

*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

WAY ACADEMY - FLINT
(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 Richard Barch,
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 March 16, 2018, the University Board issued to **WAY Flint 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 five (5) years and ends not later than June 30, 2028; 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: Laurie



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

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

Method of Selection and Appointment

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

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

Length of Term

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

Number of Directors

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

Prerequisite Qualifications of Members

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

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

Oath of Public Office

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

Board Training

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

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

LSSU Board Approval:

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

Date April 27, 2012
April 27, 2012

**CONTRACT TERMS
AND CONDITIONS**

**TERMS AND CONDITIONS
OF CONTRACT**

DATED: JULY 1, 2023

ISSUED BY

THE LAKE SUPERIOR STATE UNIVERSITY BOARD OF TRUSTEES

TO

**WAY ACADEMY - FLINT
(A PUBLIC SCHOOL ACADEMY)**

CONFIRMING THE STATUS OF

WAY ACADEMY - FLINT

AS A

PUBLIC SCHOOL ACADEMY

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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 WAY Academy - Flint 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 WAY Academy - Flint Confirming the Status of WAY Academy - Flint as a public school academy.”
- (z) “University” means Lake Superior State University, a state public University, established pursuant to Article VIII, Sections 4 and 6 of the Michigan Constitution of 1963 and MCL 390.391 et seq.
- (aa) “University Board” means the Lake Superior State University Board of Trustees, an authorizing body as designated under Section 501 of the Code, MCL 380.501.
- (bb) “University Board Chairperson” means the Chairperson of the Lake Superior State University Board of Trustees or his or her designee. In Section 1.1(cc) below, “University Board Chairperson” means the Board Chairperson of the Lake Superior State University Board of Trustees.
- (cc) “University Charter Schools Hearing Panel” or “Hearing Panel” means such person(s) as designated by the University Board Chairperson.

Section 1.2. Captions. The captions and headings used in this Contract are for convenience only and shall not be used in construing the provisions of this Contract.

Section 1.3. Gender and Number. The use of any gender in this Contract shall be deemed to be or include the other genders, including neuter, and the use of the singular shall be deemed to include the plural (and vice versa) wherever applicable.

Section 1.4. Statutory Definitions. Statutory terms defined in Part 6A of the Code shall have the same meaning in this Contract.

Section 1.5. Schedules. All Schedules to this Contract are incorporated into, and made part of, this Contract.

Section 1.6. Application. The Application submitted to the University Board for the establishment of the Academy is incorporated into, and made part of, this Contract. Portions of the Applicant's Application have been incorporated into this Contract. In the event that there is an inconsistency or dispute between materials in the Application and the Contract, the language or provisions in the Contract shall control.

Section 1.7. Conflicting Contract Provisions. In the event that there is a conflict between language contained in the provisions of this Contract, the Contract shall be interpreted as follows: (i) the Resolution shall control over any other conflicting language in the Contract; (ii) the Authorizing Resolution shall control over any other conflicting language in the Contract with the exception of language in the Resolution; (iii) the Terms and Conditions shall control over any other conflicting language in the Contract with the exception of language in the Resolution and the Authorizing Resolution; and (iv) the Articles of Incorporation shall control over any other conflicting language in the Contract with the exception of language in the Resolution, Authorizing Resolution and these Terms and Conditions.

ARTICLE II

RELATIONSHIP BETWEEN THE ACADEMY AND THE UNIVERSITY BOARD

Section 2.1. Constitutional Status of Lake Superior State University. The University is a constitutionally established body corporate operating as a state public University. In approving this Contract, the University Board voluntarily exercises additional powers given to the University Board under the Code. Nothing in this Contract shall be deemed to be any waiver of the University Board's constitutional autonomy and powers and the Academy shall not be deemed to be a part of the University. If applicable, the University Board has provided to the Department the accreditation notice required under Section 502 of the Code, MCL 380.502.

Section 2.2. Independent Status of the Academy. The Academy is a body corporate and governmental entity authorized by the Code. The Academy is organized and shall operate as a public school academy and a nonprofit corporation. The Academy is not a division or part of the University. The relationship between the Academy and the University Board is based solely on the applicable provisions of the Code and the terms of this Contract or other agreements between the University Board and the Academy, if applicable.

Section 2.3. Financial Obligations of the Academy Are Separate From the State of Michigan, University Board and the University. Any contract, agreement, note, mortgage, loan or other instrument of indebtedness entered into by the Academy and a third party shall not in any way constitute an obligation, either general, special, or moral, of the State of Michigan, the University Board, or the University. Neither the full faith and credit nor the taxing power of the

State of Michigan or any agency of the State, nor the full faith and credit of the University Board or the University shall ever be assigned or pledged for the payment of any Academy contract, agreement, note, mortgage, loan or other instrument of indebtedness.

Section 2.4. Academy Has No Power To Obligate or Bind State of Michigan, University Board or the University. The Academy has no authority whatsoever to enter into any contract or other agreement that would financially obligate the State of Michigan, University Board or the University, nor does the Academy have any authority whatsoever to make any representations to lenders or third parties, that the State of Michigan, University Board or the University in any way guarantee, are financially obligated, or are in any way responsible for any contract, agreement, note, mortgage, loan or other instrument of indebtedness entered into by the Academy.

ARTICLE III

ROLE OF THE UNIVERSITY BOARD AS AUTHORIZING BODY

Section 3.1. University Board Resolutions. The University Board has adopted the Resolution providing for the method of selection, length of term, number of Directors and the qualification of Directors. The University Board has adopted the Authorizing Resolution which approves the issuance of this Contract. The Resolution and the Authorizing Resolution are hereby incorporated into this Contract as Exhibit A. At anytime and at its sole discretion, the University Board may amend the Resolution. Upon University Board approval, changes to the Resolution shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.

Section 3.2. University Board as Fiscal Agent for the Academy. The University Board is the fiscal agent for the Academy. As fiscal agent, the University Board assumes no responsibility for the financial condition of the Academy. The University Board is not liable for any debt or liability incurred by or on behalf of the Academy, or for any expenditure approved by or on behalf of the Academy Board. Except as provided in the Oversight Agreement and Article X of these Terms and Conditions, the University Board shall promptly, within five (5) business days of receipt, forward to the Academy all state school aid funds or other public or private funds received by the University Board for the benefit of the Academy. The responsibilities of the University Board, the State of Michigan, and the Academy are set forth in the Fiscal Agent Agreement incorporated herein as Schedule 3.

Section 3.3. Oversight Responsibilities of the University Board. The University Board has the responsibility to oversee the Academy's compliance with the Contract and all Applicable Law. The responsibilities of the Academy and the University Board are set forth in the Oversight Agreement executed by the parties and incorporated herein as Schedule 4.

Section 3.4. Reimbursement of University Board Expenses. The Academy shall pay the University Board an administrative fee to reimburse the University Board for the expenses associated with the execution of its authorizing body and oversight responsibilities. The terms and conditions of the administrative fee are set forth in Schedule 4.

Section 3.5. University Board Approval of Condemnation. In the event that the Academy desires to acquire property pursuant to the Uniform Condemnation Procedures Act or other applicable statutes, it shall obtain express written permission for such acquisition from the University Board. The Academy shall submit a written request to the Charter Schools Office describing the proposed acquisition and the purpose for which the Academy desires to acquire the property. The Charter Schools Director will generate a recommendation for consideration by the University Board with regard to the proposed acquisition. The request and the Charter Schools Director's recommendation will be submitted by the Charter Schools Director for the University Board's consideration in accordance with the University Board's generally applicable timelines and policies for the agendas of regularly-scheduled University Board committee meetings and formal sessions of the University Board. No acquisition may be made until the approval of the University Board is obtained by resolution adopted at a formal session of the University Board.

Section 3.6. Authorization of Employment. The University Board authorizes the Academy to employ or contract directly with personnel according to the position information outlined in Schedule 5. However, the Academy Board shall prohibit any individual from being employed by the Academy, an Educational Service Provider or an employee leasing company involved in the operation of the Academy, in more than one (1) full-time position and simultaneously being compensated at a full-time rate for each of these positions. Additionally, the Academy Board shall require each individual who works at the Academy to disclose to the Academy Board any other public school or Educational Service Provider at which that individual works or to which that individual provides services. An employee hired by the Academy shall be an employee of the Academy for all purposes and not an employee of the University for any purpose. With respect to Academy employees, the Academy shall have the power and responsibility to (i) recruit, select and engage employees; (ii) pay their wages; (iii) evaluate performance; (iv) discipline and dismiss employees; and (v) control the employees' conduct, including the method by which the employee carries out his or her work. The Academy Board shall be responsible for carrying workers' compensation insurance and unemployment insurance for its employees. The Academy shall ensure that the term or length of any employment contract or consultant agreement does not extend beyond the term of this Contract and shall terminate in the event this Contract is revoked or terminated. In no event may an Academy employee's employment contract term, inclusive of automatic renewals, extend beyond the term of this Contract.

Section 3.7. Charter Schools Office Review of Certain Financing Transactions. If the Academy proposes to (i) finance the acquisition, by lease, purchase, or other means, of facilities or equipment, or renovation of facilities, in excess of \$150,000, pursuant to arrangements calling for payments over a period greater than one (1) year, and which include a pledge, assignment or direction to one or more third parties of a portion of the funds to be received by the Academy from the State of Michigan pursuant to the State School Aid Act of 1979, as amended, being MCL 388.1601 et seq., or (ii) direct that a portion of its State School Aid Payments be forwarded by the University Board to a third party account for the payment of Academy debts and liabilities, the Academy shall submit the transaction to the Charter Schools Office for prior review by the Charter Schools Director, as designee of the University Board, in the manner provided herein. The Academy shall, not later than thirty (30) days prior to the proposed closing date of the transaction, submit a written request to the Charter Schools Office describing the proposed transaction and the facilities or equipment to be acquired with the proceeds thereof (if any), and in

the case of a transaction described in subparagraph (ii) of this Section, (a) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid Payments; (b) a copy of a State School Aid Payment Agreement and Direction document that is in a form acceptable to the Charter Schools Office; and (c) copies of such other documentation regarding the transaction which is the subject of the proposed direct intercept as the Charter Schools Office may request. Unless the Charter Schools Director extends the review period, within thirty (30) days of receiving a written request in compliance with this Section, the Charter Schools Director shall notify the Academy if the proposed transaction is disapproved. The Charter Schools Director may disapprove the proposed transaction if, in his or her judgment, the proposed transaction violates this Contract or Applicable Law. If the proposed transaction is disapproved, such disapproval may, but shall not be required to, state one or more conditions which, if complied with by the Academy and any lender, lessor, seller or other party, would cause such disapproval to be deemed withdrawn. No transaction described in this Section may be entered into that is disapproved by the Charter Schools Director. By not disapproving a proposed transaction, the Charter Schools Director is in no way giving approval of the proposed transaction, or any of the terms or conditions thereof.

Section 3.8. Authorizing Body Contract Authorization Process. Pursuant to the Code, the University Board is not required to issue a contract to the Academy. This Contract is for a fixed term and will terminate at that end of the Contract Term set forth in Section 12.9 without any further action of either the Academy or the University Board. The Academy shall seek a new contract by making a formal request to the University Board in writing at least two years prior to the end of the current Contract Term. The University Board shall provide to the Academy a description of the timeline and process by which the Academy may be considered for issuance of a new contract. The timeline and process for consideration of whether to issue a new contract to the Academy shall be solely determined by the University Board. The standards for the issuance of a new contract shall include increases in academic achievement for all groups of pupils as measured by assessments and other objective criteria established by the University Board as the most important factor of whether to issue or not issue a new contract. The University Board, at its own discretion, may change its timeline and process for issuance of a new contract at any time, and any such changes shall take effect automatically without the need for any amendment to the Contract. Consistent with the Code, the University Board may elect, at its sole discretion, not to consider the issuance of a contract, consider reauthorization of the Academy and elect not to issue a contract, or consider reauthorization of the Academy and issue a contract for a fixed term.

Section 3.9. University Board's Invitation to Academy to Apply For Conversion to Schools of Excellence. If the University Board is interested in accepting applications to issue contracts to charter Schools of Excellence under Part 6E of the Code, and the University Board determines that the Academy meets the University Board's and the Code's eligibility criteria for applying to convert the Academy to a School of Excellence, then the University Board may invite the Academy to submit an application to apply for a contract to convert the Academy to a school of excellence. In accordance with the Code, the University Board shall establish its own competitive application process and provide the necessary forms and procedures to eligible public school academies.

ARTICLE IV

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

Section 4.1. Limitation on Actions in Performance of Governmental Functions. The Academy shall act exclusively as a governmental entity and shall not undertake any action inconsistent with its status as a governmental entity authorized to receive state school aid funds pursuant to Section 11 of Article IX of the State Constitution of 1963.

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

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

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

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

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

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

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

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

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

Section 4.8. Academy Counsel. The Academy Board shall select, retain and pay legal counsel to represent the Academy. The Academy shall not retain any attorney to represent the

Academy if the attorney or the attorney's law firm also represents the Academy's Educational Service Provider or any person or entity leasing real property to the Academy, if any.

ARTICLE V

CORPORATE STRUCTURE OF THE ACADEMY

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

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

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

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

ARTICLE VI

OPERATING REQUIREMENTS

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

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

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

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

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

- (a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the Charter Schools Office;
- (b) an assessment of the student performances at the end of each academic school year or at such other times as the University Board may reasonably request;
- (c) an annual education report in accordance with the Code;
- (d) an annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration, or a program of testing approved by the Charter Schools Office; and
- (e) all tests required under Applicable Law.

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

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

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

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

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

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

Section 6.11. Annual Financial Statement Audit. The Academy shall conduct an annual financial statement audit prepared and reviewed by an independent certified public accountant. The Academy Board shall select, retain and pay the Academy's independent auditor. The Academy Board shall not approve the retention of any independent auditor if that independent auditor or the auditor's firm is also performing accounting and/or auditing services for the Academy's Educational Service Provider, if applicable. In accordance with timeframes set forth in the Master Calendar, the Academy shall submit one (1) copy of the annual financial statement audit, auditor's management letters and any responses to auditor's management letters to the Charter Schools Office.

Section 6.12. Address and Description of Physical Plant; Process for Expanding Academy's Site Operations. The address and description of the physical plant for the Academy is set forth in Schedule 6. With the approval of the University Board, the Academy Board may operate the same configuration of age or grade levels at more than one (1) site if each configuration of age or grade levels and each site identified in Schedule 6 are under the direction and control of the Academy Board.

The University Board's process for evaluating and approving the same configuration of age or grade levels at more than one (1) site is as follows:

By formal resolution, the Academy Board may request the authority to operate the same configuration of age or grade levels at more than one site. The Academy Board shall submit to the CSO a contract amendment, in a form and manner determined by the CSO. The contract amendment shall include all information requested by the CSO, including detailed information about the site, the Academy's proposed operations at the site and the information provided in Contract Schedules 4, 5, 6 and 7. Upon receipt of a complete contract amendment, the Charter Schools Director shall review the contract amendment and make a recommendation to the University Board on whether the Academy's request for site expansion should be approved. A positive recommendation by the Charter Schools Director of the contract amendment shall include a determination by the Charter Schools Director that the Academy is operating in compliance with the Contract and is making measureable progress toward meeting the Academy's educational goals. The University Board may consider the Academy Board's site expansion request contract amendment following submission by the Charter Schools Director of a positive recommendation. If the University Board approves the Academy Board's site expansion request contract amendment, the Contract shall be amended in accordance with Article IX of these Terms and Conditions. The University Board reserves the right to modify, reject or approve any site expansion request contract amendment in its sole and absolute discretion.

Section 6.13. Contributions and Fund Raising. The Academy may solicit and receive contributions and donations as permitted by law. No solicitation shall indicate that a contribution to the Academy is for the benefit of the University or the University Board.

Section 6.14. Disqualified Organizational or Contractual Affiliations. The Academy shall comply with all state and federal law applicable to public schools concerning church-state issues. To the extent disqualified under the state or federal constitutions, the Academy shall not be organized by a church or other religious organization and shall not have any organizational or

contractual affiliation with or constitute a church or other religious organization. Nothing in this Section shall be deemed to diminish or enlarge the civil and political rights, privileges and capacities of any person on account of his or her religious belief.

Section 6.15. Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Targeted Educational Outcomes. The Academy shall perform the compliance certification duties required by the University Board and outlined in the Oversight Agreement set forth as Schedule 4. In addition to the University Board's oversight responsibilities and other reporting requirements set forth in this Contract, the Academy's compliance certification duties shall serve as the method for monitoring the Academy's compliance with Applicable Law and its performance in meeting its educational goals.

Section 6.16. Matriculation Agreements. Before the Academy Board approves a matriculation agreement with another public school, the Academy shall provide a draft copy of the agreement to the Charter Schools Office for review. Any matriculation agreement entered into by the Academy shall be incorporated into Schedule 7f by contract amendment pursuant to Article IX of these Terms and Conditions.

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

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

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

ARTICLE VII

TUITION PROHIBITED

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

ARTICLE VIII

COMPLIANCE WITH APPLICABLE LAW

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

ARTICLE IX

AMENDMENT

Section 9.1. Amendments. The University Board and the Academy acknowledge that the operation and administration of a public school academy and the improvement of educational outcomes over time will require amendment of this Contract. In order to assure a proper balance between the need for independent development of the Academy and the statutory responsibilities of the University Board as an authorizing body, the parties have established a flexible process for amending this Contract.

Section 9.2. Process for Amendment Initiated by the Academy. The Academy, by a majority vote of its Board of Directors, may, at any time, propose specific changes in this Contract or may propose a meeting to discuss potential revision of this Contract. The proposal will be made to the University Board through its designee. Except as provided in Section 6.12 of these Terms and Conditions, the University Board delegates to the Charter Schools Director the review and approval of changes or amendments to this Contract. In the event that a proposed change is not accepted by the Charter Schools Director, the University Board may consider and vote upon a change proposed by the Academy following an opportunity for a presentation to the University Board by the Academy.

