

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

ACADEMY FOR BUSINESS & TECHNOLOGY
(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

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:

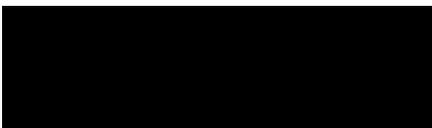
- Establishing a district-wide Multi-Tiered System of Support (MTSS). This includes a procedural guide for academics and behavior.
- Professional Learning was impactful and included the five (5) power strategies for improving student academic achievement: Reciprocal Teaching; Gradual Release Method; 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

**ACADEMY FOR BUSINESS & TECHNOLOGY
(A PUBLIC SCHOOL ACADEMY)**

CONFIRMING THE STATUS OF

ACADEMY FOR BUSINESS & TECHNOLOGY

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 Academy for Business & Technology 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 Academy of Business & Technology Confirming the Status of Academy of Business & Technology 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

<p>General or Public Liability (GL)</p>	<p>Must be Occurrence form. 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. Must include Corporal Punishment coverage. \$1,000,000 per occurrence & \$2,000,000 aggregate. 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. University must be included as an Additional Insured with Primary and Non-Contributory Coverage. 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>
<p>Errors & Omissions (E&O)</p>	<p>Must include Employment Practices Liability. Must include Corporal Punishment coverage. Must include Sexual Abuse & Molestation coverage. Must include Directors' & Officers' coverage. Must include School Leaders' E&O. Can be Claims Made or Occurrence form. 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. \$1,000,000 per occurrence & \$3,000,000 aggregate. 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. University must be included as an Additional Insured with Primary and Non-Contributory Coverage.</p>
<p>COVERAGE</p>	<p>REQUIREMENTS</p>

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.	

<p>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.</p>
<p>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.</p>
<p>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.</p>
<p>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.</p>
<p>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</p>
<p>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.</p>

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: Renee Newman
7420 Calhoun Street
Dearborn, MI 48126

If to Academy Counsel: The Allen Law Group
2500 Fisher Building
3011 W. Grand Blvd.
Detroit, MI 48202

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

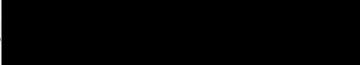
As the authorized representative of the Academy, I hereby certify that the Academy is able to comply with the Contract and all Applicable Law, and that the Academy, through its governing board, has approved and agreed to comply with and be bound by of the terms and conditions of this Contract.

ACADEMY OF BUSINESS & TECHNOLOGY ACADEMY

By: **Renee M. Newman**

Print Name and Title: **Renee Newman, ABT Board President**, Academy Board Designee

Date: July 1, 2020

Signature 
Email 

CONTRACT SCHEDULES

Schedules

Articles of Incorporation1

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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: 800815737

Annual Report Filing Year: 2019

1. Corporation Name:

ACADEMY FOR BUSINESS AND TECHNOLOGY

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 16th Day of September, 2019 by:

Signature	Title	Title if "Other" was selected
Melinda Benkovsky	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

ACADEMY FOR BUSINESS AND TECHNOLOGY

ID Number: 800815737

received by electronic transmission on September 16, 2019 , ***is hereby endorsed.***

Filed on September 16, 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 16th day of September, 2019.

Julia Dale, Director

Corporations, Securities & Commercial Licensing Bureau

571

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)	FILED MAY 14 2002
			Administrator BUREAU OF COMMERCIAL SERVICES

Name David McHale		
Address 26104 Eaton Road		
City Dearborn Heights	State Michigan	Zip Code 48124

Tran:1 4046077-1 05/10/02
Chk#: 00003140 \$10.00
ID#: ACADEMY FOR BUSINESS AND

EFFECTIVE DATE:

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

Academy for Business and Technology

511
adjusted
to agree
with the
Bureau's record

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

OF

THE Academy for Business and Technology

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

ARTICLE I

THE

1. The name of the corporation is: **Academy for Business and Technology.**
2. The corporation identification number (CID) assigned by the Bureau is: **736-785.**
3. The corporation has used no other names.
4. The date of filing the original Articles of Incorporation was: **August 25, 1995.**

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

ARTICLE I

The name of the corporation is: **Academy for Business and Technology.**

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

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.

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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.

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: \$569,803.00.

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

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

ARTICLE IV

The address of the registered office is 4660 South Hagadorn Road, Suite 500, East Lansing, Michigan 48823.

The mailing address of the registered office is the same.

The name of the resident agent at the registered office is: Michael Malone.

ARTICLE V

The corporation is a governmental entity.

ARTICLE VI

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

ARTICLE VII

Before execution of a contract to charter a public school academy between the corporation and the Board of Regents of Eastern Michigan University (the "Authorizing Body"), 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 Authorizing Body as required by the Code.

ARTICLE VIII

The Board of Directors shall have all the powers and duties permitted by law to manage the business, property and affairs of the corporation. Notwithstanding any provision to the contrary, the corporation and its Board of Directors shall at all times comply with Academy Board Provisions, which are provisions regarding the method of selection, length of term, number of members, and other relevant provisions governing the Board of Directors, which may be changed from time to time by the Authorizing Body without the approval of the Academy Board.

ARTICLE IX

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

ARTICLE X

No part of the net earnings of the corporation shall inure to the benefit of or be distributable to its board, directors, officers or other private persons, or organization organized and operated for a profit (except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in the furtherance of the purposes set forth in Article II hereof). Notwithstanding any other provision of these 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 Authorizing Body for forwarding to the state school aid fund established under article IX, section 11 of the Constitution of the State of Michigan of 1963, as amended.

ARTICLE XI

The Terms defined in the Terms and Conditions of the Contract to Charter a Public School Academy ("Contract") between the Authorizing Body and the Academy shall have the same meaning in these articles.

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

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

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

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

ADOPTION OF ARTICLES

These Restated Articles of Incorporation were duly adopted on the 11th day of March, 2002, in accordance with the provisions of Section 642 of the Act. These Restated Articles of Incorporation restate, integrate and do further amend the provisions of the Articles of Incorporation and were duly adopted by the Directors. The necessary number of votes were cast in favor of these Restated Articles of Incorporation.

Signed this 11th day of March, 2002.

By: David McHale
David McHale, President

APPROVED BY:

Joseph F. Pollack
Joseph F. Pollack, Director
Eastern Michigan University
Charter Schools Office
Dated: 4/29/02

LAN01\88657.1

CONTRACT SCHEDULE 2

Bylaws

RESTATED BYLAWS
OF
ACADEMY FOR BUSINESS AND TECHNOLOGY

ARTICLE I

NAME

This organization shall be called Academy for Business and Technology (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 Dearborn, 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 22 day of June, 2012.



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 Academy for Business & Technology, 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 Academy for Business & Technology.

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 Academy for Business & Technology (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

Act 18 Aide/One-on-One Aide

Job Description

Employer: The Leona Group

Job Title: Act 18 Aide, One-on-One Aide

Department: School

FLSA Status: Non-exempt

Reports to: School Leader and or designee

Required: Criminal background checks, unprofessional conduct checks and fingerprinting will be conducted in accordance with State law.

SUMMARY

A One-on-One Aide is assigned to a specific student whose disabilities are of such magnitude to require individual support throughout the school day (typically moderately- to severely- cognitively impaired, autistic, or physically/medically disabled students.) The student's disabilities may involve limitations on mobility, intellectual deficits, self-care, or other special needs. Assist a specific student in the regular education environment, under the direction of a building team composed of regular and special education staff. The team is responsible for identifying specific job tasks to be performed by each Aide in relation to the assigned student. Supervision is provided cooperatively by the general education and special education teachers.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following.

- Provides assistance to a specific eligible student with a disability when the individual educational planning team (IEPT) determines that additional assistance is necessary to support the student in a lesser restrictive general education classroom or community-based setting.
- Implements accommodations and modifications related to classroom activities based on needs identified in the student's IEP.
- Promotes social acceptance and interaction with general education peers.
- Promotes student independence in learning activities, completing classroom assignments and interacting with peers.
- Assists general and special education teachers in implementing daily lessons.
- Assists in implementing behavior intervention strategies.
- Maintains a log of specific support, as described in the student's IEP, which is provided while not under the direct supervision of a special education teacher.

QUALIFICATIONS

- Must meet No Child Left Behind requirements for para-professionals (specifically an associate's or higher degree; OR 60 college credits; OR achieve passing scores on an equivalent state-approved assessment demonstrating knowledge of and ability to assist in instructing reading, writing, and mathematics).
- Basic reading, writing, and communications skills as acquired through a high school diploma or its equivalent.
- Depending on the disabilities and/or special needs of the student to which the Aide is assigned, may need to be able to perform physical tasks such as lifting or restraining the student; may need to be mobile to assist the student with mobility; may need to assist the student with self care such as toileting and feeding.
- Demonstrated proficiency in a teaching/tutoring capacity.
- Evidence of successful experience in student and parent relations and in supporting students with special needs.
- Preferred 1 to 3 years experience.

Associate School Social Worker

Job Description

Employer: The Leona Group

Job Title: Associate School Social Worker

Department: School

FLSA Status: Non-exempt

Reports to: School Leader and or designee

Required: Criminal background checks, unprofessional conduct checks and fingerprinting will be conducted in accordance with State law.

SUMMARY

The primary focus of the school social worker is to assist students whose emotional/ social problems interfere with their ability to obtain maximum benefit from the educational program. The social worker may also act as a liaison between parents/ guardians, school, and public or private agencies responsible for student care and services to assist parents in taking advantage of services available in the school and community.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following related to services to students eligible for special education who have emotional/social problems:

- Conduct social work evaluations with students suspected of having emotional/behavioral problems which may qualify them for special education services.
- Participate in Multi-Disciplinary team meetings to review the results of evaluation(s) and make recommendations relative to eligibility.
- Participate in Individual Educational Planning team (IEP) meetings to identify the amount of social work support a student may require and develop annual goals/short-term instructional objectives related to the social/emotional needs of an eligible student.
- Provide social work services as described in student IEPs related to specific goals and objectives, and provide written evaluations on student progress.
- Conduct functional behavior assessments and assist in writing behavior intervention plans in cooperation with IEP team members.
- Assist school staff in carrying out behavior intervention plans.
- Maintain appropriate confidential records for each student served.
- Develop and plan activities with general education and collaborative teachers to facilitate inclusion of special education students with behavior problems in the general education classroom.
- If applicable, meet regularly with social work mentor and participate in other training necessary to advance skills and credentials to required level(s).

ESSENTIAL FUNCTIONS related to social work services on a school-wide basis:

- Provide pre-referral consultation to teachers and school leaders regarding students with behavior/adjustment issues and join the child study team when students with behavior problems are referred for interventions.
- Provide consultation to parents/guardians regarding family and community adjustment and utilization of community resources.
- Serve as a liaison between the school and community service agencies.
- May make home visits, with appropriate pre-approval and supervision, for family consultation and evaluation.
- Assist school teams in developing and carrying out crisis response plans; assist staff and parents in adjusting to crises/trauma.
- Assist the school team in developing and implementing school-wide behavior intervention strategies.
- Provide social skills training as part of school-wide behavior intervention strategies.
- Other duties as assigned.

REQUIRED QUALIFICATIONS

- Masters in social work and licensure/certification with a School Social Worker endorsement or eligibility for temporary or full approval as a school social worker.
- Training in individual and group assessment and treatment techniques as acquired through academic preparation to become a Social Worker.
- Ability to formulate eligibility recommendations for students with emotional/social problems.
- Ability to communicate effectively both orally and in written communications.
- Familiarity with positive behavior intervention concepts; training in writing and implementing behavior intervention plans.
- Knowledge of social skills needed to change behavior and ability to integrate training into classroom activities.
- Ability to handle stressful situations and carry out responsibilities during times of crisis.
- Ability to work effectively as a team member in developing and providing services to students.
- Must complete a fingerprint-based background check with results acceptable to the Academy.
- Preferred 1 to 3 years experience.

Athletic Coach

Job Description

Employer: The Leona Group

Job Title: Athletic Coach

Department: School

FLSA Status: Non-exempt

Reports to: School Leader, or Athletic Director (if applicable)

Required: Criminal background checks, unprofessional conduct checks and fingerprinting will be conducted in accordance with State law.

SUMMARY

Implement the Academy's program in one or more intra- or inter-mural sports. Instruct student-athletes in proper technique, ensure student safety and health, coordinate competitive events and practices, and support the Academy's mission with respect to student participation in extracurricular programs. If the school has an Athletic Director, these duties may be performed under the Director's supervision.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following:

- Schedule and/or conduct practices, games/meets, and other activities. Organize practice time to provide both individual and team development. Teach the skills, techniques, rules, regulations, and equipment of the sport.
- May coordinate and supervise the work of assistant coaches, chaperones, parent volunteers or others. May assist in hiring and training other coaches.
- Hold organizational meetings for team prospects and encourage potential athletes to participate in the sport.
- Assess players' skills and assign positions. Observe players to determine needs for individual or team improvement.
- Serve as an adult role model for student athletes; demonstrate, through words and actions, a good example for young people, upholding the school's values and principles. Ensure coaching staff and players maintain appropriate conduct toward other players, officials, and spectators.
- Ensure students use proper techniques and develop skills and proficiency in their chosen sport. Promote positive competition among and between student athletes.
- Ensure student athletes are physically able to participate; promptly address student injuries or health problems; communicate with office and parents about any incident or injury.
- Independently or as directed, coordinate travel, meets, competitions and other events where student athletes will be participating. Schedule travel efficiently and effectively. Develop positive relationships with coaches and administrators in other schools and districts.
- With school leadership, determine criteria for athletic-related awards. Participate in special activities such as parents' night, banquets, award ceremonies, and assemblies.

- Ensure that all students who participate in sports activities are eligible to do so based on school rules and policies, as well as the rules and policies of any appropriate governing body such as the MHSAA. Maintain appropriate documentation.
- Uphold the school code of conduct while student athletes are participating in sports events both ‘at home’ and ‘away’. Communicate expectations to athletes and families.
- Implement consistent discipline among student athletes for infractions. Communicate with school office and administration about any issues relating to student injury, disciplinary concerns, behavior infractions, other relevant issues.
- Account for time worked (Coaches are typically paid on a stipend basis for a season but are expected to keep track of time worked throughout the season.)
- Adhere to all school policies regarding handling of financial matters. Promptly deposit any cash or other receipts; obtain receipts for payments made; maintain proper inventory of equipment; document concessions activities and receipts if applicable. If needed for travel, to pay vendors/ referees, or for other expenses, make purchase requests in sufficient time for processing.
- Other duties as assigned.

REQUIRED QUALIFICATIONS

- Expertise in the sport to be coached, as acquired through prior experience as a player, coach, instructor, or other relevant experience. Familiarity with the sport’s history, rules, regulations, strategies and techniques.
- First Aid and CPR certification.
- Demonstrated ability to interact professionally with student athletes, their families, spectators, officials, fellow coaches, coaching authorities, and others, as acquired through prior experience.
- Must complete a fingerprint-based background check with results acceptable to the Academy.

Behavior Coordinator

Job Description

Employer: The Leona Group

Job Title: Behavior Coordinator

Department: School

FLSA Status: Non-exempt

Reports to: School Leader and or designee

Required: Criminal background checks, unprofessional conduct checks and fingerprinting will be conducted in accordance with State law.

SUMMARY

Assist other school personnel in creating a positive and productive teaching/learning environment by working with the student on accomplishing specific behavior goals while in communication with the school social worker, assistant school leader, and parents for a successful educational environment.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following:

- Assist students with daily behavior objectives.
- Attend parent/teacher conferences.
- Work cooperatively with other school staff to provide learning opportunities for children.
- Help maintain discipline and facilitate a Positive Peer Culture.
- Observe and document student behaviors for program adherence.
- Follow written and verbal directions from supervision.
- Manage multiple concurrent projects.
- Provide consultation to parents/guardians and staff regarding student counseling sessions.
- Develop support services activities for students designed to strengthen their academic performance as well as their adjustment to school and life such as Big Brothers/Big Sisters, drug awareness activities, character education, etc.
- Team with the Academy social workers, school leader and assistant school leader in the development and implementation of student behavior management activities.
- Provide referrals to appropriate professionals in the school and/or the outside community.
- Provide feedback to school personnel based on classroom observation.
- Other duties as assigned.

REQUIRED QUALIFICATIONS

- Bachelor's degree desired but not required
- Must be certified as a Behavioral Interventionist

- Must meet No Child Left Behind requirements for Paraprofessionals (specifically an associate's degree, 60 college credits, or passing scores on a Michigan Department of Education approved test).
- Demonstrated proficiency in a teaching/tutoring capacity.
- Evidence of successful experience in employee, student, and parent relations.
- Conflict, Prevention and Intervention (CPI) Training desired but not required.
- Knowledge of Positive Peer Culture Model and the goals of the model desired, specifically creating a safe, welcoming, and respectful school climate and positive peer culture that helps student attachment to school and counter harassment and other negative behaviors.
- Ability to de-escalate emotionally charged individuals.
- Must complete a fingerprint-based background check with results acceptable to the Academy.
- Preferred 1 to 3 years experience.

Behavior Interventionist

Job Description

Employer: The Leona Group

Job Title: Behavior Interventionist

Department: School

FLSA Status: Non-exempt

Reports to: School Leader and or designee

Required: Criminal background checks, unprofessional conduct checks and fingerprinting will be conducted in accordance with State law.

SUMMARY

Assist other school personnel in creating a positive and productive teaching/learning environment by working with the student on accomplishing specific behavior goals while in communication with the school social worker, assistant school leader, and parents for a successful educational environment.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following:

- Assist students with daily behavior objectives.
- Attend parent/teacher conferences.
- Work cooperatively with other school staff to provide learning opportunities for children.
- Help maintain discipline and facilitate a Positive Peer Culture.
- Observe and document student behaviors for program adherence.
- Follow written and verbal directions from supervision.
- Manage multiple concurrent projects.
- Provide consultation to parents/guardians and staff regarding student counseling sessions.
- Develop support services activities for students designed to strengthen their academic performance as well as their adjustment to school and life such as Big Brothers/Big Sisters, drug awareness activities, character education, etc.
- Team with the Academy social workers, school leader and assistant school leader in the development and implementation of student behavior management activities.
- Provide referrals to appropriate professionals in the school and/or the outside community.
- Provide feedback to school personnel based on classroom observation.
- Other duties as assigned.

REQUIRED QUALIFICATIONS

- Bachelor's degree desired but not required
- Must be certified as a Behavioral Interventionist

- Must meet No Child Left Behind requirements for Paraprofessionals (specifically an associate's degree, 60 college credits, or passing scores on a Michigan Department of Education approved test).
- Demonstrated proficiency in a teaching/tutoring capacity.
- Evidence of successful experience in employee, student, and parent relations.
- Conflict, Prevention and Intervention (CPI) Training desired but not required.
- Knowledge of Positive Peer Culture Model and the goals of the model desired, specifically creating a safe, welcoming, and respectful school climate and positive peer culture that helps student attachment to school and counter harassment and other negative behaviors.
- Ability to de-escalate emotionally charged individuals.
- Must complete a fingerprint-based background check with results acceptable to the Academy.
- Preferred 1 to 3 years experience.

Behavioral Paraprofessional

Job Description

Employer: The Leona Group

Job Title: Behavioral Professional

Department: School

FLSA Status: Non-exempt

Reports to: School Leader and or designee

Required: Criminal background checks, unprofessional conduct checks and fingerprinting will be conducted in accordance with State law.

SUMMARY

Work collaboratively with the teacher, school leader, social worker and parents to support implementation of behavioral interventions as needed to assist students in the classroom.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following.

- Assist students with daily behavior objectives.
- Attend parent/teacher conferences.
- Work cooperatively with other school staff to provide learning opportunities for children.
- Help maintain discipline and facilitate a Positive Peer Culture.
- Observe and document student behaviors for program adherence.
- Follow written and verbal directions from supervision.
- Manage multiple concurrent projects.
- Team with the Academy social workers, school leader and assistant school leader in the development and implementation of student behavior management activities.
- Provide feedback to school personnel based on classroom observation.
- Other duties may be assigned.

