



CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY
AND RELATED DOCUMENTS

ISSUED TO

WALDEN GREEN MONTESSORI
(A PUBLIC SCHOOL ACADEMY)

BY THE

CENTRAL MICHIGAN UNIVERSITY
BOARD OF TRUSTEES
(AUTHORIZING BODY)

JULY 1, 2024

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REAUTHORIZING RESOLUTION

REAUTHORIZATION OF PUBLIC SCHOOL ACADEMY**Walden Green Montessori**

Recitals:

1. At its June 27, 2019, meeting this board authorized the issuance of a contract to charter as a public school academy to Walden Green Montessori. On July 1, 2019, the contract was effective.
2. The contract of this academy expires June 30, 2024.
3. The Governor John Engler Center for Charter Schools has completed its evaluation and assessment of the operation and performance of Walden Green Montessori.
4. The university president or designee has recommended the reissuance of a contract to charter as a public school academy to Walden Green Montessori. The term of the contract is recommended for a term not to exceed ten (10) years.

BE IT RESOLVED, That this board approves and authorizes the execution of a contract to charter as a public school academy to Walden Green Montessori for a term not to exceed ten (10) years and authorizes the chair of the board to execute a contract to charter as a public school academy and related documents between Walden Green Montessori and the Central Michigan University Board of Trustees, provided that, before execution of the contract, the university president or designee affirms that all terms of the contract have been agreed upon and Walden Green Montessori is able to comply with all terms and conditions of the contract.

CMU BDT APPROVED

Date:

11/30/2023

Signature:

Mary Jane Flanagan



BOARD OF TRUSTEES

PROPOSAL FOR BOARD ACTION: CONSENT AGENDA

Public School Academy Board of Directors: Method of Selection, Appointment, and Removal

Project Description:

After reviewing the exigent appointment process, the Center for Charter Schools believes that this process cannot adequately protect the University Board from a situation where an academy governing board and the educational service provider simultaneously resign. The challenges in recruiting, interviewing and appointing a new board (or at least three members who could meet as a quorum), and have the new board contract with a new educational service provider, is time consuming and cannot be accomplished quickly. Accordingly, the Center recommends that the University Board charter contracts include a revision to a provision regarding the appointment of a conservator/manager on a temporary basis to address situations such as the en masse resignation of an academy governing board.

The conservator/manager would have all the powers and duties of the academy's governing board and would function in the board's place upon appointment. The conservator/manager would be designated by the University President or his or her designee upon consultation with the University Board Chair. The current conservator/manager provision required the action of the full University Board to appoint a conservator/manager. In order for this change to occur, the University Board's Method of Selection, Appointment and Removal Policy must be amended.

Proposed by: Provost Gealt

PROPOSED RESOLUTION: CONSENT AGENDA

Public School Academy Board of Directors: Method of Selection, Appointment, and Removal

BE IT RESOLVED, That the policy titled Public School Academy Board of Directors: Method of Selection, Appointment, and Removal as amended and dated February 15, 2018, is adopted and replaces the Public School Academy Board of Directors: Method of Selection, Appointment and Removal approved and dated December 7, 2006, July 12, 2007 and July 14, 2011; and Be it further

RESOLVED, That these provisions shall be implemented with new charter contracts and shall be phased in as existing charter contracts are reissued. This applies to new and existing charter contracts issued under Part 6A, Part 6E or MCL 380.1311b to MCL 380.1311m of the Revised School Code. The charter schools office is authorized to negotiate changes in the terms and conditions of charter contracts to fully implement these provisions.

CMU BDT APPROVED

Date: 2/15/18
Signature: My Hangan

Public School Academy Board of Directors: Method of Selection, Appointment and Removal

The Central Michigan University Board of Trustees declares that the method of selection, length of term, and number of board members shall be as follows.

Method of Selection and Appointment

The Central Michigan University Board of Trustees ("University Board") shall prescribe the method of appointment for members of an academy's board of directors. The director of the charter schools office is authorized to develop and administer an academy board selection and appointment process that includes an *Application for Public School Academy Board Appointment* and is in accord with these policies:

- a. The University Board shall appoint the initial and subsequent academy board of directors by resolution, except as prescribed by subparagraphs d and e. The director of the charter schools office shall recommend qualified individuals to the University Board, and ensure that the board of directors includes representation from the local community where the academy is located.
- b. The academy board of directors, by resolution and majority vote, shall nominate its subsequent members, except as provided otherwise. The academy board of directors shall recommend to the director of the charter schools office at least one nominee for each vacancy. Nominees shall submit the *Application for Public School Academy Board Appointment* for review by the charter schools office. The director of the charter schools office may or may not recommend the appointment of a nominee submitted by the academy board. If the director of the charter schools office does not recommend the appointment of a nominee submitted by the academy board, he/she may select and recommend another nominee or may request the academy board submit a new nominee for consideration.
- c. An individual appointed to fill a vacancy created other than by the expiration of a term shall be appointed for the unexpired term of that vacant position.
- d. Under exigent conditions, and with the approval of the University Board's chair and the president, the director of the charter schools office may appoint a qualified individual to an academy's board of directors. All appointments made under this provision must be presented to the University Board for final determination at its next regularly scheduled meeting. The University Board reserves the right to review, rescind, modify, ratify, or approve any appointments made under this provision.
- e. In the event that the health, safety and welfare of an academy's students, property or funds are at risk, the president, after consulting with the University Board's chair, may appoint a person to serve as a conservator for the academy. Upon appointment, the conservator shall have all the powers of the academy's board of directors and shall act in the place and stead of the academy's board of directors. After the President appoints a conservator, the full Board of Trustees shall receive notice of the appointment as soon as possible. The president shall appoint the conservator for a definite term which may be extended in writing. During the conservator's appointment, the academy's board of directors, and all powers of the academy's board of directors, are suspended. The charter contract shall set forth any additional powers granted to the conservator during their appointment. All appointments made under this

Date: 2/15/18

Signature: 

provision must be presented to the University Board for final determination at its next regularly scheduled meeting.

Length of Term

The director of an academy board shall serve at the pleasure of the University Board. Terms of the initial positions of the academy board of directors shall be staggered in accordance with *The Academy Board of Directors Table of Staggered Terms and Appointments* established and administered by the director of the charter schools office. Subsequent appointments shall be for a term of office not to exceed four (4) years, except as prescribed by *The Academy Board of Directors Table of Staggered Terms and Appointments*.

Removal and Suspension

If the University Board determines that an academy board member's service in office is no longer necessary, then the University Board may remove an academy board member with or without cause and shall specify the date when the academy board member's service ends. An academy board member may also be removed as part of a reconstitution under the charter contract or from office by a two-thirds (2/3) vote of the academy's board of directors for cause.

With the approval of the University Board's chair and the president, the director of the charter schools office may suspend an academy board member's service, if in his/her judgment the person's continued presence would constitute a risk to persons or property, or would seriously impair the operation of the academy. Any suspension made under this provision must be presented to the University Board for final determination at its next regularly scheduled meeting. The University Board reserves the right to review, rescind, modify, ratify, or approve any suspensions made under this provision.

Number of Directors

The number of members of the academy board of directors shall not be less than five (5) nor more than nine (9). If the academy board of directors fails to maintain its full membership by making appropriate and timely nominations, the University Board or its designee may deem that failure an exigent condition.

Qualifications of Academy Board Members

To be qualified to serve on an academy's board of directors, a person shall, among other things: (a) be a citizen of the United States; (b) be a resident of the State of Michigan; (c) submit all materials requested by the charter schools office including, but not limited to, the *Application for Public School Academy Board Appointment* which must include authorization to process a criminal background check; and (d) annually submit a conflict of interest disclosure as prescribed by the charter schools office.

The members of an academy board of directors shall not include: (a) employees of the academy; (b) any director, officer, or employee of an educational management organization or educational management corporation that contracts with the academy; (c) a Central Michigan University official or employee, as a representative of Central Michigan University.

CMU BDT APPROVED

Date: 2/15/18

Signature: m J Flanagan

Oath of Public Office

All members of the academy board of directors must take the constitutional oath of office and sign the *Oath of Public Office* before beginning their service. No appointment shall be effective prior to the filing of the *Oath of Public Office* with the charter schools office.

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

Amended by Board of Trustees: 18-0215

Adopted by Board of Trustees: 98-0918, 06-1207, 07-0712 and 11-0714

CMU BDT APPROVED

Date: 2/15/18

Signature: my Haneja

TERMS AND CONDITIONS OF CONTRACT

**TERMS AND CONDITIONS
OF CONTRACT**

DATED: JULY 1, 2024

ISSUED BY

CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES

**CONFIRMING THE STATUS OF
WALDEN GREEN MONTESSORI**

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, intermediate school district boards and local school district boards, the responsibility for authorizing the establishment of public school academies; and

WHEREAS, the Central Michigan University Board of Trustees has considered and has approved the issuance of a contract to Walden Green Montessori;

NOW, THEREFORE, pursuant to the Revised School Code, the Central Michigan University Board of Trustees issues a Charter Contract conferring certain rights, franchises, privileges, and obligations and confirms the Walden Green Montessori's status as a public school academy. In addition, the parties agree that the issuance of this Charter Contract is subject to the following terms and conditions:

ARTICLE I DEFINITIONS

Section 1.1. Certain Definitions. For purposes of this Charter 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 Walden Green Montessori which is established as a public school academy pursuant to this Charter Contract.
- (b) "Academy Board" means the Board of Directors of the Academy.
- (c) "Applicable Law" means all state and federal law applicable to public school academies, including all rules, regulations, and orders promulgated thereunder.
- (d) "Application" means the public school academy application and supporting documentation submitted to the University for the establishment of the Academy.
- (e) "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.
- (f) "Community District" means a community school district created under part 5B of the Code, MCL 380.381 et seq.
- (g) "Conservator" means an individual appointed by the President of Central Michigan University in accordance with Section 10.8 of these Terms and Conditions of Contract.

- (h) "Contract" means, in addition to the definition set forth in the Code, these Terms and Conditions of Contract, the Reauthorizing Resolution, the Method of Selection, Appointment, and Removal Resolution, the Charter Contract Schedules 1-8, as defined below, the Educational Service Provider Policies, the Master Calendar of Reporting Requirements and the Application.
- (i) "Department" means the Michigan Department of Education.
- (j) "Director" means a person who is a member of the Academy Board.
- (k) "Educational Service Provider" or "ESP" means an educational management organization, or employee leasing company, 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, and which agreement has been submitted to the Center for review, has not been disapproved by the director of The Governor John Engler Center for Charter Schools, is consistent with the Educational Service Provider Policies, as they may be amended from time to time, and with Applicable Law.
- (l) "Educational Service Provider Policies" or "ESP Policies" means the Educational Service Provider Policies, adopted by The Governor John Engler Center for Charter Schools at Central Michigan University that apply to an agreement that has been entered into between an ESP and the Academy Board. The Educational Service Provider Policies may be amended from time to time. 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 of Contract.
- (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 by the Academy or a monetary contribution by an Educational Service Provider or other person or entity to the Academy. If the Academy receives a gift or grant of money or financial support from an Educational Service Provider or other person or entity that does not require repayment by the Academy, and is not conditioned upon the action or inactions of the Academy or the Academy Board, then such gift or grant shall not constitute a 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 and that has been submitted to The Governor John Engler Center for Charter Schools for review and has not been disapproved by the director of The Governor John Engler Center for Charter Schools.
- (o) "Master Calendar" means the Master Calendar of Reporting Requirements as annually issued by The Governor John Engler Center for Charter Schools setting forth reporting and document submission requirements for the Academy.
- (p) "Method of Selection, Appointment, and Removal Resolution" means the policy adopted by resolution of the University Board on September 18, 1998, and amended on February 15, 2018, establishing the standard method of selection and appointment, length of term, removal and suspension, number of directors and qualifications of Academy Board members for public school academies issued a Contract by the University Board.

- (q) "Reauthorizing Resolution" means the resolution adopted by the Central Michigan University Board of Trustees on November 30, 2023, approving the issuance of a Contract to the Academy.
- (r) "Schedules" means the following Contract documents: Schedule 1: Restated Articles of Incorporation, Schedule 2: Amended Bylaws, Schedule 3: Fiscal Agent Agreement, Schedule 4: Oversight, Compliance and Reporting Agreement, Schedule 5: Description of Staff Responsibilities, Schedule 6: Physical Plant Description, Schedule 7: Required Information for a Public School Academy, and Schedule 8: Information Available to the Public and the Center.
- (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) "State School Aid Fund" means the State School Aid Fund established pursuant to Article IX, Section 11 of the Michigan Constitution of 1963, as amended.
- (u) "State School Reform/Redesign Office" means the office created within the Michigan Department of Technology Management and Budget by Executive Reorganization Order 2015-02 codified at MCL 18.445, and transferred from the Michigan Department of Technology Management and Budget to the Michigan Department of Education by Executive Reorganization Order 2017-02, codified at MCL 388.1282.
- (v) "Superintendent" means the Michigan Superintendent of Public Instruction.
- (w) "Terms and Conditions" means this document entitled "Terms and Conditions of Contract, Dated July 1, 2024, Issued by the Central Michigan University Board of Trustees Confirming the Status of Walden Green Montessori as a Public School Academy."
- (x) "The Governor John Engler Center for Charter Schools" or "the Center" means the office designated by the Central Michigan University Board of Trustees as the initial point of contact for public school academy applicants and public school academies authorized by the Central Michigan University Board of Trustees. The Center is also responsible for administering the Central Michigan University Board of Trustees' responsibilities with respect to the Contract.
- (y) "The Governor John Engler Center for Charter Schools Director" or "the Center Director" means the person designated at Central Michigan University to administer the operations of the Center.
- (z) "University" means Central Michigan University, established pursuant to Article 8, sections 4 and 6 of the 1963 Michigan Constitution and MCL 390.551 et seq.
- (aa) "University Board" means the Central Michigan University Board of Trustees.
- (bb) "University Charter Schools Hearing Panel" or "Hearing Panel" means such persons as designated by the University President.
- (cc) "University President" means the President of Central Michigan University or his or her designee. In section 1.1(bb) above, "University President" means the President of Central Michigan University.

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 masculine, feminine, or neuter pronouns in this Contract shall be interpreted without regard to gender, 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 the Code shall have the same meaning in this Contract.

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

Section 1.6. Application. The Application submitted to the University Board for the establishment of the Academy is incorporated into, and made part of, this Contract. To the extent there is a difference between the Contract and the Application, 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 Method of Selection, Appointment, and Removal Resolution shall control over any other conflicting language in the Contract; (ii) the Reauthorizing Resolution shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection, Appointment, and Removal Resolution; (iii) the Terms and Conditions shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection, Appointment, and Removal Resolution and the Reauthorizing Resolution; and (iv) the Restated Articles of Incorporation shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection, Appointment, and Removal Resolution, Reauthorizing Resolution and these Terms and Conditions.

ARTICLE II

RELATIONSHIP BETWEEN THE ACADEMY AND THE UNIVERSITY BOARD

Section 2.1. Constitutional Status of Central Michigan University. Central Michigan University is a constitutionally established body corporate operating as a state public university. The University Board is an authorizing body as defined by the Code. In approving this Contract, the University Board voluntarily exercises additional powers given to the University under the Code. Nothing in this Contract shall be deemed to be any waiver of Central Michigan University's powers or independent status and the Academy shall not be deemed to be a part of Central Michigan University. If applicable, the University Board has provided to the Department the accreditation notice required under the Code.

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

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

credit of the University Board or the University shall ever be pledged for the payment of any Academy contract, mortgage, loan or other instrument of indebtedness.

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

Section 2.5. New Public School Academies Located Within the Boundaries of a Community District. If the circumstances listed below in (a) or (b) apply to the Academy's site, the Academy represents to the University Board, intending that the University Board rely on such representation as a precondition to issuing a contract for a new public school academy, that the Academy will have substantially different governance, leadership and curriculum than the public school previously operating at the site:

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

ARTICLE III

ROLE OF THE UNIVERSITY BOARD AS AUTHORIZING BODY

Section 3.1. University Board Resolutions. The University Board has adopted a resolution, hereinafter the Method of Selection, Appointment, and Removal Resolution, providing for the method of selection and appointment, length of term, removal and suspension, number of Directors and the qualifications of Directors. The University Board has adopted a Reauthorization Resolution which approves the issuance of this Contract. The Reauthorization Resolution and the Method of Selection, Appointment, and Removal Resolution are hereby incorporated into this Contract. The University Board may, from time to time, amend the Method of Selection, Appointment, and Removal Resolution changing the method of selection, length of term, number of Directors and the qualifications of Directors. Any subsequent resolution of the University Board changing the Method of Selection, Appointment, and Removal Resolution shall automatically be incorporated into this Contract without the need for an amendment under Article IX of the Terms and Conditions.

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

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

Section 3.4. University Board Administrative Fee. The Academy shall pay the University Board an administrative fee to compensate the University Board for overseeing the Academy's compliance with the Contract and all Applicable Law.

Section 3.5. University Board Approval of Condemnation. In the event that the Academy desires to acquire property pursuant to the Uniform Condemnation Procedures Act or other applicable statutes, it shall obtain express written permission for such acquisition from the University Board. The Academy shall submit a written request to the Center describing the proposed acquisition and the purpose for which the Academy desires to acquire the property. Provided the Academy Board submits the written request to the Center at least sixty (60) days before the University Board's next regular meeting, the University Board may vote on whether to give express written permission for the acquisition at its next regular meeting.

Section 3.6. Authorization to Employ or Contract. The University Board authorizes the Academy Board to employ or contract for personnel according to the position information outlined in Schedule 5. The Academy Board shall prohibit any individual from being employed by the Academy or an Educational Service Provider 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 the University for any purpose. With respect to Academy employees, the Academy shall have the power and responsibility to (i) recruit, select and engage employees; (ii) pay their wages, benefits, and applicable taxes; (iii) evaluate performance; (iv) discipline and dismiss employees; and control the employees' conduct, including the method by which the employee carries out his or her work. The Academy Board shall be responsible for carrying workers' compensation insurance and unemployment insurance for its employees.

The Academy Board may contract with an Educational Service Provider to provide comprehensive educational, administrative, management, or instructional services or staff to the Academy. Before entering into a Management Agreement with an Educational Service Provider, the Academy Board shall first comply with the Educational Service Provider Policies issued by the Center. Any Management Agreement entered into by the Academy shall also comply with Section 11.2 and 12.10 of these Terms and Conditions. A copy of the Management Agreement between the Academy Board and the Educational Service Provider shall be incorporated into this Contract under Schedule 5. Any changes to the Management Agreement shall be incorporated into this Contract by amendment in accordance with Article IX, as applicable.

Section 3.7. Teacher Certification. Except as otherwise provided by law, the Academy shall use certificated teachers according to State Board rule.

Section 3.8. Administrator and Teacher Evaluation Systems. The Academy Board shall adopt, implement and maintain a rigorous, transparent, and fair performance evaluation system for its teachers and school administrators that complies with Applicable Law. If the Academy enters into a Management Agreement with an Educational Service Provider, the Academy Board shall ensure that the Educational Service Provider complies with this section.

Section 3.9. Reimbursement of University Board Services. The University Board shall be reimbursed for the actual cost of University services associated with responding to third party subpoenas and freedom of information act (FOIA) requests under the following circumstances:

If the University receives a subpoena or FOIA request from a third party (including the Academy, its counsel, the Academy's ESP or its counsel) demanding the production of Academy documents related to pending litigation or proceedings involving the Academy, the Academy's ESP (or any subcontractor of the ESP or other contractors of the Academy) or a third party, the University may charge the Academy for the actual cost of the services associated with the University's response to the subpoena or FOIA request(s) (including actual attorney's fees in fulfilling the request). The parties agree that the Academy may reduce or avoid the obligation to pay for services by the University Board associated with such responses by directly producing Academy documents to the requesting party.

ARTICLE IV

REQUIREMENT THAT THE ACADEMY ACT SOLELY AS GOVERNMENTAL ENTITY

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

Section 4.2. Other Permitted Activities.

- (a) Nothing in this Contract shall prohibit the Academy from engaging in other lawful activities that are not in derogation of the Academy's status as a public school or that would not jeopardize the eligibility of the Academy for state school aid funds. Except as provided for the agreements identified below in Section 4.2(b), the Academy may enter into agreements with other public schools, governmental units, businesses, community and nonprofit organizations where such agreements contribute to the effectiveness of the Academy or advance education in this state.
- (b) The Academy shall submit to the Center for prior review the following agreements:
 - (i) In accordance with the Educational Service Provider Policies, a draft copy of any ESP Agreement and any subsequent amendments;
 - (ii) In accordance with the Master Calendar, a draft copy of any Academy deed or lease, amendments to existing leases or any new leasing agreements for any Academy facility; and
 - (iii) In accordance with the Master Calendar, draft long-term or short-term financing closing documents and intercept requests.

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 Method of Selection, Appointment and Removal Resolution and Contract Schedule 2: Amended Bylaws. As set forth in the Method of Selection, Appointment and Removal Resolution, a Director serves at the pleasure of the University Board, and may be removed with or without cause at any time.

Section 4.4. Incompatible Public Offices and Conflicts of Interest Statutes. The Academy shall comply with the Incompatible Public Offices statute, being MCL 15.181 et seq. of the Michigan Compiled Laws, and the Contracts of Public Servants with Public Entities statute, being MCL 15.321 et seq. of the Michigan Compiled Laws. The Academy Board shall ensure compliance with Applicable Law relating to

conflicts of interest. Notwithstanding any other provision of this Contract, the following shall be deemed prohibited conflicts of interest for purposes of this Contract:

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

Section 4.5. Prohibition of Identified Family Relationships. The Academy Board shall prohibit specifically identified family relationships pursuant to applicable law and the Terms and Conditions of this Contract. Language in this Section controls over section 1203 of the Code. Notwithstanding any other provision of this Contract, the following shall be deemed prohibited familial relationships for the purposes of this Contract:

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

Section 4.6. Oath of Public Office. Before entering upon the duties of a public school board member, each Academy Board member shall take the constitutional oath of office as required by the Code and as set forth in the Method of Selection, Appointment and Removal Resolution.

Section 4.7. Academy Counsel. The Academy Board shall select, retain and pay legal counsel to represent the Academy. The Academy shall not retain any attorney to represent the Academy if the attorney or the attorney's law firm also represents the Academy's Educational Service Provider or any person or entity leasing real property to the Academy, if any.

ARTICLE V CORPORATE STRUCTURE OF THE ACADEMY

Section 5.1. Nonprofit Corporation. The Academy shall be organized and operate 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 Restated Articles of Incorporation of the Academy, as set forth in Schedule 1, shall be the Articles of Incorporation of the Academy.

Section 5.3. Bylaws. The Amended Bylaws of the Academy, as set forth in Schedule 2, shall be the Bylaws of the Academy.

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 Goal and Related Measures. The Academy shall achieve, or demonstrate measurable progress for all groups of pupils toward the achievement of, the educational goal and related measures identified in Schedule 7b and the results of the academic assessments identified in Schedule 7e. Upon request, the Academy shall provide the Center with a written report, along with supporting data, assessing the Academy's progress toward achieving this goal.

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

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

Section 6.5. Methods of Pupil Assessment. The Academy shall properly administer the academic assessments identified in Schedule 7e and in accordance with the requirements detailed in the Master Calendar. The Academy also shall assess pupil performance using all applicable testing that the Code or the Contract require. The Academy shall provide the Center direct access to the results of these assessments, along with any other measures of academic achievement reasonably requested by the Center.

Section 6.6. Application and Enrollment of Students. The Academy shall comply with the application and enrollment requirements identified in Schedule 7f.

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

Section 6.8. Age or Grade Range of Pupils. The Academy shall comply with the age or 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, the Uniform Budgeting and Accounting Act, MCL 141.421, et seq., and applicable State Board and Michigan Department of Education rules.

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

Section 6.12. Address and Description of Physical Plant. The address and description of the physical plant for the Academy is set forth in Schedule 6. With the approval of the University Board, the Academy Board may operate the same configuration of age or grade levels at more than one (1) site if each configuration of age or grade levels and each site identified in Schedule 6 are under the direction and control of the Academy Board. University Board consideration regarding requests to add additional site(s) shall include, but not be limited to, the Academy Board's demonstration that it meets all statutory requirements under the Code.

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 Central Michigan 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 its Targeted Educational Outcomes. The Academy shall perform the compliance certification duties required by the University Board as outlined in the Oversight, Compliance and Reporting Agreement set forth as Schedule 4. In addition to the University Board's oversight responsibilities and other Academy compliance and reporting requirements set forth in this Contract, the Academy's compliance with the annual Master

Calendar shall serve as one means by which the University will monitor the Academy's compliance with Applicable Law.

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 Center for review. Any matriculation agreement entered into by the Academy shall be added to Schedule 7f through a contract amendment approved in accordance with the Contract.

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

ARTICLE VII TUITION PROHIBITED

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

ARTICLE VIII COMPLIANCE WITH APPLICABLE LAWS

Section 8.1. Compliance with Applicable Law. The Academy shall comply with all applicable state and federal laws. Nothing in this Contract shall be deemed to apply any other state or federal law to the Academy.

ARTICLE IX AMENDMENT

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

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

Section 9.3. Process for Amendment Initiated by the University Board. The University Board, or an authorized designee, may, at any time, propose specific changes in this Contract or may propose a meeting to discuss potential revision of this Contract. The University Board delegates to the Center Director the review and approval of changes or amendments to this Contract. The Academy Board may delegate to a Director of the Academy the review and negotiation of changes or amendments to this Contract. The

Contract shall be amended as requested by the University Board upon a majority vote of the Academy Board.

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

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

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

ARTICLE X CONTRACT REVOCATION, TERMINATION, AND SUSPENSION

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

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

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

- (a) The Academy fails to achieve or demonstrate measurable progress toward achieving the educational goal and related measures identified in this Contract;
- (b) The Academy fails to properly implement, consistently deliver, and support the educational programs or curriculum identified in this Contract;
- (c) The Academy is insolvent, has been adjudged bankrupt, or has operated for two or more school fiscal years with a Fund Balance Deficit;
- (d) The Academy has insufficient enrollment to successfully operate a public school academy, or the Academy has lost more than fifty percent (50%) of its student enrollment from the previous school year;
- (e) The Academy fails to fulfill the compliance and reporting requirements or defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract or, during the term of this Contract, it is discovered by the Center that the Academy failed to fulfill the compliance and reporting requirements or there was a violation of a prior Contract issued by the University Board;
- (f) The Academy files amendments to its Articles of Incorporation with the Michigan Department of Licensing and Regulatory Affairs, without first obtaining the Center's approval;
- (g) The Center Director discovers grossly negligent, fraudulent or criminal conduct by the Academy's applicant(s), directors, officers, employees or agents in relation to their performance under this Contract; or
- (h) The Academy's applicant(s), directors, officers, employees or agents have provided false or misleading information or documentation to the Center in connection with the University Board's approval of the Application, the issuance of this Contract, or the Academy's reporting requirements under this Contract or Applicable Law.

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

Following receipt of the State's Automatic Closure Notice, the Center Director shall forward a copy of the notice to the Academy Board and request a meeting with the Academy Board representatives to discuss the Academy's plans and procedures for the elimination of certain age or grade levels at the identified site or sites, or if all of the Academy's existing sites are included in that notice, then wind-up and dissolution of the Academy corporation at the end of the current school year. All Academy inquiries and

requests for reconsideration of the State's Automatic Closure Notice, including the granting of any hardship exemption by the Department rescinding the State's Automatic Closure Notice ("Pupil Hardship Exemption"), shall be directed to the Department, in a form and manner determined by the Department. If the Department rescinds the State's Automatic Closure Notice for an Academy site or sites by granting a Pupil Hardship Exemption, the Academy is not required to close the identified site(s), but shall present to the Center a proposed Contract amendment incorporating the Department's school improvement plan, if applicable, for the identified site(s).

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

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

Section 10.4. Grounds and Procedures for Academy Termination of Contract. The Academy Board, by majority vote of its Directors, may, at any time and for any reason, request termination of this Contract. The Academy Board's request for termination shall be made to the Center Director not less than six (6) calendar months in advance of the Academy's proposed effective date of termination. Upon receipt of an Academy request for termination, the Center Director shall present the Academy Board's request for termination to the University Board. A copy of the Academy Board's resolution approving of the Contract termination, including a summary of the reasons for terminating the Contract, shall be included with the Academy Board's request for termination. After receipt of the Academy Board's request for termination, the University Board shall consider the Academy's request no later than its next regularly scheduled meeting. The University Board shall make a final determination and vote on the proposed termination request within 90 days of receipt of the request from the Academy. The University Board may, in its sole discretion, waive the six (6) month advance notice requirement for terminating this Contract.

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

Section 10.6. University Board Procedures for Revoking Contract. Except for the automatic revocation and procedures initiated by the State of Michigan set forth in Section 10.3, the University Board's process for revoking the Contract is as follows:

- (a) Notice of Intent to Revoke. The Center 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 Center 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 timeline 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 Center Director prior to a review of the Academy Board's response.
- (c) Plan of Correction. Within fifteen (15) days of receipt of the Academy Board's response or after a meeting with Academy Board representatives, the Center Director shall review the Academy Board's response and determine whether a reasonable plan for correcting the deficiencies can be formulated. If the Center Director determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent to Revoke can be formulated, the Center Director shall develop a plan for correcting the non-compliance ("Plan of Correction") which may include Reconstitution pursuant to 10.6(d) of these Terms and Conditions. In developing a Plan of Correction, the Center Director is permitted to adopt, modify or reject some or all of the Academy Board's response for correcting the deficiencies outlined in the Notice of Intent to Revoke. The Notice of Intent to Revoke shall be closed if the Center Director determines any of the following: (i) the Academy Board's denial of non-compliance is persuasive; (ii) the non-compliance set forth in the Notice of Intent to Revoke has been corrected by the Academy Board; or (iii) the Academy Board has successfully completed the Plan of Correction.
- (d) University Board's Contract Reconstitution Provision. The Center Director may reconstitute the Academy in an effort to improve student educational performance or to avoid interruption of the educational process. Reconstitution may include, but is not limited to, one of the following actions: (i) removal of 1 or more members of the Academy Board; (ii) termination of at-will board appointments of 1 or more Academy Board members in accordance with the Method of Selection, Appointment and Removal Resolution; (iii) withdrawing approval of a contract under Section 506 of the Code; or (iv) the appointment of a new Academy Board or a Conservator to take over operations of the Academy.

Except as otherwise provided in this subsection, reconstitution of the Academy does not prohibit the Department from issuing an order under section 507 of the Code, MCL 380.507, directing the automatic closure of the Academy's site(s).

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

- (i) the Academy Board has failed to respond to the Notice of Intent to Revoke as set forth in Section 10.6(b);
- (ii) the Academy Board's response to the Notice of Intent to Revoke is non-responsive;
- (iii) the Academy Board's response admits violations of the Contract or Applicable Law which the Center Director deems cannot be remedied or cannot be remedied in an appropriate period of time, or for which the Center Director determines that a Plan of Correction cannot be formulated;
- (iv) the Academy Board's response contains denials that are not supported by sufficient documentation or other evidence showing compliance with the Contract or Applicable Law;
- (v) the Academy Board has not complied with part or all of a Plan of Correction established in Section 10.6(c);
- (vi) the Academy Board has engaged in actions that jeopardize the financial or educational integrity of the Academy; or
- (vii) the Academy Board has been issued multiple or repeated Notices of Intent to Revoke.

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

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

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

recommendation. A copy of the University Board's decision shall be provided to the Center, the Academy Board and the Department.

- (h) Effective Date of Revocation. If the University Board votes to revoke the Contract, the revocation shall be effective on the date of the University Board's act of revocation, or at a later date as determined by the University Board.
- (i) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the University Board to revoke the Contract, may be withheld by the University Board or returned to the Michigan Department of Treasury upon request. The University Board may also direct that a portion of the Academy's state school aid funds be directed to fund the Academy's Dissolution account established under Section 10.9 of these Terms and Conditions.

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

- (a) The Center Director Action. If the Center Director determines, in his or her sole discretion, that certain conditions or circumstances exist such that the Academy Board:
 - (i) has placed staff or students at risk;
 - (ii) is not properly exercising its fiduciary obligations to protect and preserve the Academy's public funds and property;
 - (iii) has lost its right to occupancy of the physical facilities described in Schedule 6, and cannot find another suitable physical facility for the Academy prior to the expiration or termination of its right to occupy its existing physical facilities;
 - (iv) has failed to secure or has lost the necessary fire, health, and safety approvals as required by Schedule 6;
 - (v) has willfully or intentionally violated this Contract or Applicable Law; or
 - (vi) has violated Section 10.2(g) or (h),

then the Center Director may immediately suspend the Contract, pending completion of the procedures set forth in Section 10.6. A copy of the suspension notice, setting forth the grounds for suspension, shall be sent to the Academy Board and to the Hearing Panel. If this subsection is implemented, the notice and hearing procedures set forth in Section 10.6 shall be expedited as much as possible.

- (b) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a decision by the Center Director to suspend the Contract, shall be retained by the University Board for the Academy until the Contract is reinstated, or shall be returned to the Michigan Department of Treasury upon the State's request.
- (c) Immediate Revocation Proceeding. If the Academy Board, after receiving a notice of Contract suspension from the Center Director, continues to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may immediately convene a revocation hearing in accordance with the procedures set forth in section 10.6(e) of this Contract. The Hearing Panel has the authority to accelerate the timeline for revoking the Contract, provided that notice of the revocation hearing shall be provided to the Center and the Academy Board at least five (5) days before the hearing. If the Hearing Panel determines that the Academy Board

has continued to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may recommend revocation of the Contract. The University Board shall proceed to consider the Hearing Panel's recommendation in accordance with sections 10.6(f) through (h).

Section 10.8. Conservator; Appointment By University President. Notwithstanding any other provision of the Contract, in the event that the University President, in his or her sole discretion, determines that the health, safety and welfare of Academy students, property or funds are at risk, the University President, after consulting with the University Board Chairperson, may appoint a person to serve as the Conservator of the Academy. Upon appointment, the Conservator shall have all the powers and authority of the Academy Board under this Contract and Applicable Law and shall act in the place and stead of the Academy Board. The University President shall appoint the Conservator for a definite term which may be extended in writing at his or her sole discretion. During the appointment, the Academy Board members and their terms in office are suspended and all powers of the Academy Board are suspended. All appointments made under this provision must be presented to the University Board for final determination at its next regularly scheduled meeting. During their appointment, the Conservator shall have the following powers:

- (a) take into his or her possession all Academy property and records, including financial, board, employment and student records;
- (b) institute and defend actions by or on behalf of the Academy;
- (c) continue the business of the Academy including entering into contracts, borrowing money, and pledging, mortgaging, or otherwise encumbering the property of the Academy as security for the repayment of loans. However, the power shall be subject to any provisions and restrictions in any existing credit documents;
- (d) hire, fire, evaluate and discipline employees of the Academy;
- (e) settle or compromise with any debtor or creditor of the Academy, including any governmental or taxing authority;
- (f) review all outstanding agreements to which the Academy is a party and to take those actions which the Academy Board may have exercised to pay, extend, rescind, renegotiate or settle such agreements as needed; and
- (g) perform all acts necessary and appropriate to fulfill the Academy's purposes as set forth under this Contract or Applicable Law.

Section 10.9. Academy Dissolution Account. If the University Board terminates, revokes or fails to issue a new Contract to the Academy, the Center Director shall notify the Academy that, beginning thirty (30) days after notification of the University Board's decision, the University Board may direct up to \$10,000 from each subsequent State School Aid Fund payment, not to exceed a combined total of \$30,000, to a separate Academy account ("Academy Dissolution Account") to be used exclusively to pay the costs associated with the wind-up and dissolution responsibilities of the Academy. Within five (5) business days of the Center Director's notice, the Academy Board Treasurer shall provide the Center Director, in a form and manner determined by the Center, with account detail information and authorization to direct such funds to the Academy Dissolution Account. The Academy Dissolution Account shall be under the sole care, custody and control of the Academy Board, and such funds shall not be used by the Academy to pay any other Academy debt or obligation until such time as all the wind-up and dissolution expenses have been satisfied. An intercept agreement entered into by the Academy and a third-party lender or trustee shall

include language that the third party lender or trustee acknowledges and consents to the funding of the Academy's dissolution account in accordance with this Contract. Any unspent funds remaining in the Academy's dissolution account after payment of all wind-up and dissolution expenses shall be returned to the Academy.

ARTICLE XI PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

Section 11.1. The Academy Budget; Transmittal of Budgetary Assumptions; Budget Deficit; Enhanced Deficit Elimination Plan. The Academy agrees to comply with all of the following:

- (a) The Academy Board is responsible for establishing, approving, and amending an annual budget in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421, et seq. The Academy Board shall submit to the Center a copy of its annual budget for the upcoming fiscal year in accordance with the Master Calendar. The budget must detail budgeted expenditures at the object level as described in the Department's Michigan School Accounting Manual. In addition, the Academy Board is responsible for approving all revisions and amendments to the annual budget. In accordance with the Master Calendar, revisions or amendments to the Academy's budget shall be submitted to the Center following Academy Board approval.
- (b) Unless exempted from transmitting under section 1219 of the Code, MCL 380.1219, the Academy, on or before July 7th of each school fiscal year, shall transmit to the Center for Educational Performance and Information ("CEPI") the budgetary assumptions used when adopting its annual budget pursuant to the Uniform Budgeting and Accounting Act, MCL 141.421 et seq.
- (c) The Academy shall not adopt or operate under a deficit budget, or incur an operating deficit in a fund during any fiscal year. At any time during the term of this Contract, the Academy shall not have an existing deficit fund balance, incur a deficit fund balance, or adopt a current year budget that projects a deficit fund balance. If the Academy has an existing deficit fund balance, incurs a deficit fund balance in the most recently completed school fiscal year, or adopts a current year budget that projects a deficit fund balance, all of the following apply:
 - (i) The Academy shall notify the Superintendent and the State Treasurer immediately upon the occurrence of the circumstance, and provide a copy of the notice to the Center;
 - (ii) Within 30 days after making notification under subdivision (i), the Academy shall submit to the Superintendent in the form and manner prescribed by the Department an amended budget for the current school fiscal year and a deficit elimination plan approved by the Academy Board, with a copy to the State Treasurer. The Academy shall transmit a copy of the amended budget and the deficit elimination plan to the Center; and
 - (iii) After the Superintendent approves Academy's deficit elimination plan, the Academy shall post the deficit elimination plan on the Academy's website.
- (d) If the Academy is required by the State Treasurer to submit an enhanced deficit elimination plan under section 1220 of the Code, MCL 380.1220, the Academy shall do all of the following:
 - (i) The enhanced deficit elimination plan shall be approved by the Academy Board before submission;

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

Section 11.2. Insurance. The Academy Board shall secure and maintain in its own name, as the "first named insured," 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 non-contributory 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 Center 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 Center 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 Center.

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 faith and credit of the University or to enter into a contract that would bind the University. The Academy also is limited in its authority to contract by the amount of funds obtained from the state school aid fund, as provided hereunder, or from other independent sources. The Academy hereby covenants not to sue the University Board, the University or any of its Trustees, officers, employees, agents or representatives for any matters that arise under this Contract. The University does not assume any obligation with respect to any director, employee, agent, parent, guardian, student, or independent contractor of the Academy, and no such person shall have the right or standing to bring suit against the University Board, the University or any of its Trustees, employees, agents, or independent contractors as a result of the issuance, non-issuance, oversight, revocation, termination or suspension of this Contract.

Section 11.4. Lease or Deed for Proposed Site. The Academy shall provide to the Center copies of its proposed lease or deed for the premises in which the Academy shall operate. Following the Center's review, a copy of the Academy's lease or deed shall be incorporated into this Contract under Schedule 6 and in accordance with Article IX, as applicable.

Section 11.5. Certificate(s) of Use and Occupancy. 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 certificates for the Academy's physical facilities. The Academy Board shall not occupy or use any facility until approved for occupancy by the Michigan Department of Licensing and Regulatory Affairs, Bureau of Construction Codes. Copies of these Certificate(s) of Use and Occupancy shall be incorporated into this Contract under Schedule 6 and in accordance with Article IX, as applicable.

Section 11.6. New Building Construction or Renovations. The Academy shall not commence construction on a new school building or the major renovation of an existing school building unless the Academy consults on the plans of the construction or major renovation regarding school safety issues with the law enforcement agency that is or will be the first responder for that school building. School building includes either a building intended to be used to provide pupil instruction or a recreational or athletic structure or field used by pupils.

Section 11.7. Criminal Background and History Checks; Disclosure of Unprofessional Conduct. 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. This Section 11.7 shall apply to such persons irrespective of whether they are employed by the Academy or employed by another entity contracting with the Academy.

Section 11.8. 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 as referenced in Contract Schedule 7c. Upon receipt, the Academy shall notify the Center of any due process or state complaint filed against the Academy or notice of state audit.

Section 11.9. Information Available to the Public and the Center.

- (a) Information to be provided by the Academy. In accordance with Applicable Law, the Academy shall make information concerning its operation and management, including, without limitation, information in Schedule 8 available to the public and the Center.

- (b) Information to be provided by Educational Service Provider. The agreement between the Academy and the Educational Service Provider shall contain a provision requiring the Educational Service Provider to make information concerning the operation and management of the Academy, including the information in Schedule 8, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under paragraph 11.9 (a) above.

Section 11.10. Deposit of Public Funds by the Academy. The Academy Board agrees to comply with Section 1221 of the Revised School Code, being MCL 380.1221, regarding the deposit of all public or private funds received by the Academy. Such deposit shall be made within three (3) days after receipt of the funds by the Academy. Only Academy Board members or designated Academy Board employees may be a signatory on any Academy bank account.

Section 11.11. Nonessential Elective Course. If the Academy Board elects to provide nonessential elective courses to part-time pupils at a nonpublic school building, the Academy shall comply with Section 166b of the State School Aid Act of 1979, as amended, MCL 388.1766b. Prior to providing instruction, the Academy Board shall ensure that the Academy has sufficient documentation to qualify for part-time pupil funding under the State School Aid Act. The provision of nonessential elective courses by the Academy shall be incorporated into Schedule 7c of this Contract by amendment pursuant to Article IX of these Terms and Conditions, as applicable.

ARTICLE XII GENERAL TERMS

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

If to the University Board:	The Governor John Engler Center for Charter Schools Attn: Executive Director Central Michigan University EHS 200 Mt. Pleasant, MI 48859
General Counsel:	General Counsel Central Michigan University Mt. Pleasant, MI 48859
Chief Financial Officer:	Vice President for Finance and Administrative Services Central Michigan University Mt. Pleasant, MI 48859
If to the Academy:	Academy Board President Walden Green Montessori 17339 Roosevelt Spring Lake, MI 49456

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 the Academy.

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 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 is for a fixed term and shall terminate at the end of the Contract term without any further action of either the University Board or the Academy. This Contract shall commence on the date first set forth above and shall remain in full force and effect for a period of ten (10) academic years and shall terminate on June 30, 2034, unless sooner revoked, terminated, or suspended pursuant to Article X of these Terms and Conditions. Pursuant to University Board policy, the standards by which the Academy may be considered for the issuance of a new contract will be guided by the following core questions:

Is the Academy's academic program successful?

Is the Academy's organization viable?

Is the Academy demonstrating good faith in following the terms of its charter and applicable law?

The Center shall establish the process and timeline for the issuance of a new contract. The standards for the issuance of a new contract shall include increases in academic achievement for all groups of pupils as measured by assessments and other objective criteria established by the University Board as the most important factor of whether to issue or not issue a new contract. Consistent with the Code, the University Board in its sole discretion may elect to issue or not issue a new contract to the Academy.

Section 12.10. Indemnification of University. As a condition to receiving a grant of authority from the University Board to operate a public school pursuant to the Terms and Conditions of this Contract, the Academy agrees to indemnify, defend and hold harmless the University Board, the University and its

officers, employees, agents or representatives from and against all demands, claims, actions, suits, causes of action, losses, judgments, liabilities, damages, fines, penalties, forfeitures, or any other liabilities or losses of any kind whatsoever, including costs and expenses (not limited to reasonable attorney fees, expert and other professional fees) settlement and prosecution imposed upon or incurred by the University, and not caused by the sole negligence of the University, which arise out of or are in any manner connected with the University Board's approval of the public school academy application, the University Board's consideration of or issuance of a Contract, the Academy's preparation for or operation of a public school, or which are incurred as a result of the reliance by the University Board, the University and its officers, employees, agents or representatives upon information supplied by the Academy, or which arise out of the Academy's failure to comply with this Contract or Applicable Law. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Governmental Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964.

