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

NEW SCHOOL HIGH
(A Public School Academy)

2019

TABLE OF CONTENTS

Contract Documents — Tab

University Board Resolutions ..... A

Terms and Conditions of Contract ..... B

Contract Schedules C

Schedule 1: Articles of Incorporation 1

Schedule 2: Bylaws 2

Schedule 3: Fiscal Agent Agreement 3

Schedule 4: Oversight Agreement 4

Schedule 5: Description of Staff Responsibilities 5

Schedule 6: Physical Plant Description 6

Schedule 7: Required Information for Public School Academy 7

Section a: Governance Structure ..... a

Section b: Educational Goals ..... b

Section c: Educational Programs c

Section d: Curriculum ..... d

Section e: Method of Pupil Assessment ..... e

Section f: Application and Enrollment of Students ..... f

Section g: School Calendar and School Day Schedule ..... g

Section h: Age and/or Grade Range of Pupils ..... h

UNIVERSITY BOARD RESOLUTIONS

SECTION: 15
DATE: June 22, 2018

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.

[redacted]

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 380.1311*e* 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.

SECTION: 7
DATE: February 7, 2019

BOARD OF REGENTS

EASTERN MICHIGAN UNIVERSITY

RECOMMENDATION

ISSUANCE OF CHARTER: NEW SCHOOL HIGH

ACTION REQUESTED

It is recommended that the Eastern Michigan University Board of Regents issue a charter for New School High (9-12) and authorize the President of the University to execute a new five-year charter school contract, commencing on July 1, 2019.

STAFF SUMMARY

New School High

VISION: Shaping the future through knowledge, creativity, character, and community.

MISSION: New School High's stated commitment is to academic excellence, creativity, community engagement and the nurturing and development of compassionate and responsible human beings through a personalized liberal arts education led by master teachers and enhanced by the resources of the community.

EDUCATIONAL GOALS: Academic excellence, creativity, citizenship and responsibility

New School High (NSH) offers a very different experience than any other school that serves the Plymouth-Canton community. Because relationships and trust are the foundations necessary for learning, each of their students is well known by every adult, and every teacher teaches every child. Structures that promote relationships and community are an intentional and integral part of the school schedule. The goal of NSH is to help all students understand how they best learn, what they need to be successful, and how to take responsibility for their own education.

NSH seeks to prepare students for adult life with academic excellence and personal development being the desired outcomes for every student. New School High delivers the Michigan Merit Curriculum by a certified, highly-qualified team of teachers. All students are encouraged to participate in advanced learning opportunities, such as:

- Independent Study: To honor their interests and needs, students are encouraged to propose their own individualized course and design a curriculum and timeline with the guidance of the content area teacher. This may reflect advanced work, such as preparing for an Advanced Placement (AP) exam. In semester one of 2018-19, 18 students were

engaged in independent study courses.

- Advanced Placement: Students may participate in a full range of AP courses. In semester one of 2018-19, 15 students were enrolled in seven different AP courses.

- Dual Enrollment: Students may enroll in a university or community college course for college credit. In 2017-18, the first NSH, dual-enrolled student successfully completed two college courses. In semester one of 2018-19 there were three students dual-enrolled in a total of four college courses.

- College and Career Guidance: Regular, all-school presentations introduce students to the possibilities that await them after high school. In the first two months of 2018-19, NSH students have attended presentations given by admissions officers at 10 Michigan colleges and universities, as well as all branches of the military.

FISCAL IMPLICATIONS

None.

ADMINISTRATIVE RECOMMENDATION

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

[redacted] 1/18/19

University Executive Officer
Rhonda Longworth, Ph.D.

Date

TERMS AND CONDITIONS

OF CONTRACT

DATED: JULY 1, 2019

ISSUED BY

THE EASTERN MICHIGAN UNIVERSITY BOARD OF REGENTS

TO

NEW SCHOOL HIGH
(A PUBLIC SCHOOL ACADEMY)

CONFIRMING THE STATUS OF

NEW SCHOOL HIGH

AS A

PUBLIC SCHOOL ACADEMY

TABLE OF CONTENTS

ARTICLE I
DEFINITIONS

Section 1.1. Certain Definitions 1
Section 1.2. Captions 4
Section 1.3. Gender and Number 4
Section 1.4. Statutory Definitions 4
Section 1.5. Schedules 5
Section 1.6. Application 5
Section 1.7. Conflicting Contract Provisions 5

ARTICLE II
RELATIONSHIP BETWEEN
THE ACADEMY AND THE UNIVERSITY BOARD

Section 2.1. Constitutional Status of Eastern Michigan University. 5
Section 2.2. Independent Status of the Academy 5
Section 2.3. Financial Obligations of the Academy Are Separate From the State of Michigan, University Board and the University 5
Section 2.4. Academy Has No Power To Obligate or Bind State of Michigan, University Board or the University 6

ARTICLE III
ROLE OF THE UNIVERSITY BOARD
AS AUTHORIZING BODY

Section 3.1. University Board Resolutions 6
Section 3.2. University Board as Fiscal Agent for the Academy 6
Section 3.3. Oversight Responsibilities of the University Board 6
Section 3.4. Reimbursement of University Board Expenses 6
Section 3.5. University Board Approval of Condemnation 7
Section 3.6. Authorization of Employment 7
Section 3.7. Charter Schools [Director][Officer] Review of Certain Financing Transactions. 7
Section 3.8. Authorizing Body Contract Authorization Process 8
Section 3.9. University Board's Invitation to Academy to Apply For Conversion to Schools of Excellence 8

ARTICLE IV
REQUIREMENT THAT THE ACADEMY
ACT SOLELY AS GOVERNMENTAL ENTITY

Section 4.1. Limitation on Actions in Performance of Governmental Functions 9
Section 4.2. Other Permitted Activities 9
Section 4.3. Academy Board Members Serve In Their Individual Capacity 9

Section 4.4. Incompatible Public Offices and Conflicts of Interest Statutes 9
Section 4.5. Prohibition of Identified Family Relationships 10
Section 4.6. Dual Employment Positions Prohibited 10
Section 4.7. Oath of Public Office 10

ARTICLE V
CORPORATE STRUCTURE OF THE ACADEMY

Section 5.1. Nonprofit Corporation 11
Section 5.2. Articles of Incorporation 11
Section 5.3. Bylaws 11
Section 5.4. Quorum 11

ARTICLE VI
OPERATING REQUIREMENTS

Section 6.1. Governance Structure 11
Section 6.2. Educational Goals 11
Section 6.3. Educational Programs 11
Section 6.4. Curriculum 11
Section 6.5. Method of Pupil Assessment 11
Section 6.6. Application and Enrollment of Students 12
Section 6.7. School Calendar and School Day Schedule 12
Section 6.8. Age or Grade Range of Pupils 12
Section 6.9. Collective Bargaining Agreements 12
Section 6.10. Accounting Standards 12
Section 6.11. Annual Financial Statement Audit 12
Section 6.12. Address and Description of Physical Plant; Process for Expanding Academy's Site Operations 13
Section 6.13. Contributions and Fund Raising 13
Section 6.14. Disqualified Organizational or Contractual Affiliations 13
Section 6.15. Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Targeted Educational Outcomes 13
Section 6.16. Matriculation Agreements 14
Section 6.17. Postings of Accreditation Status 14
Section 6.18. New Public School Academies Located Within The Boundaries of A Community District. 14
Section 6.19. Part 6A Blended Learning Opportunities 14

ARTICLE VII
TUITION PROHIBITED

Section 7.1. Tuition Prohibited; Fees and Expenses 14

ARTICLE VIII
COMPLIANCE WITH APPLICABLE LAW

Section 8.1. Compliance with Applicable Law 15

ARTICLE IX
AMENDMENT

Section 9.1. Amendments 15
Section 9.2. Process for Amendment Initiated by the Academy 15
Section 9.3. Process for Amendment Initiated by the University Board 15
Section 9.4. Final Approval of Amendments 15
Section 9.5. Change in Existing Law 16
Section 9.6. Emergency Action on Behalf of University Board 16

