

**TERMS AND CONDITIONS
OF CONTRACT**

DATED: July 1, 2022

ISSUED BY

**THE BOARD OF EDUCATION OF OVID-ELSIE AREA SCHOOLS
(AUTHORIZING BODY)**

TO

MICHIGAN INTERNATIONAL PREP SCHOOL

CONFIRMING THE STATUS OF

MICHIGAN INTERNATIONAL PREP SCHOOL

AS A

SCHOOL OF EXCELLENCE

THAT IS A CYBER SCHOOL

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Contract Authorizing a School of Excellence that is a Cyber School

Pursuant to Part 6E of the Revised School Code (“Code”), being Sections 380.551 to 380.561 of the Michigan Compiled Laws (MCL), the Ovid-Elsie Area Schools Board of Education (“School Board”) grants a contract to Michigan International Prep School (the “Academy”), effective July 1, 2022, conferring certain rights, franchises, privileges and obligations on the Academy and confirming the state of a school of excellence that is a cyber-school as a public school in this State. The Academy will be located within the geographic boundaries of Ovid-Elsie Area Schools and Clinton County RESA. 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 school of excellence corporation (SOE corporation) named Michigan International Prep School which is authorized as a school of excellence that is a cyber school pursuant to this Contract.
- (b) “Academy Board” means the Board of Directors of the Academy.
- (c) “Academy Board Member” or “Director” means a person who is a member of the Academy Board of Directors.
- (d) “Annual Calendar of Reporting Requirements (ACRR)” means the compliance certification duties and timelines required of the Academy by the School Board. The School Board (or designee) may amend the ACRR each fiscal year or at such other times as deemed appropriate by the CSO Director. These changes shall be automatically incorporated into the Contract and shall be exempt from the Contract amendment procedures under Article IX of these Terms and Conditions. Before amending the ACRR, the CSO Director will forward proposed amendments to the Academy Board for review.
- (e) “Applicable Law” means all state and federal law, rules, regulations, and orders applicable to schools of excellence.
- (f) “Applicant” means the person or entity that submitted the school of excellence application to the School Board for the establishment or reauthorization of the Academy.
- (g) “Application” means the most recent school of excellence application or amended application and supporting documentation submitted to the School District for the establishment or reauthorization of the Academy.

- (h) “Authorizing Resolution” means the resolution adopted by the School Board approving reauthorization of the Academy effective July 1, 2022, and the issuance of this Contract.
- (i) “Charter School” means a public school academy, school of excellence, or cyber school.
- (j) “Charter Schools Office” or “CSO” means the office designated by the School Board as the initial point of contact for school of excellence applicants and schools of excellence authorized by the School Board. The Charter Schools Office is also the School Board’s designee for the purpose of administering the School Board’s responsibilities under the Contract. The CSO has authority to interpret the Authorizing Resolution and the Policies on behalf of the School Board.
- (k) “Charter Schools Office Director” or “CSO Director” means the person designated at the School District to administer the operations of the Charter Schools Office. The School Board has designated its Superintendent as the CSO Director.
- (l) “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.
- (m) “Community District” means a community school district created under Part 5B of the Code, MCL 380.381, et seq.
- (n) “Conservator” means an individual appointed pursuant to Section 10.6(d) of these Terms and Conditions.
- (o) “Contract” means, in addition to the definition set forth in the Code, these Terms and Conditions, , the Schedules, and the Application, including documents incorporated by reference, including the Authorizing Resolution, the Method of Selection Resolution, the Annual Calendar of Reporting Requirements, and any CSO Policies that may be implemented from time to time by the CSO.
- (p) “Cyber School” means a school of excellence that provides full-time instruction to pupils through on-line learning that is remote from the school facility as provided in MCL 380.552(2) and 380.553a, as may be amended.
- (q) “Department” or “MDE” means the Michigan Department of Education.
- (r) “Educational Services Provider” or “ESP” means an educational management organization (EMO) as defined in Code Section 553c, MCL 380.553c, 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 CSO Director for review as provided in Section 3.9 and has not been disapproved by the CSO Director, and is consistent with Applicable Law and the CSO Educational Service Provider Policies, as may be amended from time to time.

- (s) “ESP Agreement” or “EMO Agreement” or “Management Agreement” means a contract or an agreement as defined under Code Section 553c, MCL 380.553c, that has been entered into between the Academy Board and an ESP for operation and/or management of the Academy, which has been submitted to the CSO Director for review as provided in Section 3.9 and has not been disapproved by the CSO Director, and is consistent with Applicable Law and the CSO ESP Policies, as may be amended from time to time.
- (t) “Educational Services Provider Policies” or “ESP Policies” means those policies implemented by the CSO that apply to ESP Agreements. The CSO Director may, at any time and with sole discretion, amend the ESP Policies. Upon amendment, changes to the ESP Policies shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions. Before amending the ESP Policies, the CSO Director will forward proposed amendments to the Academy Board for review and comment.
- (u) “Fund Balance Deficit” means the Academy has more liabilities than assets at the end of any given school fiscal year, and includes any fiscal year where the Academy would have had a budget deficit but for a financial borrowing from, or monetary contribution by, an Educational Services 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 Services Provider or other person or entity that does not require repayment by the Academy, and is not conditioned upon the actions or inactions of the Academy Board, then such gift or grant shall not constitute a financial borrowing or contribution for purposes of determining a Fund Balance Deficit.
- (v) “Lease Policies” mean those policies (if any) adopted by the CSO Director that apply to real property lease agreements entered into by the Academy. The CSO Director may, at any time, and with sole discretion, amend the Lease Policies. Upon amendment, changes to the Lease Policies shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions. Before amending the Lease Policies, the CSO Director will forward proposed amendments to the Academy Board for review and comment.
- (w) “President” means the President of the School Board or his or her designee.
- (x) “Method of Selection Resolution” means the Resolution adopted by the School Board on or about May 16, 2022, establishing the method of selection, length of term, number of Directors, qualification of Directors, the procedure for removal of Directors.
- (y) “Reconstitute” or “Reconstitution” may include, but is not limited to, any of the following actions: (i) removal of one or more members of the Academy Board; (ii) termination of at-will board appointments of one or more members of the Academy Board; (iii) withdrawal of authorization for the Academy Board to

contract with an Educational Services provider under Code Section 560; (iv) appointment of a new Academy Board or Director(s); or closure of an Academy site. Reconstitution does not prohibit the Department from issuing an order under Code Section 561 directing the automatic closure of the Academy's site(s), MCL 380.561.

- (z) "Schedules" means the documents denoted, incorporated into, and made part of this Contract as schedules, which upon execution of this Contract included the following Contract documents of the Academy: Schedule 1: Restated Articles of Incorporation, Schedule 2: Restated Bylaws, Schedule 3: Fiscal Agent Agreement, Schedule 4: Oversight Agreement, Schedule 5: Description of Staff Responsibilities and ESP Agreement, Schedule 6: Physical Plant Description, Schedule 7: Required Information for School of Excellence, and Schedule 8: Information Available to the Public.
- (aa) "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.
- (bb) "Terms and Conditions" means this document entitled "Terms and Conditions" of Contract, effective July 1, 2022, issued by the School Board to the Academy.
- (cc) "School" or "District" shall mean Ovid-Elsie Area Schools.
- (dd) "School Board" means the Ovid-Elsie Area Schools Board of Education.
- (ee) "Charter Schools Hearing Panel" or "Hearing Panel" means such persons as designated by the Charter Schools Office Director.

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 and supporting documentation, including an updated and complete copy of the National Association of Charter School Authorizer standards for online learning per Code Section 552(2)(c), are incorporated into and made part of this Contract. In the event that there is an inconsistency between materials in the Application and the Contract, the language or provisions in the Contract shall control.

Section 1.7 Conflicting Contract Provisions. In the event that there is a conflict between language contained in the provisions of this Contract (including without limitation these Terms and Conditions and items incorporated by reference into this Contract), this Contract shall be interpreted as follows: (i) the Method of Selection Resolution shall control over any other conflicting language in the Contract; (ii) the Authorizing Resolution shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution; (iii) the Terms and Conditions shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution and the Authorizing Resolution; and (iv) the Restated Articles of Incorporation shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection Resolution, Authorizing Resolution and these Terms and Conditions.

ARTICLE II RELATIONSHIP BETWEEN THE ACADEMY AND THE SCHOOL BOARD

Section 2.1. Status of School District. The School Board is an authorizing body as defined by the Code. In approving this Contract, the School Board voluntarily exercises additional powers given to the School Board to authorize a school of excellence that is a cyber school. Nothing in this Contract shall be deemed to be any waiver of the School District's autonomy or powers and the Academy shall not be deemed to be a part of the School District.

Section 2.2. Independent Status of the Academy. The Academy is a body corporate and a governmental entity authorized by the Code. It is organized and shall operate as a school of excellence that is a cyber school and a school of excellence corporation. It is not a division or part of the District, and the Academy is not empowered to act on behalf of the District or the School Board with respect to any matter whatsoever. The relationship between the Academy and the School Board is based solely on the applicable provisions of the Code and the terms of this Contract or other formal written agreements between the School Board and the Academy.

Section 2.3 Financial Obligations of the Academy Are Separate From the State of Michigan, School Board and the District. 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 School Board, or the District. 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 School Board or the District 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 State of Michigan, School Board or the School. The Academy has no authority whatsoever to enter into any contract or other agreement that would financially or otherwise obligate the State of Michigan, School Board or the District, nor does the Academy have any authority whatsoever to make any representations to lenders or third parties, that the State of Michigan, School Board or the District 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.

ARTICLE III
ROLE OF THE SCHOOL
BOARD OF EDUCATION AS AUTHORIZING BODY

Section 3.1. Method of Selection. Length of Term, Number of Directors, Qualification of Directors, Procedure for Removal of Directors, and Other Matters. The School Board has adopted a Method of Selection Resolution providing for the method or selection, length of term, number of members, qualification of members, the procedure for removal of members, other matters pertaining to Directors and the names of the current Directors under this Contract. The Method of Selection Resolution is hereby incorporated into this Contract and made a part hereof. The School Board may, from time to time, amend the Method of Selection Resolution changing the method of selection, length of term, number of Directors, qualification of Directors, the procedure for removal of Directors and other matters pertaining to Directors. Any subsequent resolution of the School Board changing the Method of Selection Resolution shall be exempt from the amendment procedures under Article IX of these Terms and Conditions and shall be deemed incorporated into this Contract as an amendment, with like effect as though it had been approved by the Academy Board and by the School Board.

Section 3.2. School Board as Fiscal Agent for the Academy. The School Board is the fiscal agent for the Academy. As fiscal agent, the School Board assumes no responsibility for the financial condition of the Academy. The School 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 Fiscal Agent Agreement and Article X of these Terms and Conditions, the School Board shall promptly, within ten (10) days of receipt, forward to the Academy all state school aid funds or other public or private funds received by the School Board for the benefit of the Academy. The responsibilities of the School Board as Fiscal Agent, 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 School Board. The School Board has the responsibility to oversee the Academy's compliance with the Contract and all Applicable Law. The responsibilities of the Academy and the School Board are set forth in the Oversight Agreement and Annual Calendar of Reporting Obligations incorporated herein as Schedule 4.

Section 3.4. School Board Administrative Fee. During the term of this Contract, the Academy shall pay the School Board an administrative fee of three percent (3%) of the state school aid payments received by the Academy. This fee shall be retained by the School Board from each state school aid payment received by the School Board for forwarding to the Academy. This fee shall compensate the School Board for considering the Application, issuing the Contract and overseeing the Academy's compliance with the Contract and Applicable Law. For purposes of this section, the rights and responsibilities of the Academy and School Board are set forth in Schedule 3 (Fiscal Agent Agreement).

Section 3.5. School 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 School Board. The Academy shall submit a written request to the CSO Director describing the proposed acquisition and the purpose for which the Academy desires to acquire the property. The CSO Director will generate a recommendation for consideration by the School Board with regard to the proposed acquisition. The request and the CSO Director's recommendation will be submitted by the CSO Director for the School Board's consideration in accordance with the School Board's generally applicable timelines and policies for the agendas of regularly-scheduled School Board committee meetings and formal sessions of the School Board. No acquisition may be made until the approval of the School Board is obtained by resolution adopted at a formal session of the School Board.

Section 3.6. Authorization of Employment. The School Board authorizes the Academy to determine whether to employ or contract with personnel as necessary for the operation of the Academy, according to the position information outlined in Schedule 5 (Description of Staff Responsibilities and ESP Agreement). If the Academy determines to employ any personnel, such an employee hired by the Academy shall be an employee of the Academy for all purposes and not an employee of the School District for any purpose. With respect to Academy employees (if any), the Academy shall have the power and responsibility to (i) select and engage employees; (ii) pay their wages; (iii) evaluate and 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 (if any). Collective bargaining agreements, if any, with employees of the Academy shall be the responsibility of the Academy. The Academy may contract with an Educational Service Provider to provide personnel to perform work at the Academy so long as (a) the agreement complies with the requirements of Section 3.9 of these Terms and Conditions; (b) the Academy has first complied with the Charter Schools Office Educational Service Provider Policies, if any, as then in effect; and (c) the CSO Director has not disapproved the agreement. A copy of the agreement between the Academy and the Educational Service Provider shall be included as a part of Schedule 5.

Section 3.7. CSO Director Review of Certain Financing Transactions. If the Academy proposes to (i) finance the acquisition, by lease, purchase, or other means, of facilities or equipment, in excess of \$150,000, pursuant to arrangements calling for payments over a period greater than one (1) year, and which include a pledge to one or more third parties of a portion of the funds to be received by the Academy from the State of Michigan pursuant to the State School Aid Act of 1979, as amended, being MCL, 388.601 et seq., or (ii) direct that a portion of its State School Aid Payments be forwarded by the Fiscal Agent to a third party account for the payment of Academy debts and liabilities, the Academy shall submit the transaction for prior review by the CSO Director, as designee of the School Board, in the manner provided herein. The Academy shall, not later than thirty (30) days prior to the proposed closing date of the transaction, submit a written request to the CSO Director describing the proposed transaction and the facilities or equipment to be acquired with the proceeds thereof (if any), and in the case of a transaction described in subparagraph (ii) of this Section, (a) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid Payments; (b) a copy of a State School Aid Payment Agreement and Direction document that is in a form acceptable to the Charter Schools Office; and (c) copies of such other documentation regarding the transaction which is the subject of the proposed direct intercept as the Charter Schools Office may request.

Unless the CSO Director extends the review period, within thirty (30) days of receiving a written request in compliance with this Section, the CSO Director shall notify the Academy if the proposed transaction is disapproved (the CSO Director may disapprove the proposed transaction if contrary to Applicable Law or the Charter Contract). If the proposed transaction is disapproved, such disapproval may, but shall not be required to, state one or more conditions which, if complied with by the Academy and any lender, lessor, seller or other party, would cause such disapproval to be deemed withdrawn. No transaction described in this Section may be entered into that is disapproved by the CSO Director. By not disapproving a proposed transaction, the CSO Director is in no way giving approval of the proposed transaction, or any of the terms or conditions thereof.

Section 3.8. School Board Contract Authorization Process. Pursuant to the Code, the School Board is not required to issue a contract to the Academy. This Contract is for a fixed term and will terminate at the end of the Contract term set forth in Section 12.10 without any further action of either the Academy or the School Board.

An Academy seeking a new contract shall make a formal request to the School Board in writing at least two years prior to the end of the current Contract term. The School Board shall provide to the Academy a description or the timeline and process by which the Academy may be considered for issuance of a new contract. The timeline and process for consideration of whether to issue a new contract to the Academy shall be solely determined by the School Board. The School Board, at its own discretion, may change its timeline and process for issuance of a new contract at any time, and any such changes shall take effect automatically without the need for any amendment to the Contract. Consistent with the Code, the School Board may elect, at its sole discretion, not to consider the issuance of a contract, consider reauthorization of the Academy and elect to not issue a contract, or consider reauthorization of the Academy and issue a contract for a fixed term.

Section 3.9. CSO Director Review of Agreement With Educational Service Provider.

(a) If the Academy proposes to enter into a new or renewal agreement with an Educational Service Provider to provide persons to perform work at the Academy, or to extend the term of such an existing agreement, the Academy shall, not later than thirty (30) days prior to the proposed date of execution thereof, submit the proposed agreement and a detailed description of the means by which the Educational Service Provider will be held accountable to the Academy Board for the day-to-day performance of the Educational Service Provider's obligations under such agreement for review by the CSO Director. An ESP Agreement is not final and valid until reviewed and not disapproved by the School Board or designee. Unless the CSO Director extends the review period, within thirty (30) days of receiving a copy of a proposed agreement and detailed description of accountability measures in compliance with this Section, the CSO Director shall notify the Academy if the proposed agreement is disapproved. the CSO Director may disapprove the proposed agreement only if contrary to Applicable Law or this Contract. If the proposed agreement is disapproved, such disapproval may, but shall not be required to, state one or more conditions which, if complied with by the Academy and/or the Educational Service Provider, would cause such disapproval to be deemed withdrawn. No agreement described in this Section may be entered into that is disapproved by the CSO Director. By not disapproving a proposed agreement, the CSO Director is in no way giving approval of the

proposed agreement, or any of the terms or conditions thereof.

(b) An agreement with an Educational Service Provider to provide persons to perform work at the Academy:

- (i) may not contain a non-competition, no-hire, or similar provision prohibiting or restricting the Academy from hiring staff that perform work at the Academy;
- (ii) shall contain a representation and warranty by the Educational Service Provider to the Academy that no non-competition, no-hire, or similar provisions are included in the Educational Service Provider's employment contracts or other agreements with staff that perform work at the Academy, nor will any such provisions be included in any such contracts or agreements for the duration of the Educational Service Provider's agreement with the Academy Board;
- (iii) shall contain a provision requiring the Educational Service Provider to make information concerning the operation and management of the Academy, including but not limited to the information described 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 the Contract;
- (iv) shall not be for a term extending beyond the term of the Contract;
- (v) shall not contain terms inconsistent with the CSO's Educational Service Provider Policies, if any, in effect at the time that the agreement with the Educational Service Provider is entered into, renewed or extended; and
- (vi) shall contain the following provisions:

Indemnification of the School District. The parties acknowledge and agree that the School District, the School District Board of Education and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement (the "Third Party Beneficiaries"). The [ESP Name] hereby promise to indemnify and hold harmless the Third Party Beneficiaries from all claims, demands, or liabilities, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the School District, which arise out of or are in any manner connected with the School Board's approval of the School of Excellence application, the School Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance by the Third Party Beneficiaries upon information supplied by the Academy or the Educational Service Provider, or which arise out of the failure of the Academy to perform its obligations under

the Contract issued to the Academy by the School Board. The [ESP Name] expressly acknowledges and agrees that the Third Party Beneficiaries may commence legal action against either the Academy or the [ESP Name] to enforce their rights as set forth in this Agreement.

Agreement Coterminous With Academy's Contract. If the Academy's Contract issued by the School Board is suspended, revoked or terminated, this Agreement shall automatically be suspended or terminated, as the case may be, on the same date as the Academy's Contract is suspended, revoked or terminated without further action of the parties.

Compliance with Academy's Contract. The Educational Service Provider agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Academy's Contract issued by the School Board. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement.

Appropriately Certificated Teachers and School Administrators. [Insert name of ESP] shall assign to the Academy appropriately certificated teachers and school administrators in compliance with applicable law and administrative rules and will assign non-certificated teachers and administrators only to the extent permitted by law.

MPERS Retirees. To enable the Academy to comply with its reporting obligations under the Michigan Public School Employees Retirement Act, 1980 PA 300, as amended, [Insert ESP Name] shall: (1) promptly notify the Academy in writing of the identity of any individual employed or assigned by [the ESP] to perform services at Academy that is a retiree from the Michigan Public School Employees Retirement System (MPERS); and (2) provide information regarding any such individual's wages or amounts paid and hours of service under this [ESP Agreement], as necessary for the Academy to report on a schedule and in such manner as may be determined from time to time by Office of Retirement Services. MCL 38.1342(6).

Administrator and Teacher Evaluation System. [Insert name of ESP] shall adopt and implement for all individuals employed by the ESP and assigned to the Academy as a teacher or school administrator a rigorous, transparent, and fair performance evaluation system as required to comply with Applicable Law.

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 agency or entity and shall not undertake any action inconsistent with its status as a body corporate authorized to receive state school aid funds

pursuant to Section 11 of Article IX of the State Constitution of 1963.

Section 4.2. Other Permitted Activities. 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. With the exception of agreements that require prior submittal to the CSO Director or the School Board (or its designee) for review and which have either (a) not been submitted for review, or (b) been submitted for review and disapproved, the Academy may enter into agreements with other public schools, public school academies, schools of excellence, governmental units, businesses, and community and nonprofit organizations where such agreements comply with Applicable Law and contribute to the effectiveness of the Academy or advance education in this state.

Section 4.3 Academy Board Members Serve in Their Individual Capacity. All Directors of the Academy Board shall serve in their individual capacity, and not as a representative or designee of any other person or entity. A person who does not serve in their individual capacity, or who serves as a representative or designee of another person or entity, shall be deemed ineligible to continue to serve as a Director of the Academy Board. A Director who violates this section shall be removed from office, in accordance with the removal provisions found in the Resolution.

ARTICLE V CORPORATE STRUCTURE OF THE ACADEMY

Section 5.1. School of Excellence Corporation. The Academy shall be organized and operated as a school of excellence corporation organized under Part 6E of the Code and the Michigan Nonprofit Corporation 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 the Code or other Applicable Law.

Section 5.2. Articles of Incorporation. Unless amended pursuant to Article IX, Section 9.5 of these Terms and Conditions, , the Restated Articles of Incorporation of the Academy, as set forth in Schedule 1, which shall include the Academy's stated purpose, shall be the Articles of Incorporation of the Academy. The Academy Board represents to the School Board that Schedule 1 includes all amendments to the Academy's Articles of Incorporation as of the execution date of this Contract.

Section 5.3. Bylaws. Unless amended pursuant to Article IX, Section 9.6 of these Terms and Conditions, the Restated Bylaws of the Academy, as set forth in Schedule 2, shall be the Bylaws of the Academy. The Academy Board represents to the School Board that Schedule 2 includes all amendments to the Academy's Bylaws as of the execution date of this Contract.

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

majority of the Academy Board members as set by the Authorizing Resolution, or such larger number as may be required by law.

ARTICLE VI OPERATING REQUIREMENTS

Section 6.1. Governance Structure. The Academy shall be organized and administered under the direction of the Academy Board and pursuant to the Governance Structure as set forth in its Restated Bylaws (Schedule 2) . The Academy shall have four officers: a president, vice-president, secretary and treasurer. The officer positions shall be filled by persons who are also members of the Academy Board. A description of their duties is included in Schedule 2 (Bylaws). The Academy Board shall meet at least once per month throughout each fiscal year, unless another schedule is required by law or mutually agreed upon by the CSO Director and the Academy Board.

Section 6.2. Educational Goals, Programs and Curriculum. The Academy shall pursue the educational goals, deliver the educational programs and implement and follow the curriculum identified in Schedules 7a - 7d. Such goals and programs and curriculum may be amended pursuant to Article IX, Section 9. of these Terms and Conditions. The goals shall require demonstrated improved pupil academic achievement for all groups of pupils. Upon request, the Academy shall provide the CSO with a written report, along with supporting data, assessing the Academy's progress toward achieving its goals. The Academy shall document experience in delivering a quality education program that improves pupil academic achievement following the standards for the on-line learning established by the National Association of Charter School Authorizers or other nationally recognized standards for quality on-line learning. Such documentation shall be included in Schedule 7b.

Section 6.3. Methods of Pupil Assessment and Accountability. The Academy shall evaluate pupils' work in the manner required by Applicable Law, based on the assessment strategies identified in Schedule 7c and 7e. The Academy shall provide the Charter Schools Office with copies of reports, assessments and test results, to the extent permitted by law, including without limitation the Family Educational Rights and Privacy Act (FERPA), 20 USC 1232g; 34 CFR Part 99, and Code Section 1136 (Pupil Privacy) concerning the following:

- (a) Educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the CSO;
- (b) An assessment of the Academy's student performance at the end of each academic school year or at such other times as the School Board may reasonably request;
- (c) an annual education report in accordance with Code Section 1204a;
- (d) an annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration or a program of testing approved by the CSO Director; and
- (e) all tests required under Applicable Law.

The Academy shall annually administer the Scantron© Performance test to each grade or grouping level, except that the Director of Charter Schools may exempt grades K-2 from this requirement in his or her discretion.

Such reports, assessments and test results may, in the sole discretion of the School Board, constitute grounds for the School Board to continue, suspend, terminate or revoke the Contract, not issue a new Contract at the end of the term of the Contract, or to place the Academy on Probationary Status.

Section 6.4. Additional Required Information for School of Excellence. The Academy shall implement and follow the admission policy and criteria and all application, enrollment and admissions policies and criteria required by Applicable law, including reporting requirements of the Department in the form and manner prescribed. A copy of the Academy's pupil admissions policies and criteria (including lottery process) are set forth in Schedule 7f. With respect to the Academy's pupil admissions process, the Academy shall provide any documentation or information requested by the CSO that demonstrates the following:

- a) the Academy has made a reasonable effort to advertise its enrollment efforts. to all pupils; and
- b) the Academy has made the following additional efforts to recruit pupils who are eligible for special education programs and services or English as a second language services to apply for admission:
 - i. Reasonable efforts to advertise all enrollment openings to organizations and media that regularly serve and advocate for individuals with disabilities or children with limited English speaking ability throughout the state; and
 - ii. Inclusion in all pupil recruitment materials of a statement that appropriate special education services and English as a second language services will be made available to pupils attending the Academy as required by law.
- c) the Academy's open enrollment period was for a duration of at least two (2) weeks and permitted the enrollment of pupils by parents at times in the evening and on weekends; and
- d) each pupil's family has been offered a computer and a subsidy for the cost of internet access.

The Academy Board shall ensure that, when a pupil enrolls in the Cyber School, the pupil and his or her parent or legal guardian are provided with a parent-student orientation. If the pupil is at least age eighteen (18) years or is an emancipated minor, the orientation may be provided to just the pupil.

The Academy Board will abide by enrollment limits for Cyber Schools established in the

Code or by the Department, including maximum enrollment limitations based on years of operation. Cyber Schools may not enroll any new pupils in the Cyber School in a school year that begins after the Department has made a determination that the combined total statewide final audited membership for all pupils in membership in Cyber Schools exceeds a number equal to two percent (2%) of the combined total statewide final audited membership for all pupils in membership in public schools for the 2011-2012 State Fiscal Year.

Section 6.5 School Calendar/School Day Schedule. The Academy shall comply with all minimum standards governing the length of the school term and the minimum numbers of days and hours of instruction required by Applicable law for the Academy to receive full funding under the State School Aid Act. The Academy agrees to make available to the Charter Schools Office a copy of the School Calendar/School Day Schedule for each site for each academic school year no later than July 1st. A copy of a compliant School Calendar/School Day Schedule shall be automatically incorporated into Schedule 7g, without the need for an amendment under Article IX of these Terms and Conditions. The Academy will make educational services available for not less than 1,098 hours during a school year and ensure that each pupil participates in the educational program for at least 1,098 hours during a school year. The Academy shall comply with the requirements of Revised School Code Section 1175 concerning public holidays, salaries not affected, and commemorative exercises.

Section 6.6. Age/Grade Range of Pupils Enrolled. The Academy is authorized to serve students in grades K-12 in a school of excellence that is a cyber school as specified in Schedule 7h.

Section 6.7. Collective Bargaining Agreements. Collective bargaining agreements, if any, with employees (if any) of the Academy shall be the responsibility of the Academy.

Section 6.8. Accounting Standards. The Academy shall at all times comply with generally accepted public sector accounting principles, and accounting system requirements that comply with the State School Aid Act of 1979, as amended, and applicable State Board of Education and Department of Education rules.

Section 6.9. Annual Financial Audit. The Academy shall conduct an annual financial statement audit prepared and reviewed by an independent certified public accountant with public school auditing experience, selected solely by the Academy Board, and not providing accounting or auditing services to the ESP. By October 1st of each year, the Academy shall submit one (1) copy of the annual financial statement audit and auditor's management letters to the Charter Schools Office. By November 30th of each year, the Academy Board shall contemporaneously provide to the Charter Schools Office a copy of any responses to auditor's management letters.

Section 6.10. Address and Description of Academy Physical Plant. The address and description for the Academy is set forth in Schedule 6. Following Academy Board and School Board approval, proposed changes to the address and description of any site or sites shall be incorporated into this contract by amendment. With the approval of the School Board, the Academy Board may operate the same configuration of age or grade levels at more than one (1) site if each configuration of age or grade levels and each site identified in Schedule 6 are under the direction and control of the Academy Board.

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

By formal resolution, the Academy Board may request the authority to operate the same configuration of age or grade levels at more than one (1) site. The Academy Board shall submit to the Charter School Office an application for site expansion through charter contract amendment, in a form or manner determined by the Charter School Office. The application for site expansion shall include all information requested by the CSO, including detailed information about the site, revised budget, renovation and site improvement costs, the Academy's proposed operations at the site, and the information provided in Contract Schedule 6. Upon receipt of a complete application for site expansion, the Charter School Office shall review the application for site expansion and make a recommendation to the School Board on whether the Academy's request for site expansion should be approved. A positive recommendation by the CSO of the application for site expansion shall include a determination that the Academy is operating in compliance with the Contract and is making measurable progress toward meeting the Academy's educational goals. The School Board may consider the Academy Board's site expansion request following submission by the CSO of a positive recommendation.

If the School Board approves the Academy Board's site expansion request, the Contract shall be amended in accordance with Article IX of these Terms and Conditions. The School Board reserves the right to modify, reject, or approve any application for site expansion in its sole and absolute discretion.

Section 6.11. Contributions and Fund Raising. The Academy may solicit and receive contributions and donations as permitted by law. No solicitation shall indicate that a contribution to the Academy is for the benefit of the School District.

Section 6.12. 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 6.13. Reports to the CSO Director and School Board. The Academy shall provide the CSO Director with copies of reports and assessments concerning the educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the School President. The CSO Director shall make copies of these reports available to the School Board. At a minimum, the Academy shall furnish the CSO Director with:

- (a) an assessment of student performances at the end of academic periods or at such other times as the CSO Director may request,
- (b) a monthly report to MDE, in a form and manner prescribed by MDE, that reports

the number of pupils enrolled at the Academy during the immediately preceding month, and,

- (c) an objective evaluation of student performances and the Academy's operations and procedures, not less frequently than at 3-year intervals or at such other times as the CSO Director may otherwise request. The evaluation shall be done by a visitation team selected by the CSO. The visitation team shall include members of the CSO staff, and may include outside evaluators selected by the CSO in its sole discretion. All expenses of the visitation team shall be borne by the CSO. The methodology to be used for the evaluation shall be shared with the Academy Board of Directors prior to the evaluation visit. The visitation team shall compile a comprehensive report for presentation to the Academy Board and the School Board. Such evaluation report may constitute grounds for the School Board to continue, suspend, terminate or revoke the Contract, not issue a new Contract at the end of the term of the Contract, or to place the Academy on Probationary Status.

Section 6.14. Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Contractual Educational Goals. The Academy shall perform the compliance certification duties required by the School Board and outlined in the Oversight Agreement set forth as Schedule 4, including the Annual Calendar of Reporting Requirements, as well as any additional duties specifically adopted for the Academy by the School Board based on the Academy's circumstances. In addition to the School Board's oversight responsibilities and other reporting requirements set forth in this Contract, the Academy's compliance certification duties shall serve as the method for monitoring the Academy's compliance with Applicable Law and its performance in meeting its Contractual Educational Goals. The Educational Goals shall include demonstrated improved pupil academic achievement for all groups of pupils. To the extent applicable, the pupil performance of the Academy shall be assessed using at least a Michigan education assessment program (MEAP) test or the Michigan merit examination under section 1279g, as applicable.

Section 6.15. Matriculation Agreements. Before the Academy Board approves a matriculation agreement with another public school, the Academy shall provide a draft and final copy of the agreement to the University Charter Schools Office for review and retention. Any matriculation agreement entered into by the Academy shall be added as Schedule 7i through a contract amendment approved in accordance with the Contract. Until the matriculation agreement is incorporated into the Contract, the Academy is prohibited from granting an enrollment priority to any student pursuant to that matriculation agreement.

Section 6.16. Postings of Accreditation Status. The Academy shall post notices to the Academy's homepage of its website disclosing the accreditation status of each school in accordance with the Code.

Section 6.17. Student Privacy. The Academy shall comply with the Family Educational Rights and Privacy Act (FERPA), 20 USC §1232g; 34 CFR Part 99, and Code Section 1136, MCL 380.1136. The Academy will develop a list of uses ("Uses") for which the Academy commonly would disclose a student's directory information, develop an opt-out form, and

provide the statutorily-required opportunity for a parent or legal guardian, or eligible student, to elect not to allow the Academy to disclose the student's directory information for one or more Uses.

Section 6.18. School Safety.

- (a) Statewide Safety Information Policy and Emergency Operations Plan. Pursuant to Code Sections 1308 and 1308b, the Academy shall adopt and implement the statewide school safety information policy and/or an Emergency Operations Plan. Beginning in the 2021-2022 school year, at least biennially thereafter, the Academy shall, in conjunction with at least one law enforcement agency having jurisdiction over the Academy, conduct either (i) a review of the Academy's emergency operations plan, including a review of the vulnerability assessment; or (ii) a review of the Academy's statewide school safety information policy, as applicable.
- (b) School Safety Liaison. The Academy Board shall designate a liaison to work with the School Safety Commission created under Section 5 of the Comprehensive School Safety Plan Act, created under Public Act 548 of 2018, and the Office of School Safety created under MCL 28.681. The Liaison shall be an individual employed or assigned to regularly and continuously work under contract in the Academy. The Liaison shall work with the School Safety Commission and the Office of School Safety to identify model practices for determining school safety measures.
- (c) New Building Construction or Renovation. 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 plan for the construction or renovation regarding school safety issues with the law enforcement agency that is or will be the 3rd first responder for the school building. School building include either a building intended to be used to provide pupil instruction or a recreational or athletic structure or field used by pupils.
- (d) Annual Expulsion Report and Website Report on Criminal Incidents. On an annual basis, the Academy Board shall do the following:
 - (i) Prepare and submit to the State Superintendent, in a form and manner prescribed by the State Superintendent, a report stating the number of pupils expelled from the Academy during the immediately preceding school year, with a brief description of the incident resulting in expulsion;
 - (ii) Post on its website, in a form and manner prescribed by the State Superintendent, a report on the incidents of crime occurring at schools operated by the Academy. Each school building shall

collect and keep current on a weekly basis the information required for the website report, and must provide that information, within seven (7) days upon request; and

- (iii) Make a copy of the report on the incidents of crime, disaggregated by school building, available to the parent or legal guardian of each pupil enrolled in the Academy.

ARTICLE VII TUITION PROHIBITED

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

ARTICLE VIII COMPLIANCE WITH APPLICABLE LAWS

Section 8.1. Compliance with Part 6E of Code. The Academy shall comply with Part 6E of the Code and all other parts of the Code that apply to schools of excellence that are cyber schools.. The Academy shall assure that all directors, officers, teachers, administrators, and staff are advised and agree to comply with the provisions of Part 6E of the Code and all other parts of the Code that apply to schools of excellence that are cyber schools., The Academy shall assure that all parents are advised of the Academy's responsibility to comply with Part 6E of the Code and all other parts of the Code that apply to schools of excellence that are cyber schools.

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

Section 8.3. Open Meetings Act. The Academy Board shall conduct all of its meetings in accordance with the Michigan Open Meetings Act, Act No. 267 of the Public Acts of 1976, being Sections 15.261 to 15.275 of the Michigan Compiled Laws.

Section 8.4. Freedom of Information Act. Pursuant to Code Section 553(6)(b), the records of the Academy shall be records subject to the provisions of the Michigan Freedom of Information Act ("FOIA"), Act No. 442 of the Public Acts of 1976, being Sections 15.231 to 15.246 of the Michigan Compiled Laws. The Academy Board shall designate a freedom of information officer to assure compliance with FOIA and other applicable law providing for public disclosure or for protection of privacy. If the Academy refuses to comply with a FOIA request and such request is presented to and answered by the School District, the Academy shall be responsible for paying the total unreimbursed cost incurred by the School District in complying with the request, including, but not limited to, School District employee time and copying costs.

Section 8.5. Public Employment Relations Act. Pursuant to Code Section 553(6)(c), the Academy shall comply with the Public Employment Relations Act (PERA), Act No. 336 of the Public Acts of 1947, being Sections 423.201 to 423.216 of the Michigan Compiled Laws if the Academy Board determines to employ rather than contract for personnel.

Section 8.6. Prevailing Wage and Fringe Benefits on State and Federal Projects. To the extent required by law, the Academy shall comply with applicable prevailing wage and fringe benefits on state projects. The Academy shall comply with the Davis-Bacon Act prevailing wage requirements on federally funded construction projects.

Section 8.7. Competitive Bidding. The Academy shall comply with Sections 1267 and 1274 or the Code.

Section 8.8. Public School Employees Retirement Act of 1979. Pursuant to Act No. 318 of the Public Acts of 1993, and Act No. 272 of the Public Acts of 1995, the Academy shall comply with Act No. 300 of the Public Acts of 1980, being Sections 38.1301 to 38.1391 of the Michigan Compiled Laws.

Section 8.9. Non-discrimination. The Academy shall comply with applicable state and federal laws pertaining to equal opportunity and non-discrimination, including without limitation the Elliott-Larsen Civil Rights Act, Act No. 453 of the Public Acts of 1976, as amended, being Sections 37.2101 to 37.2804 of the Michigan Compiled Laws, the Michigan Handicappers' Civil Rights Act, Act No. 220 of the Public Acts of 1976, as amended, being Sections 37.1101 to 37.1607 of the Michigan Compiled Laws; Subtitle A of Title II of the Americans with Disabilities Act of 1990 (ADA), Public Law 100-336, 42 USC §§12101 et seq, or any successor law; the Individuals with Disabilities Education Act (IDEA), 20 USC §§1400 et seq; Section 504 of the Rehabilitation Act of 1973 (Section 504), 29 USC §794; the Michigan Administrative Rules for Special Education (MARSE); and applicable Titles of the Civil Rights Act of 1964, as amended and their implementing regulations.

Section 8.10 Incompatible Public Offices Law and Conflicts of Interest. The Academy shall ensure that its Directors, officers and employees comply with the Incompatible Public Offices Act, Act 566 of the Public Acts of 1978, as amended, being Sections 15.181 et seq. of the Michigan Compiled Laws and Code Section 1203 (Conflicts of Interest).

Section 8.11. Uniform Budgeting and Accounting Act. The Academy shall comply with the Uniform Budgeting and Accounting Act, Act No. 2 of the Public Acts of 1968, being MCL 141.421 to 141.440a.

Section 8.12. Revised Municipal Finance Act of 2001. With respect to the Academy's borrowing money and issuance of bonds, the Academy shall comply with Part VI of the Revised Municipal Finance Act of 2001, Act No. 34 of the Public Acts of 2001, being MCL 141.2601 to 141.2613 of the Michigan Compiled Laws. except that the borrowing of money and issuance of bonds by the Academy is not subject to Section 1351a(4) or Section 1351(2) to (4) of the Code. Bonds issued by the Academy are subject to the Revised Municipal Finance Act, 2001 PA 34, MCL 141.2101 to 141.2821.

Section 8.13. Public Employees Health Benefit Act. If the Academy provides medical, optical, or dental benefits to employees (if any) and their dependents, the Academy shall provide those benefits in accordance with, and shall comply with the Public Employees Health Benefit Act, Act No. 106 of the Public Acts of 2007, being MCL 124.71 to 124.85 of the Michigan Compiled Laws.

Section 8.14. Contracts of Public Servants With Public Entities Act of 1968. The Academy shall comply with the Contract of Public Servants with Public Entities Act, No. 317 of the Public Acts of 1968, being MCL 15.321 to 15.330.

Section 8.15. Other State Laws. The Academy shall comply with other state laws which are applicable to schools of excellence. Nothing in this Contract shall be deemed to apply any other state law to the Academy.

Section 8.16. Federal Laws. The Academy shall comply with federal laws which are applicable to schools of excellence. Nothing in this Contract shall be deemed to apply any other federal law to the Academy.

Section 8.17 Assessments. The Academy agrees to participate state assessments, data collection systems, state level student growth models, state accountability and accreditation systems, and other public comparative data collection required for Michigan public schools.

ARTICLE IX AMENDMENT

Section 9.1. Amendments. The School Board and the Academy acknowledge that the operation and administration of a school of excellence that is a cyber school and the improvement of educational outcomes over time may 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 School 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 Board, 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. Except as provided in the Authorizer Resolutions (Schedule A), the Academy's Restated Articles of Incorporation (Schedule 1), and Section 6.10 of these Terms and Conditions (Address & Description of Proposed Expanded Sites), the School Board delegates authority to the CSO Director to review and negotiate changes or amendments to this Contract. Consistent with this Section, the CSO Director or the School Board may approve or deny a requested amendment in its discretion. If an amendment is approved, the Contract shall be amended upon written agreement signed by an authorized signatory of each governing board. In the event that a proposed amendment is not acceptable to the CSO Director, the Academy Board may request consideration by the OEAS Board, which may approve or deny the requested amendment in its discretion after providing the Academy Board an opportunity to present the proposed change to the OEAS Board.

Section 9.3. Process for Amendment Initiated by the School Board. The School Board, may, at any time, propose specific changes in this Contract or may propose a meeting to discuss potential revision of this Contract. The Academy Board may delegate to an officer of the Academy the review and negotiation of changes or amendments to this Contract. The Contract shall be amended as requested by the School 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 School Board.

Section 9.5 Process for Amendment Academy Articles of Incorporation. Upon approval of an amendment to the Academy's Articles of Incorporation pursuant to any of Sections 9.2-9.4 of this Contract, the Academy Board's authorized designee shall file the amendment to the Academy's Articles of Incorporation with the appropriate state agency. Upon receipt of the filed amendment, the Academy shall forward the filed amendment to the CSO. The filed amendment shall automatically be incorporated by the CSO into Schedule 1 of this Contract upon receipt. If the School District identifies a provision in the Articles of Incorporation that violates or conflicts with this Contract, due to a change in law or for other reasons, after approval has been given, the School District shall notify the Academy Board in writing and the Academy Board shall amend the Articles of Incorporation to make them consistent with the Contract. If the change is requested by the School Board for reasons other than a change in law, the School Board shall reimburse the Academy for the filing fee,

Section 9.6 Process of Amendment Academy Bylaws. The Academy Board shall submit proposed Bylaw changes to the Charter Schools Office for review and comment at least thirty (30) days prior to Academy Board adoption. The Academy's Bylaws, and any subsequent or proposed changes to the Academy's Bylaws, shall not violate or conflict with this Contract. If at any time the School District identifies a provision in the Academy's Bylaws that violates or conflicts with Applicable Law or this Contract, the Academy Board shall amend the identified provision to be consistent with Applicable Law and the Contract. The amendment shall be automatically incorporated into Schedule 2 of the Contract upon receipt by the Charter Schools Office of a duly authorized Academy Board Bylaw change made in accordance with this Section 9.6.

Section 9.7. 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 Board or the School Board, this Contract shall be deemed altered or amended to reflect the change in existing law as of the effective date of such change without action by either party; however, the School Board, acting through the CSO, may provide written notice of the change to the Academy. To the extent possible, the responsibilities and obligations of the Academy Board and the School Board shall conform to and be carried out in accordance with the change in Applicable Law.

Section 9.8. Emergency Action on Behalf of School 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 School Board. An emergency situation shall be deemed to occur if the CSO Director, in "his or her sole discretion, determines that the facts and circumstances warrant that emergency action take place before the next

meeting of the School Board. Upon the determination that an emergency situation exists, the CSO Director may temporarily take action on behalf of the School Board with regard to the Academy Board or the Contract, so long as such action is in the best interests of the School Board. When acting during an emergency situation, the CSO Director shall have the authority to act in place of the School Board, and such emergency action shall only be effective in the interim before the earlier of (a) rejection of the emergency action by the President of the School Board, or (b) the next meeting of either the School Board or School Board Executive Committee. The CSO Director shall immediately notify the School Board President if emergency action is taken under this section, and the School Board President shall immediately report such action to the School Board for confirmation at the next meeting of either the School Board or the School Board Executive Committee. The School Board or the School Board Executive Committee may confirm the emergency action taken by the CSO Director so that the emergency action continues or, upon confirmation by the School Board, becomes permanent.

ARTICLE X

TERMINATION, SUSPENSION AND REVOCATION

Section 10.1 Termination by the Academy. At any time, for any reason, the Academy Board may terminate this Contract by presenting to the School Board a certified resolution requesting termination, which shall include a summary of the reasons for requesting to terminate the Contract. This Contract shall terminate one (1) year from the date the School Board receives notice of the Academy Board's termination resolution, or at such earlier date as may be approved by the School Board.

Section 10.2. Automatic Revocation by State of Michigan. If the School Board is notified by the Superintendent of Public Instruction that the Academy is subject to closure under the Code ("State's Automatic Closure Notice"), then this Contract shall automatically be revoked at the end of the current school year in which the notice is received without any further action of the School Board or the Academy. The School Board's revocation procedures set forth in Section 10.6 do not apply to an automatic revocation initiated by the State.

Following receipt of the State's Automatic Closure Notice, the School Board shall forward a copy of the State's Automatic Closure Notice to the Academy Board and request a meeting with Academy Board representatives to discuss the Academy's plans and procedures for wind-up and dissolution of the Academy corporation at the end of the current school year. All Academy inquiries and requests for reconsideration of the State's Automatic Revocation Notice shall be directed to the Superintendent of Public Instruction, in a form and manner determined by that office or the Department.

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

Section 10.3. Termination by the School District. The School Board may terminate this Contract before the end of the Term as follows:

- (a) Termination Without Cause. Except as otherwise provided in subsections (b), the School Board, in its sole discretion, reserves the right to terminate the Contract before the end of the Contract Term for any reason provided that such termination shall not take place less than one (1) year from the date of the School Board's action. The Charter Schools Office shall provide notice of the termination to the Academy. If during the period between the Authorizing Body action to terminate and the effective date of termination, it is determined the Academy has violated the Contract or Applicable Law, the Contract may be revoked or suspended sooner, as set forth in Section 10.6 (Revocation) or 10.7 (Suspension).
- (b) Termination Caused by Change in Applicable Law. Following issuance of this Contract, if there is a change in Applicable Law that the School Board, in its sole discretion, determines impairs its rights and obligations under the Contract or requires the School Board to make changes in the Contract that are not in the best interests of the School Board or the School District, then the School Board may terminate the Contract at the end of the Academy's school fiscal year in which the School Board's decision to terminate is adopted. For purposes of this section, a change in Applicable Law includes without limitation the following:
 - (i) the issuance of an order by the Superintendent of Public Instruction, pursuant to section 1280c or 1280g of the Code, placing the Academy under the supervision of the State School Reform/ Redesign Officer; or
 - (ii) the development of, or changes to, a redesign plan by the Academy pursuant to Section 1280c or 1280g of the Code.

The revocation procedures in Section 10.6 shall not apply to a termination of this Contract under this Section 10.3.

Section 10.4. Statutory Grounds for Revocation. In addition to the grounds for an automatic revocation of the Contract as set forth in Section 10.2, this Contract may also be revoked by the School Board upon a determination by the School Board, pursuant to the procedures set forth in Section 10.6 that one or more the following has occurred:

- (a) Failure of the Academy to demonstrate improved pupil academic achievement for all groups of pupils or to abide by and meet the educational goals for all groups of pupils set forth in this Contract;
- (b) Failure of the Academy to comply with all Applicable Law;
- (c) Failure of the Academy to meet generally accepted public sector accounting principles or demonstrate sound fiscal stewardship; or
- (d) The existence of one (1) or more other grounds for revocation as specified in this Contract.

Section 10.5. Other Grounds for School Board Revocation. In addition to the statutory grounds for revocation set forth in Section 10.4 and the grounds for an automatic revocation set

forth in Section 10.2, the School 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 is insolvent, has been adjudged bankrupt, or has operated for two or more school fiscal years with a Fund Balance Deficit;
- (b) The Academy has insufficient enrollment to successfully operate a school of excellence, or the Academy has lost more than twenty-five percent (25%) of its student enrollment from the previous school year;
- (c) The Academy defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract, or fails to fulfill the Academy's compliance and reporting requirements;
- (d) The Academy files amendments to its Articles of Incorporation with the appropriate state agency without first obtaining the School Board's approval;
- (e) The School Board or its designee 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
- (f) The Academy's applicant(s), directors, officers, employees or agents have provided false or misleading information or documentation to the Charter Schools Office or the School Board in connection with the School Board's approval of the Application, the issuance of this Contract, or the Academy's reporting requirements under this Contract or Applicable Law; or
- (g) The Academy violates the site restrictions set forth in the Contract or the Academy operates at a site or sites without the prior written authorization of the School Board; or
- (h) The School Board, its directors, officers, employees, agents or representatives are not included as third-party beneficiaries under any Education Services Provider Agreement entered into by the Academy for purposes of indemnifying such parties in accordance with Section 3.9(b)(vi) of these Terms and Conditions.

Section 10.6. School Board Procedures for Revoking Contract. Except for the automatic revocation process set forth in Section 10.2, the School Board's process for revoking the Contract is as follows:

- (a) Notice of Intent to Revoke. The CSO 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 CSO Director, and shall either admit or deny the allegations of noncompliance. If the Academy's response includes admissions of non-compliance with the Contract or Applicable Law, the Academy Board's response shall also contain a description of the Academy Board's plan and time line for correcting the non-compliance with the Contract or Applicable Law. If the Academy's response includes a denial of non-compliance with the Contract or Applicable Law, the Academy's response shall include sufficient documentation or other evidence to support a denial of non-compliance with the Contract or Applicable Law. A response not in compliance with this Section shall be deemed to be non-responsive. As part of its response, the Academy Board may request that a meeting be scheduled with the CSO Director prior to a review of the Academy Board's response.

- (c) Plan of Correction. Within fifteen (15) days of receipt of the Academy Board's response or after a meeting with Academy Board representatives, the CSO Director shall review the Academy Board's response and determine whether a reasonable plan for correcting the deficiencies can be formulated. If the CSO Director determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent to Revoke can be formulated, the CSO Director shall develop a plan for correcting the non-compliance ("Plan of Correction"). In developing a Plan of Correction, the CSO Director is permitted to adopt, modify or reject some or all of the Academy Board's response for correcting the deficiencies outlined in the Notice of Intent to Revoke. The Notice of Intent to Revoke shall be withdrawn if the CSO Director determines any of the following: (i) the Academy Board's denial of non-compliance is persuasive; (ii) the non-compliance set forth in the Notice of Intent to Revoke has been corrected by the Academy Board; or (iii) the Academy Board has successfully completed the Plan of Correction. In the event the Notice of Intent to Revoke is withdrawn, the CSO Director shall notify the Academy Board, in writing, of such withdrawal.
- (d) Plan of Correction May Include Conditions to Satisfy School Board's Contract Reconstitution Authority. As part of the Plan of Correction, the CSO 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 one (1) or more Academy Board members; (ii) termination of at-will board appointments of one (1) or more Academy Board members; (iii) withdrawing approval of authority to contract for personnel; (iv) the appointment of a new Academy Board of Directors or a Conservator to take over Academy operations; or (v) closure of an Academy site(s). Reconstitution of the Academy does not prohibit the Department from issuing an order under the Code directing the automatic closure of the Academy's site(s).
- (d) Request for Revocation Hearing. The CSO Director may initiate a revocation hearing before the School Charter Schools Hearing Panel if the CSO 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 CSO Director deems cannot be remedied or cannot be remedied in an appropriate period of time, or for which the CSO Director determines that a Plan of Correction cannot be formulated;
- (iv) the Academy Board's response contains denials that are not supported by sufficient documentation or other evidence showing compliance with the Contract or Applicable Law;
- (v) the Academy Board has not complied with part or all of a Plan of Correction established in Section 10.6(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 CSO 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.

- (e) Hearing before School 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 School Charter Schools Office and the Academy Board at least ten (10) days before the hearing. The purpose of the Hearing Panel is to gather facts surrounding the CSO Director's request for Contract revocation, and to make a recommendation to the School Board on whether the Contract should be revoked. The revocation hearing shall be held at a location, date and time as determined by the CSO Director and shall not last more than three hours. The hearing shall be transcribed by a court reporter and the cost of the court reporter shall be divided equally between the School and the Academy. The CSO Director or his or her designee, and the Academy Board or its designee, shall each have equal time to make their presentation to the Hearing Panel. Although each party is permitted to submit affidavits and exhibits in support of their positions, the Hearing Panel will not hear testimony from any witnesses for either side. The Hearing Panel may, however, question the CSO Director and the Academy Board. Within thirty (30) days of the revocation hearing, the Hearing Panel shall make a recommendation to the School 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 School Charter Schools Office and the Academy Board at the same time that the recommendation is sent to the School Board.

- (f) School Board Decision. If the Hearing Panel's recommendation is submitted to the School Board at least fourteen (14) days before the School Board's next regular formal session, the shall consider the Hearing Panel's recommendation at its next regular formal session and vote on whether to revoke the Contract. The School Board reserves the right to modify, reject or approve all or any part of the Hearing Panel's recommendation. The School Board shall have available to it copies of the Hearing Panel's recommendation and the transcript from the hearing. The School Board may waive the fourteen (14) day submission requirement or hold a special formal session to consider the Hearing Panel's recommendation. A copy of the School Board's decision shall be provided to the School Charter Schools Office, the Academy Board and the Michigan Department of Education.
- (g) Effective Date of Revocation. If the School Board votes to revoke the Contract, the revocation shall be effective on the date of the School Board's act of revocation, or at a later date as determined by the. School Board.
- (h) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the School Board after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the School Board to revoke the Contract, may be withheld by the School Board or returned to the Michigan Department of Treasury upon request.
- (i) Disposition of District Code Number. Notwithstanding any other provision of the Contract, after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the School Board to revoke the Contract, the district code number shall remain under the direction and control of the State Board of Education and/or its designated representative.

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

- (a) Charter Schools Office Director Action. If the CSO Director determines that probable cause exists to believe that the Academy' Board (i) has placed staff or students at risk; (ii) is not properly exercising its fiduciary obligations to protect and preserve the Academy's public funds and property; (iii) has lost its right to occupancy of the physical facilities described in Schedule 6, and cannot find another suitable physical facility for the Academy prior to the expiration or termination of its right to occupy its existing physical facilities; (iv) has failed to secure or has lost the necessary fire, health, and safety approvals as required by this Contract; (v) has willfully or intentionally violated this Contract or Applicable Law; or (vi) has violated Section 10.4(e) or (I), the CSO 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 School Board after a decision by the CSO Director to suspend the Contract, shall be retained by the School Board for the Academy until the Contract is reinstated, or shall be returned to the Michigan Department of Treasury upon request.
- (c) Immediate Revocation Proceeding. If the Academy Board, after receiving a notice of Contract suspension from the CSO Director, continues to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may immediately convene a revocation hearing in accordance with the procedures set forth in section 10.6(e) of this Contract. The Hearing Panel has the authority to accelerate the time line for revoking the Contract, provided that notice of the revocation hearing shall be provided to the Charter Schools Office and the Academy Board at least five (5) days before the hearing. If the Hearing Panel determines that the Academy Board has continued to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may recommend revocation of the Contract. The School Board shall proceed to consider the Hearing Panel's recommendation in accordance with section 10.6(f) through (h).