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

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

Section 12.13. No Third Party Rights. This Contract is made for the sole benefit of the Academy and the University Board. Except as otherwise expressly provided, nothing in this Contract shall create or be deemed to create a relationship between the parties hereto, or either of them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

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

Section 12.15. University Board or the Center's General Policies on Public School Academies Shall Apply. Notwithstanding any provision of this Contract to the contrary, and with the exception of existing University Board or the Center policies regarding public school academies which shall apply immediately, University Board or the Center general policies clarifying procedure and requirements applicable to public school academies under this Contract, as from time to time adopted or amended, will automatically apply to the Academy, provided they are not inconsistent with provisions of this Contract. Before issuing general policies under this section, the University Board or the Center shall provide a draft of the proposed policies to the Academy Board. The Academy Board shall have at least thirty (30) days to provide comment to the Center on the proposed policies before such policies shall become effective.

Section 12.16. Survival of Provisions. The terms, provisions, and representations contained in Section 11.2, Section 11.3, Section 11.9, Section 12.10, Section 12.13 and any other provisions of this Contract that by their sense and context are intended to survive termination of this Contract shall survive.

Section 12.17. Termination of Responsibilities. Upon termination or revocation of the Contract, the University Board or its designee shall have no further obligations or responsibilities under this Contract to the Academy or any other person or persons in connection with this Contract. Upon termination or revocation of the Contract, the Academy may amend its articles of incorporation or bylaws as necessary to allow the Academy Board to: (a) take action to appoint Academy Board members in order to have a quorum necessary to take Academy Board action; or (b) effectuate a dissolution, provided that the Academy Board may not amend the articles of incorporation with regard to the disposition of assets upon dissolution.

Section 12.18. Disposition of Academy Assets Upon Termination or Revocation of Contract. Following termination or revocation of the Contract, the Academy shall follow the applicable wind-up and dissolution provisions set forth in the Academy's articles of incorporation, the Code, and Applicable Law.

Section 12.19. Student Privacy. In order to protect the privacy of students enrolled at the Academy, the Academy Board, subject to Section 12.22, shall not:

- (a) Sell or otherwise provide to a for-profit business entity any personally identifiable information that is part of a pupil's education records. This subsection does not apply to any of the following situations:
 - (i) for students enrolled in the Academy, providing such information to an ESP that has a contract with the Academy and whose contract has not been disapproved by the University;
 - (ii) providing the information as necessary for standardized testing that measures a student's academic progress and achievement; or
 - (iii) providing the information as necessary to a person that is providing educational or educational support services to the student under a contract with either the Academy or an educational management organization that has a contract with the Academy and whose contract has not been disapproved by the University.
- (b) The terms "education records" and "personally identifiable information" shall have the same meaning as defined in MCL 380.1136.

Section 12.20. Disclosure of Information to Parents and Legal Guardians, subject to Section 12.22.

- (a) Within thirty (30) days after receiving a written request from a student's parent or legal guardian, the Academy shall disclose without charge to the student's parent or legal guardian any personally identifiable information concerning the student that is collected or created by the Academy as part of the student's education records.
- (b) Except as otherwise provided in this subsection (b) and within thirty (30) days after receiving a written request from a student's parent or legal guardian, the Academy shall disclose to a student's parent or legal guardian without charge any personally identifiable information provided to any person, agency or organization. The Academy's disclosure shall include the specific information that was disclosed, the name and contact information of each person, agency, or organization to which the information has been disclosed; and the legitimate reason that the person, agency, or organization had in obtaining the information. The parental disclosure requirement does not apply to information that is provided:
 - (i) to the Department or CEPI;
 - (ii) to the student's parent or legal guardian;
 - (iii) by the Academy to the University Board, University, Center or to the ESP with which the Academy has a Management Agreement that has not been disapproved by the Center Director;
 - (iv) by the Academy to the Academy's intermediate school district or another intermediate school district providing services to Academy or the Academy's students pursuant to a written agreement;
 - (v) to the Academy by the Academy's intermediate school district or another immediate school district providing services to pupils enrolled in the Academy pursuant to a written agreement;
 - (vi) to the Academy by the University Board, University, Center;

- (vii) to a person, agency, or organization with written consent from the student's parent or legal guardian, or from the student if the student is 18 years of age;
 - (viii) to a person, agency, or organization seeking or receiving records in accordance with an order, subpoena, or ex parte order issued by a court of competent jurisdiction;
 - (ix) to a person, agency, or organization as necessary for standardized testing that measures a student's academic progress and achievement; or
 - (x) in the absence of, or in compliance with, a properly executed opt-out form, as adopted by the Academy in compliance with section 1136(6) of the Code, pertaining to uses for which the Academy commonly would disclose a pupil's "directory information."
- (c) If the Academy considers it necessary to make redacted copies of all or part of a student's education records in order to protect personally identifiable information of another student, the Academy shall not charge the parent or legal guardian for the cost of those redacted copies.
- (d) The terms "education records," "personally identifiable information," and "directory information" shall have the same meaning as defined in MCL 380.1136.

Section 12.21. List of Uses for Student Directory Information; Opt Out Form; Notice to Student's Parent or Legal Guardian.

- (a) Subject to Section 12.22, the Academy shall do all of the following:
- (i) Develop a list of uses (the "Uses") for which the Academy commonly would disclose a student's directory information;
 - (ii) Develop an opt-out form that lists all of the Uses and allows a student's parent or guardian to elect not to have the student's directory information disclosed for one (1) or more Uses;
 - (iii) Present the opt-out form to each student's parents or guardian within the first thirty (30) days of the school year and at other times upon request; and
 - (iv) If an opt-out form is signed and submitted to the Academy by a student's parent or guardian, then the Academy shall not include the student's directory information in any of the Uses that have been opted out of in the opt-out form.
- (b) The term "directory information" shall have the same meaning as defined in MCL 380.1136.

Section 12.22. Confidential Address Restrictions.

- (a) The Academy shall not disclose the confidential address of a student if the student or the student's parent or legal guardian has obtained a participation card issued by the department of the attorney general under the address confidentiality program act and the parent or legal guardian provides notice of the issuance of the participation card, in a form and manner prescribed by the Michigan Department of Education.
- (b) The term "confidential address" shall have the meaning as defined in MCL 380.1136.

Section 12.23. Partnership Agreement. If the Department and State School Reform/Redesign Office impose a partnership agreement on the Academy, the Academy shall work collaboratively with the Department, the State School Reform/Redesign Office and other partners to implement the partnership agreement. In the event that a provision in the partnership agreement is inconsistent with a provision in this Contract, this Contract shall control.

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

CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES

By: _____
Todd J. Regis, Chair

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 the Terms and Conditions of this Contract and all Applicable Law.

WALDEN GREEN MONTESSORI

By: Kori Bussot
Board President

Date: 5-21-24

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

CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES

By: Todd J. Regis

Todd J. Regis, Chair

Date: May 7, 2024

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

WALDEN GREEN MONTESSORI

By: _____
Board President

Date: _____

CONTRACT SCHEDULES

Schedules

Restated Articles of Incorporation	1
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CONTRACT SCHEDULE 1

RESTATED ARTICLES OF INCORPORATION

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

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

for

WALDEN GREEN MONTESSORI

ID NUMBER: 733590

received by facsimile transmission on June 21, 2017 is hereby endorsed.

Filed on July 5, 2017 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 5th day of July, 2017.

Julia Dale

***Julia Dale, Director
Corporations, Securities & Commercial Licensing Bureau***

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU																				
Date Received																				
This document is effective on the date filed, unless a subsequent effective date within 90-days after received date is stated in the document.																				
<table border="1"> <tr> <td colspan="3">Name</td> </tr> <tr> <td colspan="3">Rebecca Andree</td> </tr> <tr> <td colspan="3">Address</td> </tr> <tr> <td colspan="3">17339 Roosevelt Rd.</td> </tr> <tr> <td>City</td> <td>State</td> <td>Zip</td> </tr> <tr> <td>Spring Lake</td> <td>MI</td> <td>49456</td> </tr> </table>			Name			Rebecca Andree			Address			17339 Roosevelt Rd.			City	State	Zip	Spring Lake	MI	49456
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17339 Roosevelt Rd.																				
City	State	Zip																		
Spring Lake	MI	49456																		
EFFECTIVE DATE: JULY 1, 2017																				
733590																				

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

OF

WALDEN GREEN MONTESSORI

Pursuant to the provisions of the Michigan Nonprofit Corporation Act (Act 162) of 1982, as amended (the "Act"), being MCL 450.2101 et seq. and Revised School Code (the "Code") as amended, being Sections 380.501 to 380.507 of the Michigan Compiled Laws, the undersigned corporation executes the following Restated Articles:

The present name of the corporation is: Walden Green Montessori.

The corporation identification number ("CID") assigned by the Bureau is: 733590.

The corporation has used the following other names: Walden Green Day School.

The date of filing the original Articles of Incorporation was: April 10, 1995.

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

ARTICLE I

The name of the corporation is: Walden Green Montessori.

The authorizing body for the corporation is: Central Michigan University Board of Trustees.

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 the Code.

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

ARTICLE III

The corporation is organized on a non-stock basis.

Description:

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.

The corporation is organized on a directorship basis.

ARTICLE IV

The name of the resident agent at the registered office is Rebecca Andree.

The address of its registered office in Michigan is: 17339 Roosevelt Rd., Spring Lake, MI 49456.

The mailing address of the registered office in Michigan is the same.

ARTICLE V

The corporation is a governmental entity.

ARTICLE VI

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

ARTICLE VII

Before execution of a Contract to charter a public school academy between the corporation and Central Michigan University Board of Trustees (the "University Board"), the method of selection, length of term, and the number of members of the Board of Directors of the corporation shall be approved by a resolution of the University Board as required by the Code.

ARTICLE VIII

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

ARTICLE IX

The officers of the corporation shall be a President, Vice-President, Secretary and a Treasurer, each of whom shall be a member of the Board of Directors and shall be selected by the Board of Directors. The Board of Directors may select one or more assistants to the Secretary or Treasurer, and may also appoint such other 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 board, directors, officers or other private persons, or organization organized and operated for a profit (except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in the furtherance of the purposes set forth in Article II hereof). Notwithstanding any other provision of these Restated Articles, the corporation shall not carry on any other activities not permitted to be carried on by a governmental entity exempt from federal income tax under section 115 of the IRC, or comparable provisions of any successor law.

To the extent permitted by law, upon the dissolution of the corporation, the board shall after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation to the 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 Restated Articles of Incorporation shall not be amended except by the process provided in Article IX of the Terms and Conditions incorporated as part of the Contract. This process is as follows:

The corporation, by a majority vote of its Board of Directors, may, at any time, propose specific changes to these Restated Articles of Incorporation or may propose a meeting to discuss potential revision to these Restated Articles of Incorporation. The proposal will be made to the University Board through its designee. The University Board delegates to The Governor John Engler Center for Charter Schools' ("The Center") Executive Director the review and approval of changes or amendments to these Restated Articles of Incorporation. In the event that a proposed change is not accepted by The Center's Executive Director, the University Board shall consider and vote upon a change proposed by the corporation following an opportunity for a written and oral presentation to the University Board by the corporation.

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

Amendments to these Restated Articles of Incorporation take effect only after they have been approved by the corporation's Board of Directors and by the University Board or The Center's Executive Director, and the amendments 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 The Center's Executive Director's approval of the amendment.

Upon termination or revocation of the Contract, the Academy may amend its articles of incorporation as necessary to allow the Academy Board to: (a) take action to appoint Academy Board members in order to have a quorum necessary to take Academy Board action; or (b) effectuate a dissolution, provided that the Academy Board may not amend the articles of incorporation with regard to the disposition of assets upon dissolution.

ARTICLE XII

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

ADOPTION OF ARTICLES

These Restated Articles of Incorporation were duly adopted on the 19th day of June, 2017, 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 19th day of June, 2017.

By:


President

CONTRACT SCHEDULE 2

AMENDED BYLAWS

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WALDEN GREEN MONTESSORI

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AMENDED BYLAWS
OF
WALDEN GREEN MONTESSORI

ARTICLE I
NAME

This organization shall be called Walden Green Montessori (the "Academy" or the "corporation").

ARTICLE II
FORM OF ACADEMY

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

ARTICLE III
OFFICES

Section 1. Principal Office. The principal office of the Academy shall be located in the state of Michigan.

Section 2. Registered Office. The registered office of the Academy may be the same as the principal office of the Academy, but in any event must be located in the state of Michigan, and be the business office of the resident agent, as required by the Michigan Non-Profit Corporation Act. Changes in the resident agent and registered address of the Academy must be reported to the Michigan Department of Licensing and Regulatory Affairs and to The Governor John Engler Center for Charter Schools ("the Center.")

ARTICLE IV
BOARD OF DIRECTORS

Section 1. General Powers. The business, property and affairs of the Academy shall be managed by the Academy Board of Directors ("Academy Board"). The Academy Board may exercise any and all of the powers granted to it under the 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 Amended Bylaws, the Contract and Applicable Law.

Section 2. Method of Selection and Appointment. The Central Michigan University Board of Trustees ("University Board") shall prescribe the method of appointment for members of an Academy's Board. The Center Director is authorized to develop and administer an academy board selection and appointment process that includes an *Application for Public School Academy Board Appointment* and is in accord with these policies:

- a. The University Board shall appoint the initial and subsequent Academy Board by resolution, except as prescribed by subparagraph d. The Center Director shall recommend qualified individuals to the University Board.
- b. The Academy Board, by resolution and majority vote, shall nominate its subsequent members, except as provided otherwise. The Academy Board shall recommend to the Center Director at least one nominee for each vacancy. Nominees shall submit the *Application for Public School Academy Board Appointment* for review by the Center. The Center Director may or may not recommend the appointment of a nominee submitted by the Academy Board. If the Center Director does not recommend the appointment of a nominee submitted by the Academy Board, he/she may select and recommend another nominee or may request the Academy Board submit a new nominee for consideration.
- c. An individual appointed to fill a vacancy created other than by the expiration of a term shall be appointed for the unexpired term of that vacant position.
- d. Under exigent conditions, and with the approval of the University Board's chair and the University President, the Center Director may appoint a qualified individual to the Academy Board. All appointments made under this provision must be presented to the University Board for final determination at its next regularly scheduled meeting. The University Board reserves the right to review, rescind, modify, ratify, or approve any appointments made under this provision.

Section 3. Length of Term. A Director of the Academy Board shall serve at the pleasure of the University Board. Terms of the initial positions of the Academy Board shall be staggered in accordance with *The Academy Board of Directors Table of Staggered Terms and Appointments* established and administered by the Center Director. Subsequent appointments shall be for a term of office not to exceed four (4) years, except as prescribed by *The Academy Board of Directors Table of Staggered Terms and Appointments*.

Section 4. Number of Director Positions. The number of director positions on the Academy Board shall not be less than five (5) nor more than nine (9) as determined by the University Board. If the Academy Board fails to maintain its full membership by making appropriate and timely nominations, the Center Director may deem that failure an exigent condition.

Section 5. Qualifications of Academy Board Members. To be qualified to serve on the Academy Board, a person shall, among other things: (a) be a citizen of the United States; (b) be a resident of the State of Michigan; (c) submit all materials requested by the Center including, but not limited to, the *Application for Public School Academy Board Appointment* which must include authorization to process a criminal background check; and (d) annually submit a conflict of interest disclosure as prescribed by the Center.

The members of the Academy Board shall not include (a) employees of the Academy; (b) any director, officer, or employee of a service provider that contracts with the Academy; (c) a Central Michigan University official or employee, as a representative of Central Michigan University.

Section 6. Oath of Public Office. All members of the Academy Board must take the constitutional oath of office and sign the *Oath of Public Office* before beginning their service. The *Oath of Public Office* shall be filed with the Center.

Section 7. Tenure. Each Director shall hold office until the Director's replacement, death, resignation, removal or until the expiration of the term, whichever occurs first.

Section 8. Removal and Suspension. If the University Board determines that the service in office of a Director of the Academy Board is no longer necessary, then the University Board may remove the Academy Board member with or without cause and shall specify the date when the Academy Board member's service ends. The Academy Board member may also be removed from office for cause by a two-thirds (2/3) vote of the Academy's Board.

With the approval of the University Board's chair and the University President, the Center Director may suspend the service of a Director of the Academy Board if, in his/her judgment, the person's continued presence would constitute a risk to persons or property, or would seriously impair the operation of the Academy. Any suspension made under this provision must be presented to the University Board for final determination at its next regularly scheduled meeting. The University Board reserves the right to review, rescind, modify, ratify, or approve any suspensions made under this provision.

Section 9. Resignation. Any Director may resign at any time by providing written notice to the corporation or by communicating such intention (orally or in writing) to the Center. Notice of resignation will be effective upon receipt or at a subsequent time if designated in a written notice. A successor shall be appointed as provided in Section 2 of this Article.

Section 10. Board Vacancies. A Director vacancy shall occur because of death, resignation, removal, failure to maintain residency in the State of Michigan, disqualification or as otherwise specified in the Code. Any vacancy shall be filled as provided in Section 2 of this Article.

Section 11. Compensation. A Director of the Academy Board shall serve as a volunteer Director. By resolution of the Academy Board, the Directors may be reimbursed for their reasonable expenses incident to their duties.

ARTICLE V MEETINGS

Section 1. Annual and Regular Meetings. The Academy Board shall hold an annual meeting each year. The Academy Board must 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 meetings 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 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 as required by the Open Meetings Act.

Section 3. Notice; Waiver. The Academy Board must comply with the notice provisions of the Open Meetings Act. In addition, notice of any meeting shall be given to each Director stating the time and place of the meeting, delivered personally, mailed, or sent by facsimile or electronic mail to the Director's business address. Any Director may waive notice of any meeting by written statement, facsimile or electronic mail sent by the Director, signed before or after the holding of the meeting. The attendance of

a Director at a meeting constitutes a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 4. 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)

A Director of the Academy Board who is absent from a meeting of the Academy Board due to military duty may participate in the meeting virtually, and that member’s virtual presence will count towards quorum and allow the absent member to participate in and vote on business before the Academy Board.

Section 5. Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Academy Board. No member of the Academy Board may vote by proxy, by way of a telephone conference or any other electronic means of communication.

Section 6. Open Meetings Act. All meetings of the Academy Board shall at all times be in compliance with the Open Meetings Act.

Section 7. Presumption of Assent. A Director of the Academy Board who is present at a meeting of the Academy Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless that Director's dissent shall be entered in the minutes of the meeting or unless that Director shall file a written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. This right to dissent shall not apply to a Director who voted in favor of such action.

ARTICLE VI COMMITTEES

Section 1. Committees. The Academy Board, by resolution, may designate one or more committees. Each committee is to consist of one or more Directors selected by the Academy Board. As provided in the resolution as initially adopted, and as thereafter supplemented or amended by further resolution, the committees shall have such powers as delegated by the Academy Board, except (i) filling of vacancies in the officers of the Academy Board or committees created pursuant to this Section; (ii) amending the Articles of Incorporation or Amended Bylaws; or (iii) any action the Academy Board cannot lawfully delegate under the Articles, Amended 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 Academy Board shall be a President, Vice-President, Secretary, Treasurer, and such assistant Treasurers and assistant Secretaries as may be selected by the Academy Board.

Section 2. Election and Term of Office. The Academy Board shall elect the initial officers at its first duly noticed meeting. Thereafter, the officers of the Academy Board shall be elected annually by the Academy Board. If the election of officers is not held at the annual 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 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.

Section 5. President. The President of the Academy Board 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, in general, perform all duties incident to the office of President of the Academy Board as may be prescribed by the Academy Board from time to time.

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

Section 7. Secretary. The Secretary of the Academy Board 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 Amended 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 Academy Board 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 to 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 member of the Academy Board 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, may not be compensated for their services. By resolution of the Academy Board, officers 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 or officers, agent or agents, 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 Central Michigan University or impose any liability on Central Michigan University, its trustees, officers, employees or agents.

Section 2. Loans. No loans shall be contracted on behalf of the Academy and no evidences of indebtedness shall be issued in its name unless authorized by a prior resolution of the Academy Board. Such authority shall be confined to specific instances. No loan, advance, overdraft or withdrawal by an officer or Director of the corporation, shall be made or permitted unless approved by the Academy Board. No loan entered into, by or on behalf of the Academy Board, shall in any way be considered a debt or obligation of Central Michigan University or impose any liability on Central Michigan University, its trustees, officers, employees or agents.

Section 3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Academy, shall be signed by Academy Board members or Academy Board employees, which shall not include employees of the Academy Board's Educational Service Provider, and in such manner as shall from time to time be determined by resolution of the Academy Board.

Section 4. Deposits. All funds of the Academy 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 1221 of the Revised School Code, being Section 380.1221 of the Michigan Compiled Laws.

Section 5. Voting of Gifted, Bequested or Transferred 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 in 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. As required by Applicable Law, any Director, officer or employee of the Academy, who enters into a contract with the Academy, that meets the definition of contract under the statute on 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, shall comply with the public disclosure requirements set forth in Section 3 of the statute.

The University Board authorizes the Academy Board to employ or contract for 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 Board shall be an employee of the Academy for all purposes and not an employee of the University for any purpose. With respect to Academy Board employees, the Academy shall have the power and responsibility to (i) select and engage employees; (ii) pay their wages, benefits, and applicable taxes; (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. The Academy Board may contract 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. Before entering into an agreement with an Educational Service Provider or an employee leasing company to perform 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 Center. A copy of the agreement between the Academy Board and the Educational Service Provider or employee leasing company shall be included as part of Schedule 5.

The Academy shall comply with the Incompatible Public Offices statute, Act No. 566 of the Public Acts of 1978, of the Michigan Compiled Laws, and the Contracts of Public Servants With Public Entities statute, Act No. 371 of the Public Acts of 1968, of the Michigan Compiled Laws. The Academy Board shall

ensure compliance with Applicable Law relating to conflicts of interest. Language in this Section controls over section 1203 of the Code. The following shall be deemed prohibited conflicts of interest:

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

No person shall be appointed or reappointed to serve as an Academy Board member if the person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or domestic partner:

- (a) Is employed by the Academy Board;
- (b) Works at or is assigned to work at the Academy;
- (c) Has an ownership, officer, policymaking, managerial, administrative non-clerical or other significant role with the Academy's Educational Service Provider or employee leasing company; and
- (d) Has an ownership or financial interest in any school building lease or sublease agreement with the Academy.
- (e) Is a current Academy Board member.

The Academy Board shall require each individual who works at the Academy to annually disclose any familial relationship with any other individual who works at, or provides services to, the Academy. For purposes of this sub-section, familial relationship means a person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or domestic partner.

ARTICLE IX INDEMNIFICATION

To the extent permitted by Applicable Law, each person who is or was a Director, officer or member of a committee of the Academy and each person who serves or has served at the request of the Academy as a trustee, director, officer, partner, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise, may be indemnified by the Academy. 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.

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 Amended Bylaws may be altered, amended or repealed and new Amended Bylaws may be adopted by obtaining (a) the affirmative vote of a majority of the Academy Board at any regular or special meeting of the Academy Board, if a notice setting forth the terms of the proposal has been given in accordance with the notice requirements of these Amended Bylaws and applicable law, and (b) the written approval of the changes or amendments by the Center Director. In the event that a proposed change is not accepted by the Center Director, the University Board may consider and vote upon a change proposed by the corporation following an opportunity for a written presentation to the University Board by the Academy Board. These Amended Bylaws and any amendments to them take effect only after they have been approved by both the Academy Board and by the Center Director.

Upon termination or revocation of the Contract, the corporation may amend its Amended Bylaws as necessary to allow the Academy Board to: (a) take action to appoint Academy Board members in order to have a quorum necessary to take Academy Board action; or (b) effectuate a dissolution, provided that the Academy Board may not amend the Amended Bylaws with regard to the disposition of assets upon dissolution.

ARTICLE XII TERMS AND CONDITIONS DEFINITIONS

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

CERTIFICATION

The Board certifies that these Amended Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by the Academy Board on the **21st** day of **May**, 2024.



Academy Board **President**

CONTRACT SCHEDULE 3

FISCAL AGENT AGREEMENT

SCHEDULE 3

FISCAL AGENT AGREEMENT

This Fiscal Agent Agreement is part of the Contract issued by the Central Michigan University Board of Trustees ("University Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to Walden Green Montessori ("Academy"), a public school academy.

Preliminary Recitals

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

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

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

ARTICLE I **DEFINITIONS AND INTERPRETATIONS**

Section 1.1. Definitions. Unless otherwise provided, or unless the context requires otherwise, the following terms shall have the following definitions:

"Academy Account" means an account established by the Academy Board 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 Act No. 105 of the Public Acts of 1855, being Section 21.146 of the Michigan Compiled Laws.

"Agreement" means this Fiscal Agent Agreement.

"Fiscal Agent" means the University Board or an officer or employee of Central Michigan University as designated by the University Board.

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

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

"State" means the State of Michigan.

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

ARTICLE II

FISCAL AGENT DUTIES

Section 2.1. Receipt of State School Aid Payments and Other Funds. The University Board is the Fiscal Agent for the Academy for the limited purpose of receiving State School Aid Payments. By separate agreement, the University Board and the Academy may also agree that the University 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 3.2.

Section 2.2. Transfer to Academy. Except as provided in Article X of the Terms and Conditions of Contract and in the Oversight, Compliance and Reporting 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 Academy Account designated by a resolution of the Academy Board and by a method of transfer acceptable to the Fiscal Agent.

Section 2.3. 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, account for or approve expenditures made by the Academy Board.

Section 2.4. Academy Board Requests for Direct Intercept of State School Aid Payments. If the Academy Board (i) authorizes a direct intercept of a portion of its State School Aid Payments from the State to a third party account for the payment of Academy debts and liabilities; or (ii) assigns or directs that a portion of its State School Aid Payments be forwarded by the Fiscal Agent to a third party account for the payment of Academy debts and liabilities, then Academy shall submit to The Governor John Engler Center for Charter Schools at Central Michigan University for review and consideration: (i) a copy of the Academy Board's resolution authorizing the direct intercept or the assignment or direction of State School Aid Payments; (ii) a State School Aid Payment Agreement and Direction document that is in a form and manner acceptable to the Fiscal Agent; and (iii) other documents as required. The Center reserves the right to not acknowledge in writing any State School Aid Payment Agreement and Direction that is not in a form and manner acceptable to the Fiscal Agent. The State School Aid Payment and Direction document shall include language that the third party lender or trustee acknowledges and consents to the transfer of State School Aid Payments into the Academy's dissolution account, as set forth in Article X of the Terms and Conditions. Any unspent funds remaining in the Academy dissolution account after payment of all wind-up and dissolution expenses shall be returned to the Academy.

ARTICLE III

STATE DUTIES

Section 3.1 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 3.2. State School Aid Payment Overpayments and Penalties. The State, through its Department of Education, has sole responsibility for determining State School Aid Payment overpayments to the Academy and the method and time period for repayment by the Academy. The State, through its Department of Education, has sole responsibility for assessing State School Aid penalties against the Academy for noncompliance with the Code and the State School Aid Act of 1979, as amended.

Section 3.3. 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 4.1. 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.

Section 4.2. Academy Account. The Academy is authorized to establish an account in the name of the Academy. Signatories to the Academy Account shall be current Academy Board members and/or Academy Board employees, which shall not include employees of the Academy Board's Educational Service Provider, as shall from time to time be determined by resolution of the Academy Board. The Academy Board is authorized to approve withdrawals and transfers from any Academy Account. Any authorization approved by the Academy Board for automatic withdrawals or transfers from an Academy Account may only be terminated or amended by the Academy Board.

Section 4.3. 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 4.4. 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 4.5. Repayment of Overpayment. The Academy shall be directly responsible for reimbursing the State for any overpayment of State School Aid Payments or any State School Aid penalties. At its option, the State may reduce subsequent State School Aid Payments by the amount of the overpayment or penalty or seek collection of the overpayment or penalty from the Academy.

ARTICLE V **RECORDS AND REPORTS**

Section 5.1. Records. The Fiscal Agent shall keep books of record and account of all transactions relating to the receipts, disbursements, allocations and application of the State School Aid Payments and Other Funds received, deposited or transferred for the benefit of the Academy, and these books shall be available for inspection at reasonable hours and under reasonable conditions by the Academy and the State.

Section 5.2. Reports. Annually, the Fiscal Agent shall prepare and send to the Academy within thirty (30) days of September 1, a written report dated as of August 31. This report shall summarize all receipts, deposits and transfers made on behalf or for the benefit of the Academy during the period beginning on the latter of the date hereof or the date of the last such written report and ending on the date of the report, including without limitation, State School Aid Payments received on behalf of the Academy from the State Treasurer and any Other Funds which the University Board receives under this Agreement.

ARTICLE VI

CONCERNING THE FISCAL AGENT

Section 6.1. 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 6.2. Limitation on Liability. The liability of the Fiscal Agent to transfer funds to the Academy shall be limited to the amount of State School Aid Payments as are from time to time delivered by the State and the amount of Other Funds as delivered by the source of those funds.

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

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

ACKNOWLEDGMENT OF RECEIPT

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

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

Date: February 28, 2024

CONTRACT SCHEDULE 4

OVERSIGHT, COMPLIANCE
AND REPORTING AGREEMENT

SCHEDULE 4

OVERSIGHT, COMPLIANCE AND REPORTING AGREEMENT

This Oversight, Compliance, and Reporting Agreement is part of the Contract issued by the Central Michigan University Board of Trustees ("University Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to Walden Green Montessori ("Academy"), a public school academy.

Preliminary Recitals

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

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

ARTICLE I **DEFINITIONS AND INTERPRETATIONS**

Section 1.1. Definitions. Unless otherwise provided, or unless the context requires otherwise, the following terms shall have the following definitions:

"Agreement" means this Oversight, Compliance and Reporting Agreement.

"Oversight Responsibilities" means the University Board's oversight responsibilities set forth in Section 2.1 of this Agreement.

"Compliance and Reporting Duties" means the Academy's duties set forth in Section 2.2 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, COMPLIANCE AND REPORTING RESPONSIBILITIES**

Section 2.1. Oversight Responsibilities. The Governor John Engler Center for Charter Schools ("the Center") at Central Michigan University, as it deems necessary to fulfill the University Board's Oversight Responsibilities, may undertake the following:

- a. Monitor and evaluate if the Academy Board is properly governing the Academy and following the Amended Bylaws set forth in the Contract.
- b. Monitor and evaluate the Academy's academic performance and progress toward achieving the educational goal and related measures set forth in Contract Schedule 7b.

- c. Monitor and evaluate the Academy's implementation, delivery, and support of the educational program and curriculum as set forth in Contract Schedules 7c and 7d, respectively.
- d. Monitor and evaluate the Academy's application and enrollment procedures as set forth in Contract Schedule 7f.
- e. Monitor and evaluate the Academy's organizational and financial viability.
- f. Monitor and evaluate the Academy's fiscal stewardship and use of public resources.
- g. Monitor and evaluate the records, internal controls or operations of the Academy.
- h. Monitor and evaluate if the Academy is staffed with qualified personnel and that appropriate background checks have been conducted.
- i. Monitor and evaluate if the Academy is providing a safe learning environment.
- j. Request evidence that the Academy has obtained the necessary permits and certificates 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 local health departments.
- k. Conduct comprehensive on-site reviews to assess and/or evaluate the Academy's performance.
- l. Monitor and evaluate if the Academy is demonstrating good faith in complying with the Contract, the Revised School Code, and all other Applicable Law.
- m. Request periodic reports from the Academy regarding any aspect of its operation including, but not limited to, information identified in Schedule 8 of the Contract.
- n. Initiate action pursuant to the Terms and Conditions of Contract to amend, revoke, reconstitute, terminate or suspend the Contract.
- o. Provide information and support to the Academy.

Section 2.2. Compliance and Reporting Duties. The Academy agrees to fulfill the following Compliance and Reporting Duties:

- a. Adopt and properly maintain governing board policies in accordance with Applicable Law.
- b. Comply with the reporting and document submission requirements set forth in the Master Calendar of Reporting Requirements issued annually by the Center.
- c. Comply with any Academy-specific reporting and document submission requirements established by the Center.
- d. Comply with the insurance requirements set forth in Article XI, Section 11.2 of the Terms and Conditions of Contract.

- e. Comply with the Center’s Educational Service Provider Policies, as may be amended.
- f. Report any litigation or formal proceedings to the Center including, but not limited to, litigation initiated by or against the Academy alleging violation of any Applicable Law. If the University is a named party, notify the general counsel for the University Board as set forth in Article XII, Section 12.1 of the Terms and Conditions.
- g. The Academy shall not occupy or use any school facility set forth in Schedule 6 of the Contract until such facility has received all fire, health and safety approvals required by Applicable Law and has been approved for occupancy by the Michigan Department of Licensing and Regulatory Affairs’ Bureau of Construction Codes.
- h. Permit the Center to inspect the records, internal controls, operations or premises of the Academy at any reasonable time.
- i. Authorize the Center to perform audit and conduct systematic investigations, including research development, testing and evaluation studies, designed to develop and contribute to generalizable knowledge using Academy data including, but not limited to, personally identifiable information about the Academy’s students and staff submitted by the Academy to agencies including, but not limited to, Center for Educational Performance and Information (“CEPI”), Office of Educational Assessment and Accountability (“OEAA”) and the Michigan Department of Education (“MDE”). Pursuant to this authorization, the Center shall abide by the regulations that govern the use of student data within the Family Educational Rights and Privacy Act (FERPA - 34 CFR Part 99), the Michigan Identity Theft Protection Act of 2004, and the Privacy Act of 1974.
- j. Upon request, the Academy Board shall provide the Center with a written report, along with supporting data, assessing the Academy’s progress toward achieving the educational goal and related measures outlined in Contract Schedule 7b.
- k. Upon request, provide the Center with copies or view access to data, documents or information submitted to MDE, the Superintendent of Public Instruction, the State Board of Education, CEPI or any other state or federal agency.
- l. If the Academy operates an online or other distance learning program, it shall submit a monthly report to the MDE, in the form and manner prescribed by the MDE, that reports the number of pupils enrolled in the online or other distance learning program, during the immediately preceding month.

Section 2.3. Waiver of Compliance and Reporting Duties. The University Board, or the Center Director as its authorized designee, may modify or waive any of the Academy’s Compliance and Reporting Duties.

ARTICLE III

RECORDS AND REPORTS

Section 3.1. Records. The Academy will keep complete and accurate records and reports of its governance and operations. These records and reports shall be available for inspection by the Center at reasonable hours and under reasonable conditions.

ARTICLE IV

MISCELLANEOUS

Section 4.1. Administrative Fee. The Academy agrees to pay to the University Board an administrative fee of 3% of the Academy's State School Aid Payments. This fee shall be retained by the University Board from each State School Aid Payment received for forwarding to the Academy. This fee shall compensate the University Board for overseeing the Academy's compliance with the Contract and all Applicable Law and other related activities for which compensation is permissible. By agreement between the Center and the Academy, the University may charge additional fees beyond the administrative fees for services rendered.

Section 4.2. Time of the Essence. Time shall be of the essence in the performance of obligations from time to time imposed upon the Academy and the University Board by this Agreement.

Section 4.3. Audit and Evaluation. The Academy:

- a. Hereby authorizes the Center to perform audit and evaluation studies using Academy data including, but not limited to, personally identifiable information about the Academy's students and staff submitted by the Academy to agencies including, but not limited to, CEPI, OEAA and the MDE. Pursuant to this authorization, the Center shall abide by regulations that govern the use of student data within the FERPA, the Michigan Identity Theft Protection Act of 2004 and the Privacy Act of 1974.
- b. Shall upon request, provide the Center with copies or view access to data, documents or information submitted to the MDE, the Superintendent of Public Instruction, the State Board of Education, CEPI, the Michigan DataHub or any other state or federal agency.

Section 4.4. Fiscal Stress Notification from State Treasurer. If the State Treasurer notifies the Academy that the State Treasurer has declared the potential for Academy financial stress exists, the Academy shall provide a copy of the notice to the Center. Within fifteen (15) days of receipt of the notification from the Academy, the Center Director shall notify the Academy whether the Center is interested in entering into a contract to perform an administrative review for the Academy. The parties shall consult with the Department of Treasury on the development of the contract and the contract for administrative review shall comply with the Code. If the Center is not interested in performing an administrative review or if the parties are unable to reach agreement on an administrative review, the Academy shall consider entering into a contract for an administrative review with an intermediate school district. Nothing in this Section 4.4 shall prohibit the Academy for electing to enter into a contract for an administrative review with an intermediate school district. Nothing in this Section 4.4 shall require the Academy to elect to enter or not enter into a contract for an administrative review with the Center or an intermediate school district.

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, as defined in the Terms and Conditions of this Contract, to provide comprehensive educational, administrative, management or instructional services or staff to the Academy, the Academy Board must first comply with the Educational Service Provider Policies adopted by the Center.

Qualifications	5-1
Administrator and Teacher Evaluation Systems	5-1
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Reporting Structure	5-1
Position Responsibilities	5-1
School Administrator(s)	5-2
Instructional Staff	5-2
Non-Instructional Staff	5-2
Educational Service Provider Agreement	5-3

Qualifications. The Academy shall comply with all Applicable Law regarding requirements affecting personnel employed by or assigned to the Academy including (but not limited to): qualifications, evaluation systems, criminal background checks and unprofessional conduct disclosures. All administrators or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the certification and continuing education requirements as described in MCL 380.1246. Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule.

Administrator and Teacher Evaluation Systems. The Academy Board shall adopt and implement for all teachers and school administrators a rigorous, transparent, and fair performance evaluation system that complies with the Code. If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider adopts a performance evaluation system that complies with MCL 380.1249.

Performance Evaluation System. During the term of this Contract, the Academy shall not assign a pupil to be taught in the same subject area for 2 consecutive years by a teacher who has been rated as ineffective on his or her 2 most recent annual year-end evaluations per the Code. If the Academy is unable to comply with this provision of the Code and plans to assign a pupil to be taught in the same subject area for 2 consecutive years by a teacher who has been rated as ineffective on his or her 2 most recent annual year-end evaluations per the Code, the Academy Board shall notify the pupil's parent or legal guardian that the pupil has been assigned to be taught in the same subject area for a second consecutive year by a teacher who has been rated as ineffective on his or her 2 most recent annual year-end evaluations. The notification shall be in writing, shall be delivered to the parent or legal guardian not later than July 15th immediately preceding the beginning of the school year for which the pupil is assigned to the teacher, and shall include an explanation of why the pupil is assigned to the teacher. MCL 380.1249a.

Teacher and Administrator Job Performance Criteria. The Academy Board shall implement and maintain a method of compensation for its teachers and school administrators that includes job performance and job accomplishments as a significant factor in determining compensation and additional compensation. The assessment of job performance shall incorporate a rigorous, transparent, and fair evaluation system that evaluates a teacher's or school administrator's performance at least in part based upon data on student growth as measured by assessments and other objective criteria. If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider complies with this section. MCL 380.1250.

Reporting Structure

- One position is employed directly by the Academy Board;
- Applicable positions that are employed by Advance Educational Services, Inc., dba AccessPoint Educational HR ("APEHR"), are outlined in the Educational Service Provider Agreement included in this Schedule; and
- Some functions, including but not limited to custodial or food service, may be contracted.

Position Responsibilities

Following are the categories into which Academy staff fall. Descriptions for all positions employed by or assigned to the Academy are available at the Academy.

School Administrator(s)

As stated above, all administrators or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the certification and continuing education requirements as described in MCL 380.1246. In addition to the position titles identified in MCL 380.1246, the Michigan Department of Education (“MDE”) will deem an administrator working at a district or school level to be “administering instructional programs” if the person’s position description or day-to-day duties include any or all of the following elements *:

1. Responsibility for curriculum. This includes final or executive decisions which directly impact what should be taught to students and how it should be delivered, as well as what learning outcomes are expected, often following a philosophy of research, best practices, and continuous improvement providing equitable access to all students.
2. Responsibility for overseeing district or school improvement plan design or implementation. This includes a vision and a method for execution of plans regarding incorporating student assessment, using student performance and school safety data to drive decision-making, the use of information technology to support improvement, professional development, and overall student achievement.
3. Oversight of instructional policies. This includes the creation, modification, and recommendation of final policy regarding any aspect of how teachers implement, deliver, and support curriculum. Whether or not making specific financial decisions in support of these policies is part of the oversight role, this person still has final decision-making responsibility for instruction.
4. Executive-level reporting on academic progress to a governing authority. This includes providing updates, documentation, data, or presentations in an official or executive capacity to a governing body regarding progress on student learning goals—whether or not these reports are tied to expenditures related to the successful delivery of the instruction.
5. Supervision and evaluation of direct reports responsible for instruction. This includes providing executive leadership for employees who report to the individual, and providing direction to establish work priorities and decision-making. This involves evaluation of educator efficacy as well as general work performance of staff.

(*This statement and numbered items that follow it were taken directly from the February 23, 2017, Memorandum issued by the MDE.)

Instructional Staff

As stated above, except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule. Individuals that are considered instructional staff are responsible for implementing the Academy’s curriculum, developing assessments and monitoring student progress. Instructional staff whose main responsibility is working with students with disabilities must modify instructional techniques in order to enhance learning for all students.

Non-Instructional Staff

The staff that fall into this category are not required to hold an administrator certificate or a teaching certificate. The individuals in this category support the Academy’s pursuit of its mission, vision, and educational goals.

SERVICE AGREEMENT ADDENDUM

This is an Addendum to the Service Agreement (Agreement) entered into by and between Advance Educational Services, Inc., dba AccessPoint Educational HR ("APEHR") and Walden Green Montessori ("Academy") on July 1, 2018, which was previously amended on May 20, 2019 and June 16, 2020.

The Term of the Agreement expires on June 30, 2024. The parties have agreed to amend the expiration date to June 30, 2027.

Therefore, it is the intent of the Parties to amend the Agreement as follows:

1. The term expiration date as shown in Paragraph 5 of the Agreement shall be amended to June 30, 2027.
2. The right to cancel the Agreement with sixty days' notice, as provided for in Paragraph 5 of the Agreement, is amended to add that the right to cancel with sixty days' notice is only applicable after June 30, 2026. Any termination of the Agreement shall be governed by Paragraph 10 of the Agreement.
3. Paragraph 3 of the previous amendment dated June 16, 2020 is no longer applicable and is deleted in its entirety.
4. All other provisions of the Agreement, as amended, shall remain unchanged and enforceable as written.

THE PARTIES AFFIRM THAT THEY HAVE READ AND UNDERSTAND, AND AGREE WITH THE TERMS OF THE AGREEMENT AND THIS ADDENDUM.

Advance Educational Services, Inc.

By:  4074663E9FF1437...

Its: President

Dated: 4/30/2024

Walden Green Montessori

By: Kori Bissot

Its: President

Dated: 04-29-2024

SERVICE AGREEMENT ADDENDUM

This is an Addendum to the Service Agreement (Agreement) entered into by and between Advance Educational Services, Inc., dba AccessPoint Educational HR ("APEHR") and Walden Green Montessori ("Academy") on July 1, 2018, which was previously amended May 20, 2019.

The Term of the Agreement expires on July 1, 2020. The parties have agreed to amend the expiration date to June 30, 2024. In consideration of the Academy's willingness to enter into a longer term, APEHR will provide a credit to the Academy in the amount of \$9,000.00 to be credited to the Academy's invoices over the first five (5) payroll invoices of the new term commencing July 1, 2020.

Therefore, it is the intent of the Parties to amend the Agreement as follows:

1. The term expiration date as shown in Paragraph 5 of the Agreement shall be amended to June 30, 2024.
2. The right to cancel the Agreement with sixty days' notice, as provided for in Paragraph 5 of the Agreement, is amended to add that the right to cancel with sixty days' notice is only applicable after June 30, 2022. Any termination of the Agreement shall be governed by Paragraph 10 of the Agreement.
3. APEHR shall provide the Academy with a total credit of \$9,000.00 against invoices for the administrative fee portion of the service fees charged to the Academy by APEHR during the first five (5) payroll invoices, of the new term commencing July 1, 2020. The credit shall be pro-rated and applied to the payroll invoices for the pay periods of July 3, 2020, July 17, 2020, July 31, 2020, August 14, 2020 and August 28, 2020. If the administrative fee portion of the service fees billed to the Academy on any one invoice during those invoices is less than the credit to be applied, the credit will only be up to the total amount of the administrative fee for that invoice. Any remaining credit due on any individual invoice will be rolled over to future invoices. At no point will the credit provided to the Academy exceed the administrative fee portion of the service fee charged. Should the Academy terminate the contract prior to June 30, 2022, the Academy will reimburse APEHR \$6,000. Should the Academy terminate the contract prior to June 30, 2023, the Academy will reimburse APEHR \$3,000. No reimbursement will be due if the Academy terminates the contract after June 30, 2023.
4. All other provisions of the Agreement, as amended, shall remain unchanged and enforceable as written.

THE PARTIES AFFIRM THAT THEY HAVE READ AND UNDERSTAND, AND AGREE WITH THE TERMS OF THE AGREEMENT AND THIS ADDENDUM.

