

EASTERN MICHIGAN UNIVERSITY

A Contract to Charter a Public School Academy and Related Documents

Issued By

**THE BOARD OF REGENTS OF
EASTERN MICHIGAN UNIVERSITY**
(Authorizing Body)

To

HOPE ACADEMY
(A Public School Academy)

July 1, 2020

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UNIVERSITY BOARD RESOLUTIONS

BOARD OF REGENTS
EASTERN MICHIGAN UNIVERSITY**RECOMMENDATION****AMENDMENT TO THE CHARTER SCHOOLS BOARD OF DIRECTOR METHOD OF
SELECTION POLICY****ACTION REQUESTED**

It is recommended that the Board of Regents adopt the attached resolution outlining a revised method of selecting board of directors of public school academies, schools of excellence and strict discipline academies.

STAFF SUMMARY

With the passage of Public Act 277 of 2011, which amended Michigan's charter school law, authorizers of public school academies are required to pass a resolution addressing their method of selecting and appointing individuals to serve on their public school academy boards of directors. This revision represents EMU's Charter Schools Office's commitment to continuous review and improvement of its processes.

FISCAL IMPLICATIONS

None.

ADMINISTRATIVE RECOMMENDATION

The proposed recommendation has been revised/and is recommended for Board approval.



University Executive Officer

5/25/2018

Date

Eastern Michigan University Board of Regents

RESOLUTION

**Public School Academy, School of Excellence and Strict Discipline Academy
Board of Director Method of Selection Resolution-Revised**

WHEREAS, MCL 380.503 of the Revised School Code ("Code"), MCL 380.553, and MCL 380.1311e provide that an authorizing body "shall adopt a resolution establishing the method of selection, length of term, and number of members of the board of directors" of each public school academy, school of excellence, and strict discipline academy, respectively, subject to the authorizing body's jurisdiction; and

WHEREAS, the Eastern Michigan University Board of Regents (the "University Board") desires to establish a standard method of selection resolution related to appointments and service of the directors of the governing board of its authorized public school academies, schools of excellence, and strict discipline academies, and

WHEREAS, the University Board has determined that changes to the method of selection process are in the best interest of the University and that such changes be incorporated into all charter contracts issued by the University Board;

NOW, THEREFORE, BE IT RESOLVED, that the policy titled Public School Academy Board of Director Method of Selection dated June 22, 2018, is adopted; and

BE IT FURTHER RESOLVED, that these provisions shall be implemented with new charter contracts and shall be phased in for existing schools as new charter contracts are issued. As of this date, the University Board has not issued any charter contracts for schools of excellence and strict discipline academies, but the method of selection process established by this resolution shall apply to any future school that is authorized. The University's Director of the Charter Schools Office is authorized to implement changes in the terms and conditions of charter contracts to fully execute these provisions.

I, the undersigned, as Secretary of the Eastern Michigan University Board of Regents, do hereby certify the foregoing resolution was adopted by the Eastern Michigan University Board of Regents at a public meeting held on the June 22, 2018, with a vote of eight for, zero opposed, and none abstaining.

By: _____

Eastern Michigan University
Board Secretary

Public School Academy Board of Director Method of Selection

The Eastern Michigan University Board of Regents ("University Board") declares that the method of selection, length of term, number of board members and other criteria shall be as follows:

Method of Selection and Appointment

The University Board shall prescribe the methods of appointment for members of the Academy Board. The University's Director of the Charter Schools Office is authorized to develop and administer an Academy Board selection and appointment process that includes a *Public School Academy Board Member Appointment Questionnaire* and is in accord with these provisions:

1. Except as provided in paragraph 4 below, the University Board shall appoint the initial and subsequent Academy Board of Directors by formal resolution. The University's Director of the Charter Schools Office shall recommend nominees to the University Board based upon a review of the nominees' *Public School Academy Board Member Appointment Questionnaire* and resume. Each nominee shall be available for interview by the University Board or its designee. The University Board may reject any and all Academy Board nominees proposed for appointment.
2. The Academy Board, by resolution and majority vote, shall nominate its subsequent members, except as provided herein. The Academy Board shall recommend to the Director of the Charter Schools Office at least one nominee for each vacancy. Nominees shall submit the *Public School Academy Board Member Appointment Questionnaire* for review by the University's Charter Schools Office. The Director of the Charter Schools Office may or may not recommend appointment of a nominee submitted by the Academy Board. If the Director of the Charter Schools Office does not recommend the appointment of a nominee submitted by the Academy Board, he/she may select and recommend another nominee or may request the Academy Board submit a new nominee for consideration.
3. An individual appointed to fill a vacancy created other than by expiration of the term shall be appointed for the unexpired term of that vacant position.
4. Under exigent conditions, and with the approval of the University Board's Chair, the University's Director of the Charter Schools Office may appoint a qualified individual to serve as a member of the Academy Board. All appointments made under this provision must be presented to the University Board for final determination at its next regularly scheduled meeting. The University Board reserves the right to review, rescind, modify, ratify, or approve any appointments made under the exigent conditions provision.

Length of Term

The director of an Academy Board shall serve at the pleasure of the University Board. Terms of the initial position of an Academy's Board of Directors shall be staggered in accordance with *The Academy Board of Director Table of Staggered Terms and Appointments* established and administered by the University's Charter Schools Office. Subsequent appointments shall be for a term of office not to exceed three (3) years, except as prescribed by *The Academy Board of Director Table of Staggered Terms and Appointments*.

Number of Directors

The number of board member positions shall never be fewer than five (5) nor more than nine (9), as determined from time to time by the University Board. If the Academy Board fails to attain or maintain its full membership by making appropriate and timely nominations, the University Board or the University's Director of the Charter Schools Office may deem that failure an exigent condition.

A vacancy may be left on the initial Academy Board for a parent or guardian representative to allow sufficient time for the Academy Board to interview and identify potential nominees.

Qualifications of Members

To be qualified to serve on an Academy's Board of Directors, a person shall, among other things: (a) be a citizen of the United States; (b) be a resident of the State of Michigan; (c) submit all materials requested by the University's Charter Schools Office including, but not limited to, the *Public School Academy Board Member Appointment Questionnaire* which must include authorization to process a criminal background check of the nominee; and (d) submit annually a conflicts of interest disclosure as prescribed by the University's Charter Schools Office.

The member of the Academy Board of Directors shall include (1) at least one parent or guardian of a child attending the Academy; and (2) one professional educator, preferably a person with school administrative experience. The Academy's Board of Directors shall include representation from the local community in which the Academy serves.

The members of the Academy's Board of Directors shall not include (1) any member appointed or controlled by another profit or non-profit corporation; (2) Academy employees or independent contractors performing services for the Academy; (3) any current or former director, officer, or employee of an educational management company that contracts with the Academy; and (4) University officials or employees.

Oath of Public Office

Before beginning their service, all members of the Academy's Board of Directors shall take and sign the constitutional oath of office before a justice, judge, or clerk of a court, or before a notary public. The Academy shall cause a copy of such oath of office to be filed with the University's Charter Schools Office. No appointment shall be effective prior to the taking, signing and filing of the oath of public office.

Removal and Suspension

If at any time the University Board determines that an Academy Board member's service is no longer necessary, then the University Board may remove an Academy Board member with or without cause by notifying the affected Academy Board member. The notice shall specify the date when the Academy Board member's service ends. Any Academy Board member may also be removed by a two-thirds (2/3) vote of the Academy Board for cause.

Under exigent conditions, with the approval of the University Board Chair, the Director of the Charter Schools Office may suspend or remove a member of the Academy Board, if in his/her judgement the member's fitness for office is in question and/or the member's continued presence on the Academy Board would constitute a risk to persons or property or would significantly impair the operations of the Academy. Any suspensions or removals made under this provision must be presented to the University Board for final determination at its next regularly scheduled meeting. The University Board reserves the right to review, rescind, modify, ratify, or approve any suspension or removal actions taken pursuant to this paragraph.

Tenure

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

Resignation

Any Academy Board member may resign at any time by providing written notice to the Academy or the University's Charter Schools Office. Notice of resignation will be effective upon receipt or at a subsequent time designated in the notice. Any Academy Board member who fails to attend three (3) consecutive Academy Board meetings without prior notification to the Academy Board President, may, at the option of the Academy Board, the University Board, or the University's Director of the Charter Schools Office, be deemed to have resigned, effective at a time designated in a written notice sent to the resigning Academy Board member. A successor shall be appointed as provided by the method of selection adopted by the University Board.

Board Vacancies

An Academy Board vacancy shall occur because of death, resignation, replacement, removal, failure to maintain United States citizenship or residency in the State of Michigan, disqualification, enlargement of the Academy Board, or as specified in the Code.

Compensation

Academy Board members shall serve as volunteer directors and without compensation for their respective services. By resolution of the Academy Board, the Academy Board members may be reimbursed for their reasonable expenses incidental to their duties as Academy Board members.

BOARD OF REGENTS

EASTERN MICHIGAN UNIVERSITY

SECTION: 16

DATE:
June 18, 2020

RECOMMENDATION

REISSUANCE OF CHARTER – ANN ARBOR LEARNING COMMUNITY (K-12)

REISSUANCE OF CHARTER – ACADEMY FOR BUSINESS AND TECHNOLOGY (K-12)

REISSUANCE OF CHARTER – GREAT LAKES ACADEMY (K-6)

REISSUANCE OF CHARTER -- HOPE ACADEMY (K-8)

ACTION REQUESTED

It is recommended that the Eastern Michigan University Board of Regents reissue the charter for ***Ann Arbor Learning Community*** and authorize the president of the University to execute a new two-year contract which will expire June 30, 2022.

It is recommended that the Eastern Michigan University Board of Regents reissue the charter for the ***Academy for Business and Technology*** and authorize the president of the University to execute a new five-year contract which will expire June 30, 2025.

It is recommended that the Eastern Michigan University Board of Regents reissue the charter for ***Great Lakes Academy*** and authorize the president of the University to execute a new four-year contract which will expire June 30, 2024.

It is recommended that the Eastern Michigan University Board of Regents reissue the charter for ***Hope Academy*** and authorize the president of the University to execute a new five-year contract which will expire June 30, 2025.

Accompanying this recommendation are profiles of Ann Arbor Learning Community, Academy for Business and Technology, Great Lakes Academy and Hope Academy.

SCHOOL PROFILES

Ann Arbor Learning Community

Ann Arbor Learning Community (AALC) opened as a K-6 school in 1998. In 2018-19 the academy was approved to expand enrollment to K-12 with a blended-learning high school academy. The overall enrollment for 2019-20 was 320 students. The student body is comprised of a wide diversity of social and economic backgrounds from Ann Arbor, Ypsilanti and several surrounding communities.

AALC is committed to the rigorous development of student intellect, curiosity and cooperation with a focus on helping students value themselves, their peers and their community. A safe and nurturing environment supports the social and emotional development of children, which is fundamental for effective student learning.

AALC is proud of the following accomplishments:

- The high school moved to a new location in Pittsfield Township at 4377 Textile Road. This new facility provides a larger community area, a gymnasium, and a stage for future performances.
- Students in the middle school recently competed in the Michigan History Day competition. Students created intensive projects based the theme, “Triumph and Tragedy.” One exhibit, “The Italian Hall Mining Disaster,” and two websites, “Women’s Suffrage” and “Frederick-Douglas’s Life and Death” advanced to the state finals.
- Expansion of its academic offerings to include a blended-learning high school academy.

Academy for Business and Technology

The Academy for Business and Technology Elementary School (ABTE) is a school of choice in Dearborn, Michigan enrolling students in grades K-5. Presently, ABTE has an enrollment of 275 students in grades K-5. ABTE is fully accredited by AdvancEd and the North Central Association on Accreditation and School Improvement. ABTE offers a challenging curriculum which is aligned to the State of Michigan Standards.

The vision of ABTE is, “Academic Success for All,” and, as such, the goal is to provide the academic support system necessary to make this a reality for every student. This is accomplished by providing a safe, secure school culture, a Positive Behavior Intervention Support system, an English as a Second Language program, tutoring for all grade levels, a summer academic camp, and a structured Multi-Tier System of Supports (MTSS) program designed to bring all students to grade level achievement.

ABTE is proud to offer:

- Highly Qualified Staff: Teachers who are highly qualified and dedicated. They go above and beyond for our students and families.
- Multi-Tier-Systems of Support (MTSS): A system to support students who are struggling academically and behaviorally.
- Michigan School Safety Grant: ABT was the recipient of the Michigan School Safety Grant. Through the grant they were able to ensure that all exterior doors were secure as well as having cordless phones installed throughout the school.
- Renovated School: During the summer of 2018, they replaced all of the flooring in the classrooms and various districts around the school donated more than 200 desks, 50 tables, 200 chairs, office furniture, and carpets.

The Academy for Business and Technology Secondary School (ABT MS/HS) is a tuition free public charter school located in Melvindale, MI that serves 285 students in grades 6-12. This school is accredited by the North Central Association. ABT MS/HS offers a rigorous curriculum aligned to the State of Michigan standards that prepares students to be college ready. In addition

to the core-curriculum, ABT MS/HS offers classes to create well-rounded students in the areas of science, technology, engineering, mathematics (STEM) and business.

ABT MS/HS operates with the foundational belief that all students can learn. They dedicate resources to supporting students both academically and socially. For example, ABT MS/HS offers free after-school tutoring, school day academic and behavior support through the Multi-Tiered System of Support (MTSS) program, social work services, and guidance counseling. By working with their various community partners, ABT MS/HS also offers students a variety of experiences to learn, grow and become productive citizens. This includes college fairs and tours, career day speakers, and field trip opportunities. ABT MS/HS also offers several sports programs including football, softball, basketball and cheerleading.

ABT Middle/High School is most proud of the following accomplishments:

- Implementing a robotics team which participated in several competitions and increased the school's ranking at each competition.
- Exposing our students to several colleges and universities via campus tours such as: Eastern Michigan University, Michigan State University, University of Michigan, Western Michigan University, Henry Ford College, Grand Valley State University, Wayne County Community College District and Wayne State University.

Great Lakes Academy

Great Lakes Academy is celebrating 23 years of service to the city of Pontiac. Great Lakes Academy began operations in the fall of 1997 as a K-3 school. The school added a grade level each year for the first five years, leading to the current configuration of providing a public education for 151 students in grades K-8. Presently, Great Lakes Academy has an enrollment of 155 students.

Great Lakes Academy's programming is built around the shared vision of educating children in a safe and nurturing environment. Great Lakes Academy is committed to giving every student the opportunity to be responsible for their academic success and to put them on the path to lifelong learning.

Great Lakes Academy is most proud of these achievements:

- Exceeded last year's scores in reading and math in the NWEA Assessment.
- Talented, dedicated and highly qualified teachers.
- Experienced school leader.
- Chromebooks for every student
- School-wide field trips
- After school tutoring
- Summer school
- Smaller class size
- Extended learning day
- Full-day kindergarten
- Peaceful learning environment
- Individualized learning paths for each student

Hope Academy

Hope Academy began the process, promise and commitment to educate students in July 1998, enrolling 288 students in kindergarten through 3rd grade. Presently, Hope Academy has an enrollment of 500 students in grades K-8. Each grade cluster contains 2-3 classes. Students in grades 4-8 are departmentalized. All Hope Academy teachers are certified and highly qualified.

To enrich the students' education, Hope Academy offers students music, physical education, instructional technology, and science labs for both elementary and middle school students. As Hope Academy implements the Common Core State Standards (CCSS) in all academic classes, the special subject and special education teachers are responsible for including the CCSS in their lesson planning and classroom instruction. The Academy also offers intervention classes to meet the challenges of diverse learners and special needs students. Programs are designed for students who are exceeding the standards consistently at Hope Academy. All Hope Academy students are challenged to reach greater heights.

Hope Academy continues to engage students in extracurricular activities to enhance their learning experiences. Its overall focus is to provide a well-rounded education that addresses the needs of the whole child. In-school and after-school tutorial services and programs include: academic games, Boy and Girl Scouts, basketball leagues for boys and girls, academic tutoring, Spanish, chess club, art, drama, Boys to Men male mentoring, and summer school programs.

Hope Academy is most proud of the following accomplishments:

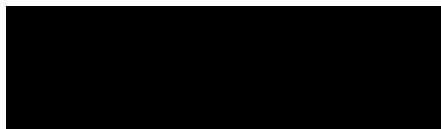
- Establishing a district-wide Multi-Tiered System of Support (MTSS). This includes a procedural guide for academics and behavior.
- Professional Learning was impactful and included the five (5) power strategies for improving student academic achievement: Reciprocal Teaching; Gradual Release Method; Cornell notes; Close Reading; and Frayer Model Vocabulary.
- All staff receive on-going training in restorative practices and differentiated instruction.

FISCAL IMPLICATIONS

None.

ADMINISTRATIVE RECOMMENDATION

The proposed Board action has been reviewed and is recommended for Board approval.



June 1, 2020

University Executive Officer

Date

**TERMS AND CONDITIONS
OF CONTRACT**

DATED: JULY 1, 2020

ISSUED BY

THE EASTERN MICHIGAN UNIVERSITY BOARD OF REGENTS

TO

**HOPE ACADEMY
(A PUBLIC SCHOOL ACADEMY)**

**CONFIRMING THE STATUS OF
HOPE ACADEMY**

AS A

PUBLIC SCHOOL ACADEMY

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Exhibit A

Schedules

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

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

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

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

WHEREAS, the Eastern Michigan University Board of Regents has considered the authorization of the Academy and has approved the issuance of a contract to the Academy;

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

ARTICLE I

DEFINITIONS

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

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

- (e) “Authorizing Resolution” means the Resolutions adopted by the University Board on June 18, 2020.
- (f) “Charter Schools Director” means the person designated by the University Board to administer the operations of the Charter Schools Office.
- (g) “Charter Schools Office” or “CSO” means the office designated by the University Board as the initial point of contact for public school academy applicants and public school academies authorized by the University Board. The Charter Schools Office is also responsible for administering the University Board’s responsibilities with respect to the Contract.
- (h) “Code” means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1852 of the Michigan Compiled Laws.
- (i) “Community District” means a community school district created under part 5B of the Code, MCL 380.381 et seq.
- (j) “Conservator” means an individual appointed by the University President in accordance with Section 10.9 of these Terms and Conditions.
- (k) “Contract” means, in addition to the definition set forth in the Code, these Terms and Conditions, Exhibit A containing the Authorizing Resolution and the Resolution, the Master Calendar, the ESP Policies, the Lease Policies, the Schedules, and the Application.
- (l) “Department” means the Michigan Department of Education, established pursuant to Article VII, Section 3 of the Michigan Constitution of 1963 and created pursuant to Section 16.400 of the Michigan Compiled Laws.
- (m) “Director” means a person who is a member of the Academy Board of Directors.
- (n) “Educational Service Provider” or “ESP” means an educational management organization as defined under section 503c of the Code, MCL 380.503c, that has entered into a contract or agreement with the Academy Board for operation or management of the Academy, which contract has been submitted to the Charter Schools Director for review as provided in Section 11.11 and has not been disapproved by the Charter Schools Director, and is consistent with the CSO Educational Service Provider Policies, as they may be amended from time to time, and Applicable Law.
- (o) “Educational Service Provider Policies” or “ESP Policies” means those policies adopted by the Charter Schools Director that apply to a Management Agreement. The Charter Schools Director may, at any time and at his or her sole discretion, amend the ESP Policies. The ESP Policies in effect as of this date are incorporated and part of this Contract. 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.

- (p) “Fund Balance Deficit” means the Academy has more liabilities than assets at the end of any given school fiscal year, and includes any fiscal year where the Academy would have had a budget deficit but for a financial borrowing by the Academy or a monetary contribution by an Educational Service Provider or other person or entity to the Academy. If the Academy receives a gift or grant of money or financial support from an Educational Service Provider or other person or entity that does not require repayment by the Academy, and is not conditioned upon the actions or inactions of the Academy or the Academy Board, then such gift or grant shall not constitute a financial borrowing or contribution for purposes of determining a Fund Balance Deficit.
- (q) “Lease Policies” means those policies adopted by the Charter Schools Office that apply to real property lease agreements entered into by the Academy. The Charter Schools Director may, at any time and at his or her sole discretion, amend the Lease Policies. The Lease Policies in effect as of this date are incorporated into and part of this Contract. 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.
- (r) “Management Agreement” or “ESP Agreement” means an agreement as defined under section 503c of the Code, MCL 380.503c, that has been entered into between an ESP and the Academy Board for the operation and/or management of the Academy, which has been submitted to the Charter Schools Office for review as provided in Section 11.11 and has not been disapproved by the Charter Schools Director.
- (s) “Master Calendar” or “MCRR” means the Master Calendar of Reporting Requirements developed and administered by the Charter Schools Office setting forth a reporting time line for certain financial, administrative, facility, Academy Board and educational information relating to the Academy. The Charter Schools Director may, at any time and at his or her sole discretion, amend the Master Calendar. Upon amendment, changes to the Master Calendar shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.
- (t) “President” means the President of Eastern Michigan University or his or her designee.
- (u) “Resolution” means the resolution adopted by the University Board on June 22, 2018 establishing the standard method of selection, length of term

and number of members format for public school academies issued a Contract by the University Board, as amended from time to time.

- (v) “Schedules” means the following Contract documents of the Academy: Schedule 1: Articles of Incorporation, Schedule 2: Bylaws, Schedule 3: Fiscal Agent Agreement, Schedule 4: Oversight Agreement, Schedule 5: Description of Staff Responsibilities, Schedule 6: Physical Plant Description and Schedule 7: Required Information for Public School Academies.
- (w) “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.*
- (x) “State School Reform/Redesign Office” means the office created within the Michigan Department of Technology Management and Budget by Executive Reorganization Order 2015-02, codified at MCL 18.445, and transferred from the Michigan Department of Technology Management and Budget to the Michigan Department of Education by Executive Reorganization Order 2017-02, codified at MCL 388.1282.
- (y) “Superintendent” means the Michigan Superintendent of Public Instruction.
- (z) “Terms and Conditions” means this document entitled “Terms and Conditions of Contract, Dated July 1, 2020, Issued by the Eastern Michigan University Board of Regents to Hope Academy Confirming the Status of Hope Academy as a public school academy.”
- (aa) “University” means Eastern Michigan University, a state public university, established pursuant to Article VIII, Sections 4 and 6 of the Michigan Constitution of 1963 and MCL 390.551 *et seq.*
- (bb) “University Board” means the Eastern Michigan University Board of Regents, an authorizing body as designated under Section 501 of the Code, MCL 380.501.
- (cc) “University Board Chairperson” means the Chairperson of the Eastern Michigan University Board of Regents or his or her designee.
- (dd) “University Charter Schools Hearing Panel” or “Hearing Panel” means such person(s) as designated by the University Board Chairperson.

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

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

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

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

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

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

ARTICLE II

RELATIONSHIP BETWEEN THE ACADEMY AND THE UNIVERSITY BOARD

Section 2.1. Constitutional Status of Eastern Michigan University. The University is a constitutionally established body corporate operating as a state public university. In approving this Contract, the University Board voluntarily exercises additional powers given to the University Board under the Code. Nothing in this Contract shall be deemed to be any waiver of the University Board's constitutional autonomy and powers and the Academy shall not be deemed to be a part of the University. If applicable, the University Board has provided to the Department the accreditation notice required under Section 502 of the Code, MCL 380.502.

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

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

University Board, or the University. Neither the full faith and credit nor the taxing power of the State of Michigan or any agency of the State, nor the full faith and credit of the University Board or the University shall ever be assigned or pledged for the payment of any Academy contract, agreement, note, mortgage, loan or other instrument of indebtedness.

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

ARTICLE III

ROLE OF THE UNIVERSITY BOARD AS AUTHORIZING BODY

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

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

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

Section 3.4. Reimbursement of University Board Expenses. The Academy shall pay the University Board an administrative fee to reimburse the University Board for the expenses

associated with the execution of its authorizing body and oversight responsibilities. The terms and conditions of the administrative fee are set forth in Schedule 4.

Section 3.5. University Board Approval of Condemnation. In the event that the Academy desires to acquire property pursuant to the Uniform Condemnation Procedures Act or other applicable statutes, it shall obtain express written permission for such acquisition from the University Board. The Academy shall submit a written request to the Charter Schools Office describing the proposed acquisition and the purpose for which the Academy desires to acquire the property. The Charter Schools Director will generate a recommendation for consideration by the University Board with regard to the proposed acquisition. The request and the Charter Schools Director's recommendation will be submitted by the Charter Schools Director for the University Board's consideration in accordance with the University Board's generally applicable timelines and policies for the agendas of regularly-scheduled University Board committee meetings and formal sessions of the University Board. No acquisition may be made until the approval of the University Board is obtained by resolution adopted at a formal session of the University Board.

Section 3.6. Authorization of Employment. The University Board authorizes the Academy to employ or contract directly with personnel according to the position information outlined in Schedule 5. However, the Academy Board shall prohibit any individual from being employed by the Academy, an Educational Service Provider or an employee leasing company involved in the operation of the Academy, in more than one (1) full-time position and simultaneously being compensated at a full-time rate for each of these positions. Additionally, the Academy Board shall require each individual who works at the Academy to disclose to the Academy Board any other public school or Educational Service Provider at which that individual works or to which that individual provides services. An employee hired by the Academy shall be an employee of the Academy for all purposes and not an employee of the University for any purpose. With respect to employees who are directly employed by the Academy, the Academy shall have the power and responsibility to (i) recruit, select and engage employees; (ii) pay their wages; (iii) evaluate performance; (iv) discipline and dismiss employees; and (v) control the employees' conduct, including the method by which the employee carries out his or her work. The Academy Board shall be responsible for carrying workers' compensation insurance and unemployment insurance for its employees. The Academy shall ensure that the term or length of any employment contract or consultant agreement does not extend beyond the term of this Contract and shall terminate in the event this Contract is revoked or terminated. In no event may an Academy employee's employment contract term, inclusive of automatic renewals, extend beyond the term of this Contract.

Section 3.7. Charter Schools Director Review of Certain Financing Transactions. If the Academy proposes to (i) finance the acquisition, by lease, purchase, or other means, of facilities or equipment, or renovation of facilities, in excess of \$150,000, pursuant to arrangements calling for payments over a period greater than one (1) year, and which include a pledge, assignment or direction to one or more third parties of a portion of the funds to be received by the Academy from the State of Michigan pursuant to the State School Aid Act of 1979, as amended, being MCL 388.1601 et seq., or (ii) direct that a portion of its State School Aid Payments be forwarded by the University Board to a third party account for the payment of Academy debts and liabilities, the Academy shall submit the transaction to the Charter Schools Office for prior review by the Charter Schools Director, as designee of the University 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 Charter Schools 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 Charter Schools Director extends the review period, within thirty (30) days of receiving a written request in compliance with this Section, the Charter Schools Director shall notify the Academy if the proposed transaction is disapproved. The Charter Schools Director may disapprove the proposed transaction if, in his or her judgment, the proposed transaction violates this Contract or Applicable Law. 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 Charter Schools Director. By not disapproving a proposed transaction, the Charter Schools Director is in no way giving approval of the proposed transaction, or any of the terms or conditions thereof.

Section 3.8. Authorizing Body Contract Authorization Process. Pursuant to the Code, the University Board is not required to issue a contract to the Academy. This Contract is for a fixed term and will expire at that end of the Contract Term set forth in Section 12.9 without any further action of either the Academy or the University Board. Consistent with the Code, the University Board may elect, at its sole discretion, not to consider the issuance of a contract, consider reauthorization of the Academy and elect not to issue a contract, or consider reauthorization of the Academy and issue a contract for a fixed term. The timeline and process for consideration of whether to issue a new contract to the Academy shall be solely determined by the CSO. The CSO may provide to the Academy a description of the timeline and process by which the Academy may be considered for issuance of a new contract. The standards for the issuance of a new contract shall include increases in academic achievement for all groups of pupils as measured by assessments and other objective criteria established by the CSO as the most important factor of whether to issue or not issue a new contract. The CSO, 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.

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

ARTICLE IV

REQUIREMENT THAT THE ACADEMY ACT SOLELY AS GOVERNMENTAL ENTITY

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

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

Section 4.3. Academy Board Members Serve In Their Individual Capacity. All Directors of the Academy Board shall serve in their individual capacity, and not as a representative or designee of any other person or entity. A person who does not serve in their individual capacity, or who serves as a representative or designee of another person or entity, shall be deemed ineligible to continue to serve as a Director of the Academy Board. A Director who violates this Section shall be removed from office, in accordance with the removal provisions found in the Resolution or Schedule 2: Bylaws. As set forth in the Resolution, a Director serves at the pleasure of the University Board, and may be removed with or without cause at any time.

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

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

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

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

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

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

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

Section 4.8. Academy Counsel. The Academy Board shall select, retain and pay legal counsel to represent the Academy. The Academy shall not retain any attorney to represent the Academy if the attorney or the attorney's law firm also represents the Academy's Educational Service Provider or any person or entity leasing real property to the Academy, if any.

ARTICLE V

CORPORATE STRUCTURE OF THE ACADEMY

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

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

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

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

ARTICLE VI

OPERATING REQUIREMENTS

Section 6.1. Governance Structure. The Academy shall be organized and administered under the direction of the Academy Board and pursuant to the Governance Structure as set forth in Schedule 7a. The Academy shall have four officers: President, Vice-President, Secretary and Treasurer. The officer positions shall be filled by persons who are members of the Academy Board. A description of their duties is included in Schedule 2.

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

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

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

Section 6.5. Method of Pupil Assessment. The Academy shall evaluate pupils' work based on the assessment strategies identified in Schedule 7e. To the extent applicable, pupil performance at the Academy shall be assessed using the Michigan Student Test of Educational

Progress (“M-STEP”) or the Michigan Merit Examination (“MME”) designated under the Code. The Academy shall provide the Charter Schools Office with copies of reports, assessments and test results concerning the following:

- (a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the Charter Schools Office;
- (b) an assessment of the student performances at the end of each academic school year or at such other times as the University Board may reasonably request;
- (c) an annual education report in accordance with the Code;
- (d) an annually administered nationally recognized norm-referenced achievement test for the Academy’s grade configuration, or a program of testing approved by the Charter Schools Office; and
- (e) all tests required under Applicable Law.

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

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

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

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

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

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

Section 6.11. Annual Financial Statement Audit. The Academy shall conduct an annual financial statement audit prepared and reviewed by an independent certified public accountant. The Academy Board shall select, retain and pay the Academy’s independent auditor. The Academy Board shall not approve the retention of any independent auditor if that independent

auditor or the auditor's firm is also performing accounting and/or auditing services for the Academy's Educational Service Provider, if applicable. In accordance with timeframes set forth in the Master Calendar, the Academy shall submit one (1) copy of the annual financial statement audit, auditor's management letters and any responses to auditor's management letters to the Charter Schools Office.

Section 6.12. Address and Description of Physical Plant; Process for Expanding Academy's Site Operations. The address and description of the physical plant for the Academy is set forth in Schedule 6. With the approval of the University 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 University Board's process for evaluating and approving the same configuration of age or grade levels at more than one (1) site is as follows:

By formal resolution, the Academy Board may request the authority to operate the same configuration of age or grade levels at more than one site. The Academy Board shall submit to the CSO a contract amendment, in a form and manner determined by the CSO. The contract amendment shall include all information requested by the CSO, including detailed information about the site, the Academy's proposed operations at the site and the information provided in Contract Schedules 4, 5, 6 and 7. Upon receipt of a complete contract amendment, the Charter Schools Director shall review the contract amendment and make a determination regarding whether the Academy's request for site expansion should be approved. A positive determination by the Charter Schools Director of the contract amendment shall include a determination by the Charter Schools Director that the Academy is operating in compliance with the Contract and is making measureable progress toward meeting the Academy's educational goals. If the Charter Schools Director approves the Academy Board's site expansion request contract amendment, the Contract shall be amended in accordance with Article IX of these Terms and Conditions. The Charter Schools Director reserves the right to modify, reject or approve any site expansion request contract amendment in its sole and absolute discretion.

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

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

Section 6.15. Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Targeted Educational Outcomes. The Academy shall perform the compliance certification duties required by the University Board and outlined in the Oversight Agreement set

forth as Schedule 4. In addition to the University 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 educational goals.

Section 6.16. Matriculation Agreements. Before the Academy Board approves a matriculation agreement with another public school, the Academy shall provide a draft copy of the agreement to the Charter Schools Office for review. Any matriculation agreement entered into by the Academy shall be incorporated into Schedule 7 by contract amendment pursuant to Article IX of these Terms and Conditions.

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

Section 6.18. New Public School Academies Located Within The Boundaries of A Community District. If the Academy is a new public school academy and either of the circumstances listed below in (a) or (b) apply to the Academy's proposed site(s), the Academy represents to the University Board, intending that the University Board rely on such representation as a precondition to issuing this Contract, that the Academy has a substantially different governance, leadership and curriculum than the public school previously operating at the site(s):

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

Section 6.19. Part 6A Blended Learning Opportunities. The Academy shall ensure requirements for Academy students enrolled in a blended learning course meet all Department requirements, including, but not limited to, pupil accounting requirements which may be described in Section 5-O-D of the Department's Pupil Accounting Manual, related to a Part 6A public school academy that provides blended learning opportunities to its students.

ARTICLE VII

TUITION PROHIBITED

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

ARTICLE VIII

COMPLIANCE WITH APPLICABLE LAW

Section 8.1. Compliance with Applicable Law. The Academy shall comply with all applicable state and federal laws, including, but not limited to, to the extent applicable, the Code, the State School Aid Act of 1979, the Open Meetings Act, the Freedom of Information Act (“FOIA”), the Public Employment Relations Act, the Uniform Budgeting and Accounting Act, the Revised Municipal Finance Act of 2001, the Elliott-Larsen Civil Rights Act, the Persons with Disabilities Civil Rights Act, and Subtitle A of Title II of the Americans with Disabilities Act of 1990, Public Law 101-336, 42 USC & 12101 et seq. or any successor law. The Academy agrees to participate in state assessments, data collection systems, state level student growth models, state accountability and accreditation systems, and other public comparative data collection required for public schools. Additionally, the Academy shall comply with other state and federal laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other state or federal law to the Academy.

ARTICLE IX

AMENDMENT

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

Section 9.2. Process for Amendment Initiated by the Academy. The Academy, by a majority vote of its Board of Directors, may, at any time, propose specific changes in this Contract or may propose a meeting to discuss potential revision of this Contract. The proposal will be made to the University Board through its designee.

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

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

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

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

ARTICLE X

CONTRACT TERMINATION, SUSPENSION, AND REVOCATION

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

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

Section 10.2. Other Grounds for Revocation. In addition to the statutory grounds for revocation set forth in Section 10.1 and the grounds for an automatic revocation set forth in Section

10.3 , the University Board may revoke this Contract, pursuant to the procedures set forth in Section 10.6, upon a determination that one or more of the following has occurred:

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

Section 10.3. Automatic Amendment Of Contract; Automatic Termination of Contract If All Academy Sites Closed; Economic Hardship Termination. Except as otherwise provided in this Section 10.3, if the University Board is notified by the Department that an Academy site is subject to closure under section 507 of the Code, MCL 380.507 ("State's Automatic Closure Notice"), then this Contract shall automatically be amended to eliminate the Academy's authority to operate certain age and grade levels at the site or sites identified in the State's Automatic Closure Notice. If the State's Automatic Closure Notice includes all of the Academy's existing sites, then this Contract shall automatically be terminated at the end of the current school year in which either the

State's Automatic Closure Notice is received without any further action of the University Board or the Academy.

Following receipt of the State's Automatic Closure Notice, the Charter Schools Director shall forward a copy of the notice to the Academy Board and may request a meeting with the Academy Board representatives to discuss the Academy's plans and procedures for the elimination of certain age or grade levels at the identified site or sites, or if all of the Academy's existing sites are included in that notice, then wind-up and dissolution of the Academy corporation at the end of the current school year. All Academy inquiries and requests for reconsideration of the State's Automatic Closure Notice, including the granting of any hardship exemption by the Department rescinding the State's Automatic Closure Notice ("Pupil Hardship Exemption"), shall be directed to the Department, in a form and manner determined by the Department.

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

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

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

Section 10.4. Grounds and Procedures for Academy Termination of Contract. The Academy Board, by majority vote of its Directors, may, at any time and for any reason, request termination of this Contract. The Academy Board's request for termination shall be made to the Charter Schools Director not less than six (6) calendar months in advance of the Academy's proposed effective date of termination. Upon receipt of an Academy request for termination, the Charter Schools Director shall present the Academy Board's request for termination to the University Board. A copy of the Academy Board's resolution approving of the Contract termination, including a summary of the reasons for terminating the Contract, shall be included with the Academy Board's request for termination. Upon receipt of the Academy Board's request for termination, the University Board shall consider and vote on the proposed termination request. The University Board may, in its sole discretion, waive the six (6) month advance notice requirement for terminating this Contract.

Section 10.5. Grounds and Procedures for University Termination of Contract. The University Board, in its sole discretion, reserves the right to terminate the Contract (i) for any reason or for no reason provided that such termination shall not take place less than six (6) months

from the date of the University Board's action; or (ii) if there is a change in Applicable Law that the University Board, in its sole discretion, determines impairs its rights and obligations under the Contract or requires the University Board to make changes in the Contract that are not in the best interest of the University Board or the University, then such termination shall take effect at the end of the current Academy fiscal year. Following University Board approval, the Charter Schools Director shall provide notice of the termination to the Academy. If during the period between the University Board action to terminate and the effective date of termination, the Academy has violated the Contract or Applicable Law, the Contract may be revoked or suspended sooner pursuant to this Article X. If this Contract is terminated pursuant to this Section 10.5, the revocation procedures in Section 10.6 shall not apply.

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

(a) Notice of Intent to Revoke. The Charter Schools 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 Charter Schools Director, and shall either admit or deny the allegations of non-compliance. If the Academy's response includes admissions of non-compliance with the Contract or Applicable Law, the Academy Board's response must also contain a description of the Academy Board's plan and time line for correcting the non-compliance with the Contract or Applicable Law. If the Academy's response includes a denial of non-compliance with the Contract or Applicable Law, the Academy's response shall include sufficient documentation or other evidence to support a denial of non-compliance with the Contract or Applicable Law. A response not in compliance with this Section shall be deemed to be non-responsive. As part of its response, the Academy Board may request that a meeting be scheduled with the Charter Schools 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 Charter Schools Director shall review the Academy Board's response and determine whether a reasonable plan for correcting the deficiencies can be formulated. If the Charter Schools Director determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent to Revoke can be formulated, the Charter Schools Director shall develop a plan for correcting the non-compliance ("Plan of Correction") which may include reconstitution pursuant to Section 10.6(d) of these Terms and Conditions. In developing a Plan of Correction, the Charter Schools Director is permitted to adopt, modify or reject some or all of the Academy Board's response for correcting the deficiencies outlined in the Notice of Intent to Revoke. The Notice of Intent to Revoke shall be closed if the Charter Schools Director determines any of the following: (i) the Academy Board's denial of non-compliance is persuasive; (ii) the non-compliance set forth in the Notice of Intent to Revoke has

been corrected by the Academy Board; or (iii) the Academy Board has successfully completed the Plan of Correction.