Section 10.8. Venue, Jurisdiction. The parties agree that all actions or proceedings arising in connection with this Contract will be tried and litigated only in the Circuit Court of Clinton County, Michigan, the Michigan Court of Claims or the Federal District Court for the Eastern District of Michigan. The parties hereby irrevocably accept for themselves and in respect of their property, generally and unconditionally, the jurisdiction of such courts. The parties irrevocably consent to the service of process out of any such courts in any such action or proceedings by the mailing of copies thereof by registered or certified mail, postage prepaid, to each such party, at its address set forth for notices in this Contract, such service to become effective ten (10) days after such mailing. The parties irrevocably waive any right they may have to assert the doctrine of forum non conveniens or to object to venue to the extent any proceeding is brought in accordance with this Section 10.8.

Section 10.9. Material Breach of Contract. The assignment of a failing grade or a ranking of significantly below average by the Superintendent of Public instruction, pursuant to section 1280g of the Code, shall constitute a material breach of this Contract. Following the assignment of a failing grade or a ranking of significantly below average, the School Board shall send notice to the Academy of the material breach and request a meeting with Academy Board representatives to discuss the matter. To remedy the material breach, the Academy shall work toward the development of a corrective action plan that is acceptable to the School Board.. The development of a corrective action plan under this Section 10.9 shall not in any way limit the rights of the School Board to suspend, terminate or revoke this Contract.

Section 10.10. State Board of Education Revocation Procedures. As required by the Code, any legal remedy adopted by the State Board of Education shall automatically apply to this Contract. If any legal remedy adopted by the State Board of Education alters or supersedes existing provisions of this Contract, the remedy of the State Board of Education shall apply.

ARTICLE XI

PROVISIONS RELATING TO SCHOOLS OF EXCELLENCE

Section 11.1. Teacher Certification. The Academy shall ensure that certificated teachers are employed as and to the extent required by Part 6E of the Code.

Section 11.2. Criminal Background Checks and Disclosure Statements. 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 or assignment. This Section 11.2 shall apply to such persons irrespective of whether they are employed by the Academy or employed by an Educational Service Provider contracting with the Academy.

Section 11.3. The Academy Budget. The Academy Board is responsible for establishing, approving, and amending an annual budget in accordance with the Uniform Budgeting and Accounting, Act, MCL 141.421, *et seq.* The Academy Board shall submit a copy of its proposed annual budget to the Charter Schools Office on or before May 30 of each year, and its final budget to the Charter Schools Office on or before June 20 of each year. The annual budget shall detail budgeted expenditures at the object level as described in the Michigan Department of Education's Michigan School Accounting Manual. In addition, the Academy Board is responsible for approving, all revisions and amendments to the annual budget. Within ten (10) business days after Academy Board approval, revisions or amendments to the Academy's budget shall be submitted to the Charter Schools Office. The Academy Board shall not approve or adopt any budget that would cause or permit the Academy to be operated at a budget deficit.

Section 11.4. Security Procedures. The Academy Board shall establish security procedures for the maintenance and protection of the Academy student body, its personnel and its property.

Section 11.5. Student Conduct and Discipline. The Academy shall adopt, abide by and enforce its own set of written policies concerning student conduct and student discipline, such policies to be in compliance with Applicable Law.

Section 11.6. Professional Development of the Academy Faculty. The Academy shall ensure that professional development of its faculty is provided as required by the Code. The Academy shall also encourage the development of new teaching techniques or methods or significant revisions to known teaching techniques or methods. The Academy shall report new developments or innovations in teaching techniques or methods to the School Board or its designee for dissemination to the public.

Section 11.7. Dual Employment Positions Prohibited. Any person working at the Academy is prohibited by law from being employed at the Academy in more than one full-time position and simultaneously being compensated for each position.

Section 11.8. Americans With Disabilities Act. The Academy shall comply with subtitle A of Title 11 of the Americans with Disabilities Act of 1990, Public Law 101-336, 42 U.S.C. § 12101 *et seq.* or any successor law.

Section 11.9. Insurance. The Academy Board shall secure and maintain at all times the following insurance coverages:

- (a) real and personal property of the insurance covering all of the Academy's real and personal property, whether owned or leased;
- (b) a minimum of general liability insurance of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate. Coverage must include Sexual Abuse and Molestation and Corporal Punishment coverage. Policies may be written on either an occurrence or claims made basis. If the coverage is claims made, the retroactive date must be the same or before the date of the original contract, and in the event that the Academy goes out of business, the Academy must purchase the longest-available tail coverage;
- (c) minimum automobile insurance coverage (owned and non-owned) of one million dollars (\$1,000,000) (Occurrence Form);
- (d) the workers' compensation insurance as required by law;
- (e) Errors & Omissions insurance including Directors & Officers and School Leaders Liability insurance with a minimum of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate; and
- (f) Employee Dishonesty Insurance of five hundred thousand dollars (\$500,000).

The insurance shall 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 schools of excellence to obtain insurance if the Academy Board finds that such an association provides economic advantages to the Academy. The Academy shall list the School on the insurance policies as an additional insured on insurance coverages listed in (b), (c) and (e) above. The Academy shall have a provision included in all policies requiring notice to the School at least thirty (30) days in advance, upon termination or non-renewal of the policy. In addition, the Academy shall provide to the School Board or its designee copies of all insurance policy binder sheets for the policies required by this Contract, and will provide the actual policies upon request. 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.

When changing insurance programs or carriers, the Academy shall provide copies of the

proposed policies to the School Board, or its designee, at least thirty (30) days prior to the proposed change. The Academy shall not cancel its existing coverage without the prior approval of the Charter Schools Office.

The School District's insurance carrier periodically reviews the types and amounts of insurance coverages that the Academy shall secure in order for the School to maintain coverage for the authorization and oversight of the Academy. In the event that the School's self-insurance program requests additional changes in coverage identified in this Section 11.9, the Academy agrees to comply with any additional changes in the types and amounts of coverage requested by the School's self-insurance program within thirty (30) days after notice of the coverage change.

Section 11.10. Transportation. The Academy Board may enter into contracts with other school districts or other persons, including municipal and county governments, for the transportation of the Academy students to and from school and for field trips. In addition, the Academy Board may use funds received from state school aid payments to pay for student transportation.

Section 11.11. Intramural and Interscholastic Sports. The Academy is authorized to join any organization, association, or league which has as its objective the promotion and regulation of sport and athletic, oratorical, musical, dramatic, creative arts, or other contests by or between pupils.

Section 11.12. Teacher Tenure. Except as required by law, the Academy shall not be required to establish or maintain a teacher tenure system.

Section 11.13. Library Services. The Academy Board may enter into contracts with other local school districts or intermediate school districts for use of library services.

Section 11.14. Use of Information Technologies. The Academy is encouraged to use modern information technologies, including distance learning, in its educational programs.

Section 11.15. Cooperation with Other Educational Organizations, Libraries and Museums. The Academy Board may enter into contracts or cooperate with other school districts or communities for the use of educational and vocational facilities, including libraries and museums.

Section 11.16. Accreditation. If and when available, the Academy shall apply for, and satisfy the applicable accreditation requirements of the State Board of Education.

Section 11.17. Role of Parents and Guardians. The Academy shall encourage the active participation of parents and guardians in the education of its student body. Parents and guardians may volunteer or be selected to serve on committees established by the Academy Board.

Section 11.18. School and Community Relations. The Academy Board may adopt policies and establish programs that (i) encourage the free flow of information between the Academy Board and the community, and (ii) provide for and encourage community input into all matters considered by the Academy Board.

Section 11.19. Deposit of Public Funds by the Academy. The Treasurer of Academy shall deposit or invest all surplus funds received by the Academy in a bank, savings and loan association, or credit union which is eligible to be a depository of surplus funds belonging to the state under Sections 5 or 6 of Act No. 105 of the Public Acts of 1855, being Sections 21.145 and 21.146 of the Michigan Compiled Laws.

Section 11.20. Equal Opportunity Policies. The Academy agrees to operate at all times as an equal opportunity employer and to establish and implement a written sexual harassment policy and such other policies as required by Applicable Law,

Section 11.21. Legal Liabilities and Covenant Against Suit. The Academy acknowledges and agrees that it has no authority to extend the faith and credit of the School or to enter into a contract that would bind the School. 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 School or any of its board members, officers, employees, agents or representatives for any matters that arise under this Contract or otherwise. The School 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 School or any of its board members, employees, agents, or independent contractors as a result of the issuing, overseeing, revoking, suspending or terminating of this Contract or as a result of not issuing a new Contract at the end of the term of the Contract, or placing the Academy on Probationary Status.

Section 11.22. Non-Endorsement. The Academy will not advertise or make any public use of, nor otherwise publicize or hold out the entering, into this Contract. All other actions taken by the School Board with respect to the Academy shall not be taken as an endorsement in any way by the School of the Academy or any aspect thereof.

Section 11.23. Lease or Deed for Single Site. The Academy shall provide to the designee of the School Board signed copies of its lease or deed for the premises in which the Academy shall operate. A current copy of the Academy's deed or lease, shall be kept on file at the Charter Schools Office and at the Academy

Section 11.24. Occupancy and Safety Certificates. The Academy Board shall: (i) ensure that the Academy's physical facilities comply with all fire, health and safety standards applicable to schools; and (ii) possess the necessary occupancy and safety certificates for the Academy's physical facilities. The Academy Board shall not conduct classes until the Academy has complied with this Section 11.24. The Academy shall provide to the designee of the School Board the following:

- (a) a copy of the final building occupancy inspection letter from the Michigan Consumer and Industry Services Office of Fire Safety;
- (b) an acknowledgement from the Academy that the building has been continuously occupied as a school since the time of the final building occupancy inspection;
- (c) copy of the Academy's approval letter from the local department of public health

indicating that the Academy's facilities meet or exceed all applicable sanitation requirements; and

- (d) an acknowledgment from the Academy that the building is in compliance with all fire, health and safety standards applicable to schools and that the Academy possesses the necessary occupancy and safety certificates for the Academy's physical facilities.

A current copy of the Academy's safety permits shall be kept on file at the Charter Schools Office and at the Academy.

Section 11.25. Environmental Matters.

- (a) Representations and Warranties Relating to Environmental Matters. The Academy represents to the School Board that

1. The Academy's building and other physical facilities are not in violation of or subject to any existing, pending or threatened investigation by any governmental authority under any Environmental Law. The Academy's building and other physical facilities are and will continue to be free of friable asbestos and other sources of contamination and in full compliance with all Environmental Laws.
2. The Academy has obtained any and all permits and licenses to construct or use any improvements, fixtures and equipment forming a part of the building, and other physical facilities,
3. The Academy has made inquiry into previous uses and ownership of building and other physical facilities, and, after such inquiry, has determined that no Hazardous Substance (as defined below) has been disposed or released on or in the building and other physical facilities.
4. The Academy's intended and future use of the building and other physical facilities will not result in the disposal or release of any Hazardous Substance on or in the building or other physical facilities in violation of any Environmental Law,

- (b) Definitions.

1. "Environmental Law" means any federal, state or local law, statute, ordinance, or regulation pertaining to health, industrial hygiene, or the environmental conditions on, under or about the building including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (CERCLA) as amended, 41 U.S.C. Sections 9601 *et seq.*, the Resource Conservation and Recovery Act of 1976 (RCRA), 42 U.S.C. Sections 6901 *et seq.*, and the Natural Resources and Environmental Protection Act (NREPA), MCL Sections 324.101 *et seq.*

2. "Hazardous Substance" means any toxic or hazardous substance, material or waste which is or becomes regulated by any local governmental authority, the State of Michigan or the United States Government. The term "Hazardous Substance" includes without limitation:
 - (i) those substances included within the definitions of "hazardous substances," "hazardous material," "toxic substances," or "solid waste" in CERCLA, RCRA, and the Hazardous Materials Transportation Act, 49 U.S.C. Sections 1801 *et seq.*, and in the regulations promulgated pursuant to said laws;
 - (ii) petroleum;
 - (iii) asbestos;
 - (iv) those substances designated as a "hazardous substance" pursuant to Section 311 of the Federal Water Pollution Control Act (33 U.S.C. §1317);
 - (v) those substances (defined as a "regulated substance" pursuant to Subchapter IX, Solid Waste Disposal Act (42 U.S.C. §6991 *et seq.*); and
 - (vi) those substances defined as a "hazardous substance" under §324.11103 of the Michigan Compiled Laws.
- (c) No underground storage tanks will be placed upon or installed within the Academy's building or other physical facilities.

Section 11.26. Information Available to the Public. The Academy shall make information concerning its operation and management, including without limitation, the information described in Schedule 8, available to the public and the School District in the same manner and to the same extent as is required for public schools and school districts under Michigan law.

Section 11.27. Limitation on Facilities Expenditures. The Academy may not expend more than an amount equal to twenty percent (20%) of the funds to be received by the Academy annually from the State of Michigan pursuant to the State School Aid Act of 1979, as amended, being MCL 388.1601 *et seq.*, on discharging its annual obligations in connection with the lease or purchase of the Academy's land, building and other physical facilities described on Schedule 6.

Section 11.28. Incompatible Public Offices and Conflicts of Interest Statutes. The Academy shall comply with the Incompatible Public Offices statute, Act No. 566 of the Public Acts of 1978, being MCL 15.181 to 15.185 of the Michigan Compiled Laws, and the Contracts of Public Servants With Public Entities statute, Act No. 371 of the Public Acts of 1968, being MCL 15.321 to 15.330 of the Michigan Compiled Laws, and Code Section 1203, being MCL 380.1203. The Academy Board shall ensure compliance with Applicable Law relating to conflicts of interest. Notwithstanding any other provision of this Contract, the following shall be deemed a prohibited conflict of interest for purposes of this Contract:

- (a) An individual simultaneously serving as an Academy Board member and an owner, officer, director, employee or paid consultant of an Educational Management Organization that has an 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 as a member of the governing board of another public school; and
- (e) An individual simultaneously serving as an Academy Board member and a School employee or paid consultant.

Section 11.29. Certain Familial Relationships Prohibited. The Academy Board shall prohibit specifically identified family relationships pursuant to Applicable law and the Terms and Conditions of this Contract. No person shall be eligible to serve as an Academy Board member if the person's spouse or same-sex domestic partner, son or son-in-law, daughter or daughter-in-law, father or father-in-law, mother or mother-in-law, , or sister or sister-in-law, or brother or brother-in-law : (i) is employed by the Academy; (ii) works or is assigned to the Academy; or (iii) has an ownership, officer, policymaking, managerial, administrative, non-clerical or other significant role with the Academy's .

Section 11.30 Oath of Public Office. Academy Board members are public officials. Before entering upon the duties of a public school board member, each Academy Board member shall take and sign before a notary public or other authorized official and file with the Charter Schools Office, the constitutional oath of office.

ARTICLE XII GENERAL TERMS

Section 12.1. Notices. Any and all notices permitted or required to be given under this Contract shall be deemed duly given by registered or certified mail with return receipt requested (or by Federal Express or United Parcel Service next day delivery). 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 Board of education of The School:

Director of Charter Schools
Ovid-Elsie Area Schools
8989 E Colony Rd,
Elsie, MI 48831

If to Academy Board: Carol Mitchell
211 S. Glaspie Street
Oxford, MI 48371

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 School 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 without the prior written consent of the School Board.

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

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

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

Section 12.9. Access to Copies of Contract. The Academy and the School Board agree to make copies of this Contract available, for public inspection, at their administrative offices during normal business hours.

Section 12.10. Term of Contract. This Contract shall commence on the date first set forth above and shall remain in full force and effect for a period of seven (7) academic years as determined by resolution of the School and shall terminate on June 30, 2029, unless sooner terminated according to the terms hereof.

Section 12.11. Indemnification of School District. As a condition to receiving a grant of

authority from the School Board to operate a school of excellence pursuant to the terms and conditions of this Contract, the Academy agrees to the extent permitted by law to indemnify, defend, and hold harmless the School District and its board members, officers, employees, agents or representatives from and against all claims, demands, actions, suits, causes of action, losses, judgments, liabilities, damages, fines, penalties, forfeitures, or any other liabilities or losses of any kind whatsoever, including costs and expenses (not limited to attorney fees, expert and other professional fees, settlement and prosecution) and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the School District and its board members, officers, employees, agents or representatives, which arise out of or are in any manner connected with the Academy's operations or which are incurred as a result of the reliance of the School Board upon information supplied by the Academy, or which arise out of the failure of the Academy to perform its obligations under this Contract or in compliance with 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 12.12. 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 12.13. 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 12.14. No Third Party Rights. This Contract is made for the sole benefit of the Academy and the School 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 12.15. Non-agency. It is understood that the Academy is not the agent of the School District.

Section 12.16. School Board and CSO General Policies for Schools of Excellence Shall Apply. Notwithstanding any provision of this Contract to the contrary, and with the exception of existing School Board or CSO policies regarding schools of excellence which shall apply immediately, School Board or CSO general policies clarifying procedure and requirements applicable to schools of excellence under this Contract, as from time to time adopted or amended, will automatically apply to the Academy after thirty (30) days' notice, provided they are not inconsistent with provisions of this Contract.

Section 12.17. Survival of Provision. The terms, provisions, and representations contained in Section 11.9 (Insurance), Section 11.21 (Legal Liabilities and Covenant Against Suit), Section 12.11 (Indemnification of School District), Section 12.15 (Non-agency), and other provisions of this Contract that by their sense and context are intended to survive termination of this Contract shall survive.

Section 12.18. Termination of Responsibilities. Upon termination or revocation of the Contract, the School 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.

Section 12.19 Disposition of Academy Assets Upon Termination or Revocation of Contract. Following termination or revocation of the Contract, the Academy shall follow the applicable wind-up and dissolution provisions set forth in the Academy's Articles of Incorporation and in accordance with Applicable Law.

ARTICLE XIII CYBER SCHOOL PROVISIONS

Section 13.1. Specific Requirements for Cyber Schools. As a precondition to issuing this Contract, the Academy agrees that it meets or shall meet all of the following conditions:

- (a) enrollment in the Academy is available to all pupils in this state who were previously enrolled in a public school;
- (b) offer some configuration of grades kindergarten through twelve; and
- (c) the entity applying for the Contract has demonstrated experience in serving student populations through an educational model involving a significant cyber component; and
- (d) enrollment in the Academy shall not exceed 2,500 in any school year.

Section 13.2. Second Year of Operation. With the prior approval of the CSO, the Academy may in the second year of operation expand its initial enrollment pursuant to the requirements of Section 13.1(d) if all of the following conditions are met:

- (a) The Academy is in compliance with all the terms and conditions of this Contract, including the timely and accurate submission of documentation pursuant to the MCRR;
- (b) The Michigan Student data system maintained by the Center for Educational Performance and Information ("CEPI") permits identification of students who are dropouts;
- (c) The Superintendent of Public Instruction determines the form and manner by which the Academy shall annually account for the number of pupils it enrolls who can be identified using the Michigan student data system maintained by CEPI: and
- (d) The Academy only enrolls one pupil for each pupil who becomes enrolled in the Academy who is identified as a dropout in the Michigan student data system

maintained by CEPI.

Section 13.3. Responsibilities of Cyber School Teacher. The Academy shall ensure that a certificated teacher, whether employed or contracted for from an educational management organization, is responsible for all of the following for each course in which a pupil is enrolled:

- (a) improving learning by planned instruction;
- (b) diagnosing the pupil's learning needs;
- (c) assessing learning, assigning grades, and determining advancement;
- (d) reporting outcomes to Academy administrators and parents or legal guardians.

Section 13.4. Minimum Instructional Hours. The Academy shall make educational services available to pupils for a minimum of at least 1,098 hours during a school year and shall ensure that each pupil participates in the educational program for at least 1,098 during a school year.

Section 13.5. Cyber School Annual Report. On or before June 1, 2018, and each June 1st thereafter during the term of this Contract, the Academy shall provide to the CSO all requested information that the School or CSO Director deems necessary to complete the annual report to the Superintendent and the Michigan Legislature, as required under Section 553a of the Code. Any agreement entered into by the Academy with an Educational Service Provider shall include a provision requiring the Educational Service Provider to provide the requested information to the School in the event that such information is maintained or in the possession of the Educational Service Provider.

[Signature Page Follows]

As the designated representative of the Ovid-Elsie Area Schools Board of Education, I hereby issue this Contract to the Academy on the date set forth above.

OVID-ELSIE AREA SCHOOLS

BOARD OF EDUCATION

By: 

Date: May 19, 2022

Board President (or designee)

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 set forth in this Contract.

MICHIGAN INTERNATIONAL
PREP SCHOOL

BOARD OF DIRECTORS

By: 
446C09D3CEAD40E...

Date: May 20, 2022, 2022

Board President (or designee)

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TAB A

Method of Selection and Appointment Resolution

A regular meeting of the Board of Education ("Board") of Ovid-Elsie Area Schools ("OEAS" or the "District"), was held in the Middle School Information Center, located at 8989 E. Colony Road, in the City of Elsie, County of Clinton, State of Michigan, on the Monday, May 16, 2022, at 6:30 o'clock in the evening.

The meeting was called to order by President Eric Jones.

Members Present: Eric Jones, Michael Schiffer, Erin Bancroft, Brooke Wooley
David Huff

Members Absent: Josh Miller, Dayna Bancroft

The following preamble and resolution were offered by Member Brooke Wooley and supported by Member David Huff:

WHEREAS:

A. The OEAS Board is empowered to act as an authorizing body for a public school academy under Part 6A of the Michigan Revised School Code ("Code"); for a school of excellence, including a cyber school, under Part 6E of the Code; or for a strict discipline academy under MCL 380.1311b-1311m (collectively, a "Charter School").

B. An authorizing body is required to adopt a resolution establishing the method of selection, length of term, and number of members of the board of directors of any Charter School subject to its jurisdiction (a "Method of Selection Resolution"). MCL 380.503(5), 553(4), 1311e(4).

C. The OEAS Board adopted a Method of Selection Resolution effective April 17, 2017.

D. The OEAS Board wishes to amend the Method of Selection Resolution for the Charter Schools subject to its jurisdiction.

NOW, THEREFORE, BE IT RESOLVED:

1. That the OEAS Board establishes the method of selection, length of term and number of members of a Charter School Board subject to its jurisdiction as set forth in this Method of Selection Resolution.

2. Charter School Board Appointments.

- a. Initial Charter School Board Member Nominations and Appointments: As part of the Charter School application, the Charter School applicant shall propose to the Director of the OEAS Charter Schools Office ("CSO Director"), the names of the proposed individuals to serve on the initial board of directors of the proposed Charter School. When the CSO Director recommends an initial contract for approval to the OEAS Board, the CSO Director shall include recommendations for initial Charter School Board members. These recommendations may, but are not required to, include individuals proposed by the Charter School applicant. To be considered for appointment, the nominees must have completed the required board member candidate application materials, including at least (i) the Charter School Board Member Application or Questionnaire prescribed by the OEAS Charter Schools Office; (ii) an interview; (iii) the Criminal Background Check Report prescribed by the OEAS Charter Schools Office; (iv) reference checks; and (v) an annual conflicts of interest disclosure.
- b. Subsequent Non-Exigent Charter School Board Member Nominations and Appointments: Except as provided in paragraph 2(c) below (Exigent Appointments), the Charter School Board may nominate individuals for subsequent Charter School Board of Director positions. As part of the appointment process, the Charter School Board may submit to the CSO Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph 2(a) above; and (iii) a copy of the Charter School Board nominating resolution. The CSO Director may or may not recommend the proposed nominee submitted by the Charter School Board. If the CSO Director does not recommend a nominee submitted by the Charter School Board, the CSO Director shall select a nominee and forward that recommendation to the OEAS Board for appointment. The OEAS Board shall have the sole and exclusive right to appoint members to the Charter School Board.
- c. Exigent Appointments: When the CSO Director determines an "exigent condition" exists which requires that the Director make an exigent appointment to the Charter School's board of directors, the CSO Director may immediately appoint a qualified person to serve as a Charter School board member for the time specified, but not longer than the next meeting held by the OEAS

Board when a regular appointment may be made by the OEAS Board as provided in paragraph 2(b) above. The CSO Director shall make the exigent appointment in writing and notify the Charter School's board of directors of the exigent appointment. Exigent conditions include, but are not limited to, when a Charter School Board seat is vacant, when a Charter School Board cannot reach a quorum, when the OEAS Board determines that a Charter School Board member's service is no longer required, when a Charter School Board member is removed, when a Charter School Board fails to fill a vacancy, or when other conditions exist that would prohibit the Charter School Board from taking action without such an exigent appointment.

3. Qualifications of Charter School Board Members: To be qualified to serve on the Charter School Board, a person shall (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the OEAS Charter Schools Office including, but not limited to, a OEAS Charter School Board Member Application or Questionnaire and a release for criminal history background check; (d) not be an employee of the Charter School; (e) not be a director, officer, or employee of a company or other entity that contracts with the Charter School; and (f) not be an employee or representative of OEAS or be a member of the OEAS Board.
4. Oath/Acceptance of Office/Voting Rights: Following appointment by the OEAS Board, Charter School Board Appointees may begin their legal duties, including the right to vote, after they have signed an acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a justice, judge, or clerk of a court, or before a notary public.
5. Length of Term: An appointed Charter School Board member is an "at will" board member who shall serve at the pleasure of the OEAS Board for a term of office not to exceed four (4) years; provided, however, that the terms of the initial positions on the Charter School Board shall be staggered. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless the term is shortened pursuant to other provisions of this Method of Selection Resolution. A person appointed to serve as a Charter School Board member may be reappointed to serve additional terms. When a Charter School Board member is appointed to complete the term of service of another Charter School Board member, their service ends at the end of the previous Charter School Board member's term, subject to possible reappointment.

6. Removal: If the OEAS Board determines that a Charter School Board member's service in office is no longer required, then the OEAS Board may remove a Charter School Board member with or without cause and shall specify the date when the Charter School Board member's service ends.
7. Resignations: A member of the Charter School Board may resign from office by submitting a written resignation to the Charter School Board or by notifying the CSO Director. A written resignation to the CSO Director is not required. The Charter School Board shall promptly forward to the CSO Director any written resignation upon receipt. A resignation (written or oral) is effective upon receipt by the CSO Director, unless a later date is specified in the resignation. The CSO Director shall confirm the receipt and effective date of a resignation (whether written or oral) in writing to the resigning Charter School Board member.
8. Vacancy: A Charter School Board position shall be considered vacant when a Charter School Board member:
 - a. Resigns
 - b. Dies
 - c. Is removed from Office
 - d. Is convicted of a felony
 - e. Ceases to be qualified
 - f. Is deemed legally incapacitated by a court of competent jurisdiction
9. Filing a Vacancy: The Charter School Board may nominate and the CSO Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the "Subsequent Appointments" and "Exigent Appointments" procedures in this resolution.
10. Number of Charter School Board Member Positions: The number of member positions of the Charter School Board shall be five (5), seven (7) or nine (9), as determined from time to time by the OEAS School Board. If the Charter School Board fails to maintain its full membership by making appropriate and timely nominations, the OEAS Board or designee may deem that failure an exigent condition.

11. Manner of Acting: The Charter School Board shall be considered to have "acted" when a duly called meeting of the Charter School Board has a quorum physically present (or participating electronically to the extent permitted by law) and the number of Board members voting in favor of an actions is as follows, or as otherwise provided by law:

<u># Charter School Board Members</u>	<u># for Quorum</u>	<u># Required to Act</u>
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)

12. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

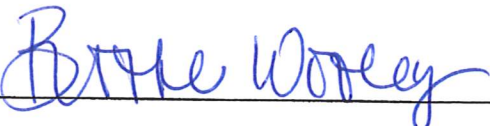
I, the undersigned, as Secretary of the Ovid-Elsie Area Schools Board of Education, do hereby certify that the foregoing Resolution constitutes a true and complete copy of a resolution, the original of which is part of the Board's minutes, that was adopted by the Ovid-Elsie Area Schools Board of Education at a public meeting held on May 16, 2022, with notice of the meeting having been given to the public pursuant to the provisions of the Michigan Open Meetings Act, 1976 P.A. 267, as amended, with a vote of:

Ayes: David Huff, Michael Schiffer, Brooke Wooley, Erin Bancroft

Nays: None

Abstaining: None

Absent: Josh Miller, Dayna Bancroft

By: 

Brooke Wooley, Secretary

**OVID-ELSIE AREA SCHOOLS
REAUTHORIZATION RESOLUTION
MICHIGAN INTERNATIONAL PREP SCHOOL (MIPS)**

A regular meeting of the Board of Education ("Board") of Ovid-Elsie Area Schools ("OEAS" or the "District"), was held in the Middle School Information Center, located at 8989 E. Colony Road, in the City of Elsie, County of Clinton, State of Michigan, on Monday, May 16, 2022, at 6:30 o'clock in the evening.

The meeting was called to order by President Eric Jones

Members Present: Michael Schiffer, Brooke Wooley, Erin Bancroft, David Huff

Members Absent: Josh Miller, Dayna Bancroft

The following preamble and resolution were offered by Member Brooke Wooley and supported by Member David Huff:

WHEREAS:

A. The OEAS Board is authorized under Michigan Revised School Code ("Code") Sections 551(2)(a)(ii) and 552(2) to issue not more than one contract conferring certain rights, franchises, privileges, and obligations on a school of excellence to operate as a cyber school under Part 6E of the Code, and confirming the status of that cyber school as a public school in this state, MCL 380.551(2)(a)(ii), (d) and 380.552(2); and

B. Effective July 1, 2017, the OEAS Board issued to Michigan International Prep School ("MIPS" or the "Academy") a Contract confirming the status of MIPS as a school of excellence that is a cyber school (the "Contract"); and

C. The Contract will expire on June 30, 2022, and the Academy has asked the OEAS Board to issue a new contract confirming the status of MIPS as a school of excellence that is a cyber school for an additional term; and

D. The OEAS Administration has completed its evaluation and assessment of the Academy's operations and performance related to the Contract, including consideration of demonstrated measurable progress toward achieving the educational goals and related measures identified in the Contract, and the OEAS Administration recommends that the OEAS Board issue a new contract confirming the status of the Academy as a school

of excellence that is a cyber school for a term not to exceed seven (7) years, beginning July 1, 2022.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The OEAS Board takes the following action related to issuing a Contract Confirming the Status of Michigan International Prep School as a School of Excellence that is a Cyber School and Related Documents ("Reauthorization Contract") to the Academy:
 - a. The OEAS Board approves the form and content of the revised Terms and Conditions as submitted to and reviewed by the OEAS Board (**Attachment A**).
 - b. Subject to satisfaction of the conditions set forth in this Resolution, the OEAS Board approves and authorizes the issuance of the Reauthorization Contract for a seven-year term commencing July 1, 2022 and terminating June 30, 2029, subject to earlier suspension or termination as set forth in the Reauthorization Contract, and.
 - c. The OEAS Board delegates all necessary authority to Ryan Cunningham, OEAS Superintendent and Board Designee, to execute the Reauthorization Contract (including related Schedules) authorized to be issued by the OEAS Board to the Academy, provided that, before execution of the Reauthorization Contract, the OEAS Administration affirms the following:
 - i. That all terms of the Reauthorization Contract have been agreed upon and the Academy is able to comply with all terms and conditions of the Reauthorization Contract; and
 - ii. That the Terms and Conditions document as executed is substantially in the form hereby presented for approval by the OEAS Board, with the only changes being cosmetic (for example, formatting, typographical corrections, or other non-substantive corrections), in consultation with legal counsel for the OEAS Board and in the best interests of the District; and
 - iii. That all Schedules to the Contract comply with applicable law and operational realities.

- d. Subject to satisfaction of the conditions set forth in this resolution, the OEAS Board authorizes and directs Superintendent Cunningham (or designee) to submit a fully executed copy of the Reauthorization Contract to the Michigan Department of Education within ten days after execution in compliance with Code Section 561(1)(b).
2. The current Academy Board members shall continue to serve in their current positions until the end of their respective terms in office. All subsequent Academy Board appointments shall be made in accordance with the OEAS Board's method of selection resolution, as amended effective May 16, 2022, and as may be amended from time to time in the OEAS Board's discretion.
3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

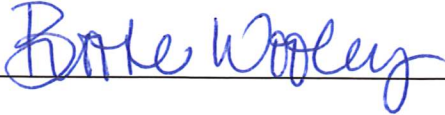
I, the undersigned, as Secretary of the Ovid-Elsie Area Schools Board of Education, do hereby certify that the foregoing Resolution constitutes a true and complete copy of a resolution, the original of which is part of the Board's minutes, that was adopted by the Ovid-Elsie Area Schools Board of Education at a public meeting held on May 16, 2022, with notice of the meeting having been given to the public pursuant to the provisions of the Michigan Open Meetings Act, 1976 P.A. 267, as amended, with a vote of:

Ayes: David Huff, Michael Schiffer, Brooke Wooley, Erin Bancroft

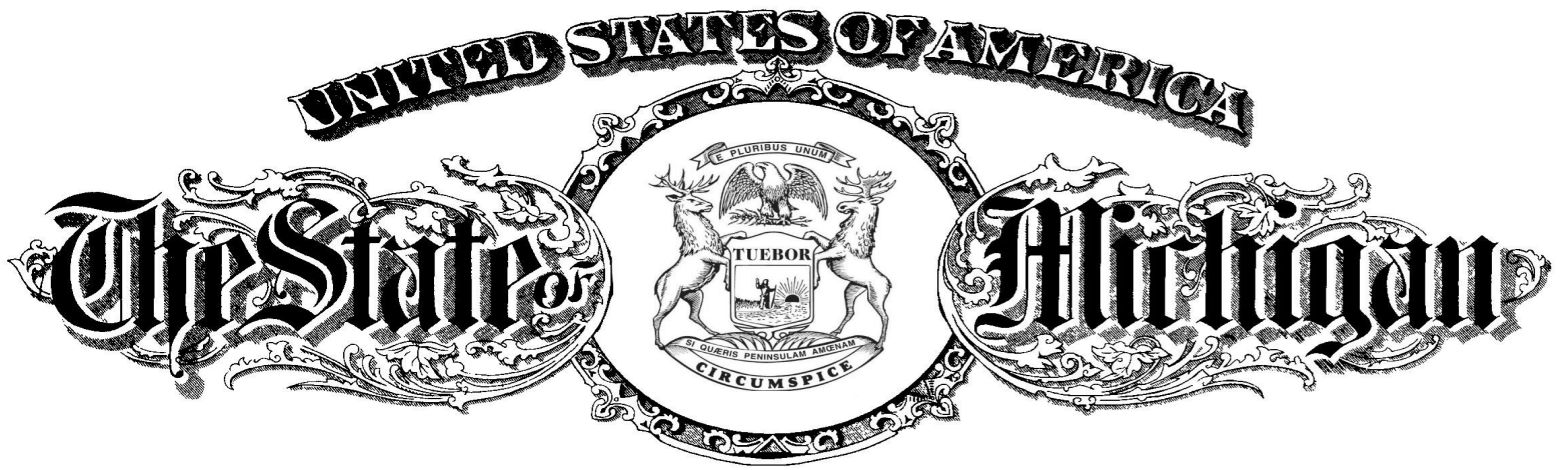
Nays: None

Abstaining: None

Absent: Josh Miller, Dayna Bancroft

By: 
Brooke Wooley, Secretary

SCHEDULE 1



Department of Licensing and Regulatory Affairs

Lansing, Michigan

This is to Certify That

MICHIGAN INTERNATIONAL PREP SCHOOL

was validly Incorporated on April 20 , 2017 as a Michigan nonprofit corporation, and said corporation is validly in existence under the laws of this state.

This certificate is issued pursuant to the provisions of 1982 PA 162 to attest to the fact that the corporation is in good standing in Michigan as of this date and is duly authorized to conduct affairs in Michigan and for no other purpose.

This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.



Sent by electronic transmission

Certificate Number: 22050408403

*In testimony whereof, I have hereunto set my hand,
in the City of Lansing, this 13th day of May , 2022.*

Linda Clegg

Linda Clegg, Director

Corporations, Securities & Commercial Licensing Bureau

MAY 20 2022

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

Aimee R. Gibbs
350 S. Main Street, Suite 300
Ann Arbor, MI 48104

Michigan ID # 802001541

FILED

Document will be returned to the name and address you entered above.

MAY 20 2022

**RESTATED ARTICLES OF INCORPORATION
MICHIGAN INTERNATIONAL PREP SCHOOL**

**ADMINISTRATOR
CORPORATIONS DIVISION**

Pursuant to the provisions of the Michigan Nonprofit Corporation Act of 1982, as amended (the "Act"), being MCL 450.2101 et seq., and Revised School Code (the "Code"), as amended by Public Act No. 129 of 2012 (the "Cyber School Law"), being Sections 380.551 et seq. of the Michigan Compiled Laws, the undersigned school of excellence corporation ("corporation") executes the following Articles:

ARTICLE I

The name of the corporation is: Michigan International Prep School.

The authorizing body for the corporation is: Ovid-Elsie Area Schools Board of Education, 8989 E. Colony Road, Elsie, Michigan 48831 ("Authorizing Body").

ARTICLE II

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

1. The corporation is organized for the purpose of operating as a School of Excellence that is a Cyber School in the State of Michigan pursuant to Part 6E of the Code, being Section 380.551 et seq. of the Michigan Compiled Laws.

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

ARTICLE III

The corporation is organized on a non-stock, directorship basis. The value of assets which the corporation possess is:

Real Property:	\$1,000,000.00
Less Accumulated Depreciation:	\$0
Net Real Property:	\$1,000,000.00
Description:	Property 7034 E. Court Street Davidson, MI purchased July 2021
Personal Property:	\$20,000 (furniture and equipment)
Less Accumulated Depreciation:	\$5,000
Net Personal Property:	\$15,000

(The date of valuation of the above assets is as of May 10, 2022)

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

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

ARTICLE IV

The name of the registered agent is: Aimee R. Gibbs

The address of the registered office is: 350 S. Main Street, Suite 300
Ann Arbor, MI 48104

The mailing address of the registered office is the same as the address of the registered office.

ARTICLE V

The corporation is a governmental entity. 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 VI

The method of selection, length of term, and the number of members of the Board of Directors of the corporation shall be established by a resolution of the Authorizing Body as required by the Code and as may be amended from time to time.

ARTICLE VII

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 VIII

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 IX

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 state school aid fund established under Article IX, Section 11, of the Constitution of the State of Michigan of 1963, as amended.

ARTICLE X


These Articles of Incorporation shall not be amended except by the process provided in the contract executed by the Academy Board and the Authorizing Body.

ARTICLE XI

These Restated Articles of Incorporation shall become effective upon filing. However, the corporation shall not carry out the purposes set forth in Article II unless or until the Authorizing Body issues to the Academy Board a contract to operate as a school of excellence that is a cyber-school and the contract is executed by an authorized representative of both the Academy Board and the Authorizing Body.

ADOPTION OF RESTATED ARTICLES

The Restated Articles of Incorporation were duly adopted on the 17th day May, 2022 in accordance with the process of Section 641 of the Act. These Restated Articles of Incorporation were duly adopted by the Directors and restate, integrate, and do further amend the provisions of the Articles of Incorporation that were duly adopted by the directors. The necessary number of votes were cast in favor of these Restated Articles of Incorporation in the form required by the Ovid-Elsie Area Schools Charter Schools Office.

Signed this 17th day of MAY, 2022 By: 
Its: President Carol Mitchell
President, Board of Directors

SCHEDULE 2

**AMENDED BYLAWS
OF
MICHIGAN INTERNATIONAL PREP SCHOOL**

**ARTICLE I
NAME**

This organization shall be called Michigan International Prep School (the “Academy” or the “Corporation”).

**ARTICLE II
FORM OF CORPORATION**

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

**ARTICLE III
OFFICES**

Section 1. Principal Office. The principal office of the Corporation shall be located in the State of Michigan.

Section 2. Registered Office. The registered office of the Corporation may be the same as the principal office of the Corporation but, in any event, must be located in the State of Michigan and be the business office or the registered agent as required by the Michigan Nonprofit Corporation Act, MCL 450.2101 et seq.

**ARTICLE IV
BOARD OF DIRECTORS; MEETINGS; FISCAL YEAR**

Section 1. General Power. The business, property, and affairs of the Corporation shall be managed by its Board of Directors (the “Academy Board”). The Board of Directors 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 Michigan Revised School Code (“Code”), as amended, MCL 380.501 et seq. The Board of Directors may delegate such powers to the officers of the Board of Directors as it deems necessary and to the extent permitted by applicable law.

Section 2. Method of Selection and Appointment. The Authorizing School Board shall prescribe the methods of appointment for members of the Academy Board. The Authorizing School Board is authorized to administer the School Board’s academy board selection and appointment process as provided below:

- a. Initial Charter School Board Member Nominations and Appointments: As part of the Charter School application, the Charter School applicant shall propose to the Director of the OEAS Charter Schools Office (“CSO Director”), the names of the proposed individuals to serve on the initial board of directors of the proposed

Charter School. When the CSO Director recommends an initial contract for approval to the OEAS Board, the CSO Director shall include recommendations for initial Charter School Board members. These recommendations may, but are not required to, include individuals proposed by the Charter School applicant. To be considered for appointment, the nominees must have completed the required board member candidate application materials, including at least (i) the Charter School Board Member Application or Questionnaire prescribed by the OEAS Charter Schools Office; (ii) an interview; (iii) the Criminal Background Check Report prescribed by the OEAS Charter Schools Office; (iv) reference checks; and (v) an annual conflicts of interest disclosure.

- b. Subsequent Non-Exigent Charter School Board Member Nominations and Appointments: Except as provided in paragraph (2)(c) below (Exigent Appointments), the Charter School Board may nominate individuals for subsequent Charter School Board of Director positions. As part of the appointment process, the Charter School Board may submit to the CSO Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Charter School Board nominating resolution. The CSO Director may or may not recommend the proposed nominee submitted by the Charter School Board. If the CSO Director does not recommend a nominee submitted by the Charter School Board, the CSO Director shall select a nominee and forward that recommendation to the OEAS Board for appointment. The OEAS Board shall have the sole and exclusive right to appoint members to the Charter School Board.
- c. Exigent Appointments: When the CSO Director determines an “exigent condition” exists which requires that the Director make an exigent appointment to the Charter School’s board of directors, the CSO Director may immediately appoint a qualified person to serve as a Charter School board member for the time specified, but not longer than the next meeting held by the OEAS Board when a regular appointment may be made by the OEAS Board as provided in paragraph 2(b) above. The CSO Director shall make the exigent appointment in writing and notify the Charter School’s board of directors of the exigent appointment. Exigent conditions include, but are not limited to, when a Charter School Board seat is vacant, when a Charter School Board cannot reach a quorum, when the OEAS Board determines that a Charter School Board member’s service is no longer required, when a Charter School Board member is removed, when a Charter School Board fails to fill a vacancy, or when other conditions exist that would prohibit the Charter School Board from taking action without such an exigent appointment.

Section 3. Length of Term. Each member of the Academy Board shall serve at the pleasure of the School Board. The initial terms of the members of the Academy Board shall be staggered in a manner determined by the CSO Director, but no individual member’s term shall exceed a period of four (4) years as set forth in the Authorizer’s Method of Selection and Appointment Resolution. Subsequent appointments shall be for a term of office not to exceed

four (4) years.

Section 4. Number of Charter School Board Member Positions. The number of member positions of the Charter School Board shall be five (5), seven (7) or nine (9), as determined from time to time by the OEAS School Board. If the Charter School Board fails to maintain its full membership by making appropriate and timely nominations, the OEAS Board or designee may deem that failure an exigent condition.

Section 5. Qualifications. To be qualified to serve on the Charter School Board, a person shall (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the OEAS Charter Schools Office including, but not limited to, a OEAS Charter School Board Member Application or Questionnaire and a release for criminal history background check; (d) not be an employee of the Charter School; (e) not be a director, officer, or employee of a company or other entity that contracts with the Charter School; and (f) not be an employee or representative of OEAS or be a member of the OEAS Board.

Section 6. Oath/Acceptance of Office/Voting Rights. Following appointment by the OEAS Board, Charter School Board Appointees may begin their legal duties, including the right to vote, after they have signed an acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a justice, judge, or clerk of a court, or before a notary public.

Section 7. Length of Term. An appointed Charter School Board member is an “at will” board member who shall serve at the pleasure of the OEAS Board for a term of office not to exceed four (4) years; provided, however, that the terms of the initial positions on the Charter School Board shall be staggered. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless the term is shortened pursuant to other provisions of this Method of Selection Resolution. A person appointed to serve as a Charter School Board member may be reappointed to serve additional terms. When a Charter School Board member is appointed to complete the term of service of another Charter School Board member, their service ends at the end of the previous Charter School Board member’s term; subject to possible reappointment.

Section 8. Removal. If the OEAS Board determines that a Charter School Board member’s service in office is no longer required; then the OEAS Board may remove a Charter School Board member with or without cause and shall specify the date when the Charter School Board member’s service ends.

Section 9. Resignations. A member of the Charter School Board may resign from office by submitting a written resignation to the Charter School Board or by notifying the CSO Director. A written resignation to the CSO Director is not required. The Charter School Board shall promptly forward to the CSO Director any written resignation upon receipt. A resignation (written or oral) is effective upon receipt by the CSO Director, unless a later date is specified in the resignation. The CSO Director shall confirm the receipt and effective date of a resignation (whether written or oral) in writing to the resigning Charter School Board member.

Section 10. Vacancy. A Charter School Board position shall be considered vacant when a Charter School Board member:

- a. Resigns
- b. Dies
- c. Is removed from Office
- d. Is convicted of a felony
- e. Ceases to be qualified
- f. Is deemed legally incapacitated by a court of competent jurisdiction

Section 11. Filing a Vacancy. The Charter School Board may nominate and the CSO Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the "Subsequent Appointments" and "Exigent Appointments" procedures in this resolution.

Section 12. Annual and Regular Meetings. The Board of Directors shall hold an annual meeting in or before July of each year. The Board of Directors may provide, by resolution, the time and place within the State of Michigan for the holding of regular monthly meetings. The Corporation shall provide notice of the annual and all regular meetings as required by the Open Meetings Act, MCL 15.261 et seq.

Section 13. Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or any Director. The person or persons authorized to call special meetings of the Board of Directors may fix the place within the State of Michigan for holding any special meeting of the Board of Directors 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 14. Notice; Waiver. In addition to the notice provisions of the Open Meetings Act, notice of any special meeting shall be given at least twenty four (24) hours prior to the special meeting by written notice, stating the time and place of the meeting, delivered personally or mailed or sent by facsimile, to each Director at the Director's business address. If mailed, such notice shall be deemed to be delivered forty eight (48) hours after it is deposited in the United States mail so addressed, with postage thereon prepaid. If notice is given by facsimile, such notice shall be deemed to be delivered when the facsimile is sent. Any Director may waive notice of any meeting by written statement or telecopy 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 15. Quorum. A majority of the Directors of the Board of Directors constitutes a quorum for the transaction of business at any meeting of the Board of Directors, but if less than a majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time, providing such notice as is required by the Open Meetings Act.

Section 16. Manner of Acting. The Charter School Board shall be considered to have “acted” when a duly called meeting of the Charter School Board has a quorum physically present (or participating electronically to the extent permitted by law) and the number of Board members voting in favor of an actions is as follows, or as otherwise provided by law:

<u># Charter School Board Members</u>	<u># for Quorum</u>	<u># Required to Act</u>
Five (5)	Three (3)	Three (3)
Seven (7)	Four (4)	Four (4)
Nine (9)	Five (5)	Five (5)

Section 17. Open Meetings. All meetings of the Board of Directors, including committee meetings, shall at all times be in compliance with the Open Meetings Act, to the extent the Open Meetings Act is applicable.

Section 18. Compensation. A Director of the Corporation shall serve as a volunteer director. By resolution of the Board of Directors, the Directors may be paid their expenses, if any, of attendance at meetings of the Board of Directors.

Section 19. Presumption of Assent. A Director of the Corporation who is present at a meeting of the Board of Directors at which action on an 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.

Section 20. Committees. The Board of Directors, by resolution may designate one or more committees, each committee to consist of one or more Directors elected by the Board of Directors, which shall have the functions provided in the resolution as initially adopted and as thereafter supplemented or amended by further resolution. The Board of Directors may elect one or more of its members as alternate members of any committee who may take the place of any absent member or members at any meeting of a committee upon request by the Chair of the meeting. Subject to the Open Meetings Act and other applicable law, each committee shall fix its own rules governing the conduct of its activities and shall make such reports to the Board of Directors of its activities as the Board of Directors may request.

Section 21. Fiscal Year, Budget, and Accounting. The fiscal year of the Corporation shall begin on the first day of July in each year. The Board of Directors, subject to the oversight responsibilities of the Authorizer, shall have exclusive control of the budget. The Board of Directors shall prepare and publish an annual budget in accordance with Authorizer policy.

ARTICLE V

OFFICERS OF THE BOARD

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

Section 2. Election and Term of Office. The Board of Directors shall elect the initial officers at a duly noticed meeting prior to June 30, 2022. Thereafter, the officers of the Corporation shall be elected annually by the Board of Directors at the annual meeting of the Board of Directors. If the election of officers is not held at that meeting, the election shall be held as soon thereafter as may be convenient. Each officer shall hold office while qualified or until the officer resigns or is removed.

Section 3. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors 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 Board of Directors for the unexpired portion of the term.

Section 5. President. The President shall be a member of the Board of Directors. The President of the Corporation shall preside at all meetings of the Board of Directors. 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 Board of Directors attending the meeting, shall preside. The President shall be an ex officio member of all standing committees and may be designated Chair of certain committees by the Board of Directors. The President shall, in general, perform all duties incident to the office of the President of the Board as may be prescribed by the Board from time to time.

Section 6. Vice-President. The Vice-President shall be a member of the Board of Directors. 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 Board of Directors.

Section 7. Secretary. The Secretary shall be a member of the Board of Directors. The Secretary shall: (a) keep the minutes of the Board of Directors meeting in one or more books provided for that purpose; (b) see that all notices, including those notices required under the Open Meetings Act, are duly given in accordance with the provisions of these Amended and Restated Bylaws ("Bylaws") 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 Board.

Section 8. Treasurer. The Treasurer of the school shall be a member of the Board of Directors of the school. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the school; (b) keep accurate books and records of corporate receipts and disbursements; (c) deposit all moneys and securities received by the school 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 of the school 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 Board of Directors.

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

Section 10. Salaries. Officers of the Board of Directors may not be compensated for their services. They may, however, be reimbursed for traveling and other expenses. The Board of Directors will be reimbursed \$35 per meeting attended for travel expenses.

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 VI

CONTRACTS, LOANS, CHECKS, AND DEPOSITS; SPECIAL CORPORATE ACTS

Section 1. Contracts. The Board of Directors 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 Board of Directors 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.

Section 2. Loans. No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances. No loan,

advance, overdraft, or withdrawal by an officer or Director of the Corporation, other than in the ordinary and usual course of the business of the Corporation, shall be made or permitted.

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

Section 4. Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies, or other depositories as the Board of Directors may select, provided that such financial institution is eligible to be a depository of surplus funds under Section 5 or 6 of Act No. 105 of the Public Acts of 1855, as amended, being sections 21.145 and 21.146 of the Michigan Compiled Laws.

Section 5. Voting of Securities Owned by this Corporation. Subject always to the specific directions of the Board of Directors, 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 Board of Directors, 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. Any contract or other transaction between this Corporation and one or more of its Directors or between this Corporation and any firm of which one or more of this Corporation's Directors are members or employees or in which one or more of this Corporation's Directors are interested shall be valid for all purposes, notwithstanding the presence of such Director or Directors at the meeting at which the Board of Directors of the Corporation acts upon, or in reference to, such contract or transaction, and notwithstanding the participation of the Director or Directors in such action, if the fact of such interest shall be disclosed or known to the Board of Directors and the Board of Directors shall, nevertheless, authorize, approve, and ratify such contract or transaction by vote of a majority of the directors present, such interested Director or Directors to be counted in determining whether a quorum is present, but not to be counted as voting upon the matter or in calculating the majority of such quorum necessary to carry such vote. This Section shall not be construed to invalidate any contract or other transaction which would otherwise be valid under

the common and statutory law applicable thereto.

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 section 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. Public disclosure of the contract means as follows:

- a. Prompt disclosure of any pecuniary interest in a contract with the Corporation. The disclosure shall be made a matter of corporate record at a regular or special meeting.
- b. The contract is approved by a vote of not less than 2/3 of the directors of the Corporation at a regular or special meeting. If applicable, the vote shall be without the vote of the director making the disclosure.
- c. The Corporation discloses the following summary information in its board minutes:
 - i. The name of each party involved in the contract;
 - ii. The terms of the contract, including duration, financial consideration between parties, facilities or services of the Corporation, degree of fulfillment of included in the contract, and the nature and assignment of Corporation employees for the contract; and
 - iii. The nature of any pecuniary interest.

ARTICLE VII INDEMNIFICATION

Each person who is or was a trustee, Director, officer, or member of a committee of the Corporation and each person who serves or has served at the request of the Corporation as a trustee, director, officer, partner, employee, or agent of any other corporation, partnership, joint venture, or other enterprise shall be indemnified by the Corporation to the fullest extent permitted by the corporation laws of the State of Michigan as they may be in effect from time to time. The Corporation may purchase and maintain insurance on behalf of any such person against any liability asserted against and incurred by such person in any such capacity or arising out of his status as such liability under the preceding sentence. The Corporation may, to the extent authorized from time to time by the Board, grant rights to indemnification to any employee or agent of the Corporation to the extent provided under the laws of the State of Michigan as they may be in effect from time to time.

ARTICLE VIII SEAL

The Board of Directors may provide a corporate seal, which shall be circular in form and have inscribed thereon the name of the Corporation, the State of Michigan, and the words "Corporate Seal" and "Public School Academy."

ARTICLE IX AMENDMENTS

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

These Bylaws were adopted as and for the Bylaws of Michigan International Prep Academy in an open and public meeting, by unanimous consent of the Board of Directors, on the 17th day of May, 2022.



Secretary

SCHEDULE 3

FISCAL AGENT AGREEMENT

This Fiscal Agent Agreement ("Agreement") is part of the Contract issued by the Ovid-Elsie Area Schools ("District") Board of Education ("Ovid-Elsie Board"), an authorizing body as defined in Section 551 of the Revised School Code, as amended (the "Code"), MCL 380.551(2)(a)(ii), to Michigan International Prep School ("Academy"), a school of excellence organized under Part 6E of the Code to operate as a cyber school (collectively, the "Parties").

Preliminary Recitals

WHEREAS, pursuant to the Contract and Section 561(3) of the Code, MCL 380.561(3), the Ovid-Elsie Board, as authorizing body, is the fiscal agent for the Academy; and

WHEREAS, the Ovid-Elsie Board is required, as fiscal agent, to forward any State School Aid payments received from the State of Michigan ("State") on behalf of the Academy to the Academy, MCL 380.561(3).

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

ARTICLE I **DEFINITIONS AND INTERPRETATIONS**

Section 1.01. Definitions. Unless otherwise provided, or unless the context requires otherwise, the following terms shall have the following definitions for purposes of this Agreement:

"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 of Act No. 105 of the Public Acts 1855, being Section 21.146 of the Michigan Compiled Laws.

"Agreement" means this Fiscal Agent Agreement.

"Contract" means the contract to charter a school of excellence operating as a cyber school, which the Ovid-Elsie Board and the Academy Board are entering into.

"Fiscal Agent" means the Ovid-Elsie Board or an officer or employee of the District as designated by the Ovid-Elsie Board.

"Other Funds" means any other public or private funds which the Academy receives and for which the Ovid-Elsie Board voluntarily agrees to act as fiscal agent for the limited purpose of receiving Other Funds for 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, net any deductions set forth in Section 2.02 of this Agreement.

"State" means the State of Michigan.

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

ARTICLE II

FISCAL AGENT DUTIES

Section 2.01. Receipt of State School Aid Payments and Other Funds. The Ovid-Elsie Board is the Fiscal Agent for the Academy for the limited purpose of receiving and transferring State School Aid Payments. By separate agreement, the Ovid-Elsie Board and the Academy Board may also agree that the District will receive Other Funds for transfer to the Academy. The Fiscal Agent will receive State School Aid Payments from the State as provided in Section 3.02, and transfer State School Aid Payments as provided in Section 2.02 of this Agreement.