Section 9.3. Process for Amendment Initiated by the University Board. The University Board, or an authorized designee, may, at any time, propose specific changes in this Contract or may propose a meeting to discuss potential revision of this Contract. The University Board delegates to the Charter Schools Director the review and approval of changes or amendments to this Contract. The Academy Board may delegate to an officer of the Academy the review and negotiation of changes or amendments to this Contract. The Contract shall be amended as requested by the University Board upon a majority vote of the Academy Board.

Section 9.4. Final Approval of Amendments. Amendments to this Contract take effect only after they have been approved by the Academy Board and by the University Board or the Charter Schools Director. If the proposed amendment conflicts with any of the University Board's general policies on public school academies, the proposed amendment shall take effect only after approval by the Academy and the University Board.

Section 9.5. Change in Existing Law. If, after the effective date of this Contract, there is a change in Applicable Law which alters or amends rights, the responsibilities or obligations of either the Academy or the University Board, this Contract shall be altered or amended to reflect the change in existing law as of the effective date of such change. To the extent possible, the responsibilities and obligations of the Academy and the University Board shall conform to and be carried out in accordance with the change in Applicable Law.

Section 9.6. Emergency Action on Behalf of University Board. Notwithstanding any other provision of this Contract to the contrary, the contents of this Section shall govern in the event of an emergency situation that arises between meetings of the University Board. An emergency situation shall be deemed to occur if the University President, in his or her sole discretion, determines that the facts and circumstances warrant that emergency action take place before the next meeting of the University Board. Upon the determination that an emergency situation exists, the University President may temporarily take action on behalf of the University Board with regard to the Academy or the Contract, so long as such action is in the best interest of the University Board and the University President consults with the University Board Chairperson prior to taking the intended actions. When acting during an emergency situation, the University President shall have the authority to act on behalf of the University Board, and such emergency action shall only be effective in the interim before the earlier of (a) rejection of the emergency action by the Chairperson of the University Board; or (b) the next meeting of the University Board. The University President shall immediately report such action to the University Board Chairperson for confirmation at the next meeting so that the emergency action continues or, upon confirmation by the University Board, becomes permanent.

ARTICLE X

CONTRACT TERMINATION, SUSPENSION, AND REVOCATION

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

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

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

- (a) The Academy fails to achieve or demonstrate measurable progress toward achieving the educational goals and related measures identified in this Contract;
- (b) The Academy fails to properly implement, consistently deliver, and support the educational programs or curriculum identified in this Contract;
- (c) The Academy is insolvent, has been adjudged bankrupt, or has operated for two or more school fiscal years with a fund balance deficit;
- (d) The Academy has insufficient enrollment to successfully operate a public school academy, or the Academy has lost more than fifty percent (50%) of its student enrollment from the previous school year;
- (e) The Academy fails to fulfill the compliance and reporting requirements or defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract or, during the term of this Contract, it is discovered by the Charter Schools Office that the Academy failed to fulfill the compliance and reporting requirements or there was a violation of a prior Contract issued by the University Board;
- (f) The Academy files amendments to its Articles of Incorporation with the Michigan Department of Licensing and Regulatory Affairs, Bureau of Commercial Services without first obtaining the Charter Schools Office's approval;
- (g) The Charter Schools Office discovers grossly negligent, fraudulent or criminal conduct by the Academy's applicant(s), directors, officers,

employees or agents in relation to their performance under this Contract;
or

(h) The Academy's applicant(s), directors, officers, employees or agents have provided false or misleading information or documentation to the Charter Schools Office in connection with the University Board's approval of the Application, the issuance of this Contract, or the Academy's reporting requirements under this Contract or Applicable Law.

Section 10.3. Automatic Amendment Of Contract; Automatic Termination of Contract If All Academy Sites Closed; Economic Hardship Termination. Except as otherwise provided in this Section 10.3, if the University Board is notified by the Department that an Academy site is subject to closure under section 507 of the Code, MCL 380.507 ("State's Automatic Closure Notice"), then this Contract shall automatically be amended to eliminate the Academy's authority to operate certain age and grade levels at the site or sites identified in the State's Automatic Closure Notice. If the State's Automatic Closure Notice includes all of the Academy's existing sites, then this Contract shall automatically be terminated at the end of the current school year in which either the State's Automatic Closure Notice is received without any further action of the University Board or the Academy.

Following receipt of the State's Automatic Closure Notice, the Charter Schools Director shall forward a copy of the notice to the Academy Board and may request a meeting with the Academy Board representatives to discuss the Academy's plans and procedures for the elimination of certain age or grade levels at the identified site or sites, or if all of the Academy's existing sites are included in that notice, then wind-up and dissolution of the Academy corporation at the end of the current school year. All Academy inquiries and requests for reconsideration of the State's Automatic Closure Notice, including the granting of any hardship exemption by the Department rescinding the State's Automatic Closure Notice ("Pupil Hardship Exemption"), shall be directed to the Department, in a form and manner determined by the Department.

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

If the Department elects not to issue a Pupil Hardship Exemption and the Charter Schools Director determines, in his or her discretion, that the closure of one or more sites as directed by the Department creates a significant economic hardship for the Academy as a going concern or the possibility of a mid-year school closure, then the Charter Schools Director may recommend to the University Board that the Contract be terminated at the end of the current school year (hereinafter "Economic Hardship Termination"). If the University Board approves the Economic Hardship Termination recommendation, then this Contract shall terminate at the end of the current school year without any further action of the parties.

The University Board's revocation procedures set forth in Section 10.6(c) do not apply to an automatic termination initiated by the State's Automatic Closure Notice or an Economic Hardship Termination under this Section 10.3.

Section 10.4. Grounds and Procedures for Academy Termination of Contract. The Academy Board, by majority vote of its Directors, may, at any time and for any reason, request termination of this Contract. The Academy Board's request for termination shall be made to the Charter Schools Director not less than six (6) calendar months in advance of the Academy's proposed effective date of termination. Upon receipt of an Academy request for termination, the Charter Schools Director shall present the Academy Board's request for termination to the University Board. A copy of the Academy Board's resolution approving of the Contract termination, including a summary of the reasons for terminating the Contract, shall be included with the Academy Board's request for termination. Upon receipt of the Academy Board's request for termination, the University Board shall consider and vote on the proposed termination request. The University Board may, in its sole discretion, waive the six (6) month advance notice requirement for terminating this Contract.

Section 10.5. Grounds and Procedures for University Termination of Contract. The University Board, in its sole discretion, reserves the right to terminate the Contract (i) for any reason or for no reason provided that such termination shall not take place less than six (6) months from the date of the University Board's action; or (ii) if there is a change in Applicable Law that the University Board, in its sole discretion, determines impairs its rights and obligations under the Contract or requires the University Board to make changes in the Contract that are not in the best interest of the University Board or the University, then such termination shall take effect at the end of the current Academy fiscal year. Following University Board approval, the Charter Schools Director shall provide notice of the termination to the Academy. If during the period between the University Board action to terminate and the effective date of termination, the Academy has violated the Contract or Applicable Law, the Contract may be revoked or suspended sooner pursuant to this Article X. If this Contract is terminated pursuant to this Section 10.5, the revocation procedures in Section 10.6 shall not apply.

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

(a) Notice of Intent to Revoke. The Charter Schools Director, upon reasonable belief that grounds for revocation of the Contract exist, shall notify the Academy Board of such grounds by issuing the Academy Board a Notice of Intent to Revoke for non-compliance with the Contract or Applicable Law. The Notice of Intent to Revoke shall be in writing and shall set forth in sufficient detail the alleged grounds for revocation.

(b) Academy Board's Response. Within thirty (30) days of receipt of the Notice of Intent to Revoke, the Academy Board shall respond in writing to the alleged grounds for revocation. The Academy Board's response shall be addressed to the Charter Schools Director, and shall either admit or deny the allegations of non-compliance. If the Academy's response includes admissions of non-compliance with the Contract or Applicable Law, the Academy Board's response must also contain a description of the Academy Board's plan and time line for correcting the non-compliance with the Contract or Applicable Law. If the Academy's response

includes a denial of non-compliance with the Contract or Applicable Law, the Academy's response shall include sufficient documentation or other evidence to support a denial of non-compliance with the Contract or Applicable Law. A response not in compliance with this Section shall be deemed to be non-responsive. As part of its response, the Academy Board may request that a meeting be scheduled with the Charter Schools Director prior to a review of the Academy Board's response.

(c) Plan of Correction. Within fifteen (15) days of receipt of the Academy Board's response or after a meeting with Academy Board representatives, the Charter Schools Director shall review the Academy Board's response and determine whether a reasonable plan for correcting the deficiencies can be formulated. If the Charter Schools Director determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent to Revoke can be formulated, the Charter Schools Director shall develop a plan for correcting the non-compliance ("Plan of Correction") which may include reconstitution pursuant to Section 10.6(d) of these Terms and Conditions. In developing a Plan of Correction, the Charter Schools Director is permitted to adopt, modify or reject some or all of the Academy Board's response for correcting the deficiencies outlined in the Notice of Intent to Revoke. The Notice of Intent to Revoke shall be closed if the Charter Schools Director determines any of the following: (i) the Academy Board's denial of non-compliance is persuasive; (ii) the non-compliance set forth in the Notice of Intent to Revoke has been corrected by the Academy Board; or (iii) the Academy Board has successfully completed the Plan of Correction.

(d) University Board's Contract Reconstitution Provision. The Charter Schools Director may reconstitute the Academy in an effort to improve student educational performance or to avoid interruption of the educational process. Reconstitution may include, but is not limited to, one of the following actions: (i) removal of 1 or more members of the Academy Board; (ii) termination of at-will board appointments of 1 or more Academy Board members in accordance with the Resolution; (iii) withdrawing approval of a contract under Section 506 of the Code; (iv) the appointment of a new Academy Board of Directors or a Conservator to take over operations of the Academy; or (v) closure of an Academy site(s). Reconstitution of the Academy does not prohibit the Department from issuing an order under section 507 of the Code, MCL 380.507, directing the automatic closure of the Academy's site(s).

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

(i) the Academy Board has failed to respond to the Notice of Intent to Revoke as set forth in Section 10.6(b);

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

(iii) the Academy Board's response admits violations of the Contract or Applicable Law which the Charter Schools Director deems cannot be remedied or cannot be remedied in an appropriate period of time, or for which the Charter Schools Director determines that a Plan of Correction cannot be formulated;

(iv) the Academy Board's response contains denials that are not supported by sufficient documentation or other evidence showing compliance with the Contract or Applicable Law;

(v) the Academy Board has not complied with part or all of a Plan of Correction established in Section 10.6(c);

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

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

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

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

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

(h) Effective Date of Revocation. If the University Board votes to revoke the Contract, the revocation shall be effective on the date of the University Board's act of revocation, or at a later date as determined by the University Board.

(i) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the University Board to revoke the Contract, may be withheld by the University Board or returned to the Michigan Department of Treasury upon request. The University Board may also direct that a portion of the Academy's state school aid funds be directed to fund the Academy's Dissolution account established under Section 10.10 of these Terms and Conditions.

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

(a) The Charter Schools Director Action. If the Charter Schools Director determines, in his or her sole discretion, that certain conditions or circumstances exist such that the Academy Board:

- (i) has placed staff or students at risk;
- (ii) is not properly exercising its fiduciary obligations to protect and preserve the Academy's public funds and property;
- (iii) has lost its right to occupancy of the physical facilities described in Schedule 6, and cannot find another suitable physical facility for the Academy prior to the expiration or termination of its right to occupy its existing physical facilities;
- (iv) has failed to secure or has lost the necessary fire, health, and safety approvals as required by Schedule 6;
- (v) has willfully or intentionally violated this Contract or Applicable Law; or
- (vi) has violated Section 10.2(g) or (h), then the Charter Schools Director may immediately suspend the Contract, pending completion of the procedures set forth in Section 10.6. A copy of the suspension notice, setting forth the grounds for suspension, shall be sent to the Academy Board and to the Hearing Panel. If this subsection is implemented, the notice and hearing procedures set forth in Section 10.6 shall be expedited as much as possible.

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

(c) Immediate Revocation Proceeding. If the Academy Board, after receiving a notice of Contract suspension from the Charter Schools Director, continues to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may immediately convene

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

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

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

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

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

Section 10.10. Academy Dissolution Account. If the University Board terminates, revokes or fails to issue a new Contract to the Academy, the Charter Schools Director shall notify the Academy that, beginning thirty (30) days after notification of the University Board's decision, the University Board may direct up to \$10,000 from each subsequent state school aid fund payment, not to exceed a combined total of \$30,000, to a separate Academy account ("Academy Dissolution Account") to be used exclusively by the Academy to pay the costs associated with the wind up and dissolution responsibilities of the Academy. Within five (5) business days of the Charter Schools Director's notice, the Academy Board Treasurer shall provide the Charter Schools Director, in a form and manner determined by the CSO, with account detail information and authorization to direct such funds to the Academy Dissolution Account. The Academy Dissolution Account shall be under the sole care, custody and control of the Academy Board, and such funds shall not be used by the Academy to pay any other Academy debt or obligation until such time as all the wind-up and dissolution expenses have been satisfied. An intercept agreement entered into by the Academy and a third party lender or trustee shall include language that the third party lender or trustee acknowledges and consents to the funding of the Academy's dissolution account in accordance with this Contract. Any unspent funds remaining in the Academy's dissolution account after payment of all wind up and dissolution expenses shall be returned to the Academy.

ARTICLE XI

PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

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

The Academy agrees to comply with all of the following:

- (a) The Academy Board is responsible for establishing, approving, and amending an annual budget in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421 et seq.
- (b) Within ten (10) days after adoption by the Academy Board (but not later than July 1st) each year, the Academy Board shall submit to the Charter Schools Office a copy of its annual budget for the upcoming fiscal year. The budget must detail budgeted expenditures at the object level as

described in the Michigan Department of Education’s Michigan School Accounting Manual. In addition, the Academy Board is responsible for approving all revisions and amendments to the annual budget. Within 10 days after Academy Board approval, revisions or amendments to the Academy’s budget shall be submitted to the Charter Schools Office.

- (c) Unless exempted from transmitting under section 1219 of the Code, MCL 380.1219, the Academy, on or before July 7th of each school fiscal year, shall transmit to the Center for Educational Performance and Information (“CEPI”) the budgetary assumptions used when adopting its annual budget pursuant to the Uniform Budgeting and Accounting Act, MCL 141.421 et seq.
- (d) The Academy shall not adopt or operate under a deficit budget, or incur an operating deficit in a fund during any fiscal year. At any time during the term of this Contract, the Academy shall not have an existing deficit fund balance, incur a deficit fund balance, or adopt a current year budget that projects a deficit fund balance. If the Academy has an existing deficit fund balance, incurs a deficit fund balance in the most recently completed school fiscal year, or adopts a current year budget that projects a deficit fund balance, all of the following apply:
 - (i) The Academy shall notify the Superintendent and the State Treasurer immediately upon the occurrence of the circumstance, and provide a copy of the notice to the Charter Schools Office.
 - (ii) Within 30 days after making notification under subdivision (d)(i), the Academy shall submit to the Superintendent in the form and manner prescribed by the Department an amended budget for the current school fiscal year and a deficit elimination plan approved by the Academy Board, with a copy to the State Treasurer. The Academy shall transmit a copy of the amended budget and the deficit elimination plan to the Charter Schools Office.
 - (iii) After the Superintendent approves the Academy's deficit elimination plan, the Academy shall post the deficit elimination plan on the Academy's website.
- (e) If the Academy is required by the State Treasurer to submit an enhanced deficit elimination plan under section 1220 of the Code, MCL 380.1220, the Academy shall do all of the following:
 - (i) The enhanced deficit elimination plan shall be approved by the Academy Board before submission.
 - (ii) After the State Treasurer approves an enhanced deficit elimination plan for the Academy, the Academy shall post the enhanced deficit elimination plan on the Academy’s website.

- (iii) Submit to the Superintendent and State Treasurer an enhanced monthly monitoring reports in a form and manner prescribed by the State Treasurer and post such monthly reports on the Academy's website.

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

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

	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:

Way Academy Flint
817 E Kearsley St.
Flint, MI 48503

If to Academy Counsel:

Aimee R. Gibbs
Dickinson Wright PLLC
350 S. Main St., Suite 300
Ann Arbor, MI 48104

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

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

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

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

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

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

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

Section 12.9. Term of Contract.

(a) Initial Term of Contract. Except as otherwise provided in Section 12.9(b) and (c) set forth below, this Contract shall commence on the date first set forth above and shall remain in full force and effect until June 30, 2026, unless sooner terminated according to the terms hereof.

(b) Termination of Contract During Initial Term of Contract. Consistent with the procedures set forth in this Section 12.9(b), this Contract will terminate if the Academy does not:

- (i) By January 1, 2026, provide documentation to the University Charter Schools Office demonstrating progress toward the Educational Goals set forth in Schedule 7(b);
- (ii) By January 1, 2026, provide documentation to the University Charter Schools Office demonstrating that the Academy has successfully implemented the Educational Program set forth in Schedule 7(c);
- (iii) By January 1, 2026, provide documentation to the University Charter Schools Office demonstrating that the Academy has satisfied the academic, financial, and reporting requirements established by this Contract and Applicable Law; and
- (iv) Timely deliver to the Charter Schools office any additional financial information or documentation requested by the University Board or the Charter Schools Office Director.

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

(c) Extended Term of Contract. If the Academy satisfies the conditions set forth above in Section 12.9(b), this Contract shall be extended two (2) additional academic years and shall expire on June 30, 2028, unless sooner terminated according to the terms hereof (“Contract Term”).

Section 12.10. Indemnification. As a condition to receiving a grant of authority from the University Board to operate a public school pursuant to the terms and conditions of this Contract, the Academy agrees to indemnify, defend and hold the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives harmless from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the University, which arise out of or are in any manner connected with the University Board’s receipt, consideration or approval of the Application, the University Board’s approval of the Resolution or Authorizing Resolution, legal challenges to the validity of Part 6A of the Code or actions taken by the University Board as an authorizing body under Part 6A of the Code, the University Board’s consideration of or issuance of a Contract, the Academy’s preparation for and operation of a public school, or which are incurred as a result of the reliance of the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy, or which arise out of the failure of the Academy to perform its obligations under this Contract. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of governmental immunity provided under Section 7 of the Governmental Liability for Negligence Act, being MCL 691.1407 of the Michigan Compiled Laws.

