

OAKLAND UNIVERSITY

CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY AND RELATED DOCUMENTS

ISSUED TO:

Four Corners Montessori Academy
(A PUBLIC SCHOOL ACADEMY)

BY THE

**OAKLAND UNIVERSITY
BOARD OF TRUSTEES**
(AUTHORIZING BODY)

July 1, 2014

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BOARD ACTION



Office of the Vice President for Legal Affairs, General Counsel and
Secretary to the Board of Trustees

BOARD ACTION

May 8, 2014

The Board of Trustees at its meeting of May 7, 2014, approved the following resolution:

WHEREAS, the Michigan Revised School Code of 1976, as amended permits the Board to authorize public school academies meeting the requirements of the Board and the requirements of applicable law; and

WHEREAS, on October 5, 1995, the Board approved the Oakland University Policy on Public School Academies and Criteria for the Evaluation of Applications; and

WHEREAS, on May 2, 2007, the Board approved an amendment of the Criteria for the Evaluation of Applications; and

WHEREAS, on August 6, 2012, the Board approved an amendment of the Criteria for the Evaluation of Applications; and

WHEREAS, the University has received the Academy's application requesting that the Board renew its Agreement and continue to authorize the Academy to continue as a public school academy; and

WHEREAS, the University has determined it is in the best interest of the University and the State of Michigan to continue to authorize the Academy as a public school academy; now, therefore, be it further

RESOLVED, that the application submitted by Four Corners Montessori Academy meets the requirements of the Board and of applicable law; and, be it further

RESOLVED, that the Board approves the application of Four Corners Montessori Academy; and, be it further

BOARD ACTION

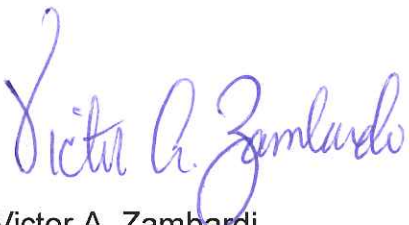
May 8, 2014

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RESOLVED, that the University administration shall negotiate and finalize an Agreement with Four Corners Montessori Academy in a form that incorporates the standardized requirements of the Michigan Department of Education and with such provisions as shall be required or authorized by the Revised School Code of 1976 as amended; and, be it further

RESOLVED, that the term of the Agreement with Four Corners Montessori Academy shall expire no later than June 30, 2024; and, be it further

RESOLVED, that the Agreement shall be reviewed and approved by the Office of the Vice President for Legal Affairs and General Counsel prior to execution, and shall be in compliance with the law and University policies and regulations and shall conform to the legal standards and policies of the Vice President for Legal Affairs and General Counsel.



Victor A. Zambardi
Vice President for Legal Affairs,
General Counsel and
Secretary to the Board of Trustees

VAZ/cmh

Attachment

**Agendum
Oakland University
Board of Trustees Formal Session
May 7, 2014**

RENEWAL OF CHARTER FOR FOUR CORNERS MONTESSORI ACADEMY

A Recommendation

1. **Division and Department:** Academic Affairs - Public School Academies and Urban Partnerships, School of Education and Human Services.
2. **Introduction:** The Oakland University ("University") Board of Trustees ("Board") authorized the charter of the following public school academy, Four Corners Montessori Academy ("Academy") in 2008.

Pursuant to that Board action, an academy must come before the Board every ten years for renewal of its charter contract (Agreement) to continue as a public school academy. The Academy will reach that threshold time allotment, if the requested renewal period is approved. The PSA Office is recommending and seeks the Board's approval to renew its charter, and allow the Academy charter to be renewable for up to 10 years coterminous with the Academy's academic school year, or through June 30, 2024. While the requested term of charter authorization is 10 years, the PSA Office intends to issue charter agreements in shorter term increments, the first being a six-year term due to the school's exemplary performance. The current Agreement is scheduled to expire on June 30, 2014.

During the term of its Agreement, the Academy has demonstrated academic and management proficiency and has experienced growth and a high level of success. Upon request by the University's Office of Public School Academies and Urban Partnerships ("PSA Office"), the Academy submitted an application to renew its charter. The PSA Office reviewed the application, and found it to be consistent with the Michigan Department of Education ("MDE") requirements and the University's educational mission.

Public school academies in Michigan were created by statute in 1994. Since that time, the MDE has standardized the requirements for Agreements that incorporate the standardized MDE requirements. The Agreement for the Academy will be reviewed and approved by the Office of the Vice President for Legal Affairs and General Counsel prior to execution, and will be in compliance with the law and University policies and regulations and conform to the legal standards and policies of the Vice President for Legal Affairs and General Counsel. The University will be able to terminate those Agreements upon an Academy breach, or the Academy's failure to fulfill any of the statutory requirements applicable to public school academies, without any University liability to the Academy, to any pupil, parent, guardian or any other person.

Renewal of Charter for Four Corners Montessori Academy
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3. **Previous Board Action:** On October 5, 1995, the Board approved Oakland University's Policy on Public School Academies. On May 2, 2007, the Board approved the amendment of the Criteria for the Evaluation of Applications. On August 6, 2012, the Board approved a second amendment of the Criteria for the Evaluation of Applications. The Board approved the application of the Academy on June 25, 2008.

4. **Budget Implications:** Oakland University receives three percent (3%) of the state school funding received by the Academy as an administrative fee for oversight.

5. **Educational Implications:** The philosophy of the Academy is aligned with that of Oakland University's School of Education and Human Services ("School") and will be able to strengthen the mission of the School. Furthermore, the Academy will educate a well rounded and high achieving student body which in turn may become future Oakland University students.

6. **Personnel Implications:** There are no personnel implications associated with this resolution.

7. **University Reviews/Approvals:** The Academy's request for renewal of its Agreement was reviewed and recommended by the Public School Academy Office and the Review Committee. The recommendation was approved by the Dean of the School of Education and Human Services and the Senior Vice President for Academic Affairs and Provost.

8. **Recommendation:**

WHEREAS, the Michigan Revised School Code of 1976, as amended permits the Board to authorize public school academies meeting the requirements of the Board and the requirements of applicable law; and

WHEREAS, on October 5, 1995, the Board approved the Oakland University Policy on Public School Academies and Criteria for the Evaluation of Applications; and

WHEREAS, on May 2, 2007, the Board approved an amendment of the Criteria for the Evaluation of Applications; and

WHEREAS, on August 6, 2012, the Board approved an amendment of the Criteria for the Evaluation of Applications; and

WHEREAS, the University has received the Academy's application requesting that the Board renew its Agreement and continue to authorize the Academy to continue as a public school academy; and

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WHEREAS, the University has determined it is in the best interest of the University and the State of Michigan to continue to authorize the Academy as a public school academy; now, therefore, be it further

RESOLVED, that the application submitted by Four Corners Montessori Academy meets the requirements of the Board and of applicable law; and, be it further

RESOLVED, that the Board approves the application of Four Corners Montessori Academy; and, be it further

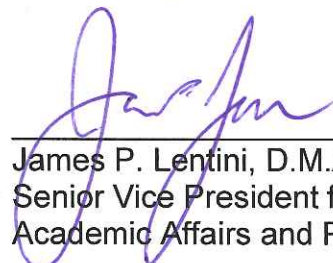
RESOLVED, that the University administration shall negotiate and finalize an Agreement with Four Corners Montessori Academy in a form that incorporates the standardized requirements of the Michigan Department of Education and with such provisions as shall be required or authorized by the Revised School Code of 1976 as amended; and, be it further

RESOLVED, that the term of the Agreement with Four Corners Montessori Academy shall expire no later than June 30, 2024; and, be it further

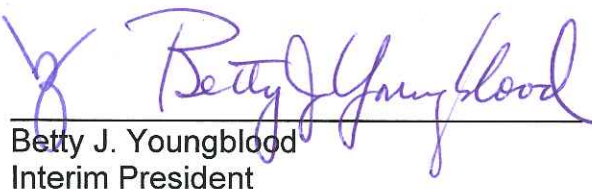
RESOLVED, that the Agreement shall be reviewed and approved by the Office of the Vice President for Legal Affairs and General Counsel prior to execution, and shall be in compliance with the law and University policies and regulations and shall conform to the legal standards and policies of the Vice President for Legal Affairs and General Counsel.

9. Attachments: A. Four Corners Montessori Academy Information

Submitted to the Interim President
on 5-1-, 2014 by


James P. Lentini, D.M.A.
Senior Vice President for
Academic Affairs and Provost

Recommended on May 1, 2014
to the Board for Approval by


Betty J. Youngblood
Interim President

FOUR CORNERS MONTESSORI ACADEMY
SCHOOL OVERVIEW

Charter History

Initial OU Board Approval	June 25, 2008
Current Contract Term	July 9, 2008 – June 30, 2014
School Opened	September 2009

Contact Information

Address	Phone	Web
1075 East Gardenia Madison Heights, MI 48071	248.542.7001 248.542.7901 (fax)	www.fourcornersmontessori.com

School Leader

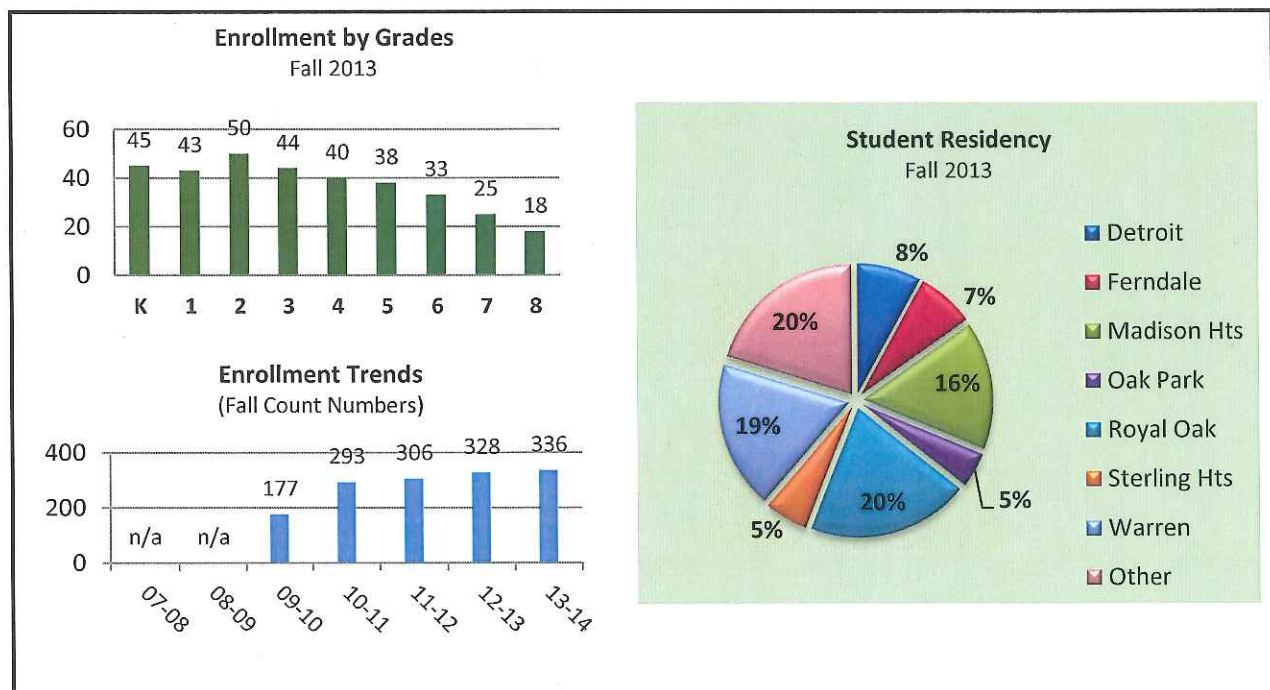
School Year	School Leader Name and Title
2009 to present	Chris Schoenherr Miller, Head of School

Educational Service Provider

School Year	ESP Name
July 2008 - present	Choice Schools Associates (MIChoice in 2012 – same company, different division)

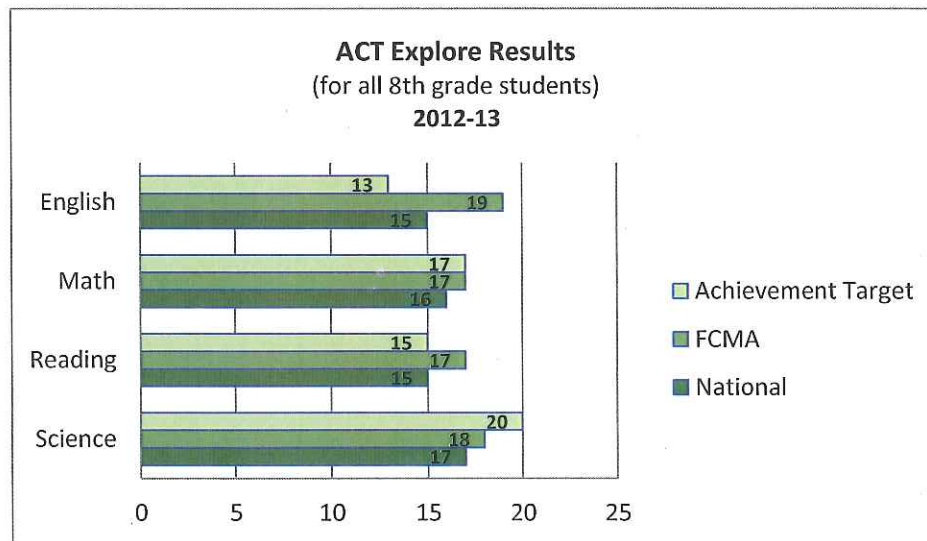
Mission Statement

The mission of Four Corners Montessori Academy is to allow each child to discover his/her learning potential, inborn talents, and love of learning by providing him/her with a limitless educational environment.



Four Corners Montessori Academy **MEAP Test Score Data¹**

3 Year Proficiency Comparison Report² <i>Percent of Students Meeting Proficient and Advanced Levels 1&2</i>						
Subject	Grade	Fall 2011	Fall 2012	Fall 2013	Madison District 2013	2013 State
Reading	3	66	83	67	39	61
	4	83	60	90	54	70
	5	88	78	76	53	72
	6	67	81	64	62	72
	7	68	61	85	44	60
	8	62	100	82	66	73
Math	3	22	53	31	17	40
	4	39	28	53	29	45
	5	24	28	27	27	45
	6	<10	41	39	30	42
	7	23	17	30	23	40
	8	<10	64	24	12	35
Science	5	12	18	<10	<10	17
	8	<10	27	11	<10	20
Social Studies	6	<10	22	39	10	27



The **ACT Explore** assessment is the first in a three part series of ACT tests administered in grades 8-11 that provide information regarding students' progress toward college readiness. Four Corners Montessori Academy's eighth grade students took the test for the first time in 2012-13. The Achievement Target is the benchmark for students who are enrolled three or more years at the Academy, and is thus only included for reference, not comparison. The national results are an average of all students in the country who took the test.

¹ Scores represent the new cut scores that were implemented by the State Board of Education during the 2011-12 school year.

²The Family Rights and Privacy Act (FERPA) is a Federal law that prohibits student identifiable education data from being publicly disseminated. Therefore a group of 10 or less students is considered to contain student identifiable data.

POLICY ON PUBLIC SCHOOL ACADEMIES (CHARTER SCHOOLS)

Approved by the Board of Trustees on October 5, 1995

Amended by the Board of Trustees on May 2, 2007

Amended by the Board of Trustees on August 6, 2012

The establishment of public school academies (charter schools), as authorized by recent state legislation, offers a means of improving the public elementary and secondary schools in the State of Michigan. Oakland University will assist in the establishment of public school academies in order to achieve those purposes set forth in the legislation, as follows:

To improve pupil achievement for all pupils, including, but not limited to, educationally disadvantaged pupils, by improving the learning environment.

To stimulate innovative teaching methods.

To create new professional opportunities for teachers in a new type of public school in which the school structure and educational program can be innovatively designed and managed by teachers at the school site level.

To achieve school accountability for pupil educational outcomes by placing full responsibility for performance at the school site level.

To provide parents and pupils with greater choices among public schools, both within and outside their existing school districts.

To determine whether state funds can be more effectively, efficiently, and equitably utilized by allocating funds on a per pupil basis directly to the school rather than through school district administration.

To achieve these purposes, Oakland University will authorize those public school academies which best meet the following guidelines:

- a. Further a mission and goals consistent with the mission and goals of Oakland University, as identified in Oakland University's Strategic Plan.
- b. Fill an identified and substantiated educational need or provide an opportunity for new learning experiences at a facility located in Wayne, Oakland, or Macomb County.
- c. Meet the identified and substantiated needs of its students through the use of an innovative instructional plan.

- d. Meet the needs of a culturally, economically and ethnically diverse student body and provide a diverse faculty and administrative staff.
- e. Utilize the best educational practices, as defined by the University, and attempt to develop even more effective educational programs and practices.
- f. Establish and implement a process for continuous self-evaluation and assessment, and a process for reporting the self-evaluation and assessment results to Oakland University.
- g. Establish linkages to Oakland University through allied research, educational and/or development partnerships with Oakland University faculty; and provide clinical experiences, internships and field experiences for Oakland University students.
- h. Demonstrate relationships with the business community and other community organizations.
- i. Present a fiscally sound and compelling business plan.
- j. Comply with applicable state and federal law.

Oakland University will select public school academies on a competitive basis from applicants which best demonstrate that they meet the purposes of the public school academies legislation, the guidelines set forth in this policy, and the Criteria for the Evaluation of Applications.

[Editor's note: The Criteria for the Evaluation of Applications, which was approved by the Board of Trustees on October 5, 1995 and amended by the Board of Trustees on May 2, 2007 and August 6, 2012 is attached.]

DELEGATION OF AUTHORITY CONCERNING PUBLIC SCHOOL ACADEMIES

Approved by the Board of Trustees on October 9, 1997

WHEREAS, the Board of Trustees of Oakland University wishes and intends to authorize and delegate to the President of Oakland University certain powers and authority as may be necessary and appropriate to carry out the policies of the Board of Trustees and to administer the business of Oakland University in accordance with such policies and directives as may be promulgated from time to time by the Board of Trustees; and

WHEREAS, the Board of Trustees wishes and intends by this resolution to delegate to the President of Oakland University full power and authority to carry out certain administrative functions of the university while retaining unto itself all legislative and discretionary powers which are not subject to delegation under law; now therefore be it

RESOLVED, that upon the recommendation of the university's Public School Academy Advisory Review Committee, the President or his designee is hereby authorized and directed to amend the contracts between the Board and the Public School Academies and take any other such action as may be necessary and appropriate to carry out the business of Oakland University as authorizing body of the public school academies consistent with the Board policy on Public School Academies and the Criteria for Evaluation of Applications, the educational goals as set forth in the public school academy applications, and the law; and be it further

RESOLVED, that any such amendment or other action of a material nature be reported to the University Affairs Advisory Committee at the first meeting following the amendment or action; and be it further

RESOLVED, that no amendment shall increase the liability or obligation of the university; and be it further

RESOLVED, that an annual report on the status of the public school academies shall be presented to the Board of Trustees at a regularly scheduled Board meeting.

CRITERIA FOR THE EVALUATION OF APPLICATIONS

Approved by the Board of Trustees on October 5, 1995

Amended by the Board of Trustees on May 2, 2007

Amended by the Board of Trustees on August 6, 2012

The Office of Public School Academies and Urban Partnerships ("PSA Office") shall use criteria that incorporate requirements set forth in the Revised School Code for public school academies, MCLA 380.501 et seq ("School Code") and as the School Code requirements may be amended from time to time, in the evaluation of applications for charter. At the conclusion of the evaluation process, the PSA Office shall make a recommendation through the Provost and President to the Board of Trustees to authorize or not to authorize the charter.

Section I: Demographic Characteristics

A. Identification of Applicant. The applicant for the proposed public school academy must be clearly identified and his/her affiliation indicated as an individual, a representative of a government entity or non-government entity, or other designation.

B. Name of proposed Public School Academy. The name of the proposed public school academy shall not duplicate that of another known public or private school.

C. Proposed date of opening. The proposed opening date of the public school academy shall be identified and shall be reasonably achievable.

D. School calendar and school day schedule. The proposed school calendar and school day schedule shall meet or exceed any state mandated minimum at the time of the application.

E. Grade level(s) or ages of students to be enrolled. The application shall identify the grade level(s) and/or ages of students to be enrolled. Additionally, plans, if any, for expanding the number of grades and/or ages of students to be enrolled in future years must be clearly stated.

F. Projected enrollment. The proposed number of students to be enrolled must be stated and the method of determining potential enrollment must be identified.

G. Student population. A description of the target student population must be included.

Section II: Purposes and Goals

A. Purposes of the Public School Academy

The purposes of the public school academy shall be congruent with the mission and goals of Oakland University, as reflected in the Oakland University Strategic Plan, and

shall reflect a strong philosophical and educational focus that holds considerable promise for high quality teaching and learning for those students it is designed to serve.

Indicators:

- (1) The educational underpinnings on which the proposed public school academy is to be founded are supported in part (but not necessarily in entirety) by research or documented practice elsewhere. Note: In an effort to foster innovation, non-traditional educational practices which are supported by a comprehensive and thorough rationale are encouraged.
- (2) The proposed public school academy will effectively address the needs of students.
- (3) The proposed public school academy utilizes sound practice (i.e., contemporary teaching methods, structures, etc.), and also incorporates innovative teaching strategies and/or instructional technology.
- (4) The proposed public school academy is incorporated pursuant to the School Code.
- (5) The proposed educational goals, programs and curricula are designed to fulfill at least one of the purposes articulated in the School Code ..

B. Educational goals.

The educational goals of the public school academy may include statements of educational inputs; however, the goals must also include outcomes or performance based standards to be achieved by students.

Indicators:

- (1) The proposed public school academy is committed to educating each student to his/her optimal level of learning.
- (2) The proposed public school academy plans to develop a nurturing, child centered sense of educational atmosphere that contributes to the development of each student's confidence, sense of self-worth, personal enjoyment, and zest for learning.
- (3) The proposed public school academy seeks to educate students to meet or exceed state and national standards of achievement.

- (4) The proposed public school academy seeks to develop the critical thinking and problem solving skills of students.

Section III: Admission and Retention

A. Admission policy and criteria to be maintained.

A public school academy shall not charge tuition and shall not discriminate in its pupil admissions policies or practices on the basis of intellectual or athletic ability, measures of achievement or aptitude, status as a disabled person, or any other basis that would be illegal if used by a school district. A public school academy may, however, limit admission to pupils who are within a particular range of ages or grade levels or on any other basis that would be legal if used by a school district.

Indicators:

- (1) The applicant must provide a description of its plans to recruit students and to advertise the school's availability. It must specifically describe its plans to advertise within the geographical area to be served. The plan to advertise and recruit will be evaluated on whether the plan is calculated to inform those persons who are likely to be interested in the public school academy. The applicant must describe the enrollment period which will be available for registration by interested families. The enrollment period must offer evening and/or weekend enrollment opportunities. The applicant must describe both its initial plans for recruitment and advertising as well as plans for these activities once the academy has been started and has an established student body.
- (2) The applicant must describe the process it plans to use for the random selection of students in the event the number of students wishing to enroll exceeds the number of seats provided by the public school academy.
- (3) The applicant must comply with the PSA Office Policy on Student Application and Enrollment and any subsequent changes to the policy or existing law as may occur.

B. Retention

The public school academy shall demonstrate a commitment to retain and to educate all students who enroll.

Indicators:

- (1) The proposed public school academy demonstrates a commitment to the retention of all students enrolled.

(2) Procedures are established for intervention and special help or counseling for those students who do not perform up to their potential or who violate established codes of conduct.

(3) The applicant presents a code of student conduct and set of procedures for discipline and dismissal. (4) The applicant includes a plan for regular involvement of the student's parent(s) or guardian(s) or other person(s) legally responsible for the student, both at home and school, and provisions for monitoring this participation.

(5) The procedure for dismissal of students shall include the requirement that the student's parent(s), guardian(s) or other person(s) legally responsible for the student will be counseled and provided a recommendation for future placement of the student.

Section IV: Curriculum and Instructional Outcomes

A. Curricular and Instructional Design.

The curriculum shall be designed to meet the substantiated educational needs identified by the public school academy. The curriculum shall be coordinated in such a manner to allow for effective teaching and learning. Innovations that provide meaningful learning and incorporate the expertise and research of Oakland University faculty and students and the expressed goals and needs of the business community and the community at large are encouraged.

Indicators:

(1) Minimally, the public school academy curriculum must comply with Michigan's core curriculum, if any.

(2) The curricular plan may include a unique curricular element, a unique instructional delivery system, and/or a unique assessment process.

(3) The curriculum plan shall include a comprehensive program evaluation component.

B. Student Assessment.

Evaluation is an integral part of curriculum and instruction and should occur on a regular basis. Minimally, outcomes evaluation must be incorporated into the assessment plan. Alternative assessment strategies that highlight students' achievement of identified outcomes are strongly encouraged.

Indicators:

- (1) Student performance shall be assessed using the Michigan assessments designated under the School Code.
- (2) The Academy must administer bi-annually, at a minimal, a nationally recognized norm-referenced achievement test or program of testing approved by the University.
- (3) Assessment strategies must be appropriate to the educational goals of the public school academy.
- (4) The public school academy will use the assessment results to improve teaching and learning for students.

Section V: Physical Facility

The public school academy shall be operated at a site that is safe and appropriate for educational programming, and provides for the effective implementation of the curriculum.

A. Size.

The space and the configuration of the site shall be appropriate for effective implementation of the curriculum.

Indicators:

- (1) The facility includes adequate instructional space.
- (2) Instructional space is properly equipped with appropriate furnishings, teaching aids, and student learning materials.
- (3) The public school academy either has, or has access to, specialized space as needed (e.g., library with appropriate holdings, laboratory with adequate equipment and supplies, musical instruments and practice rooms, studios, performance space, technology center, vocational shops, gymnasium, athletic fields, food preparation and dining facilities, etc.).
- (4) The facility has an adequate heating and ventilation system, and, whenever possible, air conditioning.
- (5) The public school academy contains adequate office space and equipment for the professional staff.
- (6) The public school academy has made arrangements for custodial and maintenance services.

B. Location.

The academy shall be located in Wayne, Oakland, or Macomb County.

Indicators:

- (1) The application includes an address and description of the facility.
- (2) The application includes documentation demonstrating the applicant's legal right to occupy the facility on or before the proposed opening date for the public school academy, or the steps to be taken to obtain that legal right and demonstration of ability to take those steps.

C. Compliance with School Code and Other Applicable Laws.

The facility complies with the State School Code and laws relevant to health, safety, and accessibility standards.

Indicators:

- (1) The facility and surrounding area is free from natural hazards and attractive nuisances.
- (2) Design plans, blueprints or other documents demonstrate that the facility will be in compliance with the Persons with Disabilities Act Act and the Americans with Disabilities Act.
- (3) Documentation demonstrates that the facility complies with the National Fire Protection and Life Safety Codes 101, sections 10 and 11.
- (4) The public school academy has property-all risk insurance in an amount sufficient to cover the total value of the academy's real and personal property.

Section VI: Budget and Finance

Adequate financial resources are available to meet operating, capital and start-up costs of the public school academy. The proposed operating budget is consistent with the needs of the public school academy.

Indicators:

- (1) A five-year financial projection for the public school academy includes consideration of all operating, capital and start-up costs and related funding sources. The applicant must identify financial resources on hand or committed resources from donors or other sources to fund costs of the public school academy not included in State aid.

(2) The proposed operating budgets include consideration for all elements of school operations.

(3) Adequate reserves are available to meet unplanned emergencies.

Section VII: Staffing and Governance Structure

A. Governance Structure

The governance structure is designed to provide for the orderly and effective operation of the public school academy, in compliance with all applicable state and federal laws.

Indicators:

(1) The public school academy utilizes a governance structure that through its board, in which considerable authority and responsibility is placed, engages in educational planning in collaboration with the school leader(s), staff, and community such that the primary focus is on academic achievement and accountability, in line with the mission and goals of the public school academy.

(2) Descriptions of administrative and staff responsibilities, qualifications and certification demonstrate attention to site-based cooperative governance.

B. Board of Directors

The Oakland University Board of Trustees ("University Board") requires that a public school academy meet the following criteria with respect to the method of selection, length of term, and number of members of its board of directors ("Academy Board"):

(1) Method of Selection. Oakland University's Director of Public School Academies and Urban Partnerships ("Director") is authorized to develop and administer an Academy Board selection and appointment process in accord with the criteria below:

a. Initial Academy Board. The University Board shall appoint the initial Academy Board by formal resolution. The Director shall recommend nominees for the initial Academy Board based upon a review of a Public School Academy Board Member Questionnaire, interview, criminal background check, and reference checks. Each nominee shall be available for interview by the University Board or its designee. The University Board may reject any or all initial Academy Board nominees.

b. Subsequent Academy Board Members. The Oakland University Vice President for Academic Affairs and Provost ("Provost"), upon recommendation from the Dean of the Oakland University School of Education and Human Services ("Dean"), shall appoint all subsequent Academy Board members. The

Director shall recommend nominees to the Dean based upon a review of a Public School Academy Board Member Questionnaire, interview, criminal background check and reference checks. Each nominee shall be available for interview by the Provost or the Provost's designee. The Provost may reject any or all subsequent Academy Board nominees.

c. The Academy Board, by resolution and majority vote, shall nominate its subsequent members, except as provided herein. Nominees shall submit the Public School Academy Board Member Questionnaire for review by the Director. If the Director elects not to recommend any of the Academy Board's nominees for a vacant position on the Academy Board, the Director may nominate and recommend an Academy Board member of the Director's own choosing for the vacant position, or may request additional nominees from the Academy Board.

d. An individual appointed to fill a vacancy created other than by expiration of the term shall be appointed for the unexpired term of that vacant position.

(2) Length of Term. The term of each member of the Academy's Board shall be for a period of three (3) years, except that of the members first appointed, approximately one-third shall be appointed for a term of three (3) years, approximately one-third shall be appointed for a term of two (2) years, and approximately one-third shall be appointed for a term of one (1) year. At its organizational meeting, the Academy Board shall designate a term for each of the initial board members appointed by the University Board. All subsequent appointments shall be for three (3) year staggered terms. The terms for each position shall begin on July 1st and end on June 30th of the pertinent year, except the terms of the initial positions which shall begin upon appointment and end on June 30th of the pertinent year.

(3) Number of Directors. The initial number of board member positions on the Academy Board shall be five (5). The number of board member positions shall never be fewer than five (5) or more than nine (9). If the Academy Board fails to attain or maintain its full membership by making appropriate and timely nominations, the Provost, may deem that failure an exigent condition and appoint a replacement.