(d) University Board's Contract Reconstitution Provision. The Charter Schools Director may reconstitute the Academy in an effort to improve student educational performance or to avoid interruption of the educational process. Reconstitution may include, but is not limited to, one of the following actions: (i) removal of 1 or more members of the Academy Board; (ii) termination of at-will board appointments of 1 or more Academy Board members in accordance with the Resolution; (iii) withdrawing approval of a contract under Section 506 of the Code; (iv) the appointment of a new Academy Board of Directors or a Conservator to take over operations of the Academy; or (v) closure of an Academy site(s). Reconstitution of the Academy does not prohibit the Department from issuing an order under section 507 of the Code, MCL 380.507, directing the automatic closure of the Academy's site(s).

(e) Request for Revocation Hearing. The Charter Schools Director may initiate a revocation hearing before the University Charter Schools Hearing Panel if the Charter Schools 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 Charter Schools Director deems cannot be remedied or cannot be remedied in an appropriate period of time, or for which the Charter Schools 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 Charter Schools Director shall send a copy of the request for revocation hearing to the Academy Board at the same time the request is sent to the Hearing Panel. The request for revocation shall identify the reasons for revoking the Contract.

(f) Hearing before the University Charter Schools Hearing Panel. Within thirty (30) days of receipt of a request for revocation hearing, the Hearing Panel shall convene a revocation

hearing. The Hearing Panel shall provide a copy of the notice of hearing to the 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 Charter Schools Director's decision for Contract revocation, and to make a recommendation to the University Board on whether the Contract should be revoked. The revocation hearing shall be held at a location, date and time as determined by the Charter Schools Director and shall not last more than three hours. The hearing shall be transcribed and the cost shall be divided equally between the University and the Academy. The Charter Schools 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 Charter Schools Director or his or her designee and the Academy Board or its designee. Within thirty (30) days of the revocation hearing, the Hearing Panel shall make a recommendation to the University Board concerning the revocation of the Contract. For good cause, the Hearing Panel may extend any time deadline set forth in this subsection. A copy of the Hearing Panel's recommendation shall be provided to the Charter Schools Office and the Academy Board at the same time that the recommendation is sent to the University Board.

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

(h) Effective Date of Revocation. If the University Board votes to revoke the Contract, the revocation shall be effective on the date of the University Board's act of revocation, or at a later date as determined by the University Board.

(i) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the University Board to revoke the Contract, may be withheld by the University Board or returned to the Michigan Department of Treasury upon request. The University Board may also direct that a portion of the Academy's state school aid funds be directed to fund the Academy's Dissolution account established under Section 10.10 of these Terms and Conditions.

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

(a) The Charter Schools Director Action. If the Charter Schools Director determines, in his or her sole discretion, that certain conditions or circumstances exist such that the Academy Board:

- (i) has placed staff or students at risk;
- (ii) is not properly exercising its fiduciary obligations to protect and preserve the Academy's public funds and property;
- (iii) has lost its right to occupancy of the physical facilities described in Schedule 6, and cannot find another suitable physical facility for the Academy prior to the expiration or termination of its right to occupy its existing physical facilities;
- (iv) has failed to secure or has lost the necessary fire, health, and safety approvals as required by Schedule 6;
- (v) has willfully or intentionally violated this Contract or Applicable Law; or
- (vi) has violated Section 10.2(g) or (h), then the Charter Schools Director may immediately suspend the Contract, pending completion of the procedures set forth in Section 10.6. A copy of the suspension notice, setting forth the grounds for suspension, shall be sent to the Academy Board and to the Hearing Panel. If this subsection is implemented, the notice and hearing procedures set forth in Section 10.6 shall be expedited as much as possible.

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

(c) Immediate Revocation Proceeding. If the Academy Board, after receiving a notice of Contract suspension from the Charter Schools 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 University Board shall proceed to consider the Hearing Panel's recommendation in accordance with Sections 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 Washtenaw 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 proceedings is brought in accordance

with this Section 10.8. This Section 10.8 shall not in any way be interpreted as an exception to the Academy's covenant not to sue contained in Section 11.3 of these Terms and Conditions.

Section 10.9. Conservator; Appointment By University President. Notwithstanding any other provision of the Contract, in the event that the University President, in his or her sole discretion, determines that the health, safety and welfare of Academy students, property or funds are at risk, the University President, after consulting with the University Board Chairperson, may appoint a person to serve as the Conservator of the Academy. Upon appointment, the Conservator shall have all the powers of a Board of Directors of a Public School Academy and act in the place and stead of the Academy Board. The University President shall appoint the Conservator for a definite term which may be extended in writing at his or her sole discretion. During the appointment, the Academy Board members and their terms in office are suspended and all powers of the Academy Board are suspended. All appointments made under this provision must be presented to the University Board for final determination at its next regularly scheduled meeting. During their appointment, the Conservator shall have the following powers:

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

Section 10.10. Academy Dissolution Account. If the University Board terminates, revokes or fails to issue a new Contract to the Academy, the Charter Schools Director shall notify the Academy that, beginning thirty (30) days after notification of the University Board's decision, the University Board may direct up to \$10,000 from each subsequent state school aid fund payment, not to exceed a combined total of \$30,000, to a separate Academy account ("Academy Dissolution Account") to be used exclusively by the Academy to pay the costs associated with the wind up and dissolution responsibilities of the Academy. Within five (5) business days of the Charter Schools Director's notice, the Academy Board Treasurer shall provide the Charter Schools Director, in a form and manner determined by the CSO,

with account detail information and authorization to direct such funds to the Academy Dissolution Account. The Academy Dissolution Account shall be under the sole care, custody and control of the Academy Board, and such funds shall not be used by the Academy to pay any other Academy debt or obligation until such time as all the wind-up and dissolution expenses have been satisfied. An intercept agreement entered into by the Academy and third party lender or trustee on or after the date of this Contract shall include language that the third party lender or trustee acknowledges and consents to the funding of the Academy's dissolution account in accordance with this Contract. Any unspent funds remaining in the Academy's dissolution account after payment of all wind up and dissolution expenses shall be returned to the Academy.

ARTICLE XI

PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

Section 11.1. The Academy Budget; Transmittal of Budgetary Assumptions; Budget Deficit; Enhanced Deficit Elimination Plan.

The Academy agrees to comply with all of the following:

- (a) The Academy Board is responsible for establishing, approving, and amending an annual budget in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421 et seq.
- (b) Within ten (10) days after adoption by the Academy Board (but not later than July 1st) each year, the Academy Board shall submit to the Charter Schools Office a copy of its annual budget for the upcoming fiscal year. The budget must detail budgeted expenditures at the object level as described in the Michigan Department of Education's Michigan School Accounting Manual. In addition, the Academy Board is responsible for approving all revisions and amendments to the annual budget. Within 10 days after Academy Board approval, revisions or amendments to the Academy's budget shall be submitted to the Charter Schools Office.
- (c) Unless exempted from transmitting under section 1219 of the Code, MCL 380.1219, the Academy, on or before July 7th of each school fiscal year, shall transmit to the Center for Educational Performance and Information ("CEPI") the budgetary assumptions used when adopting its annual budget pursuant to the Uniform Budgeting and Accounting Act, MCL 141.421 et seq.
- (d) The Academy shall not adopt or operate under a deficit budget, or incur an operating deficit in a fund during any fiscal year. At any time during the term of this Contract, the Academy shall not have an existing deficit fund balance, incur a deficit fund balance, or adopt a current year budget that projects a deficit fund balance. If the Academy has an existing deficit fund balance, incurs a deficit fund balance in the most recently completed school

fiscal year, or adopts a current year budget that projects a deficit fund balance, all of the following apply:

- (i) The Academy shall notify the Superintendent and the State Treasurer immediately upon the occurrence of the circumstance, and provide a copy of the notice to the Charter Schools Office.
 - (ii) Within 30 days after making notification under subdivision (d)(i), the Academy shall submit to the Superintendent in the form and manner prescribed by the Department an amended budget for the current school fiscal year and a deficit elimination plan approved by the Academy Board, with a copy to the State Treasurer. The Academy shall transmit a copy of the amended budget and the deficit elimination plan to the Charter Schools Office.
 - (iii) After the Superintendent approves the Academy's deficit elimination plan, the Academy shall post the deficit elimination plan on the Academy's website.
- (e) If the Academy is required by the State Treasurer to submit an enhanced deficit elimination plan under section 1220 of the Code, MCL 380.1220, the Academy shall do all of the following:
- (i) The enhanced deficit elimination plan shall be approved by the Academy Board before submission.
 - (ii) After the State Treasurer approves an enhanced deficit elimination plan for the Academy, the Academy shall post the enhanced deficit elimination plan on the Academy's website.
 - (iii) Submit to the Superintendent and State Treasurer an enhanced monthly monitoring reports in a form and manner prescribed by the State Treasurer and post such monthly reports on the Academy's website.

Section 11.2. Insurance. The Academy Board shall secure and maintain in its own name as the "first named insured" at all times the following insurance coverages:

M.U.S.I.C. INSURANCE COVERAGE REQUIREMENTS for Public School Academies (PSA), Strict Discipline Academies (SDA) Urban High Schools (UHS) & Schools of Excellence (SOE)	
NOTE: Insurance carriers must have an AM Best Rating of "A - VII" or better	
COVERAGE	REQUIREMENTS

General or Public Liability (GL)	<p>Must be Occurrence form.</p> <p>Must include Sexual Abuse & Molestation coverage which can be Occurrence or Claims Made. If this coverage is Claims Made the Retroactive Date must be the same or before date of original University PSA/SDA/UHS/SOE contract. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE.</p> <p>Must include Corporal Punishment coverage.</p> <p>\$1,000,000 per occurrence & \$2,000,000 aggregate.</p> <p>In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.</p> <p>University must be included as an Additional Insured with Primary and Non-Contributory Coverage.</p> <p>NOTE: SDA must also have Security/Police Professional Liability coverage with MINIMUM of \$1,000,000 limit which can be Occurrence or Claims Made. If this coverage is Claims Made, and the SDA goes out of business, the SDA needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the SDA.</p>
Errors & Omissions (E&O)	<p>Must include Employment Practices Liability.</p> <p>Must include Corporal Punishment coverage.</p> <p>Must include Sexual Abuse & Molestation coverage.</p> <p>Must include Directors' & Officers' coverage.</p> <p>Must include School Leaders' E&O.</p> <p>Can be Claims Made or Occurrence form.</p> <p>If Claims Made, retroactive date must be the same or before date of original University-PSA/SDA/UHS/SOE Charter Contract. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE.</p> <p>\$1,000,000 per occurrence & \$3,000,000 aggregate.</p> <p>In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.</p> <p>University must be included as an Additional Insured with Primary and Non-Contributory Coverage.</p>
COVERAGE	REQUIREMENTS

Automobile Liability (AL) for Owned and Non-Owned Autos	<p>\$1,000,000 per accident.</p> <p>In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.</p> <p>University must be included as Additional Insured with Primary and Non-Contributory Coverage.</p> <p>Higher limits are required if PSA/SDA/UHS/SOE has its own buses.</p>
Workers' Compensation	<p>Must be Occurrence form.</p> <p>Statutory Limits with \$1,000,000 Employers Liability Limits.</p> <p>Requirement for PSA/SDA/UHS/SOE when leasing employees from Educational Service Provider (ESP) or Management Firm (MF):</p> <p>NOTE: Must have Alternate Employer Endorsement from ESP/MF.</p> <p>Schedule PSA/SDA/UHS/SOE location on the ESP/MF Contract.</p> <p>NOTE: If PSA/SDA/UHS/SOE is leasing employees from ESP/MF and the PSA/SDA/UHS/SOE name does not have payroll, PSA/SDA/UHS/SOE still must carry Workers' Compensation coverage including Employers' Liability limits of \$1,000,000.</p>
Crime	<p>Must include Employee Dishonesty coverage.</p> <p>Requirement for PSA/SDA/UHS/SOE when leasing employees from Educational Service Provider (ESP) or Management Firm (MF):</p> <p>NOTE: If PSA/SDA/UHS/SOE is leasing employees from ESP/MF, ESP/MF crime policy must include third party coverage naming PSA/SDA/UHS/SOE.</p> <p>\$500,000 limit.</p>
Umbrella	<p>Can be Claims Made or Occurrence form. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE.</p> <p>Umbrella is acceptable with a \$4,000,000 limit and aggregate. Also, an Umbrella policy with an unlimited aggregate is acceptable at a \$2,000,000 limit.</p> <p>If PSA/SDA/UHS/SOE has its own buses AND/OR has more than 1,000 students, must have MINIMUM \$5,000,000 per occurrence.</p> <p>If PSA/SDA/UHS/SOE purchases additional Umbrella limits to meet the \$1,000,000/\$3,000,000 for E&O then they must be in addition to the required Umbrella limit.</p> <p>In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.</p> <p>University must be included as Additional Insured with Primary and Non-Contributory Coverage.</p> <p>All coverages have to be included in the Umbrella that are in General Liability, Automobile and E&O.</p>
ADDITIONAL RECOMMENDATIONS	
COVERAGE	RECOMMENDATION

Property	Limits to cover replacement for PSA/SDA/UHS/SOE's property exposures, including real and personal, owned or leased.
Cyber Risk Coverage	Cyber Liability addresses the first- and third-party risks regarding Internet business, the Internet, networks and other assets. Cyber Liability Insurance coverage offers protection for exposures from Internet hacking and notification requirements.
Automobile Physical Damage	Coverage for damage to the owned or used vehicle.
<i>DISCLAIMER:</i> By requiring such minimum insurance, the University and M.U.S.I.C. shall not be deemed or construed to have assessed the risks that may be applicable to every PSA/SDA/UHS/SOE's operation and related activities. Each PSA/SDA/UHS/SOE should assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage.	
M.U.S.I.C. INSURANCE COVERAGE REQUIREMENTS - DEFINITIONS	
Insurance Term	Definition
Alternate Employer Endorsement	An endorsement to a Workers' Compensation policy that provides an entity scheduled as an alternate employer with primary workers' compensation and employer's liability coverage as if it were an insured in the policy.
Auto Liability	Coverage for bodily injury or property damage to others incurred by operation of an owned or used motor vehicle.
Auto Physical Damage	Coverage for damage to the owned or used vehicle.
Claims Made	A policy that will provide coverage for a loss that is reported while the policy is in effect (as long as the loss occurs after the Retroactive Date). Once a Claims Made policy is allowed to expire, all coverage for prior losses ceases.
Commercial General Liability (CGL)	Coverage for claims for damages due to bodily injury or personal injury to any person or for damages to tangible property of others. University should always be included as an Additional Insured for CGL.
Corporal Punishment Coverage	Coverage for the policy holder against allegations of corporal punishment (deliberate infliction of pain as retribution for an offense, or for the purpose of disciplining or reforming a wrongdoer, or to deter attitudes or behavior deemed unacceptable) to registered student(s), even when groundless, false, or frivolous.
Crime Coverage	Coverage for loss of money, securities, or inventory resulting from crime such as employee dishonesty, embezzlement, forgery, robbery, safe burglary, computer fraud, wire transfer fraud, counterfeiting and other criminal acts.
Cyber Liability	Please see below

Directors' & Officers' Errors & Omissions (D&O)	A form of E&O insurance paid on the behalf of directors and officers of a company (or paid for the company itself) to cover damages or defense costs in the event they are sued as individuals for an alleged Wrongful Act related to their organizational activities while they were with that company.
Educational Service Provider (ESP)	An ESP (a.k.a. Management Firm) is a firm hired by a PSA/SDA/UHS/SOE to manage the general operation of the PSA/SDA/UHS/SOE, including the hiring of its employees. In some cases, the PSA/SDA/UHS/SOE may obtain its employees via lease from the ESP.
Employer's Liability Insurance	Coverage for claims and damages due to bodily injury, occupational sickness, or disease or death of an employee when WC may not be an exclusive remedy.
Employment Practices Liability (EPL)	A form of broad insurance coverage that indemnifies the insured for any liability resulting from actual or alleged wrongful termination, sexual harassment, discrimination, or other employment-related claims made against the employer by employees, former employees, or potential employees. Depending on the policy, Employment Practices Liability Insurance can provide coverage for the PSA/SDA/UHS/SOE, its directors and officers, all employees, former employees, volunteers, temporary employees, applicants for employment, partners (professional firms), independent contractors, or outsourced employees.
Errors & Omissions (E&O)	A general term for liability insurance designed to indemnify the insured for an alleged wrongful act because of an error or oversight in conducting the insured's business.
First Named Insured	The person or entity listed first on the policy declarations page as an insured. This primary or first named insured is granted certain rights and responsibilities that do not apply to the policy's other named insureds.
Occurrence Form	With an "occurrence" based policy, even though the policy may have expired, provided the policy was in force at the time that the bodily injury or property damage occurred, a claim can still be made against it.
Primary & Non-Contributory Coverage	Stipulates the order in which multiple policies triggered by the same loss are to respond. For example, a PSA/SDA/UHS/SOE is required to provide liability insurance that is primary and non-contributory to the University that is named as an additional insured. This means the PSA/SDA/UHS/SOE must pay before other applicable policies (primary) and without seeking contribution from other policies that also claim to be primary (non-contributory).
Professional Liability Insurance	Coverage for claims for damages arising out of an error, omission, or negligent act in the performance of professional services.

Retroactive Date	A provision found in many Claims Made policies that eliminates coverage for injuries or damage that occurred prior to the specified Retroactive Date even if the claim is first made during the policy period.
School Leaders' Errors & Omissions	A Claims Made E&O coverage that indemnifies school entities, school boards, employees, student teachers and volunteers for school-related losses that are due to an error in oversight. Such claims could include alleged or actual breach of duty, neglect, errors, misstatements, misleading statements or omissions, including failure to educate.
Security/Police Professional Liability	Provides liability coverage for police officers and police departments, in conjunction with acts, errors, and omissions while performing their professional duties. Coverage includes such perils as false arrest and civil rights violations.
Sexual Abuse & Molestation Coverage	Coverage for the policy holder against allegations of sexual misconduct or molestation to registered student(s).
Statutory Limits (Workers' Compensation)	The minimum amount of Workers' Compensation coverage that is allowed by law.
Tail Coverage	A special liability insurance endorsement that can be purchased to extend a claims made policy beyond the end of the policy period.
Umbrella or Excess Liability	Additional coverage limits higher than (above) the limits of the primary General Liability and Auto policy limits to protect against catastrophic loss. Excess policies sometimes contain exclusions, so should be checked to ensure coverage is at least as broad as primary coverages.
Workers' Compensation (WC)	Coverage for claims under Michigan's WC Act or similar employee benefit act of any other state applicable to an employee. University should not be included as Additional Insured for WC coverage.
Wrongful Act	Any error, misstatement, misleading statement, act, omission, neglect, or breach of duty actually or allegedly committed or attempted by a director or officer, individually or otherwise, in his/her capacity as a director or officer of the PSA/SDA/UHS/SOE.
CYBER LIABILITY GUIDE	
Cyber Liability addresses the first- and third-party risks regarding Internet business, the Internet, networks and other assets. Cyber Liability Insurance coverage offers protection for exposures from Internet hacking and notification requirements.	

Network Security Liability: Liability to a third party as a result of a failure of your network security to protect against destruction, deletion, or corruption of a third party's electronic data, denial of service attacks against internet sites or computers; or transmission of viruses to third party computers and systems.
Privacy Liability: Liability to a third party as a result of the disclosure of confidential information collected or handled by you or under your care, custody or control. Includes coverage for your vicarious liability where a vendor loses information you had entrusted to them in the normal course of your business.
Crisis Management and Identity Theft Response Fund: Expenses to comply with privacy regulations, such as communication to and credit monitoring services for affected customers. This also includes expenses incurred in retaining a crisis management firm for a forensic investigation or for the purpose of protecting/restoring your reputation as a result of the actual or alleged violation of privacy regulations.
Cyber Extortion: Ransom or investigative expenses associated with a threat directed at you to release, divulge, disseminate, destroy, steal, or use the confidential information taken from the insured, introduce malicious code into your computer system; corrupt, damage, or destroy your computer system, or restrict or hinder access to your computer system.
Network Business Interruption: Reimbursement of your loss of income and / or extra expense resulting from an interruption or suspension of computer systems due to a failure of network security to prevent a security breach. Includes sub-limited coverage for dependent business interruption
Data Asset Protection: Recovery of costs and expenses you incur to restore, recreate, or recollect your data and other intangible assets (i.e., software applications) that are corrupted or destroyed by a computer attack.

Insurance carrier(s) must have an AM Best Rating of “A , VII” or better.

The insurance must be obtained from a licensed mutual, stock, or other responsible company licensed to do business in the State of Michigan. The Academy may join with other public school academies to obtain insurance if the Academy Board finds that such an association provides economic advantages to the Academy, provided that each Academy maintains its identity as first named insured. The Academy shall have a provision included in all policies requiring notice to the University Board, at least thirty (30) days in advance, upon termination or non-renewal of the policy. In addition, the Academy shall submit within ten (10) days of insurance renewal “Acord” copies of the insurance certificate of liability insurance to the Charter Schools Director. The Academy shall also submit for review, upon request, copies of insurance policies evidencing all insurance required by the Contract, and proof of naming University as additionally insured to the Charter Schools Director or an agent selected by the Charter Schools Director. The Academy shall also submit, upon request, to the Charter Schools Director a completed public school academy insurance verification document. The Academy shall properly maintain the necessary insurance certificates evidencing the insurance required by the Contract.

When changing insurance programs or carriers, the Academy must provide copies of the proposed policies to the University 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 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.

The University's insurance carrier periodically reviews the types and amounts of insurance coverages that the Academy must secure in order for the University to maintain insurance coverage for the authorization and oversight of the Academy. In the event that the University's insurance carrier requests additional changes in coverage identified in this Section 11.2, the Academy agrees to comply with any additional changes in the types and amounts of coverage requested by the University's insurance carrier within thirty (30) days after notice of the insurance coverage change.

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

Section 11.4. Lease or Deed for Proposed Single Site. Prior to entering into any lease agreement for real property, the Academy shall provide to the Charter Schools Office copies of its lease or deed for the premises in which the Academy shall operate in a form and manner consistent with the Lease Policies, which are incorporated into and be deemed part of this Contract. A copy of the final executed lease agreement shall be included in this Contract under Schedule 6. The Charter Schools Office may, from time to time during the term of this Contract, amend the Lease Policies and such amended lease policies shall automatically apply to the Academy without the need for a Contract amendment under article IX of these Terms and Conditions. The Charter Schools Office may disapprove the proposed lease agreement submitted by the Academy if the lease agreement is contrary to this Contract, the Lease Policies, or Applicable Law. Any subsequent amendment to a lease agreement shall be submitted for review by the Charter Schools Office in the same form and manner as a new lease agreement.

Any lease agreement entered into by the Academy shall include a termination provision permitting the Academy to terminate the lease, without cost or penalty to the Academy, in the event that the Academy is required to close an Academy site covered by the lease (i) pursuant to a notice issued by the Department under Section 507 of the Code, MCL 380.507; or (ii) pursuant to a reconstitution by the University pursuant to Section 507 of the Code, MCL 380.507 and these Contract Terms and Conditions. The provision shall also provide that the lessor/ landlord shall have no recourse against the Academy or the University Board for implementing the site closure

or reconstitution. Nothing in this paragraph shall prevent the lessor/ landlord from receiving lease payments owed prior to site closure or reconstitution, or relieve the Academy from paying any costs or expenses owed under the lease prior to site closure or reconstitution.

A copy of the Academy's amended lease or deed shall be incorporated into this Contract under Schedule 6. Any subsequent amendments to any Academy real estate leasing agreement shall only be incorporated into this Contract pursuant to Article IX of these Terms and Conditions.

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

Section 11.6. Criminal Background and History Checks; Disclosure of Unprofessional Conduct. The Academy shall comply with 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 the Code concerning the disclosure of unprofessional conduct by persons applying for Academy employment. This Section 11.6 shall apply to such persons irrespective of whether they are employed by the Academy or employed by an Educational Service Provider contracting with the Academy.

Section 11.7. Special Education. Pursuant to Section 1701a of the Code, the Academy shall comply with Article III, Part 29 of the Code, MCL 380.1701 et seq., concerning the provision of special education programs and services at the Academy. Upon receipt, the Academy shall notify the Charter Schools Office of any due process or state complaint filed against the Academy.

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

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

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

“Indemnification of Eastern Michigan University. The parties acknowledge and agree that the Eastern Michigan University Board of Regents, Eastern Michigan University and its members, officers, employees, agents or representatives (collectively referred

to as “the University”) are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the [insert name of Educational Service Provider] hereby promise to indemnify, defend, and hold harmless the University from and against all claims, demands, actions, suits, causes of action, losses, judgments, damages, fines penalties, forfeitures, or any other liabilities or losses of any kind, including costs, attorney fees, and related expenses imposed upon or incurred by the University, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the University, which arise out of or are in any manner connected with Eastern Michigan University Board of Regents’ approval of the Academy’s application, Eastern Michigan University Board of Regents’ consideration of or issuance of a Contract, the [insert name of Educational Service Provider’s] preparation for and operation of the Academy, or which are incurred as a result of the reliance by the University upon information supplied by the [insert name of Educational Service Provider], or which arise out of the failure of the [insert name of Educational Service Provider] to perform its obligations under the Contract, the Agreement or Applicable Law, as applicable. The parties expressly acknowledge and agree that the University, Eastern Michigan University Board of Regents and its members, and their respective officers, employees, agents or representatives, or any of them, may commence legal action against [insert name of Educational Service Provider] to enforce its rights as set forth in this Agreement.”

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

“Compliance with Academy’s Contract. [Insert name of 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 Eastern Michigan University Board of Regents. The provisions of the Academy’s Contract shall supersede any competing or conflicting provisions contained in this Agreement.”

“Compliance with Section 503c. On an annual basis, the [insert name of ESP] agrees to provide the Academy Board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 388.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Academy Board shall make the information available on the Academy’s website home page, in a form and manner prescribed by the Department. The defined terms in section 503c of the Code, MCL 380.503c, shall have the same meaning in this agreement.”

“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 Department 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 Contract Terms and Conditions, and such closure of an Academy site or reconstitution causes an amendment to or termination of this ESP Agreement, the parties agree that this ESP Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy, and [insert name of Educational Service Provider] shall have no recourse against the Academy or the University Board for implementing such site closure or reconstitution.”

“Compliance with Section 12.17 of Contract Terms and Conditions. [Insert name of Educational Service Provider] shall make information concerning the operation and management of the Academy, including without limitation the information described in Schedule 4 of the Contract, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under Section 12.17(a) of the Contract Terms and Conditions.”

“Part 6A Blended Learning Opportunities. [Insert name of Educational Service Provider] shall ensure requirements for Academy students enrolled in a blended learning course meet all Department requirements, including, but not limited to, pupil accounting requirements which may be described in Section 5-O-D of the Department’s Pupil Accounting Manual, related to a Part 6A public school academy that provides blended learning opportunities to its students.

Section 11.11. Management Agreements. The Academy may enter into a Management Agreement with an ESP to contract out its administrative and/or educational functions and personnel. For purposes of this Contract, an employee leasing agreement shall be considered a Management Agreement, and an employee leasing company shall be considered an ESP. Any Management Agreement shall state that the ESP must acquire insurance in addition to the insurance the Academy must obtain under the Contract. The coverage must be similar to the insurance coverage required for the Contract and the Management Agreement must detail the amount of such required coverage. Prior to entering any Management Agreement with an ESP, the Academy shall submit a copy of the final draft Management Agreement to the Charter Schools Office in a form and manner consistent with the ESP Policies. A copy of the final executed Management Agreement shall be included in this Contract under Schedule 5. The Charter Schools Office may, from time to time during the term of this Contract, amend the ESP policies and the amended ESP policies shall automatically apply to the Academy without the need for a Contract amendment under article IX of these Terms and Conditions. The Charter Schools Office may disapprove the proposed Management Agreement submitted by the Academy if the Management Agreement is contrary to this Contract or Applicable Law. Any subsequent amendment to a Management Agreement shall be submitted for review by the Charter Schools Office in the same form and manner as a new Management Agreement.

Section 11.12. Administrator and Teacher Evaluation Systems. The Academy Board shall adopt and implement for all individuals employed by or contracted for the Academy as teachers or school administrators a rigorous, transparent, and fair performance evaluation system that

complies with Applicable Law. If the Academy enters into an agreement with an Educational Service Provider, the Academy Board shall ensure that the Educational Service Provider complies with this section.

Section 11.13. K to 3 Reading. If the Academy offers kindergarten through third grade, the Academy Board shall comply with section 1280f of the Code, MCL 380.1280f. The Academy shall ensure that all required actions, notices and filings required under section 1280f, MCL 380.1280f, are timely completed. The Master Calendar shall be updated to include the requirements set forth in section 1280f, MCL 380.1280f.

ARTICLE XII

GENERAL TERMS

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

If to the University Board:

Malverne C. Winborne, Ph.D.
Director of Charter Schools
310 Porter Hall
Eastern Michigan University
Ypsilanti, MI 48197

If to University Counsel:

Jeffrey E. Ammons
Associate General Counsel
11 Welch Hall
Eastern Michigan University
Ypsilanti, MI 48197

If to Academy:

Angela Polk
12121 Broadstreet
Detroit, MI 48204

Section 12.2. Severability. If any provision in this Contract is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Contract. If any provision of this Contract shall be or become in violation of Applicable Law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.

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

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

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

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

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

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

Section 12.9. Term of Contract. This Contract shall commence on the date first set forth above and shall remain in full force and effect for [5] years until June 30, 2025, unless sooner revoked or terminated according to the terms hereof.

Section 12.10. Indemnification. As a condition to receiving a grant of authority from the University Board to operate a public school pursuant to the terms and conditions of this Contract, the Academy agrees to indemnify, defend and hold the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives harmless from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the University, which arise out of or are in any manner connected with the University Board's receipt, consideration or approval of the Application, the University Board's approval of the Resolution or Authorizing Resolution, legal challenges to the validity of Part 6A of the Code or actions taken by the University Board as an authorizing body under Part 6A of the Code, the University Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance of the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy, or which arise out of the failure of the Academy to perform its obligations under this Contract. The foregoing

provision shall not be deemed a relinquishment or waiver of any kind of governmental immunity provided under Section 7 of the Governmental Liability for Negligence Act, being MCL 691.1407 of the Michigan Compiled Laws.

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

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

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

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

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

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

Section 12.17. Information Available to the Public.

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

contain a provision requiring the Educational Service Provider to make information concerning the operation and management of the Academy, including without limitation the information described in Schedule 4, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under subparagraph (a).

Section 12.18. Termination of Responsibilities. Upon termination or revocation of the Contract, the University Board or its designee shall have no further obligations or responsibilities under this Contract to the Academy or any other person or persons in connection with this Contract. Upon termination or revocation of the Contract, the Academy may amend its articles of incorporation or bylaws as necessary to allow the Academy Board to: (a) take action to appoint Academy Board members in order to have a quorum necessary to take Academy Board action; or (b) effectuate a dissolution, provided that the Academy Board may not amend any provision in the Academy's articles of incorporation or bylaws regarding the disposition of assets upon dissolution.

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, Part 6A of the Code and Applicable Law.

Section 12.20. Student Privacy. In order to protect the privacy of students enrolled at the Academy, the Academy Board shall not:

(a) sell or otherwise provide to a for-profit business entity any personally identifiable information that is part of a pupil's education records. This subsection does not apply to any of the following situations:

(i) for students enrolled in the Academy, providing such information to an educational management organization that has a contract with the Academy and whose contract has not been disapproved by the University;

(ii) providing the information as necessary for standardized testing that measures a student's academic progress and achievement; or

(iii) providing the information as necessary to a person that is providing educational or educational support services to the student under a contract with either the Academy or an educational management organization that has a contract with the Academy and whose contract has not been disapproved by the University.

(b) The terms "education records" and "personally identifiable information" shall have the same meaning as defined in MCL 380.1136.

Section 12.21. Disclosure of Information to Parents and Legal Guardians.

(a) Within thirty (30) days after receiving a written request from a student's parent or legal guardian, the Academy shall disclose without charge to the student's parent or legal guardian

any personally identifiable information concerning the student that is collected or created by the Academy as part of the student's education records.

(b) Except as otherwise provided in this subsection (b) and within thirty (30) days after receiving a written request from a student's parent or legal guardian, the Academy shall disclose to a student's parent or legal guardian without charge any personally identifiable information provided to any person, agency or organization. The Academy's disclosure shall include the specific information that was disclosed, the name and contact information of each person, agency, or organization to which the information has been disclosed; and the legitimate reason that the person, agency, or organization had in obtaining the information. The parental disclosure requirement does not apply to information that is provided:

- (i) to the Department or CEPI;
- (ii) to the student's parent or legal guardian;
- (iii) by the Academy to the University Board, University, Charter Schools Office or to the educational management organization with which the Academy has a management agreement that has not been disapproved by the University;
- (iv) by the Academy to the Academy's intermediate school district or another intermediate school district providing services to Academy or the Academy's students pursuant to a written agreement;
- (v) to the Academy by the Academy's intermediate school district or another immediate school district providing services to pupils enrolled in the Academy pursuant to a written agreement;
- (vi) to the Academy by the University Board, University, Charter Schools Office
- (vii) to a person, agency, or organization with written consent from the student's parent or legal guardian, or from the student if the student is 18 years of age;
- (viii) to a person, agency, or organization seeking or receiving records in accordance with an order, subpoena, or ex parte order issued by a court of competent jurisdiction;
- (ix) to a person, agency, or organization as necessary for standardized testing that measures a student's academic progress and achievement; or
- (x) in the absence of, or in compliance with, a properly executed opt-out form, as adopted by the Academy in compliance with section 1136(6) of the Code, pertaining to uses for which the Academy commonly would disclose a pupil's "directory information."

(c) If the Academy considers it necessary to make redacted copies of all or part of a student's education records in order to protect personally identifiable information of another student, the Academy shall not charge the parent or legal guardian for the cost of those redacted copies.

(d) The terms "education records," "personally identifiable information," and "directory information" shall have the same meaning as defined in MCL 380.1136.

Section 12.22. List of Uses for Student Directory Information; Opt Out Form; Notice to Student's Parent or Legal Guardian.

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

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

Section 12.24. Statewide Safety Information Policy. The Academy shall adopt and adhere to the statewide school safety information policy required under section 1308 of the Code, MCL 380.1308. The statewide school safety information policy may also address Academy procedures for reporting incidents involving possession of a dangerous weapon as required under section 1313 of the Code, MCL 380.1313.

Section 12.25. Criminal Incident Reporting Obligation. Within twenty-four (24) hours after an incident occurs, the Academy shall provide a report to the Michigan State Police, in a form and manner prescribed by State Police, either of the following: (i) an incident involving a crime that must be reported under section 1310A(2) of the Code, MCL 380.1310A(2); or (ii) an incident, if known to the Academy, involving the attempted commission of a crime that must be reported under section 1310A(2) of the Code, MCL 380.1310A(2). Failure to comply may result in the Academy being ineligible to receive any school safety grants from the Michigan State Police for the fiscal year in which the noncompliance is discovered by State Police.

Section 12.26. Academy Emergency Operations Plan.

(a) Beginning in the 2019-2020 school year, and at least biennially thereafter, the Academy shall, in conjunction with at least 1 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) Not later than January 1, 2020, the Academy shall either (i) develop an emergency operations plan for each school building, including recreational structure or athletic field, operated by the Academy with input from the public; or (ii) adopt a statewide school safety information policy under section 1308 of the Code, MCL 380.1308. The emergency operations plan or statewide school safety information policy shall comply with section 1308b(3) of the Code, MCL 380.1308b(3). Within thirty (30) days, the Academy shall provide to the Department, in a form and manner determined by the Department, notice of the adoption of an emergency operations plan or the completion of an emergency operations plan review, as applicable.

Section 12.27. 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, MCL 28.801 *et seq.*, 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 school operated by the Academy. The Liaison shall work with the School Safety Commission and the Office of School Safety to identify mode practices for determining school safety measures.

Section 12.28. New Building Construction or Renovations. The Academy shall not commence construction on a new school building or the major renovation of an existing school building unless the Academy consults on the plans of the construction or major renovation regarding school safety issues with the law enforcement agency that is or will be the first responder for that school building. School building includes either a building intended to be used to provide pupil instruction or a recreational or athletic structure or field used by pupils.

Section 12.29. Annual Expulsion Report and Website Report on Criminal Incidents. On an annual basis, the Academy Board shall do the following:


(a) prepare and submit to the Superintendent, in a form and manner prescribed by the 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 causing each expulsion;

(b) post on its website, in a form and manner prescribed by the 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

(c) 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.

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

**EASTERN MICHIGAN UNIVERSITY
BOARD OF REGENTS**



By: James M. Smith (Jun 30, 2020 07:03 EDT)

James M. Smith, Ph.D.
President

Date: July 1, 2020

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

HOPE ACADEMY


By: Angela H. Polk (Jun 29, 2020 14:16 EDT)

Print Name and Title: Angela H. Polk, Board President, Academy Board Designee

Date: July 1, 2020

CONTRACT SCHEDULES

Schedules

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Bylaws	2
Fiscal Agent Agreement	3
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Required Information for Public School Academy	7

CONTRACT SCHEDULE 1

Articles of Incorporation



Form Revision Date 07/2016

ANNUAL REPORT

(Required by Section 911, Act 162, Public Act of 1982)

The identification number assigned by the Bureau is: 800845204

Annual Report Filing Year: 2019

1. Corporation Name:

HOPE ACADEMY

☒ On behalf of the corporation, I certify that no changes have occurred in required information since the last year filed report.

This document must be signed by an authorized officer or agent:

Signed this 23rd Day of September, 2019 by:

Signature	Title	Title if "Other" was selected
Alice G. Thompson	Authorized Agent	

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

☒ Decline ☒ Accept

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
FILING ENDORSEMENT

This is to Certify that the 2019 ANNUAL REPORT

for

HOPE ACADEMY

ID Number: 800845204

received by electronic transmission on September 23, 2019 , ***is hereby endorsed.***

Filed on September 23, 2019 , ***by the Administrator.***

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



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 23rd day of September, 2019.