QUALIFICATIONS

- Bachelor's degree desired but not required.
- Must meet No Child Left Behind requirements for para-professionals (specifically an associate's degree, 60 college credits, or passing scores on a Michigan or Ohio Department of Education approved test).
- Preferred 1-3 years experience.
- Demonstrated proficiency in a tutoring capacity.
- Evidence of successful experience in employee, student, and parent relations.
- Conflict, Prevention and Intervention (CPI) Training desired but not required.

- Knowledge of Positive Peer Culture Model and the goals of the model desired, specifically creating a safe, welcoming, and respectful school climate and positive peer culture that helps student attachment to school and counter harassment and other negative behaviors.
- Ability to de-escalate emotionally charged individuals.
- Must complete a fingerprint-based background check and drug screening with results acceptable to the Academy.

Bus Driver

Job Description

Employer: The Leona Group

Job Title: Bus Driver

Department: School

FLSA Status: Non-Exempt

Reports to: School Leader

Required: Criminal background checks, unprofessional conduct checks and fingerprinting will be conducted in accordance with State law.

SUMMARY

- Transport students safely to and from school or to school-sponsored activities. Maintain safe and clean bus conditions, keep necessary records, and communicate effectively with parents, students and staff about transportation-related matters

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

- Drive the school bus or other assigned vehicle to transport students between home and school or on school-sponsored activities. Adhere to transportation schedule so that students arrive on time to school or home. Follow all assigned traffic rules, safety procedures, and school expectations for transportation program.
- Report any incidents, accidents, or safety concerns to school administration. Complete related incident reports and comply fully with any accident investigation, insurance claim processing, safety checks, or other inquiries.
- Participate in any necessary safety drills, driver training, certification procedures, or other steps required to maintain driving credentials. Submit to random drug tests as required according to U.S. Department of Transportation requirements.
- Implement student procedures to ensure safety on the bus. Make necessary reports to parents and administrators when student behavior is a concern.
- Communicate professionally with students and parents regarding student needs or concerns; provide timely notice to parents and administrators in the event of any deviations from transportation schedule.
- Maintain a high level of cleanliness on assigned vehicle(s).
- Notify administrator of any necessary repairs or maintenance on assigned vehicle(s).
- Other duties as assigned.

REQUIRED QUALIFICATIONS

- Basic writing, reading and communications skills as acquired through a high school diploma or higher. Able to read and understand transportation instructions, traffic regulations and signs, and to make written and oral reports to supervisors.
- Prior experience in driving a bus or commercial vehicle preferred.
- Valid driver's license with appropriate endorsements; clear driver medical examination; and required driver training.
- Clear fingerprint-based background check including motor vehicle record to enable the individual to be covered through the school's insurance regarding student transportation.
- Able to communicate professionally and politely with students and parents even in stressful situations such as when the bus is delayed or when an accident has occurred; able to exercise appropriate supervision of students on the bus and to maintain order and discipline.
- Able to comply with routine safety procedures such as vehicle checks, end-of-shift sweep, and others.
- Clean pre-employment drug test and willingness to submit to both random and post-accident drug testing.

Core Team Leader

Job Description

Employer: The Leona Group

Job Title: Core Team Leader

Department: School

FLSA Status: Exempt

Reports to: Executive Vice President Midwest

Required: Criminal background checks, unprofessional conduct checks and fingerprinting will be conducted in accordance with State law.

SUMMARY

Supervise a cluster of charter school academies, providing the leadership and managerial expertise necessary to assure the overall success of each school. Facilitate effective communication between schools, support departments, authorizers, students and families, staff, school boards, and other constituencies.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following:

- Ensure that all aspects of school operations comply with state laws and regulations, as well as with academy contracts and policies. Establish effective systems to gather key benchmarks/data, ensure monitoring, and work with the Core Team to intervene to solve problems as needed.
- Supervise, train, and guide School Leader(s) in developing and achieving each academy's educational plan, consistent with the educational goals adopted by the board, state or federal authorities, authorizer/sponsor, applicable law, and any other guiding principles and regulation. Evaluate the progress of school leaders and any other assigned staff members toward the attainment of school and corporate goals.
- Ensure proper implementation of school plans, including instructional and financial plans, and accomplishment of goals.
- As needed, assume key roles in applications for new charters, school start-ups, negotiation of contracts, development of new relationships and new markets, charter re-authorization, and others.
- Manage the relationships between academies, authorizers and boards; maintain effective communication between and among parties; bring resources to bear as needed.
- Participate in corporate planning.
- Address and facilitate resolutions of conflicts.
- Other duties as assigned.

REQUIRED QUALIFICATIONS

- Sophisticated abilities in communicating, by action, demeanor, and relationships with others, the organization and each school's mission and vision; ability to persuade key audiences; able to engage others in the organization to deliver core messages and to motivate them to do the same.
- A master's degree or higher in business, administration, curriculum/instruction or an academic area desired, providing expertise in supervision, leadership, and program oversight; or equivalent combination of education and experience to provide the necessary skills.
- 10 or more years managerial experience, demonstrating a high level of skill in supervising a staff and managing high-level and complex projects.
- A high level of initiative and the ability to manage short- and long-term projects.
- Strong understanding of school finances, to effectively supervise leaders in managing academy budgets in collaboration with other departments and with the academy board.
- Evidence of successful experience in public relations. Excellent ability to reach out to diverse elements of the school, local, and Leona community; form and sustain positive relationships; and promote the school and the organization to prospective clients.
- Ability to create and nurture effective teams, encompassing administration, curriculum, support services, and all other key areas.
- Excellent analytical skills; able to absorb, synthesize and respond to data from multiple diverse sources.



Custodian

Job Description

Employer: The Leona Group

Job Title: Custodian

Department: School

FLSA Status: Non-exempt

Reports to: School Leader and or designee

Required: Criminal background checks, unprofessional conduct checks and fingerprinting will be conducted in accordance with State law.

SUMMARY

Responsible for keeping the school site and school materials clean and in good working order; identify potentially unsafe situations, and keep the physical plant and surrounding areas clean and free of debris.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following:

- Implement the directives of the School Leader or other designated supervisor with respect to cleaning the academy facility. May include cleaning classrooms, common areas, offices, restrooms, or any inside or outside area of the school building and grounds.
- Perform outside maintenance, depending on weather conditions and needs, including snow shoveling.
- Report concerns about safety or health as related to the academy facility to the School Leader; whenever possible, immediately correct potentially unsafe situations in order to avoid injury to self, staff, students, visitors and others.
- Follow established guidelines related to universal precautions including blood-borne pathogens procedures.
- May be responsible for ordering or purchasing cleaning materials or other supplies related to custodial work; follow procedures to ensure expenditures are properly documented and academy funds are properly handled.
- Work cooperatively with other staff members in completing assignments. May be responsible for coordination of work with facility landlord, if applicable.
- Preferred 1 to 3 years experience.
- Other duties as assigned.

PHYSICAL REQUIREMENTS

- Able to perform custodial duties including sweeping, mopping, vacuuming, and removing trash, which entails:
- Lifting up to 40 pounds daily
- Bending and twisting frequently throughout the work day in order to mop, sweep and perform other cleaning duties.

REQUIRED QUALIFICATIONS

- Basic reading, writing and speaking skills to enable staff members to understand and carry out supervisory instructions and to read and understand health and safety information (for example Material Safety Data Sheets).
- Ability to organize work to meet daily deadlines.
- May be required to work afternoon or evening shifts, depending on academy needs.

Food Service Aide
Job Description

Employer: The Leona Group

Job Title: Food Service Aide

Department: School

FLSA Status: Non-exempt

Reports to: School Leader and or designee

Required: Criminal background checks, unprofessional conduct checks and fingerprinting will be conducted in accordance with State law.

SUMMARY

Provide assistance to the Cafeteria Manager in the lunchroom.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following.

- Assist in serving food as assigned.
- Prepare the cafeteria for service such as placing chairs, washing tables, cleaning and placing trays, etc.
- Organize supplies and equipment for efficiency and according to procedures.
- Make silverware accessible to students.
- Handle trash (place bags in trash cans, take out trash regularly, maintain cleanliness.)
- Assist with student needs and discipline while in the cafeteria.
- Clean after food service; stack chairs, move tables, organize supplies, sweep and mop as directed.
- Return all cleaning equipment to the designated area.
- Other duties as assigned.

QUALIFICATIONS

- Basic abilities to read and write to enable the employee to understand instructions and procedures for the food service program, as acquired through a high school diploma or equivalent coursework, experience and/or training.
- If required by the local jurisdiction, will be required to attain a permit or other credential for food handling; must have skills and knowledge necessary to attain such a qualification upon hire.
- Evidence of successful experience in student relations.
- Experience with the non-instructional supervision of children in an educational or similar setting.
- Ability to maintain a professional working relationship with others.
- Must complete a fingerprint-based background check with results acceptable to the Academy.
- Preferred 1 to 3 years experience.
- Criminal background checks, unprofessional conduct checks and fingerprinting will be conducted in accordance with State law.

Guidance Counselor

Job Description

Employer: The Leona Group

Job Title: Guidance Counselor

Department: School

FLSA Status: Non-exempt

Reports to: School Leader and or designee

Required: Criminal background checks, unprofessional conduct checks and fingerprinting will be conducted in accordance with State law.

SUMMARY

Implements the district's dropout prevention initiatives in conjunction with providing support services in areas such as student attendance, community and parent involvement.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following:

- Collect, interpret and use student attendance data to develop strategies addressing dropout prevention.
- Collaborate with Health and Social Service Coordinator, Guidance Counselor, and student support personnel to address alternative educational placement opportunities for students. Explore alternative placement options within the district for students at risk of dropping out of school. Assist students in transferring to alternative placements within the district with administration approval.
- Maintain a collaborative network among school guidance counselors, attendance clerk, parent coordinator, and school based services support.
- Assist Counseling Department, when needed, to develop skills through peer mediation to assist students to solve their own conflicts responsibly and constructively and to increase their self-esteem, critical thinking and communication skills.
- Research model programs and funding opportunities for dropout prevention. Summarize, interpret, and disseminate current developments in dropout prevention through reading of professional journals, participation in professional development, and involvement in professional organizations.
- Act as school liaison to Department of Human Services referring all Child Protective issue to the Social Worker. Notify appropriate personnel immediately of suspected substance abuse, child abuse, child neglect, severe medical or social conditions, potential suicide or individuals appearing to be under the influence of alcohol, controlled substances, or anabolic steroids.
- Provide a nurturing, supportive, and positive climate that encourages student responsibility, using positive motivation, clear routines, and effective management techniques. Maintain appropriate professional rapport with students to earn their respect and facilitate their success. Seek assistance of the parents and the School Leader when needed.

- Communicate regularly with parents, seeking their support and advice, so as to create a cooperative relationship to support the child in the school.
- Ensure the safety and health of all students, notifying the administration of any unsafe health concerns.
- Complete in a timely fashion all records and reports as required by law and regulation or requested by the School leader. Maintain accurate attendance monitoring records and logs.
- Maintain positive, cooperative, and mutually supportive relationships with the administration, instructional staff, students, parents, and representatives of resource agencies within the community.
- Coordinate with teachers for students who need tutoring to prevent failing and dropout. Directly provide after-school tutoring services to students who are deficient in Math, Reading, and Writing.
- Recommend to the School leader the supplies and equipment needed to support dropout prevention efforts and assist with ordering, following established procedures.
- Protect confidentiality of records and information gained as part of exercising professional duties and use discretion in sharing such information within legal confines.
- Other duties deemed as assigned.

REQUIRED QUALIFICATIONS

- Good professional business communications skills including ability to write effective business materials, make presentations, and conduct research, as acquired through college coursework in a discipline such as education, social work, human services, etc.
- Demonstrated ability to display the highest ethical and professional behavior and standards when working with students, parents, school personnel, and other agencies associated with the school, as acquired through prior experience or training.
- Demonstrated ability to organize, implement and monitor programs such as truancy prevention, community partnerships, after-school tutoring, family communications, and others, as acquired through prior experience in truancy prevention or similar efforts.
- Familiarity with student database systems including Admin Plus System
- Basic proficiency in office management and software including Word, Excel, Google, Outlook and others.
- “Highly qualified” status to provide instructional support, which could include an associate's degree, 60 college credits completed, or completion of the WorkKeys assessment of reading, writing and math skills.
- Preferred 1 to 3 years experience.
- Must complete a fingerprint-based background check with results acceptable to the Academy.

Instructional Coach

Job Description

Employer: The Leona Group

Job Title: Instructional Coach

Department: School

FLSA Status: Exempt

Reports to: School Leader

Required: Criminal background checks, unprofessional conduct checks and fingerprinting will be conducted in accordance with State law.

SUMMARY

Assist the School Leader in improving the quality of instruction at the Academy at an aggregate level as well as at the classroom and student level. Supports teachers in planning and delivering high-quality instruction by giving feedback, sharing best practices, and providing resources. Provide data to the School Leader to support effective assessment and training. May assist the Leader in planning and facilitating teacher collaboration and professional learning communities.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following.

- Develop, with the collaboration of the teacher, clear, realistic and important instructional goals, professional development goals that are standards based and reflect the individual needs of the teacher.
- Guide, teach, influence, and support teachers in planning and delivering high quality instruction in the classroom through reflection, collaboration, and shared inquiry. Observe teachers and review lesson plans and other teacher-generated documents, and give constructive feedback for improvement.
- Share methods, materials, and other resources through modeling and other best practices to enhance teacher effectiveness.
- Provide meaningful, timely feedback to teachers on ways to improve teaching skills.
- Monitor the implementation of teaching and learning processes in classrooms.
- Research instructional resources that best benefit the individual classroom teacher.
- Employ coaching processes that foster increased autonomy in direction and responsibility.

- Provide guidance with educational programs while incorporating effective processes to achieve desired programmatic goals.
- Impart a repertoire of teaching methods, intervention strategies, and alternative modalities of learning that affect student achievement.
- Facilitate reflective thinking and self-advocacy by being a neutral and active listener.
- Advocate on behalf of the students to ensure quality of education for all and to accomplish the school's educational goals.
- Promote on behalf of the classroom teacher, with the school administration, suitable professional development.
- Determine the appropriate research-based resources necessary to improve the instructional abilities and skills of the individual teacher.
- Maintain consistent communication with the School Leader to share data, thoughts and observations and to celebrate successes and troubleshoot program issues.
- Other duties as assigned.

QUALIFICATIONS

- Superior teaching skills, as acquired through a current teaching certificate/license, 3-5 years of teaching experience, and demonstrated success in teaching as evidenced by student assessment data and other evidence.
- Ability to effectively share information and skills regarding data, curriculum, instruction, and assessment with school staff using a variety of coaching processes, e.g., verbal explanation, modeling, co-teaching, observing, conducting study groups, and other forms of professional development, as acquired through prior experience as a lead teacher, instructional coach, consultant, or comparable role.
- Ability to conduct classroom walkthroughs and observations for the purpose of identifying areas of strengths, weaknesses and professional development needs of the classroom teacher.
- Ability to create and maintain positive and supportive relationships with the principal and school staff.
- Ability to recognize the need for and knowledge of how to train staff to map and align the curriculum.
- Knowledge of how to disaggregate student data for instructional planning.
- Ability to develop and implement differentiated instructional methods that correspond to specific student needs.
- Knowledge of how to select appropriate instructional practices for various student groups.
- Understanding of how to appropriately use diagnostic tools and formative assessments to determine appropriate instruction. Familiar with a variety of instruments, technology tools and other resources for assessing and enhancing student performance.

MTSS Coordinator

Job Description

Employer: The Leona Group

Job Title: MTSS Coordinator

Department: School

FLSA Status: Exempt

Reports to: School Leader

Required: Criminal background checks, unprofessional conduct checks and fingerprinting will be conducted in accordance with State law.

SUMMARY

The school guidance program assists students in becoming responsible adults. Continuous attention is given to assisting students to develop competence in decision making, working with others, and taking responsibility for their own behavior in accordance with school policies and procedures. Under the guidance of the School Leader, this position implements counseling activities designed to improve the social and emotional awareness and aptitude of students with a focus on building a trauma informed community and improving overall academic performance of students.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following:

- Provide comprehensive guidance program for students, helping teachers improve classroom management and provide quality instruction to assist students in achieving high academic standards.
- Provide activities to meet the needs of students.
- Consult with teachers, staff and parents to enhance their effectiveness in helping students.
- Respond to mental health needs of students, staff, and families related to incidents of school violence, crime, accidents, terrorist activities, or other traumatic events in the school and community.
- Work with teachers and other staff to develop and implement targeted or school-wide programs to improve school functioning, school safety, and student mental health.
- Guide and counsel groups and individual students through the development of education and career plans, offering information and guidance on post-secondary education and training options, and assisting students and their families in meeting the financial requirements for post-secondary education. Provide resources and information to assist in career awareness and career exploration activities.
- Assist students and their families to overcome personal problems or disabilities that affect students' academic achievement and relationships with peers, family members, and others.
- Counsel small groups and individual students with problems.

- Consult with teachers, staff and parents regarding meeting the developmental needs of students.
- Provide a list of resources to students with several problems as to appropriate community resources in consultation with their parents.
- Conduct guidance activities in the classroom as planned in conjunction with school administrators and teachers; consult with and be a resource person for teachers to facilitate the infusion of guidance learning activities into the regular education curriculum.
- Establish effective liaison with all grade levels; act as an advocate for students, as appropriate, in conjunction with faculty or staff.
- Conduct structured, goal oriented counseling sessions to meet the identified needs of individuals or groups of students. Session topics at the elementary level may include self-awareness, self-identity, academic topics, behavior and peer problems, family issues, child abuse and substance abuse.
- Participate in staffing and conduct in-service programs for faculty; conduct and facilitate conferences with teacher, student and parents; conduct or provide opportunities for parent education programs and assist families with school related problems.
- Consult and coordinate with in-district and community agencies after consulting with student's parents. Agencies may include school psychologists, nurses, administrators, community-based psychologists, social service agencies, or treatment facilities.
- Pursue professional growth by attending staff development programs and relevant workshops and conferences.
- Maintain student records and protect their confidentiality.
- Assist students in the transition from middle to high school, from high school to secondary education.
- Other duties as assigned.

REQUIRED QUALIFICATIONS

- Bachelor's degree in guidance and counseling, social work, school psychology, or a comparable program providing required knowledge of the principles of child development, counseling, guidance programs, and implementation of student support services.
- State certification as a Guidance Counselor, Social Worker, School Psychologist, or equivalent.
- K-12 teaching experience a plus.
- Strong organizational skills needed to develop and implement programs in collaboration with other school personnel, and to ensure compliance with all grant related requirements.
- Excellent oral and written communication skills.
- Knowledge of school-related technology tools and assistive/adaptive technology.
- Good interpersonal communications skills; must be flexible, able to work under pressure and stay on task.
- Criminal background checks, unprofessional conduct checks and fingerprinting will be conducted in accordance with State law.

Office Assistant

Job Description

Employer: The Leona Group

Job Title: Office Assistant

Department: School

FLSA Status: Non-exempt

Reports to: School Leader

Required: Criminal background checks, unprofessional conduct checks and fingerprinting will be conducted in accordance with State law.

SUMMARY

Assist the office manager with school administrative functions, processes, equipment, and employees in accordance with TLG standards.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following:

- Assist in developing and maintaining efficient office procedures.
- Complete all delegated or routine typing/keyboarding of letters, documents and other academy items as designated by the school leader.
- Assist in maintaining a system for handling student records.
- Use computer to access information and communication networks relevant in accomplishing the academy's goals and daily operations.
- Regularly communicate professionally and courteously with students, faculty, parents, Board and the general community when representing the Academy.