(4) Qualifications of Members. The Academy Board shall include only those individuals who are United States citizens and residents of the State of Michigan. To the extent possible, the Academy Board shall include (1) a parent or guardian of a child attending the school; (2) one professional educator, preferably a person with either elementary or secondary school administrative experience; and (3) one person representing the local community in which the Academy serves. Further to be qualified, members must submit all material requested by the PSA Office including but not limited to, an authorization to process a criminal background check of the nominee and submission annually of a conflict of interest disclosure as

prescribed by the PSA Office. The Academy Board shall not include (1) any member appointed or controlled by another profit or non-profit corporation; (2) employees of the public school academy served by the Academy Board or independent contractors performing services for the public school academy; (3) any current or former director, officer, or employee of a management company that contracts with the public school academy served by the Academy Board; and (4) Oakland University officials or employees. A vacancy may be left on the initial board for a parent or guardian representative.

(5) Oath. All members of the Academy Board shall take and sign the constitutional oath of office, and shall cause a copy of such oath of office to be submitted to the Director. No appointment shall be effective prior to the taking and signing of the oath of office.

(6) Removal of Members. Any Academy Board member may be removed with or without cause by the Provost at any time, or with cause by a two-thirds (2/3) vote of the Academy Board.

With the approval of the Provost, the University's Director of the PSA Office may suspend an Academy's Board member's service, if in his/her judgment the member's continued presence would constitute a risk to persons or property, or would impair the operations of the Academy.

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

(8) Resignation. Academy Board members may resign at any time by providing written notice to the Academy Board. Notice of resignation will be effective upon receipt or at a subsequent time designated in the notice. Any Academy Board member who fails to attend three (3) consecutive Academy Board meetings without prior notification to the Academy Board President, may, at the option of the Academy Board or the Provost, be deemed to have resigned, effective at a time designated in a written notice sent to the resigning Academy Board member. A successor shall be appointed as provided by the method described at B(1)(b).

(9) Board Vacancies. An Academy Board vacancy shall occur because of death, resignation, removal, failure to maintain residency in the State of Michigan, disqualification, enlargement of the Academy Board, or as required by applicable law. Any vacancy shall be filled as provided by the method of selection adopted by the University Board.

(10) Compensation. An Academy Board member shall serve as a volunteer. By resolution of the Academy Board, the Academy Board members may be reimbursed for their reasonable expenses related directly to their duties as an Academy Board member.

(11) Other University Action. The University Board authorizes and directs the Provost to take any other actions associated with the governance of Academy Board members as may be necessary or appropriate to carry out the business of Oakland University as authorizing body of public school academies.

(12) Reservation of Rights. The foregoing notwithstanding, the University Board and its designee reserve the right at all times to review, rescind, remove, modify, ratify, or approve any Academy Board member.

(13) Compliance with Law. If at any time a change in applicable law makes illegal any of the requirements, obligations or actions set forth in or contemplated by the foregoing criteria, the affected parties shall comply with applicable law, as such law may be amended from time to time.

C. By-Laws.

A set of by-laws must exist, setting forth the procedures and policies for the effective governance of the public school academy.

D. Administrators.

Persons employed as a superintendent, principal, assistant principal or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the requirements mandated in School Code, as it may be amended from time to time.

E. Teachers.

Teachers shall be either state certified teachers with the appropriate qualifications to teach the level or subjects they are to be assigned to teach, or currently employed full-time Oakland University faculty members who have been granted institutional tenure, or have been designated as being on tenure track by the University. In general, the teaching staff shall be made up of teachers with varying degrees of experience.

Non-School Staff. Non-school staff including specifically Oakland University education students, may be employed or may volunteer to assist teachers in the instruction of children. In all cases, their activities within the classroom shall be directed and supervised by a certified teacher or Oakland University faculty member.

Section VIII: Contractual Relationship with Oakland University

The public school academy enters into a contract with the University on terms and conditions acceptable to the University and in compliance with the School Codes may be amended from time to time.

TERMS AND CONDITIONS

**TERMS AND CONDITIONS
OF CONTRACT**

DATED: JULY 1, 2014

**ISSUED BY
THE OAKLAND UNIVERSITY BOARD OF TRUSTEES**

**CONFIRMING THE STATUS OF
FOUR CORNERS MONTESSORI ACADEMY
AS A
PUBLIC SCHOOL ACADEMY**

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

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

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

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

WHEREAS, the Oakland University Board of Trustees has considered the authorization of the Academy and has approved the issuance of a contract to the Academy;

NOW, THEREFORE, pursuant to the Revised School Code, the University grants a contract conferring certain rights, franchises, privileges, and obligations of a public school academy and confirms the status of a public school academy in this state to the Academy. In addition, the parties agree that the granting of this Contract is subject to the following terms and conditions:

ARTICLE I

DEFINITIONS

Section 1.1. Certain Definitions. For purposes of this Contract, and in addition to the terms defined throughout this Contract, each of the following words or expressions, whenever initially capitalized, shall have the meaning set forth in this section:

- (a) “Academy” means the Michigan nonprofit corporation named Four Corners Montessori Academy which is established as a public school academy pursuant to this Contract.
- (b) “Academy Board” means the Board of Directors of the Academy.
- (c) “Applicable Law” means all state and federal law applicable to public school academies.
- (d) “Application” means the public school academy application and supporting documentation submitted to the University Board for the establishment of the Academy.

- (e) “Authorizing Resolution” means the Resolution adopted by the University Board on May 7, 2014 approving the issuance of a Contract to the Academy.
- (f) “Public Schools Academy Office Director or “PSAO Director” means the person designated by the University to administer the operations of the Public Schools Academy Office.
- (g) “Public Schools Academy Office” or “PSAO” means the office designated by the University as the initial point of contact for public school academy applicants and public school academies authorized by the University. The Public Schools Academy Office is also responsible for administering the University’s responsibilities with respect to the Contract.
- (h) “Code” means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1852 of the Michigan Compiled Laws.
- (i) “Contract” means, in addition to the definition set forth in the Code, these Terms and Conditions, the Authorizing Resolution, the Resolution, the Master Calendar, the ESP Policies, the Schedules, and the Application.
- (j) “Director” means a person who is a member of the Academy Board of Directors.
- (k) “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 PSAO Director for review as provided in Section 11.11 and has not been disapproved by the PSAO Director, and is consistent with the PSAO Educational Service Provider Policies, as they may be amended from time to time, and Applicable Law.
- (l) “Educational Service Provider Policies” or “ESP Policies” means those policies adopted by the Public Schools Academy Office Director that apply to a Management Agreement. The Public Schools Academy Office Director may, at anytime and at his or her sole discretion, amend the ESP Policies. Upon amendment, changes to the ESP Policies shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.
- (m) “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.

- (n) “Management Agreement” or “ESP Agreement” means an agreement as defined under section 503c of the Code, MCL 380.503c, that has been entered into between an ESP and the Academy Board for the operation and/or management of the Academy, which has been submitted to the PSAO Director for review as provided in Section 11.11 and has not been disapproved by the PSAO Director.
- (o) “Master Calendar” or “MCRR” means the Master Calendar of Reporting Requirements developed and administered by the Public Schools Academy Office setting forth a reporting time line for certain financial, administrative, facility, Academy Board and educational information relating to the Academy. The Public Schools Academy Office Director may, at anytime and at his or her sole discretion, amend the Master Calendar. Upon amendment, changes to the Master Calendar shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.
- (p) “President” means the President of Oakland University or his or her designee.
- (q) “Resolution” means the resolution adopted by the University Board on August 6, 2012, establishing the standard method of selection, length of term and number of members format for public school academies issued a Contract by the University Board, as amended from time to time.
- (r) “Schedules” means the following Contract documents of the Academy: Schedule 1: Articles of Incorporation, Schedule 2: Bylaws, Schedule 3: Fiscal Agent Agreement, Schedule 4: Oversight Agreement, Schedule 5: Description of Staff Responsibilities, Schedule 6: Physical Plant Description, and Schedule 7: Required Information for Public School Academies.
- (s) “State Board” means the State Board of Education, established pursuant to Article 8, Section 3 of the 1963 Michigan Constitution and MCL 388.1001 et seq.
- (t) “Terms and Conditions” means this document entitled “Terms and Conditions of Contract, Dated, June 30, 2014, Issued by the Oakland University Board of Trustees to Four Corners Montessori Academy Confirming the Status of Four Corners Montessori Academy as a Public School Academy.”
- (u) “University” means the Oakland University Board of Trustees, an authorizing body as designated under Section 501 of the Code, MCL 380.501.

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

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

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

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

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

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

ARTICLE II

RELATIONSHIP BETWEEN THE ACADEMY AND THE UNIVERSITY BOARD

Section 2.1. Constitutional Status of Oakland University. Oakland University is a constitutionally established body corporate operating as a state public university. In approving this Contract, the University voluntarily exercises additional powers given to it under the Code. Nothing in this Contract shall be deemed to be any waiver of the University's constitutional autonomy and powers and the Academy shall not be deemed to be a part of the University.

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

Section 2.3. Financial Obligations of the Academy Are Separate From the State of Michigan, the Oakland University Board of Trustees and Oakland University. Any contract, agreement, note, mortgage, loan or other instrument of indebtedness entered into by the Academy and a third party shall not in any way constitute an obligation, either general, special, or moral, of the State of Michigan, the Oakland University Board of Trustees, or Oakland 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 Oakland University Board of Trustees or

Oakland University shall ever be assigned or pledged for the payment of any Academy contract, agreement, note, mortgage, loan or other instrument of indebtedness.

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

ARTICLE III

ROLE OF THE UNIVERSITY BOARD AS AUTHORIZING BODY

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

Section 3.2. University as Fiscal Agent for the Academy. The University is the fiscal agent for the Academy. As fiscal agent, the University assumes no responsibility for the financial condition of the Academy. The University is not liable for any debt or liability incurred by or on behalf of the Academy, or for any expenditure approved by or on behalf of the Academy Board. Except as provided in the Oversight Agreement and Article X of these Terms and Conditions, the University shall promptly, within ten (10) business days of receipt or as otherwise required by Applicable Law, forward to the Academy all state school aid funds or other public or private funds received by the University for the benefit of the Academy. The responsibilities of the University, the State of Michigan, and the Academy are set forth in the Fiscal Agent Agreement incorporated herein as Schedule 3.

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

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

Section 3.5. University Approval of Condemnation. In the event that the Academy desires to acquire property pursuant to the Uniform Condemnation Procedures Act or other applicable statutes, it shall obtain express written permission for such acquisition from the University or its designee. The Academy shall submit a written request to the PSAO Director describing the proposed acquisition and the purpose for which the Academy desires to acquire the property. The request will be submitted by the PSAO Director for consideration and determination made by the University or its designee.

Section 3.6. Authorization of Employment. The University authorizes the Academy to employ or contract directly with personnel according to the position information outlined in Schedule 5. However, the Academy Board shall prohibit any individual from being employed by the Academy, an Educational Service Provider or an employee leasing company involved in the operation of the Academy, in more than one (1) full-time position and simultaneously being compensated at a full-time rate for each of these positions. An employee hired by the Academy shall be an employee of the Academy for all purposes and not an employee of Oakland University for any purpose. With respect to Academy employees, the Academy shall have the power and responsibility to (i) select and engage employees; (ii) pay their wages; (iii) dismiss employees; and, (iv) control the employees' conduct, including the method by which the employee carries out his or her work. The Academy Board shall be responsible for carrying workers' compensation insurance and unemployment insurance for its employees.

Section 3.7. PSAO Director Review of Certain Financing Transactions. If the Academy proposes to (i) finance the acquisition, by lease, purchase, or other means, of facilities or equipment, or renovation of facilities, in excess of \$150,000, pursuant to arrangements calling for payments over a period greater than one (1) year, and which include a pledge, assignment or direction to one or more third parties of a portion of the funds to be received by the Academy from the State of Michigan pursuant to the State School Aid Act of 1979, as amended, being MCL 388.1601 et seq., or (ii) direct that a portion of its State School Aid Payments be forwarded by the Fiscal Agent to a third party account for the payment of Academy debts and liabilities, the Academy shall submit the transaction for prior review by the PSAO Director, as designee of the University, in the manner provided herein. The Academy shall, not later than thirty (30) days prior to the proposed closing date of the transaction, submit a written request to the PSAO Director describing the proposed transaction and the facilities or equipment to be acquired with the proceeds thereof (if any), and in the case of a transaction described in subparagraph (ii) of this Section, (a) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid Payments; (b) a copy of a State School Aid Payment Agreement and Direction document that is in a form acceptable to the University Public Schools Academy Office; and (c) copies of such other documentation regarding the transaction which is the subject of the proposed direct intercept as the University Public Schools Academy Office may request. Unless the PSAO Director extends the review period, within thirty (30) days of receiving a written request in compliance with this Section, the PSAO Director shall notify the Academy if the proposed transaction is disapproved. If the proposed transaction is disapproved, such disapproval may, but shall not be required to, state one or more conditions which, if complied with by the Academy and any lender, lessor, seller or other party, would cause such disapproval to be deemed withdrawn. No transaction described in this Section may be entered into that is disapproved by the PSAO Director. By not disapproving a proposed transaction, the PSAO

Director is in no way giving approval of the proposed transaction, or any of the terms or conditions thereof.

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

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

ARTICLE IV

REQUIREMENT THAT THE ACADEMY ACT SOLELY AS GOVERNMENTAL ENTITY

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

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

Section 4.3. Academy Board Members Serve In Their Individual Capacity. All Directors of the Academy Board shall serve in their individual capacity, and not as a

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

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

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

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

- (a) No person shall be appointed or reappointed to serve as an Academy Board member if the person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, or spouse:
 - (i) Is employed by the Academy;
 - (ii) Works at or is assigned to the Academy;

- (iii) Has an ownership, officer, policymaking, managerial, administrative non-clerical, or other significant role with the Academy's ESP or employee leasing company.

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

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

ARTICLE V

CORPORATE STRUCTURE OF THE ACADEMY

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

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

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

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

ARTICLE VI

OPERATING REQUIREMENTS

Section 6.1. Governance Structure. The Academy shall be organized and administered under the direction of the Academy Board and pursuant to the Governance Structure as set forth in Schedule 7a. The Academy shall have four officers: President, Vice-President, Secretary and

Treasurer. The officer positions shall be filled by persons who are members of the Academy Board. A description of their duties is included in Schedule 2.

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

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

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

Section 6.5. Method of Pupil Assessment. The Academy shall evaluate pupils' work based on the assessment strategies identified in Schedule 7e. To the extent applicable, the pupil performance of the Academy shall be assessed using at least the Michigan Education Assessment Program (MEAP) test or the Michigan Merit Examination (MME) designated under the Code. The Academy shall provide the Public Schools Academy Office with copies of reports, assessments and test results concerning the following:

- (a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the Public Schools Academy 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 may reasonably request;
- (c) an annual education report in accordance with the Code;
- (d) an bi-annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration, or a program of testing approved by the Public Schools Academy Office Director; and
- (e) all tests required under Applicable Law.

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

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

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

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

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

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

Section 6.11. Annual Financial Statement Audit. The Academy shall conduct an annual financial statement audit prepared and reviewed by an independent certified public accountant. In accordance with the Master Calendar, the Academy shall submit one (1) copy of the annual financial statement audit, auditor's management letters and any responses to auditor's management letters to the Public Schools Academy Office.

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

The University'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 PSAO a contract amendment, in a form and manner determined by the PSAO. The contract amendment shall include all information requested by the PSAO, including detailed information about the site, the Academy's proposed operations at the site and the information provided in Contract Schedules 4, 5, 6 and 7. If approved the Contract shall be amended in accordance with Article IX of these Terms and Conditions. The University reserves the right to modify, reject or approve any site expansion request contract amendment in its sole and absolute discretion.

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

Section 6.14. Disqualified Organizational or Contractual Affiliations. The Academy shall comply with all state and federal law applicable to public schools concerning church-state issues. To the extent disqualified under the state or federal constitutions, the Academy shall not be organized by a church or other religious organization and shall not have any organizational or contractual affiliation with or constitute a church or other religious organization. Nothing in this Section shall be deemed to diminish or enlarge the civil and political rights, privileges and capacities of any person on account of his or her religious belief.

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

Section 6.16. Matriculation Agreements. Before the Academy Board approves a matriculation agreement with another public school, the Academy shall provide a draft copy of the agreement to the Public Schools Academy Office for review. Any matriculation agreement entered into by the Academy shall be incorporated into Schedule 7 by contract amendment pursuant to Article IX of these Terms and Conditions. Until the matriculation agreement is incorporated into the Contract, the Academy is prohibited from granting an enrollment priority to any student pursuant to that matriculation agreement.

Section 6.17. Postings of 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 and other parts of the Code that apply to public school academies.

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.

Section 8.3. Open Meetings Act. The Academy Board shall conduct all of its meetings in accordance with the 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. The records of the Academy shall be records subject to the provisions of the 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. As required by 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. As required by the Code, 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 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.

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

Section 9.2. Process for Amendment Initiated by the Academy. The Academy, by a majority vote of its Board of Directors, may, at any time, propose specific changes in this Contract or may propose a meeting to discuss potential revision of this Contract. The proposal will be made to the University through its designee. The University, or an authorized designee, may, at any time, propose specific changes in this Contract or may propose a meeting to discuss potential revision of this Contract. The University delegates to the President of the University or his/her designee the approval of amendments to the Contract. The Academy Board may delegate to an officer of the Academy the review and negotiation of changes or amendments to this Contract. The Contract shall be amended as requested by the University upon a majority vote of the Academy Board.

Section 9.3. Final Approval of Amendments. Amendments to this Contract take effect only after they have been approved by the Academy Board and by the University or its designee. If the proposed amendment conflicts with any of the University's general policies on public school academies, the proposed amendment shall take effect only after approval by the Academy and the University.

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 rights, the responsibilities or obligations of either the Academy or the University, this Contract shall be altered or amended to reflect the change in existing law as of the effective date of such change. To the extent possible, the responsibilities and obligations of the Academy and the University shall conform to and be carried out in accordance with the change in Applicable Law.

Section 9.5. Emergency Action on Behalf of University. Notwithstanding any other provision of this Contract to the contrary, the contents of this Section shall govern in the event of an emergency situation. An emergency situation shall be deemed to occur if the Public Schools Academy Office Director, in his or her sole discretion, determines that the facts and circumstances warrant that emergency action take place. Upon the determination that an emergency situation exists, the Public Schools Academy Office Director may temporarily take action on behalf of the University with regard to the Academy or the Contract, so long as such action is in the best interest of the University and the Public Schools Academy Office Director consults with the University President or designee prior to taking the intended actions.

ARTICLE X

CONTRACT TERMINATION, SUSPENSION, AND REVOCATION

Section 10.1. Termination by the Academy. At any time, for any reason, the Academy Board may terminate this Contract before the end of the Contract Term by presenting to the University a certified resolution requesting termination, not less than ninety (90) calendar days prior to the last day of operations, specifying the date of closing of the Academy, which date will not be earlier than the scheduled last day of the school year in which the notice was given.

Section 10.2. Termination by the University. The University may terminate this Contract before the end of the Contract Term as follows:

- (a) Termination Without Cause. Except as otherwise provided in subsections (b) or (c), the University, in its sole discretion, reserves the right to terminate this Contract before the end of the Contract Term for any reason provided that such termination shall not take place prior to the end of the school year in which the contract termination is requested. The Public Schools Academy Office shall provide notice of the termination to the Academy. If during the period between the University decision to terminate and the effective date of termination, the Academy has violated the Contract or Applicable Law, the University may elect to initiate suspension or revocation of the Contract as set forth in this Article X.
- (b) Termination Caused by Change in Applicable Law. Following issuance of this Contract, if there is a change in Applicable Law that the University, in its sole discretion, determines impairs its rights and obligations under the Contract or requires the University to make changes in the Contract that are not in the best interest of the University, then the University may terminate the Contract at the end of the Academy's school fiscal year in which the University'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.
- (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 may terminate this Contract at the end of the current school year.

The revocation procedures in Section 10.6 shall not apply to a termination of this Contract under this section.

Section 10.3. Contract Suspension. The University's process for suspending the Contract is as follows:

- (a) Public Schools Academy Office Director Action. If the PSAO Director determines that reasonable cause exists to believe that the Academy Board (i) has placed staff or students at risk; (ii) is not properly exercising its fiduciary obligations to protect and preserve the Academy's public funds and property; (iii) has lost its right to occupancy of the physical facilities described in Schedule 6, and cannot find another suitable physical facility for the Academy prior to the expiration or termination of its right to occupy its existing physical facilities; (iv) has failed to secure or has lost the necessary fire, health, and safety approvals as required by Schedule 6; (v) has willfully or intentionally violated this Contract or

Applicable Law; or (vi) has violated Section 10.5(e) or (f), the PSAO Director may immediately suspend the Contract, pending completion of the revocation procedures set forth in Section 10.6.

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

Section 10.4. Statutory Grounds for Revocation. In addition to the grounds for an automatic revocation of the Contract as set forth in Section 10.8, this Contract may also be revoked by the University upon a determination by the University, pursuant to the procedures set forth in Section 10.6, that one or more of the following has occurred:

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

Section 10.5. Other Grounds for Revocation. In addition to the statutory grounds for revocation set forth in Section 10.4 and the grounds for an automatic revocation of the Contract set forth in Section 10.8, the University may revoke this Contract, where the Academy fails to fulfill in proper manner its obligations under the Contract, or the Academy's violation of any of the explicit or implicit terms, conditions, covenants, promises, agreements, representations, requirements or warranties contained or incorporated into the Contract as determined by the University in its sole and absolute discretion .

In addition, the Contract may be revoked by the University pursuant to the procedures set forth in Section 10.6, upon a determination that one or more of the following has occurred:

- (a) The Academy is insolvent, has been adjudged bankrupt, or has operated for two or more school fiscal years with a fund balance deficit;
- (b) The Academy has insufficient enrollment to successfully operate a public school academy, or the Academy has lost more than fifty percent (50%) of its student enrollment from the previous school year;
- (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 Michigan Department of Licensing and Regulatory Affairs, Bureau of Commercial Services without first obtaining the PSAO's approval;
- (e) The Public Schools Academy Office Director discovers negligent, fraudulent or criminal conduct by the Academy's applicant(s), directors, officers, employees or agents in relation to their performance under this Contract; or
- (f) The Academy's applicant(s), directors, officers, employees or agents have provided false or misleading information or documentation to the PSAO in connection with the University'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; or
- (h) The University, its Trustees, officers, employees, agents or representatives are not included as third party beneficiaries under any Management Agreement entered into by the Academy for purposes of indemnifying such parties in accordance with Section 11.10 of the Terms and Conditions.
- (i) The Academy loses accreditation with the State.
- (j) The Academy is in default of any current or future purchase agreement or lease for the site.

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

- (a) Notice of Intent to Revoke. The PSAO Director, upon reasonable belief that grounds for revocation of the Contract exist, shall notify the Academy Board of such grounds by issuing the Academy Board a Notice of Intent to Revoke for non-compliance with the Contract or Applicable Law. The Notice of Intent to Revoke shall be in writing and shall set forth in sufficient detail the alleged grounds for revocation.
- (b) Academy Board's Response. Within thirty (30) days of receipt of the Notice of Intent to Revoke, the Academy Board shall respond in writing to the alleged grounds for revocation. The Academy Board's response shall be addressed to the PSAO 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 PSAO Director prior to a review of the Academy Board's response.

- (c) Plan of Correction. The PSAO Director shall review the Academy Board's response and determine whether the plan for correcting the deficiencies is reasonable ("Plan of Correction") and may adopt, modify or reject any of the Academy Board's response for correcting the deficiencies outlined in the Notice of Intent to Revoke. The Notice of Intent to Revoke shall be closed if the PSAO Director determines any of the following: (i) the Academy Board's denial of non-compliance is persuasive; (ii) the non-compliance set forth in the Notice of Intent to Revoke has been corrected by the Academy Board; or (iii) the Academy Board has successfully completed the Plan of Correction.
- (d) Plan of Correction May Include Conditions to Satisfy University Board's Contract Reconstitution Authority. As part of the Plan of Correction, the PSAO Director may 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) removal of 1 or more members of the Academy Board; (ii) termination of at-will board appointments of 1 or more Academy Board members; (iii) withdrawal of the Academy's authorization to contract with an ESP; or (iv) the appointment of a new Academy Board or a conservator/trustee to take over operations of the Academy. The PSAO shall notify the Superintendent of Public Instruction of any Plan of Correction that includes a reconstitution of the Academy to ensure that the Academy is not included on the list of school buildings subject to automatic closure under section 1280c of the Code.
- (e) Effective Date of Revocation. If the University determines to revoke the Contract, the revocation shall be effective on the date of the University act of revocation, or at a later date as determined by the University. Notwithstanding any provision contained herein to the contrary, the decision of the University to revoke or terminate this Contract is exclusively and absolutely within the discretion of the University, is final and is not subject to review by any court of the State, or otherwise.
- (f) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University after a decision by the University to revoke the Contract, may be withheld by the University or returned to the Michigan Department of Treasury upon request.

Section 10.7. Venue; Jurisdiction. The parties agree that all actions or proceedings arising in connection with this Contract will be tried and litigated only in the Circuit Court of Oakland County, Michigan, the Michigan Court of Claims or the Federal District Court for the

Eastern District of Michigan – Detroit. The parties hereby irrevocably accept for themselves and in respect of their property, generally and unconditionally, the jurisdiction of such courts. The parties irrevocably consent to the service of process out of any such courts in any such action or proceedings by the mailing of copies thereof by registered or certified mail, postage prepaid, to each such party, at its address set forth for notices in this Contract, such service to become effective ten (10) days after such mailing. The parties irrevocably waive any right they may have to assert the doctrine of forum non conveniens or to object to venue to the extent any proceedings is brought in accordance with this Section 10.7. This Section 10.7 shall not in any way be interpreted as an exception to the Academy’s covenant not to sue contained in Section 11.3 of these Terms and Conditions.

Section 10.8. Automatic Amendment or Revocation by State of Michigan. If the University 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 10.6, then this Contract shall automatically be amended to eliminate the Academy’s authority to operate certain age and grade levels at the site or sites identified in the State’s Automatic Closure Notice. If the State’s Automatic Closure Notice includes all of the Academy’s existing sites, then this Contract shall automatically be revoked at the end of the current school year in which the notice is received without any further action of the University or the Academy. The University’s revocation procedures set forth in Section 10.6 do not apply to an automatic revocation initiated by the State.

Following receipt of the State’s Automatic Closure Notice, the University 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 the elimination of certain age or grade levels at the identified site or sites, or if all of the Academy’s existing sites are included in 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 with a copy to the PSAO.

Section 10.9. 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 Public Schools Academy 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 Public Schools Academy 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 10.9 shall not in any way limit the rights of the University to terminate, suspend or revoke this Contract.

Section 10.10. Appointment of Conservator/Trustee. Notwithstanding any other provision of the Contract, when the University determines that conditions or circumstances exist

to lead the University to believe that the health, safety, educational or economic interest of the Academy or its students is at risk, the University may take immediate action against the Academy pending completion of the procedures described in Section 10.6. As part of a reconstitution, the University may appoint a conservator/ trustee to manage the day to day operations of the Academy in place of the Academy Board. A conservator/ trustee appointed by the University shall have all the powers and authority of the Academy Board under this Contract and Applicable Law. Upon the appointment of a conservator/ trustee, the appointment and term of office for each Academy Board member shall be suspended and the conservator/ trustee shall act in place of the Academy Board. If this section has been implemented and the University determines the revocation to be appropriate, the revocation shall become effective immediately upon such decision.

Section 10.11. Academy Dissolution Account. If the University terminates, revokes or fails to issue a new Contract to the Academy, the PSAO Director shall notify the Academy that, beginning thirty (30) days after notification of the University's decision, the University shall direct up to \$10,000 from each subsequent State School Aid Fund payment, not to exceed a combined total of \$30,000, to a separate Academy account ("Academy Dissolution Account") to be used exclusively to pay the costs associated with the wind up and dissolution responsibilities of the Academy. Within five (5) business days of the PSAO Director's notice, the Academy Board Treasurer shall provide the PSAO Director, in a form and manner determined by the PSAO, with account detail information and authorization to direct such funds to the Academy Dissolution Account. The Academy Dissolution Account shall be under the sole care, custody and control of the Academy Board, and such funds shall not be used by the Academy to pay any other Academy debt or obligation until such time as all the wind-up and dissolution expenses have been satisfied.

Section 10.12. Obligations of the Academy. If the University terminates, revokes or fails to issue a new contract to the Academy all facets of the operations will be taken to a logical stopping point, a fiscal and technical report, and final audit will be prepared by the Academy and delivered to the University and the State Board within thirty (30) days of such action, and vendors and other parties to whom the Academy owes funds for services or products under legal and valid contracts or agreement will be entitled to receive just and equitable compensation from the Academy for any work performed or products delivered.

ARTICLE XI

PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

Section 11.1. The Academy Budget. The Academy Board is responsible for establishing, approving, and amending an annual budget in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421, et seq. By July 1st of each year, the Academy Board shall submit to the Public Schools Academy Office a copy of its annual budget for the upcoming fiscal year. The budget must detail budgeted expenditures at the object level as described in the Michigan Department of Education's Michigan School Accounting Manual. In addition, the Academy Board is responsible for approving all revisions and amendments to the annual budget. Within 10 business days after Academy Board approval, revisions or amendments to the Academy's budget shall be submitted to the Public Schools Academy Office.

Section 11.2. Insurance. The Academy Board shall secure and maintain in its own name, as the “first named insured,” insurance coverage as required by the University’s insurance carrier.

The insurance must be obtained from a licensed mutual, stock, or other responsible company licensed to do business in the State of Michigan. The Academy may join with other public school academies to obtain insurance if the Academy Board finds that such an association provides economic advantages to the Academy, provided that each Academy maintains its identity as first named insured. The Academy shall list the University on the insurance policies as an additional insured as required by the University’s insurance carrier. The coverage provided to the University as an additional covered person or organization will be primary and noncontributory with the University’s insurance carrier. 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 for any reason other than nonpayment which would require a ten (10) day advance notice to the University. In addition, the Academy shall provide the Public School Academies Office copies of all insurance policies required by this Contract.

When changing insurance programs or carriers, the Academy must provide copies of the proposed policies to the Public School Academies Office at least thirty (30) days prior to the proposed change. The Academy shall not cancel or change its existing carrier without the prior review of the Public School Academies Office.

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

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

Pursuant to Section 3.6 of these Terms and Conditions, the University requires that any Educational Service Provider or employee leasing company that enters into a contract with the Academy must obtain insurance coverage similar to the insurance coverage that is currently required for the Academy. Accordingly, any agreement between the Academy and an Educational Service Provider or employee leasing company shall contain a provision requiring the Educational Service Provider or employee leasing company to comply with the coverage requirements recommended by the University’s insurance carrier. Furthermore, the agreement between the Educational Service Provider or employee leasing company and the Academy shall contain a provision stating that “in the event that the University’s insurance carrier recommends

any change in coverage by the Educational Service Provider or employee leasing company, the Educational Service Provider or employee leasing company agrees to comply with any changes in the type and amount of coverage as requested by the University or the University's insurance carrier within thirty (30) days after notice of the insurance coverage change."