ARTICLE X
CONTRACT TERMINATION, SUSPENSION, AND REVOCATION

Section 10.1. Statutory Grounds for Revocation 16
Section 10.2. Other Grounds for Revocation 16
Section 10.3. Automatic Amendment Of Contract; Automatic Termination of Contract If All Academy Sites Closed; Economic Hardship Termination 17
Section 10.4. Grounds and Procedures for Academy Termination of Contract 18
Section 10.5. Grounds and Procedures for University Termination of Contract 18
Section 10.6. University Board Procedures for Revoking Contract 19
Section 10.7. Contract Suspension 21
Section 10.8. Venue; Jurisdiction 22
Section 10.9. Conservator; Appointment By University President 23
Section 10.10. Academy Dissolution Account 23

ARTICLE XI
PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

Section 11.1. The Academy Budget; Transmittal of Budgetary Assumptions; Budget Deficit; Enhanced Deficit Elimination Plan. 24
Section 11.2. Insurance 25
Section 11.3. Legal Liabilities and Covenant Against Suit 33
Section 11.4. Lease or Deed for Proposed Single Site 34
Section 11.5. Occupancy and Safety Certificates 34
Section 11.6. Criminal Background and History Checks; Disclosure of Unprofessional Conduct 34
Section 11.7. Special Education 34
Section 11.8. Deposit of Public Funds by the Academy 35
Section 11.9. Nonessential Elective Courses 35
Section 11.10. Required Provisions for ESP Agreements 35
Section 11.11. Management Agreements 36
Section 11.12. Administrator and Teacher Evaluation Systems 37
Section 11.13. K to 3 Reading 37

ARTICLE XII
GENERAL TERMS

Section 12.1. Notices 37
Section 12.2. Severability 38
Section 12.3. Successors and Assigns 38
Section 12.4. Entire Contract 38
Section 12.5. Assignment 38
Section 12.6. Non Waiver 38
Section 12.7. Governing Law 38
Section 12.8. Counterparts 39
Section 12.9. Term of Contract 39
Section 12.10. Indemnification 39
Section 12.11. Construction 39
Section 12.12. Force Majeure 39
Section 12.13. No Third Party Rights 39
Section 12.14. Non-agency 40
Section 12.15. University Board or CSO General Policies on Public School Academies Shall Apply 40
Section 12.16. Survival of Provisions 40
Section 12.17. Information Available to the Public 40
Section 12.18. Termination of Responsibilities 40
Section 12.19. Disposition of Academy Assets Upon Termination or Revocation of Contract. 41
Section 12.20. Student Privacy 41
Section 12.21. Disclosure of Information to Parents and Legal Guardians 41
Section 12.22. List of Uses for Student Directory Information; Opt Out Form; Notice to Student's Parent or Legal Guardian 42
Section 12.23. Partnership Agreement 43
Section 12.24. Statewide Safety Information Policy 43
Section 12.25. Criminal Incident Reporting Obligation 43
Section 12.26. Academy Emergency Operations Plan 43
Section 12.27. School Safety Liaison 43
Section 12.28. New Building Construction or Renovations 44
Section 12.29. Annual Expulsion Report and Website Report on Criminal Incidents 44

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 New School High which is established as a public school academy pursuant to this Contract.

(b) "Academy Board" means the Board of Directors of the Academy.

(c) "Applicable Law" means all state and federal law applicable to public school academies.

(d) "Application" means the public school academy application and supporting documentation submitted to the University Board for the establishment of the Academy and supplemented by material submitted pursuant to the University Board's requirements for reauthorization.

(e) "Authorizing Resolution" means the Resolutions adopted by the University Board on February 7, 2019.

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

(g) "Charter Schools Office" or "CSO" means the office designated by the University Board as the initial point of contact for public school academy applicants and public school academies authorized by the University Board. The Charter Schools Office is also responsible for administering the University Board's responsibilities with respect to the Contract.

(h) "Code" means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1852 of the Michigan Compiled Laws.

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

(j) "Conservator" means an individual appointed by the University President in accordance with Section 10.9 of these Terms and Conditions.

(k) "Contract" means, in addition to the definition set forth in the Code, these Terms and Conditions, the Authorizing Resolution, the Resolution, the Master Calendar, the ESP Policies, the Schedules, and the Application.

(l) "Department" means the Michigan Department of Education, established pursuant to Article VII, Section 3 of the Michigan Constitution of 1963 and created pursuant to Section 16.400 of the Michigan Compiled Laws.

(m) "Director" means a person who is a member of the Academy Board of Directors.

(n) "Educational Service Provider" or "ESP" means an educational management organization as defined under section 503c of the Code, MCL 380.503c, that has entered into a contract or agreement with the Academy Board for operation or management of the Academy, which contract has been submitted to the Charter Schools Director for review as provided in Section 11.11 and has not been disapproved by the Charter Schools Director, and is consistent with the CSO Educational Service Provider Policies, as they may be amended from time to time, and Applicable Law.

(o) "Educational Service Provider Policies" or "ESP Policies" means those policies adopted by the Charter Schools Director that apply to a Management Agreement. The Charter Schools Director may, at any time and at his or her sole discretion, amend the ESP Policies. Upon amendment, changes to the ESP Policies shall automatically be incorporated into this Contract and shall

be exempt from the amendment procedures under Article IX of these Terms and Conditions.

(p) "Fund Balance Deficit" means the Academy has more liabilities than assets at the end of any given school fiscal year, and includes any fiscal year where the Academy would have had a budget deficit but for a financial borrowing by the Academy or a monetary contribution by an Educational Service Provider or other person or entity to the Academy. If the Academy receives a gift or grant of money or financial support from an Educational Service Provider or other person or entity that does not require repayment by the Academy, and is not conditioned upon the actions or inactions of the Academy Board, then such gift or grant shall not constitute a financial borrowing or contribution for purposes of determining a Fund Balance Deficit.

(q) "Lease Policies" means those policies adopted by the Charter Schools Director that apply to real property lease agreements entered into by the Academy. The Charter Schools Director may, at any time and at his or her sole discretion, amend the Lease Policies. Upon amendment, changes to the Lease Policies shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.

(r) "Management Agreement" or "ESP Agreement" means an agreement as defined under section 503c of the Code, MCL 380.503c, that has been entered into between an ESP and the Academy Board for the operation and/or management of the Academy, which has been submitted to the Charter Schools Director for review as provided in Section 11.11 and has not been disapproved by the Charter Schools Director.

(s) "Master Calendar" or "MCRR" means the Master Calendar of Reporting Requirements developed and administered by the Charter Schools Office setting forth a reporting time line for certain financial, administrative, facility, Academy Board and educational information relating to the Academy. The Charter Schools Director may, at any time and at his or her sole discretion, amend the Master Calendar. Upon amendment, changes to the Master Calendar shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.

(t) "President" means the President of Eastern Michigan University or his or her designee.

(u) "Resolution" means the resolution adopted by the University Board on June 22, 2018 establishing the standard method of selection, length of term and number of members format for public school academies issued a Contract by the University Board, as amended from time to time.

(v) "Schedules" means the following Contract documents of the Academy: Schedule 1: Articles of Incorporation, Schedule 2: Bylaws, Schedule 3: Fiscal Agent Agreement, Schedule 4: Oversight Agreement, Schedule 5: Description of Staff Responsibilities, Schedule 6: Physical Plant Description and Schedule 7: Required Information for Public School Academies.

(w) "State Board" means the State Board of Education, established pursuant to Article 8, Section 3 of the 1963 Michigan Constitution and MCL 388.1001 et seq.

(x) "State School Reform/Redesign Office" means the office created within the Michigan Department of Technology Management and Budget by Executive Reorganization Order 2015-02, codified at MCL 18.445, and transferred from the Michigan Department of Technology Management and Budget to the Michigan Department of Education by Executive Reorganization Order 2017-02, codified at MCL 388.1282.

