

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

**COMMONWEALTH COMMUNITY DEVELOPMENT
ACADEMY**
(A Public School Academy)

2019

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UNIVERSITY BOARD RESOLUTIONS

BOARD OF REGENTS
EASTERN MICHIGAN UNIVERSITY

RECOMMENDATION

AMENDMENT TO THE CHARTER SCHOOLS BOARD OF DIRECTOR METHOD OF SELECTION POLICY

ACTION REQUESTED

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

STAFF SUMMARY

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

FISCAL IMPLICATIONS

None.

ADMINISTRATIVE RECOMMENDATION

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



University Executive Officer

5/25/2018

Date

Eastern Michigan University Board of Regents

RESOLUTION

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

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

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

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

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

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

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

By: _____

Eastern Michigan University
Board Secretary

Public School Academy Board of Director Method of Selection

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

Method of Selection and Appointment

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

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

Length of Term

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

Number of Directors

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

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

Qualifications of Members

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

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

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

Oath of Public Office

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

Removal and Suspension

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

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

Tenure

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

Resignation

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

Board Vacancies

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

Compensation

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

BOARD OF REGENTS
EASTERN MICHIGAN UNIVERSITY

SECTION: ¹¹

DATE:

April 23, 2019

RECOMMENDATION

REAUTHORIZATION OF CHARTER SCHOOLS

ACTION REQUESTED

It is recommended that the Eastern Michigan University Board of Regents issue a charter for *Commonwealth Community Development Academy* and authorize the President of the University to execute a new five-year charter school contract which will expire June 30, 2024.

It is recommended that the Eastern Michigan University Board of Regents issue a charter for *Dr. Joseph F. Pollack Academic Center of Excellence* and authorize the President of the University to execute a new seven-year charter school contract which will expire June 30, 2026.

Furthermore, it is recommended that the Eastern Michigan University Board of Regents issue a charter for *Grand Blanc Academy* and authorize the President of the University to execute a new five-year charter school contract which will expire June 30, 2024.

STAFF SUMMARY

Commonwealth Community Development Academy

Mission Statement: Commonwealth Community Development Academy shall challenge each student to succeed at his/her maximum potential in a safe and secure environment. Academic and social excellence will be encouraged through effective instruction and cooperation between faculty, parents, and students.

Commonwealth Community Development Academy (Commonwealth) was established in 1996 and is in its 23rd year of serving students. Commonwealth proudly serves a second generation of students; whose parents are alumni and have a desire for their children to have the same quality educational experience they had. The alumni are proud and grateful for their experience and partner with the school in many ways, including mentoring programs, student recruitment and fundraising efforts. Commonwealth is a K-8 school, located in the city of Detroit that enrolls 200 students.

Commonwealth students have demonstrated academic improvement each year through full implementation of its' interdisciplinary, project-based learning program. Community partnerships have been established to provide experiences to extend project-based learning activities beyond the classroom, allowing for exploration into cultural immersion(s), financial planning, physical fitness and community development. Not only do these partnerships benefit students academically, they serve to assist students with clothing, food, and school supplies.

Dr. Joseph F. Pollack Academic Center of Excellence (PACE)

Mission Statement: PACE Academy empowers student to realize their potential through meaningful educational opportunities and creates productive citizens in an ever-changing world.

Vision Statement: PACE Academy envisions our school as a safe, secure and stimulating environment where children will recognize and achieve their fullest potential, so they are empowered to make the best contributions to society.

The Dr. Joseph F. Pollack Academic Center of Excellence (PACE) opened its doors in the fall of 1999 as the Edison-Oakland Public School Academy of Ferndale, Michigan. In the fall of 2009, the school relocated to Southfield, Michigan, and was renamed the Dr. Joseph F. Pollack Academic Center of Excellence, after Dr. Joseph F. Pollack, who served as the founding director of the Eastern Michigan University Charter Schools Office. PACE Academy is a K-8 school that serves 840 students, with more than 87% of whom reside in the city of Detroit.

PACE Academy offers a comprehensive and culturally relevant curriculum in the areas of reading, mathematics, science, history, social science and foreign language. At PACE, character development is cultivated through the implementation of Franklin Covey's "Leader in Me" program. Teachers use a student-centered approach as a foundation for teaching, learning and student development. PACE's approach blends research-based teaching methods with a warm and friendly environment that is nurturing, empowering and kind.

Grand Blanc Academy

Mission Statement: Grand Blanc Academy is an innovative community that supports and celebrates lifelong learning for the success of our students and families by igniting growth, imagination, and dreams.

Grand Blanc Academy opened in 1999. The initial school enrollment was 341 students, grades K-5. Currently, Grand Blanc Academy is a pre-K-8 school with an enrollment of 377 students, the great majority of whom reside in the city of Flint. Students in K-5 are offered classes in reading, language arts, mathematics, science, social studies, art and physical education. Middle school students have the opportunity to excel in reading, writing, mathematics, social studies and science. Art and physical education allow for students to develop artistic ability and interest(s) as well as healthy living habits.

The Grand Blanc Academy supports the education of the “whole” child through rigorous, differentiated instruction; the building and strengthening of meaningful relationships with students and parents; and the wrap-around services provided through community partners. Grand Blanc Academy has the feel of a neighborhood, community school with a warm, friendly atmosphere and welcoming environment. Many community partnerships have been developed to provide support in the areas of student development, mental health, mentorship, community service, social services and more. These efforts support and reinforce the academic program that has resulted in continuous improvement academically, especially in the area of reading.

FISCAL IMPLICATIONS

None.

ADMINISTRATIVE RECOMMENDATION

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



University Executive Officer
Name

2/2/2019

Date

**TERMS AND CONDITIONS
OF CONTRACT**

DATED: JULY 1, 2019

ISSUED BY

THE EASTERN MICHIGAN UNIVERSITY BOARD OF REGENTS

TO

**COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY
(A PUBLIC SCHOOL ACADEMY)**

CONFIRMING THE STATUS OF

COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY

AS A

PUBLIC SCHOOL ACADEMY

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Exhibit A

Schedules

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

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

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

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

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

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

ARTICLE I

DEFINITIONS

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

- (a) “Academy” means the Michigan nonprofit corporation named Commonwealth Community Development 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 April 23, 2019.
- (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, the Authorizing Resolution, the Resolution, the Master Calendar, the ESP 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. 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 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 Director 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. 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 Director 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, 2019, Issued by the Eastern Michigan University Board of Regents to Commonwealth Community Development Academy Confirming the Status of Commonwealth Community Development Academy as a public school academy.”
- (aa) “University” means Eastern Michigan University, a state public university, established pursuant to Article VIII, Sections 4 and 6 of the Michigan Constitution of 1963 and MCL 390.551 *et seq.*
- (bb) “University Board” means the Eastern Michigan University Board of Regents, an authorizing body as designated under Section 501 of the Code, MCL 380.501.
- (cc) “University Board Chairperson” means the Chairperson of the Eastern Michigan University Board of Regents or his or her designee.
- (dd) “University Charter Schools Hearing Panel” or “Hearing Panel” means such person(s) as designated by the University Board Chairperson.

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

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

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

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

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

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

ARTICLE II

RELATIONSHIP BETWEEN THE ACADEMY AND THE UNIVERSITY BOARD

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

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

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

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

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

ARTICLE III

ROLE OF THE UNIVERSITY BOARD AS AUTHORIZING BODY

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

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

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

Section 3.4. Reimbursement of University Board Expenses. The Academy shall pay the University Board an administrative fee to reimburse the University Board for the expenses associated with the execution of its authorizing body and oversight responsibilities. The terms and conditions of the administrative fee are set forth in Schedule 4.

Section 3.5. University Board Approval of Condemnation. In the event that the Academy desires to acquire property pursuant to the Uniform Condemnation Procedures Act or other applicable statutes, it shall obtain express written permission for such acquisition from the University Board. The Academy shall submit a written request to the Charter Schools Director 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 Academy employees, the Academy shall have the power and responsibility to (i) select and engage employees; (ii) pay their wages; (iii) dismiss employees; and (iv) control the employees' conduct, including the method by which the employee carries out his or her work. The Academy Board shall be responsible for carrying workers' compensation insurance and unemployment insurance for its employees. The Academy 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 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 University Charter Schools Office; and (c) copies of such other documentation regarding the transaction which is the subject of the proposed direct intercept as the University 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 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 body corporate authorized to receive state school aid funds pursuant to Section 11 of Article IX of the State Constitution of 1963.

Section 4.2. Other Permitted Activities. 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 by the University Board 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; and

- (e) An individual simultaneously serving as an Academy Board member and a University official, employee, or paid consultant, as a representative of the University.
- (f) An individual simultaneously serving as an Academy Board member and having an ownership or financial interest in any school building 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 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.

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 both the mathematics and reading portions of

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. 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. Until the matriculation agreement is incorporated into the Contract, the Academy is prohibited from granting an enrollment priority to any student pursuant to that matriculation agreement.

Section 6.17. 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 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.

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 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.

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.

If the Academy utilizes an Educational Service Provider, the following insurance requirements apply to the Educational Service Provider and such coverages must be secured prior to providing any services or personnel to the Academy:

COVERAGE	REQUIREMENTS
General or Public Liability (GL)	Must be Occurrence form
	Must include Sexual Abuse & Molestation coverage
	Must include Corporal Punishment coverage
	\$1,000,000 per occurrence & \$2,000,000 aggregate
	PSA must be included as First Named Insured
	University must be included as Additional Insured with Primary Coverage
	NOTE: Strict Disciplinary Academies must also have Security/Police Professional Liability coverage with MINIMUM of \$1,000,000 per occurrence
COVERAGE	REQUIREMENTS
Errors & Omissions (E&O)	Must include Employment Practices Liability
	Must include Directors' and 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 contract
	\$1,000,000 per occurrence & \$3,000,000 aggregate
	PSA must be included as First Named Insured
	University must be included as Additional Insured with Primary Coverage
COVERAGE	REQUIREMENTS
Automobile Liability (AL) for Owned and Non-Owned Autos	\$1,000,000 per accident
	PSA must be included as First Named Insured
	University must be included as Additional Insured with Primary Coverage
	Higher limits may be required if PSA has its own buses
COVERAGE	REQUIREMENTS
Workers' Compensation	Must be Occurrence Form
	Statutory Limits
	NOTE: If PSA is leasing employees from ESP, ESP must have Employers' Liability with \$1,000,000 per occurrence AND Alternate Employer Endorsement naming PSA.
	PSA must be included as First Named Insured
COVERAGE	REQUIREMENTS

Crime	Must include Employee Dishonesty coverage
	Must be Occurrence form
	\$500,000 per occurrence
	PSA must be included as First Named Insured
COVERAGE	REQUIREMENTS
Umbrella	Can be Claims Made or Occurrence form
	\$2,000,000 per occurrence & \$4,000,000 aggregate
	If PSA has its own buses AND/OR has more than 1,000 students, must have MINIMUM \$5,000,000 per occurrence
	PSA must be included as First Named Insured
	University must be included as Additional Insured with Primary Coverage
ADDITIONAL RECOMMENDATIONS	
COVERAGE	REQUIREMENTS
Property	Limits to cover replacement for PSA's property exposures, including real and personal, owned or leased
COVERAGE	REQUIREMENTS
Performance Bond (or Letter of Credit with Indemnification)	\$1,000,000 per claim/aggregate

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

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 parties 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 Academy Board’s or 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 Academy Board or the [insert name of Educational Service Provider], or which arise out of the failure of the Academy Board or the [insert name of Education 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 either party 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 Academy 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 of the Charter Schools Office which are incorporated into and be deemed part of this Contract. 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:

Mr. Solomon Spann
Board President
13477 Eureka
Detroit, MI 48212

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, 2024, 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, Ph.D.
President

EMU Legal Affairs
“Approved as to legal form”

Date: July 1, 2019

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.

COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY

By: 
_____, Academy Board Designee

Date: July 1, 2019

CONTRACT SCHEDULES

Schedules

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CONTRACT SCHEDULE 1

Articles of Incorporation



Form Revision Date 07/2016

NONPROFIT CORP ANNUAL REPORT (YEARS: 2015-PRESENT)

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

The identification number assigned by the Bureau is: 800826643

Annual Report Filing Year: 2018

1. Corporation Name:
COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY

2. The street address of the corporation's registered office and the name of the resident agent at that office:

1. Resident Agent Name: CULLIAN W HILL
 2. Street Address: 15349 ARTESIAN ST
 Apt/Suite/Other:
 City: DETROIT
 State: MI Zip Code: 48223

3. Mailing address of the corporation's registered office:

P.O. Box or Street Address: 15349 ARTESIAN ST
 Apt/Suite/Other:
 City: DETROIT
 State: MI Zip Code: 48223

5. Provide the names and business or residence addresses of the corporation's board of directors and its president, treasurer, and secretary:

Title	Name	Residence or Business Address
PRESIDENT	SOLOMON SPANN, III	13477 EUREKA, DETROIT, MI 48212 USA
TREASURER	CURTIS ROBINSON	13477 EUREKA, DETROIT, MI 48212 USA
SECRETARY	CYNTHIA SMITH	13477 EUREKA, DETROIT, MI 48212 USA
DIRECTOR	OTTOWAI HAMME IV	13477 EUREKA, DETROIT, MI 48212 USA
DIRECTOR	GRACE VEREEN	13477 EUREKA, DETROIT, MI 48212 USA
DIRECTOR	PAMELA THERIOT	13477 EUREKA, DETROIT, MI 48212 USA

6. Describe the purposes and general nature and kind of business in which the corporation engaged in during the year covered by this report:

K-8 EDUCATION

Signed this 28th Day of September, 2018 by:

Signature	Title	Title if "Other" was selected
Angela D. Moore	Authorized Agent	

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 2018 ANNUAL REPORT

for

COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY

ID Number: 800826643

received by electronic transmission on September 28, 2018 , ***is hereby endorsed.***

Filed on September 28, 2018, ***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 28th day of September, 2018.

A handwritten signature in cursive script, appearing to read "Julia Dale".

Julia Dale, Director

Corporations, Securities & Commercial Licensing Bureau

MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES BUREAU OF COMMERCIAL SERVICES			<i>EXM</i>									
Date Received AUG 27 2001		(FOR BUREAU USE ONLY)										
		ADJUSTED PURSUANT TO TELEPHONE AUTHORIZATION <i>Article III</i>	FILED									
			AUG 27 2001									
<table style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="3">Name Thomas G. Rollins</td> </tr> <tr> <td colspan="3">Address 30300 Northwestern Highway, Suite 311</td> </tr> <tr> <td style="width: 33%;">City Farmington Hills</td> <td style="width: 33%;">State Michigan</td> <td style="width: 33%;">Zip Code 48334</td> </tr> </table>			Name Thomas G. Rollins			Address 30300 Northwestern Highway, Suite 311			City Farmington Hills	State Michigan	Zip Code 48334	Administrator BUREAU OF COMMERCIAL SERVICES EFFECTIVE DATE:
Name Thomas G. Rollins												
Address 30300 Northwestern Highway, Suite 311												
City Farmington Hills	State Michigan	Zip Code 48334										

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

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

OF

COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY

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

ARTICLE I

1. The name of the corporation is: Commonwealth Community Development Academy.
2. The corporation identification number (CID) assigned by the Bureau is: 743-535.
3. The corporation has used no other names.
4. The date of filing the original Articles of Incorporation was: July 29, 1996.

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

1200 116697 CF 501

ARTICLE I

The name of the corporation is: Commonwealth Community Development Academy.

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.

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: \$0.00.

Personal Property: \$527,529.00, *school bus, furniture and office supplies.*

This value was obtained from a Single Audit Report dated June 30, 2000.

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 15349 Artesian Street, Detroit, Michigan, 48223.

The mailing address of the registered office is the same.

The name of the resident agent at the registered office is Cullian W. Hill.

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, Bureau of Commercial Services. 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 20 day of August 2001, 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 20 day of August, 2001.

By [Redacted Signature]
Misha Helvey, Academy Board President

APPROVED BY:

[Redacted Signature]
Dr. Joseph F. Pollack, Director
Eastern Michigan University
Charter Schools Office
Dated: 8/21/01

CONTRACT SCHEDULE 2

Bylaws

BYLAWS
OF
COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY

ARTICLE I

NAME

This organization shall be called Commonwealth Community Development Academy (the “Academy” or “Corporation”).

ARTICLE II

FORM OF CORPORATION

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

ARTICLE III

OFFICES

Section 1. Principal Office. The principal office of the Corporation shall be located in the City of Inkster, 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 Eastern Michigan University Charter Schools Office (“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 Charter Schools Office. Amendments to these Bylaws take effect only after they have been approved by both the Corporation's Academy Board and by the Charter Schools Office.


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

These Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by unanimous consent of the Board of Directors on the 13 day of May, 2019.



Secretary

CONTRACT SCHEDULE 3

Fiscal Agent Agreement

SCHEDULE 3

FISCAL AGENT AGREEMENT

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

Preliminary Recitals

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

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

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

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

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

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

"Agreement" means this Fiscal Agent Agreement.

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

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

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

"State" means the State of Michigan.

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

ARTICLE II

FISCAL AGENT DUTIES

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

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

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

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

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

ARTICLE III

STATE DUTIES

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

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

ARTICLE IV

ACADEMY DUTIES

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

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

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

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

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

ARTICLE V

RECORDS AND REPORTS

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

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

ARTICLE VI

CONCERNING THE FISCAL AGENT

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

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

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

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

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

Acknowledgment of Receipt

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

BY: _____

_____, Director

Bureau of Bond Finance
Michigan Department of Treasury

Date: _____, 2019

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 **Commonwealth Community Development Academy** (the "Academy"), a public school academy.

Preliminary Recitals

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

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

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

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

"Agreement" means this Oversight Agreement.

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

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

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

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

ARTICLE II

OVERSIGHT AND COMPLIANCE CERTIFICATION RESPONSIBILITIES

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

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

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

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

a. Submit information to the Charter Schools Office in accordance with the Master Calendar of Reporting Requirements and the Epicenter Compliance Calendar adopted by the Charter Schools Office. The Master Calendar or Compliance Calendar may be amended from time to time as deemed necessary by the Charter Schools Office Director.

b. Submit quarterly financial reports to the Charter Schools Office in a form and manner determined by the Charter Schools Office. Submit other financial reports as established by the Charter Schools Office.

c. Permit inspection of the Academy's records and/or premises at any reasonable time by the Charter Schools Office.

d. Report any litigation or formal proceedings alleging violation of any Applicable Law by the Academy to the CSO Director and counsel for the University Board as designated in Article XII of the Terms and Conditions.

e. Upon request, provide copies of information submitted to the Michigan Department of Education, the Superintendent of Public Instruction, or State Board of Education to the Charter Schools Office.

f. Provide proposed Academy Board meeting agenda to the Charter Schools Office at least five (5) days prior to the Academy Board meeting. Provide approved agendas and minutes of all Academy Board of Directors' meetings to the University Charter Schools Office no later than ten (10) days after such items are approved.

g. Submit to the Charter Schools Office within ten (10) days of insurance renewal copies of the "ACORD" insurance certificate/s of liability insurance. Provide upon request by the Charter Schools Office, and in the manner requested, the Academy's insurance verification document and copies of insurance policies evidencing all insurance as required by the Contract. Provide upon request by the Charter Schools Office, or in accordance with the Epicenter Compliance Calendar, copies of all insurance required by the Contract to an independent insurance reviewer.

h. Submit to the Charter Schools Office a copy of the Academy's lease, deed or other purchase arrangement for its physical facilities as required by the Contract.

- i. Submit to the Charter Schools Office, copies of all fire, health and safety approvals required by Applicable Law for the operation of a school.

- j. Submit annually to the Charter Schools Office, the dates, times and a description of how the Academy will provide notice of the Academy's pupil application and enrollment process. The Academy's pupil application and enrollment admission process must be conducted in a fair and open manner in compliance with the Contract and the Code. At a minimum, the Academy shall make a reasonable effort to advertise its enrollment openings by newspaper, mail, media, internet or other acceptable communication process. All Academy notices of the open enrollment period must include language that the open enrollment period includes evening and weekend times for enrolling students in the Academy. In addition, the Academy must set forth in all public notices the date for the holding of a random selection drawing if such a drawing becomes necessary.

- k. Upon receipt from the Michigan Department of Licensing and Regulatory Affairs, Bureau of Construction Codes and the Bureau of Fire Services, the Academy shall submit to the Charter Schools Office a copy of any Certificate of Occupancy approval for the Academy's school facility outlined in Schedule 6. The Academy shall not occupy or use the school facility identified in Schedule 6 until such facility has been approved for occupancy by the Bureau of Construction Codes and the Bureau of Fire Services or other local authorized building department.

- l. Submit to the Charter Schools Office copies of ESP agreements, if any, in compliance with the Charter Schools Office' ESP Policies, the Contract and the Code.

- m. By July 1st of each year, the Academy Board shall provide a copy of the Academy Board's public meeting schedule for the upcoming school year. The Academy Board's public meeting schedule shall include the date, time and location of the public meetings for the upcoming school year. Within ten (10) business days of Academy Board approval, the Academy Board shall provide a copy to the Charter Schools Office of any changes to the Academy Board public meeting schedule.

- n. Prior to the issuance of this Contract, the Academy Board shall provide the Charter Schools Office with a copy of the description of staff responsibilities for employees of the Academy for inclusion in the Contract.

- o. Prior to July 1 of each year, the Academy Board shall approve and submit an operating school budget. Prior to December 31 of each year and whenever necessary thereafter, the Academy Board shall approve and submit a revised operating school budget that includes, without limitation, the following: (i) the total projected amount of state school aid revenues based on the Academy's September pupil membership count; (ii) revised personnel costs; and (iii) any start-up expenses incurred by the Academy. The Academy will prepare and adopt its operating budget and all subsequent budget revisions in a form and manner prescribed by law and the Michigan Public School Accounting Manual. Within ten (15)

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

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

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

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

ARTICLE III

RECORDS AND REPORTS

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

ARTICLE IV

MISCELLANEOUS

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

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

ARTICLE V

TRANSPARENCY PROVISION

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

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

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

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

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

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

CONTRACT SCHEDULE 5

Description of Staff Responsibilities

COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY

JOB DESCRIPTION

TITLE: EXECUTIVE ADMINISTRATOR

PURPOSE: Performs hiring and disciplinary action of all staff. Manages all of the business affairs of the academy and any other responsibilities deemed necessary by the Board of Directors.

SUPERVISED BY: Board of Directors

RESPONSIBILITIES AND DUTIES

- Manage principal and lead teachers in their administrative functions
- Negotiate and approve all contracts and purchases, subject to the approval of the Board
- Manage custodial and enrichment staff
- Coordinate activities between the Board of Directors and academy personnel
- Attend all Board of Director meetings
- Approve all payroll and benefit disbursements
- Contribute toward the creation of a positive school climate
- Liaison to the community
- Apply for federal, state and local foundation grants, subsidies and donations
- Liaison to Wayne County Regional Educational Service Agency (WCRESA)
- Liaison to Michigan Department of Education
- Staff recruitment

QUALIFICATIONS

EDUCATION AND EXPERIENCE:

Possess a minimum of a bachelor's degree with 5 years experience in an administrative position in a business environment.

Job Description: Executive Administrator Cont.

PERSONAL CHARACTERISTICS:

Mature individual that has demonstrated the ability to work and communicate with others: courtesy in dealing with parents and students as well as staff members.

CONDITIONS OF EMPLOYMENT:

20-25 Hours weekly average over a one year period

BENEFITS: 100% PACKAGE

SALARY: Minimum: \$ 60,000 Maximum: \$ 125,000 annually

CRIMINAL BACKGROUND CHECK:

Must obtain FBI fingerprinting clearance and state police clearance.

COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY

JOB DESCRIPTION

TITLE: ASSISTANT EXECUTIVE ADMINISTRATOR

PURPOSE: Assists the Executive Administrator with hiring and disciplinary action of all staff; Assist in managing limited business affairs of the academy and any other responsibilities deemed necessary by the Executive Administrator.

SUPERVISED BY: Executive Administrator

RESPONSIBILITIES AND DUTIES

- Assist Executive Administrator in managing principals and all other staff
- Assist in negotiating all contracts and purchases, subject to the approval of the Board
- Coordinate activities between the Executive Administrator and academy personnel
- Attend Board of Director meetings
- Coordinate all payroll and benefit disbursements
- Contribute toward the creation of a positive school climate
- Assist with liaison to the community
- Apply for federal, state and local foundation grants, subsidies and donations
- Assist with liaison to Wayne County Regional Educational Service Agency (WCRESA)
- Assist with liaison to Michigan Department of Education
- Manage Food Service and Transportation Department
- Interviewing for all employees

QUALIFICATIONS

EDUCATION AND EXPERIENCE:

Possess a minimum of a bachelor's degree with 3 years experience in an administrative position in a business environment.

Job Description: Executive Administrator Cont.

PERSONAL CHARACTERISTICS:

Mature individual that has demonstrated the ability to work and communicate with others: courtesy in dealing with parents and students as well as staff members.

CONDITIONS OF EMPLOYMENT:

Perform all duties a minimum of eight hours a day; 52 weeks per year flexible

BENEFITS: 80% PACKAGE

SALARY: Minimum: \$ 50,000 Maximum: \$ 115,000 annually

CRIMINAL BACKGROUND CHECK:

Must obtain FBI fingerprinting clearance and state police clearance.

COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY

JOB DESCRIPTION

TITLE: PRINCIPAL/ADMINISTRATOR

PURPOSE: Assists the Executive Administrator and the Assistant Executive Administrator with supervising all staff, overseeing instructional staff and the administering of the district approved curriculum and any other responsibilities deemed necessary by the Executive Administrator or Assistant Executive Administrator.

SUPERVISED BY: Executive Administrator

RESPONSIBILITIES AND DUTIES

- Manage instructional staff in their instructional functions
- Report functions of Instruction, Kitchen and Custodial staff to appropriate Supervisor
- Coordinate activities between the Instructional personnel and parents and students
- Attend Board of Director meetings as directed by the Executive Administrator
- Report all payroll and benefit concerns to appropriate Supervisor
- Contribute toward the creation of a positive school climate
- Attend all staff meetings, workshops, in-service trainings, etc.
- Liaison to the community
- Apply for federal, state and local foundation grants, subsidies and donations
- Liaison to Wayne County Regional Educational Service Agency (WCRESA)
- Liaison to Michigan Department of Education

Job Description: Principal/ Administrator Cont.

QUALIFICATIONS

EDUCATION AND EXPERIENCE:

Possess a minimum of a Masters Degree in Education Curriculum Development with 3 years experience as a Principal or 2 years in the District Administrative Training Program.

Valid Administrator Certification

PERSONAL CHARACTERISTICS:

Mature individual that has demonstrated the ability to work and communicate with others: courtesy in dealing with parents and students as well as staff members.