Section 12.11. Construction. This Contract shall be construed fairly as to both parties and not in favor of or against either party, regardless of which party prepared the Contract.

Section 12.12. Force Majeure. If any circumstances occur which are beyond the control of the parties, which delay or render impossible the obligations of one or both of the parties, the parties’ obligations to perform such services shall be postponed for an equivalent period of time or shall be canceled, if such performance has been rendered impossible by such circumstances.

Section 12.13. No Third Party Rights. This Contract is made for the sole benefit of the Academy and the University Board and no other person or entity, including without limitation, the Educational Service Provider. Except as otherwise provided, nothing in this Contract shall create or be deemed to create a relationship between the parties hereto, or either of them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

Section 12.14. Non-agency. It is understood that the Academy is not the agent of the University.

Section 12.15. University Board or CSO General Policies on Public School Academies Shall Apply. Notwithstanding any provision of this Contract to the contrary, and with the exception of existing University Board or CSO policies regarding public school academies which shall apply immediately, University Board or CSO general policies clarifying procedure and requirements applicable to public school academies under this Contract, as from time to time

adopted or amended, will automatically apply to the Academy, provided they are not inconsistent with provisions of this Contract. Before issuing general policies under this Section, the University Board or the CSO shall provide a draft of the proposed policies to the Academy Board. The Academy Board shall have at least thirty (30) days to provide comment to the CSO on the proposed policies before such policies shall become effective.

Section 12.16. Survival of Provisions. The terms, provisions, and representations contained in Section 11.2, Section 11.3, Section 12.10, Section 12.13 and any other provisions of this Contract that by their sense and context are intended to survive termination of this Contract shall survive.

Section 12.17. Information Available to the Public.

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

Section 12.18. Termination of Responsibilities. Upon termination or revocation of the Contract, the University Board or its designee shall have no further obligations or responsibilities under this Contract to the Academy or any other person or persons in connection with this Contract. Upon termination or revocation of the Contract, the Academy may amend its articles of incorporation or bylaws as necessary to allow the Academy Board to: (a) take action to appoint Academy Board members in order to have a quorum necessary to take Academy Board action; or (b) effectuate a dissolution, provided that the Academy Board may not amend any provision in the Academy's articles of incorporation or bylaws regarding the disposition of assets upon dissolution.

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

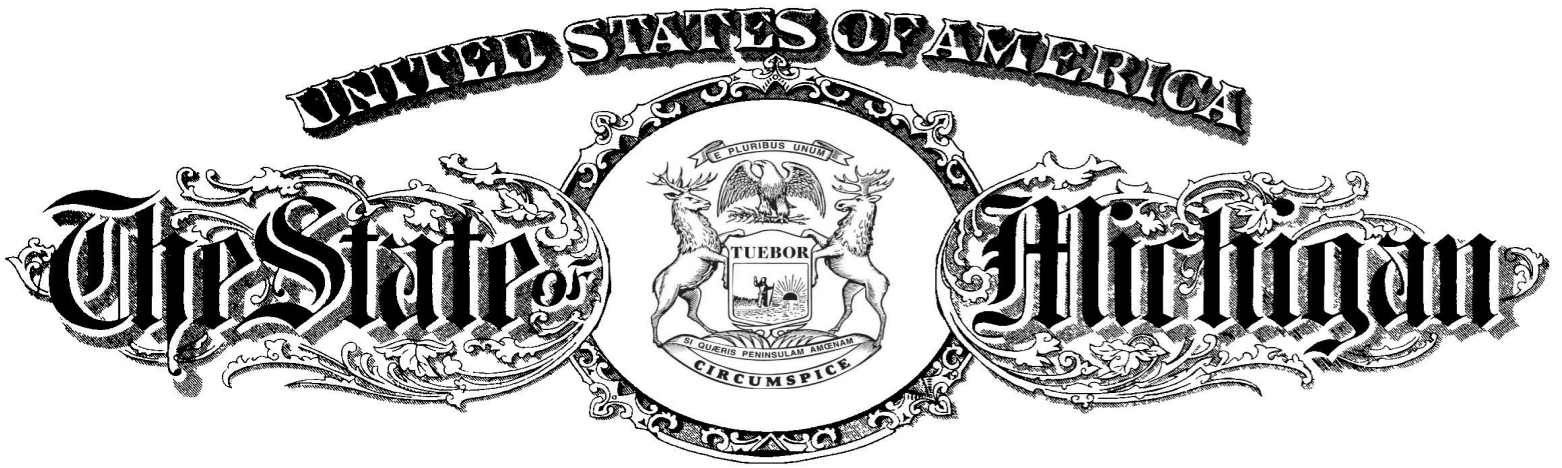
WAY ACADEMY FLINT

By: 
Academy Board President

Date: July 1, 2023

CONTRACT SCHEDULE 1

ARTICLES OF INCORPORATION



Lansing, Michigan

This is to Certify That

WAY ACADEMY - FLINT

was validly Incorporated on December 27 , 2012 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: 23050009201

*In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 1st day of May , 2023.*

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau



**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU**

Date Received

JUN 29 2023

AC1

(FOR BUREAU USE ONLY)

\$110 MC CEPAS 23062989030872

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

FILED**JUN 29 2023****ADMINISTRATOR
CORPORATIONS DIVISION**

Name

Aimee Gibbs

Address

350 S. Main Street, Suite 300

City

State

ZIP Code

Ann Arbor, MI 48104

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:

WAY Academy-Flint

2. The identification number assigned by the Bureau is:

800935188

3. All former names of the corporation are:

The corporation has used no other names

4. The date of filing the original Articles of Incorporation was: 12/27/2012

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: WAY Academy-Flint Public School Academy

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

ARTICLE II

The purposes for which the corporation is organized are:

1. The corporation is organized for the purposes of operating as a public school academy in the State of Michigan pursuant to Part 6A of the 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 Restated Articles, the corporation shall not carry on any other activity not permitted to be carried on by a governmental instrumentality exempt from federal income tax under Section 115 of the IRC or by a nonprofit corporation organized under the laws of the State of Michigan and subject to a Contract authorized under the Code.
3. To educate all students with high levels of expectation in academic performance and thinking skills while fostering growth in social and emotional behaviors and attitudes by establishment of a non-restrictive environment that allows each student to explore their ancestral tradition and examine their self-spirituality.
4. To prepare students to respect and participate in both Native and non-Native culture.

ARTICLE III

1. The corporation is organized upon a Nonstock basis.
2. a. If organized on a nonstock basis, the description and value of its real property assets are:
(if none, insert "none")

Real Property: none
- b. The description and value of its personal property assets are: (if none, insert "none")

Personal Property: \$200,000.00 (est.) (furniture and equipment)
- c. 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.
- d. The corporation is organized on a Directorship basis.

ARTICLE IV

1. The name of the resident agent is: LORI WRIGHT

2. The address of the registered office is:

817 East Kearsley Street, Flint, Michigan 48503
(Street Address) (City) (ZIP Code)

3. The mailing address of the registered office, if different than above: (SAME)

ARTICLE V

The corporation is a governmental entity.

ARTICLE VI

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

ARTICLE VII

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

ARTICLE VIII

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

ARTICLE IX

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

ARTICLE X

No part of the net earnings of the corporation shall inure to the benefit of or be distributable to its directors, board, officers or other private persons, or organization organized and operated for a profit

(except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in the furtherance of the purposes set forth in Article II hereof). Notwithstanding any other provision of these Restated Articles, the corporation shall not carry on any other activities not permitted to be carried on by a governmental entity exempt from Federal Income Tax under Section 115 of the IRC, or comparable provisions of any successor law.

To the extent permitted by law, upon the dissolution of the corporation, the board shall after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation to the Board of Trustees for forwarding to the State School Aid Fund established under Article IX, Section 11 of the Constitution of the State of Michigan of 1963, as amended.

ARTICLE XI

These Restated Articles of Incorporation shall not be amended except by the process provided in Article IX of the Terms and Conditions incorporated as part of the Contract. The process is as follows:

The corporation, by a majority vote of its Board of Directors, may, at any time, propose specific changes to these Restated Articles of Incorporation or may propose a meeting to discuss potential revision to these Restated Articles of Incorporation. The proposal will be made to the University Board through its designee. The University Board delegates to its President the review and approval of changes or amendments to these Restated Articles of Incorporation. In the event that a proposed change is not accepted by the College President, the University Board shall 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 an authorized designee may propose specific changes to these Restated 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 Restated Articles of Incorporation. The Restated Articles of Incorporation shall be amended as requested by the University Board upon a majority vote of the corporation's Board of Directors.

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

ARTICLE XII

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

5. COMPLETE SECTION (a) IF THE RESTATED ARTICLES WERE ADOPTED BY THE UNANIMOUS CONSENT OF THE INCORPORATOR(S) BEFORE THE FIRST MEETING OF THE BOARD OF DIRECTORS, OTHERWISE, COMPLETE SECTION (b). **DO NOT COMPLETE BOTH.**

a. These Restated Articles of Incorporation were duly adopted on the _____ day of _____, _____, in accordance with the provisions of Section 641 of the Act by the unanimous consent of the incorporator(s) before the first meeting of the Board of Directors under Section 611(1)(a).

Signed this _____ day of _____, _____

(Signatures of a Majority of Incorporators; Type or Print Name Under Each Signature)

b. These Restated Articles of Incorporation were duly adopted on the 16th day of March, 2023, in accordance with the provisions of section 641 of the Act: (check one of the following)

by the Board of Directors without a vote of the members or shareholders. These Restated Articles of Incorporation only restate and integrate the articles and include only amendments adopted under section 611(1) or section 611(2) of the Act and there is no material discrepancy between those provisions and the provisions of the Restated Articles of Incorporation.

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 formed on a directorship basis.

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

Signed this 28th day of June, 2023

By 
(Signature of Authorized Officer or Agent)

Lori Wright
(Type or Print Name)

President
(Type or Print Title)

CONTRACT SCHEDULE 2

BYLAWS

RESTATED BYLAWS
OF
WAY ACADEMY-FLINT [PUBLIC SCHOOL ACADEMY]

ARTICLE I

NAME

This organization shall be called WAY Academy-Flint [Public School Academy] (the “Academy” or “Corporation”).

ARTICLE II

FORM OF CORPORATION

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

ARTICLE III

OFFICES

Section 1. Principal Office. The principal office of the Corporation shall be located in the City of Flint, County of Genesee, 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.

CERTIFICATION

The Academy Board certifies that these Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by [unanimous] consent of the Academy Board on the 16th day of March, 2023.


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 WAY Academy-Flint (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 WAY Academy-Flint.

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

Date: May 3, 2023

076439.000036 4884-2093-2192.1

CONTRACT SCHEDULE 4
OVERSIGHT AGREEMENT

SCHEDULE 4

OVERSIGHT AGREEMENT

This Agreement is part of the Contract issued by the Lake Superior State University Board of Trustees (“University Board”), an authorizing body as defined by the Revised School Code, as amended (the “Code”), to WAY Academy – Flint (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

Director of Programs.....	5-1
Program Coordinator	5-4
Enrichment Coach.....	5-6
Academic Success Coach	5-8
Attendance Liaison (Administrative Assistant).....	5-9
Reading or Mathematics Interventionist.....	5-11
Lab Expert.....	5-11
Paraprofessional (includes ELL Para)	5-12
Mentor.....	5-13
Parent Liaison	5-14
Tutor.....	5-15
Data Coach (Data Manager)	5-15
Educational Services Provider Agreement	5-17



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WAY Academy-Flint Staff Expectations Chart

Goal of this document:

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

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



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	<ul style="list-style-type: none"> • Ensure that staff are logging in and completing duties. • Reviewing Data reports for Attendance, Credit, Graduation, Course Requirements, etc. • Address any discipline issues with researchers or staff. <p>Help with planning and execution of projects as assigned by the Superintendent and Director of Charter Schools.</p> <p>Maintain Public Relations with staff, parents, researchers, and</p>	<p>and key dates.</p> <p>Attend the Weekly Director's meeting hosted by the Superintendent.</p> <p>Maintain Regular communication with WAY Program Central Office staff.</p>	<p>Learning Community</p> <ul style="list-style-type: none"> • Building, District, and Mentor Professional Development • School Improvement Plan Meetings <p>Attend the WAY Academy School Board Meetings and communicate School Highlights and data (Enrollment, Retention, Credit Earned, and Attendance).</p> <p>Track trend line data including, but not limited to:</p> <ul style="list-style-type: none"> • Attendance • Enrollment • Credit Earned 	<p>Enrollment October to January</p> <ul style="list-style-type: none"> • Case by Case Enrollment- February to May <p>Organize professional development opportunities for Staff.</p> <p>Maintain professional development log and research needed professional development for personal growth.</p> <p>Observe and Evaluate all WAY Academy Staff.</p> <p>Facilitate organization and completion of state and charter required testing.</p> <ul style="list-style-type: none"> • Performance
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	<p>community.</p> <p>Monitor and Develop programs at WAY Academy.</p> <p>Oversee and Manage WAY Academy school budget.</p> <p>Address Researcher Safety concerns and conduct emergency drills as required by state regulations.</p> <p>Oversee collection and use of researcher data to effect positive change in WAY Academy.</p>		<ul style="list-style-type: none"> ● Retention ● Graduation ● Recruitment ● Honor Roll ● Marketing 	<p>Series Achievement and Growth (Fall, Winter, Spring).</p> <ul style="list-style-type: none"> ● SAT, PSAT, M-STEP, and ACT WorkKeys (Spring). <p>Facilitate planning and completion of Count requirements.</p> <ul style="list-style-type: none"> ● Fall (First Wednesday October) ● Spring (Second Wednesday February) <p>Oversee and lead accreditation and School Improvement process.</p> <p>Supervise the planning and execution of the</p>
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				Graduation Ceremony.
<u>Program Coordinator</u>	<p>Supervise and Manage the Daily operations of WAY Academy SW.</p> <ul style="list-style-type: none"> ● Handling stakeholder complaints and feedback. ● Ensure that staff are logging in and completing duties. ● Reviewing Data reports for Attendance, Credit, Graduation, Course Requirements, etc. ● Address any discipline issues with researchers or staff. <p>Help with planning and execution of projects as</p>	<p>Send out a Weekly Staff email including:</p> <ul style="list-style-type: none"> ● Data on Virtual Attendance ● Data on Credit earned and logins. ● Important updates and key dates. <p>Attend the Weekly Director's meeting hosted by the Superintendent.</p> <p>Maintain Regular communication with WAY Academy Director of Programs.</p>	<p>Host/Attend Staff meetings including, but not limited to:</p> <ul style="list-style-type: none"> ● Administrative Committee Meeting ● Professional Learning Community ● Building, District, and Mentor Professional Development ● School Improvement Plan Meetings <p>Attend the WAY Academy School Board Meetings and communicate School Highlights and data (Enrollment, Retention, Credit Earned, and</p>	<p>Promote WAY Academy through building and district marketing initiatives.</p> <ul style="list-style-type: none"> ● Open Enrollment- May to October ● 25E (Transfer) Enrollment October to January ● Case by Case Enrollment- February to May <p>Assist Director of Programs in organizing professional development opportunities for Staff.</p> <p>Provide input, if needed, in observing and evaluating WAY Academy SW Staff.</p>



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	<p>assigned by the Superintendent and Director of Charter Schools.</p> <p>Maintain Public Relations with staff, parents, researchers, and community.</p> <p>Assist in monitoring and developing programs at WAY Academy SW.</p> <p>Address Researcher Safety concerns and conduct emergency drills as required by state regulations.</p> <p>Oversee collection and use of researcher data to effect positive change in WAY Academy SW.</p>		<p>Attendance).</p> <p>Track trend line data including, but not limited to:</p> <ul style="list-style-type: none"> ● Attendance ● Enrollment ● Credit Earned ● Retention ● Graduation ● Honor Roll 	<p>Facilitate organization and completion of state and charter required testing.</p> <ul style="list-style-type: none"> ● Performance Series Achievement and Growth (Fall, Winter, Spring). ● SAT, PSAT, M-STEP, and ACT WorkKeys (Spring). <p>Facilitate planning and completion of Count requirements.</p> <ul style="list-style-type: none"> ● Fall (First Wednesday October) ● Spring (Second Wednesday February)
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				<p>Attend and assist the Director of Programs in overseeing the School Improvement process.</p> <p>Help the Director of Programs supervise the planning and execution of the Graduation Ceremony.</p>
<p><u>Engagement Coach</u></p>	<p>Maintain WAY Academy social groups on Hero Learning Platform.</p> <p>Coach students on practices to stay engaged at school and to reduce student burnout.</p> <p>Address communications and tickets from Mentors, Parents, and Researchers within two business days of</p>	<p>Monitor low credit and low attendance for researchers.</p> <p>Supervise and Track Mentor progress with assigned researchers</p> <p>Assist with planning student interventions to increase student engagement and productivity.</p> <p>Provide feedback to staff on how to maintain a safe</p>	<p>Attend Monthly Administrative Committee Meeting to address At-Risk and low achieving student performance.</p> <p>Host meetings with assigned Mentoring staff to provide pertinent updates and collect feedback.</p> <p>Conduct a recommitment plan process for</p>	<p>Promote WAY Academy through building and district marketing initiatives.</p> <ul style="list-style-type: none"> ● Open Enrollment- May to October ● 25E (Transfer) Enrollment October to January ● Case by Case Enrollment- February to May