REQUIRED QUALIFICATIONS

- High school diploma
- Minimum of three (3) years experience in all aspects of secretarial duties.
- Experience with computers and proficient with word processing software and spreadsheets
- Excellent interpersonal communication skills.

Office Manager

Job Description

Employer: The Leona Group

Job Title: Office Manager

Department: School

FLSA Status: Exempt

Reports to: School Leader

Required: Criminal background checks, unprofessional conduct checks and fingerprinting will be conducted in accordance with State law.

SUMMARY

Manage school administrative functions, processes, equipment, and employees in accordance with Leona Group standards.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following:

- Maintain accurate and complete student records including hard-copy records, entry to student data management systems, department-specific records, and others. As required by the state and/or authorizer/sponsor, perform data entry for state reporting purposes.
- Generate and review reports for quality control purposes, troubleshoot and resolve problems. Provide regular reports to Leader, Board, corporate office, or others as directed, on topics such as enrollment, attendance, school programs or events, etc.
- Ensure procedures are in place to ensure the confidentiality of student records.
- Analyze and organize and direct office operations, procedures, and workflow to ensure that school and management company procedures are properly implemented.
- Provide training and direction for other office staff, if applicable.
- Make recommendations for improvement in school and office operations to School Leader.
- Remain aware of authorizer, state and federal compliance expectations and their impact on the school's standing.
- Assist with office clerical duties as needed including reception, keyboarding, making announcements, mail distribution, greeting visitors, and others.
- Assist with the scheduling of substitute teachers.
- Serve as liaison to building maintenance/property manager.

- Order office and school supplies; generate check requests, expense reports, purchase orders and other documents for Leader approval in a timely fashion.
- Interact with corporate support departments to identify and resolve problems; inform School Leader of concerns.
- Assist with facility security through coordination of and office keys, passcards, equipment, or other items.
- Support Human Resource initiatives such as annual benefits enrollment processes, new employee orientation, staff training and professional development, etc.
- Process clerical and personnel records to insure completeness, accuracy, confidentiality and timeliness.
- Review school payroll on a timely basis and prepare for Leader approval.
- Coordinate new hire processing; as requested, prepare documentation of personnel actions for Leader approval; maintain 'local' personnel files.
- Assist in coordination of social functions and other school meetings.
- Maintain and reconcile petty cash and school checking account.
- Administer first-aid and/or medications as permitted by parent/guardian authorization.
- Manage school document retention and destruction compliance as outlined by state archives.
- Serve as coordinating liaison for school volunteers including Parent-Teacher organizations.

QUALIFICATIONS

- Appropriate general business writing and math skills acquired through college coursework or equivalent training and experience.
- Strong proficiency in Microsoft Office products including Word, Excel, PowerPoint, and Outlook, as acquired through 3 or more years' work experience.
- Accurate alphanumeric data entry skills; familiarity with school management software programs; prior experience in a public school setting helpful but not required.
- Demonstrated success in implementing school and business office procedures as acquired through prior work experience.
- Evidence of proficiency in organizing projects and meeting multiple concurrent deadlines while successfully managing ongoing administrative work with frequent interruptions.
- Superior customer service skills; able to properly address internal and external customers in person, by phone, in writing and in email.
- Evidence of successful experience in student and parent relations.
- Ability to work as a team member to accomplish multiple complex and time-sensitive tasks. Prior experience training and supervising clerical or support staff is helpful but not required.
- Demonstrated ability to function independently in coordinating the responsibilities of a school office setting and in the frequent absence of the supervisor.
- Demonstrated ability to properly safeguard the confidentiality of student, staff and school data as well as office communications, activities and decisions.
- May be required to travel, including occasional overnight travel, to attend training and authorizer/sponsor mandated events.

Parent Community Liaison

Job Description

Employer: The Leona Group

Job Title: Parent Community Liaison

Department: School

FLSA Status: Non-Exempt

Reports to: School Leader and or designee

Required: Criminal background checks, unprofessional conduct checks and fingerprinting will be conducted in accordance with State law.

SUMMARY

Carries out programs to improve the attendance, academic performance and general behavior of students. Also creates a better understanding on the part of the parents of our Academy and its goals.

Under the supervision of the school's leaders, performs duties of the position following well-established and defined policies and procedures. Requires some judgment and discretion to determine methods of communication with individual parent or family members. Contacts and interactions are such that empathy, tact, diplomacy and persuasion are common communication tools. Requires strong level of consistency, integrity and confidentiality. Clerical and record keeping duties are essential and require excellent organizational skills.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following:

- Implement all forms of disciplinary actions including; detentions, suspensions, behavior management strategies, and expulsion.
- Prepare regular report(s) for each student, daily, covering all aspects of behavior modification and attendance.
- Assists in developing school-community activities.
- Develops channels of communication between the school, family, and relevant community agencies.
- Assists families in the solution of problems which interfere with a child's success in school.
- Provides school staff with information gained from contacts with the home which may assist in resolving school problems.
- Performs routine clerical duties to assist appropriate staff in monitoring of categorically based components (regular or special education students). Record keeping.
- Reviews and records attendance on a daily basis. Follows up on special attendance problems.
- Monitor uniform compliance.

- Attend board meetings.
- Attends and promotes parental involvement in Parent Organization Committee meetings.
- Monitor and maintain records on students who are struggling in core subject areas, keeping staff, administration and parents informed of retention risks.

QUALIFICATIONS

- Requires thorough knowledge of the rules, goals and objectives of our Academy. Must be familiar with relevant public and private agencies. Must understand the target community and be familiar with the cultural background of minority, ethnic and disadvantaged groups. Must have good clerical and excellent office and record keeping skills. Requires good communication skills.
- Must be able to perform all of the duties of the position effectively and efficiently. Requires the ability to win the confidence of the people contacted in the course of work. Must be able to prepare clear and concise oral and written reports and perform general office duties of assignment. Requires the ability to exercise sound judgment, discretion and initiative. Requires the ability to communicate with and relate to disadvantaged people and minority, ethnic groups.
- High School diploma or equivalent required. Minimum of 1 year of experience involving public contact and required interpretation of feelings and attitudes preferably in an ethnic or minority setting required.

Security

Job Description

Employer: The Leona Group

Job Title: Security

Department: School

FLSA Status: Non-Exempt

Reports to: School Leader and or designee

Required: Criminal background checks, unprofessional conduct checks and fingerprinting will be conducted in accordance with State law.

SUMMARY

Responsible for monitoring the school property, helping to assure a safe, orderly environment, and notifying school leadership of any unusual occurrences. Responsible for assuring that all of the entrances and exits of the school are properly secured for the safety of the students and staff. In cooperation with the office staff, is responsible for greeting visitors and ensuring safety and security procedures are followed with respect to visitors.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

- Conduct regular walkthroughs inside and outside of the school
- Identify unclean, unsafe or disorderly situations and resolve them, or elevate the concern to the leadership staff
- Maintain regular records related to security incidents
- Communicate with students and others in the school to de-escalate problem situations and avoid conflicts; if conflicts or fights do arise, intervene to resolve issues, restore order and avoid injuries or damage; call for police or other assistance as appropriate
- Cooperate with law enforcement authorities as needed to make reports or investigate problem situations.
- Assist in conducting fire and tornado drills, evacuation plans, etc. May assist in emergency planning and emergency communications
- Administer first aid
- Other duties as assigned

QUALIFICATIONS

- Proven ability to communicate effectively with others in difficult or confrontational situations; able to de-escalate conflict and resolve disputes. Prior training in dispute resolution, mediation, and/or appropriate procedures to restrain students would be helpful
- Excellent interpersonal communication skills; able to maintain effective working relationships with students, staff, and others throughout the school. Able to create a welcoming environment while also maintaining safety and security
- Certification to perform first aid and CPR
- Prior relevant work history, such as experience in security, law enforcement, or school discipline
- Good basic business writing skills as acquired through a high school diploma or equivalent
- Physical/motor skills sufficient to allow the employee to move throughout the building quickly, make accurate observations of the environment, and to intervene if necessary in resolving conflicts
- Preferred 1 to 3 years experience.

School Leader

Job Description

Employer: The Leona Group

Job Title: School Leader

Department: School

FLSA Status: Exempt

Reports to: Core Team Leader

Required: Criminal background checks, unprofessional conduct checks and fingerprinting will be conducted in accordance with State law.

SUMMARY

Provide on-site educational leadership and managerial expertise necessary to accomplish the specified educational goals and to assure the overall success of the academic program.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

- Ensure that all aspects of operations comply with state laws and regulations, as well as with academy contracts and policies.
- Coordinate development of, and maintain, any written educational plan required by law and consistent with the educational goals adopted by the board.
- Ensure proper implementation of the school-wide instructional plan and adherence to state and federal Every Student Succeeds Act (ESSA) requirements.
- Strive to increase the efficient use of resources in the daily operations of the school.
- Articulate to the entire staff, board, student body, parents and community, the vision, mission and strategies that help achieve the defined educational goals and objectives.
- Continually monitor/supervise the progress of the staff and coordinate professional development opportunities on a regular basis.
- Assign staff to achieve the maximum benefit toward attainment of educational goals.
- Evaluate the progress of the professional and support staff toward the attainment of educational goals.
- Recommend changes in instructional or staffing patterns based on the analysis of staff and program progress.
- Establish and maintain a positive working relationship with the staff, student body, parents and community.
- Remain abreast of local, state and national issues/mandates that may affect the Academy.
- Maintain effective communication with supervisor and other company personnel in fulfilling managerial oversight responsibilities. Seek counsel and direction as needed to perform at a high level.

REQUIRED QUALIFICATIONS

- High level of ability to communicate, by action, demeanor, and relationships with others, the school's mission and vision; ability to persuade key audiences; able to engage staff to deliver the same core messages and to motivate them to do the same.
- A master's degree or higher in administration, curriculum/instruction or an academic area desired, providing expertise in curriculum development, leadership, and program oversight. Bachelor's degree required.
- 3-5 years administrative or supervisory experience, demonstrating a high level of skill in supervising a staff, effectively training, delegating and coaching for high performance.
- A high level of initiative and the ability to manage short- and long-term projects and initiatives; able to use technology and other tools effectively to utilize information, communicate, and manage projects. Adequate understanding of school finances preferred, to effectively manage the academy budget in conjunction with other departments and with the academy board.
- Evidence of successful experience in employee/parent relations. Excellent ability to: reach out to diverse elements of the school, local, and Leona community; form and sustain positive relationships; and promote the school to prospective parents and community partners.
- Ability to create and nurture an effective academy leadership team, encompassing administration, curriculum, support services, and all other key areas.
- Excellent analytical skills; able to absorb, synthesize and respond to data from multiple diverse sources; able to implement sound data analysis practices throughout the school for the purpose of continuous improvement.
- State teacher certification desired, along with successful teaching experience; or other equivalent experience providing the skills and knowledge necessary for school leadership.

School Meal Program Coordinator

Job Description

Employer: The Leona Group

Job Title: School Meal Program Coordinator

Department: School

FLSA Status: Exempt

Reports to: School Leader

Required: Criminal background checks, unprofessional conduct checks and fingerprinting will be conducted in accordance with State law.

SUMMARY

Process and maintain School Meal records. Assure compliance with local Health Department regulations in food service department. Order and serve food. Perform food service duties as assigned. Supervise food service staff.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

- Process and maintain school meal records accurately and in accordance with government regulations, and supervise other food service employees in these tasks
 - Process student meal applications
 - Maintain meal attendance records
 - Handle meal payments and a la carte sales
 - Maintain other records pertaining to food program
- Order food for meal program
 - Obtain accurate count for number of meals needed for students, and work with vendor to order appropriate number of meals
 - Monitor bills from vendor for appropriateness
 - Order commodities as needed according to menus provided by vendor
 - Order non-commodities food/supplies as needed by the school for the food program
- Serve food and manage food service area
 - Oversee food service operation for compliance with local health department regulations
 - Supervise food service staff and volunteers
 - Serve food to students and staff
 - Ensure cleanliness of food service areas
- Ensure compliance with all company and government safety regulations and procedures; work with School Leader and TLG support areas to monitor and manage food program costs

- Any other related duties as assigned

QUALIFICATIONS

- Business math and professional communications skills, and the ability to understand complex school meal program regulations and implement effective solutions, including through training others, as acquired through a high school diploma or equivalent; college coursework preferred
- Commitment to meet state requirements to become certified within a specified period of time, if not already certified
- Working knowledge of food service, sanitation, and recordkeeping requirements
- General office management skills including filing skills
- Strong math skills
- Knowledge of appropriate software programs (Word, Excel, etc.) along with general computer proficiency
- First Aid and CPR certification preferred

PHYSICAL REQUIREMENTS

- Occasional lifting to 40 pounds. Work environment includes both office and cafeteria settings

Social Worker

Job Description

Employer: The Leona Group

Job Title: Social Worker

Department: School

FLSA Status: Non-Exempt

Reports to: School Leader and or designee

Required: Criminal background checks, unprofessional conduct checks and fingerprinting will be conducted in accordance with State law.

SUMMARY

The primary focus of the school social worker is to assist students whose emotional/social problems interfere with their ability to obtain maximum benefit from the educational program. The social worker may also act as a liaison between parents/guardians, school, and public or private agencies responsible for student care and services in order to assist parents in taking advantage of services available in the school and community.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

- Conduct social work evaluations with students suspected of having emotional/behavioral problems which may qualify them for special education services
- Participate in the Multi-Disciplinary Team meetings to review the results of evaluation(s) and makes a recommendation relative to eligibility
- Participate in Individual Educational Planning team (IEP) meetings to identify the amount of social work support a student may require and develop annual goals/short-term instructional objectives related to the social/emotional needs of an eligible student
- Provide social work services as described in student IEPs related to specific goals and objectives, and provide written evaluations on student progress
- Conduct functional behavior assessments and assist in writing behavior intervention plans in cooperation with IEP team members
- Assist school staff in carrying out behavior intervention plans
- Maintain appropriate confidential records for each student served

- Develop and plan activities with general education and collaborative teachers to facilitate inclusion of special education students with behavior problems in the general education classroom
- If applicable, meet regularly with social work mentor and participate in other training necessary to advance skills and credentials to required level(s)

ESSENTIAL FUNCTIONS RELATED TO SOCIAL WORK SERVICES ON A SCHOOL-WIDE BASIS:

- Provide pre-referral consultation to teachers and school leaders regarding students with behavior/adjustment issues and join the child study team when students with behavior problems are referred for interventions
- Provide consultation to parents/guardians regarding family and community adjustment and utilization of community resources
- Serve as a liaison between the school and community service agencies
- May make home visits, with appropriate supervision, for family consultation and evaluation
- Assist school teams in developing and carrying out crisis response plans; assist staff and parents in adjusting to crises/trauma
- Assist the school team in developing and implementing school-wide behavior intervention strategies
- Provide social skills training as part of school-wide behavior intervention strategies
- Other duties as assigned

REQUIRED QUALIFICATIONS:

- Masters in social work and licensure/certification with a School Social Worker endorsement or eligibility for temporary or full approval as a school social worker with 1 to 3 years experience.
- Skilled in individual and group assessment and treatment techniques as acquired through experience and/or training
- Ability to formulate eligibility recommendations for students with emotional/social problems
- Ability to communicate effectively both orally and in written communications
- Familiarity with positive behavior intervention concepts; training in writing and implementing behavior intervention plans
- Knowledge of social skills needed to change behavior and ability to integrate training into classroom activities
- Ability to handle stressful situations and carry out responsibilities during times of crisis
- Ability to work effectively as a team member in developing and providing services to students

Special Education Teacher

Job Description

Employer: The Leona Group

Job Title:Special Education Teacher

Department: School

FLSA Status: Exempt

Reports to: School Leader and or designee

Required: Criminal background checks, unprofessional conduct checks and fingerprinting will be conducted in accordance with State law.

SUMMARY

A major portion of the special education teacher's time should be spent in the regular education classroom.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

- Provide direct services to special education students that are supportive of the general education teacher
- Provide consultation and assistance to general education teachers for planning, making adaptations and accommodations for special education students
- Team teach with general education teachers who have special education students that require direct special education teacher instruction in the following instructional areas: language arts, mathematics, science and social studies
- Assist general education teacher in providing supervision to volunteers and teacher aides who assist teachers in making curriculum modifications, adapting assignments and providing individualized support to special education students
- Assist teachers and the school social worker in developing and implementing behavior intervention plans for students on his/her caseload
- Consult with general education teachers in assigning grades and developing evaluative measures for students on his/her caseload
- Other duties may be assigned

THE FOLLOWING ARE ESSENTIAL DUTIES AND RESPONSIBILITIES WHICH REQUIRE TIME OUTSIDE THE CLASSROOM:

- Participate in child study teams and assist with the evaluation of educational needs and intervention strategies for students suspected of being handicapped
- Schedule and conduct IEP meetings

- Identify student deficits and strengths and write individual students goals, objectives, transition plans and education plans (IEP).
- Work as a member of the Multidisciplinary Evaluation Team (MET) for students referred for special education services.
- Assist teachers with curriculum and classroom activity adaptations and modifications.
- Serve as liaison to parents of special education students and encourage their participation in the program of services.
- Other duties may be assigned.

QUALIFICATIONS

- Bachelor's degree; teacher certification with special education endorsement(s) - OR - master's degree and other qualifications to enable application for temporary or full approval as a special education teacher
- Experience: 1 to 3 years preferred; successful special education teaching experience preferred
- Skilled in interviewing, individual and group treatment techniques
- Ability to formulate eligibility recommendations for special education students
- Demonstrated initiative and understanding in working with students, parents/guardians, teachers and staff
- Ability to communicate effectively both orally and written communications
- Ability to make decisions in accordance with board policies and established procedures

Substitute Teacher

Job Description

Employer: The Leona Group

Job Title: Substitute Teacher

Department: School

FLSA Status: Non-Exempt

Reports to: School Leader

Required: Criminal background checks, unprofessional conduct checks and fingerprinting will be conducted in accordance with State law.

SUMMARY

Responsible for carrying out the lesson plans of the teacher for whom he/she is substituting.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

- Follow the lesson plan provided by the teacher for whom he / she is substituting in accordance with the Academy's philosophy, goals and objectives
- Maintain appropriate records such as attendance and grades as directed by the Teacher or by the school administration
- Establish and maintain order in the classroom
- Maintain a classroom environment conducive to effective learning
- Take all necessary and reasonable precautions to protect the safety and security of students, materials, equipment and facilities
- Assist in upholding and enforcing school rules and administrative regulations

QUALIFICATIONS

- State teacher licensure/certification preferred but not required; if not licensed/certified, must meet requirements to be eligible for a temporary/substitute credential according to state requirements
- Educational credentials as required by the state in which the Academy is located; bachelor's degree preferred
- Demonstrated commitment to young people's learning success and achievement
- Demonstrated proficiency in a tutoring or instructional support capacity
- Evidence of successful experience in student and parent relations



THE LEONA GROUP

Teacher

Job Description

Employer: The Leona Group

Job Title: Teacher

Department: School

FLSA Status: Exempt

Reports to: School Leader and or designee

Required: Criminal background checks, unprofessional conduct checks and fingerprinting will be conducted in accordance with State law.