Julia Dale, Director

Corporations, Securities & Commercial Licensing Bureau

C&S 502 (Rev. 8/96)

MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES CORPORATION, SECURITIES AND LAND DEVELOPMENT BUREAU																				
Date Received		(FOR BUREAU USE ONLY)																		
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Document will be returned to the name and address you enter above

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ARTICLES OF INCORPORATION
For Use by Domestic Nonprofit Corporations

OF

HOPE ACADEMY

Pursuant to the provisions of the Michigan Nonprofit Corporation Act of 1982, as amended (the "Act"), being MCL 450.2101 et seq., and Part 6A of the Revised School Code (the "Code"), being Sections 380.501 to 380.507 of the Michigan Compiled Laws, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is: Hope Academy.

The authorizing body for the corporation is: The Board of Regents of Eastern Michigan University.

Don

ARTICLE II

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

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

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

3. Additionally, the corporation is organized for the purpose of: a) providing parents and students with greater choices among public schools both within and outside their existing school districts; b) helping each student reach his or her highest academic potential while developing a strong moral character; c) emphasizing parent involvement; and d) creating a nurturing, individualized learning environment where every child attending will have the opportunity to grow and excel intellectually, socially and personally.

ARTICLE III

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

The value of assets which the corporation possesses is:

Real Property: 0.

Personal Property: 0.

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

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

ARTICLE IV

The address of the initial registered office is 10100 Grand River, Detroit, Michigan 48204.

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

The name of the initial resident agent at the registered office is Andrew Merritt

ARTICLE V

The name and address of the incorporator is as follows:

Andrew Merritt
10100 Grand River
Detroit, MI 48204

ARTICLE VI

The corporation is a governmental entity.

ARTICLE VII

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

The members of the Board of Directors of the corporation shall be selected by the following method:

1. Method of Selection. The initial Board of Directors of Hope Academy shall be the individuals named in the resolution approved by the University Board. Subsequently, the Board of Directors shall nominate potential candidates for the Board of Directors. Nominees shall be submitted to the University Board at least forty-five (45) days before the University Board's next regular meeting. The University Board may select members from the list of nominees or name others to the Board of Directors. When the nominations are forwarded to the University Board, they shall be accompanied by the nominees' resume and each nominee shall be available for interview by the University Board or its designee. A member appointed to fill a vacancy created other than by expiration of a term shall be appointed for the unexpired term of the vacating member in the same manner as the original appointment.

2. Length of Term. The term of each member of the Board of Directors shall be three (3) years, except that of the members first appointed, 1/3 shall be appointed for a term of three years, 1/3 shall be appointed for a term of two years, and the remainder shall be appointed for a term of one year.

3. Number of Directors. The number of members shall never be fewer than five (5) nor more than nine (9), as determined from time to time by the University Board.

4. Qualifications. The Board members of the corporation must include (i) a representative of the parents of children attending the school; and (ii) at least one professional educator, preferably a person with school administrative experience. The Board shall not include (i) members appointed or controlled by another profit or non-profit corporation; (ii) employees of the corporation; (iii) any director, officer or employee of a management company that contracts, directly or indirectly, with the corporation; or (iv) Eastern Michigan University officials, as representatives of Eastern Michigan University.

5. Oath. All members of the Board of Directors of the corporation must file an acceptance of office with the University. All members of the Board of Directors of the corporation shall take the constitutional oath of public office.

ARTICLE VIII

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

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

ARTICLE IX

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 X

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

The corporation, by a majority vote of its Board of Directors, may, at any time, propose specific changes to these Articles of Incorporation or may propose a meeting to discuss potential revision to these Articles of Incorporation. The proposal will be made to the University Board through its designee. The University Board delegates to its President the review and approval of changes or amendments to these Articles of Incorporation. In the event that a proposed change is not accepted by the University President, the University Board shall consider and vote upon a change proposed by the corporation following an opportunity for a written and oral presentation to the University Board by the corporation.

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

Amendments to these Articles of Incorporation take effect only after they have been approved by the corporation's Board of Directors and by the University Board or its designee and filed with the Michigan Department of Consumer and Industry Services, Corporation, Securities and Land Development Bureau. In addition, the corporation shall file with the amendment a copy of the University Board's or its designee's approval of the amendment.

ARTICLE XI

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 XII

The powers and duties of the corporation's officers are as follows:

Section 1. Number. The officers of the corporation shall be a President, Vice-President, Secretary and a Treasurer, each of whom 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 officers and agents as they may deem necessary for the transaction of the business of the corporation.

Section 2. President. The President of the corporation 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 shall be President of those committees designated by the Board of Directors. The President shall, in general, perform all duties incident to the office of President of the Board of Directors as may be prescribed by the Board of Directors from time to time.


Section 3. Vice-President. The Vice President of the corporation 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 4. Secretary. The Secretary of the corporation shall be a member of the Board of Directors. The Secretary shall: (a) keep the minutes of the Board of Directors meetings in one or more books provided for that purpose; (b) see that all notices, including those notices required under the Open Meetings Act, are duly given in accordance with the provisions of the corporation's bylaws or as required by law; (c) be custodian of the corporate records and of the seal of the corporation and see that the seal of the corporation is affixed to all authorized documents; (d) keep a register of the post office address of each Director; and (e) perform all duties incident to the office of Secretary and other duties assigned by the President or the Board of Directors.

Section 5. Treasurer. The Treasurer of the corporation shall be a member of the Board of Directors. The Treasurer shall: (a) have charge and custody of and be responsible for all funds and securities of the corporation; (b) keep accurate books and records of corporate receipts and disbursements; (c) deposit all moneys and securities received by the corporation in such banks, trust companies or other depositories as shall be selected by the Board; (d) complete all required corporate filings; (e) assure that the responsibilities of the fiscal agent of the corporation are properly carried out; and (f) in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned by the President or the Board of Directors.

Section 6. Assistants and Acting Officers. The Assistants to the Secretary and Treasurer, 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 or Treasurer or by the President or 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.

These Articles of Incorporation are hereby signed by the incorporator on this 17 day of July, 1998. These Articles of Incorporation shall become effective upon filing. However, the corporation shall not carry out the purposes set forth in Article II unless the University Board issues to the corporation a contract to operate as a public school academy, and the contract is executed by both the corporation and the University Board.


Andrew Merritt, Incorporator

LA36396.1
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CONTRACT SCHEDULE 2

Bylaws

BYLAWS
OF
HOPE ACADEMY

ARTICLE I

NAME

This organization shall be called Hope Academy (the “Academy” or “Corporation”).

ARTICLE II

FORM OF CORPORATION

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

ARTICLE III

OFFICES

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

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

ARTICLE IV

BOARD OF DIRECTORS

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

Section 2. University Board Resolution Establishing Method of Selection, Length of Term and Number of Academy Board Members. The method of selection and appointment, length of term, number of directors, oath of public office requirements, tenure, removal, resignation, compensation and prerequisite qualifications for members of the Academy Board

shall comply with the resolution adopted by The Board of Regents of Eastern Michigan University (the “University Board”).

ARTICLE V

MEETINGS

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

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

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

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

Section 4. Manner of Acting. The act of the majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors.

Section 5. Open Meetings Act. All meetings and committee meetings of the Academy Board shall at all times be in compliance with the Open Meetings Act.

Section 6. Notice to Directors. The Academy Board shall provide notice of any meeting to each Director stating the time and place of the meeting, with the delivery of such notice personally, by mail, facsimile or electronic mail to each Director at the Director’s personal address or electronic mail address. Any Director may waive notice of any meeting by written statement sent by the Director to the Academy Board Secretary before or after the holding of the meeting. A Director’s attendance at a meeting constitutes a waiver of the notice of the meeting required under this Section.

Section 7. Votes By Directors. The Academy Board meeting minutes shall reflect the vote, whether in favor, in opposition or in abstention, of each Director present at the meeting.

ARTICLE VI

COMMITTEES

Section 1. Committees. The Academy Board, by resolution, may designate one or more committees, each committee to consist of one or more Directors selected by the Academy Board. As provided in the resolution as initially adopted, and as thereafter supplemented or amended by further resolution, the committees shall have such powers as delegated by the Academy Board, except (i) filling of vacancies on the Academy Board or in the offices of the Academy Board or committees created pursuant to this Section; (ii) amendments to the Articles of Incorporation or Bylaws; or (iii) any action the Academy Board cannot lawfully delegate under the Articles, the Contract, the Bylaws or Applicable Law. All committee meetings shall at all times be in compliance with the Open Meetings Act. Each committee shall fix its own rules governing the conduct of its activities and shall make such reports to the Academy Board of its activities as the Academy Board may request.

ARTICLE VII

OFFICERS OF THE BOARD

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII

CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS

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

Section 2. Loans. No loans shall be contracted on behalf of the Corporation and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Academy Board. Such authority may be general or confined to specific instances. No loan, advance, overdraft or withdrawal by an officer or Director of the Corporation, other than in the ordinary and usual course of the business of the Corporation, shall be made or permitted. No loan entered into, by or on behalf of the Academy Board, shall in any way be considered a debt or obligation of Eastern Michigan University or impose any liability on Eastern Michigan University, the University Board, its regents, officers, employees or agents. To avoid creating or perpetuating circumstances in which the possibility of favoritism, conflicts of interest, or impairment of efficient operations may occur, the Corporation will not issue a debt instrument (e.g. loan agreement, promissory note, mortgage, line of credit, etc.) to any person employed by the Corporation or any person who serves on the Academy Board. This prohibition also applies to the issuance of a debt instrument to an entity owned or closely related to any Corporation employee or Academy Board member.

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

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

Section 5. Voting of Securities Owned by this Corporation. Subject always to the specific directions of the Academy Board, any shares or other securities issued by any other

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

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

ARTICLE IX

INDEMNIFICATION

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

ARTICLE X

FISCAL YEAR

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

ARTICLE XI

AMENDMENTS

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

ARTICLE XII

CONTRACT DEFINITIONS

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

CERTIFICATION

The Academy Board certifies that these Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by unanimous consent of the Academy Board on the ____ day of _____, 2013.

Secretary

CONTRACT SCHEDULE 3

Fiscal Agent Agreement

SCHEDULE 3

FISCAL AGENT AGREEMENT

This Agreement is part of the Contract issued by the Eastern Michigan University Board of Regents ("University Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to Hope Academy, a public school academy (the "Academy").

Preliminary Recitals

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

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

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

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

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

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

"Agreement" means this Fiscal Agent Agreement.

"Fiscal Agent" means the University Board or an officer or employee of Eastern Michigan University as designated by the University Board who receives State School Aid Payments on behalf of the Academy and forwards such payments to the Academy.

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

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

"State" means the State of Michigan.

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

ARTICLE II

FISCAL AGENT DUTIES

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

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

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

Section 2.04. Academy Board Requests for Direct Intercept of State School Aid Payments. If the Academy Board directs that a portion of its State School Aid Payments be forwarded by the Fiscal Agent to a third party account for the payment of Academy debts and liabilities, the Academy shall submit to the Charter Schools Office: (i) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid Payments; and (ii) a copy of a State School Aid Payment Agreement and Direction document that is in a form and manner acceptable to the Fiscal Agent.

Section 2.05. Prior University Review Required for Certain Financial Transactions. The Academy is required to fully comply with Section 3.7 of this Contract's Terms and Conditions.

ARTICLE III

STATE DUTIES

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

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

ARTICLE IV

ACADEMY DUTIES

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

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

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

Section 4.04. Repayment of Overpayment. The Academy shall be directly responsible for reimbursing the State for any overpayments of State School Aid Payments. At its option, the State may reduce subsequent State School Aid Payments by the amount of the overpayment or may seek collection of the overpayment from the Academy. In the event an overpayment of any kind is made to the Academy by the Fiscal Agent, the Academy shall be directly responsible for reimbursing the Fiscal Agent.

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

ARTICLE V

RECORDS AND REPORTS

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

Section 5.02. Reports. The Fiscal Agent shall prepare and make available to the Academy within thirty (30) days of September 30th, and annually thereafter, a written report dated as of September 30th, summarizing all receipts, deposits and transfers made on behalf or for the benefit of the Academy during the period beginning on the latter of the date hereof or the date of the last such written report and ending on the date of the report, including without limitation, State School Aid Payments received on behalf of the Academy from the State Treasurer and any Other Funds which the University Board receives under this Agreement.

ARTICLE VI

CONCERNING THE FISCAL AGENT

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

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

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

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

Section 6.03. Withholding of State Aid Funds. Notwithstanding any other provisions contained in this Contract, at its sole discretion, Eastern Michigan University, acting in its capacity as Authorizer and Fiscal Agent, and within permissible parameters as prescribed by the Code, may elect to increase its administrative fee up to 3% of the total state school aid received by the Public School Academy for all or any portion of the entire school year and thereafter, whenever any amount of state school aid is withheld as a result of the Public School Academy's failure to comply with any requirements of Federal, State or Local law or regulation.

Acknowledgment of Receipt

The undersigned, on behalf of the State of Michigan, Department of Treasury, acknowledges receipt of the foregoing Fiscal Agent Agreement that is part of the Contract issued by the Eastern Michigan University Board of Regents to Hope Academy.

BY: _____

_____, Director

Bureau of Bond Finance
Michigan Department of Treasury

Date: _____, 2020

CONTRACT SCHEDULE 4

Oversight Agreement

SCHEDULE 4

OVERSIGHT AGREEMENT

This Agreement is part of the Contract issued by The Board of Regents of Eastern Michigan University ("University Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to Hope Academy (the "Academy"), a public school academy.

Preliminary Recitals

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

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

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

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

"Agreement" means this Oversight Agreement.

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

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

"Oversight Responsibilities" means the University Board's oversight responsibilities set forth in Section 2.01 of this Schedule 4.

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

ARTICLE II

OVERSIGHT AND COMPLIANCE CERTIFICATION RESPONSIBILITIES

Section 2.01. Oversight Responsibilities. The Charter Schools Office, as it deems necessary to fulfill the University Board's Oversight Responsibilities, may undertake the following:

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

k. Perform such other duties and responsibilities, in its sole discretion, which it deems necessary in order to conduct oversight of the Academy's compliance with this Contract, the Code and other applicable law.

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

- a. Submit information to the Charter Schools Office in accordance with the Master Calendar of Reporting Requirements and the Epicenter Compliance Calendar adopted by the Charter Schools Office. The Master Calendar or Compliance Calendar may be amended from time to time as deemed necessary by the Charter Schools Office Director.
- b. Submit quarterly financial reports to the Charter Schools Office in a form and manner determined by the Charter Schools Office. Submit other financial reports as established by the Charter Schools Office.
- c. Permit inspection of the Academy's records and/or premises at any reasonable time by the Charter Schools Office.
- d. Report any litigation or formal proceedings alleging violation of any Applicable Law by the Academy to the CSO Director and counsel for the University Board as designated in Article XII of the Terms and Conditions.
- e. Upon request, provide copies of information submitted to the Michigan Department of Education, the Superintendent of Public Instruction, or State Board of Education to the Charter Schools Office.
- f. Provide proposed Academy Board meeting agenda to the Charter Schools Office at least five (5) days prior to the Academy Board meeting. Provide approved agendas and minutes of all Academy Board of Directors' meetings to the University Charter Schools Office no later than ten (10) days after such items are approved.
- g. Submit to the Charter Schools Office within ten (10) days of insurance renewal copies of the "ACORD" insurance certificate/s of liability insurance. Provide upon request by the Charter Schools Office, and in the manner requested, the Academy's insurance verification document and copies of insurance policies evidencing all insurance as required by the Contract. Provide upon request by the Charter Schools Office, or in accordance with the Epicenter Compliance Calendar, copies of all insurance required by the Contract to an independent insurance reviewer.
- h. Submit to the Charter Schools Office a copy of the Academy's lease, deed or other purchase arrangement for its physical facilities as required by the Contract.

- i. Submit to the Charter Schools Office, copies of all fire, health and safety approvals required by Applicable Law for the operation of a school.
- j. Submit annually to the Charter Schools Office, the dates, times and a description of how the Academy will provide notice of the Academy's pupil application and enrollment process. The Academy's pupil application and enrollment admission process must be conducted in a fair and open manner in compliance with the Contract and the Code. At a minimum, the Academy shall make a reasonable effort to advertise its enrollment openings by newspaper, mail, media, internet or other acceptable communication process. All Academy notices of the open enrollment period must include language that the open enrollment period includes evening and weekend times for enrolling students in the Academy. In addition, the Academy must set forth in all public notices the date for the holding of a random selection drawing if such a drawing becomes necessary.
- k. Upon receipt from the Michigan Department of Licensing and Regulatory Affairs, Bureau of Construction Codes and the Bureau of Fire Services, the Academy shall submit to the Charter Schools Office a copy of any Certificate of Occupancy approval for the Academy's school facility outlined in Schedule 6. The Academy shall not occupy or use the school facility identified in Schedule 6 until such facility has been approved for occupancy by the Bureau of Construction Codes and the Bureau of Fire Services or other local authorized building department.
- l. Submit to the Charter Schools Office copies of ESP agreements, if any, in compliance with the Charter Schools Office' ESP Policies, the Contract and the Code.
- m. By July 1st of each year, the Academy Board shall provide a copy of the Academy Board's public meeting schedule for the upcoming school year. The Academy Board's public meeting schedule shall include the date, time and location of the public meetings for the upcoming school year. Within ten (10) business days of Academy Board approval, the Academy Board shall provide a copy to the Charter Schools Office of any changes to the Academy Board public meeting schedule.
- n. Prior to the issuance of this Contract, the Academy Board shall provide the Charter Schools Office with a copy of the description of staff responsibilities for employees of the Academy for inclusion in the Contract.
- o. Prior to July 1 of each year, the Academy Board shall approve and submit an operating school budget. Prior to December 31 of each year and whenever necessary thereafter, the Academy Board shall approve and submit a revised operating school budget that includes, without limitation, the following: (i) the total projected amount of state school aid revenues based on the Academy's September pupil membership count; (ii) revised personnel costs; and (iii) any start-up expenses incurred by the Academy. The Academy will prepare and adopt its operating budget and all subsequent budget revisions in a form and manner prescribed by law and the Michigan Public School Accounting Manual. Within ten (15)

days of the Academy Board approving the budget (original and amended, if applicable), the Academy shall place a copy of that budget on the Academy's website within its transparency section, accessible to the public.

p. Submit proof annually that the Academy is employing classroom teachers who meet the certification requirements set forth in Part 22 of the Revised School Code, and may only use non-certified teachers when allowed by law. Before the Academy hires non-certified teachers, it shall notify EMU in writing of its intent to do so no less than 15 days before it takes such action. The Academy shall employ certified administrators and chief business officials as required by law.

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

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

ARTICLE III

RECORDS AND REPORTS

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

ARTICLE IV

MISCELLANEOUS

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

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

ARTICLE V

TRANSPARENCY PROVISION

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

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

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

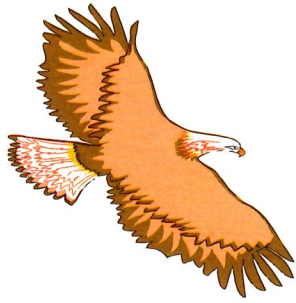
19. MDE letter of continuous use (if required)
20. Local County Health Department food service permit (if required)
21. Asbestos inspection report and Asbestos management plan (if required)
22. Boiler inspection certificate and lead based paint survey (if required)
23. Phase 1 environmental report (if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

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

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

CONTRACT SCHEDULE 5

Description of Staff Responsibilities



HOPE ACADEMY

Charter Contract Schedule 5 **Staff Responsibilities**

A. Position Descriptions:

- Superintendent
- Principal
- Assistant Principal
- Lead Teacher
- Teacher
- Paraprofessional (Instructional Aide)
- Pupil Accounting Clerk
- Administrative Assistant
- Receptionist
- Pre-School Director
- Pre-School Lead Teacher
- Assistant Pre-School Teacher

B. Educational Services Provider Agreement

EMPLOYER:
BFDI Educational Services, Inc. (BES)
JOB DESCRIPTION

Position Title: Superintendent
Contract: Full-Time, 12 Months
Reports To: CEO of BFDI Educational Services, Inc. (BES)

Job Summary

To provide leadership in developing and maintaining the best possible educational programs and services for the students of the Hope Academy school district. To oversee and administer the use of all facilities, property, and funds in the best interests of students and the school district, in accordance with Eastern Michigan University, the Board of Directors, and other regulatory systems. Support the continuous growth and expansion of Hope Academy as a Restorative Practices learning community. And, other duties as assigned by direct report.

Performance Duties

The criteria for performing the job responsibilities of the Superintendent include the ability to function effectively in the following categories:

- School Facility Management
- Communication
- School Finance/Budgeting
- Organizational Management
- Community Relations

A. School Facility Management—Good understanding of facilities management, including development of long-term maintenance plans, and budgeting/planning for future building needs.

1. Develops and implements short and long-term maintenance plans for school buildings and grounds, delegating particular duties as the Superintendent deems appropriate.
2. Includes maintenance and other facilities/equipment needs in budget planning.
3. Develops and implements guidelines and procedures governing the use and care of school facilities and property.

B. Communication—Able to communicate clearly with all stakeholders, both verbally and in writing.

1. Provides to the CEO of BES and the Hope Academy Board of Directors ample and timely information in order for them to make well-informed decisions.
2. Confers as appropriate with professional and lay groups concerning the school program and transmits suggestions to the CEO of BES, and Board Members as may be appropriate.
3. Keeps the public informed of the status of the school and the District as a whole.
4. Communicates the Vision, Mission and Belief Standards effectively to all stakeholders, is proactive and uses a variety of means to inform, commend, recommend, thank, inquire, and respond.

C. School Finance/Budgeting—Extensive working knowledge of school finance, including budget development and management. Ability to effectively communicate with the CEO of BES, the Board, school leadership, community and local municipal officials. Clear understanding of federal, state, and local funding issues.

1. Demonstrates the ability to perform effective financial forecasting and long and short-term financial planning.
2. Supervises the preparation and presentation of the annual budget and recommends to the CEO and CFO of BES prior to submitting to the Board for approval.
3. Explains clearly the proposed budgets, needs and priorities to all stakeholders.
4. Ensures financial procedures and accounts are maintained and shared with the CEO and CFO on a regular basis.
5. Ensure that all Title 1 expenditures are in accordance with the approved Title 1 budget, and in compliance with the rules and regulations of the Michigan Department of Education.

D. Organizational Management—Uses a systematic approach to managing and improving the school. Demonstrates excellent organizational skills, principles of strategic planning, command of school law, and proven ability to resolve organizational conflicts.

1. Maintains, directly or through delegation, such personnel records, pupil accounting records, business records and other records as required by law and/or Board policy.
2. Files, or causes to be filed, all reports required by state or federal laws/regulations.
3. Advises the BES CEO and the Board of the need for new and revised policies. Ensures that all policies of the Board are implemented and Followed. Involves appropriate stakeholders in the policy setting process.
4. Makes administrative decisions necessary for the effective and efficient operations of the entire school facility. Acts on own discretion when emergency action is necessary in matters not covered by Board policy. Reports such emergency actions to the CEO of BES and the Board and recommends policy for future guidance.

E. Community Relations—Recognizes the importance of both stimulating and reflecting community needs/wants regarding education. Demonstrates ability to involve the community in developing and implementing goals. Views community/school relationship as a partnership.

1. Establishes and maintains a program of public relations to keep the public well informed of the activities and needs of the school system, affecting a wholesome and cooperative working relationship between the school and the community.
2. Communicates with and understands the needs and perspectives of various community groups.
3. Attends, or delegates a representative to attend, meetings of municipal agencies at which matters pertaining to the school system appear on the agenda or are expected to be raised.
4. Has the knowledge of and the ability to keep the public informed about current educational practices, educational trends, and the policies, practices, successes and challenges of the school.

5. School/Community Involvement—Visible in the school, aware of current issues and activities in the school, and show an interest in community affairs.
6. Keeps the public informed about educational practices and trends as well as the policies, practices, success and challenges of the school.

Qualifications

- A Master Degree in Education is required, with a preference for a Doctorate Degree in Education or Education Administration
- Michigan Administration Certification Endorsement required
- At Least 5 Years Experience as a Principal, and Experience in the Role of Assistant Superintendent and/or Superintendent
- Knowledge of the Charter School Environment, and Experience in Facilitating a School's Turnaround or Transformation Strategy
- Satisfactory Criminal Background Check
- Satisfactory Drug Screening Report

EMPLOYEE'S ACKNOWLEDGEMENT OF RECEIPT: _____

7/14, Rev. 1/2020

EMPLOYER:
BFDI Educational Services, Inc. (BES)
JOB DESCRIPTION

Position Title: Principal
Contract: Full-Time, 12 Months
Reports To: CEO of BFDI Educational Services, Inc.

Job Summary

To lead, guide, and direct every member of the school leadership team, teachers and other instructional staff, and support services teams in setting and achieving the highest standards of excellence in educational programs and operating systems. To be responsible for a system of supervision and evaluation for all staff designed to meet the goals of the school. Responsible for providing instructional leadership, ensuring adequate and relevant staff development, and supporting a robust professional learning community. Support the continuous growth and expansion of Hope Academy as a Restorative Practices learning community. And, other duties as assigned by direct report.

Performance Duties

A. Leadership—Able to motivate, lead, guide and direct people. Committed to implementing the Mission, Vision, and Belief Standards of the school system.

1. Facilitates the development of and implements a collaborative effort to seek fulfillment and refinement of the educational vision, mission, and beliefs, and assists the Board in setting priorities for the school system.
2. Ensure ongoing, effective communication, as evident by not only weekly communication updates, but through weekly staff meetings and ongoing communication with the staff team.
3. Communicate the vision, philosophy and mission of Hope Academy to staff, students, parents, community and the media.
4. Develop a plan for achieving the school's vision and establish annual objectives and strategies.
5. Create an atmosphere of security and trust, as well as, encourage innovation
6. Hold teachers accountable for an effective teaching and learning process, and provide coaching, consultation, and feedback as may be needed.

7. Ensure the effective management of people, build relationships, and continuously assess staff satisfaction.
8. Inspire, secure and maintain the commitment of others toward the vision, mission, values, and organizational goals of the school district.
9. Develop and maintain cohesive relationships with all stakeholders involved with the school district, including the community, authorizer, Michigan Department of Education, and funders.
10. Implement state of Michigan education codes, rules and regulations as given by the State Board of Education.
11. Ensure that the appropriate resources are available throughout the school to meet the needs of students, parents, staff, and visitors.
12. Give input to and manage the school budget, and administer ongoing fiscal planning activities, as may be appropriate.
13. Represent the school at formal functions, community and civic affairs events.
14. Communicates the educational vision, mission, and belief standards effectively to all stakeholders.
15. Attends conventions and conferences to keep abreast of the most promising initiatives and best practices.
16. Ensures that policies, procedures and school rules promote a safe, respectful, and healthy school environment.
17. Represent the school at Board of Directors' meetings and provide educational updates.
18. Consult with parents/guardians regarding any changes occurring in the school, including curriculum, leadership, school programming, and the academic and behavioral progress of their children.

B. School Improvement—Commitment to supervise and evaluate school programs in the spirit of continuous improvement; understanding of educational practices, research, and national/state/local initiatives, including those of the State of Michigan's Learning and ability to frame issues for discussion, reach timely decisions, and implement change.

1. Develop a plan for each teacher/staff to help remediate any areas of growth and improvement, as may be needed.

2. Provide structure, process and conditions that support a school wide change strategy, embracing a culture of data driven decision making.
3. Provide continuous monitoring and evaluation of the school improvement process.
4. Is involved and ensures the conditions necessary for the change process are in place.
5. Keep abreast with current research and educational issues.
6. Ensure that there is a comprehensive system of student assessment in place.
7. Provide opportunities for staff to have a voice and give input into decision making relative to instructional strategies, school improvement, and teaching and learning strategies.
8. Inform and advise the CEO of BES and the Board about educational programs and instructional practices in the school.
9. Communicate effectively with the CEO of BES, Board, staff, students and the community about educational trends, curriculum needs and instructional programs.
10. Ensure the educational program complies with Board policies and applicable state and federal laws/regulations.
11. Ensure that school leaders and teachers communicate student progress with both students and parents.

C. Curriculum—Strong commitment to leading the effort to define and deliver an effective, consistent curriculum PreK-8.

1. Conducts reviews of the total school program, and advises the CEO of BES and the Board on recommendations for the educational advancement of the school.
2. Ensures the timely revisions of curriculum and courses of study.
3. Provide instructional leadership and support while overseeing the development and implementation of classroom curriculum.
4. Working knowledge of technology use as applicable to curriculum and reporting requirements.

5. Confer with federal, state and local school officials to develop curricula and establish guidelines for educational programs.

D. Professional Development—Committed to and fosters continuous staff improvement. Emphasizes both system-wide and individual development.

1. Develop and annual staff development calendar that identifies the professional development needs of all staff based upon the assessment of accurate, reliable and timely data.
2. Provide two (2) weeks of professional development in the month of August, at the beginning of each school year.
3. Fosters an environment that encourages continuous learning and improvement on the part of school staff.
4. Ensures protocols are in place to develop and implement an effective system of staff development focused on improving the educational and operational programs for the school in collaboration with the CEO of BES, Board, and administration.
5. Demonstrates a strong advocate for staff to participate in conferences, visitations and coursework within the framework of the school system's budget.
6. Keeps the CEO of BES and Board abreast of staff development priorities, needs, and activities.
7. Participate in and conduct workshops; and participate in conferences and in-services for professional growth and development. Encourage staff participation in workshops, conferences, in-services, and a robust professional learning community to enhance professional growth and development.
8. Annually evaluate the effectiveness of Hope Academy's professional development program, as evident by improvements in student growth and grade level proficiency.

E. Supervision/Evaluation—Understands the importance of accountability for staff and self. Develops and monitors an evaluation process that establishes clear performance standards and provides for staff development and follows through to resolve performance issues.

1. Develops and implements an effective system of supervision and evaluation for all staff, based on BES policies, job descriptions, and appropriate input from administration and staff.

2. Recommends salary changes or dismissal/non-renewal of administrators and teachers to the CEO of BES for final action.
3. Models for all school personnel the use of data to make well-informed decisions.
4. As Principal, provides leadership for the development of a systematic plan to provide for continuous school improvement.
5. Visits classrooms in order to observe the quality of the educational environment.

REQUIREMENTS:

- Master's Degree.
- Teacher Certification; Administrator Certification preferred.
- Seven (7) years of exemplary teaching experience.
- Two (4) years of administrative or comparable experience.
- Evidence of recent and ongoing professional development.
- Evidence of recent roles as conference workshop facilitator or presenter.
- Verbal and written communication skills.
- Able to communicate in oral and written interview, knowledge of current methodologies and research in education and instruction.
- Evidence to support community involvement and leadership.
- Satisfactory Criminal Background Check
- Working knowledge of state student; attendance, reporting, and auditing upload requirements and software use.

EMPLOYEE'S ACKNOWLEDGEMENT OF RECEIPT:

Signature

Date

EMPLOYER:
BFDI Educational Services, Inc. (BES)
JOB DESCRIPTION

Position Title: Assistant Principal
Contract: Full-Time, 12 Months
Reports To: Principal

Job Summary

Work in collaboration with the Principal and Lead Teachers in providing leadership in developing and maintaining the best possible educational programs and services for the students of the Hope Academy School District. In collaboration with the Principal, provide instructional leadership to the teaching staff by observing and coaching teachers during the classroom teaching and learning process. In collaboration with the Principal, ensure the ongoing participation of the staff in the professional learning community. Commit to supporting and advancing Hope Academy as a Restorative Practices school community.

Performance Duties

- Provide direction, leadership and day-to-day management of educational activities, in collaboration with the Principal.
- Develop and monitor academic programs that are designed to improve the teaching and learning process, and the growth and proficiency of all students.
- Monitor the educational progress of students and give teachers appropriate feedback regarding teaching strategies.
- Educate and motivate teachers and other staff to embrace a commitment to improve the minds, character, and academic achievement of all students.
- Assist the Principal in the overall administration of the school, as identified by the Principal, with a strong commitment to data driven decision making.
- During classroom observations, provide high leverage feedback to teachers from the classroom observations.
- In collaboration with the Principal, encourage and provide opportunities for continuous professional growth.
- Provide and demonstrate the characteristics of a positive role model that demonstrates support and loyalty to the mission, vision, and goals of Hope Academy.
- Provide leadership to staff on effective strategies and techniques that will maximize the school's professional learning community.
- In collaboration with the Principal, provide leadership in developing and advancing the school's annual school improvement process.
- Develop student class schedule.
- Process discipline forms, attendance, and counsel students on educational or personal matters.
- Work evening hours and occasional weekends, as may be needed.

- Have the ability to make sound decisions and organize and coordinate work efficiently.
- Strong interpersonal skills, and effective communicator and motivator.
- Knowledge of management principles and practices gained through work experience and formal education.
- Communicate the vision, philosophy and mission of Hope Academy to staff, students, and parents.
- Represent the school at Board of Directors' meetings.
- Represent the school at formal functions, community and other affairs.
- Implement State of Michigan education codes, rules and regulations as given by the State Board of Education.
- Prepare and approve manuals, guidelines, and reports on State educational policies and practices for distribution to the school.
- Participate in and conduct workshops, parent teacher conferences and in-services for professional growth and staff development.
- Work with Principal regarding the completion of compliance reports.
- Supervision of assessments/standardized testing.
- Schedule/supervise student services, i.e., dental program, vision and hearing, etc.
- Actively participate in school improvement committee and programs.
- Initiate and implement processes for monitoring and evaluating student achievement and growth.
- Provide instructional leadership and support while overseeing the development and implementation of classroom curriculum.
- Consult with parents/guardians regarding school academic and behavioral progress.
- Monitor student behavior and address major code of conduct violations.
- Keep abreast of developments in curriculum and instruction by providing leadership in the educational program.
- Guide development, implementation, and evaluation of pre-service and in-service training for personnel.
- Direct, create, and edit publication of all curriculum guides and materials.
- Provide staff leadership to ensure understanding and promote the educational objectives and strategies.
- Conduct regular classroom observation and walkthroughs.
- Other duties as may be assigned by direct report (Principal).

Qualifications

- Master's Degree in Education, Administration, Leadership, or related field; Certified and Highly Qualified.
- Completion of Educational Leadership Program or related program.
- Strong computer technology background, proficient in Word and Excel; familiarity with Title 1 and similar State reports.
- Proven leadership experience.
- Teacher Certification; Administrator Certification preferred.
- Five (5) years of exemplary teaching experience.

- Two (2) years of administrative or comparable experience.
- Evidence of recent and ongoing professional development.
- Good verbal and written communication skills.
- Able to communicate in oral and written interview; knowledge of current methodologies and research in education and instruction.
- Evidence to support community involvement and leadership.
- Satisfactory Criminal Background Check.

EMPLOYEE'S ACKNOWLEDGEMENT OF RECEIPT: _____

Rev. 3/14, 1/2020

EMPLOYER:
BFDI Educational Services, Inc. (BES)
JOB DESCRIPTION

Position Title: Lead Teacher
Contract: Full-Time, 10 Months
Reports To: Principal

Job Summary

The Lead Teacher is responsible for supporting teachers in a cluster of grade specific classrooms. Responsible for working collaboratively with teachers within and across clusters, as well as school leadership and other colleagues to help foster a culture of respectful team work in the school. Demonstrates and give support to colleagues in developing deep content and pedagogical knowledge and skills that will improve practice and maximize student learning. Support teachers in cluster to understand and utilize data driven instruction and support systems and processes to support student learning. Help others to demonstrate effectiveness in enabling students to achieve high levels of academic growth. In conjunction with the Principal and Assistant Principal, assist in the plan, development and processes of the Instructional Learning Cycle. Commit to supporting and advancing Hope Academy as a Restorative Practices school community.

Performance Duties

- Develop classroom syllabus, which includes but is not limited to, course objective and outlines following the school curriculum guidelines and requirements.
- Facilitate and communicate knowledge and strategies for learning to students.
- Ensure that students are consistently engaged in learning, and provide feedback to students during the learning process.
- Utilize a variety of instructional strategies and materials to support student diverse learning needs and styles.
- Continuously assess student progress toward mastery of key skills and concepts.
- Use accurate, reliable, and timely assessment data to make adjustments to instructions, as may be needed.
- Ensure the effective implementation of classroom behavior expectations, and ensure that behavioral expectations are clear and understood by all students.
- Actively participate in the school's professional learning community, give input to the school improvement plan, and attend all required professional development activities.
- Ensure that the learning environment is effectively structure, and classroom learning time is managed effectively.
- Prepare and plan lessons, projects, and a variety of student assessments.
- Administer school approved standardized tests.
- Demonstrate competency in assigned subject areas, the art of instruction, the use of multiple teaching strategies and technology.
- Assist the school leadership with Curriculum Mapping.

- Facilitate weekly cluster team meetings and maintain documentation of same.
- Facilitate the school committee work for the cluster.
- Teach rules of conduct and appropriate behavior.
- Develop individual and group activities, which stimulate growth in the cognitive, affective, and physical dimensions of each student.
- Prepare and maintain accurate and appropriate student attendance and grade records as outlined by the Principal.
- Prepare and disseminate student progress reports to parents.
- Maintain orderly, secure, attractive and nurturing classroom environment conducive to learning.
- Supervise students within the school setting and on school grounds.
- Counsel students regarding academic and behavioral problems.
- Provide consistent and progressive corrective discipline.
- Promote ongoing communication with parents; establish and maintain home... school relationship
- Participate in school fund-raisers, extra-curricular activities, school-wide annual programs and social events
- Coordinate field trips
- Order duties as assigned by direct report.

Qualifications

- Master's Degree in Education; Certified and Highly Qualified.
- Teacher Certification
- minimum of three (3) years of teaching experience preferred.
- Three (3) letters of recommendation.
- Satisfactory performance rating in delivery of instruction and classroom management.
- Evidence of recent participation in professional development.
- Satisfactory completion of oral and written interview.
- Satisfactory Criminal Background Check

EMPLOYEE'S ACKNOWLEDGEMENT OF Receipt

EMPLOYER:
BFDI Educational Services, Inc. (BES)
JOB DESCRIPTION

Position Title: Teacher
Contract: Full-Time, 10 Months
Reports To: Principal

Job Summary

The academic subject area teacher will facilitate student learning utilizing a variety of methodologies and curriculum resources to increase student growth and proficiency. In addition, utilized in the teaching process is the use of high quality, multi-sensory materials. Commit to ongoing participation in the school's professional learning community to collaborate, learn, and share effective educational strategies. Work with an educational team to develop and implement the school program, and develop an individual learning plan for each student. Ensure that students are consistently engaged in learning, and provide ongoing feedback to students during the learning process. Commit to supporting and advancing Hope Academy as a Restorative Practices school community.