CONDITIONS OF EMPLOYMENT:

Perform all responsibilities on a daily basis 52 weeks per year flexible

BENEFITS: 80% PACKAGE

SALARY: Minimum: \$ 60,000 Maximum: \$ 95,000 annually
Training \$55,000 annually – After Training – Two Years -
\$65,000 annually

CRIMINAL BACKGROUND CHECK:

Must obtain FBI fingerprinting clearance and state police clearance.

COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY JOB DESCRIPTION

TITLE: SUCCESS FOR ALL FACILITATOR

PURPOSE: The facilitator's job is to manage the details of the SFA Reading implementation. The critical elements of the facilitator's role are to support student and teacher growth, continue to develop programs expertise, assist in the development of support systems, and serve on the Solutions Support Team (formerly the Family Support Team).

SUPERVISED BY: Executive Administrator/Assistant Executive Administrator

RESPONSIBILITIES AND DUTIES

- Support Teacher Growth; Ensure SFA reading objectives align with State Benchmarks and grade level outcomes; Know the implementation progress of each teacher and his or her next step and provide direct support needed for each teacher to grow;
Ensure that twice monthly component meetings are held for each component (Kindercorner, Wings, Roots); Conduct observations followed by conferences; Model lessons or parts of lessons; Review weekly SFA lesson plans and give feedback;
Teach a reading group to allow the teacher to observe a peer; Conduct mini-training sessions as needed; Order, organize and distribute materials as needed; Keep abreast of program updates and disseminate this information to teachers; Facilitate individual goal setting; Observe and give feedback to administration on a weekly basis.
- Assess and Monitor Student Growth: Know the amount of reading growth the school has achieved each quarter; Work with the principal and Solutions Support Coordinator to analyze SFA data and district test data to assess reading gains and target future areas of focus; Know or be able to quickly assess the mastery level and special needs of every student; Manage assessments and regrouping properly, so students and teachers are correctly assigned and time is not wasted; Work closely with the certified teacher-tutor to monitor tutoring and the assignment of tutoring slots; Attend Solutions Support Team meetings and participate in the work of the team; Participate fully in the Continuous Improvement Process.
- Develop Program Expertise: Fully participate in implementation visits and training sessions provided by SFA foundation staff; Attend a national SFA

Experienced sites Conference; Read SFA curriculum manuals and research reports; Network with other SFA schools and organize mutual visitations; Attend Professional Development Workshops relative to SFA program development; Review peer visits in conjunction with annual peer review process conducted by administration/school leader.

- Assist in the development of support systems, the facilitator must: Work with the Principal and Solutions Team Coordinator to schedule a daily, uninterrupted, 90-minute reading block; back-to-back, 20 minute tutoring slots; component level team meetings, and SST meetings.
- Play an integral and effective role on the Solutions Team, the facilitator must: Work with the principal and solutions Support Coordinator to identify team members and team roles, establish a weekly meeting for the team, review pre-existing teams, and when appropriate, establish a merger with the Solutions Support team; Act as a vital link between teachers and the SST; Work with the SST to discuss and analyze quarterly assessment data as a foundation for team planning and decision making; Refer the students exhibiting problems at the end of the quarterly assessment period for case discussions; Lead teachers in the implementation of the Raising Readers Program; Contribute to and support the team's efforts in all four component areas; Perform other duties as deemed necessary by administration/school leaders.

QUALIFICATIONS

EDUCATION AND EXPERIENCE:

Minimum of Bachelor' Degree, Valid Michigan Teaching Certification, Master's Degree & Experience.

PERSONAL CHARACTERISTICS:

Mature individual that has demonstrated the ability to work and communicate with others: courtesy in dealing with parents and students as well as staff members.

ATTENDANCE: Regular attendance is critical. Must have a satisfactory attendance record.

CONDITIONS OF EMPLOYMENT:

Eight hours a day – 12 Months

BENEFITS: 80% PACKAGE

SALARY: Minimum; \$60,000 Maximum \$95,000 per year

CRIMINAL BACKGROUND CHECK:

Must obtain FBI fingerprinting clearance and state police clearance.

COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY

JOB DESCRIPTION

TITLE: SECRETARY

PURPOSE: Performs secretarial and administrative support responsibilities. Frequently requires independent judgment.

SUPERVISED BY: Executive Administrator/Assistant Executive Administrator

RESPONSIBILITIES AND DUTIES

Includes but is not limited to:

- Drafting correspondence
- Organizing and scheduling group meetings
- Developing presentation materials
- Developing forms and reporting systems
- Maintaining confidential data/information
- Answering phones
- Typing letters and reports
- Filing
- Copying and Faxing
- Opening and sorting mail
- Requisitioning office supplies
- Maintain lists/logs of information
- Mailing
- Proofreading
- Recordkeeping
- Assisting internal and external customers in fairly routine situations, including student medical issues, conflict mediation, public relations
- Entering information into spreadsheets
- Assisting with proposal documentation
- Performing other responsibilities as required
- Inventory Control including ordering, stock organization

QUALIFICATIONS

EDUCATION AND EXPERIENCE:

High school diploma or equivalent with specialized computer training. Basic math skills. Knowledge of basic office machinery. Advanced computer skills. Knowledge of word processing spreadsheet software.

PERSONAL CHARACTERISTICS:

Mature individual that has demonstrated the ability to work and communicate with others: courtesy in dealing with parents and students as well as staff members. Must be energetic and able to stand for long periods of time; walk, sit, bend, lift (maximum 20 lbs)

ATTENDANCE:

Regular attendance is critical. Must have a satisfactory attendance record.

CONDITIONS OF EMPLOYMENT:

Eight hours a day – 12 Months

BENEFITS: 80% PACKAGE

SALARY: Commensurate with experience and qualifications

CRIMINAL BACKGROUND CHECK:

Must obtain FBI fingerprinting clearance and state police clearance.

COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY

JOB DESCRIPTION

TITLE: HUMAN RESOURCES COORDINATOR

PURPOSE: Coordinate enrollment of new hires into benefit plans, seek qualified candidates for employment, advertise position vacancies, etc.

SUPERVISED BY: Executive Administrator/Assistant Executive Administrator

RESPONSIBILITIES AND DUTIES

Includes but is not limited to:

- Coordinate completion of employment paperwork for new hires
- Submit benefit forms to appropriate vendor for enrollment
- Track eligibility dates for enrollment and termination of benefits
- Review forms, employment handbook, contracts with new hires for accuracy
- Coordinate drug testing and physicals for required candidates
- Track expiration of certifications, licenses, etc.
- Seek qualified applicants for vacant positions
- Establish communication with institutions that participate in recruitment
- Post/advertise vacant employment positions

EDUCATION AND EXPERIENCE:

Minimum Bachelor Business Administration Degree; must have working knowledge of all Microsoft tools, including spread sheets, word and PowerPoint; Candidate must also be familiar with state of Michigan employment laws, human resource policies and procedures.

JOB DESCRIPTION: HUMAN RESOURCES COORDINATOR cont.

QUALIFICATIONS FOR
HUMAN RESOURCES COORDINATOR

PERSONAL CHARACTERISTICS:

Mature individual that has demonstrated the ability to work and communicate with others: courtesy in dealing with vendors and staff members.

ATTENDANCE:

Regular attendance is critical. Must have a satisfactory attendance record.

CONDITIONS OF EMPLOYMENT:

Eight hours a day; 12 months

BENEFITS:

80% PACKAGE

SALARY:

Minimum: \$ 20,000 Maximum: \$ 45,000 annually

CRIMINAL BACKGROUND CHECK:

Must obtain FBI fingerprinting clearance and state police clearance.

COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY

JOB DESCRIPTION

TITLE: ENRICHMENT TUTOR

PURPOSE: Tutor students referred to the enrichment program due to deficiencies in their academic skills

SUPERVISED BY: Executive Administrator/Assistant Executive Administrator

RESPONSIBILITIES AND DUTIES

Includes but is not limited to:

- Offer tutoring and guidance to students enrolled in the program
- Confer with instructors to accurately target the specific inability of each student
- Pre/Post Test students to determine appropriate academic level
- Guide students through curriculum material both text and computer instructed
- Assess/measure student progress
- Merge students into general education curriculum
- Keep accurate records of achievement, attendance, behavior, etc.
- Distribute daily snack and beverage to students
- Report any problems/concerns that may require intervention

EDUCATION AND EXPERIENCE:

Bachelor Degree preferred in education; must have working knowledge of all Microsoft tools, including spreadsheets, word and PowerPoint; Candidate must also be familiar with district curriculum materials and instruction as well as the total concept of educating students through the enrichment program.

QUALIFICATIONS FOR ENRICHMENT COORDINATOR

PERSONAL CHARACTERISTICS:

Mature individual that has demonstrated the ability to work and communicate with others: courtesy in dealing with parents and students as well as staff members.

ATTENDANCE:

Regular attendance is critical. Must have a satisfactory attendance record.

CONDITIONS OF EMPLOYMENT:

Eight hours a day; 10 months
Shifts are 6:00 a.m. – 2:30 p.m.; 9:30 a.m. – 6:00 p.m.

BENEFITS: 80% PACKAGE

SALARY: Minimum: \$ 34,000 Maximum: \$ 50,000 annually

CRIMINAL BACKGROUND CHECK:

Must obtain FBI fingerprinting clearance and state police clearance.

COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY

JOB DESCRIPTION

TITLE: INSTRUCTIONAL DEPARTMENT HEADS

PURPOSE: Assists the principal/Administrator with supervising instructional staff and the administering of the district approved curriculum and any other responsibilities deemed necessary by the Executive Administrator, or Building Administrator.

SUPERVISED BY: Principal/Administrator

RESPONSIBILITIES AND DUTIES

- Assist instructional staff with curriculum mapping and instructional planning functions as necessary.
- Report functions of Instructional staff to Building Principal/Administrator
- Coordinate activities between the Instructional personnel and Building Principal/Administrator
- Contribute toward the creation of a positive school climate

QUALIFICATIONS

EDUCATION AND EXPERIENCE:

Possess a minimum of a Bachelors Degree in Education with Valid Certification with a minimum 3 years experience as an Instructor and relative subject skill mastery.

Job Description: Instructional Department Head

PERSONAL CHARACTERISTICS:

Mature individual that has demonstrated the ability to work and communicate with others: courtesy in dealing with parents and students as well as staff members.

CONDITIONS OF EMPLOYMENT:

Eight hours a day; 40 weeks per year flexible

BENEFITS: 80% PACKAGE

SALARY: Minimum: \$ 37,600 Maximum: \$ 65,000 annually

CRIMINAL BACKGROUND CHECK:

Must obtain FBI fingerprinting clearance and state police clearance.

COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY

JOB DESCRIPTION

TITLE: CERTIFIED INSTRUCTOR

PURPOSE: Performs all classroom management responsibilities, teaching assignments, line of communication with students and parents. Other responsibilities deemed necessary by the administrator in charge.

SUPERVISED BY: Department Head/ Principal/Administrator

RESPONSIBILITIES AND DUTIES

- Teaching of assigned subjects
- Organizing and providing leadership in the classroom
- Grade and direct the curriculum program of students enrolled in the subject
- Attend all staff/parent planning meetings
- Contribute toward the teaching environment
- Contribute toward the creation of a positive school climate
- Interpret the curriculum of the department/academy to all segments of the community/students
- Coordinate the work of the students/department with other departments in the academy
- Cooperatively work/plan with staff members in the department and the academy
- Participate in before/after and/or planned weekend activities; after school activities, etc.
- Must attend all staff meetings, workshops and in-service training sessions

QUALIFICATIONS

EDUCATION AND EXPERIENCE:

Must be able to satisfy the legal requirements necessary for teaching in the State of Michigan and must possess a minimum of a Bachelor's Degree from an Institution accredited by the North Central Association of College and Secondary Schools. Candidates must also possess a valid Michigan Teaching certificate covering grades K-8 inclusive with a major (at least 30 semester hours, 36 quarter hours) in area applying. Candidates must be able to meet North Central requirements in the area applying.

PHYSICAL CHARACTERISTICS:

Must be physically able to perform the duties and responsibilities outlined which also require long periods of standing.

ATTENDANCE:

Regular attendance is critical. Must have a satisfactory attendance record.

CONDITIONS OF EMPLOYMENT:

Eight hours a day; 40 weeks per year flexible

BENEFITS: 80% PACKAGE

SALARY: Minimum: \$ 34,000 Maximum: \$ 55,000 annually

CRIMINAL BACKGROUND CHECK:

Must obtain FBI fingerprinting clearance and state police clearance.

COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY

JOB DESCRIPTION

TITLE: COUNSELOR / SOCIAL WORKER

PURPOSE: Provide counseling services and intervene as necessary on behalf of a student that has been referred for behavioral concerns, poor academic performance, irregular attendance, visible signs of stress, depression, etc.

SUPERVISED BY: Principal/Administrator

RESPONSIBILITIES AND DUTIES

- Investigate initial referral of student
- Develop plan of action/timeline to resolve the concern(s)
- Establish effective communication with the home concerning the problem
- Report all facts/findings to Administrator/Principal
- Make referrals as appropriate for situations beyond the counseling realm
- Perform in-class observations to evaluate proper implementation of established individualized plan
- Attend all staff/parent planning meetings
- Contribute toward the creation of a positive school climate
- Interpret the curriculum of the department/academy to all segments of the community/students
- Coordinate the work of the students/department with other departments in the academy
- Coordination communication between student, parents, and psychologist
- Cooperatively work/plan with staff members in the academy
- Participate in before/after and/or planned weekend activities; after school activities, etc.
- Must attend all staff meetings, workshops and in-service training sessions

QUALIFICATIONS

EDUCATION AND EXPERIENCE:

Minimum of a Bachelor's Degree in Social Work or Psychology

PERSONAL CHARACTERISTICS:

Mature individual that has demonstrated the ability to work and communicate with others: courtesy in dealing with parents and students as well as staff members.

ATTENDANCE:

Regular attendance is critical. Must have a satisfactory attendance record.

CONDITIONS OF EMPLOYMENT:

Eight hours a day; 40 weeks per year flexible

BENEFITS: 80% PACKAGE

SALARY: Minimum: \$ 34,000 Maximum: \$ 50,000 annually

CRIMINAL BACKGROUND CHECK:

Must obtain FBI fingerprinting clearance and state police clearance.

COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY

JOB DESCRIPTION

TITLE: **BOOKKEEPER**

PURPOSE: Performs accounting functions relative to accounts payable/receivable, petty cash systems, payroll accounting, banking and auditing; must possess a clear knowledge of Public School Accounting for Michigan Public Schools

SUPERVISED BY: Executive Administrator/Assistant Executive Administrator

RESPONSIBILITIES AND DUTIES

- Manage electronic payroll system for attendance and accrued payroll
- Coordinate invoice documentation for accounts payable
- Enter documentation into accounting tracking system for payment
- Complete monthly check registers for all accounts
- Reconcile monthly bank statements to book balance
- Prepare quarterly financial statements
- Prepare monthly reports for retirement/tax shelter annuities, etc.
- Make weekly deposits of any/all funds received
- Perform random audits for internal control of Food Service Department and Enrichment Program, Petty Cash system
- Make daily reports of all facts/findings/reports to immediate supervisor
- Attend seminars/workshops pertaining to accounting/payroll procedures

JOB DESCRIPTION: BOOKKEEPER cont.

QUALIFICATIONS FOR BOOKKEEPER

EDUCATION AND EXPERIENCE:

Must have a Bachelor's Degree majoring in accounting or business administration; must be familiar with public school accounting practices; have working knowledge of all microsoft tools, including spreadsheets, word and powerpoint; Candidate must also be familiar with filing systems, electronic payroll systems and computerized accounting systems.

ATTENDANCE:

Regular attendance is critical. Must have a satisfactory attendance record.

CONDITIONS OF EMPLOYMENT:

Eight hours a day; 12 months

BENEFITS: 80% PACKAGE

SALARY: Minimum: \$ 37,000 Maximum: \$ 50,000 annually

CRIMINAL BACKGROUND CHECK:

Must obtain FBI fingerprinting clearance and state police clearance.

COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY

**JOB DESCRIPTION
ENGLISH/LANGUAGE ARTS**

Title of Position: Department Head, English/Language Arts (10 Months)

Closing Date For Letter Of Interest:

Salary: Minimum \$30,000.00 Maximum \$60,000.00

Successful candidates with sufficient preparation beyond the Bachelor's Degree may be eligible for the advanced salary differential.

QUALIFICATIONS:

Education: Candidates must possess at least a Bachelor's Degree. Candidates must possess a valid Michigan Teaching Certificate in English or Language Arts or K-5 Any Subject, 6-8/English or Language Arts. Secondary - 7/8 - All Subjects 9-12 English or Language Arts.

Experience: Must present evidence of a minimum of five (5) years of satisfactory teaching in English.

Attendance: Regular attendance is critical; must have an exemplary attendance record.

Residency Requirement: Not Applicable

Physical Condition: Must be physically able to perform the duties and responsibilities outlined with or without accommodations.

DUTIES AND RESPONSIBILITIES:

Under the direction of the Principal/Administrator or Designee, the Department Head will:

- 1. Assist in the achievement of the mission, goals and objectives of Commonwealth Community Development Academy**

- 2. Provide leadership in developing the department curriculum to the highest possible level of effectiveness.**
- 3. Guide and direct the curriculum program of students enrolled in the department see that students who are promoted from ---are prepared for both high school.**
- 4. Supervise the instructional program; provide assistance, as needed, to individual staff members to improve instructional skills; provide information and leadership in the development and implementation of department goals, action plans, instructional techniques and innovative practices.**
- 5. Represent the department at appropriate meetings within the school. Coordinate the work of this department with other departments in the school.**
- 6. Interpret the specialized curriculum of the department to all segments of the community.**
- 7. Contribute toward the development and implementation of the school improvement plan.**
- 8. Appraise staff performance.**
- 9. Evaluate the effectiveness of the department's program.**
- 10. Fulfill other duties and responsibilities as assigned by the Principal/Administrator.**

CRIMINAL BACKGROUND CHECK:

Must obtain FBI and State Police Finger Printing Clearance.

COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY

JOB DESCRIPTION SCIENCE

Title of Position: Department Head, Science (10 Months)

Closing Date For Letter Of Interest:

Salary: Minimum \$30,000.00 Maximum \$60,000.00

Successful candidates with sufficient preparation beyond the Bachelor's Degree may be eligible for the advanced salary differential.

QUALIFICATIONS:

Education: **Candidates must possess at least a Bachelor's Degree. Candidates must possess a valid Michigan Teaching Certificate in Science or K-5 Any Subject, 6-8/ Science. Secondary - 7/8 - All Subjects - 9-12 Science.**

Experience: **Must present evidence of a minimum of five (5) years of satisfactory teaching in Science.**

Attendance: **Regular attendance is critical; must have an exemplary attendance record.**

Residency Requirement: **Not Applicable**

Physical Condition: **Must be physically able to perform the duties and responsibilities outlined with or without accommodations.**

DUTIES AND RESPONSIBILITIES:

Under the direction of the Principal/Administrator or Designee, the Department Head will:

- 1. Assist in the achievement of the mission, goals and objectives of Commonwealth Community Development Academy**
- 2. Provide leadership in developing the department curriculum to the highest possible level of effectiveness.**
- 3. Guide and direct the curriculum program of students enrolled in the department see that students who are promoted from ---are prepared for both high school.**
- 4. Supervise the instructional program; provide assistance, as needed, to individual staff members to improve instructional skills; provide information and leadership in the development and implementation of department goals, action plans, instructional techniques and innovative practices.**
- 5. Represent the department at appropriate meetings within the school. Coordinate the work of this department with other departments in the school.**
- 6. Interpret the specialized curriculum of the department to all segments of the community.**
- 7. Contribute toward the development and implementation of the school improvement plan.**
- 8. Appraise staff performance.**
- 9. Evaluate the effectiveness of the department's program.**
- 10. Fulfill other duties and responsibilities as assigned by the Principal/Administrator.**
- 11. Attend all staff meetings, workshops and in-service trainings.**

CRIMINAL BACKGROUND CHECK:

Must obtain FBI fingerprinting clearance and state police clearance.

COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY

**JOB DESCRIPTION
SOCIAL STUDIES**

Title of Position: Department Head, Social Studies (10 Months)

Closing Date For Letter Of Interest:

Salary: Minimum \$30,000.00 Maximum \$60,000.00

Successful candidates with sufficient preparation beyond the Bachelor's Degree may be eligible for the advanced salary differential.

QUALIFICATIONS:

Education: Candidates must possess at least a Bachelor's Degree. Candidates must possess a valid Michigan Teaching Certificate in Social Studies or K-5 Any Subject, 6-8/ Social Studies. Secondary - 7/8 - All Subjects 9-12 Social Studies.

Experience: Must present evidence of a minimum of five (5) years of satisfactory teaching in Social Studies.

Attendance: Regular attendance is critical; must have an exemplary attendance record.

Residency Requirement: Not Applicable

Physical Condition: Must be physically able to perform the duties and responsibilities outlined with or without accommodations.

DUTIES AND RESPONSIBILITIES:

Under the direction of the Principal/Administrator or Designee, the Department Head:

- 1. Assist in the achievement of the mission, goals and objectives of Commonwealth Community Development Academy**
- 2. Provide leadership in developing the department curriculum to the highest possible level of effectiveness.**
- 3. Guide and direct the curriculum program of students enrolled in the department see that students who are promoted from ---are prepared for high school.**
- 4. Supervise the instructional program; provide assistance, as needed, to individual staff members to improve instructional skills; provide information and leadership in the development and implementation of department goals, action plans, instructional techniques and innovative practices.**
- 5. Represent the department at appropriate meetings within the school. Coordinate the work of this department with other departments in the school.**
- 6. Interpret the specialized curriculum of the department to all segments of the community/students.**
- 7. Contribute toward the development and implementation of the school improvement plan.**
- 8. Appraise staff performance.**
- 9. Evaluate the effectiveness of the department's program.**
- 10. Fulfill other duties and responsibilities as assigned by the Principal/ Administrator .**
- 11. Attend all staff meetings, workshops and in-service trainings.**

CRIMINAL BACKGROUND CHECK:

Must obtain FBI fingerprinting clearance and state police clearance.

COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY

JOB DESCRIPTION MATHEMATICS

Title of Position: Department Head, Mathematics (10 Months)

Closing Date For Letter Of Interest:

Salary: Minimum \$30,000.00 Maximum \$60,000.00

Successful candidates with sufficient preparation beyond the Bachelor's Degree may be eligible for the advanced salary differential.

QUALIFICATIONS:

Education: **Candidates must possess at least a Bachelor's Degree. Candidates must possess a valid Michigan Teaching Certificate in Mathematics or K-5 Any Subject, 6-8/ Mathematics. Secondary - 7/8 - All Subjects 9-12 Mathematics.**

Experience: **Must present evidence of a minimum of five (5) years of satisfactory teaching in Mathematics.**

Attendance: **Regular attendance is critical; must have an exemplary attendance record.**

Residency Requirement: **Not Applicable**

Physical Condition: **Must be physically able to perform the duties and responsibilities outlined with or without accommodations.**

DUTIES AND RESPONSIBILITIES:

Under the direction of the Principal/Administrator or Designee, the Department Head will:

- 1. Assist in the achievement of the mission, goals and objectives of Commonwealth Community Development Academy**

- 2. Provide leadership in developing the department curriculum to the highest possible level of effectiveness.**
- 3. Guide and direct the curriculum program of students enrolled in the department see that students who are promoted from ---are prepared for both high school.**
- 4. Supervise the instructional program; provide assistance, as needed, to individual staff members to improve instructional skills; provide information and leadership in the development and implementation of department goals, action plans, instructional techniques and innovative practices.**
- 5. Represent the department at appropriate meetings within the school. Coordinate the work of this department with other departments in the school.**
- 6. Interpret the specialized curriculum of the department to all segments of the community.**
- 7. Contribute toward the development and implementation of the school improvement plan.**
- 8. Appraise staff performance.**
- 9. Evaluate the effectiveness of the department's program.**
- 10. Fulfill other duties and responsibilities as assigned by the Principal/ Administrator.**

CRIMINAL BACKGROUND CHECK:

Must obtain FBI and State Police Finger Printing Clearance.

COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY

JOB DESCRIPTION

TECHNOLOGY

Title of Position: Technology Coordinator (10 Months)

Closing Date For Letter Of Interest:

Salary: Minimum \$30,000.00 Maximum \$60,000.00

Successful candidates with sufficient preparation beyond the Bachelor's Degree will be eligible for the advanced salary differential.

QUALIFICATIONS:

Education: **Candidates must possess a Bachelor's Degree from an accredited organization. Candidate must also possess a valid Michigan Teaching Certification.**

Experience: **Must present evidence of teaching/other work experience.**

Attendance: **Regular attendance is critical; must have an exemplary attendance record.**

Citizenship Requirement: **Must be able to verify whether U.S. citizen, resident alien, or otherwise authorized to accept employment in the U.S.**

Physical Condition: **Must be physically able to perform the duties and responsibilities outlined with or without accommodations.**

DUTIES AND RESPONSIBILITIES:

Under the direction of the Principal/Administrator or Designee, the Technology Coordinator will:

- 1. Assist in the achievement of the mission, goals and objectives of Commonwealth Community Development Academy**
- 2. Provide leadership in monitoring and upgrading the technology of the academy to the highest possible level of efficiency and effectiveness.**

- 3. Converse with the curriculum chairs to order software conducive with the student's need.**
- 4. Represent the department at appropriate meetings.**
- 5. Inservice staff on the use of software and hardware.**
- 6. Contribute toward the development and implementation of the school improvement plan.**
- 7. Evaluate the effectiveness of the technology program at the elementary and middle level sites.**
- 8. Regularly monitor the hardware for repair, etc.**
- 9. Maintain an on-going up-to-date inventory file.**
- 10. Fulfill other duties and responsibilities as assigned by the Principal/Administrator.**

CRIMINAL BACKGROUND CHECK:

Must obtain FBI fingerprinting clearance and state police clearance.

DUTIES AND RESPONSIBILITIES:

Under the direction of the Principal/Administrator and Executive Administrator, the Athletic Director will:

- 1. Assist in the achievement of the mission, goals and objectives of Commonwealth Community Development Academy.**
- 2. Provide leadership in developing the department curriculum.**
- 3. Meet regularly with the coach of each sport to ensure that a wholesome organized well-rounded athletic program exist.**
- 4. Review the program's action plan per sport, with the Executive Assistant Administrator and Principal.**
- 5. Ensure that students are fully eligible to participate in the chosen sport. (academic, attendance).**
- 6. Supervise the instructional program; provides assistance, as needed, to individual staff member. To improve instructional skills; provide information and leadership in the development and implementation of department goals, instructional techniques and innovative practices.**
- 7. Encourage staff to require students who are athletically gifted to strive to obtain higher academic performance in the classroom**
- 8. Represent the department at appropriate meetings within the school and school system. Coordinate the work of this department with other departments in the school.**
- 9. Converse regularly with other staff members regarding each student's academic performance.**
- 10. Fulfill other duties and responsibilities as assigned by the Principal/Administrator or Designee .**
- 11. Attend all staff meetings, workshops and in-service trainings.**

CRIMINAL BACKGROUND CHECK:

Must obtain FBI and State Police Finger Printing Clearance.

COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY

JOB DESCRIPTION

TITLE: TRANSPORTATION BUS DRIVER

PURPOSE: Transport students between campuses on a daily basis as well as to and from field trips, activities, events, etc.

SUPERVISED BY: Executive Administrator/Assistant Executive Administrator

RESPONSIBILITIES AND DUTIES

Includes but is not limited to:

- Complete full inspection of bus daily to verify condition
- Report any/all necessary repairs to supervisor
- Complete and submit all forms to office for filing
- Record all trips on mileage forms and submit daily
- Fuel busses on a regular basis
- Communicate with secretary to schedule washes, tune-ups, etc.
- Assist with food service, security and custodial responsibilities as necessary
- Pick up orders

EDUCATION AND EXPERIENCE:

High School Diploma; Valid Medical Examiners Certificate; State School Bus Driver certification; Food Handlers Card; Valid Driver's License with Group B, passenger P endorsement

**QUALIFICATIONS FOR
TRANSPORTATION BUS DRIVER**

PERSONAL CHARACTERISTICS:

Mature individual that has demonstrated the ability to work and communicate with others: courtesy in dealing with vendors and staff members.

ATTENDANCE:

Regular attendance is critical. Must have a satisfactory attendance record.

CONDITIONS OF EMPLOYMENT:

Eight hours a day; 10months
Split shift

BENEFITS: 80% PACKAGE

SALARY: Minimum: \$ 12 per hour with validation

CRIMINAL BACKGROUND CHECK:

Must obtain FBI fingerprinting clearance and state police clearance.

COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY

JOB DESCRIPTION

TITLE: CUSTODIAN

PURPOSE: Cleans and maintains facility and surrounding grounds.

SUPERVISED BY: Executive Administrator/Assistant Executive Administrator

RESPONSIBILITIES AND DUTIES

Includes but is not limited to:

- Cleaning building
- Emptying Trash
- Sweeping and washing floors
- Cleaning windows
- Cleaning bathrooms
- Performing maintenance and repairs
- Shoveling snow
- Mowing lawns
- Performing other responsibilities as required

EDUCATION AND EXPERIENCE:

High School Diploma or equivalent. Basic mechanical aptitude.

QUALIFICATIONS FOR
CUSTODIAN

PERSONAL CHARACTERISTICS:

Mature individual that has demonstrated the ability to work and communicate with others: courtesy in dealing with vendors and staff members.

ATTENDANCE: Regular attendance is critical. Must have a satisfactory attendance record.

CONDITIONS OF EMPLOYMENT:

Eight hours a day – 40 weeks per year.

BENEFITS: 80% PACKAGE

SALARY: Minimum: \$ 16,640 Maximum: \$ 32,000 per year

CRIMINAL BACKGROUND CHECK:

Must obtain FBI fingerprinting clearance and state police clearance.

COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY

JOB DESCRIPTION

TITLE: KITCHEN MANAGER

PURPOSE: To be responsible for the production of all foods prepared in self-contained kitchen and to assist the manger in the operation of the kitchen, serving and dining areas.

SUPERVISED BY: Assistant Executive Administrator

RESPONSIBILITIES AND DUTIES

Includes but is not limited to:

- Assign duties to food service employees under his/her supervision
- Convert the menu into quantities of food supplies needed for production by using standard recipes.
- Assume the responsibility for receiving storage of all foods, supplies and equipment.
- Coordinate the convenience baked products with that of the total food production.
- Keep a perpetual inventory of food prepared, used and leftover.
- Incorporate the utilization of leftover food with that of the total production.
- Instruct employees on high sanitation practices.
- Other related duties as assigned.
- Oversee and complete all related reports such as production records. Cash records, lunch applications and reimbursements reports.

EDUCATION AND EXPERIENCE:

High School Diploma or G.E.D. certificate. A valid food handlers card. Basic knowledge of good food production, service and sanitation standards. A minimum of one year experience in a food service operation. Able to plan, organize, assign, supervise and inspect the work of others. Ability to organize, delegate, instruct and train others.

QUALIFICATIONS FOR KITCHEN MANAGER

PHYSICAL CHARACTERISTICS:

Must have satisfactory health record. Candidates must have no impairments that will interfere with the performance of duties and responsibilities. Must show evidence of freedom from communicable diseases.

PERSONAL CHARACTERISTICS:

Mature individual that has demonstrated the ability to work and communicate with others: courtesy in dealing with students as well as staff members.

ATTENDANCE: Regular attendance is critical. Must have a satisfactory attendance record.

CONDITIONS OF EMPLOYMENT:

Eight hours a day – 40 weeks per year.

BENEFITS: 80% PACKAGE

SALARY: Minimum: \$ 16,640 Maximum: \$ 30,000 per year

CRIMINAL BACKGROUND CHECK:

Must obtain FBI fingerprinting clearance and state police clearance.

COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY

JOB DESCRIPTION

TITLE: CASHIER

PURPOSE: To assist in total preparation, sanitation and service in a food service unit.

SUPERVISED BY: Kitchen Manager

RESPONSIBILITIES AND DUTIES

Includes but is not limited to:

- Assist the cook with the food preparation, making sure to follow recipes.
- Assume the responsibility for serving students, by complying with portion size as stipulated by the department, setting up the service counter and replenishing food as needed. Serve customers in a courteous manner.
- Assume the responsibility for the general sanitation of pots, pans, transporting cabinets, the kitchen area, tables, sinks and counters.
- Assist the cook with the storage of all leftover food.
- Assist with the washing and de-gumming of table and chairs.
- Other related duties as assigned.

EDUCATION AND EXPERIENCE:

High School Diploma or G.E.D. certificate; A valid food handler's card.

QUALIFICATIONS FOR
CASHIER

**PHYSICAL
CHARACTERISTICS:**

Must have satisfactory health record. Candidates must have no impairments that will interfere with the performance of duties and responsibilities. Must show evidence of freedom from communicable diseases.

PERSONAL CHARACTERISTICS:

Pleasing personality, ability to communicate and work with others in a pleasant manner. Able to follow oral and written instructions.

ATTENDANCE: Regular attendance is critical. Must have a satisfactory attendance record.

CONDITIONS OF EMPLOYMENT:

Eight hours a day – 40 weeks per year.

BENEFITS: 80% PACKAGE

SALARY: Minimum: \$ 16,640 Maximum: \$ 28,000 per year

CRIMINAL BACKGROUND CHECK:

Must obtain FBI fingerprinting clearance and state police clearance.

COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY

JOB DESCRIPTION

TITLE: FOOD SERVICE ASSISTANT

PURPOSE: To assist in total sanitation, service and related task in food service unit.

SUPERVISED BY: Kitchen Manager

RESPONSIBILITIES AND DUTIES

Includes but is not limited to:

- Report to work at assigned time, on time, and remain on job unless otherwise instructed.
- Be responsible for emptying rubbish from kitchen and dining areas.
- Assume the responsibility for handling heavy stock and keeping storage area clean and orderly.
- Assume the responsibility for mopping and sweeping the kitchen and dining areas.
- Assist with the general sanitation of pots, pans, transporting cabinets, the kitchen area.
- Assist with the washing and de-gumming of table and chairs.
- Assist with the washing of windows and walls.
- Work in the production area as needed.
- Assisting in preparation, utilizing standard recipes as instructed.
- Maintain good working relations with other workers by showing patience, respect and self-control.
- Other related duties as assigned.

EDUCATION AND EXPERIENCE:

High School Diploma or G.E.D. certificate; A valid food handler's card.

QUALIFICATIONS FOR FOOD SERVICE ASSISTANT

PHYSICAL CHARACTERISTICS:

Must have satisfactory health record. Candidates must have no impairments that will interfere with the performance of duties and responsibilities. Must show evidence of freedom from communicable diseases.

PERSONAL CHARACTERISTICS:

Pleasing personality, ability to communicate and work with others in a pleasant manner. Able to interpret oral and written instructions. Courtesy in dealing with students and people. Emotional stability and fitness to perform work as needed.

ATTENDANCE: Regular attendance is critical. Must have a satisfactory attendance record.

CONDITIONS OF EMPLOYMENT:

Eight hours a day – 40 weeks per year.

BENEFITS: 80% PACKAGE

SALARY: Minimum: \$ 16,640 Maximum: \$ 25,000 per year

CRIMINAL BACKGROUND CHECK:

Must obtain FBI fingerprinting clearance and state police clearance.

INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT (the “**Agreement**”) is made as of this 14th day of August, 2017 by and between the Board of Directors Commonwealth Community Development Academy (the “**Academy**”), a Michigan public school academy chartered by the Board of Trustees of Eastern Michigan University, (the “**Authorizer**”) pursuant to Part 6A of the Michigan Revised School Code, with a campus located at 13477, Eureka, Detroit, MI 48212 and **Human Resource Experts, 0227 Inc.**, a Michigan subchapter S corporation incorporated on August 21, 2017 (“**HR COMPANY**”), whose mailing address is 805 Oakwood Drive, Suite 100, Rochester, MI 48307, and telephone is (248) 276-0950.

WHEREAS, the Academy is a Michigan public school academy; and

WHEREAS, HR COMPANY is a Human Resources Services Company that provides human resources services and staff to a public school academies and other entities including, but not limited to staff employment, payroll; benefits administrations, and other similar human resource related services

WHEREAS, the Academy and HR COMPANY desire to enter into an independent contracting relationship whereby HR COMPANY will be engaged to provide the services as set forth in this Agreement together with HR Company’s bid proposal dated May 16, 2017 (which is incorporated herein by reference, and hereafter referred to as “**Bid Proposal**”).

WHEREAS, the Academy and HR COMPANY desire to set forth their understandings with respect to the relationship between them, the scope of their relationship and the limitations on the relationship between the parties.

THEREFORE, in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the parties, the parties agree as follows:

1. **Engagement.** The Academy hereby engages HR COMPANY and HR COMPANY accepts such engagement to serve as an independent contractor to provide the services set forth in this Agreement and as listed in the Bid Proposal. No provision of this Agreement shall interfere with the Academy Board’s constitutional duty to exercise its statutory, contractual and fiduciary responsibilities governing the operation of the Academy. No provision of this Agreement shall 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.
2. **Relationship.** The relationship between the Academy and HR COMPANY shall be that of independent contracting parties. Except as otherwise provided in this Agreement and subject to the Contract to Operate a Public School Academy between the Academy and the Authorizer (the “**Contract**”), HR COMPANY shall be self-directed in its activities and shall determine its own methods and manner for performing the services to be performed under this Agreement within the overall policies and budgets established by the Academy, as the same may be amended by the Academy from time to time. Except as otherwise specifically provided for in this Agreement, HR COMPANY shall at no time represent itself to be an employee, servant or agent of the Academy. Persons provided to the Academy by HR COMPANY shall be and remain the sole and exclusive employees of HR COMPANY during the term of this Agreement and shall be directly accountable to HR COMPANY. Persons provided to the Academy by HR COMPANY shall not be considered to be employees of the Academy for any purpose.

Only those HR COMPANY employees having a legitimate educational interest will be

designated as agents of the Academy and entitled to access to educational records for purposes under 20 U.S.C. Section 1232g, the Family Educational Rights and Privacy Act ("FERPA").

3. Taxes, Worker's Compensation Insurance and Other Expenses.

- A. HR COMPANY shall be responsible for paying all of its own taxes, including Federal and State Income Taxes, FICA, FUTA, Workers' Compensation and Unemployment to the extent that any or all of the foregoing are applicable to the Worksite Employees as that term is defined in paragraph 15 below. Subject to the Academy's payment obligations set forth in paragraph 12 of this Agreement, HR COMPANY shall defend, indemnify and hold harmless the Academy from and against any losses, assessments, taxes, costs, penalties, interest, premiums and attorneys' fees incurred by the Academy and the Board (a) related to any failure by HR COMPANY and/or its employees to pay federal, state or local income, social security, worker's compensation, unemployment compensation or other taxes or premiums and/or file returns in connection therewith, and/or (b) due to the determination by the Federal, State or Local Government or other regulatory body having jurisdiction over any part of the Academy's operations classifying one or more of HR COMPANY's employees as an employee of the Academy or a joint employee of the Academy and HR COMPANY due to the actions or inactions of HR COMPANY or its agents and employees which shall be a proximate cause of such classification. Should such classification occur, the Academy shall have the option to pay any resulting tax and/or premium obligations and offset such payments against any amount coming due and owing to HR COMPANY under this Agreement. HR COMPANY shall acquire, as required by law, workers' disability compensation insurance for itself, its employees or agents and shall defend, indemnify and hold harmless the Academy from and against any claim for workers' disability compensation brought by or an account of HR COMPANY or by any of its employees and/or agents. HR COMPANY agrees it will make all payments for benefits, salaries, workers' disability compensation, unemployment compensation and liability insurance for its employees.
- B. Neither HR COMPANY nor its employees shall be entitled to participate in any of the Academy's retirement programs or fringe benefits if or when offered. HR COMPANY shall not be required to pay for professional dues, seminars, convention costs and any other business related expenses for any HR COMPANY employees assigned to work at the Academy. Except as otherwise provided for in this Agreement, the Academy shall not be required to pay for any professional dues, seminars, convention costs and any other business related expenses of HR COMPANY corporate or support staff. Marketing and development costs paid by or charged to the Academy shall be limited to those costs specific to the Academy program, and which are approved in advance in writing by the Academy shall not include any costs for the marketing and development of HR Company.

4. Term. **The initial term of this Agreement shall commence on August 14, 2017, and shall continue for a period of ten (10 months(s), ending on June 30, 2018, unless sooner terminated as provided for in this Agreement.** Upon expiration of the initial term, this Agreement may be extended for additional 12 month terms upon mutual written agreement of the Parties. The

minimum annual administrative fees are \$16,900, subject to the provisions of paragraph 12. **The effective date for the employment of staff will be the effective date of the workers disability compensation insurance with the first payroll occurring on the first regularly scheduled pay date on September 8, 2017. The maximum term of this Agreement shall not exceed the length of Commonwealth Community Development Academy's charter contract with Eastern Michigan University.**

5. Duties of HR COMPANY. During the term of this Agreement, HR COMPANY shall be responsible to provide the HR management services as set forth in this Agreement and as outlined in the "HR List of Services and Responsibilities" attached. No provision of this Agreement shall alter the Academy Board Treasurer's legal obligation to direct the deposit of all funds received by the Academy to be placed in the Academy's depository account as required by law. The signatories on the Academy Board accounts shall solely be Academy Board members or properly designated Academy Board employee(s). Interest income earned on Academy accounts shall accrue to the Academy.

HR COMPANY will not be performing any financial or budget services to the Academy under this Agreement, and therefore, will not be providing financial reporting services to the Academy.

6. Working Facilities. HR COMPANY may utilize the premises and facilities of the Academy in rendering services pursuant to this Agreement, including existing Academy infrastructure, such as office space at Commonwealth Community Development Academy, internal mail service, copiers, computers, internet access and email addresses. The Academy shall, upon request by HR COMPANY, make available a reasonable accommodation to any Worksite Employee (as defined herein) entitled to such under the American with Disabilities Act Amendments Act as amended, (the "ADAAA of 2008"), the Federal Rehabilitation Act or any comparable law. The Academy will bear the cost of providing the reasonable accommodation to any Worksite Employee assigned to the Academy entitled to such. The Academy shall also bear the cost of providing a workplace that is in compliance with any requirements of the ADAAA of 2008, the Federal Rehabilitation Act or similar federal, state or local law.

The Academy will bear the cost and provide Worksite Employees with legally-mandated written safety procedures specific to public schools for assigned areas; including but not limited to tornadoes, hazardous materials, blood borne pathogens, and power failures. Mandated protections, including but not limited to, uniforms, gloves, immunizations or equipment, shall be provided, where needed, by the Academy, for Worksite Employees assigned to work at the Academy.

7. Records. All records and related documents prepared by HR COMPANY or otherwise created in connection with the rendering of services at the Academy's offices shall be prepared in accordance with practices and procedures determined by HR COMPANY and the Academy. HR COMPANY shall make any information under its control concerning the operation and management of the Academy, including without limitations the information described in Schedule 4 of the Academy's Charter Contract with EMU, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under the law. Such records shall be maintained in secured files on the premises of the Academy. All records shall be the property of the Academy.

On an annual basis, HR Company 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 503(c) of the Code, MCL 380.503c, shall have the same meaning in this Agreement. HR COMPANY shall also provide the Academy with any other information as deemed necessary by the Academy to fully satisfy its obligations under Sections 7.4 and 7.11 of the Contract the Charter Agreement. HR COMPANY shall assist the Academy in timely complying with any and all compliance and reporting obligations it may have to the State of Michigan and United States Departments of Education, EMU, or as otherwise mandated by applicable law.

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. All financial, educational and student records, under HR COMPANY's care and control pertaining to the Academy are Academy property, and those records are subject to the provisions of the Michigan Freedom of Information Act. All Academy records shall be physically or electronically available, upon written request, at the Academy's physical facility. Except as permitted under Contract and Applicable Law, the Agreement shall not restrict EMU's or the public's access to the Academy records.

All records of HR COMPANY related to the Academy shall be made available to the Academy's independent auditor upon request for purposes of auditing such records for compliance with applicable law. HR COMPANY will cooperate with said auditor, and HR COMPANY shall not select or retain the Academy's auditor.

8. Compliance with Section 503(c). On an annual basis, HR Company 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 Aide 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 503(c) of the Code, MCL 380.1618, shall have the same meaning in this Agreement. HR COMPANY shall also provide the Academy with any other information as deemed necessary by the Academy to fully satisfy its obligations under Sections 8.4 and 8.11 of the Contract of the Charter Agreement. HR Company shall assist the Academy in timely complying with any and all compliance and reporting obligations it may have to the State of Michigan and United States Departments of Education, EMU, or as otherwise mandated by applicable law.

9. Purchases. HR COMPANY shall make no purchases of personal property on behalf of the Academy, nor shall it engage in procurement of same. Any property owned or purchased by HR COMPANY shall be inventoried in such a manner so that it can be clearly established which property belongs to the Academy and which property belongs to HR COMPANY. Any equipment purchased by HR COMPANY, with the approval of the Academy on behalf of, or as an agent of the Academy, shall remain the property of the Academy. If HR COMPANY purchases equipment, materials and supplies on behalf of or as the agent of the Academy, HR COMPANY shall comply with the Revised School Code (including but not limited to Sections 1267 and 1274) as if the Academy were making these purchases directly from the third party supplier. If HR COMPANY procures equipment, materials and supplies at the request of or on behalf of the Academy, HR COMPANY shall not include any added fees or charges with the cost of equipment, materials and supplies purchased from third parties.

10. Proprietary Information. The Academy owns all proprietary rights to curriculum or educational materials that (i) are both directly developed and paid for by the Academy; or (ii) were developed by HR COMPANY at the direction of the Academy Board with Academy funds. All HR COMPANY educational materials and teaching techniques used by the Academy are subject to

disclosure under the Revised School Code and the Freedom of Information Act.

11. Confidential Information and Records.

- A. Except as required in its duties to the Academy, or as required by law or regulation, HR COMPANY agrees that it will never, during the term of this Agreement, or at any time subsequent to termination of this Agreement, directly or indirectly use or disclose any confidential information of the Academy without the consent of the Academy. Confidential information shall be defined as information protected by law, such as the Family Educational Rights and Privacy Act or as designated by the Academy and specifically designated as exempt from disclosure pursuant to the Freedom of Information Act.
- B. All records, forms, materials, and supplies or any reproduced copies provided and furnished by the Academy to HR COMPANY or its employees or agents or obtained by either of them or their employees or agents during the course of rendering services to the Academy shall always remain the property of the Academy and shall be returned to the Academy on demand, or upon termination of this Agreement.
- C. HR COMPANY hereby acknowledges that it shall assist the Academy in properly complying with any written requests made pursuant to the Michigan or Federal Freedom of Information Acts. The Academy will reimburse the HR COMPANY for any reasonable costs incurred in the fulfillment of any requests.

The confidentiality obligation of HR COMPANY under this Section shall survive termination of this Agreement.

12. Compensation & Reimbursement to HR COMPANY. During the term of this Agreement, HR COMPANY shall be paid fees and compensation for all services rendered under this Agreement in accordance with the fee schedule attached hereto as Schedule A, and shall employ individuals with at least the qualifications required by the Academy, Board of Directors and applicable law. HR COMPANY will have a dedicated service staff member visit and perform services on a regular basis at the Academy and bill in accordance with the fee schedule. The Academy recognizes that a majority of the services involve planning and preparation in advance of this Agreement and in the beginning of each contract period. If the Academy terminates the Agreement early with cause, the Academy shall only pay for the services rendered by HR COMPANY prior to termination.

Payments for payroll, benefits and all fees shall be paid in full by way of ACH or wire transfer from the Academy's account no later than three (3) business days before the payroll check date on the normal payroll frequency. In the event that the Academy, in any fiscal year, does not make two payments on the due date of the invoice, and in the manner specified, HR COMPANY shall, upon written demand, be entitled to implement the State School Aid Payment Agreement in the form attached as Schedule B as the means by which it shall obtain payment of all amounts owing and thereafter all payments for payroll, benefits and all fees by the Academy to HR COMPANY for the balance of the fiscal year in question. Upon written demand by HR COMPANY, the Academy shall, within five (5) days of such demand, deliver to HR COMPANY a fully executed State School Aid Payment Agreement, acknowledged by EMU. HR COMPANY shall be entitled to file a financing statement with regard to amounts owed to it by the Academy hereunder as against any and all collateral of the Academy.

The Academy shall pay to HR COMPANY all costs incurred by HR COMPANY in connection with Worksite Employees listed on Schedule A, including but not limited to: all payroll, all

applicable federal, state and local taxes, all premium contributions in connection with employee benefits, including all workers compensation premiums, all insurance premiums, all fees incurred in securing the payments by way of the State School Aid Payment Agreement and all unemployment compensation charges from the date services begin hereunder. All federal or state tax credits, savings or deductions (including but not limited to IRC Section 125) are the property of HR COMPANY as the employer of record. Tax liability and workers' disability compensation rates are noted in Schedule A. Any required adjustment to federal, state or local taxes or insurance premiums applicable to this Agreement or change in status of the Worksite Employee shall be effective on the date of such adjustment or change. HR COMPANY shall at all times remain responsible for payment of such benefits, taxes, contributions, premiums and payrolls, it being understood by the parties, however, that the ability of HR COMPANY to comply with this requirement is contingent upon timely receipt of payments and fees due pursuant to this Agreement.

In the event of an arrearage of two invoiced payrolls, the Academy shall use the proceeds of any State Aid, line of credit or other advance of funds secured by state school aid pursuant to MCL 380.1225 or other applicable law to settle the arrearage.

HR COMPANY, through its onsite supervisor, the School Leader, will verify all time submissions of Worksite Employees. If the Academy believes that there is an error in a Worksite Employee's time or payment, the Academy will communicate and provide written proof of the error. Until corrected, the Academy will not deduct any amount from payment of its current invoice as a credit or setoff. Errors, upon verification, shall be corrected by an adjustment on the next invoice.

13. Work Environment. The Academy shall reasonably cooperate with HR COMPANY's input with regard to compliance with all applicable health and safety laws, regulations, ordinances, directives, and rules of controlling Federal, State and Local Government. HR COMPANY's onsite supervisor, the School Leader, or his/her designee will immediately report all employee accidents and injuries to HR COMPANY within twenty-four (24) hours after the accident. HR COMPANY shall be solely responsible for compliance with all federal laws related to the Immigration Reform and Control Act of 1986, as amended, including but not limited to, the screening of potential employees for verification of employment and filing form I-9 or its successor form.

The Academy and HR COMPANY shall mutually develop procedures that provide for the use of all personal protective equipment, as required by federal, state or local law, regulation, ordinance, directive, or rule. HR COMPANY, HR COMPANY's workers' disability compensation carrier and HR COMPANY's liability insurance carrier shall have the right to inspect the Academy's place of business at all times to ensure compliance with this Section and with the terms of this Agreement. HR COMPANY, through its onsite supervisor, shall be responsible for providing records of hours worked by its employees. The Academy will reimburse HR COMPANY only for overtime authorized by the School Leader of the Worksite Employees assigned to the Academy.

14. Representations and Warranties. The Academy has the authority under the Revised School Code and other applicable laws and regulations to execute, deliver and perform this Agreement, and to incur the obligations provided for under this Agreement such that the Academy's execution, delivery and performance of this Agreement do not violate any terms or provisions of any separate contract, applicable laws or other policies.

HR COMPANY is a Michigan for-profit corporation and is in good standing and authorized to conduct business in the State of Michigan. HR COMPANY has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement. HR COMPANY acknowledges that it 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.

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. HR COMPANY shall notify the Academy if any principal or officer of HR COMPANY as a corporate entity (including any related organizations or organizations in which a principal or officer of HR COMPANY serves or has 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.

This Agreement shall not be assignable without prior notification to the Eastern Michigan University Charter Schools Office. Any assignable party shall be considered an Educational Services Provider ("ESP"), as defined by Eastern Michigan University's ESP Policies. As such, any assignable party shall follow the requirements set forth in those ESP Policies.

15. Employer of Personnel. All administrators, teaching, instructional, support, and any other personnel performing functions on behalf of the Academy who are provided to the Academy by HR COMPANY shall be employees of HR COMPANY ("Worksite Employee"). Specifically, HR COMPANY shall enjoy the sole and exclusive right to screen, hire, fire, evaluate, discipline and train staff by itself. Unless required by applicable statute, court, or administrative decision or an Attorney General opinion, HR COMPANY shall not make payments to the Michigan Public School Employees' Retirement System ("MPERS") or any other public retirement system on behalf of its employees. In the event of a finding that payments to MPERS or other public retirement system are due on behalf of or to HR COMPANY's employees who have been assigned to work or are currently assigned to work at the Academy, HR COMPANY shall be responsible for the payment of such benefit to such employees, limited to 50% of the HR Administration fees collected in the year of the finding against the Academy. Otherwise, the Academy and its Board will respect the employer rights of the HR COMPANY and specifically avoid any actions that would contradict or damage the HR COMPANY as the employer of record. As of the date of this Agreement, the Academy is not required, by applicable law, to provide tenure to its certified teachers. HR COMPANY shall not engage in a practice that abrogates this protection. Employment records of HR COMPANY employees shall be made available to the Academy's independent auditor upon request for purposes of auditing such records for compliance with applicable law. HR COMPANY will cooperate with said auditor, and HR COMPANY shall not select or retain the Academy's auditor.

