

TERMS AND CONDITIONS

OF CONTRACT

DATED: September 21, 2012

ISSUED BY

LAKE SUPERIOR STATE UNIVERSITY BOARD OF TRUSTEES

TO

MACOMB MONTESSORI ACADEMY

CONFIRMING THE STATUS OF

MACOMB MONTESSORI ACADEMY

AS A

PUBLIC SCHOOL ACADEMY

GENERAL INDEX

Contract Schedules

- Schedule 1: University Board Resolutions
 - Method of Selection Resolution, dated April 27, 2012
 - Authorizing Resolution, dated September 21, 2012
- Schedule 2: Articles of Incorporation
- Schedule 3: Bylaws
- Schedule 4: Fiscal Agent Agreement
- Schedule 5: Master Calendar of Reporting Requirements (MCRR)
- Schedule 6: Information to Be Provided By Academy and Educational Service Provider
- Schedule 7: Academy Specific Information & Educational Program
 - Schedule 7-1: Educational Goals and Programs
 - Schedule 7-2: Curriculum
 - Schedule 7-3: Staff Responsibilities
 - Schedule 7-4: Methods of Accountability and Pupil Assessment
 - Schedule 7-5: Academy's Admission Policies and Criteria
 - Schedule 7-6: School Calendar and School Day Schedule
 - Schedule 7-7: Age/Grade Range of Pupils Enrolled
 - Schedule 7-8: Address and Description of Proposed Physical Plant; Lease or Deed for Proposed Site; Occupancy Certificate

TABLE OF CONTENTS

ARTICLE I DEFINITIONS

Section 1.1	Certain Definitions	1
Section 1.2	Schedules	4
Section 1.3	Statutory Definitions.....	4
Section 1.4	Application	4
Section 1.5	Conflicting Contract Provisions.....	4

ARTICLE II ROLE OF LAKE SUPERIOR STATE UNIVERSITY BOARD OF TRUSTEES AS AUTHORIZING BODY

Section 2.1	University Board Resolutions.....	4
Section 2.2	Method for Monitoring Academy’s Compliance With Applicable Law and Performance of its Targeted Educational Outcomes	4
Section 2.3	University Board Administrative Fee	6
Section 2.4	University Board as Fiscal Agent for the Academy	6
Section 2.5	Authorization of Employment	6
Section 2.6	Financial Obligations of the Academy Are Separate From the State of Michigan, University Board and the University	7
Section 2.7	Academy Has No Power To Obligate or Bind State of Michigan, University Board or the University.....	7
Section 2.8	Authorizing Body Contract Authorization Process.....	7

ARTICLE III REQUIREMENT THAT ACADEMY ACT SOLELY AS GOVERNMENTAL AGENCY OR ENTITY AND POLITICAL SUBDIVISION

Section 3.1	Governmental Agency or Entity and Political Subdivision.....	8
Section 3.2	Other Permitted Activities	8

ARTICLE IV
PURPOSE

Section 4.1 Academy’s Purpose..... 8

ARTICLE V
CORPORATE STRUCTURE OF THE ACADEMY

Section 5.1 Articles of Incorporation 8

Section 5.2 Bylaws 8

ARTICLE VI
OPERATING REQUIREMENTS

Section 6.1 Governance Structure 9

Section 6.2 Contributions and Fund Raising 9

Section 6.3 Educational Goals and Programs 9

Section 6.4 Curriculum..... 9

Section 6.5 Methods of Accountability 9

Section 6.6 Staff Responsibilities 10

Section 6.7 Admission Policy 10

Section 6.8 School Calendar/School Day Schedule 10

Section 6.9 Age/Grade Range of Pupils Enrolled..... 11

Section 6.10 Annual Financial Audit 11

Section 6.11 Address and Description of Proposed Site(s); Process for Expanding Academy’s
Site Operations 11

Section 6.12 Accounting Standards 12

Section 6.13 Placement of University Student Interns..... 12

Section 6.14 Disqualified Organizational or Contractual Affiliations 12

Section 6.15 Matriculation Agreements..... 12

Section 6.16 Posting of Adequate Yearly Progress (AYP) and Accreditation Status.....12

ARTICLE VII
TUITION PROHIBITED

Section 7.1 Tuition Prohibited: Fees and Expenses 13

ARTICLE VIII
COMPLIANCE WITH PART 6A OF CODE AND OTHER LAWS

Section 8.1 Compliance with Part 6a of the Code 13

Section 8.2 Compliance with State School Aid Act 13

Section 8.3 Open Meetings Act 13

Section 8.4 Freedom of Information Act 13

Section 8.5 Public Employees Relations Act 13

Section 8.6 Prevailing Wage on State Contracts 13

Section 8.7 Uniform Budgeting and Accounting Act 14

Section 8.8 Revised Municipal Finance Act of 2001 14

Section 8.9 Non-discrimination 14

Section 8.10 Other State Laws 14

Section 8.11 Federal Laws 14

ARTICLE IX
AMENDMENT

Section 9.1 Process for Amending the Contract..... 14

Section 9.2 Process for Amending Academy Articles of Incorporation..... 14

Section 9.3 Process for Amending Academy Bylaws 15

Section 9.4 Change in Existing Law.....15

ARTICLE X

TERMINATION, REVOCATION, AND APPOINTMENT OF RECEIVER

Section 10.1 Termination by University Board..... 15

Section 10.2 Statutory Grounds for Revocation..... 16

Section 10.3 Other Grounds for Revocation..... 17

Section 10.4 University Board Procedures for Revoking Contract..... 18

Section 10.5 Appointment of Receiver..... 21

Section 10.6 Automatic Revocation by State of Michigan 23

Section 10.7 Material Breach of Contract 23

ARTICLE XI

PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

Section 11.1 Lake Superior State University Faculty Employment in the Academy 24

Section 11.2 The Academy Faculty Appointment to Lake Superior State University Faculty ... 24

Section 11.3 Student Conduct and Discipline..... 24

Section 11.4 Insurance..... 24

Section 11.5 Transportation 25

Section 11.6 Extracurricular Activities and Interscholastic Sports 25

Section 11.7 Legal Liabilities and Covenants Not to Sue..... 26

Section 11.8 Lease or Deed for Proposed Site(s)..... 26

Section 11.9 Occupancy and Safety Certificates 26

Section 11.10 Deposit of Public Funds by the Academy 26

Section 11.11 Management Agreements.....26

Section 11.12 Required Provisions for Educational Service Provider Agreements..... 27

Section 11.13	Incompatible Public Offices and Conflicts of Interest Statutes	28
Section 11.14	Certain Familial Relationships Prohibited.....	28
Section 11.15	Dual Employment Positions Prohibited	29
Section 11.16	Oath of Public Office.....	29
Section 11.17	Information Available to the Public and University.....	29
Section 11.18	Authorizing Body Invitation to Apply to Convert Academy to School of Excellence.....	29

ARTICLE XII
GENERAL TERMS

Section 12.1	Notices	30
Section 12.2	Severability.....	30
Section 12.3	Successors and Assigns	30
Section 12.4	Entire Contract.....	31
Section 12.5	Assignment.....	31
Section 12.6	Non-Waiver	31
Section 12.7	Indemnification.....	31
Section 12.8	Construction.....	31
Section 12.9	Force Majeure.....	31
Section 12.10	No Third Party Rights	32
Section 12.11	Non-agency	32
Section 12.12	Governing Law	32
Section 12.13	Counterparts.....	32
Section 12.14	Term of Contract.....	32
Section 12.15	Survival of Provisions	32

Section 12.16 Termination of Responsibilities 32

Section 12.17 Disposition of Academy Assets upon Termination or Revocation of Contract 33

Contract to Charter A Public School Academy

Pursuant to Part 6a of the Revised School Code (“Code”), being Sections 380.501 to 380.507 of the Michigan Compiled Laws, the Lake Superior State University Board of Trustees (“University Board”) authorizes Macomb Montessori Academy (the “Academy”), to be effective July 1, 2013, confirming the Academy’s status as a public school academy in the State. The Parties agree that the issuance 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 capitalized, shall have the meaning set forth in this section:

- a) **Academy** means the Michigan non-profit corporation authorized by this Contract.
- b) **Academy Board** means the Board of Directors of the Academy authorized by this Contract. **Academy Board member** or **Academy Director** means an individual who is a member of the Academy Board, whether in the past, present or future.
- c) **Applicable Law** means all state and federal law applicable to public school academies.
- d) **Applicant** means the person or entity that submitted the public school academy application to the University for the establishment of the Academy.
- e) **Application** means the public school academy application and supporting documentation submitted to the University for the establishment of the Academy.
- f) **Authorizing Resolution** means the resolution adopted by the Lake Superior State University Board of Trustees approving the issuing of a Contract.
- g) **Charter School** means public school academy.
- h) **Code** means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1852 of the Michigan Compiled Laws.

- i) **Contract** means, in addition to the definition set forth in the Code, the Terms and Conditions and the Schedules.
- j) **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 University Charter School Office Director for review as provided in Section 11.11 and has not been disapproved by the University Charter School Office Director, and is consistent with the Charter School Office Educational Service Provider Policies, as they may be amended from time to time, and Applicable Law.
- k) **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 from, or monetary contribution by an Educational Service Provider or other person or entity to the Academy. If the Academy receives a gift or grant of money or financial support from an Educational Service Provider or other person or entity that does not require repayment by the Academy, and is not conditioned upon the actions or inactions of the Academy Board, then such gift or grant shall not constitute a financial borrowing or contribution for purposes of determining a Fund Balance Deficit.
- l) **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 operation and/or management of the Academy, which has been submitted to the University Charter School Office Director for review as provided in Section 11.11 and has not been disapproved by the University Charter School Office Director, and is consistent with the CSO Educational Service Provider Policies as they may be amended from time to time, and Applicable Law.
- m) **Master Calendar of Reporting Requirements (MCRR)** means the compliance certification duties required of the Academy by the University Board. The University Board may amend the MCRR each fiscal year or at such other times as deemed appropriate by the University President. These changes shall be automatically incorporated into the Contract and shall be exempt

from the Contract amendment procedures under Article IX of these Terms and Conditions.

- n) **Method of Selection Resolution** means the resolution adopted by the University Board providing for the method of selection, length of term, number of Academy Board members, qualification of Academy Board members and other pertinent provisions related to the Academy Board.
- o) **Resolution** means any resolution adopted by the Lake Superior State University Board of Trustees.
- p) **Schedules** mean the schedules incorporated into and part of the Terms and Conditions.
- q) **Terms and Conditions** means this document entitled Terms and Conditions of Contract issued by the Lake Superior State University Board of Trustees.
- r) **University** means Lake Superior State University established pursuant to Article VIII, Sections 4 and 6 of the Michigan Constitution of 1963 and MCL 390.391 *et seq.*
- p) **University Board** means the Lake Superior State University Board of Trustees.
- q) **University Charter Schools Hearing Panel or Hearing Panel** means such person(s) as designated by the University President.
- r) **University Charter School Office or CSO** means the office the University Board, by issuance of this Contract, hereby designates as the point of contact for public school academy applicants and public school academies authorized by the University Board. The University Charter School Office is also responsible for managing, implementing, and overseeing the University Board's responsibilities with respect to the Contract.
- s) **University Charter School Office Director or CSO Director** means the person designated by the University President to administer the operations of the University Charter School Office.
- t) **University President** means the President of Lake Superior State University or his or her designee.

Section 1.2. Schedules. All Schedules to this Contract are part of this Contract.

Section 1.3. Statutory Definitions. Statutory terms defined in the Code shall have the same meaning in this Contract.

Section 1.4. Application. The Application submitted to the University Board for the establishment of the Academy is incorporated into, and made part of, 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 1.5. 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 Method of Selection 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 Method of Selection Resolution; (iii) the Terms and Conditions shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution and the Authorizing Resolution; and (iv) the Restated Articles of Incorporation shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution, Authorizing Resolution and these Terms and Conditions.

ARTICLE II ROLE OF LAKE SUPERIOR STATE UNIVERSITY BOARD OF TRUSTEES AS AUTHORIZING BODY

Section 2.1. University Board Resolutions. For purposes of this Contract, the University Board has adopted the following resolutions:

(a) Method of Selection and Appointment Resolution. The University Board has adopted the Method of Selection and Appointment Resolution which is incorporated into this Contract as part of Schedule 1. At anytime and at its sole discretion, the University Board may amend the Method of Selection and Appointment. Upon University Board approval, changes to the Method of Selection and Appointment Resolution shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of the Terms and Conditions.

(b) Authorizing Resolutions. The University Board has adopted the Authorizing Resolution which is incorporated into this Contract as part of Schedule 1.

Section 2.2. Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Targeted Educational Outcomes. The University Board has the responsibility

to oversee the Academy's compliance with the Contract and all Applicable Law. The Academy shall perform the compliance certification duties required by the University Board as outlined in the Contract and MCRR incorporated into this Contract as Schedule 5. Additionally, the Academy shall be responsible for the following:

- a) To the extent permitted by law, including without limitation the Family Educational Rights and Privacy Act (FERPA), 20 USC 1232g; 34 CFR Part 99, the Academy shall provide the Charter Schools Office with copies of reports and assessments concerning the educational outcomes achieved by pupils attending the Academy and shall provide necessary approvals for the Charter Schools Office to access electronic information received or stored by the State of Michigan including, but not limited to, the Department of Education or other agency authorized by the State to collect school data.
- b) In the event that the University President determines that the Academy's educational outcomes should be reviewed to help determine if the Academy is meeting the educational goals set forth in the Schedules, the University President, at his or her discretion, may require an objective evaluation of student performances by an educational consultant, acceptable to both the Academy and the University President. The Academy shall pay for the expense of the evaluation. In addition, at any time, the University President may require an evaluation of student performance to be selected by and at the expense of the University. The Academy shall cooperate with the evaluation, including any student testing required.
- c) The Academy shall submit audited financial statements, including auditor's management letters and any exceptions noted by the auditors, to the University Charter Schools Office. The financial statements and auditor's management letters shall be submitted to the University Charter Schools Office within ninety (90) days after the end of the Academy's fiscal year.
- d) The Academy shall provide the University Charter Schools Office with a copy of the proposed annual budget for the upcoming fiscal year of the Academy no later than July 1st. The Academy Board is responsible for establishing, approving and amending the annual budget in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421 *et seq.*, and for providing all amendments and revisions to the University Charter Schools Office following Academy Board approval.

- e) The Academy shall provide to the University Charter Schools Office minutes of all Academy Board meetings no later than fourteen (14) days after such meeting.
- f) Within ten (10) days of receipt, the Academy shall notify the University Charter Schools Office of correspondence received from the Department of Education or State Board of Education that requires a written or formal response.
- g) Within ten (10) days of receipt, the Academy shall report to the University Charter Schools Office and the University Counsel Office any litigation or formal proceedings alleging violation of Applicable Law or contractual agreement against the Academy, its officers, employees, agents, and/or contractors.
- h) The Academy shall permit review of the Academy's records and inspection of its premises at any time by representatives of the University. Normally, such inspections shall occur during the Academy's hours of operation and after advance notice to the Academy.

Section 2.3. University Board Administrative Fee. During the term of this Contract, the Academy shall pay 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 issuing the Contract and overseeing the Academy's compliance with the Contract and all Applicable Law.

Section 2.4. University Board as Fiscal Agent for the Academy. The University Board is the fiscal agent for the Academy. The University Board shall, within three (3) business days, 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 University Board shall retain any amount owed to the University Board by the Academy pursuant to this Contract. For purposes of this section, 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 4.

Section 2.5. Authorization of Employment. The Academy may employ or contract with personnel. If the Academy contracts for personnel with an Educational Service Provider, the Academy shall submit a draft of the proposed agreement to the University Charter School Office for review. The University Charter School Office may disapprove the proposed agreement if it contains provisions in violation of this Contract or Applicable Law. No Management Agreement shall be effective unless and until the agreement complies with Section 11.12 of these Terms and Conditions. With respect to Academy employees, the Academy shall have the power and responsibility to (i) select and engage employees; (ii) pay

their wages; (iii) dismiss employees; and (iv) control the employees' conduct, including the method by which the employee carries out his or her work. 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. The Academy Board shall prohibit any individual from being employed by the Academy, an ESP, 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. The Academy shall be responsible for carrying worker's compensation insurance and unemployment insurance for its employees.

Section 2.6. Financial Obligations of the Academy are Separate from the State of Michigan, University Board and the University. Any contract, 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 2.7. 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.

Section 2.8. 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 12.14 without any further action of either the Academy or the University Board. Prior to the end of the Contract term, the University Board shall provide a description of the process and standards by which the Academy may be considered for the issuance of a new contract. The timeline 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 sole discretion, may change its process and standards for issuance of a contract at anytime, and any such changes shall take

effect automatically without the need for any amendment to this 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.

ARTICLE III
REQUIREMENT THAT ACADEMY ACT SOLELY
AS GOVERNMENTAL AGENCY OR ENTITY AND POLITICAL SUBDIVISION

Section 3.1. Governmental Agency or Entity and Political Subdivision. The Academy shall act exclusively as a governmental agency or entity and political subdivision.

Section 3.2. Other Permitted Activities. Nothing in this Contract shall prohibit the Academy from engaging in other lawful activities that are not in derogation of the Academy's status as a public school or that would not jeopardize the eligibility of the Academy for state school aid funds. Subject to Section 2.5 and Section 6.15 of the Terms and Conditions, the Academy may enter into agreements with other public schools, public school academies, governmental units, businesses, community and nonprofit organizations where such agreements contribute to the effectiveness of the Academy or advance education in this state.

ARTICLE IV
PURPOSE

Section 4.1. Academy's Purpose. The Academy Board shall identify the purpose or mission of the Academy. Any subsequent change to a School's purpose or mission shall be carried out by amendment in accordance with Article IX of these Terms and Conditions. The Academy's stated purpose or mission shall be set forth in the Schedules.

ARTICLE V
CORPORATE STRUCTURE OF THE ACADEMY

Section 5.1. Articles of Incorporation. Unless amended pursuant to Section 9.2 of Article IX herein, the Articles of Incorporation of the Academy, as set forth in Schedule 2, shall be the Articles of Incorporation of the Academy. The Academy Board represents to the University Board that Schedule 2 includes all amendments to the Academy's Articles of Incorporation as of the date set forth above.

Section 5.2. Bylaws. Unless amended pursuant to Section 9.3 of Article IX herein, the Bylaws of the Academy, as set forth in Schedule 3, shall be the Bylaws of the Academy. The Academy Board represents to the University Board that Schedule 3 includes all amendments to the Academy's Bylaws as of the date set forth above.