Advance Educational Services, Inc.

Walden Green Montessori

By:  6-30-20

By: 

Its: _____

Its: Vice President

Dated: 6/30/20

Dated: 06-16-2020

SERVICE AGREEMENT ADDENDUM

This is an Addendum to the Service Agreement (Agreement) entered into by and between Advance Educational Services, Inc., dba AccessPoint Educational HR ("APEHR") and Walden Green Montessori ("Academy") on March 26, 2012, effective July 1, 2012, and amended July 1, 2017 and July 1, 2018.

The final renewal term of the Agreement expires on July 1, 2019. The parties have agreed to amend the final expiration date to July 1, 2020.

Therefore, it is the intent of the Parties to amend the Agreement as follows:

1. The final Renewal Term expiration date as shown in Paragraph 4 of the Agreement shall be amended to July 1, 2020.

2. All other provisions of the Agreement, as amended, shall remain unchanged and enforceable as written.

THE PARTIES AFFIRM THAT THEY HAVE READ AND UNDERSTAND, AND AGREE WITH THE TERMS OF THE AGREEMENT AND THIS ADDENDUM.

Advance Educational Services, Inc.

By: 

Its: CEO

Dated: 5/21/19

Walden Green Montessori

By: 

Its: Board Secretary

Dated: 05-20-19

CHARTER SCHOOL CLIENT SERVICE AGREEMENT

This AGREEMENT is effective July 1, 2018 by and between Walden Green Montessori, a public school academy, 17339 Roosevelt Road, Spring Lake, MI 49456 (hereinafter referred to as "ACADEMY") and Advance Educational Services, Inc., dba AccessPoint Educational HR, a Michigan corporation, 28800 Orchard Lake Road, Farmington Hills, Michigan, 48331 (hereinafter referred to as "AccessPoint").

RECITALS

A. ACADEMY provides public school instruction as a charter school pursuant to a contract ("Contract" or "Charter Contract") issued by Central Michigan University Board of Trustees ("CMU" or "Authorizer").

B. ACADEMY operates under the direction of the ACADEMY Board of Directors ("Board").

C. AccessPoint offers to Michigan public school academies employee administration and management services including, but not limited to, staff employment, payroll, benefit administration, and other similar services.

D. ACADEMY desires to engage AccessPoint to perform certain services upon the terms and conditions set forth in this Agreement and pursuant to its authority, ACADEMY hereby contracts with AccessPoint, to the extent permitted by law, specified functions relating to the administration and management services.

THEREFORE, the parties agree as follows:

1. Services Provided by AccessPoint. AccessPoint shall provide contract personnel services as outlined in this Agreement. Under the policy direction of the Board, AccessPoint shall provide the professional staff to provide educational, management, operation, and administration services to the ACADEMY. ACADEMY may also purchase business services from AccessPoint as indicated in this Agreement and documented through the "Administrative Services Addendum" incorporated into this Agreement as Exhibit B.

a) Selection of Covered Employees. AccessPoint, at the recommendation of the Chief Administrative Officer of the school, shall employ and designate to ACADEMY all such qualified and certified faculty and staff ("Covered Employees") which are listed as "Work Force Positions" on Exhibit A to this Agreement, as may be necessary to accomplish the educational mission of ACADEMY consistent with the Board approved budget. AccessPoint reserves the right at any time during the term of this Agreement, on notice to Academy, and with its concurrence, to re-designate a Covered Employee to an Excluded Work Force Position. The designated Excluded Work Force Positions shall not be covered by this Agreement unless otherwise mutually agreed.

AccessPoint shall comply with all Federal and State statutes and administrative requirements including, but not limited to, the Immigration Reform and Control Act.

b) Employee Agreements and Compensation. Compensation for all Covered Employees including, but not limited to, health care and retirement benefits shall be established by ACADEMY, through its budget, and implemented by AccessPoint. The terms and conditions of such employment shall be set forth in an employment agreement between AccessPoint and each employee. Information regarding all costs, including the employment costs, annual salary and benefit costs for each individual assigned to ACADEMY by AccessPoint, will be provided to the Board by AccessPoint upon request.

AccessPoint is prohibited from entering into employment agreements with the Covered Employees that contain non-compete agreements of any nature.

c) Health Care Insurance. AccessPoint shall make available to all qualified Covered Employees assigned to ACADEMY comprehensive medical care insurance. In addition, AccessPoint shall be responsible for COBRA compliance and continuation of health benefit plans to terminated Covered Employees and qualified dependents, subject to the continuation of this Agreement. If this Agreement terminates, all responsibilities with regard to continuation of health insurance cease consistent with Federal and State statutes.

d) Retirement Plan. AccessPoint shall make available to all qualified Covered Employees a retirement plan pursuant to IRC Section 401(k).

e) Payroll Taxes. AccessPoint shall report and pay all applicable federal, state and local employee and employer payroll taxes from AccessPoint's own accounts. AccessPoint will act as the W-2 employer for record keeping purposes.

f) Payroll Records. AccessPoint shall maintain and verify all required payroll and benefit records.

g) Policies and Procedures. All payroll, benefit and personnel policies and procedures for Covered Employees shall be established by AccessPoint in collaboration with ACADEMY. Evaluation and compensation systems shall comply with the Michigan Revised School Code ("Code").

h) Worker's Compensation Insurance. AccessPoint shall maintain Worker's Compensation insurance during the term of this Agreement on all Covered Employees assigned to work for ACADEMY under this Agreement. Upon written request, AccessPoint shall provide a Certificate of Insurance verifying coverage of Worker's Compensation insurance.

i) At-Will Employment Relationship. AccessPoint retains the right to hire or not hire any Covered Employee candidate for employment or terminate with or without cause any employee with written notice to the ACADEMY. Hiring, evaluation, disciplining and/or termination of the Chief Administrator will be done in consultation with Academy through its President.

j) Implementation and Supervision of Policies and Procedures. During the term of this Agreement, AccessPoint shall have the right and authority to implement and supervise ACADEMY's policies and procedures relating to the Covered Employees. AccessPoint shall make every reasonable effort to act in the best interest of ACADEMY with regard to ACADEMY's policy and procedure in exercising control over Covered Employees. ACADEMY agrees to cooperate and assist AccessPoint in the implementation and supervision of all such policies and procedures. All personnel policies and directives related to Covered Employees shall be made with approval of AccessPoint.

2) Hiring, Evaluating, Supervising, Disciplining and Firing

a) AccessPoint shall have the ultimate authority and control over hiring, evaluating, supervising, disciplining and firing of Covered Employees consistent with the ACADEMY approved budget, subject to paragraph 1(j) above. ACADEMY may recommend the hiring or termination of a Covered Employee, it being understood that AccessPoint retains full control over all personnel decisions involving Covered Employees, and ultimate authority to resolve and decide employee grievances and disputes consistent with budgetary limitations. AccessPoint shall consult, seek agreement, and coordinate with its Chief Administrator assigned to ACADEMY concerning any hiring, evaluating, supervising, disciplining, and

termination of assigned staff before formal action is taken. ACADEMY Board will collaborate with AccessPoint on the selection, compensation and evaluation of the Chief Administrator.

b) On-site Supervision. AccessPoint shall be responsible for on-site supervision directly and through the Covered Employee designated to assist the Chief Administrative Officer at the ACADEMY. The designated employee will also serve as the liaison to the ACADEMY Board on behalf of AccessPoint. The employee designated to assist the Chief Administrative Officer shall be the on-site consultant for AccessPoint and shall assist AccessPoint with its administrative and personnel responsibilities on ACADEMY premises. As to all administrative and personnel matters, the employee designated to assist the Chief Administrative Officer shall coordinate with and report to designated AccessPoint managers and officers at AccessPoint's home office. AccessPoint, after consulting with the Chief Administrative Officer, shall determine the procedures to be employed by Covered Employees in the day-to-day performance of their job responsibilities. AccessPoint shall make every effort to act in the best interests of ACADEMY with regard to ACADEMY's policy and procedure in exercising control over the Covered Employees.

3. AccessPoint Requirements.

a) Compliance with Applicable Criteria. AccessPoint assumes sole responsibility for assuring that all services set forth in Paragraph 1 provided by AccessPoint are provided in compliance with and conform to (i) all applicable federal, state and local government laws, rules and regulations, including, but not limited to all civil rights laws, Bullard-Plawecki Employee Right to Know Act, Whistleblower's Protection Act, Fair Labor Standards Act, and Fair Credit Reporting Act; (ii) all pertinent policies of those accrediting agencies from which ACADEMY has secured or is seeking accreditation, and the Michigan Department of Education; and (iii) all other applicable policies of ACADEMY. AccessPoint shall promptly provide to ACADEMY, within twenty four hours of receipt, all notices, reports or correspondence from individuals or governmental agencies that assert claims, deficiencies or charges against ACADEMY or AccessPoint that otherwise threaten the suspension, revocation, or any other action adverse to any approval, authorization, certificate, determination, finances, license or permit required or necessary to own or operate ACADEMY.

b) Employment Laws. AccessPoint shall comply with all applicable federal, state and local employment laws. AccessPoint shall comply with the Fair Labor Standards Act and control all overtime.

4. ACADEMY Requirements. ACADEMY shall provide the following:

a) Personnel Requirements. Advise AccessPoint of the faculty and staff required by ACADEMY to perform its mission, consistent with its approved budget.

b) Insurance. Maintain such policies of insurance as required by the Contract with the authorizer and the Michigan Universities Self-Insurance Corporation ("M.U.S.I.C.") including casualty and premises liability insurance on all school buildings and premises and to maintain professional liability insurance pertaining to the staff that could result in a claim against ACADEMY and name AccessPoint as a certificate holder.

c) Financial Reports. Prepare annual budgets and periodic financial reports as required by the Contract with the Authorizer, statute or as desired by the Board, unless otherwise provided for in an Administrative Services Addendum attached to this Agreement.

d) Employment Laws. ACADEMY shall comply with all applicable federal, state and local employment laws. ACADEMY shall comply with the Fair Labor Standards Act and report all overtime to AccessPoint.

e) Records. ACADEMY shall maintain actual time records and verify the accuracy of all wage hour information provided to AccessPoint at the end of each pay period. ACADEMY shall verify the accuracy of all wage and salary reports which shall be supplied to ACADEMY by AccessPoint at the end of each pay period. ACADEMY shall not pay any wages, salaries or other compensation, including employee benefits, without informing AccessPoint in writing.

f) Employee Benefits. ACADEMY shall provide to AccessPoint a written statement with regard to all policies concerning employee compensation, evaluation and benefits. These policies shall comply with all federal, state and local governmental laws and regulations.

g) Safety Requirements. ACADEMY shall comply with all safety, health and work laws, regulations and rules at its own expense. ACADEMY and AccessPoint shall also comply with all safe work practices and use of protective equipment required by federal, state or local law. All accidents involving Covered Employees shall be reported immediately to AccessPoint by the Chief Administrator or designee. ACADEMY shall cooperate with AccessPoint's Worker's Compensation carrier and liability insurance carrier who shall have the right to inspect ACADEMY's property.

h) Discipline, Layoff, or Termination of Covered Employees. ACADEMY agrees to comply with all AccessPoint personnel policies and procedures, directives, both general and specific, regarding the discipline, layoff, or termination of Covered Employees to the extent those directives reasonably consider the policies, procedures, rules, regulations, mission and curriculum established by the ACADEMY Board. ACADEMY further agrees to immediately notify AccessPoint of any material change in the current business operations of ACADEMY.

i) Personnel Issues. In the event ACADEMY becomes dissatisfied with the performance of any Covered Employee AccessPoint shall be notified, in writing, setting forth the nature of the dissatisfaction, the proposed remedial action, and any specific action requested.

j) Employee Background Checks. A criminal history record check and unprofessional conduct search will be done in compliance with applicable law and shall be conditions for the hiring of or services provided by any person assigned by AccessPoint under this Agreement to regularly and continuously work at the ACADEMY. The results of the criminal history record check shall be forwarded to AccessPoint in compliance with applicable law.

k) Academic Program. The Board retains the responsibility for determining the fiscal and academic policies that will govern the operation of the Academy. Under the policy direction of the Board, AccessPoint shall be responsible for the operation, administration and education at the Academy and shall implement the educational goals and programs set forth in the Contract and as established by the Board. Covered Employees shall be responsible for complying with the Academic Program set forth in the Contract.

l) Designation of School Officials. The Academy agrees to define "school official" in the Academy's annual notification of rights under 20 U.S.C. § 1232g, 34 C.F.R. § 99, the Family Educational Rights and Privacy Act ("FERPA") to include a contractor who performs an institutional service or function for which the Academy would otherwise use its own employees, who is under the direct control of the Academy with respect to the use and maintenance of personally-identifiable information

from education records, and who is subject to the requirements of 34 C.F.R. § 99.33(a) governing the use and redisclosure of personally identifiable information from education records. The Board designates AccessPoint and certain of its employees and subcontractors as school officials of the Academy having a legitimate educational interest such that they are entitled to access to educational records under FERPA. "Legitimate educational interest" shall be defined as having a responsibility for helping the student achieve one (1) or more of the educational goals of the Academy or if the record is necessary in order for the employee to perform an administrative, supervisory or instructional task or to perform a service or benefit for the student or the student's family. AccessPoint and its employees and subcontractors agree to comply with FERPA and corresponding regulations applicable to school officials. Except as set forth in this Paragraph or as expressly acknowledged in writing by the Board, no agent or employee of AccessPoint shall be deemed to be an agent of the Academy.

5. Term of Agreement. This Agreement shall commence on July 1, 2018 and continue for a period of one year ending on June 30, 2019. Either party may cancel this Agreement with or without cause at the end of the second year of this agreement with 90 days prior written notice. If the ACADEMY and/or AccessPoint becomes obligated for MPERS or an unexpected fee or tax is instituted, (e.g. State service tax fee) either party may immediately invoke the 90 day termination notice provision at any time during the contract. Termination of this Agreement shall not affect the continuation of the obligations of either party incurred during the term of the Agreement. The parties acknowledge that as part of any contract reauthorization with CMU, it may require ACADEMY and AccessPoint to submit an entirely new Agreement for review by CMU. The maximum term of this Agreement shall not exceed the length of the Contract with the authorizer.

6. Service Fee. A Service Fee shall be charged to ACADEMY and the ACADEMY shall pay a service fee equal to the total gross pay of all Covered Employees within a class assigned to ACADEMY multiplied times the billing rate for each class of Covered Employees. "Taxable wage limits" is the sum of all earnings by a Covered Employee that are eligible for a particular type of tax (for example: State Unemployment Tax, Federal Unemployment Tax, and Social Security). Each tax is different and has different regulations about limits to the amount of wages that can be considered taxable with respect to that tax.

The following billing rates apply:

- a. School Professional (teachers and Chief Administrator) at the billing rate of 1.2056, 1.1996, 1.1410 as taxable wage limits are reached
- b. Clerical at the billing rate of 1.2031, 1.1971, 1.1385 as taxable wage limits are reached

The Service Fee shall be adjusted upon the effective date of any increase or decrease in employee wage rates, payroll taxes, worker's compensation premiums, or employee benefit program changes. AccessPoint shall give ACADEMY thirty (30) days written notice of any change in the Service Fee, subject to AccessPoint's timely notice from any third party involved. This provision does not pertain to monthly fee rates which may vary because of the hours worked by Covered Employees. ACADEMY acknowledges that AccessPoint's cost for any item covered by the Service Fee may be more or less than the amount collected using the Service Fee rates.

7. Costs. ACADEMY shall pay all additional costs or expenses incurred by AccessPoint that are incidental to the performance of this Agreement and are approved by the ACADEMY. These additional costs or expenses may include, but are not limited to, employee replacement costs, hiring temporary personnel, fidelity bonding, and ACADEMY approved training programs. AccessPoint's total billings to ACADEMY for

the Fees described in Paragraph 6 and the Costs described in this Paragraph shall not exceed the total budget amount approved by the ACADEMY Board, provided that AccessPoint is only obligated to provide services equal to that amount. Additional costs shall be billed once per month and are due upon receipt. AccessPoint shall provide reasonable notice or seek approval, as may be practicable, before costs are incurred. No corporate costs of AccessPoint shall be charged to or reimbursed by the ACADEMY.

8. Payment of Fees and Costs. ACADEMY shall execute a wire transfer to AccessPoint, from the designated ACADEMY account, in an amount equal to the Fees described in Paragraph 6 prior to each scheduled payroll date. ACADEMY further agrees to pay AccessPoint within ten business days upon receipt of a properly documented invoice for costs incurred pursuant to Paragraph 7 of this Agreement, subject to ratification by the ACADEMY Board. If there is any disputed amount to an invoice, the non-disputed amount shall be ratified. If there is a disputed amount, whether ratified by the ACADEMY Board or not, the parties shall meet within fourteen (14) days to discuss and attempt to resolve the disputed amount prior to submitting the matter to arbitration as addressed in Paragraph 12. If for any reason not attributable to AccessPoint, payment is not made when due, ACADEMY agrees pay AccessPoint interest on the amount due at a rate of three (3) percent of the delinquent amount plus one and one-half percent (1.5%) of the delinquent amount per month for any period of delinquency over one month.

9. Academy Insurance Coverage: The Academy's insurance policies will be in compliance with the Michigan Universities Self Insurance Corporation (M.U.S.I.C.) requirements and in accordance with the limits required by the Contract and the Authorizer. The Academy will be the first named insured and CMU will also be named as an additional insured.

a) Vehicle Insurance. ACADEMY shall provide liability insurance for any Covered Employee of AccessPoint assigned to ACADEMY driving any vehicle while in the employment of AccessPoint for ACADEMY. The policy shall insure against bodily injury and property damage with a minimum combined single limit (CSL) of \$1,000,000. ACADEMY shall also provide personal injury protection coverage of \$1,000,000. ACADEMY shall name AccessPoint as an additional insured on these policies with thirty (30) days advance notice of cancellation or material change in such policies.

b) General Liability Insurance. ACADEMY shall maintain a comprehensive general liability insurance policy in the amount of \$1,000,000 (CSL) insuring ACADEMY against bodily injury and property damage liability caused by ACADEMY's premises operations or activities conducted off premises related to operation of ACADEMY. The policy shall include blanket contractual liability and personal injury coverage. ACADEMY shall name AccessPoint as a certificate holder on this policy with thirty (30) days advance written notice of cancellation or material change.

c) Professional Liability Insurance. ACADEMY shall provide professional liability insurance, including sexual abuse coverage, in the amount of \$1,000,000 naming AccessPoint as a certificate holder. ACADEMY shall maintain a Worker's Compensation policy with an "if only" provision.

d) AccessPoint Insurance Coverage. AccessPoint shall maintain such policies of insurance as required by the Contract and the Michigan Universities Self Insurance Corporation ("M.U.S.I.C."), including comprehensive general liability, errors & omissions, directors & officers, school leader's errors & omissions, auto liability and employment practices liability insurance policy, each of which will be not less than \$1,000,000 as well as any such insurance policy in the amount as required by the Charter Contract and M.U.S.I.C. In the event the Authorizer or M.U.S.I.C. requests any change in coverage by

AccessPoint, AccessPoint agrees to comply with any change in the type or amount of coverage, as requested, within 30 days after notice of the insurance coverage change. AccessPoint's insurance is separate from and in addition to the insurance the Academy Board is required to obtain under the Contract. The policies shall include blanket contractual liability, crime, and personal injury coverage. AccessPoint shall name ACADEMY as an additional insured on all requisite policies with thirty (30) days advance written notice of cancellation or material change.

10. Termination of Agreement.

a) If the Academy's Charter Contract issued by the Central Michigan University Board of Trustees is revoked, terminated or a new charter contract is not issued to the Academy after expiration of the Academy's Contract, this Agreement shall automatically terminate on the same date as the Academy's Contract is revoked, terminated or expires without further action of the parties. In the event that the Academy is required (i) to close an Academy site pursuant to a notice issued by the State School Reform/Redesign Officer under Section 507, 528, 561 of the Code, MCL 380.507, 380.528, 380.561; or (ii) to undergo a reconstitution pursuant to Section 507, 528, 561 of the Code, MCL 380.507, 380.528, 380.561, and the Contract Terms and Conditions, and such closure of an Academy site or reconstitution causes an amendment to or termination of this Agreement, the parties agree that this Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy, and AccessPoint shall have no recourse against the Academy or the University Board for implementing such site closure or reconstitution.

b) ACADEMY may terminate this Agreement prior to the end of the term specified in Paragraph 5 or in the event that AccessPoint shall fail to remedy a material breach within 60 days after notice from the Board, provided however that if the nature of the breach is such that the cure cannot be reasonably accomplished within 60 days, then the cure period should be extended, so long as AccessPoint proceeds to cure with reasonable dispatch. Material breach includes, but is not limited to: (1) AccessPoint's failure to account for its expenditures or to pay ACADEMY operating costs as specifically noted in this agreement (provided funds are available to do so), (2) failure of AccessPoint to follow mission, policies, procedures, rules, regulations or curriculum duly adopted by the ACADEMY Board and communicated to AccessPoint, provided that such mission, policies, procedures, rules, regulations or curriculum are not inconsistent with the Contract, as amended, this Agreement, or in violation of applicable law, (3) receipt by the Board of unsatisfactory reports from AccessPoint or from an educational consultant retained by the Board about matters concerning AccessPoint's performance or the performance of the staff which are not reasonably corrected or explained; or (4) AccessPoint's failure to abide by all applicable laws in its administration of this Agreement (5) failure by AccessPoint to hire, retain, or terminate employees consistent with the Board's reasonable expectations, policies, procedures, rules, regulations, mission or curriculum; (6) Any action or inaction by AccessPoint that is not cured within 60 days of notice thereof which causes the Academy's contract with the authorizer to be revoked, terminated, suspended or which causes that contract to be put in jeopardy of revocation, termination or suspension by the authorizer is a material breach.

c) Any action or inaction by AccessPoint that is not cured within 60 days of notice thereof which causes the Charter Contract to be revoked, terminated, suspended or which causes the Charter Contract to be put in jeopardy of revocation, termination or suspension by Central Michigan University is a material breach.

d) In the event ACADEMY terminates this Agreement pursuant to this Paragraph, ACADEMY shall pay all charges due under this Agreement through the last date of services provided by AccessPoint.

e) Both parties agree to make all efforts necessary to attempt to remedy a breach of the Agreement. If a breach cannot be remedied, the parties agree to work cooperatively to transition management and operations of the Academy with minimal disruptions to the school's operations.

f) Upon termination or expiration of the Agreement, or if the Agreement is terminated due to a Contract revocation, reconstitution, termination or non-renewal, AccessPoint shall, without additional charge: (i) close the financial records on the then-current school fiscal year which includes, but is not limited to, the completion and submission of the annual financial audit, state and federal grant reporting and all other associated reporting within required timelines established by the appropriate local, state or federal authority; (ii) organize and prepare student records for transition to the new ESP, self-management or in the case of a school closure, transfer to a student's new school as designated by the student's parent / legal guardian or to a person or entity authorized to hold such records; (iii) provide for the orderly transition of employee compensation and benefits to the new ESP or self-management without disruption to staffing, or in the case of school closure, final payment of all employee compensation, benefit and tax obligations related to services provided by the ESP to the Academy; (iv) organize and prepare the Academy's records, both electronic and hard-copy, for transition to the new ESP, self-management or dissolution; and (v) provide for the orderly transition to the new ESP, self-management or dissolution of all Academy-owned assets including, but not limited to, furniture, fixtures, equipment and real estate. This includes any keys, log-in information and passwords related to any Academy asset.

11. Indemnification.

a) AccessPoint. AccessPoint shall indemnify and hold ACADEMY, including its officers, directors, and agents, harmless from any and all claims, including employment related claims by AccessPoint Covered Employees or applicants, administrative determinations, judgments, damages, reimbursements, back pay, penalties, fines, costs or loss, demands, suits, including reasonable attorney's fees or other forms of liability that may arise out of, or by reason of, any noncompliance by AccessPoint with any agreements, covenants, warranties, or undertakings of AccessPoint contained in or made pursuant to this Agreement and any misrepresentation or breach of the representations and warranties of AccessPoint contained in or made pursuant to this Agreement or for wrongful or negligent acts. In addition, AccessPoint shall reimburse ACADEMY for any and all legal expenses and costs associated with the defense of any such claim, demand or suit. This indemnification shall include all wrongful or negligent acts of AccessPoint or any failure on AccessPoint's part to perform any of its duties during the term of this Agreement, including violations of federal, state and local laws and regulations. AccessPoint shall not be responsible to indemnify ACADEMY for the acts or omissions of an unlicensed individual that occur when that individual is not under the supervision of a Covered Employee. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts acceptable to ACADEMY and shall be not less than \$1,000,000 per occurrence.

b) ACADEMY. ACADEMY shall, to the extent permitted by law, indemnify and hold AccessPoint, including its officers, directors and agents harmless from all wrongful or negligent acts committed by ACADEMY or any Covered Employees acting under the direction or supervision of the ACADEMY Board. This includes violations of federal, state or local laws and regulations. ACADEMY shall indemnify AccessPoint against any claims, administrative determinations, judgments, damages, reimbursement,

back pay, penalties, fines, costs or loss, including reasonable attorney fees resulting from such wrongful or negligent acts. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts acceptable to AccessPoint and shall be not less than \$1,000,000 per occurrence.

c) Indemnification of Central Michigan University. The parties acknowledge and agree that Central Michigan University, its Board of Trustees, and its members, officers, employees, agents or representatives (collectively "University") are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, AccessPoint hereby promises to indemnify, defend and hold harmless the University from and against all demands, claims, actions, suits, causes of action, losses, judgments, liabilities, damages, fines, penalties, demands, forfeitures, or any other liabilities or losses of any kind whatsoever, including costs and expenses (not limited to reasonable attorney fees, expert and other professional fees), of settlement and prosecution imposed upon or incurred by the University, and not caused by the sole negligence of the University, which arise out of or are in any manner connected with the University Board's approval of the Academy's application, the University Board's consideration of or issuance of a Contract, AccessPoint's preparation for or operation of the Academy, or which are incurred as a result of the reliance by the University upon information supplied by AccessPoint, or which arise out of the AccessPoint's failure to comply with the Contract or applicable law. The parties expressly acknowledge and agree that the University may commence legal action against AccessPoint to enforce its rights as set forth in this section of the Agreement.

12. Arbitration. In the event of a dispute regarding a breach, alleged breach, validity or interpretation of any provision of this Agreement, both ACADEMY and AccessPoint agree to submit such disputes, except as either party may be seeking injunctive relief, to final and binding arbitration as the sole and exclusive remedy for such disputes. Said disputes shall be submitted to the Michigan Mediation and Arbitration Services ("MMAS") and governed by the Michigan Court Rules and Michigan Arbitration Act.

The arbitration hearing will be held in Oakland County and will be the exclusive remedy for resolving the disagreement. Either party may file for arbitration but must do so with MMAS within ninety (90) calendar days of the event precipitating the disagreement, or within 90 days the party reasonably discovers the precipitating event or within the applicable statute of limitations, whichever is sooner.

If arbitration is requested by either ACADEMY or AccessPoint, the parties shall be entitled to be represented by attorneys and/or counsel of their choice. The parties shall equally split the filing fee, and any administrative fees or costs assessed by MMAS, regardless of who requests the arbitration. The parties will split the arbitrator's compensation, and each party will pay its own costs and attorney fees in connection with the arbitration, except as those costs and fees may be reallocated by the arbitrator in the award of damages in accordance with this Agreement or the relevant state or federal statute.

If arbitration is requested, the arbitrator shall allow both parties the right to conduct limited and reasonable discovery, which may include depositions, and for a period of time necessary for the parties to reasonably prepare for the arbitration hearing. The arbitrator is authorized to issue subpoenas to summon witnesses.

The arbitrator may award any and all remedies allowable by the cause of action pled in the request for arbitration, including but not limited to equitable relief and money damages. The arbitrator shall issue a written decision (a cause opinion), containing his/her findings of fact and conclusions of law. The arbitrator's award will be final and binding on both parties, and may be enforced in a court of

competent jurisdiction. The Authorizer shall be notified of the arbitrator's decision, and upon the Authorizer's request, the written decision shall be made available to the Authorizer.

13. Entire Agreement. This document, being executed in multiple and identical counterparts all of which shall constitute part of the Agreement, contain the entire Agreement between the parties with regard to the subject matter of this Agreement. All previous negotiations, statements and preliminary instruments of the parties and their respective representatives are merged into this Agreement. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by the authorized representative of each party and done in a manner consistent with CMU's Educational Service Provider Policies ("ESP Policies"). The conditions of this Agreement extend to and bind the subsidiaries, successors and assigns of each party.

14. Notices. All notices required or permitted by this Agreement shall be in writing and delivered personally or by first class mail, postage prepaid to the address of each party at the addresses listed above.

If one of the parties to this Agreement changes his/her or its address, they shall within thirty (30) days notify the other party, in writing, of the new address. Notice shall be deemed received on the date it is delivered or mailed.

15. Responsibility for Performance of Agreement. Each party, their successors and assigns shall be jointly and severally responsible for the performance of their obligations under this Agreement.

16. Severability and Validity. The invalidity or unenforceability of any provision or part of this Agreement shall not affect the validity or enforceability of any other provision or part of this Agreement.

17. Contract Interpretation. The Parties acknowledge that this Agreement and the language contained in this Agreement are the result of negotiations between the parties and no part of this Agreement shall be construed against either party by virtue of authorship.

18. Third-Party Rights. This Agreement is intended solely for the benefit of AccessPoint, the ACADEMY, and the University and it shall not be construed to create any benefits for or rights in any other person or entity, including Covered Employees, patients, or their representatives.

19. Waiver of Breach. The waiver by one party to this Agreement of a breach of this Agreement by the other party shall not operate as or be construed as a waiver of any subsequent breach or breaches by the other party.

20. Caption Headings. The captions headings for each provision of this Agreement are not part of this Agreement nor shall they be used to construe the provision more broadly or narrowly than the text would indicate.

21. Necessary Documents. The parties shall execute all necessary documents required to carry out the terms and intent of this Agreement.

22. Governing Law. The Agreement shall be construed under the law of the State of Michigan.

23. Counterparts. This Agreement may be executed in identical counterparts, each of which shall be deemed an original.

24. Assignment. The Agreement may not be assigned by either party without the written consent of the other party, prior notification to the Authorizer, and prior approval of the ACADEMY Board, except that AccessPoint may assign its rights and duties to a subsidiary within the AccessPoint organization upon 60 days' written notice to the Authorizer and ACADEMY Board and provided the ACADEMY Board approves said assignment and that any assignment is done in a manner consistent with CMU's ESP Policies. Additionally, any assignable party shall be considered an "Educational Service Provider" under the Contract and CMU's ESP Policies. As such, any assignable party shall follow the requirements set forth in the Contract and CMU's ESP Policies.

25. ACADEMY Board's Constitutional Duty. No provision of this Agreement shall or is intended to interfere with the ACADEMY Board's duty to exercise its statutory, contractual and fiduciary responsibilities governing the operation of ACADEMY as provided under Michigan law. This Agreement does not prohibit the ACADEMY Board from acting as an independent, self-governing public body, or allow public decisions to be made other than in compliance with the Open Meetings Act.

26. Governmental Immunity. No provision of this Agreement is intended to restrict the ACADEMY Board from waiving or requiring it to assert its governmental immunity. Nothing in this paragraph shall prohibit AccessPoint from asserting any defense that may be available to it under this Agreement or under Michigan law.

27. Financial, Educational, and Student Records. Financial, educational, and student records pertaining to ACADEMY are ACADEMY property, and such records may be subject to the provisions of the Michigan Freedom of Information Act. All ACADEMY records shall be physically or electronically available, upon request, at ACADEMY's physical facilities and shall be kept in accordance with applicable state and federal requirements. Except as permitted under applicable law, AccessPoint shall not restrict the Authorizer's, the public's, or the independent auditor's access to ACADEMY's records consistent with applicable statutes.

Except as permitted under the Code, AccessPoint shall not sell or otherwise provide to a for-profit business entity any personally identifiable information that is part of an Academy student's education records. If AccessPoint receives information that is part of an Academy student's education records, AccessPoint shall not sell or otherwise provide the information to any other person except as permitted under the Code. For the purposes of this provision, the terms "education records" and "personally identifiable information" shall have the same meaning as those term in section 1136 of the Code. MCL 380.1136.

28. Independent Auditor and Legal Counsel. AccessPoint shall not select or designate the independent auditor, accounting firm or legal counsel for ACADEMY. All finance and other records of AccessPoint relating to ACADEMY will be made available to the ACADEMY, the ACADEMY's independent auditor and the Authorizer upon request.

29. Procurement of Equipment, Materials, and Supplies. If AccessPoint procures equipment, materials, and supplies at the request of or on behalf of ACADEMY, AccessPoint shall not include any added fees or charges with the cost of the equipment, materials, and supplies purchased from third parties. Any equipment, materials, or supplies purchased by AccessPoint on behalf of or as the agent of ACADEMY are the property of ACADEMY. When making a purchase on behalf of or as agent of ACADEMY, AccessPoint shall comply with the Code (including, but not limited to, Sections 1267 and 1274 of the Code, MCL 380.1267 and MCL 380.1274), as if ACADEMY were making a purchase directly from a third party.

30. ACADEMY Proprietary Rights. ACADEMY owns all proprietary rights to curriculum or educational materials that:

- a) are both directly developed and paid for by ACADEMY; or
- b) were developed by AccessPoint at the direction of the ACADEMY Board with ACADEMY funds.

All educational materials and teaching techniques used by ACADEMY are subject to disclosure under the Revised School Code and the Freedom of Information Act.

31. AccessPoint Proprietary Rights. AccessPoint owns all proprietary rights over curriculum, educational or ACADEMY management materials:

- a) previously developed or copyrighted by AccessPoint or
- b) curriculum, educational or ACADEMY management materials that are specifically developed by unreimbursed AccessPoint funds for ACADEMY or
- c) materials that are not otherwise dedicated for the specific purpose of developing ACADEMY curriculum, educational or ACADEMY management materials.

All educational materials and teaching techniques used by ACADEMY are subject to disclosure under the Code and the Freedom of Information Act.

32. Employment Liability. AccessPoint is the employer of record for employee compensation, collection of payroll taxes and withholdings, worker's compensation and unemployment liability and payment of benefits, all of which are set forth in this Agreement. AccessPoint accepts full liability and is responsible for paying all salaries, benefits, payroll taxes, workers compensation, unemployment compensation and liability insurance for its employees leased to the Academy or working on Academy operations irrespective of whether AccessPoint receives an advancement of its costs or the payment of services from the Academy. However, failure by the Academy to pay its costs or payment of services to AccessPoint shall be deemed a breach of this Agreement by the Academy and a basis for AccessPoint to terminate this Agreement.

33. Marketing and Development. Should AccessPoint provide marketing and development services to ACADEMY, the cost paid by or charged to ACADEMY shall be limited to those costs specific to the ACADEMY program and shall not include any costs for the marketing and development of AccessPoint.

34. Compliance with Authorizer's Contract. AccessPoint agrees to perform its duties and responsibilities under this ESP Agreement in a manner that is consistent with the Academy's obligations under the Academy's Charter Contract issued by the Central Michigan University Board of Trustees. The provisions of the Academy's Charter Contract shall supersede any competing or conflicting provisions contained in this ESP Agreement. Any additional costs of compliance because of changes mandated by the Authorizer will be borne by ACADEMY and subject to AccessPoint's ability to perform. If the additional costs are deemed excessive by the ACADEMY Board and the matter cannot be resolved, it may opt out of this Agreement by giving 90 days written notice.

35. DATA SECURITY. AccessPoint shall not disclose Academy education records or other information not suitable for public release. Academy shall not disclose AccessPoint's employee information, including but not limited to personally identifiable information (PII) and other records not suitable for public release. Both parties shall implement and maintain safeguards necessary to ensure the confidentiality,

availability and integrity of education records, employee information, PII and other records not suitable for public release. Both parties shall only use, store, disclose or access education records, PII, and other information not suitable for public release to the extent needed to provide or receive services pursuant to this Agreement and in full compliance with any and all applicable laws and regulations.

If either party becomes aware that data has been accessed, disclosed or acquired without proper authorization and contrary to the terms of this Agreement, prompt notice shall be given to the other party. Both parties shall work together to take such actions to preserve forensic evidence, eliminate the cause of the Data Breach, and provide notice as may be required by law.

This Agreement is executed as of the date first written above.

Walden Green Montessori

By: Rebecca A. Andree

Print Name: Rebecca Andree

Its: President

Dated: 9-17-18

Advance Educational Services, Inc., dba
AccessPoint Educational, HR

By: Burtine S. Schultz

Print Name: Burtine S. Schultz

Its: PRESIDENT - SUPERVISOR

Dated: 9/17/18

Exhibit A

Workforce Positions at Academy

Excluded Work Force Positions

- Superintendent

List of Covered Employee Positions at Academy

- Teachers

Exhibit B

Administrative Services Addendum

A Client Service Agreement ("Agreement") was entered into between Advance Educational Services, Inc., dba AccessPoint Educational HR (hereinafter "Access Point") and Walden Green Montessori (hereinafter "Academy") effective July 1, 2018. It is the intent of the parties that AccessPoint provide administrative accounting services to the Academy. Therefore the Agreement is amended to add the following terms and conditions:

1. Access Point's Duties.

a. Maintenance and operation of an accounting system and files for funds utilized by the Academy as required by the Michigan School Accounting Manual.

Access Point will maintain systems per the above parameters using an accounting system called Microsoft GP Dynamics. This system is widely used by businesses both large and small throughout the US and Internationally. Access Point will combine this system with a series of customized reports that conform to both Authorizer and State of Michigan requirements for charter schools.

b. Preparation of an annual operating budget and budget amendments as necessary.

Pursuant to the Uniform Budget and Accounting Act, MCL 141.422b, the Academy Board is responsible for designating the Chief Administrative Officer ("CAO") of the Academy. If the Academy employs a superintendent or a person having general administrative control, then the Academy Board may designate that employee as the CAO of the Academy. If the Academy does not employ a superintendent or person having general administrative control, then the Academy Board shall designate an Academy Board member as the CAO of the Academy. Neither AccessPoint nor any AccessPoint owner, officer director or employee shall be designated as the CAO of the Academy but an AccessPoint employee may assist the CAO in carrying out their duties.

Access Point will assist the school management in the preparation of and distribution of the working documents used to report the Schools financial performance to be suitable for the tracking of an initial budget and ongoing amendments as necessary. On an annual basis, AccessPoint shall provide the Academy Board all of the same information that a school district is required to disclose under section 18(2) of the State School Aid Act, MCL 388.1618(2), for the most recent school fiscal year in which the information is available. Within thirty (30) days of receiving the information under section 18(2), the Academy Board shall make this information publicly available on its website, in a form and manner prescribed by the Michigan Department of Education. AccessPoint shall be responsible to provide only the items AccessPoint is responsible for in conjunction with its scope of services in this Agreement.

c. Posting of all financial transactions and maintenance of the general ledger including the following functions:

- i. Prepare accounts payable at least twice each month per invoices vouched and approved by Academy.
- ii. Prepare a fiscal year to date budget report showing annual budget, expenditures, and purchase orders received by account number and remaining balance of budget.
- iii. 1099 preparation
- iv. FID preparation and electronic upload.
- v. Preparation for audit and interface with auditors as appropriate.
- vi. Quarterly financial statements, bank reconciliation and quarterly reports to Central Michigan University The Governor John Engler Center for Charter Schools (the "Center"), according to the Center's approved format.
- vii. General assistance with budget forecasting and other services as mutually agreed.
- viii. Monthly financial statements will be provided no more than forty-five days in arrears at least one week prior to each ACADEMY Board meeting to allow time for all Board members to review the information prior to the meeting. These financial statements shall include: a balance sheet, a statement of revenues, expenditures and changes in the fund balance at object level, details with a comparison of budget-to-actual variances, and cash flow statement.
- ix. Annual services in excess of 200 hours subject to charges per Exhibit 2. Additional services requested by Board or to provided and billed as outlined in Exhibit 2.

The outline of the services listed in 1.c is detailed in the attachment "Exhibit 1".

- d. AccessPoint shall prepare year-to-date fund general ledgers and trial balances at year end in preparation for the annual audit.
- e. The books and accounting records, file documents, etc. must remain on site at the Academy.
- f. From time to time, the Academy may desire to employ Access Point to perform other services not referenced in this agreement. Arrangements for such services will be made by separate contract or addendum.
- g. All documents prepared for or on behalf of the Board or its agents will remain confidential and shall not be shared by Access Point with any outside individual(s) or entity, except for the Board auditor, Board attorney, Board members or administrative staff assigned to the Academy, without specific written approval of the Board President or his/her designee.
- h. No provision of the Agreement or the Administrative Services Addendum shall limit the Academy Board treasurer's legal obligation to direct that the deposit of all funds received by the Academy be placed in the Academy's depository account as required by law. The signatories on the Academy Board accounts shall remain solely Academy Board members or properly designated Academy Board employee(s). Interest income earned on Academy accounts shall accrue to the Academy.

2. Academy's Duties.

- a. On a weekly basis, the Academy will send approved and coded bills to Access Point for payment.
- b. On a monthly basis, the Academy will send copies of all deposits made during the month and any bank statements to Access Point.

- c. It is the duty of the Academy to insure that the information sent to Access Point is accurate. The Academy agrees that Access Point cannot be held responsible for any errors in the reports or work provided to the Academy, if it is based on errors in the information provided by the Academy.
- d. Make a good faith effort to provide the necessary information to Access Point for the preparation of the reports contemplated by this Agreement by the date Access Point requests.

3. Fee

The fee for services provided is \$1,430.00 per month.

4. Independent Contractor Status

Access Point agrees to employ and compensate its own staff; trained, directly employed and supervised by Access Point. Access Point agrees that its employees will be properly qualified and will use reasonable care in performing their duties. All state and federal law requirements for employees shall be complied with. Access Point shall have no right or responsibility to bind the Academy contractually or financially in any way and Access Point does not act as an agent for the Academy. Access Point will not have access or authority to expend funds on behalf of the Academy and shall be limited in its authority to prepare disbursements and reports based on the approved information provided by the authorized designated personnel of the Academy or designated agents of the Academy. Both parties acknowledge that Access Point is not serving as a fiduciary for the Academy.

This Addendum to the Agreement is effective as of the date first written above.

Walden Green Montessori

By: Rebecca S. Andree

Print Name: Rebecca S Andree

Its: President

Dated: 9-17-18

Advance Educational Services, Inc., dba
AccessPoint Educational, HR

By: Bernice L. Schaefer

Print Name: Bernice L Schaefer

Its: PRESIDENT - SIGNATURE

Dated: 9/17/18

Exhibit 1

Bookkeeping Services:

- Vendor set-up and maintenance
- Accounts Payable invoice entry and check preparation
- Provide Accounts Payable aging and cash balance reports
- 1099 preparation

Accounting Services:

- Set-up and maintenance of the general ledger
- Creation, deletion and modification of accounts
- Posting general journal entries
- Posting payroll entries
- Reconciling bank statements
- Posting Cash Receipts
- Posting accrual entries
- Preparing monthly and quarterly financial statements (Balance Sheet, Statement of Revenue and Expenditures by fund, Cash Flow/Forecast, Financial Statements by Grant)
- Provide YTD numbers to assist in budget preparation
- Provide working documents to assist in budget preparation
- Audit prep work
- FID preparation and upload
- Interface with IT contractors

Executive Services:

- Executive level assistance with policy creation, consulting, etc.

Exhibit 2

Bookkeeping Services (billed at \$45/hour):

- All other general bookkeeping services

Accounting Services (billed at \$65/hour):

- Interface with IT contractors
- All other general accounting services

Executive Services (billed at \$85/hour):

- Executive level assistance with policy creation, consulting, etc.

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	6-1
----------------------------------	-----

a. 17339 Roosevelt Rd.

Main Facility

Site Plan	6-4
Floor Plans	6-5
Bond Purchase Agreement.....	6-9
Mortgage	6-32
Certificates of Use and Occupancy	6-46

Modular Unit

Floor Plan.....	6-48
Amendment to Lease Agreement (2021).....	6-49
Amendment to Lease Agreement (2019).....	6-50
Master Lease Agreement	6-51
Certificate of Use and Occupancy	6-53

Outdoor Pavilion

Floor Plan.....	6-54
Certificate of Use and Occupancy	6-55

b. 17520 Ridge Ave.

Site Plan	6-56
Floor Plan.....	6-57
Lease Extension Documentation.....	6-58
Lease	6-59
Occupancy Permit.....	6-64

1. Applicable Law requires that a public school academy application and contract must contain a description of and the address for the proposed physical plant in which the public school academy will be located. See MCL 380.502(3)(i) and 380.503(6)(f);

2. The address and a description of the site and physical plant (the “Site”) of Walden Green Montessori (the "Academy") is as follows:

a. 17339 Roosevelt Rd.