(y) "Superintendent" means the Michigan Superintendent of Public Instruction.

(z) "Terms and Conditions" means this document entitled "Terms and Conditions of Contract, Dated July 1, 2019, Issued by the Eastern Michigan University Board of Regents to New School High Confirming the Status of New School High as a public school academy."

(aa) "University" means Eastern Michigan University, a state public university, established pursuant to Article VIII, Sections 4 and 6 of the Michigan Constitution of 1963 and MCL 390.551 *et seq*.

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

(cc) "University Board Chairperson" means the Chairperson of the Eastern Michigan University Board of Regents or his or her designee.

(dd) "University Charter Schools Hearing Panel" or "Hearing Panel" means such person(s) as designated by the University Board Chairperson.

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

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

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

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

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

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

ARTICLE II

RELATIONSHIP BETWEEN THE ACADEMY AND THE UNIVERSITY BOARD

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

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

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

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

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

ARTICLE III

ROLE OF THE UNIVERSITY BOARD AS AUTHORIZING BODY

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

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

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

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

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

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

Section 3.7. Charter Schools Director Review of Certain Financing Transactions. If the Academy proposes to (i) finance the acquisition, by lease, purchase, or other means, of facilities or equipment, or renovation of facilities, in excess of $150,000, pursuant to arrangements calling for payments over a period greater than one (1) year, and which include a pledge, assignment or direction to one or more third parties of a portion of the funds to be received by the Academy from the State of Michigan pursuant to the State School Aid Act of 1979, as amended, being MCL 388.1601 et seq., or (ii) direct that a portion of its State School Aid Payments be forwarded by the University Board to a third party account for the payment of Academy debts and liabilities, the Academy shall submit the transaction for prior review by the Charter Schools Director, as designee of the University Board, in the manner provided herein. The Academy shall, not later than thirty (30) days prior to the proposed closing date of the transaction, submit a written request to the Charter Schools Director describing the proposed transaction and the facilities or equipment to be acquired with the proceeds thereof (if any), and in the case of a transaction described in subparagraph (ii) of this Section, (a) a copy of the Academy Board's resolution authorizing the

direct intercept of State School Aid Payments; (b) a copy of a State School Aid Payment Agreement and Direction document that is in a form acceptable to the University Charter Schools Office; and (c) copies of such other documentation regarding the transaction which is the subject of the proposed direct intercept as the University Charter Schools Office may request. Unless the Charter Schools Director extends the review period, within thirty (30) days of receiving a written request in compliance with this Section, the Charter Schools Director shall notify the Academy if the proposed transaction is disapproved. The Charter Schools Director may disapprove the proposed transaction if the proposed transaction violates this Contract or applicable law. If the proposed transaction is disapproved, such disapproval may, but shall not be required to, state one or more conditions which, if complied with by the Academy and any lender, lessor, seller or other party, would cause such disapproval to be deemed withdrawn. No transaction described in this Section may be entered into that is disapproved by the Charter Schools Director. By not disapproving a proposed transaction, the Charter Schools Director is in no way giving approval of the proposed transaction, or any of the terms or conditions thereof.

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

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

ARTICLE IV

REQUIREMENT THAT THE ACADEMY ACT SOLELY AS GOVERNMENTAL ENTITY

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

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

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

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

(a) An individual simultaneously serving as an Academy Board member and as an owner, officer, director, employee or consultant of or independent contractor to an Educational Service Provider or an employee leasing company, or a subcontractor to an Educational Service Provider or an employee leasing company that has an ESP agreement with the Academy;

(b) An individual simultaneously serving as an Academy Board member and an Academy employee;

(c) An individual simultaneously serving as an Academy Board member and an independent contractor to the Academy;

(d) An individual simultaneously serving as an Academy Board member and a member of the governing board of another public school; and

(e) An individual simultaneously serving as an Academy Board member and a University official, employee, or paid consultant, as a representative of the University.

(f) An individual simultaneously serving as an Academy Board member and having an ownership or financial interest in any school building leased or subleased to the Academy.

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

(a) No person shall be appointed or reappointed to serve as an Academy Board member if the person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or same-sex domestic partner:

(i) Is employed by the Academy;

(ii) Works at or is assigned to the Academy;

(iii) Has an ownership, officer, policymaking, managerial, administrative non-clerical, or other significant role with the Academy's ESP or employee leasing company; or

(iv) Has an ownership or financial interest in any school building lease or sublease agreement with the Academy.

(b) The Academy Board shall require each individual who works at the Academy to annually disclose any familial relationship with any other individual who works at, or provides services to, the Academy. For purposes of this 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. Any subsequent amendments to the Academy's Articles of Incorporation shall only be incorporated into this Contract pursuant to Article IX of these Terms and Conditions.

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

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

ARTICLE VI

OPERATING REQUIREMENTS

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

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

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

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

Section 6.5. Method of Pupil Assessment. The Academy shall evaluate pupils' work based on the assessment strategies identified in Schedule 7e. To the extent applicable, pupil performance at the Academy shall be assessed using both the mathematics and reading portions of

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

(a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the Charter Schools Office;

(b) an assessment of the student performances at the end of each academic school year or at such other times as the University Board may reasonablyrequest;

(c) an annual education report in accordance with the Code;

(d) an annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration, or a program of testing approved by the Charter Schools Office; and

(e) all tests required under Applicable Law.

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

(a) The Academy has made a reasonable effort to advertise its enrollment efforts to all pupils; and

(b) The Academy's open enrollment period was for a duration of at least 2 weeks and permitted the enrollment of pupils at times in the evening and on weekends.

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

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

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

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

Section 6.11. Annual Financial Statement Audit. The Academy shall conduct an annual financial statement audit prepared and reviewed by an independent certified public accountant. In accordance with timeframes set forth in the Master Calendar, the Academy shall submit one (1)

copy of the annual financial statement audit, auditor's management letters and any responses to auditor's management letters to the Charter Schools Office.

Section 6.12. Address and Description of Physical Plant; Process for Expanding Academy's Site Operations. The address and description of the physical plant for the Academy is set forth in Schedule 6. With the approval of the University Board, the Academy Board may operate the same configuration of age or grade levels at more than one (1) site if each configuration of age or grade levels and each site identified in Schedule 6 are under the direction and control of the Academy Board.

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

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

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

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

Section 6.15. Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Targeted Educational Outcomes. The Academy shall perform the compliance certification duties required by the University Board and outlined in the Oversight Agreement set forth as Schedule 4. In addition to the University Board's oversight responsibilities and other reporting requirements set forth in this Contract, the Academy's compliance certification duties

shall serve as the method for monitoring the Academy's compliance with Applicable Law and its performance in meeting its educational goals.

Section 6.16. Matriculation Agreements. Before the Academy Board approves a matriculation agreement with another public school, the Academy shall provide a draft copy of the agreement to the Charter Schools Office for review. Any matriculation agreement entered into by the Academy shall be incorporated into Schedule 7 by contract amendment pursuant to Article IX of these Terms and Conditions. Until the matriculation agreement is incorporated into the Contract, the Academy is prohibited from granting an enrollment priority to any student pursuant to that matriculation agreement.

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

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

(a) The Academy's proposed site is the same location as a public school that (i) is currently on the list under Section 1280c(1), MCL 380.1280c(1) or Section 1280g(3), MCL 380.1280g(3), as applicable; or (ii) has been on the list under Section 1280c(1), MCL 380.1280c(1) or Section 1280g(3), MCL 380.1280g(3), as applicable, during the immediately preceding 3 school years.

(b) The Academy's proposed site is the same location of another public school academy, urban high school academy, school of excellence or strict discipline academy whose contract was revoked or terminated by an authorizing body under the applicable part or section of the Code.

