

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

THE JAMES AND GRACE LEE BOGGS SCHOOL
(A Public School Academy)

2018

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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 20, 2018

RECOMMENDATION

**REISSUANCE OF CHARTER – THE JAMES AND GRACE LEE BOGGS SCHOOL
(K-8)**

REISSUANCE OF CHARTER – DETROIT PUBLIC SAFETY ACADEMY (6-12)

REISSUANCE OF CHARTER – GLOBAL TECH ACADEMY (K-5)

ACTION REQUESTED

It is recommended that the Eastern Michigan University Board of Regents issue a charter for *The James and Grace Lee Boggs School* and authorize the President of the University to execute a new seven year charter school contract which will expire June 30, 2025.

It is recommended that the Eastern Michigan University Board of Regents issue a charter for *Global Tech Academy* and authorize the president of the University to execute a new five year charter school contract which will expire June 30, 2023.

Furthermore, it is recommended that the Eastern Michigan University Board of Regents issue a charter for *Detroit Public Safety Academy* and authorize the president of the University to execute a new four year charter school contract which will expire June 30, 2022.

SCHOOL SUMMARY

The James and Grace Lee Boggs School

The James and Grace Lee Boggs School (Boggs School) opened its doors as a kindergarten to the fourth grade elementary school in 2013. The Boggs School eventually became a kindergarten to eighth grade school. The Boggs School is located in Detroit.

The mission of the Boggs School is to nurture creative, critical thinkers who contribute to the well-being of their communities. The Boggs School uses the “Place-Based Education,” model. This is a nationally renowned and research-based model, which immerses students in local heritage, cultures, landscapes, opportunities and experiences, using these as a foundation for the study of academic subjects. The Boggs School’s planning team has established a significant working relationship with EMU’s College of Education.

Global Tech Academy

Global Tech Academy (GTA) opened its doors as a kindergarten to the fifth grade elementary school in 2014. GTA is located in Ypsilanti (Willow Run). GTA serves the community by providing high quality education and meeting the basic needs of students and families with universal lunch, breakfast and the 21st Century after school program. With Eastern Michigan University's Office of Urban Education Educational Equity (OUEEE) as a partner, GTA continues in its efforts to become a professional development school for the preparation of urban teachers.

Detroit Public Safety Academy

The Detroit Public Safety Academy (DPSA) opened its doors as a ninth and tenth grade high school in 2013. DPSA eventually became a sixth to twelfth grade middle school and high school. DPSA is located in Detroit. DPSA's focus is on educating and training students who are interested in careers in the fields of law enforcement, firefighting technology, emergency medical service, and military service. DPSA continues to attract students from under-represented populations. Local, state and federal law enforcement agencies and municipal firefighters continue to assist with tutoring, mentoring and life skills development. The academy will provide school-to-university-to-career readiness, as well as teach the essential pillars of character education.

FISCAL IMPLICATIONS

None.

ADMINISTRATIVE RECOMMENDATION

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



University Executive Officer

4/2/18
Date

**TERMS AND CONDITIONS
OF CONTRACT**

DATED: JULY 1, 2018

ISSUED BY

THE EASTERN MICHIGAN UNIVERSITY BOARD OF REGENTS

TO

**THE JAMES AND GRACE LEE BOGGS SCHOOL
(A PUBLIC SCHOOL ACADEMY)**

CONFIRMING THE STATUS OF

THE JAMES AND GRACE LEE BOGGS SCHOOL

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 The James and Grace Lee Boggs School which is established as a public school academy pursuant to this Contract.
- (b) “Academy Board” means the Board of Directors of the Academy.
- (c) “Accountability Plan” means a Community District accountability plan established, implemented and administered by the State School Reform/ Redesign Officer under section 390 of the Code, MCL 380.390.
- (d) “Applicable Law” means all state and federal law applicable to public school academies.
- (e) “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.

(f) "Authorizing Resolution" means the Resolutions adopted by the University Board on April 20, 2018.

(g) "Charter Schools Director" means the person designated by the University Board to administer the operations of the Charter Schools Office.

(h) "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.

(i) "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.

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

(k) "Conservator" means an individual appointed by the University President in accordance with Section 10.10 of these Terms and Conditions.

(l) "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.

(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 April 17, 2012, 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, Schedule 7: Required Information for Public School Academies and Schedule 8: Partnership Agreement.

(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) “State School Reform/Redesign Officer” means the officer described in Section 1280c(9) of the Code, MCL 380.1280c(9), and authorized to act as the superintendent of the State School Reform/Redesign District under Section 1280c(6)(b) of the Code, MCL 380.1280c(6)(b).

(z) “Superintendent” means the Michigan Superintendent of Public Instruction.

(aa) “Terms and Conditions” means this document entitled “Terms and Conditions of Contract, Dated July 1, 2018, issued by the Eastern Michigan University Board of Regents to The James and Grace Lee Boggs School confirming the status of The James and Grace Lee Boggs School as a public school academy.”

(bb) “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.

(cc) “University Board” means the Eastern Michigan University Board of Regents, an authorizing body as designated under Section 501 of the Code, MCL 380.501.

(dd) “University Board Chairperson” means the Chairperson of the Eastern Michigan University Board of Regents or his or her designee.

(ee) “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 State School Reform/Redesign Officer 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 five (5) 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 terminate 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. The Academy shall seek a new contract by making a formal request to the University Board in writing at least two years prior to the end of the current Contract Term. The University Board shall 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 timeline and process for consideration of whether to issue a new contract to the Academy shall be solely determined by the University Board. The standards for the issuance of a new contract shall include increases in academic achievement for all groups of pupils as measured by assessments and other objective criteria established by the University Board as the most important factor of whether to issue or not issue a new contract. The University Board, at its own discretion, may change its timeline and process for issuance of a new contract at any time, and any such changes shall take effect automatically without the need for any amendment to the Contract. Consistent with the Code, the 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.

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 sub-section, familial relationship means a person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or same-sex domestic partner.

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. The Restated Articles of Incorporation shall automatically be incorporated into this Contract. 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. Upon Academy Board approval, the Amended Bylaws shall automatically be incorporated into this Contract. 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 recommendation to the University Board on whether the Academy's request for site expansion should be approved. A positive recommendation 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. The University Board may consider the Academy Board's site expansion request contract amendment following submission by the Charter Schools Director of a positive recommendation. If the University Board 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 University Board 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. Academy Site Is Former Site of Closed Community District School; State School Reform/Redesign Officer Approval Required. If the Academy's proposed site is located within the geographical boundaries of a Community District and is a site that was a former site of a Community District school closed by the State School Reform/Redesign Office within the last 3 school years, then the University Board shall not issue the Contract unless (a) the new Academy

site has a substantially different leadership structure and curricular offering than the previous Community District school that operated at the site; and (b) the State School Reform/Redesign Officer has approved the Academy's use of the site. A copy of the State School Reform/Redesign Officer's approval shall be provided to the Charter Schools Office as part of the application process.

Section 6.19. New Public School Academies Located Within The Boundaries of A Community District. If the circumstances listed below in (a) and (b) or (c) apply to the Academy's site, the Academy represents to the University Board, intending that the University Board rely on such representation as a precondition to issuing this Contract, that the Academy will have a substantially different governance, leadership and curriculum than the public school previously operating at the site:

- (a) The Academy's proposed site is the same location as a public school that (i) is currently on the list under Section 1280c(1), MCL 380.1280c(1), of the public schools in this State that the State School Reform/Redesign Office has determined to be among the lowest achieving 5% of all public schools; or (ii) has been on the list during the immediately preceding 3 school years.
- (b) If an Accountability Plan has been in effect for at least 3 full school years, the Academy's proposed site is at the same location as a public school that has been assigned a grade of "F" under the Accountability Plan for 3 of the preceding 5 school years;
- (c) The Academy's proposed site is not 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.

Section 6.20. Community District Accountability Plan. If any part of the Academy's proposed site is located within the geographical boundaries of a Community District, then the Academy shall comply with the Accountability Plan. This provision shall not apply if a statewide accountability system is enacted into law replacing the Accountability Plan.

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 Employees Relation Act, the Prevailing Wage on State Contracts statute, the Uniform Budgeting and Accounting Act, the Revised Municipal Finance Act of 2001, the Elliott-Larsen Civil Rights Act, the Michigan Handicappers' 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. 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. Except as provided in Section 6.12 of these Terms and Conditions, the University Board delegates to the Charter Schools Director the review and approval of changes or amendments to this Contract. In the event that a proposed change is not accepted by the Charter Schools Director, the University Board shall consider and vote upon a change proposed by the Academy following an opportunity for a presentation to the University Board by the Academy.

Section 9.3. Process for Amendment Initiated by the University Board. The University Board, or an authorized designee, may, at any time, propose specific changes in this Contract or may propose a meeting to discuss potential revision of this Contract. The University Board delegates to the 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 10.7, 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 10.7, 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 Or Placed In State School Reform/Redesign District; Economic Hardship Termination. Except as otherwise provided in this Section 10.3, if the University Board is notified by the State School Reform/Redesign Officer that either (i) an Academy site is subject to closure under section 507 of the Code, MCL 380.507 ("State's Automatic Closure Notice"), or (ii) an Academy site is being placed in the State School Reform/Redesign District ("State's Reform District Notice") pursuant to section 1280c(6) of the Code, MCL 380.1280c(6), 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 or the State's Reform District Notice. If the State's Automatic Closure Notice or State's Reform District 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 or the State's Reform District Notice is received without any further action of the University Board or the Academy.

If the Charter Schools Director determines, in his or her discretion, that either the closure of one or more sites, or the placement of one or more sites in the State School Reform/Redesign District, creates a significant economic hardship for the Academy as a going concern, 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 10.7(c) do not apply to an automatic termination initiated by the State's Automatic Closure Notice, the State's Reform District Notice, or an Economic Hardship Termination under this Section 10.3.

Following receipt of the State's Automatic Closure Notice or the State's Reform District 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 or the State's Reform District Notice, including the granting of any hardship exemption rescinding the State's Automatic Closure Notice, shall be directed to the State School Reform/Redesign Officer, in a form and manner determined by the State School Reform/Redesign Office or the Michigan Department of Technology Management and Budget.

If the State School Reform/Redesign Officer rescinds the State's Automatic Closure Notice or the State's Reform District Notice for an Academy site or sites, 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 State School Reform/Redesign Officer's school improvement plan, if applicable, for the identified site(s).

Section 10.4. Material Breach of Contract; Termination of Contract By University Board Caused By State School Reform/Redesign Officer Order. If the University Board receives notice that (i) an order has been issued by the State School Reform/Redesign Officer under Section 1280c(2) of the Code, MCL 380.1280c(2), placing an Academy site or sites under the supervision of the State School Reform/Redesign Officer; or (ii) an order is issued by the State School Reform/Redesign Officer appointing a Chief Executive Officer to take control of an Academy site or sites pursuant to Section 1280c(7) of the Code, MCL 380.1280c(7), the Charter Schools Director may, at his or her discretion, deem such actions a material breach of this Contract. If the Charter Schools Director determines that the issuance of such an order constitutes a material breach of this Contract, the Charter Schools Director shall notify the Academy of the material breach and request a meeting with Academy Board representatives to discuss the matter. To remedy the material breach, the Academy shall work toward the development of a corrective action plan within thirty (30) days that is acceptable to the Charter Schools Director. In addition to other matters, the corrective action plan shall include the Academy's redesign plan, if applicable, prepared pursuant to section 1280c of the Code, MCL 380.1280c.

The development of a corrective action plan under this Section 10.4 shall not in any way limit the rights of the University Board to revoke, terminate, or suspend this Contract. If the Charter Schools Director determines that the Academy is unable to develop a corrective action plan that can remedy the material breach and that is acceptable to the University, the Charter Schools Director shall recommend that the University Board terminate the Contract at the end of the current school year. If the University Board approves to terminate the Contract under this

Section 10.4, the Contract shall be terminated at the end of the current school year without any further action of either party. If this Contract is terminated pursuant to this Section 10.4, the termination and revocation procedures in Section 10.6 and Section 10.7 shall not apply.

Section 10.5. 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 10.6. 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 10.6, the revocation procedures in Section 10.7 shall not apply.

Section 10.7. 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 10.7(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; or (iv) the appointment of a new Academy Board of Directors or a conservator/trustee to take over operations of the Academy.

Except as otherwise provided in this subsection, reconstitution of the Academy does not restrict the State School Reform/Redesign Officer from issuing an order under section 507 of the Code, MCL 380.507, directing the automatic closure of the Academy's site(s). If, however, the Academy is located within the boundaries of a Community District and an Accountability Plan is in place, the Charter Schools Director shall notify the State School Reform/Redesign Officer that the Plan of Correction includes a reconstitution of the Academy to ensure that the Academy is not subject to automatic closure by the State School Reform/Redesign Officer under section 507 of the Code, MCL 380.507.

(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 10.7(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 10.7(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 request for Contract revocation, and to make a recommendation to the University Board on whether the Contract should be revoked. The revocation hearing shall be held at a location, date and time as determined by the 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 and the Academy Board. Within thirty (30) days of the revocation hearing, the Hearing Panel shall make a recommendation to the University Board concerning the revocation of the Contract. For good cause, the Hearing Panel may extend any time deadline set forth in this subsection. A copy of the Hearing Panel's recommendation shall be provided to the 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 Michigan Department of Education.

(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 10.8. 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 10.7. 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 10.7 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, shall be retained by the University Board for

the Academy until the Contract is reinstated, or shall be returned to the Michigan Department of Treasury upon the State's request.

(c) Immediate Revocation Proceeding. If the Academy Board, after receiving a notice of Contract suspension from the 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 10.7(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 10.7(f) through (h).

Section 10.9. Venue; Jurisdiction. The parties agree that all actions or proceedings arising in connection with this Contract will be tried and litigated only in state or federal courts located in the State 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 10.9. This Section 10.9 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 10.10. Conservator; Appointment By University President. Notwithstanding any other provision of the Contract, in the event 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. During the appointment, the Academy Board members 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 the Code or this Contract.

Section 10.11. 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 shall 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 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) As required, submit to the Superintendent and State Treasurer an enhanced monthly monitoring reports in a form and manner prescribed by the State Treasurer and post such monthly reports on the Academy's website.

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

M.U.S.I.C. INSURANCE COVERAGE REQUIREMENTS for Public School Academies (PSA), Strict Discipline Academies (SDA) Urban High Schools (UHS) & Schools of Excellence (SOE)	
NOTE: Insurance carriers must have an AM Best Rating of "A - VII" or better	
COVERAGE	REQUIREMENTS
General or Public Liability (GL)	<p>Must be Occurrence form.</p> <p>Must include Sexual Abuse & Molestation coverage which can be Occurrence or Claims Made. If this coverage is Claims Made the Retroactive Date must be the same or before date of original University PSA/SDA/UHS/SOE contract. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE.</p> <p>Must include Corporal Punishment coverage. \$1,000,000 per occurrence & \$2,000,000 aggregate.</p> <p>In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.</p> <p>University must be included as an Additional Insured with Primary and Non-Contributory Coverage.</p> <p>NOTE: SDA must also have Security/Police Professional Liability coverage with MINIMUM of \$1,000,000 limit which can be Occurrence or Claims Made. If this coverage is Claims Made, and the SDA goes out of business, the SDA needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the SDA.</p>

Errors & Omissions (E&O)	<p>Must include Employment Practices Liability. 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>
COVERAGE	REQUIREMENTS
Automobile Liability (AL) for Owned and Non-Owned Autos	<p>\$1,000,000 per accident. 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 Additional Insured with Primary and Non-Contributory Coverage. Higher limits are required if PSA/SDA/UHS/SOE has its own buses.</p>
Workers' Compensation	<p>Must be Occurrence form. Statutory Limits with \$1,000,000 Employers Liability Limits. Requirement for PSA/SDA/UHS/SOE when leasing employees from Educational Service Provider (ESP) or Management Firm (MF): NOTE: Must have Alternate Employer Endorsement from ESP/MF. Schedule PSA/SDA/UHS/SOE location on the ESP/MF Contract. 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. Requirement for PSA/SDA/UHS/SOE when leasing employees from Educational Service Provider (ESP) or Management Firm (MF): 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. \$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>
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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.

DISCLAIMER: By requiring such minimum insurance, the University and M.U.S.I.C. shall not be deemed or construed to have assessed the risks that may be applicable to every PSA/SDA/UHS/SOE's operation and related activities. Each PSA/SDA/UHS/SOE should assess its own risks and if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage.

M.U.S.I.C. INSURANCE COVERAGE REQUIREMENTS - DEFINITIONS

Insurance Term	Definition
Alternate Employer Endorsement	An endorsement to a Workers' Compensation policy that provides an entity scheduled as an alternate employer with primary workers' compensation and employer's liability coverage as if it were an insured in the policy.
Auto Liability	Coverage for bodily injury or property damage to others incurred by operation of an owned or used motor vehicle.
Auto Physical Damage	Coverage for damage to the owned or used vehicle.

Claims Made	A policy that will provide coverage for a loss that is reported while the policy is in effect (as long as the loss occurs after the Retroactive Date). Once a Claims Made policy is allowed to expire, all coverage for prior losses ceases.
Commercial General Liability (CGL)	Coverage for claims for damages due to bodily injury or personal injury to any person or for damages to tangible property of others. University should always be included as an Additional Insured for CGL.
Corporal Punishment Coverage	Coverage for the policy holder against allegations of corporal punishment (deliberate infliction of pain as retribution for an offense, or for the purpose of disciplining or reforming a wrongdoer, or to deter attitudes or behavior deemed unacceptable) to registered student(s), even when groundless, false, or frivolous.
Crime Coverage	Coverage for loss of money, securities, or inventory resulting from crime such as employee dishonesty, embezzlement, forgery, robbery, safe burglary, computer fraud, wire transfer fraud, counterfeiting and other criminal acts.
Cyber Liability	Please see below
Directors' & Officers' Errors & Omissions (D&O)	A form of E&O insurance paid on the behalf of directors and officers of a company (or paid for the company itself) to cover damages or defense costs in the event they are sued as individuals for an alleged Wrongful Act related to their organizational activities while they were with that company.
Educational Service Provider (ESP)	An ESP (a.k.a. Management Firm) is a firm hired by a PSA/SDA/UHS/SOE to manage the general operation of the PSA/SDA/UHS/SOE, including the hiring of its employees. In some cases, the PSA/SDA/UHS/SOE may obtain its employees via lease from the ESP.
Employer's Liability Insurance	Coverage for claims and damages due to bodily injury, occupational sickness, or disease or death of an employee when WC may not be an exclusive remedy.
Employment Practices Liability (EPL)	A form of broad insurance coverage that indemnifies the insured for any liability resulting from actual or alleged wrongful termination, sexual harassment, discrimination, or other employment-related claims made against the employer by employees, former employees, or potential employees. Depending on the policy, Employment Practices Liability Insurance can provide coverage for the PSA/SDA/UHS/SOE, its directors and officers, all employees, former employees, volunteers, temporary employees, applicants for employment, partners (professional firms), independent contractors, or outsourced employees.
Errors & Omissions (E&O)	A general term for liability insurance designed to indemnify the insured for an alleged wrongful act because of an error or oversight in conducting the insured's business.