- A. Compliance with School Safety Initiative. Under the provisions of Michigan Public Act 84 of 2006, as amended (hereafter "PA 84 of 2006"), and the more recent requirements of the Michigan Department of Education and the Michigan State Police, the Academy is required to have all of HR COMPANY'S agents, employees or representatives, who will work on the Academy's premises, be fingerprinted and subjected to the criminal history record information ("CHRI") checks through the Michigan State Police and Federal Bureau of Investigation, as detailed in PA 84 of 2006, prior to commencing any work under this Agreement. The Academy shall designate an Authorized Recipient who shall be the sole person to conduct the CHRI checks and receive the results of the CHRI. The Authorized Recipient shall issue a Determination Letter to HR Company, which is commonly known as the "red light / green light" letter advising HR Company that the applicant is cleared to work, not cleared to work, or is subject to further proceedings given a "yellow light"

Determination. The Authorized Recipient may not disclose the specific results of the CHRI to HR COMPANY or any of its employees. The Authorized Recipient shall store all CHRI records on site, in physical form, in a locked storage cabinet at the site of the Authorized Recipient. The Authorized Recipient shall be the only individual with access to this information. The cost of this storage shall be the responsibility of the Academy for those Worksite Employees and staff who are included within the Description of Staff Responsibilities appended to the Academy's Charter Contract.

- B. Compliance with PA 84 of 2006. In addition, unless notified it is not subject to PA 84 of 2006, HR COMPANY represents and warrants to the Academy that it will at all times during the term of this Agreement be in compliance with the provisions of PA 84 of 2006, including, but not limited to, reporting to the Academy within 3 business days of when the HR COMPANY or any of its agents, employees or representatives who will be on the Academy's premises, are charged with a crime listed in Section 1535a(1) or 1539b(1) of the Revised School Code, being MCL 380.1535a(1) and 380.1539b(1), a substantially similar law, or other crimes required to be reported under PA 84 of 2006. HR COMPANY shall immediately report to the Academy if such person is subsequently convicted, pleads guilty or pleads no contest to such crime.
- C. Unprofessional Conduct Checks. HR COMPANY further acknowledges and agrees that it will conduct unprofessional conduct checks, in accordance with MCL 380.1230b, before hiring an employee assigned at the Academy.

16. No Authority to Contract. HR COMPANY shall have no authority to commit the Academy to any contract or obligation, without the expressed prior approval of the Academy. No contract may be executed on behalf of the Academy by HR COMPANY. Only authorized personnel of the Academy are authorized to execute contracts on behalf of the Academy. Accordingly, the Academy shall have no authority to commit the HR COMPANY to any contract or obligation, without the expressed prior approval of the HR COMPANY. No contract may be executed on behalf of the HR COMPANY by the Academy. Only authorized personnel of the HR COMPANY are authorized to execute contracts on behalf of the HR COMPANY. HR COMPANY warrants that its obligation to perform its duties under this Agreement does not violate any agreement or obligation to which HR COMPANY is bound and the services provided by HR COMPANY shall be performed in a professional manner and shall be of a high grade, nature and quality and shall be performed in a timely manner consistent with the terms and conditions of this Agreement.

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

18. Indemnification. To the extent permitted by law, HR COMPANY shall indemnify, defend and hold harmless the Academy and all of its Directors, staff, employees, agents and representatives from and against all taxes, penalties, fines, damages, sanctions, losses, assessments, liabilities, claims, demands, judgments, or other forms of liability, costs, obligations and other expenses, including reasonable attorneys' fees and costs of litigation, whether or not resulting from third party claims, arising out of any act, omission, negligence or misconduct of HR COMPANY or any of its directors, officers, owners, employees, agents or representatives, and any breach or other default or noncompliance with any agreement, representation, warranty or covenant on the part of HR COMPANY, its directors,

officers, owners, employees, agents or representatives contained in this Agreement or the provision of any of the services contained in or made pursuant to this Agreement unless such injury or damage is caused by the sole negligence of the Academy. HR COMPANY also agrees to defend, indemnify and hold harmless the Academy and all of its Directors, staff, employees, agents and representatives from any claims made by HR COMPANY's internal staff employees including, but not limited to charges of discrimination brought through the State Department of Labor, the Equal Employment Opportunity Commission, the Workers' Compensation Bureau (or such similar department, commission or board other than State), fees and lawsuits alleging failure to comply with federal and state wage and hour laws, wrongful termination, discrimination, denial of due process or other labor-related causes of actions resulting from employee discipline or termination. HR COMPANY shall notify its insurance company, recognize and name the Academy, as additional insured on all applicable policies of insurance, including, but not limited to, general liability and umbrella policies, and provide a certificate of insurance to the Academy evidencing the same.

To the extent permitted by law, or the Academy's Charter Contract, the Academy hereby agrees to indemnify and hold harmless HR COMPANY and its respective officers, directors, employees, agents and representatives, from and against any and all liabilities, costs, causes of action, damages and expenses (including reasonable attorney's fees and costs of litigation) which HR COMPANY may incur as a result of the negligent acts or omissions of the Academy or its Board members, directors, officers, employees (if any) vendors, agents and representatives except to the extent that the Academy would not be liable for such claim or liability based on the application of governmental immunity under Michigan law or federal law. See paragraph 25E. The Academy will notify its insurance company, recognize and name HR COMPANY as an additional insured on all applicable policies [with the exception of EPLI, which HR COMPANY shall obtain on behalf of the Academy; the premium of which shall be billed in advance through (without markup) to the Academy by HR COMPANY. The Academy Board will follow all reasonable directives of the HR COMPANY's designated agent, the School Leader, in the management and minimization of any and all risks, provided such directives do not abrogate the Academy's extant policies, at the time of the directive in question, or place the Academy in breach of its Charter Agreement or other contractual undertakings.

The indemnification obligations of the parties under this Section 17 shall survive termination of this Agreement.

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

20. Insurance. The Academy will obtain and maintain insurance as required in the Contract and will name HR COMPANY as an additional insured on its general liability insurance policy. HR

COMPANY shall maintain such policies of insurance as required by the Contract and the Michigan Universities Self-Insurance Corporation ("M.U.S.I.C."), and that in the event the University or M.U.S.I.C. requests any change in coverage by ESPs or staffing companies, HR COMPANY agrees to comply with any change in the type or amount of coverage, as requested, within thirty (30) days after written notice of the insurance change. HR Company's insurance is separate from and in addition to the insurance the Academy Board is required to obtain under the Contract.

21. Right to Termination. Notwithstanding anything herein contained, either party may terminate this Agreement, without cause, upon ninety (90) days advance written notice or immediately by the Academy for Cause. For purposes of this Agreement, the term "Cause" shall mean:

- A. The failure of HR COMPANY to comply with any of the material terms of this Agreement after being given written notice of such failure by the Board of the Academy and the failure to cure such condition within thirty (30) days after receipt of such notice;
- B. The failure of HR COMPANY to implement, or adhere to, reasonable policies or directives of the Board of the Academy after being given written notice of such refusal by the Board and the failure to cure such condition within thirty (30) days after receipt of such notice;
- C. The failure of HR COMPANY to competently perform the duties imposed pursuant to this Agreement, and the failure to cure such condition within thirty (30) days after receipt of such written notice from the Board of such failure;
- D. Any action or inaction by HR COMPANY that is not cured within sixty (60) days of notice thereof which causes the Charter Contract to be revoked, terminated, and suspended or which causes the Charter Contract to be put in jeopardy of revocation, termination or suspension by Eastern Michigan University is a material breach.
- E. The failure of HR COMPANY upon receipt of all outstanding funds from Academy or its Board to pay all taxes as required under the terms of this Agreement.
- F. Relative to HR COMPANY, the failure of the Academy to;
 - 1. Make any monetary payment required under this Agreement within five (5) days of written notice or, alternately, failure of the Academy to produce a State School Aid Intercept and Direction, acknowledged by the Academy's Authorizer, upon written notice by HR COMPANY as permitted under the terms of this Agreement within five (5) days of HR COMPANY's written demand of same to the Academy or its authorized agent;
 - 2. Comply with any material term of this Agreement after being given written notice of such failure by HR COMPANY and the failure to cure such condition within thirty (30) days after receipt of such notice;

3. Failure to implement reasonable recommendations of the HR COMPANY and failure to notify HR COMPANY of any material matter related to any Worksite Employee, provided the Academy Board possesses, at all pertinent times, actual knowledge of such material matter;
4. Failure of the Academy to cooperate in the investigation of a workplace complaint, or committing any act which would cause a loss to the HR COMPANY, or restricts or limits the HR COMPANY's rights as the sole employer of staff at the Academy;

22. Termination.

- A. Obligations upon Termination. In the event that either the Academy or the HR COMPANY does not renew this Agreement at the end of the initial term or any renewal term, or if the Agreement is otherwise terminated as provided herein, the employment relationship between HR Company and Worksite Employees shall end at the expiration of the initial term or the renewal term, or on the effective date of any mid-term terminations, as the case may be. Upon termination, HR COMPANY shall notify its Worksite Employees that their assignments with the Academy have been terminated. The Academy has the first option upon termination to hire any Worksite Employees. In order to minimize any unemployment liability that may be incurred, the HR COMPANY has the right to reassign any Worksite Employees not hired by the Academy or terminate their employment at its option. Upon expiration of this Agreement and the employment relationship, the HR COMPANY shall terminate all policies and endorsements covering the Academy and/or the Worksite Employees hired by the Academy or not retained by the HR COMPANY. Further, the Academy and the HR COMPANY shall each remain responsible for:
 1. all fees, payments and other charges owing under this Agreement by the respective parties through the effective termination date; and
 2. any termination charges as provided for and as allocated in this Section.
- B. Upon termination of this Agreement for any reason and after payment by the Academy of all invoices, HR COMPANY shall, without further charge (i) close the books on the then-current fiscal quarter; (ii) organize and prepare the Academy's records for transition to the new human resources management company or the Academy; (iii) organize and prepare students records for transfer to the new human resources management company; and (iv) provide for the orderly transition of employee compensation and benefits to the new human resources management company or the Academy without disruption to staffing, if those areas are under the HR COMPANY's sole control.
- C. Notwithstanding anything in this Agreement to the contrary, in the event that the Authorizer determines to exercise its prerogative under Section 9.3 of the Charter Agreement and MCL 380.507(7) to reconstitute the Academy by requiring the early termination or amendment of this Contract, there shall be no cost or penalty to the Academy, and no recourse to EMU, or any third party

affiliated with or engaged by the Authorizer, by HR COMPANY or any subcontracted person or entity of HR COMPANY.

D. Termination Charges.

1. Subject to the limitations of Section 20. D. above, upon termination of this Agreement by the Academy prior to the end of the initial term or a renewal term, as the case may be, the Academy shall immediately pay in full any outstanding balance on any obligations under Section 11 of this Agreement. These termination charges are in addition to any other obligations of the Academy under this Agreement.
2. Upon termination of this Agreement, in the event such termination is prior to the termination of the initial term or any successor term, HR COMPANY shall, at the Academy's option either continue to provide services until the end of the academic year in which such termination is communicated to the Academy by HR COMPANY or for a period of up to 90 days assist in good faith, and at no cost to the Academy in addition to those costs set forth herein, in the smooth transition of responsibility to the Academy or HR COMPANY's successor in a manner which does not negatively impact the educational program at the Academy.

23. Notices. All notices and other communications shall be in writing and shall be effective upon receipt if hand delivered; shall be effective three (3) days after depositing in the U.S. mail; and shall be effective one (1) day after sending by a nationally recognized overnight delivery service to the addresses stated below, or to such other addresses as to which any party shall have previously notified the other parties in writing in conformity with this Section. For the purposes of this Section, the addresses of the parties shall be as set forth in the preamble of this Agreement.

24. Interest Rate. No interest shall be charged by HR COMPANY for late invoices paid by the Academy. The Academy will use its best efforts to pay the invoices received by HR COMPANY for services in a timely manner under the terms of this Agreement.

25. Miscellaneous.

- A. Complete Agreement. This Agreement constitutes the complete agreement among the parties and supersedes and replaces all prior negotiations and agreements. There are no representations, warranties, covenants, conditions, terms, agreements, promises, understandings, commitments or other arrangements whether express or implied other than those expressly set forth or incorporated herein or made in writing on or after the date of this Agreement.
- B. Governing Law; Forum. This Agreement will be governed by, and construed in accordance with, the laws of the State of Michigan, applicable to contracts made and to be performed entirely within such State and without giving effect to choice of law principles of such State. Each of the parties agrees that any injunctive relief or equitable action or proceeding with respect to this Agreement or entered into in connection with this Agreement or transactions contemplated by this Agreement shall be brought only in any court of the State of Michigan, County of Wayne or County of Oakland.


- C. Expenses. Except as otherwise specifically provided herein, each party shall pay its respective attorneys' fees and other costs and expenses incurred in connection with the performance of this Agreement. The Academy agrees to pay attorneys' fees which are expected and otherwise incurred in the normal course of business for its counsel, advising on the legal obligations regarding the rights, liabilities and responsibilities unique to Michigan Public School Academies.
- D. No Third Party Beneficiaries. This Agreement is made solely for the benefit of the parties to this Agreement. Other than as specifically provided regarding indemnification of EMU, nothing contained in this Agreement shall be deemed to give any person, partnership, joint venture, corporation, limited liability company, governmental authority or other entity any right to enforce any of the provisions of this Agreement, nor shall any of them be a third party beneficiary of this Agreement.
- E. Governmental Immunity. No provision of this Agreement shall restrict the Academy Board from waiving its governmental immunity or require the Academy Board to assert, waive or not waive its governmental immunity.
- F. No Waiver. The failure of any party to exercise or enforce any right or remedy conferred upon it hereunder shall not be deemed to be a waiver of any such or other right or remedy nor operate to bar the exercise or enforcement of any thereof at any time thereafter.
- G. Board's Responsibility to Review/Evaluate Services. The Academy Board shall approve and shall be responsible to develop and implement an annual process for the review and evaluation of HR COMPANY's performance under this Agreement. The evaluation form and any policies and procedures applicable to the annual evaluation process shall be provided in writing, and in advance to HR COMPANY. The Board shall communicate in writing to HR COMPANY the results of such annual performance review. The HR COMPANY shall be considered in good standing with the Academy and its Board unless notified in writing with 60 days' notice to cure any open issues.
- H. Compliance with Academy's Contract. HR COMPANY agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy's obligations under the Academy's Charter Contract issued by the Eastern Michigan University Board of Regents. The provisions of the Academy's Charter Contract shall supersede any competing or conflicting provisions contained in this Agreement.
- I. Revocation or Termination of Contract. If the Academy's Charter Contract issued by the Eastern Michigan University Board of Regents is revoked, terminated or a new charter contract is not issued to the Academy after expiration of the Academy's Contract, this Agreement shall automatically terminate on the same date as the Academy's Contract is revoked, terminated or expires without further action of the parties.
- J. Academy Acts Only Through its Board. It is acknowledged and agreed by HR COMPANY that the Academy, as a public body, acts only through its Board, convened in accordance within the requirements of the Michigan Open Meetings Act. While direction may, from time to time, be available

through individual members of the Board of Directors or its agents, the Board will not be bound except through its official actions when convened as a public body.

- K. Marketing and Development Costs. 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 marketing and development of HR COMPANY.
- L. Amendment. The Academy and HR COMPANY may not substantially amend this Agreement without notifying the President of Eastern Michigan University (the "University President") or his or her designee. No amendment shall be contrary to this section and shall be accompanied by an opinion of legal counsel. Whether or not substantial, the Academy shall submit to the University President designee all amendments to this Agreement within 10 days after such amendment.
- M. Execution in Counterparts. This Agreement may be executed in counterparts, which several counterparts shall be construed as one single agreement.

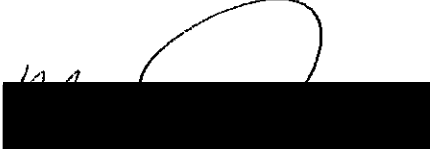
WHEREFORE, the parties have duly executed this Agreement on the day and year first above written.

**Commonwealth Community
Development Academy**

By: 
Angela Moore
Its: Superintendent

Dated: as of 8/14/2017

Human Resources Experts 0227, Inc.

By: 
Mario Apruzzese
Its: President

Dated: as of 8/14/2017

COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY
Schedule A
Amended 2018/2019 School Year Fee Schedule
July 1, 2018-August 31, 2019

Fee Schedule Overview

The following is the schedule of fees to be charged in connection with the Independent Contractor Agreement between the **HR Company** and the ACADEMY. The fees may or may not represent the actual cost to the HR Company and may include, by way of example, administrative costs, filing and reporting costs and such fees are subject to adjustment. Special client requests may require additional costs to the ACADEMY.

Fees **Payroll / Payroll Tax Categories and Reporting**

FICA	7.65%
FUTA*	0.90%
SUTA-MI*	5.25%

**Legislation may require the application of different taxation rates dependent upon specific mandates within the law. Employees Only reserves the right to change the underlying statutory tax rates and reporting methods, as either selected or mandated by Local, State, or Federal Governments.*

Fees **Administrative Fees**

We will provide full Human Resources, Safety, Payroll and Benefit Administrative Services as described in our **Independent Contractor Agreement, Exhibit 1**. All expenses related to ACADEMY directives and actual expenses incurred outside of the pre-determined services will be billed with proper documentation.

- **Human Resource Fee** **2.50%** of gross payroll billed per pay period.
- **New Hire** **\$ 25.00** per employee file established
- ~~**Initial Set-Up**~~ ~~**\$500.00**~~
- **Shipping & Handling** **\$ 18.50**
- **Minimum annual contract billing** **\$16,900** reconciled quarterly.

Fees **Workers Compensation Fees* by Code(s)**

<u>Job Code</u>	<u>Job Description</u>	<u>Rate on Wages</u>
• 8868	Teachers/Admin	0.77%
• 9058	Food Service	2.43%
• 9015	Maintenance	8.67%
• 7380	Bus Drivers	5.90%

Benefits – (See Current Plan For Health, Dental and/or Vision) and Insurance (M.U.S.I.C)


HR COMPANY's affiliate, **GBS Insurance Agency**, must be the **Agent of Record** for all medical, dental and vision premiums. If applicable, will be billed and remitted by **HR COMPANY**. ACADEMY will be billed one month's premium charges on the first payroll of the month for Health, Dental, and/or Vision and all other applicable benefits, including any advances in the Section 125 Plan.

- **401k** **\$400** annual fee *waived*
- **Flex Spending** **\$450** annual fee *waived*

****Required M.U.S.I.C.-Currently billed in 8 monthly installments of \$599.85 (subject to decrease upon renewal)**

**Commonwealth Community
Development Academy**

Human Resources Experts 0227, Inc.

By: 
Angela Moore
Its: Superintendent

By: 

David Otto
Its: CEO

Dated: as of 08/24/2018

Dated: as of 08/24/2018

COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY

Schedule A

2017/2018 School Year Fee Schedule

August 14, 2017-June 30, 2018

Fee Schedule Overview

The following is the schedule of fees to be charged in connection with the Independent Contractor Agreement between the **HR Company** and the ACADEMY. The fees may or may not represent the actual cost to the HR Company and may include, by way of example, administrative costs, filing and reporting costs and such fees are subject to adjustment. Special client requests may require additional costs to the ACADEMY.

Fees **Payroll / Payroll Tax Categories and Reporting**

FICA	7.65%
FUTA*	0.90%
SUTA-MI*	5.25%

**Legislation may require the application of different taxation rates dependent upon specific mandates within the law. Employees Only reserves the right to change the underlying statutory tax rates and reporting methods, as either selected or mandated by Local, State, or Federal Governments.*

Fees **Administrative Fees**

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- **New Hire** \$ 25.00 per employee file established
- **Initial Set – Up** \$500.00
- **Shipping & Handling** \$ 18.50
- **Minimum annual contract billing** \$16,900 reconciled quarterly.

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• 8868	Teachers/Admin	0.77%
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• 7380	Bus Drivers	5.90%


Benefits – (See Current Plan For Health, Dental and/or Vision) and Insurance (M.U.S.I.C)

HR COMPANY's affiliate, **GBS Insurance Agency**, must be the Agent of Record for all medical, dental and vision premiums. If applicable, will be billed and remitted by **HR COMPANY**, ACADEMY will be billed one month's premium charges on the first payroll of the month for Health, Dental, and/or Vision and all other applicable benefits, including any advances in the Section 125 Plan.

- **401k** \$400 annual fee
- **Flex Spending** \$450 annual fee


Required M.U.S.I.C.-Billed at individual school cost based upon client review and approval of Authorizer required coverages.

**Commonwealth Community
Development Academy**

By: 
Angela Moore
Its: Superintendent

Dated: as of 8/14/2017

Human Resources Experts 0227, Inc.

By: 
Mario Apruzzese
Its: President

Dated: as of 8/14/2017

COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY
Schedule B

STATE SCHOOL AID PAYMENT AGREEMENT
COUNTY OF WAYNE, STATE OF MICHIGAN

UNDER INDEPENDENT CONTRACTOR AGREEMENT BETWEEN HUMAN RESOURCE EXPERTS 0227, INC. (HR COMPANY) AND COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY

THIS STATE SCHOOL AID PAYMENT AGREEMENT ("Agreement") is dated as of the August 14, 2017 by and between Commonwealth Community Development Academy (the "Academy") and HR COMPANY.

WHEREAS, the Academy has entered into a certain Independent Contractor Agreement dated as of August 14, 2017, under which the Academy is obligated to provide HR COMPANY with funds to make the payroll for those employees providing services at the Academy;

WHEREAS, in the event the Academy fails to pay timely such sums to HR COMPANY on the due date for the processing of current and accrued payroll, payroll taxes and worksite employee benefit costs, as of the date of this Agreement and therefore as a condition of continued service, must pledge the state school aid payments payable under the terms of the Funds Transfer Agreement to be received by the Academy ("State School Aid") for the payment of its obligations in the HR COMPANY invoices that are in arrears and to secure future HR COMPANY invoices (the "Academy Payables") and hereby covenants to undertake this Agreement and the obligations herein recited.

WHEREAS, pursuant to the Revised School Code, as amended, , MCL 380.1 *et seq.*, and the State School Aid Act of 1979, as amended, MCL 388.1601 *et seq.*, Eastern Michigan University ("the Authorizing Body") is the authorizing body of the Academy and, for the purpose of transferring State School Aid, is the fiscal agent for the Academy and has issued a contract to charter a public school academy (the "Contract") to the Academy which provides, among other things, for its duties as fiscal agent for the Academy.

WHEREAS, it is in the interests of the Academy, the Authorizing Body and the Mortgager to ensure that HR COMPANY receives timely payroll payments so that continuity of staffing at the Academy may continue and the interests of the Academy, the Authorizing Body and the Mortgager are not impaired by the Academy's failure to timely make payments to HR COMPANY.

WHEREAS, the parties desire to provide for and facilitate the transfer of sufficient state school aid to repay and to pay the Academy Payables to HR COMPANY under respect to the Independent Contractor Agreement.

THEREFORE, for valuable consideration, the parties agree as follows:

1. Pursuant to the Revised School Code and the State School Aid Act, the Academy's State School Aid is to be allocated by the Michigan Department of Treasury to the Authorizing Body.
2. From the amount set forth in Paragraph 1 above, the Academy has covenanted that the amounts set forth below shall be transferred directly by the Authorizing Body to HR COMPANY upon the first date at which State School Aid is received by the Authorizing Body to satisfy the Academy's

obligations in arrears of \$_____ and its payment of \$_____ for the payment of the current month's fees and expenses (including fees and expenses for payroll, fees and benefits) of HR COMPANY. Thereafter, \$_____ shall be transferred directly by the Authorizing Body to HR COMPANY monthly following receipt of State School Aid by the Authorizing Body as fiscal agent for the Academy.

The above amounts shall be forwarded via Automated Clearing House by HR COMPANY direction:

The amounts set forth above shall be adjusted at the demand of HR COMPANY based upon fluctuation in payroll costs, which shall be reduced to a written, countersigned certificate, presented to the Authorizing Body and, upon presentation, shall constitute authoritative direction for the Authorizing Body to allow the adjusted amounts to be funded to HR COMPANY using this and the Funds Transfer Agreement. The State Aid Payments are in addition to repayment of invoices using reimbursed funds for specific programs (e.g. Title 1, etc.).

The parties acknowledge that this Agreement is superseded by the rights, responsibilities, and duties of the Academy and the Authorizing Body set forth in the Charter Agreement and incurred by the Academy pursuant to its mortgage. The Authorizing Body shall only transfer the amounts listed above after the Academy's mortgage obligation has been fully satisfied and the Authorizing Body has deducted its Authorizer fee.

3. The Academy and HR COMPANY hereby warrant and represent to the Authorizing Body intending the Authorizing Body to rely thereon and to induce the Authorizing Body to acknowledge this Agreement, that::

(a) No agreement between the Academy and HR COMPANY, in connection with or related to the Independent Contractor Agreement or the Academy Payables, provides for recourse against the Authorizing Body for the amount of the Academy Payables or any portion thereof.

(b) HR COMPANY acknowledges having read the Contract. HR COMPANY and the Academy understand and acknowledge that, as a matter of Michigan law, memorialized by the Contract, decisions to renew or not to renew the Contract are in the Authorizing Body's sole discretion and further the Contract may be suspended or revoked by the Authorizing Body prior to the expiration of the contract term.

(c) The Academy and HR COMPANY understand and acknowledge that the decision to enter into the Independent Contractor Agreement is based solely on the due diligence performed by the respective parties, and that Authorizing Body has not provided any projected or actual financial or student enrollment information relative to the Academy that has been relied upon and is the basis for either parties' decision to enter into the Independent Contractor Agreement.

4. The Academy and HR COMPANY understand and acknowledge that the Authorizing Body does not, and shall not be deemed to guarantee payment for the amount of the Academy Payables or any portion thereof or the continuation or renewal of the Contract. The Authorizing Body has no responsibility or duty to verify the Academy's pupil count, as defined in the State School Aid Act or to authorize, approve or determine the accuracy of the State School Aid payments received on behalf of the Academy from the Michigan Department of Treasury.

5. The Academy and HR COMPANY understand and acknowledge that the Authorizing Body makes no representations concerning the financial condition or the ability of the Academy to pay the Academy Payables now or in the future, and that the Authorizing Body's acknowledgement of this Agreement does not constitute a recommendation, authorization, or approval of the Academy's undertakings pursuant to the Independent Contractor Agreement in any way whatsoever.

6. The Academy and HR COMPANY acknowledge and agree that the Academy has no authority to enter into any contractual arrangement that would financially obligate the Authorizing Body.

7. The Academy hereby warrants and represents that it will notify HR COMPANY and the Authorizing Body of any request submitted to the Michigan Department of Education for an advance on State School Aid at the same time such request is submitted to the Michigan Department of Education. If the Academy's request for an advance on State School Aid is approved by the Michigan Department of Education, the Academy shall notify HR COMPANY and the Authorizing Body in writing of the amount of State School Aid, if any, that should be forwarded by the Authorizing Body to HR COMPANY at least thirty (30) days before such State School Aid is to be allocated by the Michigan Department of Treasury to the Authorizing Body for forwarding to the Academy.

8. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

9. This Agreement shall not, in any way, supersede or diminish the rights, responsibilities, and duties of the Academy and the Authorizing Body as set forth in the Contract or incurred by the Academy pursuant to its undertakings in the bonds.