Performance Duties

- Develop classroom syllabus, which includes but is not limited to, course objective and outlines following the school curriculum guidelines and requirements.
- Facilitate and communicate knowledge and strategies for learning to students.
- Ensure that students are consistently engaged in learning, and provide feedback to students during the learning process.
- Utilize a variety of instructional strategies and materials to support student diverse learning needs and styles.
- Continuously assess student progress toward mastery of key skills and concepts.
- Use accurate, reliable, and timely assessment data to make adjustments to instructions, as may be needed.
- Ensure the effective implementation of classroom behavior expectations, and ensure that behavioral expectations are clear and understood by all students.
- Actively participate in the school's professional learning community, give input to the school improvement plan, and attend all required professional development activities.
- Ensure that the learning environment is effectively structure, and classroom learning time is managed effectively.
- Prepare and plan lessons, projects, and a variety of student assessments.
- Administer school approved standardized tests.
- Demonstrate competency in assigned subject areas, the art of instruction, the use of multiple teaching strategies and technology.
- Teach rules of conduct and appropriate behavior.
- Develop individual and group activities, which stimulate growth in the cognitive, affective, and physical dimensions of each student.

- Prepare and maintain accurate and appropriate student attendance and grade records as outlined by the Principal/CAO.
- Prepare and disseminate student progress reports to parents.
- Maintain orderly, secure, attractive and nurturing classroom environment conducive to learning.
- Supervise students within the school setting and on school grounds.
- Counsel students regarding academic and behavioral problems.
- Provide consistent and progressive corrective discipline.
- Promote ongoing communication with parents; establish and maintain home-school relationships.
- Participate in school fund-raisers, extra-curricular activities, school-wide annual programs and social events.
- Coordinate field trips.
- Other duties as assigned by direct report.

Qualifications

- Bachelor's Degree in Education, Master's Degree preferred; Certified and Highly Qualified.
- Teacher Certification
- Minimum of three (3) years of teaching experience preferred.
- Three (3) letters of recommendation.
- Satisfactory performance rating in delivery of instruction and classroom management.
- Evidence of recent participation in professional development.
- Satisfactory completion of oral and written interview.
- Satisfactory Criminal Background Check.

EMPLOYEE'S ACKNOWLEDGEMENT OF RECEIPT: _____

Rev. 3/14, Rev. 1/2020

EMPLOYER:
BFDI Educational Services, Inc. (BES)
JOB DESCRIPTION

Position Title: Paraprofessional (Instructional Aide)
Contract: Full-Time, 10 Months
Reports To: Principal or Other Designee

Job Summary

Provide additional classroom support to teachers in assisting students with academic challenges and helping to remove barriers to learning; provide tutoring to students on subject matters, as identified by the classroom teacher; provide other support to students as may be indicated, including during school programming, lunch time, and after school. Commit to supporting and advancing Hope Academy as a Restorative Practices school community.

Performance Duties

- Provide instructional support for students as identified by the classroom teacher.
- Assist children in learning class material.
- Provide students with individualized attention.
- Supervise students in the lunchroom and at recess.
- Assist teachers on field trips.
- Grade papers and tests, and check homework when not providing instructional support.
- Set up equipment and help prepare materials for instruction.
- Work with students individually or in small groups.
- Participate in teamwork activities.
- Reinforce class work and/or help students find information for reports.
- Assist with special projects or exhibits, such as for a science demonstration.
- Maintain a daily log regarding instructional assistance for students.
- Perform all duties as required under Title I Regulations.
- Other duties as assigned by direct report.

Qualifications

- Two (2) Year Associate's Degree (60 college credits), or passing the State's assessment.
- Experience in establishing supportive and open relationships with students.
- Experience in working with elementary and middle school aged students.
- Satisfactory Criminal Background Check

EMPLOYEE'S ACKNOWLEDGEMENT OF RECEIPT: _____

3/14, 1/2020

EMPLOYER:
BFDI Educational Services, Inc. (BES)
JOB DESCRIPTION

Position Title: Pupil Accounting Clerk
Contract: Full-Time, 12 Months
Reports To: Principal

Job Summary

Responsible for district pupil accounting and all state reporting related to students including submission of the reports needed to satisfy the State Reporting requirement (MSDS) as well as the review and submission of Pupil Accounting documentation as identified in the Michigan Department of Education Pupil Accounting Manual. Commit to supporting and advancing Hope Academy as a Restorative Practices school community.

Performance Duties

- Coordinate the fall and spring pupil counts
- Provide pupil accounting support for the district including the submission of all reports and coordination of data collection (General Collections, Special Education Collections, Early Childhood Roster, Student Record Maintenance (MSDS), Civil Rights, MCIR/ Immunization and Unique Identifier Code (UIC) request and resolutions.
- Monitor FTE reconciliations and pupil membership audit and reviews
- Completion of required audit narratives and the submission of audited membership counts
- Download Direct Certification of free lunch files from MSDS and upload into Zangle.
- Review and certify household memberships and send out notification letters.
- Provide support to the Student Services department with regards to pupil accounting, including tracking private/parochial school enrollment for special education.
- Function as the school/district registrar
- Assist, if needed, in updating emergency forms for all students
- Coordinate, as the district point person, as it relates to pupil accounting activities
- Keep updated on all changes in statewide pupil accounting requirements and procedures
- Responsible for all Section 25e (District to District transfers) claims and submissions
- Coordinate home-based, homebound, and dual enrollment documentation for pupil accounting
- Ensure high quality data practices are implemented and followed in the area of student information
- Write and communicate high quality data practices to district staff
- Prepare statistical reports requested by administration
- Monitor data in the SIS for accuracy and completeness, as it pertains to enrollment, attendance, and other pupil accounting related information.
- Resolve or request new UIC numbers for student on a regular basis
- Conduct pupil accounting in-services with appropriate district personnel periodically
- Keep apprised of, and communicate changes in, due dates, format, content and procedures for submitting state reports
- Issues appeals to state (when necessary) in response to desk and building audits
- Perform other duties as assigned by direct report.

Qualifications

- High school diploma or equivalent; Business School or college coursework preferred.
- Proficient in Microsoft Word, Excel, and desktop publishing programs.
- Previous secretarial experience.
- Training or experience in the use of Zangle Preferred
- Strong verbal and written skills.
- Strong organizational skills.
- Able to maintain confidentiality.
- Self-motivated.
- Must possess the ability to work as part of a team, think creatively and relate well with other team members
- Ability to operate standard office equipment.
- Knowledge of the requirements and timelines for required student data submissions to the State of Michigan, MDE, and CEPI
- Excellent customer service skills
- Three (3) letters of recommendation.
- Satisfactory completion of typing test and oral and written interview.
- Satisfactory Criminal Background Check

EMPLOYEE'S ACKNOWLEDGEMENT OF RECEIPT:_____

EMPLOYER:
BFDI Educational Services, Inc. (BES)
JOB DESCRIPTION

Position Title: Administrative Assistant
Contract: Full-Time, 12 Months
Reports To: Principal

Job Summary

Responsible for providing executive level administrative assistance and high level clerical support to the Principal, as well as perform other secretarial/clerical duties for the school, as may be requested by the Principal. Commit to supporting and advancing Hope Academy as a Restorative Practices school community.

Performance Duties

- Complete accurate and timely required monthly, quarterly, and/or annual reports as required by the Principal.
- Keep a log of all reports that are submitted indicating the date of submission and who the documents were submitted to.
- Accurately take dictation, transcribe, type, and distribute memorandums, letters, correspondence, meeting minutes, notices, proposals, reports, and various forms and documents as needed and within prescribed time frames, as determined by the Principal
- Create database, forms, tables, charts, records, and spreadsheets utilizing appropriate computer software.
- Compile data for Board, state, and federal reports.
- Proofread and edit drafts and final copy materials for appropriate and consistent format, accuracy of dates, punctuation, spelling, and grammar.
- Greet and screen visitors (in the absence of the Receptionist).
- Receive and screen telephone calls for the Principal, and accurately record messages.
- Maintain and update the Principal calendar on an ongoing basis.
- Maintain school's calendar of events and update on a regular basis and distribute timely to the appropriate staff.
- Arrange/schedule meetings, conferences, interviews, and appointments as requested by the Principal or designee.
- Classify and sort mail, files, correspondence, and documents as requested by the Principal.
- Assist in ordering school supplies and textbooks as requested by the Principal.
- Participate in teamwork activities, as requested by the Principal.
- Assume other duties, as may be assigned by direct report.

Qualifications

- High school diploma or equivalent; Business School or college coursework preferred.
- Proficient in Microsoft Word, Excel, and desktop publishing programs.
- Previous secretarial experience.
- Strong verbal and written skills.
- Strong organizational skills.
- Able to maintain confidentiality.
- Self-motivated.
- Ability to operate standard office equipment.
- Three (3) letters of recommendation.
- Satisfactory completion of typing test and oral and written interview.
- Satisfactory Criminal Background Check

EMPLOYEE'S ACKNOWLEDGEMENT OF RECEIPT: _____

Rev. 4/14, 1/2020

EMPLOYER:
BFDI Educational Services, Inc. (BES)
JOB DESCRIPTION

Position Title: Receptionist
Contract: Full-Time, 12 Months
Reports To: Principal or Designee

Job Summary

Responsible for greeting and assisting all individuals and visitors calling the school or entering the school and reporting to school reception office; responsible for consistently presenting a respectful presentation and communication style to all visitors and individuals; represent the school as the first impression for individuals and visitors calling or entering the school. Commit to supporting and advancing Hope Academy as a Restorative Practices school community.

Performance Duties

- Provide all visitors with a pass for movement throughout the building, and ensure that all visitor movement has been approved prior to providing a visitor's pass.
- Maintain a daily sign-in sheet of all visitors entering the building.
- Receive and screen telephone calls and accurately record and distribute messages.
- Greet and process visitors to the school.
- Process students late to school and students leaving school early.
- Communicate with students and direct them to appropriate staff members.
- Administer first aid to students for minor injuries.
- Operate standard office equipment (computer, copier, calculator, etc.)
- Maintain school calendar of events.
- Type memorandums and basic letters.
- Respond and disseminate information related to general activities and operation of the school.
- File information in student files.
- Disseminate requests for student records and maintain records accordingly.
- Participate in teamwork activities.
- Other duties as assigned by direct report.

Qualifications

- High school diploma or equivalent; Business School or college coursework preferred.
- Previous secretarial experience.
- Strong verbal and written skills; Strong organizational skills.
- Ability to operate standard office equipment.
- Three (3) letters of recommendation.
- Satisfactory completion of typing test and oral and written interview.
- Satisfactory Criminal Background Check

EMPLOYEE'S ACKNOWLEDGEMENT OF RECEIPT: _____

Rev. 3/14, Rev. 1/2020

EMPLOYER:
BFDI Educational Services, Inc.
JOB DESCRIPTION

Position Title: Pre-School Director
Contract: Full-Time, 12 Months
Reports To: Principal

Job Summary

Pre-School director manages the everyday activities of a Pre-School and is the administrator and point of contact for all pre-school employees and parents. Pre-school directors may oversee the budget, policies, programs, and staff of the pre-school children. They must make sure that the pre-school staff are complying with state and federal law. There are many guidelines for a pre-school including maintaining a specific adult to child ratio and developing a curriculum that follows state standards. The director is responsible for and will develop the daily schedule for the pre-school class(es). He/She will collaborate with pre-school staff to ensure that transition times are appropriate, as well as bathroom and snack breaks. It is important that the day is structured in an appropriate manner. The Pre-School director will have input in hiring, evaluating staff and ensuring that the teachers and teacher assistants are effective. They will conference with parents regarding students concerns, progress, and matters related to the Pre-School Program. Commit to supporting and advancing Hope Academy as a Restorative Practices school community.

Performance Duties

The Pre-School Director is responsible for the general management of the pre-school including but not limited to the following:

- Administering day-to-day operations.
- Developing, implementing and evaluating the pre-school policies and program.
- Have knowledge of early childhood education programs, developmentally appropriate curriculum, interactions and environments.
- Oversee and assist the Pre-school Staff in administering, planning and evaluating activities and lesson plans that promote developmentally-appropriate learning.
- Knowledge of child development theory and practice.
- Knowledge of applicable safety procedures.
- Ability to provide a supportive and caring environment for children.
- Ability to develop and present educational programs and/or activities.
- Plan, organize, coordinate, and promote professional development, training, and staff meetings.
- Ability to persuade and influence others.
- Being available to address parents, students, and staff issues.

- Regularly monitor staff performance and provide coaching or mentoring for performance improvement and development.
- Provide day-to-day leadership and work with staff to ensure high performance.
- Promote a positive employee relations environment.
- Complete an annual evaluation of each staff member.
- Ensure that all staff are current with Federal, State, and Local Compliance requirements.
- Ensure that all staff are current with all training required by the local Health Department.
- Ensure the all newly hired staff/volunteer receive an orientation of Hope Academy's Pre-School Policies, Procedures, and Practices and the child care administrative rules before unsupervised contact with children.
- Ensure that all policies and guidelines are adhered to as the required.
- Ensure that the curriculum is implemented as prescribed.
- Ensure that the learning stations are set up daily and are ready for student engagement every morning before students arrive.
- Lead, guide, train staff and volunteers.
- May also serve as teacher (caregiver) provided this role doesn't interfere with the management and supervisory responsibilities.
- If absent for the pre-school (center) the program director will designate a staff to be in charge who at least meets the qualifications of the teacher.
- Perform other duties as assigned by direct report.

Qualifications

The Applicant for the Pre-School Director Position must meet the requirements as indicated in the latest addition of "Licensing Rules for Child Care Centers: Bureau of Community and Health Systems Child Care Licensing Division (LARA) page 6-7, and BES Educational Services Requirements:

The Pre-School Director shall meet one (1) of the following qualifications:

	Education	Course work in Early Childhood Education or Child Development	Hours of Experience
(a)	Bachelor's Degree or Higher in Early Childhood Education or Child Development		
(b)	Bachelor's Degree or Higher in a child-related field including ---->	18 semester hours and ---->	480 hours
(c)	Associate's Degree in Early Childhood Education or Child Development including ---->	18 semester hours and ---->	480 hours

(d)	Montessori credential with ---->	18 semester hours and ---->	960 hours
(e)	Valid Child Development Associate Credential with -->	18 semester hours and ---->	960 hours
(f)	Sixty Semester hours with -->	18 semester hours and ---->	1920 hours

- Prior Pre-School Director Experience is preferred
- Must have excellent communication skills
- Three (3) letters of recommendation
- Satisfactory completion of oral and written interview.
- Satisfactory Criminal Background Check
- Satisfactory Child Care Background Check

Knowledge, Skills and Abilities Required

- Strong interpersonal and communication skills and the ability to work effectively with a wide range of constituencies in a diverse community.
- Records maintenance skills.
- Knowledge of early childhood education programs and techniques.
- Knowledge of child development theory and practice.
- Ability to evaluate, design, and implement curriculum, testing, and/or teaching methodologies.
- Ability to provide activities for children that encourage healthy growth.
- Ability to exercise control and maintain classroom discipline.
- Knowledge of applicable safety procedures.
- Ability to provide a supportive and caring environment for children.
- Ability to develop and present educational programs and/or workshops.
- Ability to persuade and influence others.

EMPLOYEE'S ACKNOWLEDGEMENT OF RECEIPT: _____

1/2020

EMPLOYER:
BFDI Educational Services, Inc. (BES)
JOB DESCRIPTION

Position Title: Pre-School Lead Teacher
Contract: Full Time - 12 Months
Reports To: Preschool Director

Job Summary

The Pre-School Lead Teacher is expected to provide a stimulating, safe, and developmentally appropriate educational environment where preschool children have the opportunity to develop their cognitive, social, emotional, and physical skills. Furthermore, the Preschool Lead Teacher will facilitate student learning by utilizing a variety of methodologies and curriculum resources to increase student achievement, work with their colleagues to further develop and implement the preschool school curriculum, and develop individual learning plans for each preschool student. Commit to supporting and advancing Hope Academy as a Restorative Practices school community.

Performance Duties

- Organizes and provides developmentally appropriate early childhood education programs.
- Plans and implements the Preschool adopted curriculum and education activities with fidelity.
- Provides activities and opportunities that encourage curiosity, exploration, and problem solving, appropriate to the developmental levels and learning styles of their students.
- Plans and prepares classroom setting daily; oversees safety and educational programs; supervises children in the classroom;
- Provides a supportive classroom environment in which children can learn and practice appropriate and acceptable individual and group behaviors.
- Interacts with parents and community groups; maintains open and cooperative communication with parents and families, encouraging their involvement in the program and supporting the child's family relationships.
- Writes and compiles individual assessments of each child's development;
- Completes daily inventories, student attendance, and record progress and appropriate notes on student individual records and required reports.
- Perform other duties assigned by direct report.

Qualifications

The Applicant for the Preschool Lead Teacher must meet the requirements as indicated in the latest addition of "Licensing Rules for Child Care Centers: Bureau of Community and Health Systems Child Care Licensing Division (LARA) page 8-9, and BES Educational Services Requirements:

Lead Teachers shall meet one (1) of the following qualifications:

	Education	Course work in Early Childhood Education or Child Development	Hours of Experience
(a)	Bachelor's Degree or Higher in Early Childhood Education, Child Development or a child - related field		
(b)	Associate's Degree in Early Childhood Education or Child Development		
(c)	Montessori credential with ---->		480 hours
(d)	Valid Child Development Associate Credential with ---->		480 hours
(e)	High school diploma/GED With ---->	12 semester hours and ---->	960 hours
(f)	High school diploma/GED With ---->	A combination of: 12 semester hours and/or 18 CEU's to equal 180 clock hours with →	1920 hours
(g)	High school diploma/GED With ---->	A combination of: 6 semester hours and/or 9 CEU's to equal 90 clock hours with -→	3820 hours

- Prior preschool teaching experience is preferred
- Must have excellent communication skills
- Three (3) letters of recommendation
- Satisfactory completion of oral and written interview.
- Satisfactory Criminal Background Check
- Satisfactory Child Care Background Check
- Must obtain and maintain current adult, child and infant CPR, First Aid, and Bloodborne Pathogens Certification.

Knowledge, Skills and Abilities Required

- Strong interpersonal and communication skills and the ability to work effectively with a wide range of constituencies in a diverse community.
- Records maintenance skills.
- Knowledge of early childhood education programs and techniques.
- Knowledge of child development theory and practice.
- Ability to evaluate, design, and implement curriculum, testing, and/or teaching methodologies.
- Ability to provide activities for children that encourage healthy growth.

- Ability to exercise control and maintain classroom discipline.
- Knowledge of applicable safety procedures.
- Ability to provide a supportive and caring environment for children.
- Ability to develop and present educational programs and/or workshops.
- Ability to persuade and influence others.

EMPLOYEE'S ACKNOWLEDGEMENT OF RECEIPT: _____

1/2020

EMPLOYER:
BFDI Educational Services, Inc. (BES)
JOB DESCRIPTION

Position Title: Assistant Pre-School Teacher
Contract: Full-Time, 12 Months
Reports To: Pre-School Director

Job Summary

The Assistant Preschool Teacher will provide additional classroom support to teachers by assisting students with academic challenges and helping to remove barriers to learning; provide tutoring to students on subject matters as identified by the classroom teacher; provide other support to students as may be indicated, as well as assist with creating a stimulating, safe, and developmentally appropriate educational environment where preschool children have the opportunity to develop their cognitive, social, emotional, and physical skills. Commit to supporting and advancing Hope Academy as a Restorative Practices school community.

Performance Duties

- Provide instructional support for students as identified by the classroom teacher.
- Assist children in learning class material.
- Provide students with individualized attention.
- Supervise students in the lunchroom and at recess.
- Assist teachers on field trips.
- Check all assignments per teacher directions when not providing instructional support.
- Set up equipment and help prepare materials for instruction.
- Work with students individually or in small groups.
- Participate in teamwork activities.
- Reinforce class work and/or help students find items at learning centers
- Assist with special projects or exhibits.
- Maintain a daily log regarding instructional assistance for students.
- Other duties as assigned by the teacher/Preschool Director or Administrator
- Completes daily inventories, student attendance, and record progress and appropriate notes on student individual records and required reports per teacher/director instructions
- Perform other duties as assigned by direct report.

Qualifications

The Applicant for the Preschool Assistant Teacher Position must meet the requirements as indicated in the latest addition of "Licensing Rules for Child Care Centers: Bureau of Community and Health Systems Child Care Licensing Division (LARA) page 8-9, and BES Educational Services Requirements:

Shall meet one (1) of the following qualifications listed in the table below:

	Education	Course work in Early Childhood Education or Child Development	Hours of Experience
(a)	Bachelor's Degree or Higher in Early Childhood Education, Child Development or a child - related field		
(b)	Associate's Degree in Early Childhood Education or Child Development		
(c)	Montessori credential with ---->		480 hours
(d)	Valid Child Development Associate Credential with ---->		480 hours
(e)	High school diploma/GED With ---->	12 semester hours and ----	960 hours
(f)	High school diploma/GED With ---->	A combination of: 12 semester hours and/or 18 CEU's to equal 180 clock hours with →	1920 hours
(g)	High school diploma/GED With ---->	A combination of: 6 semester hours and/or 9 CEU's to equal 90 clock hours with -→	3820 hours

Additional Requirements

- Three (3) letters of recommendation
- Satisfactory completion of oral and written interview.
- Satisfactory Criminal Background Check
- Satisfactory Child Care Background Check
- Must obtain and maintain current adult, child and infant CPR, First Aid, and Bloodborne Pathogens Certification.

EMPLOYEE'S ACKNOWLEDGEMENT OF RECEIPT: _____
1/2020

EDUCATIONAL SERVICE PROVIDER AGREEMENT

This Educational Service Provider Agreement ("Amended Agreement") is made and entered into as of the 1st day of July, 2020, by and between BFDI Educational Services, Incorporated, (hereafter referred to as "BES"), a non-profit corporation and Hope Academy (the "Academy" or "Academy Board"), a Michigan public school academy formed under Part 6A of the Revised School Code (the "Code"), as amended.

WHEREAS, the Academy, also known as the "Hope Academy District" is a public school academy, organized under the Revised School Code (the "Code"). The Academy has been issued a Charter Contract from the Board of Regents of Eastern Michigan University ("Authorizer") to organize and operate a public school academy (the "Contract"). The Code permits a public school academy to contract with persons and entities for the operation and management of the public school academy.

WHEREAS, the Academy is housed in a facility located at 12121 Broadstreet, Detroit, MI 48204, with District Code Number 82942. The Academy provides grades Pre-K-8.

WHEREAS, BES is organized for charitable and educational purposes as described in Section 501(c)(3) of the Internal Revenue Code, to significantly further the charitable purposes of supporting and promoting education.

WHEREAS, the Academy seeks to continue to engage BES to provide the Services enumerated in Exhibit A (the "Services") and to employ and provide all staff to the Academy as of the effective date of this Agreement.

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

ARTICLE I

TERM

A. Term. This Agreement shall be effective on the date first written above and shall continue through June 30, 2024. ("Term"). At the end of the Term of this Agreement (June 30, 2024), this Agreement shall automatically renew on a month-to-month basis unless terminated, pursuant to sixty (60) days written notice, by either party. The maximum term of this Agreement shall not exceed the length of the Charter Contract. The Authorizer may waive this limitation in writing for a short time period upon a showing of good cause. The parties acknowledge that the Authorizer is required, pursuant to the Contract and applicable law, to review and approve this Agreement before it becomes effective.

ARTICLE II

CONTRACTUAL RELATIONSHIP

B. Engagement of BES. The Academy represents and warrants that it is authorized by law to contract with a private entity to provide educational, management and operational services to the Academy. The Academy agrees to continue to contract with BES, to the extent permitted by law, to provide the Services set forth in Exhibit A to this Agreement. In addition to the Services set forth in Exhibit A, BES shall provide all instructional and non-instructional staff to the Academy. Staff provided by BES to the Academy shall be employed and directed by BES or BFDI and shall be referred to herein as BES "Assigned Personnel."

C. Compliance with Academy's Charter Contract. BES 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 Charter Contract issued by the Eastern Michigan University Board of Regents. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this Agreement. This Agreement shall not be construed to interfere with the constitutional, statutory, or fiduciary duties and responsibilities of the Academy Board. No provision of this Agreement shall prohibit the Academy Board from acting as an independent, self-governing public body, or allow the decisions to be made other than in compliance with the Open Meetings Act.

D. Status of the Parties. BES is a Michigan nonprofit corporation, and is not a division or apart of the Academy. The Academy is a body corporate and governmental entity authorized by the Code, and is not a division or part of BES. The relationship between BES and the Academy is based solely on the terms of this Amended Agreement: No provision of this Agreement shall interfere with the Academy Board's obligations under the Contract and applicable law. The Academy's duties under the Contract shall not be limited or rendered impossible by any action or inaction of BES.

E. Independent Contractor Status. The parties intend that the relationship between BES and the Academy shall be that of independent contracting parties. BES shall at no time represent itself to be an employee, servant or agent of the Academy. Staff provided to the Academy by BES shall be and remain employees of BES during the term of this Agreement and shall be directly accountable to BES, through its agent, the School Leader. The School Leader (Principal or Superintendent as designated by BES) shall be directly responsible for the day to day management of the BES Assigned Personnel pursuant to this Agreement. Persons provided to the Academy by BES shall not be considered employees of the Academy for any purpose. Consistent with the status of an independent contractor, BES shall be self-directed in its activities and shall determine its own methods and manner for performing the services to be performed under this Agreement, within the requirements of the Academy's Contract, applicable law and the overall policies and budgets established by the Academy, as the same may be amended by the Academy from time to time. As the sole employer of the Assigned Personnel, BES shall be responsible for hiring, firing, disciplining, evaluating and managing the Assigned Personnel. Notwithstanding the foregoing, BES and its Assigned Personnel shall be considered agents of the Academy Board solely for the limited purposes of compliance with the Federal Family Educational Rights and Privacy Act ("FERPA"), as amended, and its implementing regulations, 20 U.S.C. Section 1232g *et. seq.*; 34 CFR 99.31(a)(1)(i)(B), such that they are entitled to access educational records.

BES will be solely responsible for its acts and the acts of its agents, employees, and subcontractors. No provision of this Agreement shall restrict the Academy Board from waiving its governmental immunity or require the Academy Board to assert, waive or not waive its

governmental immunity.

F. Other Activities. BES shall remain free to engage in other independent contracting activities, provided, however, that BES shall at all times remain available to perform its services under this Agreement in a first-class manner and shall refrain from engaging in any activities which it knows or reasonably should know are inconsistent with, interfere with, or are in conflict with any of the terms of this Agreement, the Contract, or the business or operational interests of the Academy.

G. Lease and Loan Agreements. If the Academy intends to enter into a lease, execute promissory notes or other negotiable instruments, or enter into a lease-purchase agreement or other financing relationships with BES, then such agreements must be separately documented and shall not be a part of or incorporated into this Agreement.

ARTICLE III **OBLIGATIONS OF BES**

H. Educational and Administrative Services. BES shall be responsible for full implementation of the Services set forth in Exhibit A attached hereto and to supply the Assigned Personnel, including but not limited to all instructional and non-instructional staff to the Academy in accordance with this Agreement. BES shall be responsible for the management and operation of the Academy, including, but not limited to the following:

1. Student recruitment and admissions.
2. Student assessments, including testing, promotion and retention.
3. Student behavior management and discipline.
4. The acquisition of instructional materials, equipment and supplies, and the administration of any and all extra-curricular and co-curricular activities and programs approved and included in the Academy Budget.
5. Employment of all personnel assigned to work at the Academy and the management of all personnel and human resource functions.
6. All aspects of the Academy's business administration, including purchasing and office management.
7. All aspects of the Academy's finances, including but not limited to, accounting, general ledger management, financial reporting, payroll, payroll tax compliance, employee benefits and bond finance management.
8. All aspects of Food Service.

9. All aspects of facilities administration and maintenance.

I. Subcontracts. BES reserves the right to subcontract any and all aspects of the Services set forth in Exhibit A and Article III, A. above, subject to the prior approval of the Academy Board.

J. Place of Performance. BES reserves the right to perform some of the Services off site as set forth in Exhibit A such as: purchasing, finance, human resources and administrative functions offsite, unless prohibited by the Contract or applicable law.

K. Legal Requirements. In the performance of its Services to the Academy and the provision of Assigned Personnel to the Academy, BES agrees to comply with all federal, state, and local laws and regulations, and the requirements imposed under the Code and the Academy's Contract, unless such requirements are, or have been appropriately waived. BES shall comply with all other applicable laws and ordinances, including, but not limited to; the Family Medical Leave Act, Age Discrimination in Employment Act, as amended, Michigan's Elliott-Larsen Civil Rights Act, the Michigan's Persons with Disabilities Act, the Michigan School Code, the Michigan Department of Education rules and regulations, any applicable federal or state credit reporting acts, the Americans with Disabilities Act of 2008, as amended, Title VII of the Civil Rights Act of 1964, as amended, the Immigration and Reform Control Act as it relates to 1-9 verification, and all other federal, state and local laws- and- ordinances that-apply to employment rights and civil rights, public school academies, qualifications, certifications and licenses of BES Assigned Personnel, and any applicable orders, rules and regulations.

L. Taxes. BES shall be wholly responsible for paying all of its own taxes, including the taxes for its Assigned Personnel to the Academy, including, but not limited to, Federal, State and Local Income Taxes, FICA, FUTA, Workers' Disability Compensation and state and federal unemployment taxes. To the extent that any or all are applicable, BES shall defend, indemnify and hold harmless the Academy from and against any losses, assessments, taxes, costs, penalties, interest, premiums and attorney fees incurred by the Academy (a) related to any failure by BES and/or BES employees to. pay federal, state or local income, social security, workers' disability compensation, unemployment taxes, or other taxes or premiums and/or file returns in connection therewith, and/or (b) due to a determination by the federal, state or local government or other regulatory body having jurisdiction over any part of the Academy's operations to classify one or more of BES' employees as an employee of the Academy or a joint employee of the Academy and BES due to the actions or inactions of BES, or its agents and employees which shall be a proximate cause of such classification. Should such classification occur, the Academy shall have the option to pay any resulting tax and/or premium obligations and offset such payments against any amount coming due and owing to BES under this Agreement. BES shall acquire, as required by law, workers' disability compensation insurance for itself, its employees and agents and shall defend, indemnify and hold harmless-the Academy from and against any claims for workers disability compensation brought by or on account of BES or by any of its employees and/or agents. BES agrees that it will make all payments for benefits, salaries (including paid time off), retirement, workers' disability compensation, unemployment taxes and liability insurance for its employees and employees leased to the Academy or working on Academy operations and BES shall be liable for all such payments if BES does not seek reimbursement from the Academy for such costs within one year after such costs were incurred. The Parties acknowledge and agree that BES is the employer of record pursuant to the Internal Revenue Code Section 3401(d).

M. Benefits. Neither BES nor its employees, including Assigned Personnel to the Academy, shall be entitled to participate in any of the Academy's retirement programs or fringe benefits if or when offered and, unless otherwise agreed to by the Academy. BES will provide the following fringe benefits, which the Academy has agreed to reimburse BES and are included in the Academy budget: FICA, unemployment, workers' disability compensation insurance, medical insurance, life and disability insurance, retirement, and dependent life insurance. Any additional benefits from BES to its Assigned Personnel must be approved by the Academy Board for purposes of the budget only, or paid by BES exclusively.

N. Purchases of Equipment, Materials and Supplies. BES shall make no purchases of personal property, nor shall it engage in procurement of same. To the extent BES procures or purchases equipment, materials or supplies at the request of or on behalf of the Academy, BES shall not include any added fees, charges, or markup of fees to the cost of the equipment, materials or supplies purchased from a third party. If BES purchases equipment, materials and supplies on behalf of or as an agent of the Academy, such equipment, materials and supplies shall be and remain the property of the Academy. BES agrees that it shall comply with the Code (including, but not limited to, sections 1267 and 1274) as if the Academy were making these purchases directly from a third party supplier.

O. Unusual Events. BES agrees to timely notify the Academy Board of any anticipated or known material: (i) health or safety issues, (ii) labor, employee or financial problems, or (iii) problems of any type that could reasonably be expected to adversely affect the Academy in complying with its responsibilities under this Agreement.

ARTICLE IV **OBLIGATIONS OF THE ACADEMY BOARD**

P. Good Faith Obligation. The Academy Board shall be responsible for its fiscal and academic policies. The Academy Board shall exercise good faith in considering the recommendations of BES, including but not limited to, BES' recommendations concerning policies, rules, regulations and budgets as they relate to the Services rendered by BES and the Assigned Personnel.

Q. Assistance to BES. The Academy Board shall not hinder the operations of BES as described in this Agreement and, to the extent consistent with applicable law, shall timely furnish BES all documents and information necessary for BES to properly perform its responsibilities under this Agreement.

R. Unusual Events. The Academy Board agrees to timely notify BES of any anticipated or known material: (i) health or safety issues, (ii) labor, employee or funding problems, or (iii) problems of any other type that could reasonably be expected to adversely affect BES in complying with its responsibilities under this Agreement.

S. Working Facilities. BES may utilize the premises and facilities of the Academy in rendering services pursuant to this Agreement, including existing Academy infrastructure, such as internal mail service, copiers, computers, internet access and email addresses. The Academy

shall, upon request by BES, make available a reasonable accommodation: to any BES Assigned Personnel entitled to such under the Americans with Disabilities Act of 2008, as amended, the Federal Rehabilitation Act of 1973, Michigan's Persons with Disabilities Act, or any other applicable law. The Academy will make accommodations for any educational, legal, liability, or risk training necessary in order for BES to carry out its responsibilities or liabilities assumed under this Agreement. The Academy shall also provide a workplace that is in compliance with any requirements of the ADAAA of 2008, as amended, the Federal Rehabilitation Act of 1973 or applicable federal, state or local law.

The Academy shall provide BES Assigned Personnel with legally-mandated written safety procedures specific to public schools for assigned areas; including but not limited to tornadoes, hazardous materials, blood borne pathogens, and power failures. Mandated protections will be the responsibility of the Academy and will include but not be limited to uniforms, gloves, immunizations or equipment.

Upon request by BES, the Academy Board shall provide BES with suitable administrative office space at the Academy, provided: (i) the requested space is available and can be provided without materially prejudicing the Educational Program, and (ii) the requested space is used only for activities related to the Academy. The space shall be provided at no cost to BES.

T. Retained Authority. The Academy Board shall retain the authority to make reasonable regulations in accordance with applicable law relative to anything necessary for the proper establishment, maintenance, management, and operation of the Academy, including, without limitation, rules and regulations relative to the conduct of pupils while in attendance at the Academy or en route to and from the Academy.

ARTICLE V

FINANCIAL ARRANGEMENTS

U. No Related Parties or Common Control. BES will not have any role or relationship with the Academy that, in effect, substantially limits the Academy's ability to exercise its rights, including cancellation rights, under this Agreement. The Academy Board may not include any director, officer or employee of a management company that contracts with the Academy. In furtherance of such restriction, it is agreed between the Academy and BES that none of the voting power of the governing body of the Academy will be vested in BES or its directors, members, managers, officers, shareholders, and employees, and none-of the voting power of the governing body of BES will be vested in the Academy or its directors, members, managers, officers, shareholders, and employees. The Academy and BES shall not employ the same individuals, nor will the Academy and BES enter into a co-employment or joint employment relationship with regard to any staff. Further, the Academy and BES will not be members of the same controlled group, as defined in Section 1.150-1 (f) of the regulations under the Internal Revenue Code of 1986, as amended, or related persons, as defined in Section 144(a)(3) of the Internal Revenue Code of 1986, as amended.

V. Payment for BES Assigned Personnel. The Academy shall pay to BES all direct costs incurred by BES in connection with the BES Assigned Personnel. These direct costs include, but are not limited to: all payroll (including paid time off) all applicable federal, state and local taxes, fringe benefits limited to medical insurance, life and disability insurance, dependent life insurance and retirement as approved in the Academy's budget, all workers

compensation premiums, all BES insurance premiums, and all unemployment compensation charges from the effective date of this Agreement. All federal or state tax credits, savings or deductions (including but not limited to IRC Section 125) are the property of BES as the employer of record. Any required adjustment to federal, state or local taxes or insurance premiums applicable to this Agreement, or change in status of the BES Assigned Personnel shall be effective on the date of such adjustment or change. BES shall at all times remain responsible for payment of such benefits, taxes, contributions, premiums and payrolls, it being understood by the parties, however, that the ability of BES to comply with this requirement is contingent upon timely payment by the Academy.

W. Management Fee and Payment for Services Set Forth in Exhibit A. The Academy shall pay BES a management fee of eight percent (8%) of the Revenues the Academy receives from the State for per pupil state aid. The Academy Board will pay or reimburse BES for costs and expenses upon properly presented documentation and approval by the Academy Board. No corporate costs of BES shall be charged to or reimbursed by the Academy. Marketing and development costs paid by or charged to the Academy shall be limited to those costs specific to the Academy program and shall not include any marketing and development of BES. The management fee shall cover the costs of the BES' Services set forth in Exhibit A attached hereto. Any services to be provided by BES that are included in the management fee but are performed by a subcontractor shall not be charged to, reimbursed by, or passed through as an additional cost to the Academy. The Academy will also reimburse BES for any reasonably incurred out of pocket or business expenses normally occurring in providing the Services set forth in Exhibit A and this Agreement, provided such expense(s) are approved in advance by the Academy Board or are otherwise accounted for by the Object Code in the Academy Budget. Reimbursement to BES shall be as follows:

1. BES shall invoice the Academy on the 1st of 'the month preceding the payroll distribution for the following month, which the Academy shall pay on the 21st of the month preceding the payroll distribution for the following month. The invoice submitted by BES shall include the amount due for the management fee, payroll, payroll taxes, and the cost of benefits for BES Assigned Personnel. BES shall provide the Treasurer or board appointee with a documented invoice, satisfactory to the Academy, for the payment.

2. For any other costs or expenditures incurred by BES, other than set forth in Section C, 1. above, BES shall provide the Treasurer of the Academy or Academy Board appointee with a documented invoice, satisfactory to the Academy, indicating that BES has incurred the costs or expenditures which the Treasurer of the Academy or Academy Board appointee shall consider for approval within fifteen (15) days of receipt of the invoice.