First Named Insured	The person or entity listed first on the policy declarations page as an insured. This primary or first named insured is granted certain rights and responsibilities that do not apply to the policy's other named insureds.
Occurrence Form	With an "occurrence" based policy, even though the policy may have expired, provided the policy was in force at the time that the bodily injury or property damage occurred, a claim can still be made against it.
Primary & Non-Contributory Coverage	Stipulates the order in which multiple policies triggered by the same loss are to respond. For example, a PSA/SDA/UHS/SOE is required to provide liability insurance that is primary and non-contributory to the University that is named as an additional insured. This means the PSA/SDA/UHS/SOE must pay before other applicable policies (primary) and without seeking contribution from other policies that also claim to be primary (non-contributory).
Professional Liability Insurance	Coverage for claims for damages arising out of an error, omission, or negligent act in the performance of professional services.
Retroactive Date	A provision found in many Claims Made policies that eliminates coverage for injuries or damage that occurred prior to the specified Retroactive Date even if the claim is first made during the policy period.
School Leaders' Errors & Omissions	A Claims Made E&O coverage that indemnifies school entities, school boards, employees, student teachers and volunteers for school-related losses that are due to an error in oversight. Such claims could include alleged or actual breach of duty, neglect, errors, misstatements, misleading statements or omissions, including failure to educate.
Security/Police Professional Liability	Provides liability coverage for police officers and police departments, in conjunction with acts, errors, and omissions while performing their professional duties. Coverage includes such perils as false arrest and civil rights violations.
Sexual Abuse & Molestation Coverage	Coverage for the policy holder against allegations of sexual misconduct or molestation to registered student(s).
Statutory Limits (Workers' Compensation)	The minimum amount of Workers' Compensation coverage that is allowed by law.
Tail Coverage	A special liability insurance endorsement that can be purchased to extend a claims made policy beyond the end of the policy period.
Umbrella or Excess Liability	Additional coverage limits higher than (above) the limits of the primary General Liability and Auto policy limits to protect against catastrophic loss. Excess policies sometimes contain exclusions, so should be checked to ensure coverage is at least as broad as primary coverages.

Workers' Compensation (WC)	Coverage for claims under Michigan's WC Act or similar employee benefit act of any other state applicable to an employee. University should not be included as Additional Insured for WC coverage.
Wrongful Act	Any error, misstatement, misleading statement, act, omission, neglect, or breach of duty actually or allegedly committed or attempted by a director or officer, individually or otherwise, in his/her capacity as a director or officer of the PSA/SDA/UHS/SOE.

CYBER LIABILITY GUIDE

Cyber Liability addresses the first- and third-party risks regarding Internet business, the Internet, networks and other assets. Cyber Liability Insurance coverage offers protection for exposures from Internet hacking and notification requirements.

Network Security Liability: Liability to a third party as a result of a failure of your network security to protect against destruction, deletion, or corruption of a third party's electronic data, denial of service attacks against internet sites or computers; or transmission of viruses to third party computers and systems.

Privacy Liability: Liability to a third party as a result of the disclosure of confidential information collected or handled by you or under your care, custody or control. Includes coverage for your vicarious liability where a vendor loses information you had entrusted to them in the normal course of your business.

Crisis Management and Identity Theft Response Fund: Expenses to comply with privacy regulations, such as communication to and credit monitoring services for affected customers. This also includes expenses incurred in retaining a crisis management firm for a forensic investigation or for the purpose of protecting/restoring your reputation as a result of the actual or alleged violation of privacy regulations.

Cyber Extortion: Ransom or investigative expenses associated with a threat directed at you to release, divulge, disseminate, destroy, steal, or use the confidential information taken from the insured, introduce malicious code into your computer system; corrupt, damage, or destroy your computer system, or restrict or hinder access to your computer system.

Network Business Interruption: Reimbursement of your loss of income and / or extra expense resulting from an interruption or suspension of computer systems due to a failure of network security to prevent a security breach. Includes sub-limited coverage for dependent business interruption

Data Asset Protection: Recovery of costs and expenses you incur to restore, recreate, or recollect your data and other intangible assets (i.e., software applications) that are corrupted or destroyed by a computer attack.

Insurance carrier(s) must have an AM Best Rating of "A - VII" or better.

The insurance must be obtained from a licensed mutual, stock, or other responsible company licensed to do business in the State of Michigan. The Academy may join with other public school academies to obtain insurance if the Academy Board finds that such an association

provides economic advantages to the Academy, provided that each Academy maintains its identity as first named insured. The Academy shall have a provision included in all policies requiring notice to the University Board, at least thirty (30) days in advance, upon termination or non-renewal of the policy. In addition, the Academy shall submit within ten (10) days of insurance renewal “Acord” copies of the insurance certificate of liability insurance and public school academy insurance verification document to the Charter Schools Director, or upon request, submit copies of insurance policies binder sheets evidencing all insurance required by the Contract, and proof of naming University as additionally insured. 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.

Furthermore, if the Academy utilizes an Educational Service Provider, the following insurance requirements apply:

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 covenants not to sue the University Board, the University, or any of its Regents, 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 Regents, 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.

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; Compliance with School Safety Initiative. 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, demands, 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 or Applicable Law. 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 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 Michigan Department of Education. 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 State School Reform/Redesign Officer 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.”

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 ESP 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 ESP 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.

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:	Eastern Michigan University Charter Schools Office ATTN: Charter Schools Office Director 310 Porter Building Ypsilanti, MI 48197
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With a copy to: Eastern Michigan University
Legal Affairs
ATTN: Associate General Counsel
11 Welch Hall
Ypsilanti, MI 48197

If to Academy: The James and Grace Lee Boggs School
Board President Lumas Helaire
4141 Mitchell Street
Detroit, MI 48207

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 seven (7) years until June 30, 2025, unless sooner revoked or terminated according to the terms hereof.

Section 12.10. Indemnification. As a condition to receiving a grant of authority from the University Board to operate a public school pursuant to the terms and conditions of this Contract, the Academy agrees to indemnify, defend and hold the University Board, the University and its Board of Regents 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 Regents 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 and in accordance with Part 6A of the Code.

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. Low Performance Based on State Accountability. If the State of Michigan identifies the Academy as low-performing based upon then-current state accountability standards, the Academy will give notice to the Charter Schools Office of any proposed agreements between the school and the State of Michigan, or requirements imposed upon the school by the State of Michigan. Any such agreements or requirements shall be incorporated into this Contract by reference.

Section 12.24. Data Breach Response Plan. Within one year after the effective date of this Contract, the Academy Board shall design and implement a comprehensive data breach response plan. The data breach response plan should be made available to Academy personnel and any Educational Service Provider contracting with the Academy. The data breach response plan should be updated periodically by the Academy Board to address changes in data threat assessments and changes in applicable state and federal privacy laws. 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 Smith, President
Eastern Michigan University

Date: July 1, 2018

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.

THE JAMES AND GRACE LEE BOGGS SCHOOL ACADEMY

By: 
Print Name: Lomas J. Helaire
Title: Board President

Date: July 1, 2018

CONTRACT SCHEDULES

Schedules

Articles of Incorporation1

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Physical Plant Description6

Required Information for Public School Academy7

CONTRACT SCHEDULE 1

Articles of Incorporation

**DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU
NONPROFIT CORPORATION ANNUAL REPORT**

2017

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

Identification Number

71136N

Corporation Name

THE JAMES AND GRACE LEE BOGGS SCHOOL

Resident agent name and mailing address of the registered office

AMANDA ROSMAN

MI

The address of the registered office

4141 MITCHELL ST

DETROIT MI 48207

Describe the purpose and activities of the corporation during the year covered by this report:

Electronic Signature

Filed By

AMANDA ROSMAN

Title

AUTHORIZED OFFICER OR AGENT

Phone

3134087235

I certify that this filing is submitted without fraudulent intent and that I am authorized by the business entity to make any changes reported herein.

Payment Information

Payment Amount

\$ 20

Payment Date/Time

07/05/2017 19:04:36

Reference Nbr

71315 6800 71136N 2017

MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH BUREAU OF COMMERCIAL SERVICES		FILED
Date Received	(FOR BUREAU USE ONLY)	
MAR 18 2013	MAR 21 2013	
This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.		Administrator Corporation Division
Name Amanda Rosman		Tran Info: 18493909-1 03/13/13 Chk#: 2117 Amt: \$20.00 ID: AMANDA ROSMAN
Address 553 East Kirby St.		EFFECTIVE DATE:
City Detroit	State MI	

Document will be returned to the name and address you enter above.
 If left blank document will be mailed to the registered office.

71136N

ARTICLES OF INCORPORATION
For use by Domestic Nonprofit Corporations
 (Please read information and instructions on the last page)

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

ARTICLE I

The name of the corporation is: **The James and Grace Lee Boggs School**

ARTICLE II

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

ARTICLE III

1. The corporation is organized upon a Nonstock basis.
(Stock or Nonstock)

2. If organized on a stock basis, the total number of shares which the corporation has authority to issue is N/A.
 If the shares are, or are to be, divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences and limitations of the shares of each class are as follows:
N/A

CS

Use space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

See attached Articles VI-XIII.

I, (We), the incorporator(s) sign my (our) name(s) this 7th day of March, 2013.

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_____	_____

ARTICLE I

[The name of the corporation is: **The James and Grace Lee Boggs School.**]

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

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 to charter a public school academy ("Contract") authorized under the Code.

ARTICLE III

(3)(c) The corporation is to be financed under the following general plan:

- i. State school aid payments received pursuant to the State School Aid Act of 1979 or any successor law.
- ii. Federal funds.
- iii. Donations.
- iv. Fees and charges permitted to be charged by public school academies.
- v. Other funds lawfully received.

ARTICLE VI

The corporation is a governmental entity.

ARTICLE VII

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

ARTICLE VIII

Before the issuance of a Contract to the corporation by the University Board, the method of selection, length of term, and the number of members of the Board of Directors of the corporation shall be approved by a resolution of the University Board as required by the Code.

ARTICLE IX

The Board of Directors shall have all the powers and duties permitted by law to manage the business, property, and affairs of the corporation.

ARTICLE X

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

ARTICLE XI

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

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

ARTICLE XII

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

The corporation, by a majority vote of its Board of Directors, may, at any time, propose specific changes to these Articles of Incorporation or may propose a meeting to discuss potential revision to these Articles of Incorporation. The proposal will be made to the University Board through its designee. The University Board delegates to the Charter Schools Office Director the review and approval of changes or amendments to these Articles of Incorporation. In the event that a proposed change is not accepted by the 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 changes to these Articles of Incorporation or may propose a meeting to discuss potential revision. The corporation's Board of Directors may delegate to an officer of the corporation the review and negotiation of changes or amendments to these Articles of Incorporation. The Articles of Incorporation shall be amended as requested by the University Board upon a majority vote of the corporation's Board of Directors.

Amendments to the Articles of Incorporation take effect only after they have been approved by the corporation's Board of Directors and by the University Board or its designee and filed with the Michigan Department of Licensing and Regulatory Affairs, Bureau of Commercial Services. In addition, the corporation shall file with the amendment a copy of the University Board's or its designee's approval of the amendment.

ARTICLE XIII

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

ADOPTION OF ARTICLES

These Articles of Incorporation shall become effective upon filing. However, the corporation shall not carry out its purposes until the University Board issues a contract to operate a public school academy and the contract is executed by designated representatives of the corporation and the University Board.

CONTRACT SCHEDULE 2

Bylaws

BYLAWS
OF
THE JAMES AND GRACE LEE BOGGS SCHOOL

ARTICLE I

NAME

This organization shall be called The James and Grace Lee Boggs School (the “Academy” or “Corporation”).

ARTICLE II

FORM OF CORPORATION

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

ARTICLE III

OFFICES

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

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

ARTICLE IV

BOARD OF DIRECTORS

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

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

resignation, compensation and prerequisite qualifications for members of the Academy Board shall comply with the resolution adopted by The Board of Regents of Eastern Michigan University (the “University Board”).

ARTICLE V

MEETINGS

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

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

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

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

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

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

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

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

ARTICLE VI

COMMITTEES

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

ARTICLE VII

OFFICERS OF THE BOARD

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII

CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS

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

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

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

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

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

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

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

ARTICLE IX

INDEMNIFICATION

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

ARTICLE X

FISCAL YEAR

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

ARTICLE XI

AMENDMENTS

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

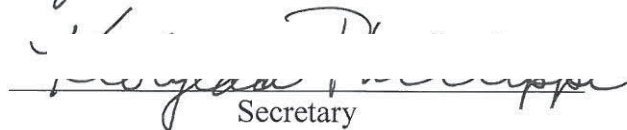
ARTICLE XII

CONTRACT DEFINITIONS

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

CERTIFICATION

The Academy Board certifies that these Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by unanimous consent of the Academy Board on the 20th day of June, 2013.


Secretary

CONTRACT SCHEDULE 3

Fiscal Agent Agreement

SCHEDULE 3

FISCAL AGENT AGREEMENT

This Agreement is part of the Contract issued by the Eastern Michigan University Board of Regents ("University Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to **The James and Grace Lee Boggs School**, 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 **The James and Grace Lee Boggs School**.

BY: _____

_____, Director

Bureau of Bond Finance
Michigan Department of Treasury

Date: _____, 2018

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 **The James and Grace Lee Boggs School** (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 12.18(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 12.18(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

Custodian

Function: Maintain cleanliness and general upkeep of school

Reports to: Executive Director

Responsibilities:

- Support the Executive Director in general building operations
- Mop hard floors, hallways, stairwells, and bathrooms at least daily
- Vacuum carpeted classrooms, hallways, and offices daily or as needed
- Check bathrooms regularly for cleanliness; refill paper products and soap as needed
- Empty trash in all classrooms, offices, bathrooms, and Flex Space
- Clean Flex Space after meals
- Monitor grounds for needed services: lawn waste and debris removal, safety maintenance of playground equipment, cleanliness of playground, hoop house, and school lawn; perform said maintenance OR inform Executive Director of needed maintenance to be performed by outside contractor
- Perform odd building maintenance jobs as needed OR inform Executive Director of needed maintenance to be performed by outside contractor
- Engage contractors for odd jobs as needed and in cooperation with Executive Director
- Communicate with landlord, service technicians, and others during onsite visits as needed
- Monitor supply levels; research and place supply/equipment orders; verify shipment
- Communicate with other staff to make sure cleanliness/maintenance agreements are being followed

Qualifications: Experience in custodial or building maintenance preferred; Experience working with children or in schools preferred

Executive Director

Function: Provide oversight and attention to all aspects of the school's financial, development, physical, and reporting functions.

Reports to: Educational Service Provider

Responsibilities:

- Follow, implement, and support the school's mission statement and educational philosophy.
- Facilitate the school's business and facility operations
- Ensure compliance with the State, ISD, and authorizer
- Facilitate financial operations
 - o Responsible for accounts payable & receivable; maintain accounting records
 - o Deposit receipts
 - o Prepare and revise budget for finance committee
 - o Complete schedules and reports for annual financial audit; Respond to auditors during fieldwork
 - o Solicit bids for services or products
 - o Negotiate contracts and leases
 - o Solicit donations
- Oversee facility and general operations
 - o Contact person for landlord (property management company), building repairs and maintenance, technology repairs or support
- Plan and direct the school's day-to-day operational needs
 - o Identify, interview, hire, evaluate and terminate all non-instructional staff
 - o Support and assist non-instructional staff
- Manage Enrollment
 - o Facilitate student enrollment through advertising and open houses
 - o Collect completed enrollment forms and direct student placement
- Manage Compliance and Reporting
 - o Complete immunization reporting
 - o Complete quarterly financial reporting to Eastern Michigan University
 - o Collect student data
 - o Report data to Michigan Department of Education
 - o Lead School Improvement Plan Team
- Manage Funding
 - o Apply for state, federal, and other funding
 - o Write performance reports for grant funding
 - o Develop EMU funding narrative and budget
 - o Participate in EMU Charter Schools Office annual oversight evaluation
- Work with the School Board, plan and implement charter and board policies

Qualifications: Bachelors Degree required, Masters Degree preferred. Three to five years teaching experience or experience in education administration or leadership preferred. Legal, business management, and/or nonprofit experience preferred.

Office Administrator

Function: Provide organization for staff and student records, management of office, support for administration
Reports to: Executive Director

Responsibilities:

- Support the Executive Director in general operations
- Organize and manage staff and student records
 - o Work with Principal and teaching staff to edit and process progress reports
- Manage school office (arrive no later than 8:15am)
 - o Answer multiline phone system; forward calls and messages to staff
 - o Greet and direct visitors
 - o Make coffee
 - o Complete office or computer tasks for teachers or other staff
 - o Research supply/equipment purchases; place supplies/equipment orders; verify shipping
 - o Verify attendance records with teachers
 - o Forward student enrollment inquiries to designated staff person
 - o Schedule prospective parent visits
 - o Support the management of completed enrollment and registration forms
 - o File progress reports and other documents in students' files
 - o Maintain organization of all student files in hard copy and in electronic student data system
 - o Support copier/printer
- Support student needs
 - o Disciplinary: create quiet spaces for students in need of breaks
 - o Disciplinary: interact with students needing intervention; refer to appropriate staff member with instructions
 - o Health: administer medications per protocol
 - o Health: provide basic first aid as needed
 - o Health: communicate with parents regarding student illness and injury; arrange for pick-up as needed
 - o Other: tend to various student issues; contact administration for support
- Support administrative team
 - o Make sure walkie-talkie system is coordinated and working for all staff at all times
 - o Provide administrative support to Executive Director as needed
 - o Provide administrative support to Principal and Programming Director on limited basis as needed

Qualifications: Bachelors Degree required; Experience in business or administration preferred; Experience in the field of education preferred

Job title	<i>Principal</i>
Reports to	<i>Nataki Educational Services; The James and Grace Lee Boggs School Board</i>

Job purpose

Provide academic and organizational leadership that meets the mission to nurture creative, crucial thinkers who contribute to the well being of their communities.

Duties and responsibilities

- Implement, follow, and support the school's mission and educational purposes
- Maintain clear communication and positive relationships with all stakeholders: staff, students, parents, and community members
- Monitor and improve student academic progress and school programming opportunities
- Engage students, families, and community members in the life and mission of the school
- Support teachers in providing social-emotional growth opportunities for students
- Communicate with and support the School Board
- Provide an excellent academic program, school culture and image by
 - Identifying, interviewing, hiring, evaluating and coaching instructional and support staff
 - Facilitating productive staff meetings
 - Completing formal and informal observations and holding conferences with teachers and support staff
 - Completing annual written evaluations of all staff and reviewing the evaluations with each staff member prior to contract recommendations
 - Facilitating school functions
 - Monitoring classroom environments
 - Attending school-sponsored events
 - Attending after school activities
 - Coordinating, supporting, implementing and developing curriculum
 - Providing leadership that models the values of the school

Qualifications

Bachelor's Degree (required)

Masters Degree (preferred)

Three to Five years of teacher experience (required)

Experience in educational administration of leadership positions (preferred)

State of Michigan Administration Certification (required)

Qualifications include:

- Ability to build rapport and trust with multiple stakeholders
- Experience with the Place-Based Education model of education
- Familiarity with the legacy and philosophies of James and Grace Lee Boggs
- Flexibility
- Excellent Conflict Resolution Skills
- Experience in an urban school setting

Direct reports

Classroom Teachers

Classroom Instructional Aides

Support Teachers (e.g., MTSS, Special Education Coordinator)

Programming Director

Approved by:	Nataki Educational Services
Date approved:	<i>September 2016</i>
Reviewed:	<i>September 2016</i>

Job title	<i>Programming Director</i>
Reports to	<i>Principal</i>

Job purpose

Provide dynamic enrichment programming during and after school that meets the mission to nurture creative, critical thinkers who contribute to the well being of their communities.

Duties and responsibilities

- Seek and develop programming opportunities to enrich the existing curriculum with arts and movement
- Secure and manage grants that support programming opportunities
- Recruit, monitor, and evaluate programming staff, both in school and after school
- Ensure that school programs and activities conform to state and district guidelines
- Evaluate program effectiveness for multiple stakeholders
- Ensure the general welfare of students during school activities and on school trips
- Assist teachers in securing out-of-classroom enrichment experiences that support their place-based curriculum
- Collect fees for trips and after school activities
- Support the professional growth of programming staff
- Communicate effectively with school stakeholders: staff, students, families, and community members
- Maintain appropriate records and file necessary reports
- Create schedules for programming activities during the school day and after school

Qualifications

Bachelor's Degree (required)

At least three years teacher experience (required)

Program coordinating experience (required)

Community organizing experience (preferred)

Qualifications include:

- Ability to work in noisy and chaotic environments
- Ability to work cooperatively with multiple stakeholders

Physical requirements

Programming at the Boggs School exists year round and may include outdoor duties during cold weather.

Direct reports

Programming Staff

Approved by:	<i>Julia Putnam</i>
Date approved:	<i>August 2015</i>
Reviewed:	<i>August 2015</i>

Job title	<i>Classroom Teacher</i>
Reports to	<i>Principal</i>

Job purpose

The purpose of this position is to help accomplish the mission of the school, which is to nurture creative, critical thinkers who contribute to the well-being of their communities. Through a place-based model of instruction that emphasizes inquiry-based learning, a connection to place, and civic action, classroom teachers provide students with the academic and social emotional tools to achieve ambitious goals and to live lives of meaning. Boggs School teachers deliver a combination of established and self-created curriculum through collaboration and connection with students, colleagues, families, and community partners.