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	<p>reception.</p> <p>Supervise and Manage assigned Mentoring staff.</p> <p>Address all Technology concerns reported by researcher or mentor.</p> <p>Help with planning and execution of projects as assigned by the Director.</p>	<p>and healthy learning environment.</p> <p>Pass names of students that are not meeting the 5 requirements of a researcher to the Director of Programs.</p> <p>Send Researcher Recommendations to support staff for one-on-one assistance.</p>	<p>researchers when necessary.</p> <p>Check and Approve Mentor Invoices.</p> <p>Write-up and submit drop forms/reclaim tickets for exiting researchers. Send to Administrative Assistant and Director.</p> <p>Attends a professional learning community hosted by lab experts</p> <p>Work with Parent liaison to provide parents with necessary skills and materials to successfully assist their students.</p> <p>Assist with hosting Induction refreshers for researchers as necessary</p>	<p>Assist with the planning and completion of Count requirements.</p> <ul style="list-style-type: none"> ● Fall (First Wednesday October) ● Spring (Second Wednesday February) <p>Assist with organization and completion of State Testing.</p> <p>Maintain a professional development log and researcher and request professional development needed for personal growth.</p>
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			for researcher success.	
<p><u>Academic Success Coach</u></p>	<p>Assign and adjust class schedules for researchers. Address communications and tickets from Mentors, Parents, and Researchers within two business days of reception.</p> <p>Supervise and Manage assigned Mentoring staff.</p> <p>Address all Technology concerns reported by researcher or mentor.</p> <p>Provides one-on-one support to researchers on caseload.</p> <p>Help with planning and execution of projects as assigned by the Director.</p>	<p>Monitor low credit and low attendance for researchers. Supervise and Track Mentor progress with assigned researchers.</p> <p>Develop and maintain a list of At-Risk and low achieving researchers. Provide logs of researcher appointments which include: Name, Grade Level, Date, Time, and Summary of academic intervention.</p> <p>Develop and Monitor work plans for researcher caseload.</p> <p>Regularly communicates researcher progress to staff and parents.</p>	<p>Attend Administrative Committee Meetings with the Director to address At-Risk and low achieving student performance.</p> <p>Host meetings with assigned Mentoring staff to provide pertinent updates and collect feedback</p> <p>Conduct a recommitment plan process for researchers when necessary.</p> <p>Check and Approve Mentor Invoices.</p> <p>Write-up and submit drop forms/reclaim tickets for exiting</p>	<p>Use state and charter assessment data to select researcher caseload.</p> <p>Promote WAY Academy through building and district marketing initiatives.</p> <ul style="list-style-type: none"> ● Open Enrollment- May to October ● 25E (Transfer) Enrollment October to January ● Case by Case Enrollment- February to May <p>Assist with the planning and completion of Count requirements.</p> <ul style="list-style-type: none"> ● Fall (First Wednesday October)



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



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	<p>with low attendance to develop a schedule that meets WAY Academy attendance requirements.</p> <p>Answer and Direct phone calls.</p> <p>Receive and file incoming faxes.</p> <p>Help with planning and execution of projects as assigned by the Director.</p>	<p>Send Approved PTO requests to HR. Create and send POs as needed for purchases.</p> <p>Create Communication logs for researcher contacts.</p>	<p>Post Board of Education notice and help with planning of meeting including:</p> <ul style="list-style-type: none"> ● Dinner ● Printing of Documents ● Gathering of necessary supplies ● Ordering of Diplomas <p>Ordering/Mailing of Honor Roll Certificates and prizes.</p> <p>Completion of Emergency Drills.</p> <p>Ordering of Teaching/Building Supplies. Creation and Mailing of School Newsletter.</p>	<p>required documentation for audits. Includes, but not limited to, Pupil Accounting, Title, Immunization (MCIR), and Staffing.</p> <p>Update School Calendar.</p> <p>Order Keys and Badges for Staff as necessary.</p>
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<p><u>Reading or Mathematics Interventionist</u></p>	<p>Engage with students one-on-one, in small groups, and through regular communication.</p> <p>Grade projects and reply to communications within two business days of receipt.</p> <p>Assist with the planning and execution of the Reading/Mathematics program at academy.</p> <p>Help with planning and executing of projects as assigned by the Director.</p>	<p>Develop and maintain a list of At-Risk and low achieving researchers.</p> <p>Provide logs of researcher appointments which include: Name, Grade Level, Date, Time, and Summary of academic intervention.</p> <p>Regularly communicates researcher progress to staff and parents.</p>	<p>Participate in the Monthly Professional Learning Community and provide resources to Lab Experts and support staff.</p> <p>Maintain a Calendar of Researcher Appointments (1-on-1 support and Induction)</p> <p>Observe Experts to provide Peer Feedback on Instructional Practice.</p>	<p>Lead professional development opportunities as needed to improve instructional practice.</p> <p>Provide outreach to community organizations that can provide additional support/resources in reading and mathematics.</p> <p>Maintain a professional development log and researcher and request professional development needed for personal growth.</p>
<p><u>Lab Expert</u></p>	<p>Engage with students one-on-one, in small groups, and through regular communication.</p> <p>Grade projects and reply</p>	<p>Facilitate small group sessions (Live Sessions).</p> <ul style="list-style-type: none"> ● Minimum of 4 sessions for Full-Time. ● Minimum of 2 	<p>Plan a monthly small group sessions (Live Sessions) Calendar.</p> <ul style="list-style-type: none"> ● Instructional Support. ● Elective, Honors, 	<p>Assist with Induction (Orientation) Meetings and Process.</p> <p>Maintain a professional development log;</p>



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



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



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



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



W·A·Y™ ACADEMY

Widening Advancements for Youth

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

THIS MANAGEMENT AGREEMENT (the “Agreement”) is made and entered into as of the 1st day of July, 2023, by and between W-A-Y for Youth, a Michigan non-profit corporation (“W-A-Y”), located at 817 E. Kearsley St, Flint, Michigan 48503 and W-A-Y Academy-Flint, a body corporate and public school academy (the “Academy”) by and through its Board of Directors (“Academy Board”) formed under Part 6A of the Revised School Code (the “Code”), as amended, being sections 380.501 to 380.507 of the Michigan Compiled Laws located in Michigan.

RECITALS

The following is a recital of facts underlying this Agreement:

The Academy is a charter school, organized as a public school academy under the Code. The Academy was issued a contract, dated July 1, 2023 (along with any schedules, exhibits, and amendments, the “Contract”), to charter a public school academy by Lake Superior State University Board of Trustees, a Michigan public body corporate (“University Board” or the “Authorizer”) to organize and operate a public school academy, with the University Board as the authorizing body. The Code permits a public school academy to contract with persons and entities for the operation and management of the public school academy.

W-A-Y specializes in providing educational institutions, vocational schools, and other organizations with a variety of educational services and products, including management, curriculums, educational programs, teacher training, and technology. W-A-Y’s products and services are designed to serve the needs of a diverse student population.

The Academy and W-A-Y desire to create an enduring educational partnership, whereby the Academy and W-A-Y will work together to bring educational excellence and innovation to the Flint, Michigan area, based on W-A-Y’s school design, comprehensive educational program, institutional principles and management methodologies.

In order to implement an innovative educational program at the school, the parties, desire to establish this arrangement for the management and operation of certain of the Academy’s educational and administrative activities or functions.

Therefore, it is mutually agreed as follows:

ARTICLE I

CONTRACTING RELATIONSHIP

A. Authority. The Academy Board represents that it is authorized by law to contract with a private entity and for that entity to provide educational, business administration and management services. The Academy Board further represents that it has been issued a Contract by the University Board to organize and operate a public school academy situated in Michigan. The Academy Board is therefore authorized by the University Board to supervise and control the Academy, and is vested with all powers within applicable law for carrying out the educational program contemplated in this Agreement.

B. Contract. Acting under and in the exercise of such authority, the Academy hereby contracts with W-A-Y to the extent permitted by law, to provide all functions relating to the provision of educational services and the management and operation of the Academy in accordance with the terms of this Agreement and the Contract. W-A-Y agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Academy's Contract issued by the University Board. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in the Agreement.

C. Status of the Parties. W-A-Y is a non-profit corporation, 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 W-A-Y. The relationship between W-A-Y and the Academy is based solely on the terms of this Agreement. No provision of this Agreement shall interfere with the Academy Board's rights under the Contract or the Academy Board's exercise of its statutory, contractual, or fiduciary responsibilities governing the operation of the Academy, and neither shall be limited or rendered impossible by any action or inaction of W-A-Y. Additionally, no action or inaction by W-A-Y or any provision in the Agreement shall 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.

D. Independent Contractor Status. The relationship between the parties is that of an independent contractor, and not employer-employee. No agent or employee of W-A-Y shall be determined to be the agent or employee of the Academy. Notwithstanding the foregoing, W-A-Y and its employees are designated as limited agents of the Academy in the following specific instances only:

1. W-A-Y, its respective officers, directors, employees, and designated agents are hereby authorized to serve as agents of the Academy having a legitimate educational interest such that they are jointly and severally entitled to access to educational records under 20 U.S.C. Section 1232g, the Family Educational Rights and Privacy Act.

2. During the term of this Agreement, the Academy may disclose confidential data and information to W-A-Y, and its respective officers, directors, employees and designated agents to the extent permitted by applicable law, including without limitation, the Individual with Disabilities Education Act ("IDEA"), 20 USC §1401 *et seq.*, 34 CFR 300.610 – 300.626; Section 504 of the Rehabilitation Act of 1973, 29 USC §794a, 34 CFR 104.36; the Michigan Mandatory

Special Education Act, MCL 380.1701 *et seq.*; the Americans with Disabilities Act, 42 USC §12101 *et seq.*; the Health Insurance Portability and Accountability Act (“HIPAA”), 42 USC 1320d – 13200d-8; 45 CFR 160, 162 and 164; and social security numbers, as protected by the federal Privacy Act of 1974, 5 USC §552a; and the Michigan Social Security Number Privacy Act, MCL 445.84.

3. As otherwise expressly designated by written agreement of the parties with consent from anyone whose consent is required by law or contract.

4. W-A-Y will be solely responsible for its acts and the acts of its agents, employees, and subcontractors. No provision of this Agreement shall predetermine the Academy Board’s course of action in choosing to assert or not assert, waive or not waive, governmental immunity.

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

F. Chief Administrative Officer. Pursuant to the Uniform Budget and Accounting Act, MCL 141.422b, the Academy Board is responsible for designating the Chief Administrative Officer for the Academy. If the Academy employs a superintendent, then the Academy Board may designate the superintendent as the Chief Administrative Officer of the Academy. If the Academy contracts with a superintendent, then the Academy Board shall designate an Academy Board member as the Chief Administrative Officer of the Academy. Neither W-A-Y nor any W-A-Y owner, officer, director, employee or agent shall be designated as the Chief Administrative Officer of the Academy, but a W-A-Y employee may assist an Academy Board member who is the Chief Administrative Officer in carrying out their responsibilities.

ARTICLE II TERM

Term. This Agreement shall become effective upon execution and shall run coterminous with the Contract issued to the Academy by the University Board. If the Academy’s Contract issued by the University Board 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. The term of this Agreement shall not exceed the term of the Contract.

ARTICLE III

OBLIGATIONS OF W-A-Y

In consideration of the management fee paid by the Academy, W-A-Y shall perform the following:

A. Responsibility. W-A-Y shall be responsible, and accountable to the Academy Board, for the management, operation, and performance of the Academy.

B. Educational Program. The educational program and the program of instruction shall be implemented by W-A-Y. W-A-Y may recommend changes in the education program contained in the Contract (“Educational Program”) to the Academy Board. The Educational Program may be adapted and modified from time to time with prior Academy Board approval and in conjunction with the Contract amendment process, it being understood that an essential principle of a successful, effective educational program is its flexibility, adaptability, and capacity to change in the interest of continuous improvement and efficiency, and that the Academy and W-A-Y are interested in results and not in inflexible prescriptions.

C. Strategic Planning. At the request of the Academy Board, W-A-Y shall help design strategic plans for the continuing educational and financial benefit of the Academy.

D. Public Relations. W-A-Y shall assist the Academy Board with the design and implementation of an ongoing public relations strategy for the development of beneficial and harmonious relationships with other organizations and the community.

E. Specific Functions. W-A-Y will provide the following services to the Academy under the direction and supervision of the Academy Board:

Operational Public School Academy Services

1. Financial
 - *Preparation of an annual budget
 - *Develop salary schedules
 - *Select benefit packages
 - *Determine retirement options
 - *Provide Payroll Services
 - *Assist with yearly audit and locating C.P.A. (however, the Academy Board shall have the sole authority to select, retain, evaluate or replace an independent accounting firm to conduct the annual audit)
 - *Pay Academy Board approved invoices on a timely basis
2. Educational Planning
 - *Curriculum Expansion
 - *Selection of assessments approved by the Academy Board
 - *Assist with development and implementation of School Improvement Plan
 - *Assist with accreditation of Academy from North Central Association

*Assist with development and implementation of Technology Plan

3. Staff Development
 - *Offer workshops and seminars
 - *Offer professional growth activities
 - *Develop and, after Academy Board approval, administer Administrator and Educator evaluation and observation in accordance with Sections 1249 and 1250 of the Code
4. Problem Solving
 - * Manage W-A-Y Personnel issues
 - * Conflict resolution
 - * Student/parent/teacher issues
5. Compliance Issues
 - * Membership reports
 - * Annual reports
 - *Annual audits
6. Purchase equipment/furniture approved by the Academy Board
7. Contracted Services (as needed)
 - *Maintenance (building)
 - *Cleaning supplies/equipment
 - * Snow removal
 - * Lawn service
 - * Painting
 - * Landscaping
 - * Parking lot maintenance
 - * Playground equipment
 - * Athletic equipment

Assets provided, or caused to be provided, to the Academy by W-A-Y with funds W-A-Y has received from sources other than the Academy under Article V shall remain the property of W-A-Y or the providing entity unless agreed in writing to the contrary. All acquisitions made by W-A-Y for the Academy with funds W-A-Y has received pursuant to Article V including, but not limited to, instructional materials, equipment, supplies, furniture, computers and technology, shall be owned by and remain the property of the Academy. The Academy Board shall retain the obligation, as provided in Section 1274 of the Code, to adopt written policies governing the procurement of supplies, materials, and equipment. In the event that W-A-Y purchases supplies, materials, or equipment from third parties as agent for or on behalf of the Academy, W-A-Y shall comply with Section 1274 of the Code as if the Academy were making such purchases directly from a third party and such equipment, materials, and supplies shall be and remain the property of the Academy. W-A-Y certifies that there shall be no markup of costs or any added fees for supplies, materials, or equipment procured by W-A-Y on the Academy's behalf and that said supplies, materials and/or equipment shall be inventoried in such a way that it can be clearly

established which property belongs to the Academy.

F. Subcontracts. W-A-Y reserves the right to subcontract any and all aspects of all other services it agrees to provide to the Academy, including, but not limited to transportation, food service, payroll and/or any computer services with the prior approval of the Academy Board. W-A-Y shall not subcontract the management, oversight, staffing, or operation of the teaching and instructional program, except as specifically permitted herein or with the prior approval of the Academy Board.

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

H. Student Recruitment. W-A-Y and the Academy shall be jointly responsible for the recruitment of students subject to agreement on general recruitment and admission policies approved by the Academy Board. Application by or for students shall be voluntary, and shall be in writing. Students shall be enrolled in accordance with the procedures set forth in the Academy's Contract and in compliance with the Code and other applicable law.

I. Legal Requirements. W-A-Y shall assist the Academy in providing Educational Programs that meet the requirements imposed under the Contract and applicable law, unless such requirements are, or have been waived by the appropriate State or Federal government authorities.

J. Rules and Procedures. W-A-Y shall recommend reasonable rules, regulations and procedures applicable to the Academy, and W-A-Y is authorized and directed to enforce such rules, regulations, and procedures adopted by the Academy Board.

K. School Years and School Day. The school year and the school day shall be scheduled as required by law and the Contract.

L. Additional Grades and Student Population. If requested by the Academy Board, W-A-Y, in connection with the Academy Principal, shall make the recommendation to the Academy Board concerning limiting, increasing, or decreasing the number of grades offered and the number of students served per grade or in total, within the limits provided for by the Academy's Contract.

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

The Academy will own all proprietary rights to Educational Materials that: (i) have been developed by the Academy and are owned by the Academy on the date this Agreement is entered into; (ii) are developed by the Academy and paid for by the Academy; or (iii) are developed by W-A-Y or a third party at the direction of the Academy and paid for with Academy funds dedicated for the specific purpose of developing such curriculum or materials (the

"Academy Materials").

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

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

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

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

ARTICLE IV OBLIGATIONS OF THE BOARD

The Academy Board shall exercise good faith in considering the recommendations of W-A-Y and the Academy Principal including, but not limited to their recommendations concerning policies, rules, regulations, procedures, curriculum, budgets, fund raising, public relations and school entrepreneurial affairs. W-A-Y does understand all of these decisions remain the

responsibility of the Academy Board and may not be delegated directly to W-A-Y.

**ARTICLE V
FINANCIAL
ARRANGEMENTS**

A. Compensation for Services. During the term of this Agreement, the Academy shall pay W-A-Y a capitation fee of an amount equal to ten (10%) percent, based upon all of the funds received by the Academy that the State of Michigan determines the Academy is entitled to receive pursuant to the State School Aid Act of 1979, as amended, for the particular students enrolled in the Academy (“SSA”) and the 31A –At Risk, Title I, IIA, IID and V program funds. The SSA may change according to overall changes in the student allocations by the State of Michigan. Such fee shall not be less than \$1,325,000 nor exceed \$2,650,000 in any one academic year of the Academy.

B. No Related Parties or Common Control. W-A-Y will not have any role or relationship with the Academy that, in effect, substantially limits the Academy Board’s ability to exercise its rights, including cancellation rights, under this Agreement. The Academy Board may not include any director, officer or employee of a management company that contracts with the Academy. In furtherance of such restriction, it is agreed between the Academy and W-A-Y that none of the voting power of the Academy Board will be vested in W-A-Y or its directors, members, managers, officers, shareholders, and employees, and none of the voting power of the governing body of W-A-Y will be vested in the Academy or its directors, members, managers, officers, shareholders, and employees. The Academy and W-A-Y will not employ the same individuals. Further, the Academy and W-A-Y will not be members of the same controlled group, as defined in Section 1.150-1 (f) of the regulations under the Internal Revenue Code of 1986, as amended, or related persons, as defined in Section 144(a)(3) of the Internal Revenue Code of 1986, as amended.