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 its Bylaws. The Academy's Board of Directors shall meet at least six times per fiscal year, unless another schedule is mutually agreed upon by the University President and the Academy.

Section 6.2. 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. The University shall not be required to receive any contributions or donations for the benefit of the Academy. If the University receives contributions or donations for the benefit of the Academy, it shall forward such funds to the Academy within three (3) business days of receipt.

Section 6.3. Educational Goals and Programs. The Academy shall pursue the educational goals and programs identified and contained in the Schedules. Such goals and programs may be amended pursuant to Section 9.1 of Article IX of the Terms and Conditions. Upon request, the Academy shall provide the University Charter School Office with a written report, along with supporting data, assessing the Academy's progress toward achieving its goal(s).

Section 6.4. Curriculum. The Academy shall have flexibility in developing, realigning, and implementing the curriculum identified in the Schedules. Any changes to the curricula shall be administered pursuant to Section 9.1 of Article IX of the Terms and Conditions, and such proposed curricula shall be designed to achieve the Academy's overall educational goals and State's educational assessment test.

Section 6.5. Methods of Accountability. In addition to those set forth in this Section 6.5, the Academy shall evaluate its pupils' work based on the assessment strategies identified in the Schedules. To the extent applicable, the pupil performance of the Academy shall be assessed using at least the Michigan Education Assessment Program (MEAP) test or the Michigan Merit Examination designated under the Code. The Academy shall provide the University Charter School Office with copies of reports, assessments and test results, to the extent permitted by law, including without limitation the Family Educational Rights and Privacy Act (FERPA), 20 USC 1232g; 34 CFR Part 99, concerning the following:

- a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the University Charter Schools Office;

- b) an assessment of the Academy's student performance 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 University Charter School Office Director; and
- e) all tests required under Applicable Law.

The University Board may use such reports, assessments and test results in making its decision to suspend, terminate, not issue a new contract at the end of the Contract or revoke the Contract.

Section 6.6. Staff Responsibilities. Subject to Section 2.5 of Article II of the Terms and Conditions, the University Board authorizes the Academy to employ or contract with an Educational Service Provider. A copy of the Management Agreement shall be included in the Schedules.

Section 6.7. Admission Policy. The Academy shall comply with all application, enrollment and admissions policies and criteria required by Applicable Law. A copy of the Academy's admission policies and criteria are set forth in the Schedules. With respect to the Academy's pupil admissions process, the Academy shall provide any documentation or information requested by the University Charter School 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 by parents at times in the evening and on weekends.

Section 6.8. School Calendar/School Day Schedule. The Academy shall comply with all minimum standards governing the length of the school term, minimum number of days and hours of instruction required by Applicable Law. The Academy agrees to make available to the CSO Office a copy of the School Calendar/School Day Schedule for each site for each academic school year no later than July 1st. A copy of the School Calendar/School Day Schedule shall be automatically incorporated into the Schedules, without the need for an amendment under Article IX of the Terms and Conditions.

Section 6.9. Age/Grade Range of Pupils Enrolled. The Academy is authorized to operate grades Pre K-8. The Academy may add additional grades and vocational programs in the future, pursuant to Section 9.1 of Article IX of the Terms and Conditions.

Section 6.10. Annual Financial Audit. The Academy shall conduct an annual financial audit prepared and reviewed by an independent certified public accountant in accordance with generally accepted governmental auditing principles. The Academy shall submit the annual financial statement audit and auditor's management letter to the Charter School Office in accordance with the MCRR. The Academy Board shall provide to the CSO a copy of any responses to the auditor's management letter in accordance with the MCRR.

Section 6.11. Address and Description of Proposed Site(s); Process for Expanding Academy's Site Operations. The proposed address and physical plant description of the Academy's proposed site or sites is set forth in Schedule 7-8. Following Academy Board and University Board approval, proposed changes to the address and description of any site or sites shall be incorporated into this contract by amendment. 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 7-8 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 University Charter School Office an application for site expansion, in a form or manner determined by the University Charter School Office an application for site expansion, in a form or manner determined by the CSO. The application for site expansion shall include all information requested by the CSO, including detailed information about the site, revised budget, renovation and site improvement costs, the Academy's proposed operations at the site, and the information provided in Contract Schedule 7-8. Upon receipt of a complete application for site expansion, the University Charter School Office shall review the application for site expansion 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 CSO of the application for site expansion shall include a determination that the Academy is operating in compliance with the contract and is making measurable progress toward meeting the Academy's educational goals. The University Board may consider the Academy Board's site expansion request following submission by the CSO of a positive recommendation.

If the University Board approves the Academy Board's site expansion request, 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 application for site expansion in its sole and absolute discretion.

Section 6.12. Accounting Standards. The Academy shall at all times comply with generally accepted public sector accounting principles, and accounting system requirements that comply with Applicable Law.

Section 6.13. Placement of University Student Interns. The Academy may be a placement site for University students who are in education or other pre-professionals in training to serve in public schools. Such placement shall be without charge to the University and subject to other terms and conditions as the Academy and the University agree.

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. 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 University Charter School Office for review. Any matriculation agreement entered into by the Academy shall be added to a new Schedule through a contract amendment approved in accordance with the Contract. Until the matriculation agreement is incorporated into the Contract, the Academy is prohibited from granting an enrollment priority to any student pursuant to that matriculation agreement.

Section 6.16. Postings of Adequate Yearly Progress (AYP) and Accreditation Status. The Academy shall post notices to the Academy's homepage of its website disclosing the adequate yearly progress status and accreditation status of each school in accordance with section 1280e of the Code, MCL 380.1280e.

ARTICLE VII
TUITION PROHIBITED

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

ARTICLE VIII
COMPLIANCE WITH PART 6a OF THE CODE AND OTHER LAWS

Section 8.1. Compliance with Part 6a of the Code. The Academy shall comply with Part 6a of the Code.

Section 8.2. Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, the Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended from time to time. The Academy may expend funds from the State School Aid Act for any purpose permitted by the State School Aid Act of 1979 and may enter into contracts and agreements determined by the Academy as consistent with the purposes for which the funds were appropriated.

Section 8.3. Open Meetings Act. Pursuant to Section 503(6)(a) of the Code, the Academy Board shall conduct all of its meetings in accordance with the Michigan Open Meetings Act, Act No. 267 of the Public Acts of 1976, as amended, being Sections 15.261 to 15.275 of the Michigan Compiled Laws.

Section 8.4. Freedom of Information Act. Pursuant to Section 503(6)(c) of the Code, the records of the Academy shall be records subject to the provisions of the Michigan Freedom of Information Act ("FOIA"), Act No. 442 of the Public Acts of 1976, as amended, being Sections 15.231 to 15.246 of the Michigan Compiled Laws. The Academy Board shall designate a freedom of information coordinator to assure compliance with FOIA and other applicable law providing for public disclosure or for protection of privacy.

Section 8.5. Public Employees Relation Act. Pursuant to Section 503(6)(c) of the Code, the Academy shall comply with Act No. 336 of the Public Acts of 1947, being Sections 423.201 to 423.217 of the Michigan Compiled Laws. Organizational efforts and collective bargaining agreements, if any, with employees of the Academy shall be the responsibility of the Academy.

Section 8.6. Prevailing Wage on State Contracts. The Academy shall comply with the Prevailing Wage on State Contracts statute, Act No. 166 of the Public Acts of 1965, being Sections 408.551 to 408.558 of the Michigan Compiled Laws.

Section 8.7. Uniform Budgeting and Accounting Act. The Academy shall comply with the Uniform Budgeting and Accounting Act, Act No. 2 of the Public Acts of 1968, being MCL 141.421 to 141.440a.

Section 8.8. Revised Municipal Finance Act of 2001. With respect to the Academy's borrowing money and issuance of bonds, the Academy shall comply with Section 1351a of the Code and Part VI of the Revised Municipal Finance Act of 2001, Act No. 34 of the Public Acts of 2001, being MCL 141.2601 to 141.2613 of the Michigan Compiled Laws, except that the borrowing of money and issuance of bonds by the Academy is not subject to Section 1351a(4) or Section 1351(2) to (4) of the Code. Bonds issued by the Academy are subject to the revised Municipal Finance Act, 2001 PA 34, MCL 141.2101 to 141.2821.

Section 8.9. Non-discrimination. The Academy shall be separately responsible for compliance with applicable laws pertaining to equal opportunity and anti-discrimination laws such as the Elliott-Larsen Civil Rights Act, Act No. 453 of the Public Acts of 1976, as amended, being MCL 37.2101 to 37.2804, the Michigan Handicappers' Civil Rights Act, Act No. 22 of the Public Acts of 1976, as amended, being MCL 37.1101 to 37.1607, 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.

Section 8.10. Other State Laws. The Academy shall comply with other state laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other state law to the Academy.

Section 8.11. Federal Laws. The Academy shall comply with federal laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other federal law to the Academy.

ARTICLE IX AMENDMENT

Section 9.1. Process for Amending the Contract. Either party may propose changes in this Contract or may propose a meeting to discuss potential revision of this Contract. Except as provided in Sections 2.1, 5.1 and 6.11, the University Board delegates to its University President the review and approval of changes or amendments to this Contract. The Academy Board may delegate the same authority to the Academy Board President. The Contract shall be amended upon agreement and approval of the respective authorized designees.

Section 9.2. Process for Amending Academy Articles of Incorporation. The Academy Board, or any authorized designee of the Academy Board, may propose changes to the

Academy's Articles of Incorporation. The Academy shall be authorized to make such changes to its Articles upon a majority vote of the University Board members attending a University Board meeting. Upon University Board approval, the Academy Board's authorized designee is authorized to file the amendment to the Academy's Articles of Incorporation with the appropriate state agency. Upon receipt of the filed amendment, the Academy shall forward the filed amendment to the University Charter School Office. The filed amendment shall be automatically incorporated into Schedule 2 of this Contract upon receipt of the amendment by the University Charter School Office. If the University identifies a provision in the Articles of Incorporation that violates or conflicts with this Contract, due to a change in law or for other reasons, after approval has been given, it shall notify the Academy Board in writing and the Academy Board shall amend the Articles of Incorporation to make them consistent with the Contract. If the change is requested by the University, the University shall reimburse the Academy for the filing fees.

Section 9.3. Process for Amending Academy Bylaws. The Academy Board shall submit proposed Bylaw changes to the Charter School Office, for review and comment, at least thirty (30) days prior to Academy Board adoption. The Academy's Bylaws, and any subsequent or proposed changes to the Academy's Bylaws, shall not violate or conflict with the Contract. If at any time the University identifies a provision in the Academy Board's Bylaws that violates or conflicts with Applicable Law or this Contract, the Academy Board's Bylaws shall be automatically void and the Academy Board shall amend the identified provision to be consistent with Applicable Law and the Contract. The amendment shall be automatically incorporated into Schedule 3 of the Contract upon receipt by the University Charter School Office of a duly authorized Academy Board Bylaw change made in accordance with this Section 9.3.

Section 9.4. Change in Existing Law. If, after the effective date of this Contract, there is a change in Applicable Law, which alters or amends the responsibilities and obligations of either the Academy or the University Board, this Contract shall be altered or amended to reflect the change in existing laws 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.

ARTICLE X TERMINATION, REVOCATION, AND APPOINTMENT OF RECEIVER

Section 10.1. Termination by University Board. The University Board may terminate this Contract before the end of the Contract Term as follows:

a) Termination Caused by Change in Applicable Law. Following issuance of this Contract, 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 the University Board may terminate the Contract at the end of the Academy's school fiscal year in which the University Board's decision to terminate is adopted. For purposes of this section, a change in Applicable Law includes without limitation the following:

i) the issuance of an order by the Superintendent of Public Instruction, pursuant to section 1280c of the Code, placing the Academy under the supervision of the State School Reform/ Redesign Officer; or

ii) the development of, or changes to, a redesign plan by the Academy pursuant to Section 1280c of the Code.

b) Termination Caused by Failure to Secure a Facility. If the University President determines, in his or her sole discretion, that conditions or circumstances exist that the Academy Board has lost its right to occupancy of the physical facilities described in Section 6.11, 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, then the University Board may terminate this Contract as of the last day the Academy has occupancy rights to its existing facility. Prior to termination, the University Board shall work with a school district or another public school, or with a combination of these entities, to facilitate a smooth transition for the affected pupils.

c) Automatic Termination Caused By Placement of Academy in State School Reform /Redesign School District. If the Academy is notified by the State that the Academy will be placed in the State School Reform/ Redesign School District pursuant to Section 1280c of the Code, then the University Board may terminate this Contract at the end of the current school year.

Section 10.2. Statutory Grounds for Revocation. In addition to the grounds for an automatic revocation of the Contract as set forth in Section 10.6, this Contract may also be revoked by the University Board upon a determination by the University Board, pursuant to the procedures set forth in Section 10.4, that one or more 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 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; or
- d) The existence of one or more other grounds for revocation as specified in this Contract.

Section 10.3. Other Grounds for Revocation. In addition to the statutory grounds for revocation set forth in Section 10.2 and the grounds for an automatic revocation of the Contract set forth in Section 10.6, the University Board may revoke this Contract, pursuant to the procedures set forth in Section 10.4, upon a determination that one or more of the following has occurred:

- a) The Academy is insolvent, has been adjudged bankrupt, or has operated for one or more school fiscal year(s) with a Fund Balance Deficit;
- b) The Academy has insufficient enrollment to successfully operate the Academy, or the Academy has lost more than twenty-five percent (25%) of its student enrollment from the previous school year;
- c) The Academy defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract;
- d) The Academy files amendments to its Articles of Incorporation with the appropriate state agency without first obtaining University Board approval;
- e) The University discovers grossly negligent, fraudulent or criminal conduct by the Applicant, the Academy's directors, officers, employees or agents in relation to their performance under this Contract;
- f) The Applicant, the Academy's directors, officers or employees have provided false or misleading information or documentation to the University Board 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;
- g) The Academy violates the site restrictions set forth in the Contract or the Academy operates at a site or sites without the prior written authorization of the University Board; or

- h) The University Board, its trustees, officers, employees, agents or representatives are not included as third party beneficiaries under any Educational Management Agreement entered into by the Academy for purposes of indemnifying such parties in accordance with Section 11.11 of the Terms and Conditions.

Section 10.4. 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 CSO Director or other University representative, upon reasonable belief that such 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 CSO 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 CSO 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, whichever is sooner, the CSO Director shall review the Academy Board's response and determine whether a reasonable plan for correcting the deficiencies can be formulated. If the CSO Director determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent to Revoke can be formulated, the CSO Director shall develop a plan for correcting the non-compliance ("Plan of Correction"). In developing a Plan of Correction, the CSO 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 withdrawn if the CSO 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. In the event the Notice of Intent to Revoke is withdrawn, the CSO Director shall notify the Academy Board, in writing, of such withdrawal.

- d) Plan of Correction Shall Include Conditions to Satisfy University Board's Contract Reconstitution Obligation. As part of the Plan of Correction, the CSO Director shall reconstitute the Academy in an effort to improve student educational performance and to avoid interruption of the educational process. An attempt to improve student educational performance may include, but is not limited to, one of the following actions: (i) cancellation of a contract with an Educational Service Provider; (ii) removal of 1 or more members of the Academy Board members; (ii) termination of at-will board appointments of 1 or more Academy Board members; (iii) withdrawal of the Academy Board's authorization to contract with an Educational Service Provider; or (iv) the appointment of a new Academy Board of Directors or a receiver to take over operations of the Academy.
- e) Request for Revocation Hearing. The CSO Director or other University Representative may initiate a revocation hearing before the University Charter Schools Hearing Panel if the CSO Director determines that any of the following has occurred:
- i) the Academy Board has failed to timely respond to the Notice of Intent to Revoke as set forth in Section 10.4(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 CSO Director deems cannot be remedied or cannot be remedied in an appropriate period of time, or for which the CSO 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 10.4(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 CSO Director or other University Representative 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 Hearing shall identify the reasons for revoking the Contract.

- f) Hearing before University Charter Schools Hearing Panel. Within thirty (30) days of the date 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 University Charter School 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 request of the CSO Director 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 CSO Director or other University Representative. The hearing shall be transcribed by a court reporter and the cost of the court reporter shall be divided equally between the University and the Academy. The CSO 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 CSO Director and one or more members of 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. In its discretion, 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 University Charter School 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 copies of the Hearing Panel's recommendation and the transcript of 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 University Charter School Office, the Academy Board and the Michigan Department of Education.

- h) Effective Date of Revocation. If the University Board votes to revoke the Contract, the revocation shall be effective on the date of the University Board's act of revocation, or at a later date as determined by the University Board, but no later than the last day of the Academy's current academic year.
- 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 held by the University Board and returned to the Michigan Department of Treasury. Provided, however, that the University shall forward to the Academy the current fiscal year allotment of State School Aid received from the state as fiscal agent for the Academy prior to contract revocation consistent with Section 101 of the State School Aid Act, MCL 388.1701, and reimbursement of categorical expenditures incurred prior to the effective date of revocation.
- j) Disposition of District Code Number. Notwithstanding any other provision of the Contract, after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the University Board to revoke the Contract, the district code number shall remain under the direction and control of the State Board of Education and/or its designated representative.

Section 10.5. Appointment of Receiver. Notwithstanding any other provision of the Contract, when the University Board determines that conditions or circumstances exist to lead the University Board to believe that the health, safety, educational or economic interest of the Academy or its students is at risk, the University Board may take immediate action against the Academy pending completion of the procedures described in Sections 10.4.

