CMU

CENTRAL MICHIGAN UNIVERSITY

CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY
AND RELATED DOCUMENTS

ISSUED TO

BRIDGE ACADEMY OF SOUTHWEST MICHIGAN
(A PUBLIC SCHOOL ACADEMY)

BY THE

CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES
(AUTHORIZING BODY)

MARCH 16, 2021

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AUTHORIZING RESOLUTION

AUTHORIZATION OF PUBLIC SCHOOL ACADEMY AND APPOINTMENT OF INITIAL BOARD OF DIRECTORS

Bridge Academy of Southwest Michigan

Recitals:

1. The Michigan legislature has provided for the establishment of public school academies as part of the Michigan public school system by enacting Act No. 362 of the Public Acts of 1993.

2. The Michigan legislature has mandated that public school academy contracts be issued on a competitive basis taking into consideration the resources available for the proposed public school academy, the population to be served by the proposed public school academy, and the educational goals to be achieved by the proposed public school academy.

3. The Michigan legislature has mandated that authorizing bodies establish by resolution the method of selection, length of term, and number of members of the board of directors.

4. According to this legislation, the Central Michigan University Board of Trustees, as the governing body of a state public university, is an authorizing body empowered to issue contracts to organize and operate public school academies.

5. The Central Michigan University Board of Trustees has requested applications for organizing public school academies and has reviewed the applications according to the provisions set forth by the Michigan legislature.

6. The Central Michigan University Board of Trustees has established chartering policies in addition to the policy titled *Public School Academy Board of Directors: Method of Selection, Appointment, and Removal* as required by the Michigan legislature.

7. The university president or designee has recommended the issuance of a contract to charter as a public school academy to Bridge Academy of Southwest Michigan for a term not to exceed five (5) years.

8. The university president or designee has recommended Mike Haggerty for appointment to a term which expires January 14, 2024; Kimberly Penny-Word to a term which expires January 14, 2025; and Patrick Bird and Gwen Wood to terms which expire January 14, 2022, and to additional terms which expire January 14, 2026.

9. Bridge Academy of Southwest Michigan's application has been submitted under Act 362 of the Public Acts of 1993, being part 6A of the Revised School Code, being sections 380.501 to 380.507 of the Michigan Compiled Laws.

BE IT RESOLVED, That the University Board approves and authorizes the execution of a contract to charter a public school academy to Bridge Academy of Southwest Michigan and authorizes the chair of the board of trustees to execute a contract to charter as a public school academy and related documents between Bridge Academy of Southwest Michigan 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 Bridge Academy of Southwest Michigan is able to comply with all terms and conditions of the contract.

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Date: 2/11/2021

Signature: Mary Jane Flanagan

BE IT FURTHER RESOLVED, That the following individuals are appointed to serve as initial members of the board of directors of Bridge Academy of Southwest Michigan commencing the date upon which the oaths of public office are taken.

Initial Members of the Board of Directors. The initial board of directors of Bridge Academy of Southwest Michigan shall consist of five (5) positions.

Mike Haggerty
Holland, Michigan
area vice president, Arthur J. Gallagher
(to fill a position ending January 14, 2024)

Kimberly Penny-Word
Detroit, Michigan
retired
(to fill a position ending January 14, 2025)

Patrick Bird
Kalamazoo, Michigan
realtor, BHHS Michigan Real Estate
(to fill a position ending January 14, 2026)

Gwen Wood
Buchanan, Michigan
retired
(to fill a position ending January 14, 2026)

To be determined at a later date
(to fill a position ending January 14, 2023)

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Date: 2/11/2021
Signature: Mary Jane Flanagan

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CENTRAL MICHIGAN UNIVERSITY

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.

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Date: 2/15/18

Signature: M Flanagan

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

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Signature: MJ Flanagan

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.

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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

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Date: 2/15/18
Signature: my Flanagan

TERMS AND CONDITIONS OF CONTRACT

TERMS AND CONDITIONS
OF CONTRACT

DATED: MARCH 16, 2021

ISSUED BY

CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES

CONFIRMING THE STATUS OF

BRIDGE ACADEMY OF SOUTHWEST MICHIGAN

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 ("University Board") has considered and has approved the issuance of a contract to Bridge Academy of Southwest Michigan ("the Academy");

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

ARTICLE I
DEFINITIONS

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

(a) "Academy" means the Michigan nonprofit corporation named Bridge Academy of Southwest Michigan which is established as a public school academy pursuant to this Contract.

(b) "Academy Board" means the Board of Directors of the Academy.

(c) "Applicable Law" means all state and federal law applicable to public school academies.

(d) "Application" means the public school academy application and supporting documentation submitted to the University for the establishment of the Academy.

(e) "Authorizing Resolution" means the resolution adopted by the University Board on February 11, 2021, approving the issuance of a Contract to the Academy.

(f) "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.

(g) "Community District" means a community school district created under part 5B of the Code, MCL 380.381 et seq.

(h) "Conservator" means an individual appointed by the University President in accordance with Section 10.8 of these Terms and Conditions.

(i) "Contract" means, in addition to the definition set forth in the Code, these Terms and Conditions, the Authorizing Resolution, the Method of Selection, Appointment, and Removal Resolution, the Schedules, the Educational Service Provider Policies, the Master Calendar and the Application.

(j) “Department” means the Michigan Department of Education.

(k) "Director" means a person who is a member of the Academy Board of Directors.

(l) “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, which contract has been submitted to the Center for review and has not been disapproved by the Center Director, and is consistent with the Educational Service Provider Policies, as they may be amended from time to time, and Applicable Law.

(m) “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 a Management Agreement. 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.

(n) “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.

(o) “Management Agreement” or “ESP Agreement” means an agreement as defined under section 503c of the Code, MCL 380.503c, that has been entered into between an ESP and the Academy Board for the operation and/or management of the Academy which has been submitted to the Center for review and has not been disapproved by the Center Director.

(p) "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.

(q) “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.

(r) "Schedules" means the following Contract documents of the Academy: Schedule 1: Articles of Incorporation, Schedule 2: Bylaws, Schedule 3: Fiscal Agent Agreement, Schedule 4: Oversight, Compliance and Reporting Agreement, Schedule 5: Description of Staff Responsibilities, Schedule 6: Physical Plant Description, Schedule 7: Required Information for 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 March 16, 2021, Issued by the Central Michigan University Board of Trustees Confirming the Status of Bridge Academy of Southwest Michigan as a Public School Academy."

(x) "The Governor John Engler Center for Charter Schools" or "The Center" means the office designated by the University Board as the initial point of contact for public school academy applicants and public school academies authorized by the University Board. The Center is also responsible for administering the University Board's 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 the 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 use of any gender in this Contract shall be deemed to be or include the other genders, including neuter, and the use of the singular shall be deemed to include the plural (and vice versa) wherever applicable.

Section 1.4. Statutory Definitions. Statutory terms defined in 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 Authorizing 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 Authorizing Resolution; and (iv) the Articles of Incorporation shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection, Appointment, and Removal Resolution, Authorizing 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 a 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 an Authorization Resolution which approves the issuance of this Contract. The Authorization 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 an 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: Bylaws. As set forth in the Resolution, a Director serves at the pleasure of the University Board, and may be removed with or without cause at any time.

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

(a) An individual simultaneously serving as an Academy Board member and 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 same-sex domestic partner:

  (i) Is employed by the Academy;
  (ii) Works at or is assigned to work at the Academy;
  (iii) Has an ownership, officer, policymaking, managerial, administrative non-clerical, or other significant role with the Academy's 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 same-sex 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 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 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. By September 30, 2022 the Academy Board shall adopt a contract amendment to include no more than two additional measures and associated metrics as evidence of the progress toward the achievement of the educational goal identified in Schedule 7b. The additional measures and metrics shall be developed in collaboration with the Center and approved by the Center Director.

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 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, Bureau of Commercial Services 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. Upon receipt of the Academy Board's request for termination, the University Board shall consider and vote on the proposed termination request. The University Board may, in its sole discretion, waive the six (6) month advance notice requirement for terminating this Contract.

Section 10.5. Grounds and Procedures for University Termination of Contract. The University Board, in its sole discretion, reserves the right to terminate the Contract (i) for any reason or for no reason provided that such termination shall not take place less than six (6) months from the date of the University Board's action; or (ii) if there is a change in Applicable Law that the University Board, in its sole discretion, determines impairs its rights and obligations under the Contract or requires the University Board to make changes in the Contract that are not in the best interest of the University Board or the University, then such termination shall take effect at the end of the current Academy fiscal year. Following University Board approval, the 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 time line for correcting the non-compliance with the Contract or Applicable Law. If the Academy's response includes a denial of non-compliance with the Contract or Applicable Law, the Academy's response shall include sufficient documentation or other evidence to support a denial of non-compliance with the Contract or Applicable Law. A response not in compliance with this Section shall be deemed to be non-responsive. As part of its response, the Academy Board may request that a meeting be scheduled with the 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 of Directors 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 time line 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 adopts 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.
(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.
(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 388.166b. 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.

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 Finance & Admin. Services Central Michigan University Mt. Pleasant, MI 48859
If to the Academy:	Academy Board President Bridge Academy of Southwest Michigan 499 W. Main St. Benton Harbor, MI 49022

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 five (5) academic years and shall terminate on June 30, 2026, 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 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.

(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. <u>List of Uses for Student Directory Information; Opt Out Form; Notice to Student's Parent or Legal Guardian</u>.

(a) 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.
(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. 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.

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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:_____
Richard K. Studley, 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.

BRIDGE ACADEMY OF SOUTHWEST MICHIGAN

By: DocuSigned by: Mike Hagerty CB56879BAFB1451...
Board President, Michael Hagerty

Date: 3/16/2021

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:_____
Richard K. Studley, Chair

Date: March 11, 2021

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.

BRIDGE ACADEMY OF SOUTHWEST MICHIGAN

By:_____
Board President

Date:_____

CONTRACT SCHEDULES

Schedules

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CONTRACT SCHEDULE 1

ARTICLES OF INCORPORATION

LARA Corporations Online Filing System
Department of Licensing and Regulatory Affairs

Form Revision Date 07/2016

ARTICLES OF INCORPORATION

For use by DOMESTIC NONPROFIT CORPORATION

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is:

BRIDGE ACADEMY OF SOUTHWEST MICHIGAN

ARTICLE II

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

1. The corporation is organized for the purpose of operating as a public school academy in the state of Michigan pursuant to to Part 6a, Act 451, P.A. 1976.
2. The authorizing body for the corporation is: Central Michigan University Board of Trustees.
3. The corporation, including all activities incident to its purposes, shall at all times be conducted so as to be a governmental entity pursuant to Section 115 of the United States Internal Revenue Code ("IRC") or any successor law. Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activity not permitted to be carried on by a governmental instrumentality exempt from federal income tax under Section 115 of the IRC or by a nonprofit corporation organized under the laws of the State of Michigan and subject to a Contract authorized under the Code.

ARTICLE III

The Corporation is formed upon Non Stock basis.

If formed on a stock basis, the total number of shares the corporation has authority to issue is

If formed on a nonstock basis, the description and value of its real property assets are (if none, insert "none"):

None

The description and value of its personal property assets are (if none, insert "none"):

None

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 formed on a Directorship basis.

ARTICLE IV

The street address of the registered office of the corporation and the name of the resident agent at the registered office (P.O. Boxes are not acceptable):

1. Agent Name: MICHAEL HAGERTY
2. Street Address: 3855 STATE PARK ROAD
   Apt/Suite/Other:
   City: HOLLAND
   State: MI Zip Code: 49423

3. Registered Office Mailing Address:

P.O. Box or Street Address:	MICHAEL HAGERTY		
Apt/Suite/Other:	3855 STATE PARK ROAD		
City:	HOLLAND		
State:	MI	Zip Code:	49423

ARTICLE V

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name	Residence or Business Address
MICHAEL HAGERTY	3855 STATE PARK ROAD, HOLLAND, MI 49423 USA

Use the space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added.

ARTICLE VI

THE CORPORATION IS A GOVERNMENTAL ENTITY.

ARTICLE VII

THE CORPORATION AND ITS INCORPORATORS, BOARD MEMBERS, OFFICERS, EMPLOYEES, AND VOLUNTEERS HAVE GOVERNMENTAL IMMUNITY AS PROVIDED IN SECTION 7 OF ACT NO. 170 OF THE PUBLIC ACTS OF 1964, BEING SECTION 691.1407 OF THE MICHIGAN COMPILED LAWS.

ARTICLE VIII

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 IX

THE BOARD OF DIRECTORS SHALL HAVE ALL THE POWERS AND DUTIES PERMITTED BY LAW TO MANAGE THE BUSINESS, PROPERTY AND AFFAIRS OF THE CORPORATION.

ARTICLE X

THE OFFICERS OF THE CORPORATION SHALL BE A PRESIDENT, VICE PRESIDENT, SECRETARY AND A TREASURER, EACH OF WHOM SHALL BE A MEMBER OF THE BOARD OF DIRECTORS AND SHALL BE SELECTED BY THE BOARD OF DIRECTORS. THE BOARD OF DIRECTORS MAY SELECT ONE OR MORE ASSISTANTS TO THE SECRETARY OR TREASURER, AND MAY ALSO APPOINT SUCH OTHER AGENTS AS IT MAY DEEM NECESSARY FOR THE TRANSACTION OF THE BUSINESS OF THE CORPORATION.

ARTICLE XI

NO PART OF THE NET EARNINGS OF THE CORPORATION SHALL INURE TO THE BENEFIT OF OR BE DISTRIBUTABLE TO ITS 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 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 XII

THESE 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

ARTICLES OF INCORPORATION OR MAY PROPOSE A MEETING TO DISCUSS POTENTIAL REVISION TO THESE ARTICLES OF INCORPORATION. THE PROPOSAL WILL BE MADE TO THE UNIVERSITY BOARD THROUGH ITS DESIGNEE. THE UNIVERSITY 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 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 ARTICLES OF INCORPORATION OR MAY PROPOSE A MEETING TO DISCUSS POTENTIAL REVISION. THE CORPORATION'S BOARD OF DIRECTORS MAY DELEGATE TO AN OFFICER OF THE CORPORATION THE REVIEW AND NEGOTIATION OF CHANGES OR AMENDMENTS TO THESE ARTICLES OF INCORPORATION. THE ARTICLES OF INCORPORATION SHALL BE AMENDED AS REQUESTED BY THE UNIVERSITY BOARD OR AN AUTHORIZED DESIGNEE UPON A MAJORITY VOTE OF THE CORPORATION'S BOARD OF DIRECTORS.

AMENDMENTS TO THESE 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. 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 XIII

THE DEFINITIONS SET FORTH IN THE TERMS AND CONDITIONS INCORPORATED AS PART OF THE CONTRACT SHALL HAVE THE SAME MEANING IN THESE ARTICLES OF INCORPORATION.

THESE ARTICLES OF INCORPORATION ARE HEREBY SIGNED BY THE INCORPORATOR ON THIS 12TH DAY OF FEBRUARY, 2021. THESE ARTICLES OF INCORPORATION SHALL BECOME EFFECTIVE UPON FILING. HOWEVER, THE CORPORATION SHALL NOT CARRY OUT THE PURPOSES SET FORTH IN ARTICLE II UNLESS THE UNIVERSITY BOARD ISSUES TO THE CORPORATION A CONTRACT TO OPERATE AS A PUBLIC SCHOOL ACADEMY, AND THE CONTRACT IS EXECUTED BY BOTH THE CORPORATION AND THE UNIVERSITY BOARD.

Signed this 16th Day of February, 2021 by the incorporator(s).

Signature	Title	Title if "Other" was selected
Michael Hagerty	Incorporator	

By selecting ACCEPT, I hereby acknowledge that this electronic document is being signed in accordance with the Act. I further certify that to the best of my knowledge the information provided is true, accurate, and in compliance with the Act.

Decline Accept

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the ARTICLES OF INCORPORATION

for

BRIDGE ACADEMY OF SOUTHWEST MICHIGAN

ID Number: 802608618

received by electronic transmission on February 16, 2021 ***, is hereby endorsed.***

Filed on February 16, 2021 ***, by the Administrator.***

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

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 16th day of February, 2021.

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

CONTRACT SCHEDULE 2

BYLAWS

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BYLAWS
OF

BRIDGE ACADEMY OF SOUTHWEST MICHIGAN

ARTICLE I
NAME

This organization shall be called Bridge Academy of Southwest Michigan (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 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 of Directors. 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 of Directors by resolution, except as prescribed by subparagraph d. The Center Director shall recommend qualified individuals to the University Board.

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 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 president, the Center Director 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.

Section 3. 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 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 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 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 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 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 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.

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 Board of 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 shall serve as a volunteer Director. By resolution of the 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, 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:

# of Academy Board Positions	# Required for Quorum
Five (5)	Three (3)
Seven (7)	Four (4)

Nine (9) Five (5)

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 Board of Directors 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 Bylaws; or (iii) any action the Academy Board cannot lawfully delegate under the Articles, 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 l. Number. The officers of the Academy 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 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 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 Board as may be prescribed by the Academy Board from time to time.

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

Section 7. Secretary. The Secretary of the Academy shall be a member of the Academy Board. The Secretary shall: (a) keep the minutes of the Academy Board meetings in one or more books provided for that purpose; (b) see that all notices, including those notices required under the Open Meetings Act, are duly given in accordance with the provisions of these Bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the 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 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 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 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 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) 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 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 same-sex domestic partner:

(a) Is employed by the Academy;

(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.

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 same-sex 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 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 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 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 Academy may amend its 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 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 Bylaws.

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CERTIFICATION

The Board certifies that these Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by the Academy Board on the 16th day of March, 2021.

DocuSigned by:
Gwen Wood
B670B8349DD746F...
Secretary

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 Bridge Academy of Southwest Michigan ("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 ReportingAgreement, 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.

This space left intentionally blank.

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 Bridge Academy of Southwest Michigan.

BY: Deborah M. Roberts

Deborah M. Roberts, Director
Bureau of State and Authority Finance
Michigan Department of Treasury

Date: January 25, 2021

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 Bridge Academy of Southwest Michigan ("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 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 evaluation studies using Academy data including, but not limited to, personally identifiable information about the Academy's students and staff submitted by the Academy to agencies including, but not limited to, Center for Educational Performance and Information ("CEPI"), Office of Educational Assessment and Accountability ("OEAA") and the Michigan Department of Education ("MDE"). Pursuant to this authorization, the 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
Performance Evaluation System 5-1
Teacher and Administrator Job Performance Criteria 5-1
Reporting Structure 5-1
Position Responsibilities 5-1
School Administrator(s) 5-1
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

All positions are employed by Berrien-Cass-Van Buren Workforce Development Board, Inc. (dba Kinexus Group) and are outlined in the Educational Service Provider Agreement included in this Schedule.

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-today 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.

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SERVICES AGREEMENT

This Services Agreement ("**Agreement**") by and between the Bridge Academy of Southwest Michigan, a Michigan public school academy (the "**Academy**"), and the Berrien, Cass, Van Buren Workforce Development Board, d/b/a, Kinexus Group, a Michigan nonprofit organization ("**KG**"), is effective the 1st day of May, 2021 (the "**Effective Date**"). For purposes of this Agreement, KG and the Academy shall be referred to collectively as the "**Parties**."

RECITALS

WHEREAS, the Academy was issued a Charter Contract ("**Charter Contract**") by the Central Michigan University Board of Trustees (the "**Authorizer**") to operate a public school academy pursuant to the Michigan Revised School Code (the "**Code**"); and

WHEREAS, the Parties desire to work together to promote educational excellence and innovation using KG's leadership, experience, and expertise; and

WHEREAS, the Parties desire to set forth the terms and conditions of such a relationship in this Agreement;

NOW, THEREFORE, for good and valuable consideration, including the mutual promises and benefits contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I

CONTRACTING RELATIONSHIP

A. Services. Subject to the terms and conditions of this Agreement, and as permitted by applicable law, the Academy hereby contracts with KG for the provision of educational, business, management, administrative, and facility services, including without limitation, all labor, equipment, and materials necessary to perform the services set forth in this agreement and Exhibit A (collectively, the "**Services**").

B. Compliance with the Academy's Charter Contract. This Agreement shall be subject to and comply with the terms and conditions of the Academy's Charter Contract issued by the Authorizer. No provision of this Agreement shall interfere with the Academy Board of Directors' ("Academy Board") statutory, contractual, and fiduciary responsibilities, nor shall any provisions of this Agreement be construed so as to prohibit the Academy from acting as an independent, self-governing public body, or allow public decisions to be made other than in compliance with the Michigan Open Meetings Act. KG agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Charter Contract issued by the Authorizer. The provisions of the Academy's Charter Contract shall supersede any competing or conflicting provisions contained in this Agreement.

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C. Relationship of the Parties. The Academy is a public school academy authorized under the Code. The relationship between the parties hereto was developed and entered into through arms-length negotiation and is based solely on the terms and conditions of this Agreement. The Academy is not a division or any part of KG. KG is not a division or any part of the Academy. The relationship between the Parties is based solely on the terms and conditions of this Agreement, and the terms and conditions of any other written agreement between the Parties. The Academy shall be solely responsible for its acts and the acts of its Board members, agents, and employees (if any).