SUMMARY

Provide high-quality instruction to students and work collaboratively with the school leader, colleagues, students, parents and the board to accomplish or surpass the academy's articulated educational goals. Work as a collaborative team member to implement the academy curriculum and accomplish short- and long-term academy goals.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following:

- Create a classroom environment that is conducive to learning; develop reasonable rules of classroom behavior and procedure; enforce the academy's student discipline code; collaborate in the implementation of initiatives such as school-wide behavior management systems
- Plan a program of study that meets the individual needs and goals of students; establish clear objectives for all lessons and units; ensure that lessons -- as planned, delivered, and assessed -- are aligned with state curriculum and school-wide curriculum standards
- Develop lesson plans and submit them for review and feedback as scheduled; work cooperatively with the academy's instructional coach to learn from feedback and improve the quality of instruction. Participate in ongoing analysis and planning to ensure that the school's curriculum remains aligned to state standards
- Collaborate with special education staff to implement, to the greatest extent possible, an inclusive approach to students with special needs. Remain aware of student needs; participate in child study teams or individualized education planning; implement accommodations and modifications as indicated in student IEP's; seek advice and counsel from student support services areas when needed to ensure that all students are fully served
- Collaborate with other staff, as necessary, to implement grant-funded programming to accelerate learning for students with a variety of needs including special education, at-risk, limited English proficient students and others, to bring them to grade level proficiency

- Maintain accurate and complete records as required; maintain the confidentiality of student records and student information. Complete any documentation necessary for the academy to be in compliance with regulatory requirements, such as time and effort reporting
- Communicate with parents and make provisions for being available outside normal hours; work with parents to encourage participation in their child's learning experiences; provide regular communication to parents regarding their children's performance
- Maintain professional competence via conferences, mentoring, involvement in professional organizations, continuing coursework, etc. Complete all coursework and other requirements necessary to maintain teaching credentials and "highly qualified" status, as required by the teacher's assignment
- Inform the school leader of needed instructional resources. Serve as an active member of teams such as grade-level, school-wide planning, school improvement or other areas of focus
- May participate in extracurricular activities such as coaching, clubs, student government, tutoring, enrichment activities, etc
- Other duties as assigned

QUALIFICATIONS

- State teacher licensure/certification with appropriate endorsements(s).
- Bachelor's degree with subject area emphasis and/or coursework and/or experience necessary to be deemed "highly qualified" for the grade/subjects to be taught. (Will consider non-certified applicants with a degree in the subject area to be taught; would be required to complete a plan of action to become "highly qualified" within a prescribed period of time)
- Demonstrated commitment to young people's learning success and achievement
- Demonstrated proficiency in a teaching/tutoring capacity as acquired through prior experience in tutoring, teaching or other education-related experience; evidence of successful experience in student and parent relations
- Preferred 1 to 3 years experience.



THE LEONA GROUP

Truancy Coordinator
Job Description

Employer: The Leona Group

Job Title: Truancy Coordinator

Department: School

FLSA Status: Non-exempt

Reports to: School Leader and or designee

Required: Criminal background checks, unprofessional conduct checks and fingerprinting will be conducted in accordance with State law.

SUMMARY

Assist school leadership in implementing dropout prevention and other school initiatives; coordinate school programs and activities with services of community partner agencies and criminal justice authorities, especially as those programs relate to adjudicated youth; assist in managing discipline situations; coordinate attendance improvement programs and work closely with parents of youth to ensure students are on- time and present at school; assist school leadership in creating the desired climate and school environment.

ESSENTIAL DUTIES AND RESPONSIBILITIES include the following. Other duties may be assigned.

- Interact with juvenile justice and/or state ward agencies to share information about students' social, educational, and emotional needs, in order to integrate school-based interventions with other services being received. Share relevant information with school staff as appropriate, to enhance or modify services being provided to students in the school setting.
- Communicate with criminal justice authorities on the behavior and recidivism rate of current and former students, in order to continuously improve the effectiveness of school-based activities and attendance.
- Network with other agencies to support at-risk students in achieving GED education.
- Advise individuals on matters pertaining to personal problems, educational and vocational objectives, social and recreational activities.
- Review reports of student misconduct referred for disciplinary action, to ensure recommendations meet the school's Code of Conduct/Code of Ethics requirements. As delegated, advise students about disciplinary matters and administer disciplinary sanctions or consequences.
- Monitor safety and security of school grounds.
- Maintain records or student attendance.

- Advise staff members on problems relating to policy, programs and administration, or refer issues to the School Leader as appropriate.
- Refer students, as necessary, to community resources in consultation with their parents/guardians.
- Direct and coordinate student community service projects, involving both public and private businesses.
- Assist School Leader with student admissions.

QUALIFICATIONS AND SKILLS REQUIRED

- College degree in education, counseling, guidance services, or a similar program strongly preferred with at least 1 to 3 years experience.
- Demonstrated ability to create and maintain positive working relationships with criminal justice, social service, and community agencies, enabling individuals to create a network of support for the entire school community.
- Good knowledge of community resources and key partners in dropout prevention, student services, social services, or other relevant fields.
- Evidence of successful experience in student and parent relations.
- Experience with adjudicated youth preferred, but not required.
- Conflict, Prevention and Invention (CPI) Training.
- Knowledge of Positive Peer Culture Model and the goals of the model, specifically creating a safe, welcoming, and respectful school climate and positive peer culture that helps student attachment to school and counters harassment and other negative behaviors.
- Strong behavior management skills.
- Ability to de-escalate emotionally charged individuals.

MANAGEMENT AGREEMENT

This Management Agreement (the “Agreement”) is made and entered into as of the first day of July, 2020, by and between Academy for Business and Technology, a Michigan non-profit corporation and a public school academy (“Academy for Business and Technology”) and The Leona Group, L.L.C. a Michigan limited liability company (“TLG”).

RECITALS

A. Academy for Business and Technology has been granted a Public School Academy Contract (the “Public School Academy Contract”) by Eastern Michigan University (the “Authorizer”) to operate a public school academy (the “Academy”) pursuant to the Public School Academy Contract in accordance with the Michigan Revised School Code (the “Code”).

B. Academy for Business and Technology and TLG desire to create an enduring educational partnership, whereby Academy for Business and Technology and TLG will work together to develop an environment of educational excellence and innovation at Academy for Business and Technology, based upon TLG's experience and capacity to implement and manage a comprehensive educational program (“Educational Program”).

C. Academy for Business and Technology has approved TLG's Educational Program and agrees that it is in the best interest of Academy for Business and Technology and the Academy to enter into this Agreement with TLG.

THEREFORE, the parties mutually agree as follows:

1. Public School Academy Contract; Required Provisions. Notwithstanding anything contained in the Agreement to the contrary, Academy for Business and Technology and TLG covenant and agree, as follows:

1.1. TLG agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Public School Academy Contract issued by Eastern Michigan University Board of Regents. The provisions of the Public School Academy Contract shall supersede any competing or conflicting provisions contained in this Agreement.

1.2. Nothing in this Agreement shall be construed to (i) interfere with the Board of Directors of Academy for Business and Technology's (the "Academy Board") duties under the Public School Academy Contract and Academy for Business and Technology's duties, (ii) interfere with the Academy Board's constitutional duty to exercise its statutory, contractual and fiduciary responsibilities governing the operation of the Academy, (iii) cause Academy for Business and Technology's duties under the Public School Academy Contract to be limited or rendered impossible by action or inaction of TLG, or (iv) prohibit the Academy Board from acting as an

independent, self-governing public body, or allow public decisions to be made other than in compliance with the Open Meetings Act. See Eastern Michigan University Charter Schools Office Educational Service Provider Policies (“ESP Policies”) at (C)(1).

1.3. No provision contained in this Agreement shall in any way impact Academy for Business and Technology's course of action in choosing to assert or not assert governmental immunity. See ESP Policies at (C)(2).

1.4. All financial, educational and student records pertaining to the Academy are Academy for Business and Technology's property ("Academy Records") and are subject to the provisions of the Michigan Freedom of Information Act. The Academy Records must be stored, in physical form or directly accessible electronically, on-site at the Academy's facility or be directly accessible at the Academy's facility. In addition, all records pertaining to teacher and administrator certification, as well as a copy of the employee handbook shall be maintained physically on site or directly accessible at the Academy facility. Except as permitted under the Public School Academy Contract and applicable law, no provision of this Agreement shall restrict the Authorizer's or the public's access to the Academy Records. ESP Policies at (C)(7).

1.5. All finance and other records of TLG related to Academy for Business and Technology will be made available to Academy for Business and Technology's independent auditor and the Eastern Michigan University Charter Schools Office (“CSO”) upon request. ESP Policies at (C)(8)

1.6. Except as permitted under the Code, TLG shall not sell or otherwise provide to a for-profit business entity any personally identifiable information that is party of an Academy student's education records. If TLG receives information that is party of an Academy student's education records, TLG shall not sell or otherwise provide the information to any other person except as permitted under the Code. For purposes of this section, the terms “education records” and “personally identifiable information” shall have the same meaning as those terms in section 1136 of the Code. See ESP Policies at (C)(16)(h).

1.7. If TLG suspects, discovers or is notified of a data security incident or potential breach of security and/or privacy relating to personally identifiable information from Academy education records or other information not suitable for public release, TLG shall immediately, but in no event later than forty-eight (48) hours from suspicion, discovery or notification of the incident or potential breach, notify the Academy Board of such incident or potential breach. TLG shall, upon the Academy Board's request, investigate such incident or potential breach, inform the Academy Board of the results of any such investigation, and assist the Academy Board in maintaining the confidentiality of such information. In addition to the foregoing, TLG shall provide the Academy Board with any assistance necessary to comply with any state and/or federal laws requiring the provision of notice of any privacy incident or security

breach with respect to any personally identifiable information from Academy education records or other information not suitable for public release to the affected or impacted individuals and/or organizations, in addition to any notification to applicable state and federal agencies. See ESP Policies at (C)(14).

1.8. 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; further the signatories on the Academy Board accounts shall be solely Academy Board members or properly designated Academy Board employees. Interest income earned on Academy accounts shall accrue to the Academy. See ESP Policies at (C)(3).

1.9. The Academy Board shall have sole responsibility and authority to select and retain the independent auditor for Academy for Business and Technology. See ESP Policies at (C)(9).

1.10. TLG hereby certifies that it will not markup the costs of supplies, materials or equipment procured by TLG on Academy for Business and Technology's behalf and that all supplies, materials and equipment procured by TLG on behalf of Academy for Business and Technology will be inventoried by an acceptable method of inventory and further that an inventory of Academy equipment shall be maintained so that it can be clearly established which property belongs to Academy for Business and Technology. See ESP Policies at (C)(11).

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

(C)(24).

1.12. With respect to all persons providing instructional or administrative services to the Academy on a full time basis (the “Academy Staff) (i) nothing in this Agreement shall be construed as imposing a non-competition, no-hire, or similar provision, which would prohibit or restrict Academy for Business and Technology from hiring a member of the Academy Staff; nor (ii) shall any separate agreement between TLG and a member of the Academy Staff contain such a provision prohibiting or restricting a member of the Academy Staff from accepting employment from Academy for Business and Technology. See ESP Policies at (C)(22).

1.13. No material amendment or modification to this Agreement by the parties shall be undertaken without notification of the Authorizer and each such amendment or modification shall be accompanied by a legal opinion of Academy for Business and Technology's independent legal counsel in a form acceptable to the Authorizer.

1.14. 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, the “University”) are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, TLG hereby promises to indemnify and hold harmless the University from all demands, claims, actions, suits, causes of action, losses, judgments, liabilities, damages, fines, penalties, demands, forfeitures, or any other liabilities or losses of any kind whatsoever, including costs and expenses (not limited to reasonable attorney fees, expert and other professional fees), of settlement and prosecution imposed upon or incurred by the University, and not caused by the sole negligence of the University, which arise out of or are in any manner connected with the University Board’s approval of the Academy’s application, the University Board’s consideration of or issuance of the Public School Academy Contract, TLG’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 TLG, or which arise out of the failure of TLG to comply with the Public School Academy Contract or applicable law. The parties expressly acknowledge and agree that the University may commence legal action against TLG to enforce its rights as set forth in this section of the Agreement. See ESP Policies at (C)(16)(a).

1.15. All Academy Staff shall undergo criminal background and unprofessional conduct checks as required by applicable law and all evidence of such reviews shall be available, in physical form, at the Academy facility or directly accessible at the Academy facility.

1.16. On an annual basis, TLG agrees to provide the Academy Board with the same information that a school district is required to disclose under section 18(2) of the State School Aid Act of 1979, MCL 380.1618, for the most recent school fiscal year for which the information is available. Within thirty (30) days of receipt of this information, the Academy Board shall make the information available on the Academy's website home page, in a form and manner

prescribed by the Michigan Department of Education. The defined terms in Section 503c of the Code, MCL 380.503c, shall have the same meaning in this agreement. ESP Policies at (C)(16)(e).

1.17. TLG shall make information concerning the operation and management of the Academy, including without limitation the information described in Schedule 4 of the Academy's Charter Agreement with its Authorizer, 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. ESP Policies at (C)(16)(f).

1.18. TLG shall notify the Academy Board if any principal or officer of TLG or if TLG as an entity (including any related organizations or organizations in which a principal or officer of TLG served as a principal or officer) has filed for bankruptcy protection in the last six (6) months or within any applicable preference period, whichever is longer.

1.19. 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 Public School Academy Contract Terms and Conditions, and such closure of an Academy site or reconstitution causes an amendment to or termination of this Agreement, the parties agree that this Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy, and TLG shall have no recourse against the Academy or the University Board for implementing such site closure or reconstitution. See ESP Policies at (C)(16)(g).

1.20. TLG agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Public School Academy Contract. The provisions of the Public School Academy Contract shall supersede any competing or conflicting provisions contained in this Agreement. See ESP Policies at (C)(16)(c).

1.21. Any equipment, materials and supplies ("Academy Equipment") purchased by TLG on behalf of or as the agent of Academy for Business and Technology, shall be and remain the sole property of Academy for Business and Technology. When acquiring Academy Equipment, TLG will comply with Sections 1267 and 1274 of the Michigan Revised School Code ("Bidding Requirements") to the same extent that the Bidding Requirements would apply to Academy for Business and Technology when making purchases of Academy Equipment directly from a third party supplier. See ESP Policies at (C)(10).

1.22. The Academy owns all proprietary rights to curriculum or educational materials ("Educational Materials") that (i) are both directly developed and paid for by Academy for Business and Technology; or (ii) were developed by TLG at the direction of the Academy Board with Academy funds dedicated for the specific purpose of developing such curriculum or materials. TLG shall own all proprietary rights to Educational Materials previously developed or copyrighted by TLG, or Educational Materials that are developed by TLG using funds from the

Academy paid to TLG as part of TLG's Management Fee for services and not developed at the direction of the Academy Board.. TLG acknowledges and agrees that the Educational Materials owned by TLG and teaching techniques used by the Academy may be subject to disclosure under the Michigan Revised School Code and the Michigan Freedom of Information Act. ESP Policies at (C)(12).

1.23. Marketing and development costs paid by or charged to Academy for Business and Technology shall be limited to those costs specific to Academy for Business and Technology's program and shall not include any costs for the marketing and development of TLG. ESP Policies at (C)(18).

1.24. Evaluation of TLG. The Board will evaluate the performance of TLG each year to provide TLG with an understanding of the Board's view of its performance under this Agreement. The Board and TLG agree to meet in good faith and mutually create an evaluation system that is aligned with the Academy's academic, operational and fiscal goals. A preliminary evaluation will normally occur in January of each year followed by a year-end evaluation in June.

1.25. Legal Counsel. The Board shall select and retain legal counsel to advise it regarding its rights and responsibilities under the Public School Academy Contract, this Agreement and applicable law. The Board and TLG shall not substantially amend this Agreement without notifying the Eastern Michigan University President. Each substantial amendment or modification shall be accompanied by a legal opinion of the Academy's independent legal counsel that all requirements of applicable law have been met and that there are no improper and/or unlawful interrelations or conflicts created by such amendment or modification. All, substantial or otherwise, amendments to this Agreement shall be submitted to the University President within 10 days of such amendment.

2. Educational Services. For the Term of this Agreement, TLG will provide to Academy for Business and Technology in conjunction with the Academy the following educational services consistent with the Public School Academy Contract (the "Educational Services"). Additionally, the Academy Board shall designate the employees of TLG requiring access to student educational record information, as defined under 20 USC 1232g ("FERPA") as "school officials" shall be entitled to access such educational record information. ESP Policies at (C)(15).

2.1. Curriculum. The development and implementation of the curriculum used at Academy for Business and Technology.

2.2. Instruction. Oversight and coordination of the services to be provided by instructional personnel, including the School Leader(s), teachers and support staff, all in

accordance with this Agreement.

2.3. Instructional Tools. The selection of instructional tools, equipment and supplies, including textbooks, computers, software and multimedia teaching tools.

2.4. Extra-Curricular and Co-Curricular Programs. The development and implementation of appropriate extra-curricular and co-curricular activities and programs.

2.5. Additional Educational Services. Any other services required by the Authorizer or the State of Michigan Department of Education and such other services as are necessary or expedient for the improvement of teaching and learning at the Academy for Business and Technology as agreed to from time to time between TLG and Academy for Business and Technology ("Supplemental Programs").

3. Administrative Services. For the Term (as defined in Section 9), subject to the Public School Academy Contract and the approval of the Board of Directors of Academy for Business and Technology (the "Board"), TLG will provide to Academy for Business and Technology for the Academy the following administrative services (the "Administrative Services"):

3.1. Personnel Management. Management and professional development of all personnel providing Educational Services and Administrative Services in accordance with Section 14.

3.2. Facility Operation and Maintenance. Coordination with entities with which TLG contracts on behalf of Academy for Business and Technology for the Academy for the provision of operation and maintenance services for the Academy's facility (the "Facility") to the extent consistent with any and all documents pertaining to the Facility, together with the management and assessment of the services provided under such contracts and/or the supervision of employees involved in providing such services.

3.3. Technology and Professional Development. Coordination with entities with which TLG contracts on behalf of Academy for Business and Technology for the Academy for the provision of technology and professional development services for the Academy, together with the management and assessment of the services provided under such contracts and/or the supervision of employees involved in providing such services.

3.4. Business Administration. Administration of all business aspects of Academy for Business and Technology operation.

3.5. Transportation and Food Services. Coordination with entities with which TLG contracts on behalf of Academy for Business and Technology for the Academy for the

provision of transportation and food services for the students enrolled at Academy for Business and Technology, together with the management and assessment of the services provided under such contracts and/or the supervision of employees involved providing such services.

3.6. Public Relations. Coordination and assistance with any and all advertising, media and public relations efforts, including community outreach programs. All public relations will be subject to the mutual approval of both parties, which approval may not be unreasonably withheld.

3.7. Budgeting, Budgeting Process, Financial and Other Reporting.

3.7.1. Beginning with respect to the 2020-21 School Year, the preparation of a proposed annual budget (the "Academy Budget") for each School Year, subject to the reasonable approval of the Board acting in its fiduciary capacity. For purposes of this Agreement, the term "School Year" shall have the meaning as provided in the application for the Public School Academy Contract submitted to and approved by the Authorizer. The projected Academy Budget will include, but not be limited to, the financial details relating to the Educational Services and Administrative Services to be provided pursuant to this Agreement.

3.7.2. TLG shall deliver a draft of the Academy Budget for each School Year to the Board not less than forty-five (45) days prior to the date on which the Academy Budget for any School Year must be submitted to Authorizer and/or any State governmental agency. The Board shall review the Academy Budget within ten (10) business days following the receipt thereof (the "Budget Review Period") which review may include an independent evaluation of the Academy Budget by such accountants, attorneys, and other financial advisors that the Board deems necessary or desirable. The Board shall deliver any comments or objections to the Academy Budget prior to the expiration of the Budget Review Period. Within five (5) business days following the expiration of the Budget Review Period, the President of the Academy for Business and Technology and the Chief Financial Officer of TLG shall reconcile any comments or objections made by the Board during the Budget Review Period. TLG and Academy for Business and Technology shall agree to a final Academy Budget for each such year not later than two (2) business days prior to the date on which the Academy Budget must be submitted to the Authorizer and/or any other State governmental agency.

3.7.3. Working in cooperation with the Board, TLG shall prepare, for Board approval, modifications or amendments to the Academy Budget which may be necessitated by changes in projections or circumstances or the occurrence of unexpected events, which impact projected revenue and/or expense items contained in

the approved Academy Budget.