10. The Authorizing Body's implementation of the payment direction in paragraphs 1 and 2 above shall expire upon the earlier of:

- (a) termination of the Contract or any successor agreement to the Contract;
- (b) suspension or revocation of the Contract or any successor agreement to the Contract;
- (c) termination of the Independent Contractor Agreement between the Academy and HR COMPANY; or
- (d) termination of the current fiscal year.

11. The Academy and HR COMPANY hereby agree never to institute, or in any way aid in the institution or prosecution of, any claim, demand, or action at law or in equity against the Authorizing Body, its officers, employees, or agents arising out of or relating to (i) any deficiency, overpayment or other error in the amount of State School Aid allocated to the Authorizing Body for forwarding to HR COMPANY; (ii) the Authorizing Body's termination, suspension or revocation of the Contract; and (iii) the consequences of any error of judgment arising out of or relating to the performance hereunder by the Authorizing Body. This covenant shall survive the expiration of this Agreement. This paragraph does not in any way relieve the Authorizing Body from its duties and responsibilities to perform under the Contract.

12. This Agreement, and all covenants, rights, duties and obligations herein shall bind, and insure to the benefit of, the parties' successors and permitted assigns. No modification of this Agreement or of any covenant, condition or provision herein shall be valid unless in writing and duly executed by Academy and HR COMPANY and acknowledged by the Authorizing Body.

13. This Agreement shall be governed by the laws of the State of Michigan.

14. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

WHEREFORE, the parties have caused this Agreement to be executed as of the day and year first above written.

HRE 0227, Inc.

By: 

Mario Apruzzese

Its: President

Commonwealth Community Development Academy

By: _____

Angela Moore

Its: Superintendent



Human Resource Experts
employees only

List of Services and Responsibilities

AREA OF SERVICE		SERVICE DESCRIPTION		RESPONSIBILITY			
CATEGORY	SUBCATEGORY	SERVICE	DETAILS	EO	SHARED	EO'S FEE	RATE
Employee Administration	Direct Services to Employees and Managers	Calls to Employees Only Human Resources Solution Center Monday through Friday 8:00 Am until 5:00 PM	EO will provide support, coaching and response to client questions regarding HR matters within a 24-hour period unless an emergency situation exists.	√		Included	
Employee Administration	Direct Services to Employees and Managers	Ready to assist your employees with benefits, payroll, or HR questions	The EO team service guarantee provide for a response within 24 hours of your call.	√		Included	
Employee Administration	Darwin HR Web-Based Software	S	Updates of the DarwinNet process flow is managed and monitored by the EO IT department and our IT vendor partner. Security protocol are reviewed and released to client-approved staff with written authorization.	√		Included	
Employee Administration	Darwin HR Web-Based Software	On Boarding Process - Paperless entry of new hires, salary changes, employment data, etc.	All employee maintenance can be performed by clients at their worksite using the DarwinNet access along with pay changes, deductions changes, and address changes. EO provides training and support for clients.		√	Included	
Employee Administration	Darwin HR Web-Based Software	Online entry of time and payroll information	All employee maintenance and work hours entry can be performed by clients at their worksite using the DarwinNet access along with pay changes, deductions changes, and address changes. EO provides training and support for clients.		√	Included	
Employee Administration	Darwin HR Web-Based Software	Web-based access to HR tools for managers (checklists, guidance, etc.)	DarwinNet allows for the client to access the data necessary to complete this task. EO staff can assist client by telephone, online support, or with on-site training as needed.	√		Included	
Employee Administration	Darwin HR Web-Based Software	Standard menu of management reports (payroll, time entry, EEO, 401k, etc.) Includes EO SCORECARD metrics to help manage your organization	DarwinNet allows for client to access, print, and download reports. EO staff can assist with set-ups and selection of reports needed.	√		Included	
Employee Administration	Darwin HR Web-Based Software	Reports integrate into general ledger, customized reports & Accounting System interface (set-up required)	DarwinNet allows for client to access, print, and download reports. EO staff can assist with set-ups and selection of reports needed.		√	Available	\$79/hour + exp.
Employee Administration	Darwin HR Web-Based Software	DARWIN software/hardware maintenance and upgrades	Maintenance of the Darwin system, file updates, software upgrades, costs and fees charged for HRIS system are performed.	√		Included	
Employee Administration	Payroll Processing	Calculate and set up payroll deductions, calculate retroactive pay	DarwinNet allows for the client to access the data necessary to complete this task. EO staff can assist client by telephone, online support, or with on-site training as needed.	√		Included	

AREA OF SERVICE		SERVICE DESCRIPTION		RESPONSIBILITY			
CATEGORY	SUBCATEGORY	SERVICE	DETAILS	EO	SHARED	EO'S FEE	RATE
Employee Administration	On Boarding	Track receipt of required employment forms	EO staff will prepare an orientation package for client use in onboarding new employees.		√	Included	
Employee Administration	On Boarding	Review forms for proper completion	EO staff will prepare an orientation package for client use in onboarding new employees.		√	Included	
Employee Administration	On Boarding	Set up and maintain employee files that meet all confidentiality and privacy standards	EO updates all forms for use by clients for all compliance to local, state, and federal statutes and privacy standards.		√	Included	
Employee Administration	On Boarding	Conduct/manage new employee orientations	EO staff will prepare an orientation package for client use in onboarding new employees.		√	Included	
Benefits Administration	Benefit Plan Design	Research/compare competitive benefits, provide recommendations to identify and select appropriate plans	EO, as the agent of record, will monitor market conditions, changes in client census, and generate creative alternatives in addition to traditional quoting of benefits. EO may, prior to a renewal period, suggest new plans that may provide client a selection in advance of renewal.	√		Included	
Benefits Administration	Benefit Plan Design	Develop customized benefits program and benefits contribution strategy.	EO, as the agent of record, will monitor market conditions, changes in client census, and generate creative alternatives in addition to traditional quoting of benefits. EO may, prior to a renewal period, suggest new plans that may provide client a selection in advance of renewal.		√	Included	
Benefits Administration	Benefit Plan Design	Offer supplemental benefits (Guardian, employee discounts)	EO, as the agent of record, will monitor market conditions, changes in client census, and generate creative alternatives in addition to traditional quoting of benefits. EO may, prior to a renewal period, suggest new plans that may provide client a selection in advance of renewal.	√		Included	
Benefits Administration	Benefit Enrollment	Explain benefits plans and costs to employees and management	EO, as the agent of record, will monitor market conditions, changes in client census, and generate creative alternatives in addition to traditional quoting of benefits. EO may, prior to a renewal period, suggest new plans that may provide client a selection in advance of renewal.	√		Included	
Benefits Administration	Benefit Enrollment	Ensure timely receipt of all enrollment information	EO, as the agent of record, will monitor market conditions, changes in client census, and generate creative alternatives in addition to traditional quoting of benefits. EO may, prior to a renewal period, suggest new plans that may provide client a selection in advance of renewal.		√	Included	
Benefits Administration	On Boarding	Set up benefit deductions in payroll system	EO Benefit Administration provides for billing reconciliation to adds, deletes, COBRA, employee deductions, and other changes, while making direct payment on client behalf		√	Included	
Benefits Administration	Benefit Administration	Reconcile and pay monthly benefit bills for each plan with reports to client personnel for accuracy	EO Benefit Administration provides for billing reconciliation to adds, deletes, COBRA, employee deductions, and other changes.		√	Included	

AREA OF SERVICE		SERVICE DESCRIPTION		RESPONSIBILITY			
CATEGORY	SUBCATEGORY	SERVICE	DETAILS	EO	SHARED	EO'S FEE	RATE
Benefits Administration	Group Term Life Insurance and Disability	Respond to all employee questions on coverages and collectability. Will contact the carriers on the employee's behalf	EO will provide support, training, and response to client questions regarding HR matters within a 24-hour period unless an emergency situation exists.	√		Included	
Benefits Administration	Group Term Life Insurance and Disability	Process coverage and beneficiary changes using a standard monthly process for review and approval insuring accuracy	EO will provide information and response to client questions regarding benefit matters within a 24-hour period as agent of record. IF client has non-affiliated agent, EO will process changes upon agent notice on the payroll following the current period.		√	Included	
Benefits Administration	Group Term Life Insurance and Disability	Track & process optional additional coverage	EO will provide information and response to client questions regarding benefit matters within a 24-hour period as agent of record. IF client has non-affiliated agent, EO will process changes upon agent notice on the payroll following the current period.	√		Included	
Benefits Administration	Flexible Benefits Plan	Maintain & balance flexible spending accounts	EO provides an IRS compliant Section 125 plan with timely filing of the annual Form 5500. EO maintains complete responsibility for the response, processing, and payment of properly and timely filed claims.	√		Included	
Benefits Administration	Flexible Benefits Plan	Process and remit employee claims, will respond to all employee inquiries and insure employee receive all reimbursements timely	EO provides an IRS compliant Section 125 plan with timely filing of the annual Form 5500. EO maintains complete responsibility for the response, processing, and payment of properly and timely filed claims.	√		Included	
Benefits Administration	Flexible Benefits Plan	Review eligibility of all deductions for pre-tax treatment and IRS compliance protecting the employee and the client	EO provides an IRS compliant Section 125 plan with timely filing of the annual Form 5500. EO maintains complete responsibility for the response, processing, and payment of properly and timely filed claims.	√		Included	
Benefits Administration	Flexible Benefits Plan	Prepare and file form 5500	EO provides an IRS compliant Section 125 plan with timely filing of the annual Form 5500. EO maintains complete responsibility for the response, processing, and payment of properly and timely filed claims.	√		Included	
Benefits Administration	401(k) Plan Administration	Enrollment after employment status changes (PT to FT)	EO provides an IRS compliant Section 401(k) plan with timely filing of the annual Form 5500. EO maintains complete responsibility for the response, processing, and payment of properly and timely filed claims.		√	Included	
Benefits Administration	401(k) Plan Administration	Assemble and upload benefit enrollment and educational materials	EO staff will prepare an orientation package for client use in onboarding new employees.	√		Included	
Benefits Administration	401(k) Plan Administration	Reconcile and ensure funding is within ERISA compliance	EO staff will prepare an orientation package for client use in onboarding new employees.	√		Included	
Benefits Administration	401(k) Plan Administration	Send notice to employee and dependents upon eligibility	EO will provide support, training, and response to client questions regarding HR matters within a 24-hour period unless an emergency situation exists.	√		Included	
Benefits Administration	Other Benefits	Guardian Supplemental Insurance for employees (many plans available)	EO will provide support, training, and response to client questions regarding HR matters within a 24-hour period unless an emergency situation exists.	√		Included	

AREA OF SERVICE		SERVICE DESCRIPTION		RESPONSIBILITY			
CATEGORY	SUBCATEGORY	SERVICE	DETAILS	EO	SHARED	EO'S FEE	RATE
Employment Law Compliance	Workers' Compensation	Coordinate multiple policies in certain states	EO will consult with client and review workflow process as part of our risk management responsibilities and inform client of necessary compliance changes; updates and administration.	√		Included	
Employment Law Compliance	Workers' Compensation	Satisfy OSHA reporting rules	EO will provide reminders of OSHA reporting rules per requirements of carrier. This includes requirements pertaining to OSHA log posting, hospitalization of employee, and death of employee. Client's responsibility to include above requirements with posting and reporting timely.		√	Included	
Employment Law Compliance	Workers' Compensation	Compile and prepare data for premium audits	EO will provide wage reports sorted by WC code based on premium audit period.	√		Included	
Employment Law Compliance	Immigration, VISAs and International Services	Control for receipt of all required I-9 forms	EO will research maintain and process all appropriate paperwork for all VISA compliance.		√	Included	
Employment Law Compliance	New Regulations	Research new and changed regulations at state and federal level	EO provides regular updates to clients regarding local, state and federal changes in guidelines, regulations, and laws that may affect clients business	√		Included	
Employment Law Compliance	New Regulations	Keep management aware of key changes	EO will provide support, training, and response to client questions regarding HR matters within a 24-hour period unless an emergency situation exists.	√		Included	
Human Resources Management	Employee Communication	Offer guidance on employment, progressive discipline, training, etc.	EO will provide support, training, and response to client questions regarding HR matters within a 24-hour period unless an emergency situation exists.	√		Included	
Human Resources Management	Employee Communication	Coach management, via telephone, as needed	EO will provide support, training, and response to client questions regarding HR matters within a 24-hour period unless an emergency situation exists.	√		Included	
Human Resources Management	Employee Communication	Continuous update of company handbook	EO will review the staff handbook and recommend policy additions, corrections and deletions to ensure that the client, non-profit or school is in compliance with current laws and regulations.		√	Included	
Human Resources Management	Employee Communication	Consult on proper Job Description implementation	EO will consult using our EO assessment process to keep job descriptions in compliance with federal essential and non-essentials duties. In the case of a PSA, EO will update job descriptions as requested, submit to the Board for approval and assist with submitting to the Authorizer for Charter Amendment.		√	Included	
Human Resources Management	Employee Communication	Assist with performance improvement and corrective action	EO will provide support, training, and response to client questions regarding HR matters within a 24-hour period unless an emergency situation exists.	√		Included	
Employee Relations	Human Resource Consulting	Develop/maintain basic company policies	EO provides regular updates to clients regarding local, state, and federal changes in guidelines, regulations, and laws that may affect clients business.		√	Included	

AREA OF SERVICE		SERVICE DESCRIPTION		RESPONSIBILITY			
CATEGORY	SUBCATEGORY	SERVICE	DETAILS	EO	SHARED	EO'S FEE	RATE
Risk Management	Unemployment	Review annual rate determination	EO will review State determination for correctness and opportunity to lower the State rate by various means. Claims will be investigated and responded to based upon client feedback.	√		Included	
Risk Management	Unemployment	Respond and administer unemployment insurance in all states	EO will review State determination for correctness and opportunity to lower the State rate by various means. Claims will be investigated and responded to based upon client feedback.	√		Included	
Risk Management	Unemployment	Review and handle claims filed	EO handles most hearings over the telephone, unless a face to face hearing is necessary. EO will coordinate the proper client staff participation when necessary	√		Included	
Risk Management	Unemployment	Contest unwarranted claims	EO handles most hearings over the telephone, unless a face to face hearing is necessary. EO will coordinate the proper client staff participation when necessary	√		Included	
Risk Management	Unemployment	Attend hearings or file appeals as necessary	EO handles most hearings via telephone, unless a face to face hearing is necessary. EO will coordinate the proper client staff participation when necessary.		√	Available	\$79/hour + exp.
Risk Management	Employer Liability	Obtain legal counsel for employment issues	EO will handle most HR legal issues internally with our experienced staff. When necessary, EO reaches out to relationships with existing legal counsel. If client requires legal representation for a matter, EO will provide several referrals for client selection.		√	Available	
Public School Academy	ESP, EMO, and Compliance Support	Regular visits on-site at school property, as determined or needed			√	Included	
Public School Academy	ESP, EMO, and Compliance Support	Monthly communication meetings	Tactical decisions and specific PSA issues are discussed and shared internally to review Best Practices response protocol for further implementation.		√	Included	
Public School Academy	ESP, EMO, and Compliance Support	Monthly board meeting attendance and reporting	EO prepares standard reports, including EO scorecards, significant trend issues major HR initiative status and fields questions from the Board.		√	Included	
Public School Academy	ESP, EMO, and Compliance Support	Ensure all personnel meet state and federal educational standards	EO ensures personnel are highly qualified through certification and transcripts for administrators, teachers, and paraprofessionals.		√	Included	
Public School Academy	ESP, EMO, and Compliance Support	Ongoing administrative communications	EO provides regular electronic communication with staff and clients on specific and general HR updates and client subject matter.	√		Included	

AREA OF SERVICE		SERVICE DESCRIPTION		RESPONSIBILITY			
CATEGORY	SUBCATEGORY	SERVICE	DETAILS	EO	SHARED	EO'S FEE	RATE

Available

The Services whether EO or Shared, can be performed (BUT MAY REQUIRE AN ADDITIONAL FEE) by EO team members on clients behalf in order to meet or exceed federal, State, or local jurisdictions, meeting the requirements in compliance with the rules and regulations as set forth. A clear discussion of any fees should be discussed internal and with the client in advance if possible.

AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT

This amendment to the INDEPENDENT CONTRACTOR AGREEMENT dated August 14, 2017 (the "Agreement") is made and entered into as of July 1, 2018 by and between Human Resource Experts 0227, Inc. ("HRE") a Michigan for-profit corporation whose mailing address is 13900 Lakeside Circle, Ste. 200, Sterling Heights, MI 48313, and telephone 586.997.3377 and Commonwealth Community Development Academy (the "Academy"), a body corporate and public school academy organized under the Revised School Code (the "Code"), and whose mailing address is 13477 Eureka, Detroit, MI 48212.

RECITALS

HRE and the Academy agree to amend the Agreement as follows:

1. The preamble shall be restated to include the following: Human Resource Experts 0227, Inc. was acquired by America's Back Office on February 1, 2018. Its new mailing address is 13900 Lakeside Circle, Ste. 200, Sterling Heights, MI 48313 and the telephone number is 586.997.3377.
2. Paragraph 4 of the Agreement "Term" shall be amended to include:


Term. This Agreement shall remain in effect from July 1, 2018 and continue for a period of twelve (12) months ending on June 30, 2019, unless sooner terminated as provided for in this Agreement.
3. The remainder of the Agreement shall remain in full force and effect during the Term.

IN WITNESS WHEREOF, HRE and the Academy have executed this AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT by their respective authorized representatives effective the date first stated above.

Human Resource Experts 0227, Inc.


By: David Otto
Its: CEO

Commonwealth Community Development
Academy


By: Angela Moore
Its: Superintendent

SECOND AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT

This second amendment to the INDEPENDENT CONTRACTOR AGREEMENT dated August 14, 2017 (the "Agreement") is made and entered into as of August 24, 2018 by and between Human Resource Experts 0227, Inc. ("HRE") a Michigan for-profit corporation whose mailing address is 13900 Lakeside Circle, Ste. 200, Sterling Heights, MI 48313, and telephone 586.997.3377 and Commonwealth Community Development Academy (the "Academy"), a body corporate and public school academy organized under the Revised School Code (the "Code"), and whose mailing address is 13477 Eureka, Detroit, MI 48212.

RECITALS

HRE and the Academy agree to amend the Agreement as follows:

1. Paragraph 4 of the Agreement "Term" shall be amended to include:

Term. This Agreement shall remain in effect from July 1, 2018 and continue for a period of fourteen (14) months ending on August 31, 2019, unless sooner terminated as provided for in this Agreement.

2. The remainder of the Agreement shall remain in full force and effect during the Term.

IN WITNESS WHEREOF, HRE and the Academy have executed this SECOND AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT by their respective authorized representatives effective the date first stated above.

Human Resource Experts 0227, Inc.



By: David Otto
Its: CEO

Commonwealth Community Development
Academy



By: Angela Moore
Its: Superintendent

CONTRACT SCHEDULE 6

Physical Plant Description

Greater Concord Missionary Baptist Church

4500 E. DAVISON
DETROIT, MI 48212-1788
891-6800

REV CULLIAN W. HILL B.R.E., D.D., D.H.L.
Pastor
REV. AARON C. HILL, B.S.
Associate Minister

December 4, 2010

OFFICER
Peter Shepherd, Jr.

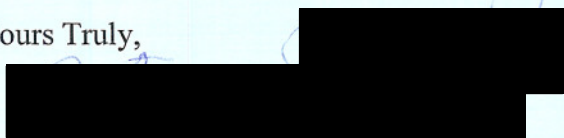
DEACONS IN TRAINING
Willis Abbs
Wallace Whitfield
Ottowia Hammer, IV

To the Board of Regents and Dr. Malverne Winborne, Director of Charter Schools of Eastern Michigan University:

This letter is to certify that Greater Concord Missionary Baptist Church located at 4500 East Davison, Detroit, Michigan 48212 convene on December 4th 2010 and voted to lease it's facilities to Commonwealth Community Development Academy for five years.

The lease commences July 1, 2011 through June 30, 2016.

Yours Truly,


Peter Shepherd Jr.
Deacon

Greater Concord Missionary Baptist Church

4500 E. DAVISON
DETROIT, MI 48212-1788
891-6800

REV CULLIAN W. HILL B.R.E., D.D., D.H.L
Pastor
REV. AARON C. HILL, B.S.
Associate Minister

OFFICER
Peter Shepherd, Jr.

DEACONS IN TRAINING
Willis Abbs
Wallace Whitfield
Ottowia Hammer, IV

December 4, 2010

To the Board of Regents and Dr. Malverne Winborne of Eastern Michigan University:

This letter is to certify that Greater Concord Missionary Baptist Church located at 4500 East Davison, Detroit, Michigan 48212 convene on December 4th 2010 and voted to lease it's ground lease to Commonwealth Community Development Academy for five years.

The lease commences July 1, 2011 through June 30, 2016 at the cost one hundred thousand dollars (100,000.00) for the five year ground lease to be paid over sixty months at the cost of one thousand six hundred sixty-six thousand and sixty seven cents per month (\$1,666.67).

Yours Truly,

Peter Shepherd Jr.
Deacon

GROUND SUBLEASE AGREEMENT

This GROUND SUBLEASE AGREEMENT (“the Sublease”), is made and entered into as of February 1, 2011, by and between Charter School Management Services LLC, a Michigan limited liability company, hereinafter referred to as “Lessor”, whose address is 3138 Cass Avenue, Detroit, MI 48201, Detroit, MI 48201 and Commonwealth Community Development Academy, a Michigan public school academy, hereinafter referred to as “Tenant”, whose address is 13504 Justine, Detroit, MI 48212.

WITNESSETH:

1. PREMISES AND MODULAR CLASSROOM PREVIOUSLY CONSTRUCTED: Lessor, for and in consideration of the covenants and agreements to be kept and performed by Tenant, does hereby lease to Tenant certain portions of vacant real property located at 13444 Justine in Detroit, Michigan as highlighted in yellow and crossed hatched on Exhibit “A” attached hereto together with any easements of record, and rights-of-way of record (hereinafter referred to as the “Premises”). It is understood and acknowledged by the parties that Tenant has heretofore taken steps to improve said Premises by having previously constructed on the Premises, without any right of contribution whatsoever by Lessor, two separate phases of prefabricated classroom modular units which are generally described as (a) three (3) existing prefabricated classroom modular’s as shown on Exhibit “A” (hereinafter collectively referred to as the “First Modular Classrooms”) and (b) the recently constructed 68 ft by 68 ft one story prefabricated classroom modular also depicted on Exhibit “A” as “PROPOSED BUILDING” (hereinafter the “Second Modular Classroom”). The First Modular Classrooms and the Second Modular Classroom shall both be permitted to remain attached to the Premises during the term of this Sublease as provided for in paragraph 2 below and the other provisions of this Sublease.

2. TERM: The term of this Sublease (hereinafter called the “Term”) shall be for a period commencing upon April 1, 2011 (hereinafter called the “Commencement Date) and expiring on March 31, 2016 (hereinafter called the “Expiration Date”). If the Tenant remains in possession of the Premises or any portion thereof after the expiration of the Term hereof without the express written consent of Landlord, such occupancy shall be deemed a tenancy from month to month.

3. RENT: The rent payable by Tenant during the Term of this Sublease shall be the aggregate sum of One Hundred Thousand and 00/100 (\$100,000.00) Dollars for the sixty (60) month term, payable in equal monthly installments in advance of One Thousand Six Hundred Sixty-Six and 67/100 (\$1,666.67) Dollars each, without demand; except that during the period from April 1, 2011 through August 31, 2011 (hereinafter referred to as the “Forbearance Period”) the Tenant shall be permitted, in its sole discretion, to postpone paying to the Lessor one or more of the monthly rental payments of One Thousand Six Hundred Sixty-Six and 67/100 (\$1,666.67) Dollars that becomes due each month during said Forbearance Period and then pay to Lessor no later than September 1, 2011 all accrued and unpaid rent that remains owing by Tenant to Lessor for the Forbearance Period. The postponement in payment of rent during the Forbearance Period as provide for in this paragraph 3 was requested by the Tenant, and agreed

to by Lessor, as a result of lack of available general operating funds by Tenant due to student enrollment levels and/or delayed payments from the State of Michigan. Tenant shall pay all rental and other sums, if any, payable by Tenant to Lessor pursuant to the terms hereof to Lessor at Lessor's address hereinafter set forth.

4. GRANT OF SECURITY INTEREST: This Sublease is hereby deemed to be as well a security agreement and creates a security interest in the First Modular Classrooms and Second Modular Classroom described in paragraph 1 above in favor of Lessor. To secure the payment and performance of all financial obligations of Tenant under the terms and conditions of the Lease, Tenant hereby grants and pledges to Lessor all of Tenant's right, title and interest in First Modular Classrooms and Second Modular Classroom and all proceeds thereof (collectively the "Collateral"). Lessor shall be entitled to assign the security interest in the First Modular Classrooms and Second Modular Classroom it has received from Commonwealth Community Development Academy under this Sublease.

In the Event of Default as described in this Sublease, Tenant agrees that Lessor shall have all rights and remedies contemplated hereunder and under the Uniform Commercial Code ("UCC"), including the right to take possession of the Collateral, and for this purpose Lessor shall have the right to enter upon the Premises on which any or all of the Collateral is situated without being deemed guilty of trespass and without liability for damages thereby occasioned, and take possession of the Collateral. Tenant authorizes Lessor to file financing statements covering the Collateral and the proceeds of the Collateral. This paragraph 4 shall survive the expiration or termination of the Sublease.

5. USE AND OCCUPANCY: Tenant will use and occupy the Premises for school related purposes as a charter school, and that the Tenant will not use the Premises for any purpose in violation of any law, municipal ordinance or regulation. Tenant shall, at its own expense, promptly comply with all laws, orders, regulations or ordinances of all municipal, county, state and federal authorities affecting the Premises, including the First Modular Classrooms and Second Modular Classroom, and the cleanliness, safety, occupation and use of the same.

6. CARE AND REPAIR OF PREMISES: Tenant shall be obligated to keep and maintain the Premises and the First Modular Classrooms and Second Modular Classroom constructed thereon in good condition during the Term, which maintenance and repair shall be performed at Tenant's expense. Upon expiration of the Term, Tenant shall return the Premises to Lessor in a condition existing prior to the First Modular Classrooms and Second Modular Classroom being installed and attached to the Premises (i.e.: remove pilings and utilities connections, and replant grass and shrubberies), reasonable and normal wear and tear excepted. Notwithstanding anything to the contrary contained herein, Tenant's furniture, trade fixtures, equipment, signs and any other personal property, all of which shall remain the sole property of Tenant, shall be removable by Tenant at the time of termination of the Sublease but remain subject to the security interest granted to Lessor in paragraph 4 above.

7. ALTERATIONS ADDITIONS OR IMPROVEMENTS: Except for the First Modular Classrooms and Second Modular Classroom provided for in paragraph 1 above, Tenant will not, without first obtaining the written consent of Lessor, make any alterations, additions or improvements in, to or about the Premises.