D. Independent Contractor. KG shall provide the Services as an independent contractor, and not as an employee, partner, agent, or associate of the Academy. No employee, partner, agent, or associate of KG shall be an employee, partner, agent, or associate of the Academy, except as provided in this Agreement or expressly acknowledged, in writing, by the Academy Board. Consistent with the status of an independent contractor, KG reserves to itself the right to designate the means and methods of accomplishing the objectives and purposes of this Agreement consistent with Academy Board policy, the Charter Contract and applicable law. KG shall be solely responsible for its acts and the acts of its agents, employees, and those subcontractors who are contracted through KG.

E. Designations and Appointments.

1. The Academy Board shall by resolution appoint an Academy board member to serve as the chief administrative officer of the Academy (the "**CAO**") under the Uniform Budgeting and Accounting Act, MCL 141.421 et seq. (the "**Budgeting and Accounting Act**"). Notwithstanding any other provision of the Agreement to the contrary, the Academy Board resolution shall designate a mutually agreeable KG employee to serve as the designated agent of the CAO to assist with the performance of the CAO's duties under the Budgeting and Accounting Act.

2. KG, including its directors, officers, and employees are hereby designated as "School Officials" of the Academy having a legitimate educational interest such that they are entitled to access educational records under the Family Educational Right and Privacy Act (FERPA), and its implementing regulations, 20 U.S.C. 1232g, *et seq*. (FERPA); 34 CFR Part 99 during the term of Agreement. KG and its employees, and subcontractors agree to comply with FERPA and corresponding regulations applicable to school officials. Additionally:

a. KG agrees that it shall observe Academy Board policies and FERPA regarding confidentiality of Covered Data and Information. Covered Data and Information ("**CDI**") includes paper and electronic student education record information and includes, without limitation, "education records" as defined under FERPA, 34 CFR Part 99. CDI also includes any new records created and maintained by KG under this Agreement using CDI.

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b. KG shall not use or disclose CDI received from or on behalf of the Academy except as permitted or required by this Agreement or FERPA.

c. Upon termination or other conclusion of this Agreement, KG shall return all CDI to the Academy.

d. KG shall develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity and availability of all CDI received from, or on behalf of, the Academy or its students. These measures will be extended by contract to include subcontractors used by KG.

e. KG, within two business days of discovery, shall report to the Academy Board, to the extent known, any use or disclosure of CDI not authorized by this Agreement. KG's report shall identify, to the extent known: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what KG has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action KG has taken or will take to prevent future similar unauthorized use or disclosure. KG shall provide such other information, including a written report, as reasonably requested by the Academy Board.

3. To the extent permitted by applicable law, KG, its directors, officers, and employees may be designated by the Academy for other mutually agreeable purposes by a written resolution of the Academy Board.

F. Certain Prohibitive Conduct Regarding Personally Identifiable Information and Student Records. Except as permitted under the Code, KG 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 KG receives information that is part of an Academy student's education records, KG shall not sell or otherwise provide the information to any other person except as permitted under the Code. For purposes of this subsection, the terms "education records" and "personally identifiable information" shall have the same meaning as those terms in section 1136 of the Code, MCL 380.1136.

ARTICLE II

RESPONSIBILITIES OF THE ACADEMY BOARD

A. Good Faith Obligation. The Academy shall exercise good faith in considering KG's recommendations relative to the Educational Program and/or Services, including but not limited to Board Policies, Academy Funds, Academy Budget, Governance Oversight, Unusual Events, and Retained Authority. The Board retains its authority to make reasonable regulations relative to anything necessary for the proper establishment, maintenance, management, and carry on of the

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Academy, including regulations relative to the conduct of students while in attendance at the Academy or traveling to and from the Academy, consistent with applicable laws.

B. Board Policies. The Academy Board shall be responsible for the fiscal and academic policies of the Academy. The Academy Board shall exercise good faith in considering the recommendations of KG, including but not limited to, KG's recommendations regarding policies, rules, regulations, and the Academy Budget (as defined below).

C. Academy Funds. The Academy Board shall determine the depository of all funds received by the Academy including, but not limited to, the State School Aid Funds and any Additional Revenue. All funds received by the Academy shall be deposited in the Academy's depository account as required by law. Signatories on the Academy Board account shall solely be members of the Academy Board or properly designated Academy Board employees. All interest or investment earnings on Academy accounts shall accrue to the Academy.

D. Academy Budget. The Academy Board is responsible for establishing, approving, and amending the Academy's Budget in accordance with the Budgeting and Accounting Act.

E. Governance Oversight. The Academy Board shall provide governance level and fiduciary oversight of the Academy in accordance with the Charter Contract and applicable law. The Academy Board shall cooperate with KG and timely furnish KG all documents and information necessary for KG to properly perform its responsibilities under this Agreement.

F. Unusual Event. The Academy Board shall timely notify KG of any anticipated or known material: (i) health or safety issues; (ii) labor, employee, or funding issues; or (iii) other issues that may reasonably and adversely impact KG's ability to comply with the Charter Contract, applicable law, or this Agreement.

G. Office Space. The Academy Board shall provide KG with suitable office space at the Academy, provided the requested space is: (i) available and can be provided without materially prejudicing the Educational Program; and (ii) used only for activities related to the Academy. The space shall be provided at no cost to KG.

H. Retained Authority. The Academy Board shall retain the authority to adopt reasonable policies in accordance with applicable law relative to anything necessary for the proper establishment, maintenance, management, and operation of the Academy.

ARTICLE III

RESPONSIBILITIES OF KINEXUS GROUP

A. Manager at Risk. KG shall provide and be responsible and accountable to the Academy Board for the Services set forth in this Agreement regardless of whether actual revenue meets the level projected in the Academy Budget. Notwithstanding the foregoing, KG shall not be required

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to expend funds on Services in excess of the amount set forth in the Academy Budget or if this Agreement is no longer effective.

B. Comprehensive Educational Program. The Academy has determined to adopt KG's proprietary educational and academic programs and goals, as set forth in the Charter Contract (the "Educational Program"). Subject to the oversight of the Academy Board, KG shall implement and administer the Educational Program. In the event that KG reasonably determines that it is necessary or advisable to make material changes to the Educational Program, KG shall inform the Academy Board of the proposed changes and obtain the Academy Board's approval before making such changes, as well as the Authorizer's approval if required by the Charter Contract. The Parties acknowledge and agree that an essential principle of the Educational Program is its flexibility, adaptability and capacity to change in the interest of continuous improvement and efficiency. Not less than annually or as reasonably requested by the Academy Board, KG shall provide the Academy Board with a report detailing progress made on each of the educational goals set forth in the Educational Program. The school year calendar and the school day schedule shall be approved by the Academy Board as required under the Charter Contract.

C. All Children Welcome. KG and the Academy place a high value on diversity, and the Academy shall welcome students of all races, ethnicity, religion, gender, and economic backgrounds.

D. Services to Students with Disabilities. KG and the Academy welcome students with disabilities at the Academy. KG shall provide special education and related services, in conformity with the requirements of the Charter Contract and applicable law, to eligible students who attend the Academy.

E. Educational and Administrative Services. Subject to the oversight of the Academy Board, KG shall implement operational practices and procedures that are consistent with the Academy Budget, Academy Board policy, the Charter Contract, and applicable law. Such practices and procedures shall include, but are not limited to:

1. Student recruitment and student admissions.

2. Student assessments, including testing, promotion, and retention.

3. The acquisition of instructional materials, equipment and supplies, and the administration of any and all extra-curricular and co-curricular activities and programs approved by the Academy Board.

4. Placement of personnel assigned to work at the Academy and management of all personnel functions, as set forth herein.

5. All aspects of the Academy's business administration.

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6. All aspects of the Academy's accounting operation, including general ledger management, financial reporting, payroll, employee benefits and payroll tax compliance.

7. Food service and transportation approved by the Academy Board.

8. All aspects of facilities administration and maintenance.

9. Student behavior management and discipline.

F. Location of Services. Other than instruction, and unless prohibited by the Charter Contract or applicable law, KG may provide the Services off-site, including but not limited to, purchasing, professional development and administrative services.

G. Subcontracts. KG reserves the right to subcontract any and all aspects of the Services. KG shall not subcontract the general oversight of the Educational Program, except as specifically permitted in this Agreement or with prior written approval of the Academy Board. Notwithstanding the foregoing, the Academy Board specifically acknowledges and agrees that from time to time KG may use third parties or independent contractors to assist in the creation and development of Educational Materials (as defined below) that may be used as a part of the Educational Program. Any services provided by KG that are included in the management fee, but are performed by a subcontractor, shall not be charged to, reimbursed by, or passed through as an additional cost to the Academy. No corporate costs of KG shall be charged to, or reimbursed by the Academy.

H. Student Performance Standards and Evaluation. KG shall implement student performance evaluations that permit evaluation of the academic progress of each Academy student. KG shall be responsible and accountable to the Academy Board for the academic performance of students who are enrolled at the Academy. KG shall utilize assessment strategies required by the Charter Contract and applicable law. The Academy Board and KG shall cooperate in good faith to identify academic goals and methods to assess such academic performance. KG shall provide the Academy Board with timely reports regarding student performance.

I. Unusual Events. KG shall timely notify the Academy Board and the Academy Administrator (as defined in Article IV) of any anticipated or known material: (i) health or safety issues, including all mandatory reporting required by applicable law; (ii) labor, employee, or funding issues; or (iii) other issues that may reasonably and adversely impact the Academy's ability to comply with the Charter Contract, applicable law, or this Agreement.

J. Academy Records. The financial, educational, and student records pertaining to the Academy (collectively, the "**Academy Records**"), are property of the Academy and may be subject to the provisions of the Michigan Freedom of Information Act. Except as may be prohibited or limited by the Charter Contract or applicable law, the Academy Records shall be available to the Academy Board and the Authorizer for their review and are subject to inspection and copying to the same extent that records of public school districts are subject to inspection and

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copying pursuant to applicable law. All Academy Records shall be physically or electronically available at the Academy's physical facility upon request made by the Academy Board or the Authorizer.

On an annual basis, KG agrees to provide the Academy Board the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 388.1618(2), for the most recent Academy fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Academy Board shall make the information available on the Academy's website homepage, in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 503c and 553c of the Code, MCL 380.503c and MCL 380.553c, shall have the same meaning in this Agreement.

KG shall make information concerning the operation and management of the Academy, including without limitation the information described in Schedule 4 of the Charter Contract, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under section TBD of the Charter Contract.

K. Except as permitted under the Code, KG 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 KG receives information that is part of an Academy student's education records, KG shall not sell or otherwise provide the information to any other person except as permitted under the Code. For purposes of this section, the terms "education records" and "personally identifiable information" shall have the same meaning as those terms in section 1136 of the Code, MCL 380.1136.Data Security. The Academy Board shall be responsible at its expense for all costs associated with any use or disclosure of Covered Data and Information (as defined in Article I.E.2.a.) not authorized by this Agreement including, without limitation, the legal, accounting, consulting and other costs associated with a data breach of personally identifiable information from Academy education records or other confidential information not suitable or appropriate for public release. KG shall be responsible at its expense for all costs associated with any use or disclosure of Covered Data and Information not authorized by this Agreement or in writing by the Academy which is the direct result of KG's willful misconduct or gross negligence.

L. Facility. KG shall use reasonable efforts to secure a facility to be leased or otherwise provided to the Academy on terms mutually agreeable to KG and the Academy Board. Obligations of the Academy Board created under the terms of such lease are to be fulfilled by KG unless otherwise agreed to in writing by KG and the Academy Board; provided, however, in the event an issue or dispute arises under the terms of the lease or related to the facility, the Academy Board retains the right and authority to deal directly with the owner of the facility to resolve the issue or dispute. The facility shall comply with the requirements of the Charter Contract and applicable law. KG shall also use reasonable efforts to cause the facility to be furnished with equipment and technology as is reasonably necessary to implement the Educational Program.

M. Legal Compliance. KG will implement and enforce rules, regulations and procedures applicable to the Academy that are consistent with adopted Academy Board policy, if any, and the Educational Program in accordance with the Charter Contract and applicable law, including

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without limitation, rules, regulations, and policies regarding non-discrimination, discipline, special education, confidentiality, and access to records. KG shall provide the Academy Board on a timely basis all information concerning the operation and management of the Academy that is required by the Charter Contract and applicable law.

N. Rules and Procedures. The Academy Board will adopt policies as required by law and as otherwise deemed appropriate by the Academy Board. KG will develop and administer practices and procedures consistent with Academy Board policies and make such practices and procedures available to the Academy Board upon request.

O. Assistance to the Academy Board. KG shall cooperate with the Academy Board and, to the extent consistent with the Charter Contract and applicable law, timely furnish the Academy Board with all documents and information necessary for the Academy Board to properly perform its responsibilities under this Agreement.

ARTICLE IV

PERSONNEL & TRAINING

A. Qualified Personnel. KG shall select and hire qualified personnel to perform the Services. KG shall have the responsibility and authority, subject to this Article, to select, hire, evaluate, assign, discipline, transfer, and terminate personnel consistent with the Academy Budget, the Charter Contract, and applicable law. Personnel working at the Academy shall be placed by KG unless otherwise expressly agreed by KG and the Academy Board. KG and the Academy Board shall each be responsible for their respective employees. However, the compensation of all employees working at the Academy shall be included in the Academy Budget. Upon request by the Academy Board, KG shall disclose to the Academy Board the level of compensation and fringe benefits provided by KG to KG employees working at the Academy. A criminal background check and unprofessional conduct search in compliance with applicable law shall be conditions for the placement of any person assigned by KG under this Agreement to regularly and continuously work in any of the Academy's facilities or at program sites where the Academy delivers Services to students. KG shall pay all salaries, wages, benefits, payroll, and other taxes related to its employees. The Academy shall not be liable for the payment of any such salaries, wages, benefits, payroll, or taxes thereon for or on behalf of any KG employee, contractor, or agent irrespective of whether KG receives an advancement of its costs or the payment of services from the Academy. KG acknowledges and agrees that it is the sole and exclusive responsibility of KG to make the requisite tax filings, deductions, and payments to the appropriate federal, state, and local tax authorities for and on behalf of all persons employed or engaged by KG to provide Services under this Agreement. As applicable, KG shall conduct evaluations consistent with Section 1249 and 1250 of the Code.

B. Academy Administrator. The Academy administrator (the "**Administrator**") shall be placed by KG and not the Academy Board. The duties and terms of the Administrator's

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employment shall be determined by KG. The Administrator shall work with KG in the operation and management of the Academy. The Administrator shall attend meetings of the Academy Board and shall provide recommendations and reports to the Academy Board. The accountability of KG to the Academy is an essential foundation of this Agreement. KG shall have the authority, consistent with this Article, to select, place, hire, evaluate, assign, discipline, transfer, or terminate the Administrator and to hold the Administrator accountable for the performance of the Academy. Without limiting the foregoing, KG shall consult with the Academy Board prior to the placement and/or removal of the Administrator. Absent compelling circumstances, the consultation shall commence at least ninety (90) days prior to KG placing and/or removing the Administrator. KG shall give due consideration to the input of the Academy Board or the Academy Board's designated representative prior to making a final decision regarding placement and/or removal of the Administrator. KG shall remove the Administrator if the Academy Board is reasonably dissatisfied with the Administrator's performance. Absent compelling circumstances, however, the Academy Board shall give KG and the Administrator six (6) months to correct the basis for the Academy Board's reasonable dissatisfaction. The parties agree that the purpose of the above provisions is not to deny the Administrator the opportunity for growth and/or promotion within KG. Notwithstanding any of the foregoing, the placement of the initial Administrator for the Academy in its first year of operation shall be made by KG. As the employer, KG shall be solely responsible for evaluating the performance of the Administrator. KG shall seek feedback from the Academy Board prior to completing the Administrator's annual performance evaluation.

C. Teachers. KG shall assign teachers qualified to teach their assigned subjects and grade level to perform Services at the Academy, consistent with this Article. The curriculum taught by the teachers shall be consistent with the Educational Program. The teachers may, at the discretion of KG, be assigned to work at the Academy on a full or part time basis. If assigned to work at the Academy on a part time basis, the teacher(s) may also be assigned to work for other schools or entities where KG provides services. The cost for such teacher(s) shall be shared proportionately among the schools or entities at which KG has assigned the teacher(s) to work. Each teacher assigned to work at the Academy shall hold a valid teaching certificate issued by the State Board of Education or applicable state agency to the extent required by the Charter Contract and applicable law.

D. Support Staff. KG shall assign qualified support staff as needed for KG to operate the Academy in an efficient manner to perform Services at the Academy, consistent with this Article. The support staff may, at the discretion of KG, be assigned to work at the Academy on a full or part time basis. If assigned to work at the Academy on a part time basis, the support staff may be assigned to work for other schools or entities where KG provides services. The cost for such support staff shall be shared proportionately among the schools or other entities at which KG has assigned the support staff to work. An individual assigned to work at the Academy that is not teaching, but for whom a license is required under applicable law, shall have the appropriate license.

E. Training. KG shall provide or procure training in its methods, curriculum, program, and technology to all teaching personnel on a regular basis, as determined necessary by KG. Instructional personnel shall be required to obtain at least the minimum hours of professional

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development as required by applicable law. Non-instructional personnel shall receive training as KG determines reasonable and necessary under the circumstances.

F. Background Checks and Qualifications. KG shall comply with applicable law regarding criminal background checks, unprofessional conduct searches, and certification/licensure, as applicable, for all persons working in the Academy, the costs of which shall be included in the Academy Budget.

G. Terms of Employment. No member of the staff at the Academy shall be subject to any covenant not to compete as part of the terms of his or her employment with KG for the Services.

H. Limitations on Discretion. All decisions made by KG, and any discretion exercised by KG, in its selection, placement, hiring, evaluation, assignment, discipline, transfer, or termination of personnel, shall be consistent with the Academy Budget, the Charter Contract, the parameters adopted and included in the Educational Program, and applicable law.

ARTICLE V

FINANCIAL ARRANGEMENTS

A. Revenues. Except as provided herein, all monies received by the Academy shall be deposited in the Academy's depository account within three (3) business days with a financial institution designated by the Academy Board, provided, however, that upon receipt of a notice from KG, the Academy shall pay all such funds owing under this Agreement directly to the account or party specified in such notice.

B. Signatories for Academy Depository Account. The signatories on the Academy depository account shall solely be members of the Academy Board. Interest income earned on the Academy's depository account shall accrue to the Academy. Except as specifically excluded by this Agreement, the term "**Revenues**" shall include all funds received by or on behalf of the Academy, including but not limited to:

1. Funding for public school students enrolled at the Academy.

2. Special education funding provided by the federal and/or state government that is directly allocable to special education students enrolled at the Academy.

3. Gifted and talented funding provided by the federal and/or state government that is directly allocable to gifted and talented students enrolled at the Academy.

4. At-risk funding provided by the federal and/or state government that is directly allocable to at-risk students enrolled at the Academy.

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5. Funding provided by the federal and/or state government that is directly allocable to students enrolled at the Academy with limited English proficiency.

6. All other federal and/or state grant sources, including, but not limited to, Title I and any start-up funding allocable to the Academy.

7. Grants and donations received by the Academy to support or carry out programs at the Academy (except to the extent KG is not involved in soliciting, administering or managing the contributions and/or donations), in which case such funds shall be deposited in the Designated Academy Board Account (as defined below).

8. Fees charged to Academy students as permitted by law for extra services provided by KG as approved by the Board. The expenditure of any Revenues received from governmental entities shall be consistent with all applicable regulations and policies. The expenditure of any Revenues received from non-governmental grants, contributions, and donations shall be made consistent with the provisions of Article VI.

C. Review and Approval of Academy Budget. The Academy Board shall be responsible for reviewing, revising, and approving the Academy's budget and any budget amendments ("**Academy Budget**") in accordance with the Charter Contract and applicable law.

D. Budget Requirements. KG shall provide the Academy Board with an annual proposed budget prepared and maintained in accordance with this Agreement, the Charter Contract, the Michigan Budgeting and Accounting Act, and applicable law. The Academy Budget shall include all of the Academy's projected revenues and expenses at the object level as described in the Michigan Department of Education's School Accounting Manual. For the Academy's first school year, the Academy Budget shall be submitted prior to the beginning of the school year. Thereafter, the Academy Budget shall be submitted to the Academy Board for review and approval prior to June 1 for the next school year.

E. Designated Academy Board Account. Notwithstanding any other provision of this Agreement to the contrary, each school year during the Term, KG shall allocate to a designated account controlled by the Academy Board an amount equal to the lesser of: (i) 2% of state per pupil aid reflected in the Academy Budget for that respective school year, or (ii) $35,000, whichever is greater (the "**Designated Academy Board Account**"). The aforesaid amount shall be deposited by KG into the Designated Academy Board Account pro-rata during the course of the Academy's fiscal year as Revenues are received. All funds in this account are the property of the Academy and may be used as authorized by the Academy Board. Funds in the Designated Academy Board Account that are not spent by the Academy during the school year shall carryover annually.

Items purchased by KG for the Academy and paid for by the Academy with funds from the Designated Academy Board Account, such as non-proprietary instructional and/or curriculum materials, books, supplies, and equipment, shall be the property of the Academy. The property of

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the Academy excludes items leased, financed, or purchased by KG with the Fee (as defined below). KG agrees not to add any fees or charges to the cost of equipment, materials, or supplies purchased by KG at the request of or on behalf of the Academy with funds from the Designated Academy Board Account. KG, in making such purchases for the Academy pursuant to this subsection, shall comply with applicable law, as if the Academy were making such purchases itself from a third party. KG shall be reimbursed or paid for approved fees or expenses out of the Designated Academy Board Account upon properly presented documentation and approval from the Academy Board. Alternatively, the Academy may advance funds to KG for such fees or expenses provided that documentation for the fees and expenses are provided for Academy Board ratification at the next regularly scheduled meeting. KG shall maintain a listing of all assets owned by the Academy and shall provide the list to the Academy Board annually upon request.