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

ARTICLE VII

TUITION PROHIBITED

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

ARTICLE VIII

COMPLIANCE WITH APPLICABLE LAW

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

ARTICLE IX

AMENDMENT

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

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

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

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

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

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

ARTICLE X

CONTRACT TERMINATION, SUSPENSION, AND REVOCATION

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

(a) Failure of the Academy to demonstrate improved pupil academic achievement for all groups of pupils or meet the educational goals and related measures set forth in this Contract;

(b) Failure of the Academy to comply with all Applicable Law;

(c) Failure of the Academy to meet generally accepted public sector accounting principles and demonstrate sound fiscal stewardship; or

(d) The existence of one or more other grounds for revocation as specified in this Contract.

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

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

(a) The Academy fails to achieve or demonstrate measurable progress toward achieving the educational goals and related measures identified in this Contract;

(b) The Academy fails to properly implement, consistently deliver, and support the educational programs or curriculum identified in this Contract;

(c) The Academy is insolvent, has been adjudged bankrupt, or has operated for two or more school fiscal years with a fund balance deficit;

(d) The Academy has insufficient enrollment to successfully operate a public school academy, or the Academy has lost more than fifty percent (50%) of its student enrollment from the previous school year;

(e) The Academy fails to fulfill the compliance and reporting requirements or defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract or, during the term of this Contract, it is discovered by the Charter Schools Office that the Academy failed to fulfill the compliance and reporting requirements or there was a violation of a prior Contract issued by the University Board;

(f) The Academy files amendments to its Articles of Incorporation with the Michigan Department of Licensing and Regulatory Affairs, Bureau of Commercial Services without first obtaining the Charter Schools Office's approval;

(g) The Charter Schools Office discovers grossly negligent, fraudulent or criminal conduct by the Academy's applicant(s), directors, officers, employees or agents in relation to their performance under this Contract; or

(h) The Academy's applicant(s), directors, officers, employees or agents have provided false or misleading information or documentation to the Charter Schools Office in connection with the University Board's approval of the Application, the issuance of this Contract, or the Academy's reporting requirements under this Contract or Applicable Law.

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

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

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

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

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

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

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

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

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

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

(a) Notice of Intent to Revoke. The Charter Schools Director, upon reasonable belief that grounds for revocation of the Contract exist, shall notify the Academy Board of such grounds by issuing the Academy Board a Notice of Intent to Revoke for non-compliance with the Contract or Applicable Law. The Notice of Intent to Revoke shall be in writing and shall set forth in sufficient detail the alleged grounds for revocation.

(b) Academy Board's Response. Within thirty (30) days of receipt of the Notice of Intent to Revoke, the Academy Board shall respond in writing to the alleged grounds for revocation. The Academy Board's response shall be addressed to the Charter Schools Director, and shall either admit or deny the allegations of non-compliance. If the Academy's response includes admissions of non-compliance with the Contract or Applicable Law, the Academy Board's response must also contain a description of the Academy Board's plan and time line for correcting the non-compliance with the Contract or Applicable Law. If the Academy's response includes a denial of non-compliance with the Contract or Applicable Law, the Academy's response shall include sufficient documentation or other evidence to support a denial of non-compliance with the Contract or Applicable Law. A response not in compliance with this Section shall be deemed to be non-responsive. As part of its response, the Academy Board may request that a meeting be scheduled with the Charter Schools Director prior to a review of the Academy Board's response.

(c) Plan of Correction. Within fifteen (15) days of receipt of the Academy Board's response or after a meeting with Academy Board representatives, the Charter Schools Director shall review the Academy Board's response and determine whether a reasonable plan for correcting the deficiencies can be formulated. If the Charter Schools Director determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent to Revoke can be formulated, the Charter Schools Director shall develop a plan for correcting the non-compliance ("Plan of Correction") which may include reconstitution pursuant to Section 10.6(d) of these Terms and Conditions. In developing a Plan of Correction, the Charter Schools Director is permitted to adopt, modify or reject some or all of the Academy Board's response for correcting the deficiencies outlined in the Notice of Intent to Revoke. The Notice of Intent to Revoke shall be closed if the Charter Schools Director determines any of the following: (i) the Academy Board's denial of non-compliance is persuasive; (ii) the non-compliance set forth in the Notice of Intent to Revoke has

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

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

(e) Request for Revocation Hearing. The Charter Schools Director may initiate a revocation hearing before the University Charter Schools Hearing Panel if the Charter Schools Director determines that any of the following has occurred:

(i) the Academy Board has failed to respond to the Notice of Intent to Revoke as set forth in Section 10.6(b);

(ii) the Academy Board's response to the Notice of Intent to Revoke is non-responsive;

(iii) the Academy Board's response admits violations of the Contract or Applicable Law which the Charter Schools Director deems cannot be remedied or cannot be remedied in an appropriate period of time, or for which the Charter Schools Director determines that a Plan of Correction cannot be formulated;

(iv) the Academy Board's response contains denials that are not supported by sufficient documentation or other evidence showing compliance with the Contract or Applicable Law;

(v) the Academy Board has not complied with part or all of a Plan of Correction established in Section 10.6(c);

(vi) the Academy Board has engaged in actions that jeopardize the financial or educational integrity of the Academy; or

(vii) the Academy Board has been issued multiple or repeated Notices of Intent to Revoke.

The Charter Schools Director shall send a copy of the request for revocation hearing to the Academy Board at the same time the request is sent to the Hearing Panel. The request for revocation shall identify the reasons for revoking the Contract.

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

hearing. The Hearing Panel shall provide a copy of the notice of hearing to the Charter Schools Office and the Academy Board at least ten (10) days before the hearing. The purpose of the Hearing Panel is to gather facts surrounding the Charter Schools Director's decision for Contract revocation, and to make a recommendation to the University Board on whether the Contract should be revoked. The revocation hearing shall be held at a location, date and time as determined bythe Charter Schools Director and shall not last more than three hours. The hearing shall be transcribed and the cost shall be divided equally between the University and the Academy. The Charter Schools Director or his or her designee, and the Academy Board or its designee, shall each have equal time to make their presentation to the Hearing Panel. Although each party is permitted to submit affidavits and exhibits in support of their positions, the Hearing Panel will not hear testimony from any witnesses for either side. The Hearing Panel may, however, question the Charter Schools Director or his or her designee and the Academy Board or its designee. Within thirty (30) days of the revocation hearing, the Hearing Panel shall make a recommendation to the University Board concerning the revocation of the Contract. For good cause, the Hearing Panel may extend any time deadline set forth in this subsection. A copy of the Hearing Panel's recommendation shall be provided to the Charter Schools Office and the Academy Board at the same time that the recommendation is sent to the University Board.

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

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

(i) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the University Board after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the University Board to revoke the Contract, may be withheld by the University Board or returned to the Michigan Department of Treasury upon request.

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

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

(i) has placed staff or students at risk;

(ii) is not properly exercising its fiduciary obligations to protect and preserve the Academy's public funds and property;

(iii) has lost its right to occupancy of the physical facilities described in Schedule 6, and cannot find another suitable physical facility for the Academy prior to the expiration or termination of its right to occupy its existing physical facilities;

(iv) has failed to secure or has lost the necessary fire, health, and safety approvals as required by Schedule 6;

(v) has willfully or intentionally violated this Contract or Applicable Law; or

(vi) has violated Section 10.2(g) or (h), then the Charter Schools Director may immediately suspend the Contract, pending completion of the procedures set forth in Section 10.6. A copy of the suspension notice, setting forth the grounds for suspension, shall be sent to the Academy Board and to the Hearing Panel. If this subsection is implemented, the notice and hearing procedures set forth in Section 10.6 shall be expedited as much as possible.

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

(c) Immediate Revocation Proceeding. If the Academy Board, after receiving a notice of Contract suspension from the Charter Schools Director, continues to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may immediately convene a revocation hearing in accordance with the procedures set forth in section 10.6(e) of this Contract. The Hearing Panel has the authority to accelerate the time line for revoking the Contract, provided that notice of the revocation hearing shall be provided to the Charter Schools Office and the Academy Board at least five (5) days before the hearing. If the Hearing Panel determines that the Academy Board has continued to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may recommend revocation of the Contract. The University Board shall proceed to consider the Hearing Panel's recommendation in accordance with Sections 10.6(f) through (h).