Duties and responsibilities

*Including but not limited to:

Instruction, Assessment, & Planning

- Provide instruction in stated subject matter using the Responsive Classroom method of culture-building and management
- Write and submit yearly curriculum maps, unit plans, and weekly lesson plans aligned with the common core state standards and a place-based model of instruction
- Write, deliver, and revise classroom curriculum, including classroom assessments that align with lessons
- Conduct benchmark assessments and update assessment tracker documents
- Maintain a grade book and write progress reports
- Meet at least 2x a year with families to discuss student progress
- Prepare data for special education reporting and IEP meetings

Collaboration

- Attend weekly staff meetings
- Attend common planning sessions
- Participate in school improvement committees
- Develop and implement school operations systems
- Recess duty
- Attend IEP meetings and meetings with special education coordinator
- Recess duty
- Dinner/Dismissal Duty

Professional Development

- Attend three week Summer Institute in August (training schedules may be flexible depending on training needs and available dates), including completing assigned readings
- Complete the yearly Southeastern Michigan Stewardship Coalition (SEMIS) PD cycle as specified in the Employee Handbook
- Attend trainings according to identified professional needs and training availability
- Be familiar with the school's origins, including the lives and legacy of James and Grace Lee Boggs

Community-Building

- Attend and/or conduct family meetings no more than once a month
- Follow Responsive Classroom methods of classroom culture building and discipline
- Follow the School Code of Conduct expectations as specified in the Employee Handbook

Building Maintenance & Safety

- Be familiar with all safety drills and procedures

- Follow all school safety protocols including classroom lock-up procedures, playground supervision procedures, etc.

Qualifications

Minimum qualifications:

K-8 State of Michigan Teaching Certification; K-5 State of Michigan Elementary Certification

Other qualifications:

Experience teaching in urban areas (with excellent recommendations from former colleagues)

Additional subject certifications, specialized knowledge or talents e.g. Music, Foreign Language, Juggling, Sewing, etc.

Other Important characteristics:

Comfort with facing ambiguity, struggling through conflict for personal and collective growth

A collaborative spirit

Humility

Flexibility

Strong organizational skills

Working conditions

The Boggs School was founded upon the premise that it is necessary to re-imagine all of our existing institutions--including schools-- in order to transform a society that has consistently failed the most vulnerable people in our country. When we approached Grace to name the school after her, she challenged us to “think beyond what we even believe is possible”.

This edict creates working conditions in which we are not always sure about the answers even to our own questions, even when those questions feel urgent. This ambiguity often causes tension and conflict that we are committed to work through as a collaborative team. That requires a desire to build healthy communication skills, the courage to have honest, hard conversations, and the humility to understand that we are all works in progress. If this sounds undesirable, this school would not be a good culture fit.

Physical requirements

Classroom teachers supervise recess every day for 30 minutes barring rain or below zero temperatures.

Approved by:	<i>Julia Putnam</i>
Date approved:	<i>Spring 2017</i>
Reviewed:	<i>May 2017</i>

Job title	<i>Classroom Instructional Aide</i>
Reports to	<i>Principal</i>

Job purpose

The purpose of this position is to help accomplish the mission of the school, which is to nurture creative, critical thinkers who contribute to the well-being of their communities. The classroom instructional aide does this by assisting the classroom teacher with their instructional duties both in academic and social-emotional skills. This would include supporting either the whole classroom or by assisting a specific student or a small number of specific students in following the daily structure of the day, following the rules and procedures of the classroom, and/or small group or one-on-one instruction, per directions by the classroom teacher.

Duties and responsibilities

*Including but not limited to:

Classroom Support

- Support the classroom teacher in creating a culture of learning in the classroom
- Develop respect and rapport with all students
- Provide breaks and/or support for student(s) having a hard time following the procedures of the classroom
- Support the classroom culture using the Responsive Classroom method of culture-building and management
- Provide one-on-one or small group instruction based on classroom teacher lesson plan
- Supervise lunch

Collaboration

- Attend weekly staff meetings
- Attend common planning sessions with other aides and/or classroom teachers
- Participate in school improvement committees
- Develop and implement school operations procedures

Professional Development

- Attend three week Summer Institute in August (training schedules may be flexible depending on training needs and available dates), including completing assigned readings
- Attend trainings according to identified professional needs and training availability
- Familiarity with the school's origins, including the lives and legacy of James and Grace Lee Boggs

Building Maintenance & Safety

- Be familiar with all safety drills and procedures
- Follow all school safety protocols including classroom lock-up procedures, playground supervision procedures, etc.

Qualifications

Minimum qualifications:

60 college credits or Associate's Degree

Other qualifications:

Experience teaching in urban areas (with excellent recommendations from former colleagues)

Additional subject certifications, specialized knowledge or talents e.g. Music, Foreign Language, Juggling, Sewing, etc.

Other Important characteristics:
Comfort with facing ambiguity and conflict
A collaborative spirit
Humility
Flexibility
Strong organizational skills

Working conditions

The Boggs School was founded upon the premise that it is necessary to re-imagine all of our existing institutions--including schools-- in order to transform a society that has consistently failed the most vulnerable people in our country. When we approached Grace to name the school after her, she challenged us to “think beyond what we even believe is possible”.

This edict creates working conditions in which we are not always sure about the answers even to our own questions, even when those questions feel urgent. This ambiguity often causes tension and conflict that we are committed to work through as a collaborative team. That requires a desire to build healthy communication skills, the courage to have honest, hard conversations, and the humility to understand that we are all works in progress. If this sounds undesirable, this school would not be a good culture fit.

Approved by:	<i>Julia Putnam</i>
Date approved:	<i>Spring 2017</i>
Reviewed:	<i>May 2017</i>

Job title	Multi-Tiered System of Supports (MTSS) Coordinator
Reports to	<i>Principal</i>

Job purpose

The purpose of the MTSS Coordinator is twofold:

1- to increase school capacity in 2 major areas: data-driven decision-making and building staff knowledge and skills in using the MTSS model. To build school-wide capacity in data-driven decision-making, the MTSS Coach will coordinate regular collection of school-wide behavior and assessment data, and routinely provide this data to school stakeholders. The MTSS director will also provide training and coaching to teachers and aides in the tiered MTSS model, and in implementation of high quality interventions in the classroom.

2- In addition to responsibility for the school systems enumerated above, the MTSS Coordinator will provide and model direct academic and behavioral support to students who qualify for intervention services via Title 1 or Title 3.

The direct service component of this position shall take precedence while school is in session, comprising 80% of the Coordinator's work day, on average. When school is out of session, the coordinator's focus will be on building school systems, compiling data, and designing staff training.

*This is a 12 month position.

Duties and responsibilities

School Culture

- Familiarity with the school's origins, including the lives and legacy of James and Grace Lee Boggs
- Familiarity with Place-Based Education and ability to discuss PBE with school community stakeholders.

Assessment, Instruction, and Training

- Design and train the staff in a school-specific MTSS model, including appropriate assessments and protocols for student eligibility/movement in Tiers 1-3.
- Create a school-wide annual assessment calendar, and manage digital assessment records in order to ensure that achievement data is up-to-date, accessible, and usable for curricular, instructional, and budgetary decisions.
- Provide or coordinate staff training in school-approved Intervention systems, including (but not limited to) Orton Gillingham, Leveled Literacy Instruction, and AddVantage Math Recovery. After initial training, provide staff with ongoing coaching and implementation support to ensure fidelity.
- Provide direct intervention instruction to small groups and individual students for no less than 80% of the school day on average, when school is in session.

Collaboration

- Collaborate and share student data with the Classroom Teachers, Aides, and Special Education staff, in order to make instructional decisions and determine student movement between Tiers 1-3
- Attend/facilitate (as appropriate) weekly staff meetings
- Attend/present (as appropriate) at school board meetings

- Attend/facilitate (as appropriate) common planning sessions with aides and/or classroom teachers
- Participate in school improvement committees
- Develop and implement school operations procedures

Professional Development

- Attend/plan/facilitate (as appropriate) Summer Institute in August (training schedules may be flexible depending on training needs and available dates), including completing assigned readings, preparing training/presentation materials as needed
- Attend trainings according to identified professional needs and training availability

Building Maintenance & Safety

- Be familiar with all safety drills and procedures
- Follow all school safety protocols including classroom lock-up procedures, playground supervision procedures, etc.
- With proper training, fulfill “admin on duty” role according to chain of command.

Qualifications

Minimum qualifications:

K-8 State of Michigan Teaching Certification; K-5 State of Michigan Elementary Certification

Classroom Teaching experience preferred

Experience with data management systems such as Excel preferred

Other qualifications:

Experience teaching in urban areas (with excellent recommendations from former colleagues)

Additional subject certifications, specialized knowledge or talents e.g. Music, Foreign Language, Juggling, Sewing, etc.

Other Important characteristics:

Comfort with facing ambiguity and conflict

A collaborative spirit

Humility

Flexibility

Strong organizational skills

Working conditions

The Boggs School was founded upon the premise that it is necessary to re-imagine all of our existing institutions--including schools-- in order to transform a society that has consistently failed the most vulnerable people in our country. When we approached Grace to name the school after her, she challenged us to “think beyond what we even believe is possible”.

This edict creates working conditions in which we are not always sure about the answers even to our own questions, even when those questions feel urgent. This ambiguity often causes tension and conflict that we are committed to work through as a collaborative team. That requires a desire to build healthy communication skills, the courage to have honest, hard conversations, and the humility to understand that we are all works in progress. If this sounds undesirable, this school would not be a good culture fit.

Approved by:	<i>Julia Putnam</i>
Date approved:	<i>June 2017</i>
Reviewed:	<i>June 2017</i>

Job title	<i>Resource Room Teacher/Special Education Coordinator</i>
Reports to	<i>Principal</i>

Job purpose

The purpose of the resource room teacher is to provide instruction for students who are eligible for special education services and to coordinate service provisions for students beyond the resource room.

Duties and responsibilities

School Culture

- Familiarity with the school's origins, including the lives and legacy of James and Grace Lee Boggs
- Familiarity with Place-Based Education and ability to discuss PBE with school community stakeholders.

Assessment & Instruction

- Provide instruction to meet the goals on student individualized education plans
- Monitor progress on student goals

Compliance & Coordination

- Schedule and conduct timely MET & IEP meetings
- Write compliant Individualized Education Plans
- Coordinate other service providers to achieve IEP goals

Collaboration

- Collaborate and share data with the classroom teachers and resource room teacher to support student progress a
- Attend weekly staff meetings
- Attend common planning sessions with other aides and/or classroom teachers
- Participate in school improvement committees
- Develop and implement school operations procedures

Professional Development

- Attend Summer Institute in August (training schedules may be flexible depending on training needs and available dates), including completing assigned readings
- Attend trainings according to identified professional needs and training availability

Building Maintenance & Safety

- Be familiar with all safety drills and procedures
- Follow all school safety protocols including classroom lock-up procedures, playground supervision procedures, etc.

Qualifications

State the minimum qualifications required to successfully perform the job. These are the qualifications that are necessary for someone to be considered for the position.

Qualifications

Minimum qualifications:

K-8 State of Michigan Teaching Certification; K-5 State of Michigan Elementary Certification
Classroom Teaching experience preferred
Experience with data management systems such as Excel preferred

Other qualifications:

Experience teaching in urban areas (with excellent recommendations from former colleagues)
Additional subject certifications, specialized knowledge or talents e.g. Music, Foreign Language, Juggling, Sewing, etc.

Other Important characteristics:
Comfort with facing ambiguity and conflict
A collaborative spirit
Humility
Flexibility
Strong organizational skills

Working conditions

The Boggs School was founded upon the premise that it is necessary to re-imagine all of our existing institutions--including schools-- in order to transform a society that has consistently failed the most vulnerable people in our country. When we approached Grace to name the school after her, she challenged us to “think beyond what we even believe is possible”.

This edict creates working conditions in which we are not always sure about the answers even to our own questions, even when those questions feel urgent. This ambiguity often causes tension and conflict that we are committed to work through as a collaborative team. That requires a desire to build healthy communication skills, the courage to have honest, hard conversations, and the humility to understand that we are all works in progress. If this sounds undesirable, this school would not be a good culture fit.

Approved by:	<i>Julia Putnam</i>
Date approved:	<i>June 2017</i>
Reviewed:	<i>June 2017</i>

Job title	<i>Lunch Supervisor</i>
Reports to	<i>Principal</i>

Job purpose

The purpose of this position is to provide support to students and staff during the lunch hour in a manner consistent with the mission of the school, which is to nurture creative, critical thinkers who contribute to the well-being of their communities.

Job hours

Monday-Friday, 10:45am-12:15pm

Duties and responsibilities

*Including but not limited to:

Preparation and Supervision

- Upon arrival to the cafeteria space, check to see if there is clean solution in the bucket with the table rags.
- Wring out the cleaning rags and put them in an accessible place for cleaning
- Welcome students as they enter and help them find a place to sit if they are struggling
- Help students follow the lunchroom agreements posted on the anchor chart
- Use reminding language when students are not meeting the agreements
- Ring the chime ten minutes before the end of lunch (for the younger grades) and five minutes before the end of lunch (for the older grades) to instruct kids to clean up the room
- Monitor student cleaning and provide support for getting the room clean for the next class to enter

Building Maintenance & Safety

- Be familiar with all safety drills and procedures
- Follow all school safety protocols

Culture-Building

- Have fun with students
- Sit amongst students when appropriate and help them have conversations with you and one another to promote a kind and caring atmosphere

Qualifications

Minimum qualifications:

- Punctuality
- Experience working with children
- Excellent management skills of large groups
- Assertive and kind

Other qualifications:

Experience working with urban youth (with excellent recommendations from former colleagues)

Responsive Classroom and/or Restorative Practices training

Other Important characteristics:

Comfort with managing conflict

A collaborative spirit

Humility

Flexibility

Strong organizational skills

Working conditions

The Boggs School was founded upon the premise that it is necessary to re-imagine all of our existing institutions--including schools-- in order to transform a society that has consistently failed the most vulnerable people in our country. When we approached Grace to name the school after her, she challenged us to “think beyond what we even believe is possible”.

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Physical requirements

Lunch supervisors may be asked to move, set up, and rearrange heavy cafeteria tables.

Approved by:	<i>Julia Putnam</i>
Date approved:	<i>9-15-2017</i>
Reviewed:	

Nataki Educational Services, Non-Profit Organization
Management Service Agreement

This agreement, ("Agreement") is made effective as of this 31st day of May, in the year of 2013 between Nataki Educational Services ("NES"), a nonprofit corporation, whose principal office is located at 20755 Greenfield Road, Suite 908, Southfield, Michigan, 48075 and the James and Grace Lee Boggs School ("Academy"), a Michigan nonprofit corporation, operating a public school academy organized pursuant to Michigan Public Act 451 of 1979, as amended, whose principal office is located at 553 East Kirby, Detroit, MI 48202. NES and the Academy may be referred to collectively as the "Parties" or individually as "Party."

I. Recitals

- A. The Academy is a public school academy subject to the requirements of Part 6A of the Revised School Code, as amended (the "Code") providing public school instruction as a charter school pursuant to a contract issued by Eastern Michigan University Board of Regents (the "Contract").
- B. The public school academy is operated under the direction of its Board of Directors (the "Academy Board").
- C. NES is a Michigan Non-Profit Organization under the direction of the NES Board of Directors ("NES Board").
- D. NES offers to Michigan public school academies employee administration and management services including, but not limited to, teacher employment, payroll, benefit administration and other similar services.
- E. NES and the Academy desire to enter into an agreement, as defined by MCL 380.523c(2)(c), whereby NES and the Academy will work together to deliver systems of educational excellence and services to the Academy upon the terms and conditions set forth in this Agreement.

Now, therefore, the parties agree as follows:

II. Term

This Agreement shall commence on the date first written above and remain in full force and effect for a period of one (1) year thereafter ("Initial Period"), unless terminated upon not less than thirty (30) days' prior written notice to the other Party or as provided in this Agreement. After the Initial Period, this Agreement shall automatically renew for successive and consecutive one (1) year periods until terminated by either Party with thirty (30) days prior written

notice to the other Party or as provided for in this Agreement. During the thirty (30) days from the date written cancellation is sent to the other Party, the Parties will continue to meet the obligations set forth in this Agreement, including without limitation, the obligation of the Academy to pay all NES invoices. The period that this Agreement shall be in full force and effect is referred to as the "Term," and shall not exceed the term of the Contract.

III. Personnel and Training

Subject to recommendation by the Academy Board and approval by NES:

A. **Principal.** NES, consistent with state law, will select, hire and supervise the Principal, establish employment terms consistent with the Academy Board-approved budget, and hold him or her accountable for the success of the Academy.

B. **Teachers.** NES shall recommend the number of teachers, and the applicable grade levels and subjects, required for the operation of the Academy consistent with the Academy Board-approved budget. NES shall provide the Academy with such teachers, qualified in the grade levels and subjects required, as are required by the Academy Board and establish employment terms. These teachers may, at the discretion of NES, work at the Academy on a full- or part-time basis. If assigned to the Academy on a part-time basis, such teachers may also work at other schools operated by NES. Each teacher assigned to the Academy shall hold a valid teaching certificate issued by the state board of education under the Code to the extent required under the Code and be highly qualified, or meet Code provisions for non-certified teachers. NES will have the authority to select the teachers in the Academy and to hold them accountable. Unless otherwise agreed, teachers shall not be employees of the Academy Board.

C. **Support Staff.** NES shall recommend the number and functions of support staff required for the operation of the Academy consistent with the Academy Board-approved budget and establish employment terms. NES shall provide the Academy with such support staff, qualified in the areas required, as is required by the Academy. Such support staff may, at the discretion of NES, work at the Academy on a full- or part-time basis. If assigned to the Academy on a part-time basis, such support staff may also work at other schools operated by NES.

D. **Employer of Personnel.** Unless otherwise agreed or required by law or the Contract, staff and personnel at the Academy will be employees or subcontractors of NES. Compensation of all employees ("Employees") of the Academy shall be paid by the Academy Board. The Academy shall reimburse NES for the compensation NES pays its Employees or subcontractors of NES in the performance of services at the Academy. For purposes of this Agreement, compensation shall include salary, fringe benefits and training, including without limitation retirement planning, and state and federal tax withholdings. NES will inform the Academy Board of the level of

compensation and fringe benefits provided to the Employees of NES. NES, in consultation with the Principal, shall be responsible for selection, evaluation, discipline, and termination. NES shall also be responsible for conducting criminal background checks and unprofessional conduct checks on its Employees as if it were a public school academy under the Code.

During the term of this Agreement, NES shall not enter into any agreement with the Academy Board or any NES employee restricting or prohibiting the Academy Board from hiring such person, and any such agreement shall, for the purpose of this Agreement, be of no force or effect.

E. Training. NES shall provide training in its Academy Board-approved curriculum, program, and technology, to all teaching personnel on a regular and continuous basis. Instructional personnel shall receive such training as required under the Code. Non-instructional personnel shall receive such training as NES determines reasonable and necessary under the circumstances.

F. Background and Unprofessional Conduct Checks. NES acknowledges and agrees that unless the Academy Board notifies it that it is not subject to the provisions of Michigan Public Act 84 of 2006, as amended (hereafter "PA 84 of 2006"), NES will have its agents, Employees, representatives, or agents, employees or representatives of its subcontractor, who will be regularly and continuously performing services on the Academy's premises, fingerprinted and subjected to criminal history and background checks through the Michigan State Police and Federal Bureau of Investigation, as detailed in PA 84 of 2006, within the timelines required by law. NES further agrees to provide the Academy Board with a copy of all fingerprinting and criminal history background reports promptly upon receipt of same. Additionally, unless notified it is not subject to PA 84 of 2006, NES represents and warrants to the Academy Board that it will at all times during the term of this Agreement comply with the provisions of PA 84 of 2006, including, but not limited to, reporting to the Academy Board within 3 business days of when it, or any of its agents, Employees, representatives, or subcontractors' employees who will be regularly and continuously employed on the Academy's premises, is/are charged with a crime listed in Section 1535a(1) or 1539b(1) of the 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, and to immediately report to the Academy Board if that person is subsequently convicted, pleads guilty or pleads no contest to that crime.