Section 2.02. Transfer to Academy. Except as provided in Article X of the Terms and Conditions and in the Oversight Agreement, the Fiscal Agent shall transfer, net any amount(s) authorized to be withheld by the Fiscal Agent pursuant to applicable law, (including any oversight fee or reimbursement of authorizing expenses charged pursuant to applicable law in an amount not to exceed a combined total of 3% of the total State School Aid Payments from the State to the Academy in the school year in which the fees or expenses are charged, as may be further limited by Section 3.4 of the Terms and Conditions), 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, as amended, or applicable State Board rules. The State School Aid Payments and all Other Funds shall be transferred into the Account designated by a resolution of the Board of Directors of the Academy and by a method of transfer acceptable to the Fiscal Agent.

Section 2.03. Limitation of Duties. The Fiscal Agent has no responsibilities or duties to verify the Academy's pupil membership count, as defined in the State School Aid Act of 1979, as amended, or to authorize, to approve, or to determine the accuracy of any State School Aid Payment 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 2.04. Academy Board Requests for Direct Intercept of State School Aid Payments. If the Academy Board directs that a portion of its State School Aid Payments be forwarded by the Fiscal Agent to a third party account for the payment of Academy debts and liabilities, the Academy shall submit to the Ovid-Elsie Area Schools Charter School Office ("Charter Schools Office") for review and consideration: (i) a copy of the Academy Board's resolution authorizing the direct intercept of the State School Aid Payments; (ii) a copy of a State School Aid Payment Agreement and Direction document that is in a form and manner acceptable to the Fiscal Agent; and (iii) other documents as required. No State Aid Payment Agreement and Direction document shall be effective until it is acknowledged by the Ovid-Elsie Board.

ARTICLE III STATE DUTIES

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

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

ARTICLE IV ACADEMY DUTIES

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

Section 4.02. Academy Account. The Academy shall designate by resolution of the Academy Board an authorized depository account to permit the Fiscal Agent to effect transfers of State School Aid Payments pursuant to Section 2.02 of this Agreement.

Section 4.03. Expenditure of Funds. The Academy may expend funds that it receives from the State School Aid Fund for any purpose(s) 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 4.04. 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, as amended, and applicable State Board rules.

Section 4.05. Repayment of Overpayment. The Academy shall be directly responsible for reimbursing the State for any overpayments of State School Aid Payments. At its option, the State may reduce subsequent State School Aid Payments by the amount of the overpayment or may seek collection of the overpayment from the Academy.

ARTICLE V RECORDS AND REPORTS

Section 5.01. Records. The Fiscal Agent shall keep books of record and account of all transactions relating to the receipt, disbursement, allocation and application of any State School Aid Payment and Other Funds received, deposited or transferred by the Fiscal Agent for the benefit of the Academy, and these books shall be available for inspection at reasonable hours and under reasonable conditions by the Academy and the State.

Section 5.02. Reports. 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 by the Fiscal Agent 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 for which the Ovid-Elsie Board acted as Fiscal Agent under this Agreement.

ARTICLE VI CONCERNING THE FISCAL AGENT

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

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

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.

Acknowledgement of Receipt

The undersigned, on behalf of the State of Michigan, Department of Treasury, acknowledges receipt of the foregoing Fiscal Agent Agreement that is part of the Contract issued by the Ovid-Elsie Area Schools to the Michigan International Prep School.

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

Date: May 17, 2022

01854476.DOCX
Updated: 05/06/2022

SCHEDULE 4

OVERSIGHT, COMPLIANCE AND REPORTING AGREEMENT

This Oversight, Compliance and Reporting Agreement (“Agreement”) is part of the Contract issued by the Ovid-Elsie Area Schools (“District”) Board of Education (the “Ovid-Elsie Board”), an authorizing body as defined in the Revised School Code, as amended “Code”), to the Michigan International Prep School (“MIPS” or the “Academy”), a school of excellence organized and operating as a cyber school under Part 6E of the Code (collectively, the “Parties”).

Preliminary Recitals

WHEREAS, the School District 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 Charter Contract issued by the Authorizer of the Academy effective as of July 1, 2022 (the “Contract”) and all Applicable Law.

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

ARTICLE I **DEFINITIONS AND INTERPRETATIONS**

Section 1.01. Definitions. Unless otherwise provided, or unless the context requires otherwise, the following terms shall have the following definitions for purposes of this Agreement:

“Agreement” means this Oversight, Compliance and Reporting Agreement.

“Oversight Responsibilities” means the School District Board’s oversight responsibilities set forth in Section 2.01 of this Agreement.

“Compliance and Reporting Duties” means the Academy’s duties set forth in Section 2.02 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 2.01. Oversight Responsibilities. The Ovid-Elsie Area Schools’ Charter Schools Office (“Charter Schools Office”) may undertake such oversight responsibilities as it

deems necessary to fulfill the School District Board's Oversight Responsibilities, may undertake the following:

- a. Monitor and evaluate whether the Academy Board is properly governing the Academy and following the Amended Bylaws set forth in the Contract.
- b. Monitor and evaluate the Academy's academic performance and progress toward achieving the educational goals and related measures set forth in Contract Schedule 7b, which shall include data on student growth as measured by assessments and other objective criteria as a significant factor.
- 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, and operations of the Academy.
- h. Monitor and evaluate whether the Academy is staffed with qualified personnel and that appropriate background checks have been conducted.
- i. Monitor and evaluate whether 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 whether the Academy is demonstrating good faith in complying with the Contract, the Code, and all other Applicable Law.
- m. Request periodic reports from the Academy regarding any aspect of its operation.
- n. Initiate action to amend, revoke, terminate, suspend or reconstitute the Contract.
- o. Provide information and support to the Academy.

Section 2.02. 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 Annual Calendar of Reporting Requirements as may be issued and amended from time to time by the Charter School Office.
- c. Comply with any Academy-specific reporting and document submission requirements established by the Charter School Office.
- d. Comply with the insurance requirements set forth in Article XI, Section 11.02, of the Terms and Conditions of the Contract.
- e. Comply with the Charter School Office's Educational Service Provider Policies, as

may be amended from time to time.

- f. Report any litigation or formal proceedings to the Charter Schools Office including, but not limited to, litigation initiated by or against the Academy alleging violation of any Applicable Law. If Ovid-Elsie Area Schools is a named party, notify the general counsel for the School District Board as set forth in Article XII, Section 12.01, 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, or any applicable successor agency.
- h. Permit the Charter Schools Office to inspect the records, internal controls, operations, or premises of the Academy at any reasonable time.
- i. Authorize the Charter Schools Office to perform audit and evaluation studies using Academy data including, but not limited to, personally identifiable information about the Academy's students and staff submitted by the Academy to agencies including, but not limited to, Center for Educational Performance and Information ("CEPI"), Office of Educational Assessment and Accountability ("OEAA"), and the Michigan Department of Education ("MDE"). Pursuant to this authorization, the Charter Schools Office shall abide by the regulations that govern the use of student data within the Family Educational Rights and Privacy Act (FERPA - 34 CFR Part 99), the Michigan Identity Theft Protection Act of 2004, and the Privacy Act of 1974.
- j. Upon request, the Academy Board shall provide the Charter Schools Office 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, including data on student growth as measured by assessments and other objective criteria as a significant factor.
- k. Upon request, provide the Charter Schools Office with copies or view access to data, documents, or information submitted to the Michigan Department of Education, the Superintendent of Public Instruction, the State Board of Education, the Center for Educational Performance and Information, or any other state or federal agency.

Section 2.03. Waiver of Compliance and Reporting Duties. The School District Board, or the director of the Charter Schools Office as its authorized designee, may modify or waive any of the Academy's Compliance and Reporting Duties.

ARTICLE III

RECORDS AND REPORTS

Section 3.01. Records. The Academy will keep complete and accurate records and reports of its governance and operations in compliance with Applicable law, including the Records Retention and Disposal Schedule for Michigan Public Schools, as may be amended from time to time. These records and reports shall be available for inspection by the Charter Schools Office at reasonable hours and under reasonable conditions.

ARTICLE IV
MISCELLANEOUS

Section 4.01. Administrative Fee. The Academy agrees to pay to the School District Board an administrative fee in the combined total amount of 3% of the State School Aid Payments received by the Academy in the school year for which the fee is charged, as set forth in Section 2.3 of the Terms and Conditions. This fee shall be retained by the School District Board from each State School Aid Payment received by the District for forwarding to the Academy. This fee shall compensate the District 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 Academy, and pursuant to Code Section 552(10), the Ovid-Elsie Board may provide other services for the Academy and charge a fee for those services, but the District shall not require such an arrangement as a condition to issuing the Contract.

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

Ovid-Elsie Area Schools
Annual Calendar of Reporting Requirements
For Michigan International Preparatory Academy
July 1, 2022– June 30, 2023

DUE DATE	REPORT DESCRIPTION
July 18	Board Adopted Annual Operating Budget for the General Fund for 2022-2023
July 18	Copy of Notice of Public Hearing for Annual Operating Budget for 2022-2023
July 18	Board Adopted 2022-2023 School Calendar/School Day Schedule
July 29	4 th Quarter Financial Statements – quarter ending 06/30.
July 29	Board resolutions for the following actions of the board at its annual organizational meeting (may be acted upon as a Consent Agenda): <ul style="list-style-type: none"> • Annual Calendar of Regularly Scheduled Meetings for 2022-2023 • Election of Board Officers for 2022-2023 • Appointing Chief Administrative Officer for 2022-2023 • Appointing Freedom of Information Act Coordinator for 2022-2023 • Designation of McKinney Vento Homeless Liaison • Designation of Legal Counsel • Appointment of Office of Civil Rights representative and Title IX representative(s) • Designation of School Safety Liaison
Sept. 1	Copy of MICIP Continuous Improvement Plan covering 2022-2023 academic year
Sept. 7	School Contact Information Update
Oct. 5	Annual Nonprofit Corporation Information Update for 2022
Oct. 17	2022-2023 Preliminary Head Count
Oct. 31	1 st Quarter Financial Statements – quarter ending 09/30
Oct. 31	Audited Financial Statements for fiscal year ending June 30, 2022. (See MDE Website, www.michigan.gov/mde , for MDE due date. Management Letter (comments and recommendations from independent auditor) for fiscal year ending 6/30/2022, if issued.
TBD	2021-2022 Annual Education Report Posting(<i>Refer to MDE website for up-to-date guidance</i>)
Nov. 30	State Assessment Results (M-STEP, PSAT, SAT) for Spring 2022, if available
Nov. 30	Pupil accounting compliance report for fall count audit
Jan. 9	Staff Roster – indicating position and verification of certification/permits
Jan 23	Board Member Annual Conflict of Interest Disclosures
Jan 30	2 nd Quarter Financial Statements – quarter ending 12/31
Feb. 6	Supplemental Count Day Submission
Mar. 27	Transparency Reporting Certification Form
April 3	Board member nomination or re-nomination materials for terms ending June 30, 2023
April 28	3 rd Quarter Financial Statements – quarter ending 03/31
May 15	Notice of Open Enrollment & Lottery Process or Open Enrollment for 2023-2024.
June 30	Board Approved Amended Budget for 2022-2023 fiscal year (or statement that budget has been reviewed and no amendment was needed)
June 30	Board adopted Letter of Engagement for year ending June 30, 2023, independent financial audit

Ongoing Reporting Requirements

July 1, 2022 – June 30, 2023

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

DUE DATE	REPORT DESCRIPTION
Date notice is posted	Academy Board Meeting Record of Postings – cancellations, changes, special meetings, etc. Must include time and date of actual posting.
5 days prior to Board meeting	Board Meeting Agenda and Board Meeting Packet
8 days after Board meeting	Proposed Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings
5 days after Board approval	Approved Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings
14 days after Board approval	Oath of Office for each Board Member
10 days after Board approval	Board adopted <i>Amended</i> Budget and General Appropriations Resolution
10 days of receipt	Correspondence received from the Michigan Department /State Board of Education requiring a formal response
10 days of receipt	Written notice of litigation or formal proceedings involving the Academy
30 days prior to board execution	Board proposed draft Educational Management Company Agreements or Amendments thereto
5 business days of receipt	Request and Responses to Freedom of Information Requests

Original/Subsequent Board Reporting Requirements

The following documents do not have a set calendar date; however, they require an original submission and subsequent submission if Board action is taken making amendments/changes.

REPORT DESCRIPTION
Articles of Incorporation - must have Ovid-Elsie Area Schools approval before modifying
Board of Director Bylaws
Educational Service Provider Agreements/Amendments
Lease, Deed of Premises or Rental Agreement and subsequent amendments
Curriculum including any additions/deletions
Communicable Disease Curriculum (including minutes of board approval)
Job Descriptions as included in Schedule 6 of the Charter Contract

SCHEDULE 5

EDUCATIONAL MANAGEMENT AGREEMENT

This EDUCATIONAL MANAGEMENT AGREEMENT ("Agreement") is made and entered into by and between the **Michigan International Prep School**, a Michigan public school academy formed under Part 6e of the Revised School Code, Public Act 451 of 1976 (the "Code"), as amended, and **Reimagine Education, LLC** ("Reimagine"), a Michigan limited liability corporation, (collectively, the "Parties"), as of the date signed by both Parties.

RECITALS

A. WHEREAS, Michigan International Prep School, a Michigan school of excellence corporation (the "School" or "MIPS") is operated by The Board of Directors of MIPS (the "Board").

B. WHEREAS, Ovid-Elsie Area Schools Board of Directors (the "Authorizer") is organized and operating as a general powers school district under the Revised School Code (the "Code"), MCL 380.1 *et seq.*, as amended, and has the power and authority established under the law, specifically including the authority under Sections 11a(3) and 11a(4) of the Code, to enter into agreements and has issued a contract (the "Authorizing Contract") to MIPS pursuant to MCL 380.551 *et seq.* of the Michigan Revised School Code, to operate a school of excellence that is a cyber-school.

C. WHEREAS, the mission of MIPS is to provide a 21st century education that taps into the affinity of each student so they will achieve their maximum potential, will be prepared to succeed in the global economy, and will become self-directed lifelong learners.

D. WHEREAS, Reimagine was established, among other things, to promote, develop and implement proven methods of effective online education with comprehensive educational programs and individualized student attention and support.

E. WHEREAS, Reimagine has represented to the Board of MIPS that it will provide MIPS with educational services in furtherance of the School's mission. These educational services include providing innovative online curriculum; online learning management systems; teacher training, recruitment, and management; financial and school administration services; technology services; and other administrative and technology support services in accordance with the requirements of the Charter and Applicable Law.

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLE I **DEFINITIONS**

For the purposes of this Agreement, capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in this Section 1 as follows:

1.1. Applicable Law. Applicable Law is defined as the Constitution of the State of Michigan and the Michigan Revised School Code, the federal Elementary and Secondary Education Act, the federal Individuals with Disabilities in Education Act, other applicable federal, state or local statutes, ordinances and regulations, any amendments to or

recodification of the aforementioned laws, and executive orders, case law, court orders, other rulings applicable to public school academies in Michigan, and as defined in the Charter Contract.

1.2. Authorizing Body. The Authorizing Body is the Ovid-Elsie Area Schools Board of Education.

1.3. Board. The Board is the Board of Directors of MIPS that governs and operates the School.

1.4. Charter. A Charter is the contract as defined by Section 551 (2)(d) of the Revised School Code, Public Act 451 of 1976, as amended.

1.5. Confidential Data and Information. Any personally identifiable student record covered by Applicable Law or any provision referenced in Section 2.

1.6. Facility. The Facility is, collectively, the facilities that are owned or leased by MIPS to be used exclusively for purposes of the MIPS Program, absent approval of the Board for other uses. It is contemplated that the Facilities will include administrative offices and drop-in learning centers.

1.7. Fiscal Year. The Fiscal Year shall run July 1 through June 30.

1.8. Program. The Program is the MIPS public online educational program, as set forth in the Charter.

1.9. School. The School is the MIPS, a Michigan school of excellence corporation and school of excellence that is a cyber-school.

1.10. Special Education Student. Any Student determined under federal and state law to be eligible for, and to have elected to receive, special education programs and related services.

1.11. Term. The Term of the Agreement is defined in Section 5 below.

ARTICLE II **RELATIONSHIP OF PARTIES**

Section 1. Authority. MIPS represents that: (a) it is authorized by law to contract with an educational management organization for the provision of comprehensive management and operational services to MIPS; and (b) MIPS has been issued the Authorizing Contract from the Authorizer to organize and operate a school of excellence that is a cyber-school. To the extent permitted by law and without waiving any privilege or immunity, MIPS authorizes and delegates to Reimagine the necessary authority and power to perform the Services under this Agreement.

Section 2. Reimagine Services. The Parties agree that Reimagine shall provide all labor, materials, and supervision necessary for the provision of comprehensive educational, administrative, management, and instructional services contemplated by this Agreement to MIPS (the "Services") as set forth below and in the attached **Exhibit A**. Reimagine shall

provide such Services to MIPS so MIPS can meet its obligations under the Authorizing Contract and all other Applicable Law.

Section 3. Change in Law. If any change in Applicable Law has a substantial and material adverse impact (as reasonably determined by the party suffering the impact) on the ability of the impacted party to carry out its obligations under this Agreement, then the impacted party, upon written notice, may request a renegotiation of this Agreement.

Section 4. Educational Program. Reimagine shall implement the educational goals, curriculum, method of pupil assessment, admissions policy and criteria, school calendar and school day schedule, age and grade range of pupils to be enrolled, and methods to be used to monitor compliance with performance of targeted educational outcomes as previously adopted by the MIPS Board and as included in the Authorizing Contract (collectively, the "Educational Program").

Section 5. Compliance with the Contract. Reimagine agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with MIPS's obligations under the Authorizing Contract issued by the Authorizer. The provisions of the MIPS Authorizing Contract shall supersede any competing or conflicting provisions in this Agreement.

Section 6. Relationship of the Parties. Reimagine is not a division or any part of MIPS. MIPS is not a division or any part of Reimagine and is a separate corporate and governmental entity authorized under the Code. The relationship between the parties was developed and entered into through arms-length negotiation and is based solely on the terms of this Agreement.

Section 7. Reimagine as Independent Contractor; Agency. Reimagine shall provide the Services as an independent contractor and not as an employee, partner, agent, or associate of the School. This independent contractor relationship extends to the officers, directors, employees, agents, and representatives of Reimagine. Reimagine shall be solely responsible for its acts and omissions, and the acts and omissions of its employees, partners, agents, and those subcontractors who are contracted by Reimagine. Consistent with the status of an independent contractor, Reimagine reserves to itself the right to designate the means and methods of accomplishing the objectives and purposes of this Agreement in accordance with the Authorizing Contract and Applicable Law.

Section 8. No Related Parties or Common Control. The Parties agree that none of the voting power of the governing body of MIPS or the Board will be vested in or delegated to Reimagine or its directors, members, managers, officers, shareholders, or employees. Further, MIPS and Reimagine are not, and shall not become: (a) members of the same controlled group, as that term is defined in the Internal Revenue Code of 1986, as amended (the "IRS Code"); or (b) related persons, as that term is defined in the IRS Code.

Section 9. The MIPS Board. The MIPS Board is the governing body with oversight responsibilities over MIPS. The Parties acknowledge that throughout this Agreement, the term "Board" and the term "MIPS" are sometimes used interchangeably in some sections for the sole purpose of readability based on the nature and subject matter of the article/section.

Section 10. Non-Compete Agreement. Reimagine agrees that it shall not impose any

contractual requirement or contractual obligation on any of its employees assigned to MIPS to enter into a non-compete provision or agreement.

ARTICLE III **REIMAGINE RESPONSIBILITIES**

Section 1. Scope of Services. Reimagine shall provide the instructional and administrative services as more fully described in this Agreement and in the attached **Exhibit A**. Any amendment, alteration, or modification of the provisions of **Exhibit A** shall be memorialized in writing and signed by the duly authorized representatives of both Parties.

Section 2. Assigned Personnel. Reimagine shall hire and assign qualified personnel to perform the Services and shall adhere to the qualification standards set forth under this Article.

Section 3. Employer of Personnel. Compensation of all employees of Reimagine shall be paid by Reimagine. For purposes of this Agreement, "Payroll Costs" shall include salary, benefits, and other costs attributable to personnel employed by Reimagine and assigned to perform Services at MIPS under this Agreement including, but not limited to, gross wages, FICA, Medicare, FUTA, SUTA, Workers' Compensation Insurance, employment practices liability insurance, criminal background checks, employer portions of health, dental, vision, and life insurance, and 401(k) employer contributions (if applicable). Teachers employed by Reimagine shall not be considered teachers for purposes of continuing tenure under MCL §38.71 et. seq. Unless required by applicable statute, court or administrative decision, or Attorney General's opinion, Reimagine shall not make payments to the Michigan Public School Employees' Retirement System or any other public retirement system on behalf of its employees. Reimagine accepts full liability and is responsible for paying all salaries, benefits, payroll taxes, workers compensation, unemployment compensation and liability insurance for its employees assigned to the Academy or working on Academy operations for work already completed irrespective of whether Reimagine receives an advancement of its costs or the payment of service from the Academy. However, the Academy's non-payment of such funds is considered a material breach of this Agreement. For this breach only, Reimagine may immediately terminate this Agreement with no liability or responsibility to the School.

To enable the Academy to comply with its reporting obligations under the Michigan Public School Employees Retirement Act, 1980 PA 300, as amended, Reimagine: (i) shall promptly notify the Academy in writing of the identity of any individual assigned by Reimagine to perform services at the Academy who retired from the Michigan Public School Employees Retirement System (MPERS) after July 1, 2010; and (ii) shall include on the Academy's payroll invoice on a pay period basis information regarding any such individual's wages or amounts paid and hours of service under this Agreement, as necessary to report on a schedule and in such manner as may be determined from time to time by MPERS, MCL 38.1342(6). The Academy shall direct Reimagine to report required information and render any payments required under the Act.

Section 4. Teachers. All teachers and staff employed by Reimagine and assigned to MIPS are solely staff or employees of Reimagine. No teachers or staff employed by Reimagine are employees of MIPS. All teachers and staff shall hold all required qualifications, licenses, and certifications as required by the Code. Reimagine's teachers or staff assigned to MIPS are

not considered teachers for purposes of continuing tenure under MCL 38.71 et seq. Reimagine will have the authority, consistent with Applicable Law, to select, supervise, evaluate, discipline, or terminate teachers and staff assigned to MIPS.

Section 5. Superintendent. Reimagine shall employ a Superintendent for MIPS. The Superintendent shall hold all required certifications as required by the Code. Reimagine will have the authority, consistent with Applicable Law, to select, supervise, discipline, or terminate the Superintendent and to hold the Superintendent accountable for the success of MIPS. Reimagine will empower the Superintendent with the authority to select and hold accountable the teachers and staff at MIPS.

Section 6. Criminal Background Checks. Reimagine agrees that it shall not assign any of its employees, agents, or other individuals to perform any services under this Agreement except as permitted under Sections 1230, 1230a, 1230b, and related provisions of the Code pertaining to unprofessional conduct, criminal background, and criminal conduct checks. The Director of Human Resources shall conduct or, as appropriate, supervise the appropriate criminal background checks in the manner required by Applicable Law, regulation, and policy, including as it relates to the requesting, receiving, reviewing, evaluating fitness for assignment, safeguarding, and disseminating of Criminal History Record Information ("CHRI"). Reimagine shall use CHRI only as permitted by law.

Section 7. Unprofessional Conduct Checks. Reimagine agrees that the Director of Human Resources will conduct unprofessional conduct checks in accordance with MCL 380.1230b before hiring an employee or staff assigned to work at MIPS.

Section 8. Compliance with Section 523c. On an annual basis, Reimagine agrees to provide MIPS with 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, for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, MIPS (through Reimagine) shall make the information available on MIPS's website home page in a form and manner prescribed by the Michigan Department of Education. The defined terms in section 523c of the Code, MCL 380.523c, shall have the same meaning in this Agreement.

Section 9. Availability of Funds. Reimagine shall be liable to MIPS for any cost it commits MIPS to without the Board's approval in the event such cost is beyond the amount in MIPS's budget or any budget amendment. Reimagine shall only be required to perform its responsibilities under this Agreement to the extent MIPS has appropriated funds in its budget, as amended.

Section 10. Reimagine Procurement. Notwithstanding any provision in this Agreement, the Board retains the obligation, as provided in Section 1274 of the Code, to adopt written policies governing the procurement of supplies, materials, and equipment to MIPS. Unless otherwise prohibited by law, Reimagine may directly procure all supplies, materials, and equipment provided that Reimagine complies with Section 1274 of the Code and the Board's written policies promulgated thereunder related to such items. Reimagine shall not include any added fees or charges (mark-ups) with the cost of equipment, materials and supplies purchased from third parties or vendors.

Section 11. Place of Performance. Performance of Services is not required to be rendered at the Facility unless specifically stated in **Exhibit A** or for compliance with Applicable Law or the Charter.

Section 12. Special Education Services. Reimagine will provide the Services under this Agreement in compliance with Applicable Law for students enrolled in the program identified as students with disabilities under Section 504 of the Rehabilitation Act of 1973, or as eligible for special education programs and related services under the Individuals with Disabilities Education Act (IDEA) and the Michigan Administrative Rules for Special Education (MARSE).

Section 13. Confidentiality of Records. Reimagine will maintain the confidentiality of Program personnel, student, and other records in accordance with the requirements of Applicable Law. The School recognizes and agrees that, for purposes of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; 34 CFR Part 99 ("FERPA") and the State Freedom of Information Act, Reimagine may be designated as a "school official" for purposes of the School disclosing a student's educational records to Reimagine personnel having a legitimate education interest, and the parties will cooperate to satisfy the FERPA mandates related to such disclosure. Reimagine shall be deemed an agent of the School for the limited purpose of its access to student education records necessary to carry out the educational program and providing services. Notwithstanding the foregoing, during the term of this Agreement, the School may disclose Confidential Data and Information to Reimagine (its employees, agents, or contractors) to the extent permitted by Applicable Law including, without limitation, FERPA, The Individuals with Disabilities Education Act ("IDEA"), 20 USC § 1401 et. seq., 34 CFR 300.610-33.626; Section 504 of the Rehabilitation Act of 1973, 29 USC §794a, 34 CFR 104.36, the Michigan Mandatory Special Education Act, MCL 380.1701 et. seq.; the Americans with Disabilities Act, 42 USC § 12101 et. seq.; the Health Insurance Portability and Accountability Act ("HIPAA"), 42 USC 1320d-13200d-8; 45 CFR 160, 162 and 164, and social security numbers as protected by the federal Privacy Act of 1974, 5 USC § 552a; and the Michigan Social Security Number Privacy Act, MCL 445.84.

Section 14. Licensure or Other State Requirements. Except as otherwise provided in this Agreement, all personnel performing Administrative Services for Reimagine on behalf of the School must comply with all applicable licensure or other requirements of the State of Michigan and any regulations applicable to persons who perform such service.

Section 15. Non-Discrimination. Reimagine prohibits discrimination and harassment in all its programs and activities consistent with the requirements of State and federal law and shall follow the School's policies related to reporting and investigating unlawful discrimination and harassment.

Section 16. Tax Obligations. Reimagine shall be responsible for filing all required federal, state and local income taxes for Reimagine. Reimagine shall also be responsible for filing all employment payroll taxes for Reimagine's employees.

Section 17. Reimagine Responsibility. Reimagine will be solely responsible for its acts, the acts of its agents, employees, and those subcontractors who are contracted through Reimagine.

Section 18. Data Security Breach. In the event the Academy experiences a data security breach of personally identifiable information (PII) from the Academy's education records not suitable to public release, Reimagine shall promptly notify the Board not later than the first

business day following discovery and will undertake to identify (i) the nature of the unauthorized use or disclosure; (ii) the PII used or disclosed; (iii) who made the unauthorized use or received the unauthorized disclosure; (iv) what Reimagine has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure; (v) whether, and if so on what grounds, Reimagine has determined that the security breach has not or is not likely to cause substantial loss or injury to, or result in identity theft with respect to, one or more residents of this state; and (vi) what corrective action Reimagine has taken or shall take to prevent future similar unauthorized use or disclosure. Reimagine shall provide such other information as reasonably requested by the Board. Reimagine shall take appropriate action, in accordance with MCL 445.72, to assess the risk and notify affected individuals whose personal information may have been compromised.

ARTICLE IV **SCHOOL RESPONSIBILITIES**

Section 1. Payment. The Board shall be responsible for reviewing and approving the rates and amounts for the Educational Services as set forth in this Agreement or as amended as mutually agreed in writing. The compensation provided by MIPS to Reimagine as set forth in this Agreement constitutes full consideration for the Educational Services.

Section 2. Oversight of Reimagine. The Board shall be responsible for monitoring Reimagine's performance under and compliance with the terms of this Agreement in accordance with Applicable Law and the Contract. The Board shall also be responsible for overseeing the Program's quality, operational, and financial performance. Reimagine shall cooperate with such monitoring and oversight.

Section 3. Adoption of Policies. MIPS and Reimagine acknowledge and agree that in providing the Services, it shall be the responsibility of Reimagine to recommend various policies to the Board for the operation of the Program. The Board retains ultimate responsibility for adopting policies and for overseeing Reimagine's implementation of the Program and Reimagine will cooperate with such oversight. Reimagine and the School will work collaboratively on the creation of School policies that may include, but are not limited to, policies consistent with Applicable Law and the Charter Contract relating to the budget, authorization of expenditures, curriculum, admissions procedures, student conduct, school calendars, procedures for resolution of parent or student complaints and, and the responsible use of computer equipment and other instructional property. The School shall provide Reimagine written copies of all policies adopted by the Board. The School shall promptly notify Reimagine in writing of any changes to such Board policies and Reimagine shall comply with any changes in such Board policies within thirty (30) days of receipt or sooner, as appropriate.

Section 4. Legal Counsel. The School's Board shall select and retain legal counsel to advise the Board regarding its rights and responsibilities under the Charter, this Agreement, and Applicable Law. The Board has the sole authority to hire independent legal counsel.

Section 5. Audit Services. The Board shall select and retain an independent auditor to perform an audit in accordance with Applicable Law and the Contract. The Board has the sole authority to hire independent legal auditors, and the cost of the audit shall be a Program Expense. All finance and other records of Reimagine related to the School will be made available to the School and the School's independent auditor.

Section 6. School Compliance. The School will perform its obligations under this Agreement and govern itself in a manner consistent with the requirements of Applicable Law, the Charter, and the Authorizing Body's policies. No provision of this Agreement shall interfere with the Board's constitutional duty to exercise its statutory, contractual, and fiduciary responsibilities governing the operation of the School. No provision of this Agreement shall prohibit the Board from acting as an independent, self-governing public body or allow public decisions to be made other than in compliance with the Open Meetings Act.

ARTICLE V **TERM OF AGREEMENT**

Section 1. This Agreement shall be effective for the duration of the School's current Authorizing Contract with the Authorizer, subject to earlier termination under Article IX. The Term will be for a seven (7) year period beginning July 1, 2022 and ending June 30, 2029 (the "Term").

Section 2. Review By The Authorizer. The Parties recognize that this Agreement is subject to review by the Authorizer. After the Board approves the Agreement, the Agreement and a draft legal opinion letter, as required per the Authorizer's Educational Service Provider Policies ("ESP Policies"), shall be submitted to the Authorizer not later than thirty (30) days prior to the proposed date of execution.

ARTICLE VI **FINANCIAL MATTERS**

Section 1. School Funds. The Board shall determine the depository of all funds received by the School including, but not limited to, the State School Aid Grants and any Additional Revenue. All funds received by MIPS shall be deposited in the School's depository account. Signatories on the Board accounts shall solely be members of the Board. All interest or investment earnings on School accounts shall accrue to the School.

Section 2. Program Budgets. The School will adopt an annual Program budget for each Fiscal Year during the Term, and the Parties agree that Reimagine will present to the Board (or its authorized delegates or subcommittee) a proposed Program budget for each such Fiscal Year. The proposed Program budget will include assumptions provided by Reimagine. Reimagine will present a proposed budget for the succeeding Fiscal Year by June 1st at the latest, and the Board shall consider the budget proposed by Reimagine and will approve a final budget prior to the start of the Fiscal Year.

Section 3. Budget Modifications. Reimagine will promptly notify the Board of variances between key Budget assumptions and actual Budget figures. Reimagine may submit to the Board, or the Board may initiate, proposed modifications to the Program budget to take into account the actual Program student enrollment for such school year, other changes in key assumptions, or other changes deemed necessary or appropriate. The Parties will work in good faith to agree in writing on modifications to the final Program budget but, in any event, the Board shall act on any modifications proposed by Reimagine within thirty (30) days of the proposal thereof.

Section 4. Financial Reports. The Board may request that Reimagine: (i) prepare and submit reports on the Program's finances in addition to those financial reports required by

Applicable Law or the Charter; and/or (ii) provide the Board with such other information as, in the Board's sole discretion, is reasonably necessary and appropriate to enable the Board to monitor Reimagine's performance, including the effectiveness and efficiency of the Program's operations. All such requests shall be made in writing to the Superintendent of the School. Such reports are in addition to the monthly financial statements provided by Reimagine to the Board that shall include: a balance sheet, a detailed statement of Program Revenues, expenditures, and changes in fund balance at object level (including a comparison of budget-to-actual information and an explanation of variances) and a cash flow statement. The monthly statements shall include all revenues received from whatever source, with respect to the School, and detailed budgets with statements of all direct expenditures for the Services rendered to or no behalf of the School, whether incurred on-site or off-site.

Section 5. Tax Exempt Financing. If at any time the Academy determines that it is in the best interests of the School to obtain financing from the Michigan Public Educational Facilities Authority or any other type of financing that is tax-exempt pursuant to the IRS Code, then the parties hereby agree that this Agreement shall be automatically amended for the sole and limited purpose of compliance with Revenue Procedure 97-13, as modified by Rev. Proc. 2001-39 and amplified by Notice 2014-67, and/or its progeny. Any such automatic amendment shall be as limited as practicable, and the parties shall promptly execute a written agreement reflecting such amendment, but the failure of the parties to do so shall not affect the effectiveness of the automatic amendment referenced above; provided, however, that any such amendment shall be consistent with the Authorizer's Educational Service Provider Policies.

ARTICLE VII **FEES AND PAYMENT**

Section 1. Compensation for Services. During the Term of this Agreement, the Board shall pay Reimagine an annual fee (the "Fee") equal to twelve percent (12%) of the total State School Aid received from the State of Michigan pursuant to the State School Aid Act of 1979, as amended, less the three percent (3%) Authorizer fee, for the particular number of students enrolled in the School.

The Parties agree that the Fee amount is reasonable compensation for the provision of the Education Services. As necessary, the School and Reimagine may mutually agree to make adjustments to the Fee as necessary because of factors such as differences in actual and projected enrollments, differences between actual and projected operating expenses, and funding changes mandated by federal, state, or municipal sources. The Fee shall be Reimagine's sole compensation under this Agreement. The Fee shall be deposited by the School into a MIPS account pro-rata during each school year as state per pupil aid is received by the School. It is anticipated that Reimagine will be paid its Fee on the same frequency that the School receives its state per pupil aid. As necessary, the Parties agree to make adjustments to the Fee as necessary because of factors such as differences in actual and projected enrollments, differences between actual and projected operating expenses, funding changes mandated by federal, state or municipal sources, and adjustments resulting from audits, including those initiated under State School Aid Act Section 1615 (MCL 388.1615).

Section 2. Reimbursement of Costs. In addition to the Fee, the School shall reimburse Reimagine for all costs reasonably incurred and paid by Reimagine in providing the Education Services specifically related to MIPS. Such costs include, but are not limited to, all employment

costs of MIPS employees assigned to the School, including but not limited to gross wages, payroll taxes including FICA, Medicare, FUTA, SUTA, Workers' Compensation Insurance, any payments required by MPSERS for Reimagine employees assigned to work for or on behalf of the School, employer (Reimagine's) portions of benefits for Reimagine employees, including, but not limited to, health, dental, vision, and life insurance, and 401(k) employer contributions if applicable - other expenses for equipment, software, supplies, food service, transportation, special education, psychological services, and medical services.

If desired, the Board may advance funds to Reimagine, within Budget parameters, for such costs before such costs are incurred (rather than reimburse Reimagine after the expense is incurred). Specifically, Reimagine will invoice the School for advance payment of all employment costs of Reimagine employees assigned to MIPS ("Payroll costs," as defined above).

Reimagine shall be advanced funds for Payroll Costs no later than the third business day preceding each payroll date for Reimagine's employees performing services at the School. Said funds shall be deposited by MIPS into a payroll account designated by Reimagine. Reimagine must pay its employees whether or not MIPS pays Reimagine, however, if Payroll Costs have not been funded by the School by the payroll date, Reimagine may send lay-off notices to Reimagine's employees. At that time, Reimagine will also provide MIPS an invoice for all accrued Reimagine's staff wages (earned but not yet paid) for employees and staff assigned to the School for payment. MIPS understands and agrees to pay Reimagine immediately upon receipt of Reimagine's invoice(s) for all accrued employee wages, benefits and other costs for Reimagine employees performing services at or on behalf of the School. For purposes of this Agreement, the "Payroll Date" shall be that date or dates established annually by Reimagine.

Reimagine will invoice MIPS for reimbursement of all other costs with a detailed receipt of material or services provided. The School shall only reimburse for costs included in an annual operating budget approved by the Board or as amended during the academic year. In paying such costs on behalf of MIPS, Reimagine shall not charge an added fee (or mark-up). Marketing and development costs paid by or charged to MIPS shall be limited to those costs specific to the MIPS program and shall not include any costs for the marketing and development of Reimagine. No corporate costs of Reimagine shall be charged to, or reimbursed by, the School.

Section 3. Funding and Payment Review. At the request of the Board or Reimagine, the Parties agree to meet to discuss whether to adjust the funding allocation and payment structure set forth in this Agreement. Unless the Parties mutually agree in writing to adjust the funding allocation and payment structure, same will remain in place until the Agreement is terminated or expires.

ARTICLE VIII **OTHER SCHOOLS**

The Parties acknowledge that Reimagine will have the right to render similar services to other persons or entities, including other public or private schools or institutions within and outside of the State ("**Other Schools**"). Reimagine will maintain separate accounts for reimbursable expenses incurred on behalf of MIPS and Other Schools, if any. Reimagine shall not charge MIPS any fee or cost for services of any nature whatsoever that are being provided to the Other Schools. All grants or donations received by MIPS or by Reimagine for the specific benefit of MIPS will be maintained in separate accounts and used solely for the MIPS Education

Program.

ARTICLE IX TERMINATION

Section 1. Termination for Cause. The Parties shall use good faith efforts to resolve all disputes relating to this Agreement; however, either Party may terminate this Agreement at any time with ninety (90) days prior written notice to the other Party for cause. Termination for cause shall mean the breach of any material term or failure to fulfill any material condition, term, provision, representation, warranty, covenant, or obligation contained in this Agreement and a failure to cure such a breach within forty-five (45) days after receiving written notification from the terminating Party.

Section 2. Revocation or Termination of Contract. If the School's Charter issued by the Ovid-Elsie Board is revoked, terminated, reconstituted or a new Charter is not issued to the School after expiration of the School's Charter, this Agreement shall automatically terminate on the same date as the School's Charter is revoked, terminated, reconstituted or expires without further action of the parties.

Section 3. Change in Applicable Law. If any change in Applicable Law enacted after the date hereof could reasonably be expected to have a material adverse effect on the ability of MIPS or Reimagine to carry out its obligations under this Agreement, MIPS or Reimagine, upon written notice to MIPS or Reimagine (which notice may be given at any time following enactment of such change in Applicable Law, whether or not such change is effective on the date of such enactment or is effective at a later date), may request renegotiation of this Agreement. Such renegotiation will be undertaken in good faith. If MIPS or Reimagine are unable to renegotiate and agree upon revised terms within one hundred twenty (120) days after such notice of renegotiation, then this Agreement will be terminated effective at the end of the School Fiscal Year in which such notice was given unless earlier termination is necessary to protect the health, welfare, or safety of students.

Section 4. Failure to Cure. Any action or inaction by Reimagine that is not cured within forty-five (45) days of written notice thereof which causes the Charter Contract to be revoked, terminated, reconstituted, suspended, or which causes the Charter Contract to be put in jeopardy of revocation, termination, reconstitution, or suspension by Ovid-Elsie Board is a material breach.

Section 5. Outstanding Payments Due. Except as otherwise agreed by MIPS or Reimagine in writing, termination does not relieve either party of any obligations for outstanding as of the date of termination or other obligations that continue upon termination as provided in this Agreement.

Section 6. Transition. The Board and Reimagine 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 Board and Reimagine agree to work cooperatively to transition management and operations of the school without disrupting the school's operations. In the event of termination of this Agreement for any reason by either party, or upon revocation of the Charter as provided under Section 12 before the end of this Agreement's term, Reimagine shall provide the School reasonable assistance for up to ninety (90) days after the termination effective date. Reimagine warrants and represents that it will not bind any individual

and/or entity assigned to the Academy by contract or otherwise, in such manner that he/she would be unable to continue serving the Academy upon termination of this Agreement.

Section 7. Obligations upon Termination or Expiration. Upon any termination or the expiration of this Agreement, the parties shall remain obligated for all financial or other obligations due at the time of the termination or expiration. Upon termination or expiration of the Agreement, or the Agreement is terminated due to a Contract revocation, reconstitution, termination or non-renewal, Reimagine shall, as applicable, without additional charge: (i) close the financial records on the then-current school fiscal year which includes, but is not limited to, the completion and submission of the annual financial audit, state and federal grant reporting and all other associated reporting within required timelines established by the appropriate local, state or federal authority; (ii) organize and prepare student records for transition to the new ESP, self-management or in the case of a school closure, transfer to a student's new school as designated by the student's parent/ legal guardian or to a person or entity authorized to hold such records; (iii) provide for the orderly transition of employee compensation and benefits to the new ESP or self-management without disruption to staffing, or in the case of school closure, final payment of all employee compensation, benefit and tax obligations related to services provided by Reimagine to the Academy; (iv) organize and prepare the Academy's records, both electronic and hard-copy, for transition to the new ESP, self-management or dissolution; and (v) provide for the orderly transition to the new ESP, self-management or dissolution of all Academy-owned assets including, but not limited to, furniture, fixtures, equipment and real estate. This includes any keys, log-in information and passwords related to any Academy asset.

Section 8. Amendment Caused By Academy Site Closure or Reconstitution. In the event that the Academy is required (i) to close an Academy site pursuant to a notice issued by the Michigan Department of Education under Section 507, 528 or 561 of the Code, MCL 380.507, 380.528 or 380.561; or (ii) to undergo reconstitution pursuant to Section 507, 528 or 561 of the Code, MCL 380.507, 380.528 or 380.561 and the Contract, and such closure of an Academy site or reconstitution causes an amendment to or termination of this Agreement, the parties agree that this Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy, and Reimagine shall have no recourse against the Academy or the Authorizer Board for implementing such site closure or reconstitution.

ARTICLE X

INTELLECTUAL PROPERTY RIGHTS AND PROPRIETARY INFORMATION

Section 1. MIPS's Rights to Curriculum and Educational Materials. MIPS shall own, without restriction, all proprietary rights to curriculum and educational materials that: (a) are or were directly developed by the School and paid for with MIPS funds; or (b) are or were developed by Reimagine at the direction of the Board using School funds.

Section 2. Reimagine's Rights to Curriculum and Educational Materials. Reimagine shall own, without restriction, all curriculum, educational materials, Reimagine's Dashboard and all other intellectual property and proprietary information owned by, developed by, or otherwise in the possession of Reimagine except as set forth in this Article.

Section 3. Non-Disclosure of Intellectual Property and Proprietary Information; Remedy for Breach. Except as specifically required by the Code or the Michigan Freedom of

Information Act or other applicable law, the proprietary information and materials of Reimagine shall be held in strict confidence by the School.

During the Term of this Agreement and continuing for three (3) years thereafter, both Parties agree that they will not use or disclose to anyone, directly or indirectly, for any purpose whatsoever other than to comply with applicable laws, any such intellectual property and/or proprietary information without the prior written consent of the other party.

If a party uses or discloses such intellectual property and/or proprietary information in violation of this Section, the disclosing party shall: (a) be liable to the other party for all damages including, but not limited to, lost profits resulting from the breach; and (b) be obligated to reimburse the non-disclosing party for its legal costs and reasonable attorney fees related to the enforcement of this Section.

ARTICLE XI

INDEMNIFICATION AND COOPERATION

Section 1. Indemnification of Reimagine. To the extent permitted by law and without waiving any privileges or governmental immunities, MIPS shall indemnify and save and hold Reimagine and all of its employees, officers, directors, subcontractors, and agents harmless against any and all claims, demands, suits, or other forms of liability that may arise out of, or by reason of: (a) any willful noncompliance by the Board with any agreements, covenants, warranties, or undertakings of the Board contained in or made pursuant to this Agreement; (b) any misrepresentation or any breach of the representations and warranties of the Board contained in or made pursuant to this Agreement.

In addition, to the extent permitted by law and without waiving any privileges or governmental immunities, the School shall indemnify and reimburse Reimagine for all legal costs and reasonable attorney fees associated with the defense of any such claim, demand, or suit. If desired, all or part of the indemnification obligations set forth in this Section may be met by the purchase of insurance by the School. The indemnification in this Section shall also specifically apply, without limitation, to any current claims or litigation at the time this Agreement is executed, as well as any future or additional claims or litigation regarding any prior activities of the School. To the extent the Board shall be responsible for indemnification of Reimagine, the Board shall have the right to select the attorneys of its choice and to make all decisions and in every respect control the manner in which Reimagine, and the Board are defended. Notwithstanding the foregoing, in no event shall the Board indemnify Reimagine for the attorney fees accrued by Reimagine in the regular course of business.

Section 2. Indemnification of the School. During the Term of this Agreement and continuing after any termination or the expiration of this Agreement, to the extent permitted by law, Reimagine shall indemnify and save and hold the School and all of its employees, officers, directors, subcontractors, and agents harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of: (a) any willful noncompliance by Reimagine with any agreements, covenants, warranties, or undertakings of Reimagine contained in or made pursuant to this Agreement; (b) any misrepresentation or any breach of the representations and warranties of Reimagine contained in or made pursuant to this Agreement; (c) the gross negligence of Reimagine's directors, officers, employees, agents, or representatives, and/or (d) any

tortious conduct created or negligently maintained by Reimagine's directors, officers, employees, agents, or representatives.

In addition, Reimagine shall reimburse the School for all legal costs and reasonable attorney fees associated with the defense of any such claim, demand, or suit. If desired by Reimagine, all or part of the indemnification obligations set forth in this section may be met by the purchase of insurance by Reimagine. To the extent Reimagine shall be responsible for indemnification of the Academy, Reimagine shall have the right to select the attorneys of its choice and to make all decisions and in every respect control the manner in which Reimagine and the Academy are defended. Notwithstanding the foregoing, in no event shall Reimagine indemnify the Academy for attorney fees accrued by Reimagine in the regular course of business.

The indemnification in this Section shall also specifically apply, without limitation, to any current claims or litigation at the time this Agreement is executed, as well as any future or additional claims or litigation regarding any prior activities of Reimagine.

Section 3. Immunities and Limitations. The School may assert all privileges, immunities and statutory limitations of liability in connection with any claims arising under this Agreement.

Section 4. Responsibility of School. The School will be solely and entirely responsible for its acts and omissions and for the acts and omissions of the Board and its employees (if any) in connection with the performance of the Board's responsibilities under this Agreement; provided, however, that nothing in this Agreement is intended, nor will be construed, as a waiver of the governmental immunity provided to the School and its incorporators, board members, officers, employees, and volunteers under Section 7 of Act 170, Public Acts of Michigan, 1964, as amended, MCL 691.1407. If Reimagine is made a party to any litigation involving claims arising out of or relating in any way to any alleged acts and/or omissions of the Board or its employees (if any), the Board will provide any reasonable assistance requested by Reimagine in the defense against such claims as long as such assistance does not adversely affect the School's ability to defend against such claims.

Section 5. Mutual Duty to Cooperate. The parties acknowledge that each party has a duty and obligation to cooperate with the other party and, further, that such duty to cooperate is a material part of this Agreement. The purpose of the duty to cooperate is to enable each party to perform its obligations as efficiently and as timely as possible. The duty to cooperate shall include all areas of the business of the School and the Services including, but not limited to, potential and actual issues related to employees or teachers as they arise. The duty to cooperate also includes reasonable assistance in the event of litigation or a dispute involving a party related to the School or the Services, such as providing testimony, records, and/or documents reasonably related to the litigation or dispute (which are not otherwise protected from disclosure pursuant to the applicable law).

Section 6. Indemnification of Authorizer. The parties acknowledge and agree that the Authorizer, the Authorizer's Board, and its members, officers, employees, agents, or representatives (collectively, "Authorizer") are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify, defend, and hold harmless the Authorizer from and against all demands, claims, actions, suits, causes of action, losses, judgments, liabilities, damages, fines, penalties, demands, forfeitures, or any other

liabilities or losses of any kind whatsoever, including costs and expenses (not limited to reasonable attorney fees, expert, and other professional fees) of settlement and prosecution imposed upon or incurred by the Authorizer, and not caused by the sole negligence of the Authorizer, which arise out of or are in any manner connected with the Authorizer Board's approval of the School's application, the Authorizer Board's consideration of or issuance of a Contract, parties' preparation for or operation of the School, or which are incurred as a result of the reliance by the Authorizer upon information supplied by the parties, or which arise out of the School's failure to comply with the Contract or applicable law. The parties expressly acknowledge and agree that the Authorizer may commence legal action against the parties to enforce its rights as set forth in this section of the Agreement.

ARTICLE XII **INSURANCE**

Section 1. School Insurance. The School shall maintain such policies of insurance coverage in the amounts as required by the Contract. Reimagine shall comply with any reasonable information or recording requirements under the School's policies of insurance.

Section 2. Reimagine Insurance. Reimagine shall maintain separate general liability and umbrella insurance coverage, with the School listed as an additional insured on all policies. Reimagine shall maintain such policies of insurance in the amounts as required by the Contract and as recommended by industry standard insurer. In the event the Authorizer requests any changes in coverage by Reimagine, Reimagine 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.

Section 3. Evidence and Notices. Each party shall, upon request, present evidence to the other that it maintains the requisite insurance as required in this Article. The policies of insurance of each party shall also provide that the other party receive from the insurer(s) a minimum thirty (30) day written notice of any termination of said policies.

Section 4. Workers' Compensation Coverage. Additionally, each party shall maintain workers' compensation insurance, as required by State law, covering their respective employees, if any.

ARTICLE XIII **REPRESENTATIONS AND WARRANTIES**

Section 1. Representations and Warranties of Reimagine. Reimagine hereby represents and warrants to the School:

Section 1.1. Organization and Good Standing. Reimagine is a company duly organized, validly existing, and in good standing under the laws of the State of Michigan.

Section 1.2. Power and Authority; Authorization; Binding and Enforceable Agreement. Reimagine has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized and executed by Reimagine and constitutes the valid and legally binding obligation of Reimagine, enforceable against Reimagine in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency,

reorganization, moratorium, fraudulent conveyance, and other laws of general applicability relating to or affecting creditors' rights and by general principles of equity.

Section 1.3. Professional Services. Reimagine warrants that the Services will be performed in a professional and workmanlike manner in accordance with commercially reasonable industry standards, and deliverables, if any, will materially comply with the agreed-upon functional specification set forth in the applicable Exhibit A, if used in a manner consistent with the conditions for which it was designed. Reimagine and its affiliates make no guarantees as to the results or achievements of the students.

Section 1.4. Non-Conformities. The foregoing warranties shall not apply to defects or non-conformities: (a) resulting from software, hardware, or interfacing not supplied by or otherwise approved by Reimagine, its Affiliates, or authorized contractors; or (b) resulting from inadequate or improper maintenance, modification, or usage by the School, its employees, or students. In addition, the foregoing warranty shall not apply to requirements not expressly included in this Agreement.

Section 2. Representations and Warranties of the School. The School hereby represents and warrants to Reimagine:

Section 2.1. Organization and Good Standing. The School is a nonprofit school of excellence corporation duly organized, validly existing, and in good standing under the laws of Michigan.

Section 2.2. Power and Authority; Authorization; Binding and Enforceable Agreement. The School has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized and executed by the School and constitutes the valid and legally binding obligation of the School, enforceable against it in accordance with its terms and conditions, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other laws of general applicability relating to or affecting creditors' rights and by general principles of equity.

Section 2.3. Provision of Authority to Reimagine. The School has provided and will provide Reimagine with all authority and power necessary and proper for Reimagine to undertake its responsibilities, duties, and obligations provided for in this Agreement.

Section 2.4. Certain Provisions of the Charter. The Charter will, when approved, authorize the School to operate and receive the federal, state, and local education funds identified in this Agreement, as well as other revenues, and otherwise vests the Board with all powers necessary and desirable for carrying out the Program and other activities contemplated in this Agreement.

Section 2.5. Renewal of the Charter. The Board will use best efforts to renew the Charter upon its expiration.

Section 3. Mutual Warranties. Each Party warrants to the other that there are currently no pending actions, claims, suits, or proceedings, to its knowledge, threatened against it which, if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

ARTICLE XIV
OFFICIAL NOTICES

All notices and other communications required by the terms of this Agreement will be in writing and sent to the Parties hereto at the addresses set forth below (and such addresses may be changed upon proper notice to such addressees). Notice may be given by: (i) certified or registered mail, postage prepaid, return receipt requested; (ii) reputable overnight carrier, postage prepaid; (iii) facsimile (with confirmation of transmission by sender's facsimile machine); or (iv) personal delivery (with written receipt confirming such delivery). Notice will be deemed to have been given: (i) date provided on return receipt; (ii) two days after mailing as described in clause (ii) of the foregoing sentence; (iii) on the date of personal delivery; or (iv) on the date of transmission of a facsimile if on a business day during normal business hours (or, if not, the next succeeding business day). Electronic mail does not constitute official notice under this Agreement. The addresses of the Parties are:

For Reimagine Education LLC:

Andrew Hulbert
Superintendent
7034 E. Court Street.
Davison, MI 48423

and

Dr. William Skilling
COO
153 Hallmark Pl.
Dahlonega, GA 30533

With Copy to:

Clark Hill
151 S. Old Woodward, Suite 200
Birmingham, MI 48009
Attn: Ann L. VanderLaan

For School:

Carol Mitchell
MIPS Board President
7034 E. Court St.
Davison, MI 48423

With Copy To:

Aimee Gibbs, Attorney
Dickinson Wright PLLC
350 Main Street, Suite 350
Ann Arbor, MI 48104

ARTICLE XV
DISPUTE RESOLUTION, VENUE, AND GOVERNING LAW

Section 1. Dispute Resolution Procedure. The Parties agree that they will attempt in good faith to settle any and all disputes arising in connection with this Agreement amicably in the ordinary course of business. If a dispute is not resolved in the ordinary course of business, the aggrieved Party will submit its dispute in writing to the other Party as listed above in Article XIV. If the dispute is not resolved after ten (10) calendar days from the receipt of such written notice, then the Parties shall escalate the effort to resolve to the MIPS Board President and the Superintendent for Reimagine, who shall have five (5) calendar days to seek resolution of the matter. The dispute resolution procedures described herein will be deemed complete upon the earlier to occur of the following: (i) the Parties mutually agree in writing to discontinue the dispute resolution procedures; and (ii) the relevant dispute is not resolved within the time periods provided. If the Parties are unable to informally resolve the dispute, the Parties will proceed to mediation and arbitration as set forth below.