- a) University President Action. If the University President determines, in his or her sole discretion, that conditions or circumstances exist that the Academy Board (i) has placed

the health or safety of Academy staff and/or students at risk; (ii) is not properly exercising its fiduciary obligations to protect and preserve the Academy's public funds and property; or (iii) has willfully or intentionally violated this Contract or Applicable Law, the University President may immediately appoint a receiver to act in the place of the Academy Board and/or its Educational Service Provider until the revocation proceedings set forth in Section 10.4 are completed. Unless otherwise specified in the appointment and intent to revoke notice, the receiver shall have full decision-making authority at the Academy on the date on which the appointment and intent to revoke notice is issued. A copy of the notice, setting forth the grounds for the appointment of a receiver and for revocation, shall be sent to the Academy Board and to the Hearing Panel, if applicable. If this subsection is implemented, the notice and hearing procedures set forth in Section 10.4 shall be expedited as much as possible.

b) Receiver Authority. A receiver appointed by the University Board shall manage the day to day operations of the Academy in place of the Academy Board and/or its Educational Service Provider. A receiver appointed by the University Board shall have all the powers and authority of the Academy Board under this Contract and Applicable Law. If this section has been implemented and the Hearing Panel under Section 10.4 determines the revocation to be appropriate, the revocation shall become effective immediately upon the University Board's decision.

c) Academy Board Suspension. Upon the appointment of a receiver, the University Board has the sole discretion either to: i) terminate appointments of Academy Board members and reconstitute the Academy Board or ii) suspend the appointment and term of office for each Academy Board member pending completion of the procedures set forth in Section 10.4.

d) Plan of Correction. The receiver shall take the place of the Academy Board for purposes of formulating a Plan of Correction under Section 10.4(c). The Notice of Intent to Revoke shall be withdrawn if the CSO 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 receiver and the University Board has determined to end the Academy Board suspension; or (iii) a reconstituted Academy Board has successfully completed the Plan of Correction. In the event the Notice of Intent to Revoke is withdrawn, the CSO Director shall notify the Academy Board, in writing, of such withdrawal. It is in the University Board's sole discretion how long the receiver shall retain authority over the Academy.

e) Immediate Revocation Proceeding for Failure to Cooperate. If the Academy Board or its Educational Service Provider, after receiving an Appointment and Intent to Revoke Notice from the University President refuses to cooperate with the receiver, the Hearing Panel may

immediately convene a Revocation Hearing in accordance with the procedures set forth in Section 10.4(e) of the Terms and Conditions. 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 University Charter Schools Office and the Academy Board at least five (5) days before the hearing.

Section 10.6. Automatic Revocation by State of Michigan. If the University Board is notified by the Superintendent of Public Instruction that the Academy is subject to closure under Part 6a of the Code (“State’s Automatic Closure Notice”), and the Academy is currently not undergoing a reconstitution as part of a Plan of Correction developed under Section 10.4, 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 be automatically revoked at the end of the current school year in which the notice is received without any further action of the University Board or the Academy. The University Board’s revocation procedures set forth in Section 10.4 do not apply to an automatic revocation initiated by the State.

Following receipt of the State’s Automatic Closure Notice, the University Charter Schools Office shall forward a copy of the State’s Automatic Closure Notice to the Academy Board and request a meeting with Academy Board representatives to discuss the Academy’s plans and procedures for 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 the State’s Automatic Closure 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 Revocation Notice shall be directed to the Superintendent of Public Instruction, in a form and manner determined by that office or the Michigan Department of Education.

Section 10.7. Material Breach of Contract. The issuance of an order by the Superintendent of Public Instruction, pursuant to section 1280c of the Code, placing the Academy under the supervision of the State School Reform / Redesign Officer, shall constitute a material breach of this Contract. Following the issuance of the order, the University Charter Schools Office shall notify the Academy of the material breach and request a meeting with Academy Board representatives to discuss the matter. To remedy the material breach, the Academy shall work toward the development of a corrective action plan that is acceptable to the University Charter Schools Office. In addition to other matters, the corrective action plan shall include the Academy’s redesign plan prepared pursuant to section 1280c of the Code. The development of a corrective action plan under this Section 10.7 shall not in any way limit the rights of the University Board to terminate, suspend or revoke this Contract.

ARTICLE XI
PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

Section 11.1. Lake Superior State University Faculty Employment in the Academy. Subject to the ability of the Academy to reach separate agreement on the terms, the Academy is permitted to use University faculty as classroom teachers in any grade.

Section 11.2. The Academy Faculty Appointment to Lake Superior State University Faculty. Nothing in this Contract shall prohibit a member of the Academy faculty from being appointed to or serving as a member of the University faculty.

Section 11.3. Student Conduct and Discipline. The Academy Board shall adopt, abide by and enforce its own set of written policies concerning student conduct and student discipline.

Section 11.4. Insurance. The Academy shall secure and maintain in its own name as the “first named insured” at all times the following insurance coverage:

- a) Property insurance covering all of the Academy’s real and personal property, whether owned or leased;
- b) General/Public Liability with a minimum of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate (Occurrence Form);
- c) Auto Liability (Owned and Non-Owned) with a minimum of one million dollars (\$1,000,000) (Occurrence Form);
- d) Workers’ Compensation or Workers’ Compensation without employees “if any” insurance (statutory limits) and Employers’ Liability insurance with a minimum of five hundred thousand dollars (\$500,000);
- e) Errors & Omissions insurance including Directors & Officers and School Leaders Errors & Omissions Liability insurance with a minimum of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate (Claims Made or Occurrence Form);
- f) Crime including employee dishonesty insurance with a minimum of five hundred thousand dollars (\$500,000); and
- g) Employment Practices Liability insurance with a minimum of one million dollars (\$1,000,000) per claim/aggregate (Claims Made or Occurrence Form).

The insurance must be obtained from a licensed mutual, stock, or other responsible company licensed to do business in the State of Michigan. The insurance carrier(s) must be an "A" best rating or better. The Academy may join with other public school academies to obtain insurance if the Academy 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 list the University Board and the University on the insurance policies as an additional insured on insurance coverage listed in (b), (c), (e) and (g) above. The Academy shall have a provision included in all policies requiring notice to the University, at least thirty (30) days in advance, upon termination or non-renewal of the policy or of changes in insurance carrier or policy limit changes. In addition, the Academy shall provide the University President copies of all insurance certificates and endorsements required by this Contract. The Academy shall also provide to the University Charter Schools Office an entire copy of the insurance policies. 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 minimum may be required depending upon academic offerings and program requirements.

The Academy understands that the University's insurance carrier periodically reviews the types and amounts of insurance coverage that the Academy must secure in order for the University to maintain insurance coverage for authorization and oversight of the Academy. In the event that the University's insurance carrier requests additional changes in coverage identified in this Section 11.4, 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 11.5. Transportation. The Academy Board may enter into contract with other school districts or other persons, including municipal and county governments, for the transportation of the Academy students to and from school and for field trips. In addition, the Academy Board may use funds received from state school aid payments to pay for student transportation. In the event that the Academy Board contracts for transportation services, the Academy Board shall ensure that the company providing the transportation services is properly licensed in accordance with Applicable Law, and that the company conducts criminal background and history checks on its drivers and other personnel who have direct contact with pupils in accordance with the Code.

Section 11.6. Extracurricular Activities and Interscholastic Sports. The Academy is authorized to join any organization, association, or league, which has as its objective the

promotion and regulation of sport and athletic, oratorical, musical, dramatic, creative arts, or other contests by or between pupils.

Section 11.7. Legal Liabilities and Covenants Not to Sue. The Academy and Academy Board members acknowledge and agree that they have no authority to extend the full faith and credit of the University or to enter into a contract that would bind 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 and Academy Board members hereby covenant 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 or otherwise. The University does not assume any obligation with respect to any Academy Director, employee, agent, parent, guardian, or independent contractor of the Academy, and no such person shall have the right or standing to bring suit against the University Board, the University or any of its Trustees, employees, agents, or independent contractors as a result of the issuing, termination or revocation of this Contract.

Section 11.8. Lease or Deed for Proposed Single Site(s). The Academy shall provide to the designee of the University Board copies of its lease or deed for the premises in which the Academy shall operate. A copy of the Academy's lease or deed and site information shall be incorporated into the Schedules.

Section 11.9. Occupancy and Safety Certificates. The Academy Board shall: (i) ensure that all physical facilities comply with all fire, health and safety standards applicable to schools; and (ii) possess the necessary occupancy and safety certificates. The Academy Board shall not conduct classes at any site until the Academy has complied with this Section 11.9. Copies of these certificates shall be incorporated into the Schedules.

Section 11.10. 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 five (5) business days after receipt of the funds by the Academy.

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 the purposes of this Contract, an employee leasing agreement shall be considered a Management Agreement, and an employee leasing company shall be considered an ESP. Prior to entering any Management Agreement with an ESP, the Academy shall submit a copy of the final draft Management Agreement to the University Charter School Office in a form or manner consistent with the ESP policies of the University Charter School Office, which are incorporated into and deemed part of this Contract. The CSO may, from time to time

during the term of this Contract, amend the ESP policies and amended policies shall automatically apply to the Academy without any amendment under Article IX of this Contract. The University Charter School 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 University Charter School Office in the same form and manner as a new Management Agreement.

Section 11.12. Required Provisions for Educational Service Provider Agreements. Any ESP agreement 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 are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless Lake Superior State University Board of Trustees, Lake Superior State University and its members, officers, employees, agents or representatives from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of Lake Superior State University, which arise out of or are in any manner connected with Lake Superior State University Board’s approval of the Application, the University Board’s consideration of or issuance of a Contract, the Academy’s preparation for and operation of a public school, or which are incurred as a result of the reliance by Lake Superior State University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy or the ESP, or which arise out of the failure of the Academy to perform its obligations under the Contract issued to the Academy by Lake Superior State University Board of Trustees. The parties expressly acknowledge and agree that Lake Superior State University and its Board of Trustee members, officers, employees, agents or representatives may commence legal action against either party to enforce its rights as set forth in this Agreement.”

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

“Compliance with Academy’s Contract. The ESP agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy’s

obligations under the Academy's Contract issued by Lake Superior State University Board of Trustees. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement."

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

Section 11.13. Incompatible Public Offices and Conflicts of Interest Statutes. The Academy shall comply with the Incompatible Public Offices statute, Act No. 566 of the Public Acts of 1978, being MCL 15.181 to 15.185 of the Michigan Compiled Laws, and the Contracts of Public Servants With Public Entities statute, Act No. 371 of the Public Acts of 1968, being MCL 15.321 to 15.330 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 a prohibited conflict of interest for purposes of this Contract:

- a) An individual simultaneously serving as an Academy Board member and an owner, officer, director, employee or paid consultant of 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 a independent contractor to the Academy;
- d) An individual simultaneously serving as an Academy Board member and as a member of the governing board of another public school; and
- e) An individual simultaneously serving as an Academy Board member and a University employee, or paid consultant, as a representative of the University.

Section 11.14. Certain Familial Relationships Prohibited. 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:

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 or is assigned to the Academy;
- iii) has an ownership, officer, policymaking, managerial, administrative, non-clerical or other significant role with the Academy's ESP or employee leasing company.

Section 11.15. 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 11.16. 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 University Charter School Office.

Section 11.17. Information Available to the Public and University.

a) Information to be Provided by the Academy. In accordance with Applicable Law, the Academy shall make information concerning its operation and management, including without limitation information in Schedule 6, available to the public and the University in the same manner and to the same extent as is required for public schools and school districts.

b) Information to be provided by Educational Service Providers. The agreement between the Academy and the ESP shall contain a provision requiring the Educational Service Provider to make information concerning the operation and management of the Academy, including the information in Schedule 6, 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 11.18. University Board Invitation to Apply to Convert Academy to School 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, MCL 380.551 et seq. ("Part 6e"), and the University Board determines that the Academy meets the University Board's and the Code's eligibility criteria for applying to convert 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 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 by hand; or (ii) 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 person or address as the respective party may designate by notice delivered pursuant hereto:

If to Lake Superior State University Board of Trustees:

Charter School Office
Lake Superior State University
650 West Easterday Avenue
Sault Ste. Marie, MI 49783

If to Macomb Montessori Academy:

Board of Directors
Macomb Montessori Academy
8155 Ritter Street
Center Line, MI 48015

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. This Contract sets forth the entire agreement between the University Board and the Academy Board with respect to the subject matter of this Contract. All prior application materials, contracts, representations, statements, negotiations, understandings, and undertakings, are superseded by this Contract.

Section 12.5. Assignment. This Contract is not assignable by either party.

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. 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 and hold harmless the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives from and against all claims, demands, actions, suits, causes of action, losses, judgments, liabilities, damages, fines, penalties, forfeitures, or any other liabilities or losses of any kind whatsoever, including costs and expenses (not limited to reasonable attorney fees, expert and other professional fees), settlement and prosecution imposed upon or incurred by the University, 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 Method of Selection Resolution or the 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 comply with the Contract or Applicable Law. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Governmental Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964.

Section 12.8. 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 12.9. 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 12.10. No Third Party Rights. This Contract is made for the sole benefit of the Academy and the University Board. 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 12.11. Non-agency. It is understood that the Academy is not the agent of the University.

Section 12.12. 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 12.13. 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 12.14. Term of Contract. This Contract shall commence on July 1, 2013 and shall remain in full force and effect for five (5) years until June 30, 2018, unless terminated sooner according to the terms hereof.

Section 12.15. Survival of Provisions. The terms, provisions, and representations contained in Section 11.4, Section 11.7, Section 11.11 and Section 12.7, and any other provision of this Contract that by their sense and context are intended to survive termination of this Contract shall survive.

Section 12.16. Termination of Responsibilities. Upon termination or revocation of this Contract, the University Board and its designees shall have no further obligations or responsibilities under this Contract to the Academy or any other person or persons in connection with this Contract. Provided, however, that the University shall forward to the Academy the current fiscal year allotment of State School Aid received from the State as fiscal agent for the Academy for the hours of pupil instruction provided by the Academy prior to contract revocation consistent with section 101 of the State School Aid Act, MCL 388.1701, and reimbursement of categorical expenditures incurred prior to the effective date of revocation.

Section 12.17. Disposition of Academy Assets upon Termination or Revocation of Contract. Following termination or revocation of the Contract, the Academy shall follow the applicable wind-up and dissolution provisions set forth in the Academy's articles of incorporation and in accordance with Applicable Law.

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: _____

Jenny Kronk, Chair

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 the Terms and Conditions of this Contract.

MACOMB MONTESSORI ACADEMY

By: _____

Title _____ Board of Directors

Schedule 1
University Board Resolutions



**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

Schedule 1: University Board Resolutions

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 or communities. Academy board members must be citizens of the United States of America.

Oath of Public Office

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

Board Training

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

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

LSSU Board Approval:

Signed: _____
Jenny Kronk, Chair, Board of Trustees

Date _____
April 27, 2012



RESOLUTION AUTHORIZING MACOMB MONTESSORI ACADEMY TO OPERATE AS A PUBLIC SCHOOL ACADEMY PURSUANT TO PART 6A OF THE REVISED SCHOOL CODE

WHEREAS, on March 20, 1996, the Lake Superior State University Board of Trustees authorized the Lake Superior State University President to develop goals and objectives for the establishment of Public School Academies and invited applications for Public School Academy authorizations; and

WHEREAS, Macomb Montessori Academy submitted the required application for a charter contract to operate as a Public School Academy under Part 6a of the Revised School Code; and

WHEREAS, the Charter School Office has evaluated the merit of the application in an open and competitive process and the president of Lake Superior State University has recommended the authorization of a contract to Macomb Montessori Academy; therefore

BE IT RESOLVED AS FOLLOWS:

The Board of Trustees hereby approves the issuance of a charter contract to Macomb Montessori Academy, effective July 1, 2013 until June 30, 2018 to operate as a Public School Academy.

Furthermore, this contract is to include a thorough review accomplished during the third year of the contract and other reviews, as needed and ordered, by the Lake Superior State University Charter School Office.

Having been approved by the Lake Superior State University Board of Trustees at their meeting on September 21, 2012, the undersigned have read, understand and agree to comply with and be bound by the terms of and the conditions set forth in this Contract to Macomb Montessori Academy to operate as a Public School Academy.

Macomb Montessori Academy
Board of Directors

Lake Superior State University
Board of Trustees

By: _____

By: _____

Its: Board President

Jenny Kronk
Board Chair

Dated: _____

Dated: _____

Schedule 2

Articles of Incorporation

**MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF COMMERCIAL SERVICES**

Date Received		(FOR BUREAU USE ONLY)

John H. Gretzinger
Mika Meyers Beckett & Jones PLC
900 Monroe NW
Grand Rapids, MI 49503

EFFECTIVE DATE:

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

**ARTICLES OF INCORPORATION
For Use by Domestic Nonprofit Corporations**

Pursuant to the Nonprofit Corporation Act, 1982 PA 162, MCL 450.2101 to 450.3192 (“Act”), and Part 6A of The Revised School Code, 1976 PA 45, MCL 380.501 to 380.507 (“Code”), the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is: **Macomb Montessori Academy.**

The authorizing body for the corporation is: **Lake Superior State University Board of Trustees (“University Board”).**

ARTICLE II

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

1. The corporation is organized for the purpose of operating as a public school academy in the State of Michigan pursuant to Part 6A of the Code, 1976 PA 45, MCL 380.501 to 380.507.
2. The corporation, including all activities incident to its purposes, shall at all times be conducted so as to be a governmental entity pursuant to Section 115 of the United States Internal Revenue Code (“IRC”) or any successor law. Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activity not permitted to be carried on by a governmental instrumentality exempt from federal income tax under Section 115 of the IRC

or by a nonprofit corporation organized under the laws of the State of Michigan and subject to a contract to charter a public school academy (“Contract”) authorized under the Code.

ARTICLE III

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

The value of assets which the corporation possesses is:

Real Property: \$0.

Personal Property: \$0

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

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

ARTICLE IV

The address of the registered office is 900 Monroe NW, Grand Rapids, MI 49503.

The mailing address of the registered office is the same.

The name of the resident agent at the registered office is John H. Gretzinger.

ARTICLE V

The name and address of the incorporator is as follows:

John H. Gretzinger
900 Monroe Avenue NW
Grand Rapids, MI 49503

ARTICLE VI

The corporation is a governmental entity.

ARTICLE VII

The corporation and its incorporators, board members, officers, employees, and volunteers have governmental immunity as provided in Section 7 of 1964 PA 170, MCL 691.1407.

ARTICLE VIII

Before the issuance of a Contract to the corporation by the University Board, the method of selection, length of term, and the number of members of the Board of Directors of the corporation shall be approved by a resolution of the University Board as required by the Code.

ARTICLE IX

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

ARTICLE X

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

ARTICLE XI

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

To the extent permitted by law, upon the dissolution of the corporation, the board shall after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation to Lake Superior State University for forwarding to the state school aid fund established under Section 11 of Article IX of the State Constitution of 1963.

ARTICLE XII

These Articles of Incorporation shall not be amended except by the process provided in the Contract issued to the corporation by the University Board.

Amendments to the Articles of Incorporation take effect only after they have been approved by the corporation's Board of Directors and by the University Board and filed with the Michigan Department of Licensing and Regulatory Affairs, Bureau of Commercial Services. In addition, the corporation shall file with the amendment a copy of the University Board's approval of the amendment.

ARTICLE XIII

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

ADOPTION OF ARTICLES

These Articles of Incorporation shall become effective upon filing. However, the corporation shall not carry out its purposes until the University Board issues a contract to operate a public school academy and the contract is executed by designated representatives of the corporation and the University Board.

The incorporator has executed these Articles of Incorporation on this ___th day of ____, 2012.