H. Employee Leasing. If NES leases Employees to the Academy, NES accepts full liability for benefits, salaries, worker's compensation, unemployment compensation and liability insurance for its Employees leased to the Academy or working on Academy operations. Legal confirmation must be provided to the Academy Board that the employment structure qualifies as employee leasing.

IV. Further Responsibilities of NES Related to Staffing Operations

- A. NES will be responsible for verifying skills and qualifications for employment. In this regard, if a license, criminal background check or unprofessional conduct check is necessary for the performance of work, NES shall verify the existence and validity of such license.
 - B. NES agrees to comply at its expense with all safety and health laws, regulations or rules, whether federal, state or local. NES will also ensure compliance in conjunction with the Academy Board for safe work practices and use of protective equipment and devices imposed by controlling federal, state or local law or as deemed necessary by NES and NES's workers' compensation insurance carrier. All accidents or injuries involving Employees shall be reported to NES immediately. NES agrees to implement a Workplace Safety Program. Nothing in this Agreement shall relieve NES of any obligations imposed under safety-related law. If NES or NES's worker's compensation insurance carrier recommends that light duty work be provided to an Employee suffering from a workplace injury, NES agrees to take all reasonable measures to provide the same.
 - C. NES shall appoint an authorized representative who will be responsible for reporting any and all information to the Academy Board related to payroll or employment matters which are not restricted by statute. The CEO of NES will appoint an authorized representative and the appointment will be provided to the Academy Board as soon as it is known and prior to July 1, 2013.
 - D. The Academy designates the Employees of NES as agents of the Academy having legitimate educational interest such that they are entitled to access to educational records under 20 U.S.C. Section 1232g, the Family Educational Rights and Privacy Act ("FERPA").
 - E. In relation to NES's day-to-day control of Employees, NES may have reason and opportunity to make decisions or take action governed by employment-related laws, including but not limited to the ADA, FMLA, NLRA and any federal or state discrimination laws. NES agrees to indemnify, defend and hold the Academy Board harmless from any and all claims or liabilities that may arise as a result of any claims that arise from such decision or action.
 - F. NES agrees to abide by the policies, guidelines and procedures implemented by the Academy Board, or its Authorizer, the Board of Regents of Eastern Michigan University ("Authorizer"), as well as any state, federal, or local law, regulation, or ordinance governing the Academy or its operations. NES also agrees to report any complaint, claim, accident, or other employment related issue raised by an Employee to the Academy Board as soon as it becomes known to NES. NES shall cooperate in assisting in defending claims resulting from decisions or actions relating to Employees including supplying
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documents and allowing access by the Academy Board and its agents to any site at which NES employees perform work for the Academy to conduct an investigation, which duty shall survive the termination of this Agreement.

- G. NES agrees that for any benefit plan maintained by NES, NES is solely responsible for determining eligibility, participation and contribution matters and that the Academy Board has no responsibility for such benefits, and NES further agrees to indemnify, defend, and hold the Academy Board harmless from any and all claims or liabilities or consequences arising out of the maintenance of such benefits.
- H. With respect to the premises accommodation provisions of the ADA, the Academy Board agrees to provide for such reasonable accommodations as may be required by state or federal law upon reasonable notice of the need for such made in writing by an Authorized Representative of NES.

V. **Educational and Management Services**

- A. **General Services.** For the Term, NES, will provide labor, materials and the oversight necessary for the provision of educational services to students of the Academy. These services will be provided in accordance with the educational goals, curriculum methods of assessment, school calendar and school day schedule, age and grade range of students enrolled adopted by the Academy Board and required under the Contract. Such services will include:
 - 1. Management of the educational programs, selection and acquisition of instructional material, equipment and supplies as directed by the Academy Board and implemented by NES staff assigned to the Academy;
 - 2. Coordination of aspects of business administration and accounting pertaining to daily operations and financial report preparation; and
 - 3. Performance of any other functions necessary as requested and agreed upon for the proper administration of the Academy. NES will not provide financial reporting services for the Academy.
 - B. **Academy Board's Constitutional Duty.** No provision of this Agreement shall or is intended to interfere with the Academy Board's duty to exercise its statutory, contractual and fiduciary responsibilities governing the operation of the Academy as provided under Michigan law. This Agreement does not 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.
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- C. **Academy Board's Budget.** The Academy Board shall budget adequate resources to fulfill its Contract requirements which may include, but are not limited to: oversight of the ESP Contract, negotiation and fulfillment of the Contract and any amendments, Academy Board personnel expenditures, Academy insurance, annual financial audit, the Academy Board's legal counsel, consultants, and any other such cost necessary for Academy Board operations. The Academy Board shall be responsible for determining the budget reserve, included in the Academy's annual budget, and any budget amendments. In addition, the Academy Board is responsible for implementing fiscal policies that will assist the Academy in attaining the stated budget reserve amount(s).
- D. **Financial, Educational, Employee and Student Records.** Financial, educational, Employee, and student records pertaining to the Academy are the Academy's property, and such records are subject to the provisions of the Michigan Freedom of Information Act. All Academy records shall be physically or electronically available, upon request, at the Academy's physical facilities and shall be kept in accordance with applicable state and federal requirements. Except as permitted under applicable law, NES shall not restrict the Authorizer's, public's, or the independent auditor's access to the Academy's records.
- E. **Procurement of Equipment, Materials, and Supplies.** Any equipment, materials, or supplies purchased by NES on behalf of or as the agent of the Academy are the property of the Academy. When making a purchase on behalf of or as agent of the Academy, NES shall comply with Section 1274 or the Code as if the Academy was making a purchase directly from a third party. NES may not add any fee or charge to the cost of equipment, materials and supplies purchased from third parties for or on behalf of the Academy.
- F. **The Academy's Property Rights.** The Academy owns all proprietary rights to curriculum or educational materials that:
1. Are both directly developed and paid for by the Academy; or
 2. Were developed by NES at the direction of the Academy Board with the Academy funds dedicated for the specific purpose of developing such curriculum or educational materials.

All educational materials and teaching techniques used by the Academy are subject to disclosure under the Revised School Code and the Freedom of Information Act.

All financial, educational and student records pertaining to the Academy are Academy property, and such records are subject to the provisions of the Michigan Freedom of Information Act. All Academy

records shall be physically or electronically available, upon request, at the Academy's physical facilities. Except as permitted by Authorizer and applicable law, this Contract does not restrict Authorizer's or the public's access to the Academy's records.

G. **NES Property Rights**. NES owns all proprietary rights over curriculum, educational or the Academy management materials:

1. Previously developed or copyrighted by NES; or
2. Developed by NES funds for the Academy; or
3. Not otherwise dedicated for the specific purpose of developing the Academy curriculum, educational or the Academy management materials.

Further, all educational materials, teaching techniques, and resources used by the Academy are subject to disclosure under the Code and the Freedom of Information Act.

VI. Fees

The Academy Board shall pay NES the following fees for the services rendered under this Agreement:

- A. **The Administrative Fee** is a fixed annual fee, subject to review and adjustment on an annual basis. The Administrative Fee is to be paid on a monthly basis. **The Administrative Fee is equal to eight and one-half percent (8.5%) of the Net Revenues of the Academy each fiscal year during the Term of this Agreement.** Net Revenues is defined as the total state school aid that the Academy receives from the State of Michigan under the State School Aid Act of 1979, as amended, less the amount that the Authorizer receives for its oversight responsibilities pursuant to the Contract.
- B. **The Personnel Expense Fee** is paid by the Academy Board to NES and is equal to the following:
 1. All 403(b) employer contributions (if any) made for the benefit of participating Employees;
 2. Health, dental, vision, life, disability and other benefit insurance premium costs incurred on behalf of participating Employees; and

3. The cost or pro rata costs of any other benefit plan that the Academy Board requests that NES offer to participating Employees.
- C. The Academy Board shall pay to NES the amount specified on the invoice it has received in advance of the Academy's regularly occurring payroll dates.
 - D. The Academy Board agrees to pay NES invoice no later than forty-eight (48) hours before Academy's regularly scheduled payroll date so long as the Academy Board has received the invoice at least 24 hours before payment is due.
 - E. Invoices shall be paid by bank wire transfer or by Automated Clearing House (ACH) debit. Any amount not paid when due will be assessed a late charge of five (5%) percent or the maximum allowable by law, if less.
 - F. The NES invoice will include all costs relating to employees including, payroll, applicable taxes, and the Personnel Expense Fee described in Section VI.B. above.
 - G. NES requires the Academy Board to provide NES a deposit or letter of credit in an amount equal to one invoice. If the Academy Board defaults on its payment obligation to NES, NES is permitted to pay such delinquency out of the security deposit. The Academy Board is required to replenish the security deposit within five (5) business days. Failure to do so will be considered a material breach of this Agreement and NES may immediately terminate this Agreement. When this Agreement is terminated, NES shall return any unused deposit or cancel the letter of credit, assuming the Academy Board has met all its payment obligations under this Agreement.
 - H. No provision of this Agreement alters the Academy Board treasurer's legal obligation to direct that the deposit of all funds received by the Academy be placed in the Academy's depository account as required by law. The signatories on the Academy Board accounts shall solely be Academy Board members or properly designated Academy Board employee(s). Interest income earned on Academy accounts shall accrue to the Academy.

VII. Costs

The Academy shall pay all additional costs or expenses ("Costs") incurred by NES that are directly related to the performance of this Agreement. These additional Costs may include, but are not limited to, the first \$1,000.00 of any non-lost time worker's compensation claims, and mutually agreed upon costs of Employee replacement, hiring temporary personnel, safety engineering, fidelity bonding, training programs and arbitration costs and fees incurred by NES with regard to teacher disputes not directly related to acts or omissions of NES. NES's total

billings to the Academy Board, however, for the fee stated in this Agreement, shall not exceed the total budget amount approved by the Academy Board, provided that NES is only obligated to provide services equal to that amount.

A. Costs shall be billed once per pay period and are due upon receipt.

1. **Payment of Costs.** The Academy shall execute a Wire Transfer to NES, from the designated Academy account at Michigan First Credit Union in an amount equal to the Cost outlined in this Agreement. The Academy agrees to pay NES immediately upon receipt of a properly documented invoice, incurred pursuant to this Agreement, subject to ratification by the Academy Board. If there is any dispute about an amount on an invoice, the non-disputed amount shall be ratified. If there is a disputed amount, whether ratified by the Academy Board or not, the parties shall meet within fourteen (14) days to discuss and attempt to resolve the disputed amount prior to submitting the matter to arbitration as addressed in this Agreement.

If for any reason not attributable to NES, payment of Costs is not made when due, the Academy Board agrees to pay NES interest on the amount due at a rate of three (3) percent of the delinquent amount plus one and one-half percent (1.5%) of the delinquent amount per month for any period of delinquency over thirty (30) days.

2. **Insurance.**

- (i) **Vehicle Insurance.** The Academy Board shall provide liability insurance for any Employee of NES driving any vehicle while in the employment of NES and assigned to the Academy. The policy shall insure against bodily injury and property damage with a minimum combined single limit (CSL) of \$1,000,000. The Academy Board shall also provide personal injury protection coverage of \$1,000,000. The Academy Board shall name NES as certificate holder on these policies with thirty (30) days written notice requirement to NES of cancellation or material change in such policies. The Academy Board shall also name Eastern Michigan University as certificate holder on these policies.
- (ii) **Consolidated Omnibus Budget Reconciliation Act ("COBRA").** NES agrees to provide continuation of health insurance coverage required by COBRA to any and all eligible participants, their spouses, dependents, and eligible children in the group health plan or upon termination of

this Agreement, and indemnifies and hold the Academy harmless from any claims therefore.

- (iii) **General Liability Insurance.** The Academy Board shall maintain a comprehensive general liability insurance policy in the amount of \$1,000,000 (CSL) insuring the Academy against bodily injury and property damage liability caused by the Academy's premises, operations or activities conducted off premises related to operation of the Academy. The policy shall include blanket contractual liability and personal injury coverage. The Academy Board shall name NES as a certificate holder on this policy with a thirty (30) days written notice requirement to NES of cancellation or material change in such policies. The Academy Board shall name Eastern Michigan University as a certificate holder on this policy.
- (iv) **Professional Liability Insurance.** The Academy Board shall provide professional liability insurance, including sexual abuse coverage, in the amount of \$1,000,000. The Academy Board shall name NES as a certificate holder on this policy with a thirty (30) days written notice requirement to NES of cancellation or material change in such policies.
- (v) **Worker's Compensation.** The Academy Board shall maintain a Worker's Compensation policy with an "if only" provision.
- (vi) **The Academy M.U.S.I.C. Insurance Coverage.** The Academy Board shall maintain all of the terms regarding insurance in this Agreement as well as a comprehensive general liability, errors & omissions, directors & officers, school leaders errors & omissions, auto liability and employment practices liability insurance policy as well as any such insurance policy in the amount as required by the Contract and Michigan Universities Self Insurance Corporation ("M.U.S.I.C."). The policy shall include blanket contractual liability, crime, and personal injury coverage. The Academy Board shall name NES as an additional insured on this policy with thirty (30) days written notice of cancellation or material change. In the event that M.U.S.I.C. requests any change in coverage by the Academy, the Academy Board agrees to comply with any change in the type and amount of coverage as requested by M.U.S.I.C.

within thirty (30) days after notice of the insurance coverage change.

- (vii) **NES M.U.S.I.C Insurance Coverage.** NES shall maintain all of the terms regarding insurance in this Agreement as well as a comprehensive general liability, errors & omissions, directors & officers, school leaders errors & omissions, auto liability and employment practices liability insurance policy as well as any such insurance policy in the amount as required by the Charter Contract and Michigan Universities Self Insurance Corporation ("M.U.S.I.C."). The policy shall include blanket contractual liability, crime, and personal injury coverage. NES shall name the Academy as an additional insured on this policy with thirty (30) days written notice of cancellation or material change. In the event that M.U.S.I.C. requests any change in coverage by NES, NES agrees to comply with any change in the type and amount of coverage as requested by M.U.S.I.C. within thirty (30) days after notice of the insurance coverage change.

VIII. Representations & Warranties

- A. **Academy Representations and Warranties.** The Academy Board represents and warrants that it is duly authorized to execute and deliver this Agreement and has full and complete authority to incur obligations provided for in this Agreement. The Academy Board represents that Authorizer Eastern Michigan University has issued the Contract, which authorizes the Academy to receive payments under the State School Aid Act. The Academy Board represents and warrants that it is not in breach of the terms of the Contract and will not breach the terms of the Contract. The Academy Board represents that it has reviewed and approved this Agreement. The Academy Board approved the final Agreement with a formal vote at a public board meeting, having provided an opportunity for public comment prior to the meeting.
- B. **NES Representations and Warranties.** NES represents and warrants that it is duly authorized to execute and deliver this Agreement and has full and complete authority to incur obligations provided for in this Agreement. NES warrants that it is not in breach or default under any loan or financial obligation, including leases for real and personal property, and all salary obligations, related benefits and payroll taxes have been timely paid to the appropriate parties.
- C. **Mutual Representations and Warranties.** Each Party represents and warrants to the other that there are no actions, claims, suits, or proceedings

pending, or 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. Each Party agrees to notify the other Party of any actions, claims, suits or proceedings that are filed against it during the Term of this Agreement.

IX. Indemnification

- A. **Indemnification of the Academy.** NES shall release, defend, indemnify and hold harmless the Academy and its officers, directors, subsidiaries and agents from and against any and all losses, liabilities, claims, obligations, and/or expense including, without limitation, court costs and reasonable attorneys, fees (collectively "Damages") arising from or relating to, in whole or in part (i) the acts, errors or omissions of wrongful or negligent acts of Employees in connection with the performance of their employment duties or, the NES or its agents; (ii) any breach of this Agreement by the NES; and (iii) except as otherwise provided in this Agreement, any and all claims asserted by or liability to any Employees or third parties, including but not limited to products liability, premises liability and safety risks related to the ownership of premises and equipment. Except as otherwise provided in this Agreement, at no time shall the Academy be liable for NES loss of profits, business goodwill or other consequential, special, incidental or punitive damages. This indemnification shall survive the termination of this Agreement.
- B. **Indemnification of NES.** To the extent permitted by law, the Academy shall release, defend, indemnify and hold harmless NES and its officers, directors, shareholders, affiliates, subsidiaries, employees and agents from and against any and all Damages arising solely from or relating to (i) the acts, errors or omission or wrongful or negligent acts of the Academy, its Employees or agents and/or (ii) any breach of this Agreement by the Academy. This provision shall exclude employees of NES.
- C. **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, NES 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 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
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manner connected with the University Board's approval of the Academy's application, the University Board's consideration of or issuance of a Contract, NES's preparation for or operation of the Academy, or which are incurred as a result of the reliance by the University upon information supplied by NES, or which arise out of NES's failure to comply with the Contract or applicable law. The parties expressly acknowledge and agree that the University may commence legal action against NES to enforce its rights as set forth in this section of the Agreement.

X. Termination

A. In addition to the right to terminate this Agreement set forth elsewhere in this Agreement, in the event of the following material breaches by the Academy Board, NES may cite the provision under which they wish to terminate in a written notice to the Academy Board with a detailed explanation of the facts they believe constitute a breach. The Academy Board will then be allowed a 30-day period within which to cure or dispute the claim. If the breach remains uncured, the contract termination would become effective at the end of the period.

- (i) Failure to timely make any payment required by this Agreement or breaching any other obligations under this Agreement;
 - (ii) Failure to comply with any directive regarding the safety of the workplace from NES or NES workers' compensation insurance carrier (or its agents) or providing incorrect workers' compensation classification codes;
 - (iii) Failure to provide and maintain the insurance required by this Agreement;
 - (iv) Providing NES with any inaccurate payroll or other information;
 - (v) Failure to cooperate with NES in the investigation of a workplace complaint or committing any act which restricts or limits NES's right as an employer; or
 - (vi) If a petition in bankruptcy is filed by or against the Academy, if the Academy Board shall have made an assignment for the benefit of creditors, if the Academy shall have voluntarily or involuntarily been adjudicated bankrupt, or if a petition is filed for the reorganization of the Academy.
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B. In addition to the right to terminate this Agreement set forth elsewhere in this Agreement, the Academy Board may terminate this Agreement upon providing NES not less than three business days prior written notice in the event of the following material breaches by NES:

- (i) Failure to provide and maintain the insurance required by this Agreement;
- (ii) Failure to provide benefits in accordance with this Agreement;
- (iii) Failure to timely make any payroll required under this Agreement;
- (iv) Failure to adhere to applicable federal, state and local laws, regulations, and ordinances;
- (v) Providing the Academy Board with inaccurate payroll, insurance, or other information;
- (vi) If NES has not cured any action or inaction within 60 days of notice which causes the Contract to be revoked, terminated suspended or which causes the Contract to be in jeopardy of revocation, termination or suspension by Eastern Michigan University;
- (vii) Failure to cooperate with the Academy Board or its agents in the investigation of a workplace complaint; or
- (viii) If a petition in bankruptcy is filed by or against NES, if NES shall have made an assignment for the benefit of creditors, if NES shall have voluntarily or involuntarily been adjudicated bankrupt, or if a petition is filed for reorganization of the Academy.
- (ix) If a petition in bankruptcy is filed by or against the Academy, or if the Academy Board shall have made an assignment for the benefit of creditors, shall have been voluntarily or involuntarily adjudicated bankrupt by any Court of competent jurisdiction, or if a petition is filed for reorganization of the Academy, or if a receiver shall have been appointed for all or a substantial part of the Academy's business.

- C. 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 Charter Contract is revoked, terminated, or expires without further action of the Parties.

XI. Disclosure of Information

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

- B. **Information to be Provided by ESP.**

NES shall make information concerning the operation and management of the Academy, including without limitations the information described in Schedule 4 of the Academy Board's Contract with its Authorizer, available to the Academy Board as deemed necessary by the Academy Board in order to enable the Academy Board to fully satisfy its obligations under the law.