8. UTILITIES: EXPENSES: TAXES: Tenant covenants and agrees that from and after the commencement date of the Term hereof, Tenant shall pay all charges for utility services provided to the Premises, including but not limited to charges for sewer, water, electricity, telephone, gas, heat, garbage, or other service of any kind to the Premises, including, but not by limitation, janitorial cleaning services for the Premises. Tenant shall pay before delinquency all municipal, county or state taxes, assessments or other charges levied, assessed or charged during the Term of the Sublease against any leasehold interest or improvements or personal property of any kind regarding the Premises.

9. CONDITION OF PREMISES: The Tenant has examined the Premises, and knows the condition thereof, and the Tenant hereby agrees to lease the Premises on an “AS IS BASIS.”

10. INDEMNIFICATION: To the greatest extent permitted by law, Tenant agrees to indemnify and hold the Lessor harmless from and against any and all claims or damages that may arise out of or result from Tenant’s use and occupancy of the Premises, including, but not limited to, any claim of third parties or any employees, invitees, or licensees of the Tenant; the Tenant shall not have a duty to indemnify Lessor for injury to person or damage to property caused by the sole negligence of the Lessor.

11. INSURANCE: Tenant shall at all times keep in full force and effect, at its sole expense, comprehensive public liability and property damage insurance with respect to the Premises and First Modular Classrooms and Second Modular Classroom thereon with contractual liability endorsement in which limits of liability shall not be less than One Million (\$1,000,000.00) Dollars single combined coverage for public liability and with property damage liability limits of not less than Five Hundred Thousand (\$500,000.00) Dollars.

Tenant, during the term hereof, shall also procure and keep in full force and effect during the term hereof, insurance coverage against loss or damage by fire, windstorm, hail, and other risks as are from time to time included in all Risk Insurance Policy insuring the First Modular Classrooms and Second Modular Classroom and any other buildings erected upon the Premises in full insurable value thereof in an amount not less than one hundred percent (100%) of the full replacement value thereof, naming Lessor as additional insured, as its interest may appear. In the event of loss or damage by fire or other casualty, Tenant shall repair such damage and restore the First Modular Classrooms and Second Modular Classroom and buildings erected on the Premises so damaged that the same is in good condition as prior to such damage or destruction. The insurance proceeds shall be received by Tenant from the insurance carrier and made available by it for proper completion of repairs or restoration. Tenant shall remain responsible for payment of taxes, assessments, insurance, and all other sums due under this Sublease during performance of the repair and restoration work hereunder.

Lessor shall be named as an additional insured under all such insurance policies and a current certificate evidencing such coverage and any renewals thereof shall be furnished to Lessor. In addition, such insurance policies shall contain a provision that the insurer will not cancel or change the insurance without giving Lessor thirty (30) days prior written notice.

12. ASSIGNMENT OF SUBLEASE: Tenant shall not assign this Sublease, in whole or in part, and will not sublet any portion of the Premises to any party without first

obtaining the written consent of Lessor, which consent shall not be unreasonably withheld.

13. EMINENT DOMAIN: If the Premises are taken in whole or in substantial part for public purposes under the power of eminent domain, or are voluntarily conveyed for a public purpose for which they might be so taken, then this Lease and the rents hereunder shall cease as of the day that possession is required. Lessor shall be entitled to receive the total condemnation award for the taking of the Premises, except Tenant shall be entitled to any award for removal and relocation expenses, Tenant's loss of business, and fixtures paid by Tenant. Lessor and Tenant shall each seek their own award and pay their own expenses in connection therewith. If only a portion of the property is taken, Tenant shall have the option of continuing on the remaining portion through the lease term.

14. BREACH: INSOLVENCY: RE-ENTRY: If any rent payable by Tenant to Lessor shall be and remain unpaid for more than seven (7) days after written notice from Lessor to Tenant that the same is due and payable, or if Tenant shall violate or default in the performance of any of the other terms, provisions, covenants, agreements, rules or conditions herein, and such violation or default shall continue for a period of thirty (30) days after written notice of such default, or if Tenant shall permit this Sublease to be taken under any writ of execution, or shall abandon the Premises, then, in addition to and not as a limitation on or in lieu of such other or additional remedies as may be available to Lessor by law, Lessor shall have the right to declare this Sublease forfeited and the term ended, or to re-enter the Premises and to remove all persons and chattels therefrom, or to exercise all such remedies or any other remedies permitted by law. In the event of such re-entry by Lessor without declaration of forfeiture, the liability of Tenant for the rent provided herein shall not be relinquished or extinguished for the balance of the Term of the Sublease, and any rentals prepaid may be retained by Lessor and applied against the costs of such re-entry.

15. CONSTRUCTION LIENS: In the event construction lien(s) shall be filed against the Premises or Tenant's interest as a result of work undertaken by Tenant including but not limited to construction of the First Modular Classrooms and Second Modular Classroom, Tenant shall within thirty (30) days after receipt of notice discharge such lien(s) by payment of the indebtedness or by filing a bond (as provided by statute) as security therefore.

16. NOTICES: Any notice by either party to the other will be in writing and will be deemed to have been duly given only if delivered personally or sent by registered or certified mail in an addressed postpaid envelope; if to Tenant, at the address set forth above; if to Lessor, at Lessor's address as set forth above; or, to either, at such other address as Tenant or Lessor, respectively, may designate in writing. Notice will be deemed to have been duly given, if delivered personally, on delivery, and if mailed, on the fifth day after the mailing of the notice.

17. RIGHT OF ENTRY: Lessor or its agents shall have the right to enter the Premises at all reasonable times upon advance notice to examine it, to show it to prospective lenders, purchasers or lessees, or to make repairs, alterations, improvements or additions as Lessor may deem necessary or desirable. During the six (6) months prior to the expiration of the Term of this Sublease, Lessor may place upon the Premises the usual notice to lease or a for sale sign.

18. PEACEFUL ENJOYMENT: Lessor covenants that if, and so long as Tenant

pays the rent, and any additional rent as here provided, and performs the covenants of this Sublease, Tenant will peaceably and quietly have, hold and enjoy the Premises for the term here mentioned, subject to the provisions of this Sublease.

19. SECURITY DEPOSIT: Tenant will deposit with Lessor on the signing of this lease the sum of \$ 0 as security for the performance of Tenant's obligations under this Sublease. If Lessor applies any part of the deposit to cure any default of Tenant, Tenant will on demand deposit with Lessor the amount so applied so that Lessor will have the full deposit on hand at all times during the term of this lease.

20. EARLY TERMINATION: (a) If for any reason the contract to charter a public school academy entered into between Commonwealth Community Development Academy and the Board of Regents for Eastern Michigan University is revoked or terminated (hereinafter referred to as "Charter Termination") during the term of this Sublease, then this Sublease shall also automatically terminate as of the date of the Charter Termination, but Tenant must pay at the time of the Charter Termination all rents that have accrued and remain unpaid, including, but not limited to, any unpaid rent provided for under paragraph 3 above.

(b) In addition, Tenant reserves the right to terminate the Lease at anytime by giving Lessor six (6) months advance written notice of its intention to terminate the Lease early, but Tenant must pay by the time of the proposed date of termination contained in the written notice all rents that have accrued and remain unpaid, including, but not limited to, any unpaid rent provided for under paragraph 3 above.

21. CUMULATIVE RIGHTS. It is agreed that each and every rights, remedies and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other said rights, remedies and benefits or of any other rights, remedies and benefits allowed by law.

22. REAL ESTATE BROKERS: Each party hereto represents that it has had no dealings with any real estate broker, finder or other person with respect to this Sublease. Each party hereto shall indemnify and hold the other party harmless from all damages resulting from any claims which may be asserted against the other party by any broker, finder or other person with whom the other party has or purportedly has dealt.

23. NO JOINT VENTURE: Neither the terms, provisions or conditions of the foregoing Lease shall be construed as creating or constituting the Lessor as a co-partner or joint venture with the Tenant, nor shall same be construed in any manner as making either party hereto liable for the debts, defaults, obligations or lawsuits of the other.

24. SIGNAGE: Tenant may erect a sign (conforming to and maintained in accordance with applicable law) on the side of the building for the sole purpose of advertising its business, but the location and size of such a sign must first be approved in writing by the Lessor.

25. PARTIAL INVALIDITY: If any term, covenant or condition of this Sublease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Sublease, or the application of the term, covenant, or condition to person or circumstances other than those as to which it is held invalid or unenforceable, shall not be effected thereby, and each term, covenant or condition of this

Sublease shall be valid and be enforced to the fullest extent permitted by law.

26. WAIVER: One or more waivers of any covenant or condition by the Lessor shall not be construed as a waiver or a further breach of the same covenant or condition.

27. GOVERNING LAW: The validity, interpretation, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Michigan.

28. DISPUTE RESOLUTION PROCEDURE: In the event of any dispute or claim arising out of or relating to this Agreement or the breach thereof, the parties agree to make a good faith effort to resolve said matter. In the event that the parties have not resolved the dispute set forth above within a thirty (30) day period, the parties agree to the appointment of an arbitrator under the rules of the American Arbitration Association whose decision shall be final and binding and may be certified to any court of competent jurisdiction for the entry of a judgment. The prevailing party in the arbitration shall be awarded the costs of the arbitration thereby resulting in the losing party paying the arbitrator's fees.

29. AMENDMENTS: No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing and signed by both the Lessor and the Tenant.

30. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof All prior agreements, representations, and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

IN WITNESS WHEREOF, the parties hereto have caused this Sublease to be duly executed by their respective duly authorized representative effective as of the day and year first written above.

[Intentionally left Blank; signature page to follow.]

LESSOR:


CHARTER SCHOOL MANAGEMENT SERVICES LLC,
a Michigan limited liability company

By:  _____

Its: MUBCO

TENANT:

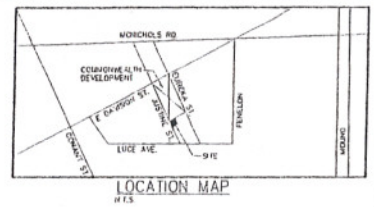
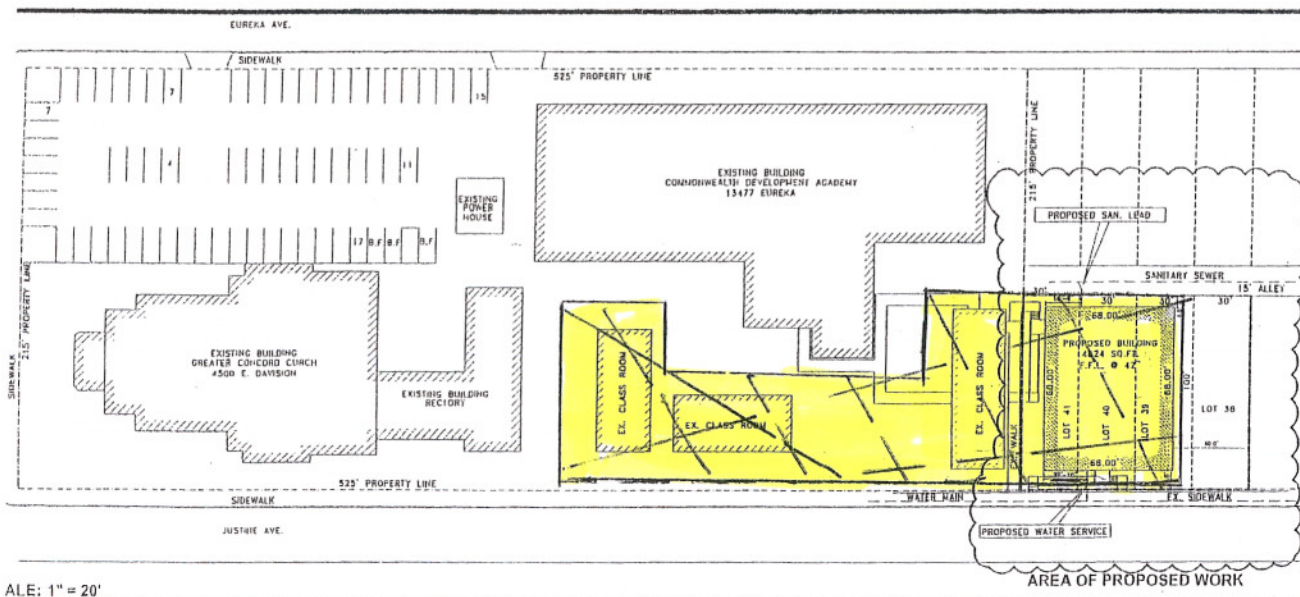
COMMONWEALTH COMMUNITY DEVELOPMENT ACADEMY
a Michigan public school academy

By:  _____

Its: President of the Board

EXHIBIT "A"

GROUND LEASE PREMISES HIGHLIGHTED IN YELLOW



PARKING CALCULATIONS:
 ONE SPACE PER EACH EMPLOYEE (TEACHER)
 NUMBER OF TEACHERS = 23
 ONE SPACE PER TWO CLASSROOMS
 NUMBER OF CLASSROOMS = 19
 TOTAL REQUIRED SPACES = 23 + 10 = 33 SPACES
 TOTAL PROVIDED SPACES = 61 SPACES

BARRIER FREE SPACES
 61 SPACES REQUIRE THREE SPACES
 THREE BARRIER FREE SPACES ARE PROVIDED

ENGINEERING SERVICES, INC.
 CONSULTING ENGINEERS
 11111 WOODBURN BLVD. SUITE 100
 WOODBURN, CA 94097
 (734) 525-7330
 LICENSE # 42141 - CIVIL
 LICENSE # 42142 - MECHANICAL
 LICENSE # 42143 - ELECTRICAL
 LICENSE # 42144 - SURVEYING

NOTE:
 ENGINEERING SERVICES, INC., ITS OTHER DESIGNERS, ENGINEERS AND STAFF ARE NOT LIABLE OR RESPONSIBLE FOR THE FAILURE OF CONSTRUCTION AND THE OBLIGATION TO PERFORM AND EXECUTE THE PROPOSED PROJECT IS ACCORDING WITH THE PLANS AND THE LATEST CODES AND STANDARD SPECIFICATIONS.

CONSULTANTS

BEFORE YOU DIG CALL MISS DIG
 1-800-482-7171
 LOCAL PHONE: [Icon]

I hereby certify that this plan and specification was prepared by me or under my direct supervision and that I am a duly registered Professional Engineer under the laws of the State of Michigan by my name and seal.

PROJECT:
 ADDITIONAL CLASSROOMS FOR COMMONWEALTH DEVELOPMENT ACADEMY

ADDRESS:

SCALE: 1" = 20'

AGREEMENT OF GROUND LEASE

This AGREEMENT OF GROUND LEASE ("the Lease"), is made and entered into as of February 1, 2011, by and between Greater Concord Missionary Baptist Church, a Michigan ecclesiastical corporation, hereinafter referred to as "Landlord", whose address is 4500 East Davison, Detroit, MI 48212, and Charter School Management Services LLC, a Michigan limited liability company, hereinafter referred to as "Tenant," whose address is 3138 Cass Avenue, Detroit, MI 48201, Detroit, MI 48201.

WITNESSETH:

1. PREMISES AND MODULAR CLASSROOMS PREVIOUSLY CONSTRUCTED BY PARTIES OTHER THAN LANDLORD: Landlord, for and in consideration of the covenants and agreements to be kept and performed by Tenant, does hereby lease to Tenant certain portions of vacant real property located at 13444 Justine in Detroit, Michigan as highlighted in yellow and cross hatched on Exhibit "A" attached hereto together with any easements of record, and rights-of-way of record (hereinafter referred to as the "Premises"). It is understood and agreed by the parties that Tenant has heretofore taken steps to improve said Premises by having previously constructed on the Premises, without any right of contribution whatsoever by Landlord, two separate phases of prefabricated classroom modular units which are generally described as (a) three (3) existing prefabricated classroom modular's as shown on Exhibit "A" (hereinafter collectively referred to as the "First Modular Classrooms") and (b) the recently constructed 68 ft by 68 ft one story prefabricated classroom modular also depicted on Exhibit "A" as "PROPOSED BUILDING" (hereinafter the "Second Modular Classroom"). The First Modular Classrooms and the Second Modular Classroom shall both be permitted to remain attached to the Premises during the term of this Lease as provided for in paragraph 2 below and in the other provisions of this Lease.

2. TERM: The term of this Lease (hereinafter called the "Term") shall be for a period commencing upon April 1, 2011 (hereinafter called the "Commencement Date) and expiring on March 31, 2016 (hereinafter called the "Expiration Date"). If the Tenant remains in possession of the Premises or any portion thereof after the expiration of the Term hereof without the express written consent of Landlord, such occupancy shall be deemed a tenancy from month to month.

3. RENT: The rent payable by Tenant during the Term of this Lease shall be the aggregate sum of One Hundred Thousand and 00/100 (\$100,000.00) Dollars for the sixty (60) month term, payable in equal monthly installments in advance of One Thousand Six Hundred Sixty-Six and 67/100 (\$1,666.67) Dollars each, without demand; except that during the period from April 1, 2011 through August 31, 2011 (hereinafter referred to as the "Forbearance Period") the Tenant shall be permitted, in its sole discretion, to postpone paying to the Landlord one or more of the monthly rental payments of One Thousand Six Hundred Sixty-Six and 67/100

(\$1,666.67) Dollars that becomes due each month during said Forbearance Period and then pay to Landlord no later than September 1, 2011 all accrued and unpaid rent that remains owing by Tenant to Landlord for the Forbearance Period. The postponement in payment of rent during the Forbearance Period as provide for in this paragraph 3 was requested by Commonwealth Community Development Academy, the Tenant's Subtenant (hereinafter referred to either as "Subtenant" or Commonwealth Community Development Academy), and agreed to by Landlord, as a result of lack of available general operating funds by Subtenant due to student enrollment levels and/or delayed payments from the State of Michigan. Tenant shall pay all rental and other sums, if any, payable by Tenant to Landlord pursuant to the terms hereof to Landlord at Landlord's address hereinafter set forth. Landlord expressly understands and agrees that no payment from Tenant for rent or other items due under this Lease will be paid by Tenant until such time as Tenant has received payment for the same from the Subtenant.

4. GRANT OF SECURITY INTEREST: This Lease is hereby deemed to be as well a security agreement and creates a security interest in the First Modular Classrooms and Second Modular Classroom described in paragraph 1 above in favor of Landlord. To secure the payment and performance of all financial obligations of Tenant under the terms and conditions of the Lease, Tenant hereby grants and pledges to Landlord all of Tenant's right, title and interest in First Modular Classrooms and Second Modular Classroom and all proceeds thereof (collectively the "Collateral"). To effectuate this grant of security interest, Tenant shall be entitled to assign the security interest in the First Modular Classrooms and Second Modular Classroom it has received from Commonwealth Community Development Academy under a Ground Sublease Agreement dated as the same date as this Lease.

In the Event of Default as described in this Lease, Tenant agrees that Landlord shall have all rights and remedies contemplated hereunder and under the Uniform Commercial Code ("UCC"), including the right to take possession of the Collateral, and for this purpose Landlord shall have the right to enter upon the Premises on which any or all of the Collateral is situated without being deemed guilty of trespass and without liability for damages thereby occasioned, and take possession of the Collateral. Tenant authorizes Landlord to file financing statements covering the Collateral and the proceeds of the Collateral. This paragraph 4 shall survive the expiration or termination of the Lease.

5. USE AND OCCUPANCY: Tenant, or its Subtenant, will use and occupy the Premises for school related purposes as a charter school, and that the Tenant will not use the Premises for any purpose in violation of any law, municipal ordinance or regulation. Tenant or its Subtenant shall, at its own expense, promptly comply with all laws, orders, regulations or ordinances of all municipal, county, state and federal authorities affecting the Premises, including the First Modular Classrooms and Second Modular Classroom, and the cleanliness, safety, occupation and use of the same.

6. CARE AND REPAIR OF PREMISES: Tenant shall be obligated to keep and maintain the Premises and the First Modular Classrooms and Second Modular Classroom constructed thereon in good condition during the Term, which maintenance and repair shall be performed at Tenant's expense, subject to initial performance or payment by its Subtenant. Upon expiration of the Term, and conditioned upon Subtenant performing or paying for same, Tenant

shall return the Premises to Landlord in a condition existing prior to the First Modular Classrooms and Second Modular Classroom being installed and attached to the Premises (i.e.: remove pilings and utilities connections, and replant grass and shrubberies), reasonable and normal wear and tear excepted. Notwithstanding anything to the contrary contained herein, Tenant's furniture, trade fixtures, equipment, signs and any other personal property, all of which shall remain the sole property of Tenant, shall be removable by Tenant at the time of termination of the Lease but remain subject to the security interest granted to Landlord in paragraph 4 above.

7. ALTERATIONS. ADDITIONS OR IMPROVEMENTS: Except for the First Modular Classrooms and Second Modular Classroom provided for in paragraph 1 above, Tenant will not, without first obtaining the written consent of Landlord, make any alterations, additions or improvements in, to or about the Premises.

8. UTILITIES: EXPENSES: TAXES: Tenant covenants and agrees that from and after the commencement date of the Term hereof, Tenant, conditioned upon it Subtenant performing or paying for same, shall pay all charges for utility services provided to the Premises, including but not limited to charges for sewer, water, electricity, telephone, gas, heat, garbage, or other service of any kind to the Premises, including, but not by limitation, janitorial cleaning services for the Premises. Tenant or the Subtenant shall pay before delinquency all municipal, county or state taxes, assessments or other charges levied, assessed or charged during the Term of the Lease against any leasehold interest or improvements or personal property of any kind regarding the Premises.

9. CONDITION OF PREMISES: The Tenant has examined the Premises, and knows the condition thereof, and the Tenant hereby agrees to lease the Premises on an **"AS IS BASIS."**

10. INDEMNIFICATION: To the greatest extent permitted by law, and conditioned upon Subtenant first indemnifying Tenant for such claim or damage, Tenant agrees to indemnify and hold the Landlord harmless from and against any and all claims or damages that may arise out of or result from Tenant's use and occupancy of the Premises, including, but not limited to, any claim of third parties or any employees, invitees, or licensees of the Tenant; the Tenant shall not have a duty to indemnify Landlord for injury to person or damage to property caused by the sole negligence of the Landlord.

11. INSURANCE: Tenant or its Subtenant shall at all times keep in full force and effect, at its sole expense, comprehensive public liability and property damage insurance with respect to the Premises and First Modular Classrooms and Second Modular Classroom thereon with contractual liability endorsement in which limits of liability shall not be less than One Million (\$1,000,000.00) Dollars single combined coverage for public liability and with property damage liability limits of not less than Five Hundred Thousand (\$500,000.00) Dollars.

Tenant or its Subtenant, during the term hereof, shall also procure and keep in full force and effect during the term hereof, insurance coverage against loss or damage by fire, windstorm, hail, and other risks as are from time to time included in all Risk Insurance Policy insuring the First Modular Classrooms and Second Modular Classroom and other buildings erected upon the

Premises in full insurable value thereof arid in an amount not less than eighty percent (80%) of the full replacement value thereof, naming Landlord as additional insured, as its interest may appear. In the event of loss or damage by fire or other casualty, Tenant or its Subtenant shall repair such damage and restore the First Modular Classrooms and Second Modular Classroom and buildings erected on the Premises so damaged that the same is in good condition as prior to such damage or destruction. The insurance proceeds shall be received by Tenant or its Subtenant from the insurance carrier and made available for proper completion of repairs or restoration. Tenant or its Subtenant shall remain responsible for payment of taxes, assessments, insurance, and all other sums due under this Lease during performance of the repair and restoration work hereunder. Tenant may satisfy this insurance requirement by a policy procured by the Subtenant.

Landlord shall be named as an additional insured under all such insurance policies and a current certificate evidencing such coverage and any renewals thereof shall be furnished to Landlord. In addition, such insurance policies shall contain a provision that the insurer will not cancel or change the insurance without giving Landlord thirty (30) days prior written notice.

12. ASSIGNMENT OF LEASE: Tenant shall not assign this Lease, in whole or in part, and will not sublet any portion of the Premises to any party without first obtaining the written consent of Landlord, which consent shall not be unreasonably withheld. Notwithstanding anything to the contrary contained herein, the Tenant shall have the right to sublease the Premises to Commonwealth Community Development Academy (referred elsewhere in this Lease as "Subtenant") without Landlord's consent, provided, however, that notwithstanding any such subletting, Tenant shall not be released from, and shall perform, all obligations provided elsewhere in this Lease conditioned upon Subtenant accepting primary responsibility for performance of such obligation..

13. EMINENT DOMAIN: If the Premises are taken in whole or in substantial part for public purposes under the power of eminent domain, or are voluntarily conveyed for a public purpose for which they might be so taken, then this Lease and the rents hereunder shall cease as of the day that possession is required. Landlord shall be entitled to receive the total condemnation award for the taking of the Premises, except Tenant shall be entitled to any award for removal and relocation expenses, Tenant's loss of business, and fixtures paid by Tenant. Landlord and Tenant shall each seek their own award and pay their own expenses in connection therewith. If only a portion of the property is taken, Tenant shall have the option of continuing on the remaining portion through the lease term.

14. BREACH; INSOLVENCY; RE-ENTRY: If any rent payable by Tenant to Landlord shall be and remain unpaid for more than seven (7) days after written notice from Landlord to Tenant that the same is due and payable, or if Tenant shall violate or default in the performance of any of the other terms, provisions, covenants, agreements, rules or conditions herein, and such violation or default shall continue for a period of thirty (30) days after written notice of such default, or if Tenant shall permit this Lease to be taken under any writ of execution, or shall abandon the Premises, then, in addition to and not as a limitation on or in lieu of such other or additional remedies as may be available to Landlord by law, Landlord shall have the right to declare this Lease forfeited and the term ended, or to re-enter the Premises and to remove all persons and chattels there from, or to exercise all such remedies or any other

remedies permitted by law. In the event of such re-entry by Landlord without declaration of forfeiture, the liability of Tenant for the rent provided herein shall not be relinquished or extinguished for the balance of the Term of the Lease, but such liability shall be conditioned upon Subtenant having primary responsibility for same, and any rentals prepaid may be retained by Landlord and applied against the costs of such re-entry.

15. CONSTRUCTION LIENS: In the event construction lien(s) shall be filed against the Premises or Tenant's interest as a result of work undertaken by Tenant including but not limited to construction of the First Modular Classrooms and Second Modular Classroom, Tenant shall within thirty (30) days after receipt of notice discharge such lien(s) by payment of the indebtedness or by filing a bond (as provided by statute) as security therefore.

16. NOTICES: Any notice by either party to the other will be in writing and will be deemed to have been duly given only if delivered personally or sent by registered or certified mail in an addressed postpaid envelope; if to Tenant, at the address set forth above; if to Landlord, at Landlord's address as set forth above; or, to either, at such other address as Tenant or Landlord, respectively, may designate in writing. Notice will be deemed to have been duly given, if delivered personally, on delivery, and if mailed, on the fifth day after the mailing of the notice.

17. RIGHT OF ENTRY: Landlord or its agents shall have the right to enter the Premises at all reasonable times upon advance notice to examine it, to show it to prospective lenders, purchasers or lessees, or to make repairs, alterations, improvements or additions as Landlord may deem necessary or desirable. During the six (6) months prior to the expiration of the Term of this Lease, Landlord may place upon the Premises the usual notice to lease or a for sale sign.