Address: 17339 Roosevelt Rd.
Ferrysburg, MI 49409

Description: The facility is located on a 4.36 acre Site and contains 15,895 square feet. The mailing address of the Academy is 17339 Roosevelt Rd., Spring Lake, MI 49456. The facility was constructed using “green building” practices, which increase the efficiency of energy, water and materials and reduce building impacts on human health and the environment through the design, construction, operation and maintenance of the facility. The main level contains four classrooms, a resource room, a vestibule, offices, a teacher workroom/kitchen, reception area, commons area, special services area, quiet rooms, a mudroom and laundry, two large restrooms, two additional smaller restrooms and custodial and storage areas. The lower level houses four classrooms, two quiet rooms, two restrooms and custodial and storage rooms. The Site also includes a 1,536 square foot modular unit, which includes two classrooms, and a three sided outdoor shelter with a concrete floor, metal roof and metal wall panels.

Configuration of Grade Levels: Kindergarten through Eighth Grade.

Term of Use: Term of Contract.

Name of School District and Intermediate School District:

Local: Grand Haven Area Public Schools
ISD: Ottawa Area

b. 17520 Ridge Ave.

Address: 17520 Ridge Ave.
Ferrysburg, MI 49409

Description: This Site is located across the street from the Academy’s main Site. The Academy leases space within the facility, which is the former Ferry North Elementary School. Total square footage of the facility is approximately 35,000; however, the Academy leases approximately 5,800 square feet, which includes one classroom and the gymnasium. The Academy also has access to two restrooms, which are located next to the leased classroom.

The Administrative Rules for New and Existing School, College, and University Fire Safety promulgated by the State of Michigan Department of Licensing and Regulatory Affairs' Bureau of Fire Services defines a school as

“...a building or part of a building that is owned or leased by, or under the control of, a public or private school or school system for the purpose of instruction as required by section 1561 of 1976 PA451, MCL 380.1561 that is occupied by 6 or more students, and is used 4 or more hours per day or more than 12 hours per week.”

The Academy will occupy the space three days per week for no more than three hours each day and no more than nine hours each week.

Configuration of Grade Levels: Music and Physical Education use only.

Term of Use: Term of Contract.

Name of School District and Intermediate School District:

Local: Grand Haven Area Public Schools
ISD: Ottawa Area

3. It is acknowledged and agreed that the information identified below, about this Site, is provided on the following pages, or must be provided to the satisfaction of the University Board or its designee, 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 school. In cases of disagreement, the Academy may not begin operations without the consent of the University Board or its designee.

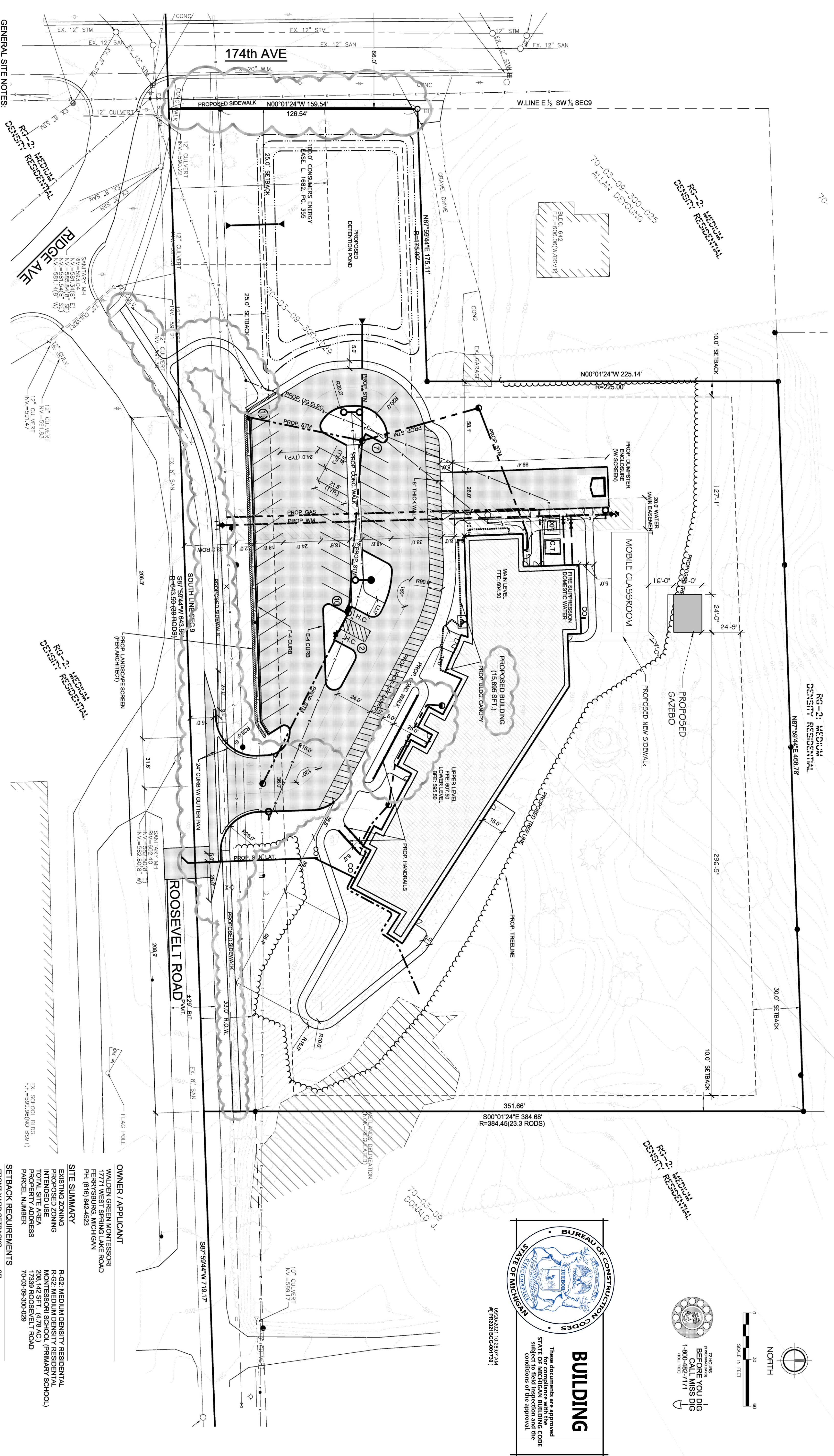
5. If the Site described above is not used as the physical facilities for the Academy, then Schedule 6 of this Contract between the Academy and the University Board must be amended pursuant to Article IX of the Terms and Conditions of Contract, to designate, describe, and agree upon the Academy's physical 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 Board or its designee, and the amendment regarding the new site has been executed.

6. 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.

Walden Green Montessori

17339 Roosevelt Rd.



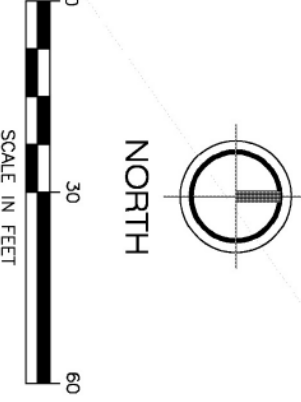
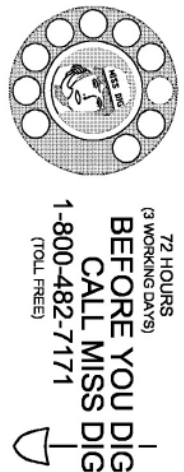
GENERAL SITE NOTES:

1. Utilities shown (if any) are approximate locations from actual measurements or available records. This map is not to be interpreted as showing exact locations or showing all utilities in the area.
2. Note to Contractors: Three working days before you dig, call Miss Dig at 1-800-482-7171.
3. Contour interval = 1 Foot.
4. For Benchmarks, See Sheet C1.0.
5. Contractor shall notify Flies & VandenBrink 2-working days prior to needed staking or testing services.
6. Dimensions are to back of curb (typical).
7. Layout of paving is to the centerline or to edge of paving. New gravel base is to be extended 12" past edge of paving. Refer to details for specific pavement cross sections.
8. Barrier-free parking spaces are 8' wide and marked with approved pavement symbol. A 8' wide striped square shall be used to separate 2 barrier-free spaces as indicated on the plan. Mark parking spaces with 4' wide blue parking lot paint and signs per MMU/CDD. Contractor shall construct all handicap ramps and sidewalk ramps to meet current A.D.A. standards.
9. Contractor shall adhere to specifications, Local, State and Federal Laws and Regulations. All Codes and Regulations shall govern.
10. Refer to the Architectural plans for exact building sizes and details. Building to be sited from Foundation Plan provided by the Architect.

PAVEMENT LEGEND

- BITUMINOUS
- CONCRETE

11. Contractor shall coordinate installation schedule with the utility providers.
12. Strip and stockpile good quality topsoil from all areas to be disturbed. Redistribute in 4" minimum layer on all areas to be seeded.
13. All walks and paths shall have a 1.5% cross slope unless otherwise noted on plan. Maximum cross slope of any walk or path shall be 2.0%.
14. Site lighting to be directed downward and shielded to prevent discharge onto adjacent sites. See electrical site plan for the site lighting and pole base details.
15. Bidder shall carefully study all reports of subsurface conditions at or contiguous to the Site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site.
- (2) Reports and drawings of a Hazardous Environmental Condition, if any, at the Site.
16. Bidder shall give ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by ENGINEER shall be acceptable to Bidder.



BUILDING

These documents are approved for compliance with the STATE OF MICHIGAN BUILDING CODE subject to field inspection and the conditions of the approval.

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WIP
ARCHITECTS

3001 FULLER N.E., SUITE 1
GRAND RAPIDS, MI 49505
PHONE: (616) 917-1740
www.wiparch.com

ORION
CONSTRUCTION

32 MARKET AVE. S.W. SUITE 200
GRAND RAPIDS, MI 49503
PHONE: (616) 464-1740
www.orionbuilt.com

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Building For:

WALDEN GREEN
MONTESSORI

IS/UPD FOR	DATE	DESCRIPTION
DATE	06/16/21	PERMITS + COMST.
DATE	03/10/21	SITE PLAN

Revision Schedule	No.	Date	Description
	03.0	8-21	1

JEFFREY CLAPP
HARDWOOD
ARCHITECT
68761

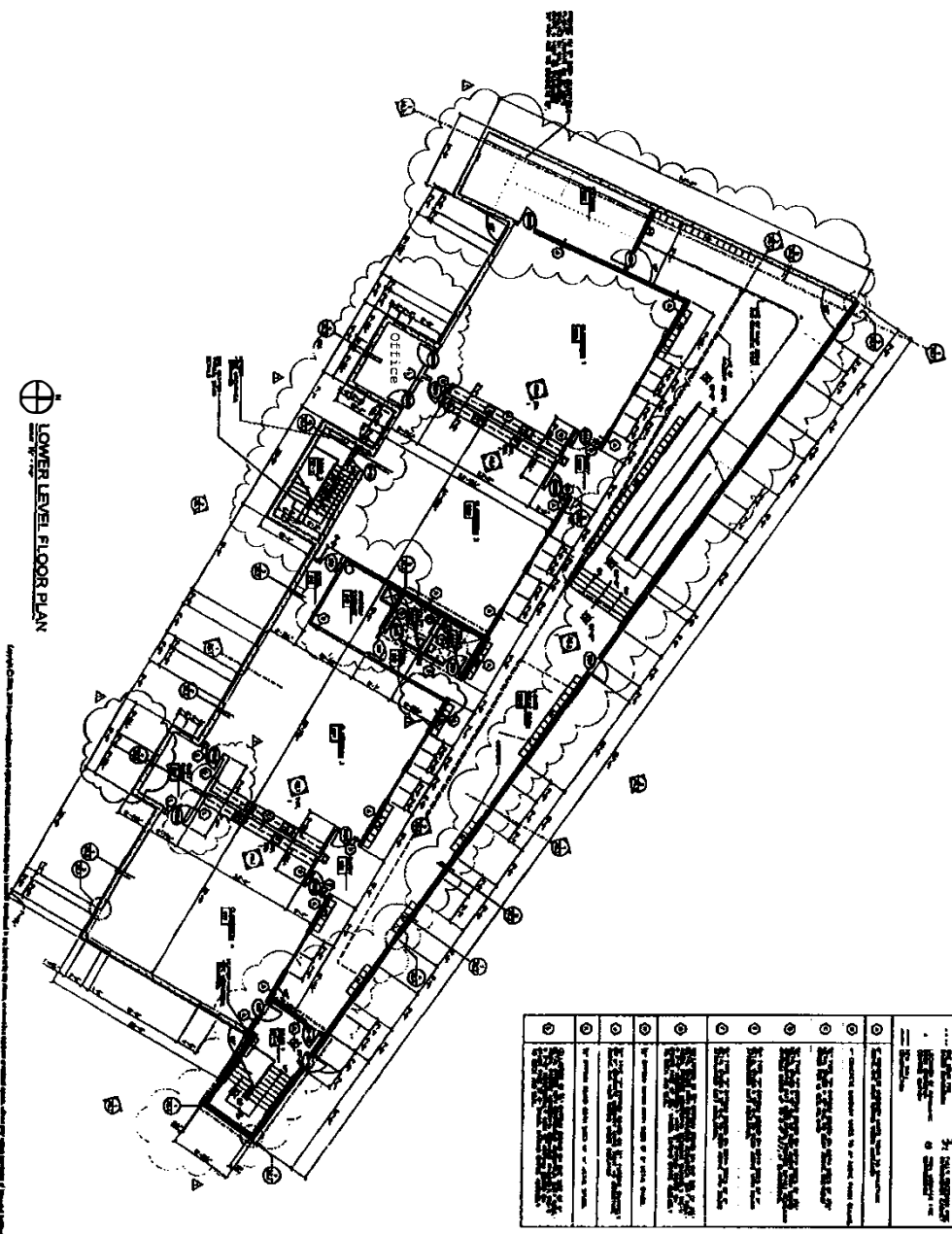
Drawn by: Author
Sited by: Author

SITE PLAN

SCALE: AS NOTED
Sheet No. C1.1

10/1/2007

10/1/2007



WALL TYPE SCHEDULE	
1	EXTERIOR WALL - 12" CMU WITH 1" POLYSTYRENE INSULATION AND 1/2" GYPSUM BOARD FINISH
2	INTERIOR WALL - 5/8" GYPSUM BOARD ON STUDS WITH 1/2" GYPSUM BOARD FINISH
3	CEILING - 5/8" GYPSUM BOARD ON JOISTS WITH 1/2" GYPSUM BOARD FINISH
4	FLOOR - 4" CONCRETE ON 12" CMU BLOCKS WITH 1/2" GYPSUM BOARD FINISH
5	ROOF - 4" CONCRETE ON 12" CMU BLOCKS WITH 1/2" GYPSUM BOARD FINISH
6	CLADDING - 1/2" ALUMINUM PANELS ON 12" CMU BLOCKS WITH 1/2" GYPSUM BOARD FINISH
7	GLASS - 1/2" ALUMINUM FRAME GLASS ON 12" CMU BLOCKS WITH 1/2" GYPSUM BOARD FINISH
8	DOOR - 1/2" ALUMINUM FRAME DOOR ON 12" CMU BLOCKS WITH 1/2" GYPSUM BOARD FINISH
9	WINDOOR - 1/2" ALUMINUM FRAME WINDOOR ON 12" CMU BLOCKS WITH 1/2" GYPSUM BOARD FINISH
10	STAIR - 1/2" ALUMINUM FRAME STAIR ON 12" CMU BLOCKS WITH 1/2" GYPSUM BOARD FINISH
11	ELEVATOR - 1/2" ALUMINUM FRAME ELEVATOR ON 12" CMU BLOCKS WITH 1/2" GYPSUM BOARD FINISH
12	MECHANICAL - 1/2" ALUMINUM FRAME MECHANICAL ON 12" CMU BLOCKS WITH 1/2" GYPSUM BOARD FINISH
13	ELECTRICAL - 1/2" ALUMINUM FRAME ELECTRICAL ON 12" CMU BLOCKS WITH 1/2" GYPSUM BOARD FINISH
14	PLUMBING - 1/2" ALUMINUM FRAME PLUMBING ON 12" CMU BLOCKS WITH 1/2" GYPSUM BOARD FINISH
15	HEATING - 1/2" ALUMINUM FRAME HEATING ON 12" CMU BLOCKS WITH 1/2" GYPSUM BOARD FINISH
16	Cooling - 1/2" ALUMINUM FRAME COOLING ON 12" CMU BLOCKS WITH 1/2" GYPSUM BOARD FINISH
17	Lighting - 1/2" ALUMINUM FRAME LIGHTING ON 12" CMU BLOCKS WITH 1/2" GYPSUM BOARD FINISH
18	Acoustics - 1/2" ALUMINUM FRAME ACOUSTICS ON 12" CMU BLOCKS WITH 1/2" GYPSUM BOARD FINISH
19	Security - 1/2" ALUMINUM FRAME SECURITY ON 12" CMU BLOCKS WITH 1/2" GYPSUM BOARD FINISH
20	Other - 1/2" ALUMINUM FRAME OTHER ON 12" CMU BLOCKS WITH 1/2" GYPSUM BOARD FINISH

A1.0

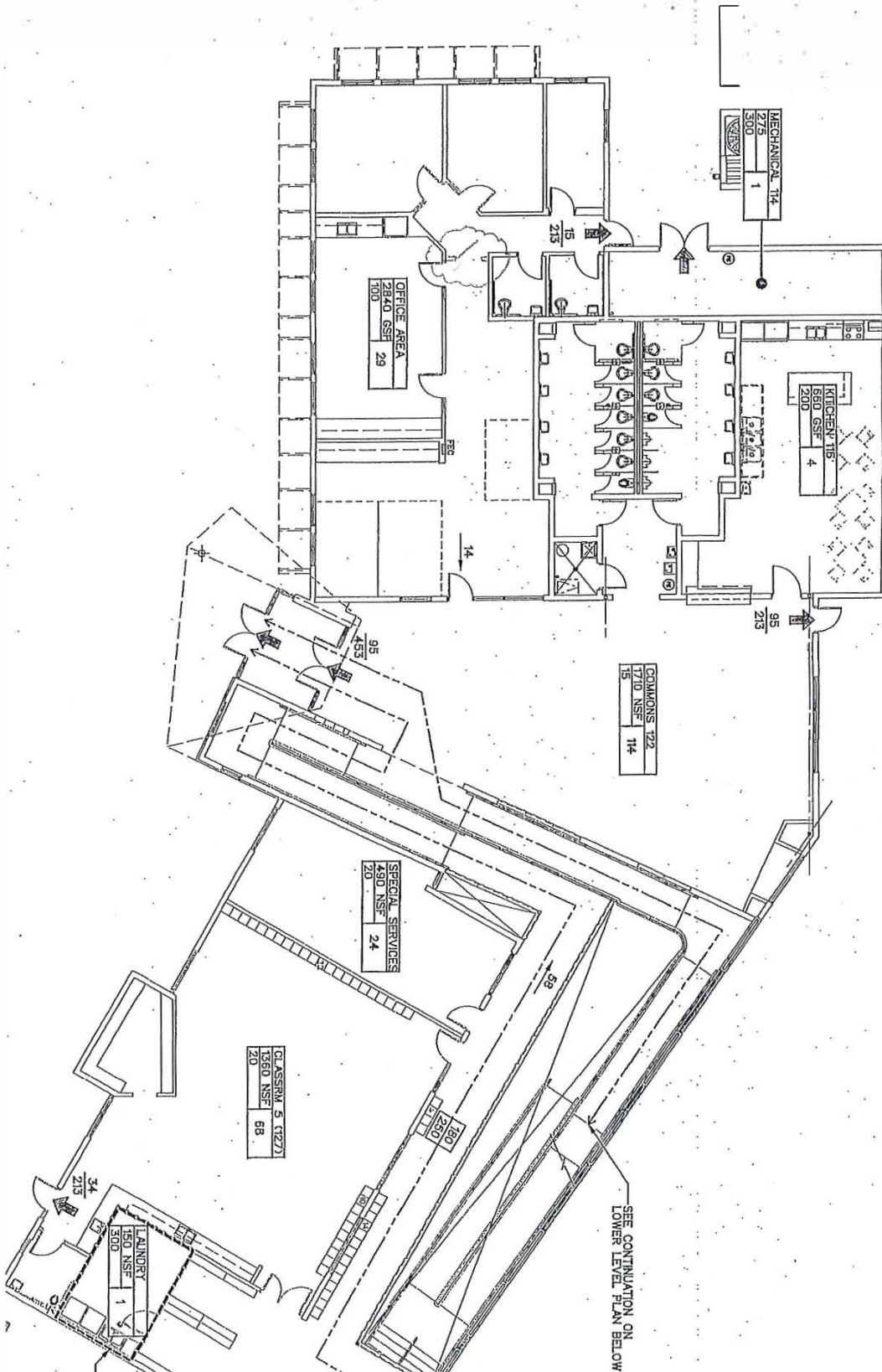
LOWER LEVEL FLOOR PLAN

WALDEN GREEN MONTESSORI SCHOOL	
1	10/1/2007
2	10/1/2007
3	10/1/2007
4	10/1/2007
5	10/1/2007
6	10/1/2007
7	10/1/2007
8	10/1/2007
9	10/1/2007
10	10/1/2007
11	10/1/2007
12	10/1/2007
13	10/1/2007
14	10/1/2007
15	10/1/2007
16	10/1/2007
17	10/1/2007
18	10/1/2007
19	10/1/2007
20	10/1/2007

Integrated Architecture
1000 Lake Street
Suite 100
Oakland, CA 94612
Tel: 510.434.1111
Fax: 510.434.1112
www.integrated-arch.com







BOND PURCHASE AGREEMENT

By and Between

WALDEN GREEN MONTESSORI

and

HORIZON BANK

Relating to:

\$2,388,000.00

WALDEN GREEN MONTESSORI

**Public School Academy Refunding Bond, Series 2022
(General Obligation)**

Dated as of July 21, 2022

BOND PURCHASE AGREEMENT

THIS BOND PURCHASE AGREEMENT, dated as of July 21, 2022 (together with any amendments or supplements hereto, this "**Agreement**"), is made between **WALDEN GREEN MONTESSORI**, a Michigan public school academy located at 17339 Roosevelt Road, Spring Lake, MI 49456 (the "**School**") and **HORIZON BANK**, an Indiana Bank (the "**Lender**").

WHEREAS, Act 451 Public Acts of Michigan, 1976, as amended (the "**Revised School Code**"), authorize a public school academy to borrow money to issue its bonds to finance capital purchases and capital improvements and to issue refunding bonds to refinance prior obligations issued for such purposes, and such bonds shall be the full faith and credit obligation of the public charter school academy;

WHEREAS, the School proposes to issue and sell its Public School Academy Refunding Bond, Series 2022 in the original principal amount of \$2,388,000.00 (the "**Bond**") to be dated July 21, 2022, pursuant to a resolution adopted by the School's Board of Directors on June 27, 2022 (the "**Resolution**") in order to finance: (i) the current refunding of the Prior Obligations as defined in the Resolution; and (ii) the costs of issuing the Bonds;

WHEREAS, the School used the proceeds of the Prior Obligations to finance the acquisition, renovation, furnishing and equipping of its school facility located in Spring Lake, Michigan (the "**Facility**");

WHEREAS, pursuant to the Resolution, the School has irrevocably pledged its State School Aid funds to be received by the School ("**State Aid**") for repayment of the Bond and the School will authorize the direct intercept of State Aid payments allocated to the School pursuant to a State School Aid Payment Agreement and Direction, between the School and the Lender, as acknowledged by the Central Michigan University Board of Trustees (the "**Authorizing Body**"), dated as of the date of the Bond (the "**Payment Intercept Agreement**") which will provide for the intercept of the School's pledged State Aid to be sent directly to the Lender by the Authorizing Body for the payment of the principal of and the interest on the Bond on such dates and at such times provided in the Payment Intercept Agreement; and

WHEREAS, the School hereby offers to sell, and the Lender hereby offers to purchase the Bond in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and in order to induce the Lender to purchase the Bond, the School and the Lender hereby agree as follows:

ARTICLE I DEFINITIONS

SECTION 1.1 Certain Defined Terms. In addition to the terms defined in the Recitals and elsewhere in this Agreement, the following words and terms shall have the meanings set forth below:

"Act" means Act 451 Public Acts of Michigan, 1976, as amended.

"Affiliate" of a Person means any Person that now or in the future controls, is controlled by, or is under common control with, the Person. A Person controls a Person if the Person has, directly or indirectly, the power in direct or cause the direction of the management or policies of the Person.

"Authorizing Body" has the meaning set forth in the recitals hereto.

"Bond" has the meaning set forth in the recitals hereto.

"Bond Counsel" means Miller, Canfield, Paddock and Stone, P.L.C. (or any other nationally recognized bond counsel selected by the School).

"Bond Payment Date" means any date on which payments of principal and interest are due on the Bond. The Bond Payment Dates are set forth on **Exhibit A** to this Agreement.

"Bond Purchase Agreement" or **"Agreement"** means this Bond Purchase Agreement, as it may be amended from time to time.

"Business Day" means a day other than a Saturday, Sunday or any other day on which banks in the State of Michigan are authorized to be closed.

"Capitalized Lease Obligation" means any obligation of the School to pay future rentals under a lease which, in accordance with GAAP, is required to be shown as a liability on a balance sheet of the School.

"Claim" means any claim, counterclaim, cross-claim, or third-party claim.

"Closing Date" means July 21, 2022 or such other date as the Lender and the School shall agree upon.

"Code" means the Internal Revenue Code of 1986, as amended from time to time and any successor provision, act or statute, and the regulations from time to time promulgated or proposed thereunder.

"Collateral" means any properties or assets of the School or any other Person, in or upon which Lender at any time holds a security interest, mortgage or other lien to secure any Lender Indebtedness.

"Event of Default" has the meaning specified in Section 6.1 of this Agreement.

"Executive Order" means Executive Order No. 13224, effective as of September 24, 2001, and relating to Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism (66 Fed. Reg. 49079 (2001)).

"Facility" has the meaning set forth in the recitals hereto.

"Foreign Assets Control Regulations" means the foreign assets control regulations of the United States Treasury Department (31 C.F.R., Subtitle B, Chapter V, as amended).

"Indebtedness" means at any time the sum of all of the following for the School: (a) obligations for borrowed money, including but not limited to the Lender Indebtedness, (b) obligations representing the deferred purchase price of property or services (other than accounts payable arising in the ordinary course of business payable on terms customary in the trade), (c) obligations, whether or not assumed, secured by liens or payable out of the proceeds or production from property now or hereafter owned or acquired, (d) obligations which are evidenced by notes, acceptances, or other instruments, (e) obligations with respect to letters of credit, whether drawn or undrawn, contingent or otherwise, (f) net market-to-market exposure under swaps and other financial contracts, (g) off-balance sheet liabilities, (h) Capitalized Lease Obligations, (i) indebtedness attributable to permitted securitization transactions, (j) any other obligation for borrowed money or other financial accommodation which in accordance with GAAP would be shown as a liability on a balance sheet, and (k) all contingent obligations with respect to any of the foregoing indebtedness of others.

"Lender Indebtedness" means, for purposes of this Agreement, the Bond and any other Indebtedness of the School owed to the Lender.

"OFAC" means the Office of Foreign Assets Control.

"Payment Intercept Agreement" has the meaning set forth in the recitals hereto.

"Person" means an individual, a corporation, a partnership, an association, a trust or any other entity or organization, including a government or political subdivision or any agency or instrumentality thereof.

"Prohibited Jurisdiction" means any country or jurisdiction that is the subject of a prohibition order (or any similar order or directive), sanctions, or restrictions promulgated or administered by any governmental authority of the United States of America.

"Prohibited Person" means any Person (1) who is subject to the provisions of the Executive Order, (2) who is owned or controlled by, or acting for or on behalf of, any Person who is subject to the provisions of the Executive Order, (3) with whom Lender is prohibited from dealing or otherwise engaging in any transaction by any requirement of law, including the Executive Order, (4) who commits, threatens, or conspires to commit or supports "terrorism" as defined in the Executive Order, (5) who is named as a "specially designated national and blocked person" on the most current list published by the OFAC at its official website,

<http://www.treasury.gov/ofac/downloads/t11isdn.pdf>, or at any replacement website or other replacement official publication of such list, or (6) who is an Affiliate of or affiliated with a Person listed above.

"Related Documents" means this Agreement, the Bond, the Resolution, the Payment Intercept Agreement, the Non-Arbitrage and Tax Compliance Certificate of the School, IRS Form 8038-G of the School and any documents related thereto.

"Resolution" has the meaning set forth in the recitals hereto.

"State" means the State of Michigan.

"Trading With the Enemy Act" means 50 U.S.C. App. 1 et seq.

"Unmatured Event of Default" means an event, condition or circumstance that with the lapse of time or the giving of notice to the School, or both, would be an Event of Default.

"USA PATRIOT Act" means the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (Public Law 107-56).

SECTION 1.2 Defined Terms in the Resolution. Capitalized terms used in this Bond Purchase Agreement and not otherwise defined herein are used as defined in the Resolution.

ARTICLE II PURCHASE OF BOND; BOND TERMS

SECTION 2.1 Agreement to Purchase. Upon the terms, subject to the conditions and relying upon the representations and warranties set forth in this Agreement and the Related Documents, the Lender agrees to purchase from the School, and the School agrees to sell to the Lender, the Bond at an aggregate purchase price of \$2,388,000.00. The Bond shall be dated as of the Closing Date. The Bond shall be issued and secured as provided in the Resolution. The Bond shall be in the principal amount of \$2,388,000.00 and shall mature on July 20, 2032 (the **"Maturity Date"**). The Bond shall bear interest at the rate of 4.25 % per annum, with interest calculated on the basis of 360-day year comprised of twelve 30-day months. Upon the occurrence of an Event of Default (taking into account any applicable notice or cure period), the School shall pay interest on the outstanding Bond at an interest rate equal to the interest rate which would otherwise be in effect plus an interest rate spread of 300 basis points (3.00%) (the **"Default Rate"**). In the event a determination of taxability shall occur, in addition to the amounts required to be paid with respect to the Bond, the School shall be obligated to pay to the Lender the positive difference, if any, between the amount of interest that would have been paid during the period of taxability if the Bond had borne interest at a taxable rate as determined by the Bank and the interest actually received by the Bank with respect to the Bond. The School shall make monthly payments of principal of and/or interest on the Bond in the amounts and on the dates set forth in **Exhibit A** hereto. If any regularly scheduled, monthly payment of principal or interest on this Bond is not paid within 7 days after it is due, then the School must immediately pay to Lender, at Lender's option, a late charge in an amount equal to five percent (5%) of the amount past due as of the date

the payment was due. This late charge is in addition to Lender's other rights and remedies for default in payment of an installment of principal or interest when due. Lender may impose a non-sufficient funds fee for any check that is presented for payment that is returned for any reason. The Bond may be prepaid in whole or in part prior to maturity at the option of the School at any time upon fifteen (15) days prior written notice to the Lender, at par plus accrued interest to the prepayment date. The School acknowledges and agrees that the Lender has agreed to purchase and hold the Bond only until the Maturity Date.

SECTION 2.2 Closing Arrangements. Payment for the Bond shall be made to the order of the School in immediately available funds. The Closing for the payment for the Bond and delivery of closing documents shall take place at the offices of Bond Counsel by not later than at 4:00 p.m., local time, on the Closing Date. The above-referenced hour and date of such delivery and payment is referred to herein as the "**Closing.**"

SECTION 2.3 Unconditional Payments. The obligations of the School under this Agreement shall be absolute, unconditional and shall remain in full force and effect until the entire principal of, premium, if any, and interest on the Bond shall have been paid or duly provided for, and such obligations shall not be affected, modified or impaired upon the happening from time to time of any event, including without limitation any of the following, whether or not with notice to, or the consent of, the School:

- (a) The amendment, waiver, compromise, settlement, release or termination of any or all of the obligations, covenants or agreements of the School contained in this Agreement, or of the payment, performance or observance thereof;
- (b) The failure to give notice to the School of the occurrence of an Event of Default or a default under the terms and provisions of this Agreement, the Bond, or any Related Document;
- (c) The invalidity, unenforceability or termination of any of the Related Documents;
- (d) The waiver, compromise, settlement, release or termination of the School's obligations, covenants or agreements under the Related Documents or of the payment, performance or observance thereof;
- (e) The existence of any claim, set off, defense or other right which the School may have at any time against the Lender, or any other person or entity, whether in connection with any of the Related Documents, the transactions contemplated herein or therein or any unrelated transactions;
- (f) The extension of the time for payment of any principal of, premium, if any, or interest, and all other amounts owing or payable on the Bond, or of the time for performance of any obligations, covenants or agreements under or arising out of the Related Documents, or the extension or the renewal of any thereof;

(g) The modification or amendment (whether material or otherwise) of any obligation, covenant or agreement set forth in the Related Documents;

(h) The taking or the omission of any of the actions referred to in any of the Related Documents;

(i) Any failure, omission, delay or lack on the part of the School or the Lender to enforce, assert or exercise any right, power or remedy conferred on the School or the Lender in any of the Related Documents, or any other act or acts on the part of the School, the Lender, or any of the holders from time to time of the Bond;

(j) The voluntary or involuntary liquidation, dissolution, sale or other disposition (other than by way of mortgage or granting of security interest to secure borrowing of the School) of all or substantially all the assets, marshalling of assets and liabilities, receivership, insolvency, bankruptcy, assignment for the benefit of creditors, reorganization, arrangement, composition with creditors or readjustment of, or other similar proceedings affecting the School, or any lessee of the facilities financed or refinanced with the proceeds of the Bond, or any of the assets of any of them, or any allegation or contest of the validity of the Related Documents, or the disaffirmance of any of the foregoing;

(k) To the extent permitted by law, any event or action that would, in the absence of this clause, result in the release or discharge by operation of law of the School from the performance or observance of any obligation, covenant or agreement contained in this Agreement; or

(l) The default or failure of the School fully to perform any of its obligations set forth in this Agreement.

ARTICLE III CONDITIONS PRECEDENT

SECTION 3.1 Conditions Precedent to Lender's Obligation to Purchase Bond. As conditions precedent to the obligation of the Lender to purchase the Bond, the School shall provide to the Lender on or before the Closing Date, each in form and substance satisfactory to the Lender and the Lender's counsel, Warner Norcross + Judd LLP (hereinafter, "***Lender's Counsel***"):

(a) *Bond.* The Bond duly executed by the School.

(b) *Related Documents.* (i) a counterpart of this Agreement duly executed by the School and the Lender, (ii) a certified copy of the Resolution and (iii) a fully executed copy of the Payment Intercept Agreement with an acknowledgment from the Authorizing Body.

(c) *Mortgage.* School shall sign and deliver a mortgage in form and substance satisfactory to Lender that grants to Lender a valid first lien on the Facility, together with a

collateral assignment of rents in form and substance satisfactory to Lender that grants to Lender a valid first lien on all rents and similar income arising from the Facilities.

(d) *Incumbency Certificate.* An incumbency certificate of the School in respect of each of the officials who is authorized to (i) execute this Agreement and the Bond on behalf of the School, and (ii) take actions for the School under this Agreement and the Related Documents with respect to this Agreement and the Bond.

(e) *Certificate of Authorizing Body.* A certificate of the Authorizing Body relating to the School and the Bond in form and substance acceptable to the Lender.

(f) *Certificate of School.* A certificate of the School relating to the Bond and compliance with the Act in form and substance acceptable to the Lender.

(g) *Evidence of Qualification to Borrow; Good Standing Certificate.* Evidence that the School has qualified status from the Michigan Department of Treasury and is in good standing in the State of Michigan.

(h) *Organizational Documents.* Certified copies of the School's articles of incorporation, bylaws, charter contract with the Authorizing Body and, if applicable, its management agreement with a Management Company.

(i) *Commitment Fee and Expenses.* The Lender shall have received payment of its commitment fee in the amount of \$7,500.00 plus all costs and expenses referred to in Section 7.3 hereof for which invoices have been presented to the School as of the Closing Date.

(j) *Bond Counsel Opinion.* The opinion of Bond Counsel, addressed to the Lender or on which it may rely, in form and substance satisfactory to the Lender, addressing, among other things, the tax-exempt status of the Bond.

(k) *Other Documents.* The Lender shall have received such other documents, certificates and opinions as the Lender or the Lender's Counsel shall have reasonably requested.

SECTION 3.2 Conditions of the School's Obligation to Sell Bond. The School's obligation to sell and deliver the Bond is subject to satisfaction of the following conditions on or before the Closing Date:

(a) The Lender shall have tendered the purchase price set forth in Section 2.1 hereof.

ARTICLE IV REPRESENTATIONS AND WARRANTIES

SECTION 4.1 Representations and Warranties of the School. To induce the Lender to enter into this Agreement and purchase the Bond, the School hereby represents and warrants to, and agrees with, the Lender as follows (which representations, warranties and agreements shall survive the execution and delivery of this Agreement and the issuance of the Bond):

(a) *Organization, Powers.* The School has all necessary power to carry on its present activities, and has full power, right and authority to enter into this Agreement and the Related Documents to which it is a party and to perform each and all of the matters and things provided for herein and therein.

(b) *Authority, Etc.* The execution, delivery and performance by the School of this Agreement and the Related Documents to which it is a party have been duly authorized by all necessary corporate action and this Agreement and the Related Documents to which it is a party constitute the legal, valid and binding obligations of the School, enforceable in accordance with their respective terms, except to the extent that enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally and general principles of equity.

(c) *Compliance with Laws and Contracts.* The execution, delivery and performance by the School of this Agreement and the Related Documents to which it is a party will not (i) violate any provision of any law, rule, regulation, order, writ, judgment, injunction, decree, determination or award as currently in effect to which the School is subject; (ii) result in a breach of or constitute a default under the provisions of any indenture, loan or credit agreement or any other agreement, lease or instrument to which the School may be or is subject or by which it, or its property, is bound; or (iii) result in, or require, the creation or imposition of any mortgage, deed of trust, assignment, pledge, lien, security interest or other charge or encumbrance of any nature on or with respect to any of the properties of the School other than as provided therein; and the School is not in default under any such law, rule, regulation, order, writ, judgment, injunction, decree, determination or award or any such indenture, agreement, lease or instrument.

(d) *No Material Misstatements.* The financial statements and the reports provided to the Lender, taken in the aggregate, do not contain, nor does this Agreement or any written statement furnished by the School to the Lender contain, any untrue statement of a material fact or omits to state a material fact.

(e) *Litigation.* There is no action, suit, proceeding, inquiry or investigation at law or in equity or before or by any court, public board or body pending or, to the knowledge of the School threatened against or affecting the School (a) wherein an unfavorable decision, ruling or finding would have a material adverse effect on: (i) the transactions contemplated by, or the validity of, this Agreement, the Related Documents to which it is a party or any agreement or instrument to which the School is a party and which is used or contemplated for use in the consummation of the transactions contemplated by this Agreement or the Related Documents, or (ii) the School's ability to perform its obligations under the Bond; or (b) which in any way contests the existence, organization or powers of the School or the titles of the officers of the School to their respective offices.

(f) *Accuracy of Information.* All information supplied by the School to the Lender relating to the School is, taken in the aggregate, true and accurate in all material respects as of the date of delivery of the Bond.

(g) *Related Documents.* As of the Closing Date, the representations and warranties of the School in the Related Documents are true and correct, and the School has furnished or caused

to be furnished to the Lender a true and correct copy of all the Related Documents to which it is a party as in effect on such date. As of the Closing Date, the School is in full compliance with all of the terms and conditions of the Related Documents to which it is a party.

(h) *No Sovereign Immunity.* The School is subject to civil and commercial law in respect of its obligations under this Agreement and the Related Documents; and the School does not enjoy any right of immunity from liability or legal process in a court of competent jurisdiction of the State of Michigan on the grounds of sovereign immunity in respect of its obligations under this Agreement and the Related Documents.

ARTICLE V CONTINUING COVENANTS

SECTION 5.1 Covenants. So long as the Bond remains outstanding or any amount is due or owing to the Lender hereunder, unless the Lender shall otherwise consent in writing, the School hereby agrees that it shall:

(a) *Reporting Requirements.* The School shall keep proper books of record and account in accordance with generally accepted principles of accounting applicable to governmental entities such as the School. For so long as the Bond remains outstanding, the School shall provide to the Lender the following information disclosures: (i) a copy of the School's adopted annual budget for the present fiscal year and future fiscal years, as applicable; (ii) a copy of revisions, if any, to the School's annual budget as approved by its governing board; (iii) a copy of the School's audited financial statements for such fiscal year reflecting in reasonable detail the financial position and results of operation of the School, together with the audit report by a certified public accountant or firm of independent certified public accountants of suitable experience and responsibility, together with a copy of any management letter delivered by the auditors in connection with such financial statements, to be delivered no later than 120 days after the end of each fiscal year of the School; and (iv) copies of all communications with the Authorizing Body and promptly upon receipt by the School from the Authorizing Body, a copy of any report or notification required under the charter contract with the Authorizing Body regarding non-renewal, termination, violations or possible violations of the terms of the charter contract or any concerns or potential concerns the Authorizing Body may have regarding the School, including without limitation, such reports or notifications, including notifications via telephonic communications, which would give grounds for the Authorizing Body to begin the revocation process, as well as any response by the School required under the terms of the charter contract with the Authorizing Body; and (v) such additional information as the Lender may request from time to time.

(b) *No Additional Senior or Parity Debt.* The School shall not create, incur, guaranty or otherwise become directly or indirectly liable with respect to any obligation or indebtedness for borrowed money on a senior or parity basis with the Bond, except for State Aid notes for cash flow borrowings of the School that are secured on a parity basis with the Bond.

(c) *Compliance with Laws.* The School shall comply with all federal, state and local laws, regulations and orders that apply to the School or its assets that are material to the School's business or assets. The School shall obtain and maintain any and all licenses, permits, franchises,

governmental authorizations or other rights that are necessary for the conduct of the School's business and ownership of its assets or that are required by applicable law from time to time.

(d) *Certification of Beneficial Owners and Other Additional Information.* Provide: (i) such information and documentation as may reasonably be requested by the Lender from time to time for purposes of compliance by the Lender with applicable laws (including without limitation the USA PATRIOT Act and other "know your customer" and anti-money laundering rules and regulations), and any policy or procedure implemented by the Lender to comply therewith; and (ii) if the School is or was required to deliver a Certification of Beneficial Owners to the Lender, (a) confirmation of the accuracy of the information set forth in the most recent Certification of Beneficial Owners provided to the Lender, as and when requested by the Lender; and (b) a new Certification of Beneficial Owners in form and substance acceptable to the Lender when the individual(s) identified as a controlling party and/or a direct or indirect individual owner on the most recent Certification of Beneficial Owners provided to the Lender have changed.

(e) *Inspection of Records.* Upon reasonable request of the Lender and during normal business hours, the School will give the Lender or any agent or counsel therefor, access to and permission to examine, copy or make excerpts from, any and all books, records and documents under control of the School relating to the financial condition of the School.

(f) *Enrollment.* The School shall have on the Closing Date and maintain throughout the term of the Bond an enrollment at a level to generate sufficient State Aid to support the payment of the principal of and interest on the Bond. The School shall provide evidence of such enrollment as required by the Lender.

(g) *Maintain Existence; Permits and Licenses; Transfer of Assets.* The School covenants and agrees that for so long as the Bond remains outstanding: it shall maintain its existence as a public school academy under Michigan law, including without limitation, maintain, renew and/or extend its charter contract with the Authorizing Body or another authorizing body and shall operate its Facility as a public school academy which will produce sufficient available revenues to pay the debt service and all other amounts due and owing under the Bond; the School, if applicable, shall maintain, renew and/or extend its management contract with a management company acceptable to Lender; and the School shall provide Lender with written evidence of the renewal/extension of its charter contract and management contract within 30 days of such renewal/extension.

(i) it will do, or cause to be done, all things necessary to obtain, renew and secure all permits, licenses and other governmental approvals and to comply, or cause its lessees, if any, to comply, with such permits, licenses and other governmental approvals necessary for operation of the School as a public school academy; and

(ii) it may not transfer or sell any of its assets without the prior written consent of the Lender, except that the School may: (A) transfer assets having a fair value of less than \$25,000 in a given school year without adequate consideration and (B) sell assets for fair market value as determined by a qualified appraiser.

(h) *Maintain Insurance.* The School shall maintain insurance against fire, theft, and other casualty on its insurable real and personal property at full replacement cost with policy terms and conditions and companies acceptable to the Lender and maintain insurance against liability on account of damage to persons or property as required under all workers' compensation laws. Also, the School shall maintain any other insurance as may from time to time be reasonably requested by the Lender and, upon request, shall deliver certified copies of all such insurance policies to the Lender. All policies are subject to Lender's approval of amounts, deductibles, co-insurance and other policy provisions and carriers.