X. Reporting. BES shall provide the Academy and the University with:

1. All information the Academy's auditors and/or University reasonably request.
2. Reports on Academy operations, finances, and student performance, upon request of the Academy, the Authorizer or the State of Michigan, and on a periodic basis as requested by the Academy Board.

3. Monthly financial statements in Michigan Chart of Accounts format that at a minimum include a balance sheet, a cash flow statement and an object- level detailed statement of revenues, expenditures and changes in fund balance that includes a comparison of budget-to-actual information and an explanation of variances.

4. Level of compensation and fringe benefits, if any, for BES Assigned Personnel.

5. Other information on a periodic basis to enable the Academy to monitor the efficiency of BES' Services set forth in Exhibit A of this Agreement to the Academy, and the overall management and operations of the Academy.

Y. Compliance with Rev. Proc. 2017-13. The Academy has entered into one or more transactions in which the Academy has warranted to comply with Section 103 of the Internal Revenue Code of 1986, as amended, and to take all necessary actions in order to maintain the federal tax exemption of the interest component of payments under such transactions, to this end, the Academy and BES make the following representations regarding this Agreement:

1.

- (a) BES' compensation under the Agreement is reasonable and is not based, in whole or in part, on a share of the net profits and/or a share of the net losses from the operation of the Academy or upon the disposition, damage or destruction of the Academy's property;
- (b) The Agreement does not pass along to BES the burden of bearing any share of the net losses from the operation of the Academy or upon the disposition, damage or destruction of the Academy's property;
- (c) The term of the Agreement is not greater than 30 years or 80 percent of the useful life of the Academy's tax-exempt bond-financed school facility (if shorter) including all renewal options;
- (d) The Academy bears the risk of loss upon the disposition, damage or destruction of the Academy's property; and
- (e) BES is not entitled to and will not take any federal tax position that is inconsistent with being a service provider under this Agreement to the Academy.

Further, with regard to governance;

- (f) None of the voting power of the governing body of the Academy is vested in the directors, officers, shareholders, partners, members, and employees of the service provider, as such an arrangement would be contrary to Michigan law;

- (g) The governing body of the Academy does not include the chief executive officer of the service provider or the chairperson (or equivalent executive) of the service provider's governing body; and
- (h) The chief executive officer of the service provider is not the chief executive officer of the PSA or any of the PSA's related parties (as defined in §1.150-1(b)).

Z. Records. BES shall keep accurate records pertaining to its management and operation of the Academy, together with all Academy records prepared by or in the possession of BES, and, unless required by law to be retained for a longer period, retain all of said records for a period of seven (7) years from the close of the fiscal year to which such books, accounts and records relate. All financial, educational, student and Academy personnel records pertaining to the Academy are Academy property. Such records are subject to the Michigan Freedom of Information Act. All Academy records shall be physically or electronically available, upon request, at the Academy's physical facilities and shall be maintained in accordance with applicable federal and state law and the policies of the Michigan Department of Education ("MDE"). Except as permitted under the Contract and applicable law, this Amended Agreement shall not restrict the University's or the public's access to the Academy's records.

Except as permitted under the Code, BES shall not sell or otherwise provide to a for-profit business entity any personally identifiable information that is part of an Academy student's education records. If BES receives information that is part of the Academy's student's education records, BES shall not sell or otherwise provide the information to any other person except as permitted under the Code. In the event that there is a data breach of personally identifiable information from the Academy education records or other information not suitable for public release, the Parties agree to comply with the applicable procedures and/or guidance from the United States Department of Education and/or the Michigan Department of Education pertaining to such issues. For the purposes of this section, the terms "education records" and "personally identifiable information" shall have the same meaning as those terms in section 1136 of the Code.

The employment records of BES employees shall be maintained by BES. BES and the Academy shall maintain the confidentiality of personnel, student and other records as required by law. BES shall complete any and all reports with regard to its employees that are required by applicable law and shall assist the Academy in timely complying with any and all compliance and reporting obligations it may have to the Michigan and the United States Departments of Education, the Authorizer, or as otherwise mandated by applicable law.

For purposes of compliance with the MDE and the Michigan State Police ("MSP") requirements regarding fingerprinting and criminal history background checks for employees of BES, which became effective January 1, 2014, all Criminal History Records Information ("CHRI") of BES staff must be retained by the Academy, electronically or physically, and BES may not retain the CHRI.

AA. Information to be Provided By BES. BES shall make information available concerning the operation and management of the Academy, including without limitations, the information described in Schedule 4 of the Academy's Charter Contract with EMU, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to

fully satisfy its obligations under the law. BES shall further make all information available to the Academy Board that a school district is required to disclose under MCL 388.1618 for the most recent fiscal year for which the information is available.

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

AC. Review of Budget. BES shall recommend an annual operating budget, prepared in accordance with the Michigan Uniform Budget and Accounting Act, to the Academy Board no later than the annual budget hearing, which is approved by the Board each year to be adopted by July 1st, as required by the Authorizer and the State of Michigan. The Academy Board shall be responsible for reviewing, revising, and approving the annual budget of the Academy. BES shall make periodic suggested budget amendments to the Board, as needed and required under applicable law, during the budget fiscal year. The Academy Board must approve any and all budget amendments in accordance with the Contract and applicable law. Within 15 days after the Academy's Board adopts its annual operating budget for the following school fiscal year, or after the Academy's Board adopts a subsequent revision to that budget, the Academy shall make all of the information as required by Section 18(e) of the State School Aid Act of 1979, MCL 380.1618 available on the Academy's website home page, in the form and manner prescribed by the Michigan Department of Education.

AD. Annual Audit. The Academy Board shall select, retain, and pay for an independent annual financial audit in accordance with the Contract and applicable state law. BES shall cooperate with said auditor and will make sure that all of the Academy's financial records and BES records related to the Academy are made available to the Academy and the Academy's independent auditor. Under no circumstances shall BES recommend or engage an auditor for or on behalf of the Academy Board.

AE. Obligations of the Academy's Treasurer. No provision of this Agreement shall alter the Academy Board Treasurer's legal obligation to direct that the deposit of all funds received by the Academy be placed in the Academy's depository account as required by law. The signatories on the Academy Board accounts shall be Academy Board members and may also include a properly designated staff employee of BES. Interest income earned on Academy accounts shall accrue to the Academy.

ARTICLE VI **PERSONNEL & TRAINING**

AF. Academy Personnel. As of the effective date of this Agreement, the Academy Board shall not employ any personnel. All of the BES Assigned Personnel and the individuals who perform the Services set forth in Exhibit A shall be and remain employees of BES.

AG. BES Personnel. All BES Assigned Personnel shall meet the qualifications, certifications, licenses and any other federal, state or local requirements for their position as required by the Charter Contract, applicable law and administrative rules and regulations. BES shall enjoy the sole and exclusive right to screen, hire, fire, evaluate, train and discharge its Assigned Personnel. Unless required by applicable statute, court, or administrative decision or an Attorney General opinion, BES shall not make payments to the Michigan Public School Employees' Retirement System ("MPERS") or any other public retirement system on behalf of its employees. In the event of a finding that payments to MPERS or other public retirement system are due on behalf of or to BES Assigned Personnel, BES shall be solely responsible for the payment of such benefit to its employees. In addition, as of the date of this Agreement, the Academy is not required by applicable law, to provide tenure to its administrators or certified teachers. BES shall not engage in any practice that abrogates this protection. BES shall conduct employee evaluations consistent with Sections 1249 and 1250 of the Code, as applicable.

AH. School Leader. The School Leader shall be an employee of BES and not the Board. The duties and terms of the School Leader's employment shall be determined by BES. The School Leader shall work with BES in the operation and management of the Academy. The School Leader shall attend meetings of the Board and shall provide reports to the Board. The accountability of BES to the Academy is an essential foundation of this Agreement. BES shall have the authority, consistent with this Article, to select, hire, evaluate, assign, discipline, transfer and terminate the School Leader, and to hold the School Leader accountable for the performance of the Academy. Without limiting the foregoing, BES shall communicate with the Academy Board prior to the placement and/or removal of the School Leader. Absent compelling circumstances, the communication shall commence at least thirty (30) days prior to BES placing and/or removing the School Leader. BES shall give due consideration to the input of the Board or the Board's designated representative prior to making a final decision regarding placement and/or removal of the School Leader.

As the employer, BES shall be solely responsible for the performance evaluation of the School Leader. BES shall seek feedback from the Board prior to completing the state required performance evaluation(s) of the School Leader.

AI. Teachers. BES shall assign teachers qualified to teach their assigned subjects and grade level. The curriculum taught by the teachers shall be consistent with the Educational Program as determined by the Academy Board. The teachers may, at the discretion of BES, be assigned to work at the Academy on a full or part time basis . Each teacher assigned to work at the Academy shall hold a valid teaching certificate issued by the state board of education or applicable state agency to the extent required by the Code and any other licenses, certifications or endorsements that may be required.

AJ. Support Staff. BES shall assign qualified support staff as needed for BES to operate the Academy in an efficient manner. An individual assigned to work at the Academy that is not teaching, but for which a license and/or certification is required under applicable law, shall have the appropriate license and/or certification.

AK. Training. BES shall provide or procure training to all teaching personnel on a regular basis. Instructional personnel shall be required to obtain at least the minimum hours of professional development as required by applicable law. Non-instructional personnel shall

receive training as BES determines reasonable and necessary under the circumstances. The Academy Budget shall include monies for professional development and training.

Criminal Background Checks.

1. **Compliance with School Safety Initiative.** In accordance with applicable law, BES acknowledges and agrees that unless the Academy notifies it that it is not subject to the provisions of Michigan Public Act 84 of 2006, as amended (hereafter "PA 84 of 2006"), BES will have its, and any of its agents, employees or representatives who will be on the Academy's premises, or perform work for the Academy, fingerprinted and subjected to criminal history and background checks through the Michigan State Police and Federal Bureau of Investigation, as detailed in PA 84 of 2006, prior to commencing any work under this Agreement. BES further agrees to provide the Academy with a copy of all fingerprinting and criminal history background reports prior to commencing any work under this Agreement as permitted by applicable law. BES and the Academy understand and agree that the MDE and MSP have issued new requirements for criminal history checks and Criminal History Record Information ("CHRI"), effective January 1, 2014. Therefore, the Academy and BES agree to establish policies and procedures that comply with these requirements and as they are lawfully amended. The Academy acknowledges that no individual may begin work as an employee of BES, or otherwise undertake any performance under this Agreement prior to the time such employee is legally permitted to begin employment pursuant to applicable law and such individual is hired by BES. The cost of the fingerprinting and criminal background checks shall be paid by the Academy.

2. **Compliance with PA 84 of 2006.** In addition, unless notified that the Academy is not subject to PA 84 of 2006, BES represents and warrants to the Academy that it will at all times during the term of this Agreement be in compliance with the provisions of PA 84 of 2006. BES and the Academy agree to establish appropriate practices and procedures to comply with applicable law and the requirements of the MDE and MSP to obtain and ensure that within three (3) business days of when BES (severally), or any of its agents, employees or representatives who will be on the Academy's premises, or provide services to the Academy are charged with a crime listed in Section 1535a(1) or 1539b(1) of the Revised School Code, being MCL 380.1535a(1) and 380.1539b(1), a substantially similar law, or other crimes required to be reported under PA 84 of 2006, that BES shall immediately report to the Academy if that person is subsequently convicted, pleads guilty or pleads no contest to that crime.

3. **Unprofessional Conduct Checks.** BES further acknowledges and agrees that it will conduct unprofessional conduct checks, in accordance with MCL 380.1230b.

4. **Compliance with Immigration Laws.** BES shall be responsible for compliance with all Federal laws related to the Immigration Reform and Control Act of 1986, as amended, including but not limited to, the screening of potential BES Assigned Personnel for verification of employment and filing Form I-9 or its successor form.

AL. Terms of Employment. No member of BES Assigned Personnel shall be subject to any covenant not to compete or other employment restriction as part of the terms of his or her

employment with BES for services provided to the Academy. BES shall at all times comply with the terms and conditions of the Contract related to the prohibitions of certain specified family relationships. No person performing services at the Academy shall be compensated for performing the functions of more than one full-time position, except that BES staff that provides tutoring, works in after school and/or summer programs shall be paid for their additional work.

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

ARTICLE VII **TERMINATION OF AGREEMENT**

AN. Termination By BES. BES may terminate this Agreement with or without cause with sixty (60) days written notice to the President of the Academy Board.

AO. Termination by the Academy. The Academy may terminate this Agreement with or without cause with sixty (60) days written notice to the authorized BES agent set forth in the Notice provision. However, in the event that BES activities are deemed to be inconsistent, by the Internal Revenue Service, with charitable and educational purposes under Section 501(c)(3) of the Internal Revenue Code, the Academy may terminate this Agreement immediately upon written notice to the authorized BES agent.

AP. Termination of this Agreement Mid-year. Termination of this mid-year may cause a breach of this Contract. The Parties will 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 Parties agree to work cooperatively to transition management and operations of the school without disrupting the school's operations. BES shall perform this transition in a similar manner as described under Subsection E of this Part based upon completion of the then-current school period.

AQ. Change in Law. If any federal, state, local law, rule, ordinance or regulation, or court decision has a material adverse impact on the ability of either party to carry out its obligations under this Agreement, then either party, upon written notice, may request to renegotiate this Agreement. If the parties are unable or unwilling to renegotiate the terms of this Agreement, within sixty (60) days after the written notice, the party requesting the renegotiation may terminate this Agreement on thirty (30) days additional written notice, to be effective as outlined in subparagraph D, below. Recognizing the Academy's current tax-exempt debt financing pursuant to IRS Code, the parties agree that this Agreement shall be automatically amended for the sole and limited purpose of compliance with Revenue Procedure 97-13, and/or its progeny. Any automatic amendment shall be limited as practicable, and the parties shall promptly execute a written agreement reflecting the amendment.

AR. Effective Date of Termination. In the event that this Agreement is terminated by either party prior to the end of the term specified in Article I, the termination will become effective on June 30, 2024, or the termination shall become effective upon the completion of the

sixty (60) day written notice period. Termination shall become effective immediately upon the event described in Article VII B.

AS. Transition Upon Termination or Expiration. Notwithstanding the provisions of Section B of this Article VII above, unless terminated because the activities or BES' performance hereunder is deemed to be inconsistent with charitable and educational purposes described in Section 501(c)(3) of the Internal Revenue Code, upon termination, BES shall work for a period up to ninety (90) days if deemed necessary by the Academy to transition to a new Educational Service Provider ("ESP"). The fee shall be in accordance with the compensation stated herein. However, upon termination or expiration of this Agreement, or this Agreement is terminated due to a Contract revocation, reconstitution, termination or non-renewal, BES shall, without additional charge (i) close the books on the then-current fiscal quarter 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 the Academy's records, both electronic and hard-copy, for transition to the new ESP, self-management or dissolution; (iii) 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; (iv) 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 BES to the Academy; (v) provide supportive transition services to ensure ongoing continuity of Hope Academy's financial management structure, Academy Board management, and the oversight of the transition to archive Board documents and binders; (vi) 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.

AT. Other Responsibilities Upon Termination. The Academy and BES shall each remain responsible for:

1. All fees, payments and other charges arising under this Agreement prior to the effective termination date;
2. All obligations arising prior to the effective date of termination which are allocated by other provisions of this Agreement;
3. Any respective obligations under this Agreement for matters accruing during the term of this Agreement, including, without limitation, representations and warranties, the duty of indemnification and the parties' respective enumerated responsibilities. The confidentiality obligations of the parties shall survive termination of this Agreement; and
4. Any termination charges as provided for and allocated in this Article.

AU. Revocation or Termination of Contract. If the Academy's Contract issued by the Eastern Michigan University Board of Regents is revoked, terminated or a new charter contract is not issued to the Academy after expiration of the Academy's Contract, this Agreement shall

automatically terminate on the same date as the Academy's Contract is revoked, terminated or expires without further action of the parties.

AV. BES' Failure to Cure. Any action or inaction by BES that is not cured with sixty (60) days written notice thereof which causes the Academy's Contract to be revoked, terminated, suspended or which causes the Contract to be put in jeopardy of revocation, termination or suspension by the University is a material breach.

AW. No Penalty for Early Termination. If the Authorizer determines to exercise its prerogative under MCL 380.507(7) and/ or the Contract to reconstitute the Academy by requiring the termination or amendment to this Agreement there shall be no cost or penalty to the Academy.

AX. In the event that the Academy is required (i) to close an Academy site pursuant to a notice issued under Section 507, 528 or 561 of the Code; or (ii) to undergo a reconstitution pursuant to Section 507, 528 or 561 of the Code and the Contract Terms and Conditions, and such closure of an Academy site or reconstitution causes an amendment to or termination of this ESP Agreement, the Parties agree that this ESP Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy, and BES shall have no recourse against the Academy or the University Board for implementing such site closure or reconstitution.

AY. Dispute Resolution Procedure. Any and all disputes between the parties concerning any alleged breach of this Agreement, or arising out of or relating to the interpretation of this Agreement, or the parties' performance of their respective obligations under this Agreement, shall be resolved by arbitration, and such procedure shall be the sole and exclusive remedy for such matters. The parties explicitly waive their rights, if any, to a jury trial. The parties shall attempt to mutually agree upon a single arbitrator. If the parties cannot mutually agree upon a single arbitrator, the parties shall select a single arbitrator, in accordance with the rules of the American Arbitration Association. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association, with such variations as the parties and arbitrator unanimously accept. A judgment on the award rendered by the arbitrator may be entered in any court having appropriate jurisdiction. The cost of the arbitration shall be paid equally by the parties. Each party shall be responsible for its own costs and attorney fees. A cause opinion (written explanation including findings of fact and legal analysis) as to the final decision shall be required. Eastern Michigan University shall be notified of said decision and, upon its request, the cause opinion shall be made available to the University.

ARTICLE VIII

PROPRIETARY INFORMATION

AZ. Proprietary Information. The Academy owns all proprietary rights to all curriculum or educational materials that were or are directly developed and paid for by the Academy, or that are developed by BES at the direction of the Academy Board with Academy funds. All curriculum or educational materials that are developed by BES with Academy funds (herein the "Developed Works") shall be considered to be "works made for hire" under the U.S. Copyright Act, and the Academy shall be deemed the owner of such Developed Works whether

this Agreement is completed or terminated by one or both of the parties. In the event any such Developed Works may not, by operation of law, be considered works made for hire (or if ownership of all right, title and interest therein shall not vest exclusively with the Academy), BES hereby confirms that without further consideration it shall be deemed to have automatically assigned upon creation the ownership of all rights, title and interest of the Developed Works to the Academy. BES agrees to execute and deliver to the Academy such assignments or other instruments as the Academy may require from time to time evidencing the Academy's ownership of the Developed Works.

BES owns all proprietary rights to curriculum and educational materials previously developed or copyrighted by BES, and to curriculum and educational materials developed by BES not using funds from the Academy. BES and the Academy shall each have the sole and exclusive right to license materials for which they own proprietary rights for use by other school districts, public schools and customers or to modify and/or sell material to other schools and customers. The Academy and BES each shall use reasonable efforts to ensure that its personnel and agents refrain from disclosing, publishing, copying, transmitting, modifying, altering or utilizing proprietary information owned by the other party. Any educational materials and teaching techniques used by the Academy are subject to disclosure under the Code and the Freedom of Information Act.

BA. Public Records. Notwithstanding anything to the contrary in this Agreement, the parties acknowledge that certain records are subject to the Michigan Freedom of Information Act and other lawful process of courts and tribunals of appropriate jurisdiction.

ARTICLE IX **INDEMNIFICATION**

BB. Indemnification. To the extent permitted by law, each party to this Agreement agrees to indemnify and hold the other party and the Authorizer (the "Indemnified Party"), harmless from and against any and all claims, actions, damages, expenses, losses or awards which arise out of (i) the negligence of the indemnifying party, (ii) any action taken or not taken by the indemnifying party, or (iii) any noncompliance or breach by the indemnifying party of any of the terms, conditions, warranties, representations, or undertakings contained in or made pursuant to this Agreement. As used in this subsection, Indemnified Party shall include the party's Regents, directors, officers, employees, agents, representatives and attorneys. Such indemnification may be achieved by the joint purchase of general liability and property insurance policies, or by such other means as the parties may mutually agree. Notwithstanding anything in this Agreement to the contrary, the Academy Board shall not be precluded by the terms of this Agreement from asserting or declining to assert a claim of governmental immunity.

The parties agree that the indemnification provision shall not be limited to claims, expenses or liabilities for which one of the parties is solely liable, but also applies to claims, expenses, or liabilities for which the parties are claimed to be or are jointly liable. In the event of alleged joint liability, if either party pays funds it may offset such payments against any amount coming due and owing to the Academy under this Agreement. Each party agrees to notify the other of any claim or judgment to which this indemnification provision may apply. Further, the parties agree not to settle any claim without the prior written consent of the other party, which consent will not be unreasonably withheld. Each party's indemnification obligations survive the termination or expiration of this Agreement.

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

ARTICLE X **INSURANCE**

BD. Insurance Coverages. The Academy and BES shall each maintain such policies of insurance as required by the Contract and the Michigan Universities Self-Insurance Corporation ("MUSIC"), or applicable law. At a minimum, each party shall maintain an umbrella liability policy of not less than Two Million Dollars (\$2,000,000.00) (or such greater amount if required by the terms of the Charter, MUSIC or applicable law). Each party shall maintain general liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence (or such greater amount if required by the terms of the Charter, MUSIC or applicable law), with the other party listed as an additional insured if permitted by MUSIC. The Academy shall maintain insurance on its facility and related capital items leased by the Academy, as required by the terms of the Academy's lease(s). In the event that MUSIC requests any change in coverage by the parties, the parties agree to comply with any change in the type and amount of coverage requested by MUSIC within thirty (30) days after notice of the insurance coverage change is provided to BES. BES insurance shall be separate from and in addition to the insurance the Academy Board is required to obtain under the Contract. BES shall provide evidence of its insurance coverages to the Academy Board and the Authorizer, if requested to do so.

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

BF. Academy as Additional Insured. BES shall name the Academy as an additional insured on all of its policies of insurance required by MUSIC, including, but not limited to, its Employment Practices Liability Insurance in amounts and on such terms as the Authorizer and Academy Board may require.

BG. Obligations with Respect to Insurances. Each party shall ensure that its relevant policies of insurance do not exclude abuse or sexual molestation, and affirmatively include coverage for abuse and sexual molestation. Each party shall, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this Article. Each party shall comply with any information or reporting requirements required by the

other party's insurer(s), to the extent reasonably practicable. The Parties shall be entitled to obtain legal counsel of its choosing to defend any and all claims. Each party shall provide (30) days advance written notice of any cancellation, non-renewal or material change in any of the policies maintained in accordance with this Agreement.

ARTICLE XI

WARRANTIES AND REPRESENTATIONS

BH. Academy Warranties and Representations. The Academy Board warrants and represents that, on behalf of and in the name of the Academy, it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement such that the Academy's execution, delivery and performance of this Agreement does not violate any terms or provisions of any separate contract, applicable laws or other policies. The Academy Board warrants that its actions have been duly and validly authorized, and that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement.

BI. BES Warranties and Representations. BES warrants and represents that it is a non-profit corporation in good standing and is authorized to conduct business in the State of Michigan. BES agrees to comply with all registration and licensing requirements relating to conducting business under this Agreement. The Academy Board agrees to assist BES in applying for such licenses and permits and in obtaining such approvals and consents.

BJ. Mutual Warranties. The Academy Board, on behalf of the Academy, and BES mutually warrant to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

ARTICLE XII

MISCELLANEOUS

BK. Sole Agreement. This Agreement is the entire agreement between the parties relating to the subject matter herein and supersedes and replaces all prior negotiations and agreements. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by the authorized representative of each party and done in a manner consistent with Authorizer's Educational Service Provider Policies. Said amendment shall not be contrary to this Section and it must be accompanied by a Legal Opinion.

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

BM. Notices All notices, demands, requests, and consents under this Agreement shall be in writing, shall be delivered to each party, and shall be effective three (3) days after depositing in the U.S. mail; and shall be effective one (1) day after sending by a nationally recognized overnight delivery service to the respective addresses set forth below, or at such other address as maybe furnishes by a party to the other party:

To the Academy: Board President, Hope Academy
12121 Broadstreet
Detroit, MI 48204

With a Copy to : Reginald M. Turner, Jr., ESQ.
ClarkHill PLC
500 Woodward Ave., Suite 3500
Detroit, MI 48226

To BES: BFDI Educational Services, Inc., Manager
2995 E. Grand Boulevard
Detroit, MI 48202

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

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

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

BQ. Assignment BES may assign this Agreement with the prior written approval of the Academy Board, however, this Agreement shall not be assignable without prior notification to the University's Charter Schools Office. Any such assignable party shall be considered an Educational Service Provider, as defined by the University's Educational Service Provider Policies. As such, any assignable party shall follow the requirements set forth in the Educational Service Provider Policies.

BR. Survival of Termination All representations, warranties, and indemnities made herein shall survive termination of this Agreement.

BS. Governing Law. This Agreement shall be governed by and enforced in accordance with the laws of the State of Michigan.

BT. Amendment. In the event this Agreement is amended, the submission requirements outlined in Section A of the University's Educational Service Provider Policies apply. Any amendments to this Agreement will be added to the Academy's Charter Contract through the Charter Contract amendment process identified in the Charter Contract Terms and Conditions.

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

BV. Compliance with Law. The parties to this Agreement agree to comply with the Charter Contract and all applicable law.

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

**BFDI EDUCATIONAL SERVICES, INC., a
Non-profit Corporation**

BY_

ITS Chief Executive Officer

DATE: July 9, 2020

HOPE ACADEMY, a Michigan Public School Academy

ITS

DATE:

President

7/9/20

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21

CONTRACT SCHEDULE 6

Physical Plant Description

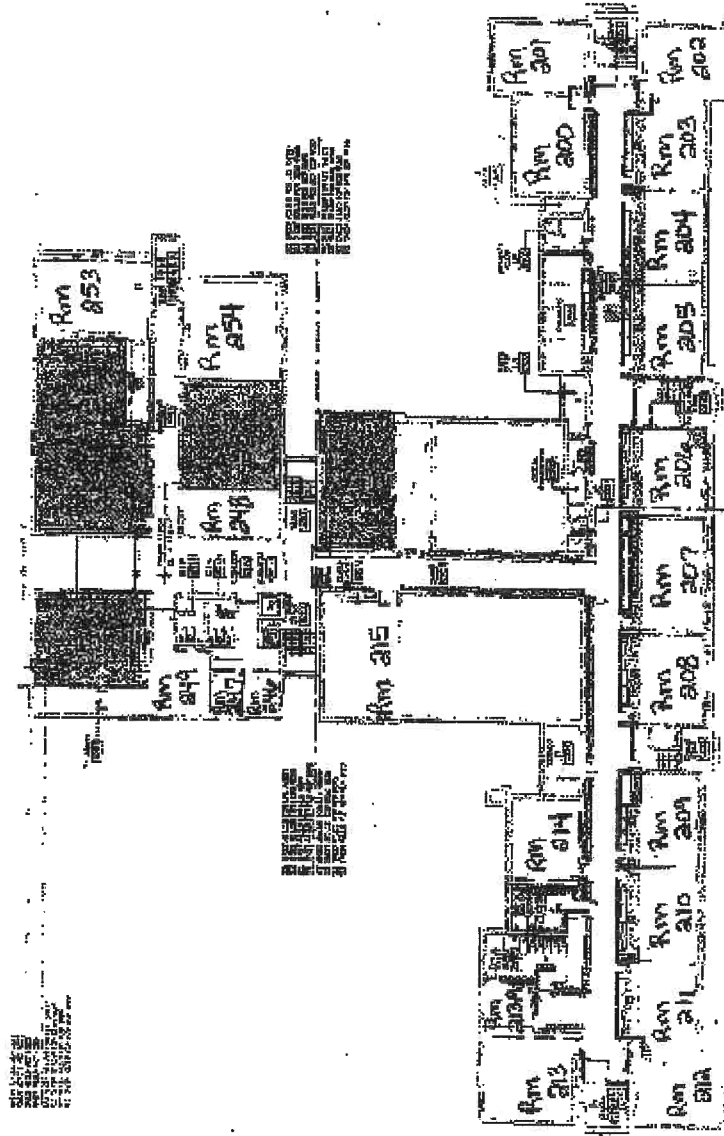
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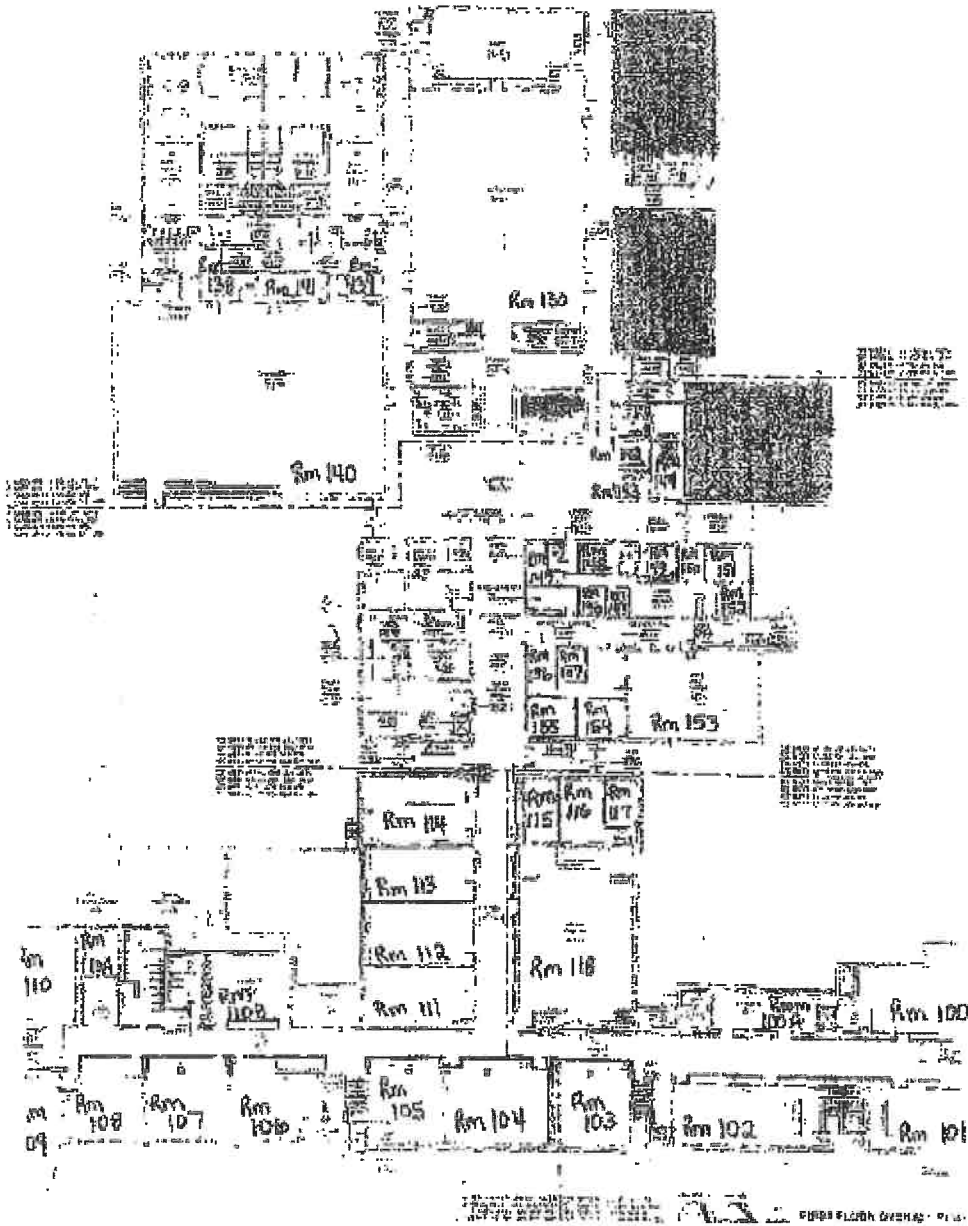
Hope Academy School District is a Single Building Public School Academy (PSA) serving students in grades K-8. We are located at 12121 Broadstreet Avenue, Detroit MI 48204, near I-96 (Jefferies Freeway) off Livernois Avenue. The present school facility was previously owned by Detroit Public Schools and operated as Winterhalter School. Hope Academy relocated to its present site in February 2012. The Academy serves grades Kindergarten through 8.

This facility is approximately 125,000 square feet. It includes 30 classrooms, 2 flexible rooms, 6 specialty rooms, a library/media room, multi-purpose space (atrium and 3 "common areas"), parent resource center, gymnasium, locker rooms, cafeteria/auditorium, full kitchen, offices, staff lounge and conference room. The current class size of each grade level is an average of 26 students. The enrollment capacity of the school is 756 students.

All areas of the building are heated and air-conditioned except the gymnasium. The school has multiple roof top Heating, Cooling and Ventilation Units (HVAC) that provide year round temperature controlled heating and cooling ventilation throughout the building. There are also two boilers and 3 air handler units that support the two largest HVAC Units. There is a passenger elevator in the newer wing to serve the needs of students, staff, parents and community. As a safety and security feature, a special key that is issued to authorized staff, has to be used to operate the elevator.

The acquisition of this facility included a complete renovation of the all areas students and staff would have access to. The financing of this facility was through the sale, by the Academy, of its Municipal obligation under and pursuant to a certain financing agreement, State School Aid Payment Agreement and Direction, Trust Indenture, Mortgage and other related documents (collectively the "Financing Documents") to the Michigan Finance Authority as part of the issuance of its Michigan Finance Authority Public School Academy Limited Obligation Revenue Bonds (Hope Academy Project) Series 2011 and more fully described in the Financing Documents.





CERTIFICATE OF USE AND OCCUPANCY

PERMANENT

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes/Building Division
P. O. Box 30254
Lansing, MI 48909
(313) 241-9317

Building Permit: B031944
Hope Academy/Renovations Phase I
12121 Broadstreet
Detroit, Michigan
Wayne County

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

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 100.6 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.



Larry Lehman, Chief
Charles E. Castle, Assistant Chief
Building Division

April 12, 2012

MORTGAGE

HOPE ACADEMY
as Mortgagor

to

THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.
as Mortgagee

Relating to:

\$8,885,000
MICHIGAN FINANCE AUTHORITY
PUBLIC SCHOOL ACADEMY LIMITED OBLIGATION REVENUE BONDS
(HOPE ACADEMY PROJECT), SERIES 2011

Dated as of April 1, 2011

Drafted by the when recorded,
return to:

Alan D. Szuma
Clark Hill PLC
151 S. Old Woodward Avenue
Suite 200
Birmingham, MI 48009

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MORTGAGE

THIS MORTGAGE ("Mortgage") is made as of April 1, 2011, by and between **HOPE ACADEMY**, as Mortgagor ("Mortgagor") and **THE BANK OF NEW YORK MELLON TRUST COMPANY, N.A.**, a national banking association duly organized and existing under the laws of the United States of America, in its capacity as bond trustee for the Bonds (as defined below), as Mortgagee ("Mortgagee").

PRELIMINARY STATEMENTS

A. The Mortgagor and the Michigan Finance Authority (the "Authority") have entered into a Financing Agreement, dated as of April 1, 2011 (the "Financing Agreement"), and the Mortgagor has issued a Municipal Obligation in favor of the Authority in the total amount of \$8,885,000 (the "Municipal Obligation") for the purpose of financing the acquisition of land and the construction, equipping and furnishing to a public school facility (the "Mortgaged Property") with the proceeds of the Authority's Public School Academy Limited Obligation Revenue Bonds (Hope Academy Project), Series 2011 in the aggregate principal amount of \$8,885,000 (the "Bonds") pursuant to the terms of a Indenture, dated as of April 1, 2011 (the "Indenture"), between the Authority and the Mortgagee, as trustee thereunder; and

B. The Mortgagor acknowledges that it is entering into this Mortgage as a condition to the Authority's obligations under the Financing Agreement and the Mortgagee's obligations under the Indenture and it is in its best interest and to its financial benefit to execute this Mortgage.

C. The Bonds are secured by the Security (as defined in the Indenture), including a lien on and security interest in the Mortgaged Estate (defined below) pursuant to this Mortgage, granted by Mortgagor.

GRANTING CLAUSES

FOR GOOD AND VALUABLE CONSIDERATION, including the indebtedness herein recited and the trust herein created, the receipt of which is hereby acknowledged, Mortgagor hereby irrevocably grants a security interest in, mortgages, warrants, grants, bargains, sells, transfers, conveys and assigns to Trustee and to its assigns forever, IN TRUST, WITH POWER OF SALE AND RIGHT OF ENTRY, for the benefit and security of Mortgagee, under and subject to the terms and conditions hereinafter set forth, all of Mortgagor's estate, right, title and interests in, to and under any and all of the following property now owned, together with all cash and noncash proceeds thereof, which may be referred to herein as the "Mortgaged Estate:"

LAND

The real property located in the County of Wayne, State of Michigan, described in Exhibit A attached hereto and by this reference incorporated herein (the "Land");

IMPROVEMENTS

Any and all buildings, structures, fixtures and improvements to be constructed on the Land, including, but not limited to, the fixtures, attachments, appliances, equipment, machinery, and other articles attached to such buildings and improvements (collectively, the "Improvements" and, together with the Land, the "Real Property");

RENTS, REVENUES AND DERIVATIVE INTERESTS

All rents, issues, profits and royalties derived from the Real Property and the operation thereof (collectively the "Revenues"); all estate, right, title and interest of Mortgagor in and to all leases or subleases covering the Real Property or any portion thereof now or hereafter existing or entered into, including, without limitation, all cash or security deposits, advance rentals and deposits or payments of similar nature; all right, title and interest of Mortgagor in and to all options to purchase or lease the Real Property or any portion thereof or interest therein, and any greater estate therein now owned; all interests, estate or other claims, both in law and in equity, which Mortgagor now has in the Real Property or any portion thereof or interest therein; all easements, rights-of-way and rights used in connection therewith or as a means of access thereto, and all tenements, hereditaments and appurtenances thereof and thereto, all right, title and interest of Mortgagor, now owned, in and to any land lying within the right-of-way of any street, open or proposed, adjoining the Real Property and any and all sidewalks, alleys and strips and gores of land adjacent to or used in connection with the Real Property (all of the foregoing in this paragraph being, collectively, the "Derivative Interests" and, together with the Real Property, the "Project");

INTANGIBLES

All of Mortgagor's interest in all existing and future accounts, contract rights, general intangibles, files, books of account, plans, specifications, agreements, permits, licenses and certificates necessary or desirable in connection with the acquisition, ownership, leasing, construction, operation, servicing or management of the Project, whether now existing or entered into or obtained after the date hereof, all existing and future names under or by which the Project or any portion thereof may at any time be operated or known (the "Intangibles");

CLAIMS AND AWARDS

All the estate, interest, right, title, other claim or demand, including claims or demands with respect to the proceeds of insurance in effect with respect thereto, which Mortgagor now has or may hereafter acquire in the Project or Intangibles and any and all awards made for the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the Project or Intangibles including, without limitation, any awards resulting from a change of grade of streets and awards for severance damages; and

PROCEEDS

All of the rents, revenues, issues, profits, products and proceeds of any and all of the foregoing.