Section 2. 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 communicated in writing to the other Party and mutually discussed between the Parties with an opportunity to cure, as set forth in Section 1. If no resolution can be determined through that mutual discussion, then the matter shall be submitted to mediation for resolution in Clinton County, Michigan. Both Parties must mutually agree upon the mediator selected and shall participate in all meetings in good faith. The mediation shall be conducted in accordance with the rules of the American Arbitration Association seated in Clinton County, Michigan, with such variations as the Parties and the mediator unanimously accept. A cause opinion (written explanation) shall be required as to the final decision. The Authorizer shall be notified of said decision, and upon the Authorizer's request, the cause opinion shall be made available. The Parties will share equally in the costs of the mediation including forum fees, expenses and charges of the mediator.

Section 3. Arbitration. If the mediation does not result in a mutually satisfactory compromise, then the matter shall be resolved by arbitration, and such procedure shall be the sole and exclusive remedy for such matters with the exception of Reimagine's right to injunctive relief pursuant to Section 4 below, in the event the School breaches Article X, entitled "Intellectual Property Rights and Proprietary Information" and the Sections relative to Reimagine thereunder. The Parties shall mutually agree upon a single arbitrator. If the Parties cannot mutually agree upon an arbitrator, the Parties shall select a single arbitrator in accordance with the rules and procedures of the American Arbitration Association. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association seated in Clinton County, Michigan, with such variations as the Parties and the arbitrator unanimously accept. The arbitrator's award shall be final and binding, except as set forth in Section 4 below. A judgment on the award rendered by the arbitrator may be entered in any court having appropriate jurisdiction, by any Party, without the consent of the other Party. Circuit Court of Clinton County, Michigan or the federal court, Eastern District of Michigan. Any determination by a mediator or arbitrator shall be set forth in a cause opinion (written explanation) as to the final decision. Except as may be required by law, neither a Party nor an arbitrator or mediator may disclose the existence, content, or results of any decision hereunder without the prior written consent of both Parties, except that Ovid-Elsie shall be notified of said decision and, upon request, the cause opinion shall be made available to Ovid-Elsie as the Authorizer. The Parties shall split the cost of the arbitrator, including forum fees, expenses and the

charges of the arbitrator. Each party shall be responsible for its own costs and attorney fees associated with the mediation and the arbitration.

Section 4. Injunctive Relief. Notwithstanding the foregoing dispute resolution procedures, the School acknowledges that in the event it breaches any provision contained in Article X, entitled "Intellectual Property Rights and Proprietary Information" and the corresponding Sections applicable to Reimagine, Reimagine may suffer irreparable harm in which the full extent of damages may be impossible to ascertain, and monetary damages may not be an adequate remedy. As such, in its sole discretion, Reimagine may seek immediate judicial relief as available in law or equity, and the initiation of any judicial proceeding will suspend the dispute resolution procedures set forth above. Reimagine will be entitled to enforce this Agreement by an injunction or other equitable relief without the necessity of posting bond or security, in addition to its right to seek monetary damages or any other remedy. The decision by Reimagine not to seek judicial relief during the above-described dispute resolution procedures will not create any inference regarding the presence or absence of irreparable harm.

Section 5. Governing Law. The laws of the State of Michigan, without regard to its conflict of law provisions, will govern this Agreement, its construction, and the determination of any rights, duties, and remedies of the Parties arising out of or relating to this Agreement.

Section 6. Governmental Immunity. No provision of this Agreement shall restrict the Board from waiving its governmental immunity or require the Board to assert, waive, or not waive its governmental immunity.

ARTICLE XVI **MISCELLANEOUS**

Section 1. Exercise of Approval or Consent Rights. In performing services and other obligations under this Agreement or in exercising rights under this Agreement, including granting or withholding any consents or approvals or making any requests of the other Party, each Party must act reasonably (including as to the timing of its actions) except to the extent that this Agreement provides that it may act as it determines "in its sole judgment" or "its sole discretion," or words to that effect, in the applicable provision. Whenever it is provided in this Agreement that the Parties will or may agree as to a certain matter, each Party will have the right to agree or disagree in its sole discretion following good faith discussions.

Section 2. Force Majeure. Notwithstanding any other sections of this Agreement, no Party will be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, terrorism, civil war, embargo, fire, flood, explosion, sabotage, accident, labor strike, Internet outage, or other acts beyond its reasonable control and unrelated to its fault or negligence.

Section 3. Entire Agreement. This Agreement, including Exhibit A hereto, constitutes the entire agreement of the Parties with respect to the subject matter hereof and supersedes all previous and contemporaneous oral and written negotiations, commitments, agreements, warranties, representations, and understandings.

Section 4. Counterparts; Facsimile Transmissions. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which will constitute one and the same instrument. Each Party may rely on facsimile or photographic signature pages as if such facsimile or photographic signature pages were originals.

Section 5. Amendment. This Agreement shall not be altered, amended, modified, or supplemented except in a written document executed by a duly authorized representative of each Party and must be done in a manner consistent with the Charter Contract and the Authorizer's ESP Policies.

Section 6. Effect of Headings. The underlined headings are included for the convenience of the reader and if the underline headings are inconsistent with the other text, the underlined heading shall be disregarded.

Section 7. Waiver. No waiver of any provision of this Agreement will be effective unless in writing, nor will such waiver constitute a waiver of any other provision of this Agreement, nor will such waiver constitute a continuing waiver unless otherwise expressly stated in writing.

Section 8. Interpretation. The Parties acknowledge and agree that the terms and provisions of this Agreement will be construed fairly as to all Parties and not in favor of or against a Party, regardless of which Party was generally responsible for the preparation of this Agreement.

Section 9. Severability. In the event any term, provision, or restriction is held to be illegal, invalid, or unenforceable in any respect, such finding shall in no way affect the legality, validity, or enforceability of all other provisions of this Agreement.

Section 10. No Third-Party Rights. This Agreement is made for the sole benefit of the School and Reimagine. Nothing in this Agreement will create or be deemed to create a relationship between the Parties to this Agreement, or any of them, and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

Section 11. Delegation of Authority; Compliance with Laws. Nothing in this Agreement shall be construed as delegating to Reimagine any of the powers or authority of the Board which are not subject to delegation by the Board in accordance with all applicable laws. To the extent that any of the services to be provided by Reimagine are found to be overbroad or an invalid delegation of authority by the Board, such services will be limited to the extent necessary to make the services valid and binding. The parties agree to comply with all applicable laws.

Section 12. Survival of Termination. All representations, warranties, indemnities and non-disclosures/confidentiality obligations made in this Agreement shall survive any termination or expiration of this Agreement without limitation.

[Signatures To Follow On Next Page]

For and on behalf of

Michigan International Prep School
Board of Directors

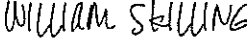
Signed: 
446C09D3CEAD40E...

Name: Carol Mitchell

Date: 5/23/2022

For and on behalf of

Reimagine Education, LLC

Signed: 
2C8B9F4F088E4E3...

Name: WILLIAM SKILLING

Date: 5/23/2022

EXHIBIT A

SERVICES TO BE PROVIDED BY REIMAGINE TO MICHIGAN INTERNATIONAL PREP SCHOOL

The purpose of this Exhibit A is to more specifically describe, without limiting, the Services to be provided by Reimagine pursuant to the Agreement.

EDUCATIONAL MANAGEMENT SERVICES

A. Reimagine shall implement the Educational Program (defined in Article I, Section B of the Agreement). Substantive modification of the Educational Program may only occur with the prior written consent of the Board and, if required, an amendment to the Contract which requires Authorizer approval.

B. Reimagine may perform functions other than instruction, including but not limited to purchasing, professional development and administrative functions off-site as permitted by the Revised School Code. Student records are the property of MIPS and shall be maintained by Reimagine in compliance with applicable laws and MIPS policies.

C. Although the Board shall be responsible for establishing and implementing recruitment admission policies in accordance with the Educational Program and the Contract, Reimagine shall enroll students for MIPS in accordance with such policies provided that the policies are in compliance with the Contract and applicable laws.

D. Reimagine shall provide students due process hearings in compliance with all applicable laws, to an extent consistent with MIPS' own obligations as to students only (and not as to Reimagine employees).

E. Reimagine shall administer and provide the Educational Program in a manner which shall meet federal, state and local requirements, the requirements imposed under the Code and the Contract.

F. In order to supplement and enhance the school aid payments received from the state of Michigan, and improve the quality of education at MIPS, Reimagine shall assist in any endeavors to obtain revenue from other sources (the "Funding Sources"), and in this regard:

1. MIPS and/or Reimagine with prior Board approval may solicit grants and donations in the name of MIPS from various Funding Sources consistent with the mission of MIPS in furtherance of the Educational Program;
2. MIPS and/or Reimagine with prior Board approval may apply for and receive grant money in the name of MIPS from various Funding Sources for activities outside of the Educational Program;

3. To the extent permitted under the Code and Contract, and with prior approval of the Board, MIPS may charge fees to students for extra services, such as summer and after-school programs, athletics, etc.; and,
4. All funds, other consideration, or property purchased with such funds, received by MIPS, or Reimagine on behalf of MIPS, from such other revenue sources (generally, the "Additional Revenue") shall inure to, and be the deemed property of, MIPS.

G. Reimagine may subcontract, with the prior written approval of MIPS, which approval shall not unreasonably be withheld, any and all aspects of the Services, only as permitted under the applicable law, excluding employment of employees assigned to MIPS. Reimagine shall not mark up any costs related to providing the Services.

H. Reimagine agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with MIPS's obligations under its Contract issued by the Authorizer. The provisions of MIPS's Contract shall supersede any competing or conflicting provisions contained in this Agreement.

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

J. Reimagine shall implement pupil performance evaluations consistent with the Educational Program and applicable law, which permit evaluation of the educational progress of each MIPS student. Reimagine shall be responsible for and accountable to the Board for the performance of students who attend MIPS and shall meet the educational performance requirements of the Contract. At a minimum, Reimagine shall utilize assessment strategies required by applicable law, the Educational Program and the Authorizer. MIPS and Reimagine will cooperate in good faith to identify other measures of and goals for students and school performance.

K. Reimagine shall plan, implement, and supervise special education programs and services for students with disabilities who attend MIPS. Such programs and services shall be provided in a manner that complies with applicable laws.

BUSINESS/FINANCE SERVICES

L. Reimagine shall be directly accountable to the Board for the administration, operation and performance of MIPS in accordance with the Contract and applicable laws. Reimagine shall not expend MIPS funds in excess of the amount set forth in the MIPS annual Budget, as amended, and shall promptly notify the Board when Budget assumptions are not realized, and promptly propose corresponding Budget amendments adverse variances.

M. Reimagine shall be responsible for all of the management, operation, administration and education at MIPS which includes, but is not limited to:

1. implementation and administration of the Educational Program, including administration of any and all extra-curricular and co-curricular activities and programs, and the selection 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 of MIPS, typical of public schools, unless otherwise specified in writing by the Board;
4. any function necessary or expedient for the administration of MIPS consistent with the Educational Program, or otherwise approved by the Board.

N. Except as otherwise provided in this Agreement, Reimagine shall maintain all student and financial records relating to MIPS, and the same shall be safeguarded and made available for public inspection upon reasonable request consistent with applicable laws. All student and financial records will remain the property of MIPS.

O. Reimagine shall provide the Board with:

1. a draft projected annual budget that complies with applicable law, related to the Services in accordance with the Contract and the Educational Program. Such draft projected annual budget shall be delivered to MIPS by not later than June 1st of each year, and revisions to the draft projected annual budget shall be delivered by not later than June 15th or the date of the MIPS June board meeting each year, whichever occurs later;
2. detailed monthly statements of all revenues received, from whatever source, with respect to MIPS, and detailed budgets with statements of all direct expenditures (with details) for the Services rendered to or on behalf of MIPS consistent with Article VI, Section 4 of this Agreement;
3. facilitate the annual audit in compliance with applicable laws showing the manner in which funds are spent at MIPS, however, it is acknowledged that only MIPS shall select and retain auditors and MIPS shall contract directly with any auditor of its choice, and Reimagine will cooperate with the production of any and all documents necessary for the audit of MIPS. Any such audit and audit materials shall be the property of MIPS; and

4. other information as reasonably requested by the Board to enable the Board to monitor MIPS's performance under the Agreement.

5. other information as necessary for the Board's independent auditor to generate annual audited financial statements for MIPS within 90 days of fiscal year end.

P. Reporting Requirements. Reimagine shall provide to the Board all information required by the Charter Contract and, at least annually, the following information related to MIPS to ensure that MIPS can comply with the following statutory reporting requirements, including, but not limited to, MCL 380.523c and MCL 388.1618 and the following:

1. Each health care benefits 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 individual assigned to work at MIPS.

2. The MIPS audit report conducted for the most recent fiscal year for which it is available.

3. The bids required under section 5 of the public employee health benefits act, 2007 PA 106, MCL 124.75.

4. The total salary and a description and cost of each fringe benefit included in the compensation package for the Reimagine employee assigned as MIPS superintendent and for each MIPS employee assigned to provide Services for MIPS under this Agreement whose salary exceeds \$100,000.00.

5. The annual amount spent on dues paid to associations.

6. The annual amount spent on lobbying or lobbying services. As used in this subdivision, "lobbying" means that term as defined in section 5 of 1978 PA 472, MCL 4.415.

7. 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, for the most recent school fiscal year for which that information is available, and make all of such information available through a link on the MIPS website homepage, in a form and manner prescribed by the Michigan Department of Education.

Q. Access to Records. Reimagine shall keep accurate financial records pertaining to its operation of MIPS, together with all MIPS financial records prepared by or in the possession of Reimagine and retain all such records in accordance with the State Record Retention Policy, Bulletin 522, as amended. Reimagine shall make information concerning the operation and management of MIPS, including without limitation, the information described in Schedule 8 of the Contract, available to MIPS as deemed necessary by the Board in order to enable MIPS to fully comply with the Contract.

R. Maintenance of Financial Accounts. The MIPS Board shall maintain one or more bank accounts for the receipt of funds from the state of Michigan or otherwise for the operation of MIPS ("MIPS Accounts"). The MIPS Board shall appoint authorized signatories to MIPS Accounts by board resolution, which signatories shall be members of the MIPS Board.

HUMAN RESOURCES SERVICES

S. Reimagine shall determine staffing levels, and select, evaluate, assign, discipline and transfer personnel, consistent with applicable laws, and consistent with the parameters adopted and included within the Educational Program and Charter Contract. Reimagine shall be the sole employer of all teachers and staff assigned to MIPS.

T. Reimagine shall provide MIPS with such teachers, qualified in the applicable grade levels and subjects approved by the Board and consistent with the Contract. Reimagine shall ensure that the curriculum taught by teachers is the curriculum set forth in the Contract. Each teacher assigned to MIPS shall hold a valid teaching certificate issued by the State Board of Education under the Code, to the extent required under the Code and all other requirements as established by the Michigan Department of Education, the Authorizer, and state and federal law.

U. Reimagine shall provide support staff, in compliance with the Charter Contract and within Budget parameters, qualified in the areas required for Reimagine to satisfy its responsibilities to MIPS. The parties anticipate that such support staff may include clerical staff, administrative assistants and director, bookkeeping staff, maintenance personnel, and the like.

V. Reimagine shall pay social security, unemployment, and any other taxes required by law to be paid on behalf of its employees assigned to MIPS. Unless required by applicable laws, Reimagine shall not make payments to the Michigan Public School Employees' Retirement System or any other public retirement system.

W. Reimagine will be responsible for all necessary employee pension and welfare benefit plan requirements as required by law.

X. Reimagine shall not assign any of its employees, agents, or other individuals to perform any Services under this Agreement except as permitted under Revised School Code Sections 1230, 1230a, 1230b, and related provisions of the Code pertaining to criminal background checks and unprofessional conduct checks. Reimagine shall conduct criminal background checks and unprofessional conduct checks on its employees that are assigned to MIPS and all subcontractors' assigned to regularly and continuously work under contract in MIPS as required by law, as a public school academy under the Code.

Ovid-Elsie Area Schools
Educational Service Provider Information Sheet
Exhibit B

Pursuant to Section A, Academy Board Due Diligence, of the Educational Service Provider ("ESP") Policies established by Ovid-Elsie Area Schools, prior to executing an agreement with an ESP, the Academy Board shall perform sufficient due diligence to establish that the ESP has the appropriate financial resources, educational services, and managerial experience to provide the contracted services. Prior to contracting with an ESP, the Academy Board shall obtain sufficient information to conclude that the ESP Agreement is in the best financial and educational interest of the Academy. At a minimum, and prior to the execution of an ESP Agreement, the Academy Board shall provide the following information to the Ovid-Elsie Board:

ESP Name: Reimagine Education LLC
ESP Contact Person: Dr. William Skilling
Address: 7034 E. Court Street City, State, Zip: Davison, MI 48423
Telephone: 706-972-9304 Fax: _____ Email: skilling@reimaginek12education.org

In the spaces below (or on a separate sheet), please list the names of all ESP owners, shareholders, directors, and/or officers.

Name	Phone Number	Address
<u>William K. Skilling</u>	<u>706-972-9304</u>	<u>153 Hallmark Place</u> <u>Dahlonega, GA 30533</u>
<u>Andrew Hurlburt</u>	<u>586-291-5856</u>	<u>88 Paradise Court</u> <u>Metamora, MI 48455</u>
<u>Narenda Singh Taxak</u>	<u>248-342-8869</u>	<u>7603 Thomas Court</u> <u>Shelby Twp, MI 48317</u>
<u>Katherine Woodry Caron</u>	<u>810-348-2737</u>	<u>2836 S. Elba</u> <u>Lapeer, MI 48446</u>

Indicate the organizational structure of the ESP: **FOR PROFIT**

☒ **For Profit** State of Incorporation: Michigan
☐ Non-Profit Has the ESP obtained authorization to do business in
☐ Limited Liability Corporation Michigan? ☐ **Yes** ☐ No
Other: _____

In the space below, provide the following information on the ESP's primary banking institution:

Bank Name: Chase Bank Contact Person: _____
Address: _____ Telephone: _____

In the space below, provide the following information on the ESP's legal counsel:

Firm Name: Clark Hill PLC Contact Person: Ann L. VanderLaan
Address: 151 S. Old Woodward, Suite 200, Birmingham, MI 48009
Telephone: 248-988-5876

In the space below, provide the following information on the firm providing accounting or auditing services to the ESP:

Firm Name: Robins, Eskew, Smith & Jordan Contact Person: Sam Jones
Address: 2055 Sugarloaf Circle, Suite 75, Duluth, GA 30097
Telephone: 770-271-7422

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MICHIGAN
INTERNATIONAL
PREP SCHOOL

DESCRIPTION OF STAFF RESPONSIBILITIES

Pursuant to Applicable Law and the Terms and Conditions of this Contract, Michigan International Prep Schools (“MIPS” or the “Academy”) will contract with Reimagine Education Management System, LLC, educational service provider (“Reimagine”), pursuant to the terms of an Educational Products and Services Agreement that will be reviewed and approved by the Ovid-Elsie Area Board of Education (“Ovid-Elsie” or the “Authorizer”).

Pursuant to the terms and conditions of the Educational Products and Services Agreement, Reimagine will provide MIPS with a range of services as permitted by the Revised School Code, including accounts payable/accounts receivable, management, personnel management, payroll and accounting, curriculum development, and professional development services for staff and teachers.

Where appropriate, Reimagine will assist MIPS in remaining compliant with the terms and conditions of the MIPS charter contract requirements, the Revised School Code, and all rules and regulations established by the Michigan Department of Education (“MDE”) and other regulatory bodies. As applicable, the MIPS Board of Directors shall annually certify to Ovid-Elsie that all staff possess the necessary credentials, or are in the process of obtaining the necessary credentials, required by MCL 380.1246 and the Rules promulgated by the Superintendent of Public Instruction, with the aforementioned necessary documentation being supplied by the Reimagine to the MIPS Board of Directors.

The MIPS Board of Directors will be responsible for establishing policies aimed at ensuring operational and academic performance along with the fiscal stability of MIPS. In establishing such policies, the MIPS Board of Directors may request appropriate input and assistance from Reimagine personnel, but remain solely responsible for establishing such policies. Further, the MIPS Board of Directors shall remain fully and directly accountable to Ovid-Elsie as the Authorizer, MDE, and other regulatory bodies for the lawfully compliant operation of MIPS. MIPS shall utilize only those teachers, leaders/administrators, and others will meet all Michigan certification requirements and such certification will be a pre-condition to employment.

The Education Service Provider Agreement between MIPS Board of Directors and Reimagine will establish the staffing functions that Reimagine will be responsible for providing to MIPS.

The following are examples of positions and their descriptions that may be provided by Reimagine and assigned to work at MIPS per the terms of an Educational Products and Services Agreement. The positions may change or be modified based on the needs of MIPS.



MICHIGAN
INTERNATIONAL
PREP SCHOOL

Position: Teacher

Summary: A teacher is highly qualified, state certified teacher responsible for delivering specific course content in which they are certified in an on-line and center-based environment. Teachers are responsible for instruction, support, guidance, managing the learning process, and individualizing instruction and support to meet the individual needs of students. Teachers monitor student progress, work actively with students and parents to support the success of student learning. Teachers actively communicate with various stakeholders and are responsible for organizational tasks as assigned.

Position: Special Education Teacher

A teacher is highly qualified, state certified teacher responsible for FAPE and delivering specific course content in which they are certified in an on-line and center-based environment. Special Education Teachers assist in developing and complying with Individualized Educational Plans (IEP), provide instruction, support and guidance, manage the learning process, and focus on students' individual needs. Special Education Teachers monitor student progress, work actively with students and parents support to support the success of student learning. Special Education Teachers actively communicate with various stakeholders and are responsible for organizational tasks as assigned.

Position: Superintendent

The superintendent serves as chief executive officer and chief administrative officer for Reimagine managed school; implements the school's strategies and budget; and oversees the implementation of school marketing and enrollment initiatives. The role includes being the liaison and ambassador for Reimagine with community, community and business leaders, civic groups; ensures compliance with the requirements of federal, state and local agencies; and selects, develops and retains highly qualified and effective staff. The Superintendent will always be the exemplar in qualities associated with educational leadership and professionalism; uses data to drive academic decision- making; and ensures instruction is targeted to meet student's individual needs.

Position: Director of Operations

The Director of Operations will provide and assist MIPS with business services, human resources, and facilities management services. Works closely with the Superintendent to coordinate the overall efficiency and effectiveness of operating the school. Also, assists the Superintendent with all compliance requirements of MDE, Revised School Code, terms of the management agreement, and requirements of Ovid-Elsie.

Position: Administrative Assistant

Administrative Assistant provides support services to the School Office staff including mail, phone calls, greeting guests, ordering supplies, maintaining office equipment, and other duties as assigned. The Administrative Assistant also coordinates events, assists with special projects as requested, and is attentive to facilitating effective communication among staff, families, and community.



MICHIGAN
INTERNATIONAL
PREP SCHOOL

Position: Center Directors

Center Directors are teachers who serve as the lead teacher and is responsible for the academic, social and emotional needs of students. They work with the teachers and mentors to ensure that all the needs of the students are being met, including but not limited to connecting student with the social worker, outside support systems, and/or bringing the students support team together to better meet the needs of the students.

Position: Guidance Counselor

The Guidance Counselor promotes student success by providing preventive services and responding to identified needs through implemented of a comprehensive school counseling program that helps guide all learners in their academic success, personal and social development, and career and college planning. Services are provided through guidance curriculum, individual educational planning, responsive services and support services.



MICHIGAN INTERNATIONAL PREP SCHOOL

Job Description for Art Teacher

Overview: Reimagine Education, LLC is a privately-owned management company for Michigan International Prep School, a publicly funded Cyber Charter School.

Philosophy: At Michigan International Prep School, we want our students to pursue what makes them different. No two people are identical, and it doesn't make sense to treat them like they are. That's why we create a unique learning pathway for every MIPS learner, built around their talents, interests, location, and schedule. Students are first in our school.

Position Description: We are looking for an educational innovator to create a comprehensive K-12 Art program for our diverse population of students that live all across Michigan. If selected, you will be asked to create and deliver an engaging Art curriculum that will help students discover their creative potential that could potentially lead to a future career in the Arts. Our K-12 Art Instructor will be part of a Pioneering team that is creating a never before seen encompassing online Arts program that draws out creative potential in all students in the areas of Music, Art, Theatre and Dance.

Qualifications	Essential Duties
<p>CORE CANDIDATE COMPETENCIES:</p> <ul style="list-style-type: none">• Proven ability to effectively draw out student love of art and discovery of creative potential• Proven innovator of art curriculum development• Experience in synchronous/live and asynchronous online art instruction• Ability to create high quality teaching videos to provide asynchronous supplemental instruction• Proven tech savvy to create and deliver exceptional online delivery of art instruction utilizing tools such as Google Docs, website development, Zoom, Camtasia, and other relevant industry tools <p>CORE CANDIDATE CHARACTERISTICS:</p> <ul style="list-style-type: none">• Highly creative• Pioneering spirit• Team player• Strong sense of ethics• Passionate educator with a strong desire to connect with students	<p>EXPECTED YEAR ONE ART OFFERINGS:</p> <ul style="list-style-type: none">• K-5 Fundamentals of Art as part of a Creative Arts Rotation (Music, Art, Theatre)• 6-8 Fundamentals of Art 9-12 Graphic Design• 9-12 Drawing & Painting I• 9-12 Art Elective (from courses of interest) <p>COURSES OF INTEREST FOR FUTURE DEVELOPMENT: Yearbook, Ceramics/Pottery, Graphic Design, Game Design, Animation, Web Design, Video, Photography</p> <p>PHYSICAL ACTIVITIES/REQUIREMENTS: Physical activities include lifting and carrying materials, walking, stooping, kneeling, talking, hearing, and observing:</p> <ul style="list-style-type: none">• Teacher must honor written Board Policies and Administrative Regulations• Teacher must be able to work from a designated Learning Lab as scheduled• Teacher must be able to stand for a minimum of 30 minutes at a time• Teacher must be able to lift 25lbs• Teacher must be able to move throughout the Learning Lab• Teacher must be able to sit in chair for long intervals



MICHIGAN INTERNATIONAL PREP SCHOOL

Job Description for Academic Success Coach

Overview: Reimagine Education, LLC is a privately-owned management company for Michigan International Prep School, a publicly funded Cyber Charter School.

Philosophy: At Michigan International Prep School, we want our students to pursue what makes them different. No two people are identical, and it doesn't make sense to treat them like they are. That's why we create a unique learning pathway for every MIPS learner, built around their talents, interests, location, and schedule. Students are first in our school.

Position Description: Reimagine Education, LLC is seeking an innovative Academic Success Coach who will play a critical role in the Michigan International Prep School. This position has primary responsibilities of building relationships with our Total Package Hockey students and parents. This person will have the ability to work well with other teachers, staff, students, and parents while handling multiple tasks. The successful candidate will be comfortable with productive change and embrace the opportunity to be part of a team reshaping the way students engage in and demonstrate learning. This position will report directly to the Director of Curriculum and Instruction.

Qualifications	Essential Duties
<ul style="list-style-type: none"> Bachelors Degree or higher. (Meeting Highly Qualified Status) Experience with substitute teaching and/or tutoring (preferred) Experience with online school platforms Familiarity with the lifestyle of elite athletes, specifically with student athletes that play hockey Background as a former athlete (preferred) Ability to handle multiple tasks at once in an effective manner Works well with a team Effective in managing multiple students of varying ages and academic abilities Very strong customer service skills and strong communicator Maintain a positive "can do" attitude Face challenges with students and have mindset that every student is different and their education should be personalized to them. No student will slip through the cracks A pleasant personality and positive attitude toward working with administration, staff, and parents. Build a village around the students and families Be a self-starter and an independent thinker Technological skills, computer knowledge and ability to rapidly adapt to new technology (Chrome, Google, and etc) 	<ul style="list-style-type: none"> Academic Success Coach creates a welcoming environment within the Center of Excellence fostering personalized learning, respect, and communication among students, teachers, caretakers, coaches, school administration and themselves. Academic Success Coach assists students with their coursework by: <ul style="list-style-type: none"> Encouraging communication between the student and his/her teachers (both in-person and virtually) Assist with study strategies and time management techniques Encouraging and directing students to use live and online resources when support is needed, Assist with course work as appropriate, and Keeping an emotionally safe and motivating environment Displays understanding of student differences and applies this knowledge to coordinate the necessary support among the staff. Monitors students' academic performance in courses and verifies completion of lessons and assessments Maintains regular communication with students' teachers, Information related to student performance, attitude, and other observations is shared with teachers in a collaborative and timely manner Familiarize with school's escalation policy and ensures students understand all requirements (e.g., attendance, participation) Coordinates meetings between teachers, caretakers and school administration, as needed, to discuss students who are in escalation, set goals and establish a timeline for improvement Help students to build soft skills including communication, time management, goal setting, good habits, and self-reflection Keep detailed records and notes of communication with students and families Conduct student orientations and clearly communicates expectations of being a MIP's Student Develop and maintain students' Educational Development Plan (EDP) Help students find their "Pathway" and electives that help them develop towards their future plan Be part of the team for IEP's and 504's, work with Special Education Teachers to ensure students are getting their educational needs met Build rapport with students' parents to help them be part of the "Village" for the student Attend all required meetings including Professional Development and staff meetings Know your students and be an advocate for them Carry out other duties and obligations that are determined to facilitate the school's mission, goals, standards, and Education Program Employee must honor written Board Policies and Administrative Regulations Employee must be able to work from a designated Learning Lab as scheduled Employee must be able to stand for a minimum of 30 minutes at a time Employee must be able to lift 25lbs Employee must be able to move throughout the Learning Lab Employee must be able to sit in chair for long intervals



MICHIGAN INTERNATIONAL PREP SCHOOL

Job Description for Director of Adult Learning and Counseling Services

Overview: Reimagine Education, LLC is a privately-owned management company for Michigan International Prep School, a publicly funded Cyber Charter School.

Philosophy: At Michigan International Prep School, we want our students to pursue what makes them different. No two people are identical, and it doesn't make sense to treat them like they are. That's why we create a unique learning pathway for every MIPS learner, built around their talents, interests, location, and schedule. Students are first in our school.

Position Description: Reimagine Education, LLC is seeking an innovative Director of Adult Learning and Counseling Services who will provide leadership and vision in the ongoing planning, implementation, development, direction, review and evaluation of the district's Adult Learning Program and Counseling Services., This person will ensure that the district education objectives are aligned to state frameworks and to instructional practices that yield the highest standards of student achievement and instructional excellence. This position will be under the Supervision of the Director of Curriculum and Instruction with guidance from Executive Director of College and Career Advancements.

Qualifications	Essential Duties
<ul style="list-style-type: none">• Master's Degree or equivalent preferred• Current Michigan Teaching Certificate.• Five Years in Classroom experience• Data and assessment experience preferred• Effective Training experience preferred• Experience in demonstrated successful implementation of best teaching practices in at least one core area• Ability to effectively present information and respond to inquiries or complaints from students, parents, staff, regulatory agencies and/or community members• Ability to handle multiple tasks at once in an effective manner• Works well with a team• Very strong customer service skills and strong communicator• Maintain a positive "can do" attitude• Face challenges with the focus on creating a better educational model for our students• Be a self-starter and an independent thinker.• Technological skills, computer knowledge and ability to rapidly adapt to new technology (Chrome, Google, and etc.).• Demonstrate ability to plan and evaluate strategies for improving instruction	<ul style="list-style-type: none">• Be the Teacher of Record for CR Social Studies in Edge and regular Social Studies classes for Adult Learning in intervention• Support scheduling Academic Advising, schedule changes, graduation audits, adding/requesting classes in platforms, etc.• Coordination and continued development of the Adult Learner Program (age 20+) while working in conjunction with mentors.• Be a liaison with content teacher to approve completion options and course adjustments• Prepare monitor progress of all students identified for Board Approval• Prepare Reports as needed for Board Approval• Proctor all test outs for adult students throughout the year• Organize the Troubleshooting process for online curriculum for Adult Learners• Serve as an on-call general education teacher for IEP meetings• Ensure that Adult Ed Program are effectively implementing all current and new initiatives.• Support the Student First-customer service module adopted by RE & Michigan International Prep School and ensure all Staff is supporting this initiative.• Academic Advising Team, by attending all meetings and assist in coordinating support, and be a representative for adult learning strategies• Carry out other duties and obligations that are determined to facilitate the school's mission, goals, standards, and Education Program• Employee must honor written Board Policies and Administrative Regulations• Employee must be able to work from a designated Learning Lab as scheduled• Employee must be able to stand for a minimum of 30 minutes at a time• Employee must be able to lift 25lbs• Employee must be able to move throughout the Learning Lab• Employee must be able to sit in chair for long intervals

Reimagine Education, LLC is an Equal Opportunity Employer. The position is subject to Reimagine Education, LLC policy, rules, and regulations. As Equal Opportunity/Affirmative Action Employer, It is the policy of the Michigan International Prep School and Reimagine Education, LLC that no person shall on the basis of race, religion, color, national origin, sex, age or disability be excluded from participation and be denied the benefits, or be subjected to discrimination under program or activity and in employment, further Reimagine Education, LLC strictly adheres to the provision of Title VI of the Civil Rights Acts of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 and all Michigan Department of Education policies and regulations prohibiting discrimination.



MICHIGAN INTERNATIONAL PREP SCHOOL

Job Description for Director of College and Career Advancements

Position Description: Reimagine Education LLC, is seeking an innovative Director of College and Career Advancements who will provide leadership and vision in the ongoing planning, implementation, development, and direction of student class advancements. This person will ensure that the district education objectives are aligned with the state frameworks and to yield the highest standards of school achievement and instructional excellence. This position will be under the supervision of the Superintendent of Schools.

Qualifications	Essential Duties
<ul style="list-style-type: none">• Master's Degree or Higher• Current Elementary and Secondary Administrative Certification• Data and assessment experience preferred• Effective Training experience preferred• Experience in demonstrated successful implementation of best practices• Ability to effectively present information and respond to inquiries or complaints from students, parents, staff, regulatory agencies and/or community members• Must develop genuine and positive relationships with students, staff, and parents/guardians• Ability to handle multiple tasks at once in an effective manner.• Works well with a team.• Very strong customer service skills.• Maintain a positive "can do" attitude.• Be a strong communicator• Face challenges with the focus on creating a better educational model for our students• Technological skills (Chrome, Google, and etc.).• Ability to establish and maintain effective public and working relationships• Ability to relate to students in a manner to elicit their cooperation.• Ability to understand and effectively carry out instructions.• Ability to exercise mature judgment in controlling student behavior.	<ul style="list-style-type: none">• Develop and implement instructional programs in Employee's areas of expertise in accordance with the Educational Program established or approved by the school• Evaluate the viability of additional instructional programs as part of the students Educational Program or approved by the school• Support and implement all new initiatives.• Ensure that all staff are effectively implementing all current and new initiatives• Prepare reports and materials to provide administrative staff and Board of Education with information relative to new programs for students• Cooperate with College and University officials regarding dual enrollment for students• Develop and implement all new processes for enrollment in Career Advancement classes• Develop and implement all new process for student Dual Enrollment• Prepare a variety of presentations, reports and correspondence regarding Career and College activities and/or issues; prepare and maintain a variety of extensive and detailed documents, files, and related records for auditing purposes• Support the Student First customer service model adopted by Michigan International Prep School and ensure all staff are supporting this initiative• Attend staff and committee meetings• Be informed of all policies and procedures.• To be informed of all policies and procedures.• Other duties as assigned by administration.• Must honor written Board Policies and Administrative Regulations.• Must be able to stand for a minimum of 30 minutes at a time.• Must be able to lift 25lbs.• Must be able to sit in a chair for long intervals.

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MICHIGAN INTERNATIONAL PREP SCHOOL

Job Description for Director of Curriculum and Instruction

Position Description: Reimagine Education, LLC is seeking an innovative Director of Curriculum and Instruction who will provide leadership and vision in the ongoing planning, implementation, development, direction, review and evaluation of the district's curriculum and instructional services, and evaluation services. This person will ensure that the district education objectives are aligned to state frameworks and to instructional practices that yield the highest standards of student achievement and instructional excellence.

Qualifications	Essential Duties
<ul style="list-style-type: none">• Master's Degree in Curriculum and Instruction or equivalent preferred• Current Michigan Teaching Certificate.• Five Years in Classroom experience• Data and assessment experience preferred• Effective Training experience preferred• Experience in demonstrated successful implementation of best teaching practices in at least one core area• Ability to effectively present information and respond to inquiries or complaints from students, parents, staff, regulatory agencies and/or community members• Ability to handle multiple tasks at once in an effective manner• Works well with a team• Very strong customer service skills and strong communicator• Maintain a positive "can do" attitude• Face challenges with the focus on creating a better educational model for our students• Be a self-starter and an independent thinker.• Technological skills, computer knowledge and ability to rapidly adapt to new technology (Chrome, Google, and etc.).• Demonstrate ability to plan and evaluate strategies for improving instruction	<ul style="list-style-type: none">• Support all aspects of district instructional and curriculum integration• Make recommendation pertaining to policy and procedures to the Superintendent• Coordinate and supervise the Instruction program for the district• Provide leadership and direction for the development, revision and continuous improvement of district curriculum, resources, and professional development• Recommend budgets to meet the objectives of the office and operate within budget• Prepare reports and materials to provide administrative staff and the Board of Education with information relative to the instructional program• Audit teaching staff for Highly Qualified status• Coordinate teaching and learning coaches• Attends board meetings and prepares reports for the Superintendent upon request• Support all implementation of new initiatives. Ensure that all employees are effectively implementing all current and new initiatives.• Support the Student First-customer service module adopted by RE & Michigan International Prep School and ensure all Staff is supporting this initiative.• Develop and implement an instructional and professional development plan for the instructional staff.• Co-Administer in the Accreditation processes• Co-Coordinate and monitor the district school improvement process;• Carry out other duties and obligations that are determined to facilitate the school's mission, goals, standards, and Education Program• Teacher must honor written Board Policies and Administrative Regulations• Teacher must be able to work from a designated Learning Lab as scheduled• Teacher must be able to stand for a minimum of 30 minutes at a time• Teacher must be able to lift 25lbs• Teacher must be able to move throughout the Learning Lab• Teacher must be able to sit in chair for long intervals

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MICHIGAN INTERNATIONAL PREP SCHOOL

Job Description for Director of Program Advancement

Position Description: Reimagine Education LLC, is seeking an innovative Director of Program Advancement who will provide leadership and vision in the ongoing planning, implementation, development, direction, and review of instructional programs, accreditation, and school improvement plans. This person will ensure that the district education objectives are aligned with the state frameworks and to yield the highest standards of school achievement and instructional excellence. This position will be under the supervision of the Superintendent of Schools.

Qualifications	Essential Duties
<ul style="list-style-type: none">• Master's Degree or Higher• Current Elementary and Secondary Administrative Certification• Data and assessment experience preferred• Effective Training experience preferred• Experience in demonstrated successful implementation of best practices• Ability to effectively present information and respond to inquiries or complaints from students, parents, staff, regulatory agencies and/or community members• Must develop genuine and positive relationships with students, staff, and parents/guardians• Ability to handle multiple tasks at once in an effective manner.• Works well with a team.• Very strong customer service skills.• Maintain a positive "can do" attitude.• Be a strong communicator.• Face challenges with the focus on creating a better educational model for our students.• Technological skills (Chrome, Google, and etc.).• Ability to establish and maintain effective public and working relationships.• Ability to relate to students in a manner to elicit their cooperation.• Ability to understand and effectively carry out instructions.• Ability to exercise mature judgment in controlling student behavior.	<ul style="list-style-type: none">• Develop and implement instructional programs in Employee's areas of expertise in accordance with the Educational Program established or approved by the school• Participate in cooperative efforts among teachers, staff, and students with regard to programmatic development and improvement, extracurricular, and other activities as part of the Educational Program• Support the Student First customer service model adopted by Michigan International Prep School and ensure all staff are supporting this initiative• Conduct general to complex research to identify funding opportunities and new program areas to match District priorities; develop and respond to government, corporate, foundation and private funding prospects• Work closely with District staff to develop and transform ideas into grant proposals, interact with stakeholders involved in grant-funding activities; serve as a liaison with program staff to gain complete understanding of the programs in order to deliver proposals designed to maximize grant awards• Lead the accreditation process with staff, leadership, students, and families• Prepare a variety of presentations, reports and correspondence regarding accreditation compliance, activities and/or issues; prepare and maintain a variety of extensive and detailed documents, files, and related records for auditing purposes• Lead the staff, students, and families on the District School Improvement plan• Maintain and implement funding calendar activities, submit progress reports.• Prepare a variety of presentations, reports and correspondence regarding grants' status, compliance activities and/or issues; prepare and maintain a variety of extensive and detailed documents, files, and related records for auditing purposes• Attend staff and committee meetings• Be informed of all policies and procedures.• To be informed of all policies and procedures.• Other duties as assigned by administration.• Must honor written Board Policies and Administrative Regulations.• Must be able to stand for a minimum of 30 minutes at a time.• Must be able to lift 25lbs.• Must be able to sit in a chair for long intervals.

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MICHIGAN INTERNATIONAL PREP SCHOOL

Job Description for Elementary Mentor

Position Description: Reimagine Education, LLC is seeking an Elementary Mentor Teacher who will play a critical role in the Michigan International Prep School. This position has primary responsibility for supporting students and teachers for Michigan International Prep School and Reimagine Education, LLC. These include, but are not limited to, all state and school policies and procedures pertaining to curriculum and instruction. The successful candidate will display keen attention to detail, possess a variety of complex computer skills, critical thinking skills, and a keen sense of having strong organization skills for a complex and ever-changing environment.

Qualifications	Essential Duties
<ul style="list-style-type: none">Valid Teaching Certificate for Michigan.Ability to handle multiple tasks at once in an effective mannerAbility to analyze curriculum in accordance with established standardsWorks well with a teamVery strong customer service skillsMaintain a positive “can do” attitudeBe a strong communicatorFace challenges with the focus on creating a better educational model for our studentsBe a self-starter and an independent thinker.Primary focus is in supporting elementary students and families in making progress and learning in the virtual school environment.Computer KnowledgeTechnological skills (Chrome, Google, and etc.). Must be able to adapt to new technology rapidlyDemonstrate ability to plan and evaluate strategies for improving instructionA pleasant personality and positive attitude toward working with administration, staff, and community members.	<ul style="list-style-type: none">Develop trusting relationships with students assigned to the Mentor TeacherProvide individual & small group instruction in person and onlineMonitor student progress weekly and help the student stay on track in learning and completing courses successfully and on timeEstablish and communicate clear expectations and guidelinesCommunicate with school administrators, and parents using email, text messaging, and phone. MIPS requires Mentors to have meaningful conversations with students and families at least twice a weekAbility to work with individual and small groups of students virtually via: Google Meet and ZoomEstablish rapport with students and encourage academic successMeet with the student as needed and keep detailed records of all meetings and communications in the appropriate systemMaintain communication with grade-level teachersHelp interpret instructor feedback by reviewing the assignment and the rubric or grading standards with the studentsAssist with student orientations for newly enrolled studentsProctor NWEA testingWork with the MIPS team in developing motivation strategies for students on the Mentor Teacher caseloadAssist students in developing a schedule that is effective to online learningTo be informed of all policies and proceduresCarry out other duties and obligations as assigned to facilitate the School’s mission, goals, standards, and Education ProgramMentor must honor written Board Policies and Administrative RegulationsMentor must be able to stand for a minimum of 30 minutes at a timeMentor must be able to lift 25lbsMentor must be able to sit in chair for long intervals

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MICHIGAN INTERNATIONAL PREP SCHOOL

Job Description for Elementary Teacher

Position Description: Reimagine Education, LLC is seeking An Elementary Teacher who will play a critical role in the Michigan International Prep School. This position has primary responsibility for supporting students and teachers for Michigan International Prep School and Reimagine Education, LLC. These include, but are not limited to, all state and school policies and procedures pertaining to curriculum and instruction. The successful candidate will display keen attention to detail, possess a variety of complex computer skills, critical thinking skills, and a keen sense of having strong organization skills for a complex and ever-changing environment.

Qualifications	Essential Duties
<ul style="list-style-type: none">• Valid Teaching Certificate for Michigan.• Ability to handle multiple tasks at once in an effective manner• Ability to analyze curriculum in accordance with established standards• Works well with a team• Very strong customer service skills• Maintain a positive “can do” attitude• Be a strong communicator• Face challenges with the focus on creating a better educational model for our students• Be a self-starter and an independent thinker.• Primary focus is in supporting elementary students and families in making progress and learning in the virtual school environment.• Computer Knowledge• Technological skills (Chrome, Google, and etc.). Must be able to adapt to new technology rapidly• Demonstrate ability to plan and evaluate strategies for improving instruction• A pleasant personality and positive attitude toward working with administration, staff, and community members.	<ul style="list-style-type: none">• Develop trusting relationships with students assigned to the Teacher• Provide individual & small group instruction in person and online• Monitor student progress weekly and help the student stay on track in learning and completing courses successfully and on time• Establish and communicate clear expectations and guidelines• Communicate with school administrators, and parents using email, text messaging, and phone. MIPS requires Teachers to have meaningful conversations with students and families at least twice a week• Ability to work with individual and small groups of students virtually via: Google Meet and Zoom• Establish rapport with students and encourage academic success• Meet with the student as needed and keep detailed records of all meetings and communications in the appropriate system• Maintain communication with grade-level teachers• Help interpret instructor feedback by reviewing the assignment and the rubric or grading standards with the students• Assist with student orientations for newly enrolled students• Proctor NWEA testing• Work with the MIPS team in developing motivation strategies for students on the Teacher caseload• Assist students in developing a schedule that is effective to online learning• To be informed of all policies and procedures• Carry out other duties and obligations as assigned to facilitate the School’s mission, goals, standards, and Education Program• Teacher must honor written Board Policies and Administrative Regulations• Teacher must be able to stand for a minimum of 30 minutes at a time• Teacher must be able to lift 25lbs• Teacher must be able to sit in chair for long intervals



MICHIGAN INTERNATIONAL PREP SCHOOL

Job Description for Executive Director of College and Career Advancements and Director of Student Operations

Position Description: Reimagine Education LLC, is seeking an innovative Executive Director of College and Career Advancements who will provide leadership and vision in the ongoing planning, implementation, development, and direction of student advancements. This person will ensure that the district education objectives are aligned with the state frameworks and to yield the highest standards of school achievement and instructional excellence. This position will be under the supervision of the Superintendent of Schools.

Qualifications	Essential Duties
<ul style="list-style-type: none">• Master's Degree or Higher• Current Elementary and Secondary Administrative Certification• Data and assessment experience preferred• Effective Training experience preferred• Experience in demonstrated successful implementation of best practices• Ability to effectively present information and respond to inquiries or complaints from students, parents, staff, regulatory agencies and/or community members• Must develop genuine and positive relationships with students, staff, and parents/guardians• Ability to handle multiple tasks at once in an effective manner.• Works well with a team.• Very strong customer service skills.• Maintain a positive "can do" attitude.• Be a strong communicator• Face challenges with the focus on creating a better educational model for our students• Technological skills (Chrome, Google, and etc.).• Ability to establish and maintain effective public and working relationships• Ability to relate to students in a manner to elicit their cooperation.• Ability to understand and effectively carry out instructions.• Ability to exercise mature judgment in controlling student behavior.	<ul style="list-style-type: none">• Develop and implement instructional programs in Employee's areas of expertise in accordance with the Educational Program established or approved by the school• Evaluate the viability of additional instructional programs as part of the students Educational Program or approved by the school• Support and implement all new initiatives such as Work-Based Learning, Early Middle College, etc.• Ensure that all staff are effectively implementing all current and new initiatives• Prepare reports and materials to provide administrative staff and Board of Education with information relative to new programs for students• Cooperate with College and University officials regarding dual enrollment for students• Develop and implement all new processes for enrollment in Career Advancement classes• Develop and implement all new process for student Dual Enrollment• Prepare a variety of presentations, reports and correspondence regarding Career and College activities and/or issues; prepare and maintain a variety of extensive and detailed documents, files, and related records for auditing purposes• Support the Student First customer service model adopted by Michigan International Prep School and ensure all staff are supporting this initiative• Oversee all activities related to student enrollment• Oversee counseling department and all things related to scheduling• Develop new initiatives related to student interest that align with all applicable MDE guidelines.• Coordinate all State Assessments for student body• Be a liaison between MIPS and different partners related to LMS for student use• Attend staff and committee meetings• Be informed of all policies and procedures.• To be informed of all policies and procedures.• Other duties as assigned by administration.• Must honor written Board Policies and Administrative Regulations.• Must be able to stand for a minimum of 30 minutes at a time.• Must be able to lift 25lbs.• Must be able to sit in a chair for long intervals.

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MICHIGAN INTERNATIONAL PREP SCHOOL

Job Description for Executive Assistant to the Superintendent

Position Description: Reimagine Education, LLC is seeking an Executive Assistant for the purpose of assisting the Superintendent of Schools, Board of Education members, and district administrators by performing duties needed as an Executive Assistant.

Qualifications	Essential Duties
<ul style="list-style-type: none">• Must have a Bachelor's Degree or Higher• Minimum two years of experience• Ability to handle multiple tasks at once in an effective manner• Experience in office setting, having demonstrated a high level of professionalism, the ability to pace work to meet deadlines and having consistently exhibited a measured response to changeable and/or politically charged situations; understands and is sensitive to confidential information, exercises good judgement• Works well with a team• Maintain a positive "can do" attitude• Has strong communication skills, both verbally and written• Is poised, punctual and enthusiastic• Is exceptionally organized and self-motivated, able to manage complex tasks and assignments• Have mindset that every student is different and their education should be personalized to them. No student will slip through the cracks• Has attention to detail, and a desire to do things well• Can manage stressful situations and respond quickly and creatively to meet the needs• Ability to work in a fast-paced, highly demanding environment	<ul style="list-style-type: none">• Attends all meetings of the Board• Keeps an accurate and permanent record of the proceedings of the Board and publishes minutes of meeting as required by law.• Is responsible for the scheduling of regular and special meetings of the Board and prepares, together with the Superintendent and President of the Board, an agenda setting forth all know items of business to be considered at the meeting as well as information and memos delineating the substance of agenda items<ul style="list-style-type: none">• Disseminates all information regarding Board meetings to Board members, administrators, staff, and other interested citizens in a timely manner and in accordance with state law• Maintains all records of the Board and ensures their safekeeping and availability for public inspection in accordance with state law and district policy• Serves as secretary to Board members requiring clerical assistance in the performance of their office, facilitates in-service training for Board members, locates and disseminates information pertinent to Board duties, and makes meeting registration and travel arrangements for Board members as required by their office• Secures and facilitates the distribution of information between the Superintendent, the Board, district employees, and the public<ul style="list-style-type: none">• Serves as a Confidential Executive Assistant to the Superintendent and is responsible for all clerical duties associated with the effective performance of duties of the Superintendent• Promotes effective public relations through telephone, and written communications with citizens• Responsible for advising the Superintendent of federal and state legislative matters and legal decisions, which affect the district and location information, and maintaining files to keep abreast of such issues• Advises the Superintendent immediately of the existence of any problems deemed to warrant prompt attention, advice or intervention<ul style="list-style-type: none">• Maintains a schedule of appointments and arrangements for conferences and interviews• Analytical aptitude sufficient to handle administrative detail; composition and editing skills; knowledge of correct grammar, punctuation and spelling; ability to edit for clarity, style and intent; competence to clearly organize data and/or information in graphs, charts, lists or presentations for ease of understanding.• Be informed of all policies and procedures.



MICHIGAN INTERNATIONAL PREP SCHOOL

Job Description for School Guidance Counselor

Position Description: The School Guidance Counselor works closely with the Academic Advising team and the Director of Curriculum and Instruction to promote student success by collaborating effectively and providing guidance to parents/guardians, teachers, mentors, administrators on educational and occupational goals. The person in this role will provide guidance and oversight of scheduling, transcript evaluation, and progress towards meeting MIPS graduation requirements.

Qualifications	Essential Duties
<ul style="list-style-type: none">• Michigan Teacher Certificate with a Guidance Counselor Endorsement (NT) or a School Guidance Counselor License issued by the Michigan Department of Education (MDE)• Masters Degree is required.• Meet Highly Qualified standard under ESSA.• Knowledge of Michigan Merit Curriculum and current graduation requirements.• Knowledge of NCAA requirements for high school students planning to pursue athletics in college.• Experience in a school setting.• Must develop genuine and positive relationships with students.• Experience with integrating technology into the learning process.• Ability to maximize technology for effective communication with students, staff, and parents.• Ability to handle multiple tasks at once in an effective manner.• Works well with a team.• Very strong customer service skills.• Maintain a positive "can do" attitude.• Be a strong communicator.• Face challenges with the focus on creating a better educational model for our students.• Technological skills (Chrome, Google, and etc.). Must be able to adapt to new technology rapidly.	<ul style="list-style-type: none">• Provide high quality academic advising and course scheduling support that aligns with the District's educational vision and mission and the MMC requirements.• Conduct individual and group advising sessions for students.• Coordinate ongoing systemic activities designed to assist students in establishing personal goals and developing future plans.• Organize and facilitate sessions related to college and/or career planning.• Provide responsive services designed to meet students' immediate needs and concerns. Responsive services may include academic advising in individual or small group settings.• Maintain accurate confidential records.• Communicate with school administrators, and parents using email, text messaging, and phone.• Ability to work with students virtually via: Google Meet and in person.• Assist students in developing a schedule that is effective to online learning.• Evaluate transcripts to determine credits earned and progress toward graduation.• To be informed of all policies and procedures.• A pleasant personality and positive attitude toward working with administration, staff, and community members. Evidence of ability to establish working relationships that result in increased efficiency and effectiveness



MICHIGAN INTERNATIONAL PREP SCHOOL

Job Description for Inventory and Facilities Technician

Position Description: Reimagine Education, LLC is seeking an Inventory and Facilities Technician who will provide and maintain an up-to-date inventory of all MIPS property including computers, furniture, equipment, supplies, etc. The individual will also provide cleaning services for the Davison Lab on a weekly basis as part of her regular weekly duties. This position will be under the supervision of the Executive Assistant to the Superintendent.

Qualifications	Essential Duties
<ul style="list-style-type: none">• Inventory experience preferred• Current Michigan driver's license• Previous experiencing in a supervisory role for a cleaning crew preferred• Experience cleaning office or professional buildings• Works well with a team• Very strong customer service skills and strong communicator• Maintain a positive "can do" attitude• Be a self-starter and an independent thinker	<ul style="list-style-type: none">• Maintain up-to-date inventory of all MIPS property including computers, furniture, equipment, supplies, etc.• Process all incoming packages and shipments, including tagging and entering the information into the inventory logs.• Work with the technology staff to maintain inventory of student computers, including returns/used equipment• Providing weekly cleaning services for the Davison Lab, as determined by Executive Assistant to the Superintendent• Maintain adequate supplies for cleaning (work with Executive Assistant to the Superintendent to order as needed)• Employee must honor written Board Policies and Administrative Regulations• Employee must be able to work from a designated Learning Lab as scheduled

Reimagine Education, LLC is an Equal Opportunity Employer. The position is subject to Reimagine Education, LLC policy, rules, and regulations. As Equal Opportunity/Affirmative Action Employer, It is the policy of the Michigan International Prep School and Reimagine Education, LLC that no person shall on the basis of race, religion, color, national origin, sex, age or disability be excluded from participation and be denied the benefits, or be subjected to discrimination under program or activity and in employment, further Reimagine Education, LLC strictly adheres to the provision of Title VI of the Civil Rights Acts of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 and all Michigan Department of Education policies and regulations prohibiting discrimination.



MICHIGAN INTERNATIONAL PREP SCHOOL

Job Description for Mentor

Position Description: Reimagine Education, LLC is seeking an innovative Mentor who will play a critical role in the Michigan International Prep School. This position has primary responsibilities of building relationships. This person will have the ability to work well with other teachers, staff, students, and parents while handling multiply tasks. The successful candidate will be comfortable with productive change and embrace the opportunity to be part of a team reshaping the way students engage in and demonstrate learning. This position will report directly to the Director of Curriculum.