(i) *Banking Services.* The School shall establish and maintain its primary depository account with the Lender at all times while the Bond is outstanding.

(j) *Financial Covenants.* The School shall maintain, as of June 30 of each year, a minimum Debt Service Coverage Ratio of not less than 1.10x commencing on June 30, 2023. "**Debt Service Coverage Ratio**" means the ratio of the School's Cash Flow Available for Debt Service divided by the School's required annual Debt Service for the most recently completed fiscal year. As used herein, "**Cash Flow Available for Debt Service**" means the change in unrestricted net assets plus/minus unrealized gains or losses on investments plus depreciation expense plus interest expense plus/minus other non-cash gains or losses plus/minus one-time gains or losses, and "**Debt Service**" means all required principal and interest payments due during the School's fiscal year. The School shall furnish the Lender with a certificate of an authorized officer of the School stating that the School is in compliance with the Debt Service Coverage Ratio covenant set forth above, containing detailed calculations of such covenant for the period then ended. Such certificate shall be provided annually, not later than 120 days after the end of each fiscal year of the School, commencing with the fiscal year ending on June 30, 2023.

ARTICLE VI DEFAULT AND ACCELERATION

SECTION 6.1 Events of Default. Each of the following will be an "**Event of Default**" under this Agreement and the Bond:

(a) *Payment.* If the School defaults in the payment of the amounts due under this Bond or if the School defaults in the payment of principal or interest of any other Lender Indebtedness, and the payment default is not cured (i) within ten (10) days after payment was due, or (ii) within then (10) days after a demand for payment in full during the existence of an Event of Default.

(b) *Performance.* If the School fails to perform any of the School's other obligations under, or to comply with any of the terms, conditions and covenants that are contained in, this Agreement, the Bond or any other Related Documents or other agreement, document or instrument that the School has given or in the future gives to Lender, and such performance default continues uncured for a period of thirty (30) days after notice from the Lender, except that such notice will not be required in respect of any default that is not capable of being cured or after the maturity date of the Bond.

(c) *Other Indebtedness.* If the School defaults in the payment of any Indebtedness that the School at any time owes to any other Person within applicable grace periods or periods to cure resulting in a demand for such Indebtedness to be paid in full, except to the extent that the School is in good faith disputing the payment.

(d) *Warranties and Representations.* If any warranty or representation that the School makes in this Agreement or in the Bond or any statement, warranty or representation that the School has made or in the future makes in any other Related Documents, certificate, report or other document, instrument or agreement that is delivered under this Agreement or in the Bond is false or inaccurate in any material respect when made.

(e) *Voluntary Proceedings.* If the School (i) applies for or consents to the appointment of, or the taking of possession by, a receiver, custodian, trustee or liquidator of the School or of all or a substantial part of the School's property, (ii) is generally unable to pay its debts as they become due, (iii) makes a general assignment for the benefit of its creditors, (iv) starts a voluntary case under the federal Bankruptcy Code (as now or in the future in effect), (v) files a petition that seeks to take advantage of any other law that provides for the relief of debtors, (vi) fails to controvert in a timely or appropriate manner, or acquiesces in writing to, any petition that is filed against the School in any involuntary case under the Bankruptcy Code or (vii) takes any action for the purpose of effecting any of the foregoing.

(f) *Involuntary Proceedings.* If a proceeding or case is started in any court of competent jurisdiction and is not dismissed within sixty (60) days seeking (i) the liquidation, reorganization, dissolution, winding up or composition or readjustment of the School or the School's assets or the appointment of a trustee, receiver, custodian, liquidator or the like of the School or of all or any substantial part of the assets of the School or (ii) similar relief in respect of the School under any law that provides for the relief of debtors; or if an order for relief against the School is entered in an involuntary case under the Bankruptcy Code.

Upon the occurrence of any such Event of Default, the Bond shall bear interest at the Default Rate. In addition, all or any part of the indebtedness evidenced by the Bond and all or any part of all other indebtedness and obligations that the School then owes to Lender will, at the option of the Lender, become immediately due and payable without notice or demand. If any levy, writ of attachment, garnishment, execution or similar process is issued against or placed upon any material property of the School, which is not released or discharged within sixty (60) days, then all such indebtedness will automatically become immediately due and payable. All or any part of the indebtedness evidenced by the Bond also may become, or may be declared to be, immediately due and payable under the terms and conditions contained in any Related Documents or other agreement that has been or in the future is entered into between the School and Lender.

SECTION 6.2 Setoff. The School acknowledges that after an Event of Default, Lender has and will have the right to set off any indebtedness that Lender from time to time owes to the School, including, without limitation, any indebtedness that is represented by any deposit account that the School maintains with Lender, against any indebtedness that is at any time due and payable by the School to Lender.

SECTION 6.3 Remedies. Lender has and will have all rights and remedies that the law and any agreement of the School provide. Any requirement of reasonable notice with respect to any sale or other disposition of Collateral will be met if Lender sends the notice at least ten (10) days before the date of sale or other disposition. The School must reimburse Lender for any and all expenses, including reasonable attorney fees and legal expenses that Lender pays or incurs in protecting and enforcing the rights of and obligations to Lender under any provision of this Bond or any Related Document.

Each right and remedy granted to Lender in this Agreement and in the Bond or in any other Related Documents or allowed to Lender by law will be cumulative and may be exercised from time to time. No failure on the part of Lender to exercise, and no delay in exercising, any right or remedy will be a waiver of that right or remedy or a waiver of any other right or remedy. This Bond may not be amended and no provision of it may be waived except by a writing signed by Lender.

SECTION 6.4 Waivers. A delay by Lender in the exercise of any right or remedy will not be considered a waiver of it. A single or partial exercise by Lender of any right or remedy will not preclude any other or future exercise of it or the exercise of any other right or remedy. A waiver by Lender of any default or of any provision of the Bond will not be effective unless it is in writing and signed by Lender. A waiver of any right or remedy on one occasion will not be a waiver of that right or remedy on any future occasion.

The School waives demand for payment, presentment, notice of dishonor and protest of the Bond and waives all defenses based on suretyship or impairment of collateral. The School also consents to any extension or postponement of time of payment of the Bond to any substitution, exchange or release of all or any part of any security given to secure it, to the addition of any party to it and to the release, discharge, waiver, modification or suspension of any rights or remedies against any person liable for the indebtedness that the Bond evidences.

ARTICLE VII MISCELLANEOUS

SECTION 7.1 Amendments and Waivers. No amendment or waiver of any provision of this Agreement nor consent to any departure by the School therefrom shall in any event be effective unless the same shall be in writing and signed by the School and the Lender. Any such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

SECTION 7.2 Notices. Except as otherwise provided herein, all notices, requests and other communications to any party hereto shall be in writing (including bank wire, telecopier or similar writing) and shall be given to such party, addressed to it, at its address or facsimile number set forth below or such other address or facsimile number as such party may hereafter specify. Each such notice, request or communication shall be effective (a) if given by facsimile, when such facsimile is transmitted to the facsimile number specified below, (b) if given by mail, five days after such communication is deposited in the United States mails with first class postage prepaid,

addressed as aforesaid, or (iii) if given by any other means, when delivered at the address specified below.

If to the Lender, to

Horizon Bank
3250 West Centre Avenue, Ste 1
Portage, Michigan 49024
Attention: Jason Braford
Tel: (269) 216-0023
Fax: (269) 321-8349

If to the School:

Walden Green Montessori
17339 Roosevelt Road
Spring Lake, MI 49456
Attention:
Tel: (616) 842-4523

SECTION 7.3 Costs, Expenses and Taxes. The School agrees to pay on demand all reasonable costs and expenses of the Lender, including but not limited to the reasonable fees and expenses of counsel for the Lender, in connection with the preparation, negotiation, amendment or enforcement of this Agreement and the Related Documents, and with respect to advising the Lender as to its rights and responsibilities under this Agreement and the Related Documents or any waiver or amendment of, or the enforcement of, this Agreement and the Related Documents.

SECTION 7.4 Severability; Maximum Interest. Any provision of this Agreement which is prohibited, unenforceable or not authorized in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, unenforceability or non-authorization without invalidating the remaining provisions hereof or affecting the validity, enforceability or legality of such provision in any other jurisdiction. Nothing contained in this Agreement shall be deemed to establish or require the payment of interest at a rate in excess of the maximum rate permitted by applicable law. In the event that any rate or payment hereunder, singly or in the aggregate, exceeds the maximum rate permitted by applicable law, such rate or payment shall be automatically reduced to the maximum rate permitted by applicable law. In the event that the rate of interest required to be paid under this Agreement shall exceed the maximum rate permitted by applicable law, the amount of such excess shall be deferred and any subsequent reduction in the rate of interest required to be paid hereunder will not reduce the rate of interest below the maximum rate permitted by applicable law until the total amount of interest accrued equals the amount of interest which would have accrued if the rate of interest required hereunder had at all times been in effect.

SECTION 7.5 Patriot Act. The Lender is subject to the requirements of the USA Patriot Act, and hereby notifies the School that pursuant to the requirements of the USA Patriot Act, it is required to obtain, verify, and record information that identifies the School, which information includes the name and address and the School and other information that will allow the Lender to identify the School in accordance with the USA Patriot Act. In addition, the School shall:

(a) ensure that no person who owns a controlling interest in or otherwise controls the School is or shall be listed on the Specially Designated Nationals and Blocked Person List or other

similar lists maintained by the OFAC, the Department of the Treasury or included in any Executive Orders,

(b) not use or permit the use of the Bond proceeds to violate any of the foreign asset control regulations of OFAC or any enabling statute or Executive Order relating thereto, and

(c) comply, and cause any of its subsidiaries to comply, with all applicable Bank Secrecy Act laws and regulations, as amended.

SECTION 7.6 Anti-Money Laundering/International Trade Law Compliance. Neither the School nor any Affiliate over which the School exercises control is a Prohibited Person, and each such Affiliate is in compliance with all applicable orders, rules, regulations, and recommendations of the OFAC. Neither the School nor any Affiliate over which the School exercises control, or its members, shareholders or partners:

(a) is subject to United States of America or multilateral economic or trade sanctions adopted by the United States of America and currently in force,

(b) is owned or controlled by, or acts on behalf of any governments or Persons who are subject to United States of America or multilateral economic or trade sanctions adopted by the United States of America and currently in force,

(c) is a Prohibited Person or is otherwise named, identified, or described on any blocked persons list, designated nationals list, denied persons list, entity list, debarred party list, unverified list, sanctions list or other list of individuals or entities with whom U.S. Persons may not conduct business, including, without limitation, lists published or maintained by the OFAC, United States Department of Commerce, or the United States Department of State. To the School's knowledge, none of the Collateral is traded or used, directly or indirectly by a Prohibited Person or organized in at Prohibited Jurisdiction. To the extent applicable to them, the School and its Affiliates have established an anti-money laundering compliance program as required by all applicable anti-money laundering laws and regulations, including the USA PATRIOT Act. None of the School's or any of its Affiliates' funds or other assets constitute property of, or are beneficially owned, directly or indirectly, by any Person subject to trade restrictions under the laws of the United States of America, including, without limitation, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701 et seq., the Trading With the Enemy Act, any of the Foreign Assets Control Regulations, or any enabling legislation or regulations promulgated thereunder or executive order relating thereto, including, without limitation: (i) the Executive Order, and (ii) the USA PATRIOT Act, with the result that an investment in the School or any of its Affiliates (whether directly or indirectly), is prohibited by law or any Loan made by Lender is in violation of law. No such Person has any interest of any nature whatsoever in the School or any Affiliate over which the School exercises control, with the result that an investment in the School or any such Affiliate (whether directly or indirectly) is prohibited by law or any Loan made by Lender is in violation of law. No funds of the School or any Affiliate over which the School exercises control have been derived from any unlawful activity with the result that an investment in the School or any such Affiliate (whether directly or indirectly) is prohibited by law or any Loan made by Lender is in violation of law. Neither the School nor any Affiliate over

which the School exercises control (i) is a "blocked person" as described in the Executive Order, the Trading With the Enemy Act, or the Foreign Assets Control Regulations, or (ii) engages in any dealings or transactions, or is otherwise associated, with any such "blocked person." For the purposes of determining whether a representation with respect to any indirect ownership is true under this *Section*, neither the School nor any Affiliate over which the School exercises control will be required to make any investigation into ownership of publicly traded stock or other publicly traded securities, or the ownership of assets by a collective investment fund that holds assets for employee benefit plans or retirement arrangements.

SECTION 7.7 No Fiduciary Relationship. The School acknowledges and agrees that (i) the purchase and sale of the Bond pursuant to this Agreement is an arm's-length commercial transaction between the School and the Lender, (ii) in connection with such transaction and with the discussions, undertakings and procedures leading up to the consummation of such transaction, the Lender is and has been acting solely as a principal and not as agent, advisor or fiduciary of the School, (iii) the Lender has not assumed an advisory or fiduciary responsibility in favor of the School with respect to the purchase and sale of the Bond or the process leading thereto (whether or not the Lender, or any affiliate of the Lender, has advised or is currently advising the School on other matters) or any other obligation to the School except the obligations expressly set forth in this Agreement; provided, however, that for both subsections (ii) and (iii) herein, it is the School's understanding that a financial advisory relationship shall not be deemed to exist when, in the course of acting as a purchaser, an underwriter, a broker, dealer or municipal securities dealer renders advice to an issuer, including advice with respect to the structure, timing, terms and other similar matters concerning a new issue of municipal securities, and (iv) the School has consulted with its own legal, accounting, tax and financial advisors to the extent it deemed appropriate in connection with the sale of the Bond. The Lender hereby notifies the School it is not acting as a Municipal Advisor (as defined in Section 15B of the Securities Exchange Act of 1934, as amended), it is not an agent of the School, and it does not have a fiduciary duty to the School in connection with the matters contemplated by this Agreement.

SECTION 7.8 Rights to Share Information. The Lender shall have the right to discuss the financial condition of the School and the Property, and to disclose any non-confidential information received by Lender regarding the School or the Property with any third parties, singularly or together, as Lender may choose in its sole and absolute discretion. Notwithstanding any other term of this Agreement or any other agreement the Lender has with the School, the School agrees that the Lender may share financial and other information about the School with Affiliates of the Lender for purposes related to the School's accounts or possible accounts with the Lender or its Affiliate.

SECTION 7.9 Survival of this Agreement. All covenants, agreements, representations and warranties made in this Agreement shall survive the purchase by the Lender of the Bond and shall continue in full force and effect so long as the Bond shall be outstanding or any obligations of the School to the Lender hereunder shall be outstanding and unpaid.

SECTION 7.10 Headings. Section headings in this Agreement are included herein for convenience of reference only and shall not constitute a part of the Agreement for any other purpose.

SECTION 7.11 Entire Agreement. This Agreement embodies the entire agreement and understanding between the School and the Lender and supersedes all prior, agreements and understandings between the School and the Lender relating to the subject matter hereof.

SECTION 7.12 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

[The remainder of this page is intentionally left blank.]

WAIVER OF JURY TRIAL. THE UNDERSIGNED HEREBY ACKNOWLEDGES THAT THE TIME AND EXPENSE REQUIRED FOR TRIAL BY JURY OF ANY CONTROVERSY RELATED IN ANY WAY TO THIS AGREEMENT, THE BOND OR ANY DOCUMENTS EXECTIED IN CONNECTION WITH THIS AGREEMENT, THE BOND OR ANY TRANSACTION CONTEMPLATED IN ANY SUCH DOCUMENTS, WOULD EXCEED THE TIME AND EXPENSE REQUIRED FOR A BENCH TRIAL AND HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, TRIAL BY JURY, AND WAIVES ANY BOND OR SURETY OR SECURITY UPON SUCH BOND WHICH MIGHT, BUT FOR THIS WAIVER, BE REQUIRED OF THE HOLDER OF THE BOND. THE SCHOOL AND THE LENDER ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

WALDEN GREEN MONTESSORI

By 
Name: Todd Lucas
Title: President

HORIZON BANK

By _____
Name: Jason Braford
Title: Vice President, Commercial Loan Officer

26722043

WAIVER OF JURY TRIAL. THE UNDERSIGNED HEREBY ACKNOWLEDGES THAT THE TIME AND EXPENSE REQUIRED FOR TRIAL BY JURY OF ANY CONTROVERSY RELATED IN ANY WAY TO THIS AGREEMENT, THE BOND OR ANY DOCUMENTS EXECTIED IN CONNECTION WITH THIS AGREEMENT, THE BOND OR ANY TRANSACTION CONTEMPLATED IN ANY SUCH DOCUMENTS, WOULD EXCEED THE TIME AND EXPENSE REQUIRED FOR A BENCH TRIAL AND HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, TRIAL BY JURY, AND WAIVES ANY BOND OR SURETY OR SECURITY UPON SUCH BOND WHICH MIGHT, BUT FOR THIS WAIVER, BE REQUIRED OF THE HOLDER OF THE BOND. THE SCHOOL AND THE LENDER ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

WALDEN GREEN MONTESSORI

By _____
Name: Todd Lucas
Title: President

HORIZON BANK

By _____
Name: Jason Braford
Title: Vice President, Commercial Loan Officer

26722043

EXHIBIT A
BOND AMORTIZATION SCHEDULE

See attached.

\$2,388,000
Walden Green Montessori Project
Limited Obligation Revenue Refunding Bonds, Series 2022

Date	Debt Service Payment	Fiscal Year
08/20/2022		
09/20/2022		
10/20/2022	30,017.47	
11/20/2022	30,017.47	
12/20/2022	30,017.47	
01/20/2023	30,017.47	
02/20/2023	30,017.47	
03/20/2023	30,017.47	
04/20/2023	30,017.47	
05/20/2023	30,017.47	
06/20/2023	30,017.47	270,157.19
07/20/2023	26,873.89	
08/20/2023	26,873.89	
09/20/2023		
10/20/2023	26,873.89	
11/20/2023	26,873.89	
12/20/2023	26,873.89	
01/20/2024	26,873.89	
02/20/2024	26,873.89	
03/20/2024	26,873.89	
04/20/2024	26,873.89	
05/20/2024	26,873.89	
06/20/2024	26,873.89	295,612.74
07/20/2024	26,873.89	
08/20/2024	26,873.89	
09/20/2024		
10/20/2024	26,873.89	
11/20/2024	26,873.89	
12/20/2024	26,873.89	
01/20/2025	26,873.89	
02/20/2025	26,873.89	
03/20/2025	26,873.89	
04/20/2025	26,873.89	
05/20/2025	26,873.89	
06/20/2025	26,873.89	295,612.74
07/20/2025	26,873.89	
08/20/2025	26,873.89	
09/20/2025		
10/20/2025	26,873.89	
11/20/2025	26,873.89	
12/20/2025	26,873.89	
01/20/2026	26,873.89	
02/20/2026	26,873.89	
03/20/2026	26,873.89	
04/20/2026	26,873.89	
05/20/2026	26,873.89	
06/20/2026	26,873.89	295,612.74
07/20/2026	26,873.88	
08/20/2026	26,873.88	
09/20/2026		
10/20/2026	26,873.88	
11/20/2026	26,873.88	
12/20/2026	26,873.88	
01/20/2027	26,873.88	
02/20/2027	26,873.88	
03/20/2027	26,873.88	
04/20/2027	26,873.88	
05/20/2027	26,873.88	
06/20/2027	26,873.88	295,612.73

\$2,388,000
Walden Green Montessori Project
Limited Obligation Revenue Refunding Bonds, Series 2022

Date	Debt Service Payment	Fiscal Year
07/20/2027	26,873.89	
08/20/2027	26,873.89	
09/20/2027		
10/20/2027	26,873.89	
11/20/2027	26,873.89	
12/20/2027	26,873.89	
01/20/2028	26,873.89	
02/20/2028	26,873.89	
03/20/2028	26,873.89	
04/20/2028	26,873.89	
05/20/2028	26,873.89	
06/20/2028	26,873.89	295,612.74
07/20/2028	26,873.88	
08/20/2028	26,873.88	
09/20/2028		
10/20/2028	26,873.88	
11/20/2028	26,873.88	
12/20/2028	26,873.88	
01/20/2029	26,873.88	
02/20/2029	26,873.88	
03/20/2029	26,873.88	
04/20/2029	26,873.88	
05/20/2029	26,873.88	
06/20/2029	26,873.88	295,612.72
07/20/2029	26,873.88	
08/20/2029	26,873.88	
09/20/2029		
10/20/2029	26,873.88	
11/20/2029	26,873.88	
12/20/2029	26,873.88	
01/20/2030	26,873.88	
02/20/2030	26,873.88	
03/20/2030	26,873.88	
04/20/2030	26,873.88	
05/20/2030	26,873.88	
06/20/2030	26,873.88	295,612.73
07/20/2030	26,873.88	
08/20/2030	26,873.88	
09/20/2030		
10/20/2030	26,873.88	
11/20/2030	26,873.88	
12/20/2030	26,873.88	
01/20/2031	26,873.88	
02/20/2031	26,873.88	
03/20/2031	26,873.88	
04/20/2031	26,873.88	
05/20/2031	26,873.88	
06/20/2031	26,873.88	295,612.72
07/20/2031	26,873.89	
08/20/2031	26,873.89	
09/20/2031		
10/20/2031	26,873.89	
11/20/2031	26,873.89	
12/20/2031	26,873.89	
01/20/2032	26,873.89	
02/20/2032	26,873.89	
03/20/2032	26,873.89	
04/20/2032	26,873.89	
05/20/2032	26,873.89	
06/20/2032	26,873.89	295,612.74
Total	2,930,671.79	2,930,671.79

MORTGAGE

THIS MORTGAGE (this "**Mortgage**") is made as of July 21, 2022, by **WALDEN GREEN MONTESSORI** a Michigan nonprofit corporation and public school academy, of 17339 Roosevelt Road, Spring Lake, Michigan 49456 ("**Mortgagor**"), to **HORIZON BANK**, an Indiana banking corporation, of 250 Pearl Street, NW, Grand Rapids, Michigan 49503 ("**Lender**"), for itself and as agent for the benefit of all of its affiliates (each entity controlled by, controlling or under common control with Lender, an "**Affiliate**").

FOR VALUE RECEIVED, Mortgagor mortgages and warrants to Lender the real property located in the City of Ferrysburg, Ottawa County, Michigan, described on **Exhibit A** attached to this Mortgage, and all of Mortgagor's rights, title and interest in and to (a) all buildings, structures and other improvements now or in the future located on the land and all easements, hereditaments and appurtenances now or in the future belonging to the land, (b) all fixtures now or in the future attached to or used in connection with the land, (c) all equipment (including, without limitation, all machinery, engines, boilers, elevators and plumbing, heating, air conditioning and ventilating equipment) now or in the future installed as part of any building located on the land, all of which equipment shall, as between Mortgagor and Lender, be considered to be fixtures and a part of the realty, (d) all rents, income and profits arising from the land or from the buildings, structures, other improvements, fixtures and equipment now or in the future located on the land and (e) all rights, if any, to make divisions of the land that are exempt from the platting requirements of the Michigan Land Division Act, as it shall be amended (if applicable). In this Mortgage, the above-described land, buildings, structures, improvements, easements, hereditaments, appurtenances, fixtures and equipment are collectively called the "**Premises**."

This Mortgage secures payment and performance of (a) Mortgagor's obligations under a certain \$2,388,000.00 Bond Purchase Agreement dated as of the date of this Mortgage (the "**BPA**"), between Mortgagor and Lender, (b) Mortgagor's obligations to Lender under this Mortgage, (c) any and all Rate Management Obligations (as defined in the BPA), and (d) all modifications, extensions and renewals of (a), (b) and (c). This Mortgage also secures payment and performance of any and all other indebtedness or obligations now or hereafter owing to Lender or any Affiliate by Mortgagor, including, without limitation, all Lender Indebtedness (as defined in the BPA), regardless of whether any such indebtedness or obligation is (1) not presently intended or contemplated by Mortgagor, Lender, or the Affiliate, (2) indirect, contingent, or secondary, (3) unrelated to the Premises or to any financing of the Premises by Lender or the Affiliate, (4) of a kind or class that is different from any indebtedness or obligation now owing to Lender or the Affiliate by Mortgagor, (5) now or hereafter evidenced by a note or

other document that does not refer to this Mortgage, or (6) not listed above.

The indebtedness and obligations secured by this Mortgage are collectively referred to in this Mortgage as the "**Indebtedness**."

Mortgagor further warrants and represents to and agrees with Lender as follows:

1. **Payment of Indebtedness.** Mortgagor agrees to pay or perform all of the Indebtedness now or in the future owing by Mortgagor, including all interest on it, in accordance with the terms of the instruments, documents or agreements evidencing it ("**Instruments**").

2. **Warranties.** Mortgagor warrants and represents to Lender as follows:

(a) All financial statements and other written information concerning Mortgagor or the Premises that have been or in the future are furnished to Lender by or on behalf of Mortgagor are and shall be true and correct in all material respects when provided.

(b) The signing, delivery and performance of this Mortgage by Mortgagor will not violate any law, rule, judgment, order, agreement or instrument binding upon Mortgagor and will not require the approval of any public authority or any third party, and this Mortgage is the valid and binding obligation of Mortgagor, enforceable in accordance with its terms, except as may be limited by bankruptcy, insolvency, or other similar laws affecting the enforcement of creditors' rights and by general principles of equity.

(c) Mortgagor is a nonprofit corporation and is duly organized and validly existing in good standing under the laws of the State of Michigan; Mortgagor has full power and authority to enter into and perform its obligations under this Mortgage; Mortgagor's signing, delivery, and performance of this Mortgage have been duly authorized by all necessary action of Mortgagor's members and/or managers, or other governing body, and will not violate Mortgagor's articles of organization or other governing instrument, if any, and will not require the approval of any other Person.

3. **Assignment of Leases and Contracts.** Mortgagor assigns and mortgages to Lender, and grants to Lender a security interest in, as additional security for the Indebtedness, all of Mortgagor's right, title and interest in and to all existing and future oral or written leases of all or any part of the Premises or of any interest in them and all existing and future land contracts or other agreements by which the Premises or any interest in them is being or shall be sold, together with all rents and profits arising from, and all other proceeds of, those leases, land contracts or other agreements. Except in the ordinary course of business or otherwise with the written consent of Lender, Mortgagor shall not cancel, accept a surrender of, modify, consent to an assignment of the lessee's interest under, or make any other assignment or other disposition of any lease or land contract and shall not collect or accept any payment of a material amount of rent or of principal or interest or any other amount more than one month before it is due and payable. Mortgagor shall pay and perform all material obligations and covenants required of it by the terms of each such lease, land contract or other agreement. If Mortgagor shall default in the payment or performance of any such obligation or covenant, then Lender shall have the right,

but shall have no obligation, to pay or perform it on behalf of Mortgagor, and all sums reasonably expended by Lender in doing so shall be payable by Mortgagor to Lender upon demand, together with interest at the Default Rate. Neither this Paragraph nor the paragraph of this Mortgage entitled *Sale or Transfer* implies that Lender consents to the sale, lease or transfer of the Premises or any interest in them.

4. **Assignment of Interest as Lessee or Purchaser.** Mortgagor assigns and mortgages to Lender, and grants to Lender a security interest in, as additional security for the Indebtedness, all of Mortgagor's right, title, and interest in and to all existing and future leases, land contracts, or other agreements by which all or any part of the Premises is being leased or purchased by Mortgagor, including all modifications, renewals, and extensions, and all of Mortgagor's rights in and to any purchase options contained in each lease, land contract, or other agreement. Mortgagor shall pay or cause to be paid each installment of rent or of principal or interest required to be paid by Mortgagor as the lessee, buyer, or other obligor under each such lease, land contract, or other agreement, as and when it becomes due and payable, whether by acceleration or otherwise. Mortgagor shall also pay and perform, or cause to be paid and performed, all other material obligations of Mortgagor as the lessee, buyer, or other obligor under each lease, land contract, or other agreement. If Mortgagor defaults in the payment of an installment of rent or of principal or interest or in the payment or performance of any other obligation under any such lease, land contract, or other agreement, beyond the expiration of any applicable grace or cure period, then Lender shall have the right, but shall have no obligation, to pay or perform it on behalf of Mortgagor and to exercise any rights of Mortgagor under the lease, land contract, or other agreement, including any purchase option. All sums that Lender reasonably expends in doing so shall become part of the Indebtedness, payable by Mortgagor to Lender upon demand, together with interest at the Default Rate. If Lender receives from the lessor or seller under a lease, land contract, or other agreement notice that there has occurred a default by Mortgagor as the lessee, buyer, or other obligor, then Lender may rely on the notice and take any action to cure the default under the paragraph of this Mortgage entitled *Lender's Right to Perform; Receiver* even though Mortgagor questions or denies the existence, nature, or extent of the claimed default. If Lender cures such default, that shall not be a waiver of Lender's right to accelerate the Indebtedness under the paragraph of this Mortgage entitled *Events of Default and Acceleration* by reason of such default.

5. **Minerals.** Mortgagor assigns and mortgages to Lender, and grants to Lender a security interest in, as additional security for the Indebtedness, all of Mortgagor's right, title and interest in and to (i) all oil, gas and other minerals located in, on or under the Premises, (ii) all oil, gas or mineral leases, royalty agreements and other contracts that have been or in the future are entered into with respect to the Premises or with respect to any oil, gas or other minerals located in, on or under the Premises ("**Mineral Leases**"), and (iii) all rents, profits, royalties and income at any time arising from the Mineral Leases or from the sale of oil, gas or other minerals located in, on or under the Premises. During any Default as defined in the paragraph of this Mortgage entitled *Events of Default and Acceleration*, Lender shall be entitled to the present and full possession, receipt and use of and right to such oil, gas, other minerals, Mineral Leases, rents, profits, royalties and income for application to the Indebtedness in any manner that Lender in its sole discretion shall determine.

6. **Taxes.** Except to the extent being contested as permitted by the BPA or other

Instrument or agreement between Mortgagor and Lender that replaces the BPA, Mortgagor shall pay, or cause to be paid, before they become delinquent, all taxes, assessments, and other similar charges levied upon or with respect to the Premises unless and to the extent only that (1) in a jurisdiction where payment of taxes and assessments is abated during the period of any contest, those taxes or assessments are being contested in good faith by appropriate proceedings and (2) Mortgagor shall have set aside on its books adequate reserves with respect to those taxes and assessments. Upon the request of Lender, Mortgagor will promptly deliver to Lender satisfactory evidence of payment of them.

7. **Insurance.** Mortgagor shall cause all buildings, improvements, other insurable parts of the Premises and rents and other income from the Premises to be insured against loss or damage by any loss covered by "special form" (f/k/a "all risks") property insurance in the full amount of its replacement cost and with insurers that are reasonably acceptable to Lender, and Mortgagor shall cause all premiums on the insurance to be paid when due. Within 45 days after Lender notifies Mortgagor that the Premises are located in a special flood hazard area but are not covered by flood insurance in the amount required by applicable law (including, without limitation, the federal Flood Insurance Act of 1968, as amended), Mortgagor shall obtain and at all times maintain in effect the required insurance. Each policy evidencing insurance required by this Paragraph shall provide that losses shall be payable to Lender as its interest shall appear at the time of the loss, shall contain a standard mortgage clause, shall be in form and substance reasonably acceptable to Lender and evidence of such shall be delivered to Lender. Each policy shall provide that the insurer shall give Lender at least 10 days' prior written notice of any cancellation of the insurance. Each renewal of each policy shall be evidenced to Lender at least 10 days before the expiration date of the policy. If there shall occur any material destruction of or damage to the Premises, Mortgagor shall give immediate notice to Lender, and Lender shall have the right to make proof of the loss or damage, if Mortgagor does not promptly do so. Provided no Default exists, Mortgagor is authorized to settle, adjust or compromise any claims for loss or damage under any insurance policy. Subject to the provisions of the paragraph of this Mortgage entitled *Proceeds of Insurance and Condemnation*, Mortgagor shall immediately endorse and deliver to Lender all proceeds of any policy. Lender may require Mortgagor to pay a reasonable fee to Lender for determining whether the Premises are located in a special flood hazard area, if either (i) Lender undertook the determination because of a revision of floodplain areas or (ii) Lender purchased required flood insurance, under the paragraph of this Mortgage entitled *Lender's Right to Perform; Receiver*, after Mortgagor failed to purchase the required insurance following Lender's notification to Mortgagor that Mortgagor was required to do so.

8. **Maintenance and Repair.** Mortgagor shall maintain the Premises in good condition and repair; shall not commit or suffer any waste of the Premises; shall not remove, demolish or substantially alter any building or fixture on the Premises after its construction or renovation is completed except in the ordinary course of business or otherwise with the prior written consent of Lender, which shall not be unreasonably withheld (as to alterations); shall cause to be complied with in all material respects all laws, ordinances, regulations and requirements of any governmental authority applicable to the Premises or to activities on the Premises; shall promptly repair, restore, replace or rebuild any part of the Premises that is damaged or destroyed by any casualty; and shall promptly pay when due all charges for utilities and other services to the Premises.

9. **Lender's Right to Perform; Receiver.** If Mortgagor shall default in the performance of any obligation of Mortgagor under this Mortgage (including, without limitation, its obligations to keep the Premises in good condition and repair, to pay taxes and assessments and to obtain and maintain insurance), then Lender shall have the right, upon 30 days' written notice to Mortgagor, but shall have no obligation, to perform, or cause to be performed, the obligation, and Mortgagor shall reimburse Lender on demand for all sums expended by Lender in doing so, together with interest at the Default Rate. Lender and any Persons authorized by Lender shall have the right, subject to the rights of tenants, to enter upon the Premises at all reasonable times for the purpose of inspecting the Premises or effecting maintenance or repairs or taking any other action under the preceding sentence. The failure of Mortgagor to pay any taxes, assessments or similar charges upon the Premises when due or to obtain and maintain required insurance shall constitute waste and shall entitle Lender to the appointment by a court of competent jurisdiction of a receiver of the Premises for the purpose of preventing the waste. The receiver, subject to the order of the court, may collect the rents and income from the Premises and exercise control over the Premises as the court shall order. Any payment or performance by Lender under the paragraph of this Mortgage entitled *Assignment of Leases and Contracts* of an obligation that Mortgagor has failed to perform under a lease, land contract or other agreement, and any exercise by Lender of any right, remedy or option under a lease, land contract or other agreement, shall not be considered an assumption by Lender of the lease, land contract or other agreement or of any obligation or liability under it.

10. **Condemnation.** Subject to the provisions of the paragraph of this Mortgage entitled *Proceeds of Insurance and Condemnation*, if all or any part of the Premises is taken, whether temporarily or permanently, under power of eminent domain or by condemnation, the entire proceeds of the award or other payment for the taking shall be paid directly to Lender.

11. **Sale or Transfer.** If there shall be a sale or transfer, by operation of law or otherwise, of all or any part of the Premises, Lender may deal with the buyer or transferee with respect to this Mortgage and the Indebtedness as fully and to the same extent as it might with Mortgagor, without in any way releasing, discharging or affecting the liability of Mortgagor under this Mortgage and upon the Indebtedness, and without waiving Lender's right to accelerate payment of the Indebtedness, under the paragraph of this Mortgage entitled *Events of Default and Acceleration*, by reason of the sale or transfer.

12. **Property Information.** During any period when any part of the Premises are leased, Mortgagor shall promptly furnish to Lender, upon Lender's request from time to time, (i) copies of all leases then in effect with respect to all or any part of the Premises, including all amendments, (ii) a written schedule that shows for each tenant the tenant's name, the current rental rate (including any percentage rent), any rental or leasing concessions not yet realized by tenant, the units or area leased and the lease expiration date, (iii) a description of any leasable parts of the Premises that are not then leased, and (iv) any additional information concerning the Premises and the leasing of them that Lender shall reasonably request. Lender shall have the right at any reasonable time and upon reasonable prior notice (whether or not any part of the Premises is then being leased) to inspect Mortgagor's records concerning the Premises and any lease of or other transaction or matter concerning the Premises.

13. **Environmental and Access Warranties and Agreements.** Mortgagor warrants

and represents to Lender, and agrees, as follows:

(a) Except as otherwise set forth in the BPA, the Premises, and all operations and activities on the Premises, are and shall continue to be in compliance in all material respects with all Environmental Laws (as defined below) and all access laws (except for tenant spaces where the tenant is responsible for such compliance). "**Environmental Laws**" means all federal, state, and local laws, regulations, and ordinances intended to protect or preserve Natural Resources and the Environment.

(b) Mortgagor shall notify Lender in writing within 10 days after Mortgagor receives any notice of the commencement of (a) any proceeding or investigation by a federal or state agency against it regarding compliance by it with Environmental Laws or access laws, or (b) any other judicial or administrative proceeding by or against it that, if adversely determined, could reasonably be expected to have a Material Adverse Effect.

(c) For purposes of this Mortgage, "**access law**" means any applicable law, ordinance, rule, regulation or order that regulates the accessibility of property to disabled Persons, including, without limitation, the federal Americans With Disabilities Act, as amended.

(d) **Access to Premises.** Lender and any Persons authorized by Lender shall have the right, subject to the rights of tenants, to enter upon the Premises at all reasonable times on reasonable advance notice for the purpose of investigating whether the Premises are in compliance with Environmental Laws and access laws, but only if: (a) a Default, as defined in the paragraph of this Mortgage entitled *Events of Default and Acceleration*, exists or has occurred and is continuing; or (b) Lender has a reasonable basis for belief that the Premises are not in compliance with Environmental Laws or access laws. Without limiting the foregoing, if there shall have occurred and be continuing a Default, then Lender shall have the right to conduct and submit to appropriate governmental agencies a "baseline environmental assessment" of the Premises within the meaning of Section 20101 of the Michigan Natural Resources and Environmental Protection Act, MCL 324.20101, as it shall be amended from time to time. If, at the time of the appraisal, investigation and assessment, there shall have occurred and be continuing a Default, then Mortgagor shall reimburse Lender on demand for all reasonable costs and expenses of the appraisal, investigation and assessment, together with interest at the Default Rate. Mortgagor shall sign any consultant contract, waste manifest, notice and other documents that Lender reasonably requests to enable Lender to take or conduct any action or activity contemplated by this Paragraph, if Mortgagor is given a reasonable opportunity to negotiate the terms of the contract, manifest, notice or other document.

14. **Events of Default and Acceleration.** Upon the occurrence and the continued existence of any of the following events of default (each, a "**Default**"), all or any part of the Indebtedness shall, at the option of Lender, become immediately due and payable without notice or demand:

(a) If an Event of Default shall occur under the BPA or if an event of default shall occur (after the expiration of the applicable grace or notice period, if any) under any

other Mortgagor obligation to Lender or any Affiliate under any Instrument or under any other mortgage, security agreement, BPA, assignment, guaranty or other agreement that now or in the future secures or relates to any of the Indebtedness ("**Security Documents**").

(b) If Mortgagor fails to perform any obligation to Lender under this Mortgage, whether or not Lender shall have performed the obligation on Mortgagor's behalf, under the paragraph of this Mortgage entitled *Lender's Right to Perform; Receiver*, and that failure shall continue unremedied or uncured for 30 days after Lender has provided Mortgagor with written notice of that failure (or such longer period of time as is necessary, but no longer than 90 days, provided Mortgagor promptly commences and diligently pursues such remedy or cure).

(c) If any warranty, representation or material written statement that has been or is in the future made to Lender or any Affiliate by Mortgagor in this Mortgage or in any Security Document, credit application, financial statement or otherwise, shall have been false in any material respect when made or furnished.

(d) If Mortgagor, without the written consent of Lender, shall sell, convey or transfer the Premises or any interest in the Premises (other than leases in the ordinary course of business) or any rents or profits from the Premises or if any mortgage, lien or other encumbrance or any writ of attachment, garnishment, execution or other legal process shall be issued against or placed upon the Premises or any interest in them or any rents or profits from them, except in favor of Lender, and is not discharged or dismissed within 30 days, or if any of Mortgagor's rights, title or interest in or to any part of the Premises or any interest in them shall be transferred by operation of law. Mortgagor's "interest" in the Premises shall be considered to include, without limitation, any right to make a division of the Premises that is exempt from the requirements of the Michigan Land Division Act, as it shall be amended (if applicable).

(e) If any law or government regulation shall impose a tax or assessment upon mortgages or debts secured by mortgages, unless Mortgagor shall, within 30 days after written notice and demand from Lender, pay all of those taxes and assessments imposed or assessed against the Indebtedness or this Mortgage.

(f) Other than liens (a) expressly consented to in writing by Lender and (b) liens expressly permitted under the terms of this Mortgage, Mortgagor's transfer by mortgage, trust deed or otherwise of a lien in all or any portion of the Premises shall constitute an Event of Default under this Mortgage, and upon such transfer, the Lender, without prior notice shall have the right to declare all sums secured hereby immediately due and payable and, upon failure by the Mortgagor to make such payment the Lender shall have the right to exercise all remedies provided in any note secured hereby, this Mortgage, any other Related Document, or otherwise at law.

15. **Remedies.** Lender shall have all rights and remedies given by this Mortgage or otherwise permitted by law. In addition, if the Indebtedness shall not be paid at Maturity, Lender shall have the right and is authorized:

(a) To collect and receive all rents, profits and other amounts that are due or shall in the future become due under the terms of any leases, land contracts, Mineral Leases, or other agreements, now or later in effect, by which the Premises or any interest in them are then being sold or leased, and to exercise any other right or remedy of Mortgagor under any lease, land contract, other agreement or Mineral Lease; but Lender shall have no obligation to make any demand or inquiry as to the nature or sufficiency of any payment received or to present or file any claim or take any other action to collect or enforce the payment of any amounts to which Lender may become entitled, and Lender shall not be liable for any of Mortgagor's obligations under any lease, land contract, other agreement or Mineral Lease.

(b) To obtain or update abstracts of title, title searches, title insurance and surveys with respect to the Premises, and Mortgagor shall reimburse Lender for all costs of doing so, together with interest at the Default Rate.

(c) To foreclose this Mortgage by action under applicable law.

(d) To sell, release and convey the Premises at public sale, and to sign and deliver to the purchasers at the sale good and sufficient deeds of conveyance, paying any surplus funds, after payment of the Indebtedness in full and the expenses of the sale, including attorney fees as provided by law, to Mortgagor, all in accordance with Chapter 32 of the Michigan Revised Judicature Act, as it may be amended from time to time, and any similar statutory provisions that may in the future be enacted in addition to Chapter 32 or in substitution for it. The Premises may, at the option of Lender, be sold in one parcel.

All rights and remedies of Lender under this Mortgage, whether or not exercisable only on default, shall be cumulative and may be exercised from time to time, and no delay by Lender in the exercise of any right or remedy shall be a waiver of it, and no single or partial exercise of any right or remedy shall prevent other or further exercise of it or the exercise of any other right or remedy, except to the extent otherwise provided by law. In this Mortgage, "**Maturity**" means the time when the Indebtedness shall be or shall become due and payable, whether by the terms of the Instruments or under the paragraph of this Mortgage entitled *Events of Default and Acceleration* or otherwise.

16. **Security Interest In Fixtures.** Mortgagor grants to Lender a security interest in all of its rights, title and interest in and to all fixtures now or in the future located on the Premises. This Mortgage is intended to be effective as a financing statement filed as a fixture filing. If the Indebtedness is not paid at Maturity, Lender, at its option, may enforce this security interest in fixtures under the Michigan Uniform Commercial Code or other applicable law or may include fixtures in any foreclosure of this Mortgage under the paragraph of this Mortgage entitled *Remedies*. Any requirement of reasonable notice with respect to any sale or other disposition of fixtures under the Uniform Commercial Code shall be met if Lender sends the notice at least 10 days before the date of sale or other disposition.

17. **Indemnification.** Mortgagor shall indemnify and hold harmless Lender with respect to any and all claims, demands, causes of action, liabilities, damages, losses, judgments

and expenses (including reasonable attorney fees) that shall be asserted against or incurred by Lender by reason of (i) any representation or warranty by Mortgagor in this Mortgage being inaccurate in any material respect when made, (ii) any failure of Mortgagor to perform any of Mortgagor's obligations under this Mortgage, or (iii) any past, present or future condition or use of the Premises (whether known or unknown), other than an excluded condition or use, including, without limitation, liabilities arising under any Environmental Law, unless such claims result from Lender's activities at the Premises. An "**excluded condition or use**" is one that both (A) does not exist or occur, to any extent, at any time before Mortgagor has permanently given up possession and control of the Premises by reason of a foreclosure of this Mortgage or Lender's acceptance of a conveyance of the Premises to Lender in lieu of foreclosure or the release or discharge of this Mortgage as part of a transaction including the conveyance of the Premises and (B) was not caused or permitted to exist, in whole or part, by any act or omission of Mortgagor. Indemnification by Mortgagor under this Paragraph shall not limit any other right or remedy (including Lender's right to accelerate payment of the Indebtedness) that is available to Lender by reason of the circumstance in respect of which indemnity is made. Mortgagor's obligations under this Paragraph shall survive foreclosure of this Mortgage and any conveyance of the Premises in lieu of foreclosure.