Section 11.3. Legal Liabilities and Covenant Against Suit. The Academy acknowledges and agrees that it has no authority to extend the full faith and credit of the Oakland University Board of Trustees, Oakland University or any other authorizing body, or to enter into a contract that would bind the Oakland University Board of Trustees or Oakland University. The Academy also is limited in its authority to contract by the amount of funds obtained from the state school aid fund, as provided hereunder, or from other independent sources. The Academy hereby covenants not to sue the Oakland University Board of Trustees, Oakland University, or any of its Trustees, officers, employees, agents or representatives for any matters that arise under this Contract. The Oakland University Board of Trustees and Oakland University do not assume any obligation with respect to any person, be it Director, employee, agent, parent, guardian, student, or independent contractor of the Academy, and no person shall have the right or standing to bring suit against the Oakland University Board of Trustees or Oakland University, or any of its Trustees, employees, agents, or independent contractors as a result of the issuing, overseeing, suspending, terminating or revoking of this Contract, or as a result of not issuing a new Contract at the end of the term of this Contract.

Section 11.4. Lease or Deed for Proposed Single Site. The Academy shall provide to the Public Schools Academy Office copies of its lease or deed for the premises in which the Academy shall operate. A copy of the Academy's lease or deed shall be incorporated into this Contract under Schedule 6. Any subsequent amendments to an Academy real estate leasing agreement shall only be incorporated into this Contract pursuant to article IX of these Terms and Conditions.

Section 11.5. Occupancy and Safety Certificates. The Academy Board shall: (i) ensure that the Academy's physical facilities comply with all fire, health and safety standards applicable to schools; and (ii) possess the necessary occupancy and safety certificates for the Academy's physical facilities. The Academy Board shall not conduct classes until the Academy has complied with this Section 11.5. Copies of these certificates shall be incorporated into this Contract under Schedule 6.

Section 11.6. Criminal Background and History Checks; Disclosure of Unprofessional Conduct; Compliance with School Safety Initiative. The Academy shall comply with Section 1230 and 1230a of the Code concerning criminal background and criminal history checks for its teachers, school administrator(s), and for any other position requiring State Board approval. In addition, the Academy shall comply with Section 1230b of the Code concerning the disclosure of unprofessional conduct by persons applying for Academy employment. The Academy shall comply with Sections 1230c through 1230g of the Code. This Section 11.6 shall apply to such persons irrespective of whether they are employed by the Academy or employed by an educational service provider contracting with the Academy.

Section 11.7. Special Education. Pursuant to Section 1701a of the Code, the Academy shall comply with Article III, Part 29 of the Code, MCL 380.1701 et seq., concerning the provision of special education programs and services at the Academy.

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

Section 11.9. Nonessential Elective Courses. If the Academy Board elects to provide nonessential elective courses to part-time pupils at a nonpublic school building, the Academy shall comply with Section 166b of the State School Aid Act of 1979, as amended, MCL 388.1166b. Prior to providing instruction, the Academy Board shall ensure that the Academy has sufficient documentation to qualify for part-time pupil funding under the State School Aid Act. The provision of nonessential elective courses by the Academy shall be incorporated into this Contract as an amendment pursuant to Article IX of these Terms and Conditions.

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

“Indemnification of Oakland University. The parties acknowledge and agree that the Oakland University Board of Trustees, Oakland 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 Oakland University, Oakland University Board of Trustees and its members, and their respective 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 Oakland University, which arise out of or are in any manner connected with Oakland University Board of Trustees’ approval of the Academy’s application, Oakland University Board of Trustees’ consideration of or issuance of a Contract, the Academy Board’s or the Educational Service Provider’s preparation for and operation of the Academy, or which are incurred as a result of the reliance by Oakland University, Oakland University Board of Trustees or its members, or their respective officers, employees, agents or representatives, upon information supplied by the Academy Board or the Educational Service Provider, or which arise out of the failure of the Academy Board or the Education Service Provider to perform its obligations under the Contract or Applicable Law. The parties expressly acknowledge and agree that Oakland University, Oakland University Board of Trustees and its members, and their respective officers, employees, agents or representatives, or any of them, may commence legal action against either party to enforce its rights as set forth in this Agreement.”

“Agreement Coterminous With Academy’s Contract. If the Academy’s Contract issued by the Oakland University Board of Trustees is suspended, revoked or terminated, or a new charter contract is not issued to the Academy after expiration of the Contract, this Agreement shall automatically be suspended or terminated, as the case may be, on the same date as the Academy’s Contract is suspended, revoked, terminated or expires without further action of the parties.”

“Compliance with Academy’s Contract. The Educational Service Provider agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy’s obligations under the Academy’s Contract issued by Oakland 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 the information is available. Within thirty (30) days of receipt of this information, the Academy Board shall make the information available on the Academy’s website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this agreement.”

“Compliance with Section 12.18 of Contract Terms and Conditions. The Educational Service Provider shall make information concerning the operation and management of the Academy, including without limitation the information described in Schedule 4 of the Contract, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations Section 12.18(a) of the Contract Terms and Conditions.”

Section 11.11. Management Agreements. The Academy may enter into a Management Agreement with an ESP to contract out its administrative and/or educational functions and personnel. For purposes of this Contract, an employee leasing agreement shall be considered a Management Agreement, and an employee leasing company shall be considered an ESP. Prior to entering any Management Agreement with an ESP, the Academy shall submit a copy of the final draft Management Agreement to the Public Schools Academy Office in a form and manner consistent with the ESP policies of the Public Schools Academy Office which are incorporated into and be deemed part of this Contract. A copy of the final executed Management Agreement shall be included in this Contract under Schedule 5. The Public Schools Academy Office may, from time to time during the term of this Contract, amend the ESP policies and the amended policies shall automatically apply to the Academy without the need for any amendment under Article IX of these Terms and Conditions. The Public Schools Academy 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 Public Schools Academy Office in the same form and manner as a new Management Agreement.

ARTICLE XII

GENERAL TERMS

Section 12.1. Notices. Any and all notices permitted or required to be given hereunder shall be deemed duly given: (i) upon actual delivery, if delivery is by hand; or (ii) upon receipt by the transmitting party of confirmation or answer back if delivery is by email, facsimile or telegram; or (iii) upon delivery into United States mail if delivery is by postage paid first class mail. Each such notice shall be sent to the respective party at the address indicated below or to any other address or person as the respective party may designate by notice delivered pursuant hereto:

If to the Oakland University Board of Trustees:	PSAO Director Oakland University 420J Pawley Hall Rochester, Michigan 48309
If to the University General Counsel:	General Counsel Oakland University 203 Wilson Hall Rochester, MI 48309
If to the Academy:	Academy Board President Four Corners Montessori Academy 1075 East Gardenia Madison Heights, Michigan 48071

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 any local, state or federal law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

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

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

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

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

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

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

Section 12.9. Term of Contract. This Contract shall commence on the date first set forth above and shall remain in full force and effect for six (6) years until June 30, 2020, unless sooner terminated according to the terms hereof.

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

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

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

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

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

Section 12.15 Reliance on Warranties. The Academy represents and warrants, intending the University to rely thereon, that it is and will remain in compliance with Applicable Law and each provision of this Contract. The Academy further represents and warrants, intending the University to rely thereon, that it has obtained and will maintain all the licenses, authorizations and permits necessary in connection with the performance of its obligations under this Contract.

Section 12.16. University or PSAO General Policies on Public School Academies Shall Apply. Notwithstanding any provision of this Contract to the contrary, and with the exception of existing University or PSAO policies regarding public school academies which shall apply immediately, and general policies clarifying procedure and requirements applicable to public school academies under this Contract, as from time to time adopted or amended, will automatically apply to the Academy, provided they are not inconsistent with provisions of this Contract.

Section 12.17. Survival of Provisions. The terms, provisions, and representations contained in Section 11.2, Section 11.3, Section 12.10, Section 12.13 and any other provisions of this Contract that by their sense and context are intended to survive termination of this Contract shall survive.

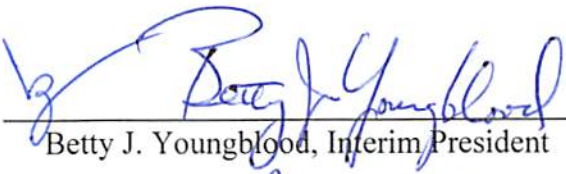
Section 12.18. Information Available to the Public.

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

Section 12.19. Termination of Responsibilities. Upon termination or revocation of the Contract, the University or its designee shall have no further obligations or responsibilities under this Contract to the Academy or any other person or persons in connection with this Contract.

As the designated representative of the Oakland University Board of Trustees, I hereby issue this Contract to the Academy on the date set forth above.

OAKLAND UNIVERSITY BOARD OF TRUSTEES

By: _____
Betty J. Youngblood, Interim President

Date: 30 June 2014

As the authorized representative of the Academy, I hereby certify that the Academy is able to comply with the Contract and all Applicable Law, and that the Academy, through its governing board, has approved and agreed to comply with and be bound by of the terms and conditions of this Contract.

FOUR CORNERS MONTESSORI ACADEMY

By: _____
_____, Academy Board President

Date: _____

As the designated representative of the Oakland University Board of Trustees, I hereby issue this Contract to the Academy on the date set forth above.

OAKLAND UNIVERSITY BOARD OF TRUSTEES

By: _____
Betty J. Youngblood, Interim President

Date: _____

As the authorized representative of the Academy, I hereby certify that the Academy is able to comply with the Contract and all Applicable Law, and that the Academy, through its governing board, has approved and agreed to comply with and be bound by of the terms and conditions of this Contract.

FOUR CORNERS MONTESSORI ACADEMY

By: *Meryl D. Watton*
_____, Academy Board President

Date: *June 30, 2014*

CONTRACT SCHEDULES

Schedules

Articles of Incorporation.....	1
Bylaws.....	2
Fiscal Agent Agreement.....	3
Oversight Agreement.....	4
Description of Staff Responsibilities.....	5
Physical Plant Description.....	6
Required Information for Public School Academy.....	7

CONTRACT SCHEDULE 1

ARTICLES OF INCORPORATION

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the RESTATED ARTICLES OF INCORPORATION - NONPROFIT

for

FOUR CORNERS MONTESSORI ACADEMY

ID NUMBER: 70449Y

received by facsimile transmission on August 19, 2014 is hereby endorsed.

Filed on August 19, 2014 by the Administrator.

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




Sent by Facsimile Transmission

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 19th day of August, 2014.

***Alan J. Schefke, Director
Corporations, Securities & Commercial Licensing Bureau***

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS BUREAU OF COMMERCIAL SERVICES		
Date Received		(FOR BUREAU USE ONLY)

Joseph B. Urban Clark Hill PLC 151 S. Old Woodward Avenue Suite 200 Birmingham MI 48009		
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EFFECTIVE DATE: 

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

RESTATED ARTICLES OF INCORPORATION
For Use by Domestic Nonprofit Corporations

OF

Four Corners Montessori Academy

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

The present name of the corporation is: Four Corners Montessori Academy.

The identification number assigned by the Bureau is: 70449Y

The Academy has not held any former names.

The date of filing of the original Articles was October 13, 2008.

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

ARTICLE I

The name of the corporation is: Four Corners Montessori Academy.

The authorizing body for the corporation is: Oakland University Board of Trustees ("University Board").

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ARTICLE II

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

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

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

3. These Articles shall be effective August 8, 2014 or when endorsed by the State of Michigan.

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: \$266,414 in fixtures and school equipment (including Montessori manipulatives and classroom books and supplies). This value is dated as of August 6, 2014.

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:

975 Three Mile Road
Grand Rapids, MI 49544

The mailing address of the registered office is the same. The name of the resident agent at the registered office is Mr. Sid Faucette.

ARTICLE V

The corporation is a public school academy and a governmental agency performing essential public purposes and governmental functions of the State of Michigan. .

ARTICLE VI

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

ARTICLE VII

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 VIII

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

ARTICLE IX

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

ARTICLE X

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

To the extent permitted by law, upon the dissolution of the corporation, the board shall after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation to the University Board for forwarding to the state school aid fund established under article IX, section 11 of the Constitution of the State of Michigan of 1963, as amended.

ARTICLE XI

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

The corporation, by a majority vote of its Board of Directors, may, at any time, propose specific amendments to these Articles of Incorporation or may propose a meeting to discuss potential revision to these Articles of Incorporation. The proposal will be made to the University Board through its designee. The University designee may review and approve amendments to these Articles of Incorporation, provided, however, if deemed material they must be reviewed and approved by the University's General Counsel, then by the University's Board of Trustees.

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

Amendments to the Articles of Incorporation take effect only after this process is completed and the Articles of Incorporation are 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 or its designee's approval of the amendment.

ARTICLE XII

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

ADOPTION OF ARTICLES

These Restated Articles of Incorporation were duly adopted on the 2nd day of April, 2014, in accordance with the provisions of Section 642 of the Act. These Restated Articles of Incorporation restate, integrate and do further amend the provisions of the Articles of Incorporation, and were duly adopted by the directors. The necessary number of votes were cast in favor of these Restated Articles of Incorporation.

Signed this 8th day of August, 2014

By: Cheryl D. Hatton
Name: Cheryl D. Hatton
Title: Board President

CONTRACT SCHEDULE 2

BYLAWS

AMENDED AND RESTATED BYLAWS
OF
FOUR CORNERS MONTESSORI ACADEMY

ARTICLE I

NAME

This organization shall be called Four Corners Montessori Academy (the “Academy” or “Corporation”).

ARTICLE II

FORM OF CORPORATION

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

ARTICLE III

OFFICES

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

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

ARTICLE IV

BOARD OF DIRECTORS

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

Section 2. University Board Resolution Establishing Method of Selection, Length of Term and Number of Academy Board Members. The method of selection and appointment, length of term, number of directors, oath of public office requirements, tenure, removal, resignation, compensation and prerequisite qualifications for members of the Academy Board shall comply with the resolution adopted by the Oakland University Board of Trustees (the "University Board").

ARTICLE V

MEETINGS

Section 1. Annual and Regular Meetings. The Academy Board shall hold an annual meeting each year, 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 Public School Academies Office and as required by the Open Meetings Act.

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

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

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

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

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

If less than a quorum is present at a meeting, a majority of the Academy Board then present can adjourn the meeting, providing such notice as is required under the Open Meeting Act.

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. If mailed, such notice shall be deemed to be delivered in the United States mail so addressed, with postage thereon prepaid. If notice is given by facsimile or electronic mail, such notice shall be deemed delivered when it is sent. 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, except where a Director attends a meeting for the express purpose of objecting to the transaction or any business because the meeting is not lawfully called or convened.

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) action in respect to the fixing of compensation for or the filling of vacancies on the Academy Board or in the offices of the Academy Board or committees created pursuant to this Section; (ii) amendments to the Articles of Incorporation or Bylaws; or (iii) any action the Academy Board cannot lawfully delegate under the Articles, the Contract, the Bylaws or Applicable Law. All committee meetings shall at all times be in compliance with the Open Meetings Act. Each committee shall fix its own rules governing the conduct of its activities and shall make such reports to the Academy Board of its activities as the Academy Board may request.

ARTICLE VII

OFFICERS OF THE BOARD

Section 1. Number. The officers of the Corporation shall be a President, Vice-President, Secretary, Treasurer, and such Assistant Treasurers and Assistant Secretaries or other officers as may be selected by the Academy Board.

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

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

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

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

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

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

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

the office of Treasurer and such other duties as from time to time may be assigned by the President or by the Academy Board.

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

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

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

ARTICLE VIII

CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS

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

Section 2. Loans. No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Academy Board. Such authority may be general or confined to specific instances. No loan, advance, overdraft or withdrawal by an officer or Director of the Corporation, other than in the ordinary and usual course of the business of the Corporation, shall be made or permitted. No loan entered into, by or on behalf of the Academy Board, shall in any way be considered a debt or obligation of Oakland University or impose any liability on Oakland University, the

University Board, its trustees, officers, employees or agents. To avoid creating or perpetuating circumstances in which the possibility of favoritism, conflicts of interest, or impairment of efficient operations may occur, the Corporation will not issue a debt instrument (e.g. loan agreement, promissory note, mortgage, line of credit, etc.) to any person employed by the Corporation or any person who serves on the Academy Board. This prohibition also applies to the issuance of a debt instrument to an entity owned or closely related to any Corporation employee or Academy Board member.

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

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

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

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

ARTICLE IX
INDEMNIFICATION

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

ARTICLE X
FISCAL YEAR

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

ARTICLE XI
AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by (a) obtaining 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, (b) meeting any additional requirements set forth in the Contract to charter between the Academy and the University Board and (c) obtaining the written approval of the changes or amendments by the University President or his designee. Amendments to these Bylaws take effect only after they have been approved by both the Corporation's Academy Board and by the University Board or its designee.

ARTICLE XI
CONTRACT DEFINITIONS

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

CERTIFICATION

The Academy Board certifies that these Amended and Restated Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by a majority vote of the Academy Board of Directors, a quorum being present, on the 2 day of April, 2014.


Secretary

CONTRACT SCHEDULE 3
FISCAL AGENT AGREEMENT

SCHEDULE 3

FISCAL AGENT AGREEMENT

This Agreement is part of the Contract issued by the Oakland University Board of Trustees ("University), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to Four Corners Montessori Academy, a public school academy.

Preliminary Recitals

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

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

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

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

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

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

"Agreement" means this Fiscal Agent Agreement.

"Fiscal Agent" means the University or an officer or employee of Oakland University.

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

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

"State" means the State of Michigan.

"State Treasurer" means the office responsible for issuing funds to public school academies 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 is the Fiscal Agent for the Academy for the limited purpose of receiving State School Aid Payments. By separate agreement, the University and the 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 a portion of its State School Aid Payments be forwarded by the Fiscal Agent to a third party account for the payment of Academy debts and liabilities, the Academy shall submit to the Charter Schools Office: (i) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid Payments; and (ii) a copy of a State School Aid Payment Agreement and Direction document that is in a form and manner acceptable to the Fiscal Agent.

ARTICLE III

STATE DUTIES

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

Section 3.02. Method of Payment. Each State School Aid Payment for the Academy will be made to the Fiscal Agent by the State Treasurer by issuing a warrant and delivering the warrant to the Fiscal Agent by electronic funds transfer into an account specified by the Fiscal Agent, or by such other means deemed acceptable to the Fiscal Agent. The State shall make State School Aid Payments at the times specified in the State School Aid Act of 1979, as amended.

ARTICLE IV

ACADEMY DUTIES

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

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

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

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

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

ARTICLE V

RECORDS AND REPORTS

Section 5.01. Records. The Fiscal Agent shall keep books of record and account of all transactions relating to the receipts and disbursements 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.

ARTICLE VI

CONCERNING THE FISCAL AGENT

Section 6.01. Representations. The Fiscal Agent represents that it has all necessary power and authority to enter into this Agreement and undertake the obligations and responsibilities imposed upon it in this Agreement and that it will carry out all of its obligations under this Agreement.

Section 6.02. Limitation of Liability. The liability of the Fiscal Agent to transfer funds to the Academy shall be limited to the amount of State School Aid Payments as are from time to time delivered by the State and the amount of Other Funds as delivered by the source of those funds.

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

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

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 Oakland University Board of Trustees to Four Corners Montessori Academy.

BY: Mary G. Martin
Mary G. Martin, Acting Director
Bureau of State and Authority Finance
Michigan Department of Treasury

Date: 12-4, 2014

CONTRACT SCHEDULE 4

OVERSIGHT AGREEMENT

SCHEDULE 4

OVERSIGHT AGREEMENT

This Agreement is part of the Contract issued by the Oakland University Board of Trustees ("University"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to Four Corners Montessori Academy (the "Academy"), a public school academy.

Preliminary Recitals

WHEREAS, the University, subject to the leadership and general supervision of the State Board of Education over all public education, is responsible for overseeing the Academy's compliance with the Contract and all Applicable Law,

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

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

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

"Agreement" means this Oversight Agreement.

"Compliance Certification Duties" means the Academy's duties set forth in Section 2.02 of this Agreement.

"Public Schools Academy Office" means the office designated by the University as the initial point of contact for public school academy applicants and public school academies authorized by the University. The Public Schools Academy Office is responsible for administering the Oversight Responsibilities with respect to the Contract.

"Oversight Responsibilities" means the University's oversight responsibilities set forth in Section 2.01 of this Agreement.

"State School Aid Payment" means any payment of money the Academy receives from the state school aid fund established pursuant to Article IX, Section 11 of the Michigan Constitution of 1963 or under the State School Aid Act of 1979, as amended.

ARTICLE II

OVERSIGHT AND COMPLIANCE CERTIFICATION RESPONSIBILITIES

Section 2.01. Oversight Responsibilities. The Public Schools Academy Office, as it deems necessary to fulfill the University Oversight Responsibilities, may undertake the following:

- a. Conduct a review of the Academy's audited financial reports as submitted, including the auditor's management letters, and report to the University any exceptions as well as any failure on the part of the Academy to meet generally accepted public sector accounting principles.
- b. Conduct a review of the records, internal controls or operations of the Academy to determine compliance with the Contract and Applicable Law.
- c. Conduct a meeting annually between the Academy Board of Directors and a designee of the University.
- d. Institute action pursuant to the terms of the Contract to suspend, revoke or amend the Contract.
- e. Monitor the Academy's compliance with the Contract, the Code, and all other Applicable Law.
- f. Request periodic reports from the Academy regarding any aspect of its operation, including, without limitation, whether the Academy has met or is achieving its targeted educational goals and applicable academic performance standards set forth in the Contract.
- g. Request evidence that the Academy has obtained the necessary permits and certificates of compliance to operate as a public school from the applicable governmental agencies, including, without limitation, the Michigan Department of Licensing and Regulatory Affairs, Bureau of Construction Codes and the Bureau of Fire Services, and local health departments.
- h. Determine whether the Academy has failed to abide by or meet the educational goals or applicable academic performance standards as set forth in the Contract.
- i. Provide supportive services to the Academy as deemed necessary and/or appropriate by the University Board or its designee.
- j. Evaluate whether the Michigan Educational Assessment Program(s), nationally recognized norm-referenced achievement test(s) or other assessment programs selected by the Academy are or have been appropriately administered to the Academy's student population, goals and programs.

k. Take other actions, as authorizing body, as permitted or required by the Code.

Section 2.02. Compliance Certification Duties. The Academy agrees to perform all of the following Compliance Certification Duties:

a. Submit information to the Public Schools Academy Office in accordance with the Master Calendar of Reporting Requirements adopted by the Public Schools Academy Office. The Master Calendar may be amended from time to time as deemed necessary by the Public Schools Academy Office Director.

b. Submit quarterly financial reports to the Public Schools Academy Office in a form and manner determined by the Public Schools Academy Office. Submit other financial reports as established by the Public School Academy Office.

c. Permit inspection of the Academy's records and/or premises at any reasonable time by the Public Schools Academy Office.

d. Report to the Public Schools Academy Office and General Counsel for the University within ten (10) business days of receipt of notice any litigation or formal proceedings alleging violation of any Applicable Law by the Academy.

e. Upon request, provide copies of information submitted to the Michigan Department of Education, the Superintendent of Public Instruction, or State Board of Education to the Public Schools Academy Office within ten (10) business days of submission .

f. Provide proposed minutes of all Academy Board of Directors' meetings to the Public Schools Academy Office no later than ten (10) business days after such meeting, and provide approved final minutes to the Public Schools Academy Office within five (5) business days after the minutes are approved.

g. Submit to the Public Schools Academy Office prior to the issuance of the Contract, copies of insurance policies evidencing all insurance as required by the Contract and proof of naming of University as an additional insured. The Public Schools Academy will properly maintain the necessary insurance certificates evidencing the insurance required by this Agreement.

h. Submit to the Public Schools Academy Office a copy of the Academy's lease, deed or other purchase arrangement for its physical facilities as required by the Contract.

i. Submit to the Public Schools Academy Office, copies of all fire, health and safety approvals required by Applicable Law for the operation of a school.

j. Submit annually to the Public Schools Academy Office, the dates, times and a description of how the Academy will provide notice of the Academy's pupil application and enrollment process. The Academy's pupil application and enrollment admission process must be conducted in a fair and open manner in compliance with the Contract and the Code. At a minimum, the Academy shall make a reasonable effort to advertise its enrollment openings by newspaper, mail, media, internet or other acceptable communication process. All Academy notices of the open enrollment period must include language that the open enrollment period includes evening and weekend times for enrolling students in the Academy. In addition, the Academy must set forth in all public notices the date for the holding of a random selection drawing if such a drawing becomes necessary.

k. Upon receipt from the Michigan Department of Licensing and Regulatory Affairs, Bureau of Construction Codes and the Bureau of Fire Services, the Academy shall submit to the Public School Academy Office a copy of any Certificate of Occupancy approval for the Academy's school facility outlined in Schedule 6. The Academy shall not occupy or use the school facility identified in Schedule 6 until such facility has been approved for occupancy by the Bureau of Construction Codes and the Bureau of Fire Services or other local authorized building department.

l. Submit to the Public Schools Academy Office copies of ESP agreements, if any, in compliance with the Contract and the Code.

m. By July 1st of each year, the Academy Board shall provide a copy of the Academy Board's public meeting schedule for the upcoming school year. The Academy Board's public meeting schedule shall include the date, time and location of the public meetings for the upcoming school year. Within ten (10) business days of Academy Board approval, the Academy Board shall provide a copy to the Public Schools Academy Office of any changes to the Academy Board public meeting schedule. All of the Academy Board's public meetings will be conducted in compliance with the Michigan Open Meetings Act, MCL 15.261, et seq.

n. Prior to December 31 of each year and whenever necessary thereafter, the Academy Board shall approve and submit a revised operating school budget that includes, without limitation, the following: (i) the total projected amount of state school aid revenues based on the Academy's September pupil membership count; (ii) revised personnel costs; (iii) any start-up expenses incurred by the Academy; and (iv) the total amount of short-term cash flow loans obtained by the Academy. The Academy will make budget revisions in a manner prescribed by law. Within ten (10) days of the Academy Board approving the budget (original and amended, if applicable), the Academy shall place a copy of that budget on the Academy's website within a section of the website that is accessible to the public.

o. Submit to the Public Schools Academy Office, the official enrollment of the Academy, once each semester after the official count date for the state of Michigan.

- p. Submit to the Public Schools Academy Office immediately upon receipt of the Academy Board, copies of any and all documents, materials and other items provided or submitted to the Academy Board, regardless of the identity of the party providing or submitting such information (unless the disclosure of such information would breach the Academy's attorney-client privilege), and regardless of whether such items are submitted or provided before, during or after an open or closed meeting of the Academy Board.
- r. Permit attendance of personnel of the Public School Academy Office or their designee(s) to the Academy Board's closed meeting sessions. The Academy will provide the Academy Office with reasonable notice of any such meeting.

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

Section 2.03. Waiver and Delegation of Oversight Procedures. The University or its designee and the Academy may agree to modify or waive any of the Oversight Duties or Compliance Certification Duties. The University may delegate its Oversight Duties, or any portion of its Oversight Duties, to an officer of the University or other designee.

ARTICLE III

RECORDS AND REPORTS

Section 3.01. Records. The Academy will keep records in which complete and correct entries shall be made of all Compliance Certification Duties conducted, and these records shall be available for inspection at reasonable hours and under reasonable conditions by the Public Schools Academy Office.

Section 3.02 Filing Place. All documents and information required to be filed with or submitted to the University pursuant to this Agreement will be submitted to the Public School Academy Office, School of Education and Human Services, Oakland University, 420 Pawley Hall, Rochester, MI 48309-4401.

ARTICLE IV

MISCELLANEOUS

Section 4.01. Administrative Fee. The Academy agrees to pay to the University an administrative fee of 3% of the State School Aid Payments received by the Academy. This fee shall be retained by the University from each State School Aid Payment received by the University Board for forwarding to the Academy. This fee shall compensate the University for overseeing the Academy's compliance with the Contract and all Applicable Law and other related activities for which compensation is permissible.

Section 4.02. Time of the Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Academy and the University by this Agreement.

ARTICLE V

TRANSPARENCY PROVISION

Section 5.01. Information to Be Made Publicly Available by the Academy and ESP.

A. Information to Be Made Publicly Available by the Academy. The following described categories of information are specifically included within those to be made available to the public and the Public Schools Academy Office by the Academy in accordance with Section 12.17(a) of the Terms and Conditions:

1. Copy of the Contract
2. Copies of the executed Constitutional Oath of public office form for each serving Director
3. List of currently serving Directors with name, address, and term of office
4. Copy of the Academy Board's meeting calendar
5. Copy of public notice for all Academy Board meetings
6. Copy of Academy Board meeting agendas
7. Copy of Academy Board meeting minutes
8. Copy of Academy Board approved budget and amendments to the budget
9. Copies of bills paid for amounts of \$10,000.00 or more as submitted to the Academy Board
10. Copy of the quarterly financial reports submitted to the Public Schools Academy Office
11. Copy of curriculum and other educational materials given to the Public Schools Academy Office
12. Copy of school improvement plan (if required)
13. Copies of facility leases, mortgages, modular leases and/or deeds
14. Copies of equipment leases
15. Proof of ownership for Academy owned vehicles and portable buildings
16. Copy of Academy Board approved ESP Agreement(s)

17. Copy of Academy Board approved services contract(s)
18. Office of Fire Safety certificate of occupancy for all Academy facilities
19. MDE letter of continuous use (if required)
20. Local County Health Department food service permit (if required)
21. Asbestos inspection report and Asbestos management plan (if required)
22. Boiler inspection certificate and lead based paint survey (if required)
23. Phase 1 environmental report (if required)
24. List of current Academy teachers and school administrators with names and addresses and their individual salaries as submitted to the Registry of Educational Personnel
25. Copies of administrator and teacher certificates or permits for all current administrative and teaching staff
26. Evidence of fingerprinting, criminal back-ground and record checks and unprofessional conduct check required by the Code for all Academy teachers and administrators
27. Academy Board approved policies
28. Copy of the annual financial audit and any management letters issued to the Academy Board
29. Proof of insurance as required by the Contract
30. Any other information specifically required under the Code

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

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

CONTRACT SCHEDULE 5

DESCRIPTION OF STAFF RESPONSIBILITIES

Description of Staff Responsibilities

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article III, Section 3.6., the Academy is authorized to employ or contract for personnel according to the position information outlined in this schedule. Before entering into an agreement with an educational service provider or an employee leasing company to provide services or to provide personnel to perform services or work at the Academy, the Academy Board must first comply with the Educational Service Provider Policies adopted by Public School Academy Office.