Qualifications	Essential Duties
<ul style="list-style-type: none">• Associates degree or higher. (Meeting Highly Qualified Status)• Work and collaborate to make everyone around you better including staff and students.• Ability to handle multiple tasks at once in an effective manner• Works well with a team• Very strong customer service skills and strong communicator• Maintain a positive “can do” attitude• Face challenges with students and have mindset that every student is different and their education should be personalized to them. No student will slip through the cracks• Build a village around the students and families• Be a self-starter and an independent thinker• Technological skills, computer knowledge and ability to rapidly adapt to new technology (Chrome, Google, and etc)	<ul style="list-style-type: none">• Responsible for building a relationship and personal connection with students and parents• Set weekly, monthly and yearly goals that are both academic and non-academic with students and track them daily to ensure success• Provide progress reports weekly to students and parents• Help students to build soft skills including communication, time management, goal setting, good habits, and self-reflection• Keep detailed records and notes of communication with students and families• Conduct student orientations and clearly communicates expectations of being a MIP’s Student• Connect students with teachers, administrators, and staff as needed.• Develop and maintain students’ Educational Development Plan (EDP)• Help students find their “Pathway” and electives that help them develop towards their future plan• Be part of the team for IEP’s and 504’s, work with Special Education Teachers to ensure students are getting their educational needs met• Build rapport with students’ parents to help them be part of the “Village” for the student• Assist with student registration and enrollment• Activate classes in the learning platform based on student schedule and maintain target/end dates• Create and update google classroom to keep students informed and engaged• Attend all required meetings including Professional Development and staff meetings• Help students find their “Why” and what comes after school• Know your students and be an advocate for them• A pleasant personality and positive attitude toward working with administration, staff, and parents.• Carry out other duties and obligations that are determined to facilitate the school’s mission, goals, standards, and Education Program• Mentor must honor written Board Policies and Administrative Regulations• Mentor must be able to work from a designated Learning Lab as scheduled

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MICHIGAN INTERNATIONAL PREP SCHOOL

Job Description for Lead Relationship Coordinator

Position Description: Reimagine Education, LLC is seeking an innovative Lead Relationship Coordinator who will play a critical role in the Michigan International Prep School. This position has primary responsibilities of building relationships with students, families, staff, and community. This person will have the ability to work well with other teachers, staff, students, and parents while handling multiply tasks. The successful candidate will be comfortable with productive change and embrace the opportunity to be part of a team reshaping the way students engage in and demonstrate learning. This position will report directly to the Superintendent of Schools.

Qualifications	Essential Duties
<ul style="list-style-type: none">• Associates degree or higher. (Meeting Highly Qualified Status)• Work and collaborate to make everyone around you better including staff and students.• Ability to handle multiple tasks at once in an effective manner• Works well with a team• Very strong customer service skills and strong communicator• Maintain a positive “can do” attitude• Face challenges with students and have mindset that every student is different and their education should be personalized to them. No student will slip through the cracks• Build a village around the students and families• Be a self-starter and an independent thinker• Technological skills, computer knowledge and ability to rapidly adapt to new technology (Chrome, Google, and etc)	<ul style="list-style-type: none">• Responsible for building a relationship and personal connection with students and parents• Set weekly, monthly and yearly goals that are both academic and non-academic with students and track them daily to ensure success• Provide progress reports weekly to students and parents• Help students to build soft skills including communication, time management, goal setting, good habits, and self-reflection• Keep detailed records and notes of communication with students and families• Conduct student orientations and clearly communicates expectations of being a MIP’s Student• Connect students with teachers, administrators, and staff as needed.• Develop and maintain students’ Educational Development Plan (EDP)• Help students find their “Pathway” and electives that help them develop towards their future plan• Know your students, families, and community and be an advocate for them• Collaborate with community members to connect students, families and staff to expand learning opportunities and community services• Help students find their “Why” and what comes after school• Keeping families and community up to date as to events going on within the school• Fosters development, planning, and implementation of parent/guardian and community engagement efforts that promote a culture of respect and value for all families in the educational process.• Attend all required meetings including Professional Development and staff meetings• A pleasant personality and positive attitude toward working with administration, staff, and parents.• Carry out other duties and obligations that are determined to facilitate the school’s mission, goals, standards, and Education Program• Mentor must honor written Board Policies and Administrative Regulations

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MICHIGAN INTERNATIONAL PREP SCHOOL

Job Description for Director of Program Advancement

Position Description: Reimagine Education LLC, is seeking an innovative Director of Program Advancement who will provide leadership and vision in the ongoing planning, implementation, development, direction, and review of instructional programs, accreditation, and school improvement plans. This person will ensure that the district education objectives are aligned with the state frameworks and to yield the highest standards of school achievement and instructional excellence. This position will be under the supervision of the Superintendent of Schools.

Qualifications	Essential Duties
<ul style="list-style-type: none">• Master's Degree or Higher• Current Elementary and Secondary Administrative Certification• Data and assessment experience preferred• Effective Training experience preferred• Experience in demonstrated successful implementation of best practices• Ability to effectively present information and respond to inquiries or complaints from students, parents, staff, regulatory agencies and/or community members• Must develop genuine and positive relationships with students, staff, and parents/guardians• Ability to handle multiple tasks at once in an effective manner.• Works well with a team.• Very strong customer service skills.• Maintain a positive "can do" attitude.• Be a strong communicator.• Face challenges with the focus on creating a better educational model for our students.• Technological skills (Chrome, Google, and etc.).• Ability to establish and maintain effective public and working relationships.• Ability to relate to students in a manner to elicit their cooperation.• Ability to understand and effectively carry out instructions.• Ability to exercise mature judgment in controlling student behavior.	<ul style="list-style-type: none">• Develop and implement instructional programs in Employee's areas of expertise in accordance with the Educational Program established or approved by the school• Participate in cooperative efforts among teachers, staff, and students with regard to programmatic development and improvement, extracurricular, and other activities as part of the Educational Program• Support the Student First customer service model adopted by Michigan International Prep School and ensure all staff are supporting this initiative• Conduct general to complex research to identify funding opportunities and new program areas to match District priorities; develop and respond to government, corporate, foundation and private funding prospects• Work closely with District staff to develop and transform ideas into grant proposals, interact with stakeholders involved in grant-funding activities; serve as a liaison with program staff to gain complete understanding of the programs in order to deliver proposals designed to maximize grant awards• Lead the accreditation process with staff, leadership, students, and families• Lead the staff, students, and families on the District School Improvement plan• A pleasant personality and positive attitude toward working with administration, staff, and community members. Evidence of ability to establish working relationships that result in increased efficiency and effectiveness• To be informed of all policies and procedures.• Other duties as assigned by administration.• Must honor written Board Policies and Administrative Regulations.

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MICHIGAN INTERNATIONAL PREP SCHOOL

Job Description for System Administrator

Position Description: Reimagine Education, LLC is seeking a System Administrator who will play a critical role for Michigan International Prep School. The nature of the work requires adherence to standard procedures, as well as policies and regulations. This person will facilitate the effective use of computers and other technology in instructional programs state-wide. Participates in the planning and implementation of policies and procedures to ensure system provision and maintenance that is consistent with district goals and best practices.

Qualifications	Essential Duties
<ul style="list-style-type: none">• Bachelor's degree in Computer Science or related field.• High Level Knowledge of the Google Domain and how to navigate within it• Establish security protocols within student domain and follow all FERPA and acceptable use policies• Asset management and technology operational practices for effective and efficient operations• Knowledge of computer hardware and software asset management• Knowledge of curriculum design and implementation• Strong organizational, communication, and interpersonal skills• Must be able to troubleshoot• Works well with a team• Very strong customer service skills and strong communicator• Maintain a positive "can do" attitude• Be a self-starter and an independent thinker• Technological skills (Google, Chrome, and etc.). Must be able to adapt to new technology rapidly	<ul style="list-style-type: none">• Conducts oneself in the best interest of the students, in accordance with the highest traditions of public education and in support of the district's mission.• Collaborate with the Director of Technology to assist with the bidding process, purchase, distribution, maintenance, and installation of hardware, software, and other technological equipment and materials within instructional programs.• Serve as a liaison to outside vendors that provide support for technology equipment and materials.• Compile cost estimate for projects.• Ensure that the program is cost effective, and funds are managed prudently.• Anticipate, mitigate, identify, troubleshoot, and resolve hardware and software problems on servers and storage devices.• Coordinate the selection of technology equipment and software.• Assist in the understanding and knowing all Technology Policy, Reports, and Laws.• Assist in the development of policies and procedures regarding technology issues.• Compile, maintain, and file all physical and computerized reports, records, and other documents required.• Comply with policies established by federal and state law, State Board of Education rule, and local board policy in the area of instructional technology.• Develop training options and improvement plans for technology personnel to ensure best operation of programs.• Employee must honor written Board Policies and Administrative Regulations• Employee must be able to work from a designated Learning Lab as scheduled

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MICHIGAN INTERNATIONAL PREP SCHOOL

Job Description for Teacher

Position Description: Reimagine Education, LLC is seeking Teacher who will play a critical role in the Michigan International Prep School. This position has primary responsibility for supporting students and teachers for Michigan International Prep School and Reimagine Education, LLC. These include, but are not limited to, all state and school policies and procedures pertaining to curriculum and instruction. The successful candidate will display keen attention to detail, possess a variety of complex computer skills, critical thinking skills, and a keen sense of having strong organization skills for a complex and ever-changing environment.

Qualifications	Essential Duties
<ul style="list-style-type: none">• Valid Teaching Certificate for Michigan.• Ability to handle multiple tasks at once in an effective manner• Ability to analyze curriculum in accordance with established standards• Works well with a team• Very strong customer service skills• Maintain a positive “can do” attitude• Be a strong communicator• Face challenges with the focus on creating a better educational model for our students• Be a self-starter and an independent thinker.• Primary focus is in supporting students and families in making progress and learning in the virtual school environment.• Computer Knowledge• Technological skills (Chrome, Google, and etc.). Must be able to adapt to new technology rapidly• Demonstrate ability to plan and evaluate strategies for improving instruction• A pleasant personality and positive attitude toward working with administration, staff, and community members.	<ul style="list-style-type: none">• Develop trusting relationships with students assigned to the Teacher• Provide individual & small group instruction in person and online• Monitor student progress weekly and help the student stay on track in learning and completing courses successfully and on time• Establish and communicate clear expectations and guidelines• Communicate with school administrators, and parents using email, text messaging, and phone. MIPS requires Teachers to have meaningful conversations with students and families at least twice a week• Ability to work with individual and small groups of students virtually via: Google Meet and Zoom• Establish rapport with students and encourage academic success• Meet with the student as needed and keep detailed records of all meetings and communications in the appropriate system• Maintain communication with grade-level teachers• Help interpret instructor feedback by reviewing the assignment and the rubric or grading standards with the students• Assist with student orientations for newly enrolled students• Proctor NWEA testing• Work with the MIPS team in developing motivation strategies for students on the Teacher caseload• Assist students in developing a schedule that is effective to online learning• To be informed of all policies and procedures• Carry out other duties and obligations as assigned to facilitate the School’s mission, goals, standards, and Education Program• Teacher must honor written Board Policies and Administrative Regulations



MICHIGAN INTERNATIONAL PREP SCHOOL

Job Description for School Social Worker

Position Description: Reimagine Education, LLC is seeking an innovative School Social Worker that will utilize leadership, advocacy and collaboration to promote students success, provide preventative services and respond to identified student needs by participating in a comprehensive school counseling program that addresses academic, career and personal/social development for all students. The social worker will consult and collaborate effectively with parents/guardians, teachers, administrators, and other educational/community resources regarding students with identified concerns and needs. The social worker will work within the special education department to implement school social work goals for students with individualized education plans and collaborate with the special education team.

Qualifications	Essential Duties
<ul style="list-style-type: none">• Current Social Worker License issued by the State of Michigan Department of Licensing and Regulatory Affairs• Must Meet Highly Qualified Standards under ESSA• Experience in a school setting• Strong knowledge of a wide range of psychiatric disorders• Experience in facilitating the IEP process• Must develop genuine and positive relationships with students• Experience with integrating technology into the learning process• Ability to maximize technology for effective communication with students, staff, and parents• Ability to handle multiple tasks at once in an effective manner• Works well with a team• Very strong customer service skills and strong communicator• Maintain a positive "can do" attitude• Face challenges with the focus on creating a better educational model for our students• Be a self-starter and an independent thinker• Technological skills, computer knowledge and ability to rapidly adapt to new technology (Chrome, Google, etc.).	<ul style="list-style-type: none">• Conduct Functional Behavior Assessments, write and implement corresponding Behavior Support Plans through the special education process and individualized education plans.• Collaborate with the special education team for each student on social work caseload.• Maintain accurate, timely, and confidential records• Provide age related interventions and experiences fostering students' academic, personal, social, and life planning skills• Provide individual and small group support to students in areas such as executive functioning and dealing effectively with interpersonal relationships• Operate within the context of the total school environment providing consultation services; including appropriate materials and resources to teachers• Provide information, referral, and follow-up for parents and students to appropriate community agencies and resources• Must be able to travel to lab sites• Communicate with school administrators, and parents using video, email, text messaging, and phone• Assist students in developing social emotional skills that are effective to online learning• Carry out other duties and obligations that are determined to facilitate the school's mission, goals, standards, and Education Program• Support the Student First-customer service module adopted by Reimagine Education & Michigan International Prep School and ensure all staff are supporting this initiative.• Employee must honor written Board Policies and Administrative Regulations• Employee must be able to work from a designated Learning Lab as scheduled

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SCHEDULE 6

Index of Leases and Deeds

Tab	Leases and Deeds	
1.	Davison – Court Street	
	(a)	Covenant Deed Effective 6/30/2021
	(b)	Floor Plan
	(c)	Certificate of Occupancy
2.	Cleary University	
	(a)	Lease Agreement Effective 7/1/2022
	(b)	Floor Plan
	(c)	Certificate of Occupancy
3.	Saginaw Learning Center	
	(a)	Lease Agreement Effective 7/1/2022
	(b)	Floor Plan
	(c)	Certificate of Occupancy

Tab 1

MICHIGAN REAL ESTATE TRANSFER TAX
DEPARTMENT OF TAXATION - GENESEE COUNTY
COUNTY TAX \$1127.50 STATE TAX \$7687.50
STAMP# E-33467 DATE: 7/21/2021 CLERK: MG

RECEIVED
REGISTER OF DEEDS
GENESEE, MI
2021 JUL 21 PM 2:43

202107220062954 Pages: 3
Recorded: 07/22/2021 07:04 AM
Fees: \$30.00 Rpt: 21-54704
John J. Gleason, Register of Deeds
Genesee County, MI RFILING

I hereby certify, based upon the records in my office,
that there are no tax liens or titles held by the state, or
by any individual, against the within description, and
that all taxes due thereon have been paid for the 5
years next preceding the date of this instrument.

Deborah L. Cherry
Date: 07/21/2021 Clerk: MG



STERLING
TITLE AGENCY

COVENANT DEED

The Grantor(s) Neil Helmkey

whose address is: 12974 Croftshire Dr, Grand Blanc, MI, 48439

convey(s) to Michigan International Prep School, Domestic Nonprofit Corp

whose address is: 8989 E Colony Rd, Elsie, MI 48831

the following described premises:

Land in the Township of Davison, County of Genesee, State of Michigan, described as:

Part of the Northwest 1/4 of Section 18, Town 7 North, Range 8 East, Township of Davison, Genesee County, Michigan, described as follows; Beginning at the Northwest corner of Section 18; thence North 88 degrees 22 minutes 53 seconds East along the North line of Section 18 a distance of 425.0 feet; thence South 1 degrees 28 minutes 50 seconds East parallel to the West line Section 18 a distance of 451.72 feet to the Northeastly right-of-way line of M-21 Expressway; thence North 63 degrees 15 minutes 37 seconds West along the Northeastly right-of-way of line of M-21 Expressway (also described as being a line 150.00 feet Northeastly of, at right angles to and parallel with the survey center line of M-21 Expressway) a distance of 482.29 feet to the West line of Section 18; thence North 1 degrees 29 minutes 37 seconds West along the West line of Section 18 a distance of 222.69 feet to the point of beginning.

also known as Property Address: 7034 E Court St, Davison, MI 48423
Sidwell No. 05-18-100-001

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, for the sum of One Million Twenty Five Thousand (\$1,025,000.00)

subject to zoning ordinances and to restrictions and easements of record, if any, existing reservations, or leases of oil, gas or mineral rights, zoning limitations and apparent and beneficial easements. The Grantor covenants and agrees that the Grantor has not previously done or committed or willingly suffered to be done or committed any act, matter or thing that would cause the premises or any part of them to be charged or encumbered in title, estate or otherwise.

Dated this June 30, 2021

When Recorded Return To:
Andrew Hulbert, authorized
signatory
7034 E Court St
Davison, MI, 48423

Drafted By:
Christopher Mersino
MBA Real Estate Services
5631 Sashabaw Road
Clarkston, MI, 48346

File No: 210423CPT Covenant Deed Page 1 of 2



STERLING
TITLE AGENCY

COVENANT DEED

The Grantor(s) Neil Helmkey

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convey(s) to Michigan International Prep School, Domestic Nonprofit Corp

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Sidwell No. 05-18-100-001

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Dated this June 30, 2021

When Recorded Return To:
Andrew Hulbert, authorized
signatory
7034 E Court St
Davison, MI, 48423

Drafted By:
Christopher Mersino
MBA Real Estate Services
5631 Sashabaw Road
Clarkston, MI, 48346

Covenant Deed Page 2 of 2 between Neil Helmkey (Grantor) and Michigan International Prep School,
Domestic Nonprofit Corp (Grantee)

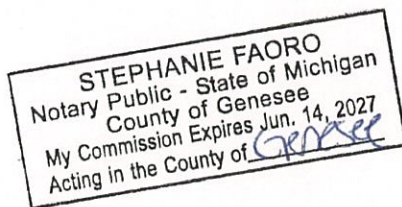
Dated this June 30, 2021

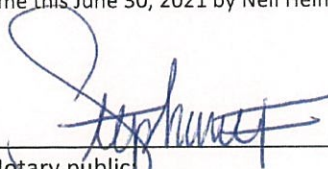
Signed by:


Neil Helmkey

State of Michigan.
County of

The foregoing instrument was acknowledged before me this June 30, 2021 by Neil Helmkey




Notary public

State of: MI

County of: Genesee

My commission expires: 6-14-27

Acting in the county of: 6-14-27

Exhibit "A"

Permitted Encumbrances

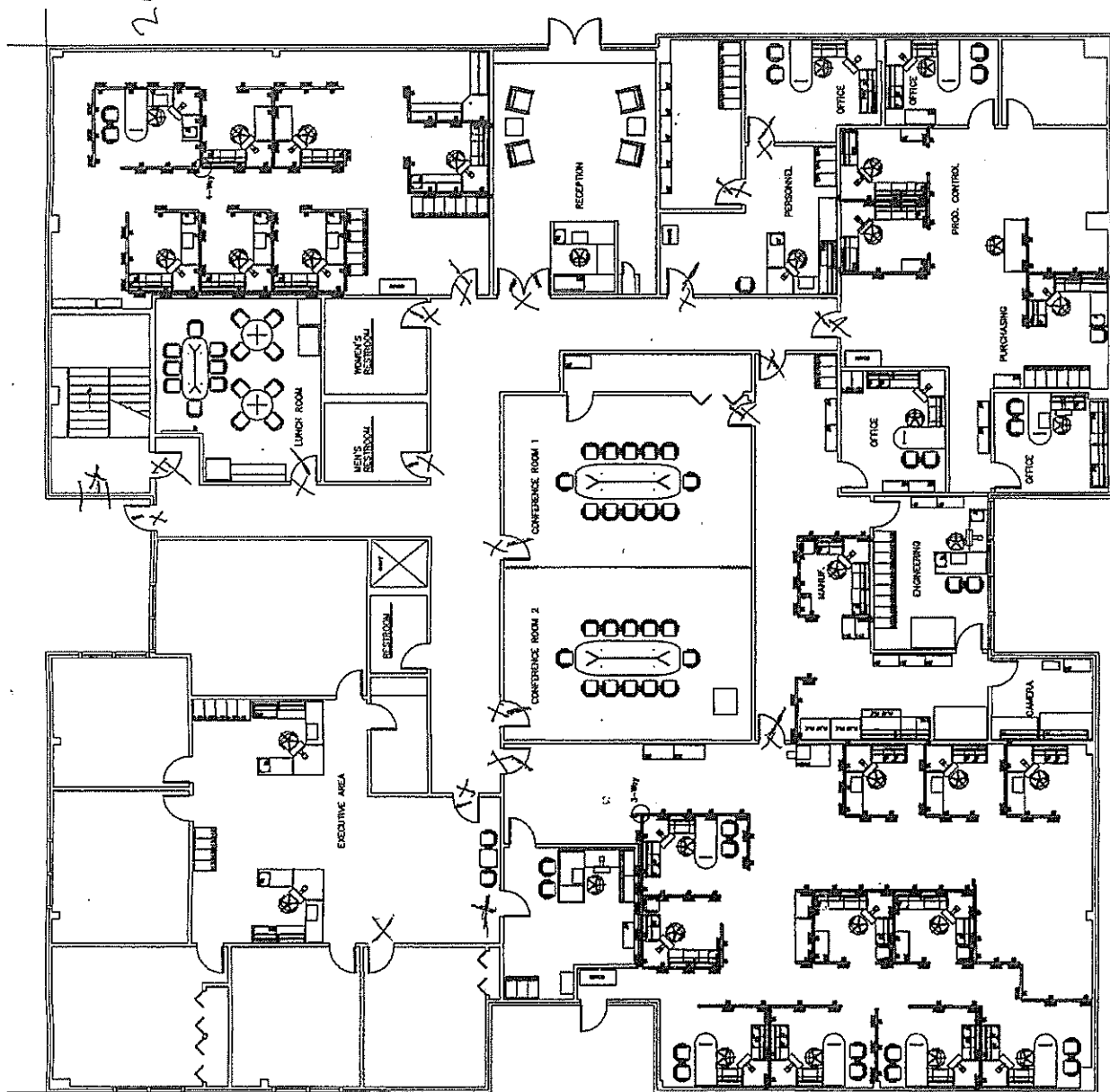
1. The lien of taxes and assessments for the current year and subsequent years;
2. Matters that would be shown by an accurate survey and inspection of the property;
3. All covenants, restrictions, conditions, easements, reservations, rights-of-way, and other matters of record, to the extent valid, subsisting and enforceable;
4. Zoning requirements, statutes, rules, orders, restrictions, regulations and ordinances of governmental agencies or their instrumentalities relating to the property, the buildings located thereon, their construction and uses, in force on the date hereof (if any such exist);
5. All roads and legal highways;
6. Rights of parties in possession (if any); and
7. Any licenses, permits, authorizations or similar items (if any) in connection with the conduct of any activity upon the property.

PAINT

20-18-Sunlit Doors
& Panels

1 - D.L.B. Door
& Panels

Women's Room
Reception
54' x 39' 6"



Certificate of Occupancy

Davison Township Building Department

1280 N. Irish Road — Phone (810) 653-9025

Permit No. _____

This is to certify that the Building located at 7034 E COURT ST

18-100-001 is hereby approved for occupancy

is a MICHIGAN INTER NATIONAL PREP SCHOOL

Date 3-17-22

Signed 

Title BUILDING INSPECTOR

File your Principle Residence Exemption Form by November 1st.

Tab 2

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made this ____ day of _____, 2022, but effective as of the Commencement Date (as hereinafter defined), between Cleary University, a Michigan non-profit corporation, whose address is 3750 Cleary Dr., Howell, MI 48843 ("Landlord") and Michigan International Prep School, a Michigan non-profit corporation, whose address is 7034 East Court Street, Davison 48423 ("Tenant"). Landlord and Tenant are each a "Party" and collectively the "Parties" to this Lease.

RECITALS:

This Lease is being made under the following circumstances:

Tenant is a public school academy Authorized by the Ovid-Elsie Area Schools Board of Directors (the "Authorizer") to operate as a general powers school district under the Revised School Code (the "Code"), MCL 380.1 *et seq.*, as amended, and has been issued a charter contract (the "Charter Contract") pursuant to MCL 380.551 *et seq.* of the Michigan Revised School Code, to operate a school of excellence that is a cyber-school. Landlord has agreed to rent to Tenant and Tenant has agreed to rent from Landlord, a portion of the building commonly known as the Chrysler Building (the "Building") comprising three (3) classrooms totaling approximate square footage of less than, 3,000 sq. ft. generally located in the southwest portion of the Building which is located upon real property owned by Landlord commonly known as the Cleary University Campus, with an address of 3750 Cleary Dr., Howell, MI (the "Real Property"), as generally depicted and/or described in Exhibit "A" attached hereto and made part hereof, upon the terms and conditions contained in this Lease. Landlord is also granting to Tenant a non-exclusive revocable license for ingress and egress across the existing drives, sidewalks and parking areas on Landlord's land to and from the public roads to the Building and/or Real Property that are the subject of this Lease. The portion of the Real Property occupied by or leased to Tenant, portion of the Building occupied by or leased to Tenant, and license are hereinafter collectively referred to as the "Leased Premises."

NOW, THEREFORE, the Parties agree as follows:

1. **LEASE OF LEASED PREMISES.** Landlord, in consideration of the rents to be paid and the covenants and agreements to be performed by Tenant hereunder, hereby leases to Tenant the Leased Premises upon the terms and conditions contained in this Lease.

2. **TERM.** The term of this Lease shall commence effective on July 1, 2022 and end seven (7) years thereafter, on June 30, 2029 (the "Term. As used herein, "Lease Year" shall mean each 12-month period commencing July 1st and ending June 30th).

Notwithstanding the foregoing, in the event that the Tenant's Charter Contract is revoked, reconstituted, or terminated, or a new charter contract is not issued to the Tenant after expiration of the Tenant's Charter Contract, this lease shall automatically terminate, without cost or penalty to the Tenant, on the same date as the Tenant's Charter Contract is revoked, reconstituted, terminated, or expires, without further action of the parties, , and the Landlord shall have no recourse against the Tenant or the Authorizer for such revocation, reconstitution, termination or expiration..

3. **POSSESSION.** Tenant has fully inspected the Leased Premises and is taking possession of the Leased Premises in its "as is" and "where is" condition unless otherwise set forth in this Lease. Landlord makes no representation or warranty with respect to the Leased Premises, its condition, its location, or its suitability for the proposed use by Tenant or the business to be conducted thereon and by taking possession of the Leased Premises Tenant shall be deemed to have accepted the Leased Premises in its "as is" "where is" condition existing at the time of execution of this Lease.

4. **BASE RENT.** The Tenant shall pay to the Landlord as Base Rent for the Leased Premises during the Initial Term, the sum of Sixty Thousand Dollars (\$60,000.00), in lawful money of the United States, payable in monthly installments of Five Thousand Dollars (\$5,000.00) as set forth below, in advance, upon the first (1st) day of each and every month (each a "Rent Day") commencing on the first day of the month following the month during which the Commencement Date occurs (unless the Commencement Date occurs on the first day of a month) and continuing through and including the last month of the Initial Term, without any notice, demand or set-off whatsoever.

Lease Year	Monthly Base Rent	Annual Base Rent
1	\$5,000.00	\$60,000.00
2	\$5,000.00	\$60,000.00
3	\$5,000.00	\$60,000.00
4	\$5,000.00	\$60,000.00
5	\$5,000.00	\$60,000.00
6	\$5,000.00	\$60,000.00
7	\$5,000.00	\$60,000.00
Total Base Rent		\$1,120,000.00

All Base Rent and Additional Rent (as described and set forth below) during the Term shall be paid to Landlord via direct deposit into Landlord's account per instructions of Landlord or as Landlord may otherwise direct. In the event the Commencement Date is other than the first day of a month, then Tenant's obligation to pay Base Rent, Additional Rent, and Tenant's Pro Rata Share of any other expenses shall commence upon said Commencement Date, and shall be prorated for that partial month (from the Commencement Date through the last day of the calendar month during which the Commencement Date occurs). In addition, all of Tenant's other duties, responsibilities and obligations under this Lease shall commence upon the Commencement Date.

5. **ADDITIONAL RENT.** Additional Rent shall mean all amounts due to Landlord under this Lease, other than Base Rent. Additional Rent shall include, without limitation, all amounts expended by Landlord for which Tenant is required to reimburse Landlord under the terms of the Lease, and all payments due Landlord under this Paragraph 5. The Parties agree that Tenant shall pay monthly Additional Rent to Landlord in the amount of One Hundred Fifty Dollars (\$150.00) for internet service, One Hundred Dollars (\$100.00) for cleaning service and Three Hundred Dollars (\$300.00) for utilities, for total monthly Additional Rent in the amount of Five Hundred Fifty Dollars (\$550.00). Landlord reserves the right to increase the amount of Additional Rent due from Tenant to the extent the cost of the delivery of any of the foregoing services exceed the stated amount and shall provide thirty (30) days prior written evidence thereof to Tenant at the time of any adjustment of the amount of Additional Rent. Tenant acknowledges that the Leased Premises and Building are part of the same campus area upon which Landlord's business

and operations are conducted and require uniformity in landscape, lighting, parking, garbage collection and removal, snow removal and other outside and external features. To the extent Landlord deems it necessary or appropriate to procure services, pay any bills or other amounts or perform any maintenance, repairs or replacements that Landlord reasonably believes benefit the Leased Premises and/or Landlord's adjoining property, then Landlord shall provide thirty (30) days prior written notice and may bill Tenant, the costs of which shall be due from Tenant to Landlord as Additional Rent.

6. **ADMINISTRATIVE SERVICE.** The payment of Rent shall be in default if such payment, or any part thereof, is not paid to the Landlord in full on or before five (5) business days after the date such payment is due. An administrative service fee equal to three percent (3%) of the amount of the late payment shall be assessed automatically by the Landlord upon any payment in default, to compensate Landlord for administrative cost and inconvenience associated with such late payment.

7. **ADDITIONAL TENANT OBLIGATIONS.** In addition to the payment of Base Rent and Additional Rent described above, Tenant shall be liable for the prompt payment and performance of all costs, expenses and obligations of every kind and nature whatsoever relating to the Leased Premises which may arise or become due or become necessary or appropriate to pay or perform during the Term of this Lease including, without limitation, replacements, maintenance and/or repairs (including to the parking lot, sidewalks and entryways servicing the Building in an around Tenant's entrance area to the Building), personal property taxes, landscaping, utility services, governmental compliance, easement and license related expenses, and janitorial and snow removal (to the extent not coordinated by Landlord and included in Additional Rent or billed separately to Tenant); provided, however, Landlord shall be solely responsible for the roof and outer walls to the extent not damaged by the acts of Tenant or its agents, employees, students, guests, invitees, licensees or customers. Tenant shall be responsible for proper use, storage, treatment, handling, transportation and off-site disposal of all oils, petroleum products, solvents, pollutants, contaminants, hazardous wastes and substances, tools, machinery and equipment used in Tenant's business.

8. **INDEMNIFICATION.** Landlord shall not be liable for injury to person or property arising out of any acts, omissions or neglect of Tenant, its servants, agents, employees, students, guests, invitees or licensees, or any other visitor to the Leased Premises, or of any person in or about the Leased Premises; or for injury to person or property arising out of patent or latent defects, structural or otherwise, in the Building or any appurtenance thereof, or arising out of the condition of the Building, or by or from the bursting, stoppage or leaking of or from any pipes or drains, or from the malfunctioning of any utility, facility or installation, excluding damages or injuries caused by the roof and outer walls. To the extent permitted under the law and without waiving any governmental immunities, Tenant shall at its expense defend, indemnify and hold Landlord harmless from any loss, cost (including reasonable attorney fees), demands, actions, expenses, damage, claim of damage or liability (including, without limitation, statutory liability and liability under Worker's Compensation Statute and claims for damages as a result of injury or death of any person) arising directly or indirectly out of or in connection with the condition of the Leased Premises, the use, or misuse thereof by Tenant or any other person, the acts or omissions of Tenant, its licensees, invitees, students, guests, visitors, servants, agents, employees or contractors, or the failure of Tenant to comply with any provision of this Lease. All property kept, stored, or maintained by Tenant in and about the Leased Premises shall be kept, stored or maintained at the sole risk of Tenant.

Notwithstanding the foregoing, Tenant shall not indemnify Landlord and Landlord shall indemnify Tenant for any injury to person or property arising out of the intentional or gross negligent of Landlord or its servants, agents, or employees.

9. IMPROVEMENTS AND PERSONAL PROPERTY.

A. Tenant will make no alterations in or additions or improvements to the Leased Premises ("Tenant Improvements") without obtaining the prior written consent of the Landlord. The cost of Tenant Improvements shall be borne solely by Tenant and shall be paid by Tenant promptly when and as due. Upon execution of this Lease, authorized and required Tenant Improvements include the upgrading, repairing and keeping in good condition and repair the parking lot, sidewalks and entryways in and around Tenant's entrance area to the Building, the installation of video security camera(s) to monitor the interior hallway in the Building, doors to Tenant's classrooms and doors to the restrooms. Landlord further authorizes Tenant to install signage on the exterior door associated with Tenant's entrance to the Building.

B. Tenant acknowledges that it is responsible, at its sole cost and expense, to purchase new and/or replacement equipment, fixtures and personal property necessary or appropriate to operate the Leased Premises as intended by Tenant throughout the Lease Term. Present and future fixtures shall automatically become part of the Leased Premises owned by Landlord, and shall remain as part of the Real Property and Building after Tenant vacates.

10. INSURANCE.

A. Tenant shall, at its sole cost and expense, during the entire Term, procure, pay for and keep in full force and effect: (i) an occurrence form commercial general liability policy with respect to the Leased Premises and the operations of Tenant and any person conducting business, visiting or attending classes in, on or upon the Leased Premises in which the limits with respect to bodily injury and property damage shall be in amount established from time to time by Landlord, and initially in the amount of Two Million Dollars (\$2,000,000) combined bodily injury and property damage per occurrence and Three Million Dollars (\$3,000,000) aggregate per year; (ii) all risk property and fire insurance coverage, written at full replacement cost value, and a replacement cost endorsement insuring the Building and all structures and improvements on the Leased Premises which are customarily or commonly insured and Tenant's trade fixtures, furnishings, equipment, plate glass, signs and personal property of Tenant located on the Leased Premises. Such policies shall include a waiver of subrogation clause. The amount of insurance shall be in an amount reasonably acceptable to Landlord, shall name Landlord as an additional insured and Tenant shall furnish Landlord with a Certificate of Insurance naming Landlord as additional insured and loss payee. All proceeds of such insurance policies relating to any damage to the Building or any other improvements on the Leased Premises, or any other portion of the Leased Premises which is owned by Landlord or which Tenant must surrender with the Leased Premises upon the termination or expiration of this Lease, shall be payable to Landlord. The Certificate of Insurance shall provide on its face that the insurer shall give the Landlord thirty (30) days prior written notice of its intent to cancel or terminate insurance coverage, either in part or in whole. The receipt of such notification shall constitute a default on the part of the Tenant. Further, Tenant shall maintain or cause to be maintained workers' compensation insurance covering all of its employees or any contracted employees to at least the statutory limit set forth under Michigan law. Notwithstanding the foregoing, Landlord agrees to carry in full force and effect at all times during the term of this Lease or any renewal or extension thereof, fire and extended coverage insurance covering the Leased Premises in an amount equal to the replacement value of the building.

B. The Parties shall not do anything in or about the Leased Premises which will in any way tend to increase the insurance rates of the Leased Premises and/or the Building. Tenant agrees to pay as Additional Rent any increase in premiums for insurance that may be charged during the term of this Lease on the amount of insurance carried on the Leased Premises and/or the Building, resulting from the use and occupancy of the Leased Premises by Tenant. All insurance policies shall be in a form and with a company or companies acceptable to Landlord. Landlord shall be named as an additional insured under all such insurance contracts and a current certificate evidencing such coverage and any renewals thereof shall be furnished to Landlord. In the event Tenant fails to keep such insurance in force or obtain acceptable insurance within five (5) days upon written notice to cure from the Landlord, Landlord may at Tenant's expense secure such insurance and the premium therefor shall be paid as Additional Rent by Tenant within five (5) days after receipt of a billing therefor.

11. CARE OF PREMISES.

A. The Landlord, after receiving written notice from the Tenant and having reasonable opportunity thereafter to obtain the necessary contractors therefore, agrees to keep in good order and repair the roof and the outer walls of the Building but not the doors, door frames, the window glass, window casings, window frames, windows or any of the appliances or appurtenances of said doors or window casings, window frames and windows, or any attachment thereto or attachments to said Building or the portion thereof occupied by Tenant or used in connection therewith.

B. Except as provided in paragraph A above, Tenant shall, at its own expense, make all repairs and replacements to the portion of the Building occupied by Tenant, structural or otherwise, including without limitation, the doors, door frames, the window glass, window casings, window frames, windows, inner walls, ceilings, floors, landscaping, paving, snow removal, waste removal, heating, plumbing, air conditioning and electrical systems located therein, and the parking lot, sidewalks and entryways in an around Tenant's entrance area to the Building, which Landlord deems necessary or appropriate, excluding only repairs and replacements required due to fire, casualty or other act of God and, in such instances, Tenant's obligation shall be excused only to the extent insurance proceeds are available for Landlord to use in performing such repairs and/or replacements. Tenant, at its sole cost and expense, shall keep the Leased Premises at all times in good condition and in a sanitary and safe condition in accordance with the laws of the State of Michigan, and in accordance with all directions, rules and regulations of the Michigan Department of Environmental Quality, health office, fire marshal, building inspector or other proper officers of the governmental agencies having jurisdiction, and Tenant shall comply with all environmental and other requirements of law, ordinance or otherwise, pertaining to or affecting the Leased Premises. Tenant at its expense shall promptly repair (or replace as needed) all damage to the Leased Premises, its fixtures and equipment including, excluding damage to the roof and outer walls of the portion of the Building occupied by Tenant. If Tenant fails to make such repairs and/or replacements, Landlord may do so at Tenant's expense and the cost thereof shall be paid by Tenant as Additional Rent to Landlord promptly upon receipt of Landlord's statement therefor. Tenant shall permit no waste or nuisance upon or damage or injury to the Leased Premises or utilities supplied thereto.

12. PAYMENT FOR SERVICES RENDERED BY LANDLORD. In the event that Landlord at any time shall, at the request of Tenant or on Tenant's behalf, either perform or cause to be performed, itself or by its agents, employees or contractors, any work in connection with the Leased Premises, or shall supply or cause to be supplied any materials to the Leased Premises, and the cost of such services, work or materials is to be borne by Tenant under the terms of this

Lease or otherwise, Landlord shall invoice Tenant for such costs, which sum shall be payable by Tenant within five (5) days after delivery of such invoice. All such sums shall constitute and be treated as Additional Rent hereunder and, if Tenant shall fail to pay the same in a timely fashion, Landlord, in addition to all other remedies available to it, shall be entitled to exercise all remedies available to it under this Lease for nonpayment of rent.

13. **UTILITIES.** The Tenant hereby covenants and agrees to pay all charges for heat, light, water, sewer and electricity, and for all other utilities which shall be used in or charged against the Leased Premises during the Term. To the extent any water, sewer, electricity or other utilities are not separately metered for the Leased Premises, but are part of the Landlord's property, then Landlord shall, in good faith, determine and invoice Tenant for, and Tenant shall pay Tenant's pro rata share of all such expenses.

14. **USE OF PREMISES.** Tenant shall use and occupy the Leased Premises for the operation of educational and training programs and any related administrative uses and events (the "Intended Use") and for no other purpose, except with Landlord's prior written consent, which consent shall not be unreasonably withheld. Tenant shall not conduct any activity or use which is in any manner prohibited by any law, code or principles of such business or profession. Tenant agrees to not abandon the Leased Premises or discontinue operations unless prevented from doing so because of fire, accident or acts of God, and to conduct its business at all times in a high-class and reputable manner.

15. **DAMAGE.** If any part of the Leased Premises is damaged by fire, casualty or other act of God, to the extent insurance proceeds are available, Landlord shall proceed with reasonable speed to apply such proceeds to repair the damage and, if such damage renders the Leased Premises untenable and was not caused by any act, neglect or default of Tenant, its servants, agents, employees, visitors or licensees, there shall be an equitable abatement of rent for the period during which, and to the extent that, the Leased Premises are untenable. Landlord shall have the right to elect to demolish, rebuild or reconstruct the Building if damaged by fire or other casualty. Landlord shall be required to perform repairs only to the extent of available insurance proceeds and, if the cost of repairs exceeds the amount of available insurance proceeds, Tenant shall pay the Landlord any shortfall upon demand, for Landlord's use in performing such repairs. Notwithstanding the foregoing, in the event the Leased Premises or the Building shall be destroyed to the extent of more than one-quarter of the then fair market value thereof, then Landlord shall have the option to terminate this Lease upon not less than ten (10) days written notice to Tenant, and the rent shall thereupon be adjusted to the date of such fire or casualty. If repair of the Leased Premises is delayed by Tenant's failure to adjust its own insurance claim, there shall be no abatement for the period of such delay.

16. **EMINENT DOMAIN.** If the whole or any part of the Leased Premises shall be taken by any public authorities under the power of eminent domain, or sold under threat or in lieu of such a taking, then the Term of this Lease shall cease on the part so taken or sold from the day that possession of that part shall be acquired by such public authority, and the rent shall be paid up to that day. If more than one-third (1/3) of the Leased Premises shall be taken or sold, then from the day of the taking or sale, Landlord and Tenant each shall have the right to cancel this Lease and declare the same null and void. If less than one-third (1/3) of the Leased Premises is taken or sold, or if more than one-third (1/3) is taken or sold but neither Landlord nor Tenant elects to cancel this Lease, then Tenant shall remain in possession of the remainder of the Leased Premises under the terms herein provided, except that the rental shall be reduced in the proportion which the value of the part taken or sold bears to the value of the whole of the Leased Premises immediately before such taking or sale. All damages awarded for such taking shall

belong to and be the property of Landlord irrespective of the basis upon which they are awarded, except that Landlord shall not be entitled to any portion of the award made to Tenant for removal and reinstallation of fixtures or moving expenses.

17. **ACCESS TO PREMISES.** Tenant shall permit Landlord and its agents access to the Leased Premises during reasonable business hours for the purpose of examining the Leased Premises and making any repairs, alterations, or additions which the Landlord may deem necessary for the safety or preservation of the Leased Premises or the Building, and Landlord shall be allowed to take all material into and upon the Leased Premises that may be required therefor, and to perform such acts without the same constituting an eviction of Tenant in whole or in part. The rent reserved shall in no way abate while said repairs, alterations, improvements or additions are being made. Nothing herein contained shall be deemed to impose upon Landlord any obligation for the care, supervision or repair of the Building or the Leased Premises which is not elsewhere specifically set forth in the Lease. Except in the case of an emergency in which Landlord believes injury to person or property to be imminent, Landlord shall give reasonable notice to Tenant prior to entry for any of the purposes herein set forth, which notice shall include a description of the work, if any, to be performed. Any work to be performed in the Leased Premises under this Paragraph shall be carried out with as little disruption to Tenant's operations as reasonable under the circumstances.

18. **ASSIGNMENT OR SUBLETTING.** Tenant agrees not to assign, sublet or in any manner transfer, mortgage or encumber this Lease or Tenant's interest in the Leased Premises without the prior written consent of Landlord, which consent Landlord may grant or withhold in its sole discretion. The acceptance of rent from an assignee, subtenant or occupant or grant of an assignment or sublease shall not constitute a release of Tenant from the further performance of all obligations of Tenant contained in this Lease.

19. **ENVIRONMENTAL MATTERS.** The Parties represent, warrant, covenant and agree that:

A. The Parties shall not use, store, treat, handle, transport or dispose of any Hazardous Materials (as such term is hereinafter defined), on, across or underneath the Leased Premises in any manner in violation of any Environmental Protection Laws (as such term is hereinafter defined);

B. Tenant shall, at its own cost and expense, comply, and ensure compliance with, all Environmental Protection Laws relating in any way to the Leased Premises, excluding only compliance relating to currently existing material adverse environmental conditions (if any) and any future wrongful acts of Landlord or its agents or employees;

C. Tenant shall conduct and complete all investigations, studies, sampling and testing, and all remedial, removal and other actions necessary to identify, clean up and remove all Hazardous Materials, on, under, from or affecting the Leased Premises in accordance with all applicable Environmental Protection Laws to the reasonable satisfaction of Landlord, and in accordance with the orders and directives of all federal, state and local governmental authorities; provided, however, the foregoing Tenant obligations shall not apply to currently existing material adverse environmental conditions (if any) and any Hazardous Materials released after the date hereof by Landlord or its agents or employees;

D. Tenant shall defend, indemnify and hold harmless Landlord, its employees, agents, officers, members and managers, from and against any claims, demands, penalties, fines,

liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise arising out of, or in any way related to, (i) the presence, disposal, release or threatened presence, disposal or release of any Hazardous Materials on, over, under, from or affecting the Leased Premises or the soil, water, vegetation, building, personal property, persons or animals thereon; (ii) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials; (iii) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Materials, and/or (iv) any violations of Environmental Protection Laws or demands of government authorities which are based upon or in any way relate to such Hazardous Materials including, without limitation, attorneys and consultants fees, investigation and laboratory fees, court costs and litigation expenses; provided, however, the foregoing Tenant obligations shall not apply to currently existing material adverse environmental conditions (if any) and any Hazardous Materials released after the date hereof by Landlord or its agents or employees;

E. Upon expiration of the Lease Term, Tenant shall deliver the Leased Premises to Landlord free of any and all Hazardous Materials so that the condition of the Leased Premises shall conform with all applicable Environmental Protection Laws; provided, however, the foregoing Tenant obligations shall not apply to currently existing material adverse environmental conditions (if any) and any Hazardous Materials released after the date hereof by Landlord or its agents or employees;

F. Tenant agrees to: (i) give immediate written notice to Landlord if Tenant becomes aware that (a) either Tenant or the Leased Premises is not, or is accused of not being in compliance with any Environmental Protection Laws, or (b) Hazardous Materials are being stored, handled, disposed of, transported or otherwise used on, across or underneath the Leased Premises in a manner which is or might be in violation of any Environmental Protection laws; (ii) provide Landlord with access to the Leased Premises and to the books and records of Tenant for the purpose of verifying all representations, warranties and covenants contained herein; and (iii) provide Landlord with any additional information sought in this regard;

G. At the request of Landlord, if Landlord has a reasonable basis to make the request, Tenant shall, at its sole expense, conduct and/or cause to be conducted periodic reviews and/or environmental site assessment respecting the condition and use of the Leased Premises to ensure compliance with applicable Environmental Protection Laws. Upon the occurrence or discovery of any non-compliance with any Environmental Protection Laws, Tenant shall immediately take such action as is necessary to mitigate the effect of such non-compliance;

H. All terms and provisions of this Paragraph shall be in addition to any and all other obligations and liabilities Tenant may have to Landlord under statute or at common law, and shall survive termination of this Lease;

I. For purposes of this Lease, "Hazardous Materials" shall mean any chemical or other substance that is prohibited, limited or regulated by law or that might pose a hazard to health or safety including, but not limited to, asbestos, dioxins, urea formaldehyde foam insulation, oil, gasoline, polychlorinated biphenyls, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials now or hereafter defined in, regulated or otherwise prohibited by any past, present or future Environmental Protection Laws. "Environmental Protection Laws" shall mean the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, including the Superfund Amendments and Reauthorization Act of 1986 (U.S.C. Section 9601 et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S.C. Section 9601 et seq.), the Federal Water

Pollution Control Act, as amended (33 U.S.C. Section 1251 et seq.), the Clean Air Act, as amended (42. U.S.C. Section 7401 et seq.), any regulations adopted and publications promulgated pursuant thereto, and any other federal, state or local governmental law, ordinance, rule, regulation, policy, requirement, decree, order or judgment presently in effect or that may be promulgated or take effect in the future, as the same may be amended from time to time, which governs the use, storage, treatment, transportation, manufacture, refinement, handling, production, discharge, removal or disposal of any Hazardous Materials, or otherwise relates to the ecology, the environment or land use.

20. **SURRENDER.** At the expiration of the Term of this Lease, or upon the sooner termination thereof, Tenant shall surrender the Leased Premises broom clean and in as good condition and repair as they were as of the effective date of this Lease, reasonable wear and tear excepted, and shall promptly upon surrender deliver all keys for the Leased Premises to Landlord at the place then fixed for payment of rent.

21. **BREACH; REMEDIES.**

A. If any amounts payable by Tenant to Landlord (including but not limited to Base Rent and Additional Rent) shall be and remain unpaid for more than five (5) days after notice that the same is due and payable, or if Tenant shall violate or default in the performance of any of the non-monetary terms, provisions, covenants, agreements, or conditions herein, and such violation or default shall continue for a period of thirty (30) days after written notice of such violation or defaults or if Tenant shall be adjudged bankrupt or file a petition in bankruptcy or become insolvent, or make any assignment for the benefit of creditors, then, in addition to and not as a limitation on or in lieu of such other or additional remedies as may be available to Landlord under this Lease or by law, Landlord shall have the right to declare this Lease forfeited and the Term ended, or to re-enter the Leased Premises and to remove all persons and chattels therefrom, or to exercise all such remedies, and Landlord shall not be liable for damages to person or property by reason of any such re-entry or forfeiture. In the event of such re-entry by Landlord without declaration of forfeiture, the liability of Tenant for the rent provided herein shall not be relinquished or extinguished for the balance of the term of this Lease unless Landlord is able to re-let the Leased Premises, which Landlord shall attempt to do, and any rentals prepaid may be retained by Landlord and applied against the costs of re-entry, or as liquidated damages, or both. Tenant will pay, in addition to the rentals and other sums agreed to be paid hereunder, reasonable attorneys' fees, costs and expenses in any suit or action instituted by Landlord to enforce the provisions of this Lease or the collection of the rentals due Landlord hereunder, and all costs, expenses and damages incurred by Landlord as a result of Tenant's default including, without limitation, broker fees incurred in connection with any reletting and all costs and expenses to refurbish, remodel or redecorate the Leased Premises.

B. In the event of declaration of forfeiture at or after the time of re-entry, Landlord may re-let the Leased Premises or any part thereof for a term or terms and at a rent which may be less than or exceed the balance of the Term of and the rent reserved under this Lease, the rental for which the Leased Premises are so re-let being prima facie evidence of the fair and reasonable rental value thereof, and in such event Tenant shall pay to Landlord as liquidated damages for Tenant's default hereunder, any deficiency between the total rent reserved hereunder and the net amount, if any, of the rents collected on account of any lease or leases of the Leased Premises for what would otherwise have constituted the balance of the Term of this Lease.

C. If Landlord elects to terminate the Lease, Landlord shall have the right to accelerate all Base Rent due and payable during the balance of the Term, and such amount shall be due

from Tenant to Landlord in one lump sum payment effective immediately upon notice thereof, from Landlord to Tenant, subject to the off-sets for re-letting as set forth in this Lease.

D. In no event shall termination of the Lease as a result of the revocation or termination of the Tenant's Charter be considered an Event of Default under this Lease.

22. **WAIVER OF JURY TRIAL AND COUNTERCLAIM.** The Parties waive trial by jury in any action, proceeding or counterclaim brought by either of the Parties against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant, Tenant's use or occupancy of the Leased Premises, and/or any claim of injury or damage. In the event Landlord commences any proceedings for non-payment of minimum rent, percentage rent or other monetary obligations under this Lease, Tenant will not interpose any counterclaim of whatever nature or description in any such proceedings. This shall not, however, be construed as a waiver of Tenant's right to assert such claims in any separate action or actions brought by the Tenant.

23. **LANDLORD'S RIGHT TO CURE DEFAULTS.** If Tenant defaults in the performance of any provision of the Lease, Landlord shall have the right to cure such default for the account of Tenant, upon ten (10) days' prior written notice to Tenant, and Tenant shall within five (5) days after being billed therefor reimburse Landlord for any expenditure made by Landlord in order to cure such default. All such sums shall constitute and be treated as Additional Rent hereunder.

24. **REMOVAL OF TENANT'S PROPERTY UPON TERMINATION.** If Tenant shall fail to remove all of Tenant's property from the Leased Premises upon termination of this Lease for any cause whatsoever, Landlord may at its option remove the same in a reasonable manner and store such property without liability to Tenant for loss thereof, and Tenant agrees to pay Landlord on demand any and all expenses incurred in such removal, including court costs and attorneys' fees and storage charges on such property for any length of time such property shall be in Landlord's possession. Tenant shall defend, indemnify and hold Landlord harmless for any claim by third parties with respect to property owned or claimed by them, left in the Leased Premises by Tenant, and removed by Landlord pursuant to this paragraph. Under no circumstances shall Landlord be obligated to retain any property left on the Leased Premises or in Landlord's possession longer than one (1) month after termination of this Lease, for whatever cause, and Landlord may thereafter dispose of such property in any manner it deems fit, including public or private sale or by destruction, discard or abandonment and the proceeds of any such sale shall be applied against any sums due Landlord under this Lease.

25. **HOLDING OVER.** In the event Tenant remains in possession of the Leased Premises after the expiration of this Lease and without the execution of a new lease, it shall be deemed to be occupying the Leased Premises as a Tenant from month to month, subject to all conditions, provisions and obligations of this Lease insofar as the same can be applicable to a month-to-month tenancy, except that the Base Rent shall be 150% percent of the amount of Base Rent payable during the final year of the Term immediately prior to commencement of such month-to-month tenancy. Such month-to-month tenancy shall be terminable by either Party upon 30 days written notice.

26. **FORCE MAJEURE.** Anything in this Lease to the contrary notwithstanding, the Parties shall not be deemed in default with respect to the performance of any obligation on its part to be performed under this Lease if such default shall be due to any strike, lockout, civil commotion, war-like operation, invasion, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, health emergency or declaration, pandemic, inability to

obtain any material or service, or through acts of God or other cause or causes, whether similar or dissimilar to those enumerated, beyond the control of the Parties, and the period for the Parties to perform such obligation shall be extended by a period equal to the period of delay caused by such reason.

27. **SUBORDINATION**. This Lease is and shall be either prior to or subject and subordinate to the lien of any mortgage now or hereafter placed on all or any portion of the Leased Premises, at the option of Landlord or mortgagee. Tenant shall execute a subordination and attornment agreement in form and content reasonably acceptable to Landlord and its mortgagee from time to time, upon request, to evidence any such (priority or) subordination.

28. **QUIET ENJOYMENT**. Landlord covenants that Tenant may peaceably and quietly enjoy the Leased Premises, subject to the terms, provisions, covenants, agreements, stipulations, rules or conditions of this Lease, upon Tenant's paying the Base Rent and Additional Rent and observing and performing all the terms, provisions, stipulations, rules, agreements, covenants and conditions, on Tenant's part to be observed and performed, without molestation or hindrance by any person holding under or through Landlord.

29. **ESTOPPEL CERTIFICATE**. Tenant from time to time shall, upon request by Landlord, execute, acknowledge and deliver to Landlord a written statement certifying that this Lease is unmodified and in full force and effect (or that the same is in full force and effect as modified, listing the instruments of modification), the dates to which rent and other charges have been paid; that Landlord is not in default hereunder (or specifying the nature of any default(s) Tenant claims to exist at the time of such certification) and such other matters pertaining to this Lease and Tenant's occupancy of the Leased Premises as Landlord may request, it being intended that any such statement delivered pursuant to this Paragraph may be relied upon by Landlord, a prospective purchaser of Landlord's interest in the Leased Premises or this Lease, mortgagee of Landlord's interest or assignee of any mortgage upon Landlord's interest in the Leased Premises. Tenant shall not be entitled to withhold such statement on the basis of any claimed default by Landlord hereunder, nor upon any other basis.