By: _____
John H. Gretzinger, Incorporator

Schedule 3

Bylaws

BYLAWS
OF
MACOMB MONTESSORI ACADEMY

Article I
Name

This organization shall be called the Macomb Montessori Academy (the “Academy”).

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 Academy shall be located in the City of Centerline, County of Macomb, State of Michigan.

Section 2. Registered Office. The registered office of the Academy may be the same as the principal office of the Academy, 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 Nonprofit Corporation Act, 1982 PA 162, MCL 450.2101 to 450.3192 (“*Act*”). Changes in the resident agent and registered address of the System must be filed with the Bureau of Commercial Services of the Department of Licensing and Regulatory Affairs and reported to the Lake Superior State University Board of Trustees (“University Board”).

Article IV
Board of Directors

Section 1. General Powers. The business, property and affairs of the Academy 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 Act or The Revised School Code, 1976 PA 451, MCL 380.1 to 380.1853 (“*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. Academy Board of Directors. The Academy Board shall be composed of at least five (5) and not more than nine (9) Directors who shall serve a term of office of three years; provided, however than the terms of office of the initial Board shall be apportioned

between one year, two year and three year terms. The Directors shall be appointed by the Lake Superior State University Board of Trustees in accordance with the procedures established in the resolution adopted on April 27, 2012 by the Lake Superior State University Board of Trustees.

Section 3. Oath of Office. All members of the Board of Directors must take the constitutional oath of office and sign the Oath of Pubic Office before assuming duties as a Director. The oath and acceptance of office must be on file with the Lake Superior State University Charter Schools Office within ten calendar days of signing.

**Article V
Meetings**

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

Section 2. Special Meetings. Special meetings of the Academy Board may be called by or at the request of the Academy Board President or any Director. The person or persons authorized to call special meetings of the Academy Board may fix the place within the State of Michigan for holding any special meeting of the Academy Board called by them, and, if no other place is fixed, the place of meeting shall be the principal business office of the Academy in the State of Michigan. The Academy Board 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 of a majority of the Directors present, physically or by teleconference, at a duly called meeting of the Academy Board. A “quorum” shall be defined as follows:

Number of Academy Board positions	Board Members required for Quorum
Five (5)	Three (3)
Six (6)	Four (4)
Seven (7)	Four (4)
Eight (8)	Five (5)
Nine (9)	Five (5)

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

Number in Attendance	Number of Affirmative Votes Required
Three (3)	Two (2)
Four (4)	Three (3)

Five (5)
Six (6)
Seven (7)
Eight (8)
Nine (9)

Three (3)
Four (4)
Four (4)
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 System Board may request.

Article VII Officers of the Board

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

Section 2. Election and Term of Office. The Academy Board shall elect its initial officers at its first duly noticed meeting. Thereafter, officers shall be elected annually by the Academy Board at the Academy'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 Academy 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 Academy shall be a member of the Academy Board. The President of the Academy 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 Academy 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 Academy 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 Academy and see that the seal of the Academy 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 Academy 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 Academy; (b) keep accurate books and records of corporate receipts and disbursements; (c) deposit all moneys and securities received by the Academy 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 Academy 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. Acting Officers. 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 Academy, shall not be compensated for their services. By resolution of the Academy Board, Directors and officers of the Academy may be reimbursed for reasonable expenses incident to their duties.

Section 11. Filling More Than One Office. Subject to 1978 PA 566, MCL 15.181 to 15.185, any two offices of the Academy 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 Academy. 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 Academy, 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 the University Board or impose any liability on Lake Superior State University, the University Board, its members, officers, employees or agents.

Section 2. Loans. No loans shall be contracted on behalf of the Academy 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 Academy, other than in the ordinary and usual course of the business of the Academy, 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 members, 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 Academy will not issue a debt instrument (e.g. loan agreement, promissory note, mortgage, line of credit, etc.) to any person employed by the Academy 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 Academy 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 Academy, shall be signed by such officer or officers, agent or agents, of the Academy 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 Academy not otherwise employed shall be deposited from time to time to the credit of the Academy 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 1855 PA 105, MCL 21.146.

Section 5. Contracts Between the Academy and Related Persons. Pursuant to the Code, each Director, officer or employee of the Academy shall comply with 1978 PA 566, MCL 15.181 to 15.185, and 1967 PA 317, MCL 15.321 to 15.330. 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 Academy and each person who serves or has served at the request of the Academy as a Director, officer, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise, shall be indemnified by the Academy 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 Academy 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 Academy would have power to indemnify such person against such liability under the preceding sentence. The Academy may, to the extent authorized from time to time by the Academy Board, grant rights to indemnification to any employee or agent of the Academy 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 Academy 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 of his or her designee. Amendments to these Bylaws take effect only after they have been approved by both the Academy Board and by the University President 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 consent of the Academy Board on the ___ day of _____, 2012.

Secretary

Schedule 4
Fiscal Agent Agreement



SCHEDULE 4

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 Macomb Montessori Academy (“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 is eligible to be a depository of surplus funds under Sections 5 or 6 of Act No. 105 of the Public Acts of 1855, being Sections 21.145 and 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 Articles IX, Section 11 of the Michigan Constitution of 1963 or under the School Aid Act of 1979, as amended.

“State” means the State of Michigan.

“State Treasurer” means the office responsible for issuing funds to public school academies for State School Aid Payments pursuant to the School Aid Act of 1979, as amended.

ARTICLE II

FISCAL AGENT DUTIES

Section 2.01. **Receipt of State School Aid Payments and Other Funds.** The University Board is the Fiscal Agent for the Academy for the limited purpose of receiving State School Aid Payments. By separate agreement, the University Board and Academy may also agree that the University will receive Other Funds for transfer to the Academy. The Fiscal Agent will receive State School Aid Payments from the State, as provided in Section 3.02.

Section 2.02. **Transfer to Academy.** Except as provided in Article X of the Terms and Conditions and in the Oversight Agreement, the Fiscal Agent shall transfer all State School Aid Payments and all Other Funds received on behalf of the Academy to the Academy within ten (10) business days of receipt or as otherwise required by the provisions of the State School Aid Act of 1979 or applicable State Board rules. The State School Aid Payments and all Other Funds shall be transferred into the Account designated by a resolution of the Board of Directors of the Academy and by a method of transfer acceptable to the Fiscal Agent.

Section 2.03. **Limitation of Duties.** The Fiscal Agent has no responsibilities or duties to verify the Academy’s pupil membership count, as defined in the State School Aid Act of 1979, as amended, or to authorize, to approve or to determine the accuracy of the State Aid School Payments received on behalf of the Academy from the State Treasurer. The duties of the Fiscal Agent are limited to the receipt and transfer to the Academy of State School Aid Payments and Other Funds received by the Academy. The Fiscal Agent shall have no duty to monitor or approve expenditures made by the Academy Board.

Section 2.04. **Academy Board Requests for Direct Intercept of State School Aid Payments.** If the Academy Board directs that a portion of its State School Aid

Payments be forwarded by the Fiscal Agent to a third party account for the payment of Academy debts and liabilities, the Academy shall submit to the Vice President of Financial Affairs for the University and to the University Charter Schools Office: (i) a copy of the Academy Board's resolution authorizing the direct intercept of the State School Aid Payments; and (ii) a copy of a State School Aid Payment Agreement and Direction document that is in a form and manner acceptable to the Fiscal Agent.

ARTICLE III

STATE DUTIES

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

Section 3.02 **Method of Payment.** Each State School Aid Payment for the Academy will be made to the Fiscal Agent by the State Treasurer by issuing a warrant and delivering the warrant to the Fiscal Agent or by electronic funds transfer into an account specified by 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, and Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended.

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

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

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

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, upon the written request of the Academy, and send to the Academy within thirty (30) days of August 30, 2004, and annually thereafter, a written report dated as of June 30 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 on Liability.** The liability of the Fiscal Agent to transfer funds to the Academy shall be limited to the amount of State School Aid Payments as are from time to time delivered by the State and the amount of Other Funds as delivered by the source of those funds.

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

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

made by the State Treasurer to the Academy for which the State subsequently seeks reimbursements.

Acknowledgement of Receipt

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

BY: _____

Bureau of Authority and State Finance
Michigan Department of Treasury

Date: _____

Schedule 5

Master Calendar of Reporting Requirements

(MCRR)



MASTER CALENDAR OF REPORTING REQUIREMENTS

The Academy shall utilize the Authorizer Oversight Information System (AOIS) to report in electronic format various documents required for compliance with the Contract and all Applicable Law. The University Charter School Office contracts with AOIS, and other vendors, to assist in its oversight and compliance activities. CSO staff members also visit the academy site(s) and attend board meetings and other academy functions. The Master Calendar of Reporting Requirements (MCCR), which has been created by authorizers since 2006, is available on the website of the Michigan Council of Charter School Authorizers (www.mccsa.us). A copy of the 2012-2013 Master Calendar is appended to this schedule. In addition to the MCCR, the Academy is subject to the following:

OVERSIGHT REQUIREMENTS

- 1. Filing Place.** All documents and information required to be filed with the University pursuant to this Agreement shall be filed with the Charter Schools Office, Lake Superior State University, 650 West Easterday Avenue, Sault Ste. Marie, Michigan 49783.
- 2. Oversight and Compliance Checklist.** The Charter Schools Office shall provide annually to the Academy a checklist of activities the Charter School Office may engage in, and records it may examine, to fulfill the University's Oversight Responsibilities; documents and reports the Academy may be required to submit to the Charter School Office; and actions the Academy may be required to undertake. The Checklist may include, but is not limited to, actions or documentation related to financial reports, budgets and audits; curriculum, educational goals, and assessment reports; minutes, meeting schedules and other documents related to the Academy Board of Directors; contracts with third parties, inspection and fire safety occupancy approvals, educational service provider contracts, leases, deeds or purchase agreements for physical facilities, and insurance contracts; personnel information; and student application and enrollment information.
- 3. 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 Lake Superior State University or others.

- 4. 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 as reasonable hours and under reasonable conditions by the University Charter Schools Office.
- 5. Progress toward Educational Goals.** In the event that the University determines that the Academy's educational outcomes are not meeting the targeted educational goals, the University, at its discretion, may require an objective evaluation of student performance by an educational consultant(s), acceptable to both the Academy and the University. The Academy shall bear all the expenses of the evaluation.

MASTER CALENDAR 2012-2013

Listed below are the basic dates and submission requirements that apply to charter public schools in Michigan. Please note that authorizers also conduct site visits to review facilities, records and compliance on a regular basis. Schools will be asked to present training and drill logs, faculty/staff rosters and credentials, facilities information, and other compliance data as requested by the authorizer representative. Because inspection dates are ongoing and may vary, they have not been included in the below-listed requirements.

It should also be emphasized that the reporting requirements contained in this calendar are not all-inclusive. Many authorizers have additional reporting requirements, unique oversight practices, and other processes that are not included in this document. References to the Michigan law code are provided in parentheses.

Key Abbreviations: AUTH (authorizer); ISD (intermediate school district); MDE (Michigan Department of Education); CEPI (Center for Educational Performance and Information)

<u>Due Date</u>	<u>Submit To</u>	<u>Report Description</u>
July 27, 2012	AUTH	Quarterly Financial Statements – quarter ending 6/30/12 (MCL 380.523(k)(iii))
August 13, 2012 (official date TBD by CEPI)	Full files to ISD, CEPI.	Annual Education Report Posting

Sep 1, 2012	MDE	School Improvement Plan and/or updates for school year 2012-2013. Please note that this item is needed for federal Consolidated Application, due earlier in August. The Annual Education Report/report updates are also due on this date pursuant to the Revised School Code. (MCL 380.1277)
Sep 1, 2012	AUTH	Annual Inventory of Capital Assets, if required by authorizer
Sep 7, 2012	MDE	Anti -Bullying policy submitted
Oct 1, 2012	LARA	Annual Nonprofit Corporation Information Update (submit online) (LARA)
October 3, 2012	CEPI	General Education and Special Education Student Count Day for State Aid F.T.E.
October 5, 2012	AUTH & MDE	DS-4898 Preliminary Pupil Membership Count

Due Date	Submit To	Report Description
Oct 15, 2012	AUTH, ISD	Deadline for Annual Education Report/report updates for the 2012-13 academic year to be presented at a public meeting. NOTE: Pursuant to the Revised School Code, the Annual Education Report should contain a status report of the School Improvement Plan. Contact authorizer to determine specific submission requirements and time frames. (MCL 380.1204a)

Due Date	Submit To	Report Description
Oct 26, 2012	AUTH	Audited Financial Statements and Management Letter for fiscal year ending June 30, 2012 are due to AUTH on this date, unless otherwise specified by charter contract. ISD submission deadline is Nov 15 (see below). (MCL 380.503(5)(h))
Oct 28, 2012	AUTH	Quarterly Financial Statements due for quarter ending 9/30/12
Oct/Nov 2012	TREAS	Deadline for MEIS/Single Record Student Database ("SRSD") electronic file (contact local ISD for due date) NOTE: Contact authorizer to determine specific submission requirements and time frames.
Nov. 15, 2012	ISD	Audited Financial Statements and Management Letter for fiscal year ending June 30, 2011 are due to the ISD on this date, unless otherwise specified by charter contract. Please note that an additional Annual A-133 Single Audit is required if over \$500K in federal funds have been expended. If a management letter is not issued, a letter from the Academy stating a management letter was not issued must be submitted. (MCL 380. 1618(18)(2))
Nov 15, 2012	AUTH, CEPI	Deadline for electronic submission to the Financial Information Database (FID, formerly known as the Form B). State aid will be withheld if the submission is not successful. (CEPI)
Dec. 1, 2012	Full file to CEPI, notification only to AUTH	Registry of Educational Personnel (REP) Submission (CEPI)
Dec 1, 2012 (if required by authorizer)	AUTH	Academy Technology Plan for 2011-12, or annual updates thereto (No Child Left Behind, ESEA, Title II, Part D, Subpart 1)

Due Date	Submit To	Report Description
December 2, 2012	AUTH	Management Letter response
Jan 27, 2013	AUTH	Quarterly Financial Statements - quarter ending 12/31/12

Due Date	Submit To	Report Description
Feb 13, 2013	No submission needed	Supplemental Student Count Day (Part 3A of Pupil Accounting Manual)
Mar 2013 (official date TBD)	Full files to ISD, CEPI	MEIS/Single Record Student Database ("SRSD") electronic file (contact local ISD for due date.) NOTE: Contact authorizer to determine specific submission requirements and time frames. (CEPI)
May 1, 2013	AUTH	Quarterly Financial Statements - quarter ending 3/30/13
No later than May 13, 2013	AUTH	Notice of Open Enrollment and/or copy of open enrollment policy. (MCL 380.504(3))
Jun 2013 (official date TBD)	AUTH & ISD	MEIS/Single Record Student Database ("SRSD") electronic file (contact local ISD for due date) NOTE: Contact authorizer to determine specific submission requirements and time frames. (CEPI)
Jun 13, 2013 (official date TBD)	CEPI	Registry of Educational Personnel (REP) (CEPI)
Jun 30, 2013	AUTH	Budget - Public Hearing Notice and properly adopted budget for 2012-13 fiscal year. As a reminder, budgets must be posted to the school or ISD website no later than 30 days after adoption. (MCL 141.412)

Due Date	Submit To	Report Description
Jun 30, 2013	AUTH	Board Approved Amended Budget for 2013-14 fiscal year (or statement that budget has been reviewed and no amendment was needed).
Jun 30, 2013	AUTH	Nationally Recognized Achievement Test (submit results of test, by grade and subject, other than MEAP)
Jun 30, 2013 (if required by authorizer)	AUTH, MDE	Teacher Individual Mentoring Activity Records and Teacher Individual Professional Development Plan (TE-2900) (MCL 380.1526)
Aug 31, 2013	AUTH	Quarterly Financial Statements - quarter ending 6/30/13

The following documents do not have a common calendar date for all authorizers; however, they do generally require submission within a certain number of days from board action or other occurrence.

No Child Left Behind (NCLB) and Education Yes!:

Due Date	Submit To	Report Description
Immediately after submitting to MDE	AUTH	A copy of the No Child Left Behind Act Adequate Yearly Progress Report, including attachments, submitted to the Michigan Department of Education.

Concurrent with due date as set by MDE	AUTH	Education Yes! Self –Assessment as required by MDE.
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Charter Contract:

Due Date	Submit To	Report Description
As requested	AUTH	Reauthorization material submissions.
As requested	AUTH	Contract Amendment Supporting Documents

Budget/Financial:

Due Date	Submit To	Report Description
10 business days after Board approval or upon request of authorizer	AUTH	Board adopted Amended Budget (separate budgets for the General Fund and School Service Funds)
Upon renewal or authorizer request	AUTH	Certificates of Insurance and Insurance Verification Document (General/Public Liability, Errors & Omissions [including Directors and Officers, and School Leaders Errors and Omissions], Auto Liability [Owned and Non-Owned], Workers' Compensation, Crime [including Employee Dishonesty], Employment Practices Liability, Property)

30 days after board approval	No submission needed	Deadline for posting annual budget to school/ISD website (State School Aid Act)
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Board Members/Activities:

Due Date	Submit To	Report Description
As needed	AUTH	Recommendations to the authorizing board to renew terms of appointment or fill vacancies on the academy board
14 business days after Board Approval	AUTH	Copies of signed Oath of Office and letters of acceptance by Board members
Immediately - date notice is posted	AUTH	Academy Board Meeting Notices and agendas. Must include time and date of actual posting. (Open Meetings Act, MCL 13.261-15.275)
Immediately - date of meeting cancellation	AUTH	Notification of meeting cancellation or anticipated lack of quorum.

8 business days after date of board meetings (statutory deadline; contact authorizer for specific due date)	AUTH	Proposed Board Meeting Minutes of regular, annual, special and emergency board meetings (Open Meetings Act MCL 13.261-15.275)
5 business days after board approval (statutory deadline; contact authorizer for specific due date)	AUTH	Approved Board Meeting Minutes of regular, annual, special and emergency board meetings (Open Meetings Act MCL 13.261-15.275)
3 business days after board approval (statutory deadline; contact authorizer for specific due date)	AUTH	Changes to the Annual Calendar of Regularly Scheduled Meetings (Open Meetings Act MCL 13.261-15.275)
As requested	AUTH	New or revised Board Policies

Legal/Contractual:

Please note: charter contracts vary. Please contact your authorizer to determine when specific items are due.