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

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

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

(a) take into his or her possession all Academy property and records, including financial, board, employment and student records;

(b) institute and defend actions by or on behalf of the Academy;

(c) continue the business of the Academy including entering into contracts, borrowing money, and pledging, mortgaging, or otherwise encumbering the property of the Academy as security for the repayment of loans. However, the power shall be subject to any provisions and restrictions in any existing credit documents;

(d) hire, fire and discipline employees of the Academy;

(e) settle or compromise with any debtor or creditor of the Academy, including any taxing authority;

(f) review all outstanding agreements to which the Academy is a party and to take those actions which the Academy Board may have exercised to pay, extend, rescind, renegotiate or settle such agreements as needed; and

(g) perform all acts necessary and appropriate to fulfill the Academy's purposes as set forth under this Contract or Applicable Law.

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

with account detail information and authorization to direct such funds to the Academy Dissolution Account. The Academy Dissolution Account shall be under the sole care, custody and control of the Academy Board, and such funds shall not be used by the Academy to pay any other Academy debt or obligation until such time as all the wind-up and dissolution expenses have been satisfied.

ARTICLE XI

PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

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

The Academy agrees to comply with all of the following:

(a) The Academy Board is responsible for establishing, approving, and amending an annual budget in accordance with the Uniform Budgetingand Accounting Act, MCL 141.421 et seq.

(b) Within ten (10) days after adoption by the Academy Board (but not later than July 1st) each year, the Academy Board shall submit to the Charter Schools Office a copy of its annual budget for the upcoming fiscal year. The budget must detail budgeted expenditures at the object level as described in the Michigan Department of Education's Michigan School Accounting Manual. In addition, the Academy Board is responsible for approving all revisions and amendments to the annual budget. Within 10 days after Academy Board approval, revisions or amendments to the Academy's budget shall be submitted to the Charter Schools Office.

(c) Unless exempted from transmitting under section 1219 of the Code, MCL 380.1219, the Academy, on or before July 7th of each school fiscal year, shall transmit to the Center for Educational Performance and Information ("CEPI") the budgetary assumptions used when adopting its annual budget pursuant to the Uniform Budgeting and Accounting Act, MCL 141.421 et seq.

(d) The Academy shall not adopt or operate under a deficit budget, or incur an operating deficit in a fund during any fiscal year. At any time during the term of this Contract, the Academy shall not have an existing deficit fund balance, incur a deficit fund balance, or adopt a current year budget that projects a deficit fund balance. If the Academy has an existing deficit fund balance, incurs a deficit fund balance in the most recently completed school fiscal year, or adopts a current year budget that projects a deficit fund balance, all of the following apply:

(i) The Academy shall notify the Superintendent and the State Treasurer immediately upon the occurrence of the circumstance, and provide a copy of the notice to the Charter Schools Office.

(ii) Within 30 days after making notification under subdivision (d)(i), the Academy shall submit to the Superintendent in the form and manner prescribed by the Department an amended budget for the current school fiscal year and a deficit elimination plan approved by the Academy Board, with a copy to the State Treasurer. The Academy shall transmit a copy of the amended budget and the deficit elimination plan to the Charter Schools Office.

(iii) After the Superintendent approves the Academy's deficit elimination plan, the Academy shall post the deficit elimination plan on the Academy's website.

(e) If the Academy is required by the State Treasurer to submit an enhanced deficit elimination plan under section 1220 of the Code, MCL 380.1220, the Academy shall do all of the following:

(i) The enhanced deficit elimination plan shall be approved by the Academy Board before submission.

(ii) After the State Treasurer approves an enhanced deficit elimination plan for the Academy, the Academy shall post the enhanced deficit elimination plan on the Academy's website.

(iii) Submit to the Superintendent and State Treasurer an enhanced monthly monitoring reports in a form and manner prescribed bythe 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)	Must be Occurrence form. Must include Sexual Abuse & Molestation coverage which can be Occurrence or Claims Made. If this coverage is Claims Made the Retroactive Date must be the same or before date of original University PSA/SDA/UHS/SOE contract. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE. Must include Corporal Punishment coverage. $1,000,000 per occurrence & $2,000,000 aggregate. In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured. University must be included as an Additional Insured with Primary and Non-Contributory Coverage. NOTE: SDA must also have Security/Police Professional Liability coverage with MINIMUM of $1,000,000 limit which can be Occurrence or Claims Made. If this coverage is Claims Made, and the SDA goes out of business, the SDA needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the SDA.
Errors & Omissions (E&O)	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.
COVERAGE	**REQUIREMENTS**

Automobile Liability (AL) for Owned and Non-Owned Autos	$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.
Workers' Compensation	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.
Crime	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.
Umbrella	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. 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. 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. 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. 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. All coverages have to be included in the Umbrella that are in General Liability, Automobile and E&O.
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 to the Charter Schools Director. The Academy shall also submit for review, upon request, copies of insurance policies evidencing all insurance required by the Contract, and proof of naming University as additionally insured to the Charter Schools Director or an agent selected by the Charter Schools Director. The Academy shall also submit, upon request, to the Charter Schools Director a completed public school academy insurance verification document. The Academy shall properly maintain the necessary insurance certificates evidencing the insurance required by the Contract.

When changing insurance programs or carriers, the Academy must provide copies of the proposed policies to the University Board, or its designee, at least thirty (30) days prior to the proposed change. The Academy shall not cancel its existing coverage without the prior approval of the Charter Schools Office.

The Academy may expend funds for payment of the cost of participation in an accident or medical insurance program to insure protection for pupils while attending school or participating in a school program or activity. Other insurance policies and higher minimums may be required depending upon academic offerings and program requirements.

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

COVERAGE	REQUIREMENTS
General or Public Liability (GL)	Must be Occurrence form
	Must include Sexual Abuse & Molestation coverage
	Must include Corporal Punishment coverage
	$1,000000 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 amountof funds obtained from the state school aid fund, as provided hereunder, or from other independent sources. The Academy hereby agrees and covenants not to sue the University Board, the University, or any of its Trustees, officers, employees, agents or representatives for any matters that arise under this Contract. The University Board and the University do not assume any obligation with respect to any Director, employee, agent, parent, guardian, student, or independent contractor of the Academy, and no such person shall have the right or standing to bring suit against the University Board or the University, or any of its Trustees, employees, agents, or independent contractors as a result of the issuing, overseeing, suspending, terminating or revoking of this Contract, or as a result of not issuing a new Contract at the end of the term of thisContract.

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

Any lease agreement entered into by the Academy shall include a termination provision permitting the Academy to terminate the lease, without cost or penalty to the Academy, in the event that the Academy is required to close an Academy site covered by the lease (i) pursuant to a notice issued by the Department under Section 507 of the Code, MCL 380.507; or (ii) pursuant to a reconstitution by the University pursuant to Section 507 of the Code, MCL 380.507 and these Contract Terms and Conditions. The provision shall also provide that the lessor/ landlord shall have no recourse against the Academy or the University Board for implementing the site closure or reconstitution. Nothing in this paragraph shall prevent the lessor/ landlord from receiving lease payments owed prior to site closure or reconstitution, or relieve the Academy from paying any costs or expenses owed under the lease prior to site closure or reconstitution.

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

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

Section 11.6. Criminal Background and History Checks; Disclosure of Unprofessional Conduct. The Academy shall comply with the Code concerning criminal background and criminal history checks for its teachers, school administrator(s), and for any other position requiring State Board approval. In addition, the Academy shall comply with the Code concerning the disclosure of unprofessional conduct by persons applying for Academy employment. This Section 11.6shall apply to such persons irrespective of whether they are employed by the Academy or employed by an Educational Service Provider contracting with the Academy.