30. **SECURITY DEPOSIT**. The Landlord hereby acknowledges receipt of Tenant's check in the amount of Five Thousand Dollars (\$5,000.00) as a security deposit (provided that such check shall not be deemed payment until honored and paid by the drawee), which sum is to be retained by Landlord as security for the faithful performance of all covenants, conditions and agreements of this Lease, but in no event shall the Landlord be obliged to apply the same upon rents or other charges in arrears or upon damages for the Tenant's failure to perform such covenants, conditions and agreements; the Landlord may so apply the security, at its option; and Landlord's right to the possession of the Leased Premises for non-payment of rent or for any other reason shall not in any event be affected by reason of the fact that the Landlord holds this security. The security deposit, if not applied toward the payment of rent in arrears or toward the payment of damages suffered by the Landlord by reason of Tenant's breach of the covenants, conditions or agreements of this Lease, is to be returned to the Tenant without interest when this Lease is terminated, according to these terms, and in no event is the security deposit to be returned until the Tenant has vacated the premises and delivered possession to the Landlord in the condition required herein and all obligations of Tenant under this Lease have been fully performed. In the event that the Landlord repossesses itself of the Leased Premises because of the Tenant's default or because of the Tenant's failure to carry out the covenants, conditions and agreements of this Lease, the Landlord may apply the security deposit upon all damages suffered to the date of said repossession and may retain the security deposit to apply upon such damages as may be suffered or shall accrue thereafter by reason of the Tenant's default or breach. The Landlord shall not be

obligated to keep the security deposit as separate fund, but may mix the security deposit with its own funds.

31. **SECURITY AGREEMENT**. Tenant hereby grants to Landlord a first lien and security interest, as security for payment of all Base Rent, Additional Rent and any other charges now or hereafter payable by Tenant hereunder and the performance of all of Tenant's other obligations hereunder, in and upon all equipment, tools, machinery, fixtures and inventory, merchandise and other personal property now or hereafter placed on or in the Leased Premises, to the full extent of Tenant's interest therein, and such lien shall include the right to prevent removal of said property from the Leased Premises and may be enforced, upon nonpayment of Base Rent, Additional Rent or other charges as aforesaid, or any other default by Tenant's hereunder, without notice to Tenant, unless notice is required by some other provisions of this Lease, by the re-entry, taking and sale, lease, or other disposition of such property. Landlord shall also have all other rights and remedies upon default provided by law, including those set forth in the Michigan Uniform Commercial Code. The sale, lease or other disposition of such property shall be either public or private after at least ten (10) days' prior written notice to Tenant at Tenant's last known address, and Landlord shall have the right and privilege to be a purchaser at any such sale, lease or other disposition of the property if reasonable under the circumstances. Tenant shall and hereby agrees to provide upon request a list of creditors and indebtedness and otherwise do whatever may be necessary or appropriate to pass good and legal title under any sale, lease or other disposition as herein provided. Any and all proceeds obtained at such sale shall be applied first to the cost of such sale, including reasonable attorneys' fees and costs, and then to any interest accrued and payable under the terms of this Lease for nonpayment of Base Rent, Additional Rent and/or any other charges, and any balance to the reduction of any principal sum due hereunder for Base Rent, Additional Rent and/or other charges. Sale or retention under such lien shall not be deemed to waive, alter, limit or affect in any manner whatsoever, but shall be in addition to, any other remedies available to Landlord upon nonpayment of rent or other charges under this Lease or otherwise. Tenant shall execute any financing statements or other documents requested by Landlord in order to evidence or perfect such lien and security interest at such time or times determined by Landlord, and Landlord has the right to prepare, execute and file any UCC Financing Statements on its own without further action or consent by Tenant.

32. **MISCELLANEOUS**.

A. **GENDER**. Wherever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

B. **WAIVERS**. One or more waivers of any covenant, term, provision, agreement, rule, stipulation or condition by Landlord shall not be construed as a waiver of a subsequent breach of the same, and the consent or approval by Landlord of any act, neglect or default by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act, neglect or default by Tenant.

C. **CAPTIONS**. The topical headings are for convenience only and do not define, limit or construe the contents of any paragraphs or clauses.

D. **AMENDMENTS**. This Lease can only be modified or amended by an agreement in writing signed by the parties hereto.

E. **SEVERABILITY**. The unenforceability, invalidity or illegality of any provision of this Lease shall not render any other provision unenforceable, invalid or illegal.

F. **TIME**. Time is of the essence of this Lease.

G. **BINDING EFFECT**. All provisions hereof shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and assigns.

H. **GOVERNING LAW**. This Lease shall be construed and enforced in accordance with the laws of the State of Michigan. Any action, suit or proceeding to enforce this Lease or any terms hereof shall be brought in the state or federal courts located in Michigan and nowhere else.

I. **COOPERATION**. The Parties agree to cooperate and execute any documents or instruments reasonably requested by the other in connection with the Leased Premises or Landlord's adjacent property including, without limitation, land divisions, master deeds, mortgages, easements, building and use restrictions, governmental applications and requests for separate utility meters, and address changes.

33. **BILLS AND NOTICES**. Bills, statements, notices or communications which Landlord may desire or be required to give to Tenant, shall be deemed sufficiently given or rendered if, in writing, delivered to Tenant personally or sent by registered, certified or first class mail, postage prepaid, or overnight delivery (such as FedEx or UPS) addressed to Tenant at the address set forth on the first page of this Lease, or at such other address as Tenant shall designate by written notice, and the time of the rendition of such bill or statement and of the giving of such notice or communication shall be deemed to be the time when the same is delivered to Tenant or placed in the mail as herein provided. If Tenant is occupying the Leased Premises, personal delivery to the Leased Premises by Landlord shall be deemed sufficient hereunder. Any notice by Tenant to Landlord must be registered, certified or first class mail, postage prepaid or by overnight delivery to Landlord at the address set forth on the first page of this Lease, or at such other address as Landlord shall designate by written notice.

34. **SIGNAGE**. All signs and advertising displayed in and about the Leased Premises shall be such only as advertise the business carried on upon the Leased Premises, and that Landlord shall control the character and size thereof, and that no sign shall be displayed excepting such as shall be approved in writing by Landlord. All signage shall be at Tenant's expense and in conformity with all applicable laws and ordinances.

35. **NO RECORDING**. The Tenant shall not record a copy of this Lease, or any memorandum of the lease, with the Register of Deeds, without the Landlord's prior written consent.

36. **DEFINITION OF LANDLORD; TRANSFER BY LANDLORD; LANDLORD'S LIMITED LIABILITY.**

A. Landlord may, at its option, transfer its interest in the Building, the Leased Premises, or this Lease and shall provide Tenant with prior written notice of same. The term "Landlord" as used in this Lease so far as covenants, agreements, stipulations or obligations on the part of the Landlord are concerned, shall be limited to mean and include only the individual(s) or entity which owns the Leased Premises at the time in question and, in the event of any transfer or transfers of such ownership, the Landlord herein named (and in case of any subsequent transfers or conveyances the then transferor) shall not remain liable for the performance of the covenants and obligations on the part of Landlord contained in this Lease thereafter to be performed.

B. If Landlord fails to perform any provision of this Lease upon Landlord's part to be performed, and if as a consequence of such default Tenant recovers a money judgment against Landlord, such judgment may be satisfied only out of the proceeds of sale received upon execution of such judgment and levied thereon against the right, title and interest of Landlord in the Leased Premises and Building and out of rents or other income from the Leased Premises and Building receivable by Landlord. Notwithstanding anything to the contrary contained in this Lease, in no event shall Landlord or any of its employees, officers, directors, partners, agents or representatives be personally liable for any resulting deficiency, or for any damages whatsoever arising out of or in any way relating to this Lease, unless otherwise set forth in this Lease.

37. **ACCORD AND SATISFACTION.** No payment by Tenant or receipt by Landlord of a lesser amount than the monthly Base Rent or Additional Rent or Additional Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated rent, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as rent be deemed an accord and satisfaction, and Landlord shall accept such check or payment without prejudice to Landlord's right to recover the balance of such rent or pursue any other remedy provided in this Lease.

38. **ENTIRE AGREEMENT.** This Lease sets forth all of the covenants, agreements, stipulations, promises, conditions and understanding between Landlord and Tenant concerning the Leased Premises and there are no covenants, agreements, stipulations, promises, conditions or understandings, either oral or written, between them other than herein set forth.

39. **THIRD PARTY USE APPROVAL.** No party other than the Tenant shall have an ongoing right to occupy the Leased Premises without providing written notice to the Tenant thirty (30) days prior to such occupancy. If another school will occupy the Tenant's Leased Premises, the Tenant must provide to the Tenant a written analysis regarding any potential implications of such occupancy, including potential security, school safety, and church-state issues.

40. **ATTORNEY REVIEW.** Tenant acknowledges that Tenant has read and understands the contents of this Lease. Tenant has had an opportunity to review this document with an attorney selected by Tenant prior to signing.

[Remainder of page intentionally blank; Signatures on following page(s)]

IN WITNESS WHEREOF, the undersigned have executed this Lease Agreement as of the date first written above.

LANDLORD:

CLEARY UNIVERSITY, a Michigan non-profit corporation,

By:

Its: .

TENANT:

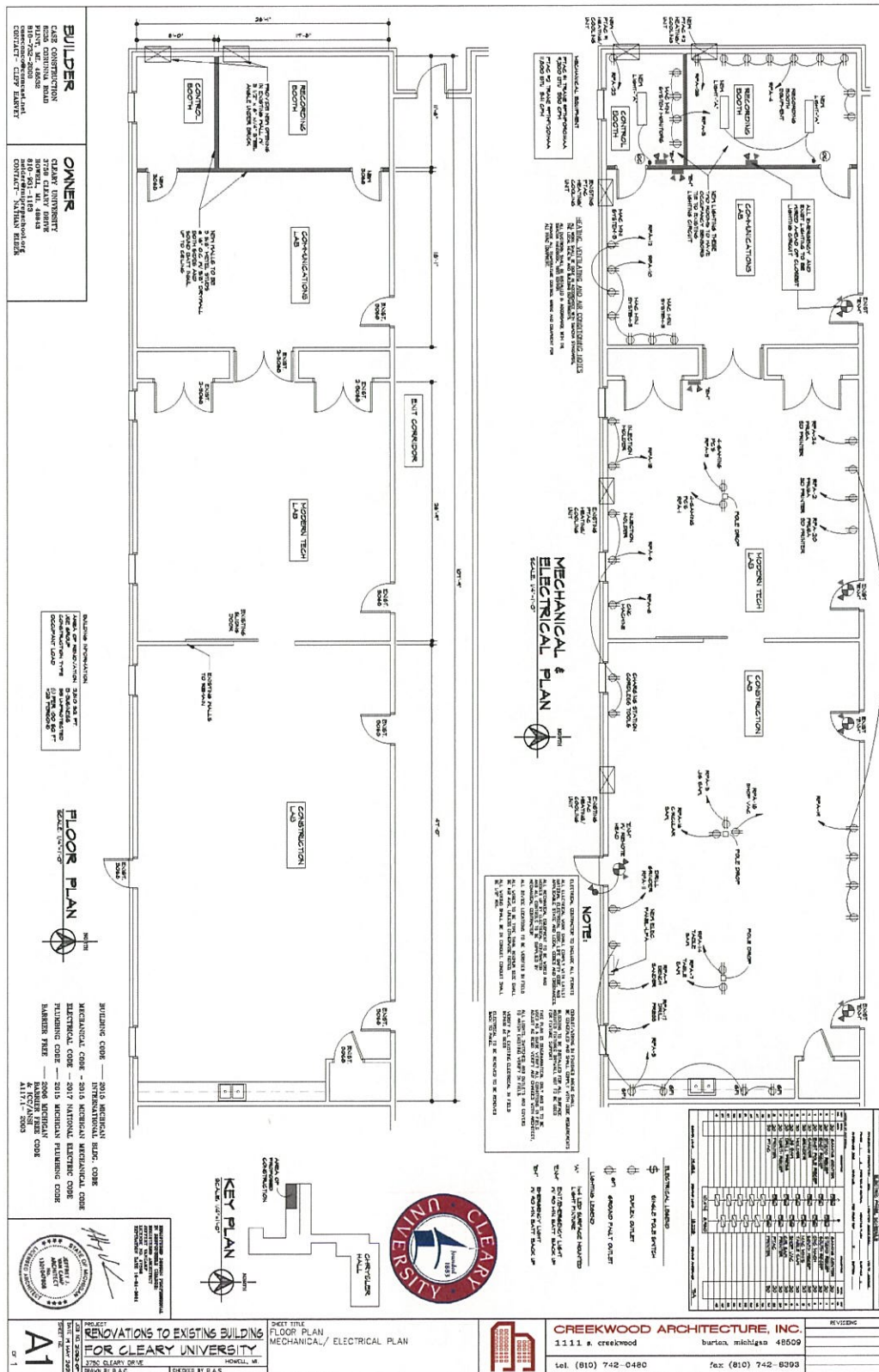
MICHIGAN INTERNATIONAL PREP SCHOOL, a Michigan non-profit corporation,

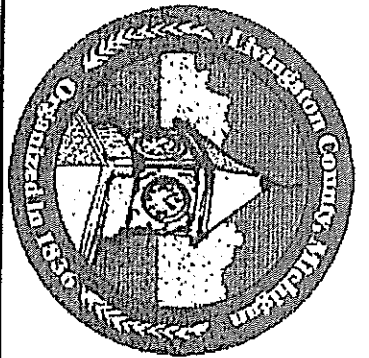
By:

Its: .

EXHIBIT "A"

Sketch or depiction of Leased Premises





Livingston County Building & Safety Engineering Department
2300 E. Grand River Ave., Suite 104
Howell, MI 48843-7580
517.546.3240 * 517.546.3000 * 517.546.3290
517.546.7461 FAX

CERTIFICATE OF OCCUPANCY

This certificate is issued pursuant to the requirements under the Michigan State Construction code: MBC 2015 and other applicable codes and ordinances certifying that at the time of issuance is in compliance with the above mentioned codes and ordinances. It is specifically understood that this certificate becomes null & void when changes in construction, occupancy or use are made without department approval.

Use Class:	Alteration Commercial	Bldg. Permit No:	PBLD2021-02377
Use Group:	B	Type Construction:	II-B
Occupancy Load:	03	Automatic Sprinkler System:	No

Description of Work: **BUILD A SOUND BOOTH AND RECORDING STUDIO 2B CONSTRUCTION**

Owner:	CHRYSER HALL CLEARY, LLC	Contractor:	CASE CONSTRUCTION CO
	29355 NORTHWESTERN HWY STE 301		6235 CORUNNA RD
	SOUTHFIELD MI 48034		FLINT MI 48532

Building Address: 3750 CLEARY DR
HOWELL, MI 48843

Parcel Number: 11-05-400-069

Building Official:

Date: 10/28/2021

Tab 3

SAGINAW LEARNING CENTER LEASE

DATE OF BOARD APPROVAL: May __, 2022

EFFECTIVE DATE: July 1, 2022 (the "Effective Date")

TENANT: MICHIGAN INTERNATIONAL PREP SCHOOL
("MIPS" or the "Academy")
7034 East Court Street
Davison 48423

LANDLORD: GUDI PROPERTIES INC.
1137 Rochester Drive
Rochester Hills, Michigan
48309

PREMISES Approximately 2,165 square feet ("SF"), located at
2715 State St., Saginaw, Michigan 48602
(the "Premises").

LEASE COMMENCEMENT DATE: Lease Commencement is July 1, 2022

LEASE TERM: The period commencing on the Lease Commencement Date
and expiring on the Lease Expiration Date (the "Term").

LEASE EXPIRATION DATE: MINIMUM The Lease Expiration Date is June 30, 2029.

MONTHLY RENT: Tenant shall begin paying rent on July 1, 2022.

First Year:	\$1.10 Gross psf or \$2,381.50/Month
Second Year:	\$1.15 Gross psf or \$2,489.75/Month
Third Year:	\$1.20 Gross psf or \$2,598.00/Month
Fourth Year:	\$1.25 Gross psf or \$2,706.25/Month
Fifth-Seventh Year:	

ADDITIONAL RENT: Tenant shall be responsible for utilities, including gas, electric and water
which are separately metered. In the event water is pro-rated, tenant shall
pay their pro-rata share of water only.

SECURITY DEPOSIT: Landlord to retain prior security deposit.

TENANT'S USE: Educational Center.

1. LEASE

Landlord, in consideration of the rents to be paid and the undertakings to be performed by Tenant, leases to Tenant the Premises for the Term, together with the nonexclusive right to use the parking areas and other common areas which may be designated by Landlord from time to time for use in connection with the Premises (the "Common Areas"), in common with others entitled to use the same. Tenant, upon paying the Rent and performing its obligations under this Lease, may peacefully and quietly enjoy the Premises during the Term, subject to the provisions of this Lease.

The Tenant shall have the right to terminate the Lease, if there are changes in the Federal, State or City laws or ordinances which prohibit or other restrict the operation of cyber schools such that Tenant may no longer operate, or in the event Tenant's Authorizer Ovid-Elsie Area Schools Board of Directors (the "Authorizer") revokes the Charter Contract issued to Tenant for the operation of the Academy as further set forth in Paragraph 3 below. The Tenant shall give Landlord four (4) months' notice if possible.

2. RENT

A. Rent. Tenant leases the Premises for the Term and agrees to pay the Minimum Monthly Rent in advance on the first day of each month during the Term beginning on the Rent Commencement Date and continuing until the expiration of the Term, as it may be extended, and Additional Rent as hereinafter provided, without demand, setoff or deduction, and to perform the undertakings herein set forth. The first installment of Minimum Monthly Rent shall be payable upon execution of this Lease. The term "Additional Rent" shall include all other charges which become due to Landlord hereunder. The Minimum Monthly Rent and Additional Rent are sometimes collectively referred to herein as "Rent." Rent shall be paid at the address of the Landlord set forth above or at such other place as Landlord may designate from time to time. In all instances the monthly rent as set forth herein shall be the determinant of the obligation for rent set forth herein, irrespective of any reference to the approximate square foot area demised hereunder. If the Rent Commencement Date is other than the first day of the month, rent will be paid for the fractional days of a month on a per diem basis.

B. Setoff. Notwithstanding anything to the contrary herein, Tenant acknowledges and agrees that its obligation to pay rent under this Lease is an independent covenant, and that such obligation to pay rent is not subject to setoff or recoupment in connection with any action for summary proceedings to recover possession of the Premises, unless required by court rule or as otherwise set forth herein.

C. Accord and Satisfaction. No payment by Tenant or receipt by Landlord of a lesser amount than the Rent or any other amounts due hereunder shall be deemed to be other than on account of the earliest and/or other amounts due, nor shall any endorsement or statement on any check or any letter accompanying any check or payment under this Lease be deemed an accord or satisfaction. Landlord may accept such check or payment without prejudice to its right to recover the balance of the amount due hereunder or pursue any other remedy for Tenant default.

3. TERM

A. Revocation or Termination of Contract. If the Tenant's Charter Contract issued by the Authorizer 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.

B. Amendment Caused By Academy Site Closure or Reconstitution. In the event that the Tenant is required (i) to close the Academy 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 an Academy site or reconstitution causes an

amendment to or termination of this Lease Agreement, the parties agree that this 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 Authorizer for implementing such site closure or reconstitution.

4. USE AND CARE OF THE PREMISES

Tenant may use and occupy the Premises only for the purposes stated above, and for no other purpose without the prior written consent of Landlord. Tenant will not use or occupy, or permit any portion of the Premises to be used or occupied without first obtaining all necessary permits and a certificate of occupancy from the municipal authority, nor:

- (i) in violation of any law, ordinance, order, rule, regulation, certificate of occupancy, building and use restriction or other governmental requirement;
- (ii) for any disreputable business or purpose, or;
- (iii) in any manner or for any business or purpose that creates risks of fire or other hazards, or that would in any way violate, suspend, void or increase the rate of fire or liability or any other insurance of any kind at any time carried by Landlord upon all or any part of the building within which the Premises are located or its contents.

Tenant, its employees and invitees, shall comply with all laws, ordinances and regulations of all public authorities and all requirements of fire insurance underwriters or rating bureaus, relating to the Premises and the use and occupancy thereof.

In the event of any breach of any of these covenants, Landlord may at its option, terminate this Lease forthwith and re-enter and repossess the Premises.

5. CONDITION OF PREMISES; TENANT'S WORK

A. Good Condition. Landlord provides assurance that the building and its systems including, plumbing, hot water heater, HVAC, electrical, roof, sidewalks, windows, doors, etc., are in good condition and in working order, and shall be maintained by Landlord in working order.

B. ADA Compliance. As of the Effective Date, Landlord has not received: (i) any notices from any governmental or quasi-governmental agencies alleging violations of Title III of the Americans with Disabilities Act of 1990 (ADA) or any regulation issued thereunder; (ii) any notices of claims made or threatened regarding noncompliance with the ADA; or (iii) any notices of any governmental or regulatory actions or investigations instituted or threatened regarding noncompliance with the ADA as to any portion of the Premises. Tenant will comply with any requirement of the Americans with Disabilities Act of 1990 and regulations issued thereunder.

6. UTILITIES

A. Transfer of Utilities. Tenant shall cause all utility service to be transferred into its name on or before the Lease Commencement Date. If Tenant fails, or is unable, to transfer utility service into its name on or before the Lease Commencement Date, Landlord shall pay the expense for such utility bill for the account of Tenant and such expense shall become Additional Rent hereunder, payable upon demand.

B. Tenant's Utility Obligation. The obligation of Tenant to pay for water, sewer, gas and electricity, and heating and air conditioning, as herein provided, commences on the date possession (July 1, 2022) of the Premises.

7. MAINTENANCE AND ALTERATIONS

A. Landlord's Maintenance Obligation. Landlord shall keep in good repair the structural elements of the outer walls and the structural elements of the roof of the Premises including doors, door frames, overhead doors and frames, glass, window casings, window frames, sidewalks and walkways, windows, plumbing, electrical, heating, ventilation, air conditioning and any other equipment installed to service the Premises, or any of the appliances or appurtenances of said doors or windows, or any attachment thereto or attachments to said building used in connection therewith. Notwithstanding the foregoing, to the extent repairs to the structural elements of the roof or outer walls of the Premises are caused by Tenant, Tenant's employees, invitees or contractors, Tenant shall be responsible for reimbursing Landlord for the cost of such repairs as Additional Rent payable upon demand.

Tenant shall promptly notify Landlord of any repairs which are the responsibility of the Landlord to perform.

B. Tenant's Maintenance Obligation. Tenant agrees that it will, at all times during the term of this lease, or any extension, at its own expense, keep the Premises and improvements servicing the Premises, and the betterments, furnishings, equipment and contents therein, in good order, condition, and repair. Upon expiration of the Term, or the sooner termination as hereinafter provided, Tenant will surrender the Premises to Landlord in like condition as when taken, reasonable wear and tear excepted.

C. Heating, Ventilation and Air Conditioning ("HVAC"). Tenant shall be responsible for using a licensed mechanical contractor for bi-annual service to conduct preventive maintenance of all HVAC equipment servicing the Premises, and a copy of the service record shall be delivered to Landlord within 10 days after the maintenance service has been performed.

D. Plumbing Facilities. If Landlord determines that Tenant or its employees, agents or invitees have abused the plumbing facilities or the adjoining or connecting sewer lines or mains or used them for any purpose other than that for which they were constructed, or disposes of grease or any other foreign substance therein, the expense of any breakage, stoppage, damage or additional repairs and consequential damages resulting therefrom shall be borne solely by Tenant and charges incurred shall be payable by Tenant upon demand as Additional Rent.

E. Alterations. Tenant shall not make any structural alterations, improvements or additions to the Premises without the prior written consent of Landlord, not to be unreasonably withheld, and then only by such contractors as may be approved in writing by Landlord. All alterations, improvements or additions, including any floor covering fastened to the floor by nails or adhesive, whether temporary or permanent in character, made by Landlord or Tenant in or upon the Premises, shall, unless Landlord requests removal, become the property of Landlord and shall remain upon and be surrendered with the Premises at the termination of this Lease without compensation to Tenant, except that Tenant may remove all movable office furniture and equipment installed by Tenant. Tenant shall remove such other alterations and additions installed by Tenant as Landlord may direct. Tenant shall, at its expense, repair any damage to the Premises caused by the installation or removal of such furniture, fixtures, alterations or additions and restore the Premises to the condition existing at the Lease Commencement Date, reasonable wear and tear excepted. Upon written notice, if Tenant fails to remove all of Tenant's property and the property of others in the possession of Tenant from the Premises within ten (10) business days from termination or expiration of this Lease, Landlord may remove and dispose of such property, deemed abandoned, in any manner, without liability therefor, and Tenant shall pay all charges for such removal and/or disposal upon demand by Landlord. Tenant shall indemnify and hold harmless Landlord on account of any claim by other persons with respect to such property.

8. REAL ESTATE TAXES

TENANT IS EXEMPT FROM ANY AND ALL REAL ESTATE TAXES. Landlord will pay all taxes, including, without limitation, for real estate and personal property owned by the Center, and assessments assessed, levied, confirmed or imposed upon the Center during the term of this Lease or any extensions. "Real Estate Taxes" shall be all (a) real property taxes and assessments which become due during the Lease Term or any extension (including installments of special assessments required to be paid during the Lease Year although levied prior to the Lease Term) and other charges which may be levied, assessed or charged against the Center; and (b) all other taxes and other charges imposed by the State in which the Premises are located, or any subdivision thereof which: (i) are enacted after the date of this Lease or, if previously enacted, are increased in any manner after the date of this Lease (but only to the extent of such increase); (ii) are a replacement of or in addition to all or any part of ad valorem taxes as sources of revenue, and (iii) are based in whole or in part upon the Center of which the Premises is a part or any interest therein or the ownership or operation thereof, or the rents, profits or other income therefrom.

9. INSURANCE - LANDLORD

Landlord will obtain and keep in force, during the term of this Lease and any extension, Special Form coverage insuring for property damage on a replacement cost basis and, general liability insurance for the Center naming Landlord and its mortgagee, if any, as loss payee(s) as their interests may appear and other parties that Landlord may designate as additional insureds for buildings and improvements now or after this date located in the Center. Landlord may elect to include and provide, as it deems appropriate, not limited to: boiler and machinery coverage, loss of rent insurance, umbrella liability insurance and workers' compensation insurance. Insurance premiums payable hereunder by Tenant shall be those premiums which apply to the Term or any partial Lease Year, whether paid or accrued prior to the commencement of the Term, during the Term or after the expiration of the Term, using the policy year for pro ration. The total insurance premium for each policy year is deemed payable in advance.

10. INSURANCE - TENANT

Tenant, at its sole cost and expense, shall maintain at all times during the Term and any extension thereof, a comprehensive policy of general liability insurance in which the Landlord (Gudi Properties Inc.) is named additional insureds with limits of not less than Five Hundred Thousand Dollars (\$500,000.00) for a single occurrence, One Million Dollars (\$1,000,000.00) in the aggregate, and Two Hundred Thousand (\$200,000.00) for damage to property. Such insurance, with deductibles in an amount reasonably satisfactory to Landlord, shall include a fire legal liability rider, and contractual liability coverage. Tenant shall deliver policies of such insurance, or certified copies thereof required by Landlord, and provide that the insurer give Landlord not less than thirty (30) days prior written notice of the cancellation or change in any material term of the policy. AU insurance provided for in this Paragraph may be in the form of a general coverage, floater policy, or so-called blanket policies which may be furnished by Tenant, Tenant's designee(s) or sublessee(s) designated in writing by Tenant.

11. ASSIGNMENT AND SUBLETTING

Tenant may not assign this Lease or any interest therein or sublet the Premises or any part thereof without the prior written consent of Landlord. An existing tenant of the Center is not permitted to become a subtenant or assignee, nor may a proposed subtenant or assignee be a person or entity with whom Landlord or its agent has been or is then negotiating for space in the Center. In the event Landlord's consent is obtained, which shall not be unreasonably withheld, Tenant shall remain liable for all of its obligations under this Lease. One half of any sums and any other economic consideration received by or due to Tenant as a result of any subletting or which become due as the result of an assignment (except rental or other payments received which are reimbursement for the amortization of the cost of leasehold improvements made by Tenant as a requirement of the sublease), whether denominated as rent or otherwise, which exceed, in the aggregate, the total sums which

Tenant is obligated to pay Landlord under this Lease (prorated, in the event of a partial sublease), shall be due and payable to Landlord as Additional Rent without affecting or reducing any obligation of Tenant hereunder. Tenant will pay to Landlord or its agent a processing and review fee of Two Hundred Fifty Dollars (\$250.00) for each such assignment or sub-lease submitted to Landlord for its review due at the time of submission.

12. ACCESS BY LANDLORD

Landlord shall have the right to enter upon the Premises (upon 24-hours advance notice, except in the case of an emergency), at any reasonable time for the making of inspections, repairs, or alterations the Landlord may deem necessary, to exhibit the Premises to others, and for any purpose related to the safety, protection, operation, or improvement of the Center.

13. FIRE OR OTHER CASUALTY

So long as Tenant is not in default and is in possession and doing business at the Premises, if the Premises is damaged or destroyed by fire or other casualty which is insured under standard fire and extended coverage insurance, to the extent insurance proceeds are available, and provided, then, in that event, Landlord shall repair and restore the same with reasonable dispatch. If fire or other casualty makes the Premises untenantable, rent shall abate pro rata in proportion to the area taken to the extent of untenability. If the casualty loss occurs within the last twenty-four (24) months of any Lease Term, renewal or extensions, Landlord, at its option, may elect not to rebuild or reconstruct the Premises, in which event; after a thirty (30) day written notice to the Tenant, this Lease will terminate at the expiration of the notice period and Tenant shall have re-delivered the Premises to Landlord. If the loss exceeds twenty-five percent (25%) of the Premises, Landlord may elect to demolish the Premises and/or part or all of the Center and if Landlord so elects, whether or not the Premises have been damaged, this Lease may be terminated by Landlord upon thirty (30) days written notice to Tenant which will cause the termination to occur at the end of the notice period. If repair of the building is delayed by Tenant's failure to adjust its own insurance claim or to remove its equipment or property within a reasonable time, there shall be no abatement of rent during the period of such delay.

14. EMINENT DOMAIN

If all of the Premises or the use and occupancy thereof are taken under the power of eminent domain, this Lease shall terminate at the time of such taking. If any portion of the Building or the use and occupancy thereof shall be taken under the power of eminent domain, Landlord may, at Landlord's sole option, at any time after the entry of the verdict or order for such taking, terminate this Lease on not less than thirty (30) days' notice in writing to Tenant. If twenty-five percent (25%) or more of the Premises shall be taken and the remainder is unsuitable for Tenant's Use, Tenant may terminate this Lease by notice in writing to Landlord within thirty (30) days after the taking and, in such event, Tenant shall vacate within thirty (30) days after such termination; if Tenant does not terminate, rent shall be reduced in proportion to the area of the Premises taken. All damages and compensation awarded for any taking under the power of eminent domain shall belong to and be the property of Landlord whether such damage or compensation be awarded for the leasehold or the fee or other interest of Landlord or Tenant in the Premises.

15. WAIVER OF SUBROGATION

Landlord and Tenant and their assignees hereby release each other and their respective agents and employees from any and all liability to each other or anyone claiming through or under them by way of subrogation or otherwise for any loss or damage to property or bodily or personal injuries caused by or resulting from risks insured against under fire or extended coverage casualty insurance carried by the parties hereto and in force at the time of any such loss or damage; provided, however, that this release shall be applicable and in force and effect only with respect to loss or damage occurring during such time as the releasor's policies contain a clause or endorsement to the effect that any such release shall not adversely affect or impair such policies or prejudice the right of the releasor to recover thereunder. Landlord and Tenant agree that they will request their respective insurance carriers to include in its policies such a clause or endorsement, and will include such a clause only so long as it is includable without additional cost, or if additional cost is chargeable therefor, only so long as the other party pays such additional cost. Each party will notify the other of any such additional cost, and such other party at its election may pay the same, but shall not be obligated to do so.

16. COVENANTS TO HOLD HARMLESS

To the extent permitted by law and without waiving any governmental immunities, Tenant shall indemnify and hold Landlord harmless from and against any and all claims, demands, actions, damages, liability and expenses in connection with the loss or damage to property, or for bodily or personal injuries to persons or loss of life or damage to property occurring in, on, or about, or arising out of, the Premises occasioned wholly or in part by any act or omission of Tenant, Tenant's agents, contractors or employees, except for those occasioned by the negligence or willful misconduct of Landlord, Landlord's agents, contractors or employees.

Landlord shall indemnify and hold Tenant harmless from and against any and all claims, demands, actions, damages, liability and expenses in connection with the loss or damage to property or injuries to persons or loss of life or damage to property arising in connection with the acts or omissions of Landlord, Landlord's agents, contractors or employees, or arising in connection with the use or operation of the Common Areas, except for those occasioned by the negligence or willful misconduct of Tenant or Tenant's agents, contractors or employees.

17. HAZARDOUS MATERIALS

A. Definition. The term "hazardous materials" means any hazardous or toxic substance, material or waste, pollutant or contaminant which was, is or becomes regulated by any local government authority, the state in which the Premises is located, or the United State Government, including, without limitation, any material or substance which is (i) asbestos; (ii) designated as a "Hazardous Substance" pursuant to Section 311 of the Federal Water Pollution Control Act, 33 U.S.C. 1317; (iii) defined as a "Hazardous waste" pursuant to Section 1004 of the Federal Resource Conservation and Recovery Act, 42 U.S.C. 6901 et seq. ("RCRA"); (iv) defined as a "Hazardous substance" pursuant to Section 101 of the Comprehensive Environmental Response Compensation and Liability Act, 42 U.S.C. 9601 et seq. ("CERCLA"); or, (v) designated as a "Hazardous material" pursuant to Section 1803 of the Hazardous Materials Transportation Act, 49 U.S.C. 1801 et seq.

The term "Hazardous Materials" means any hazardous material as defined above, but not including any such substance, material or waste which is on the Premises on and prior to the Lease Commencement Date (except to the extent that such substances or materials are thereafter used in the ordinary course of Tenant's business during the Lease Term) or any such items placed or permitted to exist on the Premises by Landlord, its affiliates, successors (other than Tenant) and permitted assigns and their respective agents and employees, or any such items placed or permitted to exist on the Premises after the Lease Term.

The term "Material Contamination" means the presence or release (as defined in CERCLA) of any Hazardous Materials or unlawful contamination of the Premises however caused, the reporting, investigation, remediation or other response to which is required by environmental law.

B. Tenant's Covenants. Tenant shall not cause or permit any Hazardous Materials to be brought upon, kept or used in, on or about the Premises except Hazardous Materials as is or will be necessary to Tenant's business and will be transported, kept, stored, used, discharged, generated, released and disposed of in a manner that materially complies with all laws regulating any such Hazardous Materials. To the extent Tenant manages any other Hazardous Materials at the Premises, it will do so in compliance with all such laws. Tenant shall obtain and maintain any environmental permits, approvals, certificates or registrations required by any governmental agency in connection with its occupancy or operations at the Premises. Tenant will not install any underground storage tank, PCB containing equipment, or asbestos containing material at the Premises without the advance written permission of Landlord, and will not dispose or release any Hazardous Material on the Premises.

Tenant represents and warrants that it shall at all times comply with all state, federal, and local health, safety, environmental, hazardous waste and other similar laws and regulations, now established or promulgated during the term hereof, dealing with the storing, handling, usage, transport, and disposal of chemicals, pesticides, asbestos products, petroleum products or any other type of material, whether in the liquid, solid, or gaseous form, the use or misuse of which is, or becomes, regulated by any state, federal or local law or regulation or which

could cause damage to property and/or harm to any person or the environment. Tenant shall immediately notify Landlord, in writing, of any release or discharge of any hazardous substance or of any notice or demand by Federal, State or local governmental action or investigation of Tenant's operations or the Premises for compliance with any of the above referenced laws.

Tenant shall and does hereby agree to indemnify, save, and hold Landlord harmless from and against any and all actions, claims, damages, costs, expenses of any kind, or liabilities including, without limitation, clean up, court costs and attorney's fees, which may result from Tenant's, its employees, agents, contractors, or licensees use or misuse, storage, handling, transport or disposal of any of the foregoing described substances. The provisions of this paragraph shall survive the expiration or termination of this Lease.

Tenant shall certify to Landlord, upon reasonable cause, at each annual anniversary date of this Lease and thirty (30) days prior to the termination of this Lease that Tenant is in compliance with the foregoing described laws. Landlord shall have the right to conduct an environmental audit of the Premises or any surrounding areas on an annual basis and upon expiration of the Term, the cost of which shall be paid for by Tenant. In the event upon expiration of the Term or Lease termination, there exists any hazardous material on the Premises or any immediately surrounding area, then at Landlord's option, Tenant shall be deemed to be holding over the Premises on a month-to-month basis in accordance with Paragraph 20, until such time as such contamination is remedied by Tenant and a favorable environmental certification is received by Landlord from any regulatory agency which has jurisdiction. The provisions of this Paragraph shall survive the Lease expiration or its termination.

C. Breach. Breach of any provision of Paragraph 17, shall be deemed material for which all Landlord remedies for Tenant default shall be available.

18. DAMAGE

The parties shall have no liability for any loss or damage that may be occasioned by or through the acts or omissions of others, including persons occupying other premises in the Building. Landlord shall have no liability for any loss or damage from water leakage from any source, or from leakage, overflow, stoppage or hacking up or other condition of any facilities or utilities, or from fire, explosion of any other casualty, or for any loss or damage from any other cause whatsoever, including theft, unless such loss is occasioned solely by the unlawful act or omission of the Landlord, its agents or employees.

19. SURRENDER OF PREMISES

On or before the expiration of the Term or upon earlier termination of this Lease with the written consent of Landlord, Tenant shall surrender the Premises to the Landlord by delivering the keys to the office of the Landlord, at this date. The Premises shall be in broom clean condition, and all of Tenant's alterations, additions, improvements and fixtures in good order and condition (reasonable wear and tear excepted), except for alterations, additions, improvements or fixtures that Tenant has the right to remove or is obligated to remove pursuant to Paragraph 7 hereof. Tenant shall remove all its trade fixtures and other removable personal property and perform all restoration made necessary by the removal of any such alterations, additions, improvements, fixtures or other property prior to the expiration of the Term. Upon ten (10) days written notice to the Tenant following the expiration or termination of the Term, the Landlord may remove all property not removed and deemed to have been abandoned by Tenant from the Premise and said property may be retained by Landlord as its sole property or removed and disposed of in such manner as Landlord may see fit, and Tenant shall be liable to Landlord for any and all costs and expenses incurred in connection with any such removal and disposal, including court costs, attorneys' fees and storage charges for such property. If Tenant fails to surrender the Premises to Landlord at the expiration or earlier termination of the Term, Tenant shall indemnify and hold Landlord harmless from all damages resulting from Tenant's failure to surrender the Premises, including, without limitation, claims made by a succeeding Tenant resulting therefrom.

20. HOLDING OVER

In the event that, upon expiration of the Term or earlier termination of the lease with the written consent of Landlord, Tenant fails to surrender the Premises in accordance with the provisions of this lease, Tenant shall be deemed to be a Holdover Tenant. In the event Tenant holds over, absent a written agreement with Landlord to the contrary, the tenancy shall thereafter be from month-to-month, on the same terms and conditions as are herein set forth, except that the Minimum Monthly Rent shall be equal to one-hundred fifty percent (150%) of the expiring monthly rate, as scheduled in this Lease. Either Landlord or Tenant shall have the right to terminate Tenant's month-to-month tenancy with thirty (30) days written notice, to be sent certified mail, return receipt requested.

21. DELINQUENCY

If Tenant fails to pay or perform any obligation of Tenant hereunder, Landlord may, at Landlord's option, pay or perform Tenant's obligation, in which event any reasonable and invoiced amount expended by Landlord therefor shall be Additional Rent due and payable forthwith.

22. BANKRUPTCY

If the tenancy shall be taken in execution or by other process of law, or if Tenant shall file a petition in bankruptcy or insolvency, or if Tenant shall be declared bankrupt or insolvent, or if a receiver shall be appointed for Tenant's property, or if an assignment shall be made of Tenant's property for the benefit of creditors, Tenant shall be in default under this Lease, and, to the extent permitted by applicable law, Landlord shall be entitled to exercise any or all remedies set forth in this Lease. This Lease shall be deemed to have been rejected and terminated unless the trustee or Tenant assumes this Lease within sixty (60) days after the filing of a proceeding under the Federal bankruptcy laws or within such other time period as may be provided by the Bankruptcy Court. Tenant acknowledges that, in entering into this Lease, Landlord relied upon a determination that Tenant would be able to perform its obligations under the Lease and that the character of Tenant's occupancy and use of the Premises would be compatible with the character of the Building and the other tenants therein. No election by a trustee or Tenant to assume this Lease shall be effective unless the trustee or Tenant cures, or gives adequate assurance of a prompt cure of, any existing default, compensates or gives adequate assurance of compensation for any pecuniary loss incurred by Landlord arising out of any default of Tenant, and gives further assurance of future performance under this Lease, including but not limited to a reasonable security deposit as determined by Landlord. This Lease may be assigned by the trustee or Tenant only if Landlord and the intended assignee acknowledge in writing that the intended assignee's use of the Premises will not be dissimilar to Tenant's permitted and existing use hereunder, and that the assignee has provided further assurance of future performance of all of the terms and conditions of this Lease, including but not limited to the submission of satisfactory current, audited financial statements.

23. DEFAULT - TENANT

A. Default; Notice; Remedies. If Tenant shall default in the payment of Rent or other amounts due hereunder, or in the performance of any other obligation of Tenant hereunder and such monetary default shall continue for seven (7) days after written notice to Tenant, or such non-monetary default shall continue for thirty (30) days after written notice to Tenant, or if the Premises are vacated, or if any of the events recited in Paragraph 24 shall occur, Landlord may, in addition to all other remedies permitted by law: (a) terminate this Lease by notice to Tenant and recover Landlord's damages from Tenant; and (b) with or without terminating this Lease, reenter and repossess the Premises and remove and put out Tenant and each and every occupant, preserving Landlord's right of damages; provided, however, the termination of Tenant's possession of the Premises shall not terminate any of Tenant's obligations under this Lease, including, without limitation, the obligation to pay Rent. Any termination by Landlord pursuant to this paragraph shall be immediately effective and Landlord shall be entitled to forthwith commence an action in Summary Proceedings to recover possession of the Premises. Except as set forth herein, Tenant waives all notice in connection with such termination, including, without limitation, notice of intent to terminate, demand for possession or payment, and notice of reentry. Should

Landlord at any time terminate this Lease for any breach, in addition to any other remedies it may have, it may recover from the Tenant all damages it may incur by reason of such breach, including the cost of recovering the Premises, reasonable attorney fees, and including the worth (computed by discounting the future rent to become due hereunder to the date of termination at the rate of six percent [6%] per annum) at the time of such termination of the excess, if any, in the amount of rent and other charges reserved in this Lease for the remainder of the stated term over the then reasonable rental value of the Premises for the remainder of the stated term, all of which amounts shall be immediately due and payable from the Tenant to the Landlord. Landlord's damages shall include, without limitation, the cost of recovering possession of the Premises, reasonable attorneys' fees, unpaid Rent currently due, past due or due in the future, brokerage commissions, the Rent which would have accrued during any free rental period and the amount of any other rental concessions and, if Landlord incurred any costs or expenditures to fit the Premises to the needs of Tenant, Tenant agrees to reimburse Landlord such costs and expenditures, plus the estimated cost to Landlord of restoring the Premises to its original condition.

B. Right to Terminate. In the event Tenant defaults in the payment of rent or any other charge provided for in this Lease on three (3) or more occasions within any twelve month period, such default shall be deemed material, giving rise to the right of the Landlord, but not the obligation, to terminate the Tenant's Lease upon written notice, certified mail, return receipt requested, in which event, Tenant shall remove itself and its owned contents within ninety (90) days after receipt of such notice; failing so to do, the Landlord may commence the appropriate legal proceedings to enforce this provision. Landlord acknowledges and shall attempt to work cooperatively with Tenant to not terminate this lease until the end of the then-current school year so as to not disrupt the school year for students, to the extent possible, excluding Tenant's failure to make or cure rental payments under this lease.

24. DEFAULT - LANDLORD

If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord's part to be performed, and if as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only out of the proceeds of sale received upon execution of such judgment and levied thereon against the right, title and interest of Landlord in the Building and out of the rents or other income from such property receivable by Landlord, or out of the consideration received by Landlord from the sale or other disposition of all or any part of Landlord's right, title and interest in the Building, Landlord and its members, partners, agents, employees and any other persons holding interests under or through Landlord shall not otherwise be liable for any deficiency claimed to be due.

25. LEGAL EXPENSES

In the event proceedings shall be brought by either party for breach of any lease covenant and/or to enforce any provision of this Lease, the non-prevailing party shall pay to the other all reasonable expenses incurred therefor, including any reasonable attorneys' fees.

26. SECURITY DEPOSIT

Landlord shall hold the amount recited as a security deposit on the first page of this Lease as security for the performance of all of the obligations of Tenant under this Lease. Landlord shall not be obligated to apply the security deposit to any Rent or other charges and Landlord's right to terminate this Lease and to take possession of the Premises in the event of default shall not be affected by the fact that Landlord holds such security. Landlord may at any time apply the security deposit upon Rent, Additional Rent or other charges theretofore suffered and may retain the security deposit to apply upon such damages as may accrue thereafter. If the security deposit is not applied to the payment of Rent, Additional Rent or other charges, the same shall be returned to Tenant upon expiration of the Lease and when Tenant shall have vacated the Premises and delivered possession to Landlord in the condition required hereunder. Landlord shall not be obligated to keep the security deposit as a separate fund, but may commingle the same with Landlord's funds, and no interest shall accrue thereon.

28. VEHICULAR PARKING

A. Parking Rights. Tenant and its employees shall have the right to use nine (9) parking spaces. Landlord may designate certain parking areas set aside for tenants, their employees, and licensees.

29. RE-RENTING

For the period commencing one-hundred eighty (180) days prior to the termination of the Term of this Lease, Landlord may show the Premises to prospective tenants upon prior reasonable notice, and may display in or about the building the usual and ordinary "TO RENT/LEASE" signs.

30. FORCE MAJEURE

In the event that either party hereto shall be delayed or hindered or prevented from performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, riots, insurrection, war or reasons of a similar nature, not the fault of the party delayed in performing the work or doing the acts required under the terms of this Lease, other causes beyond the control of the party so delayed, then the performance of such act shall be excused for the period of the delay (not greater than ninety [90] days) caused by the foregoing. Failure or inability of Landlord, despite its reasonably prompt and diligent efforts to settle and obtain insurance proceeds to which it is entitled, shall constitute a force majeure delay for purposes of Landlord's obligations under this Lease. The provisions of this Article shall not excuse Landlord from the timely delivery of possession of the Premises. Financial inability shall not excuse performance by either party.

31. MISCELLANEOUS

A. Interpretation and Use of Pronouns. Nothing contained herein shall be deemed or construed by the parties hereto, nor by any other third party, as creating the relationship of principal and agent or of partnership or of joint venture between the parties hereto, it being understood and agreed that neither the method of computation of Rent, nor any other provision contained herein, nor any acts of the parties herein, shall be deemed to create any relationship between the parties other than the relationship of Landlord and Tenant. Whenever herein the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders.

B. Laws of the State of Michigan. This Lease shall be governed by and construed in accordance with the laws of the State of Michigan. The unenforceability, invalidity or illegality of any term or provision of this Lease shall not render any other term or provision unenforceable, invalid, or illegal.

C. Binding Effect. This Lease shall inure to the benefit of the successors, assigns, heirs, transferees, and administrators of Landlord and Tenant. The invalidity of any provision of this Lease shall not affect the validity and enforceability of any other provision or of the same provision in any other respect. This Lease may only be amended by written agreement signed by both Landlord and Tenant.

D. Cumulative Rights. The rights and remedies provided herein shall be cumulative and shall not be exclusive of any other rights or remedies or any rights or remedies provided by law. One or more waivers of any covenant, term, condition or provision of this Lease by either party shall not be construed as a waiver of a subsequent breach of the same covenant, term, condition or provision, and the consent or approval by Landlord to or of any act by Tenant shall not be deemed a waiver of Landlord's consent or approval to or of any subsequent similar act by Tenant.

E. Entire Agreement. All of the agreements, conditions, covenants, terms, warranties, understandings, obligations limitations, representations, and provisions of this lease of the premises or the Tenant's occupancy in the Building are expressly contained in this Lease, and none shall be implied.

F. Written Amendment. This Lease may be amended only by subsequent written instrument signed by the Landlord and Tenant.

G. Time is of the Essence. The parties agree that time is of the essence.

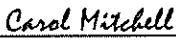
H. No Inducement; Independent Investigation. Tenant acknowledges and agrees that no prior information provided or statements made by the Landlord or its agent(s), including, without limitation, financial matters and matters related to: (i) any of the other tenants expected in the Building; (ii) the Building; or (iii) the number or types of tenants in the Building, have in any way induced the Tenant to enter into this Lease. The Tenant acknowledges it has conducted its own independent inquiry and investigation of all matters related to the Building, including, but not limited to, its tenancies and the surrounding area.

I. Counterparts. This Lease may be executed by the parties on separate counterparts or separate signature pages, all of which, taken together, shall constitute one and the same instrument. Photocopies of signatures and signatures delivered electronically or by facsimile shall be deemed to be originals for purposes of enforcement of this Lease.

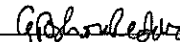
IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

"TENANT"
MICHIGAN INTERNATIONAL PREP SCHOOL,
a Michigan Public Charter School

"LANDLORD"
GUDI PROPERTIES, INC.,
a Michigan corporation company

By: 
DocuSigned by:
448C09D3CEAD40E...

Its: Board President

By: 
DocuSigned by:
CD3D1174A30A4AE...

Its: Owner

4877-0580-1229 v3 [75790-1]

BEARING CONSTRUCTION AND CONSULTINGS

34501 LYLE ST.

ANN ARBOR, MI 48106-1507

PH (313) 470-9037

PROJECT

Reimagine Eds. LLC

2715 STATE ST.

SAGINAW, MI

CLIENT

Changshou Properties LLC

REVISIONS

NOTES

APPROVED BY

LARRY MEROGI

SEAL

STATE OF MICHIGAN

Professional Engineer

0000000000

SCALE:

AS NOTED

DATE

5/29/2019

SHEET TITLE

CEILING & 1st FLOOR PLAN

SHEET

A-1

LEGAL DESCRIPTION

LOT 1 OF

E 7 ACRES OF PL 4 ACRES

IN SEC 22 T29N R4E

LYING S OF STATE ST

NOTES:

1. 2ND FLOOR WILL REMAIN VACANT ALL THE TIME

OCCUPANCY RECOMMENDATION:

RECOMMENDED OCCUPANCY: 22

10 VISITORS & 4 FULL TIME EMPLOYEE

EDGES WITH REQUIRED (TABLE 1005.1):

0.2 PER OCCUPANT: 22 x 0.2 = 4.4"

EDGES WITH PROVIDED: 4 EXIST PROVIDED 14" WIDE

ALL INTERIOR FINISHES PER CHAPTER 8

INTERIOR FINISH REQUIREMENT (PER TABLE 801.5)

INTERIOR FLOOR FINISH REQUIREMENT (PER TABLE 801.5)

CLASS C FLOOR FINISH: 7/8" MIN. THICK

CLASS C FLOOR FINISH: 7/8" MIN. THICK

2 ADA BATHROOMS REQUIRED & PROVIDED

MAXIMUM EXIT ACCESS TRAVEL DISTANCE (SECTION 1016.1)

ALLOWED: 200'

TRAVEL #1: 25' < 200'

TRAVEL #2: 65' < 200'

PROPOSED TUTORING & COUNSELING CENTER

GOVERNING CODE: (SECTION 105.1) - 2015 IBC

STATE OF MICHIGAN ELECTRICAL CODE: NEC-2014

INTERNATIONAL FIRE CODE: 2015 (IFC-2015)

INTERNATIONAL PLUMBING CODE: (IPC-2015)

INTERNATIONAL MECHANICAL CODE: (IMC-2015)

INTERNATIONAL BUILDING CODE: 2015 (IBC-2015)

INTERNATIONAL SCHEDULING CODE: 2015 (ISC-2015)

INTERNATIONAL WOOD PRESERVATION CODE: 2012 (IWPC-2012)

INTERNATIONAL WOOD PRESERVATION CODE: 2012 (IWPC-2012)

INTERNATIONAL WOOD PRESERVATION CODE: 2012 (IWPC-2012)

1st FLOOR EXIST. & DEMOLITION PLAN

SCALE: 3/8"=1'-0"

1st FLOOR EXIST. & DEMOLITION PLAN

SCALE: 3/8"=1'-0"

1st FLOOR EXIST. REFLECTED CEILING

SCALE: 3/8"=1'-0"

1st FLOOR EXIST. REFLECTED CEILING

SCALE: 3/8"=1'-0"



Inspections Department, 1315 S. Washington Ave., Saginaw MI, 48601

City of Saginaw Certificate of Occupancy

Is hereby issued in accordance with Chapter 1, Section 110 of the Michigan Building Code and Chapter 1602 of the Saginaw Zoning Code for structures, premises, and use below.

Premises located at: 2715 State

Zoning Classification: B-1

Type of construction of principal structure: IIIB

Proposed occupancy: B

Number of stories: 2

Building Permit number: 19-0229

Notes: Building renovation.- 1st floor only Second story to remain vacant.

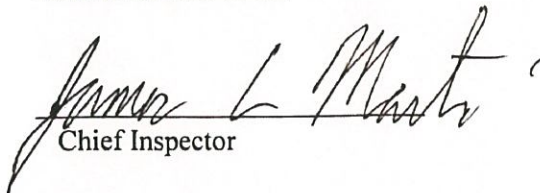
Owner: GUDI PROPERTIES

1137 Prescott DR

ROCHESTER, MI 48306

This certificate is issued **ONLY** for the structures and occupancy stated above and is void if there is any change in either occupancy or structure.

Date Issued: 1-11-22


Chief Inspector

Note: For single and two family dwellings, this certificate relates to only the Saginaw Zoning Code

SCHEDULE 7a



MICHIGAN
INTERNATIONAL
PREP SCHOOL

GOVERNANCE STRUCTURE

WHEREAS, the People of Michigan through their Constitution have provided that schools and the means of education shall forever be encouraged and have authorized the Legislature to maintain and support a system of free public elementary and secondary schools; and all public schools are subject to the leadership and general supervision of the State Board of Education; and the Legislature has authorized an alternative form of public school designated a "school of excellence that is a cyber school" to be created to serve the educational needs of pupils and has provided that pupils attending these schools shall be eligible for support from the State School Aid Fund; and the Legislature has delegated to the governing boards of state public universities, community college boards, intermediate school district boards and local school district boards, the responsibility for authorizing the establishment of public school academies; and the Ovid-Elsie Area Schools Board has approved the issuance of a contract conferring certain rights, franchises, privileges, and obligations of a school of excellence that is a cyber school to the Michigan International Prep (the "Academy") School Board of Directors (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 school of excellence that is a cyber school. 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 Ovid-Elsie Area Schools Board. The relationship between the Academy and the Ovid-Elsie Area Schools Board is based solely on the applicable provisions of the Code and the terms of the Charter Contract.

The Academy Board shall have at least five (5), but no more than nine (9) members, as determined by the Ovid-Elsie Area Schools Board. Academy Board members shall be appointed according to the terms of the Method of Selection, Appointment and Removal Resolution adopted by the Ovid-Elsie Area Schools 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 of this Contract.



MICHIGAN
INTERNATIONAL
PREP SCHOOL

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 – Description of Staff and the Educational Service Provider Agreement. 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 as issued by the Ovid-Elsie Area Schools Board.