Due Date	Submit To	Report Description
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30 business days prior to execution	AUTH	Board proposed Educational Service Provider (ESP) Agreement and related documents
As requested	AUTH	Loan or Lease Agreements
As requested	AUTH	Contracts for banking services and investment management
As requested	AUTH	Other contracts or agreements
Prior to building occupancy	AUTH	Certificate of Occupancy issued by Bureau of Construction Codes and Fire Safety
5 business days after service	AUTH	Written notice of any litigation or formal administrative proceedings involving the Academy
5 business days after receipt, if required	AUTH	Copies of any correspondence from any governmental agency requiring a response and copies of the response
In advance of deadlines specified by authorizer	AUTH	Contract amendment requests/resolutions (including grade, curriculum, organizational/staffing, and/or site changes)

Facilities:

Due Date	Submit To	Report Description
Every 90 days, if required by authorizer	AUTH	Periodic elevator inspections (MI Elevators Laws and Rules, Rule 25)

Every 180 days, if required by authorizer	AUTH	Periodic chairlift inspections (MI Elevators Laws and Rules, Rule 25)
As requested	AUTH	Log of Annual Boiler Inspection (if applicable) (Boiler Act of 1965)
As requested	AUTH	Log of emergency drills, including dates, times and results (MCL 30.409)
As requested	AUTH	Log of Playground Safety Checks
As requested	AUTH	Asbestos Management Plans (Section 763.93 of AHERA)

The following documents may be required by the state or other agencies throughout the year. School leaders should be aware of all applicable requirements and work with their authorizers to comply.

Due Date	Submit To	Report Description
Sep 30, 2012 (if required by AUTH)	AUTH, ISD	SE-4096 Special Education Actual Cost Report (Contact ISD for due date). State aid will be withheld if submission is not successful.
Oct 1, 2012	AUTH, CEPI	Eye Protection Certificate (#4527 Certification of Eye Protective Devices Electronic Grant System [MEGS]), if applicable (MCL 380.1288)
Oct 1, 2012	AUTH, MDE	Certification of Constitutionally Protected Prayer (NCLB, Section 9524)
Oct 7, 2012	AUTH, ISD	SE-4094 Transportation Expenditure Report (Contact ISD for due date). State aid will be withheld if submission is not successful.

Oct/Nov 2012 (official date TBD)	AUTH, CEPI	School Infrastructure Database (SID); School-Wide Title I Participation
Nov 1, 2012	Local Health Department	Deadline for Immunization Records Report– IP100. Schools must submit the list of new entrants and their immunization status. A financial penalty of 5% of a school’s state school aid allocation can be assessed if the immunization rate is not at 90% or above. (MCL 380.1177)
Dec 31, 2012	MI Dept of Treasury	Municipal Finance Qualifying Statement (online submission). Also notify authorizer of determination, when received
Feb 1, 2013	Local Health Dept.	Deadline for Immunization Records Report– IP100. Schools must submit the list of new entrants and their immunization status. A financial penalty of 5% of a school’s state school aid allocation can be assessed if the immunization rate is not at 90% or above. (MCL 380.1177)

Schedule 6
Information to Be Provided by Academy
and
Educational Management Company



Information to Be Provided by Academy and Educational Management Company

The Academy Board shall make information concerning its operation and management available to the public and to Lake Superior State University in the same manner as is required by state law for school districts. The Academy Board shall collect, maintain, and make available to the public and to the University Charter School Office (CSO), in accordance with applicable law and the contract, the following information concerning the operation and management of the public school academy or school of excellence:

1. A copy of the contract issued by Lake Superior State University for the public school academy or school of excellence.
2. A list of currently serving members of the Academy Board including name, address, and term of office; copies of policies approved by the Academy Board; Academy Board agendas and minutes; a copy of the budget approved by the Academy Board and of any amendments to the budget; and copies of bills paid for amounts of \$10,000.00 or more as they were submitted to the Academy Board.
3. Quarterly financial reports submitted to the University CSO.
4. A current list of teachers and school administrators working at the public school academy or school of excellence that includes their individual salaries; copies of the teaching or school administrator's certificates or permits of current teaching and administrative staff; and evidence of compliance with the criminal background and record checks and unprofessional conduct check required under sections 1230, 1230a, and 1230b for all teachers and administrators working at the public school academy or school of excellence.
5. Curriculum documents and materials given to the University CSO.
6. Proof of insurance as required by the contract.

7. Copies of facility leases or deeds, or both, and of any equipment leases.
8. Copies of any management contracts or services contracts approved by the Academy Board.
9. All health and safety reports and certificates, including those relating to fire safety, environmental matters, asbestos inspection, boiler inspection, and food service.
10. Any management letters issued as part of the annual financial audit conducted by a certified public accountant in accordance with generally accepted governmental auditing principles.
11. Any other information specifically required by the Revised School Code as amended.

The Agreement between the Academy Board and the Educational Management Organization, if any, shall contain a provision requiring the Educational Management Organization to make information concerning the operation and management of the Academy, including the information in this Schedule 6, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to comply fully with its obligations under section 11.15 of the contract.

The information listed above, which is required to be collected, maintained, and made available to the public and to the University Charter School Office, in accordance with applicable law and the contract, shall be submitted to AOIS.

Schedule 7-1

Educational Goals and Programs

Macomb Montessori Academy Educational Goals

Macomb Montessori Academy’s goals are

- To preserve the fundamental and integrated Montessori concepts, principles, and practices through faithful conformity with the Montessori model and with the Michigan Curriculum Framework.
- To create a disciplined school culture based on consistency of purpose, core values, high academic and ethical standards, frequent review and improvement, and a passion for excellence.
- To achieve full accreditation according to the State’s adopted accreditation and accountability system for all public schools.
- To value the richness that diversity brings to our school family—diversity makes our Academy better and families and their communities stronger by being inclusive and respectful of differing ideas, approaches, and points of view.

Goals to Be Achieved

Pursuant to the Terms and Conditions of this Contract, the Academy shall demonstrate measurable progress toward the educational goals identified below in this schedule and in accordance with applicable law.

Upon request, the Academy Board shall provide the CSO with a written report, along with supporting data, assessing the Academy’s progress toward achieving these goals. The achievement or measurable progress toward these goals may constitute grounds for the University Board to continue the Contract, suspend the Contract, or revoke the Contract.

State and Federal Accountability

GOALS	MEASURES	METRICS	TARGETS
The Academy will be accredited by the State of Michigan.	The State of Michigan’s accreditation system.	The State’s accreditation standards.	Full Accreditation. Above the 40 th percentile on the State’s Top to Bottom List.
The Academy will achieve Adequate Yearly Progress (AYP).	The No Child Left Behind Act (NCLB) of 2001.	AYP in achievement, participation, and attendance and/or graduation.	Achieve AYP.

Student Achievement Goals

GOALS	MEASURES	METRICS	TARGETS
All students enrolled at the Academy will meet Michigan’s proficiency standards.	Michigan Education Assessment Program (MEAP). Michigan Merit Exam (MME).	Percentage of students proficient in all subjects and grades tested who have been enrolled at the Academy in at least their third consecutive year.	At a minimum, the percent proficient of students enrolled at the Academy in at least their third consecutive year shall not be lower than 50 for more than one subject and not lower than 35 in any subject.
All students will be prepared for success in college, work and life	Performance Series by Scantron® or Measures of Academic Progress® by NWEA	<p>The average college readiness level based on scaled scores from the Performance Series® by Scantron® or NWEA MAP® reading and math tests administered in grades 2-8 in the spring.</p> <p>The average college readiness level based on subject scores from the EXPLORE®, PLAN® and ACT® tests by ACT, Inc. administered for grades 8 through 11 in the spring.</p>	<p>Students in grades 2 through 8 who are enrolled at the Academy in at least their third consecutive year will on average achieve scaled scores equal to or greater than the grade level targets for reading and math identified in this schedule.</p> <p>Students in grades 8 through 11 who are enrolled at the Academy in at least their third consecutive year will on average achieve EXPLORE, PLAN and ACT subject scores equal to or greater than the achievement targets for reading, math, science and English identified in this schedule.</p>

Student Progress Over Time

GOALS	MEASURES	METRICS	TARGETS
All students will make measurable progress on an annual basis to reach the achievement targets for success in college, work and life.	Value-added analysis scores from the Performance Series® test by Scantron® or NWEA MAP®.	Growth made by students from fall to spring in reading and math as measured by scaled scores on the Performance Series® by Scantron® or the NWEA MAP® for grades 2 through 8.	Students on average will demonstrate measurable progress toward the grade –level achievement targets for reading and math identified in the schedule.
All students will be academically prepared to succeed in college.	The Educational Planning and Assessment System (EPAS) by ACT.	Growth made by students in reading, math, science and English as measured by subject scores on the EXPLORE®, PLAN®, and ACT® tests.	Students’ academic growth between tests on average will demonstrate measurable progress toward the achievement targets for the grade-level subject scores in reading, math, science and English identified in the schedule.

Grade Level Achievement Targets for College Readiness

PS = Performance Series by Global Scholar; MAP = Measures of Academic Performance by NWEA

Grade	PS Reading Spring Target	MAP Reading Spring Target	PS Math Spring Target	MAP Math Spring Target
2	2265	190	2191	191
3	2504	201	2380	204
4	2691	208	2497	214
5	2843	215	2615	224
6	2921	218	2733	229
7	2948	222	2800	236
8	3012	227	2890	242
Grade/Test	READING	MATH	SCIENCE	ENGLISH
8—EXPLORE	15	17	20	13
9—EXPLORE	16	18	20	14
10—PLAN	17	19	21	15
11—ACT	21	22	24	18
12—ACT	21	22	24	18

Schedule 7-2

Curriculum

Curriculum

At the Academy, we firmly believe that all students will achieve success through the following instructional measures:

- By providing the opportunity for students to have varied amounts of time for experiential learning based on each individual's developmental needs;
- By implementing a proven Montessori curriculum that has been successfully aligned with the Michigan Framework, State GLCE's and the Michigan Common Core Standards;
- By the use of research-based Montessori support materials and manipulatives which are an integral base of Montessori instruction;
- By utilizing clear-cut formative and summative assessments, which inherently support the individualized instruction presented in Montessori education, and which will be used to refine the curriculum that helps direct students in their learning cycles;
- By all members of the Academy demonstrating and exemplifying the basic principles of the Montessori pedagogy, which include tenets such as community service, peace education and character building;
- By empowering all stakeholders, which includes staff, parents and students to work together and develop into a community of life-long learners.

The Academy's written instructional delivery is the North American Montessori Center (NAMC) curriculum for preschool through sixth grade and the Houston Montessori curriculum for grades seven and eight. Both NAMC's curriculum and the Houston Montessori curriculum are well-developed and proven methods of instruction, and each includes rigorous training courses and proper curriculum materials which are provided for each instructor. The two curricula are integrated and are cross-connected to form the Academy's approved curriculum.

The Academy has taken steps to align this approved Montessori curriculum with the Michigan Framework, State Grade Level Content Expectations and the Michigan Common Core Standards by utilizing the online Curriculum Crafter Tool (CCT). The Montessori curriculum is self-described as a "spiral learning" method, which means that each instructional unit builds on the next topic to generate a progressive academic flow of content. We have been careful to align the curriculum to each required standard by using the CCT, so that Academy teachers can easily visualize and customize curriculum-mapping strategies to their respective classrooms and students' needs, and thereby ensure that the intended curriculum and the taught curriculum are congruent.

In addition to core subject areas, CCT includes a framework for non-core subjects. The Academy's curriculum extends beyond the Montessori curriculum, and expands to include subjects such as certain specific health education requirements, which include health education, dangerous communicable diseases including, but not limited to, HIV/AIDS, and sex education. A brief outline of how the Academy will provide these important health education requirements follows this curriculum discussion.

The entire aligned Montessori curriculum will be available online on the CCT within the next 90 days. The Academy will provide the Charter Schools' Office with password access to the Academy's CCT site for review.

The Academy realizes that having a written, aligned curriculum is an ongoing process, which is continually refined based on a variety of factors such as student achievement data findings and changes to the State and Federal curriculum requirements. Because of this, the Academy will build into their school improvement plan a systematic and continuous review of the school's written curriculum, and, based on revisions and refinements found during that process, will update the curriculum in the CCT when appropriate. The Academy will keep the up-to-date written curriculum available on the CCT, so that all stakeholders will have a clear vision of the instructional model being delivered at the Academy.

Narrative Description of the Educational Program

Following is a detailed narrative of the educational program of the Academy, which will be offered to Preschool through grade Eight students.

A. Pre-Kindergarten Level:

Preschool/Pre-Kindergarten will initially include four-year-olds. We may seek permission to add three-year-old children once the preschool program is established. The Pre-Kindergarten program will mirror the Kindergarten program, yet be developmentally sensitive to the needs of the age groups being served. The Pre-K program will include practical life, sensorial, cultural studies, mathematics, and language activities (see narrative detail for those subject areas under "B. Kindergarten Level").

B. Kindergarten Level:

Kindergarten will include children from ages five to six years old. The kindergarten program will include practical life, sensorial, cultural, math and language activities.

1. **Practical Life Activities:** These activities include many of the tasks children see as part of the daily routine of their culture, such as carrying objects, pouring liquids, preparing food, fastening clothes, washing hands, washing dishes and clothes and polishing shoes or furniture. Included is learning to take care of the indoor classroom environment as well as the outside world by engaging in activities such as planting, raking and cultivating a garden.

2. **Sensorial Activities:** These activities use specifically developed hands-on Montessori materials to help the child learn accurate information about physical properties of the environment. Each piece of sensorial material isolates one particular quality such as dimension, color, weight, texture, shape, smell or sound. These materials help the child to develop classification systems, as well as comparatives.

3. **Language Activities:** The Montessori environment is rich in language opportunities and materials, which enable the child to refine vision, hearing and speech skills in preparation for a more formal learning of language. Through the Montessori developed

language materials, children will become familiar with sounds and their symbols and will begin to make the transition from oral to visual and graphic modes of communication. Phonemic awareness is stressed in preparation for sight-reading and grammar fundamentals are introduced.

4. Mathematics: In the Montessori classroom, children learn and understand the concepts of math by manipulation of concrete materials that are designed to isolate a specific concept and prepare them for later abstract reasoning. The goals of the program are the development of problem-solving strategies, computational skills and confidence in using numbers in every day life. Children learn numbers, symbols and sequences, as well as arithmetic operations by utilizing the Montessori materials.

5. Cultural Activities: Art, Music and Geography will not be presented as separate subjects, but will be integrated into the whole learning experience. Living plants, animals and hands-on materials will be part of the classroom. Map study, names of states, countries and continents will be incorporated into lessons about the order of the world. Students will be encouraged to use artistic forms of expression to support their work. Singing, music instruction and use of basic instruments will be included in classroom activities.

6. Social Activities: The child is given opportunities to work alone or with others. The balance between freedom of the individual and the concerns of the group are very important. Cooperation and respect for others is learned, as the child is taught proper ways of how to be helpful and considerate of others needs.

7. Physical Education: Activities in the Kindergarten environment emphasize physical movement. Children are given freedom to explore and move around their surroundings. This eventually transitions into organized games and cooperative activities, along with music and movement exercises.

8. Health: The children will be taught personal grooming and hygiene habits, basic safety rules for personal and environmental issues and how to understand illnesses and the way they are transmitted. Montessori lessons include the demonstration and proper care of self and the student's surroundings.

9. Foreign Language: A foreign language program will be offered. This may be combined into everyday classroom discussion by the teacher or may be contracted out to a specialized teacher in the chosen language. It is the Academy's ultimate goal to have an "immersion" style foreign language program which offers instruction solely in this language, or to hire a native speaker in the language to provide whole-language instruction.

C. Elementary Level (Grades 1-6): The elementary level will include children generally from six to twelve years of age, although they may range from ages five through fourteen years of age. The students will be divided into two-year, three-year or four-year multi-age groupings, including, but not limited to, the Lower Elementary (Grades 1-3) and the

Upper Elementary (Grades 4-6). Children will have opportunities to work both alone and in groups.

1. Language Arts: The Montessori curriculum stresses the interrelatedness of reading and writing and promotes an integrated approach where reading and writing occur across the curriculum. Phonemic awareness, direct instruction in phonics, grammar and vocabulary development are all essential components of the curriculum, as well as developing fluency and comprehension skills. Children learn composition, handwriting, punctuation, sentence structure and parts of speech. Research and library skills are taught and children are exposed to both classical and contemporary literature. Creative writing and public speaking are cultivated as children participate in play presentations, recitations and oral reports.

2. Mathematics: Concrete materials help to establish spatial aspects of basic concepts. These materials then enable the children to build a solid foundation with which to easily transition into harder, abstract concepts. Addition, subtraction, multiplication and division are mastered. Units of measure (time, money, length, capacity, mass, etc.) and problem solving are taught. Fractions, decimal properties, geometric shapes and algebraic concepts are easily developed using the hands-on Montessori materials.

3. Science: The Montessori curriculum includes an extensive study of botany and zoology, including the identification and classification of both the plant and animal worlds. Local parks, nature centers, museums and zoological parks may be utilized as living classrooms where children can experience these lessons up-close. Other areas of scientific study will include: astronomy, geology, human anatomy, life cycles, biology and ecology. Students will learn to utilize the scientific method of study by being able to develop questions, design experiments, gather data and make observations/predictions in lessons of physics, biology and chemistry.

4. History and Social Sciences: Montessori's Five Great Lessons form the backbone of the History and Social Sciences curricula. These broadly engaging stories highlight universal themes. The lessons include: The Story of the Universe, The Time Line of Life, The Time Line of Early Humans, The Story of Writing and The Story of Mathematics. They serve to integrate and unify classroom-learning experiences and to inspire children's sense of wonder, curiosity and motivation about the world around them. By starting at the largest point (the Universe) and then working down toward the smallest (the student themselves), Maria Montessori gave children an organized, comprehensive view of history and one's place in the world. The progressive nature of the Five Great Lessons allows teachers to begin with broad concepts (the solar system, continents and countries), progress through the history of man (eras, world cultures, systems of governance), move to United States history (the Civil War, the Constitution, democratic government) and then finally to local governmental structure and the student's citizenship.

5. Art and Music: Skills such as rhythm, melody and singing will be developed. This may include separate music instruction by a qualified teacher, as well as in-class opportunities.

Based on the Montessori Method, art will be incorporated across the curriculum. Art projects may be part of a research project, story writing or cultural demonstration based on a Social Science study. Art and music appreciation will be highlighted through the study of famous painters and composers.

6. Physical Education: Elementary students may have regular physical education classes where they learn movement and cooperation through organized sports and games. Emphasis will be placed on proper health through physical activity, as well as an understanding of the basic principles of growth and nutrition.