- Administrative Assistant
- Board Liaison/Area Superintendent
- Bookkeeper/Office Manager
- Custodian
- Instructional Aide
- Principal
- Social Worker
- Special Education Teacher
- Teacher



ADMINISTRATIVE ASSISTANT

Job Description

SUPERVISOR: Academy Administrator

CLASSIFICATION: Non-exempt, Full-time

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

ESSENTIAL PERFORMANCE RESPONSIBILITIES:

- Performs usual office routines.
- Handles and prepares correspondence for the Academy Administrator and Academy Board.
- Maintains student records as required by law in a secured and locked location.
- Receives and routes all incoming calls in a friendly, quick, efficient manner
- Demonstrates positive customer and community relations at all times with all people.
- Serves as the Academy Administrator's frontline representative.
- Processes enrollment and exit procedures on a daily basis for all students to update the academy's student information system.
- Compiles and maintains an up-to-date directory of students and staff throughout the year.
- Answers questions by students, parents and guardians pertaining to the student academic standing in a standard put forth by the principal.
- Maintains a log of visitors to the academy.
- Maintains a log of substitute teachers on site each day.
- Applies positive customer service to the role and is perceived as a team member by the staff.
- Write student tardy passes or detentions as requested by principal or academy administrator.
- Records each student's daily attendance.
- Records students' discipline data.
- Compile new student record files (CA60s) for any new incoming students. Contact previous school for request for records.
- Interact with all students with compassion.
- Call parents in case of any student injury or emergency as requested by Academy Administrator.
- Willing to put forth the effort to help any other office employee to keep the academy's office environment running in a smooth and efficient manner.
- Carry out other duties assigned by the Academy Administrator.

Mailing Address: PO Box 141493, Grand Rapids, MI 49514

Physical Address: 975 Three Mile Road NW, Suite 206, Grand Rapids, MI 49544

www.mi-choice.com

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REQUIREMENTS:

Minimum Requirements:

- Must be at least 18 years of age.
- High school diploma or equivalent.
- Excellent verbal and written expression.
- Demonstrate unwavering confidentiality at all times.
- Reputation for self-control and sound interpersonal skills.
- Exemplary work habits verified by previous employer.
- Computer skills in data processing, spreadsheets, data bases, and research.
- Solid record of punctuality.
- United States citizen.

Desired Requirements:

- Experience in a school setting with school-age children.
- Knowledge and skills working with At-Risk students.

WORK ENVIRONMENT:

The work environment is in a standard office setting including standard office equipment (fax, copier, phone, computer, etc.). The noise level in the work environment is usually low to moderate. While performing the duties of this job, the employee is regularly required to talk or hear. The employee is frequently required sit, use hands for fine manipulation, handle, and reach with hands and arms using a keyboard and video display terminal. The employee is required to walk, stand, stoop, kneel and crouch. The employee must regularly lift and/or move up to 10 pounds and occasionally up to 25 pounds. Specific vision abilities required by this job include close vision.

TERMS OF EMPLOYMENT:

Salary and work schedule established by Choice Schools and MIChoice Associates LLC and approved by the Academy Board via the annual school operating budget and calendar approval process.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify, and ICHAT clearance.

EVALUATION:

The Academy Administrator will evaluate job performance through systematic input from various primary internal and external stakeholders.

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STATEMENT OF UNDERSTANDING:

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions, and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

Signature of Employee

Date Signed

Printed Name of the Employee

Date Signed

Signature of Supervisor

Date Signed

Printed Name of Supervisor

Date Signed

BOARD LIAISON/AREA SUPERINTENDENT

Job Description

SUPERVISOR:	President/Chief Executive Officer or Designee
CLASSIFICATION:	Exempt, Full-time
SUPERVISES:	Principal/Headmaster Other School Site Employees as Assigned
JOB GOAL:	To provide positive and effective leadership in contract oversight and relationship building to include, but not be limited to the following: Administrative leadership to the Board of Directors, leadership of the site-based school management team, facilitation and leadership in the areas of human resources, finance, and support services.

ESSENTIAL PERFORMANCE RESPONSIBILITIES:

The Board Liaison serves as a critical liaison between Choice Schools Associates/MIChoice and the Board of Directors that have elected to contract with Choice Schools. The Board Liaison reports to the CEO, serves on the director level management team, and assists/advises company managers about the referenced operational areas stated below, and other areas as assigned.

Serves in an operations role for assigned academies and functions as the critical liaison to the Academy Board; assures performance within the areas delineated under CSA's management agreement, with the exception of curriculum, instruction, and assessment functions, for each assigned Academy. Specific responsibilities include, but are not limited to, the following:

Governance:

- Maintains strong relationships with authorizer, federal, and state officials to ensure compliance at all regulatory levels for each assigned school.
- Demonstrates a working knowledge of Board-Authorizer Charter Contract, Board Policies and Administrative Guidelines, Management Agreement, Choice Schools Employee Manual and Vital Operating Procedures, Code of Student Conduct, Family/Student Handbook, Academy Strategic Plan, and Communications/Marketing Plan;
- Understands and works within the Board governance structure with strong focus on serving the Board;
- Establishes and maintains positive relationships with the Board's legal counsel, independent auditor, and other service providers;
- Demonstrates a general knowledge and sensitivity to the unique culture of each Board
- Coordinates and supports strategic planning initiatives, including:
 - Supports Choice Schools and the Board as custodian of the strategic plan
 - Prepares presentations and metrics for strategic initiatives
 - Drives operational initiatives in support of strategic goals
 - Educates others about the Academy's strategic plan, Board actions and decision-making rationale, and strategic trends affecting the Academy
 - Serves as a resource of information for the Board

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MICHOICE



CHOICESCHOOLS
ASSOCIATES

- Exceeds authorizer, board, and governmental compliance requirements; monitors the Board-Authorizer contract compliance, amendments, and performance to ensure that services conform to the contract requirements
- Develops, prepares, distributes, and monitors Board meeting responsibilities, i.e., meeting posting, agenda preparation, posting, and distribution, minutes, and follow-up/follow-through
- Assists, upon request, the Board to identify potential candidates for the Board
- Ensures that Choice Schools core values and operating principles are effectively represented at Board meetings
- Acts as the liaison between the School Leader and staff, parents and community stakeholders, and other partners and the Board of Directors
- Manages communications and correspondence on behalf of the Board of Directors, including Board meeting minutes
- Follows up with Board members and special committees as needed
- Supports the Academy's—Board, employees, and Choice Schools/MIChoice—networking and advocacy goals and coordinates management of media releases

Finance & Operations:

- Demonstrates a general knowledge of all school operations including HR, finance, contracts, facilities, and governance
- Leads, inspires, and energizes employees to create a productive workplace, characterized by collaboration, trust, meaning, dignity, and sense of community
- Leads the development and implementation of tactical marketing programs and efforts
- Leads the Finance Department in developing, managing, and controlling the school operating budget within functions and objects and ensures that financial procedures are followed
- Assists in the support staff employment process—recruitment, selection, evaluation, and training to ensure outstanding support personnel in every school service area
- Maintains scope of authority, clear lines of communication and reporting, and communications protocol
- Maintains control of correspondence, data, and reports
- Works with Finance to facilitate the exploration, development, and application of competitive grants
- Provides oversight of technology planning and implementation at each assigned school
- Ensures that the building and grounds present a positive reputation for the Academy and that the community views the Academy as a safe, secure, and welcoming place
- Ensures that the physical and financial assets of the Academy are protected from loss and that inventories of physical assets are up to date
- Ensures that public inquiries and complaints are handled promptly, courteously, and fairly

Curriculum & Instruction:

- Works with the President/CEO to engage curriculum, instruction, and assessment support systems for the Academy's educational program and to coordinate evaluation of Principal/Headmaster and instructional staff with the Chief Personnel Officer

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- Ensures the timely collection and reporting of school performance data to the Board, staff and public by the Principal/Headmaster, Chief Instructional Officer, or designee

School Safety and Security:

- Ensures awareness and implementation of the School Safety Plan/Crisis Management Plan, including fire drills, tornado drills, and lockdown drills
- Administers traditional discipline practices within parameters of Board Policy and Code of Student Conduct

Other Responsibilities:

- Results and accountability oriented – contracts secured and strengthened
- Promotes good public relations for Choice Schools and its managed schools and promotes charter schools at all times.
- Provides support to the President and CEO on special operational projects as assigned;
- Works with CSA's Executive Leadership, Directors, Coordinators, and support staff to ensure open communication and best practice service delivery to all assigned schools
- Serves as a mentor in operations areas of responsibility to assigned Principals. Holds assigned Principals accountable for consistent delivery of support services

REQUIREMENTS:*Minimum Requirements:*

- Skills to manage personnel, programs, and fiscal resources
- Communicates effectively orally and in writing
- Good time management
- Implements creative solutions to problems
- Understands the broad context of Michigan's charter environment
- Understands the political environment and makes proper use of strategic thinking and planning
- Proven ability to work under strict time deadlines
- General understanding of research on effective schools, support staff development, grant writing, education law, board policies, and Choice Schools instructional model
- Technologically independent and has a basic understanding of school related management systems such as: Microsoft Office, Student Management System selected by the school, compliance system selected by the Authorizer, human resources, finance, and payroll system, School Reach, etc.
- Demonstrated ability to work under limited supervision; provide direction to others and make independent judgments
- Demonstrated ability to maintain accurate records, meet deadlines, communicate with individuals of varied cultural and educational backgrounds; exercise tact and discretion when handling highly sensitive and confidential issues

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Desired Requirements:

- Master's Degree from a regionally accredited educational institution preferred
- Director must have administrative certificate to participate in curriculum, instruction, and assessment responsibilities and to participate in teacher evaluation and school leader evaluation on instruction related and teacher evaluation duties

WORK ENVIRONMENT:

Frequent travel required Mileage to be reimbursed at the Federal rate if personal vehicle is used. Rental car available upon request provided personal driving history is satisfactory. Work will be performed in a school and office setting.

TERMS OF EMPLOYMENT:

Twelve month salary and work schedule established by Choice Schools Associates LLC in accordance with CSA Employee Manual.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify, and ICHAT clearance.

EVALUATION:

The Chief Executive Officer will evaluate job performance annually according to the following criteria:

Evaluation Criteria:

- Weekly report to CEO of noteworthy events, lingering situations, and need-to-know information; no surprises rule
- Accreditation Status: fully accredited
- Annual Audit: no management letter
- Enrollment: Board budgeted enrollment projection, 90% legacy students; parent satisfaction exceeds expectations on Parent Opinion Survey
- Board evaluation of management company (if done by the Board)
- Compliance: 95% - 100% standard of compliance with Authorizer and other bodies
- Effective management of the contract; contract strengthened with all stakeholders and evidenced adherence to CSA's guiding principles unless a prior exception has been granted

STATEMENT OF UNDERSTANDING:

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover

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or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

Signature of Employee

Date Signed

Printed Name of the Employee

Date Signed

Signature of Supervisor

Date Signed

Printed Name of Supervisor

Date Signed



BOOKKEEPER/OFFICE MANAGER

Job Description

SUPERVISOR: Academy Administrator

CLASSIFICATION: Exempt, Full-time

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

ESSENTIAL PERFORMANCE RESPONSIBILITIES:

OFFICE SERVICES:

- Complete compliance submission tasks as required by the academy's authorizer, state and federal standards.
- Organize compliance timelines and keep on task for each deadline.
- Demonstrate unwavering confidentiality at all times.
- Performs usual office routines as needed and required by principal.
- Performs secretarial and administrative support functions as needed.
- Design and implement office policies with approval by principal.
- Organizes office operations and procedures.
- Prepares accurate payroll information, including time sheets, to submit biweekly to corporate payroll department.
- Manages office operations including office and teacher coverage during open hours.
- Oversee the correct and mandatory information is available on the academy's website at all times.
- Handle and prepare correspondence for the Principal and Academy Board as requested.
- Collect all funds from such items as lunch, child care and fundraising on a daily basis.
- Complete deposit of all academy funds into bank on a regular schedule.

CUSTOMER SERVICE AND COMMUNITY RELATIONS:

- Present yourself in a positive and professional manner at all times.
- Demonstrate positive customer service and community relations with all people.
- Applies positive customer service to the role as Bookkeeper/Office Manager and is always perceived as a team member by the staff.
- Retain a positive attitude toward all students and families in a friendly and helpful manner.
- Answer questions by students, parents and guardians pertaining to the student academic standing in a standard put forth by the principal.
- Provides tours and information about the academy when inquired by community members.
- Shares responsibility for marketing the Academy in the community.

MAINTENANCE OF OFFICE RECORDS:

- Maintains student records and student enrollment information as required by law and local policy in a secured and locked location.

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- Prepares for audits as required and will be available on site to answer any questions by auditors for any compliance submission.
- Maintains the daily teacher attendance record and substitute teacher records.
- Processes enrollment and exit procedures for all students to keep student information system updated for all student compliance counts.
- Prepares all required reports in a timely manner to meet all deadlines set forth by authorizers, state and federal timelines.
- Maintains all appropriate records for compliance submissions.
- Keeps accurate record on students for lost and damaged textbooks, technology equipment, etc.
- Ensures accurate transfer of student files and records to other educational entities.
- Assumes other responsibilities assigned by the Administrator.

FINANCIAL RESPONSIBILITIES:

- Carries out financial operations at the academy level, including payroll, purchasing, and financial accounting as required by the corporate finance department.
- Participates with auditors in all pupil accounting audits with accurate information and records.
- Collects fines from students for any lost or damaged textbooks, technology equipment, etc. and deposit into bank on a regular basis.
- Maintains files on all purchase orders and verifies receipt of materials against packing slips. Checks packing slips against invoices for approval of payment to vendors.
- Maintains all vendor files including check copies for each payment made to vendor.
- Makes regular deposits to bank.

OPERATIONAL RESPONSIBILITIES:

- Operates all office equipment (telephones, computer, copier, fax machine, etc.).
- Maintains and replenishes office supply and classroom supply inventory as needed and as requested by principal.
- Support front office staff with all operations including answering phones, helping students and families.
- Assume responsibility for any office, finance, compliance questions from the principal.

OTHER:

- Assumes other duties assigned by the administrator of the academy and Choice Schools and MIChoice Schools Associates LLC.

REQUIREMENTS:

Minimum Requirements:

- High school diploma or equivalent.
- Bookkeeping experience.
- Excellent verbal and written expression.
- Excellent organizational skills.
- Ability to positively communicate with students, staff, and parents.
- Ability to hold oneself to the highest level of confidentiality.

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- Reputation of self-control and sound interpersonal skills.
- Exemplary work habits verified by previous employer.
- Must show positive and professional attitude and at all times.
- Computer skills in data processing, bookkeeping, spreadsheets, data bases, and research.
- Solid record of punctuality.
- Must be at least 18 years of age.
- Holds a current State of Michigan Driver's License.
- United States citizen.

Desired Requirements:

- Associates degree or at least five years in a bookkeeping profession preferred.
- Experience in a school setting with school-age children.

WORK ENVIRONMENT:

The work environment is in a standard office setting including standard office equipment (fax, copier, phone, computer, etc.). The noise level in the work environment is usually low to moderate. The lighting in the work environment is usually well lit and appropriate for an office setting.

TERMS OF EMPLOYMENT:

Salary and work schedule established by Choice Schools and MIChoice Associates LLC and approved by the academy board via the annual school operating budget and calendar approval process.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify, and ICHAT clearance.

EVALUATION:

The Academy Administrator will evaluate job performance through systematic input from various primary internal and external stakeholders.

STATEMENT OF UNDERSTANDING:

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

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Signature of Employee

Date Signed

Printed Name of the Employee

Date Signed

Signature of Supervisor

Date Signed

Printed Name of Supervisor

Date Signed

CUSTODIAN

Job Description

SUPERVISOR: Academy Administrator
CLASSIFICATION: Non-exempt, Full-time or Part-time
JOB GOAL: To provide students with a safe, attractive, comfortable, clean, and efficient educational setting.

ESSENTIAL 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 for the season and ensures economical usage of fuel, water, and electricity.
- Shovels, plows, and salts sidewalks, driveways, parking areas, and steps, as appropriate.
- Checks daily to ensure 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 daily the corridors after school, and during the day when the condition requires it.
- Daily scrubs, hoses down, and disinfects bathroom floors, and cleans all sanitary fixtures and drinking fountains.
- 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 and tree trimming, as necessary, to maintain the school grounds in a safe and attractive condition.
- Maintains all floors in a clean and attractive condition.
- Weekly cleans all chalkboards and marker boards.
- Makes minor building repairs.
- Promptly reports major repairs needed to the Administrator.
- Regularly maintains on a schedule of all motors and other mechanical equipment requiring scheduled servicing.
- Reports any damage to school property.

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- Remains on the school property during school hours, and during non-school hours when the use of the building has been authorized and attendance is required by the Administrator.
- Assumes responsibility for the opening and closing of the building each school day and for determining that all doors and windows are secured, and that all lights, except those left on for safety reasons, are turned off.
- Keeps an inventory of supplies, equipment, and fuel on hand.
- 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 Administrator.
- Complies with local laws and procedures for the storage and disposal of trash, rubbish, and waste.
- Assumes responsibility for the safe condition of outdoor structures.
- Conducts periodic inspections and tests of all electrical installations in the school to ensure their safe condition.
- Coordinates and works with volunteers in their efforts to beautify Academy grounds.
- Assumes other responsibilities assigned by the Administrator.

REQUIREMENTS:

Minimum Requirements:

- Must be at least 18 years of age.
- High school diploma or equivalent.
- Must have a clean background check.
- Passed a physical exam to certify being in good health and drug free.
- Demonstrate aptitude and competence for assigned responsibilities.
- Ability to work effectively with school personnel and students in a diverse school community.
- Solid record of punctuality.
- United States citizen, able to communicate in oral and written English.

Desired Requirements:

- Custodial experience in a school setting.
- Knowledge and skills working with At-Risk students.

WORK ENVIRONMENT:

While performing duties of this job, employee maybe required to walk, lift up to 100 pounds, climb, bend, reach, and kneel. While performing duties of this job, employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. Tasks may include

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working alone in the following situations: with ladders of various lengths, with equipment and chemicals, which can be hazardous when not properly handled, and up on rooftops.

TERMS OF EMPLOYMENT:

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LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify, and ICHAT clearance.

EVALUATION:

The Academy Administrator will evaluate job performance through systematic input from various primary internal and external stakeholders.

STATEMENT OF UNDERSTANDING:

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

Signature of Employee

Date Signed

Printed Name of the Employee

Date Signed

Signature of Supervisor

Date Signed

Printed Name of Supervisor

Date Signed

INSTRUCTIONAL AIDE

Job Description

SUPERVISOR: Academy Administrator, under supervision of the classroom teacher.

CLASSIFICATION: Non-exempt, Full-time or Part-time

JOB GOAL: Assist the classroom teacher in providing instruction to individual or small groups, carry out appropriate classroom activities, and maintain a disruption-free environment.

ESSENTIAL PERFORMANCE RESPONSIBILITIES:

CURRICULUM & INSTRUCTION:

- Assists the classroom teacher in preparing classroom or laboratory for instruction.
- Helps the classroom teacher prepare and distribute lesson materials.
- Instructs students under supervision of the classroom teacher.
- Assists the classroom teacher in maintaining individual student records when asked.
- Assists the classroom teacher in keeping the classroom neat, clean, and orderly to provide work and study areas conducive to learning.
- Uses resources effectively to support learning activities in the classroom, the Academy, and the community.
- Demonstrates exceptional classroom techniques, which include the art of questioning, clarity of assignments, communicating an atmosphere of mutual respect, independent thought and expression, and student and classroom teacher experiences in large and small groups.

CLASSROOM MANAGEMENT:

- Works cooperatively with parents' and guardians' confidence in the classroom teacher.
- Guides children in working and playing harmoniously with other children.
- Demonstrates genuine concern for students in a climate characterized by high personal and student expectations.
- Promotes responsible citizenship through actions as a 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.

STUDENT ACQUISITION & RETENTION:

- Shares responsibility for marketing the Academy in the community.

PROFESSIONAL DEVELOPMENT & LEADERSHIP:

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- Participates in the development of policies and regulations that affect instruction and conditions of success.
- Shares responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy.
- Conducts himself or herself according to professional, ethical principles.
- Displays personal qualities, which reflect favorably upon the individual, the group, and the Academy.
- Assumes other responsibilities assigned by the Administrator.

FACILITIES

- Assumes responsibility for the orderliness of the learning environment and the appropriate and safe use of instructional facilities and equipment.

REQUIREMENTS:*Minimum Requirements:*

- Complete at least two years of study at an institution of higher education (equal to 60 semester hours); or obtain an associate's degree (or higher).
- Meet the highly qualified requirements according to the No Child Left Behind Act.
- Ability to communicate with students, staff, and guardians in a professional manner.
- Excellent verbal and written expression using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.
- Strong interpersonal skills.

Desired Requirements:

- Valid Michigan teaching certification.
- Knowledge and skills working with At-Risk students.
- Experience in educational setting with school-age children.

WORK ENVIRONMENT:

While performing duties of this job, the employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. The lighting in the work environment is usually well lit and appropriate for a classroom setting.

TERMS OF EMPLOYMENT:

Salary & work schedule established by Choice Schools Associates LLC and approved by the Academy Board via the annual school operating budget and calendar approval process.

**LEGAL REQUIREMENTS:**

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify, and ICHAT clearance.

EVALUATION:

The Academy Administrator and classroom teacher will evaluate job performance through systematic input from various primary internal and external stakeholders.

STATEMENT OF UNDERSTANDING:

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

Signature of Employee

Date Signed

Printed Name of the Employee

Date Signed

Signature of Supervisor

Date Signed

Printed Name of Supervisor

Date Signed

Updated December 2013

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PRINCIPAL

Job Description

SUPERVISOR:	Board Liaison of Choice Schools Associates LLC
SUPERVISES:	Staff members designated by Choice Schools Associates LLC
CLASSIFICATION:	Exempt, Full-time
JOB GOAL:	To provide leadership to ensure the achievement of education, business management, school development, parent involvement, customer services, and accountability goals. To create excellent conditions for working and learning, and to improve student achievement, parent satisfaction, and community support.

ESSENTIAL PERFORMANCE RESPONSIBILITIES:

SCHOOL DEVELOPMENT:

- Leads the implementation of activities to meet and exceed the measurable goals for the Academy.
- Prepares or oversees the preparation of reports, lists, and all other paperwork for which the Principal is responsible.
- Assumes responsibility for observance of Academy Board policies and regulations.
- Budgets school time to provide for efficient use of time for instruction and business.
- Establishes a master schedule to ensure compliance with instructional time requirements and Academy.
- Leads the ongoing development of the instructional program and student activities program.
- Keeps the Board Liaison informed of routine matters related to administration and instruction, and events and activities of an unusual nature.
- Serves as an ex officio member of all committees and councils within the Academy and attends meetings as required by Choice Schools.
- Assist with annual school development plans consistent with the school's charter contract.

STUDENT ACHIEVEMENT:

- Supervises the maintenance of accurate records of student progress and attendance of students.
- Systematically use formative assessment data to guide learning support and drive instruction, curriculum and professional development.

- Provide curriculum that is structured in a manner designed to help the school and students achieve the required objectives of the Common Core Curriculum, state standardized testing requirements, authorizer requirements, and the federal “No Child Left Behind Program.”

SCHOOL CULTURE AND BEHAVIOR:

- Establishes and maintains an effective learning climate in the school.
- Maintain active relationships with students and guardians.
- Maintains high standards of student conduct and enforces the Code of Student Conduct firmly, fairly, and consistently in total compliance with due process procedures.
- Designs and carries out a comprehensive student activities program to recognize student achievement and to create opportunities for student participation in school sponsored organizations.
- Makes arrangements for conferences and facilitates meetings between parents and teachers when needed.
- Creates a school culture in which collaboration and collegiality guide relationships and decision making.
- Provides adequate inventories of real and personal property under his or her jurisdiction for the security and accountability for that property.
- Supervises and evaluates the Academy’s extracurricular programs.

MANAGEMENT AND DEVELOPMENT OF PEOPLE, SYSTEMS, AND RESOURCES:

- 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, enrollment in advanced courses, by reading professional journals and other leadership or management publications, and by discussing problems of mutual interest with others in the field.
- Supervises professional, instructional aides, administrative, and nonprofessional personnel of the Academy.
- Assists in the recruiting, screening, hiring, training, assigning, and evaluating the Academy’s staff according to state and Choice Schools Associates guidelines.
- Follows Criminal History Record Information policies and requirements and serves as the Authorized Representative.
- Provides comprehensive onboarding plans for new staff 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 the discipline and or removal of an employee whose work performance is unsatisfactory to the Board Liaison.

- Delegates responsible personnel to assume responsibility for the Academy in the absence of the Principal.

FINANCIAL MANAGEMENT

- Assists in the management and preparation of the Academy's budget.

OPERATIONS

- Supervises the maintenance of all required building records and reports.
- Coordinates all services of the Academy, including transportation, food service, playground supervision and safety, special services, etc.
- Assumes responsibility for the use, safety, administration of the school buildings and grounds.
- Plans and supervises fire drills, tornado drills, the emergency preparedness program, and other safety and security regulations.

STUDENT RECRUITMENT AND ADMISSION

- Develops and implements a yearly marketing and recruiting plan to attract students to the school.
- Works collaboratively with CSA's marketing department to develop and implement marketing and recruiting plan.

COMMUNITY RELATIONS

- Cooperates with college and university officials regarding teacher training and preparation.
- Assumes responsibility for all official Academy correspondence and news release approved by the Board Liaison.
- Establishes and maintains relationships with local community groups and individuals to foster understanding and solicit support for overall Academy objectives and programs, interpret Academy Board policies and administrative directives, and discuss and resolve individual student problems.

OTHER

- Assumes other responsibilities as assigned by the Board Liaison.

REQUIREMENTS:

Minimum Requirements:

- Current Michigan School Administrator certification or enrolled in an MDE-approved Principal Preparation Program leading to School Administrator certification within six months after start of employment.
- Knowledge and skills working with At-Risk students.
- Able to use technology as an instructional tool in the classroom, as a means of analyzing academic achievement data, and as a tool to aid an effective communications.
- Excellent verbal and written communication using proper grammar and vocabulary.

- Exemplary work habits verified by previous employers.
- Successful experience as a teacher and/or school leader
- Strong interpersonal skills.

WORK ENVIRONMENT:

While performing duties of this job, the employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. The lighting in the work environment is usually well lit and appropriate for a classroom setting.

TERMS OF EMPLOYMENT:

Salary and work schedule established by Choice Schools Associates LLC and approved by the Academy Board via the annual school operating budget and calendar approval process.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify, and ICHAT clearance.

EVALUATION:

The Board Liaison and designated Choice Schools Associates LLC employees evaluate job performance through systematic input from various primary internal and external stakeholders.

STATEMENT OF UNDERSTANDING:

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

Signature of Employee

Date Signed

Printed Name of the Employee

Date Signed

Signature of Supervisor

Date Signed

SOCIAL WORKER

Job Description

SUPERVISOR: Academy Administrator, Education Programs, Licensed Residential Programs
SUPERVISES: Students, Instructional Aides, volunteers, assigned support staff, and Code of Student Conduct.
CLASSIFICATION: Exempt, Full-time
JOB GOAL: To promote understanding of the emotional and social development of children and the influences of family, community, and cultural differences on student success along with the implementation of effective intervention strategies.

ESSENTIAL PERFORMANCE RESPONSIBILITIES:

ASSESSMENT OF STUDENT, FAMILY AND SCHOOL NEEDS:

- Conducts assessments and evaluations in accordance with family and student rights.
- Uses student, family, and school assessment results to identify needs that affect student learning.
- Provides social work counseling to students and parents.
- Provides psycho-social assessment and diagnosis of behavior disabilities with recommendations and/or environmental manipulations at the school, home, and/or community with periodic reevaluations.
- Evaluates transcripts; participates, as requested, in planning, implementation and follow-up phases of proficiency testing.
- Participates in Child Study Process and Individual Education Plan (IEP) process as required.

ADVOCACY:

- 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.

CONSULTATION AND COLLABORATION:

- Participates in case conferences involving cooperation with other pupil personnel workers, school personnel, and community agencies.
- Acts as a consultant to resolve problems concerning issuance of credits.
- Work with students on an individual basis in seeking solution to personal problems related to such areas as home and family relations, health, and emotional adjustment.

PROGRAM PLANNING, IMPLEMENTATION, AND EVALUATION:

- Participates in the development of policies and regulations that affect instruction and conditions of success.
- Works cooperatively with the Health Education Teachers to carry out the Academy's sex education program.

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- Provides in-service training for staff in guidance programs and in student conflict resolution and self-awareness programs.
- Assumes other responsibilities assigned by the Administrator.

ACCOUNTABILITY:

- Conforms to the National Association of Social Work (NASW), Code of Ethics, and Standards for School Social Work practice.
- Assumes responsibility for the orderliness of the learning environment and the appropriate and safe use of instructional facilities and equipment.
- Maintains and administers the student records system according to the Academy, state, and federal regulations and protects the system's confidentiality.
- Organizes time, resources, energy, and workload in order to meet responsibilities.
- Participates in appropriate professional development activities to improve knowledge and skills.

REQUIREMENTS:*Minimum Requirements:*

- Valid state certificate as School Counselor, or School Social Worker.
- Demonstrated competence in all areas of focus.
- Social work case reporting and writing skills.
- Ability to counsel students, parents, and staff, individually and in groups.
- Excellent verbal and written expression using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.
- Strong interpersonal skills.

Desired Requirements:

- Knowledge and skills of the IEP process.
- Knowledge and skills working with At-Risk students.

WORK ENVIRONMENT:

While performing duties of this job, the employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. The lighting in the work environment is usually well lit and appropriate for a classroom setting.

TERMS OF EMPLOYMENT:

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**LEGAL REQUIREMENTS:**

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify, and ICHAT clearance.

EVALUATION:

The Academy Administrator and designated Choice Schools Associates LLC employees evaluate job performance through systematic input from various primary internal and external stakeholders.

STATEMENT OF UNDERSTANDING:

I have reviewed this job description with my Supervisor. I understand the requirements, essential functions and duties of this position. I also understand that this job description is not designed to cover or contain a comprehensive listing of activities, duties or responsibilities that are required of me as an employee.

Signature of Employee

Date Signed

Printed Name of the Employee

Date Signed

Signature of Supervisor

Date Signed

Printed Name of Supervisor

Date Signed



SPECIAL EDUCATION TEACHER

Job Description

SUPERVISOR:	Academy Administrator
SUPERVISES:	Students, Instructional Aides, volunteers, assigned support staff, and Code of Student Conduct.
CLASSIFICATION:	Exempt, Full-time
JOB GOAL:	To provide students with a first class learning experience, contributing to their development as enlightened and responsible citizens and as leaders in their communities, while sharing a commitment to the success of the missions, goals, and objectives of the Academy.

ESSENTIAL PERFORMANCE RESPONSIBILITIES:

CURRICULUM & INSTRUCTION:

- Accepts responsibility for the achievement of students.
- Implements the program outlined in the student's Individualized Education Program (IEP) in the least restrictive environment.
- Prepares for annual IEP's in a timely manner (completing forms, sending invitations to attendees and scheduling meetings).
- Prepares for three-year re-evaluations in a timely manner (testing, completing forms, sending invitations to attendees and scheduling of meeting times).
- Demonstrates ability to write effective Behavior Plans.
- 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 creative 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.
- Works cooperatively with teachers to incorporate Academy's inclusion model.
- Uses resources effectively to support learning activities in the classroom, the Academy, and the community.
- Demonstrates exceptional classroom techniques, which include the art of questioning, clarity of assignments, communicating, an atmosphere of mutual respect, independent thought and expression, and student and teacher experiences in large and small groups.