F. Fee. Except for the Designated Academy Board Account referenced in the preceding paragraph, KG shall receive all Revenues as its services fee (the "**Fee**"), from which it shall pay all operating costs of the Academy as detailed in the Academy Budget. KG and the Academy Board acknowledge that operating costs include the administrative fee payable to the Authorizer as set forth in the Charter Contract. Payment of the Fee shall be made on the same frequency that the Academy receives its Revenues. KG shall be entitled to retain as compensation for the Services the difference, if any, between the Fee and the amount actually expended by KG in operation and/or management of the Academy during the Academy's fiscal year. KG agrees not to add any fees or charges to the cost of equipment, materials or supplies purchased by KG at the request of or on behalf of the Academy.

G. No Loans. KG shall not make or extend loans to the Academy Board.

H. Other Schools. The Academy acknowledges that KG may enter into similar services agreements with other schools or entities. KG shall maintain separate accounts for expenses incurred in the operation of the Academy and other schools or entities assisted by KG and shall reflect in the Academy's financial records only those expenses incurred in the operation of the Academy. If KG incurs expenses that are for both the benefit of the Academy and other schools or entities assisted by KG, then KG shall allocate, to the extent permitted by law, such expenses among all such affected schools or entities, including the Academy, on a prorated basis upon the number of enrolled students, the number of classrooms, or the number of teachers at the affected schools, or on such other equitable basis as is reasonably determined by KG. In no event shall marketing and development costs incurred solely for the benefit of KG (and not the Academy) be allocated to the Academy.

I. Financial Reporting. KG shall provide the Academy Board with:

1. At least annually, the Academy Budget as required by this Agreement.

2. Monthly financial statements no more than forty-five (45) days in arrears and at least five days prior to each Academy Board meeting. These financial statements will include an Academy Summary Sheet, a balance sheet, Statement of Revenues,

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Expenditures, and Changes in Fund Balance at object level detail with a comparison of budget to actual revenue and expenditures and explanations of variances.

3. Quarterly, or as reasonably requested by the Academy Board, a report on Academy operations and student performance.

4. As reasonably requested, other information to enable the Academy Board to: (i) evaluate the quality of the Services; and (ii) timely provide all reports and information that are required by the Charter Contract and applicable law.

J. Access to Financial Records. KG shall keep accurate financial records pertaining to its operation of the Academy, together with all Academy financial records prepared by or in possession of KG and shall retain all of these records in accordance with the Charter Contract and applicable law to which such books, accounts, and records relate. KG and the Academy Board shall maintain the proper confidentiality of personnel, students, and other records as required by law. All records shall be kept in accordance with applicable state and federal requirements.

K. Accounting Standards; Annual Audit.

1. The Academy shall at all times comply with generally accepted public sector accounting principles, accounting system requirements of the State School Aid Act of 1979, as amended, applicable Michigan Department of Education rules, and applicable law.

2. The Academy Board shall select and retain an independent auditor to conduct an annual audit of the Academy's financial matters in accordance with the Charter Contract and applicable law.

3. Subject to applicable law, all records in the possession or control of KG that relate to the Academy, including but not limited to, financial records, shall be made available to the Academy, the Academy's independent auditor, and the Authorizer upon request. The expense of the annual audit shall be included in the Academy Budget.

L. Start-up Funds; Contributions; Repayment.

1. KG shall provide start-up funds for: (i) the development of curriculum, a technology system and a school operations plan; (ii) recruiting, selecting and training of personnel; and (iii) to the extent necessary as reasonably determined by KG, cleaning, renovating and equipping of the Academy facility (the "**Start-Up Funds**").

2. KG may make contributions to the Academy in the event Academy expenses for the Services exceed Revenues (the "**Contributions**"). The Contributions, if any, shall be in amounts acceptable to the Parties and, once made, shall be included in the Academy Budget.

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3. The Academy shall not be legally obligated to repay KG for the Start-Up Funds or the Contributions. KG's agreement to make such Contributions shall not be deemed to negate or mitigate the need for the Academy to apply for or solicit state or federal start-up funds, grants, or sub-grants which the Academy, as a public school, may be eligible to receive.

ARTICLE VI

SOLICITATION AND USE OF PRIVATE FUNDS

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

ARTICLE VII

TERM & TERMINATION

A. Term. This Agreement shall commence on the Effective Date, and unless terminated as set forth herein, shall continue until the revocation, termination, or expiration of the Charter Contract currently in effect which expires June 30, 2026(the "**Term**"). The term shall not exceed the length of the Charter Contract. The first school year of this Agreement shall be July 1, 2021 through June 30, 2022, and each school year thereafter shall commence on July 1 and end on June 30 of the following year.

B. Termination.

1. By the Academy. The Academy Board may terminate this Agreement prior to the end of the Term if KG fails to remedy a material breach of this Agreement within (30) days after receiving notice from the Academy of such breach. For purposes of this Subsection, a material breach includes, but is not limited to: (i) KG's failure to account for expenditures or pay operating costs pursuant to the Academy Budget (as defined herein); (ii) KG' s failure to follow policies, procedures, rules, regulations, or curriculum adopted by the Academy Board, provided they do not violate the Charter Contract, applicable law, or this Agreement; (iii) a receipt by the Academy Board of an unsatisfactory report from KG or an independent education consultant retained by the Academy Board regarding the Services or the Academy 's performance, provided the unsatisfactory performance cannot be adequately corrected or explained; (iv) a determination that this Agreement or its implementation would serve as grounds for suspension, termination, revocation, or non-renewal of the Charter Contract; (v) a determination that this Agreement or its

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implementation would jeopardize material tax exemptions of the Academy or its non-profit status; or (vi) any action or inaction by KG 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 in be put in imminent jeopardy of termination, suspension, reconstitution, or revocation by the Authorizer.

2. By KG. KG may terminate this Agreement prior to the end of the Term if the Academy Board fails to remedy a material breach of this Agreement within thirty (30) days after receiving notice from KG of such breach. For purposes of this subsection, a material breach includes, but is not limited to: (i) The Academy's failure or refusal to comply with its Good Faith Obligation pursuant to Article II. A. of this Agreement; (ii) KG's failure to timely receive any compensation or reimbursement required by this Agreement; (iii) a change in law (e.g., a federal, state, or local law or regulation, a court or administrative decision, or attorney general opinion) that has a substantial and material adverse impact (as reasonably determined by KG) on KG's ability to carry out its obligations under this Agreement; or (iv) a suspension, termination, reconstitution, revocation, or non-renewal of the Charter Contract.

3. Revocation or Termination of Charter Contract. If the Academy's Charter Contract issued by the Authorizer is revoked, terminated, or a new Charter Contract is not issued to the Academy after expiration of the Academy's Charter Contract, this Agreement shall automatically terminate on the same date as the Academy's Charter Contract is revoked, terminated, or expires without further action of the parties.

4. Amendment Caused by Academy Site Closure or Reconstitution. In the event that the Academy Board is required (i) to close a site pursuant to a notice issued by the Michigan Department of Education under Section 507 of the Code, MCL 380.507; or (ii) to undergo a reconstitution pursuant to Section 507 of the Code, MCL 380.507, and the Charter Contract, and such closure of a 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.

5. If this Agreement is terminated prior to the end of the Term other than as provided for in Article VII (B)(4) of this Agreement, and unless otherwise agreed by the Parties, such termination will not become effective until the end of the then-current Academy school year. The Academy Board and KG agree to make all efforts necessary to remedy a breach of this Agreement in order to continue school operations until completion of the then-current school fiscal year. If a breach cannot be remedied, the Academy Board and KG agree to work cooperatively to transition management and operations of the school without disrupting the school's operations. KG agrees to perform this transition in a similar manner as described under Article VII (C)(1) of this Agreement based upon completion of the then-current school period.

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C. Effect of Termination. Upon the effective date of termination or expiration of this Agreement:

1. KG 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 educational service provider, 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 educational service provider 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 KG to the Academy; (iv) organize and prepare the Academy's records, both electronic and hard-copy, for transition to the new educational service provider, self-management or dissolution; and (v) provide for the orderly transition to the new educational service provider, 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.

2. Subject to any provisions contained in a lease between the Parties, the Parties shall have the right to remove from the Academy any equipment or other assets owned or leased by the respective Party;

3. The Academy shall pay or reimburse KG through the Fee for the prepaid portion of any expenses or liabilities incurred by KG pursuant to the Academy Budget as of the date of such termination or expiration, provided KG supplies the Academy Board with documentation of all such expenses and liabilities;

4. KG shall, if applicable, reasonably assist the Academy in the execution of a closure and dissolution plan and cooperate in the closure and dissolution process, including without limitation, in any audits and court or other proceedings related thereto; and

5. The party to whom Confidential Information (as defined below) has been disclosed shall, upon request and at the direction of the disclosing party: (i) return such Confidential Information within thirty (30) days, including any copies thereof, and cease its use; or (ii) destroy such Confidential Information and certify such destruction to the disclosing party, except for a single copy thereof which may be retained for the sole purpose of determining the scope of any obligations incurred under this Agreement, and except where disclosure or retention is required by applicable law.

ARTICLE VIII

INTELLECTUAL PROPERTY

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B. Definitions.

1. "**Educational Materials**" means all curriculum, print and electronic textbooks, instructional materials, lesson plans, teacher guides, workbooks, tests, and other curriculum-related materials licensed, developed, or otherwise owned by the Academy or KG.

2. "**Confidential Information**" means any confidential and non-public trade, technical or business knowledge, information and materials regarding the Academy or KG (or their respective affiliates), which is given by one party to the other, or any of their respective representatives) in any form, whether printed, written, oral, visual, electronic or in any other media or manner. Confidential Information includes, but is not limited to, research, operations and procedures, financial projections, pricing, sales, expansion plans and strategies, services data, trade secrets and other intellectual property, or the results of any mediation or private adjudication, as well as information with respect to each party's or its affiliates' plans for market expansion, except for information which a party can show by contemporaneous written records was developed or formulated independently of work or services performed for, or in connection with performance of, this Agreement. Notwithstanding the foregoing, the disclosure of the other party's Confidential Information as required to be disclosed by law, rule or regulation or by reason of subpoena, court order, or government action shall not constitute a breach of this Agreement; however, in such event the party required to disclose such information will reasonably cooperate with the party whose information is required to be disclosed in order to obtain a protective order applicable to such disclosure. All Confidential Information will remain the sole property of the party disclosing such information or data.

C. Non-Disclosure of Proprietary Information. Except as specifically required by the Code, court order, discovery mandated by state or federal court rules, or the Michigan Freedom of Information Act, the proprietary information and materials of either party shall be held in strict confidence by the other party to this Agreement.

D. Academy Materials. The Academy shall own all right, title, and interest in and to Educational Materials that are: (i) licensed or owned by the Academy as of the Effective Date; or (ii) licensed, developed, characterized, conceived, derived, generated, identified, or otherwise made by the Academy during the Term, (iii) are both directly developed and paid for by the Academy; or (iv) were developed by KG at the direction of the Academy Board with Academy funds, provided such materials do not reference the KG Materials (as defined below) or incorporate any Confidential Information of KG (collectively, the "**Academy Materials**"). The Academy Materials shall include all intellectual property rights associated therewith.

E. KG Materials. KG shall own all right, title, and interest in and to Educational Materials that are: (i) licensed or owned by KG as of the Effective Date; (ii) licensed, developed, characterized, conceived, derived, generated, identified, or otherwise made by KG during the Term, provided such materials do not reference Academy Materials or incorporate any

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Confidential Information of the Academy; and (iii) any and all Educational Materials and non-curriculum materials provided to the Academy by KG relating to the Educational Program, including all changes and derivatives thereof (collectively, the "**KG Materials**"). Notwithstanding the foregoing, KG's educational materials and teaching techniques used by the Academy may be subject to disclosure under the Code and the Michigan Freedom of Information Act.

F. Derivative Works. The Parties acknowledge that to the extent any Educational Materials created by the Academy are derivative of the KG Materials, use of such derivative materials during the Term is subject to the license granted herein, and the license to use such derivative materials shall cease as of the date of expiration or termination of this Agreement.

G. No Transfer or Sale. The Academy acknowledges and agrees that KG is not transferring or selling, and the Academy is not receiving, purchasing, or acquiring, any intellectual property or proprietary rights in or to the KG Materials.

H. Licenses. KG hereby grants the Academy a non-exclusive, non-transferable license (without the right to sublicense) to use the KG Materials, and any Educational Materials created by the Academy which are derivative of the KG Materials, solely in furtherance of the Educational Program during the Term, including without limitation, the right to reproduce, publicly display, distribute and create derivative works of the same, in hard copy format or electronically, within the United States. The Academy represents and warrants that during the Term and following the expiration or termination of this Agreement, the Academy will not exploit or assist any third party to exploit any of the KG Materials for commercial purposes. Subject to applicable law, the Academy grants KG a non-exclusive, non-transferable license (without the right to sublicense) to use the Academy Materials, solely in furtherance of the Educational Program during this Agreement, including without limitation, the right to reproduce, publicly display, distribute and create derivative works of the same, in hard copy format or electronically, within the United States.

G. KG Marks. During the Term, KG grants the Academy a non-exclusive, revocable, non-transferable license (without the right to sublicense) to use KG's trade name(s) and KG's trademark(s) (the "**KG Marks**") solely for the purposes of promoting and advertising the Academy. KG shall have the opportunity to review and approve all artwork, copy or other materials utilizing the KG Marks prior to any production or distribution thereof. All uses of the KG Marks require KG's prior written permission. The Academy shall acquire no rights in or to the KG Marks, and all goodwill associated with the KG Marks shall inure to the benefit of and remain with KG. Upon expiration or termination of this Agreement, the Academy shall immediately discontinue use of the KG Marks and shall remove the KG Marks from its locations, vehicles, websites, telephone directory listings, and all other written or electronic promotional materials.

H. Assignment. Each party shall, and hereby does assign to the other, with full title guarantee and without additional compensation, such right, title, and interest in and to any intellectual property as is necessary to fully affect the ownership provisions set out herein, and any accrued rights of action in respect thereof. Each party shall, if so requested by the other, execute all such

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documents and do all such other acts and things as may be reasonably required to comply with this Agreement to vest in the appropriate party all rights in the relevant intellectual property and shall procure execution by any named inventor of all such documents as may reasonably be required by the other party in connection with any related patent application.

ARTICLE IX

INDEMNIFICATION

A. Indemnification of Parties. To the extent not prohibited by the Charter Contract or applicable law, the Parties hereby agree to indemnify, defend, and hold the other (the "**Indemnified Party**"), harmless from and against any and all third-party claims, actions, damages, expenses, losses, or awards which arise out of (i) the negligence or intentional misconduct of the indemnifying party, (ii) any action taken or not taken by the indemnifying party, or (iii) any noncompliance or breach by the indemnifying party of any of the terms, conditions, warranties, representations, or undertakings contained in or made pursuant to this Agreement. As used herein, Indemnified Party shall include the party's trustees, directors, officers, employees, agents, representatives and attorneys. The Parties may purchase general liability, property, or other insurance policies. Notwithstanding anything in this Agreement to the contrary, the Academy Board shall not be precluded by the terms of this Agreement from asserting or declining to assert a claim of governmental immunity.

B. Indemnification of Authorizer. 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, KG hereby promises to indemnify, defend and hold harmless the University from and against all claims, demands, or actions, suits, cause 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) 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 Charter Contract, KG'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 KG, or which arise out of the failure of KG to comply with the Charter Contract or applicable law. The Parties expressly acknowledge and agree that the University may commence legal action against KG to enforce its rights as set forth in this section of the Agreement.

ARTICLE X

INSURANCE

A. Insurance Coverage. KG shall maintain such policies of insurance as required by the Charter Contract, the Michigan Universities Self-Insurance Corporation ("M.U.S.I.C"), and applicable law. Each party shall, upon request, present evidence to the other that it maintains the

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requisite insurance in compliance with the provisions of this Article. In the event that the Authorizer or M.U.S.I.C. requests any change in coverage by KG, KG agrees to comply with any change in the type or amount of coverage, as requested, within thirty (30) days after notice of the insurance coverage change is provided to KG. Each party shall comply with any information or reporting requirements required by the other party's insurer(s), to the extent reasonably practicable. KG's insurance is separate from and in addition to the insurance the Academy Board is required to obtain under the Charter Contract.

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

ARTICLE XI

REPRESENTATIONS & WARRANTIES

A. Academy Board and Academy. The Academy Board represents and warrants, for itself and on behalf of the Academy, that: (i) it is legally vested with all power and authority necessary to operate a public school academy under the Charter Contract and applicable law; (ii) it is legally vested with all power and authority necessary to execute, deliver, and perform this Agreement, including without limitation, the power and authority to contract with a private entity for the provision of educational, business, management, administrative, and facility services; (iii) its actions have been duly and validly authorized, and it has adopted any and all resolutions or expenditure approvals required for the execution of this Agreement; and (iv) there are no pending actions, claims, suits, or proceedings, or, to its knowledge, threatened or reasonably anticipated against or affecting either the Academy Board or the Academy, which if adversely determined, would have a material adverse effect on its ability to perform under this Agreement.

B. KG. KG represents and warrants that: (i) it is a corporation in good standing and is authorized to conduct business in the State of Michigan; (ii) it is legally vested with all power and authority necessary to execute, deliver, and perform this Agreement; (iii) there are no pending actions, claims, suits, or proceedings, or, to its knowledge, threatened or reasonably anticipated against or affecting KG, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement; and (iv) it will comply with all registration and licensing requirements relating to conducting business under this Agreement, which the Academy Board agrees to assist KG in applying for such licenses and permits and in obtaining such approvals and consents.

ARTICLE XII

ALTERNATIVE DISPUTE RESOLUTION

A. Mediation. Any and all disputes between the parties concerning any alleged breach of this Agreement or arising out of or relating to the interpretation of this Agreement or the parties' performance of their respective obligations under this Agreement shall first be submitted to mediation for resolution in Berrien County. Both parties must mutually agree upon the mediator

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selected and shall participate in all meetings in good faith. The mediation shall be conducted in accordance with the Commercial Rules of the American Arbitration Association, with such variations as the parties and arbitrators unanimously accept. The parties will share equally in the costs of the mediation including forum fees, expenses, and mediator's fees.

B. Arbitration. If the mediation does not result in a mutually satisfactory compromise, then the matter shall be resolved by final and binding arbitration, before a single arbitrator, according to the Commercial Rules of the American Arbitration Association. The arbitrator will issue a reasoned opinion and award and award the prevailing party its reasonable attorneys' fees and costs. The Authorizer will be notified of said decision and, upon its request, shall be provided a copy of the opinion. Either party may enter judgment upon the award in the Berrien County Circuit Court.

ARTICLE XII

MISCELLANEOUS

A. Entire Agreement. This Agreement and any attachments hereto shall constitute the entire agreement of the Parties on the subject matter set forth herein. This Agreement supersedes and replaces any and all prior agreements and understandings regarding the subject matter set forth herein between the Academy and KG.

B. Force Majeure. Notwithstanding any other sections of this Agreement, neither party shall be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, embargo, fire, explosion, sabotage, accident, labor strike, flood, terrorism, epidemic, pandemic, governmental action, or other acts beyond its reasonable control.

C. State Governing Law; Waiver of Jury Trial. This Agreement shall be construed, interpreted, governed, and enforced pursuant to the laws of the State of Michigan, without regard to its conflict-of-laws principles. The Parties hereby waive the right to a jury trial in any action, proceeding or counterclaim brought by either KG or the Academy against the other.

D. Notices. All notices and other communications required by this Agreement shall be in writing and sent to the Parties by email or at the facsimile number or address set forth below. Notice may be given by: (i) email or facsimile with written evidence of confirmed receipt by the receiving party of the entire notice; (ii) certified or registered mail, postage prepaid, return receipt requested; or (iii) personal delivery. Notice shall be deemed to have been given on the date of transmittal if given by email or facsimile, upon the date of postmark if sent by certified or registered mail, or upon the date of delivery if given by personal delivery. For purposes of the foregoing, "personal delivery" shall include delivery by nationally recognized overnight courier (such as FedEx), if signed for by the recipient or a delegate thereof. Notices to the Academy shall be sent to the current address of the then current Academy Board President. The addresses of the Parties for the purposes aforesaid, including the address of the initial Academy Board President, are as follows:

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The Academy:

Attn: Academy Board President
Michael Hagerty
3855 State Park Road, Holland, MI 49423
616.218.2204
Michael_Hagerty@ajg.com

Kinexus Group:

Attn: President & CEO
Todd Gustafson
330 W. Main Street, Suite 110
Benton Harbor, MI 49022
269.927.1064
policy@kinexus.org

E. Assignment. The Academy agrees KG may assign this Agreement, without the prior approval of the Academy, to the non-profit corporation it is currently organizing for the purpose of carrying out the terms and conditions of this Agreement. Otherwise, KG may assign this Agreement with the prior written approval of the Academy Board and in a manner consistent with the Authorizer's policies, including prior notification to the Authorizer. Any assignable party shall be considered an educational service provider, as defined by the Authorizer. As such, any assignable party shall follow the requirements set forth in this Agreement and the Authorizer's policies.