C. Payment of Costs. In addition to the fee described in this Article V(A), the Academy shall timely reimburse W-A-Y for all costs incurred and paid by W-A-Y in providing the Educational Program and other goods and services, at the Academy pursuant to Articles III, V, VI, and XI of this Agreement, provided such costs are consistent with the Academy budget approved by the Academy Board. Such costs include, but are not limited to, advertising, typing, printing, duplicating, postage, application fees, curriculum materials, textbooks, library books, furniture and equipment, computers, supplies, salaries and related expenses of W-A-Y employees assigned to the Academy to provide goods and services to the Academy (but excluding any corporate costs of W-A-Y), building payments, maintenance, capital improvements (if not paid directly by the Academy) and subcontractor fees. In paying costs on behalf of the Academy, W-A-Y shall not charge an added fee. The Academy shall not reimburse W-A-Y for any costs incurred or paid by W-A-Y as a result of services provided or actions taken pursuant to Articles I, II, IV, VII, VIII (except as otherwise specifically indicated), IX, X, XII, XIII, and XIV of this Agreement. The Academy Board may pay or reimburse W-A-Y for approved fees or expenses upon properly presented documentation and approval by the Academy Board, or the Academy Board may advance funds to W-A-Y for the approved fees or expenses associated with the Academy’s operation provided that documentation for the fees and expenses are provided for

Academy Board ratification within thirty (30) days after the expense is incurred. Any costs reimbursed to W-A-Y that are determined by the independent audit not to be reasonably incurred on behalf of the Educational Program of the Academy shall be promptly returned to the Academy by W-A-Y. W-A-Y shall have no obligation to make loans to the Academy.

D. Time and Priority of Payments. The fee due to W-A-Y shall be calculated for each school year at the same time as the State of Michigan calculates the SSA, and adjustments to such calculation shall occur at the same time as the State of Michigan makes adjustments to the SSA. W-A-Y shall receive its fee as calculated pursuant to the preceding sentence in eleven (11) installments beginning in October of each school year and ending in August of each school year. Such installment amounts shall be due and payable within five (5) days of receipt by the Academy of its monthly SSA.

E. Other Revenue Sources. In order to supplement and enhance the school aid payments received from the State of Michigan, and improve the quality of education, the Academy and W-A-Y shall endeavor to obtain revenue from other sources. In this regard:

1. With prior approval of the Academy Board, the Academy and/or W-A-Y shall solicit and receive grants and donations consistent with the mission of the Academy.
2. With prior approval of the Academy Board, the Academy and/or W-A-Y may apply for and receive grant money, in the name of the Academy.
3. To the extent permitted under the Code and with prior approval of the Academy Board, W-A-Y may charge fees to students for Additional Programs (as defined in Article VII, Section A) and charge non-Academy students who participate in such Additional Programs. To the extent that W-A-Y is involved with the management of the Additional Programs, W-A-Y and the Academy will split all revenue collected from the Additional Programs, in a proportion agreed upon by the parties in advance of W-A-Y conducting such programs, less expenses to the Academy caused by such Additional Programs, if not prohibited by law.

F. Other Institutions. The Academy acknowledges that W-A-Y may enter into similar management agreements with other public or private educational schools or institutions (“Institutions”). W-A-Y shall maintain separate accounts for reimbursable expenses incurred on behalf of the Academy and other Institutions, and only charge the Academy for expenses incurred on behalf of the Academy. If W-A-Y incurs authorized reimbursable expenses on behalf of Academy and other Institutions which are incapable of precise allocation between the Academy and such Institutions, to the extent permitted under applicable law, then W-A-Y, shall allocate such expenses among all such Institutions, and the Academy, on a pro-rata basis based upon the number of students enrolled at the Academy and the Institutions, or upon such other equitable basis as is acceptable to the parties. All grants or donations received by the Academy or by W-A-Y for the specific benefit of the Academy shall be used solely for the Academy. Marketing and development costs paid by or charged to the Academy shall be limited to those costs specific to the Academy program, and shall not include any costs for the marketing and development of W-A-Y, or other schools managed by W-A-Y. No corporate costs or “central office” personnel costs of W-A-Y shall be charged to, or reimbursed by, the Academy unless otherwise specifically

agreed to by the Academy.

G. Reporting. W-A-Y shall provide the Academy Board with:

1. All information the Academy’s auditors reasonably request.
2. Reports on Academy operations, finances, and student performance, upon request of the Academy Board, the University Board or the State of Michigan.
3. Level of compensation and fringe benefits of employees assigned to the Academy.
4. On not less than a monthly basis, a written report detailing the status of the budget to actual revenues, a balance sheet, and a detailed schedule of expenditures at an object level detail, expenditures and changes in fund balance that includes a comparison of budget-to-actual information, and an explanation of variances for review and approval by the Academy Board. This report shall explain any material variances from the approved budget and shall contain recommendations for necessary budget corrections. The foregoing presentation shall be in a form and format mutually agreed upon by the Academy Board and W-A-Y acceptable to the Academy Board and shall be provided to the Academy Board members not less than five (5) business days prior to the Academy Board meeting at which the information will be considered in the Academy Board packets sent to Academy Board members in preparation for Academy Board meetings. W-A-Y shall provide special reports as reasonably necessary or as reasonably requested by the Academy Board to keep the Board informed of changing conditions
5. Other information on a periodic basis or as reasonably requested by the Academy Board to enable the Academy Board to monitor W-A-Y’s educational performance and the efficiency of its operations of the Academy.

H. Access to Records. W-A-Y shall keep accurate financial records and other statutorily required educational and student records pertaining to its operation of the Academy, together with all Academy records prepared by or in the possession of W-A-Y, and, retain all of said records to which such books, accounts and records relating to the Academy shall be retained in accordance with the Michigan Department of Education’s record retention policy. All Academy records in the possession of W-A-Y are owned by the Academy and are Academy records. All financial, educational and student records pertaining to the Academy are Academy property. Such records are subject to the Michigan Freedom of Information Act and shall be physically stored at the Academy’s physical facilities or directly accessible at the Academy facility. Except as permitted under the Contract and applicable law, nothing in this Agreement shall be interpreted to restrict the University’s or the public’s access to the Academy’s records. All records pertaining to W-A-Y’s teacher and administrator certifications, as well as a copy of the W-A-Y employee handbook shall be maintained physically on site or directly assessable at the Academy facility. W-A-Y and the Academy shall maintain the proper confidentiality of personnel, student and other records as required by law. W-A-Y shall make all Academy records available to the Academy’s independent auditor and the University or the University Charter Schools Office upon request. In the event of a data breach of confidential information, including but not limited to the release of personally identifiable information (PII) from Academy education records or other records, W-A-Y will notify students and families, and take all necessary action to mitigate the data security breach in accordance with Academy policy.

I. Review of Budget. W-A-Y shall be responsible for preparing a draft of the annual budget. The Academy Board shall be responsible for reviewing, revising, and approving the annual budget of the Academy. W-A-Y may not make expenditures or commitments which deviate from the amounts or purposes of appropriations contained in the approved budget without the prior approval of the Academy Board in the form of an approved amendment of the budget in accordance with applicable law and the Contract. In addition, the Academy Board is responsible for determining the budget reserve amount included as part of the Academy's annual budget, for implementing fiscal policies that will assist the Academy in attaining the stated budget reserve amount and for approving necessary amendments to the budget to reflect necessary deviations from the adopted budget. The budget may be amended from time to time as deemed necessary by the Academy Board.

J. Annual Audit. The Academy Board shall select, retain, and pay an independent auditor for an annual financial audit in accordance with the Contract and applicable state law. W-A-Y shall cooperate with said auditor and will make sure that all Academy's financial records and W-A-Y records related to the Academy are made available to the independent auditor and the University. W-A-Y shall not select, retain, evaluate, or replace the independent auditor for the Academy.

K. Payment of Academy Funds. The Academy Board shall determine the depository of all funds received by the Academy. All funds received by the Academy shall be initially deposited in the Academy's depository account. Signatories on the depository account shall be current Academy Board members properly designated annually by Academy Board resolution. All interest or investment earnings on Academy deposits shall accrue to the Academy. The Academy Board shall provide Academy funding on a consistent and timely basis to W-A-Y to fulfill its obligations under this Agreement.

L. Compliance with Section 12.17 of Contract Terms and Conditions. W-A-Y shall make information concerning the operation and management of the Academy, including without limitation the information described in 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.

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

ARTICLE VI PERSONNEL & TRAINING

A. Personnel Responsibility. Subject to Academy Board policies and the Academy Board approved budget, W-A-Y shall, in cooperation with the Academy, recommend to the Academy Board staffing levels, and select, evaluate, assign, discipline and transfer personnel, consistent with state and federal law, and consistent with the parameters adopted and included within the Contract. The Academy and W-A-Y agree that W-A-Y has all the rights, discretion and authority required by law to constitute an “employer” as defined in 29 U.S.C. §152(2) of the National Labor Relations Act and is subject to the jurisdiction of the National Labor Relations Board. The Academy Board may request that W-A-Y personnel be removed from their duties as to the Academy by W-A-Y if the Academy is dissatisfied with their performance, but all ultimate personnel decisions are reserved to W-A-Y, as the sole employer. W-A-Y shall not have contracts with staff assigned to the Academy (including by way of example and not limitation, teachers, administrators, counselors and the like) which contain non-compete agreements of any nature.

B. Principal. Because the accountability of W-A-Y to the Academy is an essential foundation of this partnership, and because the responsibility of a principal (“Principal”) is critical to its success, the Principal will be an employee of W-A-Y and W-A-Y will have the authority, consistent with state law, to select and supervise the Principal and to hold him or her accountable for the success of the Academy. The employment contract between W-A-Y and the Principal, and the duties and compensation of the Principal shall be determined by W-A-Y consistent with the Contract and the Academy Board’s approved budget. The Principal and W-A-Y, in turn, will have similar authority to select and hold accountable the teachers in the Academy.

C. Teachers. Subject to the Contract, Academy Board policies, and the Academy Board approved budget, and from time to time thereafter, W-A-Y shall recommend to the Academy Board the number of teachers, and the applicable grade levels and subjects, required for the operation of the Academy. Thereafter, the Academy Board shall determine the number and applicable grade levels and subjects of the Academy. W-A-Y shall provide and assign such teachers, qualified in the grade levels and subjects to the Academy, as are required by the Code and the Academy Board. The curriculum taught by such teachers shall be the curriculum prescribed by the Academy and set forth in the Contract. Such teachers may, in the discretion of W-A-Y, work at the Academy on a full or part time basis, provided that if teachers work at the Academy on a part time basis, such teachers’ salaries and benefits shall be pro-rated in the Academy’s budget. If assigned to the Academy on a part time basis, such teachers may also work at other schools managed or operated by W-A-Y. Each teacher assigned or retained to the Academy shall hold a valid teaching certificate issued by the State Board of Education under the Code and shall have undergone a criminal background and record check and unprofessional conduct check, as required under the Code for teachers who are employees of the Academy.

D. Support Staff. W-A-Y shall recommend, and the Academy Board shall determine, the number and functions of support staff required for the operation of the Academy. The parties anticipate that such support staff may include clerical staff, administrative assistants to the Principal, a bookkeeping staff, maintenance personnel, and the like. W-A-Y and the Academy Board shall mutually agree on how sharing such support staff can be conducted with efficiency.

E. Employer of Personnel. Except as specified in this Agreement, all administrative,

instructional, and support staff personnel performing functions on behalf of the Academy shall be employees of W-A-Y. Compensation of all employees of W-A-Y shall be paid by W-A-Y. W-A-Y is responsible for paying employees leased to the Academy or working on Academy operations irrespective of whether W-A-Y receives an advancement of its costs or the payment of services from the Academy. For purposes of this Agreement, "Compensation" shall include salary, fringe benefits, and state and federal tax withholdings. W-A-Y shall be responsible for paying workers' compensation and social security, unemployment, and any other taxes required by law to be paid on behalf of its employees. Unless required by applicable statute, court or administrative decision, or Attorney General's opinion, W-A-Y shall not make payments to the Michigan Public School Employees' Retirement System or any other public retirement system on behalf of its employees. W-A-Y shall be responsible for conducting criminal background checks and unprofessional conduct checks on its employees and any contractors that frequently come into contact with students, as if it were a public school academy under the Code. Evidence of same shall be confidential and stored in a secure manner, in physical form, at the Academy or directly accessible at the Academy facility. Teachers employed by W-A-Y shall not be considered teachers for purposes of continuing tenure under MCLA § 38.71 *et seq.*

F. Training. W-A-Y shall provide training in its methods, curriculum, program, and technology to all teaching personnel on a regular and continuous basis. Such methodology shall, at a minimum, utilize W-A-Y's teaching staff to utilize their own professional abilities to provide in-service training to each other. Instructional personnel will receive at least the minimum number of professional development hours as required under the Code. Non-instructional personnel shall receive such training as W-A-Y determines as reasonable and necessary under the circumstances consistent with the Code.

G. Other Financial Relationships. Any lease, promissory notes or other negotiable instruments, lease-purchase agreements or other financing agreements between the Academy and W-A-Y shall be contained in a document separate from this Agreement, and shall be separately approved by the University Board, and shall comply with all applicable law, the Contract issued by the University Board, and any applicable policies created by the University Board and/or the Lake Superior State University Charter Schools Office.

ARTICLE VII ADDITIONAL PROGRAMS

A. Additional Programs. The services provided by W-A-Y to the Academy under this Agreement consist of the Educational Program during the school year and school day as set forth in the Contract. With prior approval of the Academy Board, W-A-Y may provide extra services such as summer and after school programs, athletics, adult and community education and other special programs ("Additional Programs").

B. Food Service and Transportation. W-A-Y will not initially provide transportation services to students at the Academy. If approved by the Academy Board, the students will be

provided a catered lunch program under the normal school lunch programs funded by the National School Lunch Program or an alternative funding source acceptable to the Academy Board.

ARTICLE VIII TERMINATION OF AGREEMENT

A. Termination By W-A-Y. W-A-Y may terminate this Agreement with cause prior to the end of the term with sixty (60) days prior written notice. W-A-Y may terminate this Agreement without cause on one hundred and eighty (180) days prior written notice.

B. Termination by the Academy. The Academy may terminate this Agreement with cause prior to the end of the term with sixty (60) days prior written notice. The Academy may terminate this Agreement without cause on one hundred and eighty (180) days prior written notice.

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

D. Effective Date of Termination. In the event that this Agreement is terminated by either party prior to the end of the term specified in Article I, 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 ESP (or self-management) is in effect; or (ii) the end of the current school year in which the termination is invoked. A change in ESP (or a decision to self-manage) in mid school year is strongly discouraged and will be disapproved by the Charter Schools Office absent compelling circumstances and a clear demonstration that the new ESP (or transition to self-management) can seamlessly assume management and operations of the school without disrupting the school's operations.

E. Expiration. Upon expiration of this Agreement at the completion of the Contract term and where there is no renewal, or upon the termination of this Agreement, whether with or without cause, W-A-Y shall have the right to (a) reclaim any usable property or equipment (e.g., copy machines, personal computers) it provided to the Academy at W-A-Y's expense and not paid for by the Academy, or (b) to make payment for any such property, at the sole option of the Academy Board. If the Academy Board chooses to purchase such property, the purchase price shall be either fair market value of such property determined as of the effective date of the termination or expiration of this Agreement or the depreciated cost of such property, whichever is less. Fixtures and building alterations shall become the property of the building owner.

F. Transition and Termination. Upon termination, W-A-Y shall work for a period up to ninety (90) days if deemed necessary by the Academy to transition to a new Educational

Service Provider. The fee shall be in accordance with the compensation stated herein. However, upon termination or expiration of the Agreement, or in the event the Agreement is terminated due to a Contract revocation, reconstitution, termination or non-renewal, W-A-Y shall, without charge: (i) close the books on the then-current school fiscal year; (ii) organize and prepare the Academy's records for transition to the new ESP, self-management or dissolution; (iii) provide the Academy with an updated fixed asset schedule showing all property owned by the Academy; (iv) provide an updated list of outstanding vendor invoices with total amount owed (including the total outstanding owed by the Academy to W-A-Y, if any); (v) the amount owed by W-A-Y to the Academy, if any; (vi) organize and prepare student records for transition to the new ESP, self-management or in the cause of a school closure, transfer to a student's new school as 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 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 W-A-Y to the Academy.

G. No Penalty Early Termination. In the event that the Academy is required (i) to close an Academy site pursuant to a notice issued by the Department under Section 507 of the Code, MCL 380.507; or (ii) to undergo a reconstitution pursuant to Section 507 of the Code, MCL 380.507 and the Contract Terms and Conditions, and such closure of an Academy site or reconstitution causes an amendment to or termination of this Agreement, the parties agree that this Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy, and W-A-Y shall have no recourse against the Academy or the University Board for implementing such site closure or reconstitution.

ARTICLE IX PROPRIETARY INFORMATION

A. Proprietary Information. The Academy owns all proprietary rights to curriculum or educational materials that: (i) are both directly developed and paid for by the Academy; or (ii) were developed by W-A-Y at the direction of the Academy Board with Academy funds dedicated to the purpose of developing such curriculum or materials. W-A-Y owns all proprietary rights to curriculum and educational materials previously developed or copyrighted by W-A-Y, curriculum and educational materials developed by W-A-Y not using funds from the Academy, and curriculum and educational materials not dedicated to the specific purpose of developing Academy curriculum or educational materials. W-A-Y and the Academy shall each have the sole and exclusive right to license materials for which they own proprietary rights for use by other school districts, public schools and customers or to modify and/or sell material to other schools and customers. The Academy and W-A-Y each shall use reasonable efforts to ensure that its personnel and agents refrain from disclosing, publishing, copying, transmitting, modifying, altering or utilizing proprietary information owned by the other party. W-A-Y's educational materials and teaching techniques used by the Academy are subject to disclosure under the Code and the Freedom of Information Act.