18. PEACEFUL ENJOYMENT: Landlord covenants that if, and so long as Tenant pays the rent, and any additional rent as here provided, and performs the covenants of this lease, Tenant will peaceably and quietly have, hold and enjoy the Premises for the term here mentioned, subject to the provisions of this Lease.

19. SECURITY DEPOSIT: Tenant will deposit with Landlord on the signing of this lease the sum of \$ 0 as security for the performance of Tenant's obligations under this lease. If Landlord applies any part of the deposit to cure any default of Tenant, Tenant will on demand deposit with Landlord the amount so applied so that Landlord will have the full deposit on hand at all times during the term of this lease.

20. EARLY TERMINATION:

(a) If for any reason the contract to charter a public school academy entered into between Commonwealth Community Development Academy and the Board of Regents for Eastern Michigan University is revoked or terminated (hereinafter referred to as "Charter Termination") during the term of this Lease, then this Lease shall also automatically terminate as of the date of the Charter Termination, but Tenant must pay, conditioned upon Subtenant first paying Tenant for same, at the time of the Charter Termination all rents that have accrued and remain unpaid, including, but not limited to, any unpaid rent provided for under paragraph 3

above.

(b) In addition, Tenant reserves the right to terminate the Lease at anytime by giving Landlord six (6) months advance written notice of its intention to terminate the Lease early, but Tenant must pay by the time of the proposed date of termination contained in the written notice all rents that have accrued and remain unpaid, including, but not limited to, any unpaid rent provided for under paragraph 3 above.

21. CUMULATIVE RIGHTS: It is agreed that each and every rights, remedies and benefits provided by this Lease shall be cumulative and shall not be exclusive of any other said rights, remedies and benefits or of any other rights, remedies and benefits allowed by law.

22... REAL ESTATE BROKERS: Each party hereto represents that it has had no dealings with any real estate broker, finder or other person with respect to this Lease. Each party hereto shall indemnify and hold the other party harmless from all damages resulting from any claims which may be asserted against the other party by any broker, finder or other person with whom the other party has or purportedly has dealt.

23. NO JOINT VENTURE: Neither the terms, provisions or conditions of the foregoing Lease shall be construed as creating or constituting the Landlord as a co-partner or joint venture with the Tenant, nor shall same be construed in any manner as making either party hereto liable for the debts, defaults, obligations or lawsuits of the other.

24. SIGNAGE: Tenant may erect a sign (conforming to and maintained in accordance with applicable law) on the side of the First Modular Classrooms and Second Modular Classroom for the sole purpose of advertising its business, but the location and size of such a sign must first be approved in writing by the Landlord.

25. PARTIAL INVALIDITY: If any term, covenant or condition of this Lease or the application thereof to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of the term, covenant, or condition to person or circumstances other than those as to which it is held invalid or unenforceable, shall not be effected thereby, and each term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law.

26. WAIVER: One or more waivers of any covenant or condition by the Landlord shall not be construed as a waiver or a further breach of the same covenant or condition.

27. GOVERNING LAW: The validity, interpretation, and performance of this Agreement shall be governed and construed in accordance with the laws of the State of Michigan.

28. DISPUTE RESOLUTION PROCEDURE: In the event of any dispute or claim arising out of or relating to this Agreement or the breach thereof, the parties agree to make a good faith effort to resolve said matter. In the event that the parties have not resolved the dispute set forth above within a thirty (30) day period, the parties agree to the appointment of an

arbitrator under the rules of the American Arbitration Association whose decision shall be final and binding and may be certified to any court of competent jurisdiction for the entry of a judgment. The prevailing party in the arbitration shall be awarded the costs of the arbitration thereby resulting in the losing party paying the arbitrator's fees.


29. AMENDMENTS: No addition to or modification of any provision contained in this Agreement shall be effective unless fully set forth in writing and signed by both the Landlord and the Tenant.

30. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

IN WITNESS WHEREOF, the parties hereto have caused this Lease to be duly executed by their respective duly authorized representative effective as of the day and year first written above.

LANDLORD:


GREATER CONCORD MISSIONARY BAPTIST CHURCH,
a Michigan ecclesiastical corporation

By:  _____

Its: Officer _____

TENANT:

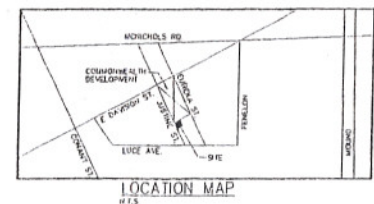
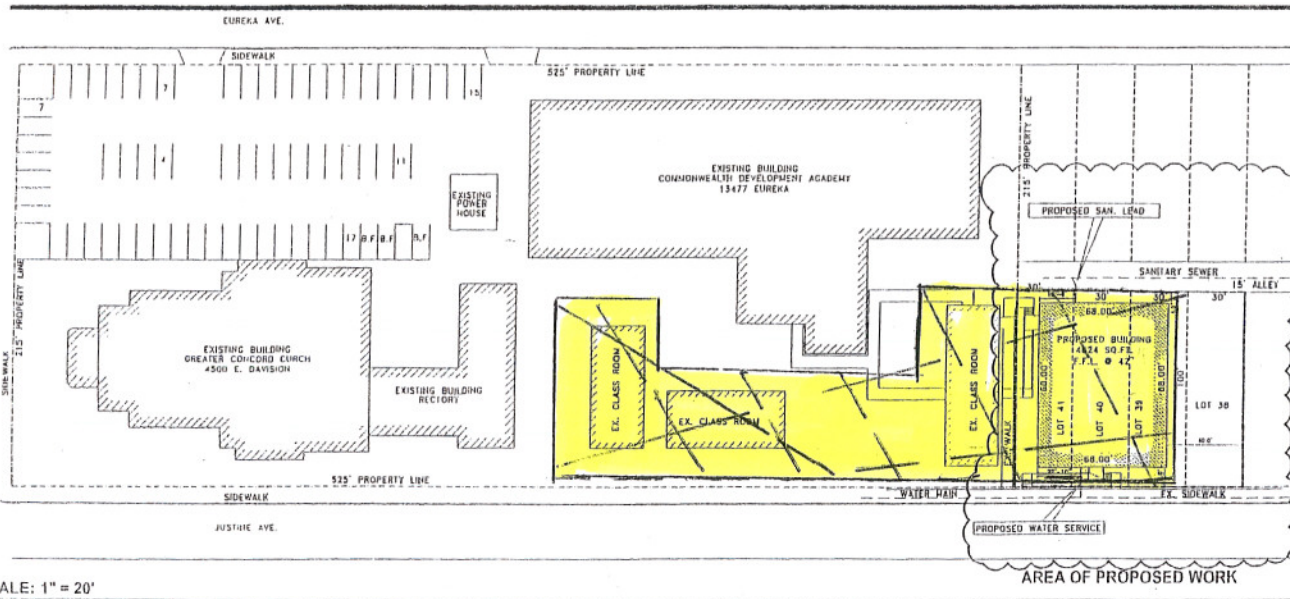
CHARTER SCHOOL MANAGEMENT SERVICES LLC,
a Michigan limited liability company

By:  _____

Its: M. Mena _____

EXHIBIT "A"

GROUND LEASE PREMISES HIGHLIGHTED IN YELLOW



PARKING CALCULATIONS:
 ONE SPACE PER EACH EMPLOYEE (TEACHER)
 NUMBER OF TEACHERS = 23
 ONE SPACE PER TWO CLASSROOMS
 NUMBER OF CLASSROOMS = 19
 TOTAL REQUIRED SPACES = 23 + 10 = 33 SPACES
 TOTAL PROVIDED SPACES = 61 SPACES

BARRIER FREE SPACES
 61 SPACES REQUIRE THREE SPACES
 THREE BARRIER FREE SPACES ARE PROVIDED

ENGINEERING SERVICES, INC.
 CONSULTING ENGINEERS
 17341 EUREKA BL. SUITE 100
 EUREKA, CALIFORNIA 94501
 (734) 525-7330
 LICENSED PROFESSIONAL ENGINEER
 NO. 41821

NOTE:
 ENGINEERING SERVICES, INC. IS AN EQUAL OPPORTUNITY EMPLOYER AND IS NOT LIABLE OR RESPONSIBLE FOR THE FAILURE OF CONTRACTORS AND THE OWNER TO PERFORM AND EXECUTE THE PROPOSED PROJECT IN ACCORD WITH THE PLANS AND THE LATEST CODES AND STANDARD SPECIFICATIONS.

CONSULTANTS

BEFORE YOU DIG CALL MISS DIG
 1-800-462-7171

I hereby certify that this plan and specification was prepared by me or under my direct supervision and that I am a duly registered Engineer or Engineer under the Laws of the State of Michigan by my No. 41821.

PROJECT:
 ADDITIONAL CLASSROOMS FOR COMMONWEALTH DEVELOPMENT ACADEMY

ADDRESS:

SCALE: 1" = 20'

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (hereinafter referred to as "Amendment") effective as of February 1, 2011, by and between Greater Concord Baptist Church, a Michigan ecclesiastical corporation, with offices at 4500 East Davison, Detroit, Michigan, 48212 (the "Landlord") and Charter School Management Services LLC, a Michigan limited liability company, with offices at 3138 Cass Avenue, Detroit, Michigan, 48201 (the "Tenant").

RECITALS

A. Landlord and Tenant entered into a certain lease Agreement dated November 1, 2004 (the "Lease") covering certain premises located at 13477 Eureka, Detroit, Michigan 48212 and 10731-37 West McNichols, Detroit, Michigan (collectively referred to as the "Premises").

B. Landlord and Tenant amended the Lease by First Amendment to Lease Agreement dated November 1, 2005.

C. Landlord and Tenant desire to further amend the Lease to extend the term of the Lease on the terms and conditions hereinafter set forth in this Second Amendment to Lease Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of each party to the other as hereinafter set forth, the Landlord and Tenant do hereby mutually covenant and agree as follows:

1. Change and Extension of Term of Lease. The term of the Lease as provided for in paragraph 3 of the Lease is changed and extended from April 1, 2011 through March 31, 2016 (hereinafter referred to as "Second Extended Term").

2. Rent. The Second Extended Term provided for in the preceding paragraph shall

be upon the same terms, conditions and covenants of the lease, and the parties hereto ratify and confirm the Lease, except the rent to be paid by Tenant to Landlord for the Premises during the Second Extended Term shall be as follows:

(a) Between the months of April 1, 2011 through October 31, 2011 Tenant shall pay to Landlord in rent on a monthly basis in advance the aggregate amount of \$28,406.18, which the parties agree consist of base rent of \$18,406.18 for the Premises but expressly excluding the modular classroom (which is covered by a separate lease) together with estimated utilities charges of \$10,000.00 for the Premises and Classroom Modular but excluding the utilities at 10731-37 West McNichols, Detroit, MI (which are separately metered and which the Tenant will pay directly to the utility company);

(b) In consideration of the escalating charges for utilities for the Premises and Classroom Modular during the winter months and other factors, from November 1, 2011 through March 31, 2012, Tenant shall pay to Landlord in rent on a monthly basis in advance the aggregate amount of \$31,406.18, which the parties agree consists of base rent of \$18,406.18 for the Premises but expressly excluding the modular classroom (which is covered by a separate lease) together with estimated utilities charges of \$13,000.00 for the Premises and Classroom Modular but excluding the utilities at 10731-37 West McNichols, Detroit, MI (which are separately metered and which the Tenant will pay directly to the utility company);

(c) Between the months of April 1, 2012 through October 31, 2012, Tenant shall pay to Landlord in rent on a monthly basis in advance the aggregate amount of \$28,406.18, which the parties agree consists of base rent of \$18,406.18 for the Premises but expressly excluding the modular classroom (which is covered by a separate lease) together with estimated utilities charges of \$10,000.00 for the Premises and Classroom Modular but excluding the utilities at 10731-37 West McNichols, Detroit, MI (which are separately metered and which the Tenant will pay directly to the utility company);

(d) In consideration of the escalating charges for utilities for the Premises and Classroom Modular during the winter months and other factors, from November 1, 2012 through March 31, 2013, Tenant shall pay to Landlord in rent on a monthly basis in advance the aggregate amount of \$31,406.18, which the parties agree consists of base rent of \$18,406.18 for the Premises but expressly excluding the modular classroom (which is covered by a separate lease) together with estimated utilities charges of \$13,000.00 for the Premises and Classroom Modular but excluding the utilities at 10731-37 West McNichols, Detroit, MI (which are separately metered and which the Tenant will pay directly to the utility company);

(e) Between the months of April 1, 2013 through October 31, 2013, Tenant shall pay to Landlord in rent on a monthly basis in advance the aggregate amount

of \$28,406.18, which the parties agree consists of base rent of \$18,406.18 for the Premises but expressly excluding the modular classroom (which is covered by a separate lease) together with estimated utilities charges of \$10,000.00 for the Premises and Classroom Modular but excluding the utilities at 10731-37 West McNichols, Detroit, MI (which are separately metered and which the Tenant will pay directly to the utility company);

(f) In consideration of the escalating charges for utilities for the Premises and Classroom Modular during the winter months and other factors, from November 1, 2013 through March 31, 2014, Tenant shall pay to Landlord in rent on a monthly basis in advance the aggregate amount of \$31,406.18, which the parties agree consists of base rent of \$18,406.18 for the Premises but expressly excluding the modular classroom (which is covered by a separate lease) together with estimated utilities charges of \$13,000.00 for the Premises and Classroom Modular but excluding the utilities at 10731-37 West McNichols, Detroit, MI (which are separately metered and which the Tenant will pay directly to the utility company);

(g) Between the months of April 1, 2014 through October 31, 2014, Tenant shall pay to Landlord in rent on a monthly basis in advance the aggregate amount of \$28,958.36, which the parties agree consists of base rent of \$18,958.36 for the Premises but expressly excluding the modular classroom (which is covered by a separate lease) together with estimated utilities charges of \$10,000.00 for the Premises and Classroom Modular but excluding the utilities at 10731-37 West McNichols, Detroit, MI (which are separately metered and which the Tenant will pay directly to the utility company);

(h) In consideration of the escalating charges for utilities for the Premises and Classroom Modular during the winter months and other factors, from November 1, 2014 through March 31, 2015, Tenant shall pay to Landlord in rent on a monthly basis in advance the aggregate amount of \$31,958.36, which the parties agree consists of base rent of \$18,958.36 for the Premises but expressly excluding the modular classroom (which is covered by a separate lease) together with estimated utilities charges of \$13,000.00 for the Premises and Classroom Modular but excluding the utilities at 10731-37 West McNichols, Detroit, MI (which are separately metered and which the Tenant will pay directly to the utility company);

(i) Between the months of April 1, 2015 through October 31, 2015, Tenant shall pay to Landlord in rent on a monthly basis in advance the aggregate amount of \$28,958.36, which the parties agree consist of base rent of \$18,958.36 for the Premises but expressly excluding the modular classroom (which is covered by a separate lease) together with estimated utilities charges of \$10,000.00 for the Premises and Classroom Modular but excluding the utilities at 10731-37 West McNichols, Detroit, MI (which are separately metered and which the Tenant will pay directly to the utility company);

(j) In consideration of the escalating charges for utilities for the Premises and Classroom Modular during the winter months and other factors, from November 1, 2015 through March 31, 2016, Tenant shall pay to Landlord in rent on a monthly basis in advance the aggregate amount of \$31,958.36, which the parties agree consists of base

rent of \$18,958.36 for the Premises but expressly excluding the modular classroom (which is covered by a separate lease) together with estimated utilities charges of \$13,000.00 for the Premises and Classroom Modular but excluding the utilities at 10731-37 West McNichols, Detroit, MI (which are separately metered and which the Tenant will pay directly to the utility company);

3. Miscellaneous Provisions.

(a) Conflicting Provisions In the event any provision of this Second Amendment conflicts with any of those of the Lease, then the provisions of this Second Amendment shall govern.

(b) Interpretation. Landlord and Tenant have cooperated in the drafting of this First Amendment and hence it shall not be interpreted or construed against or in favor of any party by virtue, identity, interest or affiliation of its preparer.

(c) Remaining Lease Provisions. Except as expressly stated in this First Amendment and Second Amendment, all other provisions of the Lease shall remain unchanged and continue in full force and effect throughout the term of the Lease

(d) Counterparts. This Second Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

(e) Entire Agreement. This First Amendment constitutes the entire agreement between the parties in connection with this transaction and there are no oral agreements existing between the parties relating to this transaction which are not expressly set forth herein; this First Amendment may not be modified except in writing signed by all parties.

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

“LANDLORD”

Greater Concord Missionary Baptist Church,
a Michigan ecclesiastical Corporation

By: _____

Its: _____

Address: 4500 East Davison
Detroit, MI 48212

“TENANT”

Charter School Management Services LLC,
a Michigan limited liability company

By: _____

Its: Member

Address: 3138 Cass Avenue
Detroit, MI 48201

COMMONWEALTH DEVELOPMENT ACADEMY
FLOOR SKETCH

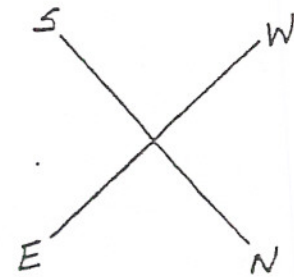
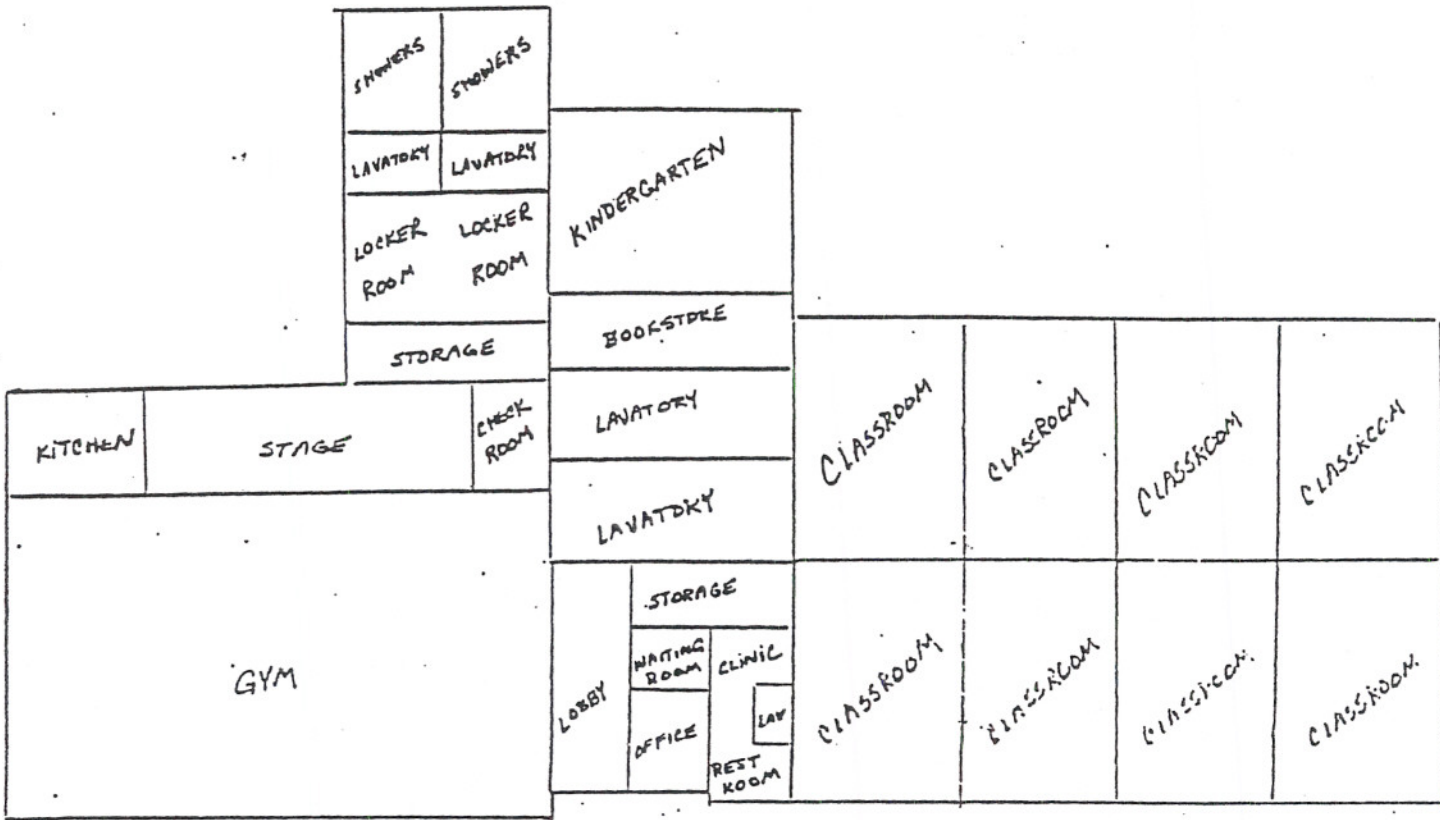
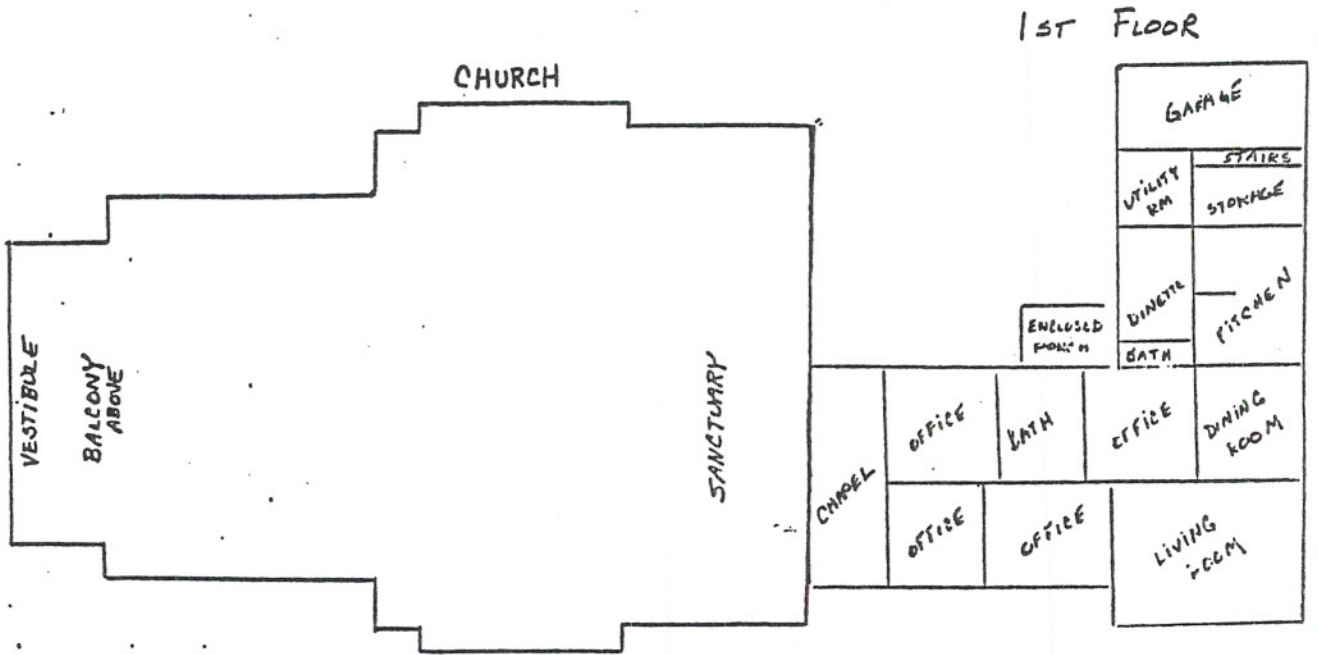
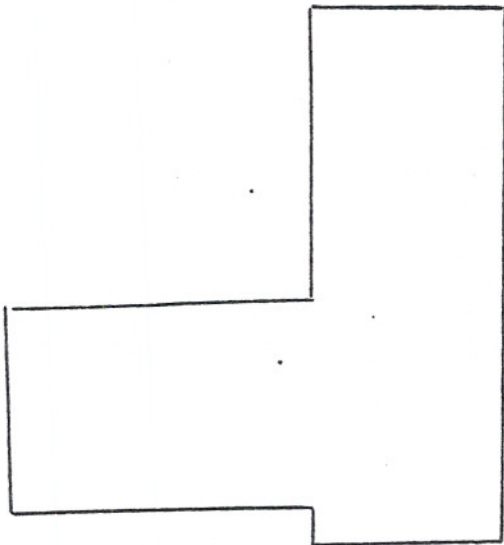


EXHIBIT "A"

ST. AUGUSTINE CHURCH
AND
ST. AUGUSTINE RECTORY
FLOOR SKETCH



BASEMENT



2ND FLOOR

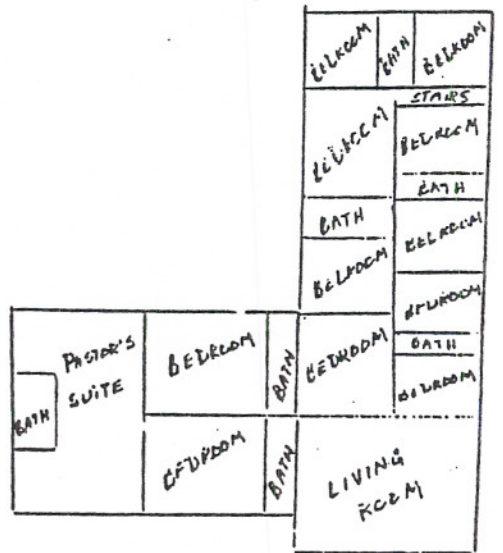
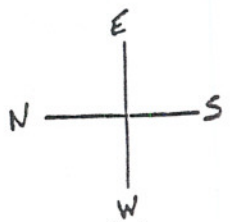


EXHIBIT "B"



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 – Section 7a

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

Richard Hamme IV

[REDACTED]

Term Expires: 2019

Curtis Robinson

[REDACTED]

Term Expires: 2022

Cynthia Smith

[REDACTED]

Term Expires: 2020

Solomon Spann III

[REDACTED]

Term Expires: 2020

Grace Vereen

[REDACTED]

Term Expires: 2020

Pamela Theriot

[REDACTED]

Term Expires: 2020

SECTION b
Educational Goals

Educational Goals – Section 7b

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: Performance Relative to State Accountability System

- The Academy will obtain and remain in good standing with the established state accountability system. If the Academy is identified for improvement as a result of performance, the Academy will exit said status within an agreed upon timeframe.

Measure 2: Student Growth

- Year over year academic growth for each grade tested will reflect a Median Growth Percentile of 50 or higher. Students enrolled at the Academy are expected to grow equal to or greater than 50 percent of their academic peers.