3.7.4. As required by the Authorizer or such other time as may be necessary or desirable in TLG's reasonable judgment, TLG shall provide the Board with an enrollment report stating the number of actual students enrolled at the Academy (an "Enrollment Report"). If an Enrollment Report indicates that enrollment is lower than that which was projected in the Academy Budget and such lower enrollment number shall materially adversely impact the Academy Budget for such School Year, TLG shall propose a student recruitment plan to restore the enrollment level to the projected enrollment reported to the Authorizer and or any other governmental agency prior to the commencement of the next following School Year. At the September, November and March Board meetings, TLG shall provide to the Board a detailed student enrollment report containing demographic information, including ethnic background, English language learners, socioeconomic status, homelessness, home distance from school, participation in enrichment programs, qualification for free or reduced lunch, special education needs (by specific need), academic performance, need for social work services, use of before and after school services and school provided transportation usage. At the September and February Board meetings, TLG shall provide to the Board a staffing report detailing the staff members by campus, grade, title, qualifications, employment status and length of employment. On a monthly basis, TLG shall provide to the Board a list any staff vacancies and any compliance issues.

3.7.5. The preparation of detailed statements of all revenues received, from whatever source, with respect to the Academy, and detailed statements of all expenses, including an accounting of all expenditures for services rendered to, or on behalf of, the Academy by TLG, whether incurred on-site or off-site.

3.7.6. The preparation of other financial statements as required by and in compliance with the Public School Academy Contract, the Code and other applicable laws and regulations, including such documentation as may be reasonably required by the independent certified public accountants retained by the Board to perform annual audits of Academy for Business and Technology's financial statements. The cost for preparation of the financial statements and audits will be the responsibility of Academy for Business and Technology and will be provided for in the Academy Budget.

3.7.7. The preparation of such other reports on a periodic basis, relative to the finances and operation of Academy for Business and Technology, as the same may be requested or required by the Michigan Department of Education or the Authorizer to ensure compliance with the terms of the Public School Academy Contract and applicable law.

3.7.8. Other information on a periodic basis reasonably necessary to enable Academy for Business and Technology to monitor TLG's performance under this and related agreements including the effectiveness and efficiency of its operations at Academy for Business and Technology, including but not limited to:

3.7.8.1 Copies of all bills paid for amounts of \$10,000.00 or more in the corresponding monthly financial report to the Board, in a form and format mutually agreed upon by the parties.

3.8. Maintenance of Financial and Student Records.

3.8.1. TLG will maintain accurate financial records pertaining to its operation of Academy for Business and Technology, together with all Academy for Business and Technology financial records prepared by TLG and retain all such records for a period of five (5 years (or longer if required by the Code or other applicable laws and regulations) from the close of the School Year to which such books, accounts and records relate. All financial records retained by TLG pertaining to Academy for Business and Technology will be available to Academy for Business and Technology, the Authorizer or the Michigan Department of Education for inspection and copying promptly following a written request to the extent practicable.

3.8.2. TLG will maintain accurate student records pertaining to the students enrolled at the Academy as is required and in the manner provided by the Public School Academy Contract, the Code and applicable laws and regulations and retain such records permanently on behalf of Academy for Business and Technology or until this Agreement or its successor (if any) is terminated, at which time such records will be transferred to the Academy for Business and Technology and become the sole responsibility of the Board. TLG and Academy for Business and Technology will maintain the proper confidentiality of personnel, students and other records as required by law and the Public School Academy Contract.

3.8.3. Academy for Business and Technology shall be entitled at any time upon reasonable written notice to TLG to audit the books and records of TLG pertaining to its operation of the Academy pursuant to this Agreement (including, without limitation, the financial records relating thereto), provided that any such audit shall be at the sole expense of Academy for Business and Technology

3.8.4. TLG shall provide the Academy Board monthly financial statements that (at a minimum) include a balance sheet, 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. All

finance and other records of TLG related to the Academy will be made available to the Academy and the Academy's independent auditor. See ESP Policies (C) (4) and (C)(8).

3.9. Admissions. Implementation of Academy for Business and Technology's admission policy per the Public School Academy Contract.

3.10. Student Hearings. Administration and enforcement of student disciplinary and special education hearings in conformity with the requirements of the Code and other applicable laws and regulations (including, but not limited to, requirements involving due process and confidentiality) to the extent consistent with Academy for Business and Technology's duties and obligations under the Code and other applicable laws and regulations.

3.11. Academic Progress Reports. TLG will provide to Academy for Business and Technology on a periodic basis, as necessary or appropriate for Academy for Business and Technology to satisfy its obligations under the Public School Academy Contract, the Code and other applicable laws and regulations, a report detailing (i) the Academy's students' academic performance, and (ii) TL performance of the Educational Services and Administrative Services.

3.12. Rules and Procedures. TLG will recommend rules, regulations and procedures applicable to the Academy and its students and will enforce such rules, regulations and procedures adopted by Academy for Business and Technology that are not in direct conflict with this Agreement, the Public School Academy Contract, the Code and other applicable laws and regulations.

3.13. Additional Administrative Services. Any other services reasonably necessary or expedient for the effective administration of Academy for Business and Technology as agreed to, in writing, from time to time by TLG and the Board.

4. Provision of Educational Services and Administrative Services. The Educational Services will be provided in accordance with the educational goals, curriculum, methods of pupil assessment, admissions policy, student recruitment policy, school calendar, school day schedule and age and grade range of pupils to be enrolled at the Academy for Business and Technology (the "Educational Program") as proposed by TLG and adopted by the Board, all in compliance with the Public School Academy Contract and the Code. The Administrative Services will be provided in a manner consistent with the Educational Program, the Code and the Public School Academy Contract. The provisions of the Academy's Charter Contract shall supersede any competing or conflicting provisions contained in this Agreement. ESP Policies at (C)(16)(C).

5. Modification of Educational Services and Administrative Services. Subject to this Agreement, the Public School Academy Contract, Authorizer oversight, the Code and other applicable laws and regulations, TLG may modify (i) the Educational Services, provided that any material modification of the Educational Services will be subject to the prior approval of the Board

and (ii) the methods, means and manner by which such Administrative Services are provided at any time, provided that Academy for Business and Technology will have the right to approve all material changes.

6. Budgeting for Educational Services and Administrative Services. TLG will be responsible and accountable to the Board for the provision of all Educational Services and Administrative Services, provided that such obligations, duties and responsibilities are expressly limited by the Academy Budget established pursuant to Section 3.7, and TLG will not be required to expend funds on such services in excess of the amounts set forth in such Academy Budget. 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 costs for the marketing and development of the ESP. See ESP Policies at (C)(18).

7. Place of Performance Provision of Offices. Academy for Business and Technology will provide TLG with necessary and reasonable classroom and office space at the Facility to perform all Educational and Administrative services described in this Agreement. TLG will provide instructional, extra-curricular and co-curricular services at the Facility. TLG may provide other services elsewhere, unless prohibited by the Public School Academy Contract, the Code and other applicable laws and regulations.

8. Authority. By this Agreement, Academy for Business and Technology provides TLG such authority and power as is reasonably necessary or proper for TLG to undertake its responsibilities, duties and obligations provided for in this Agreement, except in cases wherein such authority may not be delegated by the Code and other applicable laws and regulations.

9. Term.

9.1. Agreement Coterminous With Academy's Contract. This Agreement will be effective on July 1, 2020 and shall continue for the same length of time as the term of the Public School Academy Contract (the "Term"). Notwithstanding the foregoing, if the Public School Academy 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 Public School Academy Contract, this Agreement shall automatically be suspended or terminated, as the case may be, on the same date as the Public School Academy Contract is suspended, revoked, terminated or expires without further action of the parties. This section notwithstanding, TLG agrees to provide reasonable support and assistance during the transition and/or closure of the Academy. See ESP Policies at (C)(16)(b).

9.2. Maximum Term. The maximum term of an ESP Agreement shall not exceed the length of the Charter Contract. The CSO may waive this limitation in writing for a short time period upon a showing of good cause. See ESP Policies at (C)(19).

10. Further Assurance. Academy for Business and Technology and TLG shall do and cause to be done all such acts, matters and things and shall execute and deliver all such documents and instruments as shall be required to enable the parties to perform their respective obligations under, and to give effect to the transactions contemplated by this Agreement. Notwithstanding the foregoing, TLG shall have no obligation to agree to any changes which (a) materially increase TLG's obligations or materially reduce its rights under this Agreement, (b) materially alter any terms of the Agreement, including without limitation the economic terms, (c) would jeopardize TLG's receipt of the Management Fee, (d) would prevent TLG from meeting Academy for Business and Technology and TLG's educational goals.

11. Relationship of the Parties.

11.1. Status of the Parties. The relationship between Academy for Business and Technology and TLG is based on the terms of this Agreement, and the terms of any other agreements between the parties. Further, each party is acting as an independent contractor and not as a partner, joint venturer, agent or employee of the other. Each party will be solely responsible for its own actions and those of its agents, employees and subcontractors, and neither party will be liable for any debts or expenses incurred by the other or the other's employees, agents and subcontractors.

11.2. No Related Parties or Common Control. TLG will not have any role or relationship with Academy for Business and Technology that, in effect, substantially limits Academy for Business and Technology's ability to exercise its rights, including termination rights, under this Agreement. Academy for Business and Technology and TLG will not be members of the same control group, as defined in Section 1.150-1(e) of the Treasury Regulations under the 1986 Code, or related persons, as defined in Section 144(a) (3) of the 1986 Code.

12. Consideration for Services.

12.1. Management Fee. For the Term of this Agreement, Academy for Business and Technology will pay TLG an annual fee equal to ten percent (10%) of Academy for Business and Technology's Gross Revenue for each School Year ("Management Fee"), payable in monthly installments. For purposes of this Agreement the term "Gross Revenue" shall mean all receipts of Academy for Business and Technology of whatsoever kind or nature, excluding any proceeds from borrowings undertaken by Academy for Business and Technology.

12.1.1. Services included in the Management Fee include: Educational Services, Academy Administration Services, Special Education Administration Services, and Technology Administration Services.

12.1.2. Services not included in the Management Fee that are to be reimbursed by the Academy are as follows: Food Services, On-site Technology

Services, On-site Special Education Services, E-rate Services, and Professional Development Services. Estimated costs for these services are included in the proposed budget presented to and approved by the Board. Changes to the cost projections are updated, presented to and approved by the Board through the budget amendment process.

12.1.3. Any services to be provided by TLG 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. In addition, no corporate costs of TLG shall be charged to, or reimbursed by the Academy. See ESP Policies at (C)(6).

12.2. Reasonable Compensation. The Management Fee under this Agreement is reasonable compensation for services rendered. TLG's compensation for services under this Agreement will not be based, in whole or in part, on a share of net surplus or profits from the operation of the Academy.

12.3. Payment of Costs. The parties acknowledge Academy for Business and Technology is obligated to pay all costs and expenses associated with the operation of the Academy including but not limited to all personnel and benefits costs referenced in Section 14 ("Operational Expenses"). Upon agreement of the parties, the Academy Board may either (i) pay or reimburse TLG for approved fees or expenses upon properly presented documentation and approval of the Academy board or (ii) the Academy Board may advance funds to TLG for the fees or expenses associated with the Academy's operation provided that documentation for the fees and expenses are provided for Academy Board ratification. No corporate costs of TLG shall be charged to, or reimbursed by, the Academy. ESP Policies at (C)(5).

12.4. Payments to TLG. TLG will receive the monthly installment of its Manager Fee in advance on or about the fifteenth (15th) day of each month (but in no event later than the date that Academy for Business and Technology receives payments from the State of Michigan).

13. Other Revenue Sources. Academy for Business and Technology and TLG may, together or independently, solicit and receive grants and donations from public and private sources consistent with the mission, and the Public School Academy Contract, of Academy for Business and Technology, in the name of either TLG, Academy for Business and Technology or the Academy, provided, however, that (i) any solicitation of such grants by TLG in the name of Academy for Business and Technology and/or Academy for Business and Technology that are in excess of One Hundred Thousand Dollars (\$100,000) shall be subject to the prior approval of the Board, (ii) all such funds received by TLG or Academy for Business and Technology for the benefit of Academy for Business and Technology from such other revenue sources shall be deemed to be Academy for Business and Technology funds, (iii) TLG shall not be required to administer

any grants that are not specifically approved, in writing, by TLG, in advance, (iv) only to the extent specifically provided in a grant, TLG shall be entitled to receive, in addition to all any other amounts which are payable to TLG under this Agreement, a grant administration fee, and (v) both Academy for Business and Technology and TLG shall be required to mutually approve, in writing, any grants proposed by a third party grant writer. Nothing in this Section 13 will be construed to prohibit TLG from soliciting funds or grants solely for its own general corporate purposes and using such funds or grants solely for such purposes, except that TLG shall not use Academy for Business and Technology and/or Academy for Business and Technology's name in such solicitation without the consent of Academy for Business and Technology.

13.1. Tax Exempt Foundation. Academy for Business and Technology may establish or participate in a tax-exempt foundation for the purpose of raising supplemental funds for Academy for Business and Technology. TLG will assist with the administration of a foundation at the Board's request. Monies from a foundation set up by and managed by the Board are exempt from Gross Revenues and the Management Fee.

14. Personnel and Training.

14.1. Personnel Responsibility. Subject to the limitations of this Agreement, the Public School Academy Contract, the Code and other applicable laws and regulations, TLG will have the sole responsibility and authority to determine staffing levels, and to select, evaluate, assign, discipline, supervise, manage, transfer and terminate personnel necessary to carry out the Educational Services, Administrative Services, the Supplemental Programs (if any) and all other services provided under this Agreement, all within the financial constraints of the Academy Budget approved by the Board. TLG accepts full liability for benefits, salaries, payroll taxes, workers' compensation, unemployment compensation and liability insurance for its employees working at the Academy, and TLG shall be liable for all such payments if TLG does not seek reimbursement from the Academy for such costs within one year after such costs were incurred. See ESP Policies at (C)(13).

14.2. Employment Status. Except as specified in this Agreement or as required by the Code or the Public School Academy Contract, the School Leader, teachers and support staff selected by TLG for the Academy pursuant to this Agreement ("Academy Employees") will be employees of TLG or an affiliate of TLG which handles all TLG employment and human resources administration. TLG will be responsible for conducting or causing to be conducted by its affiliate all reference, employment checks, criminal background checks and unprofessional conduct checks on all employees and other personnel working or providing services at Academy for Business and Technology to the extent required under the Code and other applicable laws and regulations. Upon request, TLG will provide or cause to be provided to Academy for Business and Technology documentary evidence of such background checks. See ESP Policies at (C)(13).

14.3. Employee Benefits. Academy for Business and Technology hereby acknowledges and agrees with the package of employee benefits that will be provided to Academy Employees by TLG ("Benefits Package") pursuant to this Agreement and that any material modifications or changes to the Benefits Package shall be implemented only upon the agreement of its affiliate and TLG, with the approval of Academy for Business and Technology through the budgeting processes provided in this Agreement.

14.4. School Leader. Academy for Business and Technology and TLG acknowledge and agree that the accountability of TLG to Academy for Business and Technology and the Academy is an essential foundation of this Agreement, and because the responsibility of the administrator of Academy for Business and Technology (the "School Leader") is critical to the success of Academy for Business and Technology, TLG will have the authority, consistent with the Code and other applicable laws and regulations, to select and supervise the School Leader and hold the School Leader accountable for the success of Academy for Business and Technology. The employment contract with the School Leader, and the duties and compensation of the School Leader shall be determined by TLG. The School Leader and TLG, in turn, will have similar authority to select and hold accountable the teachers assigned to Academy for Business and Technology. Notwithstanding anything in this Section, TLG agrees to consult with the Board prior to hiring the School Leaders and will consult with the Board prior to taking any action that would alter the employment status of the School Leaders.

14.5. Teachers. TLG will provide Academy for Business and Technology with such teachers as are required to provide the Educational Services and Administrative Services. TLG and the School Leader will determine the number and assignments of such teachers. Such teachers may work at Academy for Business and Technology on a full or part time basis. Each teacher assigned to Academy for Business and Technology will be qualified in his or her grade levels and subjects, hold a valid teaching certificate issued by the Michigan Department of Education under the Code, to the extent required under the Code and other applicable laws and regulations. Upon written request, TLG will provide Academy for Business and Technology with documentary evidence of TLG's compliance with this Section 14.5.

14.6. Support Staff. TLG will provide Academy for Business and Technology with such support staff as is required to provide the Educational Services, Administrative Services and any associated Supplementary Programs. Such support staff may include, among others, teachers' aides, clerical staff and administrative assistants to the School Leader, bookkeepers and maintenance personnel. TLG shall provide licensed or certified staff to provide services for positions requiring licensing or certification. Such support staff may work at Academy for Business and Technology on a full or part time basis.

14.7. Training. TLG will provide training (i) in the instructional methods and curriculum, which comprise the Educational Program, and (ii) with regard to support technology

to the teachers and other instructional personnel on a regular and continuous basis, as stated in the Public School Academy Contract and consistent with TLG's past practices. Non-instructional personnel will receive such training as TLG determines to be reasonable and necessary under the circumstances.

15. Termination of Agreement.

15.1. By TLG. TLG may terminate this Agreement prior to the end of the Term specified in Section 9 in the event that Academy for Business and Technology fails to remedy a material breach of this Agreement within 30 days after written notice from TLG. A material breach includes, but is not limited to (i) Academy for Business and Technology's failure to pay any fee or reimbursement as required by the terms of this Agreement, or (ii) an act or omission that causes TLG to be unable to perform its material obligations under this Agreement. Termination by TLG will not relieve Academy for Business and Technology of any obligations for payments outstanding to TLG as of the date of termination or liability for financial damages suffered by TLG as a consequence of Academy for Business and Technology's breach (or of TLG's termination as a result thereof) of this Agreement.

15.2. By Academy for Business and Technology. Academy for Business and Technology may terminate this Agreement prior to the end of the Term specified in Section 9 in the event that TLG fails to remedy a material breach of this Agreement within 30 days after written notice from Academy for Business and Technology. A material breach by TLG includes, but is not limited to: (i) a material failure to reasonably account for its expenditures related to Academy for Business and Technology funds or for other expenses incurred with respect to Academy for Business and Technology at TLG's direction, (ii) TLG's failure to substantially follow the material policies, procedures, rules, regulations or curriculum required by the Public School Academy Contract, this Agreement, the Code and applicable laws and regulations, (iii) failure to abide by and meet the educational goals set forth in the Public School Academy Contract such that the Public School Academy Contract will be terminated, (iv) the employment of teachers in violation of the Code or this Agreement, (v) any act or omission by TLG that causes Academy for Business and Technology to materially breach the Public School Academy Contract or any of Academy for Business and Technology's other material contractual obligations in anyway, (vi) filing of bankruptcy by TLG or (vii) any action or inaction of TLG that is not cured within 60 days of notice thereof which causes the Charter Contract to be revoked, terminated, suspended or which causes the Charter Contract to be put in jeopardy of revocation, termination or suspension by the Authorizer. Termination by Academy for Business and Technology will not relieve Academy for Business and Technology of any obligations. for payments outstanding to TLG as of the date of the termination, nor will it relieve TLG for liability for financial damages suffered by Academy for Business and Technology as a consequence of TLG's breach (or of Academy for Business and Technology's termination as a result thereof) of this Agreement. ESP Policies at (C)(16)(d).

15.3. Mid-Year Termination. Termination of this Agreement mid-year may cause a breach of the Public School Academy Contract. The Academy Board and TLG should make all efforts necessary to remedy a breach of this Agreement in-order to continue school operations until completion of the then-current school fiscal year. If a breach cannot be remedied, the Academy Board and TLGP agree to work cooperatively to transition management and operations of the school without disrupting the school's operations. TLG shall perform this transition in a similar manner as described under Section 1.9 based upon completion of the then-current school period.