B. Required Disclosure. The Academy Principal shall be permitted to report any new teaching techniques or methods of revisions to known teaching techniques or methods to the Academy Board and to the State Board of Education, which techniques or methods may thereafter be made available to the public, as provided in Sections 505(3) of the Code, notwithstanding anything contained in this Article IX to the contrary.

ARTICLE X INDEMNIFICATION

A. Indemnification. To the extent permitted by applicable law, and without waiving any governmental immunities, the Academy shall indemnify and save and hold W-A-Y and all if its employees, officers, directors, subcontractors, and agents (collectively “W-A-Y Employees”) harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken or not taken by Academy or any of its Academy employees in the event of any claim that this Agreement or any part thereof is in violation of law; any noncompliance by the Academy with any agreements, covenants, warranties, or undertakings of the Academy contained in or made pursuant to this Agreement; and any misrepresentation or breach of the representations and warranties of the Academy contained in or made pursuant to this Agreement. In addition, the Academy shall reimburse W-A-Y for any and all legal expenses and costs associated with the defense of any such claim, demand, or suit.

W-A-Y shall indemnify and save and hold the Academy and all if of its employees, officers, directors, subcontractors, and agents (collectively “Academy Employees”) harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any action taken or not taken by the W-A-Y or any of its W-A-Y Employees in the event of any claim that this Agreement or any part thereof is in violation of law; any noncompliance by W-A-Y with any agreements, covenants, warranties, or undertakings of W-A-Y contained in or made pursuant to this Agreement; and any misrepresentation or breach of the representations and warranties of W-A-Y contained in or made pursuant to this Agreement. In addition, W-A-Y shall reimburse the Academy for any and all legal expenses and costs associated with the defense of any such claim, demand, or suit.

B. 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 for purposes of this paragraph, “the University”) are deemed to be third party beneficiaries for purposes of this Agreement pursuant to the Contract. As third party beneficiaries, W-A-Y hereby promises to indemnify, defend, and hold harmless the University from and against all claims, demands, actions, suits, causes of action, losses, judgments, damages, fines, penalties, forfeitures, or any other liabilities or losses of any kind, including costs, attorney fees, and related expenses imposed upon or incurred by the University, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the University, which arise out of or are in any manner connected with University Board’s approval of the Academy’s application, the University Board’s consideration of or

issuance of a Contract, W-A-Y's preparation for and operation of the Academy, or which are incurred as a result of the reliance by the University upon information supplied by W-A-Y , or which arise out of the failure of W-A-Y to perform its obligations under the Contract, this 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 W-A-Y to enforce its rights as set forth in this Agreement.

ARTICLE XI INSURANCE

A. Insurance of the Academy. The Academy shall maintain insurance coverage in the amounts required by the Contract, including the indemnification of W-A-Y provided by this Agreement. In the event that the insurance carrier for the Academy's Authorizer, Lake Superior State University, requests changes in the coverage identified in the Contract, the Academy agrees to comply within thirty (30) days after written notice of the insurance coverage change. The Academy shall, upon request, present evidence to W-A-Y that it maintains the requisite insurance in compliance with the provisions of this paragraph. W-A-Y shall comply with any information or reporting requirements applicable to the Academy under the Academy's policy with its insurer(s) or the Contract.

B. Insurance of W-A-Y. W-A-Y shall secure and maintain general liability insurance with the Academy listed as an additional insured. W-A-Y shall maintain insurance coverage in an amount and on such terms as are reasonably acceptable to the Academy Board and as required by the Contract, including the indemnification of the Academy provided by this Agreement and including coverage for sexual molestation or abuse. W-A-Y shall, upon request, present evidence to the Academy that it maintains the requisite insurance in compliance with the provisions of this paragraph. The Academy shall comply with any information or reporting requirements applicable to W-A-Y under W-A-Y's policy with its insurer(s). W-A-Y's insurance is separate from and in addition to the insurance the Academy Board is required to obtain under the Contract. The cost of procuring insurance coverage under this Agreement is a corporate cost to be paid by W-A-Y.

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

ARTICLE XII WARRANTIES AND REPRESENTATIONS

The Academy and W-A-Y each represent that it has the authority under law to execute, deliver, and perform this Agreement, and to incur the obligations provided for under this Agreement, that its actions have been duly and validly authorized, and that it will take all steps reasonably required to implement this Agreement. The Academy and W-A-Y mutually warrant to the other that there are no pending actions, claims, suits, or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would

have a material adverse effect on its ability to perform its obligations under this Agreement.

**ARTICLE XIII
MISCELLANEOUS**

A. Sole Agreement. This Agreement supersedes and replaces any and all prior agreements and understanding between the Academy and W-A-Y.

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

C. Notices. All notices, demands, requests, and consents under this Agreement shall be in writing, shall be delivered to each party, and shall be effective when received by the parties or mailed to the parties at their respective addresses set forth below, or at such other address as may be furnished by a part to the other party:

The Academy: Attn: Board President

Lori Wright
c/o WAY Academy - Flint
817 E Kearsley Street
Flint, MI 48503

W-A-Y:

Attn: Madeline Black, Executive Director
369 Main Street
Belleville, Michigan 48111
Telephone: (313) 444-9292
Facsimile: (313) 638-2717

D. Severability. The invalidity of any of the covenants, phases, or clauses in this Agreement shall not affect the remaining portions of this Agreement, and this Agreement shall be construed as if such invalid covenant, phase, or clause had not been contained in this Agreement.

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

F. Entire Agreement. This Agreement is the entire agreement between the parties relating to the services provided, and the compensation for such services. The Academy Board and W-A-Y may not substantially amend this Agreement without notification to the University Board pursuant to the Contract and applicable Charter School Office policies. Said amendment shall not be contrary to this Section and it must be accompanied by a Legal Opinion. The Academy is responsible for submitting any and all amendments in final draft form to the University Board

for review under the Contract.

G. Non-Waiver. No failure of either party in exercising any right, power, or privilege under this Agreement shall affect such right, power, or privileges, nor shall any single or partial exercise thereof preclude any further exercise thereof or the exercise of any other right, power, or privilege. The rights and remedies of the parties under this Agreement are cumulative and not exclusive of any rights or remedies which any of them may otherwise have.

H. Assignment. This Agreement shall not be assigned by either party without the prior written consent of the other party.

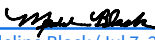
I. Survival of Termination. All representations, warranties, and indemnities made herein shall survive termination of this Agreement.

J. Governing Law. This Agreement shall be governed by and enforced in accordance with the law of the State of Michigan. Nothing in this Agreement shall be construed as delegating to W-A-Y any powers of the Academy Board that are not subject to delegation by the Board under Michigan law or the Contract.

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

Date: Jul 7, 2023, 2023

W-A-Y Widening Advancements for Youth

By:  Madeline Black (Jul 7, 2023 15:30 EDT)

Print Name: Madeline Black

Its: Executive Director

Date: Jul 7, 2023, 2023

W-A-Y Academy-Flint

By:  Lori Wright (Jul 7, 2023 15:33 EDT)

Print Name: Lori Wright

Its: Board President

CONTRACT SCHEDULE 6

PHYSICAL PLANT DESCRIPTION

SCHEDULE 6
PHYSICAL PLANT DESCRIPTION

Physical Plant Description 6-1

Site Plan 6-3

Floor Plan..... 6-4

Certificate of Use and Occupancy 6-5

Commercial Property Lease..... 6-6

SCHEDULE 6

PHYSICAL PLANT DESCRIPTION

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

2. The address and a description of the proposed physical plant (the “Proposed Site”) of WAY Academy - Flint (“Academy”) is as follows:

Address: 817 East Kearsley
Flint, MI 48503

Description: The facility is a brick building with a concrete skeleton. The two-story building includes numerous classrooms sufficient for 150 Seventh through Twelfth Graders. The building obtained a certificate of occupancy for WAY Academy – Flint in December 2013.

Term of Use: Term of Contract.

Configuration of Grade Levels: Seventh through Twelfth grade.

Name of School District and Intermediate School District:

Local: Flint Community Schools
ISD: Genesee 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.

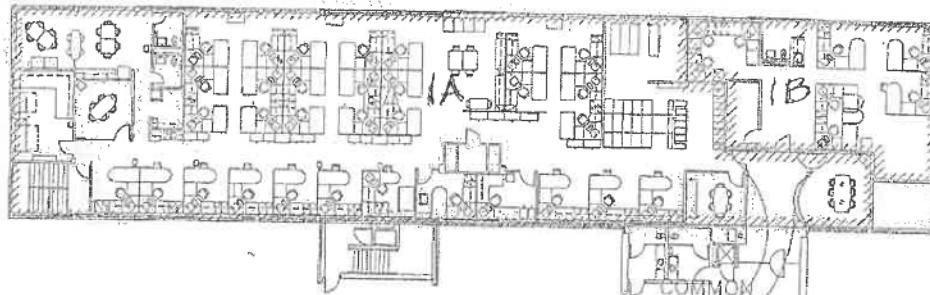
5. If the Proposed Site described above is not used as the physical facilities for the Academy, then Schedule 6 of this Contract between the Academy and the College Board must be amended pursuant to Article IX of the Terms and Conditions of Contract, to designate, describe,

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.

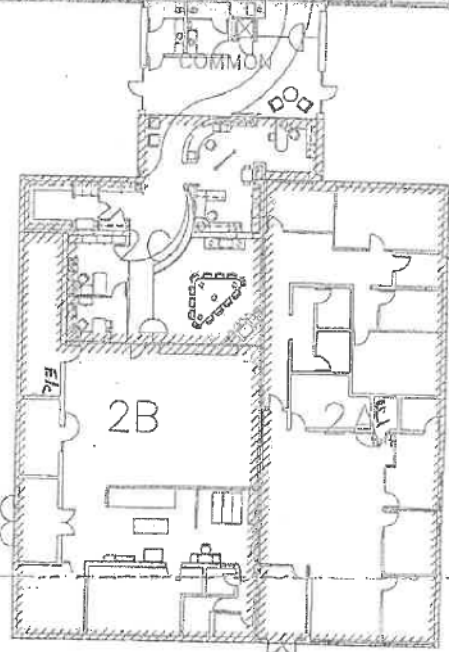
6. The Academy agrees to comply with the single site restrictions contained in this Schedule 6 for the configuration of grade levels identified at the site. Any change in the configuration of grade levels at the site requires an amendment to this Schedule 6 pursuant to Article IX of the Terms and Conditions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

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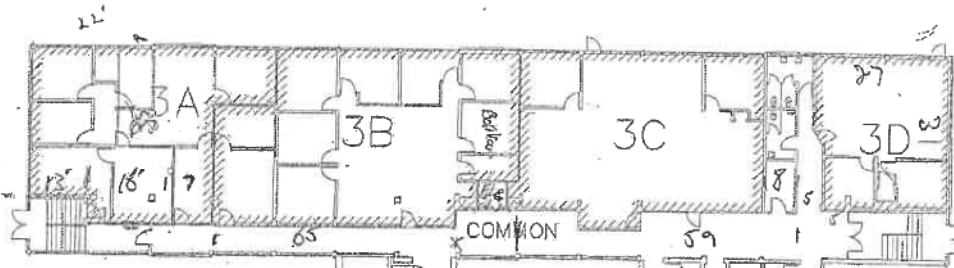
Exhibit A'



1A		6621 SF
1B		1260 SF
2A	PRIORITY CHILDREN/ CARRERA	3711 SF
2B	OPEN	3195 SF
2C	THA ARCHITECTS ENGINEERS	1900 SF



UPPER LEVEL



3A	MOTHERLY INTERCESSIONS	1521 SF
3B	MOTHERLY INTERCESSIONS	2022 SF
3C	BRIDON'S CHILD DEV CENTER	1640 SF
3D	BRIDON'S CHILD DEV CENTER	551 SF
3E	OPEN	504 SF

LOWER LEVEL

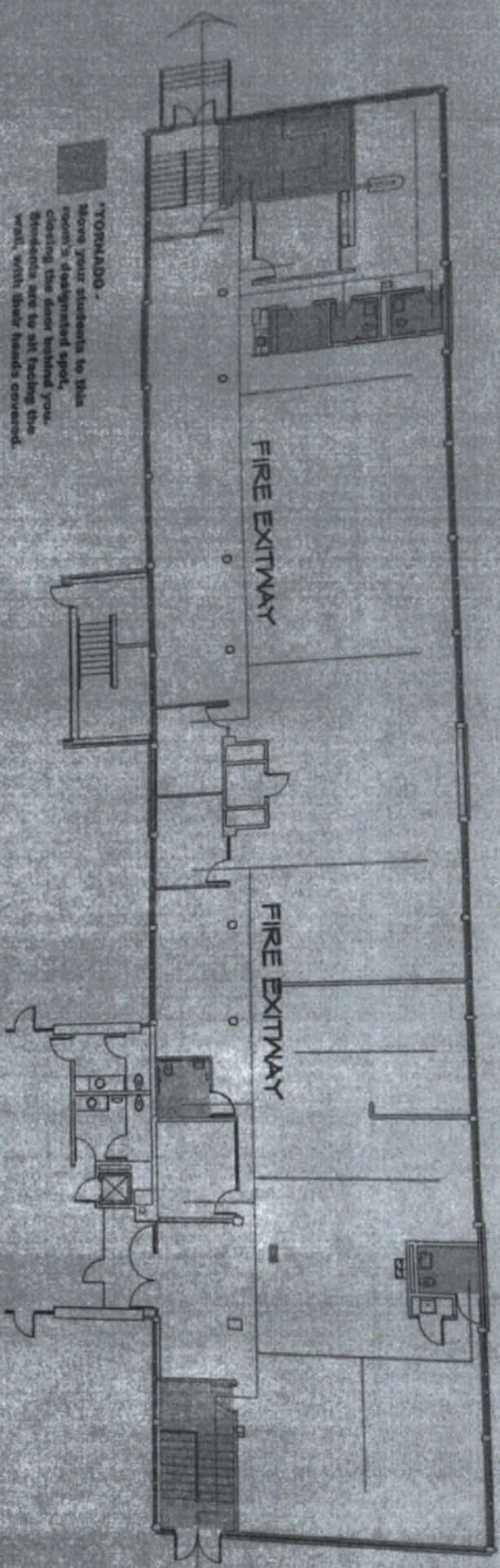
WALKER PLACE

217 E. KEARSELEY ST. FLINT, MI 48503

23, 315 SF Leasable

FIRE EMERGENCY EXIT AND TORNADO SAFETY PLANS
MAY ACADEMY OF FLINT

N



TORNADO -
Move your students to this room's designated spot, closing the door behind you. Students are to sit facing the wall, with their heads covered.

CERTIFICATE OF USE AND OCCUPANCY

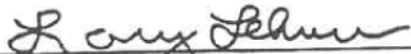
PERMANENT

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

Building Permit No. B035469
Way Academy of Flint
817 E Kearsley Street
Flint, Michigan
Genesee County

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

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



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

December 2, 2013

DATE: July 9 2018

SUITE: 1A & 1B of Walker Place

COMPANY: WAY Academy-Flint

COMMERCIAL LEASE

THIS LEASE, made this 9 day of July, 2018, by and between the Flint Cultural Center Corporation, 601 E. Second Street, Flint, Michigan 48503, the Lessor, hereinafter designated as the Landlord; and WAY Academy-Flint, 369 Main Street, Belleville, Michigan 48111, a Michigan non-profit corporation, the Lessee, hereinafter designated as the Tenant.

WITNESSETH:

1. Description: The Landlord, in consideration of the rents to be paid, the covenants and agreements to be performed by the Tenant, does hereby lease unto the Tenant to following described premises: Suite 1A & 1B of Walker Place, 817 E. Kearsley Street, Flint, Michigan 48503, and more particularly described as follows: 1A - 6,621 square feet and 1B - 1,260 square feet per attached Exhibit A.
2. Term: For the term of five (5) years from and after July 1, 2018, and said term to be completed and ended at midnight June 30, 2023, unless earlier terminated herein. If Lessee's charter is terminated by Lake Superior State University, this Lease shall automatically terminate sixty (60) days thereafter. The current lease between the parties is null and void, as it is replaced by this Lease.
3. Rent: The rent of said premises for the first year of the term shall be based on the following schedule payable as of the first day of the month. A service charge in the amount of one percent (1%) per month will be charged for all accounts over thirty (30) days past due.

Rent:	\$10.82/sf/yr: 7,881 sf = \$ 85,272.42/yr = \$7,016.04/month
Utilities:	\$ 2.36/sf/yr: 7,881 sf = \$ 18,599.16/yr = \$1,549.93/month
Total	\$13.18/sf/yr: 7,881 sf = \$103,871.58/yr = \$8,655.97/month

In year two, and each year thereafter, the rent will increase by forty cents (\$0.40) per square foot per year.

In the event the Commencement Date occurs on a day other than the first day of a calendar month, the rent payable for such month shall be prorated upon a daily basis based upon the total number of days in each calendar month.

4. Keys: The Tenant will be furnished keys/fobs (10) for current employees. Additional fobs will be furnished as needed and as approved by the Landlord at a cost of \$10 each. An alarm system shall be provided by and will be the property of the Landlord.