Measure 3: Student Achievement

- Students enrolled for three or more years will on average meet/exceed grade level proficiency targets as noted by the normative assessment required by the Authorizer.
- The Academy will demonstrate improved academic achievement for all grades and groups of pupils towards meeting/exceeding grade level proficiency targets (50th percentile for achievement) as set by the normative computer adaptive assessment required by the Authorizer.

Measure 4: Mission-Specific Goals

- Upon mutual agreement between the Academy and Authorizer, mission-specific goals may be set, measured and monitored to ensure fidelity of implementation and assess impact of the Academy mission, program and resource investment on student outcomes.

SECTION c
Educational Programs

According to the 2012-2013 MEAP data for CCDA, less than 10% of students in grades 3-8 scored proficient in reading and math. The science and social studies scores remain at zero. The reading score is a negative 9% trend. Contributing factors to this trend stem from a lack of fidelity in curriculum implementation and students taking ownership of the data to set self-improvement goals. Data Analysis conducted using MEAP, Ed Performance Web Based Series, classroom assessments, SRI and teacher input to determine deficiencies contributing to persistent low achievement. Although students demonstrate growth on the MEAP and the Z score color is green for reading, writing and math, the progress is not significant enough to meet the benchmark. The trend data for these content areas are almost flat lined over a three year period. The Z scale score for both Science and Social Studies is zero and the color is red. A three year picture shows that science scores moved one year, unfortunately, staff turnover in the science department contributed to the score resorting back to zero. There was also a change in staff for the Social Studies Department and revisions made to the science curriculum to improve student outcomes.

Exploration of curriculum to address the reading content area included Harcourt Brace, Houghton Mifflin, SRA-McGraw-Hill, and Success for All. Success for All demonstrated rapid recovery in student growth due to the cooperative grouping by mastery levels. SFA is prescriptive to student needs on multiple levels: Kinder-Corner, Roots, Wings and Edge and includes various genres and strategies. The teachers ultimately voted to implement SFA as the CCDA reading curriculum because of the support offered through the SFA Foundation by way of Implementation visits, Leadership Academy and Data Analysis due to ongoing research conducted in conjunction with John Hopkins University and its founder Dr. Robert Slavin.

Exploration of math curriculum included Addison-Wesley, Houghton Mifflin, Success for All and UCSMP Everyday Mathematics. Addison-Wesley and Houghton-Mifflin curriculum catered to a sit-and-get approach for students or a one-size-fits-all model. The SFA mathematics model offered an approach of differentiated instruction, research and support but did not address technology components sufficiently. Therefore, teachers selected the UCSMP Everyday Mathematics model due to the differentiated instruction, alignment to CCSS, on-going research, technology integration and the availability of support from McGraw-Hill certified teacher trainers.

Student performance data indicates consistent growth with both SFA and EM when implemented with fidelity, and there was a correlation between observation instruction data and student performance to support this finding. Adjustments were made with staff according to the data.

Once a new instructional team was constructed, a new data analysis was conducted to identify student needs, instructional targets and professional development needs. After successful PD for the leadership team, teachers and tutors, the cycle of effective instruction begins and is continuously revisited.

Process for selecting instructional program:

After close review of our data, the available research as well as student performance indicators, the stakeholders of Commonwealth Community Development academy identifies the University of Chicago Mathematics Program (EM) as well as the Success for All Reading School reform model (SFA) as our instructional programs to improve our Reading and Mathematics Scores. One reason why we were attracted to these programs is because BOTH outline ongoing research to build students' capacity in learning. Additionally, they are recognized as great reform models for at-risk students. Not only are the programs frequently evolving, the programs provide support from trained facilitators that look at the school's progress in areas of building leadership capacity, fostering a healthy, safe and supportive learning environment as well as focusing on student, professional and system learning as outlined in "Turning high-poverty schools into performing schools" (Parrett, W. and Budge, K, 2012). Furthermore, both programs are researched-based and have a track-record of improving students' ability in Mathematics and Reading. After close review both programs support measures in improving parent participation, fidelity of instruction as well as data analysis which all lead to building students capacity.

The Everyday Mathematics program is based out of University of Chicago and began as a research project. The Everyday Math program is a comprehensive curriculum that focuses on two major goals:

- Substantially raise expectations regarding the amount and range of mathematics students can learn.
 - Support teachers and students with the materials necessary to enable the students to meet higher expectations.
- o (McGraw-Hill Companies, 2007)

This directly supports the mission of CCDA in which we believe we can challenge each student to succeed at his or her maximum potential. Not only is the program aligned to the Common-Core State Standards (CCSS) that Michigan has recently adopted to assist with improving students' performance; the EM program consistently utilizes the standards for mathematical practice that will only enhance our students in thinking mathematically ACROSS the curriculum. Students are encouraged to make sense of problems and persevere in solving them through the daily Math Messages as well as Minute math activities. Additionally, students utilize models, make structures and employ appropriate tools to problem solve and are encouraged to reason abstractly and quantitatively by using models, manipulatives and games. Finally, students express their fluency with mathematics utilizing reasoning in their daily lives. (www.everydaymathsuccess.com)

The EM program is a design that works for CCDA simply because it doesn't just give a comprehensive curriculum; our staff is able to utilize the standards and goals to make data driven decisions in instruction. Here at CCDA all instructors are trained by facilitators provided by the McGraw-Hill Company with additional support for the Administrator team and Lead-Teachers to train the trainers to continue to improve instructor's capacity to learn the fidelity of the program. Once instructors have implemented the strategies of the effective EM instructor, they continuously implement the EM standards for mathematical practice and assess the students

daily while aligning the (CCSS) to support authentic assessments and Grade Level Content Expectations (GLCE).

EM unit assessments are administered approximately every 3 weeks to determine student progress on benchmark strands and grade level mastery. Unit interval assessments along with beginning, mid-year and end of the year assessments diagnose student deficiencies and contribute to cooperative learning placements. Daily assessments called RSA's (Recognizing Student Achievement) are correlated to grade level benchmarks and CCSS. The math intervention program, Pin Point, developed by UCSMP with the same pedagogy as EM, is used to prescribe a plan of work for each student and measure comprehension or skill mastery of the set goals.

The Success for all Reading School-wide reform model based out of John Hopkins University utilizes the cycle of effective instruction and cooperative learning to assist in developing students reading skills. Instructors are trained to utilize cooperative learning techniques to actively instruct students in using the process of teaching, modeling and guiding. Students are then encouraged to practice with a team to prompt and reinforce. These strategies are monitored through assessments and students' are then recognized and celebrated for their accomplishments. In comparison to the EM program, the SFA program is proven to deliver students identified as at risk with over 25 years of worldwide recognition. (www.successforall.org)

The reading growth assessments are administered every 8 weeks to regroup students according to their new mastery levels. The instrument used for reading measurement is Scholastic Reading Inventory.

This comprehensive program was presented and voted on by ALL stakeholders as the BEST method to deliver our students. It imbeds cooperative strategies that foster higher grades, increase retention of information, improve relationship with peers, offers intrinsic motivation as well as improve students' attitudes about learning. Not only does the SFA program provide constant training and support, point trainers visit the school at least three times a year to provide support in our overall snapshot of progress, analysis of root causes for student performance and implement a plan of action to improve scores. The school is reviewed as a whole and not just the "Reading Program". It facilitates the school to build students learning capability in Community Relations, parent and family involvement, attendance, tutoring, intervention as well as the reading components that all lead to the success of the school as one entity. When all components are working cohesively, students' performance will improve. (SFA Foundation, 2012).

There is an intentional carryover of applying the reading, writing and mathematics proficiencies into other content areas such as Science, Social Studies and Technology. SFA reading strategies required for informational text and informational writing support Social Studies and Science curriculum. Additionally, the EM standards for mathematical practice and scientific investigation method provide a systemic process for analysis and problem solving applications. Open response inquiry imbedded in the EM curriculum support student development of summarizing data in Science and Social Studies.

Qualities of Instructional Program

The SFA program uses seven steps of a goal-focused process that will assist in changing our school culture for the better. The process includes:

- Determine school goals.
- Identify strengths, and identify and prioritize areas of concern.
- Determine targets.
- Identify and prioritize root causes.
- Identify leverage points, and define actions
- Implement and monitor the plan
- Review results and identify next steps.

(Bradey, B., 2012)

These inquiry cycles will assist in determining whether the instructional practices are succeeding in raising achievement and closing the achievement gaps. Once staff is trained in both the Everyday Mathematics Program as well as the Success for all Reading program, the administrative team will support this process by observing in classrooms daily to assist with the fidelity of the program as well as sustain instructional staff in the following process.

Although the goal-focused process is introduced in the SFA Reading program, we will utilize this same method of instruction to address our professional learning routine in all core areas including Mathematics, Social Studies and Science. As a school we implement this process and strategies immediately in Reading, Mathematics, Science and Social Studies.

A comparative analysis crosswalk of the math and reading assessment data is conducted using SRI, EM Unit Assessments, Ed Performance Web Based series, and MEAP and now M-STEP data to forecast student progression toward grade level proficiency.

Project-based learning and field trip experiences will provide opportunities to apply daily classroom instruction and theory to simulated settings. Hands-on learning and problem-solving is embedded into the curriculum to complete activities relative to Common Core standards and real-world expectations.

On-going cross-walks of data will be conducted to determine effectiveness of strategies based upon growth data. Lexile growth points will be viewed in increments of 50. SCANTRON data will be reviewed measuring grade level targets, the gaps and benchmark weaknesses. Revisions will be made according to the discoveries from the data. Instructional mastery is expected to reach 65% as measured by the Instructional Observation Performance tool. Leadership performance is expected to reach 80% mastery as measured by the Administrator Evaluation tool. The school is has moved out of the bottom 5% of persistently low performing schools and is currently in the 15th percentile. The continued expected pace of students progressing toward proficiency will result in a top performing school maintaining its achievement status.

After students have participated in one complete academic year, the expectation is for at least 70% of them to reach grade-level performance indicators and sustain or continue to progress above grade level. Instructional growth is expected to progress toward mastery of 80% overall as

measured with the Instructional Observation Performance tool. Leadership performance is expected to reach 90% mastery as measured by the Administrator Evaluation tool.

Sustainment of the levels reached is expected to continue and all processes will remain intact or revised based upon new research and trending data. The school is expected to reach a satisfactory performance level measured by the indicators put in place through the Michigan Department of Education. We endeavor to reach the status of a reward school and be able to share our success story with others.

PROJECT CONTENT AREA	INSTRUCTIONAL RESOURCES & RESPONSIBILITIES	PROJECT THEME	STUDENT PROJECT TASKS/ACTIVITIES
SEPTEMBER		GET GOING	COMMONWEALTH CURRICULUM CULTURE
MATHEMATICS	Everyday Mathematics Confernce	Establishing routines and procedures	Calendar Routines, Data Collection Routines, Games, Manipulatives, Standards for Mathematical Practice
ENGLISH LANGUAGE ARTS			Vocabulary Mapping, Parts of Speech, Reading Strategies, Step U to Writing Processes
SOCIAL STUDIES			Career Portfolio's, Current Events, Note-taking, Informational Text
SCIENCE			Scientific Investigation Method - Informational Text
TECHNOLOGY			Mavis Beacon Typing, Microsoft Applications, Designing Tables, Charts & Graphs
OCTOBER		SETTLING IN	
SCHOOLWIDE INSTRUCTIONAL LEARNING CYCLES	Goal setting; Self-assessments; Portfolios, Content area cycles; Project-based learning; Higher Order Thinking Skills (HOTS)		Mission Statement, Pledge of Allegiance, National Anthem, National Negro Anthem, America the Beautiful, Affirmations
MATHEMATICS	Curriculum Fidelity; Standards for Mathematical Practice		Measurements, Weights and Variables
ENGLISH LANGUAGE ARTS	SFA Fidelity, SFA Schoolwide Culture, Cooperative Learning strategies		Diarama Projects: All Anout Me
SOCIAL STUDIES	Step Up to Writing: Informational Text, Note-taking, Summarization; Project-based Learning		Constitution Day, Pilgrimage/ Colonization
SCIENCE	Step Up to Writing: Non-Fiction Genre; Informational Text, Note-taking, Summarization; Project-based Learning		Live Habitats, Harvesting
TECHNOLOGY	EM eSuite Deluxe		Electronic Journals, Digital Textbooks
NOVEMBER		JUMP START GOAL SETTING	Baseline/Beginning Year Assessments
MATHEMATICS			SMP'S & Unit Self Assessments: Pre and Post
ENGLISH LANGUAGE ARTS	SFA Roots, Wings and Edge Training		Getting Along Together Routines; Summarization Strategies, Scoring Rubric/Vocabulary Listings or Journals/ Word of the Day
SOCIAL STUDIES			Data Collection, Analysis and Reports/Charts Graphs

SCIENCE			Scientific Method, Surveys, Data Analysis
TECHNOLOGY			Portfolio Requirements/Career Interest Survey
DECEMBER		MATH MADNESS	
MATHEMATICS			Project 1
ENGLISH LANGUAGE ARTS			Poetry Slam
SOCIAL STUDIES			Pilgrimage/ Colonization
SCIENCE			Harvesting
TECHNOLOGY			Math Games
JANUARY		ELECTION TIME	
MATHEMATICS			Curriculum Night: Game Night One-On-One
ENGLISH LANGUAGE ARTS			Declarative, Summative and Narrative Writing
SOCIAL STUDIES			Voting/School Class Elections/Campaigns/Debate
SCIENCE			Begin Science Projects
TECHNOLOGY			Testing Strategies
FEBRUARY		CULTURAL AWARENESS	
MATHEMATICS			100th Day Projects
ENGLISH LANGUAGE ARTS			Research Papers
SOCIAL STUDIES			Heritage, Family Celebrations & Traditions
SCIENCE			Life Science
TECHNOLOGY			
		PROJECT CITY	
MATHEMATICS			Project 5
ENGLISH LANGUAGE ARTS			Spelling Bee
SOCIAL STUDIES			Current Event Debate
SCIENCE			
TECHNOLOGY			
		SCIENTIFICALLY SPEAKING	
MATHEMATICS			Project: Weights & Measures
ENGLISH LANGUAGE ARTS			Hypothesis & Conclusion Writing
SOCIAL STUDIES			History Research
SCIENCE			Inventions & Submission of Science Projects
TECHNOLOGY			Resume Writing
MARCH		READING MONTH	
MATHEMATICS			
ENGLISH LANGUAGE ARTS			Book Reports

SOCIAL STUDIES			Paper Mache' Globes
SCIENCE			Plant Life Cycle/Gardening
TECHNOLOGY			Financial Literacy
APRIL		COMMUNITY SERVICE	
MATHEMATICS			Household Budgeting, Shopping
ENGLISH LANGUAGE ARTS			Research, Essay Writing, Bibliography: Careers
SOCIAL STUDIES			
SCIENCE			Plant Life Cycle, Gardening, Earth Day
TECHNOLOGY			
MAY		CAREER MONTH	
MATHEMATICS			
ENGLISH LANGUAGE ARTS			Educational Development Plans
SOCIAL STUDIES			Career Clusters
SCIENCE			Community Beautification
TECHNOLOGY			
JUNE		THE FINISH LINE	
MATHEMATICS			Project 8
ENGLISH LANGUAGE ARTS			
SOCIAL STUDIES			
SCIENCE			
TECHNOLOGY			Completed Portfolios: Resume, All About Me Reports, Self-assessments

Improved Reading Strategies

**Commonwealth Community Development
Academy**

Commonwealth Community Development Academy

Mrs. Angela D Moore, Principal
13477 EUREKA ST
HAMTRAMCK, MI 48212-1754

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Overview

Plan Name

Improved Reading Strategies

Plan Description

Effective reading strategies will be implemented across all content areas to improve student performance.

Goals Summary

The following is a summary of the goals encompassed in this plan. The details for each goal are available in the next section.

#	Goal Name	Goal Details	Goal Type	Total Funding
1	High Quality PD and Coaching	Objectives: 1 Strategies: 1 Activities: 2	Academic	\$10000

Goal 1: High Quality PD and Coaching

Measurable Objective 1:

75% of Kindergarten, First, Second, Third, Fourth, Fifth, Sixth, Seventh and Eighth grade Black or African-American, Asian, White, Economically Disadvantaged, Gifted and Talented, Hispanic or Latino, Students with Disabilities, English Learners, Two or More Races, American Indian or Alaska Native and Native Hawaiian or Other Pacific Islander students will demonstrate a proficiency of improved performance toward grade level mastery or above grade level performance within one school year in Reading by 06/05/2014 as measured by achievement growth on the Scholastic Reading Inventory, SCANTRON Performance Series and MEAP.

Strategy 1:

Professional Development - Staff will participate in a series of professional development sessions for numerous components of the Success for All Research-based reform model to meet the expectations for curriculum fidelity and set the school culture. The sessions will include High-quality Instruction in Kinder Corner, Roots, Wings and Edge; Cooperative Learning, Leading for Success, and Leadership Conference.

The strategies learned in these sessions will carry over into all content areas, especially strategies pertaining to expository text.

Category:

Research Cited: Learning should be fun and engaging. SFAF's powerful instructional model is built around a cooperative-learning framework that engages students in rich discussion and motivating challenges every day. Lessons are enriched with multimedia, puppet skits, and videos to keep the focus on fun and learning. Classroom resources and detailed lesson guides, designed to maximize support and minimize teacher preparation, help guide effective instruction. Skill development and application are reinforced through positive peer interaction and student feedback resulting in rapid advancement in reading. Interactive lessons are fully aligned to the Common Core State Standards.

(<http://www.successforall.org/Early-Childhood/Powerful-Instruction/>)

Tier:

Activity - SFA Cooperative Learning Structure	Activity Type	Tier	Phase	Begin Date	End Date	Resource Assigned	Source Of Funding	Staff Responsible

Improved Learning Strategies

Commonwealth Community Development Academy

<p>All instructional staff will participate in professional development to learn effective strategies for engaging students in reading. Reading techniques such as Word Power and Clarification will improve grammar usage, vocabulary and sentence structure. Motivation will be encouraged through positive behavior management and celebrations. Cooperative Learning strategies will be implemented through professional development with the entire school staff to set the expectations for the philosophy and culture throughout the building. Commonwealth Community Development Academy SIP</p>	<p>Professional Learning</p>			<p>08/21/2013</p>	<p>06/11/2014</p>	<p>\$10000</p>	<p>Title I Part A</p>	<p>Instructional Leaders, Instructional staff and Tutors will be responsible for learning, establishing and maintaining the specified structures in all learning environments.</p>
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Activity - Instructional Observations	Activity Type	Tier	Phase	Begin Date	End Date	Resource Assigned	Source Of Funding	Staff Responsible
<p>Instructional leaders will complete daily classroom walk-throughs to observe and document implementation of instruction and student engagement. Feedback will be provided to the teachers no later than the end of the day, when corrective action is necessary. All documentation will be used to develop and support teachers in progressing toward meeting their identified goals.</p>	<p>Professional Learning</p>			<p>09/03/2013</p>	<p>06/11/2014</p>	<p>\$0</p>	<p>No Funding Required</p>	<p>The school administrator, academic coaches and the reading facilitator will collaboratively conduct observation, walk-throughs and implement professional learning plans as needed.</p>

Activity Summary by Funding Source

Below is a breakdown of your activities by funding source

Title I Part A

Activity Name	Activity Description	Activity Type	Tier	Phase	Begin Date	End Date	Resource Assigned	Staff Responsible
SFA Cooperative Learning Structure	All instructional staff will participate in professional develop to learn effective strategies for engaging students in reading. Reading techniques such as Word Power and Clarification will improve grammar usage, vocabulary and sentence structure. Motivation will be encouraged through positive behavior management and celebrations. Cooperative Learning strategies will be implemented through professional development with the entire school staff to set the expectations for the philosophy and culture throughout the building. Commonwealth Community Development Academy SIP	Professional Learning			08/21/2013	06/11/2014	\$10000	Instructional Leaders, Instructional staff and Tutors will be responsible for learning, establishing and maintaining the specified structures in all learning environments.

No Funding Required

Activity Name	Activity Description	Activity Type	Tier	Phase	Begin Date	End Date	Resource Assigned	Staff Responsible
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Instructional Observations	Instructional leaders will complete daily classroom walk-through's to observe and document implementation of instruction and student engagement. Feedback will be provided to the teachers no later than the end of the day, when corrective action is necessary. All documentation will be used to develop and support teachers in progressing toward meeting their identified goals.	Professional Learning			09/03/2013	06/11/2014	\$0	The school administrator, academic coaches and the reading facilitator will collaboratively conduct observation, walk-throughs and implement professional learning plans as needed.
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Mathematics Objectives

Goal 1: All students at Commonwealth Academy will effectively improve by 10% in Mathematics measured on all standardized exams (Ed Performance SCANTRON, M STEPS and Scholastic Reading Inventory) by June 10, 2016.

Measurable Objective 1:

100% of All Students will demonstrate a proficiency to reflect 10% achievement growth in Reading by 06/10/2016 as measured by SCANTRON and M STEPS..

Strategy 1:

Math Manipulative & Technology Integration - Teachers and Tutors will participate in Math workshop to learn effective planning strategies to incorporate uses of technology into mathematics. Lessons will be implemented using the E-Suite Deluxe subscription for Everyday Mathematics to demonstrate math concepts, and have students experience critical thinking skills while engaged in the math games.

Category:

Research Cited: Everyday Math © 2012

Grade Levels Pre-K - 6

Built for Success

Everyday Mathematics® enables students to build conceptual understanding, computational fluency, and real-world problem-solving skills. The University of Chicago School Mathematics Project continues to develop Everyday Mathematics® to enable students to become strong mathematical citizens for the 21st century.

Digital Student Math Journals are now available

<https://www.mheonline.com/program/view/1/16/2442/evmath2012/2444/0076577783/>

Tier:

Activities:

All student. Commonwealth Academy will effectively improve by 10% in Mathematics measured on all standardized exams (Ed Performance SCANTRON, M STEPS and Scholastic Reading Inventory) by June 10, 2016.

Commonwealth Community Development Academy

Activity - Math PD	Activity Type	Tier	Phase	Begin Date	End Date	Resource Assigned	Source Of Funding	Staff Responsible
Staff will participate in PD on Getting started with eSuite Deluxe to incorporate technology and common core planning in lessons for greater student engagement and immediate feedback.	Academic Support Program, Curriculum Development, Technology, Direct Instruction, Professional Learning			08/31/2015	06/03/2016	\$0	No Funding Required	Administrators, Curriculum Coaches, Classroom teachers, Tutors

Activity - Digital Math Journals	Activity Type	Tier	Phase	Begin Date	End Date	Resource Assigned	Source Of Funding	Staff Responsible
Students will complete their math assignments in electronic journals using iPads or computers.	Academic Support Program, Technology			08/31/2015	06/03/2016	\$2500	Title I Part A	School leaders, Instructional coaches, classroom teachers and tutors

Activity - Friday Night Lock In	Activity Type	Tier	Phase	Begin Date	End Date	Resource Assigned	Source Of Funding	Staff Responsible
Students will participate in Friday Night Lock In sessions to secure learning goals through project-based learning, life skill application and simulated experiences. They will have competitions in math facts, academic games math model building.	Academic Support Program, Technology, Direct Instruction			08/31/2015	06/03/2016	\$15000	Title I Schoolwide	Leadership Team, Instructional Staff including Tutors, Bus Drivers, Foodservice and Custodians

All student Commonwealth Academy will effectively improve by 10% in Mathematics measured on all standardized exams (Ed Performance SCANTRON, M STEPS and Scholastic Reading Inventory) by June 10, 2016.

Commonwealth Community Development Academy

Science Goals and Plans

Goal 1: Science Goals and Plan

Measurable Objective 1:

60% of All Students will demonstrate a proficiency of 10% gain in Science by 06/03/2016 as measured by Ed Performance SCANTRON and M STEPS.

Strategy 1:

Science PD - Teachers and Tutors will participate in Professional Development to learn and experience the Scientific Investigation Method and proper report preparation/presentation to be able to present the process to parents and students. Common Core lesson planning will be applied to the lessons and models.

Category:

Research Cited: Transitioning to an integrated course sequence: http://www.michigan.gov/documents/mde/Course__Model_Resource__Std_Neutral_-10-16-14_471740_7.pdf

Tier:

Activities:

Activity - PD on Common Core Science Investigation Planning	Activity Type	Tier	Phase	Begin Date	End Date	Resource Assigned	Source Of Funding	Staff Responsible
Teachers will participate in PD to learn how common core lesson planning, science investigation method and project preparation.	Professional Learning			08/31/2015	06/03/2016	\$5000	Title II Part A	Coaches, school leaders, teachers and tutors

Activity - Parent Science Workshop	Activity Type	Tier	Phase	Begin Date	End Date	Resource Assigned	Source Of Funding	Staff Responsible

Science Goals and Plan

Commonwealth Community Development Academy

Parents will participate in a workshop to learn what a science project entails, how to conduct an investigation, collect data and develop a report according to science standards.	Parent Involvement, Academic Support Program			11/02/2015	06/03/2016	\$1000	Title II Part A	Administrator, Curriculum Coaches, Teachers, Tutors
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Activity - Science Fair	Activity Type	Tier	Phase	Begin Date	End Date	Resource Assigned	Source Of Funding	Staff Responsible
Students will effectively use the Scientific Investigation Method to conduct research and analysis, and prepare science project boards to reflect their study outcomes. Students will be supplied with science boards, title cards and basic science materials to conduct their investigations.	Academic Support Program			11/02/2015	06/03/2016	\$1000	Title I Part A	Teachers, Tutors

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 Assessment(s)
K - 8	Assessments identified in Schedule 7b including all state and authorizer mandated assessments.

SECTION f
Application and Enrollment of Students

APPLICATION AND ENROLLMENT OF STUDENTS – Section 7f

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 eighth grade. The maximum enrollment shall be 365 students. The Academy will adopt maximum enrollment figures 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.

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:

Establish written procedures for conducting a random selection drawing.

Establish the maximum number of spaces available per grade or grouping level.

Establish the date, time, place and person to conduct the random selection drawing.

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:

Conduct the random selection drawing in a manner that is open to parents, community members and members of the public who want to observe the process.

Use numbers, letters, or another system that guarantees fairness and does not give an advantage to any applicant.

The Academy shall notify applicants not chosen in the random selection drawing that they were not selected and that their name has been placed on the Academy's official waiting list for openings that may occur during the academic year. Students shall appear on the official waiting list in the order they were selected in the random selection drawing.

SECTION g
School Calendar and School Day Schedule

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

Pursuant to Applicable Law and the Terms and Conditions of this Contract, including Article VI, Section 6.7, the Academy shall comply with the school calendar and school day schedule requirements identified in this schedule.

School Calendar

The Academy's school calendar shall comply with Sections 1175, 1284 and 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

SCHEDULE 7H

AGE AND GRADE RANGE OF PUPILS TO BE ENROLLED

SECTION H. AGE AND/OR GRADE RANGE OF 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 8th grade. The Academy may make changes to this grade configuration with the written approval of the authorizing body.

Students of the Academy will be children who are at least 5 years old by the first day of the month designated by the Michigan Department of Education. See MCL 380.1147.