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

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

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

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

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

> "Agreement Coterminous With Academy's Contract. If the Academy's Contract issued by the Eastern Michigan University Board of Regents is suspended, revoked or terminated, or a new charter contract is not issued to the Academy after expiration of the Contract, this Agreement shall automatically be suspended or terminated, as the

case may be, on the same date as the Academy's Contract is suspended, revoked, terminated or expires without further action of the parties."

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

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

"Amendment Caused By Academy Site Closure or Reconstitution. In the event that the Academy is required (i) to close an Academy site pursuant to a notice issued by the Department under Section 507 of the Code, MCL 380.507; or (ii) to undergo a reconstitution pursuant to Section 507 of the Code, MCL 380.507 and the Contract Terms and Conditions, and such closure of an Academy site or reconstitution causes an amendment to or termination of this ESP Agreement, the parties agree that this ESP Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy, and [insert name of Educational Service Provider] shall have no recourse against the Academy or the University Board for implementing such site closure or reconstitution."

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

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

Section 11.11. Management Agreements. The Academy may enter into a Management Agreement with an ESP to contract out its administrative and/or educational functions and personnel. For purposes of this Contract, an employee leasing agreement shall be considered a

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

Section 11.12. Administrator and Teacher Evaluation Systems. The Academy Board shall adopt and implement for all individuals employed by or contracted for the Academy as teachers or school administrators a rigorous, transparent, and fair performance evaluation system that complies with Applicable Law. If the Academy enters into an agreement with an Educational Service Provider, the Academy Board shall ensure that the Educational Service Provider complies with this section.

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

ARTICLE XII

GENERAL TERMS

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

If to the University Board:	Malverne C. Winborne, Ph.D. Director of Charter Schools 310 Porter Hall Eastern Michigan University Ypsilanti, MI 48197
If to University Counsel:	Jeffrey E. Ammons Associate General Counsel 11 Welch Hall Eastern Michigan University Ypsilanti, MI 48197
If to Academy:	Briana Sprague Board President 46250 Ann Arbor Road Plymouth, MI 48170

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

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

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

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

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

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

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

Section 12.9. Term of Contract. This Contract shall commence on the date first set forth above and shall remain in full force and effect for 5 years until June 30, 2024, unless sooner revoked or terminated according to the terms hereof.

Section 12.10. Indemnification. As a condition to receiving a grant of authority from the University Board to operate a public school pursuant to the terms and conditions of this Contract, the Academy agrees to indemnify, defend and hold the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives harmless from all claims, demands, or liability, including attorney fees, and related expenses, on account of injury, loss or damage, including, without limitation, claims arising from bodily injury, personal injury, sickness, disease, death, property loss or damage or any other losses of any kind whatsoever and not caused by the sole negligence of the University, which arise out of or are in any manner connected with the University Board's receipt, consideration or approval of the Application, the University Board's approval of the Resolution or Authorizing Resolution, legal challenges to the validity of Part 6A of the Code or actions taken by the University Board as an authorizing body under Part 6A of the Code, the University Board's consideration of or issuance of a Contract, the Academy's preparation for and operation of a public school, or which are incurred as a result of the reliance of the University Board, the University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy, or which arise out of the failure of the Academy to perform its obligations under this Contract. The foregoing provision shall not be deemed a relinquishment or waiver of any kind of governmental immunity provided under Section 7 of the Governmental Liability for Negligence Act, being MCL 691.1407 of the Michigan Compiled Laws.

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

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

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

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

Section 12.15. University Board or CSO General Policies on Public School Academies Shall Apply. Notwithstanding any provision of this Contract to the contrary, and with the

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

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

Section 12.17. Information Available to the Public.

(a) Information to be provided by the Academy. The Academy shall make information concerning its operation and management, including without limitation the information described in Schedule 4, available to the public in the same manner and to the same extent as is required for public schools and school districts under Applicable Law.

(b) Information to be provided by Educational Service Providers. If the Academy enters into an agreement with an Educational Service Provider for operation or management of the Academy, the Management Agreement shall contain a provision requiring the Educational Service Provider to make information concerning the operation and management of the Academy, including without limitation the information described in Schedule 4, available to the Academy as deemed necessary by the Academy Board in order to enable the Academy to fully satisfy its obligations under subparagraph (a).

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

Section 12.19. Disposition of Academy Assets Upon Termination or Revocation of Contract. Following termination or revocation of the Contract, the Academy shall follow the applicable wind-up and dissolution provisions set forth in the Academy's articles of incorporation, Part 6A of the Code and applicable law.

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

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

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

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

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

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

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

(a) Within thirty (30) days after receiving a written request from a student's parent or legal guardian, the Academy shall disclose without charge to the student' parent or legal guardian any personally identifiable information concerning the student that is collected or created by the Academy as part of the student's education records.

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

(i) to the Department or CEPI;
(ii) to the student's parent or legal guardian;
(iii) by the Academy to the University Board, University, Charter Schools Office or to the educational management organization with which the Academy has a management agreement that has not been disapproved by the University;
(iv) by the Academy to the Academy's intermediate school district or another intermediate school district providing services to Academy or the Academy's students pursuant to a written agreement;

(v) to the Academy by the Academy's intermediate school district or another immediate school district providing services to pupils enrolled in the Academy pursuant to a written agreement;
(vi) to the Academy by the University Board, University, Charter Schools Office
(vii) to a person, agency, or organization with written consent from the student's parent or legal guardian, or from the student if the student is 18 years of age;
(viii) to a person, agency, or organization seeking or receiving records in accordance with an order, subpoena, or ex parte order issued by a court of competent jurisdiction;
(ix) to a person, agency, or organization as necessary for standardized testing that measures a student's academic progress and achievement; or
(x) in the absence of, or in compliance with, a properly executed opt-out form, as adopted by the Academy in compliance with section 1136(6) of the Code, pertaining to uses for which the Academy commonly would disclose a pupil's "directory information."

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

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

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

(a) The Academy shall do all of the following:

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

(b) The terms "directory information" shall have the same meaning as defined in MCL 380.1136.

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

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

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

Section 12.26. Academy Emergency Operations Plan.

(a) Beginning in the 2019-2020 school year, and at least biennially thereafter, the Academy shall, in conjunction with at least 1 law enforcement agency having jurisdiction over the Academy, conduct either (i) a review of the Academy's emergency operations plan, including a review of the vulnerability assessment; or (ii) a review of the Academy's statewide school safety information policy, as applicable.

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

Section 12.27. School Safety Liaison. The Academy Board shall designate a liaison to work with the School Safety Commission created under Section 5 of the Comprehensive School Safety Plan Act created under Public Act 548 of 2018, MCL 28.801 *et seq*., and the Office of School Safety created under MCL 28.681. The Liaison shall be an individual employed or assigned to regularly and continuously work under contract in the school operated by the Academy. The Liaison shall work with the School Safety Commission and the Office of School Safety to identify mode practices for determining school safety measures.