XII. Miscellaneous

- A. **NES as Agent.** The Academy Board designates the employees of NES as agents of the Academy having a legitimate educational interest such that they are entitled to access to educational records under 20 U.S.C. Section 1232g, the Family Educational Rights and Privacy Act.
 - B. **Waiver of Subrogation.** NES and the Academy Board release and discharge each other and any officer, agent, employee or representative of such party, from any liability arising from loss, damage, or injury, for any reason, for which insurance is carried by the insured party at the time of such loss, damage or injury, to the extent of any recovery by the insured party. This paragraph shall not apply if it would invalidate insurance protection.
 - C. **Mutual Cooperation.** NES and the Academy Board shall render reasonable assistance to each other and cooperate to insure the proper and adequate defense of any claim, action, suit or proceeding brought by a third party, except where conflicts prevent it.
-

- D. **Applicable Law.** This Agreement is governed by and shall be construed in accordance with the laws of Michigan with respect to the application and interpretation of this Agreement and both Parties consent to venue and personal jurisdiction over them in the courts in Wayne County, Michigan, including the federal courts, for purposes of construction and enforcement of this Agreement.
- E. **Mediation and Arbitration.** Any claim or controversy arising out of our relating to the Agreement or breach thereof shall be settled by mediation in accordance with the procedures of the Federal mediation and Conciliation Service and then binding arbitration in Michigan, in accordance with the rules of the American Arbitration Association. Judgment by the arbitrator may be entered in any court with jurisdiction and shall be binding and conclusive to all parties. At the conclusion of any dispute, the Parties will provide the Eastern Michigan University Charter Schools Office with a cause opinion describing the final decision and copy of any Judgment entered by the court.
- F. **Assignment.** Neither Party may assign this Agreement or any interest herein without prior written consent from the other Party and prior notice to the Eastern Michigan University Charter Schools Office. Assignee must agree to adhere to the Charter Contract and all EMU Charter School Office policies.
- G. **Headings.** The headings of this Agreement are inserted solely for the convenience of reference. They shall in no way define, limit, extend or aid in the construction, extent or intent of this Agreement.
- H. **Waiver.** Failure by NES or the Academy Board to require performance by the other or to claim a breach of any provision of the Agreement will not be construed as a waiver of their right to remedy any subsequent breach.
- I. **Immunity.** No provision of this Contract restricts the Academy Board from waiving its governmental immunity nor requires the Academy Board to assert, waive, or not waive its governmental immunity.
- J. **Severability.** If any provision of this Agreement should be invalid, illegal or unenforceable, the validity and enforceability of the remaining provisions contained in this Agreement shall not in any way be affected thereby and the provisions deemed invalid, illegal or unenforceable shall be construed and enforced to the greatest possible legal extent.
-

- K. **Notices.** Whenever notices are required to be sent to either party, the notices shall be sent to the following addresses:

The Academy:

The James and Grace Lee Boggs School
Attention: Board of Directors
553 E. Kirby St.
Detroit, MI 48202

Nataki Educational Services:

Nataki Educational Services
20755 Greenfield Rd. Suite 908
Southfield, MI 48075
Facsimile: 248-423-1111

If one of the parties to this Agreement changes his/her or its address, they shall within thirty (30) days notify the other party, in writing, of the new address. Notice shall be deemed received on the date it is delivered or mailed.

- L. **Independent Legal Advice.** The Academy Board acknowledges that it is solely responsible for obtaining independent legal advice in respect of this Agreement, the employee leasing relationship created hereby, as well as the released tax and employment law and other ramifications of doing business with an organization, which supplies employees governed by 414(n) of the IRC.
- M. **Independent Auditor.** NES shall not hire, select or designate the independent auditor, accounting firm or legal counsel for the Academy Board. All finance and other records of NES relating to the Academy will be made available to the Academy's independent auditor at the request of the Academy or the auditor.
- N. **Entire Agreement.** This Agreement constitutes the entire understanding between the Parties with respect to its subject matter and supersedes all prior agreements and understandings, written or oral, with respect to its subject matter.
- O. **Responsibility For Performance of Agreement.** Each Party, their successors, and assigns shall be jointly and severally responsible for the performance of their obligations under this Agreement.
- P. **Interpretation.** The Parties acknowledge that this Agreement and the language contained in this Agreement are the result of negotiations between the Parties and no part of this Agreement shall be construed against either party by virtue of authorship.
- Q. **No Third Party Rights.** Except as otherwise expressly provided, this Agreement is intended solely for the benefit of NES and the Academy, and it shall not be construed to create any benefits for or rights in any other person or entity, including Employees or their representatives.
-

- R. **Necessary Documents**. The parties shall execute all necessary documents required to carry out the terms and intent of this Agreement.
- S. **Counterpart; Copies**. This Agreement may be executed in identical counterparts, each of which shall be deemed an original. Copies of signatures to this Agreement may be relied upon to the same extent as though the copy was an original.
- T. **Employment Liability**. NES is the employer of record.
- U. **Compliance with Academy's Contract**. NES agrees to perform its duties and responsibilities under this ESP agreement in a manner that is consistent with the Academy's obligations under the Academy's Contract issued by the Authorizer. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this ESP agreement.
- V. **Marketing**. Marketing and development costs paid by or charged to the Academy shall be limited to those costs specific to the Academy program, and shall not include any costs for the marketing and development of NES.
- W. **Amendments**. In the event that Contract is amended, the submission requirements outlined in Sections III and VIII of the current Contract apply. Amendments will be added to the Academy's Charter Contract through the Charter Contract amendment process identified in the Charter Contract Terms and Conditions.

IN WITNESS WHEREOF, the Parties enter into this Agreement as of the date first written above.

Nataki Educational Services

~~_____~~
By 7/18/13
As Authorized Representative
Board President

By _____
As Witness _____

The James and Grace Lee Boggs School

1.1
~~_____~~
Lumas J. Helaire, Ph.D.
As Board President

7/12/13
By _____
As Witness _____



20755 Greenfield Rd. Suite 908
Southfield, MI 48075

tel. 248-423-1300
fax. 248-423-1111

Educational Service Provider Information Sheet

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

ESP Name: Nataki Educational Services
ESP Contact Person: Carmen N’Namdi
Address: 20755 Greenfield Rd., Suite 908
City, State: Southfield, MI
Zip: 48075

INFORMATION FOR BOGGS CONTRACT

Below is the list of names of all ESP owners, shareholders, directors and or officers.

1. NES Board of Directors and Contact Information
 - a. Sharnita Johnson, President
8200 E. Jefferson Ave. Apt. 302
Detroit, MI 48214
sharnitajohnson@aim.com
 - b. Deborah Clemmons, Vice President
Prairie Drive
Sterling Heights, MI



Nataka Educational Services™

20755 Greenfield Rd. Suite 908
Southfield, MI 48075

tel. 248-423-1300
fax. 248-423-1111

- clemmonsD@wideopenwest.com
clemmonsD@michigan.gov
- c. George N’Namdi, Treasurer
66 E. Forest Ave.
Detroit, MI 48201
nnamdigr@aol.com
- d. Olga Jackson-Morgan, Secretary
5104 Woodlands Lane
Bloomfield Twp., MI
oejackson@aol.com
- e. Brooke Ellis
2900 E. Jefferson Ave. Apt. D401
Detroit, MI 48207
brookejellis@yahoo.com
- f. Drake Phifer
22705 Leewright Ave.
Southfield, MI 48033
phiferd@gmail.com

Indicate the organizational structure of the ESP:

For Profit

Non-Profit

Limited Liability Corporation

Other:

State of Incorporation:

Has the ESP obtained authorization to do
business in Michigan? Yes No



20755 Greenfield Rd. Suite 908
Southfield, MI 48075

tel. 248-423-1300
fax. 248-423-1111

2. NES Primary Banking Institution

Bank: 5/3 Bank
Contact: Radhika Magoo
Vice President, Business Banking
Fifth Third Bancorp
1000 Town Center, Ste 1300
JTNW3K
Southfield, MI 48075
248-603-0043 (Phone)
248-603-0091 (Fax)
Radhika.magoo@53.com

3. NES Legal counsel

Christopher Quinn, II
Quinn & Associates, PLLC
719 Griswold, Suite 820
Detroit, MI 48226
313-967-7847 (Phone)
313-967-7857 (fax)
chris@winwithattorneyquinn.com

4. Accounting/Auditing Firm for NES: N/A

CONTRACT SCHEDULE 6

Physical Plant Description

Sogkhe

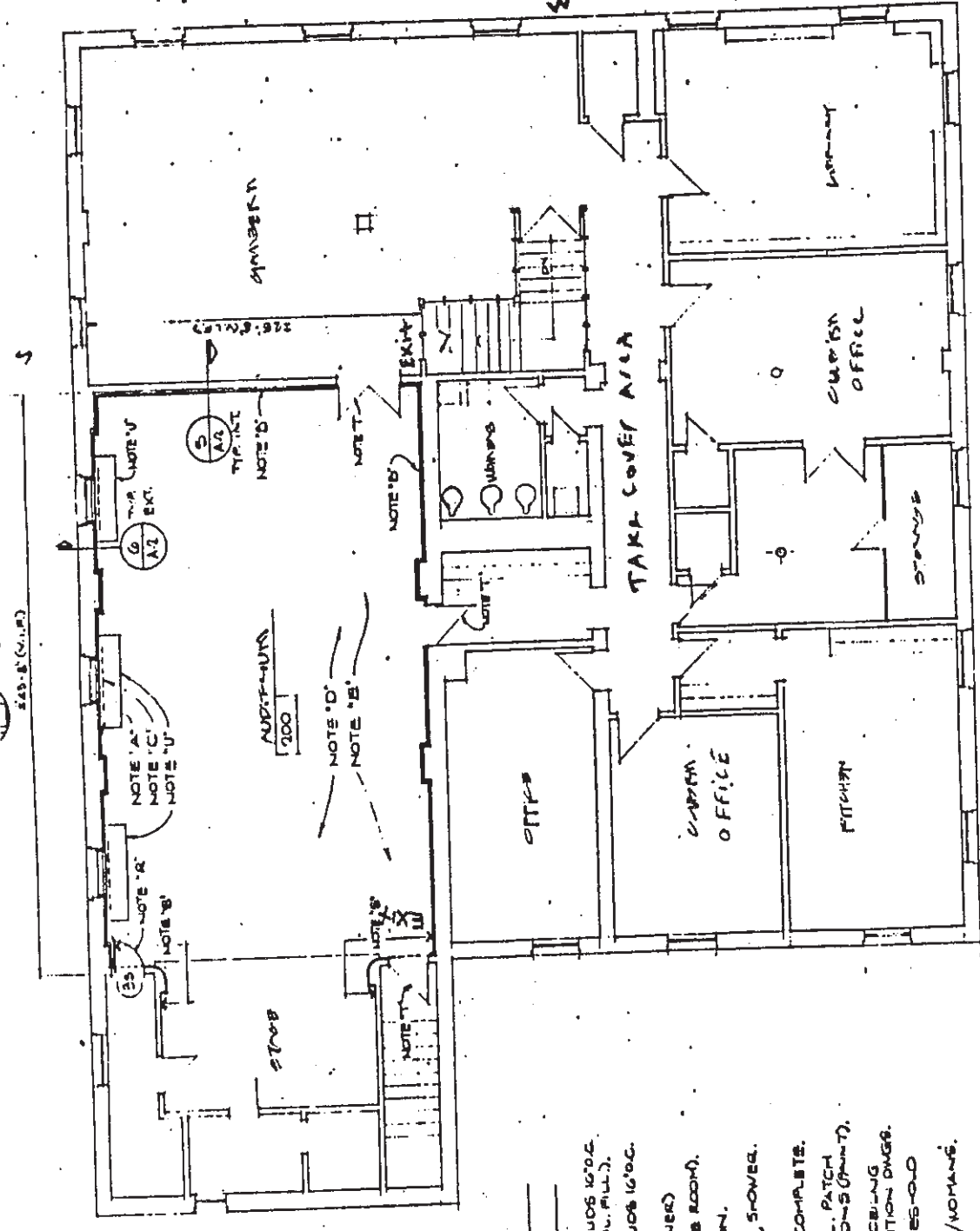
TO REMAIN
TO BE REMOVED

ON & NOTES

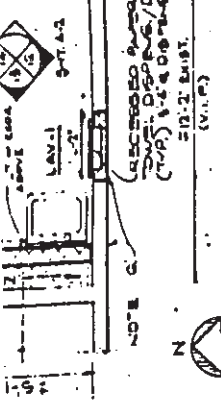
- 1) ON 2" METAL STUDS 16" O.C. EIGHT. (BATT INSUL. FULL).
- 2) ON 2" METAL STUDS 16" O.C. EIGHT.
- 3) TRACK. (BY OWNER)
- 4) DOOR TRUB (BATHROOM). SHING TO REMAIN.
- 5) URINALS, LAVS, SHOWER.
- 6) PARTITIONS COMPLETE.
- 7) D.C. BLOCK WALL. PATCH & INTERSECTIONS (SHIMMY).
- 8) HIGH PLASTER CEILING (ELECT. DEMOLITION DWGS. & SQUARES of THREE-OLD).
- 9) E.G. EXIST. MEN'S/WOMAN'S.

- 10) FLOOR SLAB AS REQD. FOR DEMOLITION (NEW CONSTRUCTION).
- 11) DOOR, PATCH EXIST. THRESHOLDS.
- 12) NYL OPEN WEARS FLOOR MAT INTO EXIST. MAT FRAME.
- 13) INST. 2" NOM. BLOCK AT NEW DRESSING ROOM SIDE OF WALL.

- T PAINT EXIST. M.M. DOOR. FRAME.
- U INSTALL NEW RADIATOR COVER (SEE DETAILS).
- V PATCH EXIST. CONC. FLOOR (SEE DETAILS WALL/FLOOR JUNCTION)



EXISTING SECOND FLOOR PLAN



PARTIAL FLOOR RESTROOMS

SCALE: 1/4" = 1'-0"
PRE-CAST CONC
3 1/2" x 8 1/2" x 8 1/2"

LINEAL NOTES:
- ALL UNITS SHALL HAVE 60"
- ALL UNITS SHALL HAVE 8"
- PRE-CAST LINTELS SHALL HAVE MIN. COVERAGE.

RM NO.	ROOM NAME	FLOOR
100	EXIST. RESTROOM (SEE DEMOLITION DRAWINGS)	EXIST. 2ND
101	D.F. RESTROOM	C.T.
102	D.F. RESTROOM	C.T.
200	EXIST. AUDITORIUM	EXIST.

LEGEND

C.T. CERAMIC TILE
V.C.T. VINYL COMPOSITE TILE

NO.	DOOR		DOOR SIZE	
	TYPE	MATL.	W.	H.
15	A	M.M.	13'-0"	7'-0"
25	A	M.M.	13'-0"	7'-0"
38	B	S.C.M.	21'-6"	7'-0"

LEASE AGREEMENT

This LEASE AGREEMENT is made as of June 28, 2013 by and between the LANDLORD and the TENANT for the DEMISED PREMISES, all as designated in Paragraph 1, below upon the terms and conditions contained herein.

RECITALS:

1. BASIC LEASE TERMS & DEFINITIONS.

- A. **Landlord:** Franklin Wright Settlements, a Michigan not-for-profit corporation, whose address is 3360 Charlevoix Street, Detroit, MI 48207.
- B. **Tenant:** The James and Grace Lee Boggs School, a Michigan Public School Academy and 501(C)(3), not-for-profit corporation (application pending), whose address is 553 East Kirby Street, Detroit, MI 48202.
- C. **Effective Date:** September 1, 2013.
- D. **Leased Premises:** Sophie Wright School, 4141 Mitchell Street, Detroit, MI 48207

Tenant agrees to accept possession of the Leased Premises in their current condition, "AS IS." Thus, Article 4 of this Lease does not apply, except in the event of a rebuilding by Landlord following a casualty or other event requiring rebuilding.

Landlord will construct the Leased Premises according to Article 4 substantially in accordance with the plans and specifications attached hereto as Exhibit "A." Landlord estimates that the Landlord's work will be completed by _____.

There is a Rider attached hereto, which contains additional agreements between Landlord and Tenant regarding the original construction of the Leased Premises.

- E. **Term:** Five (5) years.
- F. **Rental Commencement Date:** The Rental Commencement Date shall be September 1, 2013.
- G. **Rent:** As contained in Paragraph 4.
- H. **Security Deposit:** Four Thousand Five Hundred (\$4,500.00) Dollars.
- I. **Development:** (1) the Building, (2) all common areas and facilities servicing the Building, and (3) the real estate contained in the Development.

Full legal description as contained in Exhibit A and attached hereto.

- J. **Use and Occupancy:** The Tenant agrees to use and occupy the Leased Premises as Public School Academy, Educational and not-for-profit uses.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises and covenants contained herein, it is agreed as follows:

2. LEASED PREMISES.

Landlord hereby leases the Leased Premises to Tenant, together with the exclusive right to use the building and development with other Tenants (if any), agents, employees, guests and invitees. Landlord reserves the right to make changes, alterations, additions, subtractions, expansions, substitutions, improvements, repairs or replacements from time to time to the Development, including, without limitation, to driveways, lighting, surface coverings, mechanical systems, and other elements of the Development all as Landlord may deem necessary or desirable; provided, however, that no such changes will materially affect the access to or visibility of the Leased Premises.

3. TERM.

The term of this lease (the "Term") shall be for a period of five (5) years commencing on September 1, 2013 and terminating on August 31, 2018.

4. RENT.

The Tenant shall pay to Landlord the Rent as set forth below, in monthly installments, in advance on or before the 1st day of each month without prior demand therefore and without deduction or offset except as may be provided in the attached Rider herein.

September 1, 2013 – August 31, 2014 - a minimum rent of \$45,000.00 Dollars annually paid in 12 equal monthly installments of \$3,750.00 monthly. In the event the School enrolls 80 or more students on or before "Count Day" than the rent shall be increased to \$56,200.00 Dollars annually paid in 12 equal monthly installments of \$4,683.00.

Notwithstanding anything contained herein to the contrary, the initial Rent payment which shall be defined to include Rent payments for September, 2013, October, 2013 and November, 2013 shall be paid to Landlord in one lump sum no later than (3) days after receipt by Tenant of its first foundation allowance payment from the State of Michigan (due on or before November 1, 2013).

The parties acknowledge that "Count Day" occurs on or before October 31, 2013 and therefore the final student count will not be determined until such time. Therefore, any prorated rent for September and October, 2013, if any, owed to Landlord based on the final student count as determined by "Count Day" shall be paid to Landlord as part of November, 2013 Rent.

September 1, 2014 – August 31, 2015 – if student enrollment remains below 80 students, a minimum Rent of \$48,000.00 Dollars annually paid in 12 equal monthly installments of \$4,000.00 monthly. In the event the School enrolls 80 students on or before "Count Day," then the Rent shall be increased to \$59,200.00 Dollars annually paid in 12 equal monthly installments of \$4,933.00. In the event the School enrolls 100 or more students on or before "Count Day," then the Rent shall be increased to \$70,400.00 Dollars annually paid in 12 equal monthly installments of \$5,867.00.

The parties acknowledge that "Count Day" occurs on or before October 31, 2014 and therefore the final student count will not be determined until such time. Therefore, any

prorated Rent for September and October, 2014, if any, owed to Landlord based on the final student count as determined by "Count Day" shall be paid to Landlord as part of November, 2014 Rent.

September 1, 2015 – August 31, 2018 – Rent shall increase each year by 5% from the previous year's Rent to be paid in 12 monthly installments.

5. **SECURITY DEPOSIT.**

Upon the execution of this lease, the TENANT shall pay to the LANDLORD the amount of Four Thousand Five Hundred (\$4,500.00) dollars, which shall be held as a Security for the TENANT's performance as herein provided and refunded to the TENANT at the end of this lease subject to the TENANT's satisfactory compliance with the conditions hereof.

6. **REAL ESTATE TAXES.**

INTENTIONALLY DELETED. BOTH LANDLORD AND TENANT ARE EXEMPT FROM ANY AND ALL REAL ESTATE TAXES.