1/18

5. Signs: The Tenant's identification will be contained on a sign by the door. Room number identification areas of the Tenants may be made at the entrance to each Tenant's space. Exterior signage is limited by the City of Flint, and must be shared by other tenants and approved by the Landlord. Otherwise, no signs will be erected by the Tenant on the premises, on the building, or elsewhere, without the consent of the Landlord.
6. Outside Storage: Tenant agrees that there shall be no outside storage allowed on the premises whatsoever. In the event a disagreement arises between Tenant and Landlord as to a definition of outside storage, Landlord's definition shall prevail.
7. Use: It is understood and agreed between the parties that the premises shall be used and occupied for the lawful purposes of the Tenant, and not in material violation of any law, municipal ordinance, or regulation; and that upon a violation of such regulations, the Landlord may, at its option, terminate the lease forthwith and repossess the premises, if Tenant fails to cure or take appropriate action to cure such violation within ten (10) days of notice from the Landlord stating the violation.
8. On the Expiration Date or Earlier Termination. Tenant must promptly deliver all keys for the Premises to Landlord. Tenant must surrender the Premises broom clean and in the same condition as on the Commencement Date, reasonable wear and tear excepted. Any material damage to the Premises resulting from the removal of trade fixtures or other items of personal property must be repaired at Tenant's expense. Tenant must reimburse all expenses paid or incurred by Landlord in connection with repairing or restoring the Premises to the designated condition immediately upon demand. If the Premises have become damaged or destroyed by fire or another casualty caused by Tenant, Tenant must restore them to the required condition, including any modifications required to comply with current codes and regulations, so long as it can be demonstrated that Tenant's action caused the Premises to fail to meet required compliance with current codes and applicable regulations.
9. Condition on Surrender (express limitations). Tenant will not be responsible for repair or restoration due to any of the following: (a) ordinary wear and tear, (b) complete loss of premises by fire or other insured casualty as discussed in paragraph 19 herein, (c) condemnation, or (d) damage resulting from the act of Landlord, its agents, employees, or invitees.
10. Option to Renew: On or before April 1, 2023, the Landlord may in writing deliver to the Tenant a "written notice of renewal" stating the minimal terms of rent and conditions of leasing for any renewal term. The Tenant shall have ninety (90) days after receiving such renewal terms in writing to exercise its first option to renew at the new terms. The Tenant shall in writing notify the Landlord in said ninety (90) day period its exercise of the option or refusal. Holding over after the end of this lease shall be on a month to month basis at the new rate as contained in the written notice for renewal by the Landlord. The option to renew shall be on a one (1) month basis, or longer upon the joint agreement of both parties.
11. Landlord Furnish: The Landlord will furnish twenty (20) non-designated parking spaces on the premises for the Tenant, its employees, and its invitees in the same amount and in the same way as it furnishes to the other Tenants of the building or as it furnishes to itself for its own use and occupancy of the building. Utilities, including heating and ventilation, electric, water, sewer, trash

removal, and electronic security system shall be paid by the Landlord. Landlord is not liable for interruption in utilities or services caused by riots, strikes, labor disputes, wars, terrorist acts, accidents, or any other cause beyond the control of Landlord. Landlord may, with notice to Tenant, interrupt utilities and services to make repairs or improvements. Temporary or scheduled interruptions in utilities or services does not constitute an act of eviction; nor does any temporary or scheduled interruption in utilities or services release Tenant from any obligation under this Lease, including the payment of Rent.

12. Tenant Furnish: The Tenant shall furnish and provide for its own telephone, data, and communications systems. The Tenant shall furnish its own personal property.

13. Maintenance and Repair:

Tenant Repair and Maintenance Obligations. Tenant will maintain the Premises (a) in good repair to the reasonable satisfaction of Landlord and (b) in a clean and safe condition. Tenant shall keep the interior of the Leased Premises, excluding the components of the HVAC system, in good condition and repair, excepting for ordinary wear and tear, damage, and destruction by fire or other casualty, and any work or repairs required to be performed by Landlord pursuant to the terms of this Lease. Tenant Maintenance Obligations include any non-construction or non-structural alterations to the Premises required for the Premises and the Designated Use to comply with the Americans with Disabilities Act of 1990 and its state and local counterparts or equivalents (Disabilities Act) during the Term of this Lease and any interior alterations by Tenant to make Premises suitable for Tenant's use and occupancy. All furnishings and equipment which are not attached or affixed to the Leased Premises made or placed by Tenant upon the Leased Premises shall be the property of the Tenant, and the Tenant shall remove the same at the end of the term of this Lease.

Limited Landlord Maintenance and Repair. With the exception of the Tenant Maintenance Obligations, Landlord will make the following repairs to the Building: heating / ventilating / air-conditioning / plumbing / electrical / common areas / parking lots. Landlord will also make all structural repairs to the Premises. Landlord's obligation to make repairs is conditioned on notice from Tenant. Tenant must promptly notify Landlord of the need for repair. There may be no suspension, reduction, or setoff of Rent based on Landlord's failure or delay in making repairs.

14. Condition on Taking: The Tenant shall not perform any acts or carry on any practices which will damage the building, or be a nuisance or menace to other tenants of the building and shall keep the premises under his/her control (including the conduit system, permanent partitions, the doors, decorating, hardware, ceiling lighting fixtures, heating fixtures, finish floors, the parking area) in as good a condition as when taken under this lease, reasonable wear and usage accepted.

15. Alterations: Tenant may be allowed to make further repairs to, and nonstructural alterations, additions, and improvements in, the Leased Premises in such manner and to such extent as may from time to time be deemed necessary by Tenant for adapting the Leased Premises to the requirements and uses of Tenant and for the installation of its fixtures and equipment. If Tenant intends to make any repairs, alterations, additions, or improvements to the Leased Premises, Tenant shall provide copies of the Tenant's Plans therefore or a detailed description of such work,

prior to the commencement of such activity and shall obtain Landlord's written approval therefore. Landlord agrees that its consent will not be unreasonably withheld. At Landlord's written request, Tenant shall be obligated, if it makes any alterations, additions, or improvements to the Leased Premises as herein provided, to restore said premises, upon vacating the same, to the condition in which said premises were prior to the making of such alterations, additions, or improvements. Tenant shall not make any exterior or structural alterations, additions, or improvements to the Leased Premises without Landlord's written consent. Tenant shall be allowed to recoup any investments into the premises if the Landlord terminates without cause.

Tenant shall keep the Leased Premises and all parts of the Building free from any and all liens arising out of any work performed, materials furnished, or obligations incurred by Tenant or at its direction.

16. Users: The Tenant is informed of the common areas of the building and the other requirement of joint use of said areas, the Landlord, its invitees, its tenants and assigns, as well as this Tenant. The Tenant agrees to cooperate in every way that this joint and mutual use may be had without friction. This includes the stairways, the restrooms, the elevator, the lobby, and the other common areas. Tenant is also informed that the building and grounds are non-smoking areas.
17. Sublease: The Tenant may not assign or transfer this Lease or sublet the premises under any circumstances.
18. Insurance: The Tenant shall maintain in full force and effect during the term hereof property and casualty policies of insurance, including public liability insurance, under which the Landlord and the Tenant are named insureds. The minimum limits of liability of such insurance shall be One Million Dollars and 00/100 (\$1,000,000) combined single limit for bodily injury and property damage, and in addition, the Tenant shall carry a policy of property insurance for fire and extended coverage including an all risk endorsement and necessary coverage for any type of water damage on the Tenant's personal property, trade fixtures and contents and all leasehold improvements to the premises on a replacement cost value. The Tenant agrees to deliver a duplicate copy of said policy, or a certificate of insurance evidencing such coverage, to the Landlord. Such policy shall contain a provision requiring ten (10) days' written notice to the Landlord before cancellation of the policy can be effected.

The Landlord shall carry and cause to be in full force and effect a fire and extended coverage insurance policy on the Building and leasehold improvements; but not on the Tenant's personal property, trade fixtures, contents, or improvements owned, leased to, or otherwise in possession of the Tenant, or any leasehold improvements to be the premises which improvement and contents are to be insured by the Tenant. Such policy shall contain a provision that the policy shall not be canceled except upon to (10) days' written notice to the Tenant.

Each insurance policy carried by either the Landlord or the Tenant covering the Leased Premises or its contents shall provide that the insured party has relinquished all rights to recover against the other party for loss or damage resulting from loss insured against by the policy. The Landlord and the Tenants each hereby waive any claim based upon liability which may raise

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against the other so far as the claim relates to loss or damage or damage to the premises or contents which is covered by insurance or coverable under the aforementioned insurance.

19. Indemnification: Tenant shall indemnify, defend and hold the Landlord harmless from any and all loss or damage which Landlord may sustain by reason of claims brought against it alleging bodily injury or death to any person or damage to property caused by Tenant's conduct, negligence, or use of the Premises or the building of which the Premises are a part, including that of anyone in Tenant's employ or control. If any action or proceeding is brought against Landlord, its employees, agents or the Premises due to Tenant's conduct, negligence, actions, or omissions, Tenant, upon prompt notice from Landlord, will defend the claim at Tenant's expense with counsel reasonably satisfactory to Landlord.

However, nothing contained herein shall require the Tenant to defend or indemnify the Landlord for losses or damages related to claims of bodily injury or death to any person or damage to property caused by the acts or negligence of the Landlord, its directors or officers, employees or agents. Landlord agrees to defend, and hold the Tenant and its agents harmless with respect to any of the aforesaid damages, claims and/or actions which may be caused by any negligent act or omission on Landlord's part or that of its directors, officers, employees or agents.

20. Fire: If the premises shall be rendered untenable by fire or other casualty, then the Landlord shall make the premises tenable as speedily as possible, and the rent shall be abated in whole or in part, according to the portion of the premises which is rendered untenable during the period of untenability; and, further, there shall be no abatement for the time required for the replacement or repair of any property of the Tenant in excess of the time required to make the premises tenable.

In the event that the premises cannot be made tenable within ninety (90) days, then either the Landlord or the Tenant may terminate this Lease Agreement by notification to the other of such termination within ten (10) days after the Landlord shall have notified the Tenant of the time required to make them tenable. The Landlord shall, in its sole judgment, reasonably exercised, determine the length of time required to make the premises tenable and shall notify the Tenant of such determination within ten (10) days after the occurrence of the fire or other casualty.

In the event that the premises shall be so damaged by fire or other casualty that demolition or substantial reconstruction is required, then the Landlord may terminate this Lease Agreement by notifying the Tenant of such termination within ten (10) days after the date of such damage.

21. Mutual Waiver of Subrogation: Notwithstanding any contrary language contained in the Lease, neither Landlord nor Tenant shall be liable to the other, or to any insurance company (by way of subrogation or otherwise) insuring the other, for any loss or damage to property comprising the Premises, other areas of the building (including but not limited to the Common Areas), or to other tangible property (including any loss or damage), to the extent that such loss or damage is caused by fire or other perils covered by insurance maintained (or required to be maintained). This waiver shall be effective regardless of whether losses involved have resulted from the negligence of any party benefiting from this waiver (or their respective agents, employees, invitees, or licensees).

22. **Covenant of Title and Peaceful Possession.** Landlord warrants and covenants that it has good and marketable title to the Building and the right to make this Lease for the stated term. Landlord agrees that it will put and keep Tenant into exclusive possession of the Leased Premises, and that if Tenant shall pay the rental and perform all the covenants and provisions of this Lease to be performed by Tenant, then the leasehold estate granted to Tenant hereby shall not, during the term hereby demised, be disturbed and Tenant shall freely, peaceably, and quietly enjoy and occupy the full possession of the Leased Premises. Furthermore, nothing in this contract will be deemed to allow Landlord to interfere with the Lessee's fiduciary responsibilities and ability to act as an independent public body.
23. **Early Termination by Landlord:** In the event that Landlord's Board decides to demolish the building on the Premises, sell the Premises, or to otherwise close the Premises, this Lease will terminate. The Landlord will give Tenant a 90-day notice of termination of this Lease. Landlord, if asked, will show to tenant any/all FCC Board meeting minutes and site plans authorizing demolition of the building, if such occurs.
24. **Dispute Resolution Procedure:**
- (a) The alternate dispute resolution procedure in this section is the exclusive procedure to address any and all disputes, controversies, or claims arising out of, in connection with, or relating to this Agreement or any breach or alleged breach thereof, and any claim that the Landlord or the Tenant violated any state or federal statute, Michigan common law doctrine, or committed any tort with respect to this Agreement.
- (b) The Landlord and Tenant agree to meet informally and exert reasonable efforts to resolve any disputes, controversies, or claims between the parties.
- (c) If, despite reasonable effort by the parties, the Landlord and Tenant are unable to informally resolve the disputes, controversies, or claims, upon request by the affected party, they may be submitted to and settled by arbitration, as provided in this section.
- (d) The parties hereto specifically agree to arbitrate with the other party in a single proceeding all common issues and disputes. This Agreement to arbitrate shall be specifically enforceable under the Michigan Uniform Arbitration Act. A demand for arbitration shall be filed, in writing, with the other party to this Agreement no later than 180 days after the claim, dispute, or other matter in question arose or when the party asserting the claim should reasonably have been aware of same. In no event shall a demand for arbitration be made beyond the applicable Michigan statute of limitations.
- (e) The parties shall mutually select an arbitrator who is licensed to practice law in the State of Michigan. If the parties cannot reach an agreement on an arbitrator, an arbitrator will be appointed by the Genesee County Circuit Court. If necessary, the party making the demand for arbitration shall be responsible for petitioning the Court to appoint an arbitrator. The arbitration hearing shall be conducted in accordance with the rules established by the arbitrator, and the hearing shall take place in or near Flint, Michigan.

(f) The arbitrator shall have no power to add to, subtract from, or alter the terms of this Agreement, and shall render a written decision setting forth findings of fact and conclusions of law as to all claims or disputes at issue. The expenses of the arbitration proceedings shall be born equally by the parties to such arbitration. However, each party shall pay for and bear the costs of its own experts, evidence, and attorneys' fees. Any award by the arbitrator shall be final and conclusive upon the parties, and a judgment thereon may be entered in the highest court for the forum, state or federal, having jurisdiction.

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

26. **Miscellaneous.**

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

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

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

(d) Notices. Any notice, demand, request, or other instrument which may be or is required to be given under this Lease or by law shall be in writing and sent by United States certified mail, return receipt requested, postage prepaid, or by a recognized overnight delivery service, and shall be deemed to have been given upon receipt of same by Landlord or Tenant, as the case may be. The notice, demand, request, or other instrument shall be addressed: (a) if to Landlord, 601 E. Second Street, Flint, Michigan 48503, or at such other address as Landlord may designate by written notice, to the attention of Mark Sinila, or the current Chief Operations Officer, and (b) if to Tenant, WAY Academy-Flint, 817 E. Kearsley Street, Suite 1A, Flint, Michigan 48503, or at such

other address as Tenant may designate for written notice, to the attention of Jennifer Hernandez. Rejection or refusal to accept or the inability to deliver because of a changed address of which no notice was given shall be deemed to be receipt of the notice, demand, request, or other instrument.

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

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

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

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

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

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

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

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

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written and that the individual or officer signing on behalf of the party hereto certifies by his/her signature that he/she is authorized to sign the Lease on behalf of the party.

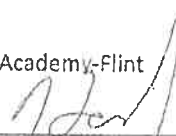

LANDLORD

Flint Cultural Center Corporation

By: 
Mark Sinila, Chief Operating Officer

TENANT:

WAY Academy-Flint

By:  
Howard Buetow, Way Academy-Flint,
Board President

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FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE ("**Addendum**") is made on July 1, 2023 ("**Effective Date**"), by and between FLINT CULTURAL CENTER CORPORATION, INC., a Michigan nonprofit corporation ("**Landlord**"), and WAY ACADEMY - FLINT, a Michigan nonprofit corporation ("**Tenant**"). Landlord and Tenant are referred to as the "Parties" in this First Amendment.

RECITALS:

A. Landlord and Tenant entered into that certain Lease Agreement dated August 10, 2018 ("**Lease**") for the lease of certain real estate located in the City of Flint, County of Genesee, State of Michigan, commonly known as 817 E. Kearsley Street, Suites 1A and 1B, Flint, Michigan 48503 ("**Premises**").

B. The Lease is set to expire on June 30, 2023. The Parties desire to extend the term of the Lease for one (1) additional year.

C. In addition to the extension of the term, the Parties desire to increase the monthly rent and utility costs.

D. The Parties also desire to add provisions in order to comply with the Authorizer's Lease Agreement policy requirements.

E. Tenant operates a public school academy (the "Academy") pursuant to a charter contract, effective July 1, 2023 (the "Contract"), issued by Lake Superior State University Board of Trustees ("Authorizer").

F. Therefore, the Parties desire to amend the Lease upon the terms and conditions as set forth in this First Amendment.

NOW, THEREFORE, the Parties agree as follows:

1. **Lease Extension.** The first sentence of Paragraph 2 of the Lease shall be deleted in its entirety and replaced with the following:

For the term of one (1) year from and after July 1, 2023, and said term to be completed and ended at midnight June 30, 2024 ("**Term**"), unless earlier terminated under the terms of the Lease.

In the event Tenant possesses any portion of the leased premises after the end of the term of the Lease, Tenant shall be a hold over tenant and shall be liable to pay rent and cost of utilities at 150% of such amounts immediately prior to the commencement of the holding over period; provided that any hold over shall not constitute a lease of the premises for any period of time and in no event longer than one-month.

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2. **Monthly Rent and Utilities.** Paragraph 3 of the Lease shall be deleted in its entirety and replaced with the following:

The monthly rent for the Premises is as follows:

(a) **Current Rent (July 1, 2023-June 30, 2024):** Area 7,881 SF@ $\$13.27/\text{SF}$
 $= \$104,580.87/\text{Year} = \$8,715.07/\text{Month}.$

In addition to the monthly rent, Tenant will pay to Landlord, on a monthly basis, the cost of utilities as follows:

(a) **Utility Costs (July 1, 2023 - June 30, 2024):** Area 7,881 SF@ $\$2.36/\text{SF} = \$18,599.16/\text{Year} = \$1,549.93/\text{Month}.$

3. **Landlord Furnish.** Paragraph 11 of the Lease shall be deleted in its entirety and replaced with the following:

Landlord Furnish: The Landlord will furnish twenty (20) non-designated parking spaces on the premises for the Tenant, its employees, and its invitees. Tenant shall pay the prorated amount for utilities as set forth in this Amendment. Landlord may, with notice to Tenant, interrupt utilities and services to make repairs or improvements. Temporary or scheduled interruptions in utilities or services does not constitute an act of eviction; nor does any temporary or scheduled interruption in utilities or services release Tenant from any obligation under this Lease, including the payment of Rent.