F. Amendment. This Agreement shall not be altered, amended, modified, or supplemented except by mutually agreed action of the Academy Board and KG. Any such amendment shall be evidenced in writing and signed by both an authorized officer of the Academy and KG and must be done in a manner consistent with the Authorizer's ESP Policies.

G. Waiver. No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

H. Costs and Expenses. If any Party commences an action against another Party as a result of a breach or alleged breach of this Agreement, the prevailing Party shall be entitled to have and recover from the losing Party reasonable attorneys' fees and costs of suit.

I. Severability. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the terms and provisions set forth herein shall remain in full force and effect and shall in no way be affected, impaired, or

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invalidated, and the Parties shall use their best efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term or provision.

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

K. Governmental Immunity. This Agreement shall not restrict the Academy Board from waiving its governmental immunity or require the Academy Board to assert, waive, or not waive its governmental immunity.

L. Compliance with Law. Each party will comply with the Charter Contract and laws applicable to the performance of such party's responsibilities hereunder.

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

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

Bridge Academy of Southwest Michigan

DocuSigned by:

By: Michael Hagerty
CFF0C16F29FB4E4...

Its: Academy Board President

Kinexus Group

DocuSigned by:

By: _____
2B1EFE56C6DD417...

Its: President & CEO

DocuSigned by:

By: _____
A5A56BA360644A2...

Its: Board Chair

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EXHIBIT A
TO
SERVICES AGREEMENT

The purpose of this Exhibit A is to describe and define the Services to be provided by the Kinexus Group in this Agreement.

EDUCATIONAL SERVICES TO BE PROVIDED BY KINEXUS GROUP

A. Educational Program. KG shall implement the educational components of the Services contained in this Agreement and referred to also as the "**Educational Program**" as set forth in the Charter Contract. Substantial modification of the Educational Program may only occur with the prior written consent of the Academy Board and, if required, an amendment to the Charter Contract which requires Authorizer approval.

B. Other Operating Functions. KG may perform functions other than educational instruction including, but not limited to, purchasing, professional development, and administrative functions off-site (i.e., not on Academy property) unless prohibited by applicable law. Student records are the property of the Academy and shall be maintained by KG at the corresponding Academy site(s).

C. Student Enrollment. The Academy Board shall be responsible for establishing recruitment admission policies in accordance with the Charter Contract. KG shall enroll students at the Academy in accordance with such policies provided that the policies are in compliance with the Charter Contract and applicable law.

D. Student Due Process Hearings. KG shall provide student due process hearings in compliance with all applicable law, consistent the Academy's own obligations to oversee student due process hearings, as set forth in the Charter Contract and applicable law.

E. Adherence to Applicable Law. KG shall administer and provide the Educational Program in a manner that shall meet federal, state, and local requirements, the requirements imposed under the Code and the Charter Contract, and all lease provisions entered into by the Academy Board for the operation of the Academy.

F. Additional Funds. In order to supplement and enhance the school aid payments received from the state of Michigan and improve the quality of education at the Academy, KG shall assist the Academy's endeavors to obtain revenue from other sources (the "**Funding Sources**") and, in this regard:

1. The Academy and/or KG, with prior Academy Board approval, may solicit grants and donations in the name of the Academy from various Funding Sources consistent with the mission of the Academy in furtherance of the Educational Program;

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2. KG shall provide monthly reports to the Academy Board regarding any grant requests for applications, grant application, or grant administration status relating to grants or grant applications relating to the Academy;

3. The Academy and/or KG, only with prior Academy Board approval, may apply for and receive grant money in the name of the Academy from various Funding Sources for activities outside of the Educational Program;

4. To the extent permitted under the Code and Contract, and with the approval of the Academy Board, the Academy may charge fees to students for extra services such as summer and after-school programs, athletics, etc., and charge non-Academy students who participate in such programs; and

5. Additional Revenue as defined in this Agreement shall inure to, and be deemed property of, the Academy.

G. Outside Services. KG may procure outside services from other vendors ("**Outside Services**") for the benefit of the Academy. KG shall not mark up any costs related to providing the Outside Services. To the extent required by the Code, KG will engage in competitive bidding. KG shall provide a list of all such Outside Service providers and the contract details upon request by the Academy as part of the Academy's budget review and approval by the Academy Board.

H. Adherence to Charter Contract. KG agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with Academy's obligations under its Charter Contract issued by the Central Michigan University Board of Trustees. As stated in this Agreement, the provisions of the Academy's Charter Contract shall supersede any competing or conflicting provisions contained in this Agreement.

I. Kinexus Group Reporting. KG shall timely provide reasonably requested or expected information to the Academy Board on a monthly basis or upon the Academy Board's reasonable request to enable the Academy Board to monitor KG's performance under this Agreement.

J. Student Performance Standards and Evaluation. KG shall implement student performance evaluations consistent with the Educational Program, which requires evaluation of the educational progress of each Academy student. KG shall be responsible for and accountable to the Academy Board for the performance of the Academy's students and shall meet the educational performance requirements of the Charter Contract. At a minimum, KG shall utilize assessment strategies required by the Educational Program and the Authorizer. Other measures of and goals for students and Academy performance are set forth in this Agreement.

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K. Services to Students with Disabilities. The Academy and KG welcome students with disabilities at the Academy. KG shall plan and supervise special education services for students who attend the Academy. KG may subcontract these services if it determines that it is necessary and appropriate for the provision of services to students with special needs or if instruction cannot be met within the Academy's program. Such services shall be provided in a manner that complies with Charter Contract and applicable law.

L. Services to All Students. The Academy and KG place a high value on diversity, and the Academy shall welcome students and families of all races, ethnicity, religion, gender, and economic backgrounds.

BUSINESS/FINANCE SERVICES TO BE PROVIDED BY KINEXUS GROUP

A. Accountability. KG shall be directly accountable to the Academy Board for the administration, operation, and performance of the Academy in accordance with the Charter Contract. KG shall not expend Academy funds in excess of the amount set forth in the Academy's Budget, as amended.

B. Business Administration. KG shall be responsible for all of the educational, business, management, administrative, and facility services at the Academy which includes, but is not limited to:

1. Implementation and administration of the Educational Program, including administration of any and all extracurricular and co-curricular activities and programs agreed to by KG and acquisition of instructional materials, equipment, and supplies;

2. Management of all personnel functions, including professional development for all instructional personnel and the personnel functions outlined in this Agreement;

3. Aspects of the business administration (as determined as generally understood in the industry) of the Academy as agreed between the Academy Board and KG; and

4. Any function necessary or expedient for the administration of the Academy consistent with the Educational Program or otherwise approved by the Academy Board.

C. Student Records. Except as otherwise provided in this Agreement, KG shall keep all student and financial records relating to the Academy at the respective site, and the same shall be available for public inspection upon reasonable request consistent with the Charter Contract and applicable law. All student and financial records will remain the property of the Academy.

D. Financial Reporting. KG shall provide the Academy Board with:

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1. A projected annual budget that complies with the Charter Contract and applicable law before June 30 of each school year, related to the Services and Educational Program in this Agreement;

2. Detailed financial statements monthly and quarterly statements (in a form and as requested by the Academy Board) as described in Article V(I) of this Agreement;

3. Facilitate the annual audit in compliance with Charter Contract and applicable law showing the manner in which funds are spent at the Academy; however, it is acknowledged that only the Academy Board shall select and retain auditors, and the Academy Board shall contract directly with any auditor of its choice, and KG will cooperate with the production of any and all documents necessary for the audit. Any such audit and audit materials shall be the property of the Academy;

4. Other information as reasonably requested by the Academy Board to enable the Academy Board to monitor KG' s performance under the Agreement; and

5. A copy of KG's annual audit.

E. Statutory Reporting Requirements. KG shall provide to the Academy Board, at least annually, the following information to ensure that the Academy can comply with statutory reporting requirements.

1. Each health care benefit plan including, but not limited to, medical, dental, vision, disability, long-term care, or any other type of benefits that would constitute health care services offered to any employee at the Academy.

2. The Academy audit report conducted for the most recent fiscal year for which it is available. The bids required under section 5 of the Public Employee Health Benefits Act, 2007 PA 106, MCL 124.75.

3. The total salary and a description and cost of each fringe benefit included in the compensation package for the Academy Administrator and for each employee of the Academy whose salary exceeds $100,000.

4. The annual amount spent on dues paid to associations. The annual amount spent on lobbying or lobbying services. As used in this subsection, "lobbying" means that term as defined in section 5 of 1978 PA 472, MCL 4.415.

5. All of the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 388.1618(2), for the most recent school fiscal year for which that information is available. KG shall make all of the above-enumerated information available through a link on the Academy's website homepage, in a form and manner prescribed by the Michigan Department of Education.

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F. Policy and Procedures. KG may recommend to the Academy Board reasonable rules, regulations, policies, and/or procedures applicable to the Academy. The Academy Board hereby authorizes and directs KG to enforce such rules, regulations, and procedures consistent with Academy Board policy.

G. Review of Academy Budget. KG shall timely prepare, propose, and amend, as necessary, an annual operating budget (the "**Academy Budget**") in accordance with the Charter Contract and the Michigan Budgeting and Accounting Act for review and approval by the Academy Board. The Academy Budget shall include all of the Academy's projected revenues and expenses at the object level as described in the Michigan Department of Education's Michigan School Accounting Manual.

HUMAN RESOURCES SERVICES TO BE PROVIDED BY KINEXUS GROUP

A. KG as Providing Staffing Services. KG shall determine staffing levels in accordance with the Academy Board approved budget and manage assigned personnel consistent with the Charter Contract and applicable law.

B. KG Teachers. KG shall assign and manage teachers qualified in the applicable grade levels and subjects consistent with applicable law and the Charter Contract. KG shall ensure that the curriculum taught by teachers is the curriculum set forth in the Charter Contract. KG shall only assign teachers that hold a valid teaching certificate issued by the State Board of Education.

C. KG Support Staff. KG shall assign and manage support staff qualified in the areas required including, but not limited to, clerical staff, administrative assistants and director, bookkeeping staff, maintenance personnel, and the like.

D. KG Employee Taxes. KG shall pay its portion of social security, unemployment, and any other taxes required by law to be paid on behalf of its employees. Unless required by applicable law, KG shall not make payments to the Michigan Public School Employees' Retirement System or any other public retirement system on behalf of its employees.

E. Background Clearances. KG shall, to the extent permitted by applicable law, be responsible for conducting or arranging for criminal background and conduct checks on its employees assigned to the Academy to ensure that the Academy fulfills its responsibilities to: a) conduct criminal background and record checks required by the Charter Contract and applicable law; and, b) maintain evidence that it has performed such actions.

STUDENT SAFETY PROGRAM MANAGEMENT SERVICES
TO BE PROVIDED BY KINEXUS GROUP

A. Crisis Management Policy. KG shall draft and update a comprehensive crisis management policy and protocol to ensure the Academy maintains a safe school environment and is prepared to respond to a range of crisis-level incidents that could impact student safety and the learning environment, including but not limited to natural disasters, bomb threats, active shooter or other violence, hostage situation, suicide, serious injury or ill student, hazardous materials accident, or fire.

B. Crisis Team Management. KG shall identify and form an Academy crisis team and document reporting procedures and response protocol. KG shall train the crisis team regarding how to implement crisis management plans quickly and effectively, including securing students, securing building, minimizing harm and communicating with first responders.

C. Preventative Resources and Outreach. KG shall identify warning signs for violent behavior, suicide, gang activity, etc., and develop resource materials for students, parents, staff and teachers to attempt to minimize negative outcomes and occurrences. KG shall implement private reporting component of the Academy and community safety plan in which every student, staff, teacher, parent, and volunteer agrees that whenever anyone "sees something, they say something."

D. Post-Incident Restoration. KG shall provide counseling and other resources as necessary following a crisis to restore a safe learning environment and student well-being. Following a crisis incident, KG shall evaluate the incident and the response and may improve the crisis management plan, if appropriate.

E. Media Relations. KG shall identify a media spokesperson for the crisis response communication plan. KG shall advise all KG employees regarding media response plan.

F. Safety Drills. KG shall practice and perform all statutory required safety drills including but not limited to lockdown drills, fire drills, and tornado drills, and undertake other precautions to minimize harm in crisis situations.

G. Reporting. KG shall inform the Academy Board regarding the occurrence and results of statutory required safety drills, operations of crisis management team, and response protocol and outcomes of any crisis incidents.

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
Site Plan 6-3
Floor Plan 6-4
Lease Documentation 6-5
Certificate of Use and Occupancy 6-6

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 Bridge Academy of Southwest Michigan (the "Academy") is as follows:

Address: 499 W. Main St.
Benton Harbor, MI 49022

Description: The facility at this Site is one story and includes approximately 31,250 square feet of space; the Academy subleases approximately 5,664 square feet of that space. The area subleased by the Academy includes three computer labs, two breakout rooms, a resource room, a calm room, a multipurpose room, two restrooms, office space, and storage areas.

Configuration of Grade Levels: Ninth through Twelfth Grade.

Term of Use: Term of Contract.

Name of School District and Intermediate School District:

Local: Benton Harbor Area Schools
ISD: Berrien RESA

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.

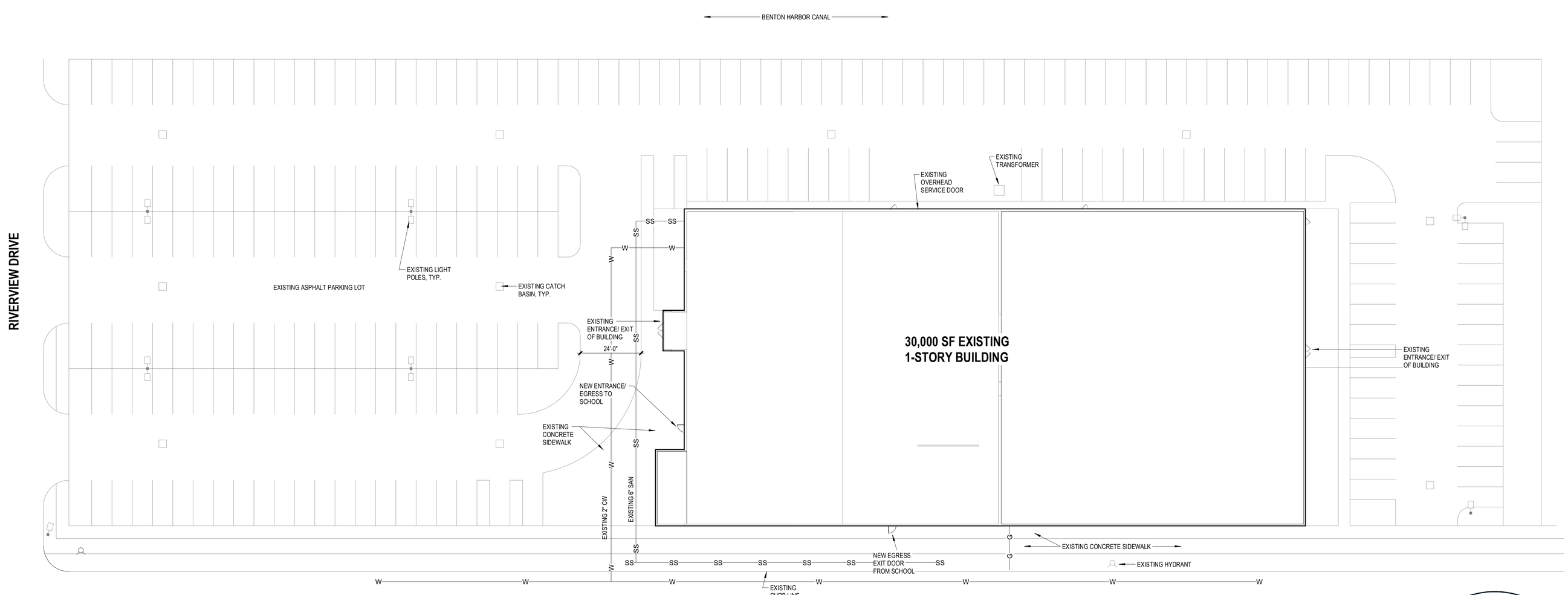
A. Narrative description of physical facility
B. Size of building
C. Scaled floor plan
D. Copy of executed lease or purchase agreement

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.



NOTE:
SITE PLAN SHOWN FOR REFERENCE. PROJECT SCOPE OF WORK DOES NOT INCLUDE ANY EXTERIOR SITE IMPROVEMENTS BESIDES TWO NEW EXTERIOR DOORS TO THE SCHOOL AS NOTED.

BUREAU OF CONSTRUCTION CODES
STATE OF MICHIGAN

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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ARCHITECTURAL SITE PLAN
1" = 20'-0"

progressive ae

1811 4 Mile Rd NE . Grand Rapids, MI 49525 . 616.361.2664 . www.progressiveae.com

Bridge Academy of Southwest Michigan

KINEXUS
BRIDGE ACADEMY RENOVATION

489 West Main St, Benton Harbor, MI 49022

STATE OF MICHIGAN
DAVID S SHULL
ARCHITECT
No. 1301041157
LICENSED ARCHITECT

This item has been electronically signed and sealed by David S. Shull using a Digital Signature and date. Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

05/26/2021

ISSUANCE

FOR CONSTRUCTION

5/26/2021

REVISIONS

NO.	DATE	DESCRIPTION

FILE NUMBER	85710002
PROJECT MANAGER	BJY
PROFESSIONAL	
DRAWN BY	
CHECKED BY	

ARCHITECTURAL SITE PLAN
A001

Schedule 6-3

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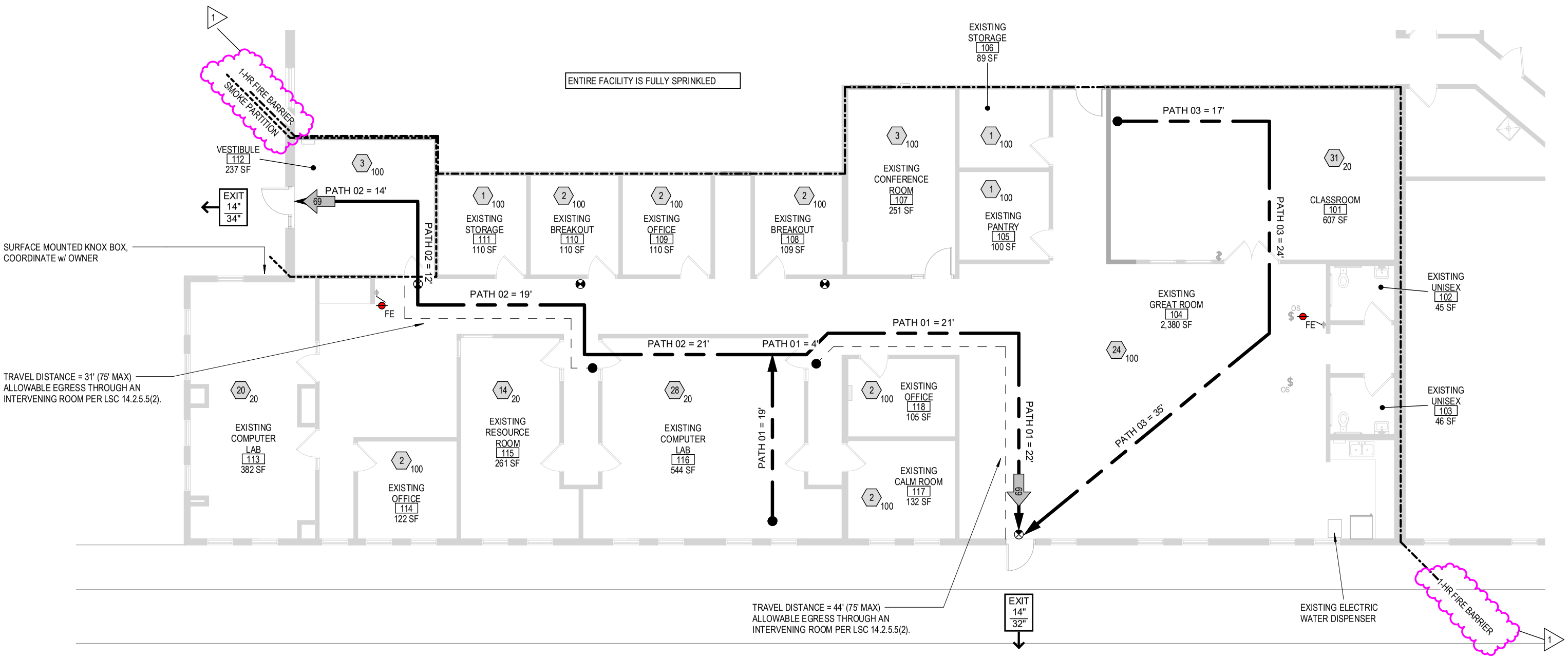
A001
ARCHITECTURAL SITE PLAN

THIS DOCUMENT HAS BEEN PREPARED BY PROGRESSIVE AE AS AN INSTRUMENT OF SERVICE, AND PROGRESSIVE AE SHALL RETAIN ALL COMMON LAW, STATUTORY AND OTHER RESERVED RIGHTS, INCLUDING THE COPYRIGHT THERETO.



BRIDGE ACADEMY OF SOUTHWEST MICHIGAN

499 W MAIN STREET
BENTON HARBOR, MI 49022

FIRST FLOOR CODE COMPLIANCE PLAN

1/8" = 1'-0"

Bridge Academy of Southwest Michigan

Schedule 6-4

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SHARED SPACE SUBLEASE

THIS SHARED SPACE SUBLEASE ("Sublease") is effective as of May 1, 2022, between Berrien, Cass, Van Buren Workforce Development Board, Inc (dba Kinexus Group), a Michigan nonprofit corporation, as "Landlord", and Bridge Academy of Southwest Michigan, a Michigan public school academy, as "Tenant".