18. Waivers.

(a) Mortgagor and any other Person who in the future obtains a mortgage or lien upon, or any other interest in, the Premises waives, with respect to any foreclosure of this Mortgage and to the extent allowed by applicable laws, (i) any right to marshaling of the Premises, and (ii) the benefit of any stay, extension, exemption or moratorium law, now existing or enacted in the future.

(b) Lender may at any time release all or any part of the Premises from the lien of this Mortgage or release the liability of any Person for the Indebtedness, with or without consideration and without giving notice to, or obtaining the consent of, the holder of any mortgage or lien upon, or other interest in, the Premises. A release shall not impair or affect the validity or priority of this Mortgage, regardless of the effect of the release upon the mortgage, lien or other interest or the holder of it. This subparagraph does not imply that Lender consents to the placing of a mortgage, lien or other encumbrance on the Premises.

(c) Mortgagor (i) waives notice of any advances or other extensions of credit included in the Indebtedness, (ii) waives any right to require Lender to sue upon or otherwise enforce payment of the Indebtedness or to enforce any security for it before exercising its rights and remedies under this Mortgage, and (iii) agrees that the validity and enforceability of this Mortgage shall not be impaired or affected by any failure of Lender to obtain or perfect, or to secure priority of, any other security at any time given, or agreed to be given, by any Person for the Indebtedness.

(d) Lender is authorized, from time to time and without notice to or consent of Mortgagor and with or without consideration, to give and make any extensions, renewals, modifications, waivers, settlements and compromises, on such terms and conditions as Lender may see fit, with regard to any security for the Indebtedness that is not owned by

Mortgagor. Any of these actions shall not impair or affect the validity or enforceability of this Mortgage.

19. **Expenses.** Mortgagor shall pay to Lender on demand all expenses, including reasonable attorney fees and legal expenses, paid or incurred by Lender in enforcing this Mortgage, including, without limitation, taking any action in any bankruptcy, insolvency or reorganization proceeding concerning Mortgagor or foreclosing this Mortgage by advertisement or by action. The expenses shall bear interest, from the date paid by Lender, at the Default Rate.

20. **Application of Proceeds.** Subject to the provisions of the paragraph of this Mortgage entitled *Proceeds of Insurance and Condemnation*, if any rents or profits or any proceeds of insurance or proceeds of any condemnation or eminent domain award or proceeds from any sale of the Premises at foreclosure are paid to Lender, Lender shall apply the rents or profits or proceeds, in amounts and proportions that Lender shall in its sole discretion determine, to the full or partial satisfaction of any or all of the indebtedness and obligations secured by this Mortgage, including any contingent or secondary obligations, whether or not they shall then be due and payable by the primary obligor.

21. **Notices.** Any notice or other communication that this Mortgage requires or permits shall be in writing and shall be served and be effective as provided in the BPA.

22. **Governing law; Amendments and Waivers.** This Mortgage shall be governed by and interpreted in accordance with the laws of the State of Michigan, without giving effect to principles of conflict of laws. If any provision of this Mortgage is invalid, illegal, or unenforceable in any respect, then the validity, legality, and enforceability of the remaining provisions of this Mortgage shall not be affected, impaired, prejudiced, or disturbed. This Mortgage may not be modified except by a writing signed by the party to be charged. Lender's delay in exercising any right or remedy shall not be a waiver of that right or remedy. Lender's single or partial exercise of any right or remedy shall not preclude any other or future exercise of that or any other right or remedy. Lender's waiver of any Default or of any provision of this Mortgage shall not be effective unless it is in writing and signed by Lender. Lender's waiver of any right or remedy on any occasion shall not be a waiver of that right or remedy on any future occasion.

23. **Complete Agreement; Definitions.** This Mortgage contains the entire agreement between Mortgagor and Lender with respect to its subject matter and supersedes all prior and contemporaneous oral or written agreements relating to such subject matter. There are no promises, terms, conditions, or obligations with respect to such subject matter other than those contained in this Mortgage. This Mortgage may not be modified except by a writing signed by the party to be charged. In this Mortgage "**Person**" means an individual and a corporation, partnership, limited liability company, trust, association, and any other entity, "**Banking Day**" means any day, other than a Saturday or Sunday, on which Lender is open for the transaction of substantially all of its banking functions, "**including**" means "including, without limitation", "**Maturity**" means the time when the Indebtedness shall be or shall become due and payable, whether by the terms of the Instruments, under the paragraph of this Mortgage entitled *Events of Default and Acceleration*, or otherwise, and all other capitalized terms not defined in this Mortgage have the meanings given them in the BPA.

24. **Other.** This Mortgage shall be binding upon and inure to the benefit of Lender and Mortgagor and their successors, and assigns. There are no third-party beneficiaries of this Mortgage. Mortgagor and Lender have participated jointly in the negotiation of this Mortgage. In the event any ambiguity or question of intent or interpretation arises, this Mortgage shall be construed as if drafted jointly by the parties, and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provision of this Mortgage. The paragraph headings in this Mortgage are included only for convenience of reference and shall not have an effect on the interpretation of a provision of this Mortgage.

25. **Proceeds of Insurance and Condemnation.** Notwithstanding any other provision of this Mortgage (including the paragraphs of this Mortgage entitled *Insurance*, *Condemnation* and *Application of Proceeds*) or any Related Document, Mortgagor shall be permitted to apply proceeds of insurance and condemnation to the repair, rebuilding, and restoration of the Premises if (a) Mortgagor provides Lender with evidence reasonably satisfactory to Lender as to the cost of repair, rebuilding, and restoration; (b) the proceeds of insurance or condemnation and such other funds, if any, deposited with Lender are sufficient to pay in full the cost of such repair, rebuilding, and restoration; and (c) Mortgagor has reasonably satisfied Lender that it is able to continue to make its portion of all payments required under the BPA, or other Instrument or agreement between Mortgagor and Lender that replaces the BPA, during the period of repair, rebuilding, or reconstruction. If the proceeds of insurance, condemnation, and other funds are \$100,000 or less, they shall be held by Mortgagor if Mortgagor is permitted under this Mortgage to rebuild, repair, or restore. If proceeds of insurance and condemnation and such other funds exceed \$100,000, they shall be held by Lender and advanced to Mortgagor in accordance with Lender's then-current practices and requirements applicable to disbursing construction loans. Pending disbursement, all moneys on deposit with Lender shall be invested in investments directed by Mortgagor and reasonably approved by Lender. If Mortgagor elects not to repair, rebuild, or restore or if Mortgagor cannot satisfy the conditions of this paragraph, then Lender shall apply the proceeds of insurance, condemnation, and other funds as provided in the paragraph of this Mortgage entitled *Application of Proceeds*.

26. **Additional Appraisal.** Mortgagor agrees to pay the cost of any additional or supplemental appraisal of the Premises obtained by Lender during an Event of Default as Lender from time to time, in its sole reasonable discretion, deems necessary or prudent to comply with the requirements or recommendations of the Office of the Comptroller of the Currency or any other federal or state regulatory agency having supervisory authority with respect to the Lender, the Bond or the Premises. Such expenses, to the extent incurred while an Event of Default exists, shall be part of the Indebtedness secured by this Mortgage and shall be payable on demand and shall bear interest at the Bond rate until paid.

27. **Minimum Value Coverage.** In the event the outstanding balance of the Indebtedness exceeds eighty percent (80%) of the appraised value of the Premises (the "**Minimum Value**") as reasonably determined by an appraisal obtained by Lender during an Event of Default, Mortgagor shall, if the Event of Default still exists, within fifteen (15) business days after receipt of written notice from Lender, either (i) pay to Lender an amount sufficient to reduce the outstanding balance of the Indebtedness to an amount equal to the Minimum Value as of the date of such payment; or (ii) grant to or deposit with Lender (collectively "**Pledge**") additional collateral determined by Lender, in its reasonable discretion, to have a current market

value sufficient when added to the appraised value of the Premises to increase the Minimum Value as of the date of such Pledge to an amount equal to or greater than the outstanding amount of the Indebtedness; or (iii) any combination of payments and Pledges which would result in the outstanding amount of the Indebtedness being equal to or less than the Minimum Value as of the date of such payment and Pledge. Failure of Mortgagor to take such action within fifteen (15) business days after receipt of written notice from Lender shall be deemed an Event of Default under this Mortgage and no additional cure period shall be allowed.

EACH OF MORTGAGOR AND LENDER (BY ACCEPTING THIS MORTGAGE) IRREVOCABLY AND UNCONDITIONALLY WAIVES ITS RIGHT TO A TRIAL BY JURY IN ANY ACTION, INCLUDING A CLAIM, COUNTERCLAIM, CROSS-CLAIM, OR THIRD-PARTY CLAIM ("CLAIM"), THAT IS BASED UPON, ARISES OUT OF, OR RELATES TO THIS MORTGAGE OR THE INDEBTEDNESS, INCLUDING A CLAIM BASED UPON, ARISING OUT OF, OR RELATING TO ANY ACTION OR INACTION OF LENDER IN CONNECTION WITH THE ACCELERATION OF THE INDEBTEDNESS OR ENFORCEMENT OF THIS MORTGAGE.

[signature page follows]


Mortgagor has signed this Mortgage as of the date stated on the first page.

WALDEN GREEN MONTESSORI,
a Michigan nonprofit corporation and public school
academy

By: 
Todd Lucas
Its: President

STATE OF MICHIGAN)
) ss.
COUNTY OF Ottawa)

This instrument was acknowledged before me on July 1st, 2022, by Todd Lucas, the President of Walden Green Montessori, a Michigan nonprofit corporation, for the corporation.


Notary Public, State of Michigan, County of Ottawa
My commission expires June 17, 2026
Acting in the County of Ottawa

PREPARED BY AND RETURN TO:
Rob M. Davies
WARNER NORCROSS & JUDD LLP
1500 Warner Building
150 Ottawa Ave NW
Grand Rapids, Michigan 49503-2487
Telephone: (616) 752-2000
26874025

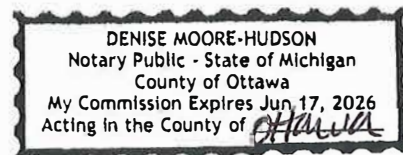


EXHIBIT A

DESCRIPTION OF PREMISES

LAND SITUATED IN THE CITY OF FERRYSBURG, COUNTY OF OTTAWA, STATE OF MICHIGAN DESCRIBED AS FOLLOWS:

THE SOUTH 23.3 RODS OF THE WEST 39 RODS OF THE EAST 1/2 OF THE SOUTHWEST 1/4, SECTION 9, TOWN 8 NORTH, RANGE 16 WEST, TOWNSHIP OF SPRING LAKE, NOW CITY OF FERRYSBURG

EXCEPT THE NORTH 225 FEET OF THE WEST 175 FEET OF THE SOUTH 23.3 RODS OF THE WEST 39 RODS OF THE EAST 1/2 OF THE SOUTHWEST 1/4 OF SECTION 9, TOWN 8 NORTH, RANGE 16 WEST

Jun. 26. 2007 2:18PM

No. 6238 P. 2

CERTIFICATE OF USE AND OCCUPANCY

PERMANENT

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

**Building Permit No. B023592
Walden Green School
17339 Roosevelt Road
Ferryburg, Michigan
Ottawa County**

The above named building of Use Group E and Construction Type 5B 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**

June 26, 2007

CERTIFICATE OF USE AND OCCUPANCY

PERMANENT

Michigan Department of Licensing and Regulatory Affairs

Bureau of Construction Codes/Building Division

P.O. Box 30254

Lansing, MI 48909

Authority: 1972 PA 230

(517) 241-9317

Building Permit No: BLDG19-00956

17339 ROOSEVELT RD

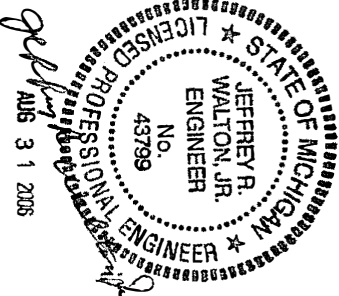
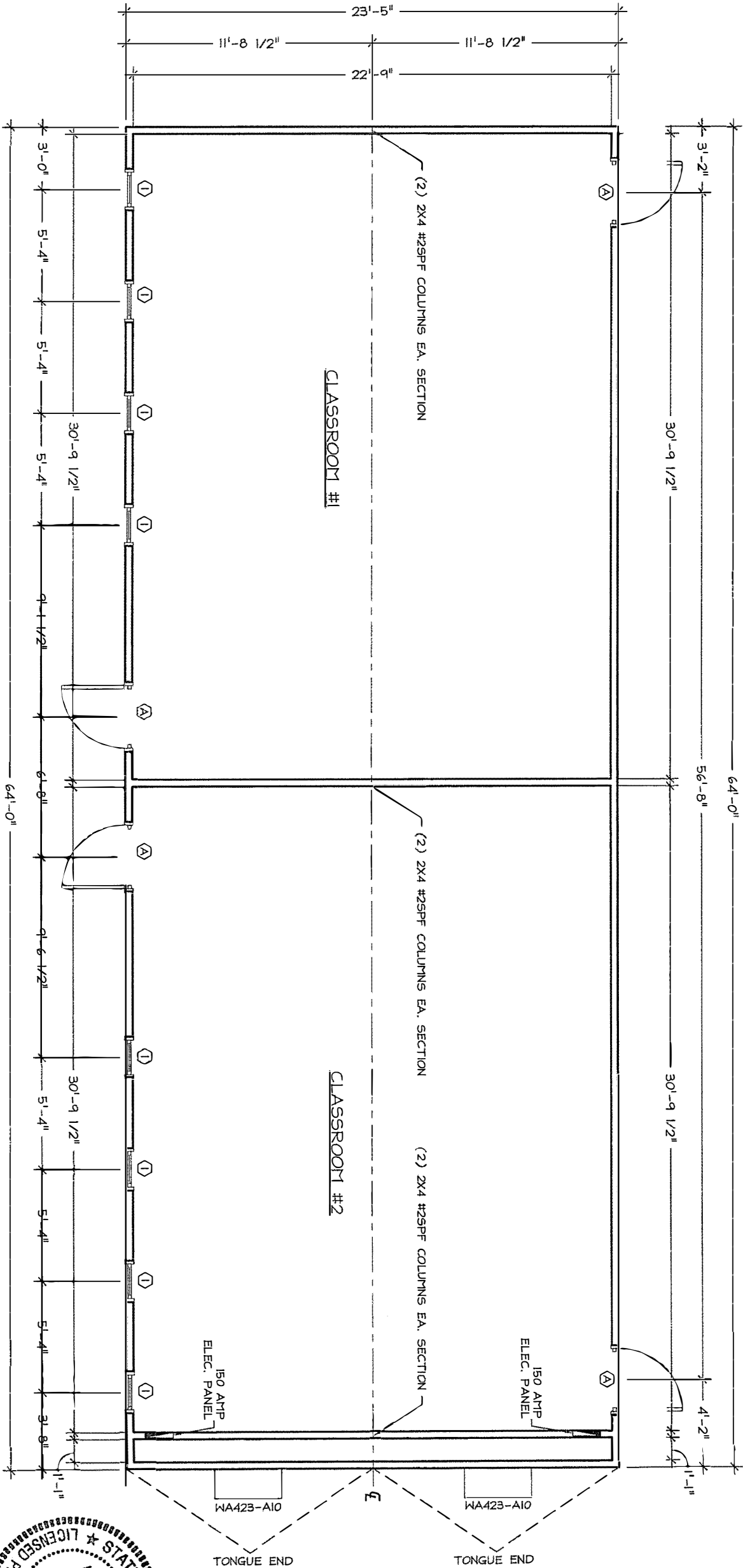
FERRYSBURG, MI 49456

COUNTY: OTTAWA

The above named building of Use Group E, Education and Construction Type 5B is approved for use and occupancy.

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

Print Date: 01/21/2020



BUILDING NOTES:

1. BUILDING IS NOT TO BE LOCATED IN A DESIGNATED FIRE ZONE.
2. BUILDING SHALL BE LOCATED MORE THAN 10'-0" AWAY FROM ANY OTHER BUILDING, PROPERTY LINE OR ANY INTERIOR LOT LINE BETWEEN IT.
3. DRINKING FOUNTAINS AND SERVICE SINKS SHALL TO BE PROVIDED AND INSTALLED ON SITE BY OTHERS.(IF REQUIRED)
4. SUFFICIENT NUMBER OF HANDICAP ACCESSABLE RESTROOMS SHALL BE LOCATED WITHIN 500'-0" OF THIS BUILDING. (IF REQUIRED)
5. THIS BUILDING CAN BE DUPLICATED AND BUILT AS A MIRROR IMAGE
6. DATA PLATES AND STATE LABELS WILL BE LOCATED NEXT TO ELECTRICAL PANELS.
7. DOUBLE JAMB STUDS ARE REQUIRED ON EACH SIDE OF EXTERIOR WALL OPENINGS. (ONLY 60PSF UNITS)
8. ROOF TRUSSES ARE REQUIRED DIRECTLY ABOVE AND FLOOR JOISTS ARE REQUIRED DIRECTLY BELOW THE MIDDLE INTERIOR PARTITION WALL. (ONLY 60PSF UNITS)

1 FLOOR PLAN

Scale: 3/16" = 1'-0"

WINDOW AND DOOR SCHEDULE		
NO.	QTY.	DESCRIPTION
(A)	4	3'-0" X 6'-8" INSUL. STEEL DBL. DOOR W/ ALUM. JAMB
(1)	8	2453 DIG, ALUM. FRAME. SILL HGT. 28 1/2" A.F.F.

WINDOW AND DOOR SCHEDULE				
NO.	QTY.	DESCRIPTION	ROUGH OPENING	HEADER
(A)	4	3'-0" X 6'-8" INSUL. STEEL DBL. DOOR W/ ALUM. JAMB		2-2X4 #2 SPF ON EGDE
(1)	8	2453 DIG, ALUM. FRAME. SILL HGT. 28 1/2" A.F.F.	24 3/8" X 53 9/16"	2-2X4 #2 SPF ON EGDE

GREAT LAKES
COMMERCIAL SPACE, LLC
1216 SHEARER RD.
GREENVILLE, MI 48838.
PHONE # (616) 225-9800

FLOOR PLAN
CLASSROOM
24'-0" X 64'-0" (BOX)
1,536 SQ. FT.

DATE: 06/13/2006
SHEET NO.

PLAN #: CC494
3

**AMENDMENT TO LEASE AGREEMENT
(LEASE TERM RENEWAL)**

LESSEE: Walden Green Montessori 17339 Roosevelt Road Spring Lake, MI 49456	EQUIPMENT LOCATION: Walden Green Montessori 17339 Roosevelt Road Spring Lake, MI 49456
---	---

Serial #: CPX-73299

Value: \$64,540.00

By this Amendment, Apple Mobile Leasing and the Lessee (listed above) agree to modify the original lease agreement, dated 3/20/15 as set forth below.

1. The rental term for the equipment identified above shall be renewed from 9/1/21 through 8/31/24 (the "Lease Renewal Term").
2. The rental rate per month during the Lease Renewal Term shall be \$1,122.00 plus applicable taxes, which Lessee agrees to pay Lessor each month during the Lease Renewal Term.
3. Knockdown and return freight shall be at the Lessor's prevailing rate at the time the Equipment is returned unless otherwise specified herein.
4. 36 Month Lease Renewal
5. All other Terms and Conditions of the original Lease Agreement shall remain the same and in full force and effect.

ACCEPTED:

LESSEE: Walden Green Montessori

LESSOR: Apple Mobile Leasing

Signature: Todd Lucas

Signature: Katie Greene

Print Name: Todd Lucas

Print Name: Katie Greene

Title: Board President

Title: GM

Date: April 26, 2021

Date: 4/28/21

**AMENDMENT TO LEASE AGREEMENT
(LEASE TERM RENEWAL)**

LESSEE: Walden Green Montessori 17339 Roosevelt Road Spring Lake, MI 49456	EQUIPMENT LOCATION: Walden Green Montessori 17339 Roosevelt Road Spring Lake, MI 49456
--	--

Serial #: CPX-73299

Value: \$64,540.00

By this Amendment, Apple Mobile Leasing and the Lessee (listed above) agree to modify the original lease agreement, dated 3/20/15 as set forth below.

1. The rental term for the equipment identified above shall be renewed from 9/1/19 through 8/31/21 (the "Lease Renewal Term").
2. The rental rate per month during the Lease Renewal Term shall be \$1,122.00 plus applicable taxes, which Lessee agrees to pay Lessor each month during the Lease Renewal Term.
3. Knockdown and return freight shall be at the Lessor's prevailing rate at the time the Equipment is returned unless otherwise specified herein.
4. 24 Month Lease Renewal
5. All other Terms and Conditions of the original Lease Agreement shall remain the same and in full force & effect.

ACCEPTED:

LESSEE: Walden Green Montessori

LESSOR: Apple Mobile Leasing

Signature: Mark Roessing

Signature: Katie Greene

Print Name: Mark Roessing

Print Name: Katie Greene

Title: Director

Title: General Manager

Date: 6/28/19

Date: 7/2/19

MASTER LEASE AGREEMENT

This LEASE AGREEMENT made as of 20th day of March, 2015, by and between **APPLE MOBILE LEASING, INC.**, an Ohio corporation, of 2871 West 130th Street, Hinckley, OH 44233, hereinafter referred to as "Lessor", and **WALDEN GREEN MONTESSORI**, a Michigan nonprofit corporation, of 17339 Roosevelt Rd., Spring Lake, MI 49456, hereinafter referred to as "Lessee",

1. Description of Property: In consideration of the rents and covenants herein Lessor hereby leases to Lessee the following described doublewide modular building unit:

Lessee may not remove the modular unit from the site designated herein without the prior written approval of the Lessor.

Site Location: 17339 Dm Roosevelt Rd., Spring Lake, MI 49456

Lessee accepts the modular unit and any equipment thereon in its existing condition, AS IS.

2. Term Of The Lease; Option to Renew: The term of this lease shall be for sixty (60) months commencing as of September 1, 2014 and ending on August 31, 2019, both dates inclusive, unless sooner terminated as herein provided.

Option to Renew. Lessee shall have the option to renew this lease upon the expiration of the initial terms for two (2) additional terms of five (5) years each by giving written notice of renewal to Lessor one hundred twenty (120) days before this lease expires. The renewal shall be on the same terms and conditions as stated in this Lease. This option is further conditioned upon timely payment of all lease payments during the initial lease term.

3. Rent: Lessee shall pay to Lessor monthly rent in the amount of \$1,122.00 per month. The accrued and unpaid rent for the period of September 1, 2014 through March 1, 2015 shall be postmarked by March 20, 2015.

A. Lessee shall pay all rent, additional rent or other charges due from Lessee at the address listed for the Lessor above (or such other address as Lessor may designate in writing) in advance on the first day of each month of the lease. Any payment not postmarked within five (5) days of the due date shall be assessed a late fee of \$75.00 and any payment not postmarked by the fifteenth (15th) day of the month shall be assessed an additional late fee of \$75.00.

4. Utilities: Lessee shall pay all charges for gas, electricity, light, heat, power and internet, telephone or other communication service used, rendered or supplied in connection with the modular unit, and shall indemnify the Lessor against any liability or damages on such account.

5. Ownership; Inspection. The modular unit shall at all times remain the sole and exclusive property of Lessor and Lessee shall not assign this lease or any rights accruing hereunder without the expressed, written consent of Lessor. Nothing contained herein shall amount to a sale of said property nor shall any portion of the rent be applied toward an agreement to purchase the property. Lessor reserves the right to make reasonable inspections of the modular unit and may require that any reasonable repairs or maintenance be performed as a result of said inspection(s).

6. Insurance:

A. Lessee shall, at its own expense, maintain policies of fire and extended coverage insurance on the modular unit leased in an amount equal to the full insurable value thereof, which policy shall name Lessor as an additional insured. Lessee shall provide to Lessor evidence that such insurance is in force.

B. Lessee shall, at its own expense, provide and keep in force general public liability insurance protecting Lessee and Lessor against all claims for damages to a person or property or for loss of life or of property occurring upon, in, or about the modular unit, with limits of not less than One Million & 00/100ths (\$1,000,000.00) Dollars.

C. Every policy or policies of insurance issued pursuant to this paragraph shall be issued by a company or companies licensed in Michigan and will provide that such policy or policies will not be canceled without the insurance company first giving Lessor written notice thereof of at least ten (10) days before such cancellation shall become effective.

D. Lessee agrees to protect, defend, indemnify and hold harmless Lessor from any and all liabilities, losses, damages, claims, demands or judgments of any nature whatsoever arising from any injury to or the death of any person, or damage to property, in any manner growing out of or in connection with the use, non-use, condition or occupation of the leased premises or any part thereof, or the ownership, occupancy or use thereof, whether by Lessor, Lessee, or any other person, from and after the commencement of the term hereof until the premises are re-delivered to Lessor upon the termination of this lease, or any extension thereof, provided, however, that Lessee shall be relieved from and shall have no further obligation to defend and indemnify Lessor as specified herein, if, and so long as Lessee shall obtain and maintain in force general public liability insurance covering Lessor as the insured, and providing the same extent and amount of coverage as Lessee is required to obtain for itself under this paragraph.

7. Maintenance: The Lessee, at its own expense, shall make all necessary repairs and replacements to the modular unit, both interior and exterior. Such repairs and replacements, interior and exterior, ordinary as well as extraordinary, and structural as well as nonstructural, shall be made promptly as and when necessary. All repairs and replacements shall be in a quality and class of work equal to original work. On the default of Lessee making such repairs or replacements, the Lessor may, but shall not be required to, make such repairs and replacements for the Lessee's account, and the expense thereof shall constitute and be collectible as additional rent. Lessee's responsibilities for repair shall not apply in the event such repair is necessitated as a result of latent structural defects existing at the time of possession even if later discovered.

Lessor shall undertake, within a reasonable period of time following the execution of this lease, the following repairs at Lessor's expense:

A. The left front door of the modular (left side) has a lock that sticks and will be repaired.

B. The three electric outlets on the left side of the modular unit which were not working at the time of possession shall be repaired by Lessor.

C. The front door to the modular will be repaired to address leaking issues.

8. **Alterations or Improvements:** Lessee shall not make any alterations, additions or improvements to the modular unit except with the written consent of Lessor. Any alterations, additions or improvements made by the Lessee after such consent shall have been given, and any fixtures installed as a part thereof, shall at the Lessor's option become the property of Lessor upon expiration or other sooner termination of this lease. Provided, however, that the Lessor shall have the right to require Lessee to remove such fixtures, additions or improvements as the Lessee's cost upon such termination of this lease; provided that in the event of such removal, Lessee shall make all repairs necessitated by such removal so as to leave the modular unit in a like condition as when taken except for ordinary wear and tear.

9. **Compliance with Laws:** Lessee, under penalty of forfeiture and damages, agrees to promptly comply with all of the statutes of the State of Michigan, the rules and regulations of the Board of Fire Underwriters, and the ordinances or regulations of any applicable municipality or governmental agency with respect to the use of said modular unit and agrees to save Lessor harmless from any and all penalties, fines or liabilities from failure to so comply.

10. **Default:** Lessee shall observe and perform all of the covenants and conditions contained herein, and if default shall be made by the Lessee in the payment of rent or if the Lessee shall fail to perform any other of said covenants or conditions or if said leased premises shall be deserted or vacated by Lessee, the Lessor may, without notice, at its option, declare this lease terminated, and may reenter the modular unit and remove all persons and property from the same, using all necessary force to do so; and Lessee expressly waives all service of any demand or notice prescribed by any statute whatsoever. Lessee agrees that if the estate created herein shall be taken in execution, or by other process of law, or if Lessee shall be declared bankrupt or insolvent, according to law, or any receiver be appointed for the business and property of Lessee, or if any assignment shall be made of Lessee's property for the benefit of creditors, then and in such event this lease may be canceled at the option of Lessor. In the event Lessor shall obtain possession by reentry, summary proceedings, or otherwise, Lessee agrees to pay Lessor the expenses incurred in obtaining possession of said premises (including but not limited to actual and reasonable attorney fees) and all other losses or damages incurred by Lessor.

11. **Removal Upon Termination:** Upon termination of the Lease, either as a result of expiration or termination of the Lease, Lessee shall pay to Lessor the sum of \$6,460.00 for the cost of tear down and removal of the modular unit from its location. Lessee shall in addition be responsible for all costs to remove and terminate utility hookups.

12. **Assignment or Subletting:** The Lessee shall not assign or sublet or permit the modular unit nor any part thereof to be used by others without the prior written consent of the Lessor.

13. **Attorney Fees:** In the event of any default of any payment of sums due hereunder or other default of this lease agreement and the failure by Lessee to cure said default as provided in the Lease, the Lessee agrees to pay any and all costs and expenses of enforcing the Lease, including but not limited to actual and reasonable attorney fees (whether or not legal proceedings are commenced), and including all other costs and expenses incurred with respect to enforcement of the Lease or collection of sums due hereunder.

14. **Laws of Michigan to Govern:** This Lease shall be interpreted and construed under the laws of the State of Michigan.

15. **Final Agreement of Parties and Modification:**

A. The terms and conditions contained above contained in this Lease, along with any addendums and exhibits, shall herein be conclusively deemed the complete agreement between the Lessee and the Lessor.

B. No modifications of this Lease or any of its terms, conditions or promises shall be binding upon the parties unless made in writing and signed by the party sought to be bound.

C. If any provision of this Lease should be or become invalid, such invalidity shall not in any way affect any of the other provisions of this Lease which shall continue to remain in full force and effect.

D. Should Lessor waive any provisions of this Lease on one or more occasions, such conduct shall not be construed as any waiver of Lessor's right to enjoin a future or further breach of such provision or declare a default under the provisions of this Lease.

THIS LEASE AGREEMENT MAY BE EXECUTED IN COUNTERPART AND SHALL BE EFFECTIVE UPON SIGNATURE BY BOTH PARTIES HERETO.

BY SIGNING BELOW, I/WE HAVE READ THE FOREGOING AND AGREE TO SAME AND ACKNOWLEDGE DELIVERY OF A COPY OF THE LEASE:

LESSEE: WALDEN GREEN MONTESSORI

BY: Sandra M. Kuhn, Lessee
Its. Board President
Dated: 3/20, 2015

LESSOR: APPLE MOBILE LEASING, INC.

BY: [Signature], Lessor
Its. 3/24/15
Dated: 3/24/15, 2015

CERTIFICATE OF USE AND OCCUPANCY

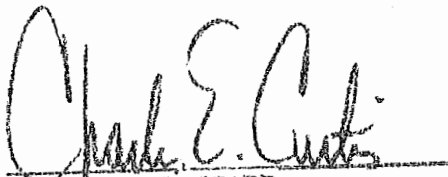
PERMANENT

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. B036141
Walden Green Montessori School
17339 Roosevelt Road
Spring Lake, Michigan
Ottawa 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.

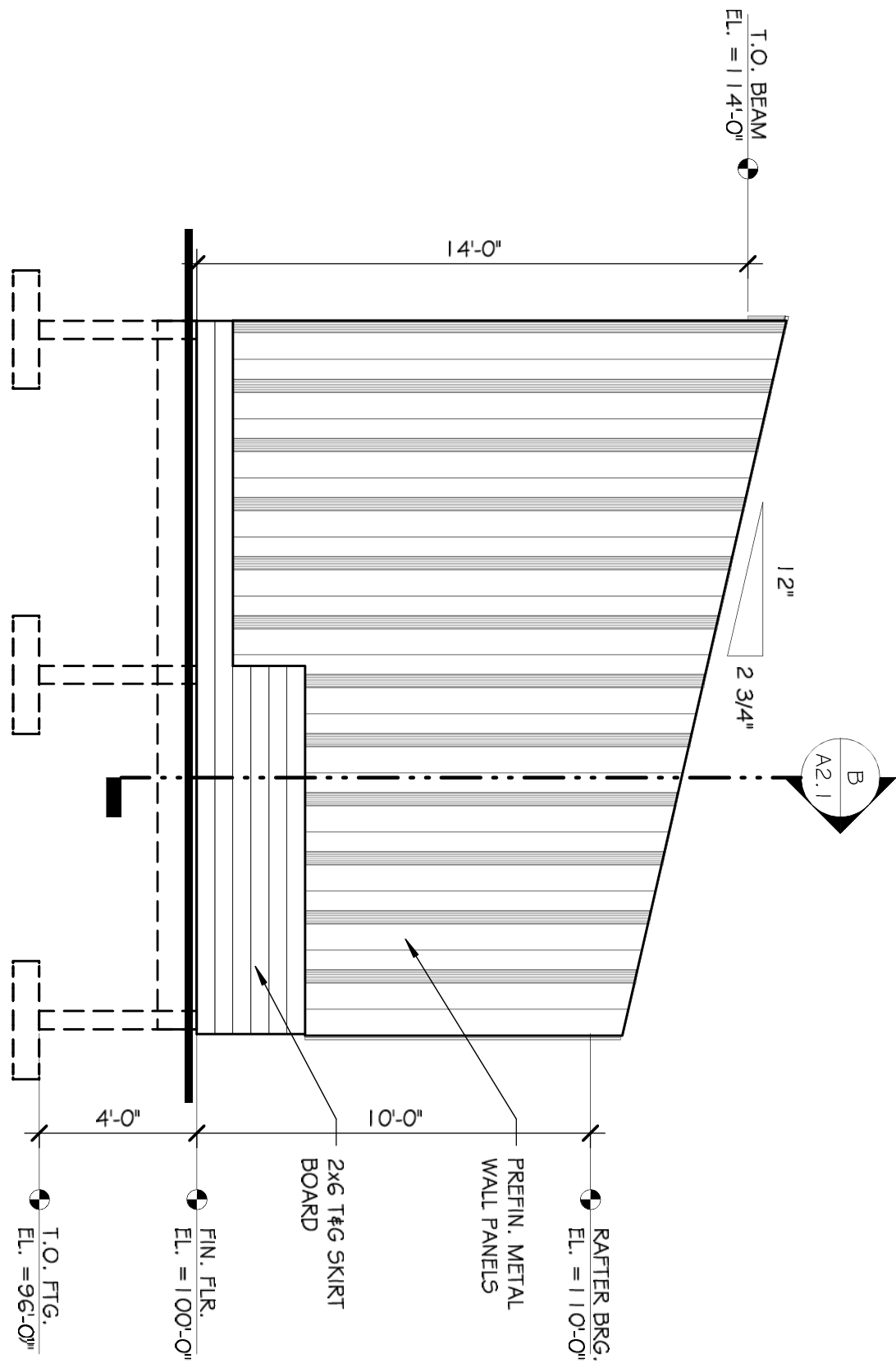
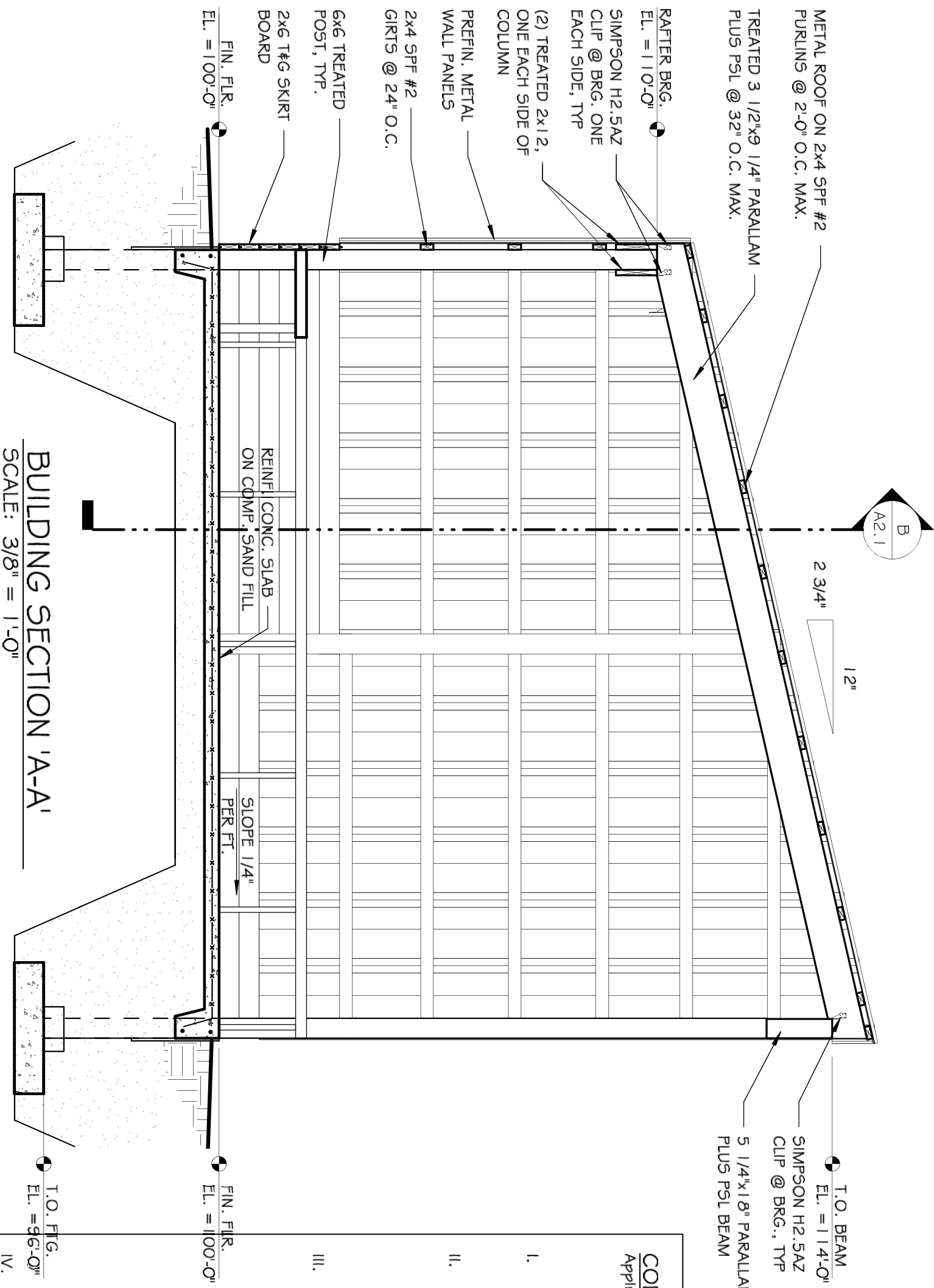
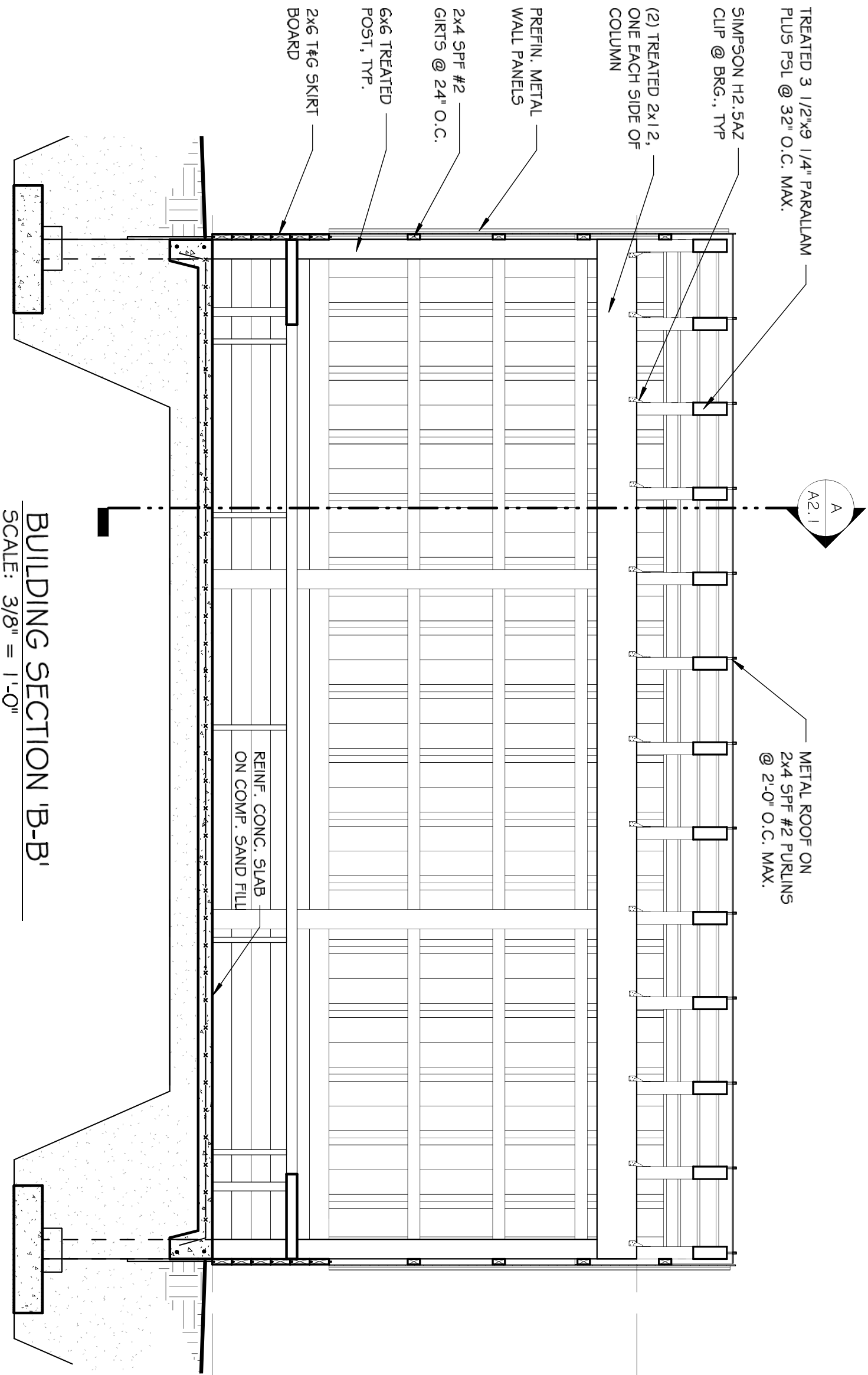