A security interest is granted by this Mortgage in that portion of the Mortgaged Estate which constitutes personalty pursuant to and as set forth in Article IV hereof.

TO HAVE AND TO HOLD the Mortgaged Estate hereby granted or mortgaged or intended to be granted or mortgaged, unto Trustee, and its successors in trust, heirs and assigns, upon the terms, provisions and conditions set forth herein in fee simple forever.

PROVIDED, HOWEVER, that these presents are upon the condition that, if the Secured Obligations (as hereinafter defined) hereby shall be paid when due, and if Mortgagor shall keep, perform and observe all and singular the obligations, covenants, agreements and provisions in this Mortgage expressed to be kept, performed by and observed by or on the part of Mortgagor, then this Mortgage and the estate and rights hereby granted shall cease, determine and be void, but otherwise shall be and remain in full force and effect.

THIS MORTGAGE SHALL SECURE THE FOLLOWING INDEBTEDNESS AND OBLIGATIONS:

(i) Payment of indebtedness evidenced by the Bonds and all replacements, renewals, amendments, extensions, substitutions and modifications thereof bearing interest and being payable as provided therein;

(ii) Payment of all indebtedness and performance of all obligations and covenants of Mortgagor under the Financing Agreement and Municipal Obligation and each agreement of Mortgagor incorporated by reference therein or herein, or contained therein or herein;

(iii) Payment of all of the principal of and interest on any future advances under the Financing Agreement, this Mortgage, and any other instrument or other document given to evidence or further secure the payment and performance of any of the obligations thereunder; and

(iv) Payment of all other indebtedness and performance of all other obligations and covenants of Mortgagor contained in any other instrument given to evidence or further secure the payment and performance of any obligation secured hereby or thereby;

The indebtedness and the obligations secured by this Mortgage which are described in (i) through (iv) above may be referred to herein as the "Secured Obligations."

It is the intention of the parties hereto that the Mortgaged Estate shall secure all of the Secured Obligations presently or hereafter owed, and that the priority of the security interest created by this Mortgage for all such Secured Obligations shall be controlled by the time of proper recording of this Mortgage. In addition, this Mortgage shall also secure unpaid balances of advances made with respect to the Mortgaged Estate for the payment of taxes, assessments, insurance premiums, costs or any other advances incurred for the protection of the Mortgaged Estate, together with interest thereon until paid, all as contemplated in this Mortgage, all of which shall constitute a part of the Secured Obligations. This paragraph shall serve as notice to all persons who may seek or obtain a lien on the Mortgaged Estate subsequent to the date of

recording of this Mortgage, that until this Mortgage is released, any debt owed by Mortgagor under the Financing Agreement and Municipal Obligation, including advances made subsequent to the recording of this Mortgage, shall be secured with the priority afforded this Mortgage as recorded.

IT IS HEREBY COVENANTED, DECLARED AND AGREED that the Mortgaged Estate is to be held and disposed of by Trustee, upon and subject to the provisions of this Mortgage.

All capitalized terms used but not otherwise defined herein shall have the meanings assigned to such terms in the Financing Agreement and the Indenture.

ARTICLE I

REPRESENTATIONS, WARRANTIES, COVENANTS AND AGREEMENTS OF MORTGAGOR

Mortgagor hereby represents, warrants, covenants and agrees:

Section 1.01. Payment of Secured Obligations. Mortgagor hereby grants this Mortgage to secure the payment and performance when due of the Secured Obligations. The consideration received by Mortgagor to execute and deliver this Mortgage and the liens and security interests created herein are sufficient and will provide a direct economic benefit to Mortgagor.

Section 1.02. Title of Mortgagor. Mortgagor has, subject to the matters set forth as exceptions in the loan policy of title insurance to be provided to Mortgagee in connection with this Mortgage as well as those exceptions provided in the attached Exhibit B (the "Permitted Encumbrances"), in its own right, good, marketable and indefeasible title in fee simple to the Mortgaged Estate, which is free from encumbrance superior to the encumbrance of this Mortgage, and has full right, power and authority to execute and deliver this Mortgage and to make the conveyances and grant the interests and security contemplated hereby. This Mortgage constitutes a valid first lien upon and security interest in the Mortgaged Estate, subject only to the Permitted Encumbrances.

Section 1.03. [Reserved]

Section 1.04. Maintenance; Repair; Alterations. Mortgagor shall: (i) keep the Mortgaged Estate in good condition and repair, subject to reasonable and ordinary wear and tear; not remove, demolish or substantially alter (except such alterations as may be required by applicable laws, ordinances or regulations or as permitted under the Financing Agreement) any of the Improvements; (ii) complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on the Land and promptly restore in like manner any Improvement which may be damaged or destroyed thereon, subject to the provisions of Section 1.07 hereof, and pay when due all claims for labor performed and materials furnished therefor; (iii) comply with all applicable laws, ordinances, regulations, covenants, conditions and restrictions now or hereafter affecting the Mortgaged Estate or any part thereof or requiring any alterations or improvements; (iv) not commit or permit any waste or deterioration of the

Mortgaged Estate; (v) keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair; (vi) comply with the provisions of any lease, if this Mortgage is on a leasehold; (vii) use the Mortgaged Estate and continue to cause the Mortgaged Estate to be used as permitted under applicable law; and (viii) not commit, suffer or permit any act to be done in or upon the Mortgaged Estate in violation of any applicable law, ordinance or regulation.

Section 1.05. Required Insurance. Mortgagor shall provide, maintain and keep at all times in force those policies of insurance required in the Financing Agreement.

Section 1.06. Delivery of Insurance Policies; Payment of Premiums.

(a) All policies of insurance shall be issued by companies and in amounts as required by the provisions of the Financing Agreement.

(b) In the event Mortgagor fails to provide, maintain, keep in force or deliver and furnish to Mortgagee evidence of the policies of insurance required by the Financing Agreement, Mortgagee may procure such insurance or single-interest insurance for such risks covering Mortgagee's interest, and Mortgagor will pay all premiums thereon promptly upon demand by Mortgagee, and until such payment is made by Mortgagor the amount of all such premiums, together with interest thereon, shall be secured by this Mortgage.

(c) Upon occurrence of an Event of Default, Mortgagee shall apply any sums or amounts received pursuant hereto, or as Revenues or income of the Mortgaged Estate or otherwise, as required under the Financing Agreement. The receipt, use or application of any such sums by Mortgagee hereunder shall not be construed to affect the maturity of any Secured Obligation or any of the rights or powers of Mortgagee under the terms of the Indenture or any of the obligations of Mortgagor under the Financing Agreement.

Section 1.07. Insurance Proceeds. After the occurrence of any casualty to the Mortgaged Estate or any part thereof, Mortgagor shall give prompt written notice thereof to Mortgagee and each insurer and promptly submit a claim to such insurer(s) for payment of insurance proceeds. Proceeds of all insurance awards ("Insurance Proceeds") shall be held and disbursed as provided in the Financing Agreement. Notwithstanding the application of Insurance Proceeds to the payment of a portion of the Secured Obligations, any unpaid portion of the Secured Obligations shall remain in full force and effect, and Mortgagor shall not be excused in the payment thereof.

Except as provided below, nothing contained in this Mortgage shall be deemed to excuse Mortgagor from repairing or maintaining the Mortgaged Estate as provided in Section 1.04 hereof. The application or release by Mortgagee of any Insurance Proceeds shall not cure or waive any Event of Default or notice of default under this Mortgage or invalidate any act done pursuant to such notice.

Section 1.08. Assignment of Policies Upon Foreclosure. In the event of the foreclosure of this Mortgage, or other transfer of title to the Mortgaged Estate, or any part thereof, by nonjudicial foreclosure sale or deed in lieu of foreclosure, the purchaser of the

Mortgaged Estate, or such part thereof, shall succeed to all of Mortgagor's rights, including any rights to unexpired insurance and unearned or returnable premiums, in and to all insurance policies required by Section 1.05 hereof, subject to limitations on assignment of blanket policies, and limited to such rights as relate to the Mortgaged Estate or such part thereof. If Mortgagee acquires title to the Mortgaged Estate, or any part thereof, in any manner, it shall thereupon (as between Mortgagor and Mortgagee) become the sole and absolute owner of the insurance policies, and all proceeds payable thereunder with respect to the Mortgaged Estate, or such part thereof, required by Section 1.05 hereof, with the sole right to collect and retain all unearned or returnable premiums thereon with respect to the Mortgaged Estate, or such part thereof, if any.

Section 1.09. Expenses; Indemnification; Waiver of Offset.

(a) Mortgagor shall pay or reimburse Mortgagee for all reasonable expenses incurred by Mortgagee before and after the date of this Mortgage with respect to any and all transactions contemplated by this Mortgage including without limitation, the preparation of any document reasonably required hereunder or any amendment, modification, restatement or supplement to this Mortgage, the delivery of any consent, non-disturbance agreement or similar document in connection with this Mortgage or the enforcement of any of Mortgagee's rights. Such expenses shall include, without limitation, all reasonable title and conveyancing charges, recording and filing fees and taxes, mortgage taxes, intangible personal property taxes, escrow fees, revenue and tax stamp expenses, privilege taxes, use taxes, insurance premiums (including title insurance premiums), title search and title rundown charges, brokerage commissions, finders' fees, placement fees, court costs, surveyors', photographers', appraisers', architects', engineers', consulting professionals', accountants', and attorneys' fees and disbursements.

(b) If (i) any sale (or prerequisite to a sale), action or proceeding shall be commenced by Mortgagee (including but not limited to any sale of the Mortgaged Estate, or any action to foreclose this Mortgage or to collect the Secured Obligations), or any action or proceeding is commenced to which Mortgagee is made a party, or in which it becomes necessary to defend or uphold the rights granted by this Mortgage (including, without limitation, any proceeding or other action relating to the bankruptcy, insolvency or reorganization of Mortgagor or any other person or entity obligated hereunder), or in which Mortgagee is served with any legal process, discovery notice or subpoena, and (ii) in each of the foregoing instances such action or proceeding in any manner relates to or arises out of this Mortgage or issuance of the Bonds or acceptance of a guaranty from a guarantor of the Secured Obligations or any of the transactions contemplated by this Mortgage and such action or proceeding does not relate to or arise out of the negligence, breach of trust or willful misconduct of Mortgagee as applicable, then Mortgagor will immediately reimburse or pay to Mortgagee all of the expenses which have been or may be incurred by Mortgagee with respect to the foregoing (including reasonable counsel fees and disbursements), together with interest thereon, and any such sum and the interest thereon shall be included in the Secured Obligations and have the full benefit of this Mortgage, prior to any right, or title to, interest in or claim upon the Mortgaged Estate attaching or accruing to this Mortgage, and shall be deemed to be secured by this Mortgage. In any action or proceeding to sell the Mortgaged Estate, to foreclose this

Mortgage, or to recover or collect the Secured Obligations, the provisions of law respecting the recovering of costs, disbursements and allowances shall prevail unaffected by this covenant.

(c) To the extent permitted by law, Mortgagor shall indemnify and hold harmless Mortgagee and affiliates, and directors, officers, agents and employees and affiliates for, from and against all claims, damages, losses and liabilities (including, without limitation, reasonable attorneys' fees and expenses) arising out of or based upon any matter related to this Mortgage, the Mortgaged Estate or the occupancy, ownership, maintenance or management of the Mortgaged Estate by Mortgagor, including, without limitation, any claims based on the alleged acts or omissions of any employee or agent of Mortgagor except for such damages incurred due to the negligence, breach of trust or willful misconduct of Mortgagee or its affiliates, directors, officers, agents or employees. This indemnification shall be in addition to any other liability which Mortgagor may otherwise have to Mortgagee.

(d) Mortgagor waives any and all right to claim or recover against Mortgagee, its officers, employees, agents and representatives, for loss of or damage to Mortgagor, the Mortgaged Estate, Mortgagor's property or the property of others under Mortgagor's control from any cause insured against or required to be insured against by the provisions of this Mortgage except for such damages incurred due to the negligence, breach of trust or willful misconduct of Mortgagee.

(e) All sums payable by Mortgagor under this Mortgage shall be paid without notice, demand, counterclaim, setoff, deduction or defense and without abatement, suspension, deferment, diminution or reduction, and the Secured Obligations of Mortgagor hereunder shall in no way be released, discharged or otherwise affected by reason of: (i) any damage to or destruction of or any condemnation or similar taking of the Mortgaged Estate or any part thereof; (ii) any restriction or prevention of or interference with any use of the Mortgaged Estate or any part thereof; (iii) any title defect or encumbrance or any eviction from the Mortgaged Estate or any part thereof by title paramount or otherwise; (iv) any bankruptcy, insolvency, reorganization, composition, adjustment, dissolution, liquidation or other like proceeding relating to Mortgagor, or any action taken with respect to this Mortgage by any trustee or receiver of Mortgagor, or by any court, in any such proceeding; or (v) any other occurrence whatsoever, whether similar or dissimilar to the foregoing; whether or not Mortgagor shall have notice or knowledge of any of the foregoing. To the extent permitted by law, Mortgagor waives all rights now or hereafter conferred by statute or otherwise to any abatement, suspension, deferment, diminution or reduction of any Secured Obligation. Notwithstanding the above, Mortgagor may maintain a separate suit regarding such matters.

Section 1.10. Taxes and Impositions.

(a) In accordance with the terms of the Financing Agreement, Mortgagor agrees to pay, prior to delinquency, all real and personal property taxes and assessments, general and special, and all other taxes and assessments of any kind or nature whatsoever, which are assessed or imposed upon the Mortgaged Estate or any part thereof, or become due

and payable, and which create, may create or appear to create a lien upon the Mortgaged Estate, or any part thereof, or upon any personal property, equipment or other facility used in the operation or maintenance thereof (all of which taxes, assessments and other governmental and nongovernmental charges of like nature are hereinafter referred to as "Impositions").

(b) Subject to the applicable State law provisions, Mortgagor shall have the right before any delinquency occurs to contest or object to the amount or validity of any Imposition by appropriate legal proceedings in accordance with the terms of the Financing Agreement.

(c) Mortgagor covenants and agrees not to suffer, permit or initiate the joint assessment of the real and personal property, or any other procedure whereby the lien of the real property taxes and the lien of the personal property taxes shall be assessed, levied or charged to the Mortgaged Estate as a single lien.

Section 1.11. Utilities. Mortgagor shall pay when due all utility charges which are incurred for the benefit of the Mortgaged Estate or any part thereof or which may become a charge or lien against the Mortgaged Estate for gas, electricity, water or sewer services furnished to the Mortgaged Estate and all other taxes, assessments or charges of a similar nature, whether public or private, affecting the Mortgaged Estate or any portion thereof, whether or not such taxes, assessments or charges are liens thereon.

Section 1.12. Actions Affecting Mortgaged Estate. Mortgagor shall appear in and contest any action or proceeding purporting to affect the title of Mortgagor in the Mortgaged Estate or any part thereof or security hereof or the rights or powers of Mortgagee; and Mortgagor shall pay all costs and expenses, including cost of evidence of title and reasonable attorneys' fees, in any such action or proceeding in which Mortgagee may appear.

Section 1.13. Actions by Mortgagee To Preserve Mortgaged Estate. Should Mortgagor fail to make any payment or to do any act as and in the manner provided in this Mortgage, Mortgagee, in its sole discretion, and without notice to, or demand upon, Mortgagor and without releasing Mortgagor from any Secured Obligation, may make or do the same in such manner and to such extent as Mortgagee may deem necessary to protect the security hereof. In connection therewith (without limiting its general powers), Mortgagee shall have, and is hereby given the right, but not the obligation: (i) to enter upon and take possession of the Mortgaged Estate; (ii) to make additions, alterations, repairs and improvements to the Mortgaged Estate which it may consider necessary or proper to keep the Mortgaged Estate in good condition and repair; (iii) to appear and participate in any action or proceeding affecting or which may affect the security hereof or the rights or powers of Mortgagee; (iv) to pay, purchase, contest or compromise any encumbrance, claim, charge, lien or debt which in the judgment of Mortgagee may affect or appears to affect the security of this Mortgage or be prior or superior hereto; and (v) in exercising such powers, to pay necessary expenses, including employment of counsel or other necessary or desirable consultants. Any such costs and expenses incurred by Mortgagee and any such amounts paid by Mortgagee shall be secured hereby with the same priority afforded this Mortgage as recorded. Mortgagor shall immediately upon demand therefor by Mortgagee pay all of the foregoing costs and expenses incurred by Mortgagee in connection with the

exercise by Mortgagee of the foregoing rights, including without limitation costs of evidence of title, court costs, appraisals, surveys and reasonable attorneys' fees provided, however, that Mortgagor shall not be liable to pay for any such costs or expenses incurred by Mortgagee due to the gross negligence, willful misconduct or breach of trust of Mortgagee or its affiliates, directors, officers, agents or employees.

Section 1.14. Survival of Warranties. Mortgagor shall fully and faithfully satisfy and perform the Secured Obligations. All representations, warranties and covenants of Mortgagor contained herein shall remain continuing obligations, warranties and representations of Mortgagor during any time when any portion of the obligations secured by this Mortgage remain outstanding.

Section 1.15. Eminent Domain. Should the Mortgaged Estate, or any part thereof or interest therein, be taken or damaged by reason of any public improvement or condemnation proceeding, or in any other manner ("Condemnation"), or should Mortgagor receive any notice or other information regarding such proceeding, Mortgagor shall give prompt written notice thereof to Mortgagee. Mortgagee may participate in any such Condemnation proceedings, and Mortgagor shall from time to time deliver to Mortgagee all instruments requested by Mortgagee to permit such participation. Mortgagor shall, at its sole cost and expense, diligently prosecute any such proceedings and shall consult with Mortgagee and its attorneys and experts, and cooperate with it in the carrying on or defense of any such proceedings. All proceeds of Condemnation awards or proceeds of sale in lieu of Condemnation with respect to the Mortgaged Estate and all judgments, decrees and awards for injury or damage to the Mortgaged Estate or any part thereof or interest therein shall be paid to Mortgagor or Mortgagee as provided in Section 606 of the Financing Agreement, and if to Mortgagee, shall be applied first to all reasonable costs and expenses incurred by Mortgagee in obtaining the proceeds. The balance of proceeds, if any, shall be applied as directed by Mortgagor in accordance with the provisions of the Financing Agreement.

Mortgagor hereby assigns and transfers to Mortgagee, and agrees to execute such further assignments of, all such proceeds, judgments, decrees and awards as Mortgagee may request. Mortgagee is hereby authorized, in the name of Mortgagor, to execute and deliver valid acquittances for, and to appeal from, any such judgment, decree or award. Mortgagor hereby authorizes, directs and empowers Mortgagee, at its option and with notice to Mortgagor, on Mortgagor's behalf, or on behalf of the successors or assigns of Mortgagor, to adjust, compromise, claim, collect and receive such proceeds and to give proper receipts and acquittances therefor. Mortgagee shall not be, in any event or circumstance, liable or responsible for failure to collect or exercise diligence in the collection of any proceeds, judgments, decrees or awards unless such failure is due to Mortgagee's negligence, willful misconduct or breach of trust.

Section 1.16. Additional Security. In the event Mortgagee at any time holds additional security for any of the Secured Obligations, it may enforce the sale thereof or otherwise realize upon the same, at its option, either before, concurrently with or after any sale is made hereunder.

Section 1.17. Additional Indebtedness. Except as provided in the Financing Agreement and except for the Permitted Encumbrances, Mortgagor shall not further encumber

the Mortgaged Estate or any portion thereof (including, without limitation, secured transactions under the Uniform Commercial Code in effect in the State, the "UCC").

Section 1.18. Successors and Assigns. This Mortgage applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, successors and assigns. The covenants and agreements of Mortgagor contained herein shall apply to and be binding upon any successor owner of the Mortgaged Estate or any part thereof.

Section 1.19. Inspections. Mortgagee, or its agents, representatives or workmen, are authorized to enter upon notice of two business days to Mortgagor at any reasonable time upon or in any part of the Mortgaged Estate for the purpose of inspecting the same and all books, records and documents relating thereto, and for the purpose of performing any of the acts it is authorized to perform under the terms of the Financing Agreement.

Section 1.20. Liens. Mortgagor shall pay and promptly discharge, at Mortgagor's sole cost and expense, all liens, encumbrances and charges upon the Mortgaged Estate, or any part thereof or interest therein other than the Permitted Encumbrances. Mortgagor shall have the right to contest in good faith the validity of any such lien, encumbrance or charge, provided Mortgagor shall thereafter diligently and in good faith proceed to cause such lien, encumbrance or charge to be removed and discharged. If Mortgagor shall fail to discharge any such lien, encumbrance or charge, then, in addition to any other right or remedy of Mortgagee, Mortgagee may, but shall not be obligated to, discharge the same, either, by paying the amount claimed to be due, or by procuring the discharge of such lien, either, by depositing in court a bond in the amount claimed or otherwise giving security for such claim, or in such manner as is or may be prescribed by law. Any cost incurred by Mortgagee in connection with any such payment or discharge shall be secured hereby and shall be immediately due and payable without notice or demand.

Section 1.21. Restrictions Affecting Title. Mortgagor shall perform when due all obligations required to be performed by Mortgagor by the provisions of any agreement affecting title to the Mortgaged Estate or any part thereof.

Section 1.22. Further Assurances. Mortgagor shall, upon the execution and delivery hereof and thereafter from time to time, take such actions as Mortgagee may request to cause this Mortgage, each supplement and amendment to such instrument and financing statements with respect thereto and each instrument of further assurance (collectively, the "Recordable Documents") to be filed, registered and recorded as may be required by law and maintain the first lien or security interest, as applicable, hereof upon the Trust Estate and protect the validity of the Recordable Documents. Mortgagor shall take all action and do all things which it is authorized by law to take and do, and cooperate with Mortgagee as Mortgagee deems necessary or desirable, to insure the release of all encumbrances against the Mortgaged Estate, except the Permitted Encumbrances, existing prior to the date hereof.

So long as any Secured Obligations shall remain unpaid, Mortgagor shall execute, acknowledge, where appropriate, and deliver from time to time promptly at the request of Mortgagee all such instruments and documents as in the opinion of Mortgagee are necessary or desirable to preserve the first priority lien created by this Mortgage. If Mortgagor shall fail or

refuse to execute, acknowledge, where appropriate, and deliver such instruments and documents to preserve the first priority lien created by this Mortgage within 10 Business Days following a written request by Mortgagee, Mortgagor irrevocably constitutes and appoints Mortgagee as its attorney-in-fact to execute and deliver such instruments, it being stipulated that such power of attorney is coupled with an interest and is irrevocable and binding.

Section 1.23. Performance of Covenants; Incorporation of Representations and Warranties. Mortgagor shall faithfully perform at all times any and all covenants, undertakings, stipulations and provisions contained in the Financing Agreement and in all of its proceedings pertaining to this Mortgage. The covenants, representations and warranties of Mortgagor set forth in the Financing Agreement are incorporated by reference into this Mortgage as if stated in full in this Mortgage and such representations and warranties as incorporated herein shall be deemed to have been made as of the date of this Mortgage and shall survive the execution and delivery of this Mortgage.

Section 1.24. Notification of Event of Default Under Mortgage. Mortgagor agrees to notify Mortgagee immediately in writing of any default by Mortgagor in the performance or observance of any covenant, agreement, representation, warranty or obligation of Mortgagor set forth in this Mortgage. Mortgagor shall also notify Mortgagee in writing of any event or condition which with the lapse of time or the giving of notice would constitute an Event of Default.

Section 1.25. [Reserved].

Section 1.26. Organization; Due Authorization. Mortgagor is a public school academy duly organized, validly existing and in good standing under the laws of the State of Michigan and has the requisite power, authority and legal right to carry on the business conducted by it and to engage in the transactions contemplated by the Financing Agreement and Indenture. The execution and delivery of the Financing Agreement and the performance and observance of the provisions thereof have all been authorized by all necessary actions of Mortgagor.

Section 1.27. Liabilities; Compliance With Other Instruments. Mortgagor has no liabilities regarding the Mortgaged Estate except those hereunder and those otherwise contemplated or permitted by this Mortgage, the Financing Agreement and the Indenture, none of which are delinquent. Mortgagor is not in default (i) in the payment of any taxes levied or assessed against it or its assets, (ii) under any applicable statute, rule, order or regulation of any governmental authority, (iii) under this Mortgage or the Financing Agreement, or (iv) under any other agreement to which it is a party or by which it or any of its properties are bound.

Neither the execution and delivery of this Mortgage or the Financing Agreement, nor the consummation of the transactions herein or therein contemplated nor compliance with the terms and provisions hereof or thereof, conflicts with or results or will result in a breach of any of the terms, conditions or provisions of the articles of incorporation of Mortgagor, any law, order, rule, regulation, writ, injunction or decree of any court or governmental authority, or any agreement or instrument to which Mortgagor is a party or by which it or any of its properties are bound, or constitutes or will constitute a default thereunder, or result or will result in the creation or

imposition of any lien of any nature whatsoever upon any of its property or assets pursuant to the terms of any such agreement or instrument except the liens created or permitted by the Financing Agreement.

Section 1.28. Enforceability. This Mortgage and the Financing Agreement have been duly executed and delivered by Mortgagor and constitute valid and binding obligations of Mortgagor enforceable in accordance with their respective terms, except as the enforceability (but not the validity thereof) may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the enforcement of creditors' rights generally.

Section 1.29. Pending Litigation. There are no proceedings pending or, to the knowledge of Mortgagor, threatened, against or affecting Mortgagor or any part of the Mortgaged Estate in any court or before any governmental authority or arbitration board or tribunal which if adversely determined would materially and adversely affect the properties, business, prospects, profits or condition (financial or otherwise) of Mortgagor or the right or ability of Mortgagor to enter into the Financing Agreement, and if any such proceedings are subsequently initiated or threatened then Mortgagor will promptly provide written notice to Mortgagee. Mortgagor is not in default with respect to any order of any court or governmental authority or arbitration board or tribunal.

Section 1.30. Compliance With Law. Mortgagor is in substantial compliance with all laws, ordinances, governmental rules or regulations to which it is subject, including, without limitation, the Occupational Safety and Health Act of 1970, the Employee Retirement Income Security Act of 1974 and all laws, ordinances, governmental rules or regulations relating to environmental protection the violation of which would materially and adversely affect the properties, business, prospects, profits or condition (financial or otherwise) of Mortgagor.

Section 1.31. After-Acquired Property. Except as expressly provided in this Mortgage, the Mortgage Estate shall not include the right, title and interest of Mortgagor in and to all improvements, additions and appurtenances to, the Mortgaged Estate, hereafter acquired by or released to Mortgagor. As required, however, Mortgagor shall execute and deliver to Mortgagee any further assurances, mortgages, grants, conveyances or assignments as Mortgagee may reasonably require to subject such property to the lien of this Mortgage.

Section 1.32. Transfer of Interests in Mortgagor or Mortgaged Estate. Except in accordance with the terms and restrictions of the Financing Agreement, and except for the Permitted Encumbrances, Mortgagor shall not, by operation of law or otherwise, sell, convey, alienate, transfer, grant, bargain, mortgage, encumber or assign ownership or control of all or any interest in Mortgagor or any part of the Mortgaged Estate or any interest therein, without the prior written consent of Mortgagee.

Section 1.33. Lease Provisions. Any lease of all or any part of the Mortgaged Estate by Mortgagor permitted under this Mortgage and the Financing Agreement shall contain a provision obligating such lessee to enter into a subordination, attornment and nondisturbance agreement with Mortgagee, in form and substance satisfactory to Mortgagee.

Section 1.34. Defeasance Terminates Lien. Upon defeasance of all Outstanding Bonds in accordance with the Indenture, the lien of this Mortgage upon the Mortgaged Estate shall cease, and Mortgagee and Trustee shall execute and deliver to Mortgagor at Mortgagor's sole cost and expense all documents necessary to effect such a release.

ARTICLE II

ENVIRONMENTAL MATTERS

Section 2.01. Environmental Matters. Mortgagor hereby incorporates and reaffirms those covenants and representations contained in the [Environmental Indemnification Agreement dated April 1, 2011] between the Mortgagor and the Mortgagee (including its covenant to provide certain environmental indemnifications) as an integral part of this Mortgage; provided, however, it is the intent of the parties that the environmental indemnifications contained herein are separate and independent obligations of Mortgagor which shall survive any release, foreclosure or other satisfaction of this Mortgage, and such indemnifications shall not be subject to any anti-deficiency defense.

ARTICLE III

ASSIGNMENT OF RENTS AND LEASES

Section 3.01. Assignment of Revenues. Mortgagor hereby absolutely assigns and transfers to Mortgagee all the Revenues of the Mortgaged Estate and hereby gives to and confers upon Mortgagee the right, power and authority to collect such Revenues. Mortgagor irrevocably appoints Mortgagee its true and lawful attorney-in-fact, at the option of Mortgagee, at any time and from time to time, to take possession and control of the Mortgaged Estate and to demand, receive and enforce payment, to give receipts, releases and satisfaction, and to sue, in the name of Mortgagor or Mortgagee, for all such Revenues and apply the same to the Secured Obligations; provided, however, that Mortgagor shall have a license to possess and control the Mortgaged Estate and to collect such Revenues (but not more than one month in advance) which is revocable at any time upon an Event of Default by Mortgagor under any of the Financing Agreement. The assignment of the Revenues of the Mortgaged Estate in this Article III is intended to be an absolute assignment from Mortgagor to Mortgagee and not merely the passing of a security interest.

While the assignment made in this Mortgage is present, direct and continuing, the execution and delivery hereof shall not in any way impair or diminish the obligations of Mortgagor under the provisions of any lease nor shall any of the obligations contained in any lease be imposed upon Mortgagee.

Section 3.02. Collection Upon Default. Upon any Event of Default under this Mortgage or the Financing Agreement, Mortgagee may, at any time without notice, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the Secured Obligations (i) enter upon and take possession of the Mortgaged Estate, or any part thereof, and in its own name sue for or otherwise collect such Revenues, including those past due and unpaid, and apply the same, less costs and expenses of operation and

collection, including attorneys' fees, upon any Secured Obligations, and in such order as Mortgagee may determine, and (ii) prepare and submit any applications or other documentation as necessary in order to permit Mortgagee to collect the Revenues of the Mortgaged Estate. The collection of such Revenues, or the entering upon and taking possession of the Mortgaged Estate shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default.

Mortgagee shall not be liable to Mortgagor, anyone claiming under or through Mortgagor or anyone having an interest in the Mortgaged Estate by reason of anything done or left undone by Mortgagee hereunder, except to the extent of Mortgagee's negligence or willful misconduct.

ARTICLE IV

SECURITY AGREEMENT

Section 4.01. Creation of Security Interest. With respect to any portion of the Mortgaged Estate which now constitute fixtures governed by the UCC, this Mortgage shall constitute a security agreement between Mortgagor as the debtor and Mortgagee as the secured party, and Mortgagor hereby grants to Mortgagee a security interest in such portion of the Mortgaged Estate (such portion being the "Fixtures"). Cumulative of all other rights of Mortgagee hereunder, Mortgagee shall have all of the rights conferred upon secured parties by the UCC. Mortgagor will execute and deliver to Mortgagee all financing statements that may from time to time be required by Mortgagee to establish and maintain the validity and priority of the security interest of Mortgagee, or any modification thereof, and all costs and expenses of any searches required by Mortgagee. Mortgagee may exercise any or all of the remedies of a secured party available to it under the UCC with respect to such property, and it is expressly agreed that if upon an Event of Default Mortgagee should proceed to dispose of such property in accordance with the provisions of the UCC, 10 days' notice by Mortgagee to Mortgagor shall be deemed to be reasonable notice under any provision of the UCC requiring such notice; provided, however, that Mortgagee may at its option dispose of such property in accordance with Mortgagee's rights and remedies with respect to the real property pursuant to the provisions of this Mortgage, in lieu of proceeding under the UCC.

Mortgagor shall give advance notice in writing to Mortgagee of any proposed change in Mortgagor's name, identity, or business form or structure and will execute and deliver to Mortgagee, prior to or concurrently with the occurrence of any such change, all additional financing statements that Mortgagee may reasonably require to establish and maintain the validity and priority of Mortgagee's security interest with respect to any of the Mortgaged Estate described or referred to herein.

Some of the items of the Mortgaged Estate described herein are goods that are or are to become fixtures related to the Real Property, and it is intended that as to those goods, this Mortgage shall be effective as a financing statement filed as a fixture filing from the date of its filing for record in the real estate records of the county in which the Mortgaged Estate is situated. Information concerning the security interest created by this instrument may be obtained from Mortgagee, as secured party, at the address of Mortgagee stated in Section 6.05 of this Mortgage. The mailing address of Mortgagor, as debtor, is as stated in Section 6.05 of this Mortgage.

Section 4.02. Warranties; Representations and Covenants of Mortgagor. Mortgagor hereby warrants, represents and covenants, with respect to the Fixtures, as follows:

(a) except for the security interest granted hereby, Mortgagor is, and as to any of the Fixtures to be acquired after the date hereof will be, the sole owner of the Fixtures, free from any adverse lien, security interest, encumbrance or adverse claims thereon of any kind whatsoever except for purchase money liens and Permitted Encumbrances. Mortgagor will notify Mortgagee of, and will defend the Fixtures against, all prohibited claims and demands of all persons at any time claiming the same or any interest therein;

(b) Mortgagor will not lease, sell, convey or in any manner transfer the Fixtures (except Fixtures transferred in the ordinary course of business and replaced by Fixtures of a similar nature and having at least the same value as the Fixtures replaced, and except for Permitted Encumbrances as defined in the Financing Agreement) without the prior written consent of Mortgagee;

(c) the Fixtures is not used or bought for personal, family or household purposes;

(d) the Fixtures will be kept on or at the Project and Mortgagor will not remove the Fixtures from the Project without the prior written consent of Mortgagee, except such portions or items of personal property which are consumed or worn out in ordinary usage, all of which shall be promptly replaced by Mortgagor with new items of equal or greater quality; and

(e) all covenants and obligations of Mortgagor contained herein relating to the Mortgaged Estate shall be deemed to apply to the Fixtures whether or not expressly referred to herein.

ARTICLE V

EVENTS OF DEFAULT AND REMEDIES UPON DEFAULT

Section 5.01. Events of Default. Any one or more of the following events shall be deemed an event of default hereunder (each, an "Event of Default"):

(a) the occurrence of a default or an Event of Default by Mortgagor under the Financing Agreement (other than this Mortgage) subject to any applicable notice or cure periods provided therein;

(b) failure by Mortgagor to punctually perform or observe any covenant or agreement contained in this Mortgage (other than the monetary obligations described in paragraph (a) above) and such failure shall not have been cured within 30 days (or such longer period as permitted under the Indenture) after written notice from Mortgagee of such failure;

(c) if Mortgagor shall file a voluntary petition in bankruptcy or shall be adjudicated a bankrupt or insolvent within the meaning of the United States Bankruptcy

Code, 11 U.S.C. §§ 101 *et seq.*, as amended (the "Bankruptcy Code"), or shall file any petition or answer seeking or acquiescing in any reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief for itself under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or shall seek or consent to or acquiesce in the appointment of any trustee, receiver or liquidator of Mortgagor of all or any part of the Mortgaged Estate, or of any or all of the royalties, rents, issues or profits thereof, or shall make any general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts generally as they become due;

(d) if a court of competent jurisdiction shall enter an order, judgment or decree approving a petition filed against Mortgagor seeking any reorganization, dissolution or similar relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, and such order, judgment or decree shall remain unvacated and unstayed for an aggregate of 60 days (whether or not consecutive) from the first date of entry thereof; or any trustee, receiver or liquidator of Mortgagor or of all or any part of the Mortgaged Estate, or of any or all of the royalties, rents, issues or profits thereof, shall be appointed without the consent or acquiescence of Mortgagor and such appointment shall remain unvacated and unstayed for an aggregate of 60 days (whether or not consecutive);

(e) if a writ of execution or attachment or any similar process shall be issued or levied against all or any part of or interest in the Mortgaged Estate, or any judgment involving monetary damages shall be entered against Mortgagor which shall become a lien on the Mortgaged Estate or any portion thereof or interest therein and such execution, attachment or similar process or judgment is not released, bonded, satisfied, vacated or stayed within 60 days after its entry or levy;

(f) if, during the term of the Bonds secured by this Mortgage, Mortgagor shall without the prior written approval of Mortgagee (unless permitted as provided herein) sell, convey, alienate, mortgage or encumber the Mortgaged Estate or any part thereof or any interest therein, or shall be divested of its title or any interest therein, in any manner, whether voluntarily or involuntarily, or if there is any merger, consolidation or dissolution affecting Mortgagor, or if there is a transfer of a majority interest in Mortgagor in a series of transactions or as a single transaction, unless any of the foregoing are permitted by the Financing Agreement;

(g) any assignment by Mortgagor of the whole or any part of the Revenues, issues or profits arising from the Mortgaged Estate (including, without limitation, the Revenues) to any person without the consent of Mortgagee (unless permitted as provided herein) or if, without such consent, Mortgagor shall otherwise further encumber the Mortgaged Estate or any portion thereof (including, without limitation, secured transactions under the UCC) unless permitted by the Financing Agreement; or

(h) if at any time any representation, warranty or statement made by Mortgagor in the Financing Agreement or any certificate delivered by Mortgagor shall be incorrect or

misleading in any material respect, or any material misrepresentation shall at any time be made to Mortgagee by Mortgagor.