15.4. Change in Law. If any federal, State or local law or regulation, court or administrative decision or Attorney General's opinion (a "Change in Law"), other than a Change in Law dealing generally with the funding of charter schools, has a materially adverse effect on the ability of either party to carry out its obligations under this Agreement, such party, upon written notice, may request renegotiation of this Agreement. Such renegotiation will be undertaken in good faith and may include the use of a third party arbitrator for alternative dispute resolution pursuant to Section 20. If the parties are unable to renegotiate the terms within 90 days after such notice and good faith negotiations, the party requesting the renegotiation may terminate this Agreement on 120 days' further written notice or at the end of a School Year, whichever is earlier.

15.5. Real and Personal Property. Upon termination or expiration of this Agreement by either party for any reason, any real or personal property leased by TLG, or any affiliate thereof, to Academy for Business and Technology or the Academy will remain the real and personal property of TLG, and all personal property purchased by TLG with the funds provided to TLG by Academy for Business and Technology will be the personal property of Academy for Business and Technology.

15.6. Out-of-Pocket Expenses. Upon termination or expiration of this Agreement for any reason, Academy for Business and Technology shall reimburse TLG for all expenses owed pursuant to Section 12.3.

16. Proprietary Information and Ownership.

16.1. Rights of the Academy for Business and Technology. The parties agree that Academy for Business and Technology shall own all proprietary rights to curriculum or educational materials that (i) are both directly developed and paid for by Academy for Business and Technology; or (ii) were developed by TLG at the direction of Academy for Business and Technology's Board with Academy for Business and Technology funds dedicated for the specific purpose of developing such curriculum of materials.

16.2. Rights of TLG. The parties agree that TLG shall own proprietary rights to curriculum or educational materials that (i) were previously developed or copyrighted by TLG; or (ii) developed by TLG using funds from Academy for Business and Technology that are not dedicated for the specific purpose of developing Academy for Business and Technology

curriculum or educational materials. TLG recognizes and agrees that TLG's educational materials and teaching techniques used by Academy for Business and Technology are subject to disclosure under the Revised School Code and the Freedom of Information Act.

16.3. General. Each Party shall treat all such proprietary information as though it were a trade secret and copyrighted, and shall use efforts as may be reasonably requested to assure that no personnel or agent disclose, publish, copy, transmit, modify, alter or utilize such proprietary information during the term of this Agreement or at any time after its expiration other than to the extent necessary for the implementation of this Agreement upon expiration of this Agreement, Academy for Business and Technology, however, may continue to use proprietary information developed on behalf of Academy for Business and Technology in the implementation of its ongoing educational program.

16.4. Required Disclosure. Academy for Business and Technology shall be permitted to report any new teaching techniques or methods of significant revisions to known teaching techniques or methods may thereafter be made available to the public, as required by law, notwithstanding anything contained in this paragraph 16 to the contrary.

17. Indemnification.

17.1. Indemnification of TLG. Academy for Business and Technology will indemnify, defend and save and hold TLG and its affiliates and all of their respective employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits or other forms of liability (including reasonable attorneys' fees and costs) that may arise out of, or by reason of, any noncompliance by Academy for Business and Technology with any agreements, covenants, warranties or undertakings of Academy for Business and Technology contained in or made pursuant to this Agreement, and any misrepresentations or breach of the representations and warranties of Academy for Business and Technology contained in or made pursuant to this Agreement. In addition, Academy for Business and Technology will reimburse TLG for any and all legal expenses and costs associated with the defense of any such claim, demand or suit. The indemnification requirements of this Section 17.1 may be met by the purchase of insurance pursuant to Section 18.

17.2. Indemnification of Academy for Business and Technology. TLG will indemnify, defend and save and hold Academy for Business and Technology and all of its employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits or other forms of liability (including reasonable attorneys' fees and costs) that may arise out of, or by reason of, any noncompliance by TLG with any agreements, covenants, warranties or undertakings of TLG contained in or made pursuant to this Agreement, and any misrepresentation or breach of the representations and warranties of TLG contained in or made pursuant to this Agreement. In addition, TLG will reimburse Academy for Business and

Technology for any and all legal expenses and costs associated with the defense of any such claim, demand or suit. The indemnification requirements of this Section 17.2 may be met by the purchase of insurance pursuant to Section 18.

18. Insurance.

18.1. Insurance Coverage. Academy for Business and Technology shall maintain general liability insurance and umbrella insurance coverage in the amounts required (i) by the Public School Academy Contract and ESP Policies, (ii) to fully comply with the terms and conditions of any agreement to which Academy for Business and Technology is a party or (iii) by sound business practices ("Insurance Standards"). Such policies shall name TLG and its affiliates and their respective directors, officers, employees, subcontractors, and agents as additional insureds under such policies. Academy for Business and Technology will comply with any information requests from its insurer(s) and all reporting requirements applicable to such insurance. TLG shall maintain ESP policies of insurance, separate from and in addition to the insurance the Academy Board is required to maintain, as required by the Public School Academy Contract and the Michigan Universities Self Insurance Corporation. TLG shall agree to change the type or amount of coverage, as requested by the Authorizer, within thirty days after notice of the insurance coverage change. ESP Policies at (C)(17).

18.2. Property and Casualty Insurance. Academy for Business and Technology and TLG shall each maintain property and casualty insurance covering all real and personal property owned by that party and which are used or useful in the operations of the Academy. The amount of such coverage shall be sufficient to fully comply with the Insurance Standards.

18.3. Workers' Compensation Insurance. Academy for Business and Technology and TLG shall each maintain workers' compensation insurance as required by law, covering their respective employees, including the maintenance of such insurance with respect to the School Leader, teachers and support staff of the Academy, the cost of which shall be provided for in the Academy's budget.

18.4. Coordination and Cooperation. To the extent requested by Academy for Business and Technology, TLG shall undertake to coordinate the acquisition and maintenance of the insurance requirements of Academy for Business and Technology under this Agreement and the parties will cooperate with each other to assure the complete, efficient and economical provision of the required insurance coverage. In addition, each party will, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this Section 18. Each party will comply with any information or reporting requirements required by the other party's insurer(s), to the extent reasonably practicable.

18.5. Additional Insurance Conditions. All insurance required by this Agreement or the Public School Academy Contract must be obtained from a licensed responsible company

licensed to do business in the State of Michigan. Academy for Business and Technology may join with other public school academies to obtain insurance if the Academy Board finds that such an association provides economic advantages to Academy for Business and Technology. Academy for Business and Technology shall list the Eastern Michigan University on the insurance policies as an additional insured as required by the Public School Academy Contract.

19. Warranties and Representations.

19.1. Representations and Warranties of TLG. TLG hereby represents and warrants to Academy for Business and Technology:

19.1.1. TLG is a duly organized limited liability company in good standing and is authorized to conduct business in the State of Michigan.

19.1.2. To the best of its knowledge, TLG has the authority under the Code and other applicable laws and regulations to execute, deliver, perform this Agreement, and to incur the obligations provided for under this Agreement.

19.1.3. TLG's actions under this Agreement have been and will be duly and validly authorized, and it will adopt any and all further resolutions or expenditure approvals required for execution of this Agreement.

19.2. Representations and Warranties of Academy for Business and Technology. Academy for Business and Technology hereby represents and warrants to TLG:

19.2.1. Academy for Business and Technology is a duly organized non-profit corporation in good standing and is authorized to conduct business in the State of Michigan.

19.2.2. The Public School Academy Contract (i) authorizes Academy for Business and Technology to operate the Academy and receive revenues under the Code from the State of Michigan and from federal, State and other resources; (ii) approves the Education Program and other activities contemplated by this Agreement; and (iii) vests Academy for Business and Technology with all powers necessary and desirable for carrying out the Education Program and other activities contemplated in this Agreement.

19.2.3. Academy for Business and Technology has the authority under the Code and other applicable laws and regulations to contract with a private entity to perform the Educational Services, Administrative Services, Supplemental Programs and all other services under this Agreement and execute, deliver and perform this Agreement, and to incur the obligations provided for under this Agreement.

19.2.4. Academy for Business and Technology's actions and those of the Board have been duly and validly authorized.

19.2.5. To the best of its knowledge, Academy for Business and Technology is not in breach of the terms of the Public School Academy Contract and will use its best efforts to ensure that it will not breach the Public School Academy Contract in the future.

19.2.6. To the best of its knowledge, Academy for Business and Technology is not in breach or default under any loan or financial obligations, including, but not limited to, salary obligations and related benefits, payroll taxes, and leases for real and personal property, to the extent that any such obligation is related to Academy for Business and Technology's required performance under this Agreement.

19.2.7. The Educational Program has been reviewed and approved by resolution by the Board.

19.2.8. Academy for Business and Technology and the Board will use its best efforts to ensure that the Educational Program complies with and will continue to comply with the Public School Academy Contract, the Code and other applicable laws and regulations.

19.3. Mutual Warranties. Each party to the Agreement warrants 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.

20. Alternative Dispute Resolution Procedures.

20.1. Dispute Resolution. All claims, disputes, and other matters in controversy ("Disputes") between the parties hereto arising directly or indirectly out of or related to this Agreement, or the breach thereof, whether contractual or non-contractual, and whether during the Term or after the termination of this Agreement shall be resolved exclusively according to the procedures set forth in this Section 20.

20.2. Mediation. No party shall commence an arbitration proceeding pursuant to the provisions of Section 20.3 unless such party shall first give a written notice (a "Dispute Notice") to the other party hereto setting forth the nature of the Dispute. The parties shall attempt in good faith to resolve the Dispute by mediation under the Commercial Mediation Rules of the American Arbitration Association ("AAA") in effect on the date of the Dispute Notice. If the parties cannot agree on the selection of a mediator within 20 days after delivery of the Dispute Notice, the mediator will be selected by the AAA. If the Dispute has not been resolved by

mediation within 60 days after delivery of the Dispute Notice, then the Dispute shall be determined by arbitration in accordance with the provisions of Section 20.3.

20.3. Arbitration. Any Dispute that is not settled through mediation as provided in Section 20.2, shall be resolved by final and binding arbitration in Wayne County, Michigan, governed by the Federal Arbitration Act, 9 U.S.C. §1 et seq., and administered by the AAA under its Commercial Arbitration Rules in effect on the date of the Dispute Notice, except that persons eligible to be selected as arbitrators shall be limited to lawyers with excellent academic and professional credentials (i) who are or have been a partner in a highly respected law firm or a law professor for at least 10 years specializing in governmental affairs and either general commercial litigation or general corporate and commercial matters with relevant with experience in the field of education and (ii) who have both training and experience as arbitrators. All such Disputes shall be conducted by a single arbitrator, unless the Dispute involves more than \$250,000 in the aggregate in which case the arbitration shall be conducted by a panel of three arbitrators. Each party shall be entitled to strike on a peremptory basis, for any reason or no reason, any or all of the names of potential arbitrators for the list submitted to the parties by the AAA as being qualified in accordance with the criteria set forth herein. In the event the parties cannot agree on a mutually acceptable single arbitrator from the one or more lists by the AAA, the AAA shall designate three persons who, in its opinion, meet the criteria set forth herein, which designees may not include persons named on any list previously submitted by the AAA. Each party shall be entitled to strike one of such three designees on a peremptory basis, and shall indicate its order of preference with respect to the remaining designees, and the selection of the arbitrator(s) shall be made from such designee(s) which have not been so stricken by any party in accordance with their indicated order of mutual preference. The arbitrator(s) shall base their award on applicable law and judicial precedent and shall include in such award the findings of fact and conclusions of law upon which the award is based (a "cause opinion"). The CSO shall be notified of said decision and, upon the CSO's request, the cause opinion shall be made available. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. ESP Policies at (C)(20).

20.4. Costs and Attorneys' Fees. If a party hereto fails to proceed with mediation or arbitration as provided herein or unsuccessfully seeks to stay such mediation or arbitration, or fails to comply with any arbitration award, or is unsuccessful in vacating or modifying the award pursuant to a petition or application for judicial review, the other party shall be entitled to be awarded costs, including reasonable attorneys' fees, paid or incurred by such other party in successfully compelling such arbitration or defending against the attempt to stay, vacate or modify such arbitration award and/or successfully defending or enforcing the award.

20.5. Tolling of Statute of Limitations. All applicable statutes of limitation and defenses based upon the passage of time shall be tolled while the procedures specified in this Section 20 are pending. The parties will take such action, if any, required to effectuate such tolling.

21. Miscellaneous.

21.1. Sole Agreement. This Agreement supersedes and replaces any and all prior agreements and understandings between Academy for Business and Technology and TLG regarding the Academy.

21.2. Force Majeure. Notwithstanding any other section of this Agreement, neither party will be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, terrorism, civil war, embargo, fire, flood, explosion, sabotage, accident, labor strike, pandemics or other acts beyond its reasonable control.

21.3. Governing Law. The laws of the State of Michigan will govern this Agreement, its construction and the determination of any rights, duties and remedies of the parties arising out of or relating to this Agreement.

21.4. Agreement in Entirety. This Agreement constitutes the entire agreement of the parties regarding the Academy.

21.5. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which will constitute one and the same instrument.

21.6. Official Notices. All notices and other communications required by the terms of this Agreement will be in writing and sent to the parties hereto at the addresses set forth below (and such addresses may be changed upon proper notice to such addressees). Notice may be given by: (i) certified or registered mail, postage prepaid, return receipt requested, (ii) facsimile (with confirmation of transmission by sender's facsimile machine), (iii) personal delivery or (iv) electronic mail with confirmation receipt. Notice will be deemed to have been given two days after mailing or on the date of personal delivery or on the date of transmission of a facsimile if on a business day during normal business hours (or, if not, the first business day thereafter). The addresses of the parties are:

To Academy for Business and Technology:	To TLG
Academy for Business and Technology	The Leona Group
	2125 University Park Drive
	Okemos, Michigan 48864
Attention: Board Chair	Attention: William Coats, CEO
	Tel: 517-333-9030
	Fax: 517-333-4559

21.7. Assignment. This Agreement will not be assigned by TLG without prior notification to the Authorizer and, further, without the prior consent in writing of Academy for Business and Technology nor assigned by Academy for Business and Technology without the prior consent in writing of TLG, provided that TLG may assign this Agreement to an affiliated entity or an entity that is a successor to all or a substantial portion of TLG's business and may delegate the performance of, but not responsibility for, any duties and obligations of TLG hereunder to any independent contractors, experts or professional advisors, subject to Academy for Business and Technology approval, which approval cannot be unreasonably withheld. Any party to whom the rights or obligations of this Agreement is assigned shall follow the requirements set forth in the ESP Policies of the Authorizer. ESP Policies at (C)(21).

21.8. Amendment. This Agreement will not be altered, amended, modified or supplemented except in a written document approved by the Board and signed by authorized officers of both Academy for Business and Technology and of TLG.

21.9. Waiver. No waiver of any provision of this Agreement will be deemed to be, nor will constitute a waiver of any other provision, nor will such waiver constitute a continuing waiver unless otherwise expressly stated.

21.10. Severability. The invalidity of any of the covenants, phrases or clauses in this Agreement will not affect the remaining portions of this Agreement, and this Agreement will be construed as if such invalid covenant, phrase or clause had not been co-maintained in this Agreement. To the extent that any of the services to be provided by TLG are found to be an invalid delegation of authority by Academy for Business and Technology, such services will be construed to be limited to the extent necessary to make the services valid and binding.

21.11. Successors and Assigns. Except as limited by Section 21.7, this Agreement will be binding upon, and inure to the benefit of, the parties and their respective successors and assigns.

21.12. No Third-Party Rights. Other than the third-party rights specifically enumerated for the Authorizer regarding indemnification, this Agreement is made for the sole benefit of Academy for Business and Technology and TLG, and their affiliates, successors and assigns. Except as otherwise expressly provided, nothing in this Agreement will create or be deemed to create a relationship between the parties to this Agreement, or either for them, and any third person, including a relationship in the nature of a third party beneficiary or fiduciary.

21.13. Survival of Termination. All representations, warranties and indemnities

21.14. Binding Effect: Counterparts. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall be deemed one and the same instrument.

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



Academy for Business and Technology

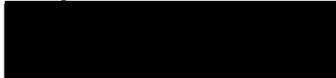
The Leona Group, L.L.C.

By: Renee M. Newman

By: 

Its Board President

Its CEO



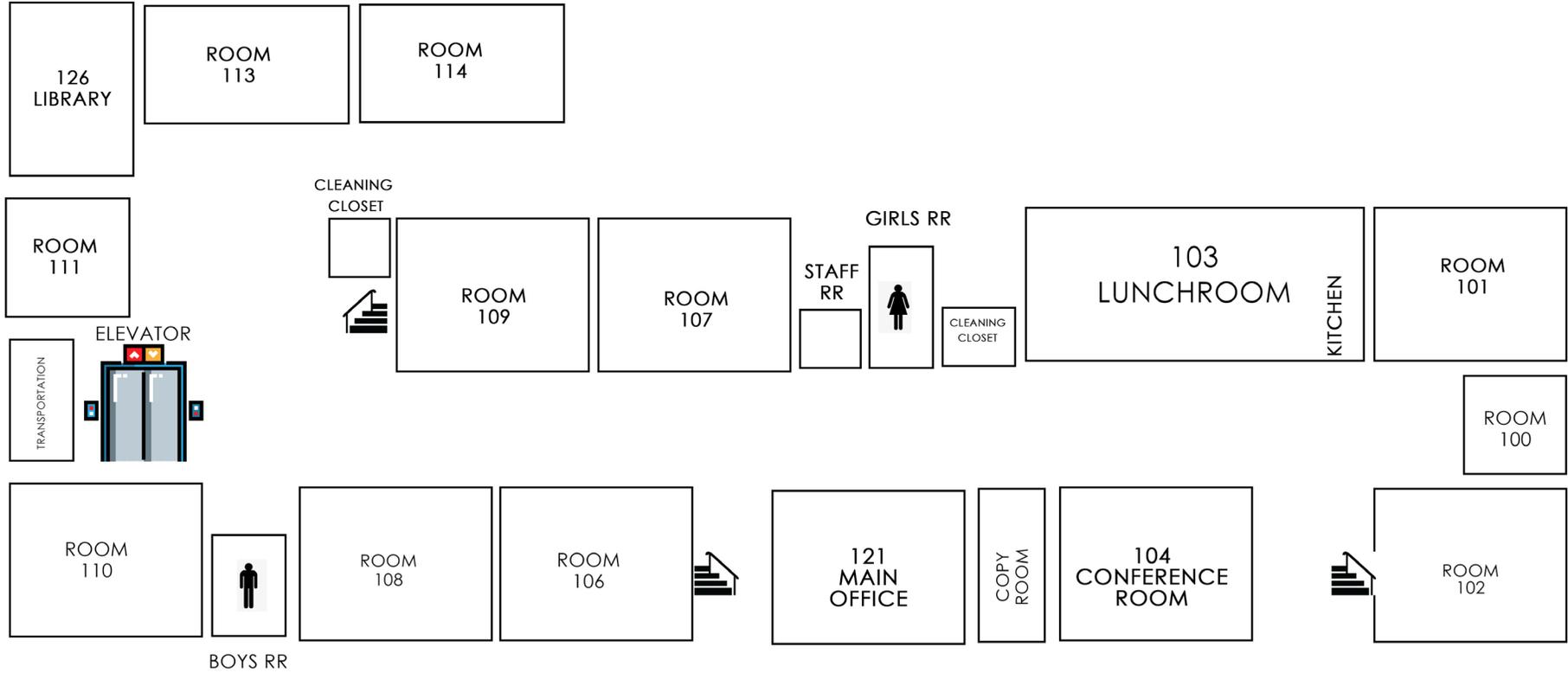
6/22/20

CONTRACT SCHEDULE 6

Physical Plant Description

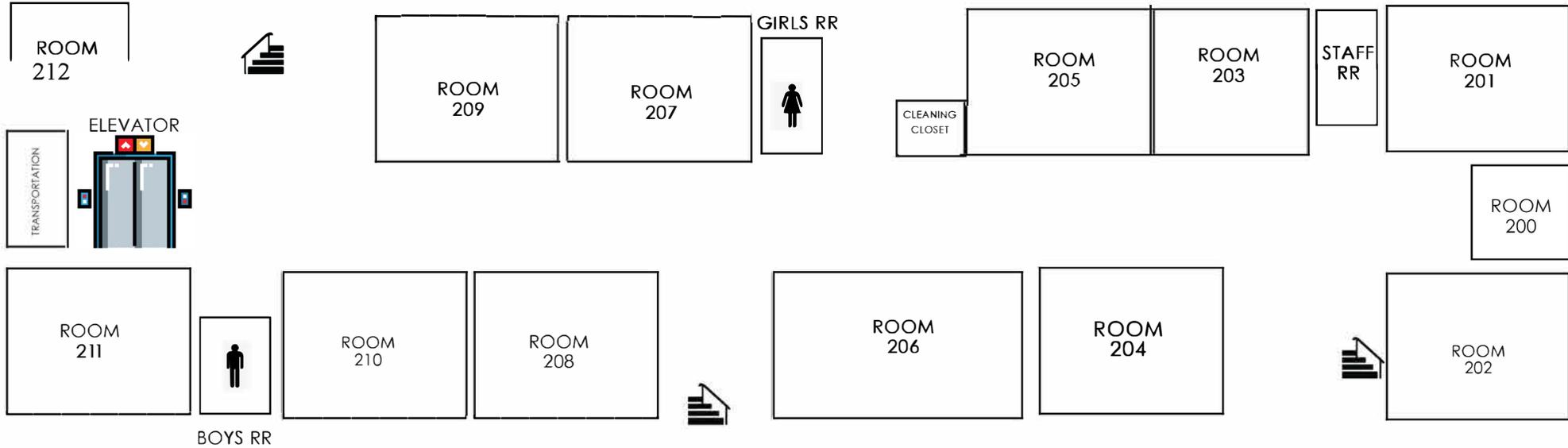


ACADEMY FOR BUSINESS & TECHNOLOGY
Middle/High School
First Floor Plan





**ACADEMY FOR BUSINESS & TECHNOLOGY
Middle/High School
Second Floor Plan**





ACADEMY FOR BUSINESS & TECHNOLOGY
Middle/High school
Gymnasium Floor Plan



Physical Plant Description

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

2. The address and a description of the facilities occupied by the middle and high school component of the Academy for Business and Technology is as follows:

Address: 19625 Wood Street
Melvindale, Michigan 48122

Description: A brick and masonry structure occupying two floors of a former private school.