1. **The Subleased Premises**. Landlord is the tenant under leases (the "Prime Leases") for the premises located at 499 West Main Street, Benton Harbor, Michigan 49022 ("Building"). Tenant and Landlord will share designated space (Exhibit 1) in the Building and the parking areas adjacent to the Building (collectively, the "Subleased Premises").

Landlord leases to Tenant, and Tenant leases from Landlord, shared use with Landlord of the Subleased Premises for the purposes, for the term, at the rents and under the terms and conditions set forth in this Sublease.

2. **Use of Subleased Premises**. Tenant and Landlord shall share the Subleased Premises. Tenant shall occupy and use so much of the Subleased Premises as Tenant and Landlord shall mutually agree in writing, provided, however, that Landlord and Tenant shall be reasonable in determining the space and facilities needed by Landlord and Tenant. Tenant shall only use the Subleased Premises for a public school academy. The Subleased Premises shall not be used or occupied by any other person or for any other purpose without the express written consent of Landlord. Tenant and Landlord shall, during the term of this Sublease, comply with all governmental health, safety, sanitary, environmental, zoning and building laws, codes, ordinances, rules, regulations and orders applicable to the Subleased Premises and the Buildings and the driveways, walkways and parking areas located adjacent to the Buildings.

3. **Term of Sublease**. The term of this Sublease shall commence on May 1, 2022 and end on August 31, 2025 which termination will coincide with the terms of the Prime Lease on a per-Building basis, provided, however that Landlord may terminate this Sublease in the event of Tenant's material breach of this Sublease, but only if Tenant has not corrected the breach within 15 days of receipt of written notice from the Landlord of the material breach. Either party may terminate this Sublease with 120-days written notice to the other party. Tenant's taking possession of the Subleased Premises shall constitute Tenant's acceptance of the Subleased Premises in their "as is" condition, subject to the other terms and conditions of this Sublease. Notwithstanding the termination provisions above, if the Tenant'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 Tenant after expiration of the Tenant's Contract, this Lease Agreement shall automatically terminate on the same day as the Tenant's Contract is revoked, terminated, or expires without further action of the parties and without penalty for early termination.

4. **Rent**. Rent shall be payable on the first day of each month. Tenant's monthly rent will be $10,000.

5. **Late Fee**. In the event any payment required under this Sublease is not received by Landlord within fifteen (15) days after it is due, a late payment fee equal to five percent (5%) of the late payment shall be immediately due from Tenant to Landlord.

6. **Security Deposit**. No security deposit will be required.

7. **Closure or Reconstitution Under Section 507.** In the event that the Tenant is required (i) to close an Academy site pursuant to a notice issued by the Michigan Department of Education under Section 507 of the Revised School Code, MCL 380.507; or, (ii) to undergo a reconstitution pursuant to Section 507 of the Revised School Code and the Charter Contract, and such closure of an Academy site or reconstitution causes an amendment to or termination of this Lease Agreement, the parties agree that this

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Lease Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Tenant, and the Landlord shall have no recourse against the Tenant or the University Board for implementing such site closure or reconstitution.

8. **Covenants**. Tenant and Landlord agree the below items are inclusive of, but not limited to additional items included in the monthly rent fee as described above. The total monthly fee will not exceed the rental fee described above.

(a) **Telephone and Fax**. Landlord shall pay for all telephone, internet and facsimile services, but Tenant shall reimburse Landlord for its allocable share of these expenses, which has been determined to be 21% ("Allocable Share"). The Allocable Share may be modified upon mutual consent of both parties.

(b) **Taxes and Utilities.** Landlord shall pay all real property taxes and utilities on the Subleased Premises, but Tenant shall reimburse Landlord for its Allocable Share of these expenses.

(c) **Reimbursements**. All reimbursement of costs due from Tenant under this Sublease will be paid within fifteen (15) days of invoicing. Landlord shall determine the amounts of such reimbursements, and such determination will be binding on Tenant if reasonable.

(c) **Indemnification**. To the extent permitted by law, the parties covenant and agree to indemnify, defend and save the other party harmless from, any cost, expense, liability or claim (including reasonable attorney's fees) which may be incurred by or asserted against the other party by reason of the party's use or occupancy of the Subleased Premises, or breach of this Sublease.

(d) **Dangerous Materials**. Tenant shall not keep, have or dispose on the Subleased Premises any article or thing of a dangerous, hazardous, inflammable, or explosive character that might unreasonably increase the danger of fire on the Subleased Premises or that might be considered hazardous under any state or federal environmental laws or regulations.

9. **Alterations and Improvements**. Tenant, without the written consent of the Landlord, shall make no alterations or improvements in the Subleased Premises and shall not remove any of the fixtures and appliances from the Subleased Premises.

10. **Landlord's Right of Inspection**. Landlord or Landlord's agent shall have the right at all reasonable times during the term of this Sublease to enter the Subleased Premises for any reasonable purpose.

11. **Insurance.** Tenant shall reimburse Landlord for its Allocable Share of all insurance costs for the Subleased Premises.

12. **Maintenance**. To the extent provided in the Prime Lease, Landlord shall be responsible for maintenance and repair expenses related to the Subleased Premises. Tenant will reimburse Landlord for its Allocable Share of all expenses and costs covered by this Section 12.

13. **Liability**. Unless the following are the result of gross negligence or willful misconduct of Landlord, its employees or agents, Landlord shall not be liable to Tenant, or Tenant's invitees for any losses or damage to person or property (including incidental and consequential damages) caused by: (a) the acts or omissions of any other persons, whether such persons be on or off the Subleased Premises with or without the permission of the Landlord; (b) theft, fire, water, rain, storm, explosion, sonic boom or other causes; (c) any interruption, malfunction or failure in the supply of any utilities or utility services to the Subleased Premises; or (d) any condition on, in or about the Subleased Premises.

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14. **Assignment and Sublease**. Tenant shall not assign this Sublease, or sublease all, or any part of, the Subleased Premises, without the prior written consent of Landlord.

15. **Surrender of Subleased Premises**. At the expiration or termination of this Sublease, Tenant shall quit and surrender the Subleased Premises in as good a condition as it was at the date of this Sublease, reasonable use and wear thereof excepted.

16. **Incorporation of Prime Lease.** This Sublease incorporates and is subject to the Prime Lease. Tenant guarantees its use of the premises will not materially impair the performance of all of the obligations and responsibilities of Landlord (as tenant) under the Prime Lease for the duration of the Sublease. The Prime Lease is included in Exhibit 2.

17. **Notices**. All notices under any provision of this Sublease shall be deemed to be properly served if delivered in writing personally or sent by first class mail. All notices shall be personally delivered or mailed to the parties at addresses set forth above, or at such other address as shall be designated in writing by either party to the other.

18. **Entire Agreement; Amendment**. This Sublease contains all of the terms and conditions of the agreement of the parties concerning the Subleased Premises. This Sublease may be amended only by a written agreement signed by both Landlord and Tenant.

IN WITNESS OF WHICH, Landlord and Tenant have executed this Sublease.

WITNESSES:

DocuSigned by:
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_____

DocuSigned by:
B670B8349DD746F...

_____

"LANDLORD"
Kinexus Group

By DocuSigned by:
A5A56BA360644A2...

Its: Chairman, Kinexus Group Board of Directors

"TENANT"
Bridge Academy Southwest

By DocuSigned by:
CB56879BAFB1451...

Its:___Board President_____

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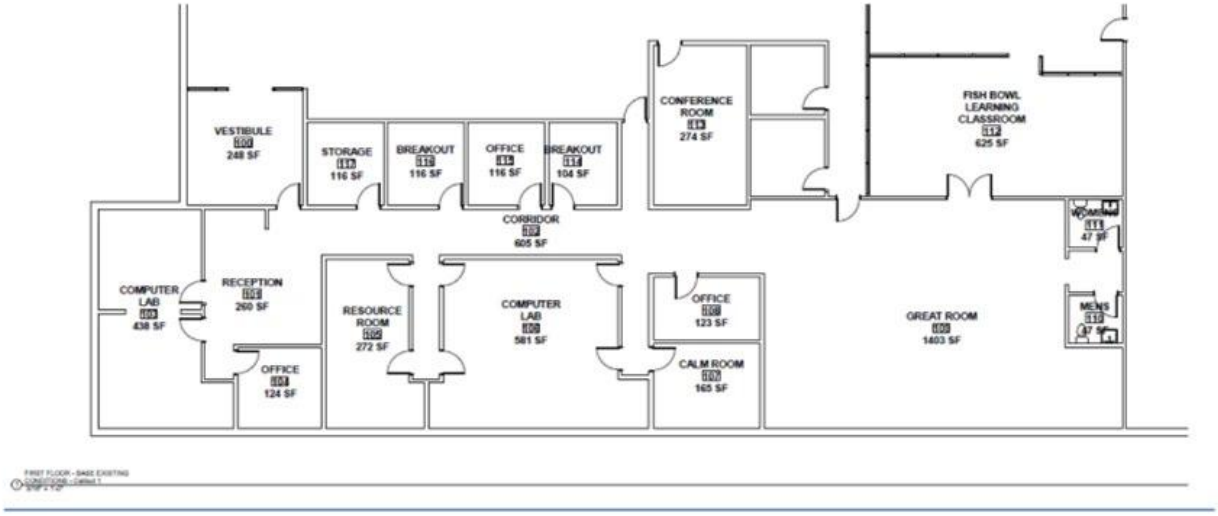
Exhibit I

Tenant space is approximately 5,664 square feet



LEASE AGREEMENT

THIS **LEASE AGREEMENT** (the "Agreement") is made this 4th day of August, 2020 by and between **CONSUMERS INVESTMENT CO., L.L.C.**, a Michigan limited liability company, with its offices located at 355-D Gray Street, Benton Harbor. Michigan 49022 ("Lessor") and **BERRIEN-CASS-VAN BUREN WORKFORCE DEVELOPMENT BOARD, INC.**, a Michigan nonprofit corporation, D/B/A "Michigan Works Berrien Cass Van Buren", and D/B/A "Kinexus Group", with an address located at 499 West Main Street, Benton Harbor, Michigan 49022 ("Lessee").

WITNESSETH

1. Premises. Lessor hereby leases to Lessee, and Lessee hereby leases from Lessor the premises situated in the City of Benton Harbor, Michigan, described as follows:

The building presently occupied by Lessee and located at 499 West Main Street in that City (the "Building"), totaling approximately 30,000 square feet, and including rights in common with Lessor's other tenants of the Building (if any) to the use of the driveways, parking and yard areas, it being understood in this regard that any conflicts in common usage shall be resolved by Lessor, who is authorized to promulgate reasonable rules as to usage of outside areas, should this become necessary.

2. Term. The term of this Lease shall be for a period of Five (5) years, commencing on September 1, 2020 and ending on August 31, 2025 (the "Term").

2A. Early Termination by Lessee. Lessee receives its primary funding from appropriations by the Federal government and the State of Michigan. Recognizing that this funding may be decreased at any time, the parties agree that in the event the Michigan Legislature or the federal government fails to provide or terminates funding in an amount necessary to cover the amounts due under this lease, Tenant may cancel the lease by providing written notice to Lessor 60 days prior to the date of cancellation provided, however, that in the event the action of the Michigan Legislature or federal government results in an immediate absence or termination of funding, cancellation may be made effective immediately upon delivery of written notification to Lessor.

3. Rent. Lessee agrees to pay Lessor as rent for the leased premises during the Term Twenty-four Thousand Five Hundred Dollars ($24,500.00) per month, plus any Additional Rent, if applicable, as provided in Section 3A, to be paid in advance on the first day of each month of the Term at the address of Lessor stated above, or elsewhere as Lessor may in writing direct. It is the intention of Lessor and Lessee that the rent shall be net to the Lessor in each year during the Term, that all costs, expenses and obligations of every kind relating to the leased premises (except as otherwise specifically provided in this Lease) which may arise or become due during the Term shall be paid by Lessee.

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3A. Additional Rent: Real Estate Taxes. If in any real estate fiscal tax year starting with the real estate tax year beginning January 1, 2020, the real estate taxes on the Leased Premises (which specifically includes both the land and the building), are in excess of the amount of such taxes for the 2019 tax year, it being assumed that all taxes cover the calendar year in which first billed, then Tenant agrees to pay to Lessor, as additional rent, when billed by Lessor, One Hundred percent (100%) of such excess that may occur in each year of the Term of this Lease, apportioned for any fraction of a tax year in which the Term of this Lease begins or ends.

4. Use of the Leased Premises. The leased premises shall be used by Lessee for Lessee's office, meetings, storage, promotional, educational and training purposes and any related lawful purposes, provided, however, that Lessee's use shall be in a careful, safe and proper manner and shall at all times comply with any and all reasonable rules, regulations and/or directives applicable to the leased premises issued by insurance rating bureaus and/or insurance companies writing policies for Lessor which cover the premises. Lessee further agrees that its use of the premises shall not be in violation of any law, ordinance or regulation and that no use will occur which would disturb the quiet enjoyment of any other tenant in the Building.

4A Hazardous Materials. Lessee shall not cause or permit any Hazardous Material to be brought upon, kept or used in or about the premises during the term of this Lease, including any extensions or renewals, and including also any period after the expiration of the Term when Lessee or those holding under or through Lessee continue in possession of the premises, except that Lessee may bring Hazardous Materials onto the premises to the extent they are incidental to normal office use and other permitted uses of the premises, such as gas and oil associated with normal vehicle usage, office supplies and products and similar items. As used herein, "Hazardous Material" includes: (a) petroleum, (b) asbestos, and (c) without limitation, any material or substance that is designated or defined as a "hazardous or toxic waste" or "hazardous material" under applicable federal, state or local law or regulation. Lessee agrees to indemnify and save Lessor harmless from all liability, damage, and costs, including reasonable attorneys' fees, arising out of any violations of this provision, and this obligation shall survive termination of the Lease.

5. Repairs and Maintenance.

a. Lessor shall keep the exterior of the Building, (including the roof, exterior walls, foundation and structural supports of the Building, including windows and doors (except for card readers or other security features installed by Lessee which shall be the responsibility of Lessee) and the parking lot in a proper state of repair. Lessor agrees to provide snow removal for the driveways, sidewalks, entry ways and the parking lot. Lessor shall also be responsible for all repairs and routine maintenance to the heating and air conditioning systems and electrical system serving the leased premises. Lessor shall also be responsible for the replacement of all light bulbs and ballasts in ceiling fixtures, and for replacement of any ceiling tiles damaged by roof leaks or leaks in the HVAC system.

b. Lessee shall keep and maintain that portion of the interior of the Building

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leased by it in a proper state of repair, including custodial upkeep. Except as provided in subsection a above, Lessee shall be responsible for keeping the grounds in a neat and clean condition. Notwithstanding anything agreed to the contrary, Lessee shall be responsible for all repairs occasioned by the negligence of its agents, employees, customers, invitees and persons doing business with it, to the extent that such repairs are not compensated by Lessor's insurance.

6. Alterations. Lessee shall not make any alterations to the leased premises without first obtaining the prior written consent of Lessor, which consent shall not be unreasonably withheld. Any alterations so performed shall be done in a good and workmanlike manner and at the sole expense of Lessee and in compliance with all applicable laws, rules and regulations, including, without limitation, all applicable building and zoning codes, and shall at the expiration of the lease term become the property of Lessor, provided, however, that at Lessor's option, such alterations or such portion of them as Lessor shall elect, shall be removed by Lessee at its expense and the premises restored to substantially the same condition as would have existed had such alterations not been made. Lessor shall have the right to inspect, but shall not thereby have responsibility with respect to, any such alternations or improvements. Lessee shall indemnify and hold Lessor harmless from any and all construction liens filed against the premises by virtue of labor or materials supplied to or through Lessee.

7. Installation of Trade Fixtures and Equipment. Lessee may at any time during the Term install trade fixtures and equipment in the leased premises and shall remove them at the expiration of the Term, provided, however, that in removing them Lessee shall at its expense repair any damage caused by such removal in a manner such as to restore the area so affected to substantially the same condition as would have existed had such trade fixtures and equipment not been installed, including the closing up of openings in a good and workmanlike manner. If Lessee prefers to avoid the expense of removing such trade fixtures and equipment it shall obtain Lessor's consent to leave them, which consent shall not be unreasonably withheld. The foregoing provisions regarding removal shall not apply to any electrical systems including lighting (both exterior and interior) or to heating, air conditioning and ventilating systems, which upon installation shall become and remain a part of the real estate.

8. Exterior Signs. Any exterior signs installed on the leased premises shall require the prior written consent of Lessor, which consent shall not be unreasonably withheld. At the expiration of the Term Lessee shall at its expense remove any signs installed by it including the painting out of same, and shall make any necessary repairs caused by such removal so that the premises are restored to substantially the same condition as would have existed had no such sign or signs ever been installed.

9. Utilities. Lessee shall be responsible for all utility charges incurred in serving the leased premises.

10. Insurance. Lessor agrees to keep the Building in which the leased premises are located insured on an all risk basis. Lessee shall insure the contents, whether owned by Lessee or third parties, to the full value of those contents; such insurance to be written on an all-risk basis.

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11. Waiver of Subrogation Rights. Each party covenants and agrees that the other party shall not be liable to it, or those holding by, through or under it, by subrogation or otherwise, on account of any loss of or damage to the premises or their contents caused by fire, or other risks enumerated in standard all risk insurance, including any such loss or damage resulting in whole or in part from the negligence of the other party, its employees, agents and representatives. The above waivers shall be endorsed upon the policies insuring the premises and their contents. This condition may likewise be satisfied by procuring insurance which states that the insured may waive subrogation rights if done so in writing prior to the happening of any loss, in which event this section shall be construed as constituting such waiver.

12. Subleasing and Assignment. Except to the extent inconsistent with the provisions of the One Stop Delivery System described in 20 C.F. R. 662 *et. seq.*, Lessee may not assign this Lease and may not sublet all or any portion of the leased premises without first obtaining the prior written consent of Lessor, which consent may be withheld by Lessor in its absolute discretion, and provided further, however that in any event any such sublessee or assignee shall be bound by all of the provisions of this Lease, including, without limitation, Sections 4, 5 and 6, and Lessee shall in all events continue to remain liable on this Lease.

13. Liability. Lessor assumes no responsibility for loss or damage to property located on the leased premises, it being the express understanding of the parties that the Lessee upon continuing in possession of the premises accepts them in their then existing condition, and that the cost of insuring against such risk of loss, whether it be personal injury, loss to contents, business interruption, or losses of any other kind or nature, is not reflected in the rental called for in this Lease, and is accordingly being borne by Lessee. Lessee agrees to indemnify and save Lessor harmless from any liability for damages to any person or property arising out of the use, occupancy and control of the leased premises, and further agrees to continue to maintain in effect, public liability insurance insuring against both personal injury and property damage in the minimum single limit amount of One Million Dollars ($1,000,000.00) and shall continue to cause Lessor's name to be endorsed on said policy as an additional named insured, and shall keep such insurance in force during the Term and any renewals or extensions. Said insurance shall be issued by financially responsible insurance companies reasonably acceptable to Lessor and appropriate certificates of coverage shall be delivered to Lessor, such that Lessor at all times has evidence of the continued required coverages. Such certificates shall contain a provision prohibiting cancellation or non-renewal, except on the giving of not less than thirty (30) days prior written notice to Lessor.

14. Right to Enter. Lessor shall have the right to enter the leased premises during reasonable hours for the purpose of inspecting the same, making repairs, and during the last six (6) months of the lease term, for the purpose of showing the premises to prospective tenants. Lessor shall exercise its access rights in a manner so as not to unreasonably interfere with Lessee's use of the premises and in all instances Lessor shall make a reasonable effort to contact Lessee by telephone before exercising its right of entry.

15. Lessor's Right to Mortgage and/or Assign Lease for Security Purposes. Lessor shall continue to have the right to now or at any time during the Term, mortgage the premises

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and/or assign this Lease for security purposes, and Lessee agrees to join therein in the execution of any and all documents necessary or convenient in connection with such mortgaging of the premises and/or assigning of this Lease, provided, however, that all such mortgages and/or assignments shall expressly be made subject to the lease rights of Lessee.

16. Fire or Other Casualty. In the event that the leased premises shall be damaged by fire or other casualty, it shall be promptly repaired and restored by Lessor and the rent abated by an amount in proportion with the time during which and the extent to which the leased premises cannot reasonably be used by Lessee. In the event the Building is so substantially damaged by fire or other casualty that it shall appear unlikely under then existing conditions that such damage could be repaired within one hundred twenty (120) days after such damage, or in the event the loss to the Building is forty percent (40%) or more, then Lessee's obligation to pay rent shall immediately be abated until the premises can reasonably be used by Lessee, and further, this Lease may be terminated at the option of either of the parties by giving notice in writing of cancellation to the other party, and upon cancellation the respective obligations of the parties shall be terminated and any rent which shall have been paid for the time during which the premises cannot be used shall be refunded by Lessor to Lessee. Such notice shall be given within thirty (30) days of the happening of such occurrence.