Section 5.02. Acceleration Upon Default; Additional Remedies. Subject to the cure provisions of this Section 5.02, upon the occurrence of an Event of Default (which default is not cured within any applicable cure period) Mortgagee may, at Mortgagee's sole option exercised in Mortgagee's sole discretion, pursue any one or more of the following remedies:

(a) Declare all or any portion of the Secured Obligations to be due and payable, and the same shall thereupon become due and payable without any presentment, demand, protest or notice of any kind except as otherwise provided herein;

(b) Either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, and without regard to the adequacy of its security, enter upon and take possession of the Mortgaged Estate or any part thereof and do any acts which it deems necessary or desirable to preserve the value, marketability or rentability of the Mortgaged Estate, or part thereof or interest therein, increase the income therefrom or protect the security hereof and, with or without taking possession of the Mortgaged Estate, take any action described in Article II, III or IV hereof, sue for or otherwise collect the Revenues thereof, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection including reasonable attorneys' fees, upon any Secured Obligations, all in such order as Mortgagee may determine. The entering upon and taking possession of the Mortgaged Estate, the taking of any action described in Article II, III or IV hereof, the collection of such Revenues and the application thereof as aforesaid, shall not cure or waive any default or notice of default or invalidate any act done in response to such default or pursuant to such notice of default and, notwithstanding the continuance in possession of the Mortgaged Estate or the collection, receipt and application of Revenues, issues or profits, Mortgagee shall be entitled to exercise every right provided for the Financing Agreement or by law upon occurrence of any Event of Default, including the right to exercise the power of sale herein conferred;

(c) Commence an action to foreclose this Mortgage (either judicially or non-judicially), appoint a receiver, specifically enforce any of the covenants hereof, or sell the Mortgaged Estate pursuant to the power of sale herein conferred and in a manner provided under Michigan law;

(d) Exercise any or all of the remedies available to a secured party under the UCC, including, but not limited to:

(i) Either personally or by means of a court appointed receiver, commissioner or other officer, take possession of all or any of the Fixtures and exclude therefrom Mortgagor and all others claiming under Mortgagor, and thereafter hold, store, use, operate, manage, maintain and control, make repairs, replacements, alterations, additions and improvements to and exercise all rights and powers of Mortgagor in respect of the Fixtures or any part thereof. In the event Mortgagee demands or attempts to take possession of the Fixtures in the

exercise of any rights under the Indenture, Mortgagor promises and agrees to promptly turn over and deliver complete possession thereof to Mortgagee;

(ii) Without notice to or demand upon Mortgagor, make such payments and do such acts as Mortgagee may deem necessary to protect its security interest in the Fixtures, including, without limitation, paying, purchasing, contesting or compromising any encumbrance, charge or lien which is prior to or superior to the security interest granted hereunder and, in exercising any such powers or authority, to pay all expenses incurred in connection therewith;

(iii) Require Mortgagor to assemble the Fixtures or any portion thereof, at a place designated by Mortgagee and reasonably convenient to both parties, and promptly to deliver such Fixtures to Mortgagee, or an agent or representative designated by it. Mortgagee, and its agents and representatives, shall have the right to enter upon any or all of Mortgagor's premises and property to exercise Mortgagee's rights hereunder;

(iv) Sell, lease or otherwise dispose of the Fixtures at public sale, with or without having the Fixtures at the place of sale, and upon such terms and in such manner as Mortgagee may determine. Mortgagee may be a purchaser at any such sale; and

(v) Unless the Fixtures is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market, Mortgagee shall give Mortgagor at least 10 days' prior written notice of the time and place of any public sale of the Fixtures or other intended disposition thereof. Such notice may be mailed to Mortgagor at the address set forth at the beginning of this Mortgage and shall be deemed to be given on the date of mailing thereof; and

(vi) Any sale made pursuant to the provisions of this subsection shall be deemed to have been a public sale conducted in a commercially reasonable manner if held contemporaneously with the sale of all or a portion of the remainder of the Mortgaged Estate under power of sale as provided herein upon giving the same notice with respect to the sale of the Personal Property hereunder as is required for such sale of the remainder of the Mortgaged Estate under power of sale, and such sale shall be deemed to be pursuant to a security agreement covering both real and personal property under the UCC.

(e) Exercise any other rights or remedies which may now or hereafter be available to Mortgagee under this Mortgage or the Indenture or pursuant to applicable law or in equity; or

(f) If held by Mortgagee, surrender the insurance policies maintained pursuant to Section 1.05, collect the unearned insurance premiums and apply such sums as a credit on the Secured Obligations in such priority and proportion as Mortgagee in its sole discretion shall deem proper, and in connection therewith, Mortgagor hereby appoints

Mortgagee as agent and attorney-in-fact (which is coupled with an interest and is therefore irrevocable) for Mortgagee to collect such insurance premiums.

THIS MORTGAGE CONTAINS A POWER OF SALE AND UPON THE OCCURRENCE OF AN EVENT OF DEFAULT MAY BE FORECLOSED BY ADVERTISEMENT. IN FORECLOSURE BY ADVERTISEMENT AND THE SALE OF THE MORTGAGED ESTATE IN CONNECTION THEREWITH, NO HEARING IS REQUIRED AND THE ONLY NOTICE REQUIRED IS THE PUBLICATION OF NOTICE IN A LOCAL NEWSPAPER AND THE POSTING OF A COPY OF THE NOTICE ON THE PREMISES. THE MORTGAGOR HERBY WAIVES ALL RIGHTS UNDER THE CONSTITUTION AND LAWS OF THE UNITED STATES AND THE STATE OF MICHIGAN TO A HEARING PRIOR TO SALE IN CONNECTION WITH FORECLOSURE OF THIS MORTGAGE BY ADVERTISEMENT AND ALL NOTICE REQUIREMENTS EXCEPT AS SET FORTH IN THE MICHIGAN STATUTE PROVIDING FOR FORECLOSURE BY ADVERTISEMENT.

Section 5.03. [Reserved].

Section 5.04. Appointment of Receiver. If an Event of Default (which is not cured within any applicable cure period) shall have occurred, Mortgagee, as a matter of right and without notice to Mortgagor or anyone claiming under Mortgagor, and without regard to the value of the Mortgaged Estate or the interest of Mortgagor therein, shall have the right to apply to any court having jurisdiction to appoint a receiver or receivers of the Mortgaged Estate and Mortgagor hereby irrevocably consents to such appointment and waives notice of any application therefor. Any such receiver or receivers shall have all the usual powers and duties of receivers in like or similar cases in accordance with Michigan law and all the powers and duties of Mortgagee in case of entry as provided in Section 5.02(b) and shall continue as such and exercise all such powers until the date of confirmation of sale of the Mortgaged Estate unless such receivership is sooner terminated. Mortgagee shall, in addition to and not in limitation of any of the foregoing or any other remedies provided in this Mortgage or otherwise available under applicable law, have all of the rights provided under the laws of the State of Michigan.

Section 5.05. Remedies Not Exclusive. Mortgagee shall be entitled to enforce payment and performance of any Secured Obligation hereby and to exercise all rights and powers under this Mortgage or under the Indenture or other agreement or any laws now or hereafter in force. Neither the acceptance of this Mortgage nor its enforcement, whether by court action or pursuant to the power of sale or other powers herein contained, shall prejudice or in any manner affect Mortgagee's right to realize upon or enforce any other security now or hereafter held by Mortgagee, it being agreed that Mortgagee shall be entitled to enforce this Mortgage and any other security now or hereafter held by Mortgagee in such order and manner as it may in its absolute discretion determine. No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given by the Indenture to Mortgagee, or to which Mortgagee may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Mortgagee. Mortgagee may pursue inconsistent remedies.

The acceptance by Mortgagee of any sum after the same is due shall not constitute a waiver of the right either to require prompt payment, when due, of all other sums hereby secured or to declare a default as herein provided. The acceptance by Mortgagee of any sum in an amount less than the sum then due shall be deemed an acceptance on account only and upon condition that it shall not constitute a waiver of the obligation of Mortgagor to pay the entire sum then due, and failure of Mortgagor to pay such entire sum then due shall be and continue to be an Event of Default notwithstanding such acceptance of such amount on account, as aforesaid. Mortgagee or Trustee shall be, at all times thereafter and until the entire sum then due shall have been paid, and notwithstanding the acceptance by Mortgagee thereafter of further sums on account, or otherwise, entitled to exercise all rights in this instrument conferred upon it, and the right to proceed with a sale under any notice of default, or an election to sell, or the right to exercise any other rights or remedies hereunder, shall in no way be impaired, whether any of such amounts are received prior or subsequent to such proceeding, election or exercise. Consent by Mortgagee to any action or inaction of Mortgagor which is subject to consent or approval of Mortgagee hereunder shall not be deemed a waiver of the right to require such consent or approval to future or successive actions or inactions.

Section 5.06. Possession of Mortgaged Estate. In the event of a trustee's sale or foreclosure sale hereunder and after the time of such sale, and Mortgagor occupies the portion of the Mortgaged Estate so sold, or any part thereof, Mortgagor shall immediately become the tenant of the purchaser at such sale, which tenancy shall be a tenancy from day to day, terminable at the will of either tenant or landlord, at a reasonable rental per day based upon the value of the portion of the Mortgaged Estate so occupied, such rental to be due and payable daily to the purchaser. An action of unlawful detainer shall lie if the tenant holds over after a demand in writing for possession of such Mortgaged Estate and premises; and this agreement and a trustee's deed shall constitute a lease and agreement under which the tenant's possession arose and continued. Nothing contained in this Mortgage shall be construed to constitute Mortgagee as a "mortgagee in possession" in the absence of its taking actual possession of the Mortgaged Estate pursuant to the powers granted herein.

Section 5.07. Relief from Stay. In the event that Mortgagor commences a case under the Bankruptcy Code or is the subject of an involuntary case that results in an order for relief under the Bankruptcy Code, subject to court approval, Mortgagee shall thereupon be entitled and Mortgagor irrevocably consents to relief from any stay imposed by Section 362 of the Bankruptcy Code on or against the exercise of the rights and remedies otherwise available to Mortgagee as provided in the Financing Agreement and Mortgagor hereby irrevocably waives its rights to object to such relief. In the event Mortgagor shall commence a case under the Bankruptcy Code or is the subject of an involuntary case that results in an order for relief under the Bankruptcy Code, Mortgagor hereby agrees that no injunctive relief against Mortgagee shall be sought under Section 105 or other provisions of the Bankruptcy Code by Mortgagor or other person or entity claiming through Mortgagor, nor shall any extension be sought of the stay provided by Section 362 of the Bankruptcy Code.

Section 5.08. Cash Collateral. To the fullest extent allowed by applicable law, Mortgagor hereby acknowledges and agrees that in the event that Mortgagor commences a case under the Bankruptcy Code or is the subject of an involuntary case that results in an order for relief under the Bankruptcy Code: (i) that all of the Revenues are, and shall for purposes be

deemed to be, "proceeds, product, offspring, rents, or profits" of the Project covered by the lien of the Mortgage, as such quoted terms are used in Section 552(b) of the Bankruptcy Code; (ii) that in no event shall Mortgagor assert, claim or contend that any portion of the Revenues are, or should be deemed to be, "accounts" or "accounts receivable" within the meaning of the Bankruptcy Code and/or applicable state law; (iii) that the Revenues are and shall be deemed to be in any such bankruptcy proceeding "cash collateral" of Mortgagee as that term is defined in Section 363 of the Bankruptcy Code; and (iv) that Mortgagee has valid, effective, perfected, enforceable and "choate" rights in and to the Revenues without any further action required on the part of Mortgagee to enforce or perfect its rights in and to such cash collateral, including, without limitation, providing notice to Mortgagor under Section 546(b) of the Bankruptcy Code.

ARTICLE VI

MISCELLANEOUS

Section 6.01. Governing Law. This Mortgage shall be governed by the internal laws of the State without giving effect to its conflicts of law principles. In the event that any provision or clause of this Mortgage conflicts with applicable laws, such conflicts shall not affect other provisions of this Mortgage which can be given effect without the conflicting provision, and to this end the provisions of this Mortgage are declared to be severable. This instrument cannot be waived, changed, discharged or terminated orally, but only by an instrument in writing signed by the party against whom enforcement of any waiver, change, discharge or termination is sought. If any conflict shall arise between the terms of this Mortgage and the Financing Agreement, the terms of the Financing Agreement shall govern.

Section 6.02. Waiver of Rights. To the extent permitted by law, Mortgagor waives the benefit of all laws now existing or that hereafter may be enacted (i) providing for any appraisalment before sale of any portion of the Mortgaged Estate, or (ii) in any way extending the time for the enforcement of the collection of the Secured Obligations or creating or extending a period of redemption from any sale made in collecting the Secured Obligations. To the full extent Mortgagor may do so under the laws of the State, Mortgagor agrees that Mortgagor will not at any time insist upon, plea, claim or take the benefit or advantage of any law now or hereafter in force providing for any appraisalment, valuation, stay, extension, redemption or homestead exemption, and Mortgagor, for Mortgagor, Mortgagor's representatives, successors and assigns, and for any and all persons ever claiming any interest in the Mortgaged Estate, to the extent permitted by law, hereby waives and releases all rights of redemption, valuation, appraisalment, stay of execution, homestead exemption, notice of election to mature or declare due the whole of the Secured Obligations and marshaling in the event of foreclosure of the liens hereby created. If any law referred to in this Section and now in force, of which Mortgagor, Mortgagor's heirs, devisees, representatives, successors and assigns or other person might take advantage despite this Section, shall hereafter be repealed or cease to be in force, such law shall not thereafter be deemed to preclude the application of this Section. Mortgagor expressly waives and relinquishes any and all rights, remedies and defenses that Mortgagor may have or be able to assert by reason of the laws of the State of Michigan pertaining to the rights, remedies and defenses of sureties. The waivers and agreements contained in this section and elsewhere in this Mortgage are given by Mortgagor knowingly and voluntarily and upon advice of counsel.

Section 6.03. Limitation of Interest. All agreements between Mortgagor and Mortgagee, whether now existing or hereafter arising and whether written or oral, are expressly limited so that in no contingency or event whatsoever shall the amount paid, or agreed to be paid, to Mortgagee for the use, forbearance, or detention of the money to be held pursuant to the Financing Agreement or otherwise, or for the performance or payment of any covenant or obligation contained herein, exceed the maximum amount permissible under applicable law. If from any circumstance whatsoever fulfillment of any provision hereof at the time performance of such provision shall be due shall involve transcending the limit of validity prescribed by law, then, *ipso facto*, the obligation to be fulfilled shall be reduced to the limit of such validity, and if from any such circumstance Mortgagee or holders of the Bonds shall ever receive as interest under the Bonds or this Mortgage or otherwise anything of value which would exceed interest at the highest lawful rate, such amount that would be excessive interest shall be applied to the reduction of the principal amount owing under the Bonds or on account of other Secured Obligations and not to the payment of interest, or if such excessive interest exceeds the unpaid balance of principal of the Bonds and such other Secured Obligations, such excess shall be refunded to Mortgagor. All sums paid or agreed to be paid to Mortgagee for the use, forbearance, or detention of the Secured Obligations shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full term of such obligations until payment in full so that the rate of interest on account of Secured Obligations is uniform throughout the term thereof. The terms and provisions of this paragraph shall control all agreements between Mortgagor and Mortgagee.

Section 6.04. [Reserved]

Section 6.05. Notices. Unless otherwise required by law, whenever Mortgagee or Mortgagor shall desire to give or serve any notice, demand, request or other communication with respect to this Mortgage, each such notice, demand, request or other communication shall be in writing and shall be deemed to have been given if sent by hand delivery, one day after deposit with overnight courier or two days after deposit in the case of certified mail, postage prepaid, addressed to the following mailing addresses:

If to Mortgagor: Hope Academy
1010 Grand River Avenue
Detroit, MI 48204
Attn: President, Board of Directors
Tel: (313) 934-0054
Fax: (313) 934-0074

If to Mortgagee: The Bank of New York Mellon Trust Company, N.A.
ATTN: Corporate Trust Services
719 Griswold Street, Suite 930
Detroit, MI 48226
Tel: (313) 967-4345
Fax: (313) 967-5190

Any party may at any time change its address for such notices by delivering to the other parties hereto, as aforesaid, a notice of such change.

Section 6.06. Captions. The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Mortgage.

Section 6.07. Invalidity of Certain Provisions; Conflicting Provisions. If the lien of this Mortgage is invalid or unenforceable as to any part of the Secured Obligations, or if the lien is invalid or unenforceable as to any part of the Mortgaged Estate, the unsecured or partially secured portion of the Secured Obligations shall be completely paid prior to the payment of the remaining and secured portion of the Secured Obligations, and all payments made on such obligations, whether voluntary or under foreclosure or other enforcement action or procedure, shall be considered to have been first paid on and applied to the full payment of that portion of the Secured Obligations which is not secured or fully secured by the lien of this Mortgage.

Section 6.08. Subrogation. To the extent that proceeds of the Bonds or advances under this Mortgage are used to pay any outstanding lien, charge or prior encumbrance against the Mortgaged Estate, such proceeds or advances have been or will be advanced by Mortgagee at Mortgagor's request, and Mortgagee shall be subrogated to any and all rights and liens held by any owner or holder of such outstanding liens, charges and prior encumbrances, irrespective of whether said liens, charges or encumbrances are released of record.

Section 6.09. Change in Ownership. If the ownership of the Mortgaged Estate or any part thereof or interest therein becomes vested in a person other than Mortgagor owning the same on the date hereof, Mortgagee may, without notice to Mortgagor, deal with such successor or successors in interest with reference to this Mortgage and the Secured Obligations in the same manner as with Mortgagor without in any way vitiating or discharging Mortgagor's liability hereunder or upon the Secured Obligations. No sale of the Mortgaged Estate, and no forbearance on the part of Mortgagee, and no extension of the time for the payment of the Secured Obligations, given by Mortgagee, shall operate to release, discharge, modify, change or affect the original liability, if any, of Mortgagor or the liability of any guarantors or sureties of Mortgagor, either in whole or in part; provided that Mortgagor may be released from its original liability under this Mortgage upon transfer of the entire Mortgaged Estate with the written consent of Mortgagee and as permitted under the Financing Agreement.

Section 6.10. Assignment of Mortgagee's Interest. It is expressly agreed that any and all terms of this Mortgage, the Financing Agreement and all other agreements made or executed by Mortgagor or others in favor of Mortgagee, and all rights, powers, privileges, options and remedies conferred upon Mortgagee herein and therein, shall inure to and be for the benefit of, and may be exercised by, Mortgagee and its successors and assigns, and the words "Mortgagee" shall also mean and include the successor or successors and the assign or assigns of Mortgagee and its successors and assigns. Mortgagor hereby specifically grants unto Mortgagee the right and privilege, at Mortgagee's option, to transfer and assign to any third person all or any part of Mortgagee's rights to receive funds or payments hereunder.

Section 6.11. Time Is of the Essence. Time is of the essence under this Mortgage and the Financing Agreement.

Section 6.12. Obligations of Mortgagor. The obligations of Mortgagor to make payments hereunder and under the Financing Agreement and the Municipal Obligation and to

perform and observe all agreements on its part contained herein and therein shall be absolute and unconditional. Until this Mortgage is terminated or payment in full of all Bonds is made or is provided for in accordance with the Municipal Obligation, Mortgagor (i) will not suspend or discontinue any payments under the Indenture or neglect to perform any of its duties required thereunder or hereunder; (ii) will perform and observe all of its obligations set forth in the Financing Agreement, this Mortgage and the Municipal Obligation; and (iii) except as provided herein will not terminate the Financing Agreement or this Mortgage for any cause.

Section 6.13. Immunity of Individuals. No recourse shall be had for the payment of the principal of, premium, if any, or interest on the Bonds or for any claim based thereon or under the Indenture, the Financing Agreement, this Mortgage or the Bonds or upon any obligation, covenant or agreement herein against any past, present or future officer, director, trustee, member, employee or agent of Mortgagor, whether directly or indirectly and all such liability of any such individual as such is hereby expressly waived and released as a condition of and in consideration for the execution hereof and the issuance of the Bonds.

Section 6.14. Supplements; Amendments. This Mortgage may be supplemented or amended by written agreement between Mortgagor and Mortgagee in accordance with the applicable provisions of the Financing Agreement.

IN WITNESS WHEREOF, Mortgagor has caused this Mortgage to be duly executed on the day and year set forth in the acknowledgment attached hereto and effective on the date first written above.

HOPE ACADEMY

By: Leatrice W. Eagleson
Leatrice W. Eagleson

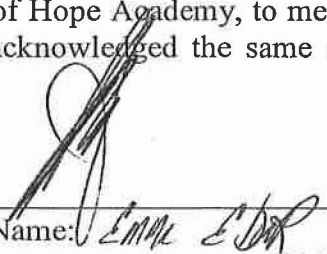
Its: Board President

STATE OF MICHIGAN

)

COUNTY OF Oakland) ss:
)

Personally came before me this 19 day of April, 2011, the above named Leatrice W. Eagleson, President of the Board of Directors of Hope Academy, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of said Hope Academy.


Name: Emma E. Dor
Notary Public, State of Michigan
My commission expires: March 29, 2015
Acting in County of: Oakland

POWER OF ATTORNEY

Mortgagee may act as attorney-in-fact or otherwise on behalf of Mortgagor pursuant to Sections 1.22, 3.01 and 5.02(f) of this Mortgage. This power of attorney is coupled with an interest, is durable and is not affected by subsequent disability or incapacity of the principal or lapse of time.

Randy McNeal
Witness

Lester W. Egler
Mortgagor

EXHIBIT A

LEGAL DESCRIPTION

[Attached]

Old Republic National Title Insurance Company

The Land referred to in this policy is described as follows:

Land in the City of Detroit, County of Wayne, State of Michigan being more particularly described as:

Lots 474 thru 485 and Lot 486 except the West 2 feet thereof and vacated alley adjacent, Russell Woods Subdivision, as recorded in Liber 34 Page 3 of Plats, Wayne County Records. ALSO Lots 1 thru 16 and vacated alley adjacent, Brown & Babcock's Subdivision, as recorded in Liber 16 Page 15 of Plats, Wayne County Records. ALSO the East 192 feet of the North 1/2 of Outlot 8 and the North 1/2 of Outlot 7, except the South 20 feet deeded for alley, Joseph Yerke's Subdivision, as recorded in Liber 3 Page 38 of Plats, Wayne County Records.

Tax Parcel ID: Ward 14 Part of Item 012206

More Particulary Described As:

LOTS 474 THROUGH 485 INCLUSIVE AND LOT 486, EXCEPT THE WESTERLY 2.00 FEET THEREOF, INCLUDING THE VACATED PUBLIC ALLEY (20 FEET WIDE) LYING ADJACENT TO LOTS 474 THROUGH 476 INCLUSIVE OF "RUSSEL WOODS SUBN OF PARTS OF 1/4 SECS 11 AND 12, 10,000 A.T.", AS RECORDED IN LIBER 34 OF PLATS, ON PAGE 3, WAYNE COUNTY RECORDS; LOTS 1 THROUGH 16 INCLUSIVE, INCLUDING A VACATED PUBLIC ALLEY (9 FEET WIDE) LYING ADJACENT TO LOTS 1 THROUGH 15 INCLUSIVE AND PART OF LOT 16, OF "BROWN AND BABCOCK'S SUB OF THE W'LY 41 2/3 ACRES OF 1/4 SEC 29 AND W'LY 25.06 ACRES OF 1/4 SEC 32 10000 AT", AS RECORDED IN LIBER 16 OF PLATS, ON PAGE 15, WAYNE COUNTY RECORDS; AND THE EASTERLY 192 FEET OF THE NORTHERLY 1/2 OF OUTLOT 8 AND THE NORTHERLY 1/2 OF OUTLOT 7, EXCEPT THE SOUTHERLY 20 FEET THEREOF, DEEDED FOR ALLEY PURPOSES OF "JOSEPH YERKES' SUBDIVISION OF THE NORTHERLY PART OF FRACTIONAL QUARTER SECTION NUMBER 30 OF THE TEN THOUSAND ACRE TRACT", AS RECORDED IN LIBER 3 OF PLATS, ON PAGE 38, WAYNE COUNTY RECORDS, ALL BEING LOCATED IN THE CITY OF DETROIT, WAYNE COUNTY, MICHIGAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION ON THE SOUTHERLY LINE OF CORTLAND AVENUE (60 FEET WIDE) WITH THE WESTERLY LINE OF BROADSTREET AVENUE (100 FEET WIDE), SAID POINT BEING ALSO THE NORTHEASTERLY CORNER OF LOT 474 OF SAID "RUSSEL WOODS SUBN" (L. 34, PLATS, P. 3, W.C.R.); PROCEEDING THENCE FROM SAID POINT OF BEGINNING SOUTH 24 DEGREES 53 MINUTES 39 SECONDS EAST, ALONG THE WESTERLY LINE OF SAID BROADSTREET AVENUE, SAID LINE BEING ALSO THE EASTERLY LINE OF LOTS 474 AND 475 OF SAID "RUSSEL WOODS SUBN" AND THE EASTERLY LINE OF LOTS 1 THROUGH 16 INCLUSIVE OF SAID "BROWN AND BABCOCK'S SUB", (L. 16, PLATS, P. 15, W.C.R.), A DISTANCE OF 579.56 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT 16; THENCE SOUTH 65 DEGREES 18 MINUTES 38 SECONDS WEST, ALONG THE SOUTHERLY LINE OF SAID LOT 16, A DISTANCE OF 125.00 FEET TO THE SOUTHWESTERLY CORNER OF SAID LOT; THENCE NORTH 24 DEGREES 53 MINUTES 39 SECONDS WEST, ALONG THE EASTERLY LINE OF A PUBLIC ALLEY (20 FEET WIDE), SAID LINE BEING ALSO PART OF THE WESTERLY LINE OF SAID LOT 16, A MEASURED DISTANCE OF 25.28 FEET (DESCRIBED 27.20 FEET), TO A POINT; THENCE SOUTH 65 DEGREES 12 MINUTES 58 SECONDS WEST, ALONG THE NORTHERLY LINE OF A PUBLIC ALLEY (20 FEET WIDE), SAID LINE BEING ALSO THE SOUTHERLY LINE OF THE NORTHERLY 1/2 OF OUTLOT 7 AND SOUTHERLY LINE OF THE EASTERLY 192 FEET OF THE NORTHERLY 1/2 OF OUTLOT 8, EXCEPT THE SOUTHERLY 20 FEET THEREOF, DEEDED FOR ALLEY PURPOSES OF "JOSEPH YERKES' SUBDIVISION", (L. 3, PLATS, P. 38, W.C.R.), A DISTANCE OF 429.10 FEET TO THE POINT OF INTERSECTION OF SAID ALLEY LINE WITH THE WESTERLY LINE OF THE EASTERLY 192 FEET OF SAID OUTLOT 8; THENCE

(Continued)

NORTH 25 DEGREES 05 MINUTES 35 SECONDS WEST, ALONG THE WESTERLY LINE OF THE EASTERLY 192 FEET OF SAID OUTLOT 8, A DISTANCE OF 455.43 FEET, TO A POINT ON THE NORTHERLY LINE OF SAID OUTLOT; THENCE NORTH 65 DEGREES 18 MINUTES 38 SECONDS EAST, ALONG A PORTION OF THE NORTHERLY LINE OF SAID OUTLOT 8, A DISTANCE OF 16.70 FEET TO A POINT; THENCE NORTH 24 DEGREES 53 MINUTES 39 SECONDS WEST, ALONG THE WESTERLY LINE OF LOT 486, EXCEPT THE WESTERLY 2.00 FEET THEREOF, OF SAID "RUSSEL WOODS SUBN"; A DISTANCE OF 93.50 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID CORTLAND AVENUE; THENCE NORTH 64 DEGREES 40 MINUTES 00 SECONDS EAST, ALONG THE SOUTHERLY LINE OF SAID CORTLAND AVENUE, SAID LINE BEING THE NORTHERLY LINE OF LOT 486, EXCEPT THE WESTERLY 2.00 FEET THEREOF, ALL OF THE NORTHERLY LINE OF LOTS 485 THROUGH 476 INCLUSIVE, THE NORTHERLY END OF A VACATED ALLEY (20 FEET WIDE) AND THE NORTHERLY LINE OF SAID LOT 474 OF SAID "RUSSEL WOODS SUBN", A DISTANCE OF 539.00 FEET TO THE POINT OF BEGINNING. CONTAINING 7.063 ACRES, MORE OR LESS, OF LAND IN AREA.

CONTRACT SCHEDULE 7

Required Information for Public School Academy

SCHEDULE 7

REQUIRED INFORMATION FOR PUBLIC SCHOOL ACADEMY

Required Information for Public School Academy. This Schedule contains information required by the Code. Every public school academy contract shall include the information contained in this Schedule 7.

- Section a. **Governance Structure**
- Section b. **Educational Goals**
- Section c. **Educational Programs**
- Section d. **Curriculum**
- Section e. **Method of Pupil Assessment**
- Section f. **Application and Enrollment of Students**
- Section g. **School Calendar and School Day Schedule**
- Section h. **Age and/or Grade Range of Pupils**

SECTION a
Governance Structure

GOVERNANCE STRUCTURE

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

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

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

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

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

The Hope Academy Board members currently serving will continue as Hope Academy Board members under this renewal contract. Nominations and appointments of subsequent Hope Academy Board members shall be made in accordance with this Contract. Vacancies in offices shall be determined and filled pursuant to the provisions set forth in the Bylaws. The current Hope Academy Board members are as follows:

Angela Polk



Term Expires: 2021

Kenneth Davis



Term Expires: 2021

Nanette DePriest



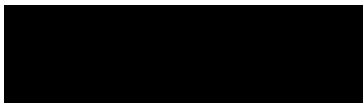
Term Expires: 2022

Chedrin Chambers



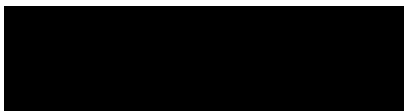
Term Expires: 2020

Kenneth Bland



Term Expires: 2022

Melissa Dunmore



Term Expires: 2022

SECTION b
Educational Goals

Grades K - 8

In accordance with the applicable law and the charter contract Terms and Conditions, including Article VI, Section 6.2, the Academy shall achieve or demonstrate measurable progress towards the achievement of the educational goals identified in this Section. Additionally, the Academy is expected to meet the State of Michigan's accreditation standards pursuant to state and federal law.

Measure 1: Student Growth

- Students are expected to show “1 year of academic growth for 1 year of instruction,” based on standardized, norm-referenced assessment tools (e.g., NWEA, MSTEP).
- The benchmark for the student growth measure is that at least half (50%) of the students enrolled from fall to spring will meet the student growth expectations.
- The specific metric(s) may vary, as determined by the needs of the Authorizer, but will likely include metrics such as:
 - 50% of students meeting normative projected growth targets
 - A median growth percentile of 50 or higher
 - A conditional growth index of 1.0 or higher
 - An average to above average growth rate (as currently reported in state accountability systems)
- Growth benchmarks that will allow students to “catch up” rather than just “keep up” may also be established.

Measure 2: Student Achievement

- It is expected that the academy is helping all students reach proficiency levels on standardized, norm-referenced assessment tools (e.g., NWEA, MSTEP).
- The Authorizer recognizes that most students enter the Academy performing below grade level. With that in mind, rigorous but attainable benchmarks will be set for this metric (and periodically adjusted).
- At this time, the Authorizer expects that at least 35% of students will attain a score that is considered proficient / at grade level.

Achievement benchmarks that examine the proficiency of students enrolled for three or more years may also be set to ensure that the Academy is helping students catch up over the long-term.

SECTION c
Educational Programs

Charter Contract Schedule 7c: Educational Program

In accordance with applicable law and the charter contract Terms and Conditions including Article VI, Section 6.3, the Academy shall implement, deliver, and support the educational programs identified in Schedule 7c. The Academy shall ensure that the educational program description is clearly written and outlines the instructional methods being used by the Academy to implement its curriculum.

The educational program submission is required to include:

The Academy's Mission Statement:

The mission of Hope Academy is to provide a positive, nurturing, and collaborative educational environment where we ensure the intellectual, social, and physical development of every student.

An explanation of how the educational program fulfills the school's mission, vision and values.

Hope Academy is staffed with highly-qualified administrators, teachers and support staff who are dedicated to fulfilling the Academy's mission, vision and values through our educational beliefs.

Educational Beliefs:

- High expectations produce achievement
- Learning occurs best when each student is active in a positive, academically challenging environment
- All children have value and are able to learn with appropriate support
- Learning is maximized through the development of self-worth, pride, and achievement
- A successful teacher motivates, encourage curiosity, develop interests, and foster a positive attitude towards learning
- Goals and expectations need to be clear and consistent for all staff and students
- The school environment should be caring, comfortable, and safe
- Positive relationships between the school staff, students, parents and community are essential to the culture of the school
- School improvement occurs when the faculty, parents, and the community are committed to quality education

Students at Hope Academy are provided with the necessary supports and resources in a nurturing and collaborative educational environment. Supports and resources include:

- Hearing and Vision Screening
- Dental Program
- Food Baskets
- Coats, hats, uniforms

- Alarm clock distribution
- Bus passes
- Personal Hygiene resources
- Fresh Fruits & Vegetable Snacks
- Breakfast, Lunch, Dinner and Snacks

Within this environment, we seek to ensure the intellectual, social, emotional and physical development of every student.

To ensure the intellectual, social, emotional and physical development of every student, we are committed to providing our students with an educational program that will allow them to master the state's Common Core Academic Standards, show continuous improvement and growth on assessments (state, district wide assessments and local assessments), social and emotional growth, and preparation for the next grade level to *College and Career Readiness (CCR)*.

Hope Academy's educational program is student-centered and continues to promote the program around the needs of the whole child. This is uniquely accomplished through the academy's array of student services beyond the teacher in the classroom.

Support Services include:

- Specialized instruction from our math and reading specialists, providing small group intervention and one-on-one support services not only to students but teachers within their area of expertise
- Reading intervention through instructional aides and tutors. Students are provided educational services through small groups, push-in services and one-on-one instruction
- Special Education/Resource services provided to Tier 3 Students
- A collaborative *Multi-Tiered Systems of Support (MTSS)* with a focus on academic and behavioral interventions
- Comprehensive School Social Work Services that address barriers that limit students to receiving full benefits from their academic experience. Services are also inclusive of anger management, grief counseling, addressing homelessness, crisis intervention, and maximizing access to school and community based resources. Other social work services include prevention/intervention; wraparound; and mental health, inclusive of psychiatric evaluations, psychological services, and referrals as may be needed.
- *Restorative Practices* is an effective solution to resolve student issues and conflicts. *Restorative Practices* Training is provided to parents, students, and staff to promote a school climate and culture conducive to student learning and teaching excellence.
- Character Education Program (Monthly Themes)
- The University Of Michigan - Dearborn King Chavez Parks (KCP) College Day Program exposes students to the information, knowledge, and skills needed to prepare

themselves for college entry and success through college visits, educational field trips, and in-school workshops

- *Parents R.O.A.R. (Parent Involvement/Engagement Program: "Reaching Our Ability to Revolutionize"* provides parent workshops and activities designed to enhance parent knowledge and build community within the school and the surrounding community at large.
- Extended School Day: After School Title IA Tutorial Program
- Extended School Year: Title IA Summer School Program
- Harambee Male Mentoring Program, a component of “My Brother’s Keeper” developed by The Obama Foundation
- *Wayne RESA* (County) Instructional Support (Core Content Areas Instructional Coaches, School Improvement Facilitator)
- Intervention Classes (All Core Content Areas: Reading, Writing, Mathematics, Science, & Social Studies).
- Explorers Program - in-school career development workshops for students

Additionally, the Academy knows the importance of balance and therefore offers competitive sports through our physical education department, music/choir, foreign language, technology, and academic games.

It is our expectation that each day, students leave the school better than when they came. Using our Continuous Improvement model as a guide, we fulfill our purpose by providing students with stimulation that nurtures them to develop a platform to become life-long learners. Our program addresses all types and styles of student learners, placing an emphasis on the importance of learning styles. We continue to evaluate our programs to determine efficacy of meeting student’s needs.

A description of the research base for the educational program, the instructional strategies, and the methodology used at the Academy.

Hope Academy is committed to utilizing research-based educational programs, instructional strategies and methodology. The instructional strategies utilized at Hope Academy and their research rationale are as follows:

Reciprocal Teaching

According to Carolyn J. Carter, author of the educational article, “Why Reciprocal Teaching?” Reciprocal teaching is defined as “a dialogue that takes place between the teacher and students (or student leader and members of the group) that results in students' learning how to construct meaning when they are placed in must-read situations (tests or assignments). Reciprocal Teaching derives from the theory that reading for meaning and retention—what is referred to as

study reading—requires effort, a full repertoire of comprehension strategies, and the flexibility to use these strategies as the situation requires. The dialogues incorporate four strategies, as mentioned earlier: generating questions, summarizing, clarifying, and predicting.” Additionally, “Reciprocal Teaching has been heralded as effective in helping students improve their reading ability in pre-post trials or research studies (Pearson and Doyle 1987, Pressley et al. 1987). According to Bruer (1993).

Reciprocal Teaching helps novice readers learn and internalize the strategies excellent readers employ. When engaging in Reciprocal Teaching strategies, the novices are practicing and developing the skills required to comprehend and learn.”

Cornell Notes

According to Duane Broe, Cornell Notes is defined as ”A note-taking format designed by Walter Pauk which involves sectioning paper to record main ideas, supporting details, and summaries (Pauk & Owens, 2011).” “The Cornell method provides a systematic format for condensing and organizing notes. The student divides the paper into two columns: the note-taking column (usually on the right) is twice the size of the questions/key word column (on the left)... Within 24 hours of taking the notes, the student must revise and write questions and then write a brief summary in the bottom five to seven lines of the page. This helps to increase understanding of the topic. When studying for either a test or quiz, the student has a concise but detailed and relevant record of previous classes” (Wikipedia). Finally, “The studies discussed earlier showed an increase in student achievement when teaching note taking strategies. When taught a note-taking strategy, students’ quiz scores, retention of material, participation in class, recording of key lecture points, and overall grades increased. This shows why teaching students a strategy, such as CN, is so important” (Broe 2013).

Close Reading

According to Beth Burke, Close Reading is “thoughtful, critical analysis of a text that focuses on significant details or patterns in order to develop a deep, precise understanding of the text’s form, craft, meanings, etc. It is a key requirement of the Common Core State Standards and directs the reader’s attention to the text itself.” Close reading requires that teachers properly scaffold instruction to meet the diverse needs of student learners. These scaffolds include:

- Interactive read aloud
- Comprehension Toolkit lessons
- Shared Reading

- QAR
- Literature circles
- Questioning the author
- Reciprocal teaching
- Connecting to themes/essential questions
- Post-its
- Think sheets
- Jigsaws

Hope Academy selected Close Reading as one of its instructional strategies because “A significant body of research links the close reading of complex text—whether the student is a struggling reader or advanced—to significant gains in reading proficiency and finds close reading to be a key component of college and career readiness. (Partnership for Assessment of Readiness for College and Careers, 2011, p. 7).”