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MAINTAIN STUDENT RECORDS:

- Evaluates all student records for current IEP needs as records arrive.
- Maintains accurate Special Education student records as required by law and local policy.

CLASSROOM MANAGEMENT:

- Works cooperatively with parents and generates parents' confidence in the teacher.
- Maintains a comfortable learning environment for students whether in a pullout situation or mainstream setting.
- Demonstrates genuine concern for students in a climate characterized by high personal and student expectations.
- Promotes good citizenship through actions as a 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.

STUDENT ACQUISITION & RETENTION:

- Shares responsibility for marketing the Academy in the community.

PROFESSIONAL DEVELOPMENT & LEADERSHIP:

- Participates in the development of policies and regulations that affect instruction and conditions of success.
- Works with classroom teachers to provide resources and training to best meet students' IEP needs.
- Uses technology effectively for instruction, record keeping, administrative tasks, and communications.
- Shares responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy.
- Conducts himself or herself according to professional, ethical principles.
- Continually strives to improve classroom methods, teaching techniques, and interpersonal relationships.
- Displays personal qualities, which reflect favorably upon the individual, the group, and the Academy.
- Displays pride in being a teacher and a member of the Academy.

FACILITIES:

Assumes responsibility for the orderliness of the learning environment and the appropriate and safe use of instructional facilities and equipment.

OTHER:

- Assumes other responsibilities assigned by the Administrator.

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REQUIREMENTS:

Minimum Requirements:

- Valid Michigan teaching certificate with endorsements in appropriate grade and subject levels meeting the highly qualified requirements of No Child Left Behind Act.
- Demonstrated competence as a teacher in all areas of focus.
- Able to use technology as an instructional tool in the classroom, as a means of analyzing academic achievement data and as a tool to aid an effective communications.
- Excellent verbal and written expression using proper grammar and vocabulary.
- Exemplary work habits verified by previous employers.
- Strong interpersonal skills.

Desired Requirements:

- Knowledge and skills working with At-Risk students.

WORK ENVIRONMENT:

While performing duties of this job, the employee is exposed to weather conditions prevalent at the time. The noise level in the work environment is usually moderate. The lighting in the work environment is usually well lit and appropriate for a classroom setting.

TERMS OF EMPLOYMENT:

Salary and work schedule established by Choice Schools Associates LLC and approved by the Academy Board via the annual school operating budget and calendar approval process.

LEGAL REQUIREMENTS:

Criminal Records Check, Unprofessional Conduct Disclosure Release, Sex Offender Registry Clearance, Employment Eligibility Verification using e-verify, and ICHAT clearance.

EVALUATION:

The Academy Administrator and designated Choice Schools Associates LLC employees evaluate job performance through systematic input from various primary internal and external stakeholders.

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STATEMENT OF UNDERSTANDING:

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Signature of Employee

Date Signed

Printed Name of the Employee

Date Signed

Signature of Supervisor

Date Signed

Printed Name of Supervisor

Date Signed

TEACHER

Job Description

SUPERVISOR:	Academy Administrator
SUPERVISES:	Students, Instructional Aides, volunteers, assigned support staff, and Code of Student Conduct.
CLASSIFICATION:	Exempt, Full-time
JOB GOAL:	To provide students with a first class learning experience that contributes to their development as enlightened and responsible citizens and as leaders in their communities, while sharing a commitment to the success of the missions, goals, and objectives of the Academy.

ESSENTIAL PERFORMANCE RESPONSIBILITIES:

CURRICULUM & INSTRUCTION:

- 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 the learning styles and abilities of students.
- Uses creative 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 Academy, and the community.
- Demonstrates exceptional classroom techniques, which include the art of questioning, clarity of assignments, communicating, an atmosphere of mutual respect, independent thought and expression, and student and teacher experiences in large and small groups.

CLASSROOM MANAGEMENT:

- Works cooperatively with guardians and generates guardians' confidence in the teacher.
- Demonstrates genuine concern for students in a climate characterized by high personal and student expectations.
- Promotes responsible citizenship through one's actions as a role model.
- Provides a classroom atmosphere based on the principles of firm, fair, and consistent practices, respect for individual children, and the development of responsible citizenship.

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STUDENT ACQUISITION & RETENTION:

- Shares responsibility for marketing the Academy in the community.

PROFESSIONAL DEVELOPMENT & LEADERSHIP:

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- Uses technology effectively for instruction, record keeping, communication and other administrative tasks.
- Shares responsibility for professional, cooperative staff relations and for out-of-class activities important to the operation of the Academy.
- Conducts himself or herself according to professional and ethical principles.
- Continually strives to improve classroom methods, teaching techniques, and interpersonal relationships.
- Displays personal qualities, which reflect favorably upon the individual, the group, and the Academy.
- Displays pride in being a teacher and a member of the Academy.
- Assumes other responsibilities assigned by the Administrator.

FACILITIES

- Assumes responsibility for the orderliness of the learning environment and the appropriate and safe use of instructional facilities and equipment.

REQUIREMENTS:*Minimum Requirements:*

- Valid Michigan teaching certificate with endorsements in appropriate grade and subject levels, meeting the highly qualified requirements of No Child Left Behind Act.
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EVALUATION:

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STATEMENT OF UNDERSTANDING:

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Signature of Employee

Date Signed

Printed Name of the Employee

Date Signed

Signature of Supervisor

Date Signed

Printed Name of Supervisor

Date Signed

AMENDED MANAGEMENT SERVICES AGREEMENT

This Amended Management Services Agreement (the "Agreement") is made and entered into this ___ day of ___, 2013, (the "effective date), by and between Choice Schools Associates, L.L.C., a Michigan limited liability company ("Choice), and the Four Corners Montessori Academy (the "Academy"), a body corporate and public school academy organized under the Michigan Revised School Code (the "Code").

WHEREAS, The Academy has operated a public school academy since July 1, 2009 under the direction of the Academy Board (the "Board") pursuant to a contract (the "Contract") issued by the Board of Trustees of Oakland University (Oakland"); and

WHEREAS, Choice is a limited liability company providing educational and managerial services to public school academies that has the ability to implement a comprehensive educational program and management methodologies for the Academy; and

WHEREAS, The Academy desires to engage Choice as of the effective date to perform certain services related to the Academy's educational program and operations.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

ARTICLE I

CONTRACTUAL RELATIONSHIP

A. **Authority.** The Academy has been granted the Contract by Oakland to organize and operate a public school academy, together with the powers necessary for carrying out the educational program set forth in the Contract. The Academy is authorized by law to contract with a private entity to provide educational management services, provided that no provision of such a contract shall be effective if it would prohibit the Board from acting as an independent, self-governing public body, allow public decisions to be made other than in compliance with the Open Meetings Act, or interfere with the Board's constitutional duty to exercise its statutory, contractual and fiduciary obligations governing the operation of the Academy.

B. **Delegated Authority.** Acting under and in the exercise of such authority, the Academy hereby delegates to Choice, to the extent permitted by law, specified functions relating to the provision of educational services and the management and operation of the Academy; provided, however, that, this Agreement is subject to all the terms and conditions of

the Contract. In the event of any inconsistency between provisions of this Agreement and provisions of the Contract, the provisions of the Contract shall prevail.

C. **Status of the Parties.** Choice is a Michigan limited liability company and is not a division or a part of the Academy. The Academy is a body corporate and governmental entity authorized by the Code, and is not a division or part of Choice. The relationship between Choice and the Academy is based solely on the terms of this Agreement. The parties to this Agreement acknowledge that Choice's relationship with the Academy is that of an independent contractor, and that except as expressly set forth in this Agreement, no employee of Choice shall be deemed to be an agent or employee of the Academy. Choice will be solely responsible for its acts and the acts of its agents, employees and subcontractors.

D. **Designation of Agents.** The Board shall by policy designate those employees of Choice identified as having a legitimate educational interest in viewing educational record information protected by 20 U.S.C. § 1232g, the Family Educational Rights and Privacy Act ("FERPA") as school officials. Except as set forth in this Paragraph or as expressly acknowledged in writing by the Board, no employee of Choice shall be deemed to be an agent of the Academy. This limited agency shall be disclosed in the Academy's annual FERPA notice.

ARTICLE II

TERM

A. **Term.** This Agreement shall become effective July 1, 2009, and shall be for five academic years commencing on July 1, 2009 and ending on June 30, 2014, subject to continuation of the Contract and continued receipt of State School Aid. The Contract is effective through June 30, 2014 and the parties recognize that during the reauthorization process Oakland may condition an extension of the Contract upon modifications to this Agreement and agree to negotiate such modifications in good faith.

B. **Revocation or Termination of Academy's Contract.** If the Academy's Contract issued by the University Board 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 by the parties.

ARTICLE III

FUNCTIONS OF MICHoice

A. **Responsibility.** Under the direction of the Board, Choice shall be responsible for the management, operation, administration, and education at the Academy. Such functions include, but are not limited to:

1. Implementation and administration of the Educational Program;
2. Curriculum improvement services;
3. Student environment management and community outreach/marketing services;
4. Computer and technology services and consulting;
5. Budget preparation and financial management services;
6. Accounting and bookkeeping services;
7. Risk management;
8. Accounts payable;
9. Acquisition of instructional and non-instructional material, equipment and supplies in accordance with Board oversight and the Contract;
10. Selection, employment and supervision of all teachers and staff and related personnel management services (recordkeeping, wage and benefits administration, training and technical assistance) necessary to support those employees;
11. Food service management, bidding and procurement, including free and reduced lunch;
12. Transportation management;
13. Facilities maintenance and operation;
14. Preparation of required local, state and federal reports, including reports required under the contract to Oakland;
15. Information and technology system development and management;
16. Preparation of applications for grants and special programs;
17. Securing funding sources for special programs and facility improvements;
18. Operation of the school facility and the installation of technology integral to school design, including reasonable assistance with the location,

selection and evaluation of a facility from which the Academy will conduct operations;

19. Administration of extra-curricular and co-curricular activities and programs;
20. Preparation of suggested regulations governing operations of the Academy and, upon Board approval of same, promulgation of related regulations;
21. Provision of special education services to students who attend the Academy in conformity with the requirements of state and federal laws and applicable regulations and policies;
22. Preparation, with the Board, of strategic plans for the continuing educational and financial benefit of the Academy;
23. Implementation of an ongoing public relations strategy for the development of beneficial and harmonious relationships with other organizations and the community;
24. Preparation and, following Board adoption, enforcement of student codes of conduct;
25. Any other function necessary or expedient for the administration of the Academy with approval from the Board.

B. Educational Goals and Program. Under the direction of the Board, Choice shall implement the educational goals and programs set forth in the Contract, and established by the Board including but not limited to methods of pupil assessment, admission policy and criteria, school calendar and school day schedule, age and grade classifications or pupils to be enrolled, and methods to be used to monitor performance towards targeted educational outcomes. In the event that Choice determines that it is advisable to modify the educational goals and program set forth in the Contract, Choice will provide written notification to the Board specifying the changes it recommends and the reasons for the proposed changes. No changes in the educational goals and programs shall be implemented without the prior approval of the Board and Oakland. Choice shall provide the Board with periodic written reports specifying the level of achievement of each of the Academy's educational goals set forth in the Contract and detailing its plan for meeting any educational goals that are not being attained. These reports will be submitted to the Board enough time prior to the Board's regular meeting in January and July each year to allow the Board sufficient time to review the reports prior to those meetings , and at such other times as specified in Board policy as the same may

be changed from time to time. All educational programs and goals shall be in compliance with the Contract and applicable state and federal laws, rules and regulations.

C. **Subcontracts.** It is anticipated that Choice will utilize subcontractors to provide some of the services it is required to provide to the Academy, including but not limited to transportation and/or food service. Choice shall not subcontract the management, oversight or operation of the teaching and instructional program, without the prior approval of the Board. Board approval of other subcontracts is not required unless the cost for these subcontracted services exceeds the funds appropriated for that purpose in the Academy's approved budget. Choice will endeavor to provide the Board with notification of the proposed terms of any subcontract and the appropriation(s) from which it will be paid prior to entering into the subcontract. Choice, by subcontracting any aspect of the services required hereunder, shall nevertheless be responsible to the Board for the legal and appropriate discharge of said services and the failure of such subcontractor to perform the subcontracted services in a manner consistent with the Contract, the terms of this Agreement and applicable law shall constitute a material breach of this Agreement by Choice.

D. **Place of Performance.** Instruction services other than field trips will normally be performed at the Academy facilities. Choice may perform functions other than instruction, such as purchasing, professional development, and administrative functions at off-site locations, unless prohibited by state or local law. The Academy shall provide Choice with the necessary office space at the Academy site to perform all services described in this Agreement, provided that such office space shall be used solely to benefit the Academy.

E. **Acquisitions.** All acquisitions made by Choice for the Academy with Federal or State School Aid funds including, but not limited to, instructional materials, equipment, supplies, furniture, computers and other technology, shall be owned by and remain the property of the Academy. Choice and its subcontractors will comply with all federal and state laws, rules and regulations in addition to such policies as the Board may, from time to time adopt, under Section 1267 and Section 1274 of the Code as if the Academy were making these purchases directly from a third party supplier and Choice will not include any fees or charges to the cost of the equipment, materials and supplies purchased from third parties when it seeks reimbursement for the cost of these acquisitions.

F. **Pupil Performance Standards and Evaluation.** Choice is responsible for and accountable to the Board for the performance of students who attend the Academy. Choice shall implement pupil performance evaluations which permit evaluation of the educational progress of each Academy student, using measures of student and school performance required by federal or state laws rules, or regulations in addition to the Contract and such additional measures as shall be mutually agreed between the Board and Choice including but not limited to parent satisfaction surveys.

G. **Student Recruitment.** Choice shall be responsible for the recruitment of students subject to the provisions of the Contract or applicable federal or state laws rules or regulations, and the policies adopted by the Board. Students shall be selected in accordance with the procedures set forth in the Contract and in compliance with the Code and other applicable law. Choice shall follow all applicable procedures regarding student recruitment, enrollment and lottery management, and shall be responsible for publication of appropriate public notices and scheduling open houses.

H. **Student Due Process Hearings.** Choice shall provide students with procedural and substantive due process in conformity with the requirements of state and federal law regarding discipline, special education, confidentiality and access to records, to an extent consistent with the Academy's own obligations and in accordance with the Student Handbook and Code of Conduct. The Board shall retain the right to provide due process as required by law and to determine whether any student will be expelled.

I. **Legal Requirements.** Choice shall provide educational programs that meet federal, state, and local requirements, and the requirements imposed under the Code and the Contract.

J. **Rules and Procedures.** The Board shall adopt and conduct its operations in conformity with policies, rules, regulations and procedures applicable to the Academy and Choice is directed to enforce the rules, regulations and procedures adopted by the Academy. Choice shall assist the Board by recommending the adoption of reasonable rules, regulations and procedures applicable to the Academy.

K. **School Year and School Day.** The school year and the school day shall be as provided in the Contract and as defined annually by the Board and defined by law.

L. **Authority.** Choice shall have authority and power necessary to undertake its responsibilities described in this Agreement except in the case(s) wherein by law such power may not be delegated.

M. **Contract with Oakland.** Neither Choice nor any subcontractor engaged or recommended by Choice shall act in a manner that will cause the Academy to be in breach of its Contract with Oakland.

N. **Additional Programs.** The services provided by Choice to the Academy under this Agreement consist of the Educational Program as set forth in the Contract, as the same may change from time to time. The Academy may decide to provide additional programs not included in the Educational Program, including but not limited to summer school

O. Annual Budget Preparation. Choice will provide the Board with an annual budget that shall conform to the State accounting manual and the Uniform Budgeting and Accounting Act, MCL 141.421 et seq. and in a form satisfactory to the Board and to Oakland. The budget shall contain reasonable detail as requested by the Board and as necessary to comply with the General Accepted Accounting Principles (GAAP) standards. The budget shall include anticipated revenues and projected expenses and costs reasonably associated with operating the Academy and the Educational Program including, but not limited to, the projected cost of all services and educational programs provided to the Academy, rent and lease payments, debt service, maintenance and repairs to Academy facilities, supplies and furnishings necessary to operate the Academy, taxes, insurance premiums, utilities, professional fees, and other costs and expenses connected to the operation of the Academy. The proposed budget shall be submitted to the Board for approval not later than 30 days prior to the date when the approved budget is required to be submitted to Oakland.

P. Compliance with Section 503c. On an annual basis, Choice agrees to provide the Board with the same information that a school district is required to disclose under section 18(2) of the State Aid Act of 1979, MCL380.1618 and MCL 380.503(c)(6), for the most recent school fiscal year for which the information is available. Within thirty (30) day of receipt of this information, the Board shall make the information available on the Academy's website home page, in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this Agreement.

Q. Compliance with Section 12.18 of Contract. Choice shall make information concerning the operation and management of the Academy, including without limitation the information described in Schedule 4 of the Contract, available to the Academy as deemed necessary by the Board in order to enable the Academy to fully satisfy its obligations under Section 12.18(a) of the Contract Terms and Conditions.

ARTICLE IV

OBLIGATIONS OF THE BOARD

A. Board Policy Authority. The Board is responsible for determining the fiscal and academic policies that will govern the operation of the Academy, including policies relative to the conduct of students while in attendance at the Academy or enroute to and from the Academy and regulations governing the procurement of supplies, materials and equipment. The Board shall exercise good faith in considering the recommendations of Choice on issues including, but not limited to, policies, rules, regulations, procedures, curriculum and budgets subject to the constraints of law and the requirements of the Contract.

B. **Building Facility.** The Board is responsible for the acquisition by either purchase or lease of a building facility that complies with all of the requirements of the Contract.

C. **Academy Employees.** The Board may employ such employees as it deems necessary. The cost to employ Academy employees shall be paid by the Board.

D. **Educational Consultants.** The Board may retain an educational consultant or consultants to review the operations of the Academy and the performance of Choice under this Agreement. Choice shall cooperate with the educational consultant or consultants and will provide those individuals with prompt access to records, facilities and information as if such requests came from the full Board. Choice shall have no authority to select, evaluate, assign, supervise or control any educational consultant employed by the Board, and agrees that it will not bring or threaten to bring any legal action against any educational consultant for the performance of the functions requested to be performed by the Board and which are consistent with this Agreement. The cost to employ an educational consultant shall be paid by the Board.

E. **Legal Counsel.** The Board shall select and retain legal counsel to advise it regarding its rights and responsibilities under the Contract, this Agreement and applicable law.

F. **Audit.** The Board shall select and retain an Independent auditor to perform the annual financial audit in accordance with the Contract and applicable state law.

G. **Budget.** The Board is responsible for adopting a budget in accordance with the provisions of the Uniform Budgeting and Accounting Act, MCL 141.421 et seq, that has adequate resources to fulfill its obligations under the Contract, including but not limited to its oversight of Choice, the organization of the Academy, negotiation of the Contract and any amendments, payment of employee costs, insurance required under the Contract and this Agreement, the annual financial audit and retention of the Board's legal counsel and consultants. Choice may not make expenditures or commitments which deviate from the amounts or purposes of appropriations contained in the approved budget without the prior approval of the Board. In addition, the Board is responsible for determining the budget reserve amount included as part of the Academy's annual budget, for implementing fiscal policies that will assist the Academy in attaining the stated budget reserve amount and for approving necessary amendments to the budget to reflect necessary deviations from the adopted budget. The budget may be amended from time to time as deemed necessary by the Board.

H. **Academy Funds.** The Board shall determine the depository of all funds received by the Academy. All funds received by the Academy shall be initially deposited in the Academy's depository account. Signatories on the depository account shall be as determined by the Board. All interest or investment earnings on Academy deposits shall accrue to the

Academy. The Board shall provide Academy funding on a consistent and timely basis to Choice to fulfill its obligations under this Agreement.

I. **Governmental Immunity.** The Board shall determine when to assert, waive or not waive its governmental immunity.

J. **Contract with Oakland.** The Board will not act in a manner which will cause the Academy to be in breach of its Contract with Oakland.

K. **Evaluation of Choice.** The Board may evaluate the performance of Choice each year to provide Choice with an understanding of the Board's view of its performance under this Agreement. A preliminary evaluation will normally occur in December of each year followed by a year-end evaluation in June. The Board will determine the format to conduct this evaluation. Special evaluations may occur at any time. Failure to evaluate Choice does not necessarily indicate satisfaction with the performance of Choice.

ARTICLE V

FINANCIAL ARRANGEMENT

A. **Primary Source of Funding.** As a Michigan public school, the primary source of funding for the Academy is state school aid payments based upon the number of students enrolled in the Academy combined with such other payments as may be available from state and federal sources for specific programs and services.

B. **Other Revenue Sources.** In order to supplement and enhance the state school aid payments and improve the quality of education at the Academy, the Board and Choice shall endeavor to obtain revenue from other sources. In this regard:

1. The Academy and/or Choice shall solicit and receive donations consistent with the mission of the Academy.
2. The Academy and/or Choice may apply for and receive grant money, in the name of the Academy. Choice shall provide advance notification to the Board of any grant applications it intends to make and receive the approval of the Board for the application prior to accepting any grant.
3. To the extent permitted under the Code, Choice may charge fees to students for extra services such as summer programs, after school programs and athletics and charge non-Academy students who participate in such programs.

All funds received by Choice or the Academy from such other revenue sources shall inure to and be deemed the property of the Academy, except as otherwise agreed by the parties in writing.

C. Compensation for Services. For the term of this Agreement, the Academy shall pay Choice an annual fee. This annual fee shall be calculated as follows:

(1) **2009-2010 School Year.** The annual fee to be paid for services performed between July 1, 2009 through June 30, 2010 shall be the sum of (a) \$175,000 and (b) ten (10.00%) percent of all payments in excess of \$1,750,000 that the Academy receives directly or indirectly under Paragraph A above less amounts retained by Oakland and all grants received by the Academy under Paragraph B (except for donations that are made to the Academy) that are to be expended during that school year. In no event shall the compensation under subparagraph (b), above, exceed \$135,000.

(2) **2010-2011 School Year.** The annual fee to be paid for services performed between July 1, 2010 through June 30, 2011 shall be the sum of (a) \$175,000 and (b) ten (10.00%) percent of all payments in excess of \$1,750,000 that the Academy receives directly or indirectly under Paragraph A above less amounts retained by Oakland and all grants received by the Academy under Paragraph B (except for donations that are made to Academy) that are to be expended during that school year. In no event shall the compensation under subparagraph (b), above, exceed \$145,000.

(3) **2011-2012 School Year.** The annual fee to be paid for services performed between July 1, 2011 through June 30, 2012 shall be the sum of (a) \$175,000 and (b) ten (10.00%) percent of all payments in excess of \$1,750,000 that the Academy receives directly or indirectly under Paragraph A above less amounts retained by Oakland and all grants received by the Academy under Paragraph B (except for donations that are made to the Academy) that are to be expended during that school year. In no event shall the compensation under subparagraph (b), above, exceed \$155,000.

(4) **2012-2013 School Year.** The annual fee to be paid for services performed between July 1, 2012 through June 30, 2013 shall be the sum of (a) \$175,000 and (b) ten (10.00%) percent of all payments in excess of \$1,750,000 that the Academy receives directly or indirectly under Paragraph A above less amounts retained by Oakland and all grants received by the Academy under Paragraph B (except for donations that are made to Academy) that are to be expended during

that school year. In no event shall the compensation under subparagraph (b), above, exceed \$165,000.

(5) **2013-2014 School Year.** The annual fee to be paid for services performed between July 1, 2013 through June 30, 2014 shall be the sum of (a) \$175,000 and (b) ten (10.00%) percent of all payments in excess of \$1,750,000 that the Academy receives directly or indirectly under Paragraph A above less amounts retained by Oakland and all grants received by the Academy under Paragraph B (except for donations that are made to Academy) that are to be expended during that school year. In no event shall the compensation under subparagraph (b), above, exceed \$175,000.

The amount of the annual fee is subject to reduction in a mutually agreeable amount in any school year if extenuating circumstances such as enrollment of less than the anticipated number of students makes the entire annual fee inappropriate. Choice's annual fee shall be paid in twelve (12) equal monthly installments beginning in July of each school year. The exact day of the month that each monthly installment payment is to be paid will coincide with the timing of any state aid payment from the State of Michigan to be received in that month. In months where no state aid payments are to be received, the day of the month when that monthly installment will be due will be mutually agreed upon by the parties after taking into consideration available year-end funds and the timing of funds to be made available from state aid anticipation notes or other sources. All installments of the annual fee for the 2013-2014 school year shall be paid by June 30, 2014 if this Agreement is not extended beyond that scheduled termination date. In the event that a mid-year termination of Choice authorized by the terms of this Agreement, then the Academy shall only owe to Choice a pro-rated amount of the management fee in said year. Each year, Choice shall provide the Academy with a statement of the annual fee as a percentage of the Academy's funding from the State of Michigan based upon the most recent State of Michigan State Aid Financial Status Report, the current student count and the total State Aid and categorical.

D. **Reasonable Compensation.** Choice's compensation under this Agreement is reasonable compensation for services rendered. Choice's compensation for services under this Agreement will not be based, in whole or in part, on a share of net profits from the operation of the Academy.

E. **Payment of Educational Program Costs.** In addition to the Academy's obligation to reimburse Choice for the compensation of certain of its employees under Article

VI, all costs reasonably incurred in providing the Educational Program at the Academy shall be paid by the Academy. Such costs shall include, but shall not be limited to, curriculum materials, professional textbooks, library books, computer and other equipment, software, supplies utilized at the Academy for educational purposes, building payments, maintenance, utilities, capital improvements, and marketing and development. The Board shall pay or reimburse Choice monthly for approved fees and expenses upon properly presented documentation and approval by the Board. At its option, the Board may advance funds to Choice for the fees and expenses associated with the Academy's operation provided that documentation for the fees and expenses are provided for Board ratification. In paying costs on behalf of the Academy, Choice shall not charge an added fee unless such fee is approved in advance by the Academy Board. Any costs reimbursed to Choice that are determined by the independent audit not to be reasonably incurred on behalf of the Educational Program of the Academy shall be promptly returned to the Academy by Choice.

G. **Choice Costs.** The annual fee to be paid to Choice set forth in Article V, Section C is intended to compensate Choice for all expenses it incurs for administrative and financial services it is required to provide under this Agreement, including but not limited to, expenses associated with individuals providing professional and curriculum development services, accounting services, clerical services, legal services, management and budgeting services, and administrative services. Choice will provide sufficient professional and non-professional staff in these areas, who shall be compensated by Choice. In addition, the annual fee is intended to compensate Choice for all costs incurred by Choice to provide these services. The annual fee does not include payments for Choice personnel provided pursuant to Article VI (B), (C), and (D), the cost of which will be reimbursed in accordance with Article VI (A).

H. **Other Public School Academies.** The Academy acknowledges that Choice has entered, or will enter into management agreements with other public school academies. Choice shall separately account and provide written detail for reimbursable expenses incurred on behalf of the Academy and other public school academies, and only charge the Academy for expenses incurred on behalf of the Academy.

H. **Financial Reporting.** On not less than a monthly basis, Choice shall provide the Board with a written report detailing the status of the budget to actual revenues containing a balance sheet, an object-level detailed statement of revenues, expenditures and changes in fund balances that includes a comparison of budget-to-actual information and an explanation of variances. This report shall contain recommendations for necessary budget corrections and shall be prepared sufficiently in advance of the Board meeting to be available for Board packets sent to Board members in preparation for Board meetings. Choice shall provide special reports as necessary to keep the Board informed of changing conditions.

I. **Operational Reporting.** At least four (4) times per year Choice will provide the Board with comprehensive written reports detailing Academy operations, finances and student performance. In order to enable the Board to monitor Choice's educational performance and the efficiency of its operation of the Academy, upon the request of the Board, Choice will provide written reports to the Board on any topic of Academy activity or operations and which are consistent with this Agreement. These special reports will be provided in a timely fashion, but not less than one (1) week after the request for the report is received by Choice unless the Board and Choice mutually agree upon an extended timetable.

J. **Audit Report Information.** Choice will make all of its financial and other records related to the Academy available to the independent auditor selected by the Board.

K. **Other Financial Relationships.** Any lease, promissory notes or other negotiable instruments, lease-purchase agreements or other financing agreements between the Academy and Choice shall be contained in a document separate from this Agreement.

L. **Access to Records.** Choice shall keep accurate financial records pertaining to its operation of the Academy, together with all Academy financial records prepared by or in the possession of Choice, and retain all of these records for a period of five (5) years (or longer if required by law) from the close of the fiscal year to which such books, accounts and records relate. Financial, educational, operational and student records that are now or may in the future come into the possession of Choice remain Academy records and are required to be returned by Choice to the Academy upon demand. Choice and the Academy shall maintain the proper confidentiality of personnel, student and other records as required by law. All Academy records shall be physically or electronically available, upon request, at the Academy's physical facilities. The financial, educational and student records pertaining to the Academy are public records subject to disclosure in accordance with the provisions of the Michigan Freedom of Information Act. This Agreement shall not be construed to restrict Oakland's or the public's access to these records under the Freedom of Information Act or the Contract.

ARTICLE VI

PERSONNEL AND TRAINING

A. **Personnel Responsibility.** Choice is responsible for providing the Academy with a School Administrator and qualified teaching, food service, secretarial, maintenance and transportation staff to operate the Academy within the staffing levels approved by the Board in its annual budget. Choice shall have the authority to select, evaluate, assign, discipline, transfer and terminate the employment of all individuals working at or for the Academy with the exception of the Board employees, if any, consistent with state and federal law and the provisions of this Agreement. With the exception of Board employees, if any, Choice shall be the employer of all individuals working at or for the Academy and will be responsible for the

payment of all costs attributable to these employees, including wages, salaries, fringe benefits, unemployment costs, workers compensation costs, and liability insurance costs. Unless required by applicable statute, court or administrative decision, or Attorney General's opinion, Choice shall not make payments to the Michigan Public School Employees' Retirement System or any other public retirement system on behalf of its employees. Choice will provide the Board with a detailed listing of the anticipated compensation and fringe benefit costs for all employees of Choice who will be assigned to provide services at the Academy. The Board will reimburse Choice for the cost of the salaries, fringe benefits, and social security withholdings of employees assigned to the Academy, provided that these costs are not higher than anticipated and approved in the annual budget. At its option, the Board may advance funds to Choice for the cost of the salaries, fringe benefits and social security of employees assigned to the Academy provided that documentation for the fees and expenses are provided for Board review and are consistent with budget allocations. At the request of the Board, Choice will provide payroll services for employees of the Board. Choice will not assign any employee to work at the Academy who has not successfully completed a pre-employment background check (including all statutorily required criminal history, criminal background and unprofessional conduct checks), credential verification, and a pre-employment physical if appropriate. Choice will not place in the employment contracts with any of its employees assigned to work at the Academy any restrictions that would prevent the Academy from employing those individuals at the Academy or would prevent those individuals from working for the Academy or for any other entity providing educational services to the Academy. Choice agrees that any provision of an employment agreement with any of its employees that would be in violation of this provision is void and shall not be enforceable in any forum.