7. **UTILITIES.**

For the purposes of this Lease, Landlord and Tenant agree that utilities (the "Utilities") shall include gas, water, sewer, electric, waste removal, internet service, phone service, pest control, fire alarm monitoring, security alarm monitoring, and cable television provider.

The TENANT shall pay, as they become due, all bills for Utilities that are furnished to the Leased Premises and presently separately provided.

LANDLORD shall have no obligation to provide Utilities or equipment other than the Utilities and equipment within the Premises as the Commencement Date of this lease. In the event TENANT requires additional Utilities or equipment, the installation and maintenance thereof shall be the TENANT's sole obligation.

8. **USE OF LEASED PREMISES.**

During the term of this Lease, (a) the Leased Premises shall be used and occupied as a Public School Academy, Educational and not-for-profit uses and related purposes, (b) Tenant shall not conduct its business in a manner which will cause an increase in Landlord's casualty or liability insurance premiums, (c) Tenant shall not use the Leased Premises for any purpose in violation of any law, municipal ordinance, or regulation, and (d) Tenant shall not perform any acts or carry on any practices which may injure the Leased Premises or the Building or be a nuisance, disturbance or menace to the other tenants of the Building. Tenant shall not use, generate, store or dispose in, on or about the Leased Premises or the Development any substance, materials or wastes that are subject to regulation under any federal, state or local laws or regulations from time to

time in effect concerning hazardous, toxic or radioactive materials. Tenant shall promptly pay all personal property tax bills and assessments pertaining to the Leased Premises.

**9. COMPLIANCE
WITH LAWS.**

The TENANT acknowledges that no trade or occupation shall be conducted in the Leased Premises or use made thereof which will be unlawful, improper, noisy or offensive, or contrary to any law of any municipal by-law or ordinance in force in the city or town in which the Premises are situated.

**10. INSURANCE
& INDEMNIFI-
CATION.**

(a) Tenant shall, at its sole cost and expense, during the entire Term hereof, procure, pay for, and keep in full force and effect: (i) a commercial general liability policy, in which the limits with respect to personal liability and property damage shall not be less than One Million (\$1,000,000.00) dollars per occurrence; (ii) all risk casualty and property insurance, including theft coverage, written replacement cost value insuring Tenant's fixtures, furnishings, equipment and personal property; (iii) workers' compensation coverage as required by law; and (iv) with respect to alterations, improvements and the like required or permitted to be made by Tenant hereunder, contingent liability and Builder's Risk Insurance.

(b) All policies of insurance required to be carried by Tenant pursuant to this Paragraph shall be written by responsible insurance companies authorized to do business in Michigan. Any such insurance required of Tenant hereunder may be furnished by Tenant under any blanket policy carried by it or under a separate policy therefore. A copy of each paid-up policy or a certificate of the insurer, certifying that such policy has been issued, shall be delivered to Landlord prior to the Commencement Date and upon each renewal or replacement of Tenant's insurance policies, but not less than thirty (30) days prior to the expiration of such coverage. Landlord may, at any time, and from time to time, inspect and/or copy any and all insurance policies required to be procured by Tenant hereunder. In the event Tenant shall fail to procure such insurance, Landlord may, at its option, procure the same for the account of Tenant, and the cost thereof shall be paid to Landlord by Tenant as additional Rent upon receipt of Landlord's invoice therefor.

(c) Each insurance policy required to be carried by Tenant shall contain the following provision and/or clauses: (i) a provision that such policy shall be primary and non-contributing with respect to any policies carried by Landlord, (ii) a provision including Landlord and any other parties in interest designated by Landlord as an additional insured (except with respect to workers' compensation insurance); and (iii) a provision that the insurer will not cancel, materially change or fail to renew the coverage provided by such policy without first giving Landlord thirty (30) days' prior notice.

(d) Tenant shall indemnify and hold Landlord harmless for any liability for damages to any person or property arising out of Tenant's use or occupancy of the Leased Premises (except any liability arising from the act or omission of Landlord).

(e) Landlord shall, during the term of this Lease, keep in full force and effect: (i) a commercial general liability policy, in which the limits with respect to personal liability and property damage shall not be less than One Million (\$1,000,000.00) dollars per occurrence; (ii) all risk casualty and property insurance, written at replacement cost value insuring the Building, and all appurtenance thereto (but not Tenant's fixtures, furnishings, equipment and personal property); (iii) workers' compensation coverage as required by law; and (iv) loss of rents insurance.

(f) Landlord shall indemnify and hold Tenant harmless from any liability for damages to any person or property arising out of or related to Landlord's use or operation of the Development and its common facilities (except any liability arising from the act or omission of Tenant or any other tenant in the Building).

(g) It is understood and agreed that Landlord shall have no liability of any kind for any damage to or loss of any Tenant's personal property, equipment and furniture, all of which shall be insured by Tenant, and which may be kept at the Leased Premises at Tenant's sole risk of loss.

(h) Landlord and Tenant each hereby releases the other, its officers, directors, employees, and agents from any and all liability or responsibility for any loss, damage or injury caused by fire or other casualty for which insurance containing a waiver of subrogation is carried by the injured party at the time of such loss, damage, or injury to the extent of any recovery by the injured party under such insurance. Both parties agree to carry casualty insurance policies containing such waiver of subrogation.

11. FIRE & CASUALTY.

In the event the Leased Premises are damaged or destroyed in whole or in part by fire or other insured casualty during the Term hereof, and unless Landlord elects to terminate this Lease as hereinafter provided, Landlord shall, to the extent of insurance proceeds actually received by Landlord, repair and restore the same to tenantable condition with reasonable dispatch. During the period of any such repairs, the Rent herein provided shall be reduced in direct proportion to the amount of the Leased Premises so damaged or destroyed until such time as the Leased Premises are restored to tenantable condition. If the Leased Premises cannot be restored to tenantable condition within a period of one hundred eighty (180) days, Landlord and Tenant shall have the right to terminate this Lease upon written notice to the other (Tenant's cancellation notice shall be given within thirty (30) days after receipt of written notice from Landlord that the Leased Premises cannot be timely restored), and any Rent paid for any period in advance of the date of such damage and destruction shall be refunded to Tenant. Landlord shall notify Tenant of its determination that the Leased Premises cannot be restored to tenantable condition with thirty (30) days after the occurrence of the casualty. Following any casualty, Tenant shall at its own cost and expense remove such of its furniture and other belongings from the Leased Premises. Landlord shall use reasonable discretion as to the extent of the untenability of the Leased Premises and of the time required for the repair and rebuilding of the same.

In the event that either (i) insurance proceeds are not available for repair or rebuilding of the Building, or (ii) Landlord's mortgage does not consent to the repair or rebuilding of the Building, or (iii) Landlord elects not to repair or rebuild the Building and to close the

Building, then Landlord shall have the right to terminate this Lease upon written notice to Tenant, in which event any Rent paid in advance of the date of such casualty shall be refunded to Tenant.

12. MAINTENANCE.

The TENANT agrees to maintain the Leased Premises in good condition, damage by fire and other casualty only excepted.

- A. **Tenant's Obligations:** TENANT shall be responsible for routine maintenance of the Development, including janitorial, landscaping, lawn mowing, and snow plowing. TENANT shall further be responsible for routine maintenance of the Leased Premises including carpeting, flooring, doors, wall coverings, paneling, cabinetry, ceiling tiles, plumbing fixtures, window treatments, air ventilation HVAC system, electrical outlets, and equipment (whether installed by Landlord or Tenant). TENANT, upon expiration or termination of this Lease, shall return the Leased Premises to Landlord in like condition as when taken, reasonable wear and tear excepted.
- B. **Landlord's Obligations:** LANDLORD agrees to maintain the structure of the Building of which the Leased Premises are a part in the same condition as it is at the Commencement of the Term or as it may be put in during the Term of this Lease. LANDLORD shall repair or replace the roof and mechanical systems during the term of the Lease. TENANT agrees that LANDLORD shall have reasonable access to the Leased Premises for the purpose of making repairs, alteration or improvements to the Building.

13. ALTERATIONS.

LANDLORD shall provide TENANT, rent-free, access to the development upon execution of this Lease or July 8, 2013, which ever is sooner, to complete due diligence and construction/renovation of the development as a Public School Academy. Said alterations will be completed with approval by the State of Michigan Department of Fire Safety and Construction Codes. All costs associated with opening the Leased Premises as a school shall at the sole and exclusive expense of the TENANT. A construction rent credit is contemplated by LANDLORD and TENANT and described in the hereto attached Rider.

TENANT shall not permit any mechanics' liens or similar liens to remain upon the Leased Premises for labor and material furnished to TENANT or claimed to have been furnished to TENANT in connection with work of any character performed or claimed to have been performed at the direction of TENANT and shall cause any such lien to be released of record forthwith without cost to LANDLORD. Any alterations or improvements made by the TENANT shall become the property of the LANDLORD at the termination of occupancy as provided herein.

TENANT shall maintain during the term of the alterations a Builder's Risk Insurance policy of sufficient coverage and shall name LANDLORD as an additional insured herein.

TENANT shall have the right to erect a building sign/ground sign identifying the school at TENANT'S sole and exclusive expensive, in accord with all state/local ordinances.

14. ASSIGNMENT & SUBLEASING.

The TENANT shall not assign or sublet the whole or any part of the Leased Premises without LANDLORD's prior written consent. Notwithstanding such consent, TENANT shall remain liable to LANDLORD for the payment of all rent and for the full performance of the covenants and conditions of this lease.

15. SUBORDINATION.

This Lease shall be subject and subordinate to any and all mortgages, deeds of trust and other instruments in the nature of a mortgage, now or at any time hereafter, a lien or liens on the property of which the leased premises are a part and the TENANT shall, when requested, promptly execute and deliver such written instruments as shall be necessary to show the subordination of this Lease to said mortgages, deeds of trust or other such instruments in the nature of a mortgage.

16. INDEMNIFICATION AND LIABILITY.

The TENANT shall hold the LANDLORD harmless from all loss and damage occasioned by the use or escape of water or by the bursting of pipes, as well as from any claim or damage resulting from neglect in not removing snow and ice from the roof of the Building or from the sidewalks bordering upon the Premises so leased, or by any nuisance made or suffered on the Leased Premises, unless such loss is caused by the neglect of the LANDLORD.

17. DEFAULT AND BANKRUPTCY.

In the event that:

- (a) The TENANT shall default in the payment of any installment of Rent or other sum herein specified and such default shall continue for ten (10) days after written notice thereof; or
- (b) The TENANT shall default in the observance or performance of any other of the TENANT's covenants, agreements, or obligations hereunder and such default shall not be corrected within thirty (30) days after written notice thereof; or
- (c) The TENANT shall be declared bankrupt or insolvent according to law, or, if any assignment shall be made of TENANT's property for the benefit for creditors,

then the LANDLORD shall have the right thereafter, which such default continues, to re-enter and take complete possession of the Leased Premises, to declare the term of this Lease ended, and to remove the TENANT's effects, without prejudice to any remedies which might be otherwise used for arrears of Rent or other default. The TENANT shall indemnify the LANDLORD against all loss of Rent and other payments that the LANDLORD may incur by reason of such termination during the residue of the Term. If the TENANT shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on TENANT's part to be observed or performed under or by virtue of any of the provisions in any article of this Lease, the LANDLORD, without being under any obligation to do so and without thereby waiving

such default, may remedy such default for the account and at the expense of the TENANT.

18. QUIET ENJOYMENT.

Landlord warrants that TENANT, upon paying the Rents hereinbefore provided, subject to the terms and conditions of this Lease, and upon performing each and every covenant hereof, shall peacefully and quietly hold, occupy and enjoy the Leased Premises throughout the Term hereof, without molestation or hindrance by any person holding under or through LANDLORD.

19. NOTICE.

Any notice from the LANDLORD to the TENANT relating to the Leased Premises or to the occupancy thereof, shall be deemed duly served, if left at the Leased Premises addressed to the TENANT, or if mailed to the Leased Premises, registered or certified mail, return receipt requested, postage prepaid, addressed to the TENANT. Any notice from the TENANT to the LANDLORD relating to the Leased Premises or to the occupancy thereof shall be deemed duly served, if mailed to the LANDLORD by registered or certified mail, return receipt requested, postage prepaid addressed to the LANDLORD at such address as the LANDLORD may from time to time advise in writing. All Rent notices shall be paid and sent to the LANDLORD at the agreed mailing address.

20. SURRENDER.

The TENANT shall, at the expiration or other termination of this Lease, remove all TENANT's goods and effects from the Leased Premises (including, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the TENANT, either inside or outside the Leased Premises). TENANT shall deliver to the LANDLORD the Leased Premises and all keys, locks thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Leased Premises, in good condition, damage by fire or other casualty only excepted. In the event of the TENANT's failure to remove any of TENANT's property from the Premises, LANDLORD is hereby authorized, without liability to TENANT for loss or damage thereto, and at the sole risk of TENANT, to remove and store any of the property at TENANT's expense, or to retain same under LANDLORD's control or to sell at public or private sale, without notice any or all of the property not so removed and to apply the net proceeds of such sale to the payment of any sum due hereunder, or to destroy such property.

21. BROKERAGE.

LANDLORD and TENANT represent that no Broker was used during this transaction. LANDLORD and TENANT hold each other harmless from any and all claims by a Broker claiming a commission herein.

22. RIGHT OF TERMINATION.

LANDLORD and TENANT represent that in the event the TENANT'S authorization is revoked by its authorizer, Eastern Michigan University, then the Lease shall be terminated. LANDLORD'S exclusive remedy shall be repossession of the Leased Premises.

23. FIRST RIGHT

TO OFFER.

Should LANDLORD determine, in its sole and absolute discretion, that LANDLORD is desirous of selling the Development during the Term of this Lease or any extension thereof, then LANDLORD shall grant to TENANT, as long as TENANT is in good standing, sixty (60) days to submit an Offer to Purchase the Development to LANDLORD.

24. OPTION TO RENEW LEASE.

TENANT shall have the option to renew the Lease for two renewal terms of three (3) years each by giving a ninety (90) day notice to the LANDLORD, prior to the termination of Lease, to renew. The Lease shall be increased three (3%) percent in the first year only of each renewal term.

25. OTHER PROVISIONS.

It is understood and agreed that:

- A. **Holding Over:** It is hereby agreed that in the event TENANT is holding over after the termination of this Lease, thereafter the tenancy shall be from month to month in the absence of a written agreement to the contrary, and TENANT shall pay to LANDLORD a monthly occupancy charge equal to one hundred ten (110%) percent of the monthly rental rate in effect during the last lease year until date the Leased Premises are delivered to LANDLORD in the condition required herein, and LANDLORD'S right to damages for such holdover occupancy shall survive. In addition, TENANT shall pay all other charges payable by TENANT under this Lease.
- B. **Entire Agreement:** This Lease shall constitute the entire agreement of the parties hereto; all prior agreements between the parties, whether written or oral, are merged herein and shall be of no force and effect. This Lease cannot be changed, modified or discharged orally but only by an agreement in writing signed by the party against whom enforcement of the change, modification or discharge is sought.
- C. **Successors and Assigns:** This agreement shall inure to the benefit of and be binding upon the parties hereto, their respective heirs, administrators, executors, representatives, successors and assigns.
- D. **Force Majeure:** If, by reason of the occurrence of unavoidable delays due to acts of God, governmental restrictions, weather, strikes, labor disturbances, shortages of materials or supplies or for any other cause or event beyond Landlord's reasonable control, Landlord is unable to furnish or is delayed in furnishing any utility or service required to be furnished by Landlord under the provisions of this Lease, or is unable to perform or make or is delayed in performing or making any installations, construction, repairs, alterations, additions or improvements required to be performed or made under this Lease, no such inability or delay shall constitute an actual or constructive eviction in whole or in part, or entitle Tenant to any abatement or diminution of Rent or other charges due hereunder or relieve Tenant from any of its obligations under this Lease, or impose any liability upon Landlord or its agents by reason of inconvenience or annoyance to Tenant, or injury to or interruption of Tenant's business, or otherwise.
- E. **Governing Law:** This Lease shall be governed by and construed in accordance with the laws of the State of Michigan.

- F. **Requirement of Execution and Delivery:** Submission of this instrument for examination or signature by Tenant does not constitute a reservation of or option to lease, and it is not effective as a Lease or otherwise until execution and delivery by both Landlord and Tenant.
- G. **Waivers:** One or more waivers by Landlord of any covenant or condition shall not be construed as a waiver of a subsequent breach of the same covenant or condition, and the consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval shall not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant.
- H. **Consents:** Whenever, under the terms of this Lease, a party's consent or approval is required or permitted, the consent or approval of such party shall not be unreasonably withheld, conditioned or delayed.
- I. **Recording:** Tenant shall not record this Lease.
- J. This Lease shall not be binding upon Tenant until such time as Tenant's authorizer, Eastern Michigan University, has approved in writing to Tenant the location of Development and the Lease.

UPON WITNESS WHEREOF, the said parties hereunto set their hands and seals this 28 day of June, 2013.

Landlord: Franklin Wright Settlements, a Michigan Not-for-Profit Corporation

Name: Monique Marks, President and Chief Executive Officer

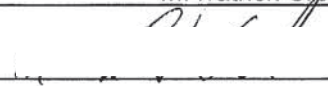
By: 

Title: Monique Marks, President and Chief Executive Officer

Date: June 28, 2013

Tenant: The James and Grace Lee Boggs School, a Michigan Public School Academy

Name: M. Patrick Crpuch as Board Vice President

By: 

Title: Board Vice President

Date: June 28, 2013

RIDER

This Lease Rider is entered into by and between Franklin Wright Settlements ("Landlord"), a Michigan Not-for-Profit Corporation as Landlord and the James and Grace Lee Boggs School ("Tenant"), a Michigan Public School Academy.

Tenant agrees as follows:

WHEREAS: Landlord and Tenant have entered into Lease for certain property identified as 4141 Mitchell Street, Detroit, Michigan 48207; and

WHEREAS: The property requires certain improvements to permit Tenant's legal occupancy; and

WHEREAS: Tenant has the financial resources available to complete the needed improvements; and

WHEREAS: Landlord is desirous to entice Tenant to enter into this Lease by granting certain rent credits for dollars spend by Tenant on improvements to the property.

NOW THEREFORE, BE IT RESOLVED: that for One (\$1.00) dollar and other valuable consideration, the sufficiency and receipt of which are hereby acknowledged the Landlord and Tenant agree as follows:

All costs associated with opening the property as a School and any renovation/construction/tenant improvements associated therein shall be at the sole and exclusive expense of the Tenant.

For the purposes of this Rider, costs of construction/renovation shall be determined by the sum of the contract amounts with all subcontractors/contractors for construction/renovation of the project including but not limited to due diligence, site work, CM fee, architect fee, outdoor play areas, and set up for low voltage wiring and electrical fixtures, including internet, public address systems, clocks, and fire and security alarms.

Credit will NOT include permit fees, recurring utility bills, scheduled and regular maintenance items, or excessive painting.

Landlord shall provide a rent credit of 60% of the total costs of construction/renovation up to \$60,000.00 Dollars. The amount of the rent credits as described above shall be divided equally and applied to the first 4 years of the lease term.

Landlord: Franklin Wright Settlements,
A Michigan Not for Profit Corporation

Name: Monique Marks, President & CEO

By: 

Title: President and Chief Executive Officer

Date: June 28, 2013

Tenant: James and Grace Lee Boggs School,
A Michigan Public School Academy

Name: M. Patrick Crouch as Board Vice President

By: 

Title: Board Vice President

Date: June 28, 2013

EXHIBIT A

The full legal description of the Development at 4141 Mitchell St., Detroit, MI 48207, more commonly known as the Sophie Wright School, is as described below:

Property described as Lots 19, 20, 21, 22, 23 and 24 of Perrien's Subdivision of Lots 92, 93, 94, 95, 96, 97, 98, 99 and 100 of Sanderson's Subdivision of Out Lots 50, 52, 53, Jos. Campeau Farm, Private Claim 609, according to the plat recorded September 7, 1892, in Liber 17 of Plats, page 6, also Lot 3 of Latour's Subdivision of the Northerly 33.02 feet of Lot 89, and the Southerly 36.98 feet of Lot 91, of Sanderson's Subdivision of Out Lots 50, 52 and 53, Jos. Campeau Farm, Private Claim 609.