Gradual Release Method

According to the ACPS Talent Development website, gradual release method is “a best practice instructional model where teachers strategically transfer the responsibility in the learning process from the teacher to the students (Fisher & Frey). Typically, the model of teaching has four phases:

I DO: Where the teacher models the lesson objective in a focus lesson;

WE DO: Guided instruction with both input from the teacher and the students;

YOU DO TOGETHER: Collaborative learning in small groups or partners, and

YOU DO ALONE: Independent practice.

Nancy Grey and Douglas Fisher go on to state: “The gradual release of responsibility model of instruction suggests that cognitive work should shift slowly and intentionally from teacher modeling, to joint responsibility between teachers and students, to independent practice and application by the learner (Pearson & Gallagher, 1983). This model provides a structure for teachers to move from assuming “all the responsibility for performing a task . . . to a situation in which the students assume all of the responsibility” (Duke & Pearson, 2004, p. 211).” Hope Academy selected the Gradual Release Method as one of its instructional strategies because it provides the necessary scaffolds while allowing students to develop into independent thinkers and learners.

Professional Learning

Hope Academy provides a structured, carefully orchestrated data-driven system for professional learning that promotes collegial support, aids in assessing instructional practices and provides research-based (instructional) program support in order to raise student achievement.

Professional learning/development is embedded and ongoing. It is provided to help build the capacity of educators and is a key to our educational program. Effective professional learning/development focuses on data to inform our teaching and learning -- which ultimately improves our instructional effectiveness.

The academy's professional learning/development is intentional and is derived from student data. We continue to develop teacher effectiveness through our school wide instructional strategies: *Reciprocal Teaching*, *Close Reading*, *Gradual Release Method*, *Cornell Notes* and *Fayer Model*, along with *Differentiated Instruction* professional learning from Dr. Hasty. These six instructional strategies are aligned with the academy's comprehensive instructional program. The staff has also received training from the Detroit Children's Fund (DCF) on the *Classroom Visit Tool* (CVT), which includes training on focused instruction, classroom management, higher order thinking strategies, and more. Staff have also engaged in the following professional learning sessions:

English Language Arts:

- Making the Thinking of Reading Visible
- Introduction to Text Complexity
- Developing Text Dependent Questions to Support
- Students in Unlocking/Analyzing Complex Texts

Mathematics:

- Making the Thinking of Math Visible
- Introduction to the three aspects of rigor
- Qualitative Task Complexity Analysis

Hope Academy is committed to enabling our faculty to remain current with the research based best practices in the educational arena. Hope Academy's investment in professional development to our staff remains an ongoing priority into the 2019-2020 school year. **See table below, "Hope Academy Charter Renewal Indicators - Professional Development Investment".**

Hope Academy Charter Renewal Indicators

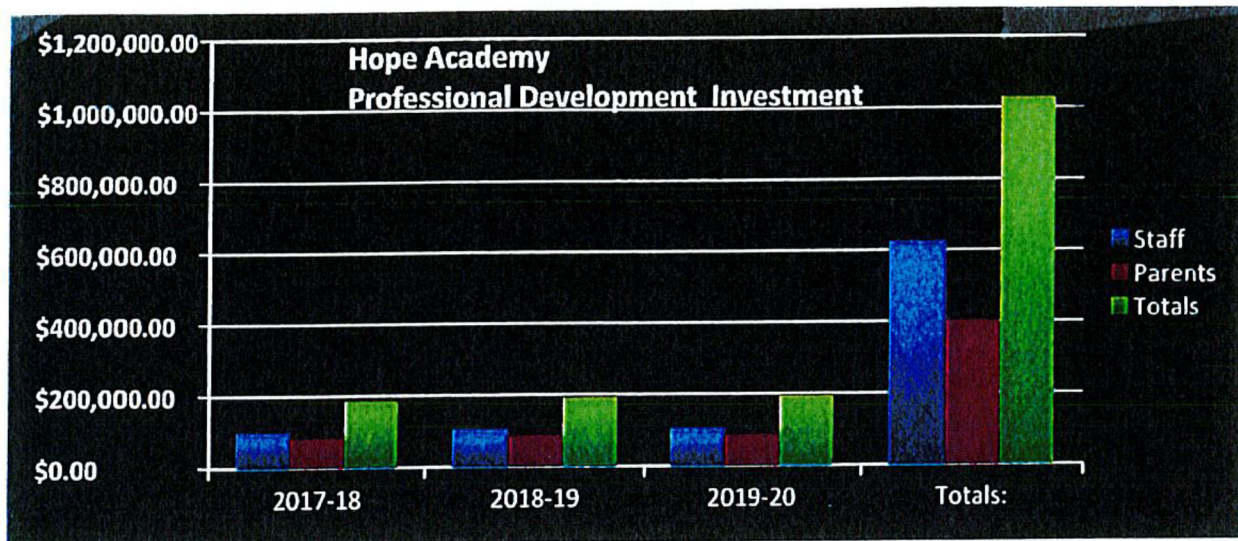


Table 1.1

Hope Academy - Investment in Professional Development

	Staff	Parents	Totals
2017-18	\$ 100,347.00	\$ 85,312.80	\$ 185,659.80
2018-19	\$ 103,357.41	\$ 87,019.06	\$ 190,376.47
2019-20	\$ 104,670.00	\$ 88,759.44	\$ 193,429.44
Totals:	\$ 308,374.41	\$ 261,091.29	\$ 569,465.70

Professional Learning Communities (PLC):

Support for Hope Academy's Professional Learning is empowered through our Professional Learning Communities. Through the Academy's commitment to effective PLCs, teachers and support staff, provide collegial support for effective use of data to monitor and inform instruction, ensure the implementation of research-based strategies, and ensure fidelity in an effort to reach our goal of raising student achievement. Additionally, the methods of delivery of instruction to students are taught in multiple ways:

- Class Participation
- Technology
- Technology-based academic programs (Exact Path, Study Island, Read Theory, Khan Academy)

- Homework
- Subject Specific Projects including:
Reading Projects/Social Studies Projects
- Musician instrument project
- Famous African Americans (Black History Month)
- Dr. Martin L. King, Jr. “My Dream” activity for MLK Day
- Black History Inventors Project
- Celebrating Black Inventors
- Science Projects
 - Science Fridays
 - Plants and how they survive
 - Biome book
 - Animal Ecosystems
 - Biomimicry Engineering Project
 - Making Sounds Project
 - The Science Of Movement

Instructional Learning Cycles (ILC)

The *Instructional Learning Cycles* allow teachers to use data to inform and differentiate instruction. Our *ILC* process includes a series of collaboration meetings held by content and/or grade level teams. Each meeting, through our PLC or another setting, provides an opportunity for our teachers to reflect on the quality of instruction and the evidence of student learning. These meetings allow our teaching teams to analyze their combined implementation and impact data to build a sense of collective responsibility for the learning of all students. Between these collaborative meetings, our teachers implement specific instructional strategies and gather student data through formative assessments. Each teacher collects and analyzes data on both the implementation of the strategy and the impact of the strategy on student learning within their own classroom. This data is used to determine next instructional steps for students.

Special Education Services:

Students enrolled at Hope Academy that receive special education services make up 12.31% of its student population. The disabilities of the students require the services of the following team specialists:

- Special Education Coordinator
- Elementary (K-5) Special Education Resource Room Teacher
- Middle School (6-8) Special Education Resource Room Teacher
- Speech-Language Pathologist
- (1) School Social Worker
- (3) Social Workers
- Psychologist

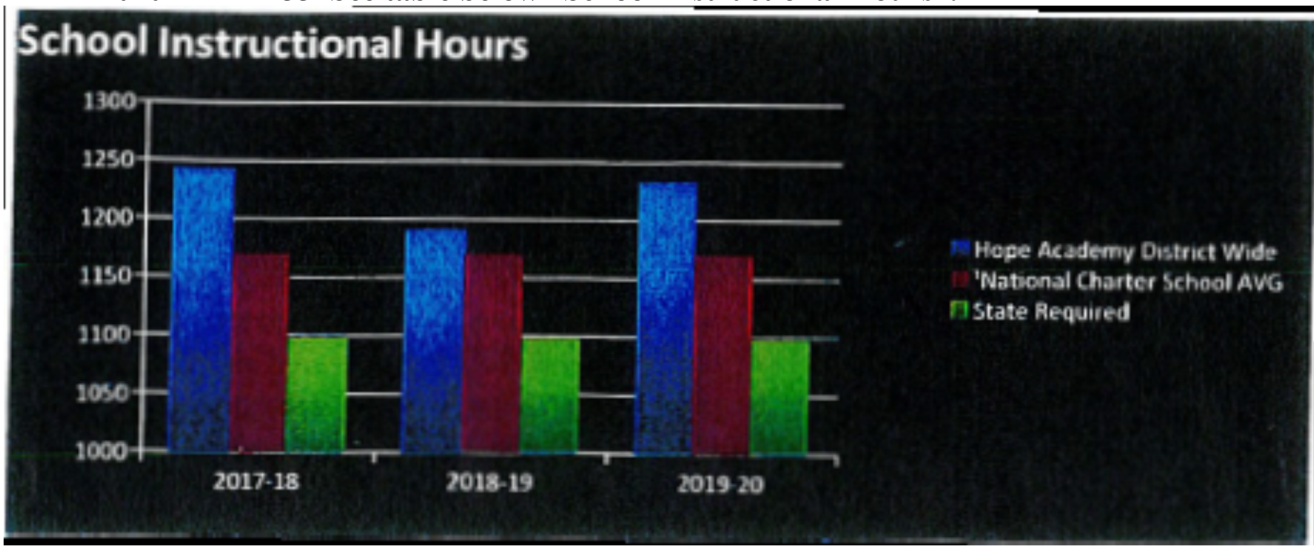
The range of student disabilities include:

- Specific Learning Disabilities
- Cognitive Impairment
- Emotional Impairment
- Visual Impairment
- Other Health Impairment
- Speech and Language Impairment

The special education instructors and support staff are highly qualified, dedicated, and committed to providing superior researched based services to all Hope Academy students with special needs.

School Instructional Hours

A vital instructional strategy for providing world class educational opportunities to our Hope Academy students was to increase the amount of time our staff provide instruction to our students. The instructional hours for the 2017-2018 school year (SY) was 1243.5. The instructional hours for the 2018-2019 SY was 1190, and the instructional hours for the 2019-2020 SY is 1233. See table below “School Instructional Hours”.



A description of how the educational program engages students in learning and prepares them academically for success in college, work and life.

As Michigan has adopted the Common Core State Standards and the Next Generation Science Standards, our educational program aligns with the standards of the cores as well as the Michigan Curriculum Framework Standards. Our educational program prepares our students to be College and Career Ready. The standards are taught within units and lessons that are implemented weekly to drive mastery and student success through pacing of the standards. Units and lessons are based on the data of the academy for each grade level. Our educational program includes all core subjects, individualized instructional support through math and

reading intervention, intervention classes, schedules/times in which subjects are taught, non-core subjects such as music, art, foreign language and academic games. Within our educational program, students are able to extend learning beyond school hours by utilizing web-based educational platforms after-school, at home, or the nearest library.

Within the context of our educational program, school partners such as the University of Michigan's KCP Program also play a vital role in the preparation of Hope Academy students for success. By providing visits to various universities, students are able to tour the campus, speak with university representatives, and begin early preparation for success in college, work, and life. They also provide in-school workshops in critical areas such as time management, critical thinking, communication skills, test-taking, and effective communication skills. These programs are offered to our middle school students throughout the school year.

A critical component of our educational support is Hope Academy's Parent Involvement/Engagement Program, *Parents R.O.A.R. - "Reaching Our Ability to Revolutionize".* *Parents R.O.A.R.* offers Hope Academy's parents education information to help their children in the areas of academics, attendance, and behavior. Additionally, it provides Hope Academy parents resources to help improve their quality of life such as housing, food, clothing, bus passes for travel to school, classroom school supplies and extra-curricular school supplies. 2019-2020 is the sixth year for Hope Academy's *Parents R.O.A.R. Program*. This program has helped to increase our parent involvement/engagement at Hope Academy. During the 2019-2020 school year, Parents R.O.A.R. has hosted valuable workshops educating parents on the following topics: Michigan's new 3rd Grade Reading Law, How To Build A Stronger Family Bond, Hands-on Learning Activities With Your Children, and more.

Hope Academy's Educational Program is a village that, in addition to our school faculty and support services teams including *Wayne RESA*, *EMU*, and outside agencies, includes parents and the community. Hope Academy's Educational Service Provider, *BDFI Educational Services*, and other collaborative partners serve as a part of the village that helps to prepare its students for college and career readiness.

An explanation of how the educational program assists students in the attainment of the Common Core State Standards and the Michigan Curriculum Framework Standards.

The Common Core State Standards and the Next Generation Science Standards are the standards that all students will be expected to reach. Hope Academy's curriculum includes a year-long scope and sequence that provides an overview of standards and material to be

taught to assist our students in attaining the standards with mastery. These standards are delivered through direct instruction, explicit instruction, differentiation of instruction, accommodations, modifications, progress monitoring, scaffolding and multiple intelligences. Teaching and learning is presented in different ways to satisfy the needs of the visual-spatial learner, those who are kinesthetic, musical, interpersonal, intrapersonal, linguistic and logical.

Progress monitoring through formative and summative assessments are critical in the mastery or attainment of the standards. Another platform used to monitor progress is MISTAR DnA (Illuminate). Illuminate will be utilized by the lead specialists to be able to access and analyze state and district assessment data to modify or create assessments and use the technology to gain instant data feedback.

Students are assessed three times yearly through Northwest Evaluation Association (NWEA) to monitor student growth. This assessment is aligned with common core and college and career readiness standards that allows the teacher to create individualized learning plan for each student based on his or her particular needs. Data from these assessments serves as a barometer for state standards achievement. Because our program is purposeful, parents must be involved in assisting their child in attaining the standards. Parents are notified through progress reports, conferences, newsletters, parent notes and workshops to keep them informed of their child's progress with the standards. Our educational program provides support through after-school tutoring, in-school interventions, and mentoring to help students attain the standards.

Data Dialogues are also a powerful tool that is utilized at Hope Academy. These data dialogues/conversations are held quarterly and/or as often as assessment data is released or available. Within our Professional Learning Communities (PLC) data dialogues are held which includes:

- Helping teachers understand, develop, and work with their data through a thoughtful, reflective process that includes district and school leadership teams and multiple data sources;
- Identify causation and actions to take place by developing appropriate solutions.

A description of how the educational program allows for adaptation and modification to meet the needs of all learners, e.g. exceptional students, students below grade level, students who qualify for special education services, and English Language Learners.

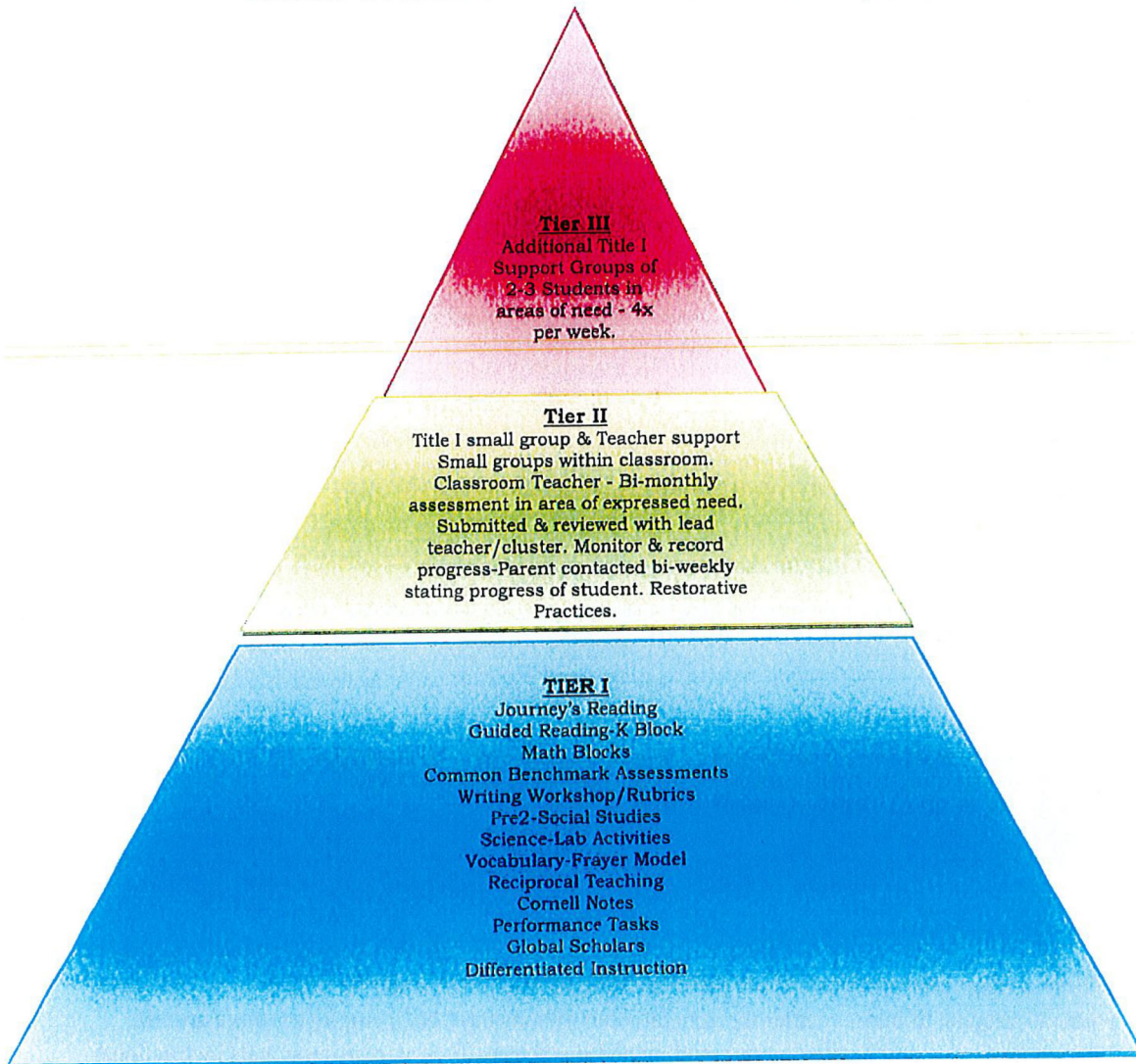
Student's individual needs are addressed through the differentiation of instruction. Differentiation of instruction includes creating an environment where students are challenged and able to accomplish a degree of success. Student needs are being addressed through

various learning styles. Students learn in various ways as this is identified through *Multiple Intelligences*, *Depth of Knowledge* and *Bloom's Taxonomy*. Individual needs are addressed through whole class instruction, small group instruction, accommodations and modifications, one-on-one push-in and pullout support through instructional aides, tutors and our reading and math specialists.

Our *Multi-Tiered Systems of Support (MTSS)* is designed to meet the achievement and behavioral health needs of all learners. Our three-tiered model for instruction and intervention provide additional services for students identified in Tier 2 and Tier 3. Tier 2 is what “some” students receive in addition to Tier 1 instruction. The purpose of Tier 2 instruction and support is to improve student performance under Tier 1 performance expectations. Students in Tier 2 receive additional support through the development of an academic intervention plan, parent-teacher meetings, small group instruction, targeted tutorial support through instructional aides, , administration services, after-school tutoring and summer school. Tier 3 is what a “few” students receive and is the most intense service the academy provides to its students. Tier 3 services are provided to very small groups and/or individuals student via tutors and specialists. The purpose of Tier 3 services is to help students overcome significant barriers to learning academic and/or behavior skills required for school success. Tier 3 students receive more instructional time, smaller instructional groups/individuals, more precise target at appropriate grade level, more extensive opportunities to practice detailed explanations provided during instructions.



HOPE ACADEMY
K-8
RESPONSE TO INTERVENTION/MTSS



HOPE ACADEMY PLANNING FOR CHILDREN "THE PROCESS"

STEP 1

- ANY ADULT THAT HAS CONCERNS
- LEAD TEACHER MEETS WITH TEAM TO REVIEW TEACHERS CONCERNS, REVIEW EVIDENCE (STUDENT WORK, ASSESSMENT, BEHAVIOR ANECOTAL) DURING THE CLUSTER.

STEP 2

- 4-8 GRADE TEACHERS COMPLETE THE REFERRAL PACKET DURING THE CLUSTER WITH OTHER TEACHERS
- K-3 GRADE TEACHERS COMPLETE THE REFERRAL PACKET INDIVIDUALLY
- TURN REFERRAL PACKET INTO SOCIAL WORKER WITH ALL DOCUMENTATION: VELDA HUNTER
- SW WILL REVIEW THE REFERRAL TO ENSURE THAT IT IS COMPLETED IN ITS ENTIRETY AND FOR SUPPORT (IF ALL BACK UP IS NOT INCLUDED IT WILL BE RETURNED FOR CORRECTIONS)

STEP 3

- MULTI-TIERED SUPPORT SYSTEM (MTSS) TEAM WILL MEET (WEDNESDAYS AT 8:30AM)
- DISCUSS STUDENT'S PLAN FOR INTERVENTION AS WELL AS STRATEGIES.
- COMPLETE A RECEIPT WITH ALL RECOMMENDATIONS AND RETURN TO THE TEACHERS WITHIN 48 HOURS.
- PROVIDE A COPY TO THE ADMINISTRATOR: MS. DAVIS-PRINCIPAL

STEP 4

- TEACHER IMPLEMENTS INTERVENTIONS WITH SUPPORT/CLUSTER TEAM
- MONITOR PROGRESS AND PROVIDE A PROGRESS REPORT ON A 3 WEEK INTERVAL FOR 12 WEEKS
- AFTER 6 WEEKS AND NO IMPROVEMENT RETURN TO MTSS FOR SPECIAL INTERVENTION
- AFTER 6 WEEKS WITH IMPROVEMENTS CONTINUE ON WITH INTERVENTION

STEP 5

- AFTER 12 WEEKS OF TEACHER INTERVENTION AND THERE ARE NO IMPROVEMENTS RETURN TO MTSS
- MTSS WILL ASSIGN STUDENT TO AN INTERVENTION SPECIALIST (READING, MATH, AND/OR INSTRUCTIONAL AIDE)
- MONITOR PROGRESS AND PROVIDE A PROGRESS REPORT ON A 3 WEEK INTERVAL FOR 12 WEEKS

STEP 6

- AFTER 12 WEEKS OF INTERVENTION AND THERE ARE MINIMAL TO NO IMPROVEMENT RETURN TO MTSS
- MTSS WILL REFER TO SPECIAL EDUCATION SERVICES

STEP 7

- SPECIAL EDUCATION STAFF EXPLAINS PROCESS AND PROCEDURES TO PARENTS. STAFF COMPLETES
- TESTING COMPLETED WITHIN 30 SCHOOL DAYS AND IEP IS HELD WITH ADMINISTRATOR PRESENT
- LEAST RESTRICTIVE SPECIAL EDUCATION SERVICES BEGIN.

(These general interventions include differentiating instruction in small flexible groups. As some students struggle to improve after the general interventions have been employed, more specific interventions are administered by our reading and math specialists, paraprofessionals instructional aides and tutors). Special Education Resource Teachers, social workers, psychologist and outside consultant services assist students at the highest level of need}.

A description of all assessments utilized by the Academy. In addition to those required by the charter contract, to ensure progress is being made toward the educational goal stated in the charter contract.

Multiple sources of assessment data is utilized to identify the Academy tiers of instruction for all students. Assessments are administered at the state level, district and national level through our authorizer, and at the local level.

District Level - *NWEA* assessment is district wide and is required by our authorizer. Our *NWEA* assessment provides multiple reports which also includes national norms and averages for each grade level. *NWEA* tests are completely computer-based and adjust to each child's ability level. These assessments begin at the child's current grade level and adapts according to the responses given. *Aimswest Plus* assessment is an online assessment administered to our students in kindergarten through grade three in the fall, winter and spring.

State Level – The *Michigan Student Test of Educational Progress or M-STEP* is an online summative assessment designed to measure student proficiency as it relates to the Common Core State Standards. The subject areas on the M-STEP test are English Language Arts, Mathematics, Science and Social Studies. The state assessment is administered in the spring. *Early Literacy Benchmark Assessment in Reading in Math* is an online benchmark assessment that is administered to students in kindergarten through grade two in the fall, winter and spring.

National Level – The *Preliminary Scholastic Aptitude Test (PSAT)* is a summative assessment that Hope Academy eighth grade students take in the spring. The PSAT is a timed, pencil and paper exam that tests the students' proficiency in English Language Arts and Mathematics. The eighth grade students take the Science and Social Studies portions of the M-STEP.

In addition, periodic assessments are administered at the local level and administered to monitor student progress and learning across pre-defined periods of time. Further, classroom

teachers are continually assessing student's academic performance through classroom assessments such as quizzes, unit assessments, chapter tests and performance tasks.

If applicable, a description of how the middle school and/or high school educational program addresses the skills necessary to prepare students academically for success in college, work and life.

The adoption of the Common Core State Standards and the Next Generation Science Standards prepares our students academically for College and Career Readiness. The implementation of these new standards prepare our students for careers and/or college. Educational Development Plans are instrumental in helping our students identify the future path in becoming prepared for college and or careers. Our Educational Development Plans are incorporated with *Man Up!* Program. This program works with ten to fifteen (10-15) students who are challenged with or showing signs of early dropout. The early warning signs includes attendance, behavior and poor or low academic performance.

The University of Michigan KCP Program provides Hope Academy middle school students with comprehensive learning experiences to prepare them for success in college, work, and life. In particular, students engage in numerous on-site college visits where they tour campuses and speak with university representatives. To enhance student awareness, educational field trips are provided to Michigan Science Center, Underground Railroad, Detroit Institute of Arts, and others. Career awareness is also explored through trips to the Federal Reserve, FBI, and more.

Also, in-school academic workshops seek to develop student skills in time management, critical thinking, communication, and other disciplines necessary to succeed in higher educational settings, and in life.

The middle school intervention classes/programs were developed to meet the needs of students who are in need of additional support in the areas of reading, writing, mathematics, science and social studies. Classroom instruction and support staff direct the instruction of each student. Students are placed in these classes based on the data from our state assessments. Students who are at most risk (bottom 30%) are scaffold to their grade-level based on the lowest results amongst each content area. Students are performing at or grade-level (top 30%) participates in academic games, creative writing, and choir as intervention courses are conducted.

Hope Academy believes in producing well-rounded, scholarly students. All students are encouraged to participate in extra-curricular school programs, events, activities, and school sponsored or approved clubs such as our: Christmas Programs, Black History Programs, Spring Concerts/Talent Shows, Spanish Club, Student Council, Cheer and Dance Team, Boys and Girls Scouting Programs, Chess Club, Harambee, Junior Achievement (JA) and

athletic programs. Additionally, students have the privilege to compete in a Math Challenge sponsored by *Eastern Michigan University*.

Students who struggle with social-emotional issues/behaviors have additional opportunities to receive anger management support and grief counseling.

If applicable, a description of the explicit graduation requirements that, at a minimum, comply with the Michigan High School Graduation Requirements.

The Academy does not service students in grades 9-12. However, we are dedicated to preparing all of our students for high school and beyond. Preparation for high school and college is conducted through the implementation of a viable K-8 curriculum. Students are prepared beginning at the kindergarten level through 8th grades. Students in the 8th grades are administered the exam for school of choice (Cass, King, and Renaissance). Student assessment data is consistently reviewed to ensure the mastery of standards required for high school and college. The Academy aligns with the state recommendation and curriculum for K-12 education.

If applicable, statement regarding the preparation of Educational Development Plans for all middle school students.

As required by the State of Michigan, we provide sixth, seventh, eighth graders with an opportunity to develop Educational Development Plans. We will use the *Explorers Program* and *JA* to help our students determine their future goals whether it be college or selecting a career.

A description of the method of evaluation used to determine the effectiveness of the implementation, delivery and support of the educational program.

Every component of our educational program is evaluated through various measures. Our educational program is evaluated through perception data from various stakeholders, students, parents, teachers, our Education Service Provider (*BDFI Educational Services*), authorizer (*Eastern Michigan University*), state and federal authorities.

Teachers and support staff are key in ensuring our educational programs are effective and produce student achievement. Because teachers are essential to our program operating

effectively, they are evaluated twice a year. The instrument used to evaluate teachers is called *Charlotte Danielson Framework for Teaching Evaluation Instrument*. The framework for teaching is research-based and aligned to the *INTASC Standards*. Teachers are evaluated within various domains.

- Domain 1: Planning and Preparation
- Domain 2: Classroom Environment
- Domain 3: Instruction
- Domain 4: Professional Responsibility
- Domain 5: Student Achievement/Growth (as added by the Academy)

Teachers are provided with research-based programs that help complete our educational programs. These programs are Title IA programs (federal) and are evaluated through the Program Evaluation Tool provided by the Michigan Department of Education (MDE).

Other evaluative instruments include the *5Essentials Survey* which is administered to staff, students, and parents. The *5Essentials Survey* is designed to provide a detailed portrait of the inner workings of a school. The *5Essentials Survey* identifies five indicators that lead to important student outcomes, including improved attendance and larger test score gains. The five indicators that positively affect school success are:

- Effective leaders
- Collaborative Teachers
- Involved Families
- Supportive Environments
- Ambitious instruction

Additionally, staff, students, and parents are administered surveys (3) times a year through *AdvancED/MDE*. The *AdvancED* Stakeholder surveys are designed for the Academy to gather data on its stakeholders' perception, opinions and overall knowledge of various facets of the institution. The survey focuses on:

- Purpose and Direction
- Governance and Leadership
- Teaching and Assessing for Learning
- Resources and Support Systems
- Using Results for Continuous Improvement

The Program Evaluation Tool requires the Academy to monitor and evaluate the effectiveness of programs funded by federal funds and examine their impact on achievement of all students, including sub-groups. The Program Evaluation Tool also:

- Ensures high quality planning, implementation, and evaluation of the district continuous improvement process.
- Evaluate the fidelity and ensure ongoing engagement of multiple stakeholders.
- Maximize the coordination, focus and use of local, state and federal funds to impact student learning.

Utilizing perception data is a meaningful part of our school's data profile and our evaluation system. Survey data from parents, teachers, and students is used to effect changes in the learning environment and evaluate our entire educational program.

To make informed decisions about students and the learning environment we evaluate all vendors

providing services and products to our school. This includes:

- *Massenberg and Associates, LLC*
- *Magenta Education Group*
- *Brick's Diversified Services*
- *Keys Food Service*
- *Allied Universal Security Services*
- *Lexnoor Security*

Amongst a host of others. These evaluations are necessary and required per our Procurement Policy, prior to renewing their contracts. We also evaluate every program purchased with Title IA, Title II, Section 31A, and General Funds before we consider them for renewal or providing future services to Hope Academy.

SECTION e
Method of Pupil Assessment

METHODS OF PUPIL ASSESSMENT

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article IV, Section 6.5, and the Academy shall properly administer all state-mandated academic assessments identified in the Code, as applicable, and all academic assessments in accordance with the requirements detailed in the Master Calendar of Reporting Requirements annually issued by the Eastern Michigan University Charter Schools Office (“CSO”).

The Academy shall authorize the CSO to have access to the Academy’s Student/School Data Applications through the Center for Educational Performance and Information and to the electronic reporting system administered by the Michigan Department of Education to access the Academy’s state assessment results, as applicable. The Academy shall ensure that those involved with the administration of these assessments are properly trained and adhere to the ethical standards and testing procedures associated with these assessments.

Academic Assessments to Be Administered:

Grade(s)	Academic Assessments
K-8	Assessments identified in Schedule 7b including all state and authorizer mandated assessments.

SECTION f
Application and Enrollment of Students

APPLICATION AND ENROLLMENT OF STUDENTS

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.6, the Academy shall comply with the application and enrollment requirements identified in this Schedule.

Enrollment Limits

The Academy will offer kindergarten through twelfth grade. The maximum enrollment shall be 700 students. The Academy will annually adopt yearly enrollment caps, subject to the maximum enrollment limitation, prior to its application and enrollment period.

Requirements

Section 504 of the Revised School Code states that public school academies shall neither charge tuition nor discriminate in pupil admissions policies or practices on the basis of intellectual or athletic ability, measures of achievement or aptitude, status as a handicapped person, or any other basis that would be illegal if used by a Michigan public school district.

- Academy enrollment shall be open to all individuals who reside in Michigan. Except for a foreign exchange student who is not a United States citizen, a public school academy shall not enroll a pupil who is not a Michigan resident.

- Academy admissions may be limited to pupils within a particular age range/grade level or on any other basis that would be legal if used by a Michigan public school district.

- The Academy Board may establish a policy providing enrollment priority to siblings of currently enrolled pupils, or to a child of a person who is employed by or at the public school academy or who is on the board of directors of the public school academy.

- The Academy shall allow any pupil who was enrolled in the immediately preceding academic year to re-enroll in the appropriate age range/grade level unless that grade is not offered.

- No student may be denied participation in the application process due to lack of student records.

- If the Academy receives more applications for enrollment than there are spaces available, pupils shall be selected for enrollment through a random selection drawing.

The Academy may give enrollment priority to one (1) or more of the following:

- A sibling of a pupil enrolled in the Academy.

- A pupil who transfers to the Academy from another public school pursuant to a matriculation agreement between the Academy and other public school that provides for this enrollment priority, if all of the following requirements are met:

- A. Each public school that enters into the matriculation agreement remains a separate and independent public school.

- B. The Academy shall select at least 5% of its pupils for enrollment using a random selection process.

- C. The matriculation agreement allows any pupil who was enrolled at any time during elementary school in a public school that is party to the matriculation agreement and who was not expelled from the public school to enroll in the public school academy giving enrollment priority under the matriculation agreement.

- A child, including an adopted child or legal ward, of a person who is employed by or at the Academy or who is on the Academy Board.

Matriculation Agreement

- The Academy Board may enter into a matriculation agreement with another public school academy pursuant to section 504(4) of the Revised School Code.

- However, before the Academy Board approves a matriculation agreement, the Academy shall provide a draft copy of the agreement to the Eastern Michigan University Charter Schools Office (“CSO”) for review.

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

- Until the matriculation agreement is incorporated into this Contract, the Academy is prohibited from granting an enrollment priority to any student pursuant to that matriculation agreement.

Application Process

- The application period shall be a minimum of two weeks in duration, with evening and/or weekend times available.

- The Academy shall accept applications all year. If openings occur during the academic year, students shall be enrolled. If openings do not exist, applicants shall be placed on the official waiting list. The waiting list shall cease to exist at the beginning of the next application period.

- In the event there are openings in the class for which students have applied, students shall be admitted according to the official waiting list. The position on the waiting list

shall be determined by the random selection drawing. If there is no waiting list, students shall be admitted on a first-come, first-served basis.

- The Academy may neither close the application period nor hold a random selection drawing for unauthorized grades prior to receipt of written approval from the CSO.

Legal Notice or Advertisement

- The Academy shall provide legal notice or advertisement of the application and enrollment process in a local newspaper of general circulation. A copy of the legal notice or advertisement must be forwarded to the CSO.
- At a minimum, the legal notice or advertisement must include:
 - A. The process and/or location(s) for requesting and submitting applications.
 - B. The beginning date and the ending date of the application period.
 - C. The date, time, and place the random selection drawing(s) will be held, if needed.
- The legal notice or advertisement of the application period shall be designed to inform individuals that are most likely to be interested in attending the Academy.
- The Academy, being an equal opportunity educational institution, shall be committed to good-faith affirmative action efforts to seek out, create and serve a diverse student body.

Re-enrolling Students

- The Academy shall notify parents or guardians of all enrolled students of the deadline for notifying the Academy that they wish to re-enroll their child.
- If the Academy Board has a sibling preference policy, the re-enrollment notice must also request that the parent or guardian indicate whether a sibling(s) seeks to enroll for the upcoming academic year.
- An enrolled student who does not re-enroll by the specified date can only apply to the Academy during the application period for new students.
- An applicant on the waiting list at the time a new application period begins must reapply as a new student.
- After collecting the parent or guardian responses, the Academy must determine the following:

- A. The number of students who have re-enrolled per grade or grouping level.
- B. The number of siblings seeking admission for the upcoming academic year per grade.
- C. If space is unavailable, the Academy must develop a waiting list for siblings of reenrolled students.
- D. The number of spaces remaining, per grade, after enrollment of current students and siblings.

Random Selection Drawing

- A random selection drawing is required if the number of applications exceeds the number of available spaces. Prior to the application period, the Academy shall:
 - A. Establish written procedures for conducting a random selection drawing.
 - B. Establish the maximum number of spaces available per grade or grouping level.
 - C. Establish the date, time, place and person to conduct the random selection drawing.
 - D. Notify the CSO of both the application period and the date of the random selection drawing, if needed. The CSO may have a representative on-site to monitor the random selection drawing process.
- The Academy shall use a credible, impartial individual who is not employed by, under contract with, a member of the Board of, or otherwise affiliated with the Academy to conduct the random selection drawing. Further, the Academy shall:
 - A. Conduct the random selection drawing in a manner that is open to parents, community members and members of the public who want to observe the process.
 - B. Use numbers, letters, or another system that guarantees fairness and does not give an advantage to any applicant.
- The Academy shall notify applicants not chosen in the random selection drawing that they were not selected and that their name has been placed on the Academy's official waiting list for openings that may occur during the academic year. Students shall appear on the official waiting list in the order they were selected in the random selection drawing.

SECTION g
School Calendar and School Day Schedule

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.7, the Academy shall comply with the school calendar and school day schedule requirements identified in this schedule.

School Calendar

The Academy's school calendar shall comply with Sections 1175, 1284 and 1284a, if applicable, of the Code. The Academy's school calendar shall also comply with the minimum requirements set forth in Section 101 of the School Aid Act of 1979 (MCL 388.1701). The Academy Board must submit a copy of the Academy's school calendar to the CSO upon Academy Board approval.

School Day Schedule

The Academy Board must structure the Academy's school day schedule to meet the required number of instructional days and hours. The Academy Board must submit the school day schedule to the CSO prior to the commencement of each academic year.

SECTION h
Age and/or Grade Range of Pupils

AGE OR GRADE RANGE FOR PUPILS TO BE ENROLLED

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.8, the Academy shall comply with the age or grade ranges as stated in this schedule.

The Academy will enroll students in kindergarten through eighth grade. The Academy may add grades through the charter contract amendment process.