17. Default.

a. In the event any rent shall be due and unpaid, or if there is a default by Lessee in any of its covenants contained in this Lease, or if the leased premises shall be abandoned or deserted, then upon failure to cure such default within fifteen (15) days after written notice of such default given by Lessor to Lessee, it shall be lawful for Lessor, its certain attorney, representatives and assigns to do any of the following:

i. Elect to terminate this Lease, whereupon it shall be lawful for Lessor to re-enter and repossess the premises and the Lessee and each and every occupant to remove and put out. This right shall include the right to remove Lessee's signs and any other property on the premises belonging to Lessee or third parties. Lessee agrees to pay to Lessor all expenses incurred in obtaining the premises, including reasonable attorney fees and also all loss or damage suffered or to be suffered by Lessor because of the breach by Lessee of any covenant, or condition of this Lease on Lessee's part to be paid or performed before to the date of such re-entry including the obligation to make repairs as called for in this Lease, to keep the leased premises in a neat, clean and orderly manner and to surrender the premises in such state, or,

ii. Elect to treat this Lease as continuing and re-enter and relet the premises or any part of them as agent for Lessee for the best rent reasonably obtainable under the circumstances for all or any part of the remaining period of the Term. This right shall include the right to remove Lessee's signs. The rents so received by Lessor shall be used first for the expenses of re-entry and reletting, including reasonable attorneys' fees, costs of sign removal, repair and cleanup of the premises together with all commissions and other expenses incurred in such

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reletting, with the balance of the rent being then applied to the rent due from Lessee. In such event Lessee shall be and remain liable for any deficiency in rental, said deficiency to be computed by first deducting those costs and expenses and then deducting the net rental received from any rental called for by this Lease. Any excess of such rentals over the amounts called for by this Lease shall be paid to Lessee and Lessee shall continue nevertheless to remain liable under the terms of this Lease. Lessor may at any time upon ten (10) days prior written notice, and a failure on the part of Lessee during such ten (10) day period to cure any of the defaults then existing, terminate the agency which Lessor has assumed pursuant to the terms of this section and may thereupon elect to exercise its right under the preceding section relative to re-entry and termination of this Lease, or

iii. Permit Lessee to remain in possession under this Lease and bring an action or successive actions for the damages suffered by Lessor because of any breach or breaches of any covenant or condition without prejudice to the rights of Lessor to pursue any subsequent actions for any future breach or breaches of any covenant or condition contained in this Lease, or

iv. Avail itself of any other remedy permitted by Michigan law.

b. In the event of a default by Lessor, Lessee may avail itself of any remedy permitted by Michigan law.

c. In every instance, all remedies are cumulative and the election of one does not in and of itself prohibit any other.

18. Waiver of Jury Trial. Lessor and Lessee both expressly waive their right to a jury trial of any issue or dispute arising under or from this Lease.

19. Lessee's Insolvency or Bankruptcy. If Lessee shall at any time during the Term become insolvent, or if proceedings in bankruptcy or for an arrangement shall be instituted by or against it, or if Lessee shall make any assignment for the benefit of creditors, or if a receiver or trustee be appointed for it, then Lessor at its option may at any time thereafter and without further notice, avail itself of the remedies identified in the "Default" section above.

20. Covenant of Quiet Enjoyment. Lessor warrants that Lessor is the sole owner of the leased premises, that it has full authority to execute this Lease and that Lessee, upon paying the rent and performing the covenants of this Lease, shall and may quietly have, hold and enjoy the leased premises during the Term.

21. Surrender of the Premises. Upon termination of this Lease, the Lessee shall surrender and yield the leased premises in a proper state of repair (to the extent repairs are required in this Lease by Lessee) and in a clean and orderly condition, damage by casualty insured against, excepted. In the event of any holding over Lessee shall be liable to Lessor for liquidated damages in the amount of one-thirtieth (1/30) of the monthly rental and all other amounts herein called for, for each day of said holding over, provided, however, that if Lessor is

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unable to deliver possession of the Premises to a new tenant, or to perform improvements for a new tenant, as a result of Lessee's holdover and Lessee fails to vacate the leased premises within 10 days after Lessor notifies Lessee of Lessor's inability to deliver possession, or perform improvements, Lessee shall be liable to Lessor for all damages, including, without limitation, consequential damages, that Lessor suffers from the holdover. Any such holding over shall be construed as a tenancy from day to day, and not for any longer period.

22. Waiver. No waiver of any right, term or condition of this Lease by either party shall be deemed to imply or constitute a further waiver of any other right, term or condition of this Lease, nor shall the same imply or constitute a subsequent waiver of the same right, term or condition.

23. Notices. All notices under this Lease will be in writing and will be given: (a) by hand, with written acknowledgement of receipt, (b) by Federal Express, Express Mail or other nationally recognized overnight delivery service which provides verification of delivery, charges prepaid, or (c) by United States certified mail, postage prepaid, return receipt requested, in each case addressed to Lessor or Lessee, as follows:

As to Lessor, to:

Consumers Investment Co., L.L.C.
355-D Gray Street
Benton Harbor, Michigan 49022
Attn: Michael H. Kinney, Manager

with a copy to:

Patrick J. Kinney, Jr., Esq.
Lynch Fink & Labelle LLP
6 Beacon Street, Suite 415
Boston, MA 02108

As to Lessee, to:

Berrien-Cass-Van Buren
Workforce Development Board, Inc.
a/k/a Michigan Works Berrien Cass Van Buren
a/k/a Kinexus Group
330 West Main Street, Suite 110
Benton Harbor, Michigan 49022
Attn: President

or to such other addresses as either party may request in writing by following the same notice procedure. Notice shall be deemed effective upon receipt or upon three (3) business days after proper delivery to and deposit with the U.S. Postal Service, whichever is sooner.

24. Miscellaneous. This Lease shall inure to the benefit of and be binding upon the

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parties, their heirs, representatives, successors and assigns. The individuals signing this Lease warrant that they have full authority and approval to do so and to so bind their respective organizations. This Lease is the full agreement of the parties and may be amended only in writing signed by both parties.

[remainder of page intentionally left blank; signature page follows]

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IN WITNESS WHEREOF, each of the parties hereto has caused this Lease Agreement to be executed by its duly authorized representative or representatives as of the day and year first above written.

CONSUMERS INVESTMENT CO.,
L.L.C., Lessor

By: _____
Michael H. Kinney, Manager

BERRIEN-CASS-VAN BUREN
WORKFORCE DEVELOPENT BOARD,
INC., a/k/a Michigan Works Berrien Cass
Van Buren; a/k/a Kinexus Group,
Lessee

DocuSigned by:
By: _____
2B1EFE56C6DD417...
Todd Gustafson, President
and Chief Executive Officer

DocuSigned by:
Christopher C. Randall
By: _____
A5A56BA360644A2...
Christopher Randall

Its: Workforce Development Board Chair

DocuSign Envelope ID: 800EB952-5B5F-4EA8-9623-F1EBEDCF9193

CONSUMERS INVESTMENT

PROPERTY MANAGEMENT

October 14, 2021

Re: Sub-let approval

To Whom it May Concern,

Please accept this letter as approval for Michigan Works/Kinexus to sublet space to the Bridge Academy of Southwest Michigan. If you have any questions in this regard, please do not hesitate to contact me directly at 269-925-1931.

Sincerely

Michael H. Kinney
Manager

355-D Gray Street, Benton Harbor, MI 49022 • (269) 925-1931 • Fax: (269) 925-8398
consumersinvest@sbcglobal.net

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: BLDG21-01827

499 W MAIN ST
BENTON HARBOR, MI 49022
COUNTY: BERRIEN

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

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

Print Date: 04/19/2022

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: 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: Post-Secondary Readiness: Grades 9-11
The 'on-track' towards college readiness rates of all students in grades 9-11 will be assessed using the following measures and targets.

Sub Indicator	Measure	Metric	Target
Against a Standard:	The percentage of students meeting or surpassing grade-level college readiness benchmarks on the PSAT (grades 9 and 10) and SAT (grade 11) in Evidence-Based Reading and Writing (EBRW) and Math.	For EBRW, distribution (which will be in the form of percentages): Exceeds ≥ 70.0% Meets ≥ 60.0% Approaching ≥ 50.0% Does not meet < 50.0% For Math, distribution (which will be in the form of percentages): Exceeds ≥ 50.0% Meets ≥ 40.0% Approaching ≥ 30.0% Does not meet < 30.0%	**PSAT 9** EBRW: 60% Math: 40% **PSAT 10** EBRW: 60% Math: 40% **SAT 11** EBRW: 60% Math: 40%
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 grade-level college readiness benchmarks on the PSAT (grades 9 and10) and SAT (grade 11) over time (CY-AVG(PY1+PY2+PY3)).	Trend score (which will be in the form of –x to +x): Exceeds ≥ 6.0% Meets ≥ 3.0% Approaching ≥ 1.0% Does not meet < 1.0%	3.0%
Comparison Measure:	The percentage of students meeting or surpassing grade-level college readiness benchmarks on the SAT (grade 11) will surpass the school's Composite Resident District percentage.	Portfolio Distribution (which will be in the form of –x to +x): Exceeds ≥ 10.0% Meets ≥ 5.0% Approaching ≥ 0.0% Does not meet < 0.0%	5.0%

Grade	College Readiness Benchmarks		
	TEST	EBRW	MATH
9	PSAT	410	450
10	PSAT	430	480
11	SAT	460	510

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.

The Bridge Academy of Southwest Michigan's ("Academy") mission is to provide students an environment for new beginnings and positive educational experiences focused on career exploration and preparation. The Academy's vision is that all students have a clear path for job readiness and life stability. The Academy welcomes every student into a place where meaningful learning begins with understanding the student as a "whole." Our core values of *integrity*, *opportunity* and *purpose* lay a clear foundation for students to own their future.

Our model is focused on meeting individual needs with a structure that allows for the following:

- A comfortable, flexible and no-nonsense approach to high school.
- Meeting student needs for delivery of an organized, efficient, safe and meaningful educational option for high school completion and career exploration.

Bridge Academy can be many things to many students without sacrificing quality in the fulfillment of the Michigan Merit Curriculum ("MMC") and post-secondary options. At the Academy, there is a less-restrictive environment which allows for students to flourish academically and be inspired by career exploration leading to sustainable employment after graduation. Upon enrollment, each student meets with a member of the Academy team to discuss his/her academic history, to map credits and courses for graduation, and to develop an individual schedule encompassing onsite and online learning. Each new student also completes a barrier survey to identify what, if any, barriers could impede success. The student is introduced to the Academy's philosophy and asked to commit to the core values of integrity, opportunity and purpose. Students are provided with a program description that includes expectations for work in and out of school, requirements for satisfactory completion of credits, as well as the process of earning competencies leading to work experiences and graduation requirements. At the conclusion of the enrollment process, students are equipped with a Student Success Plan ("SSP') that includes pathways to vocation, employment and/or postsecondary education.

Program Delivery

Virtual Learning Platform

Edgenuity® Courseware offers standards-aligned, competency- based online courses for grades 6-12. Courses are customizable with a suite of traditional online credit courses as well as credit-recovery courses aligned to MMC. Each course is equipped with interactive lectures, projects and labs to increase students' understanding. Edgenuity's communication portal provides students and staff with a secure and reliable platform, enabling them to easily remain connected regarding academic pace and progress, gaining assistance and accessing final exams.

Flexible Work Options

The Academy understands that students and families desire a non-traditional approach towards a high-quality education. As the landscape of remote work and online curriculum become more appealing and common in society, the Academy provides an accessible and sustainable option for students and families. Traditional K-12 scheduling allows for minimal flexibility for life, work and family dynamics and leaves many students disengaged and feeling lost. The Academy provides a quality virtual learning platform, while also creating a warm, welcoming onsite center for student use. There is no substitute for human interaction, and the Academy's dedicated and talented staff of teachers and success coaches invite students to access the onsite facility to engage and continue to learn and grow. Some students may benefit from remote work options and choose to complete their diploma entirely online while checking in with staff via the learning platform; other students may seek social interaction, staff support and the guidance of a teacher in real time where physical attendance onsite is the best option.

One-on-One Academic Support

Personal attention and relationships are critical to successfully serving the Academy's high needs population. Students receive one-on-one instructional support from staff based on progress monitoring from the teaching staff. Edgenuity MyPath™ data identifies students' learning gaps and informs staff of the need for differentiated instruction. Students struggling with remote learning receive onsite individualized instruction in a comfortable, safe environment. This plays a significant role in the individualized and nuanced needs of the student population.

Instructional Communication and Support

Staff use Pulse, which is directly linked to Edgenuity, for constant and real-time view of students' progress within the individualized plan of action. Staff can view students' goals as well as daily, weekly and quarterly progress within a specific course, while also tracking their transcript and remaining courses required for graduation. The Academy culture ensures students see, hear and feel encouragement as they work toward their goals. In-person communication and tools such as Pulse help staff to constantly engage with students in a meaningful way, sending the message that staff are here to foster and promote educational and personal growth for each student. Contact between staff and student occurs once per week, at a minimum, and is tracked within Pulse for fall and spring pupil counts.

Course Work Plan

Staff members audit incoming student transcripts to verify earned credits that meet the MMC graduation requirements. The Academy develops a Coursework Plan of Action through the identification of Edgenuity courses that align to College and Career Readiness ("CCR") standards and address learning gaps. Students' plans, established in the Edgenuity platform, allow continued work on one course at a time, focusing on a specific subject. The expectation is for students to complete one course every three weeks. Staff determine activity milestones (minimum of 60 activities over the course of one week) that ensure students are on track to complete a course within a three-week period. This pace, when consistently maintained, enables students to earn six credits per school year. The Academy implements an academic intervention procedure if a student falls behind in coursework. To encourage successful student outcomes, the Academy uses a Positive Behavior Intervention System ("PBIS") in which students earn tickets for positive behaviors,

including assignment and course completion. PBIS tickets can be used as currency in the school store as a tangible achievement for positive choices.

Evidence-Based Instruction

Virtual learning and facilitating of online learning are based on relationship development and leading students towards both internal and external motivations and goal setting[1]. Courses align to state standards and are selected based upon individual needs towards meeting MMC requirements. In support of student success, the Academy utilizes evidence-based strategies such as clear expectations, manageable instructional segments, scaffolded practice, frequent assessment, deeper thinking, engagement with content, and hypothesis generation and testing.[2]

Instructional Staff

Certified teachers are responsible for implementing curriculum, developing assessments, compliance of reporting, and monitoring student progress based on State and school board requirements.

Non-Instructional Staff

Staff support the Academy's pursuit of its mission, vision, and educational goals.

- *Vocational Success Manager*: responsible for vocational curriculum design; delivery of job-readiness and vocational trainings; employer engagement to create real-world job shadows, experiences, and job placements.
- *Success Coach*: responsible for case management; barrier removal; job readiness; vocational training, emotional support.

Academic Expectations and Student Pace

Staff communicate clear, high expectations for learning[3]. Students are expected to successfully complete one course every three weeks to maximize their capacity to earn six credits per school year. Interventions and support are provided to students struggling to complete courses on time. SSPs and weekly staff support meetings preserve a focus on career preparation goals that are closely intertwined within academic output and success.

Career Preparation

Job Readiness and Vocational Curriculum

The Academy's vocational curriculum is 1) developed and based on the students' need for basic educational curriculum; 2) aligned with work-readiness standards utilizing Jobs for Michigan's Graduates competency model; 3) aligned to social emotional learning; and 4) connected to work experiences through collaboration with staff at Berrien-Cass-Van Buren Michigan Works! who engage with hundreds of employers in the tri-county area.

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[1] https://www.gssaweb.org/wp-content/uploads/2016/04/Best-Practices-in-K-12-Online-and-Hybrid-Courses.pdf

[2] https://www.edgenuity.com/wp-content/uploads/2017/01/Foundations-Paper-2.pdf; https://www.edgenuity.com/wp-content/uploads/2017/01/Edgenuity-UDL-Foundations-Paper-1.pdf

[3] https://www.transformingeducation.org/wp-content/uploads/2019/04/Introduction_to_SEL_4Competencies_CC.pdf

Staff use the Jobs for Michigan's Graduate model that focuses on career preparation and thirty-five competencies. Areas of focus include competency attainment in 1) leadership and self-development; 2) workplace; 3) economic empowerment; and 4) job survival. Career preparation goals are also monitored using the SSP developed upon enrollment for each individual student.

Vocational Program

The primary goal of the vocational success program is to increase students' vocational, employment seeking and employment retention skills, while helping students recognize the relationship between character, citizenship, education and success.

Students participate in a diverse array of evidence-based activities that evoke higher thinking skills, provide engaging enrichment opportunities which foster personal growth and build character, responsibility, interpersonal skills, communication skills, interview and resume building skills, basic employment etiquette, and begin students on a clear path toward career goals. These activities are designed to support and complement the individual needs of participating students.

The Academy's skilled staff and community partners provide the components of the vocational program. The Academy schedules regular workshops and speakers which include employees from throughout the Kinexus organization. Participation in career fairs and off-site trips to businesses and educational facilities will also be a regular part of our vocational curriculum. As a participant in the program, students are eligible for mentoring, internships, and job placement opportunities.

Student Support

Academic Intervention and Probation

Academic Intervention and Probation at the Academy is a period in which a student is given time to redeem failing grades due to lack of completion of required academic activities. The student will be monitored closely by Academy academic and student success teams for changes in activity completion rates. Academic probation occurs when a student's academic performance is unsatisfactory and the student has not completed 60 activities in any calendar week. A variety of factors can be at play when a student displays difficulty engaging in academic courses. This system of routine allows for a student to express what distractions may be making coursework difficult to complete to a trusted teacher and/or success coach. Staff then work with the student and the family to identify wraparound services that allow the student to be inspired by support, as opposed to defeated by the daunting task of catch-up.

Instructional Resources

While the Edgenuity platform supports robust course offerings, the Academy also offers additional or supplemental instructional resources to reinforce academic concepts. These supports are used onsite in a small group or one-on-one setting with a subject matter teacher. The Academy uses a variety of instructional resources to support instruction such as:

- Edgenuity, an online curriculum platform
- Lesson plans
- Guided Notes
- Khan Academy

- Google Classroom
- YouTube
- Textbooks
- Graphic organizers
- ONET – My Next Move
- CareerOneStop
- Career navigation services through Workforce Strategies at the Aspen Institute
- Journals
- Instructional coaching through Berrien RESA
- Technology
- Facilities

Curriculum Development

The Academy utilizes online curriculum through Edgenuity, which allows for flexibility while preserving rigor to ensure implementation of state standards. Edgenuity courses include systematic and explicit instruction in each course. This curriculum is developed based on Michigan Academic Standards ("MAS") and fits within MMC to ensure students are prepared for career and post-secondary opportunities. Curriculum is selected based on accessibility and equity for all learners—especially those who may be under-credit and over-aged.

Humanistic Approach

Staff seek to understand the background of every student. They get to know each student and communicate regularly, motivating students to continue pursuit of established educational goals.[4] Open communication with teachers and meetings with the Student Success Team keep students engaged in furthering their education. Contact between staff and student occurs once per week, at a minimum, and is tracked within Pulse for fall and spring pupil counts. Student check-ins happen regardless of a student's choice to work remotely or onsite, as staff are available for weekly onsite appointments or virtual meetings/phone calls as needed. The Academy employs restorative practices to empower youth who have experienced trauma as it relates to poverty and other Adverse Childhood Experiences ("ACEs") which have a direct effect on a student's ability to be successful at school or work. Social-emotional training is embedded into the Academy's vocational training curriculum to help highly barriered students develop behavioral and cognitive tools to process stress and increase success indicators in adulthood.[5]

The Academy has experience serving students with educational and socio-economic trauma and identified as highly barriered, which puts these students at a significant disadvantage for academic and vocational success. Throughout our existence, a hallmark of the Academy program is the respect for each student and the development of strong and caring adult relationships. The Academy approaches each student with an adult demeanor that replicates the experience in a place of employment. Discipline is treated much like an employer-employee relationship with the understanding the teaching of both hard and soft skills that expect students to learn proper workplace behavior is incorporated. Academy culture encourages students to learn from mistakes.

[4] https://www.americaspromise.org/report/creating-sustainable-career-pathways-disconnected-youth
[5] https://www.transformingeducation.org/wp- content/uploads/2019/04/Introduction_to_SEL_4Competencies_CC.pdf

Methods used to serve the students' needs include:

- Providing equitable access to technology
- Addressing student's basic needs
- Serving free, daily breakfast and lunch to students who are on-site; at-home students may request food assistance or weekly food deliveries or referrals to local food banks
- Providing weekend food bags for students who experience food insecurity at home
- Establishing community partnerships and resources
- Supporting, encouraging, and assisting students through the use of Pulse

The School Leader is responsible for the execution and oversight of educational services. This administrator monitors services to ensure access to and participation in the Academy is not limited due to gender, race, national origin, color, disability or age. Staff monitor equal access as they review components including, but not limited to, programs, services, transportation, equipment and technology. Staff receive training on equal access and equal opportunity policies. Kinexus Group, a community workforce partner, has a process that oversees equal opportunity and includes a grievance and complaint procedure for staff, families and individuals. The Academy certifies research-based approaches to ensure the provision of high-quality services to all student populations include the following:

Special Education

Staff adheres to State and Federal guidelines regarding Special Education and Individuals with Disabilities Education Improvement Act ("IDEIA"). Incoming students with Individualized Education Plans ("IEP") are evaluated and offered a Free Appropriate Public Education ("FAPE"). When appropriate, the Academy offers personalized curricula in accordance with the Michigan Department of Education guidelines and upon written consent of the parent/guardian.