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

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

(a) prepare and submit to the Superintendent, in a form and manner prescribed by the Superintendent, a report stating the number of pupils expelled from the Academy during the immediately preceding school year, with a brief description of the incident causing each expulsion;

(p) post on its website, in a form and manner prescribed by the Superintendent, a report on the incidents of crime occurring at schools operated by the Academy. Each school building shall collect and keep current on a weekly basis the information required for the website report, and must provide that information, within seven (7) days upon request; and

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

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

EASTERN MICHIGAN UNIVERSITY
BOARD OF REGENTS

By: [redacted]

EMU Legal Affairs
"Approved as to legal form"

Date: July 1, 2019

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

NEW SJHO L HIGH SCHOOL

[redacted]

myBoardDesignee

Date: July 1, 2019

CONTRACT SCHEDULES

Schedules

Articles of Incorporation 1

Bylaws 2

Fiscal Agent Agreement 3

Oversight Agreement 4

Description of Staff Responsibilities 5

Physical Plant Description 6

Required Information for Public School Academy 7

CONTRACT SCHEDULE 1

Articles of Incorporation

Filed by Corporations Division Administrator Filing Number: 201886909270 Date: 09/27/2018

LARA Corporations Online Filing System
Department of Licensing and Regulatory Affairs

Form Revision Date 07/2016

NONPROFIT CORP ANNUAL REPORT (YEARS: 2015-PRESENT)

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

The identification number assigned by the Bureau is: 800936339

Annual Report Filing Year: 2018

1. Corporation Name:

NEW SCHOOL HIGH

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

1. Resident Agent Name: BRIANA SPRAGUE
2. Street Address: 46250 ANN ARBOR RD W
Apt/Suite/Other:
City: PLYMOUTH
State: MI Zip Code: 48170

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

P.O. Box or Street Address: 46250 ANN ARBOR RD W
Apt/Suite/Other:
City: PLYMOUTH
State: MI Zip Code: 48170

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

Title	Name	Residence or Business Address
PRESIDENT	BRIANA SPRAGUE	46250 ANN ARBOR RD W, PLYMOUTH, MI 48170 USA
TREASURER	SAM BARRESI	46250 ANN ARBOR RD W, PLYMOUTH, MI 48170 USA
SECRETARY	CAREY GARY	46250 ANN ARBOR RD W, PLYMOUTH, MI 48170 USA
DIRECTOR	JOANNE LAMAR	46250 ANN ARBOR RD W, PLYMOUTH, MI 48170 USA
DIRECTOR	RICK MCCOY	46250 ANN ARBOR RD W, PLYMOUTH, MI 48170 USA
DIRECTOR	SAM BARRESI	46250 ANN ARBOR RD W, PLYMOUTH, MI 48170 USA

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

NEW SCHOOL HIGH IS A PUBLIC SCHOOL ACADEMY (PSA) AUTHORIZED BY CENTRAL MICHIGAN UNIVERSITY. OUR PURPOSE IS TO OFFER A RICH EDUCATIONAL EXPERIENCE FOR STUDENTS IN GRADES 9-12 AND TO HELP THEM EARN A HIGH SCHOOL DIPLOMA AND BE SUCCESSFUL IN THEIR LIVES AFTER HIGH SCHOOL.

Signed this 27th Day of September, 2018 by:

Signature	Title	Title if "Other" was selected
Cynthia Burnstein	Authorized Agent	

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

○ Decline ◉ Accept

Filed by Corporations Division Administrator Filing Number: 201886909270 Date: 09/27/2018

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the 2018 ANNUAL REPORT

for

NEW SCHOOL HIGH

ID Number: 800936339

received by electronic transmission on September 27, 2018 ***, is hereby endorsed.***

Filed on September 27, 2018 ***by the Administrator.***

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

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 27th day of September, 2018.

Julia Dale, Director

Corporations, Securities & Commercial Licensing Bureau

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS

FILING ENDORSEMENT

This is to Certify that the RESTATED ARTICLES OF INCORPORATION - NONPROFIT

for

NEW SCHOOL HIGH

ID NUMBER: 71489M

received by facsimile transmission on September 26, 2017 is hereby endorsed.

Filed on September 26, 2017 by the Administrator.

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

Sent by Facsimile Transmission

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 26th day of September, 2017.

Julia Dale

Julia Dale, Director
Corporations, Securities & Commercial Licensing Bureau

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU

Date Received	
	This document is effective on the date filed, unless a subsequent effective date within 90-days after received date is stated in the document.

Name		
Joanne Lamar		
Address		
46835 Betty Hill		
City	State	Zip
Plymouth	MI	48170

EFFECTIVE DATE:

71489M

RESTATED ARTICLES OF INCORPORATION
For Use by Domestic Nonprofit Corporations

OF

NEW SCHOOL HIGH

Pursuant to the provisions of the Michigan Nonprofit Corporation Act (Act 162) of 1982, as amended (the "Act"), being MCL 450.2101 et seq. and Revised School Code (the "Code") as amended, being Sections 380.501 to 380.507 of the Michigan Compiled Laws, the undersigned corporation executes the following Restated Articles:

The present name of the corporation is: New School High.

The corporation identification number ("CID") assigned by the Bureau is: 71489M

The corporation has used no other names.

The date of filing the original Articles of Incorporation was: April 8, 2014

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

ARTICLE I

The name of the corporation is: New School High

The authorizing body for the corporation is: Central Michigan University Board of Trustees.

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 the Code.

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 Restated Articles, the corporation shall not carry on any other activity not permitted to be carried on by a governmental instrumentality exempt from federal income tax under Section 115 of the IRC or by a nonprofit corporation organized under the laws of the State of Michigan and subject to a Contract authorized under the Code.

ARTICLE III

The corporation is organized on a non-stock basis.

Description:

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

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

The corporation is organized on a directorship basis.

ARTICLE IV

The name of the resident agent at the registered office is Joanne Lamar.

The address of its registered office in Michigan is: 46835 Betty Hill, Plymouth, MI 48170.

The mailing address of the registered office in Michigan is the same.

ARTICLE V

The corporation is a governmental entity.

ARTICLE VI

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

ARTICLE VII

Before execution of a Contract to charter a public school academy between the corporation and Central Michigan University Board of Trustees (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 VIII

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

ARTICLE IX

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

ARTICLE X

No part of the net earnings of the corporation shall inure to the benefit of or be distributable to its board, directors, officers or other private persons, or organization organized and operated for a profit (except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in the furtherance of the purposes set forth in Article II hereof). Notwithstanding any other provision of these Restated 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 XI

These Restated Articles of Incorporation shall not be amended except by the process provided in Article IX of the Terms and Conditions incorporated as part of the Contract. 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 Restated Articles of Incorporation or may propose a meeting to discuss potential revision to these Restated Articles of Incorporation. The proposal will be made to the University Board through its designee. The University Board delegates to The Governor John Engler Center for Charter Schools' ("The Center") Executive Director the review and approval of changes or amendments to these Restated Articles of Incorporation. In the event that a proposed change is not accepted by The Center's Executive Director, the University Board shall consider and vote upon a change proposed by the corporation following an opportunity for a written and oral presentation to the University Board by the corporation.

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

Amendments to these Restated Articles of Incorporation take effect only after they have been approved by the corporation's Board of Directors and by the University Board or The Center's Executive Director, and the amendments are filed with the Michigan Department of Licensing and Regulatory Affairs. In addition, the corporation shall file with the amendment a copy of the University Board's or The Center's Executive Director's approval of the amendment.

Upon termination or revocation of the Contract, the Academy may amend its articles of incorporation 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 the articles of incorporation with regard to the disposition of assets upon dissolution.

ARTICLE XII

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

09/26/2017 11:08AM (GMT-04:00)

ADOPTION OF ARTICLES

These Restated Articles of Incorporation were duly adopted on the 30 day of August, 2017, in accordance with the provisions of Section 641 of the Act. These Restated Articles of Incorporation restate, integrate and do further amend the provisions of the Articles of Incorporation and were duly adopted by the directors. The necessary number of votes were cast in favor of these Restated Articles of Incorporation.

Signed this 30 day of August, 2017.

By: [redacted]
Mrs. Joanne Lamar, President

CONTRACT SCHEDULE 2

Bylaws

BYLAWS

OF

NEW SCHOOL HIGH

ARTICLE I

NAME

This organization shall be called New School High (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 Township of Plymouth, County of Wayne, State of Michigan.

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

ARTICLE IV

BOARD OF DIRECTORS

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

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

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

ARTICLE V

MEETINGS

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

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

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

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

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

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

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

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

ARTICLE VI

COMMITTEES

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

ARTICLE VII

OFFICERS OF THE BOARD

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

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

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

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

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

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

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

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

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

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

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

ARTICLE VIII

CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS

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

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

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

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

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

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

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

ARTICLE IX

INDEMNIFICATION

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

ARTICLE X

FISCAL YEAR

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

ARTICLE XI

AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by obtaining (a) the affirmative vote of a majority of the Academy Board at any regular or special meeting of the Academy Board, if a notice setting forth the terms of the proposal has been given in accordance with the notice requirements for such meetings, and (b) the written approval of the changes or amendments by the Charter Schools Office. Amendments to these Bylaws take effect only after they have been approved by both the Corporation's Academy Board and by the Charter Schools Office.