Name of School District and Intermediate School District:

Local: Melvindale Northern Allen Park School District

Wayne County Regional Educational Service Agency

The address and a description of the facilities occupied by the elementary school component of the Academy for Business and Technology is as follows:

Address 5277 Calhoun
Dearborn, Michigan 48126

Description: A brick and masonry structure occupying two floors of a former private school.

Dearborn School District

Wayne County Regional Educational Service Agency

3. It is acknowledged and agreed that the following information about the facilities is provided on the following pages, or must be provided to the satisfaction of the University Board before the Academy may operate as a public school in this state:

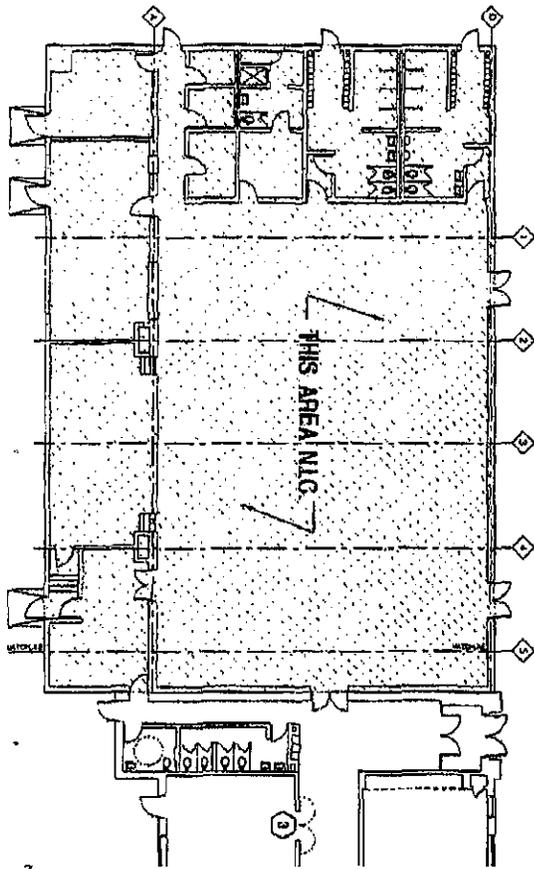
- A. Size of building
- B. Floor Plan
- C. Description of Rooms
- D. Copy of Lease or Purchase Agreement

4. In addition, the Academy and the University Board hereby acknowledge and agree that this Contract is issued to the Academy with the understanding that the Academy cannot conduct classes as a public school academy in this state until it has obtained the necessary fire, health and safety approvals for the sites it occupies. These approvals must be provided and be acceptable to the University Board or its designee prior to the Academy operating as a public school at those sites. In cases of disagreement, the Academy may not begin operations at the sites without the consent of the University Board.

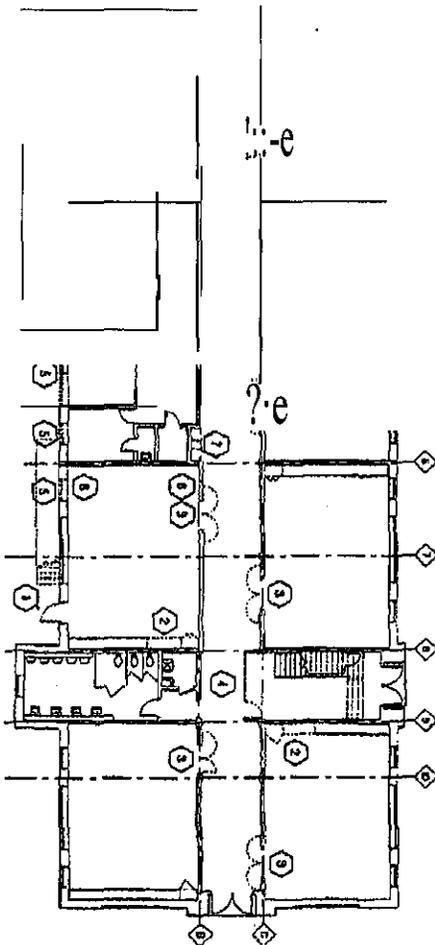
5. If the sites described above are not used as the Academy's physical facilities, or the Academy makes changes to the sites in the form of new building construction, or major renovations, then Schedule 6 of this Contract between the Academy and the University Board must be amended pursuant to Article IX of the Terms and Conditions of the Contract, to designate, describe, and agree upon the Academy's new site specifications. The Academy must submit to the University Board or its designee complete information about the proposed new site specifications. This information shall include financing information for the new site specifications and any changes in financing, as well as the information described in paragraphs 2, 3 and 4 of this Schedule 6. It is acknowledged and agreed that the public school academy cannot conduct classes at the site(s) until it has submitted all the information described above, to the satisfaction of the University Charter Schools Office, and the amendment regarding the new site specifications has been executed.

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

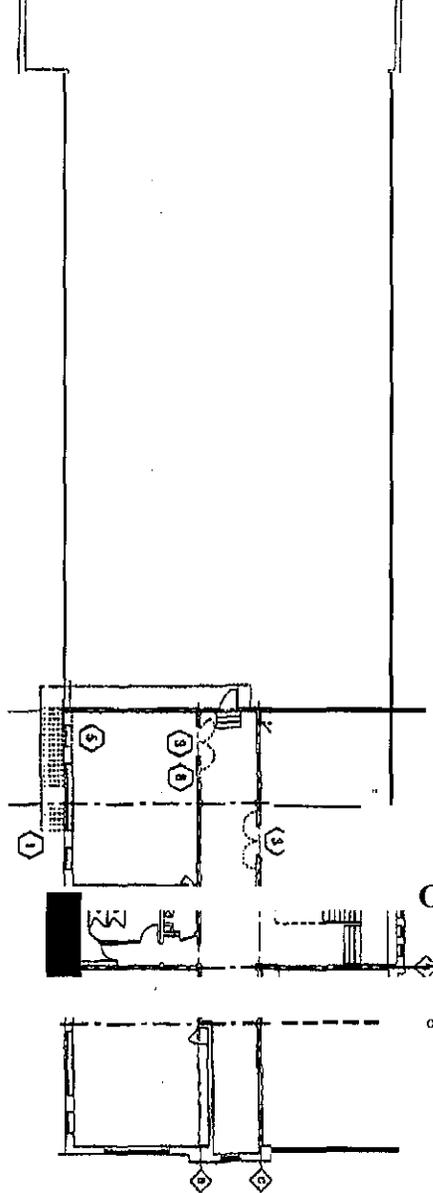
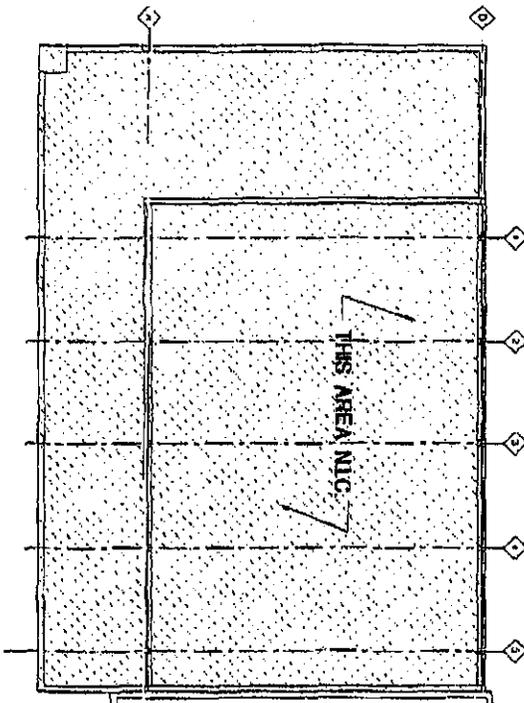
Floor Plan – Calhoun Location



2
 N
 2ND FLOOR ODEON PLAN



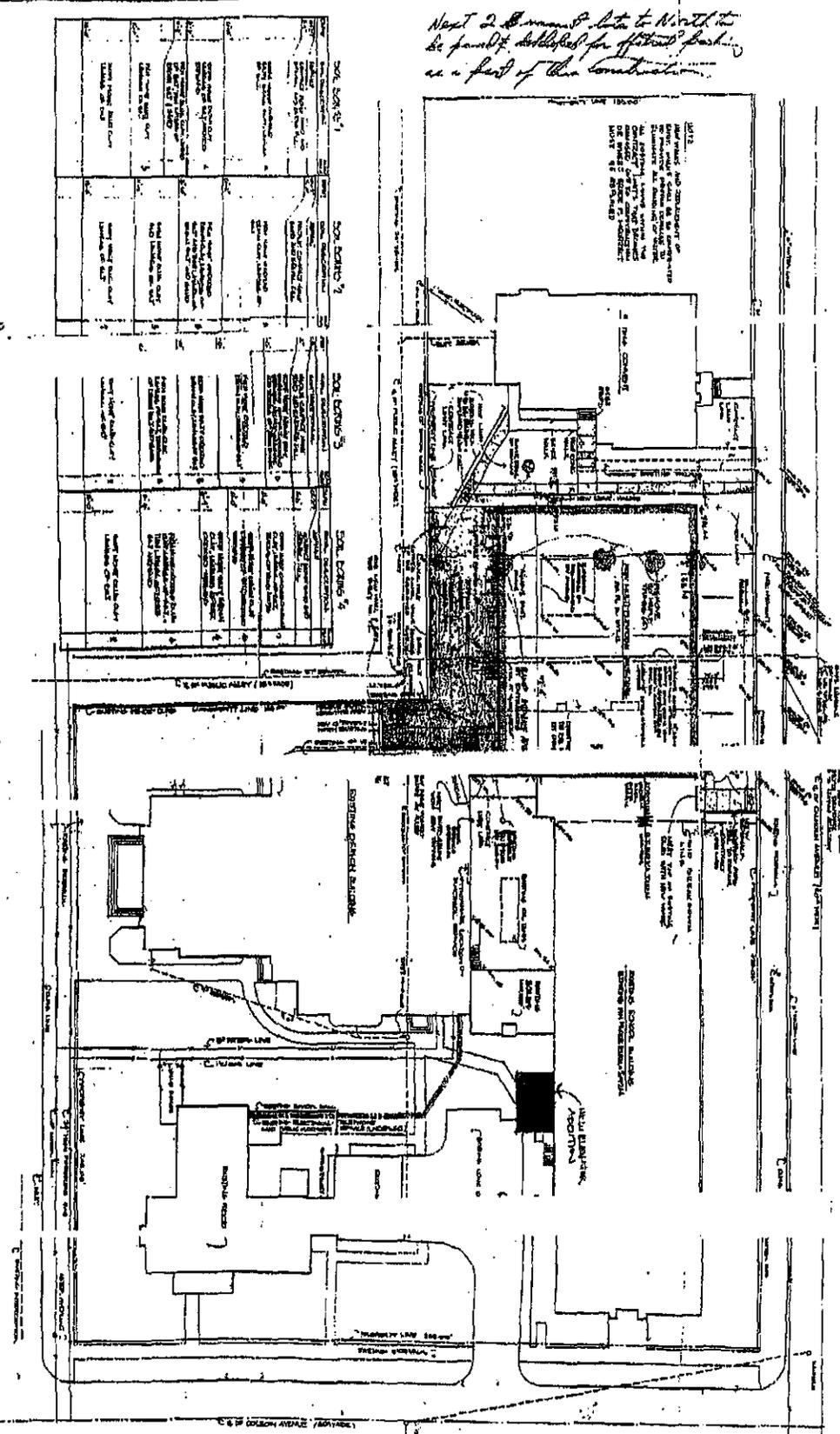
1
 N
 1ST FLOOR ODEON PLAN



Site Plan – Calhoun Location

Next 28 mm. P. Lts to North to
be finally decided for official parking
as a part of this construction

NO.	REVISION	DATE	BY	CHKD.
1	AS SHOWN			
2	AS SHOWN			
3	AS SHOWN			
4	AS SHOWN			
5	AS SHOWN			
6	AS SHOWN			
7	AS SHOWN			
8	AS SHOWN			
9	AS SHOWN			
10	AS SHOWN			
11	AS SHOWN			
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14	AS SHOWN			
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17	AS SHOWN			
18	AS SHOWN			
19	AS SHOWN			
20	AS SHOWN			
21	AS SHOWN			
22	AS SHOWN			
23	AS SHOWN			
24	AS SHOWN			
25	AS SHOWN			
26	AS SHOWN			
27	AS SHOWN			
28	AS SHOWN			
29	AS SHOWN			
30	AS SHOWN			



SITE PLAN

1. All buildings shown on this plan are to be constructed in accordance with the provisions of the City Ordinance No. 100,000, as amended, and the rules and regulations of the Department of Public Works, City of New York.

SYMBOLS

- ▭ CONCRETE WALLS
- ▭ NEW CONCRETE WALLS
- ▭ EXISTING CONCRETE WALLS
- ▭ NEW BRICK WALLS
- ▭ EXISTING BRICK WALLS
- ▭ NEW METAL WALLS
- ▭ EXISTING METAL WALLS
- ▭ NEW WOOD WALLS
- ▭ EXISTING WOOD WALLS
- ▭ NEW PLASTER WALLS
- ▭ EXISTING PLASTER WALLS
- ▭ NEW STUCCO WALLS
- ▭ EXISTING STUCCO WALLS
- ▭ NEW GYP. WALLS
- ▭ EXISTING GYP. WALLS
- ▭ NEW LATH & PLASTER WALLS
- ▭ EXISTING LATH & PLASTER WALLS
- ▭ NEW BRICK PAVEMENT
- ▭ EXISTING BRICK PAVEMENT
- ▭ NEW ASPHALT PAVEMENT
- ▭ EXISTING ASPHALT PAVEMENT
- ▭ NEW GRAVEL PAVEMENT
- ▭ EXISTING GRAVEL PAVEMENT
- ▭ NEW SAND PAVEMENT
- ▭ EXISTING SAND PAVEMENT
- ▭ NEW CEMENT PAVEMENT
- ▭ EXISTING CEMENT PAVEMENT
- ▭ NEW CONCRETE DRIVE
- ▭ EXISTING CONCRETE DRIVE
- ▭ NEW ASPHALT DRIVE
- ▭ EXISTING ASPHALT DRIVE
- ▭ NEW GRAVEL DRIVE
- ▭ EXISTING GRAVEL DRIVE
- ▭ NEW SAND DRIVE
- ▭ EXISTING SAND DRIVE
- ▭ NEW CEMENT DRIVE
- ▭ EXISTING CEMENT DRIVE

APPROVED STATE
 ARCHITECT
 PLAN DRAWN BY
 DATE
 SHEET

SCHEDULE6

PHYSICAL PLANT DESCRIPTION

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

Address: 19625 Wood Street
Melvindale, Michigan 48122

Description: The Academy consists of a brick and masonry structure that occupies two floors of a former private school building. Currently consisting of 23 classrooms, including an AFJROTC supply room and a small group instructional room.

Name of School District and Intermediate School District:

Local: Melvindale-Northern Allen Park School District
ISD: Wayne County Regional Educational Service Agency

3. It is acknowledged and agreed that the following information about this proposed site is provided on the following pages, or must be provided to the satisfaction of the University Board, before the Academy may operate as a public school in this state.
 - A. Size of building
 - B. Floor plan
 - C. Description of rooms
 - D. Copy of lease or purchase agreement
4. In addition, the Academy and the University Board hereby acknowledge and agree that this Contract is being issued to the Academy with the understanding that the Academy cannot conduct classes as a public school academy in this state until it has obtained the necessary fire, health and safety approvals for the Proposed Site. These approvals must be provided and be acceptable to the University Board or its designee prior to the Academy operating as a public school. In cases of disagreement, the Academy may not begin operations at the Proposed Site without the consent of the University Board.

5. If the proposed site described above is not used as the Academy's physical facilities, or the Academy makes changes to the Proposed Site in the form of new building construction, portable classrooms or major renovations to the Proposed Site, then Schedule 6 of this Contract between the Academy and the University Board must be amended pursuant to Article IX of the Terms and Conditions of Contract, to designate, describe, and agree upon the Academy's new Proposed Site. The Academy must submit to the University Board or its designee complete information about the new Proposed Site to be used or the changes to the Proposed Site. This information shall include financing information for the new Proposed Site and any changes in financing for the Proposed Site until it has submitted all the amendment regarding the new proposed site or proposed site has been executed.

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

Floor Plan – Melvindale Location

INSPECTION REPORT
 Department of Labor & Economic Growth
 Bureau of Construction Code & Fire Safety
 Building Division
 P o . Box 30254
 Lansing, MI 48909
 517/241-9317

FACILITY NAME Academy of Business & Technology	INSPECTION DATE 3-16-04	COUNTY Wayne	PROJECT 23315
ADDRESS 13500 Colson	FACILITY TYPE School-Charter	RULES/COOES School- 99	JOB/LIC/FAC. NO.
CITY, STATE ZIP CODE Dearborn, MI 48126	FACILITY REPRESENTATIVE: Mary Clare McCormick		INSPECTION TYPE Re-Check Final
FACILITY PHONE	PMONE2	FACILITY FAX	

Re: Interior renovations for new charter school

A recheck fire safety inspection was completed this date. Deficiencies noted in prior inspection reports have been satisfactorily corrected.

Fire alarm OFS-12A received 8/29/03

Academy for Business & Technology
 13500 Colson
 Dearborn, MI 48126

Archicivitas Architects
 313-961-4637

Dearborn Fire Dept.