4. **Compliance Provisions.** In order to comply with the Contract, the Revised School Code (the "Code"), and other relevant state laws and requirements, Paragraph 26 of the Lease shall be amended by adding the following language as 26(m) through 26(t):

- m. If Tenant has provided a security deposit to Landlord, Landlord must repay that security deposit to Tenant at the end of the Lease Agreement term subject to an inspection by Landlord to determine Tenant's compliance with maintaining the lease premises pursuant to the Lease.
- n. Tenant has no liability or obligation under this Lease to clean, remove, remediate, or otherwise deal with hazardous material present at the site prior to Tenant occupying the site. Tenant acknowledges that it may have certain obligations under federal or state law as the operator of a public school academy relating to the environmental condition of property that it owns or leases, which are not the obligations of the Landlord. Landlord acknowledges that it may have legal obligations under applicable environmental laws regarding investigation and addressing hazardous material at the site. The Landlord will indemnify the Tenant's Board of Directors for damages or litigation threatened, sustained

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or filed against such Board caused by the condition of the physical plant, if those damages or litigation are caused by the Landlord's use or prior use of hazardous material at the physical plant.

- o. Neither the Landlord nor any provision of this Lease during the Term shall (a) interfere with the Tenant's exercise of its statutory, contractual and fiduciary responsibilities governing the operation of the Academy, without impact to Landlord's rights under the Lease in the event of a default by Tenant or (b) prohibit the Tenant from acting as an independent, self-governing public body, or allow Tenant's public decisions regarding the Academy to be made other than in compliance with the Open Meetings Act. No provision of the Agreement shall restrict the Tenant's Board from waiving its governmental immunity or require Tenant's Board to assert, waive or not waive its governmental immunity.
- p. Any fixtures purchased with the Academy's funds are owned by the Tenant. Tenant shall provide Landlord with a written list of such fixtures at the time of this Amendment attached as Exhibit A and prior to the end of the Term of this Lease. In the event the Tenant makes improvements to the facility in compliance with Lease, the Tenant may recoup those investments if the Lease is terminated by Landlord without cause prior to the conclusion of the Lease term.
- q. Tenant may terminate the Lease, without cost or penalty to Tenant, in the event that the Tenant is required to close the Academy covered by the Lease (i) pursuant to a notice issued by the Michigan Department of Education under Section 507 of the Code, MCL 380.507; or (ii) pursuant to a reconstitution by the Authorizer pursuant to Section 507 of the Code, MCL 380.507 and the Contract.
- r. Tenant acknowledges that Landlord has no obligation to procure equipment, materials and supplies at the request or on behalf of Tenant. Landlord intends to not procure equipment, materials and supplies at the request or on behalf of Tenant. If, however, Landlord in its sole discretion procures equipment, materials and supplies at the request of or on behalf of Tenant, then Landlord must follow applicable competitive bidding laws and must not include any added fees or charges with the cost of equipment, materials and supplies purchased from third parties (except that Landlord may assess actual costs, such as taxes, shipping, permits, installation, or other similar expenses).
- s. During the Term of this Lease, no party other than Tenant shall have a right to occupy the Premises without providing written notice to the Authorizer 30-days prior to such occupancy.
- t. In the event the Tenant's Contract with the Authorizer is revoked, suspended, terminated, or expires by its terms, the Lease Agreement and all obligations thereunder shall immediately terminate. Tenant represents and warrants to Landlord that (i) Tenant's Contract with the Authorizer is in good standing and nothing has occurred that would result in a revocation, suspension or termination of Tenant's Contract with Authorizer, and (ii) Tenant's Contract with the Authorizer is not set to expire before the end of the Term.

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- u. Landlord shall release all lease and physical plant records of the Landlord that are related to the Premises to the Tenant's independent auditor upon written request by the independent auditor and the Authorizer upon written request by the Tenant.

5. **Option to Renew.** Paragraph 10 of the Lease shall be deleted.

6. **Indemnification.** Paragraph 19 shall be modified as follows to add the following bold language to the paragraph:

Indemnification: **“To the extent permitted or required by law and without waiving any governmental immunity provided that Landlord is not acknowledging any such governmental immunity exists,** Tenant shall indemnify, defend and hold the Landlord harmless from any and all loss or damage which Landlord may sustain by reason of claims brought against it alleging bodily injury or death . . .

7. **Dispute Resolution Procedure.** Paragraph 24(f) shall be amended to add the following language at the end of the paragraph: “The arbitrator(s) shall be required to issue a cause opinion (written explanation) as to the final decision. The cause opinion shall be made available to the Authorizer or Authorizer’s Charter School Office upon request.”

8. For purposes of Section 26(d), Tenant’s address for notice is WAY Academy-Flint, 817 E. Kearsley Street, Suite 1A, Flint, Michigan 48503, to the attention of any officer or director of Tenant or to the registered office to the attention of the resident agent of Tenant as appearing in the Corporations Online Filing System of the state of Michigan Department of Licensing and Regulatory Affairs.

9. **Effectiveness of Lease.** Except for the changes set forth in this First Amendment, the Lease shall remain in full force and effect. If any provision of this First Amendment conflicts with a provision in the Lease, this First Amendment shall control.

10. **Successors and Assigns.** This Addendum shall inure to and be binding upon the Parties and their respective successors and assigns.

11. **Counterparts.** This Addendum may be executed in one or more counterparts with the same effect as if the signature on each counterpart were on the same instrument. For purposes of this Addendum, a facsimile or email signature shall be deemed the same as an original.

12. **Amendments.** Any amendments to the Lease must be in writing, in compliance with the Contract and applicable Authorizer policies and must be reviewed and receive non-disapproval by the Authorizer before execution.

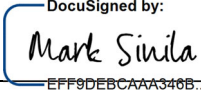
[Signatures appear on the following page]

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IN WITNESS WHEREOF, the Parties have executed this First Amendment as of the Effective Date.

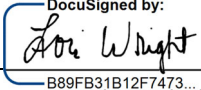
LANDLORD:

**FLINT CULTURAL
CENTERCORPORATION,
INC.,**
a Michigan nonprofit corporation

By:  _____
Name: Mark Sinila
Its: CEO

TENANT:

WAY ACADEMY-FLINT,
a Michigan nonprofit corporation

By:  _____
Name: Lori Wright
Its: President

4894-2288-3421 v6 [79782-2]
4885-7736-0492 v5 [79783-3]

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**Exhibit A
Fixtures**

Not applicable.

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

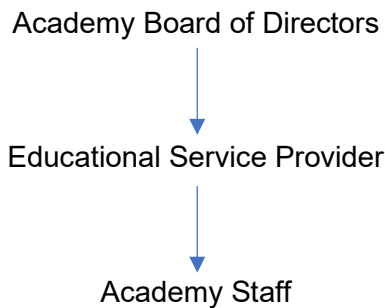
GOVERNANCE STRUCTURE

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 WAY Flint 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
Howard Buetow	President	June 30, 2026
Lori Wright	Vice President	June 30, 2026
Kelli Glenn	Treasurer	June 30, 2024
Angela Green	Secretary	June 30, 2025

SECTION B
EDUCATIONAL GOALS

Educational Goals

Mission: Widening Advancements for Youth (WAY) Flint's mission is to change lives by creating engaging and encouraging educational opportunities for all young people.

Vision: Widening Advancements for Youth (WAY) Flint's offers an alternative approach to education; one that encourages self-esteem, independence, and the development of 21st century global and career skills. We aim to make every young person a hero.

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

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

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

Measures for Determining Educational Goal Achievement

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

Measure 1: Student Growth

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

Grade(s)	Metric	Growth Targets
All Grades	Growth made by students between tests in core subject areas as measured by Measures of Academic Progress® by NWEA or successor test	<p>The percentage of Full Academic Year students¹ that met their annual growth target will show an upward improvement.</p> <p>*NWEA- Student Conditional Growth Percentile of 50 or successor test growth target</p>

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

NWEA Norm Targets

Grade	Spring Reading Target	Spring Math Target
7 th	218.36	226.73
8 th	221.66	230.30
9 th	221.40	230.03
10 th	223.51	232.42
11 th	224.71	234.25
12 th	224.33	234.19

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. Targets will be automatically adjusted each time NWEA updates its norm study with no need for a contract amendment.

Measure 2: State and Federal Accountability

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

Measure 4: Academy Specific Goals

The number of students who have been enrolled for one year or more will meet or exceed credit attainment goal.

Grade(s)	Metric	Growth Targets
All Grades	Mastery of standards for each content area as measured by credit attainment	Individualized mastery of 70% applicable standards in each content area as measured by learning artifacts assessed using a standards-focused rubric

SECTION C

EDUCATIONAL PROGRAMS



W·A·Y ACADEMY™
Widening Advancements for Youth

W-A-Y Academy-Flint Reauthorization

March 1, 2023

EDUCATIONAL PROGRAM DESCRIPTION

a. Curriculum and Objectives.

The WAY Academy-Flint uses curriculum that follows a project-based learning teaching methodology. In project-based learning, students go through a process of inquiry in response to a complex question, problem, or challenge. The objective of the curriculum is for students to learn key academic skills and knowledge as well as 21st century skills including collaboration, communication, and critical thinking. The project-based learning approach creates engaging instruction for students by providing real-world learning experiences. Thus, realizing our mission “to change lives by creating engaging and encouraging educational opportunities for all young people.”

Each project in the curriculum aligns to the Common Core State Standards. Students and staff can view the list of standards aligned to each project in each course. Additionally, the teaching staff regularly reviews the curriculum to ensure the instruction and assessments align to the language of the standards. During the term of the new proposed contract, the teaching staff plans to further align curriculum to other national standards including the C3 Framework for Social Studies and Next Generation Science Standards.

Students in three ways utilize the project-based learning curriculum. First, students’ complete projects that are taught by the highly qualified content teachers in the school. These teachers evaluate the student work using a common scoring rubric based on the Common Core State Standards and Michigan Grade Level Content Expectations. Secondly, students complete online projects that are evaluated by highly qualified Virtual Cohort Learning teachers (online only teachers). The online-only teachers use the same common scoring rubric as the teachers in the school. Lastly, students can collaborate with Virtual Cohort Learning (VCL) teachers or teachers in the school to design their own personalized project; based on their interests and standards needed to master. The teacher ensures this personalized project aligns to the Common Core State Standards and evaluates the student work using the common scoring rubric.

WAY Academy-Flint uses financial resources for curriculum and curriculum development including:

1. The per pupil student access fee to WAY Program for access to online curriculum.
2. Use of Title II, Part A funds for professional development around project-based learning and differentiated instruction.
3. Use of general funds for monthly building and district professional development activities aligned to curriculum development and implementation.

b. Assessment.

Student learning is assessed by the following external and internal assessments:

- State Assessments - WIDA Access, WIDA Alternate Access, M-STEP, MI Access, ACT WorkKeys, PSAT, and SAT
- External Assessments - PST
- Internal Assessments - Common scoring rubrics

M-STEP is used to determine academic progress towards meeting the Common Core State Standards and informs curriculum decisions including alignment and rigor. The PSAT, SAT (ACT) and ACT WorkKeys are used to inform our progress in meeting college readiness targets. The PSAT continues to be used as part of WAY Academy-Flint's assessment program. The PSAT results are used to project SAT scores; which are used to target gaps in curriculum and instruction and ensure horizontal and vertical alignment. The PSAT data is also used to monitor student progress towards meeting the college and career ready goal on the SAT.

WAY Academy-Flint has administered the Performance Series Test (PST) three times per year – in the Fall, Winter, and Spring. Results from the PST are used to determine student growth targets, recommend and place identified students in Targeted Title I intervention services in literacy and math, plan for effective instruction, target standards for project design, and plan professional development for staff. Due to the dissolution of the Performance Series Test WAY Academy-Flint has now elected to use the NWEA MAP Assessment starting Fall of 2022.

These state and internal assessments given by WAY Academy-Flint align to LSSU Educational Goals:

1. Measure 1: Student Growth between assessments
2. Measure 2: Student Achievement to meet College Readiness Targets
3. Measure 3: Student Achievement relative to state/federal accountability

They also provide data on WAY Academy-Flint's goal 4 Individualized Mastery of 70% of the applicable standards.

The WAY Academy-Flint staff is organized into a cohort team of one Engagement Coach, one Success Coach and a teacher for every 120 students. This cohort team regularly analyzes student data using a Data Driven Dialogue protocol. During these weekly meetings, the staff creates actions steps to differentiate instruction using research-based strategies and provide additional supports to increase student engagement in order for students to meet their growth targets. The cohort teams then meet with the students to develop, review, and revise each student's personalized learning plan. Those students who are in the lowest 20th percent are provided with

Title I literacy and math intervention services. The Data Driven Dialogue plan is executed by the cohort team and monitored by the Director. The plan is reviewed weekly and additional credit attainment, standards mastered, and attendance data are used to determine its effectiveness. During the contract period, the staff has participated in professional development focused on increasing student growth. Since a number of our students at WAY Academy-Flint scored proficient on the 2019 SAT on the Evidence Based Reading and Writing, the district invested in key staff to attend the Reading Apprenticeship training. Reading Apprenticeship is a renowned teaching framework that targets reading in all content areas. WAY Academy-Flint has implemented these reading comprehension strategies and after seeing progress will continue to implement the framework.

To support writing WAY Academy-Flint adopted Collins Writing, which focuses on college ready writing to prepare students to write essays to complete college applications. The Collins Writing is included in the professional development plan. Lastly, WAY Academy implemented professional development by Academic Approach on understanding the SAT Domains and Dimensions. As a staff, we identified the continued need to receive training on how to use trends in data to inform instruction in the upcoming school years. Using the Performance Series test WAY Academy-Flint staff has found that it has provided more relevant and accessible data to target areas for instruction. Data is used to track student growth to ensure they are on track to meet their projected growth targets.

Common Scoring Rubric

Student learning in the project-based curriculum is evaluated for mastery using a standards focused rubric. This internal assessment aligns to the LSSU Educational Goal Measure 4: Academy Goals.

The classroom teachers and Virtual Cohort Learning teachers utilize the standards-focused rubric. The rubric has three proficiency levels for each learning objective of each course. The levels of proficiency are described below and applied throughout the content areas with a common rubric.

Learning Objective	Possible (P)	Proficiency Level 1	Proficiency Level 2	Proficiency Level 3
(Learning Objective Description)	Not Proficient Yet	Partially (Proficient)	Proficient	Exceeds Proficiency

Students may have unique learning experiences and demonstration of tasks but are all assessed using this rubric. The proficiency level descriptions are written by the WAY Academy-Flint and Virtual Cohort Learning teaching staff. They are based on Bloom’s Taxonomy and Webb’s Depth of Knowledge.

The minimum requirement for a student to show mastery is a proficiency level 1. Progressing to a proficiency level 2 and 3 shows a student can demonstrate the concepts at a higher complexity. The student is provided with personalized feedback based on the 7 Habits of Effective Feedback. Through this process students revise their work to meet the expectations of the standards. It is important to note that students have the opportunity, once they have completed a unit, to go back and revise work to raise their levels of proficiency.

A student can submit their work to the teacher as many times as they wish in order to demonstrate their mastery at a higher proficiency level. This means that if a student is initially evaluated at Proficiency Level 1 for a learning objective, they can make edits to progress up to a Proficiency Level 2 or 3.

During the term of the new proposed contract, WAY Academy-Flint plans to continue to cluster standards into larger learning outcomes called strands. This will ensure students are focused on the most vitally important knowledge and skills need for success in careers, college, and the 21st century. Additionally, the strands align to other national standards including the C3 Framework for Social Studies and Next Generation Science Standards.

WAY Academy-Flint's mission is to change lives by creating engaging and encouraging educational opportunities for all young people. We serve a significant population of disadvantaged youth and the way to change their lives is through education. Our standards-based curriculum, monitoring of growth and achievement, and focus on college and career readiness ensures our students will be able to compete for jobs and college placement.

During the 2021-22 school year WAY Academy-Flint was fully accredited by COGNIA with a score that exceeded the previous levels. This is a testament to the continued efforts to improve systems and the educational services provided to families.

SECTION D
CURRICULUM

**CURRICULUM
TO BE UPLOADED SEPARATELY**

SECTION E

METHODS OF PUPIL ASSESSMENT

Methods of Pupil Assessment

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

Academic Assessments to Be Administered:

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

SECTION F

APPLICATION AND ENROLLMENT OF STUDENTS

Application and Enrollment Requirements

WAY Academy - Flint

Enrollment Limits

The Academy will offer seventh through twelfth grade. The maximum enrollment shall be 150 students. The Academy will annually adopt maximum enrollment figures prior to its application and enrollment period.

Requirements

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

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

Application Process

- The application period shall be a minimum of two weeks in duration, with evening and/or weekend times available.
- The Academy shall accept applications all year. If openings occur during the academic year, students shall be enrolled. If openings do not exist, applicants shall be placed on the official waiting list. The waiting list shall cease to exist at the beginning of the next application period.
- In the event there are openings in the class for which students have applied, students shall be admitted according to the official waiting list. The position on the waiting list shall be determined by the random selection drawing. If there is no waiting list, students shall be admitted on a first-come, first-served basis.
- The Academy may neither close the application period nor hold a random selection drawing for unauthorized grades prior to receipt of approval from the Charter Schools Office.

Legal Notice

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

Re-enrolling Students

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

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

SECTION 7g: SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

School Calendar

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

School Day Schedule

The Academy Board must structure the Academy's school day schedule to meet the required number of instructional days and hours as set forth in the Code and the Act. The Academy Board must submit the school day schedule to the University Board prior to the commencement of each academic year.

SECTION H

AGE OR GRADE RANGE OF PUPILS

SECTION 7h: AGE OR GRADE RANGE OF PUPILS

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

Students of the Academy will be children who have reached the age of five (5) as set forth in MCL 380.1147. If a child is not 5 years of age on the specified enrollment eligibility date but will be 5 years of age not later than December 1 of a school year, the parent or legal guardian of that child may enroll the child in kindergarten for that school year if the parent or legal guardian notifies the school in a timely manner.