7. Practical Life: Time and task management skills will be emphasized, as the Montessori curriculum includes student-directed work time. Students will continue to be engaged in the care of their environment, including classroom plants and animals and the grounds outside the school. Instruction will continue in life skills such as cooking and gardening. Throughout the year, students may also take field trips to museums, factories, parks, farms and agencies to learn about the working community and the world in which they live. School-wide community involvement and volunteer projects will be included in the curriculum.

8. Foreign Language: Students will be offered a foreign language program with weekly instruction that will integrate oral language games, songs and activities, bilingual picture books, and an introduction to the written language. This language instruction may be part of the teacher's classroom instruction, or may be presented "immersion" style, preferably by the hiring of a native speaker to provide lessons solely in the foreign language.

9. Specialist Teachers: Beside physical education teachers, the Academy may employ a variety of specialist teachers and experts. These persons will reinforce the subjects that are already part of the Montessori curriculum and may teach in areas such as Art, Music and Foreign Language. These specialists are an integral part of the Montessori curriculum.

10. Computers & Technology: It is our goal to have three to six computers available in every classroom. These will have appropriate educational software and internet access available on a need basis. Scanners, digital cameras, graphic arts programs and other hardware components may be added as needed to fulfill proper computer instruction. All students will be required to learn to type correctly by the end of the Elementary I section.

D. Middle School (7-8): The middle school level will have children from twelve to fourteen years of age, although they may range from ages eleven through sixteen years of age. The students will be combined into a two-year age grouping. The Middle School will have a group of teachers that work together to teach various subjects. In preparation for High School learning, children will regularly change classrooms and have various teachers for different subjects.

1. Language Arts: The Middle School curriculum will center on the development of effective written communication skills through frequent and guided writing and critiquing

experiences, in-depth investigations with classic and contemporary literature, development of research skills using text and information technologies and refinement of effective oral presentation and communication within teamwork and public settings. Most of the students' Language Arts work will be project-based curriculum and applied toward real audiences within these studies.

2. Mathematics: Students will engage in skill integration and application through classroom instruction. The math skills learned in the Elementary years will be built upon and expanded to include graphing, data analysis, geometry and algebra. Supplemental materials may be utilized to guide core content skill development in relation to the MI Mathematics Framework.

3. Science: Students will continue to use the scientific method for project-based studies of different specialties. Continuing their progression of the Five Great Lessons, students will turn attention to themselves through studies of human biology, cell structure, anatomy and lessons in human genetics and physiology. Further areas of instruction will be chemistry (with controlled experiments) and physics.

4. History and Social Sciences: Children will continue in specific studies in the areas of civics, world and US history, cultures and governments around the world. Focus will be made on citizenship and the student's place in society. A class-based community service project will be included in the middle school curriculum. Students will take the lead in researching, coordinating and executing the project successfully.

5. Art and Music: Students will focus on styles, principles of design and elements of art. Specialized art instruction may be offered to students showing interest. This could include multi-media design, experimentation with different art processes, or film design. Music instruction will be continued and may include instrumental and choir offerings to students. Music theory and the correct reading of written music will be included. As in the elementary, art and music will be integrated into other areas of the curriculum as well. In addition, the communities surrounding the academy are rich in the performing arts, so a partnership with a local theater group may be incorporated to help stage a yearly student production.

6. Physical Education: Focus will be on team sports and the student's own health and wellness. Through local community partnerships we will offer various types of physical exercise to participate in. School teams may be organized in local sports if there is interest.

7. Foreign Language: Middle School students will receive increased formal language instruction. Students may use foreign language textbooks, computer applications, or workbooks in addition to ongoing teacher-created activities.

8. Practical Life: Students will be involved in a class-led community service project. Other areas of practical life will be the care and upkeep of the classroom and school

grounds, mentoring opportunities and student outreach programs led by the middle school students.

9. Computers and Technology: To further students' research abilities and technology skills, it is our goal to facilitate a continually updated technology plan that mirrors the most relevant and current computing platforms available. This may be achieved through shared mobile computer carts with laptops, which would then be used in multiple classrooms along with access to digital cameras, scanners and printers on a need basis. Students may also be offered specialized classes in computer instruction based on student interest and need.

10. Educational Development Plan (EDP): Middle school students will develop an educational development plan that documents their career goals, identifies a plan of action to reach their goals, and records progress toward achieving their goals. The overall purpose of the EDP is to provide all students with an ongoing record of career planning that will help guide them in selecting careers that align with their aptitudes, interests, and strengths. Students begin their EDP in 7th grade and formalize it in 8th grade as a guide throughout high school.

Health Education, Sex Education & HIV Education Requirements

1. All students will apply health promotion and disease prevention concepts and principles to personal, family, and community health issues.

- Explain the impact of personal health behaviors on functioning of body systems.
- Analyze how behavior can impact health maintenance and disease prevention.
- Describe the interrelationships of physical, intellectual, emotional, and social health during childhood.
- Analyze how family, peers, and the community influence the health of individuals.
- Analyze how the environment influences the health of people in a community.
- Analyze the potential health problems during adulthood.
- Analyze the role of public health policies and in the prevention and control of other health problems*.
- Chronicle the historical impact of disease and other health problems on contemporary health practices.
- Describe how research and medical advances influence the prevention and control of health problems.

2. All students will access valid health information and appropriate health promoting products and services.

- Evaluate the validity of health information, products, and services.
- Demonstrate the ability to evaluate resources from home, school, and community that provide accurate health information.
- Evaluate factors that influence personal selection of health products and services.
- Analyze the cost and accessibility of health care services.

- Demonstrate the ability to access school and community health services for self and others.
- 3. All students will practice health-enhancing behaviors and reduce health risks.**
- Analyze the role of individual responsibility for enhancing health.
 - Analyze the short-term and long-term consequences of safe, risky, and harmful behaviors*.
 - Demonstrate strategies to positively manage stress.
 - Evaluate a personal health assessment to determine strategies for health enhancement and risk reduction.
 - Develop strategies to improve personal, family, and community health.
 - Demonstrate ways to avoid threatening situations and reduce conflict.
- 4. All students will analyze the influence of cultural beliefs, media, and technology on health.**
- Analyze how cultural diversity enriches and challenges health behaviors.
 - Evaluate the effect of media and other factors on personal, family, and community health.
 - Analyze how information from peers influences health.
 - Evaluate the impact of technology on personal, family, and community health.
 - Analyze how information from the community influences health.
 - Demonstrate the ability to use computer technology to locate health information.
- 5. All students will use goal setting and decision-making skills to enhance health.**
- Demonstrate the ability to utilize various strategies when making decisions related to health needs of young adults.
 - Demonstrate the ability to ask for assistance when making health-related decisions.
 - Implement and evaluate a plan for achieving a personal health goal.
 - Analyze the role of individual, family, community, and cultural values when making health-related decisions.
 - Explain how decisions regarding health behaviors have consequences on self and others.
 - Analyze health issues that require collaborative decision-making.
 - Predict the immediate and long-term impact of health decisions on the individual, family, community and the environment.
 - Evaluate their (students') ability to make health decisions.
 - Apply strategies and skills needed to attain personal health goals.
- 6. All students will demonstrate effective interpersonal communication and other social skills, which enhance health.**
- Demonstrate effective verbal and nonverbal communication skills.
 - Demonstrate skills for communicating effectively with family, peers, and others.
 - Demonstrate how support and respect for family members of all ages can be communicated.

- Demonstrate healthy ways to express needs, wants, and feelings.
- Demonstrate strategies for solving interpersonal problems without harming self or others.
- Analyze how interpersonal communication affects relationships.
- Demonstrate communication skills for building and maintaining healthy relationships.
- Demonstrate ways to communicate care, consideration, empathy, and respect for self and others.
- Demonstrate attentive listening skills.
- Demonstrate refusal, negotiation, and collaboration skills to avoid potentially harmful situations.
- Analyze the possible causes of conflict in schools, families, and communities.
- Demonstrate strategies used to prevent violence.

7. All students will demonstrate advocacy skills for enhanced personal, family, and community health.

- Demonstrate the ability to access community agencies that advocate for healthy individuals, families, and communities.
- Evaluate the effectiveness of communication methods for accurately expressing health information and ideas.
- Demonstrate the ability to influence and support others in making positive health choices.
- Demonstrate the ability to work cooperatively with others to advocate for healthy individuals, families, and communities.
- Express information and opinions about health issues.
- Demonstrate the ability to adapt health messages and communication techniques to the characteristics of a particular audience.

* Sex Education Requirements

Content

The following topics are included in the health education and science education program.

- Principal modes by which dangerous communicable diseases, including but not limited to, Human Immune Deficiency Virus and Acquired Immune Deficiency Syndrome, are spread and the best method for the restriction and prevention of these diseases.
- Abstinence
- Family planning devices not distributed

Parent Notification

All parents will be notified that sex education is being taught and that they may do the following:

- Opt a child out of sex education for a single class/year or for all remaining classes/years until notification from the parent.
- Right to remove the child from sex education instruction.
- Right to observe sex education instruction.
- Failure to comply with law may result in a 5% penalty.

Public Hearing and Community Input

Changes in the sex education program require two public hearing, at least one week apart. Failure to comply with public hearing and community input requirements may result in a 5% penalty.

Teacher Qualifications

The teachers will be trained in sex education instruction. Teachers qualified to teach health education will be utilized whenever possible.

Student Target Group

By the tenth grade, students will be instructed in sex education according to the guidelines prescribed by the State of Michigan.

Advisory Committee

The Academy's Health and Safety Committee will advise the Headmaster and Academy Board on sex education matters.

Board Action

The Academy Board has approved the Science Curriculum, Grades K-8, which includes sex education.

Supervision

The Headmaster, or his/her designee, is asked to monitor sex education instruction incorporated into the Science curriculum.

Schedule 7-3

Staff Responsibilities

Governance Structure

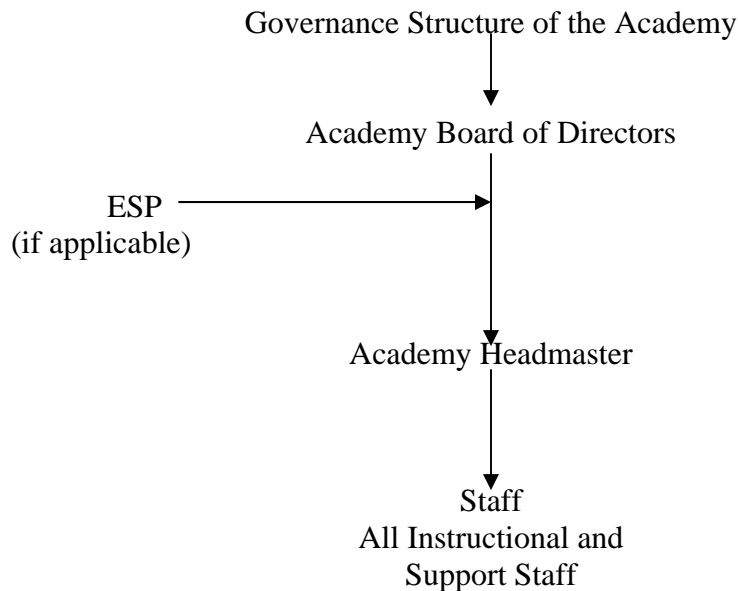
The Lake Superior State University Board of Trustees (“College Board”) shall appoint the Board of Directors of the Academy (“Academy Board”). The Academy Board has all the powers and duties permitted by law to manage the business, property and affairs of the Academy. The Academy Board is responsible for assuring that the Academy operates according to the terms and conditions of this Contract and applicable law.

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 and other matters pertaining to members of the Academy Board shall comply with the Resolution adopted by the College Board.

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.

After the issuance of this Contract, the Academy Board may contract with an Educational Service Provider (ESP) to implement the Academy’s educational programs as set forth in Schedule 7-2 of this Contract. If the Academy Board retains an ESP, that ESP will be responsible for the performance of the Academy and will be accountable to the Academy Board. An ESP must report to the Academy Board at regularly scheduled times and upon any request by the Academy Board.

The day-to-day operation of the Academy will be the responsibility of the Academy Headmaster who will have the authority to operate the school and supervise the staff. The ESP shall report directly to the Academy Board.



Macomb Montessori Academy
MIChoice LLC
Assistant Headmaster
Job Description

QUALIFICATIONS:

- Valid Michigan Administrator Certificate
- Masters degree in educational leadership or related field from a regionally accredited university preferred; doctorate desired.
- Successful experience as a teacher.
- Exemplary oral and written skills.
- Exemplary reputation in school and community.

REPORTS TO:

Headmaster

SUPERVISES:

Staff members designated by the Headmaster

JOB GOALS:

To assist the Headmaster in providing leadership to ensure and continuously improve the achievement of education, school development, accountability goals, business management, to increase parental involvement and satisfaction, community support, and to create excellent conditions for working and learning.

PERFORMANCE RESPONSIBILITIES:

- Assists the Headmaster in the overall administration of the Academy.
- Serves as the acting Headmaster in the absence of the Headmaster.
- Oversees safety inspections and safety drill practice activities.
- Assumes responsibility for coordinating transportation, custodial, cafeteria, other support services.
- Supervises the reporting and monitoring of student attendance and works with the staff for investigating follow-up activities.
- Assists with discipline throughout the student body and deals with special cases as necessary.
- Serves with guardians, faculty, and student groups as requested in advancing educational related activities and objectives.
- Performs record-keeping functions as the Headmaster directs.
- Supervises teachers and support staff as assigned by the Headmaster.
- Serves as the summer school Headmaster for instructional and recreational programs offered by the Academy.

- Seeks professional and personal development opportunities to develop knowledge and skills to become a Headmaster
- Performs such other tasks and assumes such other responsibilities as the Headmaster may assign.

TERMS OF EMPLOYMENT:

FULL or PART TIME

12 months. MIChoice LLC and the Academy Board establish salary and work year via the annual school operating budget.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, and Employment Verification (Department of Justice Immigration Questionnaire).

EVALUATION:

The Academy Headmaster evaluates job performance through systematic input from various primary internal and external stakeholders. The Headmaster will review and may assist in evaluations as he or she deems appropriate.

Macomb Montessori Academy
MIChoice LLC
Computer Assisted Instruction Specialist
Job Description

QUALIFICATIONS:

- Bachelor's Degree preferred and or equivalent job experience; Associate's Degree or equivalent from a two-year college or technical school required.
- Experience in the field of technology instruction or computer assisted instruction preferred.
- Highly qualified under No Child Left Behind/MDE requirements.
- Demonstrated ability to work with children of various ages.
- Ability to follow directions of supervisor and seek guidance when needed.
- Works well with others from diverse backgrounds, emotions under control, and contributes to team spirit.
- Ability to communicate fluently verbally and in writing in English, including effective presentation of information and responding effectively to questions one on one and small group situations with students and staff.
- Knowledge of computer hardware to troubleshoot minor technical issues without assistance.
- Familiarity with Microsoft Office suite, student management systems, instructional management and delivery systems, content area specific software, and communications software.
- Willingness to thoroughly and quickly learn and utilize new programs.

REPORTS TO:

Headmaster

SUPERVISES:

Students, Teachers in Training, and Volunteers

JOB GOAL:

The computer assisted instruction specialist assists students and teachers in a classroom and computer lab setting by performing tasks related to computer assisted instruction, by facilitating the use of computer assisted instruction in the classroom, by ensuring the Academy is ready for blended instruction and computer adaptive testing.

PERFORMANCE RESPONSIBILITIES:

- Oversees and supervises students during computer assisted instruction, ensuring safety and security at all times.
- Assists students individually, in small groups, or large groups with lesson assignments in core subjects.

- Provides verbal and or written feedback of observations to assist teachers with evaluation of students.
- Ensures effective set up and maintenance of the media center and classroom technology used for instruction.
- Locates, analyzes, and recommends computer assisted instruction programs for classroom use and for skill development of students and staff.
- Professionally represents the Academy in interactions with parents, students, employees, and community.
- Works with colleagues to advance the visibility and goals of the Academy and disseminates pertinent news regarding the Academy.
- Monitors the use of the Internet, social media, and technology related communications of the Academy.
- Manages the Academy web site with the Headmaster and marketing professionals.
- Serves as the Academy contact for instructional services, including MACOMB ISD and technology maintenance.
- Plans, organizes, and coordinates activities to support the electronic classroom.
- Establishes and implements preventive maintenance schedule for all computers used for instructional purposes.
- Provides setup of audiovisual equipment for special events.
- Trains teachers in the use of technology in the classroom, including computers, handheld devices, data projectors, audiovisual equipment, and emerging technology devices in their instructional assignments.
- Participates in technology users groups and keeps current with the latest developments in instructional hardware and software.
- Is (or becomes) knowledgeable user and trainer of educational programs selected by the Academy; for example, Curriculum Crafter Tool, Zangle, Study Island, data warehouse, State instructional services reporting, MACOMB ISD Special Education management system, etc.
- Administers and develops reports for summative tests such as MEAP, Scantron Performance Series, EXPLORE, and for formative tests such as Curriculum Crafter Tool and other teacher made tests.
- Becomes knowledgeable of computer assisted techniques required for MEAP and other summative tests and ensures that teachers and students are competent in use of computer assisted techniques.
- Is fully competent to train teachers and students in computer adaptive testing and blended instruction.
- Serves on curriculum, instruction, and assessment committees to ensure that technology enhances learning.
- Ensures that student work is properly assessed, recorded and reported as directed by the Headmaster.
- Assumes other computer assisted instruction responsibilities at the request of the Headmaster.

TERMS OF EMPLOYMENT:

Budgeted position; 195 days with additional workdays budgeted and approved by the Headmaster.

EVALUATION: Headmaster or designee; teacher evaluation plan.

Macomb Montessori Academy
MIChoice LLC
Custodian
Job Description

QUALIFICATIONS:

- Attained the age of 18
- Passed physical exam to certify good health and being drug free
- Responsible and mature individual
- Demonstrated aptitude and competence for assigned responsibilities
- United States citizen, able to communicate in oral and written English

REPORTS TO:

Headmaster

JOB GOAL:

To provide students with a safe, attractive, comfortable, clean, and efficient place in which to learn, play, and develop their potential.