BCCFS

FIRE SAFETY CERTIFICATION Approved	PROJECT STATUS Closed	REVIEWED BY
INSPECTING OFFICIAL Lawrence DeWachter SIGNATURE: OF OFFICIAL	ADDRESS 24155 Drake Road Farmington, MI 48355	
	TELEPHONE: 248-888-8761	
	FAX 248-888-8760	
	E-MAIL ldewac@michigan.gov	
<small>The Department of Labor & Economic Growth will not discriminate against any individual or group because of race, sex, religion, organizational origin, color, marital status, disability, or political beliefs. If you need assistance reading, writing, hearing, etc., under the Americans with Disabilities Act you may make your needs known to this agency.</small>		<small>Authority: PA207 of 1941, "s "mended Completion" Required Penalties" Misdemeanor</small>

CERTIFICATE OF USE AND OCCUPANCY

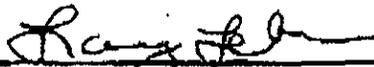
PERMANENT

Michigan Department of Consumer and Industry Services
Bureau of Construction Codes & Fire Safety/Building Division
P. O. Box 10154
Lansing, MI 48209
(313) 241-9311

Permit No. LB01814S Academy of
Business & Technology
13800 Colton
Dearborn, Michigan
Wayne County

The above building of Group 1 and Construction Type IB is approved for use and occupancy.

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1971, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND IN ACCORDANCE WITH SECTION 110.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.



Larry Lehman, Chief
Building Division

September 16, 2003

CERTIFICATE OF USE AND OCCUPANCY PER VIA N. N 1

Michigan Department of Labor & Economic Growth
Bureau of Construction, Health & Fire Safety Building Division
-R.T.O. Room 50254
Lansing, Michigan 4890
(313)-241-9317

Building Permit No. R022.19
Academy of Business & Technology
19625 Wood Street
Livonia, Michigan
Wayne County

The above named building of the Group "F" and "C" Type 2A is approved for use as a building occupancy.

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED BY DEJL, R.L.K.G. §25.151 OF THE MICHIGAN CONSTRUCTION LAWS, AND IN ACCORDANCE WITH SECTION 10.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE ANY AND ALL PREVIOUS APPROVALS OF USE AND OCCUPANCY.

Larry L. Chief
Charles E. Curtis, Assistant Chief
Building Division

October 20, 2006

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 Academy for Business and Technology Board members currently serving will continue as Academy for Business and Technology Board members under this renewal contract. Nominations and appointments of subsequent Academy for Business and Technology 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 Academy for Business and Technology Board members are as follows:

Tammy Smith



Term Expires: 2023

Lynette Wright



Term Expires: 2022

Renee Newman



Term Expires: 2022

John White



Term Expires: 2023

David Vincent



Term Expires: 2020

SECTION b
Educational Goals

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.

Grades 9 – 12

Measure 1: Student Achievement

- It is expected that students are reaching proficiency levels on the state selected college entrance exam and related assessment tools (e.g., PSAT, SAT). Students in grades 9 – 11

should attain the benchmarks for being “college ready” or “on track for college readiness”.

- 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 meet or exceed the college readiness benchmark for their grade level.
- Additional achievement benchmarks for grade 11 students who have been at the Academy for three years may also be set to ensure that students are catching up over the long-term.

Measure 2: Graduation

- The Academy should strive for all students to meet graduation requirements on schedule for their respective cohort (within 4 years of enrollment as a 9th grade student) and implement strategies to prevent dropout.
- The Academy is expected to have a 4-year “cohort graduation rate” equal or higher than the state average (currently 81.4% for the class of 2019).

SECTION c
Educational Programs

Schedule 7c: Educational Programs

Mission Statement

The Academy for Business & Technology School District will prepare students for the 21st Century by engaging all learners in meaningful educational experiences that will develop a growth mindset and meet the highest educational and ethical standards in a caring, collaborative learning community supported through partnerships with parents and families, businesses, civic organizations, and higher education.

Vision Statement

Academic Success For All!

Educational Program

An explanation of how the educational program fulfills the school's mission, vision and values.

The Academy for Business & Technology (the "Academy") is a grades K-12 program designed to fulfill a twofold academic purpose:

- A. provide students with a strong academic background in the four core academics (mathematics, English language arts, social studies, science) and computer skills with an emphasis on business and technology.
- B. prepare students to compete successfully in a fast-changing business world by instilling values of honesty, integrity and responsibility.

Statement of Beliefs

The belief of the Academy for Business & Technology District is that all young people should be equipped to think critically so they can become inspired leaders solving issues facing their own lives, communities and our global society.

ABT Believes...

- all students are capable of unlimited growth when actively engaged in learning.
- in teachers and paraeducators that are truly and fully committed to teaching and reaching the *whole* child/student, creating an atmosphere of unconditional love and family, a village within a learning community
- in working hard to prepare our students to become lifelong learners, responsible and caring adults that will become prosperous citizens in their communities.
- in creating a positive and safe learning environment where all students can continue to hunger for knowledge through education.
- in a standards-based curriculum that is challenging, rigorous and student-centered.

- in partnering with the community by establishing trust, open communication and collaboration that will assist staff, its students and families in becoming more successful academically and in life as a whole.

A description of the research base for the educational program, the instructional strategies, and the methodology used at the Academy.

Project Based Learning (PBL) will ensure student centered learning. This 21st century learning is focused more on creativity and critical thinking. Teachers will interact with every student by treating each one as an individual. The cookie cutter method will not work in the PBL, student-centered classroom. The decision of the teachers will be to think and act as a facilitator who empowers their students. The best strategy is to simply ask what the students want to explore. By starting with a brainstorm on what they like to do, then dialog together to match their interests with the skills and concepts.

During PBL the classroom environment must promote interaction among learners and how they must operate in that environment. Student centered PBL classrooms will be arranged to invite student collaboration. Students desks/tables will be arranged in a manner of which students will easily collaborate with one another on projects, and/or on analyzing readings.

PBL essentially involves and motivates:

- Key Knowledge, Understanding, and Success Skills – focus on student learning goals, including standards-based content and skills such as critical thinking/problem solving, collaboration, and self-management.
- Challenging Problem or Question - The project is framed by a meaningful problem to solve or a question to answer, at the appropriate level of challenge.
- Sustained Inquiry - Students engage in a rigorous, extended process of asking questions, finding resources, and applying information.
- Authenticity - The project features real-world context, tasks and tools, quality standards, or impact – or speaks to students’ personal concerns, interests, and issues in their lives.
- Student Voice & Choice - Students make some decisions about the project, including how they work and what they create.
- Reflection - Students and teachers reflect on learning, the effectiveness of their inquiry and project activities, the quality of student work, obstacles and how to overcome them.
- Critique & Revision - Students give, receive, and use feedback to improve their process and products.
- Public Product - Students make their project work public by explaining, displaying and/or presenting it to people beyond the classroom.

In order for the entire program to work effectively it is a must that teachers, support staff and administration build personal relationships with all students. The staff will make every effort to get to know the students and their families. By creating an atmosphere of unconditional love and a culture of learning in the building, students will flourish as they are challenged to think critically and problem solve. Knowing each student will allow teachers to build lesson plans that will address the immediate need of each individual

student. Teachers and paraprofessionals will be able to empower students by helping them to experience their own personal successes. The Differentiated Instruction approach not only helps the teacher to know and understand a student's strengths and weaknesses but it also allows the student to understand and overcome those weaknesses and compound on their strengths. Teachers getting students to buy-in to how they learn, and by providing motivation and inviting collaboration, based on the student's needs and interests, a desire for lifelong learning is developed within them.

Research has proven that project based learning, when well implemented increases retention of content and improves a student's attitude toward learning. Using PBL teachers can create, in collaboration with the students, real-world problem-solving situations by designing questions and tasks that correspond to a framework of inquiry-based teaching, which involves a complex project resulting in a student or group presentation and/or creating an actual invention or product. This teaching method will engage students in being creative, inquisitive and applying knowledge, while developing critical thinking skills, as well as collaboration, communication, and resilience. (Barron & Darling-Hammond, 2008) Students will desire to research information that will lead to logical conclusions and/or reasoning. Hands on activities developed by the student, led by the guidance of a teacher/facilitator will keep the student engrossed in problem solving while focusing on real life issues, that matter to them.

Barron, B., & Darling-Hammond, L. (2008). *Teaching for meaningful learning: A review of research on inquiry-based and cooperative learning (PDF)*. Powerful Learning: What We Know About Teaching for Understanding. San Francisco, CA: Jossey-Bass.

Tomlinson, C. A., (1999). *The Differentiated Classroom: Responding to the Needs of All Learners, 2nd Edition*. Alexandria VA: ASCD Books.

A description of how the educational program engages students in learning and prepares them academically for success in college, work and life.

ABT stands out from other schools in Wayne County by:

- ensuring our school and surrounding grounds are safe and secure.
- offering free after school programs that provide tutoring, enrichment or academic credit, community mentors, leaders and career building facilitators.
- utilizing technology to enhance the business classes and provide cross curricular opportunities between business and technology through STEM initiatives.
- providing relevant business courses, STEM curriculum, opportunities to use technology to increase the 21st century skills, character education and community mentoring and outreach programs.

At ABT every student and their family will know each staff person is genuinely concerned for not only their education but their well-being also. This is why community

agencies, small and large businesses, partner with our school for the benefit of our families.

According to the U.S. Department of Commerce, there were nearly 8.6 million STEM jobs in May 2015, representing 6.2 percent of U.S. employment. Computer occupations made up nearly 45 percent of STEM employment, and engineers made up an additional 19 percent. Mathematical science occupations and architects, surveyors, and cartographers combined made up less than 4 percent of STEM employment. (U.S. Department of Commerce, 2015)

If the United States is to maintain its global leadership and competitive position, then we must motivate our youth into the STEM fields. Economic projections point to a need for approximately 1 million more STEM professionals that the U.S. will produce at the current rate over the next decade. (President's Council of Advisors on Science and Technology, 2015)

Business and STEM courses covers an assortment of occupations, from young entrepreneurs to biomedical researchers, and at degree levels ranging from bachelor to Ph.D. ABT will broaden the scope in the minds of young people. By introducing them to limitless possibilities and personally obtaining extreme confidence many will become intellectual citizens who will be able to make a positive contribution to their surrounding neighborhoods and cities.

Children's race, zip code, or socioeconomic status should never determine the academic knowledge they receive or the impact they can make in society. We must provide all children the opportunity to be college ready and highly competitive in today's modern culture.

An explanation of how the educational program assists students in the attainment of the Common Core State Standards.

Teachers with their instructional coaches are expected to develop and follow curriculum maps, pacing guides and lesson plans that monitor student progress with timely and practical formative and summative assessments. The school leaders, instructional coaches and teachers will be provided extensive support in the following areas that are related to student testing and assessments:

- Communicate and demonstrate researched-based instructional practices that result in increased student performance
- Collect data on lesson plan submission, parent contact form submission, class benchmarks, common assessments, and quarterly assessments to monitor teacher trends
- Monitor the pace of instruction, at a minimum of twice quarterly, in the electronic gradebook to check alignment of grade policy and utilize a grade book audit form
- Provide support in analyzing student assessment data (data which is utilized, monitored and analyzed is gradebook/formative assessment/common

assessment/quarterly assessment/benchmark/state assessment data) continuously to inform instruction and classroom practices

- Assist academy with instructional decisions based on assessment data
- Work positively toward meeting identified school improvement goals that are based on extensive trend data reviewed from both quarterly, benchmark and state assessment data
- Assist instructional coaches and teachers in aligning their teaching with appropriate standards, curriculum and assessments

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.

Our instructional staff and support team revise and edit the pacing guides for teaching and learning to record growth and coverage of mastery of the content. They will be encouraged and expected to offer students many chances of inputting data/concepts and demonstrating mastery of standards/skills through differentiated instruction, strategic planning of Multi-tiered System of Support (MTSS) time through extended learning opportunities and activities that will be listed in the School Improvement Plan in (reading, writing, language arts, social studies, science and special subjects). A well-developed MTSS plan is devised with cut scores throughout content areas and grade levels to decipher which students are scoring in Tier I, Tier II and Tier III. In collaboration with state standards, lesson plans will be reviewed by the instructional coach and school leader and feedback will be given on a timely basis. Also, using feedback during and after classroom walk-throughs, mentor-mentee meetings, monthly grade level meetings, weekly staff meetings will be documented on agendas and in the meeting minutes.

Implementation of the MTSS program/process identifies cut scores/levels to categorize students in the tiers stated above along with pervasive Differentiated Instruction throughout all content areas ensures that all students receive adaptations and modifications. Core content area teachers will regularly plan with the special education team along with EL coaches, interventionists (LRE, 31a, Title and IDEA) and social workers to meet the needs of exceptional, at-risk, special education and EL students. During instructional time, various resources will be visible during walk-throughs such as listening centers, technology, hands-on activities, projects and peer interaction to support student growth.

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.

In the district, state assessments such as M-STEP, WIDA, ACT WorkKeys, SAT, and PSAT will be annual data points that help guide improvement, make revisions in programming and guide in evaluation purposes to help the Academy progress towards

meeting our educational goals. School leader, instructional coach, lead teachers and School Improvement Leads will allot time to gather data to examine, discuss implications of data, give constructive feedback to the staff and monitor the execution of lessons and best practices. As a result, the cycle will start again with collection of formative and summative grades from the leveled instruction as a step of an action plan devised from the initial meetings (staff meetings, SIP meetings, grade level and content level meetings, data team meetings, teacher/leader feedback meetings) of the members mentioned again. They are also able to use this data in conjunction with NWEA MAP to identify students who are in need of extra support through our MTSS program as described above. The Academy also utilizes Quarterly Benchmark Assessments using FocalPointk12 (online assessment platform) to assess student proficiency on Common Core State Standards that have been taught thus far. Based on the data analysis of the results, teachers plan review lessons to bridge the identified gaps. These Instructional Learning Cycles (ILC) last two weeks. Students are assessed again at the end of each cycle to determine if growth towards proficiency has occurred. Teachers also continuously monitor student learning through the use of daily formative assessments. For our MTSS, the Academy progress monitor using Developmental Reading Assessment (DRA), Leveled Literacy Inventory (LLI), Moby Max, teacher-created tests, and test generated from the curriculum selected in subject areas are scheduled in various intervals will be planned by administration, our management company and the staff to monitor steps in growth or decline.

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.

Data driven decision making (evidence through data analysis of formative, summative (informal and formal) assessments, content area/data team meetings, SIP meetings, and committee meetings) will guide us in improving teaching and learning in our school. The leadership team (lead teachers, school leader and instructional coaches) will allocate time to meet in order to have dialogue with a strong emphasis on subgroup data in grades 6-12, in all content areas (science, social studies, math, reading and writing) and the MTSS process. Action plans will be developed, implemented and monitored to incorporate the results of all data sources (including perception data) to facilitate school improvement. Agendas and meeting minutes will record/document what the data states, who will be responsible for the increase in scores, how the instructional staff will narrow the achievement gap, and what actions will be visible in lesson plans to demonstrate a change in procedures as a result of the examination of data. Subgroup (English learners, special education, males, females, ethnicity, and homeless) scores in each assessment will be highlighted and our programming in these areas will be evaluated to assure their effectiveness.

In addition, the MTSS model (logs, referral process, MTSS meeting minutes, use of support staff) through push-in and pull-out services is a research based program that will provide targeted interventions and quality/equitable instruction to students. Our MTSS plan will be revised for each grade level and content area to provide targeted instruction after data analysis of statewide and classroom assessments. Tier criteria will be developed by the instructional and administration teams that categorize what data points and scores will designate what learners are currently in Tier 1, 2 and 3. Classroom teachers are responsible for delivering high quality and equitable instruction through Tier 1 that reaches at least 80% of all students. Support staff which consists of social worker, guidance counselor, behavior implementation specialist and the special education team will also work with the classroom teachers. They will help decipher what barriers are prohibiting the learner from mastering content at their grade level (skills and standards). The instructional coach and school leader, will monitor the MTSS processes and procedures. Supplemental and evidence based materials are researched to meet the students at their level.

If applicable, a description of the explicit graduation requirements that, at a minimum, comply with the Michigan High School Graduation Requirements.

ABTH utilizes the Michigan Merit Curriculum which requires a minimum of 22 credits to graduate from ABTH. Within the curriculum, students are required to complete the following core courses: four years of mathematics courses (Algebra I, Geometry, Algebra II, and two additional courses in their senior year), four years of English language arts, three years of science (biology, physical science, and an additional year of science), and three years of social studies (world history, U.S. history, economics, and government). In addition to the core academic courses, students are also required to successfully complete two years of a foreign language, one semester of physical education, one semester of health, one year of arts, and five credits of electives. Additionally, within a student's high school coursework they must have an online experience. The table on the next page enumerates these requirements.

**Michigan Merit Curriculum
High School Graduation Requirements
(18 credits)**

ENGLISH LANGUAGE ARTS (ELA) - 4 Credits

Proficiency in State Content Standards for ELA (4 credits)

MATHEMATICS - 4 Credits

Proficiency in State Content Standards for Mathematics (3 credits)
Proficiency in district approved 4th mathematics credit options (1 credit)
(Student must have a math experience in their final year of high school.)

ONLINE LEARNING EXPERIENCE

Course, Learning or Integrated Learning Experience

PHYSICAL EDUCATION & HEALTH - 1 Credit

Proficiency in State Content Standards for Physical Education and Health (1 credit); **Or**
Proficiency with State Content Standards for Health (1/2 credit) and district approved extra-curricular activities involving physical activities (1/2 credit)

SCIENCE - 3 Credits

Proficiency in State Content Standards for Science (3 credits); **Or beginning with the class of 2015:**
Proficiency in some State Content Standards for Science (2 credits) **and** completion of a department approved formal career and technical education program (1 credit)

SOCIAL STUDIES - 3 Credits

Proficiency in State Content Standards for Social Studies (3 credits)

VISUAL, PERFORMING AND APPLIED ARTS - 1 Credit

Proficiency in State Content Standards for Visual, Performing and Applied Arts (1 credit)

WORLD LANGUAGE - 2 Credits

(Effective beginning with students graduating in 2016)

Formal coursework OR an equivalent learning experience in grades K-12 (2 credits); **Or**
Formal coursework or an equivalent learning experience in grades (1 credit) **and** completion of a department approved formal career and technical education program **or** an additional visual, performing and applied arts credit (1 credit)

If applicable, statement regarding the preparation of Educational Development Plans for all middle school students.

All students in seventh and eighth grade create Educational Development Plans (EDP). Along with a counselor, students review and discuss their plans to work towards implementation. Plans are revised yearly to include changes in student interest and course offerings.

A description of the method of evaluation used to determine the effectiveness of the implementation, delivery and support of the educational program.

Academics are expected to meet the common core standards and grade level content expectations. The evaluation cycle includes these assessment-related activities:

- Follow testing and assessment directives of their respective state departments of education to meet the requirements of all Elementary and Secondary Education Act (formerly the No Child Left Behind Act) mandates. Each academy's educational and instructional leaders ensure that results from state testing are understood and interpreted within the context of the state's federally mandated school accountability system.
- Administer a standardized benchmark assessment that assists in making value-added judgments pertaining to student growth, instructional effectiveness and program quality. In order to collect reliable and valid student data, academies use online norm-referenced benchmark assessments (such as NWEA MAP): these are administered three times throughout the school year and student gains are compared against established national norms and growth targets. Data from benchmark assessments allows schools to provide necessary support to students who are performing below grade level in any of the core subject areas.
- Formative and summative assessments occur continually in every classroom. Teachers assess students informally through classroom observations, classroom dialogues, review of homework and by means of a range of formative practices (exit tickets, think-pair-share, etc.). Summative assessments are utilized as a way of demonstrating student understanding and may be in the form of common unit tests, projects, or presentations. Writing is integrated into many classroom assessment activities. Both formative and summative assessments are periodic and frequent enough to identify student progress and the need for additional interventions when warranted on an individual or group basis.

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-12	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 twelfth grade. The Academy may add grades through the charter contract amendment process.