Todd Y. Cordill, NCARB

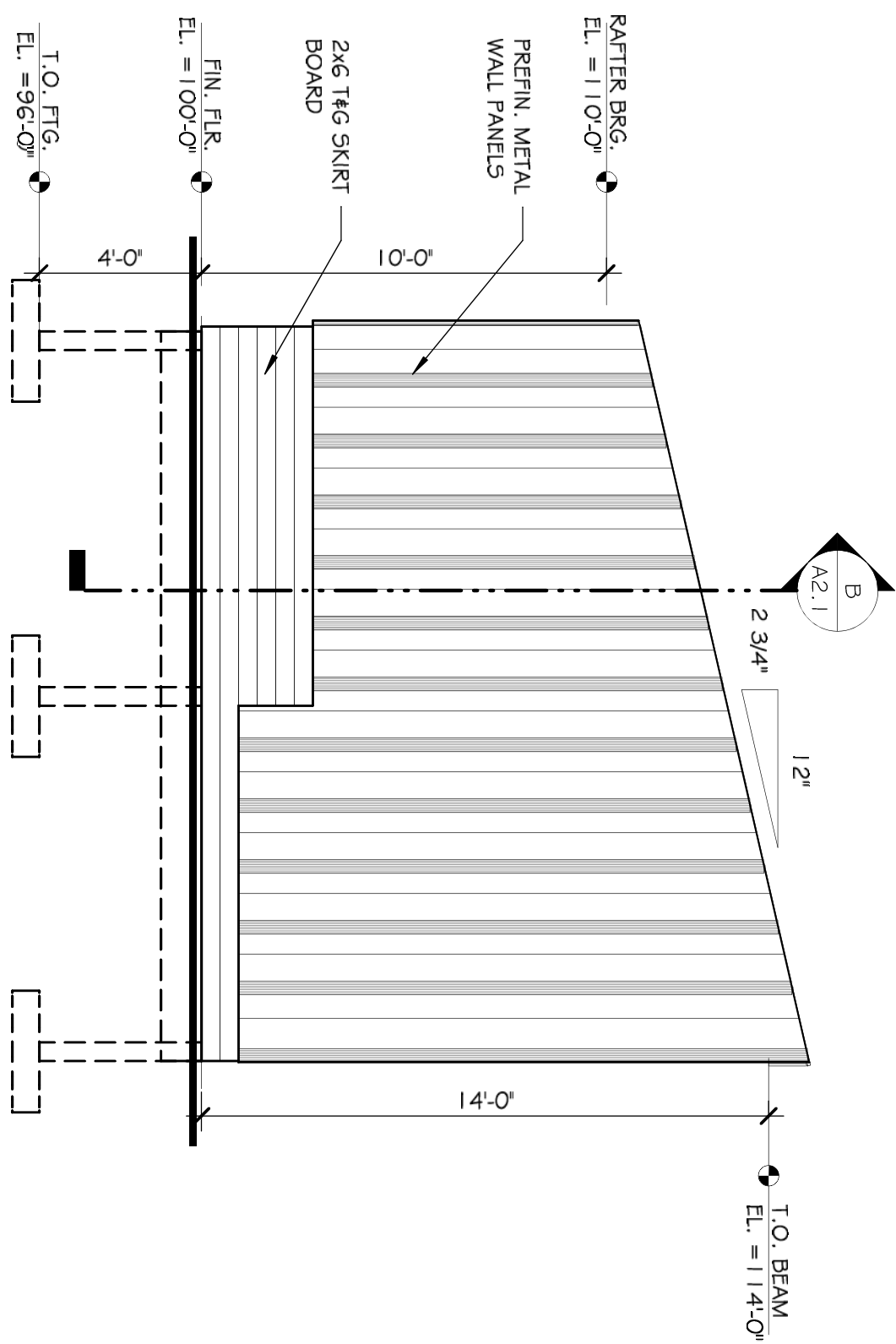
Chief

Charles E. Curtin, Assistant Chief
Building Division

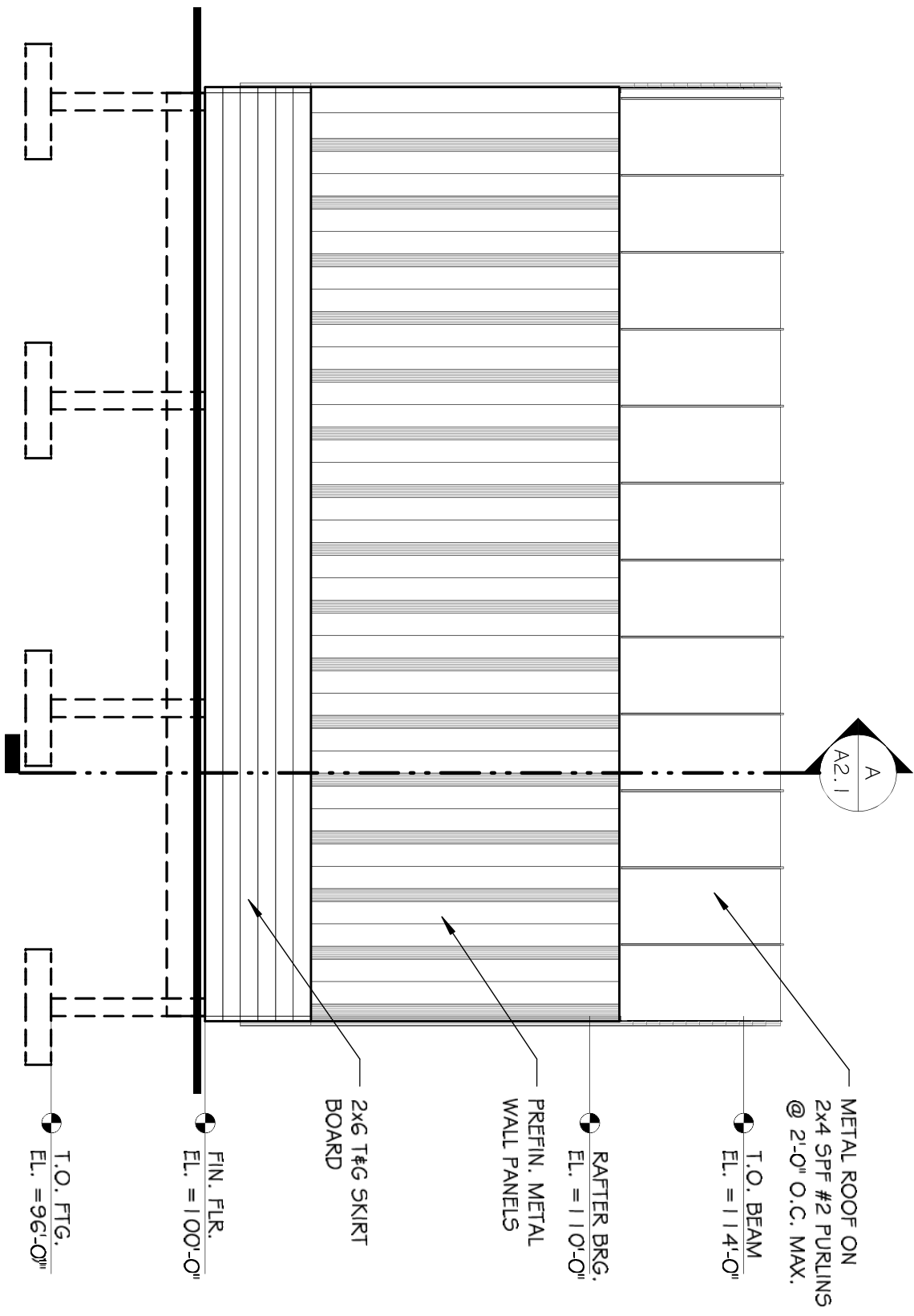
November 20, 2014



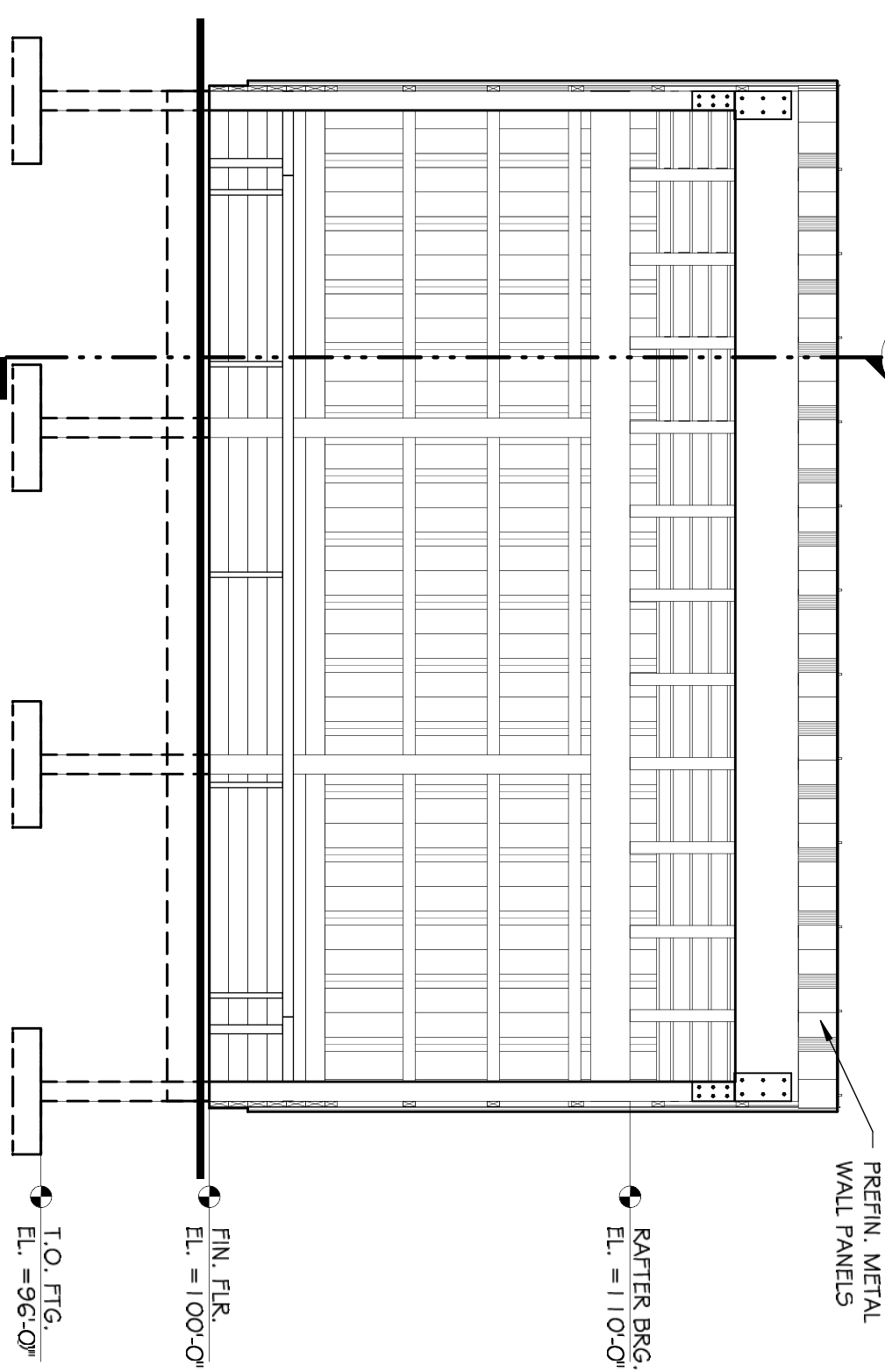
RIGHT ELEVATION
SCALE: 1/4" = 1'-0"



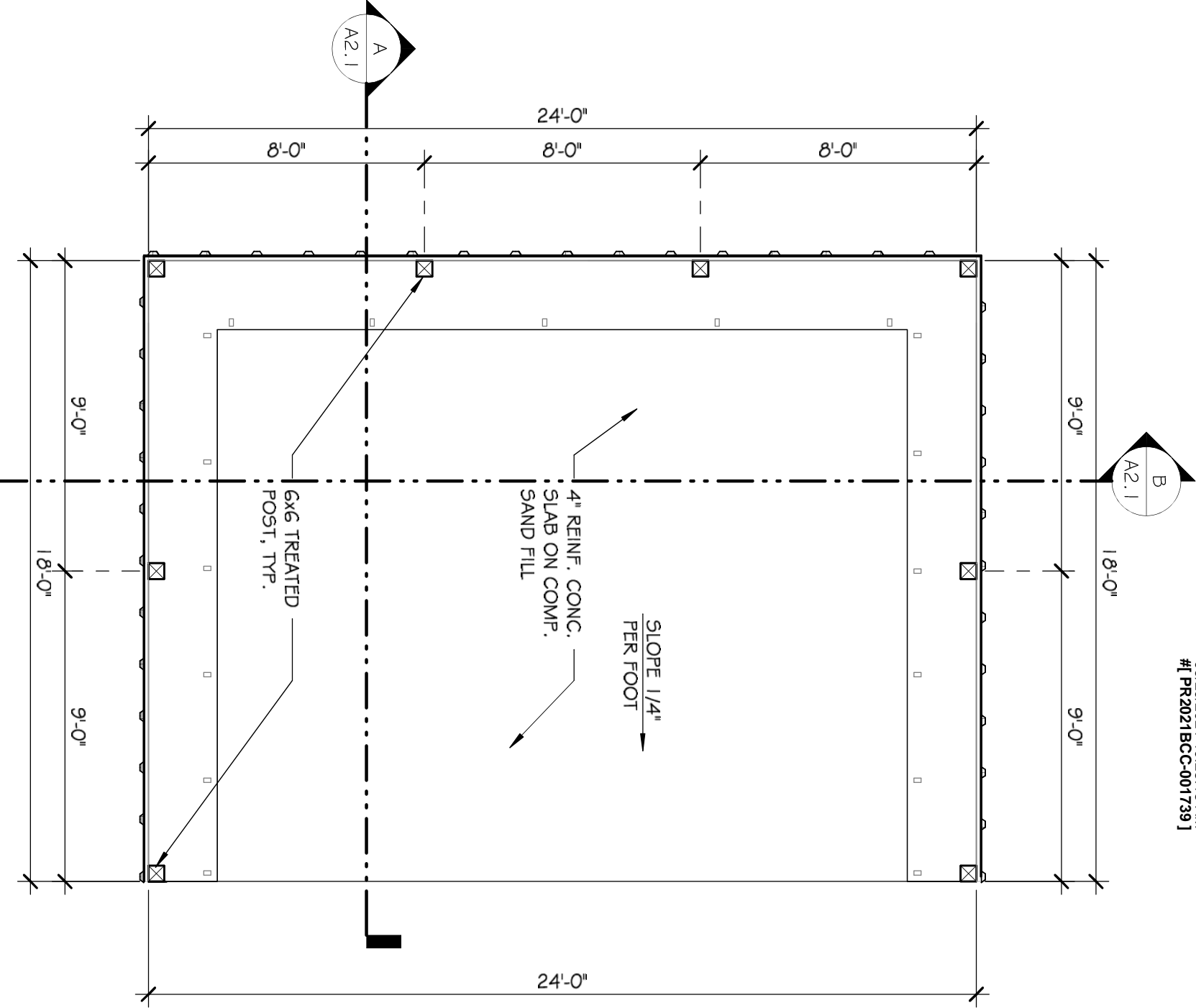
LEFT ELEVATION
SCALE: 1/4" = 1'-0"



REAR ELEVATION
SCALE: 1/4" = 1'-0"




FRONT ELEVATION
SCALE: 1/4" = 1'-0"



FLOOR PLAN
SCALE: 1/4" = 1'-0"

SHEET INDEX	
NO.	DESCRIPTION
A2.1	FLOOR PLAN ELEVATIONS
C1.1	SITE PLAN
51.1	FOUNDATION PLAN ROOF FRAMING PLAN DETAILS
51.2	FLOOR PLAN

CODE ANALYSIS	
Applicable Codes and Editions: Michigan Building Code (MBC): 2015 National Electric Code: 2017 Americans with Disabilities Act Accessibility Guidelines: 2010 ADA-ABA	
I. USE GROUP:	Unseparated Required Separation of Occupancies Not Required
II. HEIGHT & AREA	MBC Table 504.3 - Type V-1; Allowable Height: 40'-0" High 1 Story Allowable Area: 6,000 s.f.; Table 506.2) Actual Height: 15'-0", 1 story Actual Area: 432 s.f.;
III. TYPES OF CONSTRUCTION	Type V-1; Non Combustible materials, except as where is permitted in Section 603. Building Elements Fire Resistance Ratings: Bearing walls: Exterior - 0 Hours Interior - 0 Hours (Table 601) Non Bearing wall partitions: Exterior - 0 hours Interior - 0 Hours (Table 602) Floor Construction and all secondary members: Roof Construction and all secondary members: 0 hours Fire Wall Fire Resistance Rating: NR Fire Barrier Fire Resistance Rating: NR Fire Partition Fire Resistance Rating: NR Fire Protection: NR
OCCUPANCY (Table 1004.1.2)	Occupant Load: 21 (20 S.F. per student)
MEANS OF EGRESS	Exits Required: 1 Exits Provided: 1 Travel Distance- Max Allowed: 200' Travel Distance Max Actual: 10'



BUILDING

These documents are approved for compliance with the STATE BUILDING CODE subject to field inspection and the conditions of the approval.

09/20/2021 10:28:15 AM
PR2021BC001733



Walden Green Montessori



32 MARKET AVE. S.W. SUITE 200
GRAND RAPIDS, MI 49503
PHONE: (616) 464-1740
www.orionbuilt.com

Copyright - All Rights Reserved
The drawings remain the Property Of WIP Associates And Are For Uses Authorized By The Architect Only.

Building For:

PAVILION

17339 ROOSEVELT RD.
SPRING LAKE, MI 49356

ISSUED FOR

DATE	DESCRIPTION
06/16/21	PERMITS & COMST.
09/10/21	SITE PLAN

Revision Schedule

No.	Date	Description
09.0	1	
8.21		

Drawn by: KJB

FLOOR PLAN ELEVATIONS

SCALE: AS NOTED

Sheet No.
A2.1

Project No.
21-040

Schedule 6-54

CERTIFICATE OF USE AND OCCUPANCY

PERMANENT

Michigan Department of Licensing and Regulatory Affairs

Bureau of Construction Codes/Building Division

P.O. Box 30254

Lansing, MI 48909

Authority: 1972 PA 230

(517) 241-9317

Building Permit No: BLDG21-01570

17339 ROOSEVELT RD

SPRING LAKE, MI 49456

COUNTY: OTTAWA

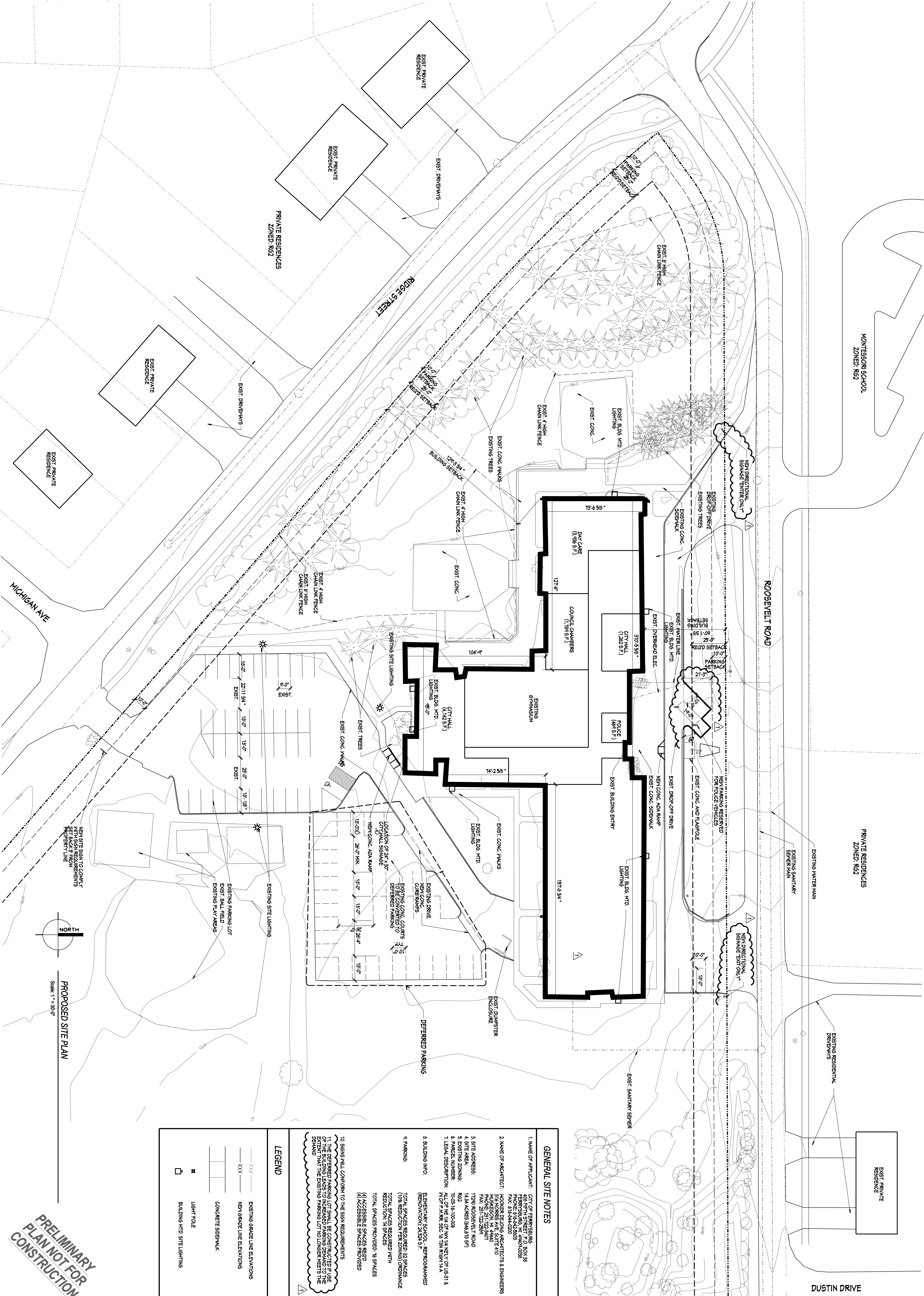
The above named building of Use Group E, Education and Construction Type 5B is approved for use and occupancy.

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

Print Date: 12/20/2021

Walden Green Montessori

17520 Ridge Ave.



GENERAL SITE NOTES

1. NAME OF APPLICANT: CITY OF FERRYSBURG
408 FIFTH STREET P.O. BOX 38
FERRYSBURG, MI 49403
PHONE: 616-344-5503
FAX: 616-344-2000
2. NAME OF ARCHITECT: HOOKER DEJONG ARCHITECTS & ENGINEERS
316 WEST MAIN STREET SUITE 410
FERRYSBURG, MI 49403
PHONE: 261-723-3407
FAX: 261-722-2547
3. SITE ADDRESS: 17240 ROOSEVELT ROAD
FERRYSBURG, MI 49403
4. SITE AREA: 16.1 ACRES (64,608 SF)
5. PARCEL NUMBER: 10035-16-100-006
6. PARCEL NUMBER: 10035-16-100-006
7. LEGAL DESCRIPTION: ALL OF NE 1/4 OF NW 1/4 NE 1/4 OF US 31 & W OF P.M.R. SEC. 16 T6N R16M 14A
8. BUILDING INFO: ELEMENTARY SCHOOL - REPROGRAMMED (RENOVATION) 24,524 S.F.
9. PARKING: TOTAL SPACES REQUIRED: 22 SPACES (10% REDUCTION IN PARKING) (OVERNIGHT) TOTAL SPACES REQUIRED WITH REDUCTION: 11 SPACES TOTAL SPACES PROVIDED: 18 SPACES (A) ACCESSIBLE SPACES REQUIRED (A) ACCESSIBLE SPACES PROVIDED
10. SIGNS WILL CONFORM TO THE SIGN REQUIREMENTS
11. THE DEFERRED PARKING LOT SHALL BE CONSTRUCTED IF USE OF THE DEFERRED PARKING LOT IS REQUIRED IN THE FUTURE. IN THE EVENT THAT THE EXISTING PARKING LOT NO LONGER MEETS THE DEMAND

LEGEND

- XXX EXISTING GRADE LINE ELEVATIONS
- XXX NEW GRADE LINE ELEVATIONS
- CONCRETE SIDEWALK
- LIGHT POLE
- BUILDING WITH SITE LIGHTING

PRELIMINARY
PLAN NOT FOR
CONSTRUCTION

C1.0

OVERALL
SITE PLAN

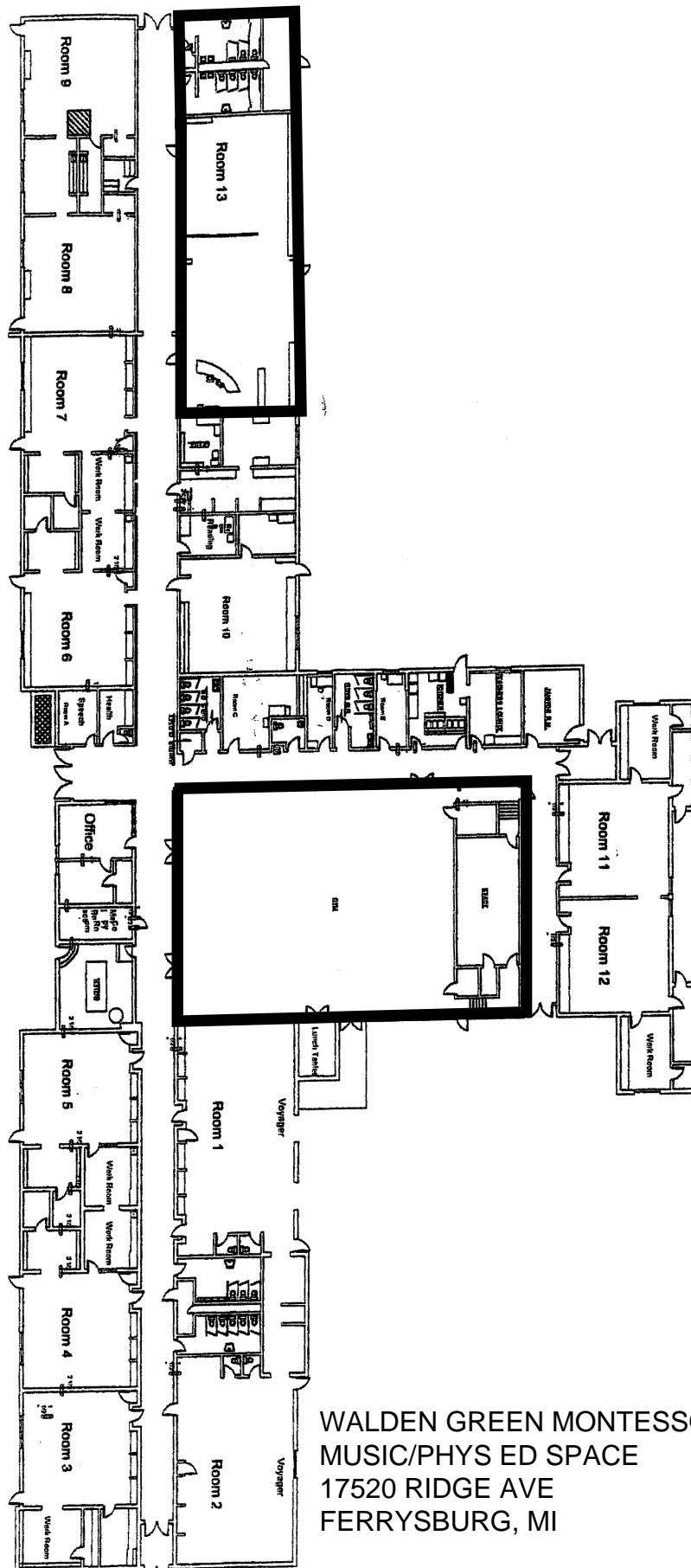
ISSUES	4/4/08
04/02/010 FOR SITE PLAN APPROVAL	
05/02/010 FOR SITE PLAN APPROVAL	
REVISIONS	
05/02/010 PLANNING COM. COMMENTS	
Copyright © 2010 Hooker Dejong Architects & Engineers, All Rights Reserved	
APPROVED BY	EAM
REVIEWED BY	
DRAWN BY	

CITY HALL RELOCATION
CITY OF FERRYSBURG

FERRYSBURG, MICHIGAN

HOOKER DEJONG
Architects & Engineers
316 Main Avenue
Muskegon, MI 49403
734.728.3407
734.728.2589

H
DJ
Walden Green Montessori



WALDEN GREEN MONTESSORI
MUSIC/PHYS ED SPACE
17520 RIDGE AVE
FERRYSBURG, MI



CITY OF FERRYSBURG

17520 RIDGE AVENUE
P.O. BOX 38
FERRYSBURG, MI 49409-0038

PHONE 616-842-5803
FAX 616-844-0200
www.ferrysburg.org

April 28, 2023

Vickie Buckner
Business Manager
Walden Green Montessori
17339 Roosevelt Road
Ferrysburg, MI 49409

RE: Lease Agreement

Dear Ms. Buckner:

The City approves your request to extend the Lease Agreement approved by the Ferrysburg City Council on June 6, 2022, until June 15, 2025, as provided for in paragraph 3 of the Agreement at the current rate.

If you have any questions, please contact me.

Sincerely,
CITY OF FERRYSBURG

A handwritten signature in black ink, appearing to read "Craig Bessinger". The signature is stylized with a large, looping "C" and a long, sweeping "B".

Craig Bessinger
City Manager

c: Mayor and City Council Members
Amber Schaner, City Clerk

LEASE

This Lease is entered between the **CITY OF FERRYSBURG**, a Michigan municipal corporation, of 17520 Ridge Avenue, Ferrysburg, Michigan 49409 ("The City"), and **Walden Green Montessori, 17339 Roosevelt Road, Ferrysburg MI 49409** ("The Tenant")

1. Premises. The City leases to the Tenant the following portions of the Ferrysburg City Hall located at 17520 Ridge Avenue in the City of Ferrysburg ("the Premises"):
 - Exclusive possession of Classroom 13 on Attachment 1.
 - Non-exclusive use of the gymnasium.
 - Non-exclusive use of the hallways and entrances/exits in the center front and center rear of the Building.
 - Non-exclusive use of the parking area, bus loop, and grounds.
2. Rights retained by City. Nothing in this Lease prevents the City from using, leasing, conveying, improving, remodeling, altering, or demolishing any portions of the building and premises that are not exclusively utilized by the Tenant provided that such uses do not interfere with the use and enjoyment of the premises that are leased by the Tenant.
3. Initial Lease Term and Extension Term. Subject to Section 3.A, the initial term of this Lease will commence on August 29, 2022, and will continue until midnight June 15, 2023, at which time the lease will terminate. The Tenant may elect to extend the term of this lease twice, for one (1) additional consecutive term of one (1) year expiring on June 15, 2024. To exercise the right to extend the lease the Tenant shall give written notice to the City Manager not later than May 31, 2023. The second additional consecutive term of one (1) year expiring on June 15, 2025. To exercise the right to extend the lease the Tenant shall give written notice to the City Manager not later than May 31, 2024. Such extension term shall be subject to the terms of Section 3.A. In the event of an extension, the monthly rent for the extension term, shall increase (but not decrease) in proportion to the increase in the cost of living during the initial lease term as published by the U.S. Bureau of Labor Statistics, All Urban Consumers.

3.A. Early Termination of Lease by the City. During the initial term or renewal term, the City may elect to terminate this Lease, and the Tenant's right of occupancy, upon not less than 6 months written notice to the Tenant.
4. Rent. Tenant will pay to the City as rent for the Premises during the Initial Lease Term, the amount of One Thousand Six Hundred and no/100 (\$1,600.00) dollars. Rent during the extension term is covered in Section 3 above.
5. Security Deposit. A security deposit of \$100.00 shall be paid to the City upon the signing of the Lease. The security deposit need not be kept in a segregated account by the City. The security deposit will serve as security for the full and faithful performance by the Tenant of the terms of this Lease, and for

11. Liability and Casualty Insurance.

15.1 The City will maintain a policy of liability insurance ensuring the interests of the City pursuant to such policy terms and amounts as may be in the sole discretion of the City.

15.2 The Tenant will maintain a policy of liability insurance in a face amount of not less than \$1,000,000 naming the city as an additional insured party. The City shall be provided with Certificates of Insurance.

12. Damage to Premises. Tenant will give immediate notice to the City in case of fire or accident in the Premises.

13. Events of Default. The occurrence of any of the following will constitute an Event of Default:

- a. Delinquency in the payment of rent or any other amount payable by Tenant under this Lease for a period of seven (7) days following written notice of delinquency.
- b. Delinquency by Tenant in the performance or compliance with any of the terms, covenants or agreements to be performed under this Lease, and failure to rectify or remove such defaults within thirty (30) days after written notice of such default has been given to Tenant.

14. Remedies Upon Default. Upon the occurrence of an Event of Default, the City, in addition to all other rights and remedies it may have at law or in equity, will have the right to any one or more of the following remedies:

- a. To re-enter and recover possession of the Premises by any means allowed by or not prohibited by law. Re-entry by the City, and/or the sending of notice of default, recovery of possession by summary proceedings or other legal action or proceeding or acceptance of possession or otherwise, will not terminate this Lease, and Tenant will remain liable for the payment of all rent, and the full performance of the Tenant's other obligations.
- b. To bring an action, to enjoin or restrain any default or threaten default by Tenant or to specifically enforce Tenant's obligations set forth herein.
- c. To bring an action at law for damages.
- d. To terminate this Lease and to re-enter and recover possession of the Premises upon such notice and in accordance with such proceedings as may be required by law or without notice of proceedings if none is required by law.
- e. All the rights and remedies of the City set forth herein are cumulative and are in addition to any other rights or remedies accorded to the City by law, regulation, ordinance or rule, and may be pursued concurrently, separately or successively.

15. Access by The City. The City will have the right to access those portions of the premises that are exclusively leased by the Tenant upon reasonable notice to the Tenant or in the event of an emergency.
16. Surrender of Premises. On or before the expiration or earlier termination of this Lease, Tenant will surrender to the City the Premises, broom-clean and free of all Tenant's alterations, additions, improvements and fixtures in good order and condition (excepting reasonable wear and tear), except for alterations, additions, improvements or fixtures that Tenant has a right to remove or is obligated to remove. At the time of surrender, carpet shall be vacuumed, marks on walls shall be repaired or painted, plumbing fixtures shall be cleaned, and the Premises shall otherwise be surrendered in clean and serviceable condition, reasonable wear and tear excepted.
17. Environmental Compliance. Tenant shall not use, produce or store any hazardous materials in the Premises.
18. Assignment and Subletting. Tenant will not assign, mortgage or encumber this Lease or any interest in this Lease, or sublet or permit the Premises or any part thereof to be used by others without the prior consent of the City in each instance, which consent will not be unreasonably denied.
19. Late Charge. If any amount due from Tenant is not received by the City when due, Tenant will pay to the City an addition 1 sum equal to five percent (5%) of such overdue amount as a late charge. In addition, any such amount which is not received by the City when due will bear interest at twelve percent (12%) per annum from the date due until received. The parties agree that these charges represent a fair and reasonable estimate on the costs that the City will incur by reason of Tenant's late payment. Payment of such late charges or interest will not excuse or cure any default nor prevent the City from exercising any of its other available rights and remedies.
20. No Waivers. No default on the payment of any rent or any other amounts set forth herein, nor the failure of the City to enforce provisions of this Lease upon any default by Tenant will be construed as creating a custom of deferred payment or as modifying in any way the terms of this Lease or as a waiver of the City's right to terminate or cancel, or otherwise to enforce the provisions hereof.
21. Litigation. The City and Tenant do hereby waive trial by jury in any action, proceeding, or counterclaim brought by either against the other upon any matters whatsoever arising out of or in any way connected with this Lease, Tenant's use or occupancy of the Premises, or any claim of injury or damage or both.
22. Entire Agreement. This Lease and the exhibits, if any, will set forth all of the covenants, promises, agreements, conditions, and understandings between the City and Tenant. No alteration, amendment, change or addition to this Lease will be binding upon the City or Tenant unless reduced to writing and signed by each party.
23. Notices. A notice, demand, request, consent, or other instrument which may be or is required to be given under this Lease will be in writing and either served personally or sent by United States registered or certified mail, return receipt requested, postage prepaid, and addressed to the other party at the address set forth in the introductory paragraph of this Lease or at such other place as either party

may designate by written notice to the other. Any written notice sent by mail will be deemed to have been serviced as of the next regular day for delivery of mail after the date it was mailed in accordance with the foregoing provisions.

24. Applicable Law, Waiver of Jury. This agreement will be construed under and in the accordance with the laws of the State of Michigan. Tenant waives its right to trial by jury of any issue arising from this Lease.
25. Legal Construction. In case any one or more of the provisions in this Lease will for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision thereof and this Lease will be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
26. Binding Effect. This Lease will be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns when permitted by this Lease.

Date: 5/5/22

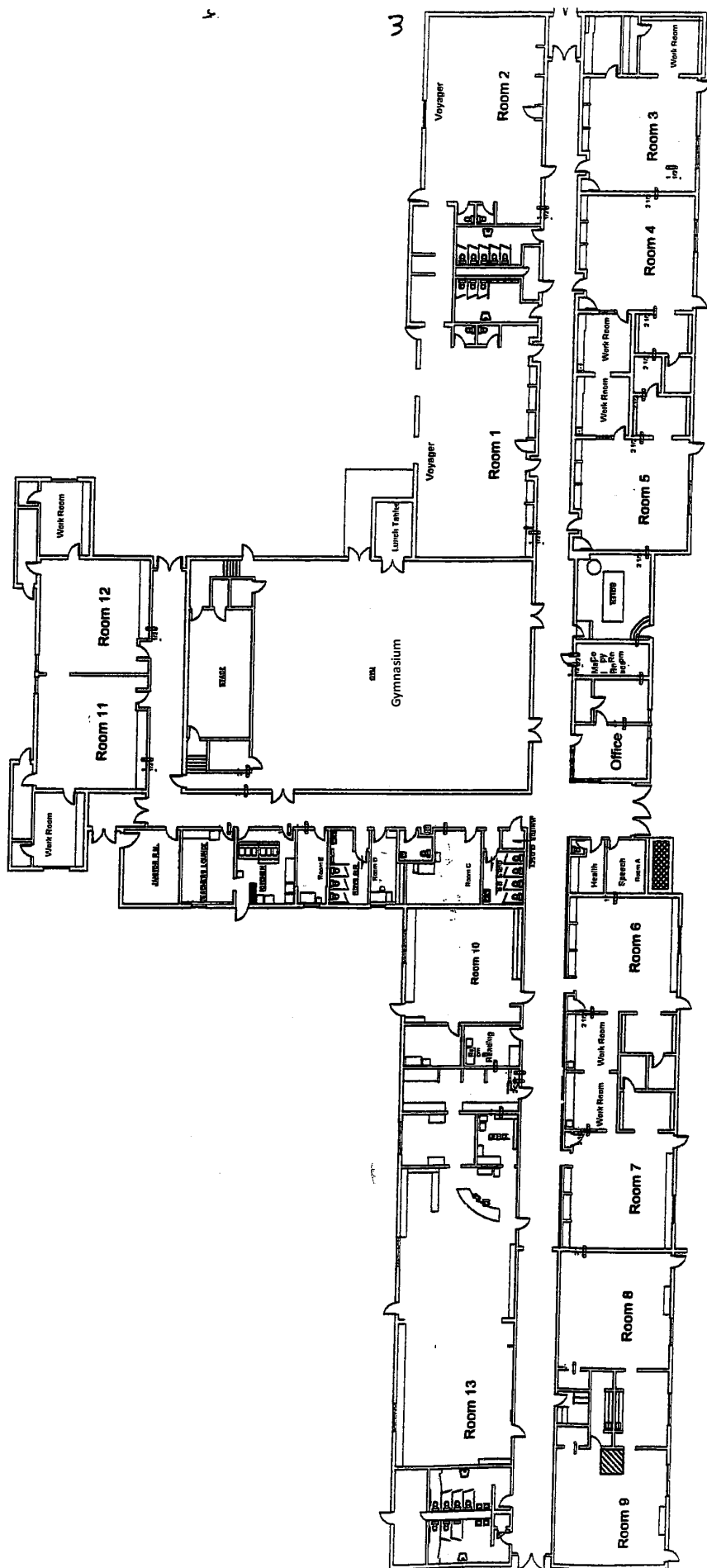
by: Mark Roessing
Mark Roessing, Walden Green Montessori

Date: JUN 06 2022

CITY OF FERRYSBURG
by: Scott Blease
Scott Blease, Mayor

Date: JUN 06 2022

by: Jessie Wagenmaker
Jessie Wagenmaker, City Clerk



Bus Loop

CITY OF FERRYSBURG
OCCUPANCY PERMIT

70-03-16-100-006



BUILDING PERMIT NUMBER: _____ O. C. NUMBER: OOF19 0009
BUILDING ADDRESS: 17290 ROOSEVELT RD DATE: June 1, 2010
OWNER'S NAME: FERRYSBURG CITY

OWNER'S ADDRESS: PO BOX 38 FERRYSBURG MI 49409

PRINCIPAL USE PERMITTED: Governmental Offices OCCUPANCY LOAD: _____

PROTION OF BUILDING: ☒ COMPLETE ☐ PARTIAL (Describe)

VARIANCE: ZONING _____ BARRIER FREE N/A EXPLAIN _____
ZONING DISTRICT: RG 2 NUMBER OF OFF-STREET PARKING SPACES REQUIRED: N/A

THE BUILDING DESCRIBED ABOVE RECEIVED A FINAL INSPECTION BY THE PLUMBING INSPECTOR, ELECTRICAL INSPECTOR, MECHANICAL INSPECTOR AND THE BUILDING INSPECTOR, AS APPLICABLE TO THE BEST OF OUR JUDGEMENT, THE BUILDING MEETS ALL THE REQUIREMENTS OF THE APPLICABLE CITY CODES AD THEREFORE IT IS APPROVED FOR OCCUPANCY.

BUILDING INSPECTOR: 
George Dood, Building Inspector

WHITE-OFFICE YELLOW-ASSESSOR PINK-INSPECTOR GOLD-APPLICANT

CONTRACT SCHEDULE 7

**REQUIRED INFORMATION FOR
A PUBLIC SCHOOL ACADEMY**

SCHEDULE 7
REQUIRED INFORMATION FOR
A PUBLIC SCHOOL ACADEMY

Required Information for a Public School Academy. This Schedule contains information required by the Code and the Contract. The required information for the Academy is contained in this Schedule 7.

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

SECTION A

GOVERNANCE STRUCTURE

GOVERNANCE STRUCTURE

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. 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. 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. The University Board has approved the issuance of a contract conferring certain rights, franchises, privileges, and obligations of a public school academy to the Academy Board.

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 Central Michigan University. The relationship between the Academy and the University Board is based solely on the applicable provisions of the Code and the terms of this Contract.

The Academy Board shall have at least five (5), but no more than nine (9) members, as determined by the University Board. Academy Board members shall be appointed according to the terms of the Method of Selection, Appointment and Removal Resolution adopted by the University Board. 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: Amended 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 the Terms and Conditions 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 Center.

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 for all groups of pupils toward the achievement of the educational goal identified in this schedule. Although an increase in academic achievement for all groups of pupils as measured by assessments and other objective criteria is the most important factor in determining the Academy's progress toward the achievement of the educational goal, the Center also considers other factors. Upon request, the Academy shall provide the Center 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 to Assist In Determining Measurable Progress Toward Goal Achievement

To assist in determining whether the Academy is achieving measurable progress toward the achievement of this goal, the Center will annually assess the Academy's performance using the following measures.

Measure 1: Student Achievement

The academic achievement of **all students who have been at the academy for one or more years¹** in grades 3-8 will be assessed using the following measures and targets:

Sub Indicator	Measure	Metric	Target
Against a Standard:	The percentage of students meeting or surpassing the current, spring, grade-level national norms ² on the NWEA Growth reading and math tests administered in the spring.	Distribution (which will be in the form of percentages): Exceeds $\geq 70.0\%$ Meets $\geq 50.0\%$ Approaching $\geq 30.0\%$ Does not meet $< 30.0\%$	50%
In the event that performance against the standard falls below these required expectations, "measurable progress towards the achievement of this goal" will be defined using the following measures and targets:			
Over Time:	The percentage of students meeting or surpassing spring grade-level national norms over time (CY-AVG(PY1+PY2+PY3)).	Trend score (which will be in the form of $-x$ to $+x$): Exceeds $\geq 6.0\%$ Meets $\geq 3.0\%$ Approaching $\geq 1.0\%$ Does not meet $< 1.0\%$	3.0%
Comparison Measure:	The percentage of students categorized as proficient or advanced on the most recent state assessment will surpass the school's Composite Resident District (CRD) percentage.	Portfolio Distribution (which will be in the form of $-x$ to $+x$): Exceeds $\geq 10.0\%$ Meets $\geq 5.0\%$ Approaching $\geq 0.0\%$ Does not meet $< 0.0\%$	5.0%

¹ One or more years students (also called 1+ students) are students who are enrolled in the academy on or before count day and are still enrolled at the end of a given academic year.

² Grade level national norms are updated periodically by NWEA following comprehensive norming studies. The Center will use the most updated national norms published by NWEA and will inform the Academy when the norms are updated and how the updated norms may impact analysis and performance reporting.

Measure 2: Student Growth

The academic growth of all students in grades 3-8 at the Academy will be assessed using the following measures and targets:

Sub Indicator	Measure	Metric	Target
Against a Standard:	The median of student growth percentiles (MGP) reflecting fall-to-spring scaled score growth on the reading and math NWEA Growth tests.	MGP: Exceeds $\geq 65^{\text{th}}$ Meets $\geq 50^{\text{th}}$ Approaching $\geq 45^{\text{th}}$ Does not meet $< 45^{\text{th}}$	Reading: 50 Math: 50
In the event that performance against the standard falls below these required expectations, “measurable progress towards the achievement of this goal” will be defined using the following measures and targets:			
Over Time:	The percentage of students making at least one year’s growth over time (CY-AVG(PY1+PY2+PY3)).	Trend score (which will be in the form of $-x$ to $+x$): Exceeds $\geq 6.0\%$ Meets $\geq 3.0\%$ Approaching $\geq 1.0\%$ Does not meet $< 1.0\%$	3.0%
Comparison Measure:	The mean student growth percentile reflecting growth on the two most recent state assessments will surpass the school’s Composite Resident District.	Portfolio Distribution (which will be in the form of $-x$ to $+x$): Exceeds $\geq 10.0\%$ Meets $\geq 5.0\%$ Approaching $\geq 0.0\%$ Does not meet $< 0.0\%$	5.0%

SECTION C

EDUCATIONAL PROGRAMS

EDUCATIONAL PROGRAMS

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 programs identified in this schedule.

Walden Green Montessori (“Academy”) provides a quality Montessori education to the children and families of the West Michigan community. The Academy is a community of active learners with children, parents, teachers, and community members sharing in the learning process.