**Michigan International Prep School
Board of Directors**

Board of Directors Terms

Jeff Capobianco – term expiring June 30, 2023

Sheryl Morris – term expiring June 30, 2024

Pat Bono – term expiring June 30, 2025

Carol Mitchell – term expiring June 30, 2026

Kevin Trobaugh - term expiring June 30, 2026

Board of Directors Information

Carol Mitchell, Board President

Carol has been a full-time Realtor for the past 35 years. During that time, she has also been a manager and trainer. Carol firmly believed in furthering her education in her career to better serve her clients so she achieved the designation of ABR, GRI, and CRS (which only 3% of Realtors obtain this designation). She has been honored most of those 35 years as one of the top Realtors in her company. Carol has also been honored as one of the Top 100 Realtors in the United States. Carol was a member of the Oxford School Board for 14 years. She served as Trustee, Secretary, and Vice President. Carol is very dedicated to learning everything she could do to be a good Board Member and attended years of classes offered through MASB obtaining the highest level of training ever held on the Oxford Community School Board.

Dr. Jeff Capobianco

Dr. Jeff Capobianco has over 25 years of clinical, administrative, and healthcare research experience. He has an extensive background in strategic planning to design and implement primary, substance use disorder, and mental healthcare integration models for children and adults. With expertise in evidence-based practice and value-based/ alternative payment model implementation, Lean Six Sigma methodologies, Adaptive Leadership, and learning community approaches to organizational change he focuses on developing sustainable, efficient, and effective approaches to healthcare integration. He has consulted with dozens of healthcare organizations, including state departments of Medicaid, hospital systems, and county health departments.

Prior to joining the National Council for Mental Wellbeing where he is a Senior Consultant, he held positions as a Research Investigator at the University of Michigan School of Social Work, where continues to teach part-time, and as the Director of Research and New Program Development for a behavioral health managed care organization. He holds a PhD in Program Evaluation from Wayne State University School of Education and a Masters Degree in Clinical Psychology. He enjoys time with his wife, son, and two French Bulldogs and tries to play guitar in his freetime.

**Michigan International Prep School
Board of Directors**

Pat Bono

Patrice Bono has two daughters and two grandsons and has been retired since 2019. She worked for 16 years as a legal secretary for a defense law firm in Detroit, Michigan, 3 years as a paralegal/office manager for a law firm in Brownsville, Texas, and 3 years as a paralegal/office manager for a law firm in Ventura, California. After returning back to Michigan she became employed by Oxford Community Schools in various capacities and spent the last 8 years of her career as the Administrative Assistant to the Superintendent. While working for the district, she attended classes through MASB and obtained the same certifications as board members. Of her many interests, she enjoys traveling the most and has visited many countries and continues to travel. She also enjoys gardening, cooking, reading, quilting and sewing. She has volunteered in many capacities in her community.

Sheryl Morris

As a Regional Manager for Pearson's Online and Blended Learning group, Sheryl was responsible for working directly with K-12 leadership to assist them in developing a virtual learning strategy. While working with Superintendents and the district team, she designed a Partner Program for them that best suits their goals and objectives. Sheryl covered the Midwest including Ohio, Michigan, and Wisconsin. In 2017, she received the highest review rating available at Pearson. Her skills include excellence in building solid relationships that span multiple years, providing presentations to districts and school boards, developing marketing plans and building current client revenue through expansion of their current programs. She has strong experience in the development of requests for proposals, contract negotiations and ongoing contract review.

Kevin Trobaugh

Kevin Trobaugh has his CPA, Master of Professional Accountancy, Bachelor of Science in Business with a concentration in accounting and minor in Latin American Studies. Kevin has a diverse assurance background with exposure to large private equity venture capitalist funds and start-ups in the Silicon Valley to small not-for-profits in Montana. The majority of his experience in public accounting has been in manufacturing in the Detroit area, where he had heavy exposure to purchase accounting, private equity, and was a designated revenue expert due to his experience with ASC 606 implementation.

SCHEDULE 7b



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Michigan International Prep School Goals

General District Goals

1. MIPS believes that the virtual school structure must be a village partnership with each student's home support team. MIPS students will complete 100% of courses taken.
2. MIPS is working closely with dual enrollment partners to expand the offerings and opportunities. MIPS has a goal to add two new pathways for the 2022-2023 school year.
3. MIPS will increase the number of pathway opportunities for students.
4. MIPS will continue to increase the number of MIPS built and taught courses. MIPS has the intention to develop and teach all courses through MIPS and to increase MIPS's independence.
5. MIPS will continue to partner with a counseling organization to offer Social Emotional support for students and family.

K-8

Beginning of the Year Reading Goal: MIPS will increase the support that students receive in tier one. MIPS has witnessed a learning loss and the challenges that students have experienced over the past few years. MIPS has hired a reading specialist and has trained the elementary mentors on supporting and improving student small group reading support for the upcoming school year.

Beginning of the Year Math Goal: MIPS will increase the support that students receive in tier one. MIPS has witnessed a learning loss and the challenges that students have experienced over the past few years. MIPS has hired an elementary math specialist and have identified students for small group instruction and additional general education support for Tier one students. The mentors will be trained in supports and strategies for helping students learn the foundational skills.

Middle of year Reading Goal: We will increase the reading levels of K-8 students not meeting their reading growth targets on the fall 2021 NWEA MAP test so that 10 percent or more of these students will demonstrate growth as measured by the winter MAP reading test by January 2022.

Middle of year Math Goal: We will increase the math skills of K-8 students not meeting their math growth targets on the fall 2021 NWEA MAP test so that 10 percent or more of these students will demonstrate the targeted reading growth as measured by the winter MAP reading test by January 2022.



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End of year Reading Goal: We will increase the reading proficiency of K-8 students who score below the 50th percentile on the fall 2021 NWEA MAP test so that 10 percent or more of the students will demonstrate growth to the next quartile or above as measured by the spring MAP reading test by June 2022.

End of year Math Goal: We will increase the problem-solving skills of non-proficient students so that 10% more will meet the grade-level mean or higher as measured by the NWEA Math MAP Assessment by Spring 2022.

9-12

Beginning of the Year Reading Goal: MIPS will increase the support that students receive in tier one. MIPS has witnessed a learning loss and the challenges that students have experienced over the past few years. MIPS has incorporated new and additional lessons in their English Language Arts courses. MIPS has increased and will continue to increase the immediate support interventions for students that are identified as struggling in their reading and comprehension skills.

Beginning of the Year Math Goal: MIPS will increase the support that students receive in tier one. MIPS has witnessed a learning loss and the challenges that students have experienced over the past few years. MIPS has hired two additional math teachers and are creating small group learning communities to accelerate the learning to recover lost skills quickly.

Middle of year Reading Goal: We will increase the reading levels of 9-12 students not meeting their reading growth targets on the fall 2021 NWEA MAP test so that 10 percent or more of these students will demonstrate the targeted reading growth as measured by the winter MAP reading test by January 2022.

Middle of year Math Goal: We will increase the math skills of 9-12 students not meeting their math growth targets on the fall 2021 NWEA MAP test so that 10 percent or more of these students will demonstrate the targeted math growth as measured by the winter MAP reading test by January 2022.

End of year Reading Goal: We will increase the reading proficiency of 9-12 students who score below the 50th percentile on the fall 2021 NWEA MAP test so that 10 percent or more of the students will demonstrate growth to the next quartile or above as measured by the spring MAP reading test by June 2022.

End of year Math Goal: We will increase the problem-solving skills of non-proficient students so that 10% more will meet the grade-level mean or higher as measured by the NWEA Math MAP Assessment by Spring 2022.



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Michigan International Prep School also has a goal to develop a system for developing and aligning K-12 curriculum, instruction, and assessment, in order to improve our overall growth index value for all subjects by 50% by 2026.

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SCHEDULE 7c

Michigan International Prep School Educational Program

A. Mission and Vision

- a. **Mission** - To create an individualized educational pathway that inspires a passion for learning, cultivates a global awareness, and prepares students for a smooth transition into the workforce.
- b. **Vision** - Michigan International Prep School (MIPS) serves students first!

B. The Experience

The value that MIPS provides to students and families is a comprehensive approach to how education can and should blend with the family village. It is a strong conviction of MIPS that our educational model is only valuable, successful and rewarding if we have a strong working relationship with the students' home supports. MIPS believes and lives the mission by seeing each student as an individual and by designing a learning plan, schedule, environment and creating opportunities for the student to drive their success. The MIPS family believes that MIPS is here to serve students through various supports and strong academics to empower them to think for themselves as a well informed problem solver. A student at MIPS will learn to problem solve in unfamiliar situations across a multitude of disciplines. Being true to the mission, vision and values of the Academy, students are poised for strong academic progress and success in careers and life-long learning pursuits be it through college, vocational training, or other continuing academic pursuits.

C. How the Educational Program is Delivered

The Academy is a full-time, tuition-free virtual public school that serves students in grades K-12 from across Michigan. With our virtual school, students learn from home under the instruction of state-certified teachers through online lessons and phone calls structured to fit a student's individualized learning needs and schedule. A parent or other adult serves as the "Home Coach" and plays a role in the education of a student, serving to monitor progress in the home. The program offers a standards-aligned curriculum and unique technology tools to help students succeed, while also encouraging social growth. The program offers dual enrollment courses, opportunities for acceleration, additional tutoring and recovery services with flexibility and a year-round schedule.

- **The Village** - Our student support philosophy is that students come first, and that our entire community functions as a “village,” assuming ownership of each student's wellbeing. A student's village contains the following contributors: mother, father, or guardian (primary Home oversight), a secondary home overseer such as an older sibling, aunt, uncle, pastor, family friend, etc. Within the school, each MIPS student (or guardian) has access to a plethora of supports and resources coming from every corner of the organization. Every MIPS student is assigned a mentor who walks them through their school experience, assisting with things like technology logins, music instrument rentals, class and school orientations, navigating educational software, and acquiring all the necessary credentials and materials. (The mentor will be described in greater detail further on in the report.) Additionally, each class that a student takes is accompanied by a highly qualified, Michigan certified teacher who serves as the instructor.
- **Personalized Pathway Plan (“Pathway”)** - A student's Pathway is an educational roadmap, developed collaboratively between staff, student, and guardians. This Pathway informs our approach to that student's education, allowing us to tailor both curriculum and instruction to meet the needs of each individual student. Special attention is paid to meeting the needs of students with disabilities, English Language Learners (“ELL”) and gifted and talented students, whose Pathway will reflect necessary modifications and accommodations, but who are otherwise fully integrated into the daily learning routines of the Academy.

At MIPS, we view each student as an individual, and we treat them as if they are in a “one-student school” - an environment where their experience is not mass-produced to accommodate as many students as possible, but rather shaped and molded to help the *individual* student achieve success. We believe the only way to truly succeed in executing this vision is to cultivate genuine relationships between each student and the village that surrounds them. Accordingly, our mentors and teachers expend a significant amount of time and effort getting to know their students and families.

- **Technology Resources** - Every MIPS student is provided with a computer, monitor and a mobile Internet Service Provider (“ISP”). For the first five years of operation, MIPS has provided families with their option of an unlimited data mobile HotSpot from T-Mobile or Verizon. Currently MIPS is providing all students in K - 5th grade with a Google Chromebook, an Apple iPad, headphones, a mouse, and a computer carrying bag upon enrollment or reenrollment. Students in grades 6th - 12th are provided with a Google Chromebook. If a student is in a specialty program or class, they could also receive: a piano, guitar, drum kit, desktop computer, digital camera, sound board, microphone, mixer, or a gaming-quality computer for varsity eSports teams.
- **RES Digital Dashboard (Data-Driven Service)** - Since 2018, MIPS has been building and refining an internal data-driven dashboard that will provide up-to-the-minute information for teachers, mentors, counselors, social workers,

enrollment staff, and any other parties who are involved in serving the MIPS family. Each of the student's course platforms are tied into the API of the Dashboard so that guardians, mentors, and teachers are able to view and monitor the student's activity, progress, communication frequency, and level of content engagement. As a new addition for this year, MIPS is integrating data that will indicate to staff which students are "at-risk" or are struggling with social emotional concerns. MIPS has partnered with a counseling organization to meet the needs of students and guardians that are being affected by social emotional concerns. This is an outworking of our commitment to the Village Approach.

- **Recovery and Intervention Supports** - During the first years of the Academy (MIPS), our team observed that the majority of students who attend full time virtual school initially left their home district due to either a life change or a struggle in their previous school setting. It became evident that MIPS would need to offer recovery and intervention support for new students who perform significantly below their academic grade level. In 2019, MIPS launched a new support program we call *Be Engaged Be Successful* (BEBS). This program is designed to offer a more proactive approach to student recovery in the areas of both academic and social emotional development. The BEBS team is a group of mentors, teachers and counselors who review each student who begins to fall behind pace or is failing to remain engaged with their mentor or classroom teacher. MIPS has partnered with two external organizations to ensure that all students have the ability to schedule private tutoring sessions based on their own personal schedule (this will be discussed in more detail below).
- **Application Academic Approach (AAA)** - The Academy uses a high-quality, proven curriculum that combines highly engaging technology with teacher-driven instruction and mentor-driven support. This comprehensive program offers multiple levels of core academic coursework: credit recovery, basic, standard, and advanced coursework. The Academy urges high school students to enroll in a local community college for dual enrollment courses. Students access their coursework via an Academy-provided chromebook, which allows students to work from anywhere and at any time.
- **Primary Students in Grades K - 5** - The structure of the Academy's elementary program has some distinct features. Each class or grade level has a dedicated highly qualified/Certified teacher in addition to a classroom mentor. The roles of the teacher and mentor are designed to compliment each other in serving students and families. The mentor attends every live instructional lesson, which allows them then to follow up with parents/guardians to ensure that the contents of the lesson and any additional announcements were fully understood. In order to ensure that the elementary village is effectively functioning, we believe that this pattern of academic instruction and clear communication practices must occur a minimum of three times each week. It is our mentality that we must not only teach and mentor the student, but we must mentor the home coach in order to effectively serve the student. Live lessons, small group sessions, and extracurricular activities have allowed MIPS to overcome the natural

barriers that come with distance learning, and to develop strong relationships with students and families.

- **Educational Development Plan (EDP)** - (Template attached) The Academy is built upon a foundational premise that each student should be viewed as an individual and that their educational experience should be uniquely tailored to their needs. It is part of the success formula at MIPS that each student has an educational pathway that is structured around their unique academic, emotional, and physical needs. The Academy has developed an effective process for developing the student's EDP. This often includes a conversation with the students' previous district in order to gather insight from the student's prior academic experience. It is also critical to involve parents/guardians in the development of the student's academic pathway from the very beginning of the student's MIPS journey.

EDPs for students in K-5 are designed with different questions because the students and teachers are looking for different learning indicators as the students progress out of elementary into the secondary grades.

- **Pacing** - The Academy has built in a number of pacing opportunities for students. Through the EDP and education pathway, the "village" works to develop a roadmap that maximizes the student's ability to succeed. These various pacing options are assigned based on the particular needs of the student. These options include:
 - Working in 5 classes at a time
 - Working through just two courses at a time for a shorter duration

The Academy has found that students who struggle with high levels of anxiety tend to thrive when they are working on just two classes at a time.

Based upon information gathered during the orientation, family interview, student interview, and collaborative evaluation by mentors and teachers, a pacing plan is recorded in the student's EDP. This pacing plan is reviewed every seven weeks to determine if any adjustments need to be made. Students experiencing long delays between work are referred to the intervention process.

The Academy strives to provide students with the tools they will need in order to be successful and productive in the 21st century global economy. The Academy has created a culture and program that can intake students who have perhaps begun to fall behind their peers, and set them up for academic and social success through a strong and engaging curriculum, specially trained staff, highly qualified teachers, personal computing tools, and a powerful and accessible student support system.

D. Approaches to Engage Students in Learning

The Academy has worked diligently to integrate platforms and resources into our program that encourage students to be more engaged in the learning process. Some specific student engagement strategies we have implemented are as follows:

- **Live Learning Sessions**

Student/Teacher live lessons are synchronous (real-time) web conferencing calls, convened by a teacher. These can be either small group lessons with a handful of students, or individual meetings that concentrate on the academic needs of that particular student. These sessions are normally recorded and stored in the student's Google Classroom so that they can review the lesson at their convenience.

Students in our elementary program have both a certified classroom teacher and a classroom mentor that support their home learning. Additionally, the team ensures that the "Home Coach" is attending each live lesson and is keeping up with the duties of the home coach. Many of our elementary students will attend:

- 2 live all-class lessons each week
- 1 weekly meeting with their mentor. If needed, a literacy coach, social worker, or additional support personnel will be on this call as well.
- Each student in elementary school is registered for a MIPS Arts class. These courses are designed and taught by MIPS teachers exclusively for MIPS students (further description below).

Students in grades 6-12 have a slightly different structure for success. These students have five assigned courses with a certified teacher and one assigned mentor. The mentor does not attend the live learning sessions in 6-12 classrooms.

Although students do have a classroom teacher assigned to each class that they are registered for, the Academy determined that additional layers of support were needed for virtual learners. Therefore, MIPS has hired four additional teachers whose sole function is to meet for one-on-one tutoring with students in their certified subject areas. In these sessions, the teachers are able to review any lessons that the student may have missed or any concepts they may be struggling to understand. These teachers work with both individual students and small groups each day. Each teaching/tutoring session with one of the support teachers is a virtual meeting designed to be a comfortable and relaxed setting for the student and parents/guardians. MIPS strongly encourages guardians to attend any tutoring sessions so they are fully informed of their student's progress.

- **Live Mentor Engagements**

Students in grades K-5 have a classroom mentor that works with small groups of students, relearning academic skills and reading recovery. Each of our elementary mentors are trained in the early literacy program so that they are able to support the classroom teachers.

Students in grades 6-12 have a certified class teacher for their five scheduled classes. In addition, they will have a mentor assigned to them based upon their likes, dislikes, styles and personality. The assignment of a student to a mentor is an intentional process that takes into consideration the best fit for both the mentor and student. Although mentors at the K-5 level work more closely with the parent or guardian, mentors in 6-12 are still very engaged with the Home Coach parent or guardian.

- **Learning Labs**

The Academy learned very early on that some virtual students still desire the opportunity to come to an in-person location for additional academic or social support. In order to better serve these students, the Academy opened physical locations (drop-in Learning Labs) that are made available for students to use on an as needed basis. We believe it is extremely important for virtual students to know that they are connected, and that they have access to the support they need, when they need it. These labs are staffed with mentors, and outfitted with computers, coffee, snacks, etc. The Learning Labs function as a place where students can receive face-to-face support, build connections with peers and MIPS staff, and enjoy a quiet, comfortable place to work on their courses.

- **Extracurricular Activities: Legos, Esports, Friday Friends**

One of the primary challenges in a virtual learning environment is creating opportunities for students to engage other students and develop friendships. As MIPS continues to grow in students and in programming opportunities, it is important to develop new social opportunities for students. Although live lessons and small group sessions do facilitate a *degree* of connection between students and their classmates, these times are obviously centered around academics. In response to this need, the Academy has developed a number of extracurricular activities. All extracurricular activities are available to all students who attend Michigan International Prep School.

eSports

MIPS recently formed an eSports club, with both varsity and junior varsity teams that compete in three different games. Team members are able to participate in eSports by coming into one of the learning labs and using a gaming computer, or by checking out a loaner gaming computer for the competition season.

Lego Club

The MIPS Lego Club is for students in all grades, with three age groups: K-4, 5-8, and 9-12. Shortly after this club was announced, the MIPS received an outpouring of support from individuals who wanted to donate their old Legos to the club. The club was able to gather enough legos to mail a good sized starter kit to each participating student. The Lego Clubs meet weekly and incorporate collaborative and engaging

activities building legos together. This has been one of the most popular extracurricular activities that MIPS has developed to date.

Friday Friends Club

Our first extracurricular engagement initiative, Friday Friends Club, was created by a small group of mentors with two goals in mind: (1) to encourage students to make more progress academically in a collaborative environment, and (2) to create an opportunity for students to get to know one another in a safe and monitored environment. This group has grown so large that the Academy mentors have had to create additional groups to be able to manage the live screen so that all students have a chance to participate.

The Friday Friends Club meets on a group video call every Friday from 1:00pm - 4:00pm. The event begins with around 30-40 minutes of games and social time. After that, the group transitions to "academic time" during which students work on their assignments while still being in the live room for engagement. Students can seek out additional tutoring during the group call, and can even request to meet with a teacher in a breakout room if needed. Finally the group wraps up their time with one additional game and a brief time of reviewing soft skills.

Book Club

MIPS is eager to cultivate literacy in a variety of ways in our school community. The MIPS Book Club, founded in the 2021-2022 school year, is a reading club designed for 6th and 7th grade MIPS students. The group meets regularly with a mentor/club organizer to assign and discuss reading material and to cultivate friendships around a shared love of reading.

- **Specialty Programming: Arts, Programming**

The Academy (MIPS) is continually developing engaging programming for students of all ages and abilities. The MIPS Arts department is designed to help every student discover their creative potential through involvement in our one-of-a-kind courses in music, art, and theater. In the spring of 2022, MIPS launched the first virtual play, completely designed, recorded, and edited by students. Each of these arts courses are designed to have one live lesson each week, during which the students review the previous week's skill and the previous week's home project. Next, a new skill is introduced, as well as a new home project which students will work on off-line for the following week.

The Academy (MIPS) is currently developing new technical courses for students in grades 3-12. For the 2021-2022 school year, the Academy piloted the first Fabrication Laboratory located on the campus of Cleary University in Howell, MI. The "Fab Lab" facility boasts three distinct labs, with unique functions. Students use these spaces in conjunction with corresponding project-based curriculum.

1. A Construction Lab, complete with drill press, bench grinder, bench sander, and a host of other tools. Students can design and construct a product of their own creation that they believe will solve a problem or a challenge in society.
2. A Modern Tech digital fabrication space with 3D printers, CNC machine, injection molders, and several powerhouse PCs for CAD. In this lab, students will design their original product using design software, and will produce the prototype using either 3D printing or injection molding.
3. A Communications Lab, complete with a professional recording studio (with separate sound engineering room and recording space) and a video studio, with M1 Mac Mini computers and 4K monitors. First, students will research the market and create a business and marketing plan for their product. Then they will use this space to create a “sales” or informational video describing how their product is going to solve a challenge in society.

The students can perform these functions in the Fab Lab or virtually from home. All students have full access to the Fab Lab either physically or virtually. Students will be able to attend the Fab Lab through virtual glasses beginning in the fall of 2022. The overall design is to teach students how to plan, develop, market and implement an idea. Students learn every part of the process, from ideation to implementation. Through this process, students are challenged to problem-solve across a multitude of disciplines and in unfamiliar environments. The focus is for students to learn how to think through a creative process that solves a real-world problem.

E. Curriculum

The Academy provides an innovative, flexible, and individualized school experience for its students. The program builds on recent research and best practices surrounding the most effective ways to serve all students in grades K-12. The Academy will provide students with everything they need to thrive: proven curriculum, specially trained and highly qualified teachers, a powerful digital education platform, flexible scheduling, and essential technology / tools.

The Academy is classified as an Alternative Education Institution that enrolls students who have been suspended or expelled from other districts. We consider it a privilege to serve students who have faced unique challenges throughout their lives. Options for intervention and alternative education students are also available to address credit deficiencies and skill deficiencies, maximizing opportunities for students to be successful at the highest level.

All courses are aligned with Michigan-approved standards and are accessible via Classlink, a single sign-on platform that allows students to easily access all their learning platforms from one interface with a single click. Students are expected to complete 10 courses per year. MIPS offers a range of synchronous and asynchronous courses in order to accommodate the specific needs of students, as well as the specific nature of the course material.

- Synchronous - Student meets with classmates and instructor at a set day and time with ongoing support provided by a mentor

- Asynchronous - All curriculum is delivered online with one-on-one tutoring support available through the instructor and mentor

The curriculum options that the Academy offers are designed to meet the various needs of our diverse population. Much of the student population in virtual schools is a highly transient population; accordingly, the Academy offers a flexible model for all learners. We also believe that offering numerous built-in interventions and supplementary layers of academic support for deficit learners is critical to the overall success of the Academy. The Academy's educational approach is centered on a curriculum that is stimulating, balanced, and fine-tuned to benefit individual students. The nucleus of our curriculum consists of core math, science, English and social studies courses. The curriculum also provides access to foreign languages, innovative technology electives, technical courses, and engaging arts courses. All curriculum is aligned to the Michigan Academic Standards ("MAS") and fulfills the Michigan Merit Curriculum (MMC). The Academy offers all courses required for high school graduation in Michigan.

Students in grades K-5 are enrolled in Lincoln Learning Solutions courses taught by certified teachers who are employed by Michigan International Prep School. Each grade level has an assigned certified teacher and a class mentor, both trained in the curriculum. The reading and math interventionists in grades K-5 use a variety of support curricula depending on the needs of the child.

Grades 6-8th are using the Edmentum curriculum and are also enrolled in original curriculum that is both created and taught by MIPS. The Academy began to create their own curriculum and courses in the fall of 2021 in sixth grade, when a team of four teachers and mentors piloted "weekly synchronous" core and arts courses. In this "weekly synchronous" format, students are able to work at their chosen time and space within each week-long period, but must be caught up each week by the next live group lesson. This structure has yielded excellent results in course completion rates. Sixty students complete the first half of the school - a 98.3 % completion rate. In the fall of 2022, MIPS will launch a pilot in 7th grade and open up the 6th grade to any students interested in participating in the "weekly synchronous" model.

Grades 9-12 students are more independent and are often working outside of the cohort they are in by age. Many of the older students who attend the Academy are credit deficient in comparison to their cohort. In order to better serve students at all stages of achievement, MIPS offers two curriculum options: one for credit recovery and the other for students that are on-pace with their cohort. The Academy uses Edgenuity for students who are deficient in credits and working to make up courses. The Academy has partnered with Edmentum for student athletes and any student who is on-pace with their cohort. (The only exception to this rule is if we determine that a particular student learns better in one platform rather than the other.) Edgenuity is a video-based curriculum and Edmentum skews towards a text-based format.

Student Pathways

Each student that enrolls at the Academy collaborates with their mentor and counselor in the development of their educational pathway. This plan is based upon previous grades and course completions, credits, behavioral concerns, interests, and availability. In the high school grades, students begin to have a multitude of options and opportunities. The Academy encourages students who are academically prepared to register for dual enrollment college courses while still in high school. As a unique dual enrollment option, MIPS has formed an official Early College program in partnership with Cleary University. It is a zippered model that allows the students to earn an associates degree while completing their high school diploma.

F. Adaptation and Modification to Meet the Needs of All Learners

The Academy's curriculum is a flexible learning model that is designed to be customized to meet the needs of each student, whether that be a student with a disability, a student who is below grade level, an ELL student, or a gifted and talented student. Honors courses are available in middle and high school, but with an emphasis on dual enrollment.

Students Who Qualify for Special Education Services

When making educational placement decisions for students with disabilities, the Academy will convene a meeting with the contributing members of the Individualized Education Plan (IEP) team and together, the team will design the student's education pathway plan to ensure the student is learning in the least restrictive environment. The IEP team collaborates to determine the appropriate services for each student with a disability. The Academy follows all Special Education Rules as issued by the Michigan Department of Education (MDE).

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 that is agreed-upon by the guardians until a new IEP team determination can be created. It is known that students who fall behind in a virtual setting have a difficult time making up any lost ground. Therefore, the Academy is committed to ensuring that each student is in the least restrictive environment as quickly after enrollment as possible.

During the onboarding process, new IEPs will be developed and implemented, transfer IEPs will be accepted, and a new determination will be made. Students experiencing a disability that is causing a barrier to learning will be tested and evaluated for necessary services in order to determine the least restrictive environment. All processes and plans that have been developed and adopted will be implemented in accordance with the IDEA and all state laws and regulations.

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

1. The Academy is responsible for providing a free appropriate public education to children with disabilities enrolled in the Academy who have been determined through an IEP to require Special Education programs and services.

2. The Academy will ensure that children who are suspected of having disabilities are properly evaluated by a multidisciplinary team, as defined in the Michigan Special Education Rules, and that children who have already been identified are re-evaluated by the multidisciplinary team at least every three years.
3. When a multidisciplinary team determines that a special education student requires Special Education programs and services, the Academy will ensure that the IEP is fully implemented in accordance with IDEIA and reviewed on an annual basis or more frequently as determined by the IEP team.

Michigan International Prep School is committed to ensuring that all students have an opportunity to learn and succeed during their educational experience. It is the intention of the MIPS leadership and Board of Directors to create a multitude of support and learning opportunities for every student who enrolls. The special education department at Michigan International Prep School consists of a Special Education Director, a compliance coordinator, a data specialist, a department lead, and six certified teachers. The Special Education Director works with the Director of Curriculum and Instruction to ensure that teachers understand the IEPs and are able to incorporate them into their classroom structure. The department chair meets regularly with the special education teachers and the classroom teachers to roll out new IEPs and to gather feedback regarding how well the implemented IEPs are impacting students' learning. The Compliance Coordinator, in collaboration with the Data Specialist, will ensure that all documentation is being followed, teachers have up-to-date special education rosters and IEPs, and that the student information system and internal dashboard identify all students with disabilities through a 504 or an IEP. The special education teachers work closely with their students on skills that may need additional support. The teachers additionally support the classroom teacher by pulling students for individual support after each live learning session.

To ensure that all students are in the least restrictive environment, MIPS implements some of the following services:

- Consultative support for general education teachers to provide modification and accommodations to the curriculum. The MIPS teachers - both special education and general education - spend hours during summer preparation working on areas in the curriculum that have been identified as troublesome for students and in need of redesign.
- Special education support provided to individual students via the telephone, Internet and/or live learning sessions.
- Contracting of additional related services such as Occupational Therapy or Physical Therapy in accordance with the students' IEP or 504 Plan.
- Ongoing progress monitoring for every student, including frequent and thorough review of student performance, attendance, and participation data as reported to the student, parent, and teacher through Illuminate and PowerSchool (the Academy's student information system).
- All services provided are detailed (including conversations, consultations and session notes) and recorded in Illuminate and PowerSchool.

- Student attendance is closely monitored for students with an IEP or 504 Plan. These students have progress updates twice a week to evaluate comprehension and pacing. Our internal dashboard is designed to give special education teachers live reporting on student progress, attendance, “time on task,” and engagement with the curriculum. Special education teachers meet with their students in accordance with the time and frequency detailed in the IEP or 504 Plan. They also pull and evaluate student update reports from the dashboard two times per week. If there are additional concerns, the special education teacher may schedule a meeting with the IEP team to determine next steps.
- Speech and Language Services are delivered through a partnership with Amplio Learning (ampliolearning.com). Amplio is the first and only LMS designed for virtual learning and remote teletherapy. Amplio combines the power of a special education learning platform with structured, protocol-based activities that equip educators to help students with articulation, fluency, speech, reading, language, social communication and other challenges. The platform tracks speech-language skills with real-time phonetic transcriptions of speech to identify error patterns, specific measures to assess and track each student’s unique speech characteristics, a means to track pragmatic language skills over time, and dozens of other engaging interactive, multisensory content, and AI-driven activities. Amplio brings together technology and services with solutions that meet the needs of students. Amplio is a powerful special education learning platform which combines a learning management system with curricula and program activities. The curriculum and speech and language therapists are well organized and have been a tremendous asset for the students at Michigan International Prep School.

Other services in the special education department include:

- Word prediction or dictation software
- Text readers through Google for Education
- Screen magnifiers or Screen readers, such as Jaws for students with vision impairments
- Touch screens or adapted keyboards

ELL Students

The Academy provides ELL students with a focused English language acquisition program. Students work directly with a certified ELL teacher who provides individualized attention and a technology-facilitated curriculum. The program is designed to enhance the student’s attainment of English language proficiency. The program allows students to complete assignments, activities, and discussion boards in both their native language and English. These students are fully integrated into the culture of the school and all the activities that are scheduled for any and all students enrolled in MIPS. MIPS has hired two mentors specifically trained to work with ELL students and who have extensive experience working with ELL students at three local universities. Additionally, MIPS has hired interpreters for Hebrew, Latin, Chaldean, and Spanish. As the number of students with different languages continues to

increase, so will the number of interpreters available to students. In the fall of 2022, MIPS will be adding German and Ukrainian interpreters.

G. Assessments

The Academy is dedicated to identifying the successes and growth areas of student performance. The Academy has created a process for identifying areas in which students have excelled, as well as areas in which they may be struggling. The academy has designed the assessment process to be timed, focused, and complete for maximum achievement. It is the focus and mission of our assessment process to build off of success and to avoid an excessive focus on failures. MIPS is dedicated to encouraging students to celebrate their achievements and to work hard on areas needing improvement.

The Academy has committed to identifying areas that would discourage students so that the Academy can eliminate any strategies that are inhibiting student success. At the same time, new strategies and tools are integrated back into the celebration of success. MIPS has found that positive reinforcement coupled with learning targets creates a constructive balance that promotes progress. MIPS has identified that if a student is discouraged by their initial placement scores (NWEA Map Assessment), there can be an additional barrier to learning. Therefore, the Academy works into the learning process any additional areas of need while making sure that all successes are celebrated. Students that have a positive approach to learning will be more likely to be successful, and less likely to get bogged down or frustrated.

The Academy has worked to implement the following strategies to improve the effectiveness of the assessment process:

- First the assessments are seamlessly integrated with the instruction. MIPS has found that students with testing anxiety will perform much better on formative assessments if they are worked into the daily class schedule and assignments.
- Assessments (formative) are viewed as the student's ability to display what they have learned and how they can use that information critically in unfamiliar situations and circumstances. MIPS serves students to empower them how to think and problem solve in unfamiliar situations. Assessment efforts have been designed to assist the service model of MIPS.
- Upon enrollment students complete the NWEA Map testing to identify areas of strength and areas needing improvement. The enrollment team evaluates previous year's state testing, the NWEA scores and their graduation progress to determine the students educational pathway.
- In addition, as the students work through the virtual curriculum, the mentors, teachers, and counselors are taking the student progress and performance through the digital student dashboard. At any moment a teacher, mentor or counselor can access a student's entire educational history through the dashboard.

The Academy administers all applicable state assessments to gauge students' annual growth and help drive progress toward college and career readiness, including the social skills to navigate the post-secondary environment. The state assessments will be administered in the spring by certificated Academy personnel at a secure location(s) that has been pre-approved by the MDE and Ovid-Elsie Area Schools. The Academy has developed an assessment team that works to arrange testing facilities for the general education and students with accommodations and additionally make separate arrangements as needed. The Academy has a designated Assessment Coordinator who will coordinate secure locations and logistics and ensure that students participate in all required assessments.

In addition, the Academy used the following assessments to measure pupil progress:

- **Baseline achievement data:** To the extent that state standardized test results are available for an incoming student, these results are integrated into the student's basic information in Powerschool and the student EDPs on the digital dashboard; likewise, results for state standardized tests that students take while enrolled at the Academy are also included in Powerschool. This data is used to track student progress from year to year and also within the year.
- **Placement process:** As part of the application process, the Academy works with incoming students to determine appropriate grade level placement. Students identified as potentially working significantly above or below grade level take a placement test. This is accomplished through the village interview process. During the village orientation students learn about the NWEA Map assessment that will help assist our academic counselors and mentors in creating the students unique academic pathway.
- **Ongoing formative assessments:** During each phase of curriculum mastery, students engage in assessments that tap into all levels of student thinking and understanding. Such assessment activities include: scored daily assignments, "checks for understanding" requiring students to apply and integrate new skills in a thoughtful manner and regular online quizzes to measure understanding of newly presented material. The Academy has worked closely with the certified teachers to ensure that students are working through a variety of classroom assessments. Some of the formative assessments that allow students to express their knowledge, understanding and performance mastery include; art exhibits, articles, dioramas, editorials, essays, journals, logs, models, museum displays, plays, poems, process logs, research papers, science projects, virtual reality dissections, virtual reality field trips, and written narratives. Other more subjective assessment activities include written journal responses and group discussions. Teachers closely monitor the results of these assessments.
- **Curriculum-Based and Assessments:** The Academy uses curriculum-based assessments ("CBAs") as a quick and effective way to gather, through personal conversation, additional information on students' understanding of concepts. Teachers conduct two types of CBAs: diagnostic curriculum-based assessment ("DCBA") to

pinpoint strengths and weaknesses in student mastery of concepts and verification curriculum based assessment ("VCBA") to gauge authentic student learning of concepts previously graded as successfully completed with scores of B or higher.

- **Online summative assessments:** Online assessments include several quizzes and a unit test. While the quizzes are brief and frequent (occurring after every third or fourth lesson), the unit tests are more comprehensive and occur at the end of an entire unit.
- **Portfolios and performance assessments:** Portfolio and performance assessments are embedded into every course. These assessments include written compositions, science lab reports, short answers and essays, book responses and a variety of work samples, which make up a student's portfolio. These assessments require direct teacher evaluation.
- **Yearly progress:** In the value-added model of academic growth, upon which the Academy is based, each student will demonstrate a year of academic growth for a year in school. Yearly growth is measured by subject scores from the Northwest Evaluation Association™ ("NWEA™") Measures of Academic Progress® ("MAP®") pre- and post-tests for grades K through 8, as well as the applicable state assessments for all students.
- **State standardized testing:** The Academy is dedicated to meeting and exceeding all of state standardized testing and grade level requirements.

In addition to the assessment methods described above, Powerschool and the RES dashboard gathers specific and actionable data on a student's daily performance. During each phase of curriculum mastery, students engage in many different types of evaluations, both formal and informal. Formal assessments include quizzes, unit tests, skill checks, portfolio items and graded discussions. Informal assessments include the variety of methods teachers use to gather ongoing feedback about student progress, such as WebMail, live sessions, phone conversations and review of student work samples.

Data from all of the assessments are used by staff to continually adjust curriculum and instruction for each student. This approach allows teachers to easily assign supplementary or enrichment assignments, change pacing or sequencing of lessons, conduct tutorial sessions or otherwise personalize the program.

H. Graduation Requirements

For students diploma eligibility, students must complete a minimum of 5 credits (10 classes) while attending MIPS AND complete the MME requirements which consists of SAT, ACT WorkKeys, and 11th Grade M STEP. Graduation is not based upon the number of years the student has been in school nor the number of credits the student has earned. Graduation depends upon the successful completion of the Michigan Merit Curriculum and Michigan Merit Examinations. Each course/class counts as a ½ credit towards graduation.

See the requirements below.

Subject Area	Description	Credits
English Language Arts	Courses aligned with subject area standards developed by the Michigan Department of Education and approved by the State Board of Education.	4
Mathematics	Algebra I Geometry Algebra II One additional math or math-related credit in the final year	4
Science	Courses aligned with the Michigan Science Standards approved by the State Board of Education. <i>Courses must be aligned to life, earth & space, physical science, and engineering content in order to be counted towards meeting the graduation requirements for science.</i>	3
Social Studies	U.S. History & Geography World History & Geography 0.5 Government 0.5 Economics	3
Health & Physical Education	Courses must meet credit guidelines developed by the Michigan Department of Education. <i>One semester of Health (0.5 credit) and one semester of Physical Education (0.5) will satisfy graduation requirements.</i>	1
Visual, Performing, Applied Arts (VPAA)	Courses must meet credit guidelines developed by the Michigan Department of Education.	1
World Language	Credits must be in the same world language <i>or</i> an equivalent learning experience in grades K-12	2
Electives	Two credits based on student choice	2
Michigan Merit Exam	Students must participate in all state testing in grades 9-12.	
Total	Modifications defined by the State of Michigan will only be made after approval from the Academic Advising Department.	20

Grade Promotion/Credit Requirements:

High School students are expected to make proper progress towards graduation in order to be promoted with their class; minimum requirements are as follows:

- 5 credits for sophomore status
- 10 credits for junior status
- 15 credits for senior status
- 20 credits for high school graduate status

Note: To graduate from MIPS, students are required to have completed at least 20 specific credits which fulfill the Michigan Merit Curriculum requirements.

Our educators are experienced online teachers and are certified at their assigned subject and grade levels by the state of Michigan. All courses are accredited. Students fulfilling our graduation requirements (following Michigan Merit Curriculum guidelines) will earn a Michigan and Cognia (formerly AdvancEd) accredited high school diploma.

MIPS HIGH SCHOOL GRADE SCALE

Letter Grade	Percent	GPA	Letter Grade	Percent	GPA
A	100-92.5	4.0	C	76.4-72.5	2.0
A-	92.4-89.5	3.67	C-	72.4-69.5	1.67
B+	89.4-86.5	3.33	D+	69.4-66.5	1.33
B	86.4-82.5	3.0	D	66.4-62.5	1.0
B-	82.4-79.5	2.67	D-	62.4-59.5	0.67
C+	79.4-76.5	2.33	F	Below 59.4	0

PROGRESS REPORTS

Weekly progress reports will be emailed to students and guardians detailing current progress and number of courses completed to this point.

REPEATED COURSES

MIPS students are allowed to re-take any course in which they earned a failing grade. The given course may be attempted until a passing grade is earned. All attempts at the course will be reflected on the student's official transcript, and the highest passing grade will be calculated into the student's GPA.

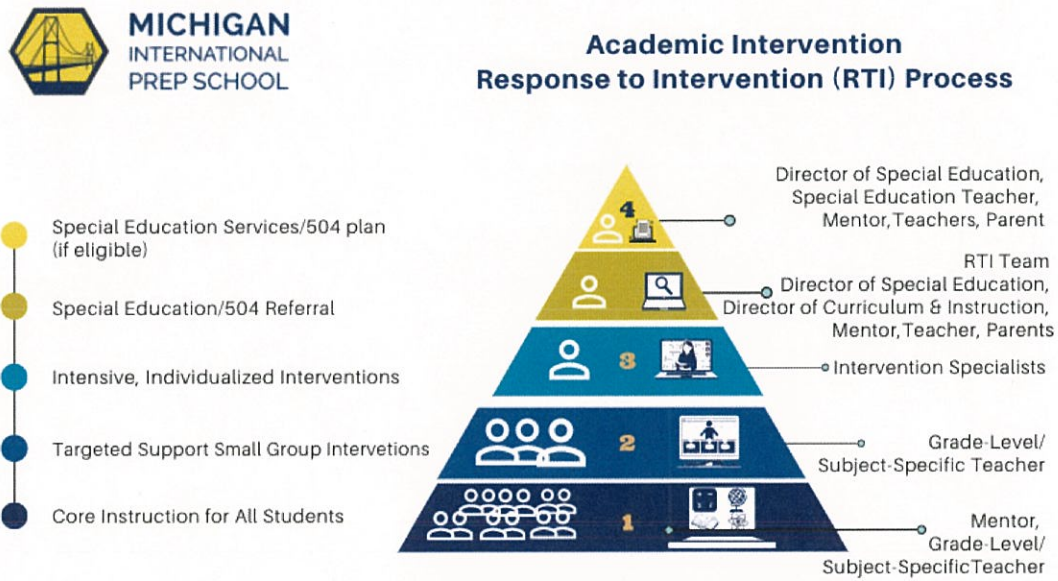
If a student would like to retake a course that they did *not* fail in order to attempt a higher final grade, they will be permitted as long as they have completed and passed their regular 10 required courses for that present school year. The student would need to talk to their assigned

mentor and counselor to arrange this.

I. Interventions

Academic Intervention

MIPS uses a **Response to Intervention (RTI)** process to support students needing additional support. RTI is a data-informed process designed to identify students who are at risk of performing at a lower academic level than is desired, and to intervene by providing targeted supplemental interventions to improve specific skills, and to measure the impact of the interventions on student learning. If necessary, during the school year, teachers and/or guardians may request academic evaluations based on student observation. The Academic Intervention Team will meet weekly to monitor and discuss student progress.

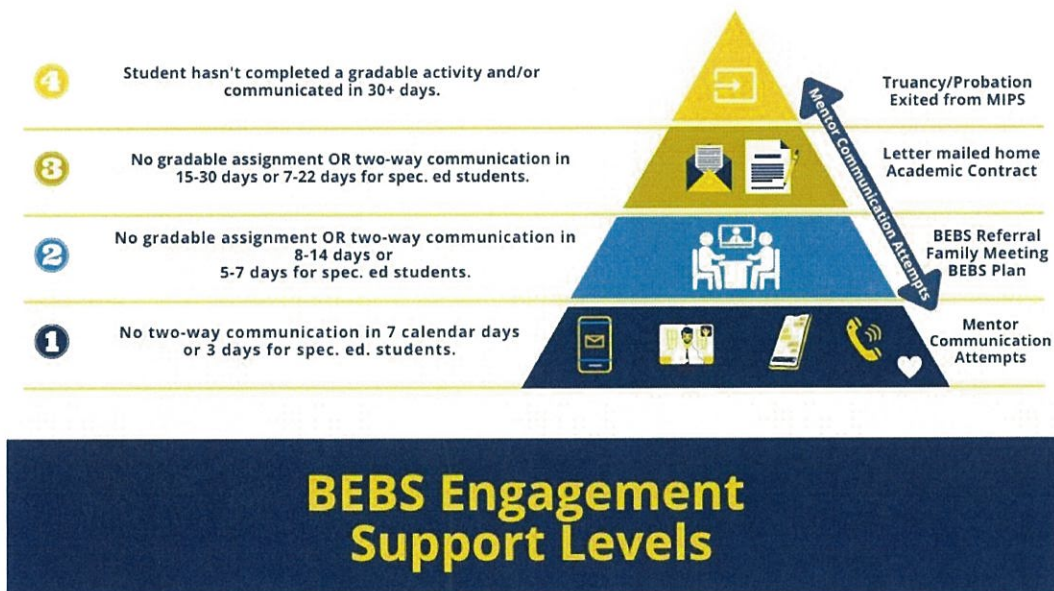


Be Engaged, Be Successful (BEBS Intervention Team)

The BEBS Team consists of administrators, teachers, and mentors who specialize in re-engaging students who are not progressing in their courses and/or communicating. Students are referred to the BEBS Team by their mentor. Once referred, the BEBS team will work with the mentor to assess the situation, break down barriers, and set goals for the students to meet. If the student does not re-engage in their coursework, one of the following will occur:

- A. Truancy will be filed.
- B. The student will be placed on a 30 day probation with MIPS.
- C. The student will be exited from MIPS.

The chart below illustrates the BEBS engagement support levels:



J. Evaluating Educational Program Effectiveness

The curriculum that the Academy and its board of directors have adopted is continuously assessed and evaluated using multiple measures of effectiveness. The resulting data is used to continually improve the program. The quality of the curriculum is measured through student performance and teacher effectiveness. As a rule of thumb, the curriculum is dependent on the teacher and the teacher is dependent on the curriculum. The Academy works in collaboration with the virtual courseware providers to review assignments, assessments, experiences, and activities for effectiveness.

Evaluation and Assessment Practices include the following:

- **Student Performance Results Collection Tools**

- Course Assessments – The Academy is committed to creating an individualized educational pathway for each student, which includes individualized assessments. It is understood that most students' knowledge and mastery of academic material is not most accurately assessed through a multiple choice assessment. Therefore, the Academy has worked each year to develop new and increasingly comprehensive approaches to student assessments. Students who attend the Academy have the opportunity to demonstrate mastery through various assessments, including: performance assessments, portfolio activities, art, modeling, written and other culminating assessments. The Academy uses student scores and results to

determine adjustments to the curriculum, instruction, or delivery of particular lessons and units. The Academy looks for patterns in assessment results that may indicate common sticking points in the curriculum and instruction that are in need of improvement, as well as areas of particular strength that can be replicated elsewhere in the program in order to further encourage student success.

- NWEA MAP Assessments - The NWEA Map Growth Assessment is highly respected and reliable for assessing student growth over the course of time. The Map measures performance and growth in kindergarten through graduation in math, reading, language usage, and science. By dynamically adjusting to each student's performance, MAP growth creates a personalized assessment experience that accurately measures performance. Student growth is measured as: on, above, or below grade level through a RIT Score. A RIT score measures a student's level of achievement in a particular subject. These easy-to-read reports provide a detailed context which is used to make instructional and operational decisions with reliability. NWEA Map Growth measures what students already know, and indicates what they are ready to learn next. The Academy assesses all students two times each school year. Upon enrollment or re-enrollment, students are assessed in August of the current school year. Students who enroll throughout the school year will be assessed upon completion of enrollment. Finally, students are post-year assessed in May of the current school year. These assessment results are evaluated by the teachers and administration in July of each year.
- Standardized State Tests - The Academy is committed to increasing the overall participation of state assessments by virtual students and families. All students who attend the Academy are required to participate in all state required assessments. The Academy typically assesses students in 20-30 off-site locations around the state. The Academy expends a significant amount of general funds in an effort to ensure that all students who are willing to comply with the requirements have an opportunity to do so while driving less than one hour to their designated testing site. The Academy Board of Directors has adopted the policy that all state required assessments are required to graduate from the Academy.
- The Academy administers the following assessments: M-Step (Michigan Student Test of Educational Progress), MI-Access for students with disabilities, the WIDA test for students that English is their second language, Early Literacy for students in grades K-2, PSAT, and SAT.
- Early Literacy K-2 - The NWEA Map Assessment is used as a universal screener to identify students who are not performing at grade level in reading and mathematics. Students who are identified as performing below grade level meet one-on-one with an interventionist to complete an iReady Diagnostic assessment. Results are then used to develop an Individual Reading Improvement Plan (IRIP) and customized mathematics interventions so that students' rate of learning reaches full capacity.

Teacher Interventionists meet with students individually and in small groups on a weekly basis to implement customized plans in reading and mathematics.

- Student/Parent/Staff Satisfaction Ratings - Each year, surveys are distributed to students, guardians, and staff to gauge satisfaction levels and to gather feedback on our program offerings, service level, practices, etc. The results of these surveys help us to identify areas in which we excel as well as areas that need to be adjusted in order to better serve our school community. Our findings also inform future innovation, guiding us as we develop new opportunities and services that meet the needs and interests of our students and families.

K. Summary

MIPS exists to serve students, empowering them to think well and to problem solve across a multitude of disciplines. Each student that enrolls in MIPS is making an intentional decision to leave their “neighborhood school.” In response to this, the team at MIPS has retooled a number of our services and supports in order to address some of the challenges that students may be carrying from their prior school experiences. These supports can be roughly categorized into two areas: academic success, and social emotional health.

Many of the students who enroll at MIPS come from challenging backgrounds and experiences. A large percentage of our new enrollments are deficient in academic skills, reading skills, and math skills, and lack the appropriate social and emotional strategies for them to feel empowered to improve their life circumstances. MIPS has created an enrollment process that is essential to the success of the student, creating the initial connections between the student and the supporting village. The onboarding process for students and home coaches is a multi-step process that is designed to ensure that the student and home coach feel empowered to drive their learning schedule. Students and guardians work through the orientation process together so that the parent or “Home Coach” is well informed and ready to support their child's home learning experience. Students that are identified as having some areas that are particularly in need of support are given further onboarding services to provide additional support, tools, and resources to set them up for success. Students are monitored through the digital dashboard for engagement, class completion, and weekly support meetings with the assigned mentor.

MIPS will continue to innovate for students and families that are looking for a different form of learning than the traditional format. To create excitement and engagement in learning, MIPS will be piloting virtual reality learning for the fall of 2022. There will be a handful of new pilot courses rolled out during the 2022-2023 through a virtual reality platform that will allow students to walk through a 3D model of a heart to learn the structure and functionality of a heart. This is one of a number of new opportunities that MIPS is working to innovate for students. MIPS is a student- and parent-driven organization that is committed to service and to an engaging and individualized approach to learning.

National Standards for Quality Online Programs

iNACOL

International Association for K-12 Online Learning

Michigan Cyber Schools

The original cyber school application for the academy required the provider to complete the full iNACOL self-rating report. As part of the reauthorization process, the MDE has extrapolated the following sections for the academy and vendor to review and complete in order to highlight successes and self-identify potential opportunities for improvement.

Introduction

The mission of the International Association for K-12 Online Learning, iNACOL, is to ensure all students have access to a world-class education and quality online learning opportunities that prepare them for a lifetime of success.

This document, the International Association for K-12 Online Learning's (iNACOL) *National Standards for Quality Online Programs*, is the third of iNACOL's online education standards, following the *National Standards of Quality for Online Courses* and *National Standards for Quality Online Teaching*. The standards in this document address what is needed for a quality online program, elements of which include quality course design and quality online teaching. However, this set of standards is more than the third of a series – it is intended that these Standards for Quality Online Programs provide the encompassing and over-arching set of standards program leaders need to assure a quality online program.

National Standards for Quality Online Programs is designed to provide states, districts, online programs, and other organizations with a set of quality guidelines for online program leadership, instruction, content, support services, and evaluation. The initiative began with a thorough literature review of existing online program standards, including accreditation standards, a cross-reference of standards, followed by a survey to iNACOL members and experts to ensure the efficacy of the standards adopted.

These guidelines should be implemented and monitored by each district or organization, as they reserve the right to apply the guidelines according to the best interest of the population for which they serve.

These standards start by addressing the foundation of the program: its mission, goals and objectives and its underlying beliefs and philosophy. Leadership is also addressed: the program's governance, the role of the governing body and how the relation between the governing body and organizational/program leadership work together to support the achievement of the mission.

Beyond the foundation of what the program has as its mission, goals and objectives, are the standards that address how the program operates, its teaching and learning standards and support standards. In this document, we have provided an overview of the most critical of the course design and teaching standards. In addition, a program needs to provide the support mechanism for student and teacher success in online courses. This document describes the necessary support standards needed for programs designed to supplement schools' course offerings as well as those programs designed for full-time students. For a fuller description of course design and teaching standards, please refer to iNACOL's *National*

The *National Standards for Quality Online Programs* are identified on the following pages.

Rating Scale

- 5 Exemplary: a model of best practice as related to this criterion
- 4 Accomplished: excellent implementation; comparable to other examples
- 3 Promising: good implementation; however, somewhat lacking in depth or detail
- 2 Incomplete: partial implementation of this criterion; additional work needed; good start
- 1 Confusing: not obvious; more work needed; not a good example N/A
- Not Applicable

Support Standards

Support standards address the organization's academic, administrative, guidance and technical services that are critical to meeting the needs of all participants in the online program.

P	Organizational Support — A quality online program has organizational support to oversee the instructional learning environment as it is conveyed through technology. Some organizational support services may be distributed between the program and other entities, depending on the physical location where the students are taking their online courses.	Rating
✓	Provides an online learning environment that is appropriately maintained, secure and is a productive and safe work environment for students and staff. <i>Provide the location and sites for students and staff that may include; training, instruction and mentoring opportunities.</i>	2
✓	Provides a work environment consisting of the resources, tools, and organizational policies that enables staff to implement the program's mission, beliefs and objectives.	2 – Staff at the Academy have multiple options for equipping them for effective instruction.

Comments/Evidence:

The Academy is a cyber school of excellence. The Academy has a business office that provides any and all staff with a location to work from with privacy and all the innovative technology to incorporate in their curricular development and instructional practices. In the business office the Academy has developed smart teaching rooms so that teachers may leverage AI, VR and augmented reality in their classes. Teachers are beginning to develop VR lessons in their courses to drive engagement and understanding with students. Students will begin to receive in their course kits VR goggles for the lessons. For example, the science courses of biology and chemistry have incorporated a number of virtual reality dissections and chemical experiments. The students are using much of the same software being used in medical schools for training physicians. Many of the Academy instructors live outside a commutable

distance; therefore, the Academy works with each new instructor/teacher on ordering and building an at home smart teaching area for them to have the same technology available to them as a remote teacher.

The Academy as an online cyber school operates in the cyber world; therefore, the “space/environment” of a virtual classroom is in the cyber space. Therefore, not only does the Academy equip the instructors to deliver the content in an exciting and engaging way but additionally equip the students and the student’s mentors in creating a “safe space” in the virtual classroom. The students are provided with all the technology necessary including a computer and internet for at-home learning. But additionally, the Academy believes the social and emotional support of the students in the virtual space is critical to creating a safe environment. The Academy has implemented a product call GoGuardian to monitor and block students from trying to access inappropriate content. The Academy’s technology department is trained in human service strategies so that they are able to assist, counsel and advise our students, parents and educators on the dangers of the cyber space. Additionally, the Academy has hired three clinical social workers and one school social worker to continually nurture students and respond to any concerning behaviors that might lead to further concerns. At the start of each school year the student and guardians are taken through an online safety orientation to ensure the safe environment is continually monitored and kept safe.