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 James and Grace Lee Boggs School Board members currently serving will continue as The James and Grace Lee Boggs School Board members under this renewal contract. Nominations and appointments of subsequent The James and Grace Lee Boggs School 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 The James and Grace Lee Boggs School Board members are as follows:

Lumas Helaire

Thomas Nikundiw

Term Expires: 2019

Term Expires: 2021

Kloylda Phillippi

Michael Crouch

Term Expires: 2019

Term Expires: 2021

Soh Suzuki

Amber York

Term Expires: 2019

Term Expires: 2021

SECTION b
Educational Goals

Educational Goals – Section 7b

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 on State of Michigan’s standardized assessment(s)

- The Academy will demonstrate improved pupil academic achievement for all grades and groups of pupils as assessed on the Michigan standardized assessments.

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

- 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.
- 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.

SECTION c
Educational Programs

Mission Statement

Our mission is to nurture creative, critical thinkers who contribute to the well-being of their communities.

Fulfilling The Mission

Our educational program will nurture creative, critical thinkers by embedding eight Habits of Heart, Mind, and Hands into the core academic subjects. We will embed these habits using dual instruction practices that teachers will be trained to use by our partner, Detroit Future Schools. Embedding the Habits of Heart, Mind, and Hands (which include creativity and critical thinking) ensure that we are preparing the whole child, paying attention not both cognitive and non-cognitive skills that are proving to drastically affect achievement.

Our approach to ensuring that we nurture people who contribute to the well-being of their communities is through a place-based curriculum. Place-Based Education (PBE) is learning rooted in the local so that content area skills are learned from the context of the surrounding community, including its geography, history, culture, and economic structure. Each trimester, student work will culminate in an anchor project that will serve as a gift to the community, contributing in some way either to the community's aesthetic beauty, social health, or collective knowledge.

The values of the school show up in the educational program in our commitment to hiring teachers who are not only excellent instructors but also have a strong investment in their students, their families *and* in the neighborhood of the school. We are all on a collective mission to improve our communities through education. To that end, our Community Partners Program is the element of our educational program that deliberately seeks out the community members who have knowledge and skills that can be shared with students. They will create a large network of safe, caring adults who can extend the learning in each student's classroom and provide additional educational experiences such as art, theatre, dance, and music.

We see the educational program described above as fulfilling our core purpose:

- To provide the tools students need to achieve ambitious goals and live lives of meaning
- To nurture a sense of place and develop a commitment to a better Detroit
- To grow our souls by developing a connection with ourselves, each other, and the Earth

Research-Based Methodology That Aligns with the Common Core

We know from our academic research and visits with educators across the country that Place-Based Education, integrated with state standards, promotes high achievement levels. Learning that is rooted in place provides a rich, relevant context for knowledge that motivates students.

Every academic goal at The Boggs School has three purposes:

1. To meet the Common Core State Standards so that students are college-ready upon graduation
2. To encourage stewardship of place
3. To develop the eight Habits of Mind, Heart, and Hands for lifelong learning

The Boggs School understands that Michigan is making a transition to the Common Core State Standards (CCSS) by the 2014-15 school year; thus, we have been designing our curriculum to integrate these skills into our Place-Based curriculum.

PBE offers a myriad of opportunities for authentic learning experiences that cut across traditional disciplines. It is the responsibility of the classroom teacher, along with his or her team, to plan instruction that maintains the tenets of PBE while also addressing the requirements of the CCSS. All of the instructors at the Boggs School will have a thorough understanding of both state and national standards and use this knowledge while collaboratively planning instruction.

Overview of Balanced Literacy

Balanced Literacy is a framework for instructional planning and implementation of literacy education. It involves the use of observation, assessment, and work sampling to make instructional decisions; the structure of classroom delivery that moves through whole group, small group, and independent learning to build student competence and independence; and the incorporation of a balance of quality fiction and nonfiction materials to support instruction and learning in reading and writing. Untested literacy skills such as listening and public speaking are infused throughout a Balanced Literacy framework. The Boggs School will use the materials and framework of Fountas and Pinnell in implementing our Readers' and Writers' Workshops and Word Study. We will supplement our Writers' Workshop with elements of Lucy Calkins' writing curriculum and other related resources.

Balanced Literacy fits the curriculum at the Boggs School in a number of ways:

- *It is Place-Based Education.* In addition to fantasy and other fictional text genres, students will have access to and be directed toward texts that relate to their daily lives: Realistic Fiction featuring characters that look and live like them, Informational Nonfiction that addresses real-life topics from their communities and/or based on their individual interests, and nontraditional texts that come directly from the community, including the work of Detroit poets, spoken-word art, and neighbor interviews, to name a few.
- *It depends on a Responsive Classroom.* As in Math Workshop, literacy learning needs to exist in a community of discourse and constructive co-support. Students are asked to go beyond what they like, dislike, and think someone else should read or write and learn to support each other in their individual reading and writing skills and styles, drawing out the best in each other. The gradual release of responsibility is vital to a Balanced Literacy classroom as students are often working on different activities and skills at the same time; the Responsive Classroom is one in which students can define and act out ideas like "silent," "quiet," "collaboration," "feedback," and "respect."
- *It aligns with the Boggs School's assessment plan.* Although we will not include Reading and Writing in the Learning Record system in Year One, the structures of the work sampling and running records lend themselves to this system for easy integration in future years.

For Year One, teachers and students will regularly meet to conference and review writing samples in order to document progress and initiate the next iteration of students' writing improvement. Readers will also be regularly assessed using the diagnostic Fountas and Pinnell Benchmark System, which gives a snapshot of progress as well as delineates areas of improvement to target. Progress and Evaluation Reports will make this information clearly understandable to students, parents, teachers, and others.

- *It serves our mission.* In order to become creative, critical thinkers, students must be given opportunities to use creativity and critical thinking in their work. The "guided discovery" that Balanced Literacy employs allows a student to experience a sense of responsibility for their own learning and a freedom to explore their own interests while still achieving skill attainment determined and facilitated by the teacher. In addition, literacy is a

powerful tool in addressing the goal of having students contribute to the well-being of their communities. As future leaders, our students must be able to use the power of language to communicate with community members and outsiders, conduct research, critically assess the written and spoken expressions of community stakeholders, and advocate for his or her own beliefs. Balanced Literacy takes universal skills and allows Boggs School teachers and students to ground them in easily accessible and interesting contexts, fostering strong-minded and skilled citizens.

Responsive Classroom

The founders of the Boggs School understand that, in order to have a strong academic culture, we need a strong whole school culture. Our approach to a positive behavior system is to train all of our staff to use Responsive Classroom. Responsive Classroom (www.responsiveclassroom.org) is a series of teaching practices that promote community building in the classroom. It is based on the foundations of child development, awareness that social and academic learning are symbiotic, and the belief that all children want to and can learn.

In the early 1990's, the Northeastern Foundation for Children began working in Washington D.C public schools to share practical academic and social competencies. It was at this time that they coined and defined the term *Responsive Classroom* as follows: "The Responsive Classroom approach is a widely used, research-backed approach to elementary education that increases academic achievement, decreases problem behaviors, improves social skills, and leads to more high-quality instruction." Using this approach at the Boggs School will help shape our school community and culture.

At the Boggs School, we believe that developing and teaching a social curriculum is key in healthy development. The Responsive Classroom methods of establishing school culture root teachers and students in a positive environment with positive communication. It provides the tools, language, and activities for academic and social success.

This philosophy of respect for children and the realization that children need to learn and practice the social skills conducive to learning is a complement to the school's mission and vision for a school that is truly responsive to community needs. We are confident that it, along with a Positive Behavior Support Team (to support RC in classrooms) will help us to establish a culture where all children will succeed academically, socially, and emotionally.

How Our Educational Programming Engages and Prepares Students

Differentiation

The Boggs School will ensure that all of the legal requirements listed below for the provision of special education to children with Individual Education Plans (IEPs) are met. We are committed to making sure that every effort to deliver successful results with regular education has been insufficient before special education services are provided. THE BOGGS SCHOOL will exemplify a "children first" philosophy whereby "Special Education Students" truly Bome "children with a disability" who are able to reach their highest human potential.

Legal Protections for Students with Disabilities

Four federal laws, two that are education specific and two that are intended to prevent discrimination, establish and assure the rights of children and adults with disabilities to receive special education services, as well as

fair treatment in public schools, postsecondary institutions, and the workplace. These protections are as follows:

The Individuals with Disabilities Education Act (IDEA) (2004)

This law ensures that children with disabilities ages 3-21 (3-26 in Michigan) receive special education supports and services. Students are guaranteed free and appropriate public education tailored to their needs. The children and their parents or guardians have the right to timely evaluations, access to all meetings and paperwork, transition planning, and related services. IDEA specifies that a child with one of thirteen disabling conditions is eligible for services.

Elementary and Secondary Education Act (No Child Left Behind or NCLB)

This law compels schools to meet rigorous standards for educational content and student achievement. It requires schools to measure yearly progress to determine adequate growth. Schools must provide data on student progress including data for students with disabilities.

Section 504 of the Rehabilitation Act of 1973

Section 504 prohibits discrimination against people with disabilities in any federally funded program. Persons with physical or mental impairments that substantially restrict one or more major life activities are eligible for services under Section 504. Modifications and accommodations must be provided for persons who qualify for Section 504 through a formalized plan. Full access to the educational curriculum and community buildings are assured under this law. Some schools use Section 504 to service students with ADHD, Specific Learning Disabilities (SLDs), or other medical/health related issues who do not need more comprehensive services. Although the civil rights law does not fund programs, these protections are to be provided by the school.

The Americans with Disabilities Act (ADA)

ADA is another civil rights measure that protects people with disabilities from discrimination in school, the workplace, and other environments. This law also covers students served under IDEA. In addition, people with disabilities are protected from discrimination in employment by the ADA. Recent legislation expanded the definition of persons with disabilities and protects them from discrimination.

Family Educational Rights and Privacy Act (FERPA)

FERPA is a law that dictates the rights of parents with regards to their children with disabilities and confidentiality. IDEA and FERPA overlap with regard to assuring a free and appropriate public education, as well as the right to confidentiality of records.

The workplace and educational environment of THE BOGGS SCHOOL will provide these legal protections to families, students, and professionals in the form of *inclusion*. We value the diverse talents, skills, and contributions of all families, students, community members, and employees, and assure a safe psychological environment of acceptance for learning and professional growth. *The Quick Reference Guide to Public School Academies and Special Education Support* will be utilized to support appropriate development and provisions of special education programs and services.

Our Expectations and Educational Beliefs: Inclusion

- Inclusion is the underlying philosophy and practice by which ALL students are educated.
- Inclusive practices maximize individual student growth and build a sense of community.
- All students are educated in the general education classroom. Using data to focus on specific needs,

instruction becomes focused and may be presented in a variety of settings with the general education classroom as the base.

- The curriculum is modified or adapted so that students can progress at their individual rate.
- General Education teachers assume responsibility to teach and meet the cognitive, affective, and social needs of all students in collaboration with a part-time special education teacher and other professional staff, as needed per an IEP.
- The teacher uses differentiated instruction and other strategies that facilitate the education of multi-level abilities in the classroom. This includes accessible instructional materials, project-based curriculum, and universal design for learning.
- Teaching strategies may include: Marzano's 9 Essential Strategies, co-teaching, mastery learning, curriculum compacting, independent projects, flexible groupings, learning centers, service learning, use of computers and other assistive technology, peer assisted learning, school wide positive behavior supports, and teaching to learning styles.

Quality Assurance: Equity in Enrollment Opportunities for All Students

Procedures and Practices

To assure equity in enrollment in the student intake process, a checklist of required enrollment activities will be adopted. Included in this enrollment process will be a review to determine if the student has been deemed eligible for special education services and/or has a medical condition that would require accommodations under Section 504 and/or IDEA. Also included in this packet will be a *Child Find Statement* (see below) that describes the process for identifying, locating, and evaluating students who are suspected of having a disability. *Wayne County RESA Guidelines* will be followed for the implementation of Response to Intervention (RTI) and eligibility determination for specific learning disabilities.

Child Find Statement

The Boggs School has an ongoing goal of locating and identifying those children in the school community who have special needs as defined by IDEA, as well as those defined in Section 504. To those ends, we will convene a group of teachers, counselors, parents, and administrators to serve on a Student Assistance Team (SAT). This team will assist students who are experiencing difficulty in the areas of behavior, academics, health, and/or attendance. Student problems will be identified, a student action plan will be developed, and student progress will be monitored. The school will begin to select screening materials to determine which students are at risk for failure upon enrollment. RTIs will be developed as an approach to the preventions of early learning failure and appropriate identification of students with SLDs and other disabilities. Forms and appropriate written procedures will be in the parent handbook and are included in the *ABCs of Student Support Services Manual*. The special education referral process will be provided in written form and in a chart. The pre-referral process is documented and utilized by the school and the parent is notified of any proposed plan of action to support student achievement (RTIs, Section 504 and/or IDEA). Special education referral forms and procedures are known to all staff, utilized, and comply with special education law.

Evaluation of Students at Risk for Academic Failure and Suspected of Having a Disability

Procedures and Process

The Boggs School's process for evaluation will follow the state and federal procedures set out in the *Michigan Administrative Rules for Special Education*, IDEA, and Section 504. Multi-disciplinary professionals may serve

on teams, including SATs, RTIs and/or positive behavior support teams, which will schedule monthly meetings to review student progress based on assessments. This team will identify struggling learners, exceptional learners, and those who might need extra support through Title I, Title II or Title III supported interventions. Individual Learning Plans (ILPs) will be developed for students who are assessed and determined at risk of academic failure for reasons of behavior or academic delays. The parent, teacher, agency, or administrator for evaluation of special education needs may refer students who do not respond to interventions over a period of time. A referral for special education evaluations can be made at anytime during the intervention process.

Timelines for initial referrals will follow *Michigan Administrative Rules Guidelines* aligned with federal IDEA rules and regulations. A Review of Existing Evaluation Data (REED) is held by evaluators to determine the necessary evaluations. The evaluations recommended at the REED are to be completed by the Multi-Disciplinary Evaluation Team (MET) and are in accordance with the *Wayne County RESA Guidelines* for determining eligibility in any of the 13 disability areas. The parent must give written consent for initial evaluations prior to any eligibility evaluations given to the student. A MET must review the evaluation outcomes with the parent at a MET meeting to determine if the student has an eligible disability. Special education records reviews will be completed as an internal audit to ensure procedures for special education eligibility were followed and to prevent disproportionate representation per the state performance plan.

After eligibility is determined by the MET, an Individual Education Planning Team (IEPT) meeting is held to determine programs and services for the student. A flow chart is provided in the *ABC's of Student Support Services Manual* for understanding the evaluation process. A re-evaluation must take place every 36 months and an IEP review must be held every 12 months. Parents must be invited to participate; however, timelines are essential and must be complied with. Parents' rights are provided in the procedural safeguards provided for the parent. If disagreements occur with the parent regarding eligibility determination and/or IEP implementation issues, Wayne County Mediation Center will be utilized to resolve conflicts, as well as other mechanisms as outlined in *Dispute Resolution Guidelines*.

Special education evaluation review processes and MET meeting procedures are consistently utilized and comply with *Michigan Administrative Rules* and *Wayne County RESA Guidelines*. Parents are involved and empowered in the process. IEP procedures and transfer provisions are utilized, and IEPs for students are fully implemented.

Special Education Programs and Services

These are determined in the IEPT meeting. Students will be provided educational access in the least restrictive environment per a continuum of services. Students are included in the general education classroom no less than 80% of the day. Highly qualified service providers will deliver all services described in the IEP. Students may receive specialized skill development when needed and determined by the IEPT to be necessary for success. Resource teacher services, speech and language, related services such as social work, occupational therapy, medical nurse interventions, counseling, etc. will be provided as determined by the IEPT. Caseload numbers will be determined by county guidelines according to disability and program provisions. However, it is recommended that a resource room special education teacher providing supports services in the general education classroom within the inclusion model have not more than 18 students on a caseload. These numbers are also determined by the amount of resource service time on the IEP. Other job responsibilities for service providers include co-planning and IEP planning and facilitation, records review, and compliance tasks for facilitating IEP meetings. Student instruction may also include guided individual reading/math instruction and or behavior support interventions from other interventions teams. Least Restrictive Environment Paraprofessionals are used to support the teacher and student with instructional

activities. Alternative educational placements are determined through the IEP and guidelines as to enter/exit criteria will be followed. Suspension/expulsions guidelines along with disciplinary procedures as per RESA and IDEA Guidelines will be made available to students, staff, and parents. Best practices for inclusion and support in the general education classroom will be implemented and monitored for implementation fidelity.

The Boggs School will ensure and offer Free and Appropriate Public Education (FAPE) per the IEPT recommendations by contracting with agencies that will provide highly qualified service providers. Students may also receive community support with partnerships within the community that will support educational success.

Technology Supports and Accessible Instructional Materials

The Boggs School will use Universal Design for Learning for instructional delivery, which has proven that adaptations provided to compensate for the limitations of people with disabilities often benefit the general population. The educational program will provide low-tech and mid-tech examples of assistive technology as a matter of course (e.g. graphic organizers, post-it notes, digital recorders, picture schedules, etc.). All students will benefit from these accessible instructional materials. For high-tech materials such as an alternative communication device, our budget dictates that we reserve these only for compliance with an individual student's IEP. Students with print disabilities will have accessible instructional materials for learning. Michigan Integrated Technology Supports (MITS) will be utilized to support access to the curriculum through technology. Technology will be used to drive collaboration, communications, student achievement, and professional development.

Funding

We expect to fund our special education services through:

- Federal funds in the form of Targeted Title I, II, and III grants as well as others that may be relevant to the needs of the population beginning in Year Two
- Local funds in the form of Wayne County RESA Special Education Initiative Supports
- State aid in the form of per pupil funding
- Grants, including the Developing Innovative Partnerships and Learning Opportunities that Motivate Achievement (DIPLOMA) Act, IDEA Flow-Through grants per special education count, and RESA grant support for school-wide positive behavior supports

Procedures will be utilized that comply with state, county, and federal requirements for counting students identified for special education and the amount of service time provided per the IEP. All fiscal reports will be submitted accurately and on time. Grant applications and reports will be completed as required. Personnel inventory reports will be submitted to ensure highly qualified staff. All monitoring procedures will be completed on an annual basis in pupil accounting. School Improvement Plans (SIPs) will be completed as required to secure funding. Special education student counts will be submitted per the state mandates.

Facilities and Space

Architects who specialize in the design of school spaces that meet the universal accessibility and learning needs of students and families will be a part of our resource support. Rooms will be provided to assure confidentiality for meetings and student evaluations. External contracted support staff will have adequate materials and space to provide services and supports to students. Records will be locked for confidentiality and students with disabilities will have access to the building without barriers.

Highly Qualified Human Resources

Based on enrollment expectations for the first year of operations, the student population will be 112 students, grades K-4. Wayne County special education population ranges from 10-14 percent. We have budgeted for a part-time special education teacher for support in the general education classroom and to assure fidelity of implementation of the IEP. Speech and language and related services will be provided through contracted services. Special education consultants will provide professional development on special education laws, procedures, and guidelines as required by IDEA, Section 504, NCLB, and ADA. The principal will be the district representative at IEPT meetings to ensure fidelity of implementation of IEP and Section 504 plans. This role will also include building partnerships with community members and organizations that will help serve the needs of students with special needs.

In order to implement our students' IEPs, we will partner with organizations such as the Michigan Alliance for Families to set up professional development for parents as well as with Futures Health Core to contract with support services not on staff. Additional contracted services for program supports and development will be retained as needed for organizational planning, school improvement, and special education support. Job descriptions and expectations for all service providers will be developed and service provider evaluations will be aligned with meeting compliance and accountability standards according to student progress and meeting IEP goals and objectives. All employees will be held accountable for supporting student achievement and their role in that process will be clearly defined.

Assessment of Student Learning

Assessments will be formative and summative. Students and teachers will find sponsors for projects in the community to support learning. Standards will be incorporated into the projects and student competencies will be measured to prepare for the MEAP/MIAccess/MEAP Access. Reading and math programs will be adopted that are robust, aligned with the Common Core State Standards, and have formative and summative assessment embedded to track student achievement and monitor progress.