Mission

The Academy strives to educate and develop our students to prepare them for the world beyond our doors. We do this through child-centered activities that:

- Develop curiosity, creativity and character
- Foster independence and social responsibility within a community framework
- Inspire the love of learning independently and collaboratively
- Highlight global justice, fairness, and peace

Educational Program fulfills the mission, vision and values

An element of the Montessori approach, which connects back to the school mission, is to hold a deep respect for the child as a special individual and to work with a deep understanding of the social and emotional development of the child. Academy staff teach children to be kind and peaceful and work toward creating a school community that is warm and supportive for students, teachers and parents.

The Montessori Method starts from the premise that all children are born intelligent, learn in different ways, and progress at their own pace. The Academy does not teach from textbooks or workbooks, but rather provides a hands-on approach. Students learn through hands-on experiences, investigations, research, and are actively engaged in their studies. This engagement fosters self-discipline and an internal sense of purpose and motivation. In addition, the use of concrete hands-on material enables students to make abstract concepts clearer.

A distinctive feature of the Academy’s program is the great love for the natural world and the care of the environment. Within the classroom community, students learn about the natural world and the importance of taking care, promoting peace, and respecting the environment. In addition, students learn not to be afraid of making mistakes and come to understand that mistakes are a natural part in the learning process. Students learn to work together especially on major projects and strive to do their best rather than compete with another student. The Academy strives towards peaceful communities. Peace education at the Academy is accomplished by: 1) respecting the intrinsic nature of each child, 2) preparing learning environments to meet the physical, intellectual, emotional and spiritual needs of the children, and 3) having trained adults guide the process.

The creation of peaceful communities is guided through the prepared classroom. The prepared classroom helps to create an exciting environment for learning. Walden Green Montessori (“Academy”) classrooms are multi-aged and allow staff to develop close and long-term relationships with students as well as recognizing each child’s learning style. A multi-age learning environment assists in creating a strong sense of community among the children in the classroom and within the school community. A Montessori teacher is a guide. As a guide, the teacher helps to foster self-esteem and empowers students to manage their own community, which leads to the development of leadership skills and independence.

Research

Montessori: Learning by Doing

The Montessori philosophy of education was founded by Dr. Maria Montessori over 100 years ago and is successfully established in many diverse cultures throughout the world. It is based on scientific observations of children from birth to adulthood. An authentic Montessori school has the following essential components:

- Mixed age classes
- Prepared environment
- Montessori materials
- Repetition
- Movement
- Freedom of choice
- Independence
- Respect
- The Montessori view of the child
- The trained adult

Multi-age

At the Academy, younger children learn from older children in a multi-age setting that fosters peer learning. The older child reinforces learning by teaching concepts that the student has mastered. The multiage classroom provides an environment in which students are cooperative, creative, resourceful and independent.

Prepared Environment

The prepared environment is designed to help the child achieve self-mastery and mastery of the environment through the execution and repetition of apparently simple tasks. These are linked to the cultural expectations that the child faces in the context of his or her total development. The Montessori environment facilitates the independent development of the child by providing a place that is stimulating and helps to unleash the natural drives that are within each child at birth to learn, adapt and grow to reach the fullest potential. The learning environment is set up to meet the needs and characteristics of the age of the children in the room. “Among its features is an ordered arrangement of sequential learning materials, designed to be developmentally appropriate and aesthetically appealing. Used in the noncompetitive Montessori classroom, the materials allow each child to develop at her own individual rate” (Montessori, 1949). At the Academy, the sequencing of material is

done from left to right and in groupings that represent the content area such as language arts, math, or other curricular subjects. Further, in keeping with the prepared environment, the classroom furniture is designed to fit the size of the child.

The Montessori Materials

The Montessori materials are specific and designed with particular purposes in mind. All materials are intended to teach specific concepts or skills through physical manipulation and to be self-correcting. Materials are generally made of natural resources such as wood or metal to give an aesthetically pleasing look and feel.

Repetition

Repetition is encouraged in a Montessori classroom. Repetition allows a child to gain a sense of power and independence. Dr. Montessori considered repetition the first step in the development of the child's will. Repetition gives the child confidence and helps to build concentration.

Movement

According to Dr. Montessori, "One of the greatest mistakes of our day is to think of movement by itself, as something apart from the higher functions...Mental development must be connected with movement and be dependent on it. It is vital that educational theory and practice should become informed by this idea." In keeping with the Montessori philosophy, Academy students are allowed to move about the classroom as long as that movement has a purpose that serves learning.

Freedom of Choice

As in movement, children have the freedom of choice. Students can choose where to work, whom their partners may be, and when they wish to work on a certain topic. With freedom comes responsibility and the consequences of choices. To help with movement and freedom of choice, the Montessori teacher ensures that enticing lessons and follow up activities are offered to the child.

Independence

Independence is a core value in Montessori education. The main purpose is to foster growth in independence. It begins with the youngest children where the curriculum area of practical life exists. For the younger child, it might be the learning how to polish shoes while the older child might be learning about money management. The Montessori philosophy asserts that success in school and life is tied directly to how independent and capable a child is.

Respect

Respect is the cornerstone of the Montessori school. The method is based on a profound respect for humanity and human beings in all stages of development. Montessori lessons are built on the respect of who has come before us and the gifts that they have left to us.

The Montessori View of the Child

“We cannot with our efforts, create a man. That is the task of the child himself, and it is the most important side of the whole educational question: what the child himself accomplishes of his own power and not what adult man can do for him” (Montessori, 1942). Montessori felt children have a special role in society and saw children as the preservers of culture. As a result, it is important as educators to provide the child an education that is rich in culture. In addition, Montessori believed that to understand children you must observe them. It was through her observations of children that she developed her ten fundamental needs of people as well as the human tendencies that her method is built upon.

The Trained Adult

The Academy provides training in the Montessori methods to all staff members which focuses on five elements: physical, intellectual, didactic, moral and spiritual. Through training, the adult learns about the teacher’s role as an observer who creates an atmosphere of calm and order conducive to learning. The adult acts as a guide/facilitator who designs the environment to encourage students’ development of self-confidence and inner discipline. As the observer, role model and resource person, the trained adult demonstrates and presents tasks based on the individual child’s assessments or requirements.

Whole Child Approach

The primary goal of a Montessori program is to help each child reach his/her full potential in all areas of life. Development of social, physical, cognitive and emotional growth allows the child to prepare for future intellectual tasks. This allows the child to experience learning as enjoyment and promotes self-esteem. These experiences allow the child to create knowledge. Montessori education is an aid for life; an education that encourages independence, refines the child’s natural tools for learning and fosters self-motivation. Montessori goes beyond the academic disciplines as it stresses responsibility and consideration for others. Furthermore, it prepares children to embrace life experiences openly, enthusiastically and with a sense of joy for discovery.

Brain Research

Understanding how the brain learns enables educators to employ teaching strategies that capitalize on the brain’s natural abilities and thus maximizes student learning (Berardi, et al, 2011). The brain seeks meaningful patterns/information.

According to the Montessori Cosmic Education philosophy, the only way to understand or make sense of something is to “hook” it to something that is already there. If the information is not meaningful to the brain, it is not stored. If there is no network in a student’s brain to hook new information to (and make sense out of it), the brain will drop it. The teacher’s job is to create a network and the neural connections for students through concrete experiences. The Academy utilizes and provides two main methods for making information meaningful:

- Hook/connect new information to prior knowledge
- Montessori hands-on/active learning experiences

Curriculum

According to Montessori, “The aim of Montessori Education is to foster autonomous, competent, responsible, adaptive citizens who are life long-learners and problem-solvers.” Montessori believed that educators must “follow the child” and provide an educational program based on each child’s unique needs and abilities. Montessori stated that “the hands are the instruments of man’s intelligence.” The curriculum and “hands-on” Montessori materials are designed to meet the child’s natural tendency and inclination to learn, explore and act on one’s environment. Children work at individual skill and ability levels regardless of age or grade. Skills and materials are introduced and the child’s imagination and interest lead to further exploration. The Academy’s open-ended curriculum allows children to succeed as individuals to their utmost potential.

The Academy offers a challenging and engaging curriculum in mathematics, language arts, science, cultural subjects and practical life. The curriculum blends the Michigan Academic Standards (“MAS”), including the Next Generation Science Standards (“NGSS”), and the Montessori Curriculum to provide a comprehensive educational experience. In addition to the core content areas, the Academy also offers art, music and physical education.

K-5 Science Curriculum

The K-5 units in Mystery Science are aligned to the NGSS. The Academy uses Mystery Science as the core science curriculum for kindergarten through fifth grades and supplements with Montessori materials as needed. There are plenty of opportunities for kids to reflect, puzzling over commonly asked questions. Mystery Science incorporates classroom experiments along with guided video explanations to address kids' questions and curiosities about the natural world. Students engage in science authentically, building on the ideas developed in each unit.

Cosmic Education (1st-6th year students)

To meet the fundamental needs of the primary child, Maria Montessori developed the concept of "Cosmic Education." Cosmic education is founded on the belief of integration and interconnection. Cosmic education is a way to show the student how everything in the universe is interrelated and interdependent. Everything has a part to play, a contribution to make in the maintenance of harmony to the whole. In understanding this network of relationships, the student finds that s/he also is a part of the whole and has a part to play; a contribution to make.

Cosmic education allows children to develop a sense of awe and gratitude for the universe, their role in humanity and the work of people who came before them. Cosmic education begins with the story of the universe, through which the child sees the inter-relationship of all things. When the child is presented with the story of the universe, an overview, a set of first principles is established. This provides a context for the study of details. Studies are integrated and related to the whole. Different subjects are considered as interconnected and are presented as such.

Cosmic education provides a framework for all studies - subjects covered include mathematics, language, history, geography, biology, botany and science. Art, craft and

music are also included in the program and students use computers for research and presentation. Excursions, which take the child out of his or her familiar environment, are an essential means of learning for the child and are therefore an integral element in the program at this stage of development.

Instructional Approaches

Hands-on Learning

In Montessori, students rarely learn from texts or workbooks. In all cases, direct, personal, hands-on contact with either real things under study or with concrete models that bring abstract concepts to life allow children to learn with much deeper understanding.

Spontaneous Activity

It is natural for children to wiggle, touch things and explore the world around them. The Academy models a true Montessori environment and encourages children to move about freely, within reasonable limits of appropriate behavior. Students are empowered to select work that captures their interest and attention. The role of the teacher or facilitator becomes one of using that interest to provide students with new challenges within different areas of inquiry. Even within this atmosphere of spontaneous activity, students do eventually have to master the basic content skills.

Active Learning

In Montessori classrooms, children are provided opportunities to select their own work or return to tasks and continue the work over several weeks or months. One method that Montessori educators use to confirm that students have reached mastery of each skill is when a student finds the work is “so easy for them” that they can teach it to younger children.

Self-directed Activity & Freedom Within Limits

A key Montessori concept is the idea that children are driven by the desire to become independent and competent beings and learn new things and master new skills. For this reason, outside rewards to create external motivation are both unnecessary and potentially can lead to passive adults who are dependent on others. In the process of making independent choices and exploring concepts on their own, Montessori children construct a sense of individual identity and designate right and wrong. Furthermore, Montessori children enjoy considerable freedom of movement and choice, however, freedom always exists within carefully defined limits on the range of their behavior. Students are free to do anything appropriate to the ground rules of the community, but redirected promptly and firmly if the line is crossed.

Intrinsic Motivation to Learn

In Montessori programs, children do not work for grades or external rewards, nor do they simply complete assignments provided by teachers. Children learn because they are interested in things and because all children share a desire to become competent and independent human beings.

The Child As A Spiritual Being

Montessori saw children as far more than simply scholars. In her view, each child is a full and complete human being, the mother or father of the adult man or woman she will become. Even when young, the child shares with the rest of humanity hopes, dreams, and fears, emotions and longing. Montessori consciously designs social communities and educational experiences that cultivate the child's sense of independence, self-respect, love of peace, passion for self-chosen work done well, and ability to respect and celebrate the individuality within people of all ages and the value of all life.

Stewardship for the Earth & Universal Values

The Academy seeks to instill a sense of stewardship for the environment based on a conviction of our individual responsibility for the beauty of the land and the health of ecosystems. In addition, Montessori education deliberately teaches children polite behavior and instills basic universal values. These values include self-respect, acceptance of others, kindness, peacefulness, compassion, empathy, honor, individual responsibility and courage to speak from the heart.

Social Responsibility

Montessori's spiritual perspective leads Montessori schools to consciously organize programs of community service ranging from daily contributions to others within the class or school setting to community outreach programs that allow children and adults to make a difference in the lives of others. Projects such as adopting a child from another country, helping out at food banks or at rest homes are some of the activities that the Academy students are involved in.

The Three Period Lesson

The Three Period Lesson is a fundamental Montessori approach to introducing a new concept (not just vocabulary) or material to children. It is used to move the child from basic understanding to mastery. The Three Period Lesson first introduces the concept, allows for practice, and finally provides a demonstration of mastery. First the teacher names the object, second, asks the child to touch the object when the name is given, then third, asks the child to name the object to which the teacher is pointing. The three-period lesson is used throughout the curriculum to help students gain information and master concepts.

Young 5's Program

The Academy offers a Young 5's program to families. The Young 5's program mimics the Academy's Kindergarten curriculum, but is designed for students with birthdays later in the year to start school. In order to qualify for Young 5's, the student must turn 5 by December 1 of the kindergarten year. These students are given the kindergarten curriculum and held to the same expectations, but in a smaller group allowing for more individualized attention. This is beneficial to the students' younger mindset and often times to the students' lack of motor skills. The Academy's Young 5's program is intended to better prepare these young students for the rigor of 1st grade.

The Academy's Montessori Kindergarten curriculum allows for individual students to move at an individual pace with tactile materials that inspire curiosity. The Academy's

Montessori curriculum takes abstract concepts and makes these concepts concrete, in particular with mathematics. Students are encouraged to explore the surroundings and are free to work at the students' own pace with support and guidance. The curriculum covers math, language, science, history and geography in a manner that builds confidence, self-esteem and global awareness. The bedrock of the Academy's Montessori environment is built on 'grace and courtesy,' which allows Academy students to become self-advocates and to participate in a meaningful way with the larger society.

Curriculum Adaptation and Modification

At the Academy, teachers have been trained in the Montessori Method for the age grouping in which they are instructing. The training not only covers the expected curriculum but also covers curriculum that is below and above grade level. Within the curriculum itself, the materials that are used have many lessons that break down concepts into smaller chunks and other material to teach the same concept. The materials themselves lead the students from concrete into abstract understanding.

As Montessori is based on each student developing at an individual pace, the Academy's curriculum is modified to meet the needs of all students. Advanced students are provided opportunities to expand learning through independent projects and independent studies/investigations. In addition, the Academy utilizes an MTSS approach for both behavior and academic interventions. Tier I identifies interventions and supports that are available and accessible to all students in the general education classroom. Tier II requires a Child Study referral and corresponds to a small-group approach to delivering instruction and support. Tier III is the most intense category of intervention, and typically denotes direct, one-on-one support for students with high needs.

Special Education

When making educational placement decisions for students with disabilities, the Academy will ensure that parents are contributing members of the Individualized Educational Program ("IEP") team, and together the team will make decisions that are subject to requirements regarding provision of the least-restrictive environment. When determining how services will be delivered to students with disabilities, the Academy will follow all Special Education Rules as issued by the Michigan Department of Education. If a child with a current IEP enrolls in the Academy, the Academy will implement the existing IEP to the extent possible, or will provide an interim IEP agreed upon by parents until a new IEP can be developed. IEPs will be developed, revised and implemented in accordance with the Individuals with Disabilities Educational Improvement Act ("IDEIA") and state law and regulations.

The Academy will fully comply with federal laws and regulations governing children with disabilities as follows:

1. The Academy is responsible for providing a free, appropriate public education to children with disabilities enrolled in the Academy that have been determined through an IEP to require Special Education programs and services.

2. The Academy will ensure that children who are suspected of having disabilities are properly evaluated by a multidisciplinary team, as defined in the Michigan Special Education Rules, and that children who have already been identified are re-evaluated by the multidisciplinary team at least every three years.
3. When a multidisciplinary team determines that a special education student requires Special Education programs and services, the Academy will ensure that the IEP is fully implemented in accordance with IDEIA and reviewed on an annual basis or more frequently as determined by the IEP team.

Educational Development Plan

An Educational Development Plan (“EDP”) is a plan that assists 7th and 8th grade pupils to identify career development goals as they relate to academic requirements. Students utilize various tools to explore educational paths and career options that are based on their interests/talents.

Assessment

Authentic Assessment

In recent years, the educational pendulum has dramatically swung in favor of standardized assessments and high-stakes testing. As public Montessori educators, these assessments are required by the state and the results can be useful in identifying some strengths or weaknesses. The Academy realizes the vital importance of assessing students. More so, as Montessorians, the execution of assessment must be in line with the Montessori philosophy.

Academy students are in a non-traditional setting and a consistent approach and paradigm of assessment is still necessary. Therefore, it is essential to delineate what forms of assessment are vital for achieving authentic student learning in a *Montessori* classroom. Montessori education embodies a “whole child” approach where the primary goal is to help each child reach his/her full potential in all areas of life. With the notion of education being an “aid to life,” this holistic approach to learning demands an intricate analysis of assessments that align with such paradigms.

From the vast amount of assessment literature, there are certain underlying themes. Although the informal assessments of *observation* and *anecdotal records* are deeply embedded in the Montessori Method and of extreme importance, there are “formal” assessments to be utilized as well. “Norm-referenced” tests and “criterion-referenced” tests both serve assessment purposes for Montessori classrooms.

As mentioned previously, Montessori education is a holistic approach to education; ergo, its assessment practices should follow suit. The research is clear with an overwhelming consensus that standardized assessments do not authentically assess the *whole* child. Traditional tests tend to reveal only whether the student can recognize, recall or “plug in” what was learned out of context (Wiggins, 1990). On the other hand, authentic assessments require students to be effective performers with acquired knowledge. They measure what students have learned by having them apply knowledge to complex and/or real life tasks (Turner, 2000). Since Dr. Montessori referred to her approach to education as an *aid to life*,

it is only natural that authentic assessments become the primary tools for evaluating and monitoring a child's progress in a Montessori learning environment.

There has been a growing trend toward more holistic and authentic methods of assessment. Some examples of these evaluation methods that demonstrate real progress “in the flesh” include: portfolios, performance exams, proficiency exit standards, and exhibitions/capstone projects (Powell, 2008). In essence, authentic assessments give students opportunities to exhibit what they know in context by closely matching the setting the student would be expected to show that learning in real life. Such forms of assessment provide a more accurate portrayal of a particular child by providing multiple sources of evaluation over a longer period of time. As in real life, authentic assessments allow time for reflection, revision, and leave room for more than one right answer (Powell, 2008).

Observation as Assessment in Montessori Education

Scientific observations of the child's development are constantly carried out and recorded by the teacher. Authentic observation is an ability to see children as individuals; each unique and unlike any other. It is the driving force behind preparing the classroom environment.

While the Academy assesses student growth and achievement through authentic learning tools that include student portfolios, exhibition or capstone projects, formal, scientific teacher observations, and mastery-based evaluations, the Academy also administers formative and standardized norm-referenced assessments such as NWEA® MAP® Growth™, M-STEP and the PSAT™. Student “achievement” and “growth” are monitored from fall to spring utilizing NWEA MAP Growth assessments for reading and math (K-8th grade).

Professional Learning Communities (“PLCs”)

PLCs increase dedication towards student learning and effective means of collaboration among colleagues. PLCs are an effective technique for school improvement in establishing an environment for teachers to convey authentic problems with colleagues and discuss possible solutions. At the Academy, teachers work collaboratively to reflect on their practice, examine evidence about the relationship between practice and student outcomes, and make changes that improve teaching and learning. An area that the Academy's PLCs examines are ideas on how to reconcile the Montessori philosophy and the demands of state standards/benchmarks.

Program Evaluation

The Academy uses many methods to evaluate the implementation, delivery and support of the Montessori program to insure that students are educated to their human potential. Through PLCs and level meetings, Academy staff meet and discuss ways of how to assess student learning on a consistent and equitable basis, give presentations to each other on ways to present the lessons as well as how to evaluate, and identify weaknesses and develop strategies for improvement. The Academy's collaborative PLCs provide opportunities for staff and leadership to determine instructional and curricular changes.

The Academy also evaluates the strengths of its Educational Program by analyzing data. Data is examined school wide and level wide. The Academy also looks at results from individual classrooms and for individual students. Through data analysis, the Academy designs interventions that assist students in meeting academic goals.

The Academy's success and the effectiveness of its Educational Program will also be evaluated through the school improvement team. The school improvement team evaluates how the Academy is progressing toward the goals outlined in the school improvement plan. Through MICIP (the Michigan Integrated Continuous Improvement Process), the Academy improves student outcomes by assessing whole child needs to develop plans and coordinate funding. MICIP and PLC "program evaluation" conversations include the following questions:

- *Is what we're doing working? How do we know?*
- *What are our strengths and areas of need?*
- *Did we make typical growth by grade level? Why or why not?*
- *Were our strategies effective? Why or why not?*
- *What adjustments need to be made for next year?*

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 Montessori Made Manageable curriculum, Mystery Science for grades kindergarten through five, and FOSS® Next Generation Science™ for grades six through eight and Michigan Model for Health™ as a curriculum. The curriculum for all core subjects has been received, reviewed and approved by the Center.

- Mystery Science <https://mysteryscience.com/>
- FOSS Next Generation <http://www.deltaeducation.com/foss/next-generation>
- Michigan Model for Health http://www.michigan.gov/mdhhs/0,5885,7-339-73971_4911_4912_74286---,00.html

Elementary

The following subjects/courses are offered at the Academy.

Course	K	1	2	3	4	5	6	7	8
English Language Arts	X	X	X	X	X	X	X	X	X
Mathematics	X	X	X	X	X	X	X	X	X
Science	X	X	X	X	X	X	X	X	X
Social Studies	X	X	X	X	X	X	X	X	X
Health	X	X	X	X	X	X	X	X	X
Physical Education	X	X	X	X	X	X	X	X	X

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 all state-mandated academic assessments identified in the Code, as applicable, and all academic assessments identified in the Public School Academy Chartering Policies adopted by the University Board, as applicable, in accordance with the requirements detailed in the Master Calendar annually issued by the Center.

The Academy shall authorize the Center 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 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:

Assessments as identified in Schedule 7b of this Contract and all state-mandated assessments.

SECTION F

APPLICATION AND ENROLLMENT OF STUDENTS

APPLICATION AND ENROLLMENT OF STUDENTS

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Sections 6.6 and 6.16, the Academy shall comply with the application and enrollment requirements identified in this Schedule.

Enrollment Limits

The Academy will offer kindergarten through eighth grade. The maximum enrollment shall be 274 students. The Academy Board will annually adopt maximum enrollment figures prior to its application and enrollment period.

Requirements

Section 504 of the Code provides that public school academies 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 student with a disability, or any other basis that would be illegal if used by a Michigan school district. However, a public school academy may limit admission to pupils who are within a particular range of age or grade level or on any other basis that would be legal if used by a Michigan school district and may give enrollment priority as provided below.

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

The Academy may give enrollment priority to one (1) or more of the following:

- A sibling of a pupil enrolled in the Academy.
- A pupil who transfers to the Academy from another public school pursuant to a matriculation agreement between the Academy and other public school that provides for this enrollment priority, if all of the following requirements are met:
 1. Each public school that enters into the matriculation agreement remains a separate and independent public school.
 2. The Academy shall select at least 5% of its pupils for enrollment using a random selection process.
 3. The matriculation agreement allows any pupil who was enrolled at any time during elementary school in a public school that is party to the matriculation agreement and who was not expelled from the public school to enroll in the public school academy giving enrollment priority under the matriculation agreement.

- A child, including an adopted child or legal ward, of a person who is employed by or at the Academy or who is on the Academy Board.

Matriculation Agreement

- The Academy Board may enter into a matriculation agreement with another public school pursuant to section 504(4) of the Code.
- However, before the Academy Board approves a matriculation agreement, the Academy shall provide a draft copy of the agreement to the Center for review.
- Any matriculation agreement entered into by the Academy shall be added to this Schedule 7f through a contract amendment approved in accordance with Article IX in the Terms and Conditions of this Contract.

Application Process

- The Academy shall make reasonable effort to advertise its enrollment openings.
- The Academy's open enrollment period shall be a minimum of two weeks (14 calendar days) in duration and shall include evening and weekend times.
- The Academy shall accept applications all year. If openings occur during the academic year, students shall be enrolled. If openings do not exist, applicants shall be placed on the official waiting list. The waiting list shall cease to exist at the beginning of the Academy's next open enrollment period.
- In the event there are openings in the class for which students have applied, students shall be admitted according to the official waiting list. The position on the waiting list shall be determined by the random selection drawing. If there is no waiting list, students shall be admitted on a first-come, first-served basis.
- The Academy may neither close the application period nor hold a random selection drawing for unauthorized grades prior to receipt of written approval from the Center.

Legal Notice or Advertisement

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

Re-enrolling Students

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

Random Selection Drawing

A random selection drawing is required if the number of applications exceeds the number of available spaces. Prior to the application period, the Academy shall:

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

The Academy shall use a credible, impartial individual who is not employed by, under contract with, a member of the Board of, or otherwise affiliated with the Academy to conduct the random selection drawing. Further, the Academy shall:

- Conduct the random selection drawing in a manner that is open to parents, community members and members of the public who want to observe the process.
- Use numbers, letters, or another system that guarantees fairness and does not give an advantage to any applicant.

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

SECTION G

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

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, if applicable, 1284a and 1284b, 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 the Center in accordance with the Master Calendar.

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 Center 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 kindergarten through eighth grade. The Academy may add grades with the prior written approval of the authorizing body.

Students of the Academy will be children who have reached the age of 5 by the dates outlined in the Code.

CONTRACT SCHEDULE 8

**INFORMATION AVAILABLE TO
THE PUBLIC AND THE CENTER**

INFORMATION AVAILABLE TO THE PUBLIC AND THE CENTER

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article XI, Section 11.9, the Academy shall comply with this Schedule.

Information Available to the Public and the Center

The Code provides that the board of directors of a public school academy shall make information concerning its operation and management available to the public and to the Center in the same manner as is required by state law for school districts.

The Code provides that the board of directors of a public school academy shall collect, maintain, and make available to the public and the Center, in accordance with Applicable Law and the Contract, at least all of the following information concerning the operation and management of the Academy:

1. A copy of the Academy's Charter Contract.
2. A list of currently serving members of the Academy Board, including name, address, and term of office.
3. Copies of policies approved by the Academy Board.
4. The Academy Board meeting agendas and minutes.
5. The budget approved by the Academy Board and of any amendments to the budget.
6. Copies of bills paid for amounts of \$10,000.00 or more, as submitted to the Academy Board.
7. Quarterly financial reports submitted to the Center.
8. A current list of teachers and administrators working at the Academy that includes individual salaries as submitted to the Registry of Educational Personnel.
9. Copies of the teaching or administrator's certificates or permits of current teaching and administrative staff.
10. Evidence of compliance with the criminal background and records checks and unprofessional conduct check required under sections 1230, 1230a, and 1230b of the Code for all teachers and administrators working at the Academy.
11. Curriculum documents and materials given to the Center.
12. Proof of insurance as required by the Contract.
13. Copies of facility leases or deeds, or both.
14. Copies of any equipment leases.
15. Copies of any management contracts or services contracts approved by the Academy Board.
16. All health and safety reports and certificates, including those relating to fire safety, environmental matters, asbestos inspection, boiler inspection, and food service.
17. Annual financial audits and any management letters issued as part of the Academy's annual financial audit, required under Article VI, Section 6.11 of the Terms and Conditions of this Contract.
18. Any other information specifically required under the Code.

Information to be Provided by the Academy's Educational Service Provider (if any)

Pursuant to the Terms and Conditions of this Contract, including Article III, Section 3.6, the University Board authorizes the Academy Board to employ or contract for personnel according to the position information outlined in Schedule 5. Any Educational Service Provider Management Agreement entered into by the Academy must contain a provision requiring the Educational Service Provider to provide to the Academy Board information concerning the operation and management of the Academy (including without limitation, but not limited to, the items identified above and annually the information that a school district is required to disclose under Section 18(2) of the State School Aid Act of 1979, MCL 388.1618) available to the Academy Board in order to enable the Academy to fully satisfy its obligations under Section 11.9(a) of the Terms and Conditions of Contract.

AMENDMENT NO. 1

to the
July 1, 2024 Contract to Charter
A Public School Academy and Related Documents

Issued To

WALDEN GREEN MONTESSORI
(A PUBLIC SCHOOL ACADEMY)

By

THE CENTRAL MICHIGAN UNIVERSITY
BOARD OF TRUSTEES
(AUTHORIZING BODY)

CONTRACT AMENDMENT NO. 1

WALDEN GREEN MONTESSORI

In accordance with Article IX of the Terms and Conditions of the Contract (the "Contract"), dated July 1, 2024, issued by the CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES (the "University Board") to WALDEN GREEN MONTESSORI (the "Academy"), the parties agree to amend the Contract as follows:

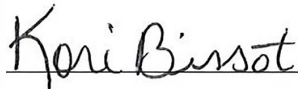
- 1.) Amend Schedule 6: Physical Plant Description, by replacing the Master Lease Agreement and the Amendments to Lease Agreement for the modular unit, contained therein, with the materials attached as Tab 1.

This entire amendment is hereby approved by the University Board and the Academy Board through their authorized designees, and shall have an effective date of July 31, 2024.



Dated: 09/30/2024

By: Corey R. Northrop, Executive Director
The Governor John Engler Center for Charter Schools
Designee of the University Board



Dated: 9-24-2024

By: Kori Bissot
Walden Green Montessori
Designee of the Academy Board

Walden Green Montessori
Contract Amendment No. 1

Tab 1

GLC-00831-001

MANUFACTURER'S

CERTIFICATE OF ORIGIN

Comes now the undersigned manufacturer and certifies the sale of the following described vehicle, this 6th day of October...

2006 on Invoice No. 176
to William Scotsman, Inc.
(Distributor, Dealer, Etc.)
whose address is Baltimore, MD
(Street, City and State)

Trade Name Classroom Year 2006 Series or Model Classroom
No. Axles 4 Length 12 x 68
No. Wheels 8 Serial No. GLC06831A
Shipping Weight

Said manufacturer hereby certifies that this written instrument constitutes the first conveyance of said vehicle after its manufacture and that the manufacturer's serial number set forth above has not been and will not be used by the manufacturer on any other vehicle manufactured by said manufacturer, and that there are no other manufacturer's certificates issued by the manufacturer for the vehicle described above.

IN WITNESS WHEREOF the manufacturer of the above described vehicle has hereunto set his hand and certifies that the statements contained in the foregoing manufacturer's certificate are true.

Signed J. A. Nelson
Great Lakes Commercial Space
Address 1214 Shearer Rd.
Greenville MI 48838
By J. I. Nelson Title Office mgr.

Name of Applicant for Title
Address

GLC-00831-002

MANUFACTURER'S

CERTIFICATE OF ORIGIN

Comes now the undersigned manufacturer and certifies the sale of the following described vehicle, this 6th day of October...

2006 on Invoice No. 176
to Williams Scotsman, Inc.
(Distributor, Dealer, Etc.)
whose address is Baltimore, MD
(Street, City and State)

Trade Name Classroom Year 2006 Series or Model Classroom
No. Axles 4 Length 12 x 68
No. Wheels 8 Serial No. GLC06831B
Shipping Weight

Said manufacturer hereby certifies that this written instrument constitutes the first conveyance of said vehicle after its manufacture and that the manufacturer's serial number set forth above has not been and will not be used by the manufacturer on any other vehicle manufactured by said manufacturer, and that there are no other manufacturer's certificates issued by the manufacturer for the vehicle described above.

IN WITNESS WHEREOF the manufacturer of the above described vehicle has hereunto set his hand and certifies that the statements contained in the foregoing manufacturer's certificate are true.

Signed J. A. Nelson
Great Lakes Commercial Space
Address 1214 Shearer Rd.
Greenville MI 48838
By J. I. Nelson Title Office mgr.

Name of Applicant for Title
Address

FIRST ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby transfers this Statement of Origin and the motor vehicle described therein to WALDEN GREEN MONTESORI
Address 17339 ROOSEVELT ROAD, SPRING LAKE, MI 49456
and certifies that the vehicle is new and has not been registered in this or any other state; he also warrants the title of said motor vehicle at time of delivery, subject to the liens and encumbrances, if any, as set out below:

Amt. of Lien NONE Date _____ To Whom Due _____ Address _____

Dated _____, at _____, _____
WILLIAMS SCOTSMAN INC.
Transferor (Firm Name)
Dealer License (Permit) No. _____
Before me personally appeared CARMEN ALLEN NOTARY PUBLIC
duly sworn upon oath says that the statements set forth above are true and correct.
Subscribed and sworn to before me this 30TH day of JULY, MARYLAND 2024
Gabrielle Lassahn Notary Public for _____ State of _____
Notary Seal
MY COMMISSION EXPIRES APRIL 22, 2028

SECOND ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby transfers this Statement of Origin and the motor vehicle described therein to _____
Address _____
and certifies that the vehicle is new and has not been registered in this or any other state; he also warrants the title of said motor vehicle at time of delivery, subject to the liens and encumbrances, if any, as set out below:

Amt. of Lien _____ Date _____ To Whom Due _____ Address _____

Dated _____, at _____, _____
By: _____ Sign Here _____ Position _____
Transferor (Firm Name) _____
Dealer License (Permit) No. _____
Before me personally appeared _____ who by me being
duly sworn upon oath says that the statements set forth above are true and correct.
Subscribed and sworn to before me this _____ day of _____
_____ Notary Public for _____ County, State of _____
Notary Seal

THIRD ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby transfers this Statement of Origin and the motor vehicle described therein to _____
Address _____
and certifies that the vehicle is new and has not been registered in this or any other state; he also warrants the title of said motor vehicle at time of delivery, subject to the liens and encumbrances, if any, as set out below:

Amt. of Lien _____ Date _____ To Whom Due _____ Address _____

Dated _____, at _____, _____
By: _____ Sign Here _____ Position _____
Transferor (Firm Name) _____
Dealer License (Permit) No. _____
Before me personally appeared _____ who by me being
duly sworn upon oath says that the statements set forth above are true and correct.
Subscribed and sworn to before me this _____ day of _____
_____ Notary Public for _____ County, State of _____
Notary Seal

FIRST ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby transfers this Statement of Origin and the motor vehicle described therein to WALDEN GREEN MONTESORI
Address 17339 ROOSEVELT ROAD, SPRING LAKE, MI 49456
and certifies that the vehicle is new and has not been registered in this or any other state; he also warrants the title of said motor vehicle at time of delivery, subject to the liens and encumbrances, if any, as set out below:

Amt. of Lien NONE Date _____ To Whom Due _____ Address _____

Dated _____, at _____, _____
WILLIAMS SCOTSMAN INC.
Transferor (Firm Name)
Dealer License (Permit) No. _____
Before me personally appeared CARMEN ALLEN NOTARY PUBLIC
duly sworn upon oath says that the statements set forth above are true and correct.
Subscribed and sworn to before me this 30TH day of JULY, MARYLAND 2024
Gabrielle Lassahn Notary Public for _____ State of _____
Notary Seal
MY COMMISSION EXPIRES APRIL 22, 2028

SECOND ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby transfers this Statement of Origin and the motor vehicle described therein to _____
Address _____
and certifies that the vehicle is new and has not been registered in this or any other state; he also warrants the title of said motor vehicle at time of delivery, subject to the liens and encumbrances, if any, as set out below:

Amt. of Lien _____ Date _____ To Whom Due _____ Address _____

Dated _____, at _____, _____
By: _____ Sign Here _____ Position _____
Transferor (Firm Name) _____
Dealer License (Permit) No. _____
Before me personally appeared _____ who by me being
duly sworn upon oath says that the statements set forth above are true and correct.
Subscribed and sworn to before me this _____ day of _____
_____ Notary Public for _____ County, State of _____
Notary Seal

THIRD ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby transfers this Statement of Origin and the motor vehicle described therein to _____
Address _____
and certifies that the vehicle is new and has not been registered in this or any other state; he also warrants the title of said motor vehicle at time of delivery, subject to the liens and encumbrances, if any, as set out below:

Amt. of Lien _____ Date _____ To Whom Due _____ Address _____

Dated _____, at _____, _____
By: _____ Sign Here _____ Position _____
Transferor (Firm Name) _____
Dealer License (Permit) No. _____
Before me personally appeared _____ who by me being
duly sworn upon oath says that the statements set forth above are true and correct.
Subscribed and sworn to before me this _____ day of _____
_____ Notary Public for _____ County, State of _____
Notary Seal

WILLSCOT

WILLIAMS SCOTSMAN, INC.
901 South Bond Street, Suite 600
Baltimore, MD 21231
410-931-6000 800-638-6963

July 31, 2024

**WALDEN GREEN MONTESSORI
17339 ROOSEVELT ROAD
SPRING LAKE, MI 49456
ATTN: VICKIE BUCKNER**

RE: PURCHASED COMMERCIAL MODULAR OFFICE (s):

UNIT: CPX-73299 (GLC-0831001, GLC-0831002)

Dear Sir or Madam:

Enclosed please find the original Manufacturer's Statement or Certificate of Origin (s) for the above listed purchase from Williams Scotsman Inc., and that they are free and clear of all Liens, Charges, and Encumbrances. This is a commercial modular unit, not a semi-over the road trailer.

*******PLEASE KEEP THE MSO/MCO IN A SAFE PLACE*******

There are situations that preclude our ability to provide replacement ownership documents. (ie: manufacturer is out of business, unit is past retention date, too old).

If an MSO is lost and you require our assistance in obtaining a replacement, we will impose a mandatory, pre-paid processing fee of \$150.00, plus tax, for each one we are asked to and we are able to replace.

Williams Scotsman, Inc. appreciates your business.
Should you have any questions, please contact your local sales representative, @ 800-782-1500.

Sincerely,

Williams Scotsman, Inc.

AMENDMENT NO. 2

to the
July 1, 2024 Contract to Charter
A Public School Academy and Related Documents

Issued To

WALDEN GREEN MONTESSORI
(A PUBLIC SCHOOL ACADEMY)

By

THE CENTRAL MICHIGAN UNIVERSITY
BOARD OF TRUSTEES
(AUTHORIZING BODY)

CONTRACT AMENDMENT NO. 2

WALDEN GREEN MONTESSORI

In accordance with Article IX of the Terms and Conditions of the Contract (the "Contract"), dated July 1, 2024, issued by the CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES (the "University Board") to WALDEN GREEN MONTESSORI (the "Academy"), as amended, the parties agree to further amend the Contract as follows:

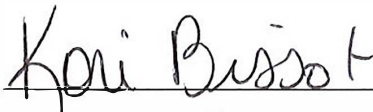
- 1.) Amend the Terms and Conditions of Contract by replacing the language contained within Article IV, Section 4.5. Prohibition of Identified Family Relationships, subsection (b), with the language attached as Tab 1.
- 2.) Further amend the Terms and Conditions of Contract by inserting at the end of Article XII: General Terms, the language attached as Tab 2.
- 3.) Amend Schedule 2: Amended Bylaws, by replacing the language contained within Article XIII, Section 6. Contracts Between Corporation and Related Persons and Article IX: Indemnification, with the corresponding language attached as Tab 3.
- 4.) Amend Schedule 4: Oversight, Compliance and Reporting Agreement, by inserting at the end of Article II, Section 2.2. Compliance and Reporting Duties, the language attached as Tab 4.

This entire amendment is hereby approved by the University Board and the Academy Board through their authorized designees, and shall become effective upon execution by the Designee of the University Board.



Dated: 05/05/2025

By: Corey R. Northrop, Executive Director
The Governor John Engler Center for Charter Schools
Designee of the University Board



Dated: 04-29-2025

By: Board President
Walden Green Montessori
Designee of the Academy Board

Walden Green Montessori
Contract Amendment No. 2

Tab 1

Terms and Conditions: Article IV, Section 4.5(b)

- (b) The Academy Board shall require each individual who works at the Academy to annually disclose any familial relationship with any other individual who works at, or provides services to, the Academy. If an Academy Board member discloses any prohibited familial relationships in the annual disclosure, or if the University finds that an Academy Board member has failed to disclose a prohibited familial relationship, that Academy Board member shall be removed from office, in accordance with the removal provisions found in the Resolution or Schedule 2: Amended Bylaws. For purposes of this subsection, familial relationship means a person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or domestic partner.

Walden Green Montessori
Contract Amendment No. 2

Tab 2

Terms and Conditions: Article XII, Section 12.24

Section 12.24. Required Statutory Disclosures. The Academy shall ensure that the names of Central Michigan University Board of Trustees and the primary educational management organization, if applicable, must appear and be verbally provided, as applicable, on all of the following:

- (a) Unless prohibited by a local ordinance or local zoning authority, signage that is on the Academy's property and is erected, repaired, or installed on or after April 2, 2025;
- (b) Promotional material that is created, modified, or distributed on or after April 2, 2025;
- (c) The footer of the Academy's website pages; and
- (d) The student application that is required to be enrolled in the Academy.

For purposes of this section, "primary educational management organization" shall have the same meaning as defined in MCL 380.503.

Walden Green Montessori
Contract Amendment No. 2

Tab 3

Amended Bylaws: Article VIII, Section 6

Section 6. Contracts Between Corporation and Related Persons. As required by Applicable Law, any Director, officer or employee of the Academy, who enters into a contract with the Academy, that meets the definition of contract under the statute on 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, shall comply with the public disclosure requirements set forth in Section 3 of the statute.

The University Board authorizes the Academy Board to employ or contract for 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 Board shall be an employee of the Academy for all purposes and not an employee of the University for any purpose. With respect to Academy Board employees, the Academy shall have the power and responsibility to (i) select and engage employees; (ii) pay their wages, benefits, and applicable taxes; (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. The Academy Board may contract 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. Before entering into an agreement with an Educational Service Provider or an employee leasing company to perform 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 Center. A copy of the agreement between the Academy Board and the Educational Service Provider or employee leasing company shall be included as part of Schedule 5.

The Academy shall comply with the Incompatible Public Offices statute, Act No. 566 of the Public Acts of 1978, of the Michigan Compiled Laws, and the Contracts of Public Servants With Public Entities statute, Act No. 371 of the Public Acts of 1968, of the Michigan Compiled Laws. The Academy Board shall ensure compliance with Applicable Law relating to conflicts of interest. Language in this Section controls over section 1203 of the Code. The following shall be deemed prohibited conflicts of interest:

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

- (f) An individual simultaneously serving as an Academy Board member and having an ownership or financial interest in any real or personal property leased or subleased to the Academy.

No person shall be appointed or reappointed to serve as an Academy Board member if the person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or domestic partner:

- (a) Is employed by the Academy Board;
- (b) Works at or is assigned to work at the Academy;
- (c) Has an ownership, officer, policymaking, managerial, administrative non-clerical or other significant role with the Academy's Educational Service Provider or employee leasing company; and
- (d) Has an ownership or financial interest in any school building lease or sublease agreement with the Academy.
- (e) Is a current Academy Board member.

The Academy Board shall require each individual who works at the Academy to annually disclose any familial relationship with any other individual who works at, or provides services to, the Academy. If an Academy Board member discloses any prohibited familial relationships in the annual disclosure, or if the University finds that an Academy Board member has failed to disclose a prohibited familial relationship, that Academy Board member shall be removed from office, in accordance with the removal provisions found in the Resolution or these Amended Bylaws. For purposes of this sub-section, familial relationship means a person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or domestic partner.

Amended Bylaws: Article IX

ARTICLE IX INDEMNIFICATION

To the extent permitted by Applicable Law, each person who is or was a Director, officer or member of a committee of the Academy and each person who serves or has served at the request of the Academy as a trustee, director, officer, partner, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise, may be indemnified by the Academy. 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. The indemnification shall not include any circumstances in which a person who is or was a director, officer or member of a committee of the Academy and each person who serves or has served at the request of the Academy as a trustee, director, officer, partner, employee or agent of any other corporation, partnership, joint venture, trust or other enterprise is grossly negligent or criminally liable for the indemnified act.

Walden Green Montessori
Contract Amendment No. 2

Tab 4

Oversight, Compliance and Reporting Agreement: Section 2.2(m)

- m. The Academy shall ensure that the names of Central Michigan University Board of Trustees and the primary educational management organization, if applicable, must appear and be verbally provided, as applicable, on all of the following:
 - i. Unless prohibited by a local ordinance or local zoning authority, signage that is on the Academy's property and is erected, repaired, or installed on or after April 2, 2025;
 - ii. Promotional material that is created, modified, or distributed on or after April 2, 2025;
 - iii. The footer of the Academy's website pages; and
 - iv. The school application that a student must submit to enroll in the Academy.

For purposes of this section, "primary educational management organization" shall have the same meaning as defined in MCL 380.503.