Evaluation Standards

A culture of continual program improvement is critical in becoming a quality online program and maintaining that status. Evaluation efforts are utilized to both verify the program is meeting its intended purposes and identify where improvements can be made. The cycle is completed by taking this information and developing concrete plans for program improvement.

R	Program Evaluation — A quality online program recognizes the value of program evaluation. Program evaluation is both internal and external and informs all processes that effect teaching and learning. Internal evaluations often are more informal in nature and may provide immediate feedback on a targeted area of inquiry. External program evaluations typically look at the entire program from an objective perspective that will bring additional credibility to the results.	Rating
✓	Conducts ongoing internal evaluations that include regularly collecting and analyzing data based on national, state, and/or program metrics. <i>Provide the schedule for data collection and reporting</i>	3-,NWEA-September,May
✓	Conducts ongoing internal evaluations that include using clearly articulated measures to evaluate its learners. <i>Provide evidence of a continuous improvement plan</i>	3 District SI Plan
✓	Conducts ongoing internal evaluations that include determining program success by measuring student achievement and satisfaction based on valid and reliable assessment techniques. <i>Provide the tool or review document to measure success and collect data</i>	3 - NWEA,PSAT,SAT,M-Step

✓	Conducts ongoing internal evaluations that include ensuring students participate in state or national standardized testing, as appropriate and evaluating results against state or national data. <i>Provide the testing and assessment cycle</i>	3 -
✓	Conducts ongoing internal evaluations that include consistently evaluating faculty to assure instructional quality, using clear, consistent policies, measures and procedures. <i>Provide the teacher evaluation tool for staff evaluation</i>	4-Teacher evaluation built on the Marzano model
✓	Conducts ongoing internal evaluations that include reviewing and evaluating courses to ensure quality, consistency with the curriculum, currency, and advancement of the student learning outcomes. <i>Provide the curriculum alignment from the model program to the K-12 Michigan Content Standards</i>	3-Academy teachers build and develop content – Instructional coaches review the curriculum each spring.
✓	Conducts periodic external evaluations that include validating internal evaluation process and results. <i>Provide the tool and vendor will the authorizer work with to conduct the external evaluation</i>	2-COGNIA Accreditation Process/ Reauthorization/ seven external audits per year
✓	Conducts periodic external evaluations that include informing an improvement plan for the online program. <i>Provide a timeline that shows when the School Improvement Plan/District Improvement Plan will be reviewed by the authorizer</i>	3 - September-May of each school year
✓	Conducts periodic external evaluations that include informing an improvement plan for the online program. <i>Provide a timeline that shows when the School Improvement Plan/District Improvement Plan will be reviewed by the authorizer</i>	3 - September-May of each school year
✓	Program Evaluation communicates evaluation results to program stakeholders. <i>What about the evaluation will be communicated? When?</i>	3 - Full program results posted to web site-Zoom meeting held to share results

Comments/Evidence:

The Academy opened in the fall of 2017 primarily partnering with third party curriculum vendors and initially used a large percentage of the third-party teachers. The mission and vision of the Academy was and is to build courses/activities and curriculum internally and to slowly move away from third party curriculum vendors. The culture and training of the Academy is to develop and deliver the enhanced versions of the courses developed by Academy teachers. The Academy has built in a teaching and curriculum development schedule that gives teachers identified hours of curriculum development and creation. The Academy has worked extremely closely with Cognia Accreditation, NCAA, CCRESA and our authorizer Ovid-Elsie area schools as external evaluators for the curriculum and instructional processes.

Three times each academic year the students are assessed using the NWEA Map test. The students each have their own scores and growth goals. The students' mentor will review the results with the student and their guardian. Based upon the initial assessment there are internal goals developed in collaboration with the counselor, mentor, guardian and educator. At the end of the academic year each student is reassessed to evaluate growth data. Each student attends an end of year reenrollment meeting each May with their mentor and school counselor; during this meeting the final results of the NWEA Map scores are reviewed with the students and their guardians.

S	Program Improvement — A quality online program establishes a culture of continual program improvement. Improvement planning focuses on using program evaluations, research, and promising practices to improve student performance and organizational effectiveness. It fosters continuous improvement across all aspects of the organization and ensures the program is focused on accomplishing its mission and vision.	Rating
✓	Uses strategic, long-range and operational planning and evaluation to continuously improve its educational programs and services.	3
✓	Uses data effectively to drive instructional and management decision-making.	3
Is based on: Internal Smart Dashboard built to provide teachers and mentors with real time data on student engagement, student progress, student grades and an overall student progress report.		
✓	Advancement of the program's vision and mission.	2
✓	Student achievement.	4
✓	Internal and external evaluation.	3
✓	Current research in the relevant areas.	2
✓	Promising practices.	3
Includes provisions for: students with IEPs, disabilities, social and emotional challenges, 504 students, etc.		
✓	Beta testing and peer review.	3
✓	Satisfaction surveys by students, parents, teachers and schools as appropriate.	3
✓	Evaluation of curriculum and instruction as it relates to student achievement.	3
✓	Regular online teacher performance evaluations.	3
✓	Reviewing and updating policies and procedures.	2
✓	Reviewing appropriateness, effectiveness and quality of teaching and learning technologies.	3

✓	Regular online course reviews.	3
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Comments/Evidence:

The Academy has developed a strong curriculum and instruction department that regularly reviews courses, curriculum and the scope and sequence as aligned to the most up to date benchmarks, objectives, and standards set forth by the Michigan Department of Education. This is the key responsibility of the Director of Curriculum and Instruction, Reading Specialists and the instructional coaches that work daily with each of the teachers on staff. Therefore, the teachers and instructional staff have regularly scheduled touch points on the effectiveness and efficiencies of the courses and curriculum that has been developed and is being implemented. Upon implementation the team will meet to discuss improvements and changes for greater impact moving forward. Academy created courses are scheduled for review on a three year cycle. During the review the instructional practice of the course is equally evaluated. The content and the delivery are two separate evaluations for the Academy's curriculum team.

In the larger picture the Academy's administration team meets four times per month to review what is working, identify areas that the team needs to level up for the next year and to prepare for what is to come. This internal communication between all departments is critical to the success of the students and to continually improve the educational experience and services the students and families receive from the Academy. The Academy works with the National Charter School Institute for updates on board policies and administrative rules. The policy team which contains one board member and one parent meets two times per year when the new releases are available.

SCHEDULE 7d

CONTRACT SCHEDULE 7

CURRICULUM

SCHEDULE 7

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 elementary, middle and high school curriculum has been reviewed by Ovid-Elsie Area Schools and deemed appropriate for the population of to be served by Michigan International Prep School(MIPS).

The curriculum for the High School will follow the Michigan Merit Curriculum requirements.

The courses offered at all levels are listed in this schedule and available for viewing on the Edmentum, Edgenuity, and Google Classroom platforms utilized by MIPS.



New for 2021-22

MICHIGAN INTERNATIONAL PREP SCHOOL ELEMENTARY CURRICULUM (GRADES K-5)

KINDERGARTEN		GRADE 3		GRADE 4		GRADE 5	
K12 LANGUAGE ARTS K	Lincoln	312 LANGUAGE ARTS 3	Lincoln	412 LANGUAGE ARTS 4	Lincoln	512 LANGUAGE ARTS 5	Lincoln
K22 MATH K	Lincoln	322 MATH 3	Lincoln	422 MATH 4	Lincoln	522 MATH 5	Lincoln
K32 SCIENCE K	Lincoln	332 SCIENCE 3	Lincoln	432 SCIENCE 4	Lincoln	532 SCIENCE 5	MIPS- BrightSpace
K42 SOCIAL STUDIES K	Lincoln	342 SOCIAL STUDIES 3	Lincoln	442 SOCIAL STUDIES 4	Lincoln	542 SOCIAL STUDIES 5	MIPS- BrightSpace
K50 ART K	Lincoln	350 ART 3	Lincoln	450 ART 4	Lincoln	451 ART 4-5	Lincoln
156 MUSIC K-1	Lincoln	256 MUSIC 2-3	Lincoln	456 MUSIC 4-5	Lincoln	456 MUSIC 4-5	Lincoln
K60 PHYSICAL ED K	Lincoln	360 PHYSICAL ED 3	Lincoln	460 PHYSICAL ED 4	Lincoln	560 PHYSICAL ED 5	Lincoln
K27 MATH K RESOURCES	IXL	329 MATH 3 RESOURCES	IXL	429 MATH 4 RESOURCES	IXL	529 MATH 5 RESOURCES	IXL
K20 LANGUAGE ARTS 1 RESOURCES	IXL	320 LANGUAGE ARTS 3 RESOURCES	IXL	420 LANGUAGE ARTS 4 RESOURCES	IXL	520 LANGUAGE ARTS 5 RESOURCES	IXL
501 MATHEMATICS	IXL	501 MATHEMATICS	IXL	501 MATHEMATICS	IXL	501 MATH FUNDAMENTALS EL	IXL
500 LANGUAGE ARTS	IXL	500 LANGUAGE ARTS	IXL	500 LANGUAGE ARTS	IXL	500 LANGUAGE ARTS FUND EL	IXL
GRADE 1		GRADE 2		ADDITIONAL ELECTIVES		ADDITIONAL ELECTIVES	
112 LANGUAGE ARTS 1	Lincoln	212 LANGUAGE ARTS 2	Lincoln	For Grades K-5		For Grades 3-5 only	
122 MATH 1	Lincoln	222 MATH 2	Lincoln	TBD CREATIVE ARTS K-1 THEATRE	Lincoln	TBD CREATIVE ARTS K-1 THEATRE	MIPS- Google Classroom
132 SCIENCE 1	Lincoln	232 SCIENCE 2	Lincoln	TBD CREATIVE ARTS 2-3 MUSIC	Lincoln	TBD CREATIVE ARTS 2-3 MUSIC	MIPS- Google Classroom
142 SOCIAL STUDIES 1	Lincoln	242 SOCIAL STUDIES 2	Lincoln	CREATIVE ARTS 4-5 ART	Lincoln	CREATIVE ARTS 4-5 ART	MIPS- Google Classroom
150 ART 1	Lincoln	250 ART 2	Lincoln	CREATIVE ARTS K-1 MUSIC	Lincoln	CREATIVE ARTS K-1 MUSIC	MIPS- Google Classroom
156 MUSIC K-1	Lincoln	256 MUSIC 2-3	Lincoln	CREATIVE ARTS 2-3 ART	Lincoln	CREATIVE ARTS 2-3 ART	MIPS- Google Classroom
160 PHYSICAL ED 1	Lincoln	260 PHYSICAL ED 2	Lincoln	CREATIVE ARTS 4-5 THEATRE	Lincoln	CREATIVE ARTS 4-5 THEATRE	MIPS- Google Classroom
129 MATH 1 RESOURCES	IXL	229 MATH 2 RESOURCES	IXL	CREATIVE ARTS K-1 THEATRE	IXL	CREATIVE ARTS K-1 THEATRE	MIPS- Google Classroom
120 LANGUAGE ARTS 1 RESOURCES	IXL	220 LANGUAGE ARTS 2 RESOURCES	IXL	CREATIVE ARTS 2-3 MUSIC	IXL	CREATIVE ARTS 2-3 MUSIC	MIPS- Google Classroom
501 MATHEMATICS	IXL	501 MATHEMATICS	IXL	CREATIVE ARTS 4-5 ART	IXL	CREATIVE ARTS 4-5 ART	MIPS- Google Classroom
500 LANGUAGE ARTS	IXL	500 LANGUAGE ARTS	IXL	For Grades 3-5 only		For Grades 3-5 only	
GRADE 2		GRADE 3		ADDITIONAL ELECTIVES		ADDITIONAL ELECTIVES	
212 LANGUAGE ARTS 2	Lincoln	312 LANGUAGE ARTS 3	Lincoln	For Grades K-5		For Grades 3-5 only	
222 MATH 2	Lincoln	322 MATH 3	Lincoln	TBD CREATIVE ARTS K-1 THEATRE	Lincoln	TBD CREATIVE ARTS K-1 THEATRE	MIPS- Google Classroom
232 SCIENCE 2	Lincoln	332 SCIENCE 3	Lincoln	TBD CREATIVE ARTS 2-3 MUSIC	Lincoln	TBD CREATIVE ARTS 2-3 MUSIC	MIPS- Google Classroom
242 SOCIAL STUDIES 2	Lincoln	342 SOCIAL STUDIES 3	Lincoln	CREATIVE ARTS 4-5 ART	Lincoln	CREATIVE ARTS 4-5 ART	MIPS- Google Classroom
250 ART 2	Lincoln	350 ART 3	Lincoln	CREATIVE ARTS K-1 MUSIC	IXL	CREATIVE ARTS K-1 MUSIC	MIPS- Google Classroom
256 MUSIC 2-3	Lincoln	356 MUSIC 2-3	Lincoln	CREATIVE ARTS 2-3 ART	IXL	CREATIVE ARTS 2-3 ART	MIPS- Google Classroom
260 PHYSICAL ED 2	Lincoln	360 PHYSICAL ED 3	Lincoln	CREATIVE ARTS 4-5 THEATRE	IXL	CREATIVE ARTS 4-5 THEATRE	MIPS- Google Classroom
229 MATH 2 RESOURCES	IXL	329 MATH 3 RESOURCES	IXL	CREATIVE ARTS K-1 THEATRE	IXL	CREATIVE ARTS K-1 THEATRE	MIPS- Google Classroom
220 LANGUAGE ARTS 2 RESOURCES	IXL	320 LANGUAGE ARTS 3 RESOURCES	IXL	CREATIVE ARTS 2-3 MUSIC	IXL	CREATIVE ARTS 2-3 MUSIC	MIPS- Google Classroom
501 MATHEMATICS	IXL	501 MATHEMATICS	IXL	CREATIVE ARTS 4-5 ART	IXL	CREATIVE ARTS 4-5 ART	MIPS- Google Classroom
500 LANGUAGE ARTS	IXL	500 LANGUAGE ARTS	IXL	For Grades 3-5 only		For Grades 3-5 only	
GRADE 3		GRADE 4		ADDITIONAL ELECTIVES		ADDITIONAL ELECTIVES	
312 LANGUAGE ARTS 3	Lincoln	412 LANGUAGE ARTS 4	Lincoln	For Grades K-5		For Grades 3-5 only	
322 MATH 3	Lincoln	422 MATH 4	Lincoln	TBD CREATIVE ARTS K-1 THEATRE	Lincoln	TBD CREATIVE ARTS K-1 THEATRE	MIPS- Google Classroom
332 SCIENCE 3	Lincoln	432 SCIENCE 4	Lincoln	TBD CREATIVE ARTS 2-3 MUSIC	Lincoln	TBD CREATIVE ARTS 2-3 MUSIC	MIPS- Google Classroom
342 SOCIAL STUDIES 3	Lincoln	442 SOCIAL STUDIES 4	Lincoln	CREATIVE ARTS 4-5 ART	Lincoln	CREATIVE ARTS 4-5 ART	MIPS- Google Classroom
350 ART 3	Lincoln	450 ART 4	Lincoln	CREATIVE ARTS K-1 MUSIC	IXL	CREATIVE ARTS K-1 MUSIC	MIPS- Google Classroom
356 MUSIC K-1	Lincoln	456 MUSIC 4-5	Lincoln	CREATIVE ARTS 2-3 ART	IXL	CREATIVE ARTS 2-3 ART	MIPS- Google Classroom
360 PHYSICAL ED 3	Lincoln	460 PHYSICAL ED 4	Lincoln	CREATIVE ARTS 4-5 THEATRE	IXL	CREATIVE ARTS 4-5 THEATRE	MIPS- Google Classroom
329 MATH 3 RESOURCES	IXL	429 MATH 4 RESOURCES	IXL	CREATIVE ARTS K-1 THEATRE	IXL	CREATIVE ARTS K-1 THEATRE	MIPS- Google Classroom
320 LANGUAGE ARTS 3 RESOURCES	IXL	420 LANGUAGE ARTS 4 RESOURCES	IXL	CREATIVE ARTS 2-3 MUSIC	IXL	CREATIVE ARTS 2-3 MUSIC	MIPS- Google Classroom
501 MATHEMATICS	IXL	501 MATHEMATICS	IXL	CREATIVE ARTS 4-5 ART	IXL	CREATIVE ARTS 4-5 ART	MIPS- Google Classroom
500 LANGUAGE ARTS	IXL	500 LANGUAGE ARTS	IXL	For Grades 3-5 only		For Grades 3-5 only	
860 CURSIVE HANDWRITING	IXL	860 CURSIVE HANDWRITING	IXL	For Grades 3-5 only		For Grades 3-5 only	
GRADE 4		GRADE 5		ADDITIONAL ELECTIVES		ADDITIONAL ELECTIVES	
412 LANGUAGE ARTS 4	Lincoln	512 LANGUAGE ARTS 5	Lincoln	For Grades K-5		For Grades 3-5 only	
422 MATH 4	Lincoln	522 MATH 5	Lincoln	TBD CREATIVE ARTS K-1 THEATRE	Lincoln	TBD CREATIVE ARTS K-1 THEATRE	MIPS- Google Classroom
432 SCIENCE 4	Lincoln	532 SCIENCE 5	Lincoln	TBD CREATIVE ARTS 2-3 MUSIC	Lincoln	TBD CREATIVE ARTS 2-3 MUSIC	MIPS- Google Classroom
442 SOCIAL STUDIES 4	Lincoln	542 SOCIAL STUDIES 5	Lincoln	CREATIVE ARTS 4-5 ART	Lincoln	CREATIVE ARTS 4-5 ART	MIPS- Google Classroom
450 ART 4	Lincoln	545 ART 4-5	Lincoln	CREATIVE ARTS K-1 MUSIC	IXL	CREATIVE ARTS K-1 MUSIC	MIPS- Google Classroom
456 MUSIC 4-5	Lincoln	556 MUSIC 4-5	Lincoln	CREATIVE ARTS 2-3 ART	IXL	CREATIVE ARTS 2-3 ART	MIPS- Google Classroom
460 PHYSICAL ED 4	Lincoln	560 PHYSICAL ED 5	Lincoln	CREATIVE ARTS 4-5 THEATRE	IXL	CREATIVE ARTS 4-5 THEATRE	MIPS- Google Classroom
429 MATH 4 RESOURCES	IXL	529 MATH 5 RESOURCES	IXL	CREATIVE ARTS K-1 THEATRE	IXL	CREATIVE ARTS K-1 THEATRE	MIPS- Google Classroom
420 LANGUAGE ARTS 4 RESOURCES	IXL	520 LANGUAGE ARTS 5 RESOURCES	IXL	CREATIVE ARTS 2-3 MUSIC	IXL	CREATIVE ARTS 2-3 MUSIC	MIPS- Google Classroom
501 MATHEMATICS	IXL	501 MATH FUNDAMENTALS EL	IXL	CREATIVE ARTS 4-5 ART	IXL	CREATIVE ARTS 4-5 ART	MIPS- Google Classroom
500 LANGUAGE ARTS	IXL	500 LANGUAGE ARTS FUND EL	IXL	For Grades 3-5 only		For Grades 3-5 only	
860 CURSIVE HANDWRITING	IXL	860 CURSIVE HANDWRITING	IXL	For Grades 3-5 only		For Grades 3-5 only	



MICHIGAN INTERNATIONAL PREP SCHOOL MIDDLE SCHOOL CURRICULUM

PREP SCHOOL		New for 2021-22		Name change			
GRADE 6		Platform		GRADE 8		Platform	
ENGLISH 6A	Edmentum	MIPS-Google Classroom		ENGLISH 8A	Edmentum	MIPS-Google Classroom	
ENGLISH 6B	Edmentum	MIPS-Google Classroom		ENGLISH 8B	Edmentum	MIPS-Google Classroom	
MATH 6A	Edmentum	MIPS-Google Classroom		MATH 8A	Edmentum	MIPS-Google Classroom	
MATH 6B	Edmentum	MIPS-Google Classroom		MATH 8B	Edmentum	MIPS-Google Classroom	
SCIENCE 6A	Edmentum	MIPS-Google Classroom		SCIENCE 8A	Edmentum	MIPS-Google Classroom	
SCIENCE 6B	Edmentum	MIPS-Google Classroom		SCIENCE 8B	Edmentum	MIPS-Google Classroom	
WORLD GEOGRAPHY 6A	Edmentum	MIPS-Google Classroom		SOCIAL STUDIES 8A	Edmentum	MIPS-Google Classroom	
WORLD GEOGRAPHY 6B	Edmentum	MIPS-Google Classroom		SOCIAL STUDIES 8B	Edmentum	MIPS-Google Classroom	
SOCIAL STUDIES A & B	Edgenuity						
MATH 6 RESOURCES	IXL	IReady		MATH 8 RESOURCES	IXL	IReady	
LANGUAGE ARTS 6 RESOURCES	IXL	IReady		LANGUAGE ARTS 8 RESOURCES	IXL	IReady	

GRADE 7		Platform
ENGLISH 7A	Edmentum	MIPS-Google Classroom
ENGLISH 7B	Edmentum	MIPS-Google Classroom
MATH 7A	Edmentum	MIPS-Google Classroom
MATH 7B	Edmentum	MIPS-Google Classroom
SCIENCE 7A	Edmentum	MIPS-Google Classroom
SCIENCE 7B	Edmentum	MIPS-Google Classroom
SOCIAL STUDIES 7A-MS WORLD HISTORY	Edmentum	MIPS-Google Classroom
SOCIAL STUDIES 7B-MS WORLD HISTORY	Edmentum	MIPS-Google Classroom
MATH 7 RESOURCES		iReady
LANGUAGE ARTS 7 RESOURCES		iReady

Middle School Electives

ELECTIVES		
APPRECIATING MUSIC A (Synchronous)	MIPS-Google Classroom	
GUITAR 1*	MIPS-Google Classroom	
GUITAR 2*	MIPS-Google Classroom	
BEGINNING PIANO A*	MIPS-Google Classroom	
BEGINNING PIANO B	MIPS-Google Classroom	
VOCAL TECHNIQUES A*	MIPS-Google Classroom	
VOCAL TECHNIQUES B*	MIPS-Google Classroom	
INTERMEDIATE PIANO A*	MIPS-Google Classroom	
INTERMEDIATE PIANO B*	MIPS-Google Classroom	
DRAWING & PAINTING A	MIPS-Google Classroom	
DRAWING & PAINTING B	MIPS-Google Classroom	
MS DIGITAL ART A	MIPS-Google Classroom	
MS DIGITAL ART B	MIPS-Google Classroom	
MS THEATRE A	MIPS-Google Classroom	
MS THEATRE B	MIPS-Google Classroom	
INTRODUCTION TO 3D PRINTING	MIPS-LIFT Learning	
MS CAREER EXPLORATION A	Edmentum	Edgenuity
MS CAREER EXPLORATION B	Edmentum	Edgenuity
MS HEALTH	Edmentum	Edgenuity
MS JOURNALISM A & B	Edmentum	
MS ONLINE LEARNING		Edgenuity
MS PHOTOGRAPHY A & B	Edmentum	Edgenuity
MUSIC IN MOVIES A*		MIPS-Google Classroom
MUSIC IN MOVIES B*		MIPS-Google Classroom
SPANISH 1 A*	Edmentum	Edgenuity
SPANISH 1 B*	Edmentum	Edgenuity
SPANISH 2 A*	Edmentum	Edgenuity
SPANISH 2 B*	Edmentum	Edgenuity

*HS Credit



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MICHIGAN INTERNATIONAL PREP SCHOOL HIGH SCHOOL CORE CURRICULUM

* Honors Version Available

ALL AP and Honors Courses require approval

A or B means two parts to the same course for full credit

New Courses for 2021-22			
ENGLISH	Platform	SOCIAL STUDIES	Platform
ENGLISH 9 A & B*	Edmentum	ECONOMICS	Edmentum
ENGLISH 10 A & B*	Edmentum	GOVERNMENT	Edmentum
ENGLISH 11 A & B*	Edmentum	WORLD HISTORY A & B	Edmentum
ENGLISH 12 A & B*	Edmentum	US HISTORY A & B	Edmentum*
AP ENGLISH LIT/COMPOSITION A & B	Edmentum		MIPS- Google Classroom
MATH	Platform	SCIENCE	Platform
ALGEBRA I A & B*	Edmentum	BIOLOGY A & B	Edmentum*
GEOMETRY A & B*	Edmentum	CHEMISTRY A & B	Edmentum*
ALGEBRA II A*	Edmentum	HS COLLEGE PREP CHEMISTRY A & B	MIPS- Google Classroom
ALGEBRA II B*	Edmentum	HS EARTH/SPACE SCIENCE A & B	Edmentum*
PRE CALCULUS A & B	Edmentum	INTEGRATED PHYSICS & CHEMISTRY A & B	Edmentum*
FINANCIAL MATH A & B	Edmentum	PHYSICS A & B	Edmentum*
PERS/FAMILY FINANCE	Edmentum	HS PHYSICAL SCIENCE A & B	Edmentum*
PROBABILITY & STATS	Edmentum	PHYSICS/ALGEBRA I A & B (counts for math & science credits)	Edmentum
AP CALCULUS A & B	Edmentum		MIPS-LIFT
MATH MODELS A & B	Edmentum		
PREALGEBRA A & B	Edmentum		
CONCEPTS IN PROBABILITY & STATISTICS	Edmentum		
INTEGRATED MATH I A & B	Edmentum		
INTEGRATED MATH II A & B	Edmentum		
INTEGRATED MATH III A & B	Edmentum		
PHYSICS/ALGEBRA I A & B (counts for math & science credits)	Edmentum		
ADVANCED PLACEMENT			
REQUIRES COUNSELOR APPROVAL			
AP BIOLOGY A	Edmentum		Edmentum
AP BIOLOGY B	Edmentum		Edmentum
AP CALCULUS AB A	Edmentum		Edmentum
AP CALCULUS AB B	Edmentum		Edmentum
AP CHEMISTRY A	Edmentum		Edmentum
AP CHEMISTRY B	Edmentum		Edmentum
AP COMPUTER SCIENCE	Edmentum		Edmentum
AP ENGLISH LIT/COMPOSITION A	Edmentum		Edmentum
AP ENGLISH LIT/COMPOSITION B	Edmentum		Edmentum
AP FRENCH LANGUAGE A	Edmentum		Edmentum
AP FRENCH LANGUAGE B	Edmentum		Edmentum
AP SPANISH LANGUAGE A	Edmentum		Edmentum
AP SPANISH LANGUAGE B	Edmentum		Edmentum
AP US HISTORY A	Edmentum		Edmentum
AP US HISTORY B	Edmentum		Edmentum

*Required for graduation

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MICHIGAN INTERNATIONAL PREP SCHOOL

MICHIGAN INTERNATIONAL PREP SCHOOL HIGH SCHOOL NON-CORE ELECTIVE CURRICULUM

New Courses for 2021-22

HIGH SCHOOL ELECTIVES		Platform	Platform
<i>Business, Management, Marketing, and Technology</i> ACCOUNTING A & B BUSINESS INFO MANAGEMENT A & B COMP FOR COLLEGE/CAREERS A & B ENTREPRENEURSHIP: STARTING YOUR BUSINESS INTERNATIONAL BUSINESS INTRO FINANCE* MARKETING/ADVERTISING/SALES MICE OFFICE 2019 PRO MICE PC PRO (Full Year Course) PRINC BUS/MARKETING/FINANCE A & B SPORTS/ENTERTAINMENT MKTING PERSONAL FINANCE*		Edmentum Edmentum Edmentum Edmentum Edmentum Edmentum MICE/MIPS MICE/MIPS Edmentum Edmentum Edmentum	Edmentum Edmentum

*Courses that qualify as applied math credit



MICHIGAN INTERNATIONAL PREP SCHOOL

New Courses for 2021-22
Course name changes 2021-22

HEALTH/PHYSICAL EDUCATION	Platform	VISUAL/PERFORMING ARTS (VPAA)	Platform
HEALTH	Edmentum		
PHYSICAL EDUCATION	Edmentum	<i>Arts and Communication</i>	
		ART HISTORY & APPRECIATION	Edmentum
		ART IN WORLD CULTURES	Edmentum
WORLD LANGUAGE		AUDIO ENGINEERING	MIPS-LIFT
FRENCH I A & B	Edmentum	DIGITAL & INTERACTIVE MEDIA A & B	Edmentum
FRENCH II A & B	Edmentum	DIGITAL PHOTOGRAPHY I: CREATING IMAGES WITH IMPACT	Edmentum
FRENCH III A & B	Edmentum	DIGITAL PHOTOGRAPHY II: DISCOVERING YOUR CREATIVE POTENTIAL	Edmentum
GERMAN I A & B	Edmentum	FASHION/INTERIOR DESIGN	Edmentum
GERMAN II A & B	Edmentum	INTRO FASHION DESIGN	Edmentum
SPANISH I A & B	Edmentum	INTRO VISUAL ARTS	Edmentum
SPANISH II A & B	Edmentum	SENIOR PROJECT	
SPANISH III A & B	Edmentum		
ASL I	Edmentum	VIDEO PRODUCTION	MIPS-Google Classroom
ASL II	Edmentum	BEGINNING PIANO A	MIPS-LIFT
MANDARIN CHINESE I A & B	Edmentum	BEGINNING PIANO B	MIPS- Google Classroom
MANDARIN CHINESE II A & B	Edmentum	INTERMEDIATE PIANO A	MIPS- Google Classroom
		INTERMEDIATE PIANO B	MIPS- Google Classroom
		ADVANCED PIANO STUDY A	MIPS- Google Classroom
MATHEMATICS-RELATED ELECTIVES*	Platform		
ACCOUNTING A & B	Edmentum	ADVANCED PIANO STUDY B	MIPS- Google Classroom
COMPUTER PROGRAMMING 1 A & B	Edmentum	VOCAL TECHNIQUES A	MIPS- Google Classroom
DRAFTING & DESIGN A & B	Edmentum	VOCAL TECHNIQUES B	MIPS- Google Classroom
ENTREPRENEURSHIP: STARTING YOUR BUSINESS	Edmentum	HS THEATRE	MIPS- Google Classroom
INTRO ANDROID APP DEVELOPMENT	Edmentum	GUITAR 1	MIPS- Google Classroom
INTRO FINANCE	Edmentum	GUITAR 2	MIPS- Google Classroom
INTRO TO ENGINEERING & PROTOTYPING*		MUSIC IN MOVIES A (Synchronous or Asynchronous)	MIPS- Google Classroom
PERSONAL FINANCE	Edmentum	MUSIC IN MOVIES B (Synchronous or Asynchronous)	MIPS- Google Classroom
MARKETING/ADVERTISING/SALES	Edmentum		
MATH MODELS A*			
MATH MODELS B*			
PRINC BUS/MARKETING/FINANCE A & B	Edmentum		
CONSUMER MATH	Edmentum		
		Human Services	
		COSMETOLOGY	Edmentum
		CULINARY ARTS A & B	Edmentum
		INTRO CULINARY ARTS	Edmentum
		INTRO VISUAL ARTS	Edmentum

*Courses that qualify as 4th MMC math credit

SCHEDULE 7e



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Methods of Pupil Assessment at Michigan International Prep School

Our focus is for students to complete every course attempted, succeed in meeting the standards of the course successfully, and having a clear pathway to higher education, world-of-work or continued vocational training. All three are important for measuring the success of our program. Secondly, to improve teaching and learning, we will evaluate with leading indicator assessments (formative) how students are performing prior to taking the state lagging indicator of success (summative). We will abide by the state requirements for state testing but we will also administer tests from NWEA in order to assess prior to the state tests, how well our students are meeting the state standards and how well our students are performing compared to their peer groups nationally and in some cases internationally as well. The reason this is important is because our students in the future will not only compete locally, statewide, nationally, but internationally as well for jobs in the 21st century.

Therefore, we will incorporate the following assessment strategies to ensure that these three goals *are* met.

The Academy is dedicated to identifying the successes and growth areas of student performance. The Academy has created a process for identifying areas in which students have excelled, as well as areas in which they may be struggling. The Academy has designed the assessment process to be timed, focused, and complete for maximum achievement. It is the focus and mission of our assessment process to build off of success and to avoid an excessive focus on failures. MIPS is dedicated to encouraging students to celebrate their achievements and to work hard on areas needing improvement.

The Academy has committed to identifying areas that would discourage students so that the Academy can eliminate any strategies that are inhibiting student success. At the same time, new strategies and tools are integrated back into the celebration of success. MIPS has found that positive reinforcement coupled with learning targets creates a constructive balance that promotes progress. MIPS has identified that if a student is discouraged by their initial placement scores (NWEA Map Assessment), there can be an additional barrier to learning. Therefore, the Academy works into the learning process any additional areas of need while making sure that all successes are celebrated. Students that have a positive approach to learning will be more likely to be successful, and less likely to get bogged down or frustrated.



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Assessment Strategies:

The Academy has worked to implement the following strategies to improve the effectiveness of the assessment process:

- First the assessments are seamlessly integrated with the instruction. MIPS has found that students with testing anxiety will perform much better on formative assessments if they are worked into the daily class schedule and assignments.
- Assessments (formative) are viewed as the student's ability to display what they have learned and how they can use that information critically in unfamiliar situations and circumstances. MIPS serves students to empower them how to think and problem solve in unfamiliar situations. Assessment efforts have been designed to assist the service model of MIPS.
- Upon enrollment students complete the NWEA Map testing to identify areas of strength and areas needing improvement. The enrollment team evaluates previous year's state testing, the NWEA scores and their graduation progress to determine the students' educational pathway.
- In addition, as the students work through the virtual curriculum, the mentors, teachers, and counselors are monitoring the student progress and performance through the digital student dashboard. At any moment a teacher, mentor or counselor can access a student's entire educational history through the dashboard.
- MIPS also assists our special need students with an IEP that will determine level of instruction and support as well as the expected outcomes. These students may have an alternative assessment if they are eligible and MIPS will make accommodations based on students' IEP and/or 504 and the state eligibility requirements for those accommodations.

Methods of Assessment:

The Academy administers all applicable state assessments to gauge students' annual growth and help drive progress toward college and career readiness, including the social skills to navigate the post-secondary environment. The state assessments will be administered in the spring by certificated Academy personnel at a secure location(s) that has been pre-approved by the MDE and Ovid-Elsie Area Schools. The Academy has developed an assessment team that works to arrange testing facilities for the general education and students with accommodations and additionally make separate arrangements as needed. The Academy has a designated Assessment Coordinator who will coordinate secure locations and logistics and ensure that students participate in all required assessments.



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In addition, the Academy used the following assessments to measure pupil progress:

- **Baseline achievement data:** To the extent that state standardized test results are available for an incoming student, these results are integrated into the student's basic information in Powerschool and the student EDPs on the digital dashboard; likewise, results for state standardized tests that students take while enrolled at the Academy are also included in Powerschool. This data is used to track student progress from year to year and also within the year.
- **Placement process:** As part of the application process, the Academy works with incoming students to determine appropriate grade level placement. Students identified as potentially working significantly above or below grade level take a placement test. This is accomplished through the village interview process. During the village orientation students learn about the NWEA Map assessment that will help assist our academic counselors and mentors in creating the students unique academic pathway.
- **Ongoing formative assessments:** During each phase of curriculum mastery, students engage in assessments that tap into all levels of student thinking and understanding. Such assessment activities include: scored daily assignments, "checks for understanding" requiring students to apply and integrate new skills in a thoughtful manner and regular online quizzes to measure understanding of newly presented material. The Academy has worked closely with the certified teachers to ensure that students are working through a variety of classroom assessments. Some of the formative assessments that allow students to express their knowledge, understanding and performance mastery include; art exhibits, articles, dioramas, editorials, essays, journals, logs, models, museum displays, plays, poems, process logs, research papers, science projects, virtual reality dissections, virtual reality field trips, and written narratives. Other more subjective assessment activities include written journal responses and group discussions. Teachers closely monitor the results of these assessments.
- **Curriculum-Based and Assessments:** The Academy uses curriculum-based assessments ("CBAs") as a quick and effective way to gather, through personal conversation, additional information on students' understanding of concepts. Teachers conduct two types of CBAs: diagnostic curriculum-based assessment



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("DCBA") to pinpoint strengths and weaknesses in student mastery of concepts and verification curriculum based assessment ("VCBA") to gauge authentic student learning of concepts previously graded as successfully completed with scores of B or higher.

- **Online summative assessments:** Online assessments include several quizzes and a unit test. While the quizzes are brief and frequent (occurring after every third or fourth lesson), the unit tests are more comprehensive and occur at the end of an entire unit.
- **Portfolios and performance assessments:** Portfolio and performance assessments are embedded into every course. These assessments include written compositions, science lab reports, short answers and essays, book responses and a variety of work samples, which make up a student's portfolio. These assessments require direct teacher evaluation.
- **Yearly progress:** In the value-added model of academic growth, upon which the Academy is based, each student will demonstrate a year of academic growth for a year in school. Yearly growth is measured by subject scores from the Northwest Evaluation Association™ ("NWEA™") Measures of Academic Progress® ("MAP®") pre- and post-tests for grades K through 8, as well as the applicable state assessments for all students.
- **State standardized testing:** The Academy is dedicated to meeting and exceeding all of state standardized testing and grade level requirements.

In addition to the assessment methods described above, Powerschool and the RES dashboard gathers specific and actionable data on a student's daily performance. During each phase of curriculum mastery, students engage in many different types of evaluations, both formal and informal. Formal assessments include quizzes, unit tests, skill checks, portfolio items and graded discussions. Informal assessments include the variety of methods teachers use to gather ongoing feedback about student progress, such as WebMail, live sessions, phone conversations and review of student work samples.



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Data from all of the assessments are used by staff to continually adjust curriculum and instruction for each student. This approach allows teachers to easily assign supplementary or enrichment assignments, change pacing or sequencing of lessons, conduct tutorial sessions or otherwise personalize the program.

Every student will have a personal educational plan while special need students will have an IEP. These educational plans and IEPs will be reviewed each semester to ensure students are making progress towards grade level performance or content performance as measured by the Michigan standards. For secondary students, each students' high school transcripts will be reviewed at minimum annually to determine if the student is on track to graduate and that his or her course of study is congruent with their post-secondary goals. This review includes student feedback regarding their future goals to see if there is any change in what they would like to accomplish for their post-secondary goals.

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Michigan International Prep School
Student Admission Policy, Criteria and Enrollment Process

Open Non-discriminatory Enrollment

Michigan International Prep School ("MIPS") acknowledges and certifies that it will comply with all Revised School Code requirements pertaining to admissions and enrollment.

MIPS shall not charge tuition and shall not discriminate in pupil admissions policies or practices on the basis of intellectual or athletic ability, measures of achievement or aptitude, status as a student with a disability, or on any other basis that would be illegal, if used by a school district.

Enrollment is open to all individuals who reside in Michigan. Except for a foreign exchange student who is not a United States citizen, MIPS shall not enroll a pupil who is not a Michigan resident. If demand for enrollment in MIPS exceeds capacity, the school will utilize a lottery or other impartial selection process to admit students in compliance with the applicable provisions of the Michigan Revised School Code.

Every MIPS student will receive a free laptop computer or Chromebook equipped with a wireless network card and a MIFI card for access to the internet anywhere - anytime. Also, our learning centers will be equipped with desktop computers, a wireless network, printers, and projector with whiteboard for direct instruction.

Student Enrollment Statutory Caps

MIPS complies with the total Membership Cap Section 552(2)(d) of the Revised School Code, MCL 380.552(2)(d), that limits enrollment in MIPS to not more than 10,000 pupils starting the third and all subsequent school years of operation.

In addition, MIPS complies with Section 552(15) of the Code which sets limits on the number of pupils who can be enrolled in all cyber schools based on 2% of total statewide audited membership. MIPS may limit admissions to pupils within a particular range of age or grade level as currently permitted by law. Effective July 1, 2022, the following grade levels and enrollment caps apply for the duration of the reauthorization term:



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Year	Enrollment Caps*		
2022-2023	Elem - 600	MS - 800	HS - 1400 = 2800
2023-2024	Elem - 700	MS - 900	HS - 1400 = 3,000
2024-2025	Elem - 700	MS - 900	HS - 1400 = 3,000
2025-2026	Elem - 700	MS - 900	HS - 1400 = 3,000
2026-2027	Elem - 700	MS - 900	HS - 1400 = 3,000
2027-2028	Elem - 700	MS - 900	HS - 1400 = 3,000
2028-2029	Elem - 700	MS - 900	HS - 1400 = 3,000
2029-2030	Elem - 700	MS - 900	HS - 1400 = 3,000
2030-2031	Elem - 700	MS - 900	HS - 1400 = 3,000

*Above caps will increase by 100 total students per year during the term of the Charter Contract, but will never exceed a total enrollment of 3,000.

Priority Students

Pursuant to Section 556(7) of the Revised School Code, MCL 380.556(7), a cyber school authorized by a school district or intermediate school district shall give enrollment priority to pupils who reside in the school district or intermediate school district that is the authorizing body.

MIPS shall give enrollment priority to the following:

- (a) pupils who reside in the geographic boundaries of the authorizing school district;
- (b) a sibling of a pupil enrolled in the Academy;
- (c) a pupil who transfer to the Academy from another public school pursuant to a matriculation agreement incorporated as a Schedule to this Charter Contract, if statutory requirements are met; and
- (d) 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 board of directors of the Academy.

Enrollment information may be completed online or at a MIPS office, at a learning center location, public library, community meeting space, or intermediate school district location with the school district in which the student physically resides. MIPS shall



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demonstrate the following to the satisfaction of the Ovid-Elsie Area School Board of Education (or designee) with regard to its pupil admission process:

- (i) That MIPS has made a reasonable effort to advertise its enrollment openings.
- (ii) That MIPS has made the following additional efforts to recruit pupils who are eligible for special education programs and services or English as a second language services to apply for admission.
 - (A) Reasonable efforts to advertise all enrollment openings to organizations and media that regularly serve and advocate for individuals with disabilities or children with limited English-speaking ability within the boundaries of the intermediate school district in which MIPS is located.
 - (B) Inclusion in all pupil recruitment materials of a statement that appropriate special education services and English as a second language services will be made available to pupils attending the school as required by law.
- (iii) That the open enrollment period for MIPS is for a duration of at least 2 weeks, and that the enrollment times include some evening and weekend times.

Eligibility Under McKinney-Vento

Subject to the admission requirements applicable to students considered homeless under the McKinney-Vento Homeless Assistance Act, the following documentation must be submitted to determine eligibility for enrollment.

1. Proof of Michigan residency.
2. A certified copy or original birth certificate, or other acceptable form of student identification.
3. Immunization record signed by a physician or proper documentation for students with religious, medical or other conditions exempting the student from this requirement.
4. Health appraisal and vision screening, as applicable.
5. Release of records form in order to request records from the previous school district if applicable.
6. Affirmation of discipline from the student's prior school, if applicable.
7. For students qualifying for student services, all documentation pertaining to an IEP, MET or 504 Plan.

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Welcome To Prospective Michigan International Prep School Students and Families

As a public school, we invite applications from all children who reside in the state of Michigan and meet age requirements. For specific questions on the school's age requirements, please call our school directly.

We want every child to have an equal opportunity to attend our school. All applications received during Open Enrollment will be given equal consideration after the closing date through a lottery, if a lottery is necessary for that enrollment period. Open Enrollment for each school year begins in May of the previous year at 8:00 a.m. and ends at 5:00 p.m. on the day before the Spring Count Day in February.

You can also apply after the Open Enrollment period. However, your application will be processed in the order in which it was received, after all previous applications that have been submitted.

Applications are valid for one school year only. If your child is on the waiting list, we will notify you of the Open Enrollment period for the next school year so you can reapply in time to be part of the lottery.

Michigan International Prep School Open Enrollment and Lottery

Open Enrollment

If more applications are received than there are seats available, a random selection lottery will take place to determine which applicants are offered an available seat and determine the order of the waiting list. If fewer applications have been received than there are seats available, all students will be accepted.

Lottery

Lottery is a random selection process to fill available seats for all grade levels. A lottery is only held if the number of applications received during Open Enrollment is greater than the number of seats available in any grade level. The lottery process takes place in August of each year, if necessary. Lottery information will be posted to the school calendar.

When the Open Enrollment period ends, we compare the number of applications received to the number of available seats in each grade level.

If more seats are available than applicants, we accept all eligible children who applied during Open Enrollment.

If we have fewer seats available than applicants, a lottery will take place to determine which students get a seat and which students are placed on the waiting list.

Children who apply after Open Enrollment closes are processed in the order their applications are received and are placed on the appropriate list - accepted or waiting list.

Please note, even if your student is on the waiting list, they may still be enrolled because seats become available throughout the fall semester. We will continue to send you school information if your child is on the waiting list.

When is Open Enrollment?

Open Enrollment for the upcoming school year begins on the first business Monday in May; 8:00 a.m. and ends at 5:00 p.m. on the Spring Count day in February of the following year.

All applications that we receive during Open Enrollment are considered equal. During the lottery, these applications are randomly drawn for available seats. After Open Enrollment, however, applications are placed based on the date and time in which they are received. Your chances of getting a seat are greater by applying during Open Enrollment.

We will continue to accept applications throughout the summer and the entire school year.

The lottery for next school year will be live-streamed online and can be viewed on the school's website homepage.

Lottery results will be emailed to applicants and will be posted on the school's website within 24-48 hours of the lottery.

We want to accommodate families with more than one eligible child, so we give preference to siblings of children who are already enrolled in the school. Please see our Application and Enrollment Policy. The eligible sibling will be given the first available seat or placed on the waiting list with sibling preference over children who have no enrolled siblings. Children who share at least one common parent or legal guardian and live in the same household at least 50% of the time are eligible for sibling preference.

Lottery Details

1. On the MIPS website (miprepschool.org) and other enrollment postings MIPS will explicitly state which grade levels have a cap and what those deadlines are if they are different from our enrollment closing deadline (if applicable).
2. **Eligibility for Lottery:** To be eligible for enrollment as either a priority student or a regular application, all applications must be completed by the appropriate deadlines. This is specified to prospective families and includes all application materials, shot records, transcripts, etc. Incomplete applications will not be considered for either group.

3. **Priority students:** Returning students and students who have siblings in the school or who are dependents of school employees or school board members receive priority admission in a lottery scenario. This means they will take a spot and not be put in the lottery unless the number of priority students exceeds the number of open spots. In this event, they will have a separate lottery with just the priority students.
4. **Non-Priority students:** This is all students that don't fit into the above priority category.
5. **Lottery Timeline:** The lottery will be conducted with all completed applications within one week after the close date.
6. **Lottery Process:** All names of students needing to be in the lottery will be entered into an online randomization system. As it organizes the results, we'll offer spots to the number of students in the order they are drawn. This process will be recorded online.
7. **Accepting their spot:** Students will receive an email with next steps to accept their spot at MIPS. This includes filling out their EDP, verifying information, signing a FERPA agreement, etc. If they don't do this by the deadline in the email (no more than 3 days after the deadline), their spot will be voided and offered to another.
8. If there are not more students in the lottery than we have spaces for, then we will not hold a lottery and all the students with completed and valid applications will be admitted for enrollment.

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School calendar and school day schedule

The Michigan International Prep School provides services for a minimum of 1098 hours during the school year and will ensure all students are participating in the school's educational program a minimum of 1098 hours as required by MCL 380.553a(2)(b). However, students as part of a cyber academy have access to curriculum and instruction 24/7 throughout the traditional school year and summer if they take summer courses. MIPS' summer session is for students to do credit recovery, take additional courses or work ahead. It is the intention of MIPS to offer summer sessions to students at no cost. It is imperative that students who are looking to move at an accelerated pace not be held back by the cost of the tuition sessions. Likewise, students who are involved in credit recovery, also need access to summer courses without cost to them or their parents. This will be MIPS' practice every summer.

MIPS will offer office hours for the administrative office at each drop-in center. Teachers will have a weekly schedule for review of student academic work, for monitoring student progress, parent/student conferencing, professional development, individual student academic assistance, two-way interaction, web-conferencing, group instruction, and planning.

We will support blended learning and community project based learning. We will have learning centers for students to receive group or one-to-one support. We will operate our learning centers from 8 a.m. to 6 p.m. Monday - Friday or what works best for the community in which the drop-in center is located.

MIPS's school calendar always meets or exceeds the Michigan requirement for at least 180 student days and 1,098 hours during a school year and that follows the common calendar requirements of the Shiawassee Intermediate School District.

The following is the calendar for the 2022-23 school year, which was approved by the MIPS Board of Directors at the May Board meeting.



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Michigan International Prep School Calendar

MIPS Staff Calendar 2022-2023

During Blackout Dates requested vacations will not be approved as these are crucial days for our students

Key	PD Day
Staff Off	State Testing
Staff Holiday Party	Vacation Blackout
Start/End of Year	Count Day

Staff Days	Student Days	Student Hours
217	184.5	1291.5

July 2022						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

July 2022	
7/4-7/11	4th of July Break - Staff Off
7/15 - 7/18	Staff Off
7/21	Last Day for Summer Students 21-22
7/22 - 7/25	Staff Off
7/29	Staff Off

10 0

August 2022						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2022	
8/1	Staff Off
8/5	Staff Off
8/15-8/26	Staff Vacation Blackout Dates
8/16	Staff PD Day
8/18	Staff PD Day
8/29	First Day of 22-23 School Year

21 3

September 2022						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

September 2022	
9/2-9/5	Labor Day Break - Staff Off
9/30	Staff PD Day - Student 1/2 Day

20 19.5

October 2022						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

October 2022	
10/5	Fall Count Day - Blackout Date
10/7	Staff Off
10/21	Staff PD Day - Student 1/2 Day

20 19.5

November 2022						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

November 2022	
11/8	Election Day - Staff Off
11/21-11/25	Thanksgiving Break - Staff Off

16 16

December 2022						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

January 2023						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March 2023						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

April 2023						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

May 2023						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

December 2022	
12/9	Staff PD Day - Student 1/2 Day
12/16	Staff Holiday Party - Student 1/2 Day
12/23-1/6	Winter Holiday Break - Staff Off

January 2023	
12/26-1/6	Winter Holiday Break - Staff Off
1/16	MLK Day - Staff Off
1/23-2/3	Staff Vacation Blackout Dates

February 2023	
1/23-2/3	Staff Vacation Blackout Dates
2/8	Spring Count Day - Blackout Date
2/10	Staff Off
2/20	Presidents' Day - Staff Off
2/24	Staff PD Day - Student 1/2 Day

March 2023	
3/17	Staff PD Day - Student 1/2 Day
3/27-3/31	Spring Break - Staff Off

April 2023	
4/7	Good Friday - Staff Off
4/10	Easter Monday - Staff Off
?	SAT/PSAT/ACT WorkKeys Testing
?	MSTEP Testing
?	WIDA Testing
4/11-4/28	State Testing Window - Blackout Dates

May 2023	
5/19	Staff PD Day - Student 1/2 Day
5/29	Memorial Day - Staff Off

16

15

16

16

18

17.5

18

17.5

18

18

22

21.5

June 2023						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

22

June 2023	
6/29	Last Day of 22-23 School Year

21

Anticipated 2023-2024

July 2023						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

July 2023	
7/3-7/7	4th of July Break - Staff Off
7/14	Staff Off
7/21	Staff Off
7/28	Staff Off

August 2023						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

August 2023	
8/4	Staff Off
8/11	Staff Off
8/14-8/25	Staff Vacation Blackout Dates
8/28	First Day of 23-24 School Year

SCHEDULE 7h



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Age or Grade Range of Michigan International Prep School Students to be Enrolled

Students age 5 to 20 will be eligible for enrollment in grades K-12.

MIPS will limit admissions to pupils ages 5-21 years as of September 1 of the current school year; provided, however, that a special education student who is enrolled and receiving instruction in a special education program or service approved by the Michigan Department of Education, and who does not have a high school diploma, may continue to enroll in the Academy if less than 26 years of age as of September 1 of the current school year and grade levels (K-12).

SCHEDULE 8

**INFORMATION TO BE MADE AVAILABLE TO THE PUBLIC AND
AUTHORIZER OVID-ELSIE AREA SCHOOLS BY MIPS AND ANY EMO**

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article XI, Section 11.8, Michigan International Prep School (“MIPS” or the “Academy”) shall comply with this Schedule and shall require compliance by an educational management organization (EMO or ESP) engaged by MIPS under an ESP Agreement.

Information Available to the Public and The Authorizer:

The Code provides that the board of directors of a school of excellence that is a cyber school shall make information concerning its operation and management available to the public and to the Authorizer in the same manner as is required by state law for school districts.

The Code provides that the board of directors of a school of excellence that is a cyber school shall collect, maintain, and make available to the public and the Authorizer, in accordance with applicable law and the Contract, certain information relative to the operation and management of the Academy. MIPS agrees, and shall require any EMO that it may engage, to make at least all of the following information concerning the operation and management of MIPS available to the public and Ovid-Elsie Area Schools Board of Directors (“Ovid-Elsie” or the “Authorizer”):

1. A copy of the Charter Contract issued by the Ovid-Elsie Board of Education to the Academy.
2. A list of currently serving members of the Academy Board, including name, address, and term of office.
3. Copies of the executed Constitutional Oath of Public Office and Acceptance of Office form for each serving Academy Board member.
4. Copies of policies approved by the Academy Board.
5. Copies of the Academy Board's meeting calendar and public notices for all Academy Board meetings.
6. Copies of Academy Board meeting agendas and minutes.
7. A copy of the budget approved by the Academy Board and of any amendments to the budget.
8. List and copies of bills paid for amounts of \$10,000.00 or more.
9. Copies of quarterly financial reports submitted to the Authorizer.
10. A current list of teachers and administrators working at the Academy that includes individual salaries as submitted to the Registry of Educational Personnel.
11. Copies of the teaching or administrators certifications or permits of current teaching and administrative staff.
12. Evidence of compliance with the criminal background and records checks and unprofessional conduct check required under Sections 1230, 1230a, and 1230b of the Code or the Charter Contract for all teachers and administrators assigned to work at the Academy.

13. Curriculum documents and educational materials.
14. A copy of the Academy's School Improvement Plan, if required.
15. Proof of insurance as required by the Contract.
16. Copies of facility leases, mortgages, and/or deeds.
17. Copies of any equipment leases.
18. Proof of ownership for Academy owned vehicles and portable buildings.
19. Copies of any ESP Agreements or services contracts approved by the Academy Board.
20. Copies of all health and safety reports and certificates required for the Academy, including those relating to fire safety, environmental matters, asbestos inspection, boiler inspection, and food service, including (a) Certificates of Occupancy for all Academy facilities, (b) MDE letter of continuous use, if applicable (c) County Health Department food service permit, if required, (d) asbestos inspection report and asbestos management plan, if required, (e) boiler inspection certificate and lead based paint survey, if required, and (f) Phase 1 or other applicable environmental report, if required.
21. Copies of Academy Board approved policies.
22. Copies of monthly reports to the Michigan Department of Education on the number of pupils enrolled in online or distance learning programs operated by the Academy.
23. Annual financial audits and any management letters issued as part of the Academy's annual financial audit, required under Article VI, Section 6.9 of the Terms and Conditions of this Contract.
24. Any other information specifically required under the Code, as may be amended from time to time.

Information to be Provided by the Academy's Educational Service Provider (if any):

Pursuant to the Terms and Conditions of this Contract, the Ovid-Elsie Area Schools authorizes the Academy Board to employ or contract for personnel according to the position information outlined in Schedule 5. Any Educational Service Provider 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 , 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 the Terms and Conditions of this Contract.

The information listed in this Schedule 8, which is required to be collected, maintained, and made available to the public and the Authorizer in accordance with Applicable Law and the Charter Contract, shall be submitted to the Ovid-Elsie Charter Schools Office upon request or in accordance with the Annual Calendar of Reporting Requirements.