PERFORMANCE RESPONSIBILITIES:

- Keeps buildings and premises, including walkways, parking lot, and play areas neat and clean at all times.
- Regulates heat, ventilation, and air conditioning systems to provide temperatures appropriate the season and to ensure economical usage of fuel, water, and electricity.
- Shovels, plows and salts walks, driveways, parking areas, and steps, as appropriate.
- Checks daily to ensure that all exit doors are open and all panic bolts are working properly during the hours of building occupancy.
- Raises the United States flag at or before 8 a.m. on each school day, and lowers it at or after 3:30 p.m.
- Sweeps or vacuums classrooms daily and dusts furniture.
- Cleans corridors after school each day, and during the day when their condition requires it.
- Scrubs, hoses down, and disinfects bathroom floors daily, and cleans all sanitary fixtures and drinking fountains daily.
- Washes all windows on both the inside and outside at least twice each year, and more frequently if necessary.
- Keeps the grounds free from rubbish.
- Performs such yard keeping chores as grass cutting, tree trimming, and the like, as necessary, to maintain the school grounds in a safe and attractive condition.
- Keeps all floors in a clean and attractive condition.
- Cleans all chalkboards and marker boards at least once a week.

- Makes such minor building repairs as he is capable of.
- Reports major repairs needed promptly to the Student Services Director.
- Maintains on a regular schedule all motors and other mechanical equipment requiring scheduled servicing.
- Reports immediately to the Student Services Director any damage to school property.
- Remains on the school premises during school hours, and during non-school hours when the use of the building has been authorized and his attendance required by the Student Services Director.
- Assumes responsibility for the opening and closing of the building each school day and for determining, before leaving, that all doors and windows are secured, and all lights, except those left on for safety reasons, are turned off.
- Keeps an inventory of supplies, equipment, and fuel on hand, and requisitions such needed replacements from the Student Services Director far enough in advance so that they may be delivered in such time as will not hinder the custodian in his/her duties.
- Conducts an ongoing program of general maintenance, upkeep, and repair.
- Moves furniture or equipment within buildings as required for various activities and as directed by the Student Services Director.
- Complies with local laws and procedures for the storage and disposal of trash, rubbish, and waste.
- Assumes responsibility for the safe condition of boardwalks and piers and other outdoor structures.
- Conducts periodic inspections and tests of all electrical installations in the school to ensure their safe condition.
- Coordinate and work with parent volunteers in their efforts to beautify school grounds.
- Tasks may include working alone in the following situations: ladders of various lengths, with equipment and chemicals, which can be hazardous when not properly handled, and upon rooftops.
- Tasks may include lifting of objects up to 100 pounds.

TERMS OF EMPLOYMENT: FULL TIME or PART TIME

Twelve Months or Part Time. Salary and work year to be established by MIChoice and the Academy Board via the annual school operating budget.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, and Employment Verification (Department of Justice Immigration Questionnaire)

EVALUATION:

The Headmaster will evaluate job performance.

Macomb Montessori Academy
MIChoice LLC
Food Services Worker

QUALIFICATIONS:

- Attained the age of 18
- High School diploma or equivalent
- Food service experience; school food service training within 90 days of employment if needed
- Ability to read, follow directions, and maintain records
- Ability to work effectively with school personnel and students and in diverse school community
- Able to walk, lift up to 100 pounds, climb, bend, reach and kneel
- Operation of computer desired
- Solid record of punctuality
- Passed physical exam to certify good health and being drug free
- Valid driver's license
- United states citizen, able to communicate in oral and written English
- Satisfied employment requirements of Choice Schools Associates, including criminal records, drivers license, unprofessional conduct, and other checks.

REPORTS TO:

Headmaster

JOB GOAL:

To provide students with a safe, attractive, comfortable, clean, and efficient food service program.

PERFORMANCE RESPONSIBILITIES:

- Oversee preparation, packaging, and distribution of school meals.
- Collect cash for reduced price meals and full paid meals.
- Account for and report funds collected and meals for students and adults.
- Maintain food preparation and dining areas at ratings exceeding state standards.
- Clean tables, serving equipment, and general food service area.
- Maintain food service area and equipment and furnishings in neat, clean, and appealing condition.
- Achieve high levels of customer satisfaction by student participation rates and by students and adults ratings.
- Reports major repairs needed promptly to the Student Services Director.
- Reports immediately to the Student Services Director any damage to school property.
- Keeps an inventory of food, supplies, and equipment on hand, and makes requisitions to the Student Services Director far enough in advance to sustain a smooth running and continuous food service program.
- Conducts periodic inspections of equipment to ensure its safe operations and condition.
- Coordinates and works with parent volunteers to provide outstanding food services.

- Carries out other duties and responsibilities assigned by the Student Services Director.

TERMS OF EMPLOYMENT: FULL TIME or PART TIME
School Calendar for Students. Work year to be established by the Academy Board.

LEGAL REQUIREMENTS:
Criminal Records Check, Unprofessional Conduct Disclosure Release, and Employment Verification (Department of Justice Immigration Questionnaire)

EVALUATION:
The Food Service Provider (if contract services) and Headmaster will evaluate job performance.

Macomb Montessori Academy
MIChoice LLC
Headmaster
Job Description

QUALIFICATIONS:

- Valid Michigan Administrator Certificate (State Superintendent of Public Instruction, 2012 MR 6, Eff. March 19, 2012)
- Master's degree (preferred) in educational leadership or related field from a regionally accredited university; doctorate desired.
- Experience as an assistant school administrator or comparable function
- Successful experience as a teacher
- Exemplary oral and written skills
- Exemplary reputation in school and community

REPORTS TO:

MIChoice Designee

JOB GOAL:

To provide leadership to ensure the achievement of educational, business management, school development, parent involvement, customer service, and accountability goals, to create excellent conditions for working and learning, and to improve student achievement, parent satisfaction, and community support.

PERFORMANCE RESPONSIBILITIES:

- Establishes and maintains an effective learning climate in the school.
- Leads the implementation of activities to meet and exceed the measurable goals for the Academy.
- Keeps the ESP consultant informed of routine matters related to administration and instruction and of events and activities of an unusual nature.
- Assists in the management and preparation of the Academy's budget.
- Supervises the maintenance of all required building records and reports.
- Prepares or oversees the preparation of reports, records, lists, and all other paperwork for which the Headmaster is responsible.
- Coordinates all services of the Academy, including transportation, food service, playground supervision and safety, special services, etc.
- Assumes responsibility for observance of Board policies and regulations.
- Maintains active relationships with students and parents.
- Budgets school time to provide for efficient and effective use of time for instruction and business.

- Leads the ongoing development of the instructional program and student activities program.
- Establishes a master schedule to ensure compliance with instructional time requirements and Academy specific specialized environmental science programs.
- Maintains high standards of student conduct and enforces the Code of Student Conduct firmly, fairly, and consistently in total compliance with due process procedures.
- Design and carryout a comprehensive student activities program to recognize student achievement and to create opportunities for student participation in school sponsored organizations.
- Supervises the maintenance of accurate records on the student progress and attendance of students.
- Assumes responsibility for professional growth and development through membership and participation in the affairs of professional organizations, through attendance at regional, state, and national meetings, through enrollment in advanced courses, by reading professional journals and other leadership and management publications, and by discussing problems of mutual interest with others in the field.
- Supervises professional, paraprofessional, administrative, and non-professional personnel of the Academy.
- Assists in the recruiting, screening, hiring, training, training, assigning, and evaluating of the Academy's staff.
- Provides comprehensive orientation programs for new staff members and assists in their development.
- Evaluates and counsels all staff members regarding their individual and group performance.
- Conducts staff meetings to keep members informed of policy changes, new programs, etc.
- Recommends to the ESP designee the discipline and or removal of an employee whose work performance is unsatisfactory.
- Makes arrangements for conferences between parents and teachers when needed.
- Create a school culture in which collaboration and collegiality guide relationships and decision making.
- Assumes responsibility for the use, safety, and administration of the school buildings and grounds.
- Plans and supervises fire drills, tornado drills, the emergency preparedness program, and other safety and security regulations.
- Provides for adequate inventories of real and personal property under his/her jurisdiction and for the security and accountability for that property.
- Supervises all activities and programs that are outgrowths of the Academy's curriculum.
- Supervises and evaluates the Academy's extracurricular program.
- Serves as an ex officio member of all committees and councils within the Academy.
- Cooperates with college and university officials regarding teacher training and preparation.
- Responds to written and oral requests for information.
- Assumes responsibility for all official Academy correspondence and news releases approved by the ESP designee.

- Establishes and maintains relationships with local community groups and individuals to foster understanding and solicit support for overall Academy objectives and programs, to interpret Board policies and administrative directives, and to discuss and resolve individual student problems.
- Serves as a member of committees and attends such meetings as directed by the ESP designee.
- Delegates responsibility to responsible personnel to assume responsibility for the Academy in the absence of the Headmaster.

TERMS OF EMPLOYMENT: FULL TIME

Twelve months. Salary and work year to be established by MIChoice and the Academy Board.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, and Employment Verification (Department of Justice Immigration Questionnaire)

EVALUATION:

Job performance will be evaluated by the designee of MIChoice through systematic input from the Academy Board and various primary internal and external stakeholders.

Macomb Montessori Academy
MIChoice LLC
Instructional Aide/Teacher Aide
Job Description

QUALIFICATIONS:

- Highly qualified status by Michigan Standards
- College degree preferred; two-years college desired; high school diploma required with highly qualified requirements met as defined in No Child Left Behind
- Evidence of effective communications with students, staff, and parents
- Evidence of self-control and aptitude for working in a school setting, including management of students
- Experience in educational setting with school age children
- Exemplary work habits verified by previous employers

REPORTS TO:

Headmaster, under Supervision of the Classroom Teacher

JOB GOAL:

To assist the teacher in carrying out appropriate classroom activities and maintaining a disruption-free learning environment.

PERFORMANCE RESPONSIBILITIES:

- Aids the teacher in preparing the classroom or laboratory for instruction.
- Helps the teacher prepare and distribute lesson materials.
- Instructs students under supervision of the teacher.
- Guides children in working and playing harmoniously with other children.
- Assists teacher in maintaining individual student records when asked.
- Assists the teacher in keeping the classroom neat, clean, and orderly to provide work and study areas conducive to learning.
- Collect and displays suitable materials for bulletin boards and other educational displays.
- Assists teachers with supervision of students during play periods.
- Accepts other related duties assigned by the School Headmaster.

TERMS OF EMPLOYMENT:

FULL TIME or PART TIME

185 Work Days (May be extended by mutual consent). Salary established by MIChoice LLC and the Academy Board via the annual school-operating budget.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, and Employment Verification (Department of Justice Immigration Questionnaire)

EVALUATION:

Teacher and Academy Headmaster

Macomb Montessori Academy
MIChoice LLC
Secretary-Bookkeeper
Job Description

QUALIFICATIONS:

- Two years college desired; high school graduation required
- Ability to communicate with students, staff, and parents using proper grammar and vocabulary
- Evidence of self-control and sound interpersonal skills
- Experience in educational setting with school age children desired
- Exemplary work habits verified by previous employers
- Computer skills in data processing, spreadsheets, databases, and research
- Trained and presently certified in CPR and first aid
- Possesses valid Michigan Driver's License

REPORTS TO:

Headmaster

JOB GOAL:

To assure the smooth and efficient operation of the school office as the communications and operations center for the partnership between internal and external stakeholders in achieving educational excellence for all children.

PERFORMANCE RESPONSIBILITIES:

- Performs usual office routines.
- Handles and prepares correspondence for the Headmaster and Academy Board.
- Maintains student records as required by law and by local policy.
- Receives and routes all incoming calls.
- Demonstrates positive customer and community relations at all times with all people.
- Serves as the Headmaster's front line representative.
- Maintains the daily teacher attendance record and substitute teacher records.
- Assists teachers in preparing instructional materials upon request.
- Processes enrollment procedures for all students.
- Compiles and maintains an up-to-date Directory of Students and Staff throughout the year.
- Maintains a log of visitors to the Academy.
- Carries out financial operations at the site level, including payroll, purchasing, and financial accounting in conjunction with Choice Schools Director of Business Services.

- Applies positive customer service to the role and is perceived as a team member by the staff.
- Assists teachers with simple technology questions.
- Manages the Academy Web Site.
- Other duties assigned by the Headmaster and MIChoice.

TERMS OF EMPLOYMENT:

FULL TIME or PART TIME

12 Months. Salary established by MIChoice and the Academy Board via the annual school-operating budget.

Probationary Period of 45 School Days

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, and Employment Verification (Department of Justice Immigration Questionnaire)

EVALUATION:

Headmaster

Macomb Montessori Academy
MIChoice LLC
Social Worker
Job Description

QUALIFICATIONS:

- Valid Michigan certificate as School Social Worker required.
- Demonstrated competence in all areas of assignment
- Social work case reporting and writing skills.
- Evidence in-depth knowledge of special education programs.
- An understanding of the Special Education and IEP process
- Excellent verbal and written expression.
- Ability to counsel students, parents, and staff, individually and in groups.

REPORTS TO:

Headmaster

PERFORMANCE RESPONSIBILITIES:

- Provides social work counseling to students and parents.
- Provides psycho-social assessment and diagnosis of behavioral disabilities with recommendations and/or environmental manipulations at the school, home and/or in the community with periodic reevaluations.
- Participates in case conferences involving cooperation with other pupil personnel workers, school personnel and community agencies.
- Makes referral to public or private agencies with appropriate follow-up.
- Serves as a liaison between school, family and community resources.
- Serves as a source of information regarding community resources.
- Acts as a consultant to resolve problems concerning issuance of credits.
- Evaluates transcripts; participates, as requested, in planning, implementation and follow-up phases of proficiency testing;
- Participates in the Individual Education Plan (IEP) process as required.
- Works with students on an individual basis in seeking solutions to personal problems related to such areas as home and family relations, health and emotional adjustment.
- Works cooperatively with the Health Education Teachers to carry out the Academy's sex education program.
- Maintains and administers the student records system according to Academy, state, and federal regulations and protects the system's confidentiality.
- Confers with parents whenever appropriate.
- Provides in-service training for staff in guidance programs and in student conflict resolution and self-awareness programs.
- Performs other duties and responsibilities assigned by the Headmaster.

TERMS OF EMPLOYMENT:

FULL TIME or PART TIME

195 days or additional by extended contract. Salary established by MIChoice LLC. and approved by the Academy Board through the annual school operating budget approval process.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, and Employment Verification (Department of Justice Immigration Questionnaire).

EVALUATION:

The Headmaster evaluates job performance through systematic input from various primary internal and external stakeholders.

Macomb Montessori Academy
MIChoice LLC
Teacher
Job Description

QUALIFICATIONS:

- Valid Michigan teacher certificate and highly qualified requirements met as defined in No Child Left Behind.
- Montessori trained or willing to receive Montessori training upon employment within one year
- Prior to completing Montessori training, evidence of knowledge and skills associated with differentiated instruction and accelerated schools
- Demonstrated competence as a Reading/Language Arts teacher and as a Mathematics teacher
- Demonstrated competence in all areas of content responsibility
- Computer literate
- Respected as a student and as an individual
- Excellent verbal and written expression
- Strong interpersonal skills

REPORTS TO:
Headmaster

SUPERVISES:
Students, Instructional Aide, Volunteers, and Assigned Support Staff

JOB GOAL:
To provide students with a first class learning experience which contributes to their development as enlightened and responsible citizens and as leaders in their communities

PERFORMANCE RESPONSIBILITIES:

- Shares a commitment to the success of the mission, goals, and objectives of the Academy.
- Accepts responsibility for the achievement of students.
- Guides the learning process toward achievement of curriculum goals and implementation of personal learning plans of students.
- Demonstrates effective planning and organization for instruction.
- Selects appropriate materials for implementation of the Curriculum and adapts materials and methods to learning styles and abilities of students.
- Uses South Macomb instructional methods and procedures and adapts effectively to unusual situations.

- Motivates students to achieve at their highest level of ability and potential through classroom activities, assignments, relationships, participation and feedback; holds high expectations and demonstrates sensitivity to different learning styles.
- Uses resources effectively to support learning activities in the classroom, the school, and the community.
- Demonstrates exceptional classroom techniques which include the art of questioning, clarity of assignments, communications in large and small groups with individual students, an atmosphere of mutual respect, independent thought and expression, and student and teacher experiences.
- Works cooperatively with parents and generates parents' confidence in the teacher.
- Demonstrates genuine concern for students in a climate characterized by high personal and student expectations.
- Promotes good citizenship through actions as role model.
- Provides a classroom atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and development of responsible citizenship.
- Participates in the development of policies and regulations that affect instruction and conditions for success.
- Uses technology effectively for instruction, record keeping and other administrative tasks, and communications.
- Shares responsibility for professional, cooperative staff relations and for out-of-class activities important to operation of school.
- Conducts himself or herself according to professional, ethical principles.
- Continually strives to improve classroom methods, teaching techniques, and interpersonal relationships.
- Shares responsibility for marketing the Academy in the community.
- Displays personal qualities which reflect favorably upon the individual, the group, and the school.
- Displays pride in being a teacher and a member of the West Michigan Academy of Environmental Science team.
- Assumes other responsibilities assigned by the Upper School Director in cooperation with Lower School Director.

TERMS OF EMPLOYMENT:

FULL TIME or PART TIME

195 Days or Extended Contract for Additional Responsibilities

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, and Employment Verification (Department of Justice Immigration Questionnaire)

EVALUATION:

Job performance will be evaluated by the Headmaster through systematic input from various primary internal and external stakeholders.

Macomb Montessori Academy
MIChoice LLC
Technology Coordinator
Job Description

QUALIFICATIONS:

- College degree in related field or equivalent experience
- Extensive knowledge of educational technologies
- Ability to communicate with students, staff, and parents using proper grammar and vocabulary
- Reputation for self-control and sound interpersonal skills
- Experience in educational setting working with multiple forms of media, technology, and Internet services
- Exemplary work habits verified by previous employers
- Computer skills in data processing, spreadsheets, databases, and research
- Trained in CPR and first aid

REPORTS TO:

Headmaster

JOB GOAL:

To assure the smooth and efficient operation of technology laboratory as the communications and operations center of the Academy which enables students and teachers to achieve educational excellence for all children.

PERFORMANCE RESPONSIBILITIES:

- Manages the media center/library and computer laboratory of the Academy.
- Supervises the use of technology, instructional, and communications media of the Academy.
- Provides tutorials to staff and students as needed.
- Teaches students knowledge and skills to use computers as tools for learning, responsible recreation, and research.
- Supervises responsible use of the Internet by students and staff and maintains system security.
- Assists teachers in the selection of books and other instructional materials and makes media center materials available to supplement the instructional program.
- Cooperates with school staff to determine appropriate use of computers for instruction.
- Counsels with and gives reading guidance to students who have special reading problems or unusual intellectual interests.

- Coordinates the purchase, distribution, and inventorying of computer hardware and software.
- Serves in an ex officio capacity to the Curriculum Committee to select and integrate proper technologies and software to exceed instructional objectives.
- Maintains a comprehensive and efficient system for cataloging materials and equipment and instructs teachers and students on proper use of the system.