English Language ("EL") Services

For cost effectiveness, the Academy will continue to participate in the Berrien Springs Public Schools Consortium for testing and delivery of services for students who qualify for EL services. This practice is consistent among schools across Berrien County who serve a low number of limited English proficient students.

Parent Participation

For students under 18 years of age, parents must attend the initial enrollment interview and sign a contract agreeing to be part of the Academy's educational process. The Academy conducts regular communication with parents through phone, email and social media. For students 18 years of age or older, staff work with connected adults who are significant in the student's life to provide a network of support as the student progresses in the educational journey. For students who are homeless or emancipated, staff identify individuals who have significant connections to help with support.

Community Involvement

Methods to ensure community immersion that support the Academy's efforts may include:

- Expanding existing initiatives in partnership with Spectrum Lakeland Health, the county's

healthcare organization and leading employer, on learning opportunities such as photovoice projects and Black Lives Matter to Us initiative;

- Continuing mock interviewing in collaboration with Whirlpool Corporation, headquartered in Benton Harbor;
- Partnering with the Boys & Girls Club of Benton Harbor on volunteering opportunities and program participation;
- Educating teachers on the importance of community involvement efforts;
- Offering financial literacy training in collaboration with credit unions and/or banks;
- Connecting with employers through the Michigan Works! Service Center;
- Inviting local foundation representatives to tour the facility and gain knowledge on the Academy's educational offerings;
- Continuing its partnership with the Educational Opportunity Center on Free Application for Student Aid ("FAFSA") completion and college application assistance;
- Encouraging students to attend job fairs hosted by Michigan Works!; and
- Utilizing social media to promote student voices and successes.

Progress Monitoring

The SSP is a guiding document that allows for short and long-term goal setting for each student. The SSP aligns academic, behavioral and overall career preparation goals and includes achievable steps toward meeting those goals. The Student Success Team meets with each student to develop and adjust his/her SSP on a weekly basis. Through strong interpersonal relationships, staff use the SSP to guide conversations about what the student is facing. During these conversations, staff track and discuss goals, barriers, employment and Jobs for America's Graduates/Jobs for Michigan's Graduates ("JAG/JMG") competency mastery with action steps given to work toward until the next SSP meeting. The establishment of short and long-term career preparation goals keep students focused and on track. Additional tools such as Northwest Evaluation Association™ ("NWEA™"), Bridge Academy Barriers Survey and O*NET results factor into the creation and direction of the SSP for each student. The blended and competency-based instructional approach is responsive to the needs of all students. The combination of virtual learning and one-on-one instructional support allows the teacher to focus on differentiated instruction for students with disabilities and English learners as well as high-performing and/or gifted students.

A core program element, Edgenuity MyPath, provides data-driven, personalized intervention so students can catch up, keep up or get ahead. Instructors have the flexibility to provide academic enrichment activities when appropriate. Edgenuity serves EL students with vocabulary exposure, explicit instruction, strong emphasis on activating background knowledge, modeling metacognition and instruction of close reading strategies to engage learning for all students. Students with disabilities are exposed to explicit instruction, appropriate feedback, tools to support learning and capitalization on technology resources to support growth using the Edgenuity platform. [6]

The virtual platform provides high-functioning students with the opportunity to work at their own pace. Students have continual access to digital learning resources and standards-based content such as online tutoring and guided courses, information management and two-way communication

[6] https://www.edgenuity.com/wp-content/uploads/2017/01/Edgenuity-English-Language-Learner-Issue-Brief- 1.pdf

tools. The Academy utilizes learning resources with adaptive content, interactive technologies, and blended learning methods including teacher instruction to meet the diverse learning needs of all students.

Detailed assignment records are kept for each student, enabling staff to continually monitor progress. Teachers and success coaches use Pulse software to track course completion, earned credits and needed credits and share results via Salesforce, a tracking software used internally across teams. As required, students check-in with the Student Success Team weekly to discuss progress within the SSP. These meetings involve discussion on topics such as emotional well-being, academic pace, vocational class engagement, attendance, behavior, habits and overall program experience. At the conclusion of the program, students have accomplished one or more of the following: 1) attainment of a high school diploma; 2) job placement; 3) work experience; and 4) post-secondary placement (internship or apprenticeship).

Instructional Schedule

The Academy's school day (Monday through Friday for all grade levels) encompasses time for academics and vocational training. Given the virtual platform, the Academy schedules daily times for students to work online, with instructors available to help students and monitor progress. The Academy places academics in the context of job preparation and employability skills which establishes meaning and context to the student's work. In addition to coursework, a portion of each day is set aside for employability skills training utilizing JAG/JMG curriculum. Students also have access to specific job certification courses and work experience opportunities. The Student Success Team works with students to address obstacles that effect their ability to get and keep a job.

Vocational training offerings may include: OSHA-10 certification, Pre-Apprentice Construction Training certification ("PACT"), CPR certification, National Retail Federation ("NRF") Certification, ServSafe Certification, and Certified Nursing Assistant certification. These offerings vary depending on students' interests.

The Academy offers work experience opportunities to students throughout the year in public, non-profit and private for-profit sectors with a focus on in-demand industries. These work experiences provide students with career exploration and skill development and may include: 1) summer employment; 2) pre-apprenticeship programs; 3) internships and job shadowing; and 4) on-the-job-training.

Proposed School Calendar

The Academy's school calendar follows the Berrien RESA county-wide school calendar which includes typical holidays e.g., a winter and spring break.

Special Education

The Academy contracts with a Special Education Service Provider to ensure compliance with all laws regarding students who need special education services.

When making educational placement decisions for students with disabilities, the Academy will ensure that parents are contributing members of the 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 to by parents until a new IEP can be developed. IEPs will be developed, revised and implemented in accordance with the IDEIA and state law and regulations.

The Academy will fully comply with federal laws and regulations governing students with disabilities as follows:

1. The Academy is responsible for providing a free, appropriate public education to students 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 students who are suspected of having disabilities are properly evaluated by a multidisciplinary team, as defined in the Michigan Special Education Rules, and that students 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.

Assessment

The assessments administered at the Academy comprise the required assessments as well as Academy created or chosen assessments. The Academy employs the NWEA Suite for student assessment. The Academy administers MAP Growth™, an online, adaptive assessment, to measure students' knowledge and enable differentiated learning to meet instructional goals aligned with MAS. Rationale for selecting NWEA primarily included: 1) content aligns to MAS; 2) teachers can use the learning continuum to create personalized learning paths aligned with state standards; 3) it is an adaptive assessment that measures growth across grade levels; and 4) it is used by 60% of school districts across the state.

The Academy recognizes the impact of "over testing" students as research indicates standardized tests can have negative effects on learning, especially for low-income and minority students.[7]

Staff will use assessment data to enhance student achievement in four primary areas.

1. *Career Pathways:* O*NET's My Next Move assessment gives students interest and aptitude profilers that provide options for career exploration. This data is used within the SSPs to ensure students' goals are aligned within their ultimate career pathway.

2. *Guide Instructional Practices:* Assessment data will be used to determine an academic placement and programming for students and to measure growth.

[7] https://secure.ncte.org/library/NCTEFiles/Resources/Journals/CC/0242-nov2014/CC0242PolicyStandardized.pdf

3. *Inform Students and Parents on Educational Level:* The measurement tool will allow the instructional team to identify growth and regression throughout the year.

4. *Identify Training and Professional Development Needs for Staff:* Assessment data is a tool used by teachers and the Academic Services Manager to ensure quality instruction is directly aligned to MMC and MAS for the enrichment and success of Academy students.

Graduation Requirements

The Academy graduation requirements comply with MMC. In addition, the Academy focuses on employability skills and vocational training beyond the 18-credit requirement. Job readiness and vocational trainings are optional, but integral and crucial to the future success of all graduates. While the Academy maintains the importance of accessible graduation requirements, the program has the potential to create for-credit courses to align within MMC (e.g. JAG/ JMG course that could fulfill MMC requirements as English language arts credit). Staff can pursue obtaining approval for students to receive credit for work-based experiences. The Academy aspires to build in optional career preparation credits so students may graduate with an enhanced diploma that encompasses Career Technical Education.

Graduation Requirements	
Subject	**Credits**
English Language Arts	4
Mathematics	4
Physical Education & Health	1
Science	3
Social Studies (World History, US History, Economics, US Govt/Civics)	3
Visual, Performing, & Applied Arts	1
World Language	2
Total	**18**

Evaluation

The Academy uses both quantitative and qualitative methods to evaluate the effectiveness of the education delivered to our community. The team analyzes data on student enrollment, demographics, assessment, retention, graduation, employability (JAG/JMG) competencies, vocational certification and postsecondary enrollment to determine areas of success as well as identify areas for improvement. In addition, throughout the year staff will collect and review feedback on supportive services to ensure focus on addressing barrier removal and identified areas for service modifications. Additional resources for continued improvement and community perception will come from students, parents, staff and stakeholder surveys based on framework of What Effective Schools Do[8]:

[8] Lezotte, L., McKee-Snyder, K. (2011) *What Effective Schools Do: Re-envisioning the Correlates.* Solution Tree Press, Bloomington, IN. Michigan Center for Educational Performance and Information

- Clear and Focused Mission
- High Expectations
- Instructional Leadership: Frequent Monitoring of Student Success
- Opportunity to Learn/Time on Task
- Safe and Orderly Environment
- Home/School Relationships

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 Edgenuity® Courseware as a curriculum. The curriculum for all core subjects has been received, reviewed and approved by the Center.

- Edgenuity Courseware https://auth.edgenuity.com/Login/Login/Educator

Secondary

The following subjects/courses are offered at the Academy. All courses are exclusively virtual courses offered through the Edgenuity platform.*

Course Name	Grade**
English *(minimum 4)*	
English 9	9
English 10	10
English 11	11
English 12	12
Mathematics *(minimum 4)*	
Pre-Algebra	9
Algebra I	9/10
Geometry	10/11
Algebra II	11/12
Essentials Pre-Algebra	9
Essentials Algebra I	10
Essentials Geometry	10/11
Financial Math	12
Science *(minimum 3)*	
Biology	Any
Chemistry	Any
Earth and Space Science	Any
Environmental Science	Any
Physical Science	Any
Physics	Any

Course Name	Grade**
Social Studies *(minimum 3)*	
US History & Geography	Any
World History & Geography	Any
Civics/Government (.5)	Any
Economics (.5)	Any
World Language *(minimum 2)*	
Spanish I	Any
Spanish II	Any
Latin I	Any
Latin II	Any
French I	Any
French II	Any
Visual, Performing & Applied Arts *(minimum 1)*	
Introduction to Art	Any
Art History I	Any

Course Name	Grade**
Physical Education & Health *(minimum .5 each)*	
Lifetime Fitness	Any
Contemporary Health	Any

Course Name	Grade**
Other	
CTE Microsoft Office Specialist	12
CTE Nursing Assistant	12
CTE Pharmacy Technician	12
Strategies for Academic Success	Any
Career Explorations	Any

* The Academy updates course offerings each school year based on the needs and interests of students as well as teacher certification. As a result some courses are rotated and are not offered each year. All core subjects are taught every year and high school students are required to meet the requirements of the Michigan Merit Curriculum.

**If students are not required to take a course at a specific grade level, "any" is used for the grade indication.

***Virtual Courses are defined as any course(s) that are delivered using the internet.

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 ninth through twelfth grade. The maximum building capacity for the space leased by the Academy is 91 students. The Academy's program is delivered utilizing a schedule tailored to each student. This allows for a maximum enrollment of 200 students with not more than 91 students attending at one time. 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 ninth through twelfth grade. The Academy may add grades with the prior written approval of the authorizing body.

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
March 16, 2021 Contract to Charter
A Public School Academy and Related Documents

Issued To

BRIDGE ACADEMY OF SOUTHWEST MICHIGAN
(A PUBLIC SCHOOL ACADEMY)

By

THE CENTRAL MICHIGAN UNIVERSITY
BOARD OF TRUSTEES
(AUTHORIZING BODY)

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CONTRACT AMENDMENT NO. 1

BRIDGE ACADEMY OF SOUTHWEST MICHIGAN

In accordance with Article IX of the Terms and Conditions of the Contract (the "Contract"), dated March 16, 2021, issued by the CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES (the "University Board") to BRIDGE ACADEMY OF SOUTHWEST MICHIGAN (the "Academy"), the parties agree to amend the Contract as follows:

1.) Amend Schedule 7, Section b: Educational Goal and Related Measures, by replacing the materials 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 January 23, 2023.

Dated: 01/27/2023

By: Corey R. Northrop, Executive Director
The Governor John Engler Center for Charter Schools
Designee of the University Board

DocuSigned by:
Michael Hagerty
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Dated: 1/26/2023

By: Michael Hagerty
Bridge Academy of Southwest Michigan
Designee of the Academy Board

Bridge Academy of Southwest Michigan

Contract Amendment No. 1

Tab 1

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: Post-Secondary Readiness: Grades 9-11
The 'on-track' towards college readiness rates of all students in grades 9-11 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 grade-level college readiness benchmarks on the PSAT (grades 9 and 10) and SAT (grade 11) in Evidence-Based Reading and Writing (EBRW) and Math.	For EBRW, distribution (which will be in the form of percentages): Exceeds ≥ 70.0% Meets ≥ 60.0% Approaching ≥ 50.0% Does not meet < 50.0% For Math, distribution (which will be in the form of percentages): Exceeds ≥ 50.0% Meets ≥ 40.0% Approaching ≥ 30.0% Does not meet < 30.0%	**PSAT 9** EBRW: 60% Math: 40% **PSAT 10** EBRW: 60% Math: 40% **SAT 11** EBRW: 60% Math: 40%
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 the current grade-level college readiness benchmarks on the PSAT (grades 9 and10) and SAT (grade 11) over time (CY-AVG(PY1+PY2+PY3)).	Trend score (which will be in the form of –x to +x): Exceeds ≥ 6.0% Meets ≥ 3.0% Approaching ≥ 1.0% Does not meet < 1.0%	3.0%
Comparison Measure:	The percentage of students meeting or surpassing the current grade-level college readiness benchmarks on the SAT (grade 11) will surpass the school's Composite Resident District percentage.	Portfolio Distribution (which will be in the form of –x to +x): Exceeds ≥ 10.0% Meets ≥ 5.0% Approaching ≥ 0.0% Does not meet < 0.0%	5.0%

Measure 2: Course Completion

The "Course Completion" of all students at Bridge Academy of Southwest Michigan will be assessed using the following metrics and targets.

Measure	Metric	Target
The average number of courses completed during the school year by students at Bridge Academy of Southwest Michigan	The average number of courses completed will be calculated in the following manner: 1. Determine whether each student, in each course successfully completed the course (Progress ≥ Target Completion). 2. Count the number of completed courses for each student. 3. Divide the number of courses completed by the total number of students *During the 2021-2022 school year students completed an average of 2 courses.	The Academy shall increase the average number of courses completed by students in each school year.

Notes:

Each summer, Bridge Academy of Southwest Michigan will provide Central Michigan University (CMU) with an official roster of students that includes student and course information such that CMU can calculate the average number of courses completed by students at the Academy. At the Academy's request, CMU will provide guidance on the required data submission.

Data Submission Deadline: June 30, 2023 – CMU will provide a secure link to upload the data to the CMU intranet.

AMENDMENT NO. 2

to the
March 16, 2021 Contract to Charter
A Public School Academy and Related Documents

Issued To

BRIDGE ACADEMY OF SOUTHWEST MICHIGAN
(A PUBLIC SCHOOL ACADEMY)

By

THE CENTRAL MICHIGAN UNIVERSITY
BOARD OF TRUSTEES
(AUTHORIZING BODY)

CONTRACT AMENDMENT NO. 2

BRIDGE ACADEMY OF SOUTHWEST MICHIGAN

In accordance with Article IX of the Terms and Conditions of the Contract (the "Contract"), dated March 16, 2021, issued by the CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES (the "University Board") to BRIDGE ACADEMY OF SOUTHWEST MICHIGAN (the "Academy"), as amended, the parties agree to further amend the Contract as follows:

1.) Amend Schedule 7, Section c: Educational Programs, by replacing the materials 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 August 15, 2022.

Corey Northrop

Dated: 04/06/2023

By: Corey R. Northrop, Executive Director
The Governor John Engler Center for Charter Schools
Designee of the University Board

Dated: 3-28-23

By: Mike Hagerty, Board President
Bridge Academy of Southwest Michigan
Designee of the Academy Board

Bridge Academy of Southwest Michigan

Contract Amendment No. 2

Tab 1

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.

The Bridge Academy of Southwest Michigan's ("Academy") mission is to provide students an environment for new beginnings and positive educational experiences focused on career exploration and preparation. The Academy's vision is that all students have a clear path for job readiness and life stability. The Academy welcomes every student into a place where meaningful learning begins with understanding the student as a "whole." Our core values of *integrity*, *opportunity* and *purpose* lay a clear foundation for students to own their future.

Our model is focused on meeting individual needs with a structure that allows for the following:

- A comfortable, flexible and no-nonsense approach to high school.
- Meeting student needs for delivery of an organized, efficient, safe and meaningful educational option for high school completion and career exploration.

Bridge Academy can be many things to many students without sacrificing quality in the fulfillment of the Michigan Merit Curriculum ("MMC") and post-secondary options. At the Academy, there is a less-restrictive environment which allows for students to flourish academically and be inspired by career exploration leading to sustainable employment after graduation. Upon enrollment, each student meets with a member of the Academy team to discuss his/her academic history, to map credits and courses for graduation, and to develop an individual schedule encompassing onsite and online learning. Each new student also completes a barrier survey to identify what, if any, barriers could impede success. The student is introduced to the Academy's philosophy and asked to commit to the core values of integrity, opportunity and purpose. Students are provided with a program description that includes expectations for work in and out of school, requirements for satisfactory completion of credits, as well as the process of earning competencies leading to work experiences and graduation requirements. At the conclusion of the enrollment process, students are equipped with a Student Success Plan ("SSP') that includes pathways to vocation, employment and/or postsecondary education.

Program Delivery

Virtual Learning Platform

Edgenuity® Courseware offers standards-aligned, competency- based online courses for grades 6-12. Courses are customizable with a suite of traditional online credit courses as well as credit-recovery courses aligned to MMC. Each course is equipped with interactive lectures, projects and labs to increase students' understanding. Edgenuity's communication portal provides students and staff with a secure and reliable platform, enabling them to easily remain connected regarding academic pace and progress, gaining assistance and accessing final exams.

Flexible Work Options

The Academy understands that students and families desire a non-traditional approach towards a high-quality education. As the landscape of remote work and online curriculum become more

appealing and common in society, the Academy provides an accessible and sustainable option for students and families. Traditional K-12 scheduling allows for minimal flexibility for life, work and family dynamics and leaves many students disengaged and feeling lost. The Academy provides a quality virtual learning platform, while also creating a warm, welcoming onsite center for student use. There is no substitute for human interaction, and the Academy's dedicated and talented staff of teachers and success coaches invite students to access the onsite facility to engage and continue to learn and grow. Some students may benefit from remote work options and choose to complete their diploma entirely online while checking in with staff via the learning platform; other students may seek social interaction, staff support and the guidance of a teacher in real time where physical attendance onsite is the best option.

One-on-One Academic Support

Personal attention and relationships are critical to successfully serving the Academy's high needs population. Students receive one-on-one instructional support from staff based on progress monitoring from the teaching staff. Edgenuity MyPath™ data identifies students' learning gaps and informs staff of the need for differentiated instruction. Students struggling with remote learning receive onsite individualized instruction in a comfortable, safe environment. This plays a significant role in the individualized and nuanced needs of the student population.

Instructional Communication and Support

Staff use Pulse, which is directly linked to Edgenuity, for constant and real-time view of students' progress within the individualized plan of action. Staff can view students' goals as well as daily, weekly and quarterly progress within a specific course, while also tracking their transcript and remaining courses required for graduation. The Academy culture ensures students see, hear and feel encouragement as they work toward their goals. In-person communication and tools such as Pulse help staff to constantly engage with students in a meaningful way, sending the message that staff are here to foster and promote educational and personal growth for each student. Contact between staff and student occurs once per week, at a minimum, and is tracked within Pulse for fall and spring pupil counts.

Course Work Plan

Staff members audit incoming student transcripts to verify earned credits that meet the MMC graduation requirements. The Academy develops a Coursework Plan of Action through the identification of Edgenuity courses that align to College and Career Readiness ("CCR") standards and address learning gaps. Students' plans, established in the Edgenuity platform, allow continued work on one course at a time, focusing on a specific subject. The expectation is for students to complete one course every four weeks. Staff determine activity milestones over the course of each week that ensure students are on track to complete a course within a four-week period. This pace, when consistently maintained, enables students to earn five credits per school year. The Academy implements an academic intervention procedure if a student falls behind in coursework. To encourage successful student outcomes, the Academy uses a Positive Behavior Intervention System ("PBIS") in which students earn tickets for positive behaviors, including assignment and course completion. PBIS tickets can be used as currency in the school store as a tangible achievement for positive choices.

Evidence-Based Instruction

Virtual learning and facilitating of online learning are based on relationship development and leading students towards both internal and external motivations and goal setting[1]. Courses align to state standards and are selected based upon individual needs towards meeting MMC requirements. In support of student success, the Academy utilizes evidence-based strategies such as clear expectations, manageable instructional segments, scaffolded practice, frequent assessment, deeper thinking, engagement with content, and hypothesis generation and testing.[2]

Instructional Staff

Certified teachers are responsible for implementing curriculum, developing assessments, compliance of reporting, and monitoring student progress based on State and school board requirements.