B. School Administrator. Choice shall provide the Academy with a School Administrator who shall be responsible for the daily operational control of the Academy and to make recommendations to Choice regarding employees to be assigned to the Academy. Choice will have the authority, consistent with state law, to select and supervise the School Administrator and to hold that individual accountable for the success of the Academy. The School Administrator will be a Choice employee, but Choice agrees to consult with the Board prior to hiring the School Administrator and will consult with the Board prior to taking any action that would alter the employment status of the School Administrator. At the request of the Board, Choice will review the performance of the School Administrator with the Board. Upon receipt of written notification indicating that the Board is not satisfied with the performance of the School Administrator, Choice will provide a replacement School Administrator if the performance problems are not resolved. The Board will reimburse Choice for any reasonable costs associated with the termination of the School Administrator at the Board's request. The terms of the employment contract with the School Administrator and the duties and compensation of the School Administrator shall be determined by Choice, but that individual must be assigned on a full time basis to the Academy and may not be providing

services to any other school or Academy without the prior approval of the Board. If Choice chooses to execute a contract with the School Administrator that has a term longer than one year, the Board reserves the right to have the School Administrator placed elsewhere by Choice if the Board is dissatisfied with that individual's performance at the end of any school year.

C. **Teachers.** As part of the annual budgeting process, Choice shall make a recommendation to the Board regarding the number of teachers, and the applicable grade levels and subjects, required for the operation of the Academy pursuant to the Contract and applicable law. Choice shall provide the Academy with such teachers, qualified in the grade levels and subjects required, as are required by the Academy. The curriculum taught by such teachers shall be the curriculum prescribed in the Contract. Such teachers may, in the discretion of Choice, work at the Academy on a full or part time basis. If assigned to the Academy on a part time basis, such teachers may also work at other schools operated by Choice. Each teacher assigned to or retained by the Academy shall be a highly qualified teacher with a valid teaching certificate issued by the state board of education under the Code, to the extent required under the Code and the No Child Left Behind Act of 2001 or other applicable law. If Choice chooses to execute contracts with teaching staff that have a term of longer than one year, the Board reserves the right to have teachers placed elsewhere by Choice if the Board is dissatisfied with their performance at the end of any school year. Teachers employed by Choice shall not accrue continuing tenure under MCLA Section 38.71 et. seq. and Choice will notify all teachers of this lack of tenure status.

D. **Support Staff.** As part of the annual budgeting process, Choice shall make a recommendation to the Board regarding the number of support staff required for the operation of the Academy pursuant to the Contract. Choice shall provide the Academy with such support staff, qualified in the areas required, as are required by the Academy. Such support staff may, in the discretion of Choice, work at the Academy on a full or part time basis. If assigned to the Academy on a part time basis, such support staff may also work at other schools operated by Choice. Each support staff employee assigned to or retained by the Academy shall have received the training and hold the certificates, degrees or licenses legally required for the position to which they are assigned under the Code and the No Child Left Behind Act of 2001 or other applicable law. Choice will provide annual performance reviews of the performance of support staff to the Board. If Choice chooses to execute contracts with support staff that have a term of longer than one year, the Board reserves the right to have support staff placed elsewhere by Choice if the Board is dissatisfied with their performance at the end of any school year.

E. **Training.** Choice shall provide training to the School Administrator, teachers and paraprofessionals on a regular and continuing basis and shall insure that they receive all training required by law. The School Administrator, teachers, paraprofessionals and other

support staff employees shall receive such other training as Choice determines as reasonable and necessary under the circumstances.

ARTICLE VII TERMINATION OF AGREEMENT

A. **Termination by the Academy for Cause.** This Agreement may be terminated by the Academy for cause prior to the end of the term specified in Article II in the event that Choice or any subcontractor engaged or recommended by Choice, should fail to remedy a material breach within a period reasonable under the circumstances, which in no event shall be longer than sixty (60) days after notice from the Academy. Material breach may include, but is not limited to, a failure to carry out its responsibilities under this Agreement such as a failure to make required reports to the Board, failure to account for its expenditures or to pay operating costs (provided funds are available to do so); a violation of the Contract or of applicable law. In order to terminate this Agreement for cause, the Board is required to provide Choice with written notification of the facts it considers to constitute material breach and the period of time within which Choice has to remedy this breach not to exceed sixty (60) days. After the period to remedy the material breach has expired, the Board may terminate this Agreement by providing Choice with written notification of termination.

B. **Termination by Choice for Cause.** This Agreement may be terminated by Choice for cause prior to the end of the term specified in Article II in the event the Academy fails to remedy a material breach within a period reasonable under the circumstances, which in no event shall be longer than sixty (60) days after notice from Choice. Material breach may include, but is not limited to, a failure to carry out its responsibilities under this Agreement such as a failure to make payments to Choice as required by this Agreement or a failure to give consideration to the recommendations of Choice regarding the operation of the Academy; a violation of the Contract or of applicable law. In order to terminate this Agreement for cause, Choice is required to provide the Board with written notification of the facts it considers to constitute material breach and the period of time within which the Academy has to remedy this breach not to exceed sixty (60) days. After the period to remedy the material breach has expired, Choice may terminate this Agreement by providing the Board with written notification of termination.

C. **Termination by Loss of Contract.** This Agreement shall automatically terminate in the event that the Academy no longer possesses a contract to operate a public school academy, including but not limited to a revocation of the current Contract or a failure to renew the existing Contract. In such event, Choice shall provide reasonable assistance in winding up the academy's operations.

D. **Termination by Either Party Without Cause.** This Agreement is terminable without cause:

1. Notwithstanding the provisions of Article II, Paragraph A, this Agreement is cancelable by the Academy at the end of the third year of the contract term (June 30, 2012) upon notice provided not earlier than March 2012 without penalty or cause.

2. If Choice and the Board are unable to agree on educational programs, curriculum or other educational policies that affect the Academy in a significant way, or if the parties are unable to agree upon the reduction of that annual fee in any school year if extenuating circumstances make payment of the entire annual fee inappropriate, either party may elect to terminate this Agreement at the end of a school year, provided that the terminating party gives the other party written notification of termination at least thirty (30) calendar days prior to the termination date.

E. **Change in Law.** If any federal, state or local law or regulation, or court decision has a material adverse impact on the ability of either party to carry out its obligations under this Agreement, then either party, upon written notice, may request renegotiation of the Agreement; and if the parties are unable or unwilling to renegotiate the terms within 90 calendar days after the notice, the party requesting the renegotiation may terminate this Agreement on 30 calendar days further written notice.

F. **Rights to Property Upon Termination.** Upon termination of this Agreement all equipment, whether purchased by the Academy or by Choice with state school aid funds or other funds secured by or for the Academy, shall remain the exclusive property of the Academy. Choice shall have the right to reclaim any usable property or equipment (e.g., including, but not limited to, desks, computers, copying machines, fax machines, telephones) that were purchased by Choice with funds other than those turned over under Article V(C). The Academy shall have the option to negotiate a mutually agreeable price to purchase any property located in facility premises that were purchased by Choice with funds other than those turned over under Article V(C). Fixtures and building alterations shall become the property of the Academy.

G. **Transition.** In the event of termination of this Agreement for any reason by either party prior to the end of the Agreement's term, Choice shall provide the Academy reasonable assistance for up to 90 calendar days after the effective date of the termination to allow a transition back to a regular school program or to another education service provider.

H. **Termination by Action of Oakland.** If Oakland takes any action to terminate the Contract or orders the reconstitution of the Academy in a manner that causes any part of the Agreement to become void or terminate, then this Agreement, or such part of this agreement as Oakland shall terminate, shall terminate with no further action of the Parties.

ARTICLE VIII

PROPRIETARY INFORMATION

A. **Proprietary Information.** The Academy shall own all copyright and other proprietary rights to all instructional materials, training materials, curriculum and lesson plans, and any other materials developed by Choice, its employees, agents or subcontractors, or by any individual working for or supervised by Choice, (i) were directly developed and paid for by the Academy; or (ii) were developed by Choice at the direction of the Board with Academy funds dedicated for the specific purpose of developing such curriculum or materials.

B. **Required Disclosure.** The Academy shall be permitted to report any new teaching techniques or methods of significant revisions to known teaching techniques or methods to Oakland and to the State Board of Education, which teaching techniques or methods may thereafter be made available to the public, as provided in Sections 505(3) and 515(3) of the Code, notwithstanding anything contained in this Article VIII to the contrary. Additionally, all instructional materials, curricula, and/or materials developed for use at the Academy are subject to disclosure to Oakland and to the public under the Freedom of Information Act.

ARTICLE IX

INDEMNIFICATION

A. **Indemnification of Choice.** To the extent permitted by law, the Academy shall indemnify and hold Choice (which term for purposes of this Paragraph A, includes Choice's officers, directors, and employees) harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of, any noncompliance by the Academy with any agreements, covenants, warranties, or undertakings of the Academy contained in or made pursuant to this Agreement; and any misrepresentation or breach of the representations and warranties of the Board contained in or made pursuant to this Agreement. In addition, the Academy shall reimburse Choice for any and all legal expenses and costs associated with the defense of any such claim, demand, or suit. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts reasonably acceptable to Choice.

B. **Limitations of Liabilities.** The Academy may assert all immunities and statutory limitations of liability in connection with any claims arising under this Agreement.

C. **Indemnification of the Academy.** Choice shall indemnify and hold the Academy (which term for purposes of this Paragraph C, includes the Academy's officers, directors, and employees) harmless against any and all claims, demands, suits, or other forms of

liability that may arise out of, or by reason of, any noncompliance by Choice with any agreements, covenants, warranties, or undertakings of Choice contained in or made pursuant to this Agreement; and any misrepresentation or breach of the representations and warranties of Choice contained in or made pursuant to this Agreement. In addition, Choice shall reimburse the Academy for any and all legal expenses and costs associated with the defense of any such claim, demand, or suit. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts reasonably acceptable to the Academy. This provision is intended to provide indemnity protection to the Academy to an extent identical to that provided to Choice under Paragraph A above, and Choice is not required to provide indemnity to the Academy for any matter that Choice would not receive indemnity from the Academy.

D. **Indemnification of Oakland University.** The parties acknowledge and agree that the Oakland University Board of Trustees, Oakland 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, defend and hold harmless Oakland University, Oakland University Board of Trustees 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 Oakland University, which arise out of or are in any manner connected with Oakland University Board of Trustees' approval of the Academy's application, Oakland University Board of Trustees' consideration of or issuance of a Contract, the Academy Board's or Choice's preparation for and operation of the Academy, or which are incurred as a result of the reliance by Oakland University, Oakland University Board of Trustees or its members, or their respective officers, employees, agents or representatives upon information supplied by the Academy Board or Choice, or which arise out of the failure of the Academy Board to perform its obligations under the Contract or Applicable Law. The parties expressly acknowledge and agree that Oakland University, Oakland University Board of Trustees and its members, and their respective officers, employees, agents or representatives may commence legal action against either party to enforce its rights as set forth in this Agreement.

ARTICLE X

INSURANCE

A. **Insurance of the Academy.** The Academy shall secure and maintain general liability and umbrella insurance coverage, with Choice listed as an additional insured. This coverage shall include the building and related capital facilities if they are the property of the Academy. The Academy shall maintain such insurance in an amount and on such terms as are

reasonably acceptable to Choice and as required by the provisions of the Contract, including the indemnification of Choice required by this Agreement. The Academy shall, upon request, present evidence to Choice that it maintains the requisite insurance in compliance with the provisions of this paragraph. Choice shall comply with any information or reporting requirements applicable to the Academy under the Academy's policy with its insurer(s), to the extent practicable.

B. **Insurance of Choice.** Choice shall secure and maintain general liability and umbrella insurance coverage, with the Academy listed as an additional insured. Choice shall maintain such policies of insurance as are required by the Contract and the Michigan Universities Self-Insurance Corporation ("M.U.S.I.C."), including the indemnification of the Academy required by this Agreement. In the event that Oakland or M.U.S.I.C. requests any change in coverage, Choice agrees to comply with any change in the type or amount of coverage, as requested, within thirty (30) days after notice of the insurance coverage change. Choice shall, upon request, present evidence to the Academy that it maintains the requisite insurance in compliance with the provisions of this paragraph. The Academy shall comply with any information or reporting requirements applicable to Choice under Choice's policy with its insurer(s), to the extent practicable.

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

ARTICLE XI

MISCELLANEOUS

A. **Sole Agreement.** This Agreement supersedes and replaces any and all prior agreements and understandings between the Academy and Choice on the subject matter hereof.

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

C. **Notices.** All notices, request, consents demands and other communications from one party to the other that are given pursuant to the terms of this Agreement shall be in writing and shall be delivered (including delivery by commercial delivery service), or sent by United States mail, certified or registered, postage prepaid, or sent by nationally recognized

overnight courier. Notices shall be deemed given (i) on the date of delivery, if delivered via commercial delivery service (unless such date is a weekend or holiday in which event such notice shall be deemed given on the next succeeding Business Day), (ii) three (3) Business Days following deposit in the United States Mail, if sent via certified mail or registered mail or (iii) on the Business Day next succeeding the date upon which such notice is given to any nationally recognized overnight courier. All notices, request, consents, demands and other communications shall be addressed as follows:

If to Choice:

Choice, L.L.C.
P. O. Box 141493
Grand Rapids, MI 49514

Attn: Sidney Faucette

If to Academy:

Four Corners Montessori Academy
1075 East Gardenia
Madison Heights, MI 48071

Attention: Board President

With a copy to:

Clark Hill, PLC
Attn: Mr. Joseph B. Urban
151 S. Old Woodward Ave.
Suite 200
Birmingham, MI 48004
(248) 988-1829 (Direct Dial)
(248) 988-1827 (Facsimile)

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

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

F. **Entire Agreement.** This Agreement is the entire agreement between the parties relating to the services provided, and the compensation for such services, by the parties. Any modification to this Agreement must be made in writing, approved by the Board and Choice, and signed by a duly authorized officer. In addition, the Board must also secure the approval of Oakland before any modification to this Agreement can become effective.

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

H. **Assignment.** Choice may assign this Agreement only with the prior written approval of the Board.

I. **Governing Law.** This Agreement shall be governed by and enforced in accordance with the laws of the state of Michigan.

J. **Delegation of Authority.** Nothing in this Agreement shall be construed as delegating to Choice any of the powers or authority of the Board that are not subject to delegation by the Board under Michigan law or the Contract.

K. **Compliance with Law.** The parties agree to comply with all applicable laws and regulations.

L. **Warranties and Representations.** Both the Academy and Choice represent that each has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement, that its actions have been duly and validly authorized, and that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement. The individuals signing this Agreement represent that they have authority to do so on behalf of Choice and the Academy.

M. **Dispute Resolution Procedure.** Any and all disputes between the parties concerning any alleged breach of this Agreement or arising out of or relating to the interpretation of this Agreement or the parties' performance of their respective obligations under this Agreement that are unable to be resolved through discussion and negotiation shall be resolved by arbitration, and such an arbitration procedure shall be the sole and exclusive remedy for such matters. The arbitrator shall be selected from a panel provided by and in accordance with the rules of the American Arbitration Association and shall render an award with an explanation, a "cause" award. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association, with such variations as the parties and the arbitrator unanimously accept. Any arbitration hearing shall be conducted in Oakland County, Michigan. A judgment on the award rendered by the arbitrators may be entered in any court having appropriate jurisdiction to ensure compliance with the applicable law and this Agreement. The cost of arbitration, not including attorney fees, shall be paid by the losing party.

N. **Modification to Conform to Changed Oakland Policies.** The parties intend that this Agreement shall comply with Oakland's Educational Service Provider Policies, as the same may be changed from time to time. In the event that changes in Oakland's Educational Service Provider Policies implemented after the date of execution of this Agreement cause any provision of this Agreement to be in conflict the revised Policies, the parties agree to amend this Agreement to eliminate the conflict within thirty (30) days after being advised of such conflict.

O. **Oakland Review.** This Agreement is subject to review and nondisapproval by Oakland and shall not become effective the Academy Board is notified in writing that Oakland does not disapprove of this Agreement.

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

CHOICE, L.L.C.

FOUR CORNERS MONTESSORI ACADEMY

By 
Sidney L. Fausette, President

By 
Cheryl D. Nutton, Chair, Board of Directors

By _____

By _____

New ESP Agreement will be inserted upon attainment of party signatures.

CONTRACT SCHEDULE 6
PHYSICAL PLANT DESCRIPTION

PHYSICAL PLANT DESCRIPTION

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article XI, Section 11.5, the Academy is authorized to operate at the physical facility or facilities outlined in this schedule. The Academy shall not occupy or use any facility until approved for occupancy by the Michigan Department of Licensing and Regulatory Affairs' Bureau of Construction Codes.

- Physical Plant Description
- Site Plan
- Floor Plan
- Certificate of Use and Occupancy
- Lease

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

Address: 1075 East Gardenia
Madison Heights, MI 48071

Description: Four Corners Montessori Academy is a one-story brick building. The facility contains 12 classrooms, a multi-purpose room, storage, restrooms, and office space and is approximately 27,000 square feet. The Academy also has two portable units on-site.

Configuration of Grade Levels: Pre-Kindergarten through Eighth Grade.

Term of Use: Term of Contract.

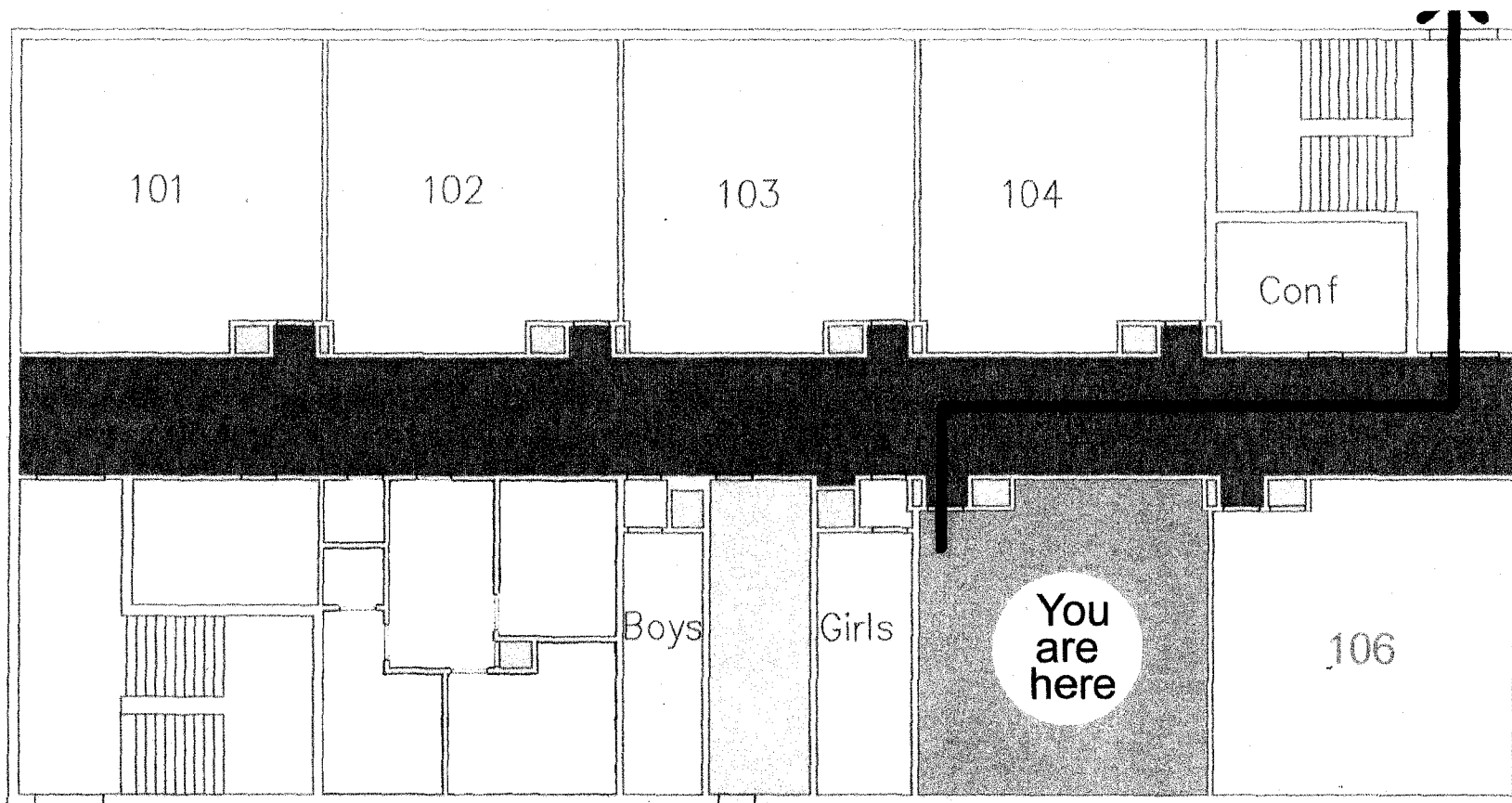
Name of the School District and Intermediate School District:

Local: Madison Heights
ISD: Oakland

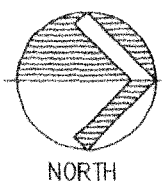
3. It is acknowledged and agreed that the following information about this Site is provided on the following pages, or must be provided to the satisfaction of the University Board, before the Academy may operate as a public school in this state.
 - A. Narrative description of physical facility
 - B. Size of building
 - C. Scaled floor plan
 - D. Copy of executed lease or purchase agreement
4. In addition, the academy and the University Board hereby acknowledge and agree that this Contract is being issued to the Academy with the understanding that the Academy cannot conduct classes as a public school academy in this state until it has obtained the necessary fire, health and safety approvals for the above-described physical facility. These approvals must be provided and be acceptable to the University Board or its designee prior to the Academy operating as a public schools. In cases of disagreement, the Academy may not begin operations without consent of the University Board.
5. If the Site described above is not used as the physical facilities for the Academy, then Schedule 6 of this Contract between the Academy and the University Board must be amended pursuant to Article IX of the Terms and Conditions of Contract, to designate, describe, and agree upon the Academy's physical facilities. The Academy must submit to the University Board or its designee complete information about the new site to be actually used. This information includes that described in paragraphs 2, 3 and 4 of this Schedule 6. It is acknowledged and agreed that the public school academy cannot

conduct classes as a public school in this state until it has submitted all the information described above, to the satisfaction of the University, and the amendment regarding the new site has been executed.

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



EVACUATION ASSEMBLY AREA IN PARKING LOT



FIRST FLOOR



YOU ARE HERE



EXIT ROUTE



UNOCCUPIED



SHELTER AREAS



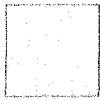
STAIRS



YOU ARE HERE



EXIT ROUTE



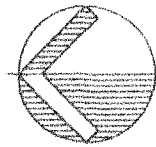
UNOCCUPIED



SHELTER AREAS



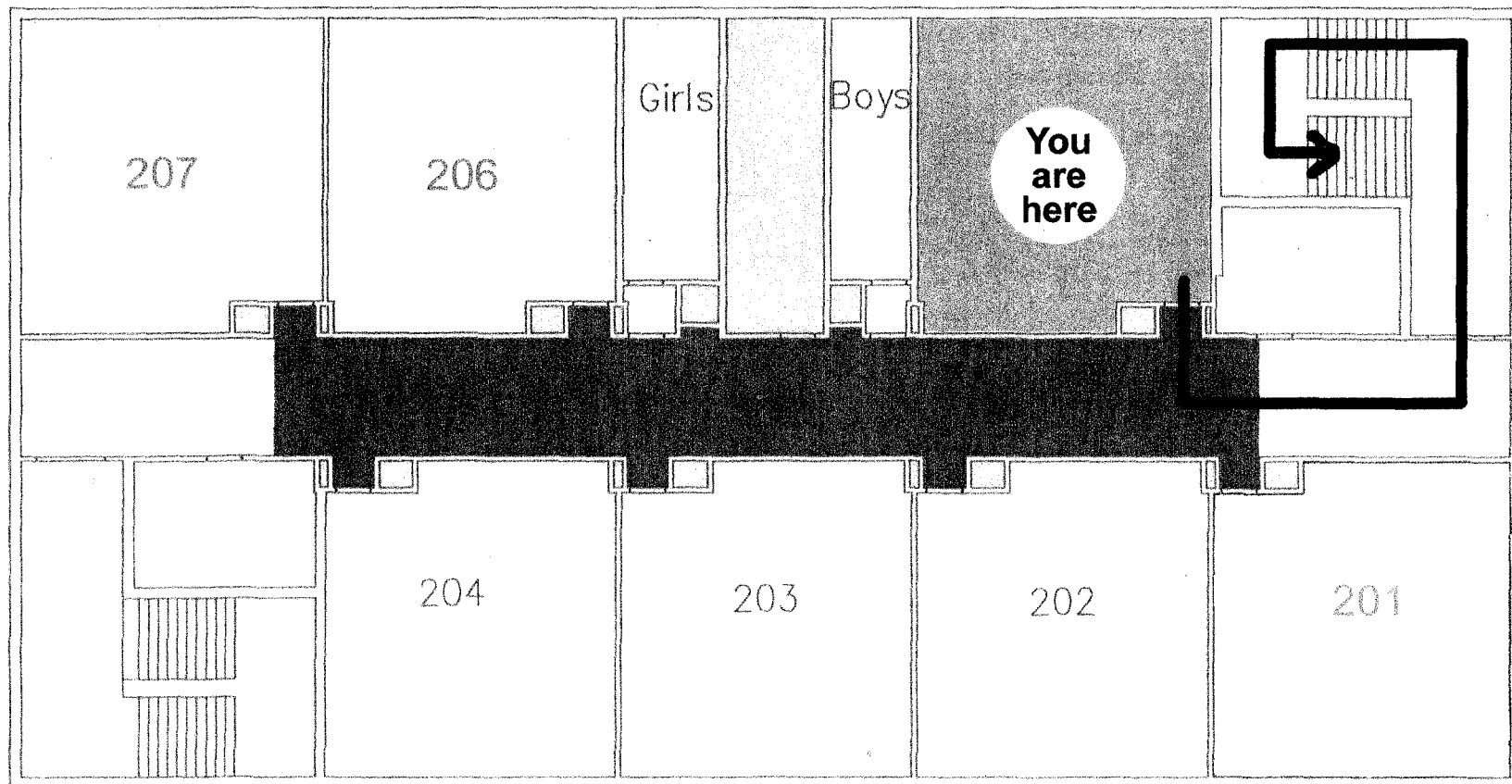
STAIRS



NORTH

SECOND FLOOR

EVACUATION ASSEMBLY AREA IN PARKING LOT



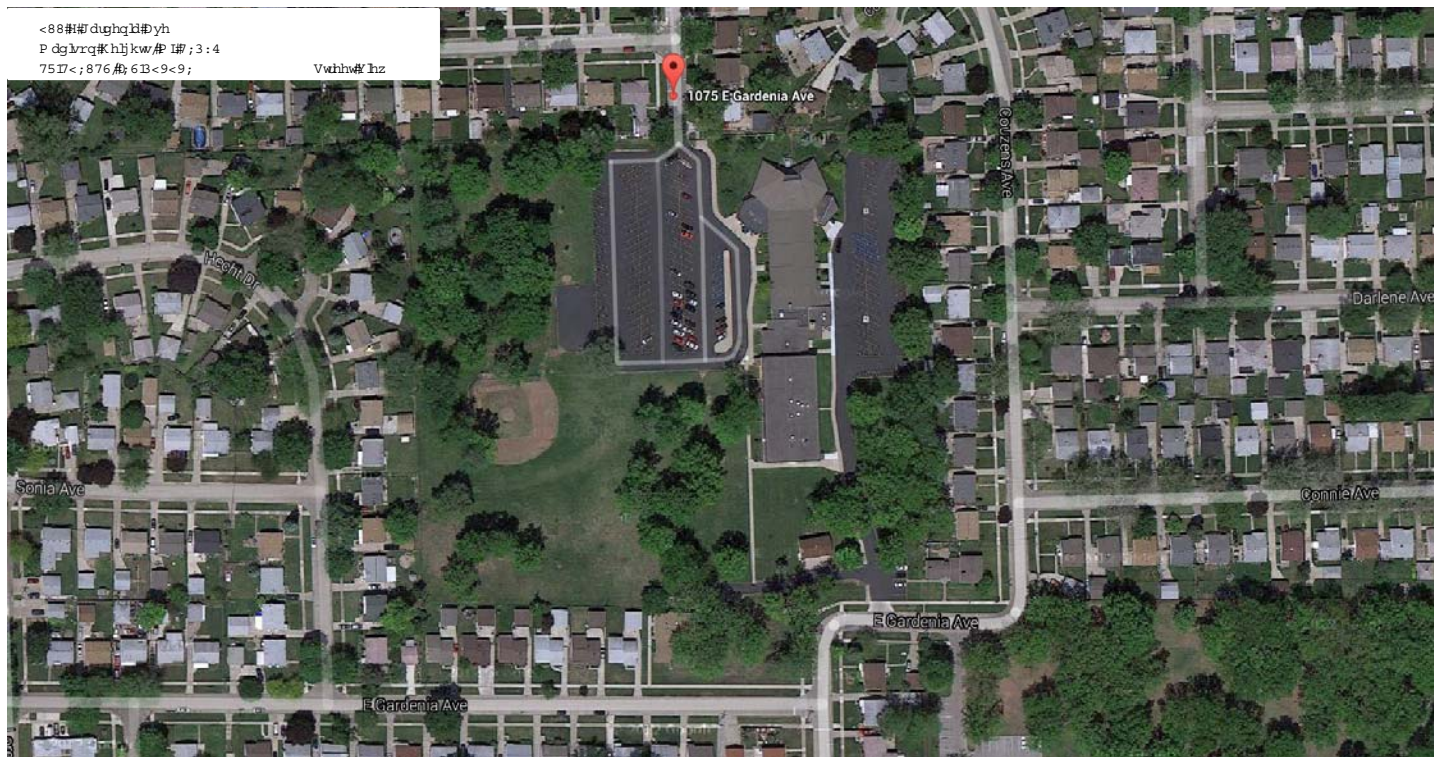


ST. VINCENT FERRER
CATHOLIC COMMUNITY









CERTIFICATE OF USE AND OCCUPANCY

PERMANENT

**Michigan Department of Energy, Labor & Economic Growth
Bureau of Construction Codes/Building Division
P. O. Box 30254
Lansing, MI 48909
(517) 241-9317**

**Building Permit No. B029096
Four Corners Montessori Academy
1075 E Gardenia
Madison Heights, Michigan
Oakland County**

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

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 110.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.



