed Assessment) Aimsweb Math and Dibels - Next for Language Arts as well as summative and formative classroom assessments. Baseline data will be collected for each incoming student. Academy goals will be reviewed and revised by our school improvement and curriculum design teams.

Summative assessment results (M-STEP, SAT Suite, Explore/Plan assessments, ACT, Michigan Merit Exams, ELPA, GLAD, Aimsweb, and Dibels) will be collected and analyzed for goal setting and program evaluation purposes. The Academy will inform students and parents of the standards/targets by making this information a part of our everyday conversations. This information will be shared on a regular and routine basis by sending targets home at the beginning of the year, posting them on our website, in classrooms, and throughout the hallways as well as discuss the meaning and celebrate progress made toward them in our newsletters, and during assemblies, meetings and conferences.

Below is a copy of DeTour Arts and Technology Academy tentative assessment schedule. The schedule outlines the types of assessments given by the Academy, the number of times the assessment data will be collected, and what the uses will be for the data collected.

Assessment	Timeframe	Data Collected and Purposes
M-STEP ELA and Math Grades 3 - 8, 11	Once per year	Annually collected and used for measuring our educational achievement.
M-STEP Science and Social Studies Grades 5, 8, 11	Once per year	Annually collected and used for measuring our educational achievement.
NWEA MAPS K-8	3 times per year, in September, January, and May	Measures individual student growth. The purpose of data is to identify students for early interventions and or accelerated instruction in reading language usage, math, and science. Data is shared with students and parents and used to set future academic goals.
Aimswweb/Dibels	3 times per year, in September, January, and May	Measures individual student growth. The purpose of the data is to identify students for early interventions and or accelerated instruction in reading language usage and math. Data is shared with students and parents and used to set future academic goals.
PSAT 8/9 or Explore Grade 8 or 9 or both	Once per year in April	Measures individual student performance/growth towards career and college readiness goals.
PSAT 10 or PLAN Grade 10	Once per year in April	Measures individual student performance/ growth towards career and college readiness goals.
SAT or ACT and ACT Workkeys Grade 11	Once per year in April	Measures individual student performance/ growth towards career and college readiness goals.
Formative Classroom Assessments	As needed based on teacher's learning progression and/or curriculum targets	Allows teachers to frequently monitor students' progress towards mastery on a regular and routine basis using formal, informal, and authentic assessment strategies.

SECTION F

APPLICATION AND ENROLLMENT OF STUDENTS

Schedule 7f

APPLICATION AND ENROLLMENT OF STUDENTS

Enrollment Limits

K-8: The Academy will offer enrollment for a maximum of 100 students in kindergarten through eighth grade. The Academy will annually adopt maximum enrollment figures prior to its application and enrollment period.

9-12: The Academy will offer virtual courses for an unlimited number of students in grades 9-12.

Requirements

The Academy will comply with all applicable legal requirements related to the application and enrollment of students. Pursuant to the Revised School Code, MCL 380.504, a public school academy shall neither charge tuition nor discriminate in its pupil admission policies or practices on the basis of intellectual or athletic ability, measures of achievement or aptitude, status as a student with a disability, or any other basis that would be illegal if used by a Michigan public school district. In addition, the Academy shall comply with the following:

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

Application 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 or grade level 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 shall be forwarded to the Charter Schools Office.
- At a minimum, the legal notice will include:
 - a. The process and/or location(s) for requesting and submitting applications.
 - b. The beginning date and the ending date of the application period.
 - c. The date, time, and place the random selection drawing(s) will be held, if needed.
- The legal notice of the application period shall be designed to inform individuals that are most likely to be interested in attending the Academy.
- The Academy, being an equal opportunity educational institution, shall be committed to good-faith affirmative action efforts to seek out, create and serve a diverse student body.

Re-enrolling Students

- The Academy shall notify parents or guardians of all enrolled students of the deadline for notifying the Academy that they wish to re-enroll their child.
- If the Academy Board has a preference policy for siblings or children of employees and Academy Board members, the re-enrollment notice must also request that the parent or guardian indicate whether a sibling(s) or child(ren) of employees or Academy Board members seeks to enroll for the upcoming academic year.
- An enrolled student who does not re-enroll by the specified date can only apply to the Academy during the application period for new students.
- An applicant on the waiting list at the time a new application period begins must reapply as a new student.

- After collecting the parent or guardian responses, the Academy shall determine the following:
 - a. The number of students who have re-enrolled per grade or grouping level.
 - b. The number of siblings or children of employees and Academy Board members seeking admission for the upcoming academic year per grade.
 - c. If space is unavailable, the Academy must develop a waiting list for siblings of re-enrolled students and children of employees and Academy Board members
 - d. The number of spaces remaining, per grade, after enrollment of current students, siblings, and children of employees and Academy Board members.

Random Selection Drawing

A random selection drawing is required if the number of applications exceeds the number of available spaces.

Prior to the application period, the Academy shall:

- Establish written procedures for conducting a random selection drawing.
- Establish the maximum number of spaces available per grade or grouping level.
- Establish the date, time, place and person to conduct the random selection drawing.
- Notify the Charter Schools Office of both the application period and the date of the random selection drawing, if needed. The Charter Schools Office may have a representative on-site to monitor the random selection drawing process.

The Academy shall use a credible, neutral “third party” such as a CPA firm, government official, ISD official or civic leader to conduct the random selection drawing. Further, the Academy shall:

- Conduct the random selection drawing at a public meeting where parents, community members and the public may observe the process.
- Use numbers, letters, or another system that guarantees fairness and does not give an advantage to any applicant.

The Academy shall notify applicants not chosen in the random selection drawing that they were not selected and that their name has been placed on the Academy’s official waiting list for openings that may occur during the academic year. Students shall appear on the official waiting list in the order they were selected in the random selection drawing.

SECTION G

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

Schedule 7g

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

School Calendar

The Academy's school calendar shall comply with the Revised School Code and the State School Aid Act of 1979. The Academy Board shall submit a copy of the Academy's school calendar to the University Board.

School Day Schedule

The Academy Board shall structure the Academy's school day schedule to meet the required number of instructional days and hours under the Revised School Code and State School Aid Act. The Academy Board shall 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

Schedule 7h

AGE OR GRADE RANGE OF PUPILS

The Academy will enroll students in kindergarten through eighth grade for in-person learning and students in grades ninth through twelfth grade for virtual courses. The Academy may add grades with the prior written approval of the Charter Schools Office Director or the University Board.

Students of the Academy must meet the age requirements as set forth in the Revised School Code, MCL 380.1147. A child may enroll in kindergarten if the child is at least 5 years of age on September 1 of the school year of enrollment.

If a child is not 5 years of age on the specified enrollment eligibility date but will be 5 years of age not later than December 1 of the school year of enrollment, the parent or legal guardian of that child may enroll the child in kindergarten for that school year if the parent or legal guardian notifies the Academy in writing that the parent or legal guardian intends to enroll the child in kindergarten for that school year. While the Academy may make a recommendation to the parent or legal guardian that a child who will be five years of age after September 1 but on or before December 1 is not ready to enroll in kindergarten due to the child's age or other factors, the parent or legal guardian retains the sole discretion to determine whether or not to enroll the child in kindergarten.