TERMS OF EMPLOYMENT:

FULL TIME or PART TIME

11 Months. Salary established by MIChoice LLC. and the Academy Board via the annual school-operating budget.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, and Employment Verification (Department of Justice Immigration Questionnaire)

EVALUATION:

Headmaster

Schedule 7-4

Methods of Accountability and Pupil Assessment

Progression will be based on demonstrated mastery of clearly stated “on grade level” curriculum standards. All teachers will use formative and summative evaluation methods to improve teaching and learning. Mastery of essential skills will be assessed according to the Montessori content standards developed by the North American Montessori Center and the Michigan Curriculum Framework delineated through Grade Level Competencies.

The Academy will administer the MEAP, MI-Access, MEAP-Access, MME, either Scantron® by Global Scholar or MAP® by NWEA in grades 2-8, and EPAS (EXPLORE®, PLAN®, and ACT®) by ACT, Inc. in grades 8-11. The Academy will administer Scantron or MAP, and EPAS assessments during common testing windows.

Schedule 7-5

Admission Policies and Criteria

Macomb Montessori Academy Application and Enrollment Requirements

Enrollment Limits

The Academy will offer kindergarten through eighth grade. The maximum enrollment shall be 750 students. The Academy Board of Directors will annually determine 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 shall provide enrollment priority to currently enrolled pupils and siblings of currently enrolled or newly enrolled pupils, children of Board members, and children of staff members.
- 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 Lake Superior State University Charter Schools Office.

Legal Notice

- The Academy shall provide legal notice of the application and enrollment process in a local newspaper of general circulation.
- 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, Charter School Office 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.

Schedule 7-6

School Calendar and School Day Schedule

School Calendar and School Day Schedule

School Calendar

The Board of Directors determines the length of the school term and must ensure that there is a minimum of 1,098 hours of pupil instruction in a school year. The Board has the authority to establish the school calendar [MCL 388.1701(3)] and must submit a copy of the Academy's school calendar to the College Board or its designee.

Public schools are prohibited from holding classes before Labor Day [MCL 380.1284b].

The Board of the Academy must ensure that its school calendar complies with the common school calendar adopted by the Macomb Intermediate School District. [MCL 380.1284a] According to the Macomb County Public Schools 5-Year Common Calendar 2013-2014, school will open the day after Labor Day, will be closed legal holidays of Thanksgiving day, Christmas day, New Year's day, Memorial day, and Independence day, and will be closed for the two common breaks—Winter and Spring.

School Day Schedule

The Academy Board of Directors will approve an annual school calendar that satisfies the required number of instructional days and hours.

The school day schedule will provide a minimum of 6 hours and 30 minutes of instruction. The Academy Board must submit the school day schedule to the Charter Schools Office prior to the commencement of each academic year.

The typical school day, subject to revision by the Board of Directors, will be the following:

8:15 AM School Day Begins

:30 Lunch

3:15 PM School Day Ends

Number of School Days: 175 Days Minimum

Hours Per Day: 6.30 Hours Minimum

Hours Per Year: 1098 Instructional Hours Minimum

Schedule 7-7

Age/Grade Range of Pupils Enrolled

AGE AND GRADE RANGE FOR PUPILS TO BE ENROLLED

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

Students of the Academy will be children who have reached the age of 5 according to the phase in of MCL380.1147 Enrollment of Child in Kindergarten, as follows (abridged):

For the 2013-2014 school year, a child may enroll in kindergarten if the child is at least 5 years of age on November 1, 2013*.

For the 2014-2015 school year, a child may enroll in kindergarten if the child is at least 5 years of age on October 1, 2014*.

For the 2015-2016 school year, a child may enroll in kindergarten if the child is at least 5 years of age on September 1, 2015*.

*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.

The Academy will offer a preschool program consistent with Montessori education for four year old students consistent with month of enrollment of child guidelines in MCL380.1147, i.e., for 2013-14 school year 4 years of age on November 1, 2013; for 2014-15 school year, 4 years of age on October 1, 2014; and for 2015-16, 4 years of age on September 1, 2015; with the right of parent or legal guardian to enroll a preschool child if 4 years of age not later than December 1 of a school year. The program may be fee based, Great Start Readiness Program, or a combination of the two.

Schedule 7-8
Address and Description of Physical Plant
Lease
Occupancy Certificate

Description and Location of the Facility

The Macomb Montessori Academy home campus will be located in the Greater St. Paul Baptist Church educational building that formerly housed a charter school, HEART Academy.

The Academy Board of Directors will receive the State Office of Fire Safety Certificate of Occupancy and submit it to LSSU before the opening of school.

Street Address of the Academy

Greater St. Paul Baptist Church
15325 Gratiot Avenue
Detroit, MI 48205

General Description

Exterior of Building	Brick
Number of Floors	Two floors in main church area Two floors in educational building

<u>Total Square Footage</u>	14,679.8 Square Feet
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<u>Number of Classrooms</u>	12
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<u>Number of Restrooms</u>	Boys 2 Girls 2
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Other Rooms

Library/Media Center
Administrative Suite
Multi-Purpose Room

<u>Lease Approved by the Church</u>	Attached
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LEASE

LEASE made this _____ day of _____, 2012, between GREATER ST. PAUL BAPTIST CHURCH, a Michigan non-profit corporation, ("CHURCH") of 15325 Gratiot Avenue, Detroit, MI 48205 and MACOMB MONTESSORI ACADEMY ("MMA") of 15325 Gratiot Avenue, Detroit, MI 48205.

1. General Agreement. CHURCH leases to MMA and MMA leases from CHURCH the education related areas of the GREATER ST. PAUL BAPTIST CHURCH building located at 15325 Gratiot Avenue, Detroit, MI 48205 as described in Exhibit A attached hereto. The current occupant had previous approval from the State of Michigan to use the leased premises as a public school academy.

Should MMA require additional space during the term of this agreement and provided space is available, CHURCH shall lease to Lessee such additional space at the then prevailing rental rate in this Lease, prorated to reflect the date of occupancy. Notice of a request for additional space shall be in writing given no less than 30 days prior to the anticipated need for such space.

2. Term. The term of this lease shall be from July 1, 2013 to June 30, 2018, subject to the following provisions. The lease will be automatically renew for one (1) additional one-year period on July 1st of each year thereafter unless either party gives the other party written advanced notice by February 1st (5 months) that the lease shall not be extended for an additional year.

3. Rental. The rental for each school year shall be based on ten per cent (10%) of the unrestricted State aid as distributed to MMA from the Michigan Department of Education, but in no event shall be an annual rate of less than \$14,000. Rent shall be calculated based on the audited blended pupil count multiplied by the foundation allowance per pupil. Rent shall be paid within 15 days after the monthly distribution from the Michigan Department of Education.

4. Signage. MMA may establish signage at its own expense subject to the prior approval of CHURCH which shall not be unreasonably withheld. The existing "GREATER ST. PAUL BAPTIST CHURCH" shall remain unobstructed on the property.

5. Parking. The CHURCH parking lot will be available for use by MMA.

6. Snow Removal. MMA shall be responsible for the cost of the snow removal from the CHURCH parking lot. Snow removal from walkways and entrances shall be shared at a rate of three fourths (3/4) MMA and one quarter (1/4) CHURCH. MMA's portion of the snow removal will be included with the Utility Service bill as described in Paragraph 10.

CHURCH _____ DATE _____ MMA _____ DATE _____

7. Joint/Concurrent Use. The parties hereto will ensure that their staff and students will not co-mingle during any such times when the parties' staff/students may be utilizing different locations within the building's central area. The administration of both parties shall set a schedule for joint/concurrent use.

8. Restricted Use. The leased premises shall be used solely for MMA's educational purposes and as required by covenants and restrictions of records. MMA agrees that it will not allow use of the premises by or for any group, organization, or program which CHURCH reasonably finds to be objectionable.

9. Assignment and Subletting. This lease shall not be assigned, nor shall any part of the leased premises be sublet by MMA.

10. Utility Services. CHURCH covenants and agrees that it will make payment when due for any and all public utilities used or consumed on said premises during the term of this lease term, excluding therefrom MMA's telephone service which shall be paid for by MMA. CHURCH shall invoice MMA on a monthly basis for 75% of the natural gas, 75% of the electricity, 33% of the area lighting and 75% of the water/sewer. These invoices are due upon receipt. A 1% late payment may be added to the following invoice for all amounts not received within 30 days of the invoice date.

Any changes or modifications to the existing telephone or communication service to the building shall be the sole responsibility of MMA and shall be done only by the express written consent and approval of CHURCH.

11. Repairs and Maintenance. MMA shall provide all janitorial services for the space used, and CHURCH shall provide all mechanical maintenance services during the term hereof. MMA shall be responsible for all other repairs due to building usage. MMA shall use all reasonable precautions to prevent waste, damage or injury to the leased premises. MMA shall be responsible for any damage done to the premises outside ordinary and normal wear and tear.

12. Improvement by Lessee. All alterations, modifications, or improvements made to the leased premises above shall be at MMA's expense and only on the prior written consent of the CHURCH, and all improvements placed on or in the leased premises, whether heretofore or hereafter, by MMA and affixed to the leased premises shall become the property of CHURCH and remain on the leased premises at the termination of the lease. The Church agrees to cooperate with MMA regarding modifications to the existing facility and to secure fire marshall approval for use as a school building. On surrender of the premises, or upon termination of the terms of the lease, whichever shall occur earlier, MMA shall repair all damages to floors, walls, ceilings, and other parts of the premises occasioned by the installation or removal of fixtures installed by MMA, shall remove all debris, rubbish and waste materials therefrom and shall restore the premises to the same condition as when taken except in respect to improvements made thereto with CHURCH's consent and except for normal wear and tear.

CHURCH _____ DATE _____ MMA _____ DATE _____

Notwithstanding the foregoing, in the event any governmental agency or authority, other than a party hereto, requires any repairs, alterations, modifications or improvements to the premises because of or resulting from MMA's use of the premises, such repairs, alterations, modifications or improvements shall be made by MMA with CHURCH's prior consent at the expense of MMA. MMA takes the leased premises "as is" in its present condition.

13. Eminent Domain.

(a) In the event that any part of the leased premises shall be taken by exercise of the power of eminent domain (including governmental purchase in lieu of completion of bona fide condemnation or eminent domain proceeding theretofore actually threatened or instituted) the rent payable thereafter shall be decreased in proportion to the amount or portion of the said premises as shall be taken under such proceedings; provided, if all such premises shall be so taken, or if the taking shall preclude MMA from utilizing reasonably the leased premises as contemplated in Paragraph 1 hereof, this lease shall terminate at the time possession must be surrendered and MMA shall be relieved of all future rental payments provided for herein; provided, further, CHURCH shall not voluntarily sell the leased premises or any part thereof in connection with any such proceeding that may be threatened or instituted without giving MMA the opportunity to resist such condemnation at the latter's expense, in which case CHURCH shall resist such proceeding (if requested so to do by MMA) at MMA's expense in the court or forum having jurisdiction thereof.

(b) In no event shall MMA have the right to compensation for the value of the term, its rights being solely those of reduced rent or termination as set forth in subparagraph (a) of this Paragraph 13.

14. Public Liability and Indemnity. MMA shall indemnify, defend and save harmless the CHURCH from any liability for loss, damage, injury or other casualty to persons or property caused or occasioned by or arising from any act, use or occupancy or negligence by or of the MMA or any of its agents, servants, visitors, licenses, or employees occurring during the leased term or any extended term; and in case any action or proceeding be brought against CHURCH by reasons of any such claim, MMA on timely notice from CHURCH shall resist or defend such action or proceedings by counsel employed by MMA, which shall include the taking of all permissible appeals, unless full release of CHURCH is obtained by way of settlement or compromise at the expense of MMA or its insurance carrier.

MMA shall provide and keep in force comprehensive general public liability insurance against claims for personal injury, death or property damage occurring on, in, or about the premises and on, in or about the adjoining streets, property and passageways, such insurance to afford minimum protection during the term of this lease of not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) with respect to personal injury or death to any one person and is not less than One Million and 00/100 Dollars (\$1,000,000.00) with respect to any occurrence and of not less than Five Hundred Thousand and 00/100 (\$500,000.00) with respect to any one occurrence and of not less than One Million Dollars (\$1,000,000.00) for property damage. Said policy shall name CHURCH as an additional insured, and MMA shall pay all premiums thereon and furnish evidence of such payment to CHURCH on an annual basis.

CHURCH _____ DATE _____ MMA _____ DATE _____

15. Subrogation. Each party hereto does hereby remise, release, and discharge the other party and any officer, agent, employee or representative of such party, of and from any liability whatsoever hereafter arising from loss, damage or injury caused by fire or other casualty for which insurance (permitting waiver of liability containing a waiver of subrogation) is carried by the injured party at the time of such loss, damage, or injury, to the extent of any recovery by the injured party under such insurance.

16. Holdover Tenancy. If MMA shall remain in possession following the end of the term of this lease, or any extension thereof, it shall be a tenant from month-to-month only unless the parties otherwise agree in writing. The monthly lease rate shall be set at 10% of the total lease payments from the previous year as established in Paragraph 3. (Example: \$80,000 paid the previous year x 10% or \$8,000 per month). Lease payment shall be paid in advance on the first of the month for each month that MMA occupies the property for one or more days. Utility service shall continue under the terms of Paragraph 10.

17. Default. This lease is made upon the condition that MMA shall perform all covenants and agreements herein set forth to be performed by it, and if any time rent, insurance premiums or other charges and payments or any of them or any part thereof, shall become in arrears and unpaid for a period of thirty (30) days after becoming due, or if any of the covenants or agreements aforesaid shall not be performed by MMA, within the period of thirty (30) days after notice of default in performance, CHURCH, at any time thereafter shall have full right, at its election, to enter upon the above-described premises, and to take immediate possession thereof.

In the event CHURCH shall retake possession of the premises this lease shall terminate and CHURCH shall have the right to right to lease the premises or any part thereof for all or any portion of the remainder of said term to a tenant or tenants satisfactory to CHURCH. MMA shall be liable to the CHURCH for outstanding liabilities of MMA.

18. Bankruptcy. If MMA shall become insolvent or make an assignment for the benefit of creditors, or file a petition in bankruptcy, or seek the benefit of any bankruptcy, composition, or insolvency law or act, or if MMA shall be adjudged bankrupt or if a receiver or trustee of the property of MMA shall be appointed, or this lease shall by operation of law devolve upon or pass to any person or persons other than MMA then in each such case CHURCH shall have the right and option to terminate this lease at any time, and with or without demand or notice, and with or without legal process, enter into the demised premises and take possession thereof, and may use all force necessary to effect such entry and/or to hold such possession and/or to remove MMA and/or any person and/or property from the demised premises.

19. Fire and Other Casualty. In the event the building on the leased premises and any other building located thereon shall be damaged by fire or by elements or other casualty, CHURCH as soon as reasonably may be done shall reconstruct, repair, or rebuild to the extent necessary to make the same substantially similar in character and value of the building so damaged. In the event such loss shall render the buildings totally unusable to the extent that reasonable activities cannot be conducted therein by the MMA, rent shall abate until said

CHURCH _____ DATE _____ MMA _____ DATE _____

buildings shall have been put back in condition substantially similar to their condition immediately prior to said loss; provided, if these buildings are partially destroyed by fire or the elements or other casualty, and are not rendered totally unusable by MMA, MMA shall pay such proportion of the rental herein provided as the part of the buildings that may be used for the activities of MMA bears to the whole thereof.

Notwithstanding the forgoing, in the event said buildings shall have been rendered totally unusable to the extent that reasonable activities cannot be conducted therein by MMA, CHURCH shall be fully relieved of its obligation to reconstruct or rebuild or repair, and this lease shall terminate forthwith and MMA repaid all prepaid rent pro rata for any unexpired portion of the rental term.

CHURCH shall carry and pay all premiums on fire and extended insurance in an amount equal to the estimated replacement value of all buildings on the leased premises and furnish proof thereof upon request to the MMA.

20. Right of Entry. CHURCH and its agents shall have the right to enter the leased premises at such reasonable times as will not interfere with the MMA's normal use thereof for the purpose of inspection, repair, showing to prospective purchasers and/or tenants, posting and maintaining for sale or rental signs. Provided, however, that showing to prospective tenants and posting for sale or rental signs shall be allowed only within a period of ninety (90) days from the end of the term.

21. Non-Liability Clause.

(a)CHURCH shall not be liable for damage to the leased premises from water, rain, or snow which may leak into, issue or flow from the leased parts of the building or from pipes or plumbing or from within the leased premises.

(b)CHURCH shall not be liable to MMA for damages nor shall MMA be entitled to abatement of rent by reason of interruption of activities resulting from the making or any repairs or restoration required to be made by CHURCH under Paragraph 11 hereof if CHURCH proceeds with due diligence in so doing. This subparagraph shall not transcend any express contrary provision in Paragraph 15 hereof.

(c)MMA shall be responsible for any charges or billings from the local law enforcement or fire agencies for false burglar or fire alarms during its occupation of the premises.

22. Notice. Any notice, reports, or statements required to be given hereunder shall be sufficiently given by certified United States mail, return receipt requested, addressed to the CHURCH at 15325 Gratiot Avenue, Detroit, MI 48205 (or to such other address as CHURCH may direct in writing) and to MMA at 15325 Gratiot Avenue, Detroit, MI 48205 (or to such other address as the Lessee may direct in writing). The notice shall be effective when deposited in such mail.

CHURCH _____ DATE _____ MMA _____ DATE _____

23. Warranty of Supervision. MMA warrants that while occupying the leased premises, its clientele and employees shall be supervised in a manner so as to assure a safe orderly environment for the staff and students of the Gratiot Avenue campus. MMA's inability to fulfill this obligation shall be cause for immediate termination of the lease.

24. Benefit. This agreement shall inure to the benefit of and be binding upon CHURCH, its successors and assigns, subject to the provisions of Paragraph 5 thereof.

IN WITNESS WHEREOF, the parties have executed this agreement.

For GREATER ST. PAUL BAPTIST CHURCH

By

Witnesses:

Its

Date _____

LESSOR

For MACOMB MONTESSORI ACADEMY

By

Witnesses:

Its

Date _____

LEESEE

CHURCH _____ DATE _____ MMA _____ DATE _____

EXHIBIT A

TO LEASE AGREEMENT BETWEEN GREATER ST. PAUL BAPTIST CHURCH AND
MACOMB MONTESSORI ACADEMY

Specialized space including: kitchen and multi-purpose room except on days of funerals. Other space may be used with express written permission of the CHURCH.

Outdoor grounds as play areas.

CHURCH _____ DATE _____ MMA _____ DATE _____