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

March 4, 2010

CERTIFICATE OF USE AND OCCUPANCY

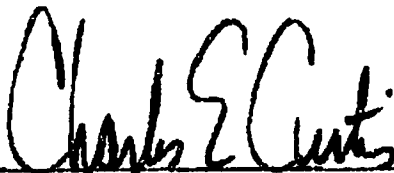
PERMANENT

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

**Building Permit No. B033570
Four Corners Montessori Academy
1075 E Gardenia
Madison Heights, Michigan
Oakland County**

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

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



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

September 20, 2012

RECEIVED

JUN 09 2009

LEASE AGREEMENT

This Lease (hereinafter called the "Agreement"), entered into as of the 15th day of May, 2009, by and between ALLEN H. VIGNERON, ROMAN CATHOLIC ARCHBISHOP OF THE ARCHDIOCESE OF DETROIT, whose address is 1234 Washington Boulevard, Detroit, Michigan 48226, (herein called "Lessor") and FOUR CORNERS MONTESSORI ACADEMY, A MICHIGAN NON-PROFIT CORPORATION whose address is 975 Three Mile Road, Grand Rapids, Michigan 49544 (herein called "Lessee"):

WITNESSETH:

THE LEASED PREMISES

The Lessor hereby does let and lease to Lessee the property known as the **St. Vincent Ferrer Parish school building located at 1075 East Gardenia, Madison Heights, Michigan 48071, together with shared use of the parking lot (excluding the East parking lot), sidewalks and other common areas servicing the school building** (herein called the "leased premises.").

OCCUPANCY

The Lessee is to have full and exclusive occupancy of the leased premises during the term of this Agreement from Monday through Friday from 7:00 a.m. to 6:00 p.m., subject to Lessor's right to use portions of the leased premises as specifically provided herein.

The Lessor shall have exclusive use at all times of (a) room 104, (b) the A/V room, (c) the storage areas in the gymnasium/hall, and (d) the storage areas directly across from the entrance to the gymnasium/hall.

The Lessor may have use of the leased premises, including, but not limited to, the gymnasium/hall and kitchen Monday through Friday from 7:00 a.m. to 6:00 p.m. upon twenty four (24) hours written notice to Lessee if, and only if, the Lessee has no scheduled or intended use for the gymnasium/hall and kitchen on such day, unless Lessor's intended use is for a funeral in which case Lessor shall have the absolute right to use the gymnasium/hall and kitchen upon twenty four (24) hours notice to Lessee. Lessee shall notify Lessor within twelve (12) hours of its receipt of the notice whether the gymnasium/hall and kitchen are available (except in the case of a funeral as the gymnasium/hall and kitchen will always be deemed available for such use). If Lessor does not receive such notice, the gymnasium/hall and kitchen shall be deemed available for Lessor's use.

The Lessee may have use of the leased premises Monday through Friday after 6:00 p.m. and on Saturday upon three (3) days notice to Lessor if, and only if, the Lessor has no scheduled or intended use for the leased premises on such day. Lessor shall notify Lessee within twenty four (24) hours of its receipt of the notice whether the leased premises is available. If Lessee does not receive such notice, the leased premises shall be deemed not available for Lessee's use.

The Lessor shall have the non-exclusive right to the use all parking areas on the Holy Days and on days which Lessor uses the gymnasium/hall as set forth above, including, but not limited to, funerals.

The Lessor is to have the right to use the leased premises jointly with the Lessee at other times. If any conflict arises as to schedules, the same shall be resolved by **the CAO or Headmaster of the Lessee and the pastor of the parish** in which the leased premises are located.

The pastor of St. Vincent Ferrer shall be provided keys for the leased premises by the Lessee and shall have the right to enter upon the leased premises at all reasonable hours for the purpose of inspecting same, however, the pastor shall not disrupt the Lessee's programs at the leased premises.

UTILITIES / MAINTENANCE

Lessee shall pay its proportionate share (as set forth below) of all charges for gas, water, sewer, electricity and heating service. Lessee hereby acknowledges that the meters for utilities for the leased premises also service other improvements on the parish campus and Lessee shall reimburse Lessor for seventy five percent (75%) of all utility invoices. Lessor, at its sole cost and expense, hereby reserves the right to have the church separately metered for any utility. In the event Lessor has the church separately metered for any utility, Lessee shall reimburse Lessor for ninety percent (90%) of the utility invoices for the meters for such utilities for the leased premises.

Lessee shall be responsible for maintenance of the leased premises, including custodial services, supplies, trash removal, a dumpster and disposal; provided, however, in the event Lessor requests Lessee to provide such service in writing after Lessor's use of the leased premises, Lessor shall pay Lessee a reasonable fee for such service.

Lessor shall be responsible for contracting for maintenance of the lawn and landscaping of the leased premises. Lessor shall enter into a contract for one company to maintain the lawn and landscaping for the entire parish campus of which the leased premises are a part. Lessee hereby agrees to reimburse Lessor for fifty percent (50%) of the cost for such maintenance of the lawn and landscaping.

Lessee shall be responsible for snow and ice removal from the pavement, driveways, walkways and west parking lot of the leased premises Monday through Friday, and Lessor shall be responsible for same Saturday and Sunday. Lessor shall be responsible for snow and ice removal from the east parking lot of the leased premises at all times.

TERM

The term of the Agreement **begins May 15, 2009, and ends June 30, 2014.**

USE

The leased premises are to be used and occupied for as a **public school academy for Grade pre-school through Grade 8 as defined in Act 362 of the Public Acts of 1993 of the State of Michigan (as amended).**

Provided, in case any rent shall be due and unpaid or default be made in any of the covenants herein contained, then it shall be lawful for the Lessor to re-enter into, repossess the leased premises, and the Lessee and each and every occupant to remove and put out.

I. Lessee's Obligations

The Lessee hereby hires the leased premises for the term aforesaid, and covenants:

- a. **To pay the Lessor, as rental for the Leased Premises, without demand, offset or deduction, on the first day of each and every month in advance as follows:**

- (i) **for the period May 15, 2009 through July 31, 2009, a monthly rental of \$1,000.00 per month, pro-rated for partial months.**

- (ii) **for the period August 1, 2009, through June 30, 2014, a monthly payment of 1/12th of ten percent (10%) of the per pupil enrollment/state student aid (based on the State Board of Education counts whenever they may be taken). Lessee shall provide Lessor with copies of the forms submitted to the State of Michigan regarding the student count within fifteen (15) days after such information is submitted to the State of Michigan. The principal will apprise the pastor in writing regarding actual student enrollment twice yearly; the fall count in September, and the winter count in February. Based on the results of these student counts, the monthly rental shall be increased or decreased retroactively to the beginning of the month of the current student count date. Any overpayment or underpayment shall be reconciled with the next month's rent payment. Any further adjustments made to enrollment count or state aid will adjust rent retroactively as provided in this Paragraph. In no event shall the monthly rental payment be less than Twelve Thousand Dollars (\$12,000), less any applicable rent credits as set forth in the next paragraph.**

Monthly rental installments shall be reduced by an amount of Two Thousand Seven Hundred Seventy-Seven and 78/100 Dollars (\$2,777.78) as compensation for Lessee's leasehold improvements made to meet applicable health, fire and life safety codes. This amount is based on the assumption that the required renovation cost to meet applicable health, fire and life safety codes will be One Hundred Fifty Thousand and 00/100 Dollars (\$150,000) or more with the Lessor providing a rental credit of fifty percent (50%) of the actual amount spent by

Lessee not to exceed Seventy Five Thousand Dollars (\$75,000) (“Reimbursement Limitation”), plus the Reimbursement Limitation shall include and additional Twenty-Five Thousand and 00/100 Dollars (\$25,000) for the cost of installing a movable, instead of a fixed, wall/partition in the gymnasium to replace the existing wall (in any event excluding from the Reimbursement Limitation any money, credit or grant funds received by Lessee from any third party to perform such improvements, including, but not limited to stimulus funds from the United States, the State of Michigan, or any local municipality “Grants”)(“Reimbursement Amount”). The actual amount of the monthly rent credit will be determined by dividing the Reimbursement Amount by 36.

Anything in this Agreement to the contrary notwithstanding, Lessee hereby agrees that in the event this Agreement is terminated for any reason whatsoever (whether by default, surrender or otherwise), Lessor shall have no obligation to reimburse Lessee for the costs and/or expenses of the improvements made by Lessee to the leased premises for which Lessee is receiving rent credits pursuant to the terms hereof.

In addition, in the event Lessee is unable to initially obtain its charter from its authorizing body, Lessee shall have the right to terminate this Agreement by providing written notice of such termination to Lessor prior to Lessee using the leased premises as a public school academy. Lessee’s right to terminate this Agreement for failure to initially obtain its charter shall terminate and be of no further force or effect upon the earlier of (i) Lessee obtaining written notice from the authorizing body that its charter has been approved, (ii) the date on which Lessee occupies and uses the leased premise as a public school academy, or (iii) September 1, 2009. Once Lessee’s right to terminate under this paragraph is of no further force or effect, Lessee shall not have the right to terminate this Agreement for any reason whatsoever, including, but not limited to, Lessee’s subsequent loss, revocation or termination of its charter.

If at any time payment of the monthly rental amount reserved under this Section is more than five (5) days past due, Lessee shall pay Lessor a late fee in the amount of five percent (5%) of the amount past due. The parties agree that such a late fee represents a fair and reasonable estimate of the costs Lessor will incur by reason of a late payment. In the event that any monthly rental payment is more than ten (10) days past due, in addition to the late fee, Lessee shall pay Lessor interest on the unpaid amount at the rate of seven and one half percent (7.5%) per annum commencing on the tenth (10th) day after such payment was due, until such payment is made. Acceptance of the late fee or interest under this Section shall in no event constitute a waiver of Lessee’s default with respect to the overdue amount, nor prevent Lessor from exercising any of his rights and remedies.

All checks shall be payable to “**St. Vincent Ferrer Parish,**” and shall be mailed to:

**St. Vincent Ferrer
1807 E. Gardenia
Madison Heights, Michigan 48071-3495**

- b.** To use and occupy the leased premises only for the purposes for which they are let to it.
- c.** To comply promptly with all lawful laws, orders, regulations, and ordinances of all municipal, county, state and federal authorities affecting the leased premises and the cleanliness, safety, occupation, and use of same, including without limitation the Americans with Disabilities Act of 1990 42U.S.C. 12101-12213 (1991), as amended.
- d.** To observe all reasonable regulations and requirements of underwriters concerning the use and condition of the leased premises tending to reduce fire hazards and insurance rates, and not permit nor allow any rubbish, waste material or products to accumulate on the premises. In addition, Lessee shall not do or permit anything to be done in or about the leased premises that will in any way obstruct or interfere with the rights of other tenants, if any, or use or allow the leased premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Lessee cause, maintain or permit any nuisance in, on or about the leased premises.
- e.** Except for the express obligations of Lessor set forth in Paragraph 2. b. below (“Lessor’s Obligations”), during the entire term of the Agreement, including any extension period, Lessee agrees, at its sole cost and expense, to maintain the entire leased premises and fixtures in good order, condition and repair (including any replacements thereof if necessary in the event such item or component of the leased premises or fixture cannot be repaired) at all times, including, but not limited to, the interior and exterior, structural and nonstructural components (including by way of example only and not as a limitation, doors, door frames, window glass, casings, and frames, or any appliances, equipment, hardware and furnishings of the leased premises), and boiler. Lessee shall keep the leased premises in a clean, sanitary and safe condition at all times. Lessee hereby acknowledges and agrees that, except for Lessor’s Obligations, it is the intent of the parties that Lessor shall have no obligation whatsoever to repair, maintain or replace any portion of the leased premises.
- f.** If the nature of the Lessee’s business requires licensure, Lessee shall keep in effect a valid license to operate the leased premises for that purpose and provide Lessor with a current copy of the required license.

2. Lessor's Obligations

The Lessor covenants that:

- a. The Lessee, on payment of the rental at the time and in the manner aforesaid and performing all the foregoing covenants, shall and may peacefully and quietly have, hold, and enjoy the leased premises for the term aforesaid.
- b. The Lessor, after receiving notice from the Lessee, agrees to keep in good order and repair the roof and four outer walls of the leased premises (excluding by way of example only and not as a limitation, doors, door frames, window glass, casings, and frames, fixtures or any appliances, equipment, hardware and furnishings of the leased premises) except the repair of outer walls which have been defaced or damaged by Lessee or anyone Lessee permits to use the leased premises, which shall be the obligation of the Lessee. **Certificates of operation on all boilers will be provided to Lessee by Lessor at Lessor's expense within fourteen (14) days after execution of this Lease. Lessor shall be responsible for all maintenance, repairs and replacement of the boilers required to obtain said certificates. Anything in this Agreement to the contrary notwithstanding, in the event the boiler needs to be replaced as any time during the term of this Agreement, as determined by a engineering consultant selected by Lessor and reasonably approved by Lessee (as of the date hereof, Lessee hereby approves DiClemente Siegel Design Inc., but Lessor is not required to select DiClemente)("Consultant"), Lessor shall be responsible for the replacement of the boiler and Lessee shall reimburse Lessor for the Boiler Reimbursement Amount. Lessee shall reimburse Lessor for the Boiler Reimbursement Amount within fourteen (14) days after receipt of written notice of the amount due from Lessor.**

The "Boiler Reimbursement Amount" shall be determined by dividing the actual cost to replace the boiler by the useful life of such new boiler as determined by the Consultant ("Per Year Reimbursement Amount"), times the number of years remaining on current term of this Agreement (whether the initial term or any option term) rounded to the nearest half year. In addition, in the event Lessee intends to exercise any option to renew provided for in this Agreement, if any, after the boiler is replaced by Lessor pursuant to this Paragraph, Lessee shall be required to pay to Lessor concurrent with the notice to extend any such term, and as a condition precedent to the effectiveness of such notice, an amount equal to the number of years of such option term times the Per Year Reimbursement Amount.

3. Insurance

a. **Indemnification/Liability:**

- (i) To the extent permitted by law, Lessee shall indemnify, defend (using counsel satisfactory to Lessor in its sole discretion) and hold harmless **Lessor, the Archdiocese of Detroit, the Archbishop of Detroit, St. Vincent Ferrer Parish, the pastor of St. Vincent Ferrer Parish**, and their employees, managers, partners, officers, directors, contractors and agents from and against all claims, demands, liabilities, obligations, damages, penalties, causes of action, suits, judgments, and expenses (including attorneys' fees) arising from or related to (i) the occupancy, condition, operation or use of the leased premises, (ii) any accident, occurrence, injury to or death of persons, or loss of or damage to property occurring on or about the leased premises, (iii) use or misuse of any portions of the leased premises by a Lessee or any of Lessee's respective agents, contractors, employees, visitors, and invitees, or (iv) Lessee's failure to perform its obligations under this Agreement. The obligations of Lessee under this paragraph arising by reason of any occurrence taking place during the term of this Agreement shall survive any termination of this Agreement.
- (ii) The Lessee will procure and keep in effect during the term hereof commercial general liability insurance on an occurrence basis with limits of at least **Two Million Dollars (\$2,000,000.00) per occurrence**, with a **Two Million Dollar (\$2,000,000.00) annual general aggregate**. Such policy shall include coverage for bodily injury, property damage, premises and operations, personal and advertising injury and contractual liability insurance that covers the indemnification obligations of this Agreement. Not more frequently than every three (3) years, if, in the reasonable opinion of Lessor, the amount of liability insurance required hereunder is not adequate, Lessee shall promptly increase said insurance coverage as reasonably required by Lessor.

In addition, such policy shall name the **Lessor, the Archdiocese of Detroit, the Archbishop of Detroit, St. Vincent Ferrer Parish and the pastor of St. Vincent Ferrer Parish** as additional named insureds on a primary and noncontributory basis and shall contain a provision that it may not be canceled without at least thirty (30) days prior written notice being given by the insurer to Lessor. Lessee agrees to deliver certificates of all insurance required under this paragraph to Lessor prior to any entry upon the leased premises, and not less than thirty (30) days before the expiration of any such policy. Further, Lessee agrees to provide complete copies of all policies to the Lessor upon receipt of the same; provided, however, the receipt by Lessor

of such policies shall not be deemed by Lessor to be an acceptance of such coverage to the extent it conflicts with the requirements of this Agreement.

Upon Lessee's failure to deliver a Certificate of Insurance, subject to any applicable notice and cure period, the Lessor may, at his option, immediately cancel this Agreement upon written notice to Lessee.

b. **Fire:**

Lessor shall provide for such standard form fire insurance on the building in which the leased premises are located as Lessor shall deem advisable, which insurance is solely for the benefit of the Lessor and is not available for the benefit of the Lessee.

c. **Contents/Lessee Improvements:**

Lessee shall be responsible for securing any insurance it deems advisable on contents and Lessee improvements or for business interruption and Lessor shall have no liability with respect to any loss which might have been covered by such insurance.

4. **Alterations**

Lessee may make no alterations, additions, or improvements to the leased premises without the Lessor's prior written consent. All such alterations, additions and improvements shall be at the expense of the Lessee and Lessee, to the extent permitted by law, hereby indemnifies and holds Lessor harmless from all costs, liability and loss of any kind and all claims of loss or liability, in any way arising out of or by reason of any such alterations, additions or improvements. Upon vacation of the leased premises, said improvements, additions and alterations shall, at Lessor's option, become the property of the Lessor. Lessee shall promptly remove all such alterations, additions and improvements required by Lessor to be removed and Lessee shall restore the premises after such removal to substantially their condition prior to the time such alteration, addition or improvement was made. All furnishings and equipment which are not attached or affixed to the leased premises made or placed by Lessee upon the leased premises shall be the property of the Lessee, and the Lessee shall be permitted to remove the same at the end of the term of this Agreement, but only if such removal causes no molestation or injury to the leased premises or the building in which the leased premises are located.

If Lessor consents to Lessee's performance of any alteration or addition to the leased premises ("Work"), Lessee shall ensure that the Work shall be made in accordance with the Plans and Drawings (as defined below) and all applicable laws, regulations and building codes, in a good and workmanlike manner and in quality satisfactory to Lessor. In addition, prior to commencement of any Work, Lessee must submit to Lessor for approval, which approval shall not be unreasonably withheld, conditioned or delayed:

- (i) a complete set of plans and specifications ("Plans") prepared and sealed by a registered architect or engineer,
- (ii) a complete set of drawings and specifications for mechanical, electrical and plumbing systems ("Drawings"); and
- (iii) a list of the contractors and subcontractors ("Contractors") who will perform the Work, together with proof of insurance and performance and labor bonds, in such amounts and with such carriers or sureties as Lessor may require in its sole and absolute discretion; provided, however, bonds shall only be required on projects in excess of \$50,000.

Lessor's approval of the Plans and Drawings for Lessee's alterations shall create no responsibility or liability on the part of Lessor for their completeness, design sufficiency or compliance with all laws, rules and regulations of governmental agencies or authorities. No person shall be entitled to any lien on the leased premises because of any labor or material furnished to Lessee in connection with any alterations or improvements by Lessee, and nothing in this Agreement shall be construed to constitute a consent by Lessor to the creation of any lien. If any lien is filed against the leased premises as a result of a claim against Lessee for labor or material furnished to Lessee, Lessee shall cause the lien to be discharged of record (whether by payment or bonding over) within fifteen days after filing. If Lessee fails to cause the lien to be discharged within such time, Lessor may, without the obligation to do so, payoff the lien and Lessee shall reimburse Lessor for all costs and expenses incurred by Lessor to pay and discharge such lien, including, but not limited to, reasonable attorney fees ("Lien Expense"). Lessee shall indemnify Lessor from any costs, including, but not limited to, reasonable attorney fees, in connection with any such lien.

In the event Lessee fails to reimburse Lessor within thirty (30) days after receipt of Lessor's demand for reimbursement for any Lien Expense incurred by Lessor with respect to any lien ("Delinquency Date"), Lessee shall be required to pay to Lessor, on the Delinquency Date and every thirty (30) days thereafter until Lessor receives such reimbursement, in addition to the amount of such Lien Expense, a late fee in the amount of five percent (5%) of the outstanding amount of the Lien Expense. Acceptance of the late fee or interest under this Section shall in no event constitute a waiver of Lessee's default with respect to the overdue amount, nor prevent Lessor from exercising any of his rights and remedies.

5. **Eminent Domain**

In the event of a taking of the leased premises during the term of this Agreement by a proceeding in eminent domain which results in the eviction of the Lessee, this Agreement shall terminate upon the date of such eviction. All awards shall be the sole property of Lessor, except for Lessee's award for relocation expense or loss of business, if any.

6. **Taxes**

Any real property taxes assessed against the leased premises or any property of which they are a part, at any time, shall be paid by the Lessee where such taxes have resulted because of rental of the leased premises by Lessee.

Payment of all such taxes, assessments and charges shall be made on or before the last day when payment may be made without interest or penalty. Lessee may, when permitted by appropriate governmental authority, pay any tax, assessment or charge over a period of time.

Lessee agrees to exhibit to Lessor on demand any time following such date for payment of taxes, assessments or charges, receipts evidencing payments of all such taxes, assessments or charges so payable.

7. **Assignment and Subletting**

Lessee covenants that it will not assign, sell, mortgage or in any manner transfer or encumber this Agreement or any interest herein, or sublet the leased premises or any part or parts thereof or grant any concession or license or otherwise permit occupancy of all or any part thereof by others without in each case first obtaining the prior written consent of Lessor.

The consent by Lessor to an assignment or subletting shall not in any way be construed to release Lessee from obtaining the express consent of the Lessor to any further assignment or subletting of any part of the leased premises nor shall the collection of rent by Lessor from any assignee, sub-lessee or other occupant be deemed a waiver of this covenant or the acceptance of the assignee, sub-lessee or occupant as a lessee hereunder or a release of Lessee from the further performance by Lessee of the covenants in this Agreement on Lessee's part to be performed. If Lessee is a corporation or a partnership, the sale or transfer of fifty percent (50%) or more of such corporation's voting shares or of such partnership's general partnership interests, as the case may be, shall be deemed to be an assignment of this Agreement. If Lessee is a nonprofit corporation, then the occurrence of any of the following events also shall be deemed to be an assignment of this Agreement: (i) a change in the name of Lessee or the nature of its business, generally, or in its affiliations or in its use of the leased premises, any of which, in the sole discretion of Lessor, is substantial; or (ii) in the event that the Lessee is currently affiliated with the Roman Catholic Church or any group or organization identified with, approved by or affiliated with the Roman Catholic Church, any event which causes Lessee to lose such affiliation.

8. **Default**

The occurrence of any one or more of the following events (hereinafter referred to as "Events of Default") shall constitute a breach of this Agreement by Lessee:

- a. if Lessee shall fail to pay rent or any other sum within seven (7) days after the same

becomes due and payable;

- b. if Lessee shall fail to perform or observe any other term hereof to be performed or observed by Lessee under this Agreement which failure to perform is not cured by Lessee within thirty (30) days after receipt of written notice from Lessor of such failure to perform;
- c. if Lessee shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy, or shall be adjudicated as insolvent or shall file a petition in any proceeding seeking any reorganization, arrangements, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file an answer admitting or fail timely to contest or acquiesce in the appointment of any trustee, receiver or liquidator of Lessee or any material part of its properties;
- d. if this Agreement or any estate of Lessee hereunder shall be levied upon under any attachment or execution and such attachment or execution is not vacated within ten (10) days;
- e. if Lessee vacates, abandons or deserts the leased premises or Lessee fails to occupy the leased premises for more than thirty (30) consecutive days; or
- f. if there is a revocation, termination or other invalidation of any permit, license or authorization with respect to Lessee's use and/or occupancy of the leased premises, including, but not limited to, certificates of occupancy, business licenses or charters.

9. **Remedies**

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

- a. Terminate this Agreement and, upon such termination, this Agreement shall come to an end and expire upon Lessor's termination, but Lessee shall remain liable for any damages Lessor may incur by reason of any default of the Lessee to comply with the terms and conditions of this Agreement; or
- b. Either with or without terminating this Agreement, Lessor may immediately or at any time after the Event of Default or after the date upon which this Agreement shall expire, reenter the leased premises or any part thereof, without notice, either by summary proceedings or by any other applicable action or proceeding, (without

being liable to indictment, prosecution or damages therefore), and may repossess the leased premises and remove any and all of Lessee's property and effects from the leased premises; or

- c. Either with or without terminating this Agreement, Lessor may relet the whole or any part of the leased premises from time to time, either in the name of Lessor or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the expiration of this Agreement, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods, as Lessor, in its sole discretion, may determine. In the event of any such reletting, Lessor shall not be liable for the failure to collect any rental due upon any such reletting, and no such failure shall operate to relieve Lessee of any liability under this Agreement or otherwise to affect any such liability; and Lessor may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the leased premises as Lessor, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Lessee of any liability under this Agreement or otherwise affecting such liability;
- d. Accelerate all rental due for the balance of the term of this Agreement and declare the same to be immediately due and payable; or
- e. Lessor shall have the right to recover all amounts payable by Lessee hereunder as they become due and all other damages incurred by Lessor as a result of an Event of Default including, without limitation, attorney's fees and costs.

10. Controlling Law; No Other Agreement or Representatives

This Agreement shall be governed by the laws of the State of Michigan. There are no understandings, agreements, representations, or warranties, expressed or implied, other than those set forth in a written addendum or supplement executed simultaneously herewith, or as herein set forth fully or incorporated by specific reference, respecting this Agreement or any real or personal property leased hereunder.

11. Non-Waiver; Modifications

No waiver of any provision of this Agreement, or a breach thereof, shall be construed as a continuing waiver, nor shall it constitute a waiver of any other provision or breach. The acceptance of part (but not all) of a rent installment(s) due Lessor hereunder shall not constitute a waiver of default hereunder for nonpayment of rent. The acceptance of all or part of a rent installment(s) due Lessor hereunder shall not constitute a waiver of any other type of default hereunder. No modification, alteration and/or amendment of this Agreement

shall be binding upon the other party hereto, unless the same shall be reduced to writing and signed by the party against whom it is sought to be enforced.

12. Notices

Whenever under this Agreement provision is made for notice of any kind, unless otherwise expressly herein provided, it shall be in writing and shall be served personally, sent by registered or certified mail, with postage prepaid, or sent by Federal Express or other similar next business day air courier. Notice shall be deemed given upon personal delivery or one (1) business day following deposit with an air courier. to the address of Lessor or Lessee, as the case may be, as stated below, or such other address as either of the parties may subsequently designate in writing by notice to the other party in the manner required herein:

To the Lessor at:

**Parish, St. Vincent Ferrer
1807 E. Gardenia
Madison Heights, Michigan 48071-3495**

and

**Allen H. Vigneron, Roman Catholic Archbishop
of the Archdiocese of Detroit
1234 Washington Boulevard
Detroit, MI 48226**

To the Lessee at:

**FOUR CORNERS MONTESSORI ACADEMY
975 Three Mile Road
Grand Rapids, Michigan 49544**

With a courtesy copy to:

**Clark Hill PLC
Attn: Joseph Urban
151 S. Old Woodward Avenue; Suite 200
Birmingham, Michigan 48009**

13. Surrender

The Lessee shall return said leased premises peaceably and promptly to the Lessor at the end

of the term of this Agreement, or at any earlier termination thereof, in as good condition as the same are now in or may hereafter to be put in, except for ordinary wear and tear. Upon termination of this Agreement, whether by expiration of the term, abandonment or surrender by Lessee, process of law or otherwise, any personal property belonging to Lessee and left on the leased premises shall be deemed to be abandoned and may be removed and disposed of by Lessor at Lessee's expense.

14. Right to Terminate

- a. If the leased premises become wholly untenable through damage or destruction, this Agreement shall be void; if partially untenable, Lessor shall have the option of canceling this Agreement at anytime within thirty (30) days after such casualty. If Lessor does not cancel this Agreement, the Lessor shall repair the leased premises with all convenient speed. The obligation of the Lessee to pay the monthly rental shall be abated during the time the leased premises are untenable and shall be partially abated during the time the leased premises are partially untenable. As used herein, the leased premises shall be deemed to be wholly untenable if the damage or destruction cannot be repaired by Lessor within one hundred eighty (180) days.
- b. In case the leased premises and/or the entrance(s), passageways, hallways and/or lavatories shall be sufficiently damaged so as to unreasonably impede Lessee's use of the leased premises for a period likely to exceed sixty (60) days, Lessee may, at its option, terminate this Agreement forthwith by written notice to the Lessor, in which event any unabsorbed advance rental forthwith upon Lessee's surrendering the leased premises shall be repaid to Lessee.

15. Successors and Assigns

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

16. No Representations

Lessee acknowledges that no representation, verbal or written, has been made by any broker, agent or employee of Lessor regarding the condition of the improvements on the premises. This Agreement is not made in reliance upon any representation whatsoever.

17. Security Deposit

The Lessor herewith acknowledges the receipt of **Twelve Thousand Dollars (\$12,000)**, which he is to retain as security for the faithful performance of all of the covenants, conditions, and agreements of this Agreement, but in no event shall the Lessor be obliged to apply the same upon rents or other charges in arrears or upon damages for the Lessee's failure to perform said covenants, conditions, and agreements; the Lessor may so apply the security at his option; and the Lessor's right to the possessions of the premises for non-payment of rent or for any other reason shall not in any event be affected by reason of the fact that the Lessor holds this security. The said sum, if not applied toward payment of rent in arrears or toward the payment of damages suffered by the Lessor by reason of the Lessee's breach of the covenants, conditions, and agreements of this Agreement, is to be returned to the Lessee when this Agreement is terminated, according to the terms, but in no event is the said security to be returned until the Lessee has vacated the premises and delivered possession to the Lessor. In the event that the Lessor repossesses himself of the leased premises because of the Lessee's default or because of the Lessee's failure to carry out the covenant, conditions, and agreements of this Agreement, the Lessor may apply the said security upon all damages suffered to the date of said repossession and may retain the said security to apply upon such damages as may be suffered or shall accrue thereafter by reason of the Lessee's default or breach. The Lessor shall not be obliged to keep the said security as a separate fund, but may mix the said security with its own funds nor shall Lessor be required to obtain or account for any interest on said funds

18. **Hold Over**

It is hereby agreed that in the event the Lessee herein holds over after the termination of this Agreement, that thereafter the tenancy will be from month-to-month in the absence of a written agreement to the contrary. All terms of the previous Agreement will remain the same, except that the rent amount shall be increased to 150% of the previous rent amount.

19. **Options to Renew**

Provided Lessee is not in default of any of the provisions of this Agreement, Lessee shall have one (1) option to extend the term of this Agreement for an additional two (2) year period from and after the expiration of the original term.

Lessee shall exercise the option by giving Lessor written notice of the intention to extend, no later than **December 31, 2013**.

The terms and conditions of this Agreement during the extended term shall be the same as during the original term of this Agreement, except there shall not be another option to extend.