Non-Instructional Staff

Staff support the Academy's pursuit of its mission, vision, and educational goals.

- *Vocational Success Manager*: responsible for vocational curriculum design; delivery of job-readiness and vocational trainings; employer engagement to create real-world job shadows, experiences, and job placements.
- *Success Coach*: responsible for case management; barrier removal; job readiness; vocational training, emotional support.

Academic Expectations and Student Pace

Staff communicate clear, high expectations for learning[3]. Students are expected to successfully complete one course every four weeks to maximize their capacity to earn five credits per school year. Interventions and support are provided to students struggling to complete courses on time. SSPs and weekly staff support meetings preserve a focus on career preparation goals that are closely intertwined within academic output and success.

Career Preparation

Job Readiness and Vocational Curriculum

The Academy's vocational curriculum is 1) developed and based on the students' need for basic educational curriculum; 2) aligned with work-readiness standards utilizing Jobs for Michigan's Graduates competency model; 3) aligned to social emotional learning; and 4) connected to work experiences through collaboration with staff at Berrien-Cass-Van Buren Michigan Works! who engage with hundreds of employers in the tri-county area.

Staff use the Jobs for Michigan's Graduate model that focuses on career preparation and thirty-five competencies. Areas of focus include competency attainment in 1) leadership and self-development; 2) workplace; 3) economic empowerment; and 4) job survival. Career preparation goals are also monitored using the SSP developed upon enrollment for each individual student.

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[1] https://www.gssaweb.org/wp-content/uploads/2016/04/Best-Practices-in-K-12-Online-and-Hybrid-Courses.pdf

[2] https://www.edgenuity.com/wp-content/uploads/2017/01/Foundations-Paper-2.pdf; https://www.edgenuity.com/wp-content/uploads/2017/01/Edgenuity-UDL-Foundations-Paper-1.pdf

[3] https://www.transformingeducation.org/wp-content/uploads/2019/04/Introduction_to_SEL_4Competencies_CC.pdf

Vocational Program

The primary goal of the vocational success program is to increase students' vocational, employment seeking and employment retention skills, while helping students recognize the relationship between character, citizenship, education and success.

Students participate in a diverse array of evidence-based activities that evoke higher thinking skills, provide engaging enrichment opportunities which foster personal growth and build character, responsibility, interpersonal skills, communication skills, interview and resume building skills, basic employment etiquette, and begin students on a clear path toward career goals. These activities are designed to support and complement the individual needs of participating students.

The Academy's skilled staff and community partners provide the components of the vocational program. The Academy schedules regular workshops and speakers which include employees from throughout the Kinexus organization. Participation in career fairs and off-site trips to businesses and educational facilities will also be a regular part of our vocational curriculum. As a participant in the program, students are eligible for mentoring, internships, and job placement opportunities.

Student Support

Academic Intervention and Probation

Academic Intervention and Probation at the Academy is a period in which a student is given time to redeem failing grades due to lack of completion of required academic activities. The student will be monitored closely by Academy academic and student success teams for changes in activity completion rates. Academic probation occurs when a student's academic performance is unsatisfactory and the student has not completed 60 activities in any calendar week. A variety of factors can be at play when a student displays difficulty engaging in academic courses. This system of routine allows for a student to express what distractions may be making coursework difficult to complete to a trusted teacher and/or success coach. Staff then work with the student and the family to identify wraparound services that allow the student to be inspired by support, as opposed to defeated by the daunting task of catch-up.

Instructional Resources

While the Edgenuity platform supports robust course offerings, the Academy also offers additional or supplemental instructional resources to reinforce academic concepts. These supports are used onsite in a small group or one-on-one setting with a subject matter teacher. The Academy uses a variety of instructional resources to support instruction such as:

- Edgenuity, an online curriculum platform
- Lesson plans
- Guided Notes
- Khan Academy
- Google Classroom
- YouTube
- Textbooks
- Graphic organizers
- ONET – My Next Move
- CareerOneStop

- Career navigation services through Workforce Strategies at the Aspen Institute
- Journals
- Instructional coaching through Berrien RESA
- Technology
- Facilities

Curriculum Development

The Academy utilizes online curriculum through Edgenuity, which allows for flexibility while preserving rigor to ensure implementation of state standards. Edgenuity courses include systematic and explicit instruction in each course. This curriculum is developed based on Michigan Academic Standards ("MAS") and fits within MMC to ensure students are prepared for career and post-secondary opportunities. Curriculum is selected based on accessibility and equity for all learners—especially those who may be under-credit and over-aged.

Humanistic Approach

Staff seek to understand the background of every student. They get to know each student and communicate regularly, motivating students to continue pursuit of established educational goals.[4] Open communication with teachers and meetings with the Student Success Team keep students engaged in furthering their education. Contact between staff and student occurs once per week, at a minimum, and is tracked within Pulse for fall and spring pupil counts. Student check-ins happen regardless of a student's choice to work remotely or onsite, as staff are available for weekly onsite appointments or virtual meetings/phone calls as needed. The Academy employs restorative practices to empower youth who have experienced trauma as it relates to poverty and other Adverse Childhood Experiences ("ACEs") which have a direct effect on a student's ability to be successful at school or work. Social-emotional training is embedded into the Academy's vocational training curriculum to help highly barriered students develop behavioral and cognitive tools to process stress and increase success indicators in adulthood.[5]

The Academy has experience serving students with educational and socio-economic trauma and identified as highly barriered, which puts these students at a significant disadvantage for academic and vocational success. Throughout our existence, a hallmark of the Academy program is the respect for each student and the development of strong and caring adult relationships. The Academy approaches each student with an adult demeanor that replicates the experience in a place of employment. Discipline is treated much like an employer-employee relationship with the understanding the teaching of both hard and soft skills that expect students to learn proper workplace behavior is incorporated. Academy culture encourages students to learn from mistakes.

Methods used to serve the students' needs include:

- Providing equitable access to technology
- Addressing student's basic needs
- Serving free, daily breakfast and lunch to students who are on-site; at-home students may request food assistance or weekly food deliveries or referrals to local food banks

[4] https://www.americaspromise.org/report/creating-sustainable-career-pathways-disconnected-youth
[5] https://www.transformingeducation.org/wp- content/uploads/2019/04/Introduction_to_SEL_4Competencies_CC.pdf

- Providing weekend food bags for students who experience food insecurity at home
- Establishing community partnerships and resources
- Supporting, encouraging, and assisting students through the use of Pulse

The School Leader is responsible for the execution and oversight of educational services. This administrator monitors services to ensure access to and participation in the Academy is not limited due to gender, race, national origin, color, disability or age. Staff monitor equal access as they review components including, but not limited to, programs, services, transportation, equipment and technology. Staff receive training on equal access and equal opportunity policies. Kinexus Group, a community workforce partner, has a process that oversees equal opportunity and includes a grievance and complaint procedure for staff, families and individuals. The Academy certifies research-based approaches to ensure the provision of high-quality services to all student populations include the following:

Special Education

Staff adheres to State and Federal guidelines regarding Special Education and Individuals with Disabilities Education Improvement Act ("IDEIA"). Incoming students with Individualized Education Plans ("IEP") are evaluated and offered a Free Appropriate Public Education ("FAPE"). When appropriate, the Academy offers personalized curricula in accordance with the Michigan Department of Education guidelines and upon written consent of the parent/guardian.

English Language ("EL") Services

For cost effectiveness, the Academy will continue to participate in the Berrien Springs Public Schools Consortium for testing and delivery of services for students who qualify for EL services. This practice is consistent among schools across Berrien County who serve a low number of limited English proficient students.

Parent Participation

For students under 18 years of age, parents must attend the initial enrollment interview and sign a contract agreeing to be part of the Academy's educational process. The Academy conducts regular communication with parents through phone, email and social media. For students 18 years of age or older, staff work with connected adults who are significant in the student's life to provide a network of support as the student progresses in the educational journey. For students who are homeless or emancipated, staff identify individuals who have significant connections to help with support.

Community Involvement

Methods to ensure community immersion that support the Academy's efforts may include:

- Expanding existing initiatives in partnership with Spectrum Lakeland Health, the county's healthcare organization and leading employer, on learning opportunities such as photovoice projects and Black Lives Matter to Us initiative;
- Continuing mock interviewing in collaboration with Whirlpool Corporation, headquartered in Benton Harbor;
- Partnering with the Boys & Girls Club of Benton Harbor on volunteering opportunities and program participation;

- Educating teachers on the importance of community involvement efforts;
- Offering financial literacy training in collaboration with credit unions and/or banks;
- Connecting with employers through the Michigan Works! Service Center;
- Inviting local foundation representatives to tour the facility and gain knowledge on the Academy's educational offerings;
- Continuing its partnership with the Educational Opportunity Center on Free Application for Student Aid ("FAFSA") completion and college application assistance;
- Encouraging students to attend job fairs hosted by Michigan Works!; and
- Utilizing social media to promote student voices and successes.

Progress Monitoring

The SSP is a guiding document that allows for short and long-term goal setting for each student. The SSP aligns academic, behavioral and overall career preparation goals and includes achievable steps toward meeting those goals. The Student Success Team meets with each student to develop and adjust his/her SSP on a weekly basis. Through strong interpersonal relationships, staff use the SSP to guide conversations about what the student is facing. During these conversations, staff track and discuss goals, barriers, employment and Jobs for America's Graduates/Jobs for Michigan's Graduates ("JAG/JMG") competency mastery with action steps given to work toward until the next SSP meeting. The establishment of short and long-term career preparation goals keep students focused and on track. Additional tools such as Northwest Evaluation Association™ ("NWEA™"), Bridge Academy Barriers Survey and O*NET results factor into the creation and direction of the SSP for each student. The blended and competency-based instructional approach is responsive to the needs of all students. The combination of virtual learning and one-on-one instructional support allows the teacher to focus on differentiated instruction for students with disabilities and English learners as well as high-performing and/or gifted students.

A core program element, Edgenuity MyPath, provides data-driven, personalized intervention so students can catch up, keep up or get ahead. Instructors have the flexibility to provide academic enrichment activities when appropriate. Edgenuity serves EL students with vocabulary exposure, explicit instruction, strong emphasis on activating background knowledge, modeling metacognition and instruction of close reading strategies to engage learning for all students. Students with disabilities are exposed to explicit instruction, appropriate feedback, tools to support learning and capitalization on technology resources to support growth using the Edgenuity platform. [6]

The virtual platform provides high-functioning students with the opportunity to work at their own pace. Students have continual access to digital learning resources and standards-based content such as online tutoring and guided courses, information management and two-way communication tools. The Academy utilizes learning resources with adaptive content, interactive technologies, and blended learning methods including teacher instruction to meet the diverse learning needs of all students.

Detailed assignment records are kept for each student, enabling staff to continually monitor progress. Teachers and success coaches use Pulse software to track course completion, earned

[6] https://www.edgenuity.com/wp-content/uploads/2017/01/Edgenuity-English-Language-Learner-Issue-Brief- 1.pdf

credits and needed credits and share results via Salesforce, a tracking software used internally across teams. As required, students check-in with the Student Success Team weekly to discuss progress within the SSP. These meetings involve discussion on topics such as emotional well-being, academic pace, vocational class engagement, attendance, behavior, habits and overall program experience. At the conclusion of the program, students have accomplished one or more of the following: 1) attainment of a high school diploma; 2) job placement; 3) work experience; and 4) post-secondary placement (internship or apprenticeship).

Instructional Schedule

The Academy's school day (Monday through Friday for all grade levels) encompasses time for academics and vocational training. Given the virtual platform, the Academy schedules daily times for students to work online, with instructors available to help students and monitor progress. The Academy places academics in the context of job preparation and employability skills which establishes meaning and context to the student's work. In addition to coursework, a portion of each day is set aside for employability skills training utilizing JAG/JMG curriculum. Students also have access to specific job certification courses and work experience opportunities. The Student Success Team works with students to address obstacles that effect their ability to get and keep a job.

Vocational training offerings may include: OSHA-10 certification, Pre-Apprentice Construction Training certification ("PACT"), CPR certification, National Retail Federation ("NRF") Certification, ServSafe Certification, and Certified Nursing Assistant certification. These offerings vary depending on students' interests.

The Academy offers work experience opportunities to students throughout the year in public, non-profit and private for-profit sectors with a focus on in-demand industries. These work experiences provide students with career exploration and skill development and may include: 1) summer employment; 2) pre-apprenticeship programs; 3) internships and job shadowing; and 4) on-the-job-training.

Proposed School Calendar

The Academy's school calendar follows the Berrien RESA county-wide school calendar which includes typical holidays e.g., a winter and spring break.

Special Education

The Academy contracts with a Special Education Service Provider to ensure compliance with all laws regarding students who need special education services.

When making educational placement decisions for students with disabilities, the Academy will ensure that parents are contributing members of the 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 to by parents until a new IEP can be developed. IEPs will be developed, revised and implemented in accordance with the IDEIA and state law and regulations.

The Academy will fully comply with federal laws and regulations governing students with disabilities as follows:

1. The Academy is responsible for providing a free, appropriate public education to students 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 students who are suspected of having disabilities are properly evaluated by a multidisciplinary team, as defined in the Michigan Special Education Rules, and that students 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.

Assessment

The assessments administered at the Academy comprise the required assessments as well as Academy created or chosen assessments. The Academy employs the NWEA Suite for student assessment. The Academy administers MAP Growth™, an online, adaptive assessment, to measure students' knowledge and enable differentiated learning to meet instructional goals aligned with MAS. Rationale for selecting NWEA primarily included: 1) content aligns to MAS; 2) teachers can use the learning continuum to create personalized learning paths aligned with state standards; 3) it is an adaptive assessment that measures growth across grade levels; and 4) it is used by 60% of school districts across the state.

The Academy recognizes the impact of "over testing" students as research indicates standardized tests can have negative effects on learning, especially for low-income and minority students.[7]

Staff will use assessment data to enhance student achievement in four primary areas.

1. *Career Pathways:* O*NET's My Next Move assessment gives students interest and aptitude profilers that provide options for career exploration. This data is used within the SSPs to ensure students' goals are aligned within their ultimate career pathway.

2. *Guide Instructional Practices:* Assessment data will be used to determine an academic placement and programming for students and to measure growth.

3. *Inform Students and Parents on Educational Level:* The measurement tool will allow the instructional team to identify growth and regression throughout the year.

4. *Identify Training and Professional Development Needs for Staff:* Assessment data is a tool used by teachers and the Academic Services Manager to ensure quality instruction is directly aligned to MMC and MAS for the enrichment and success of Academy students.

[7] https://secure.ncte.org/library/NCTEFiles/Resources/Journals/CC/0242-nov2014/CC0242PolicyStandardized.pdf

Graduation Requirements

The Academy graduation requirements comply with MMC. In addition, the Academy focuses on employability skills and vocational training beyond the 18-credit requirement. Job readiness and vocational trainings are optional, but integral and crucial to the future success of all graduates. While the Academy maintains the importance of accessible graduation requirements, the program has the potential to create for-credit courses to align within MMC (e.g. JAG/ JMG course that could fulfill MMC requirements as English language arts credit). Staff can pursue obtaining approval for students to receive credit for work-based experiences. The Academy aspires to build in optional career preparation credits so students may graduate with an enhanced diploma that encompasses Career Technical Education.

Graduation Requirements	
Subject	**Credits**
English Language Arts	4
Mathematics	4
Physical Education & Health	1
Science	3
Social Studies (World History, US History, Economics, US Govt/Civics)	3
Visual, Performing, & Applied Arts	1
World Language	2
Total	**18**

Evaluation

The Academy uses both quantitative and qualitative methods to evaluate the effectiveness of the education delivered to our community. The team analyzes data on student enrollment, demographics, assessment, retention, graduation, employability (JAG/JMG) competencies, vocational certification and postsecondary enrollment to determine areas of success as well as identify areas for improvement. In addition, throughout the year staff will collect and review feedback on supportive services to ensure focus on addressing barrier removal and identified areas for service modifications. Additional resources for continued improvement and community perception will come from students, parents, staff and stakeholder surveys based on framework of What Effective Schools Do[8]:

- Clear and Focused Mission
- High Expectations
- Instructional Leadership: Frequent Monitoring of Student Success
- Opportunity to Learn/Time on Task
- Safe and Orderly Environment
- Home/School Relationships

[8] Lezotte, L., McKee-Snyder, K. (2011) *What Effective Schools Do: Re-envisioning the Correlates.* Solution Tree Press, Bloomington, IN. Michigan Center for Educational Performance and Information

AMENDMENT NO. 3

to the
March 16, 2021 Contract to Charter
A Public School Academy and Related Documents

Issued To

BRIDGE ACADEMY OF SOUTHWEST MICHIGAN
(A PUBLIC SCHOOL ACADEMY)

By

THE CENTRAL MICHIGAN UNIVERSITY
BOARD OF TRUSTEES
(AUTHORIZING BODY)

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CONTRACT AMENDMENT NO. 3

BRIDGE ACADEMY OF SOUTHWEST MICHIGAN

In accordance with Article IX of the Terms and Conditions of the Contract (the "Contract"), dated March 16, 2021, issued by the CENTRAL MICHIGAN UNIVERSITY BOARD OF TRUSTEES (the "University Board") to BRIDGE ACADEMY OF SOUTHWEST MICHIGAN (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 X, Section 10.4. Grounds and Procedures for Academy Termination of Contract and Section 10.5. Grounds and Procedures for University Termination of Contract, with the corresponding language attached as Tab 1.

2.) Amend Schedule 2: Bylaws, by replacing the language contained within Article XIII, Section 6. Contracts Between Corporation and Related Persons, with the language attached as Tab 2.

3.) Amend Schedule 7, Section b: Educational Goal and Related Measures, by replacing the materials contained therein with the materials attached as Tab 3.

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 1, 2024.

_____ Dated: 06/04/2024

By: Corey R. Northrop, Executive Director
The Governor John Engler Center for Charter Schools
Designee of the University Board

DocuSigned by:
mike hagerty
CFF0C16F29FB4E4...
_____ Dated: 05/20/2024

By: Mike Hagerty
Bridge Academy of Southwest Michigan
Designee of the Academy Board

Bridge Academy of Southwest Michigan

Contract Amendment No. 3

Tab 1

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.

Bridge Academy of Southwest Michigan

Contract Amendment No. 3

Tab 2

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.

Bridge Academy of Southwest Michigan

Contract Amendment No. 3

Tab 3

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: Post-Secondary Readiness: Grades 9-11
The 'on-track' towards college readiness rates of all students in grades 9-11 will be assessed using the following measures and targets.

Indicator	Measure	Metric	Target
Career and College Readiness (CCR) Standard:	The percentage of full academic year students meeting or surpassing the current career and college readiness benchmarks on the SAT (grade 11) in Evidence-Based Reading and Writing (EBRW) and Math.	For Math & EBRW, distribution (which will be in the form of percentages): Exceeds: % CCR > state average by 20% or more Meets: School % CCR – State Average ≥ 0% ≤ 20% Approaching: School % CCR – State Average < 0% ≥ - 20% Does Not Meet: School % CCR – State Average < -20%	EBRW: Current State Average Math: Current State Average
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:			
Trend Over-Time:	The percentage of full academic year students meeting or surpassing the current career and college readiness benchmarks on the SAT (grade 11) in EBRW and Math over time (CY-AVG(PY1+PY2+PY3)) .	Trend score (which will be in the form of –x to +x): Exceeds ≥ 6.0% Meets ≥ 3.0% Approaching ≥ 1.0% Does not meet < 1.0%	3.0%
High School Growth:	The percentage of students meeting or surpassing the expected growth between College Board (PSAT/SAT) assessments from spring to spring.	For Math & EBRW, distribution (which will be in the form of percentages): Exceeds ≥ 70.0% Meets ≥ 50.0% Approaching ≥ 30.0% Does not meet < 30.0%	50%
Comparative Career & College Readiness:	The percentage of students meeting or surpassing the current career & college readiness benchmarks on the SAT (grade 11) will surpass the school's Composite Resident District percentage.	Portfolio Distribution (which will be in the form of –x to +x): Exceeds ≥ 10.0% Meets ≥ 5.0% Approaching ≥ 0.0% Does not meet < 0.0%	+5%
Comparative Graduation Rate:	The 4-year graduation rate for students at the academy will meet or surpass the school's Composite Resident District's 4-year graduation rate.	Portfolio Distribution (which will be in the form of –x to +x): Exceeds ≥ 10.0% Meets ≥ 0.0% Does not meet < 0.0%	0%

Measure 2: Course Completion

The "Course Completion" of all students at Bridge Academy of Southwest Michigan will be assessed using the following metrics and targets.

Measure	Metric	Target
The average number of courses completed during the school year by students at Bridge Academy of Southwest Michigan	The average number of courses completed will be calculated in the following manner: 1. Determine whether each student, in each course successfully completed the course (Progress ≥ Target Completion). 2. Count the number of completed courses for each student. 3. Divide the number of courses completed by the total number of students *During the 2021-2022 school year students completed an average of 2 courses.	The Academy shall increase the average number of courses completed by students in each school year.

Notes:

Each summer, Bridge Academy of Southwest Michigan will provide Central Michigan University (CMU) with an official roster of students that includes student and course information such that CMU can calculate the average number of courses completed by students at the Academy. At the Academy's request, CMU will provide guidance on the required data submission.

Data Submission Deadline: June 30, 2023 – CMU will provide a secure link to upload the data to the CMU intranet.