Transition Planning for Relevance and Career Readiness

This is an essential component of the curriculum even at a K-4 instructional level. Encouraging the relevance to student curriculum through connections to community resources and service learning will be preparation for success in the 21st century. Planning for life outcomes and career readiness effectively begins at an early age with community connections and relevance within the curriculum. Transitions from school to community projects and the development of parent involvement in this process are an essential element of the curriculum.

Sheltered Instruction Observation Protocol (SIOP)

The need for this protocol for English Language Learners (ELL) may not arise initially due to the low number of ELL students in the Boggs School's neighborhood. However, the school will be prepared for ELL students by developing this protocol. This program is literacy-based and provides support for ELL and special education students in vocabulary development. It is an integral part of the curriculum.

Student Data Management Systems

This system provides organizational supports for tracking data for student success and driving instructional

decisions. It is an essential component for making decisions about organizational development, professional development, and school improvement. After authorization and in the first year of planning, an IEP data management system that provides an integrated approach to data management for student attendance, pupil accounting, special education counts for federal funding, attendance data, demographic data, achievement and behavior data will be explored for purchase. Considerations prior to purchase of the system would be cost, technical support, impact on collaboration, communications, compliance, ease of navigation and training. Several systems will be explored and compared for possible adoption. Cited in the Resource Supports are Zangle (RESA Data Management); Maximus Tienet (IEP Data Management and RtI Data Management); Power School; Easy IEP; SWIS School Wide Information Systems; AIMS Web; Accommodations Pro; and Pearson's Products, which will also be explored with regard to Reading Programs and Data Tracking.

Professional Development and School Improvement

Along with the resources provided by our membership to the Michigan Association of Public School Academies (MAPSA) and taking advantage of the resources from our ISD, the Boggs School understands that we will need to consult with experts in the special education field to provide professional and organizational development support. Organizational development and school improvement planning support will be assessed frequently, and appropriate support services will be obtained. An assessment of professional development needs will be conducted and professional development will be aligned with the school improvement plan. Specific areas of focus will be Place-Based curriculum and differentiated instruction.

Administration

The Boggs School will have one principal who will be responsible for ensuring FAPE is provided for students with disabilities and that the school culture provides a healthy, safe environment for learning. The principal will work in collaboration with the School Board, the authorizer and the Operations Director to ensure all students are achieving at high levels. The Principal and Operations Director will be responsible for collecting, managing, and reporting data through CIMS2, collaborating with the general education teachers on scheduling of students and communicating the necessary accommodations and modifications required through the IEP; providing appropriate assessments for students with disabilities; and ensuring contract agencies for services are providing appropriate services as per the need for related services.

Ensuring a Safe Learning Environment for All

As a support to our families, children, and school community, the school is prepared to provide professional crisis intervention support by having qualified staff trained by the National Institute for Trauma and Loss in Children (TLC) to respond in the event of potentially trauma-inducing incidents. Interventions consist of individual, group, and family participation, educational presentations, debriefings and defusing trauma with victims, caretakers, and teachers. It is the intent of the trauma team to provide interventions, to restore a sense of safety, reduce the effects of trauma, assist victims in establishing a sense of hopefulness and recovery, and minimize the long-term impact on the community. Procedures and processes will be developed for crisis assistance.

In addition, school personnel are mandated by the Michigan School Code to follow certain procedures and actions when a student attempts/threatens suicide and/or becomes physically violent with other students and professionals. Children and youth who are exposed to violence or bullying or experience personal loss, abuse, and previous trauma may suffer from depression and other mental illnesses. School personnel need to be vigilant and watch for warning signs as these students are at risk of suicidal behaviors.

Parent and community involvement will be a keystone of support for student achievement and school success. Multiple resources and school structures will be designed to support parent and community involvement. A Parent-Community Resource Center will be a part of the school design. Community and state resources will be provided to benefit the community and parents. Business leaders will also assist with the integration all students into the community for learning and exploratory projects. Providing this type of learning environment will support the inclusive educational program and assure a sense of belonging in the community for all students.

A Research Base for Place-Based Education

Place-Based Education (PBE) uses the environment as an integrating context (EIC) across disciplines. It is characterized by interdisciplinary and hands-on learning experiences that often center on problem-solving projects, learner-centered education that adapts to students' individual skills and abilities, and the exploration of the local community and natural surroundings. Below are abstracts from compelling studies citing evidence that PBE not only increases academic achievement in populations similar to the Boggs School's but also delivers on other important components of our program such as increasing critical thinking skills, enhancing teacher practice, increasing community connections, and a decline in discipline problems.

Athman, Julie & Monroe, Martha. (2004). *The effects of environment-based education on students' achievement motivation*. *Journal of Interpretation Research*, 9(1): 9-25.

Greater achievement motivation is associated with greater cognitive engagement in schoolwork, which improves academic performance. In eleven Florida high schools, four hundred 9th and 12th grade students took part in a comparison of achievement motivation in classrooms with EIC programs and traditional classrooms. Students filled out a twenty-item Achievement Motivation Inventory and selected teachers and students in the participating programs were also interviewed. Controlling for grade point average, gender and ethnicity, environment-based education significantly raised 9th and 12th graders' achievement motivation in comparison to the control groups. Students and teachers attributed increased motivation to the use of the local environment, teachers' ability to tailor learning experiences to students' interests and strengths, and the application of learning to real-life issues and problems, which often enabled students to present their work to community audiences beyond their teacher.

Bartosh, O. (2004). *Environmental education: Improving student achievement*. Unpublished master's thesis, The Evergreen State College, Olympia, Washington.

This study is highlighted in a report entitled *2004 Report Card on the Status of Environmental Education in Washington State*, which was originally retrieved from <http://wa.audubon.org>, and more recently retrieved November 14, 2005 from http://www.peecworks.org/PEEC/PEEC_Research/01795C0D-001D0211.14/EEReportCard%202004.pdf.

The Pacific Education Institute's Environmental Education Assessment project compared seventy-seven pairs of demographically equivalent schools across the state: one with environmental education (EE) integrated throughout the grades and curriculum and a matching school without EE. Schools with EE programs consistently showed higher test scores on state standardized tests in math, reading, and writing and more support from parents, community and administration. Young people exposed to EE tended to improve their overall GPA, stay in school longer, receive higher than average scholarship awards, and display more responsible behavior in their school and community. Schools with as little as 20% of the teaching staff involved with EE showed statistically higher standardized test scores and more students who met state standards.

Emekauwa, E. (2004). *They remember what they touch: The impact of place-based learning in East Feliciana parish.* Rural School and Community Trust. Retrieved July 12, 2011 from http://www.pecworks.org/PEEC/PEEC_Research/S0179ABE5-0179ABE9

In 1999-2000, the East Feliciana parish began Project Connect, a district wide place-based math and science initiative, in an attempt to reform their poor academic performance. The district includes five elementary/middle schools and over 2000 K-8 students, 80% of whom are African American, and 85% of whom receive free lunch. Fifty-two different teachers participated in one or more of three consecutive summer trainings on place-based learning. This study investigated 4th grade ELA, Math, Science, and Social Studies scores on Louisiana Educational Assessment Program (LEAP 21) from 1998-2002, comparing the district to the state for percentage of students at "unsatisfactory" level. The performance gap between the district and state decreased for all subject areas. Further, the greatest individual school success occurred at Slaughter Elementary, where three of the district's place-based leadership team-teach.

Ernst, Julie Athman & Monroe, Martha. (2004). *The effect of environment-based education on student' critical thinking skills and disposition toward critical thinking.* *Environmental Education Research*, 10(4): 507-522.

Four hundred 9th and 12th grade students in eleven Florida high schools participated in a comparison of their critical thinking skills in EIC classrooms and traditional classrooms. Controlling for grade point average, gender, and ethnicity, EIC programs significantly raised students' scores on the Cornell Critical Thinking Test at both grade levels, and at the 12th grade level, significantly raised scores on the California Measure of Mental Motivation. In interviews, teachers indicated that EIC programs influenced students' critical thinking because they integrate multiple disciplines through a common environmental theme; involve open-ended projects that require hypothesizing, investigating issues, and conducting research; empower students to be responsible for their own learning by giving them a voice in selecting their projects, goals, and action plans; and provide opportunities for students to reflect on their learning and connect it to their communities.

Lieberman, Gerald A. and Hoody, Linda. (1998). *Closing the Achievement Gap.* San Diego, CA: State Education and Environment Roundtable. (www.seer.org)

This is a study of student performance in forty schools implementing EIC, and was done in partnership with twelve State Departments of Education. Data came from site visits to all forty schools, four different teacher surveys, interviews with more than four hundred students and two hundred fifty teachers and administrators. In addition, in fourtenn schools, EIC students were compared with students in traditional classrooms on standardized test scores, grade point averages, attendance, student attitude measures, and records of disciplinary actions. Results showed the following benefits for students in EIC programs: higher scores on standardized measures of academic achievement in reading, writing, math, science, and social studies; reduced discipline and classroom management problems; increased engagement and enthusiasm for learning; and greater pride and ownership in their accomplishments.

National Environmental Education Training Foundation. (2000). *Environment-based Education: Creating High Performance Schools and Students.* Washington, DC: Retrieved July 12, 2011 from http://www.pecworks.org/PEEC/PEEC_Research/01795C0D-001D0211.17/NEETF%202000.pdf

Seven case studies of schools using EIC approaches showed improved scores on reading and math assessment tests, better performance in science and social studies, and declines in discipline problems.

State Education and Environment Roundtable (SEER). (2000). *California Student Assessment Project: The Effects of Environment-based Education on Student Achievement.* Retrieved July 14, 2005 from <http://www.seer.org/pages/csap.pdf>

This study identified eight paired sets of students: one class exposed to EIC programs and the other without. In two cases, the paired classes came from the same school; in six cases, from different, neighboring schools matched by demographics and socioeconomic descriptors. Evidence came from standardized test scores, site visits, and teacher surveys and interviews. Comparing standardized measures of academic achievement in reading, writing, math, science, and social studies, the EIC students did better 72% of the time and their attendance was better 77% of the time. They also showed fewer discipline problems, increased enthusiasm for learning, and greater pride in their accomplishments.

Description of All Assessments

Student Assessment

Measurable Outcome Indicators (MOI)

1. Students will notably exceed state averages on the Michigan Education Assessment Program.
2. Students will notably exceed the averages of other charter schools that also administer the (e.g. Scantron) standardized test.
3. All students attending the academy for three consecutive years will test at least at grade level in all tested subjects.
4. At least 80% of Boggs School students will meet or exceed the goals established at their student-led conferences.
5. The Boggs School will achieve an overall student attendance rate of at least 95%.
6. The Boggs School will achieve at least an annual 90% retention rate for students who can continue attendance by virtue of family location.
7. The Boggs School will achieve a 90% parental, student, and community satisfaction rate.
8. Throughout their time at the Boggs School, students will indicate they are being prepared to reach their highest human potential.
9. After graduation from the Boggs School, students will indicate they were academically, socially and emotionally prepared for their futures.

Personal Development Goals (PDG)

1. Students will demonstrate the habit of collaboration.
2. Students will demonstrate the habit of social awareness.
3. Students will demonstrate the habit of scholarship.
4. Students will demonstrate the habit of creativity and resourcefulness.
5. Students will demonstrate the habit of self-actualization.
6. Students will demonstrate the habit of critical thinking.
7. Students will demonstrate the habit of maintaining a healthy mind, spirit and body.

Mission-Specific Goals (MSG)

1. Students will experience increasing active involvement in democratic decision processes and/or democratic decisions that directly affect the operations of the school.
2. Students will experience increasing active involvement in democratic decision processes and/or democratic decisions that directly affect their daily lives.
3. Students will experience increasing active involvement in activities that transform their neighborhood.

4. Throughout their time at the Boggs School, students will indicate they are being prepared to reach their highest human potential.
5. After graduation from the Boggs School, students will indicate they were academically, socially and emotionally prepared for their futures.

The Boggs School's assessment program is driven by our commitment to meet the academic needs of our students. We understand that our curricular decisions must be based on real data. We also believe that the ability to meet the measurable academic goals will be exponentially improved by students achieving the personal development and mission-specific goals we have for them. Therefore, we have created a plan to measure these goals as well. Personal Development Goals will be assessed with teacher-developed rubrics, based on the Pentucket Regionals Schools Habits of Learning Rubric model for character development (prsd.org). The Board, using parent and student surveys provided by the Michigan Association of Charter School Boards (MACSB), will measure mission-specific goals.

Program Evaluation

Our curriculum and school culture will be evaluated using the Michigan School Improvement Framework. We will incorporate the data gained from curriculum evaluation and use it to inform strategies for school improvement. Curriculum and program evaluation processes will occur across the five School Improvement Plan (SIP) Strands.

SIP Strand I – Teaching and Learning: The Boggs School's curriculum and daily activities will be based on Common Core State Standards. Student Learning Records and other running records of student work will help determine if lessons address the intended learning strands. Instructors will work collaboratively to design and implement standards-based learning experiences throughout units. Furthermore, the school will work with SEMIS (Southeast Michigan Stewardship Coalition) to assist in developing our place-based program so that all lessons are aligned with the Michigan curriculum framework. We will also be the pilot school for GLSI (Great Lakes Stewardship Initiative) to evaluate a place-based program in an urban setting (see below). Documentation will be collected in the form of unit plans, daily lessons plans, and end-of-unit teacher reflections. The Boggs School's learning community will develop a series of guidelines for teachers to follow, evaluate, analyze, and modify units and lessons for future use. Achievement outcomes will also be used to evaluate curriculum and instructional delivery. The Boggs School evaluation of teaching and learning will be compliant with recent law and based on student growth, allowing for informed decision-making about staffing and compensation.

SIP Strand II – Leadership: The Boggs School will assess and evaluate its school leadership. The school's learning community (instructors and administrators) will meet bimonthly as a group. The Boggs School will also implement bimonthly, guided professional reflections, a time where instructors and administrators meet one-on-one to communicate openly about the school. Leadership will also be evaluated through student, parent, and community partner surveys. School leaders will be evaluated in compliance with recent law and in a way that considers multiple rating categories and student growth.

SIP Strand III – Personnel and Professional Learning: The Boggs School will empower staff to contribute to identifying and developing their own professional development needs. Preparing teachers to design and deliver a PBE curriculum can be challenging. The Boggs School will provide professional development opportunities that build on instructor skills and support the Boggs School's culture and mission. This approach to personnel and professional learning has proven to enhance student achievement and build a strong school culture. Based on the professional learning model implemented by the Learning Community, a school in

Central Falls, Rhode Island, the Boggs School will utilize a staff communication enhancement practice to identify and address staff, curricular, and student needs.

SIP Strand IV – Community Relations: Creating and maintaining a communication pathway with all stakeholders is essential to upholding our school's mission. Our communication processes will encourage parents to provide feedback about the school. When the Boggs School sends home narratives documenting student progress, they will leave a check-in form with parents. Parents will be encouraged to fill out this form or arrange a visit or phone call. In this sense, families provide regular narratives on the school's performance and their understanding of their child's success. They will also be provided with feedback surveys from the Board to ensure that the school is meeting the board performance expectations as it relates to community satisfaction. The Boggs School will use an evaluative assessment to measure community partnership participation. At the beginning of programming, there will be a partnership meeting to set expectations. During programming, there will be check-in sessions. And at the conclusion of the programming cycle there will be a post-service session to evaluate whether programming met the expectations of the school and its partners.

SIP Strand V – Data and Information Management: The information that the Boggs School gathers on students, staff, and community partners will inform future programming. Staff will be trained in student data collection methods. The Boggs School development team understands implementing data collection tools so that they are valid and also in collecting accurate, unbiased, and objective information about the educational and social aspect of our programs. The Boggs School will use the data from the Michigan Education Assessment Program (MEAP) to indicate strengths and weaknesses of the school's curriculum for year-end evaluation and to determine whether improvement programs and policies are having the desired effect over time. It will also paint a picture of how well our students are doing compared to the state standards.

Partnership with Great Lakes Stewardship Initiative (GLSI)

It is important to note that the Boggs School has been singled out by GLSI (the parent organization of SEMIS) to pilot the evaluation of Placed-Based Education in an urban setting. GLSI will provide the tools and resources to determine whether or not our programming is truly making a difference in the community we intend to serve and whether or not teachers are improving their practice by using this method. We are honored to have the chance to demonstrate authentic accountability by measuring how well our programming increases student achievement.

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)
3 - 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 136 students. The Academy will annually 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

The James and Grace Lee Boggs School Calendar - 2018-19

September 2018						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4*	5*	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

October 2018						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November 2018						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December 2018						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

January 2019						
Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

February 2019						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

March 2019						
Su	Mo	Tu	We	Th	Fr	Sa
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

April 2019						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2019						
Su	Mo	Tu	We	Th	Fr	Sa
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2019						
Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

July 2019						
Su	Mo	Tu	We	Th	Fr	Sa
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

August 2019						
Su	Mo	Tu	We	Th	Fr	Sa
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

Sept. 3, 2018: No School – Labor Day
 Sept. 4, 2018: First Day (Full Day;
 *Half Day Kinder ONLY)
 Sept. 5, 2018: *Half Day Kinder ONLY
 Sept. 28, 2018: No School – Prof. Devel.
 Oct. 19 & 26, 2018: Half Days – Conferences

Nov. 6, 2018: No School – Prof. Devel.
 Nov. 21, 2018: Half Day – Thanksgiving Break
 Nov. 22-23, 2018: Thanksgiving Break
 Dec. 24, 2018-Jan. 4, 2019: Winter Break
 Jan. 18, 2019: Half Day – Records
 Jan. 21, 2019: No School – MLK Jr. Day

Feb. 1, 2019: Half Day – Prof. Devel.
 Feb. 18, 2019: No School – Presidents Day
 March 8 & 15, 2019: Half Days – Conferences
 April 1-5, 2019: Spring Break
 April 19, 2019: No School – Prof. Devel.
 May 20, 2019: No School – Prof. Devel.

May 27, 2019: No School – Memorial Day
 June 7, 2019: Half Day – Records
 June 14, 2019: Last Day (Full Day)

Attendance on half days is VERY important.
 If we don't meet attendance levels, we must
 make up days in summer or lose funding!

Boggs School Calendar 2018-19 – List

Sept. 4, 2018: First Day (Full Day; *Half Day Kinder ONLY)

Sept. 5, 2018: *Half Day Kinder ONLY

Sept. 28, 2018: No School – Prof. Devel.

Oct. 19 & 26, 2018: Half Days – Conferences

Nov. 6, 2018: No School – Prof. Devel.

Nov. 21, 2018: Half Day – Thanksgiving Break

Nov. 22-23, 2018: Thanksgiving Break

Dec. 24, 2018-Jan. 4, 2019: Winter Break

Jan. 18, 2019: Half Day – Records

Jan. 21, 2019: No School – MLK Jr. Day

Feb. 1, 2019: Half Day – Prof. Devel.

Feb. 18, 2019: No School – Presidents Day

March 8 & 15, 2019: Half Days – Conferences

[April 1-30, 2019 – Open Enrollment Period]

April 1-5, 2019: Spring Break

April 19, 2019: No School – Prof. Devel.

May 20, 2019: No School – Prof. Devel.

May 27, 2019: No School – Memorial Day

June 7, 2019: Half Day – Records

June 14, 2019: Last Day (Full Day)

Days: 180

Hours: 1142 (1135 Kinder)

SECTION h
Age and/or Grade Range of Pupils

Age/Grade Range – The James and Grace Lee Boggs School

Proposed Grade Range of Pupils for 2018-19:

Group A:

Kindergarten/1st Grade Class: 20 students (Rainbow Room)

1st/2nd Grade Class: 20 students (Painted Turtles Room)

Group B:

3rd/4th Grade Class: 24 students (Pheasants Room)

4th/5th Grade Class: 24 students (Blue Herons Room)

Group C:

6th/7th Grade Class: 24 students (Tiger Lilies Room)

7th/8th Grade Class: 24 students (Ravens Room)

136 students total

We anticipate using this class model for the next three years (2018-19, 2019-20, 2020-21) and then beginning the transition to one grade per class in 2021-22, beginning with a full Kindergarten and building from below.