20. **Headings**

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

21. **Hazardous Materials**

- a. Lessee shall be fully responsible, at its own expense, for compliance with all laws and/or regulations governing the handling of Hazardous Materials or other substances used or stored on the Premises in connection with Lessee's business conducted therein. All hazardous or potentially Hazardous Materials shall be stored in proper containers and shall be further protected against spills by secondary containment facilities. Lessee shall not spill, introduce, discharge or bury any Hazardous Materials, substance or contaminant of any kind in, on, or under the Premises or any portion thereof or any adjacent premises or into the ambient air. Lessee shall not permit the discharge of any Hazardous Materials into the sanitary or storm sewer or water system serving the Premises or any adjacent premises or into any municipal or other governmental water system or storm and/or sanitary sewer system. Lessee shall employ all appropriate safeguards and procedures necessary or appropriate to protect such systems from contamination. Lessee shall undertake, at its expense, any necessary and/or appropriate cleanup process in connection with any breach of the foregoing covenants, and without limiting Lessee's other indemnity or insurance obligations under this Agreement. Lessee shall, to the extent permitted by law, indemnify and hold harmless Lessor from and against all liability whether direct, indirect, consequential or otherwise, arising from any incident or occurrence on or about the Premises or any adjacent premises pertaining to Hazardous Materials which results from the acts or omissions of Lessee, its agents, employees or invitees, during the term hereof. The obligations of Lessee under this section shall survive the termination of this Agreement.
- b. "Hazardous Materials" shall include, without limitation, any chemical or other material which is or may become injurious to the public health, safety or welfare, or to the environment, flammable explosives, petroleum fractions, pesticides, radioactive materials, Hazardous Materials, regulated substances, hazardous or toxic substances, contaminating pollutants or related or similar materials, including by way of example, substances or materials defined by any federal, state or local environmental law, ordinance, rule or regulation, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, the Federal Insecticide, Fungicide, and Rodenticide Act or the Michigan Environmental Response Act, and the regulations adopted and publications promulgated pursuant thereto, all as amended.

22. **Asbestos**

Lessee understands and agrees that it is Lessee's obligation, at Lessee's sole cost and expense, to comply with Michigan's Asbestos in Educational Facilities Act ("AEFA"), the Federal Asbestos Hazard Emergency Response Act ("AHERA"), the Federal Occupational Safety and Health Act ("OSHA") and the Michigan Occupational Safety and Health Act ("MIOSHA"), including any and all regulations promulgated thereunder regulating asbestos-containing materials in any fashion whatsoever (collectively, the "Asbestos Regulations") with respect to the leased premises. Under no circumstances shall the Lessor be considered to: a) have undertaken any duties or obligations with respect to the Asbestos Regulations; b) have retained any duties or obligations with respect to the Asbestos Regulations; or c) have been nominated as, undertake any duty with respect to or be acting in any capacity as a Local Education Agency for the purpose of compliance with any of the Asbestos Regulations. All obligations of Lessee under the Asbestos Regulations shall be performed by asbestos abatement contractors or such other persons as are trained and licensed to inspect, evaluate and abate asbestos-containing materials, or those materials that are suspected or presumed to contain asbestos. Lessee, to the extent permitted by law, hereby indemnifies, defends and holds Lessor harmless from all costs, liability and loss of any kind and all claims of loss or liability, in any way arising out of or by reason of Lessee's failure to comply with this Section and/or the Asbestos Regulations.

23. **Signs**

Lessee has permission to erect an exterior sign on the property of the leased premises advertising the Lessee's intended use. The size, type, design, legend, and location must be in compliance with all applicable laws, including but not limited to, all applicable **City of Madison Heights** ordinances and must be approved by the **pastor of St. Vincent Ferrer Parish, in his reasonable discretion**. Lessee hereby acknowledges and agrees to maintain, at Lessee's sole cost and expense, any sign erected by Lessee pursuant to this paragraph in good repair and working order at all times. In addition, Lessee hereby agrees, to the extent permitted by law, to indemnify, defend and hold Lessor harmless (using counsel of Lessor's choice) from and against any cost, expense, claim or liability, including reasonable attorneys' fees, arising from or related to any sign erected by Lessee on the leased premises or the maintenance thereof.

At the expiration or termination of this Agreement, the Lessee shall promptly remove the sign and shall restore the leased premises and/or surrounding land to substantially their condition prior to installation of the sign. If the sign is not so removed within 30 days after the termination or expiration of this Agreement, then the sign shall, at Lessor's option, be deemed to have been abandoned by Lessee and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Lessor without notice to Lessee and without any obligation to account for such sign. All costs and expenses incurred by Lessor in connection with

repairing or restoring the leased premises and/or surrounding land to the condition called for herein, together with the costs, if any, of removing the sign shall be invoiced to Lessee and shall be immediately due from and payable by Lessee.

24. **Lessor's Cure**

All covenants, terms and conditions to be performed by Lessee under any of the terms of this Agreement shall be at its sole cost and expense and without any abatement of rental. If Lessee shall fail to pay any sum of money, other than the payment of rent, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder, Lessor may, but shall not be obligated so to do, and without waiving or releasing Lessee from any obligations of Lessee, make any such payment or perform any such other act on Lessee's part to be made or performed as in this Agreement provided. Lessee shall reimburse all sums so paid by Lessor and all necessary incidental costs related thereto ("Reimbursable Expenses") within fifteen (15) days of receipt of written notice from Lessor ("Delinquency Date") of the amount due. In the event Lessee fails to reimburse Lessor after receipt of Lessor's demand for Reimbursable Expenses, Lessee shall be required to pay to Lessor, on the Delinquency Date and every thirty (30) days thereafter until Lessor receives such reimbursement, in addition to the amount of such costs, a late fee in the amount of ten percent (10%) of the outstanding amount of the cost. Acceptance of the late fee or interest under this Section shall in no event constitute a waiver of Lessee's default with respect to the overdue amount, nor prevent Lessor from exercising any of his rights and remedies.

All Reimbursable Expenses shall be deemed additional rental, and Lessor shall have (in addition to any other right or remedy of Lessor) the same rights and remedies in the event of the nonpayment thereof by Lessee as in the case of default by Lessee in the payment of rent.

25. **Lessor's Rights and Non-liability**

- Lessor shall have the right from time to time, without notice to Lessee, to inspect the leased premises to confirm Lessee's compliance with this Agreement, provided such inspection does not unreasonably interfere with Lessee's use of the leased premises.
- Lessor shall not be responsible or liable to Lessee for:
 - any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining areas or any part of the area adjacent to or connected with the leased premises or any part of the structures or improvements on the leased premises; or
 - any loss or damage resulting to Lessee or his property from theft or a failure of the security systems, if any, in the structures or improvements on the leased premises; or
 - or any damage or loss of property within the leased premises from any cause other than solely by reason of the willful act of Lessor, and no such occurrence

shall be deemed to be an actual or constructive eviction from the leased premises or result in an abatement of rents.

If Lessor shall fail to perform any covenant, term or condition of this Agreement upon Lessor's part to be performed, and, if as a consequence of such default, Lessee shall recover a money judgment against Lessor, such judgment shall be satisfied only against the right, title and interest of Lessor in the leased premises and out of rents or other income from the leased premises by Lessor, or out of the consideration received by Lessor from the sale or other disposition of all or any part of Lessor's right, title and interest in the leased premises, and Lessor shall not be liable for any deficiency.

26. **"AS IS"; No Representations**

Lessee accepts the leased premises in its condition on the date of this Agreement, "AS IS" and without any representations or warranties of any kind, express or implied, by Lessor. Lessee acknowledges that no representation, verbal or written, has been made by any broker, agent or employee of Lessor regarding the condition of the improvements on the leased premises. This Agreement is not made in reliance upon any representation whatsoever.

27. **Transfer of Leased Premises by Lessor**

Lessor reserves the right to sell, assign or otherwise transfer its interest in the leased premises without Lessee's consent. In the event of any such sale, assignment or transfer, the transferor shall automatically be relieved of any obligations or liabilities on the part of Lessor accruing from and after the date of such transfer and Lessee covenants and agrees to recognize such transferee as the Lessor under this Agreement.

28. **Subordination**

This Agreement and the rights of the Lessee hereunder are hereby made subject to and subordinate to all mortgages now or hereafter placed upon the leased premises. Lessee covenants and agrees to execute and deliver on demand an instrument or instruments subordinating this Agreement to the lien of any such mortgage or mortgages and hereby irrevocably appoints Lessor the attorney-in-fact of Lessee to execute and deliver any such instrument or instruments in the name of Lessee; provided the mortgagee named in said mortgage(s) shall in writing agree to recognize this Agreement and not disturb Lessee's tenancy in the even to foreclosure if Lessee is not in default hereunder. In addition, Lessee agrees that, upon the request of Lessor or any mortgagee of Lessor, Lessee shall execute an estoppel certificate in form satisfactory to Lessor or any mortgagee of Lessor.

29. **Attorneys' Fees**

If Lessor uses the services of an attorney in connection with (i) any breach or default in the performance of any of the provisions of this Agreement, in order to secure compliance with such provisions or recover damages therefore, or to terminate this Agreement or evict Lessee, or (ii) any action brought by Lessee against Lessor, or (iii) any action brought against Lessee in which Lessor is made a party, Lessee shall reimburse Lessor upon demand for any and all attorneys' fees and expenses so incurred by Lessor.

30. **Additional Rent**

All taxes, insurance, utility charges, costs and expenses that the Lessee assumes or agrees to pay under this Agreement, together with all interest and late charges that may accrue thereon in the event of failure of Lessee to pay these items, and all other damages that Lessor may incur by reason of any default of the Lessee to comply with the terms and conditions of this Agreement shall be deemed additional rent, and in the event of non-payment, Lessor shall have all the rights as herein provided for failure to pay rent.

31. **Jury Waiver**

LESSOR AND LESSEE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO THIS AGREEMENT. ALL ACTIONS ARISING DIRECTLY OR INDIRECTLY AS A RESULT OR IN CONSEQUENCE OF THIS AGREEMENT SHALL BE INSTITUTED AND LITIGATED ONLY IN COURTS HAVING JURISDICTION IN THE COUNTY OF OAKLAND, STATE OF MICHIGAN.

32. **Additional Provisions**

Lessor hereby acknowledges that Lessee is a non-profit corporation and the members of its Board of Directors are unpaid Volunteers and such members shall not be personally liable for the obligations of the Lessee under this Agreement. Lessor hereby further acknowledges that Lessee is a public school academy as defined in the Act and this Agreement does not impose any liability on the State of Michigan or the Authorizing Body (as defined in the Act).

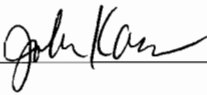
Lessor acknowledges that Lessee is a public school academy and that this Agreement does not impose any liability on the State of Michigan, any agency of the State of Michigan or the Authorizing Body of the Lessee for any debt or obligation incurred by

Lessee hereunder. Lessor and Lessee acknowledge and agree that Lessee has no authority to extend the faith and credit of Lessee's Board of Directors or to enter into any contractual arrangement that would financially obligate the Authorizing Body.

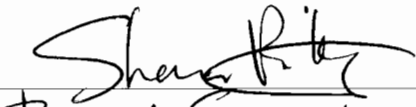
Lessee acknowledges that it has retained the services of Real Estate Professional Services ("Lessee's Broker"), and no other broker, in connection with this transaction. Lessor agrees to pay Lessee's Broker a commission in the amount of four percent (4%) of the actual amount of rent actually paid by Lessee during the initial term of this Agreement (including any deduction for rent credits).

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

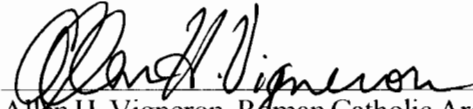
IN THE PRESENCE OF:



IN THE PRESENCE OF:


Board Secretary

LESSOR:


Allen H. Vigneron, Roman Catholic Archbishop
of the Archdiocese of Detroit

LESSEE:

FOUR CORNERS MONTESSORI ACADEMY

By: 

Its: VICE PRESIDENT

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (hereinafter called the "Amendment"), entered into as of the 26th day of October, 2011, by and between ALLEN H. VIGNERON, ROMAN CATHOLIC ARCHBISHOP OF THE ARCHDIOCESE OF DETROIT, whose address is 1234 Washington Boulevard, Detroit, Michigan 48226, (herein called "Lessor") and FOUR CORNERS MONTESSORI ACADEMY, A MICHIGAN NON-PROFIT CORPORATION whose address is 975 Three Mile Road, Grand Rapids, Michigan 49544 (herein called "Lessee"):

WHEREAS, the parties have entered into a certain Lease Agreement (the "Lease") dated as of the 15th day of May, 2009 for a portion of the premises located at 1075 East Gardenia, Madison Heights, Michigan, 48071 as described therein;

WHEREAS, the parties desire to amend the Lease, pending approval of same by Lessee's authorizing body, the Board of Trustees of Oakland University, in order to ensure continued harmonious relationship.

NOW THEREFORE:

The parties amend the Lease as follows:

1) The Lessee shall pay to Lessor, in addition to any amounts due under the Lease, the amount of 10% of Lessee's pre-school revenues (e.g. revenues directly generated by the pre-school program from tuition) ("Pre-School Revenue");

2) On or before October 31 of a given year (each, a "Base Year"), Lessee shall project the subsequent year's Pre-School Revenue, shall ascertain 10% of that revenue (which shall be the "AOD Program Revenue") and pay to Lessor an amount equal to 1/12th of the AOD Program Revenue monthly on or before the 30th day of each month;

3) On or before October 31 of each year subsequent to a Base Year, Lessee shall undertake an accounting of the Base Year's Pre-School Revenues to ascertain whether they were above or below the projections and, if below the projections, the AOD Program Revenue for the year subsequent to the Base Year shall be reduced by the amount that the revenues were below projected revenues; if above, the AOD Program Revenue shall be increased by the amount that the revenues were above projected revenues, each amount to be netted against that year's monthly payments on a 1/12th basis;

4) Lessee shall pay to Lessor an amount equal to 10% of the pre-school revenues for the prior (2010-2011) school year on or before the 30th of November, 2011, which amount the parties agree is \$5,761;

5) For 2011-2012, Lessee shall pay to Lessor an amount equal to 10% of the pre-school revenues for the 2010-2012 school year in the amount of \$9,060 in monthly

installments of \$755 from July, 2011 through June 30, 2012 (to be adjusted pursuant to the mechanism set forth in Paragraph 3, above);

6) All other terms and conditions of the Lease shall remain in full force and effect.

In witness whereof, the parties hereto have executed this Amendment this ____ day of ____, 2011.

In the Presence of:

LESSOR

Mavis Wilko

Allen H. Vigneron

~~Allen~~
Adam H. Vigneron, Catholic Archbishop of the
Archdiocese of Detroit

Date: _____

Lessee

FOUR CORNERS MONTESSORI ACADEMY

St. Bl.

Its:

Date: 10/26/11

New Lease Agreement will be inserted upon attainment of party signatures.

SCHEDULE 7

REQUIRED INFORMATION FOR PUBLIC SCHOOL ACADEMY

SECTION A

GOVERNANCE STRUCTURE

GOVERNANCE STRUCTURE

WHEREAS, the People of Michigan through their Constitution have provided that schools and the means of education shall forever be encouraged and have authorized the Legislature to maintain and support a system of free public elementary and secondary schools; and all public schools are subject to the leadership and general supervision of the State Board of Education; and the Legislature has authorized an alternative form of public school designated a "public school academy" to be created to serve the educational needs of pupils and has provided that pupils attending these schools shall be eligible for support from the State School Aid Fund; and the Legislature has delegated to the governing boards of state public universities, community college boards, intermediate school district boards and local school district boards, the responsibility for authorizing the establishment of public school academies; and the Oakland University Board of Trustees ("University") has approved the issuance of a contract conferring certain rights, franchises, privileges, and obligations of a public school academy to the Academy through its Board ("Contract").

The Academy is incorporated as a Michigan nonprofit corporation, organized on a non-stock, directorship basis for the purpose of operating as a Michigan public school academy. The Academy shall conduct its affairs as a governmental entity exempt from federal income taxes under Section 115 of the United States Internal Revenue Code or any successor law. The Academy is a body corporate and is not a division or part of Oakland University. The relationship between the Academy and the University is based solely on the applicable provisions of the Code and the terms of this Contract.

The Academy Board shall have at least five (5), but no more than nine (9) members, as determined by the University. Academy Board members shall be appointed according to the terms of the Method of Selection, Appointment and Removal Resolution adopted by the University. The Academy Board has all the powers and duties permitted by law to manage the business, property and affairs of the Academy and for adopting policies by which the Academy shall be governed. The Academy Board is responsible for assuring that the Academy operates according to the Terms and Conditions of this Contract and Applicable Law. **Contract Schedule 2: Bylaws, set forth a further description of the Academy Board's governance structure.**

Academy Board members shall serve in their individual capacity, and not as a representative or designee of any other person or entity. **The Academy Board shall ensure compliance with Applicable Law relating to conflicts of interest and prohibited familial relationships, including Article IV, Sections 4.4 and 4.5 of this Contract.**

Pursuant to applicable law and the Terms and Conditions of this Contract, **including Article III, Section 3.6**, the Academy Board may employ or contract for personnel according to the position information outlined in **Schedule 5**. Before entering into an agreement with an educational service provider or an employee leasing company to provide services or to provide personnel to perform services or work at the Academy, the Academy Board must first comply with the Educational Service Provider Policies issued by the Public Schools Academy Office.

SECTION B

EDUCATIONAL GOAL AND RELATED MEASURES

EDUCATIONAL GOAL AND RELATED MEASURES

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.2, the Academy shall achieve or demonstrate measurable progress toward the achievement of the educational goal identified in this schedule. Upon request, the Academy shall provide The Office of Public School Academies (“PSA Office”) with a written report, along with supporting data, assessing the Academy’s progress toward achieving this goal. In addition, the University expects the Academy will meet the State of Michigan’s accreditation standards pursuant to state and federal law.

Educational Goal to Be Achieved

Prepare students academically for success in college, work and life.

Measures for Determining Goal Achievement

To determine whether the Academy is achieving or demonstrating measurable progress toward the achievement of this goal, The PSA Office will annually assess the Academy’s performance using the following measures.

Measure 1: Student Achievement

The academic achievement of all students in grades 2-11, who have been enrolled for three* or more years at the Academy, will be assessed using the following metrics and achievement targets:

Grade(s)	Metric	Achievement Targets
Grades 2-7	The average college readiness level based on scaled scores from the Performance Series® by Scantron® reading and math tests administered in the spring.	Students enrolled for three* or more years will on average achieve scaled scores equal to or greater than the grade-level achievement targets for reading and math identified in this schedule.
Grades 8-11	The average college readiness level based on subject scores from the Explore®, Plan® and ACT® tests by ACT, Inc. administered in the spring.	Students enrolled for three* or more years 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.

*If the cohort of students enrolled for three or more years is not sufficient in size to conduct a valid analysis, the cohort of students enrolled for two or more years will be used.

Achievement Targets

Scantron Performance Series (PS) Targets

Grade	PS Reading Spring Target	PS Math Spring Target
2	2265	2191
3	2504	2380
4	2691	2497
5	2843	2615
6	2921	2733
7	2948	2800
8	3012	2890

EXPLORE, PLAN, and ACT Targets

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

Measure 2: Student Growth

The academic growth of all students in grades 3 through 11 at the Academy will be assessed using the following metrics and growth targets:

Grade(s)	Metric	Growth Targets
Grades 3-8	Growth made by students from fall-to-spring in reading and math as measured by scaled scores on the Performance Series by Scantron.	Students' fall-to-spring academic growth on average will demonstrate measurable progress toward the grade-level achievement targets for reading and math identified in the schedule.
Grades 8-11	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.

SECTION C

EDUCATIONAL PROGRAMS

Educational Program

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.3, the Academy shall implement, deliver, and support the educational program identified in this schedule.

Mission Statement

The mission of Four Corners Montessori Academy is to provide an exemplary education through a nurturing and stimulating environment that enhances each child's intellectual and emotional gifts, leading to responsible and compassionate citizens.

Educational Program

The Montessori philosophy specifically provides a child-centered, individualized approach to teaching and learning. The instructional design of the Montessori philosophy that supports Four Corners Montessori Academy's educational goals, mission, and vision includes:

- Individualized, Differentiated Learning - Montessori education is built upon the tenet that all learners are individuals - in style, pace and interests. Four Corners Montessori Academy's individualized curriculum allows children to strive for their own personal best. Differentiated instruction has been shown to increase success and satisfaction in school.
- Mixed-Age Groupings - Students will be grouped into mixed-age classes that span three years each in the elementary school (Grades 1-3 and 4-6) and two years in the middle school program (Grades 7-8). These mixed classrooms provide numerous benefits including a greater range of curriculum options and reduced competition. Older children teach younger children which builds confidence and competence. Peer tutoring also promotes cooperation and a sense of community.
- Prepared Environment - The learning environment and classroom are carefully prepared so that they reinforce the child's independence and intellectual development. Montessori instruction progresses from concrete explorations and concept development to abstract understandings. The classroom will consist of strategic centers, each containing activities, materials and hands-on projects that engage the learner. Teachers will develop these materials and displays so that are closely aligned with the Michigan Curriculum Framework. In this prepared environment, the teacher gives presentations of each material to the class, demonstrates its' proper use, and then completes the activity by showing how it is to be stored after it has been used. In this setting, children are then able to move around freely within this positive learning climate, while maintaining definite rules of structure. Classroom rules reinforce this structure, and are displayed by both students and teachers to ensure an orderly and appropriate learning environment. Rules

of socialization are also part of the curriculum, and an importance is placed on creating appropriate social relationships within this carefully constructed environment.

- **Parent Involvement** - Four Corners Montessori Academy realizes that the community has various types of families and acknowledges that the term “parents” may include guardians and other adult caretakers, most often grandparents. Four Corners Montessori Academy considers all caregivers vital partners in the education of their children. Parents will be welcome at Four Corners Montessori Academy and will be given many opportunities for participating in their child's educational experience. Families will be required to commit at least 15 volunteer hours per year helping with school activities, and will be committed to doing their part at home to ensure their children's success.

- **Teacher's Role** - Four Corners Montessori Academy teachers will facilitate learning by carefully observing each child's behavior and growth, then guiding each child using changes in environment, invitations for inquiry and direct instruction. Teachers will work to create and sustain a classroom and school culture where demonstrations of respect, initiative, risk-taking and persistence in learning are the norm. In the younger grades, teachers will work with individuals or small groups of children. Middle School teachers will provide more whole class instruction, and will challenge and extend the self-directed habits of the elementary years as students begin to direct their own development.

- **Character Education** - Personal and social education will be integrated into Four Corners Montessori Academy's learning program. Classroom life will emphasize the Montessori values of grace, courtesy, respect and responsibility. Teachers will model these values and will expect to observe them in all students throughout the school.

- **Integrated Teaching and Learning** - Montessori education emphasizes interdisciplinary teaching to encourage connections across the curriculum and to students' personal lives. Emphasis will be placed on projects that require open-ended research and in-depth study using primary and secondary sources as well as other materials. When students understand the purpose for and connection among their activities, they become motivated learners.

- **Community Connection** - As children grow, they learn in and contribute to increasingly expansive and diverse human and environmental communities. Students at Four Corners Montessori Academy will first come to understand the world and their part in it by discovering community within the classroom, then by contributing to the life of the school and caring for the surrounding environment and finally, by supporting the improvement of the larger community beyond the school. Community service opportunities will be an important part of the curriculum throughout Four Corners Montessori Academy, and will culminate in fully developed student service projects for all Middle School students. Community-based relationships will be fostered,

whereby students and staff will be able to reach out to the local area surrounding the Academy, especially in times of need. Business and community leaders will be invited to share their expertise with students.

The Montessori educational program is dynamic in nature. Instead of presenting individual concepts at a set time in a student's career, concepts are presented in multiple ways, in varying degrees of difficulty and are integrated across multiple academic subjects. This allows students to fully process these concepts in diverse ways and to then develop a complete understanding of the concepts as developmentally appropriate. The curriculum will be monitored through the continuous school improvement process to assure that all benchmarks and Grade Level Expectations in the Michigan Curriculum Framework are being met. We will be vigilant that a dynamic spiral curriculum prevails. Many learning opportunities must be made available to students in a structured and prepared environment where they develop independence and a sense of personal empowerment. As this is the children's community, they will move freely within it, selecting work that captures their interest and which motivates them to work across curricula areas.

FCMA offers a separate fee-based preschool program. The pre-Kindergarten program is for children ages 3 and 4 and will be operated by and paid for through tuition fees charged for enrollment and participation in the program, with fees established to assure self-sufficiency of the program.

A before and after school program is provided for school age children. Parents pay for services at a rate to ensure self-sufficiency of the program.

Four Corners Montessori Academy offers a full range of services for students with special needs. The Academy participates in a wide range of services provided by the Oakland Schools Intermediate School District designed to support the identification and education of students with special needs. Special needs include students found eligible for special education services and those who are English Language Learners (ELL). Services will be provided in the least restrictive environment most conducive to student learning, consistent with federal and state regulations governing special education and the value FCMA places on diversity. Children with disabilities will be provided assistive technologies needed to meet educational requirements. English language learners will receive assistance to participate effectively in the Montessori classroom.

The Montessori classroom and educational model are favorable to meeting the needs of special needs students' with minimal pull-out or segregated services. The layout and design of the Montessori classroom lends itself to such students, as each classroom is designed to have large open spaces and work areas for the students to move around. Classroom materials are hands-on

and have a built-in control of error, so students having difficulty with abstract thinking will be able to work with concrete representations of hard to learn concepts. The multi-age format allows special needs students to be grouped with their peers, and gives fellow students opportunities to learn about inclusion and peer mentoring. Montessori education helps students become self-directed, independent learners, skills which are not often taught in traditional programs. In addition, the Academy provides certified special education teachers when necessary to fulfill IEP requirements for such students.

SECTION D
CURRICULUM

CURRICULUM

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.4, the Academy shall implement, deliver, and support the curriculum identified in this schedule.

The Academy has adopted the written curriculum for the subjects and courses identified in this schedule. The curriculum has been reviewed and approved by Office of Public School Academies.

Curriculum is located in a separate file due to size.

SECTION E

METHODS OF PUPIL ASSESSMENT

METHODS OF PUPIL ASSESSMENT

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.5, the Academy shall properly administer the academic assessments indentified in this schedule and in accordance with the requirements detailed in the Master Calendar of Reporting Requirements annually issued by the PSA Office.

The Academy shall authorize the PSA Office to have access to the Academy's Student/School Data Applications through the Center for Educational Performance and Information and to the electronic reporting system administered by the Michigan Department of Education to access the Academy's Michigan Educational Assessment Program ("MEAP"), Michigan Merit Exam ("MME") and other state assessment results, as applicable. The Academy shall ensure that those involved with the administration of these assessments are properly trained and adhere to the ethical standards and testing procedures associated with these assessments.

Academic Assessments to be Administered:

<u>Grade(s)</u>	<u>Academic Assessment(s)</u>
Grade K-1	Performance Series (PST) Reading and Math or other assessment approved by PSA Office
Grade 2	Performance Series (PST) Reading and Math
Grades 3-8	Michigan Educational Assessment Program ("MEAP") Performance Series (PST) Reading and Math
Grade 8	EXPLORE by ACT
Grade 9	Michigan Educational Assessment Program ("MEAP") EXPLORE by ACT
Grade 10	PLAN by ACT
Grade 11	Michigan Merit Exam ("MME")

SECTION F

APPLICATION AND ENROLLMENT OF STUDENTS

STUDENT APPLICATION AND ENROLLMENT

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.6, the Academy shall comply with the application and enrollment requirements identified in this Attachment.

Enrollment Limits

The Academy will offer pre-kindergarten through 8th grade. **The Academy will annually adopt maximum enrollment figures prior to its application and enrollment period.**

Requirements

Section 504 of the Revised School Code states that public school academies will 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 student with a disability, or any other basis that would be illegal if used by a Michigan public school district.

- Academy enrollment will be open to all individuals who reside in Michigan. Except for a foreign exchange student who is not a United States citizen, the Academy will not enroll a pupil who is not a Michigan resident.
- Academy admissions may be limited to pupils within a particular age range/grade level or on any other basis that would be legal if used by a Michigan public school district.
- The Academy Board may establish a policy providing enrollment priority to siblings of currently enrolled pupils.
- The Academy may give enrollment priority to a child of a person who is employed by or at the public school academy or who is on the board of directors of the public school academy. 504(4)
- The Academy will 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 will be selected for enrollment through a random selection drawing.

Matriculation Agreement

- The Academy Board may enter into a matriculation agreement with another public school academy or public school pursuant to section 504(4) of the Revised School Code.

- However, before the Academy Board approves a matriculation agreement, the Academy shall provide a draft copy of the agreement to the Public School Academy Office for review.
- Any matriculation agreement entered into by the Academy shall be added to this attachment through a contract amendment in accordance with this Contract.
- Until this matriculation agreement is incorporated into this Contract, the Academy is prohibited from granting an enrollment priority to any student pursuant to that matriculation agreement.

Application Process

- The application period will be a minimum of two weeks in duration, with evening and/or weekend times available.
- The Academy will accept applications all year. If openings occur during the academic year, students will be enrolled. If openings do not exist, applicants will be placed on the official waiting list. The waiting list will 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 will be admitted according to the official waiting list. The position on the waiting list will be determined by the random selection drawing. If there is no waiting list, students will 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 written approval from the Public School Academy Office.**

Legal Notice or Advertisement

- The Academy will provide legal notice or advertisement of the application and enrollment process in a local newspaper of general circulation. **A copy of the legal notice must be forwarded to the Public School Academy Office.**
- At a minimum, the legal notice or advertisement 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 or advertisement of the application period will be designed to inform individuals that are most likely to be interested in attending the Academy.
- The Academy, being an equal opportunity educational institution, will be committed to good-faith affirmative action efforts to seek out, create and serve a diverse student body.

Re-enrolling Students

- The Academy will 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 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 re-apply 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 will:

- 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 Public School Academy Office of both the application period and the date of the random selection drawing, if needed.** The Public School Academy Office may have a representative on-site to monitor the random selection drawing process.

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

- 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 will 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 will appear on the official waiting list in the order they were selected in the random selection drawing.

SECTION G

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.7, the Academy shall comply with the school calendar and school day schedule requirements identified in this schedule.

School Calendar

The Academy's school calendar shall comply with Sections 1175, 1284 and 1284a, if applicable, of the Code. The Academy's school calendar shall also comply with the minimum requirements set forth in Section 101 of the School Aid Act of 1979 (MCL 388.1701). The Academy Board must submit a copy of the Academy's school calendar to Office of Public School Academies ("PSA Office") in accordance with the Master Calendar of Reporting Requirements.

School Day Schedule

The Academy Board must structure the Academy's school day schedule to meet the required number of instructional days and hours. The Academy Board must submit the school day schedule to The PSA Office prior to the commencement of each academic year.

SECTION H

AGE OR GRADE RANGE OF PUPILS

AGE OR GRADE RANGE FOR PUPILS TO BE ENROLLED

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.8, the Academy shall comply with the age or grade ranges as stated in this schedule.

The Academy will enroll students in grades PK-8. The Academy may add grades with the prior written approval of the authorizing body.