ARTICLE XII

CONTRACT DEFINITIONS

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

CERTIFICATION

These Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by unanimous consent of the Board of Directors on the 29 day of May, 2019.

[redacted]

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 **New School High**, 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 Acdemy 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. Witholding 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 **New School High**.

BY: _____

_____, Director
Bureau of Bond Finance
Michigan Department of Treasury

Date: _____, 2019

CONTRACT SCHEDULE 4

Oversight Agreement

SCHEDULE 4

OVERSIGHT AGREEMENT

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

Preliminary Recitals

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

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

ARTICLE I

DEFINITIONS AND INTERPRETATIONS

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

"Agreement" means this Oversight Agreement.

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

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

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

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

ARTICLE II

OVERSIGHT AND COMPLIANCE CERTIFICATION RESPONSIBILITIES

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

a. Conduct a review of the Academy's audited financial reports as submitted, including the auditor's management letters, and report to the University Board any exceptions as well as any failure on the part of the Academy to meet generally accepted public sector accounting principles.

b. Conduct a review of the records, internal controls or operations of the Academy to determine compliance with the Contract and Applicable Law.

c. Conduct a meeting annually, or as needed, between the Academy Board of Directors and a designee of the University Board to determine compliance with the Contract and Applicable Law.

d. Institute action pursuant to the terms of the Contract to suspend, revoke or reform the Contract.

e. Monitor the Academy's compliance with the Contract, the Code, and all other Applicable Law.

f. Request periodic reports from the Academy regarding any aspect of its operation, including, without limitation, whether the Academy has met or is achieving its targeted educational goals and applicable academic performance standards set forth in the Contract.

g. Request evidence that the Academy has obtained the necessary permits and certificates of compliance to operate as a public school from the applicable governmental agencies, including, without limitation, the Michigan Department of Licensing and Regulatory Affairs, Bureau of Construction Codes and the Bureau of Fire Services, and local health departments.

h. Determine whether the Academy has failed to abide by or meet the educational goals or applicable academic performance standards as set forth in the Contract.

i. Provide supportive services to the Academy as deemed necessary and/or appropriate by the University Board or its designee.

j. Evaluate whether mandated assessment programs are or have been appropriately administered to the Academy’s student population.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE III

RECORDS AND REPORTS

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

ARTICLE IV

MISCELLANEOUS

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

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

ARTICLE V

TRANSPARENCY PROVISION

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

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

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

19. MDE letter of continuous use (if required)

20. Local County Health Department food service permit (if required)

21. Asbestos inspection report and Asbestos management plan (if required)

22. Boiler inspection certificate and lead based paint survey (if required)

23. Phase 1 environmental report (if required)

24. List of current Academy teachers and school administrators with names and addresses and their individual salaries as submitted to the Registry of Educational Personnel

25. Copies of administrator and teacher certificates or permits for all current administrative and teaching staff

26. Evidence of fingerprinting, criminal back-ground and record checks and unprofessional conduct check required by the Code for all Academy teachers and administrators

27. Academy Board approved policies

28. Copy of the annual financial audit and any management letters issued to the Academy Board

29. Proof of insurance as required by the Contract

30. Any other information specifically required under the Code

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

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

CONTRACT SCHEDULE 5

Description of Staff Responsibilities

Schedule 5: Staff Responsibilities

Title of Position: SCHOOL LEADER
Reports To: School Board
Employed By: School Board

JOB SUMMARY:
To direct the school and lead the educational program

ESSENTIAL FUNCTIONS:

- Promotes the school's mission, vision, and goals
- Ensures fiscal and academic compliance with the Authorizer, State and Federal Departments of Education
- Reports to the HR Company and School Board on school progress and needs
- Attends School Board meetings and assists with agendas for Board meetings
- Establishes school calendar and class schedule
- Communicates and engages with the community, develops internships and community partnerships
- Communicates with families about student progress and school issues individually and as stakeholders; leads regular Parent Advisory meetings
- Facilitate student enrollment and placement
- Oversees planning and implementation of standardized testing
- Determines the annual budget and oversees expenditures
- Write grant applications for state and federal funding and write performance reports for grant funding
- Provides a safe and secure campus for students and staff during the school day
- Directs curriculum and educational program
- Leads regular staff meetings, plans and implements professional development
- Identifies, selects, supervises, and evaluates professional staff
- Leads School Improvement planning and reporting
- Oversees student conduct issues
- Attends school sponsored events and after school activities as available
- Approves all field trips and other off-campus activities
- Participates in special education determinations and allocates resources as appropriate
- Oversees building closing on school days after conclusion of activities
- Performs other reasonable duties as directed by the School Board
- Is culturally aware and responsive

EDUCATION AND EXPERIENCE REQUIREMENTS:

- Master of Arts in Educational Leadership or academic subject
- Valid Administrator Certification
- 10 + years exemplary teaching experience
- Satisfactory criminal background check

Title of Position: ASSISTANT SCHOOL LEADER
Reports To: School Leader
Employed By: HR Company

JOB SUMMARY:
To support the school leader in the directing and leading of the educational program

ESSENTIAL FUNCTIONS:

- Promotes the school's mission, vision, and goals
- Ensures fiscal and academic compliance with the Authorizer, State and Federal Departments of Education
- Reports to the HR Company and School Board on school progress and needs
- Assists in the development of the school calendar and class schedule
- Communicates and engages with the community, develops internships and community partnerships
- Communicates with families about student progress and school issues individually and as stakeholders; leads regular Parent Advisory meetings
- Assists in the facilitation of student enrollment and placement
- Assists in the planning and implementation of standardized testing
- Write grant applications for state and federal funding and write performance reports for grant funding
- Provides a safe and secure campus for students and staff during the school day
- Assists in the direction of curriculum and educational program
- Assists in planning and implementing professional development
- Assists in identifying, selecting, supervising, and evaluating professional staff
- Assists in School Improvement planning and reporting
- Assists in student conduct issues
- Attends school sponsored events and after school activities as available
- Assists in planning and implementing field trips and other off-campus activities
- Participates in special education determinations and assists in allocating resources as appropriate
- Develops internships, community service partnerships in the community
- Assists in overseeing building closing on school days after conclusion of activities
- Performs other reasonable duties as directed by the School Leader
- Is culturally aware and responsive

EDUCATION AND EXPERIENCE REQUIREMENTS:

- Master of Arts in Educational Leadership or academic subject
- Valid Administrator Certification
- 10 + years exemplary teaching experience
- Satisfactory criminal background check

Title of Position: BUSINESS OPERATIONS MANAGER
Reports To: School Leader
Employed By: HR Company

JOB SUMMARY:
To perform finance and operations responsibilities,

ESSENTIAL FUNCTIONS:

- Promotes the school mission, vision, and goals
- Maintains school operations data, records, and documents using effective online and in school office filing procedures
- Completes required documents and reports to Authorizer, Wayne ISD, MDE and other governmental entities
- Meets compliance reporting deadlines of the State, the local ISD, the charter authorizer, and school board.
- Assists with developing the school budget and financial transactions such as loans
- Responsible for processing accounts payable and receivable
- Deposit receipts; maintain records of trust and agency funds
- Provides monthly financial reports to the Board Treasurer and quarterly reporting to the authorizer
- Report business activities, including contracted services, to board; attend monthly board meetings (and special meetings as necessary)
- Prepare budget and budget amendments for board approval with the School Leader
- Complete schedules and reports for annual financial audit; serves as primary contact for annual financial audit, responds to auditors during field work
- Completes grant applications and reports as assigned by School Leader
- Submit pupil accounting, immunization and financial reporting to Michigan Department of Education with Administrative Assistant
- Collect and report staff hours to human resource company and ORS
- Attends monthly board meetings; participates in board committee meetings and work sessions as requested
- Contact person for building, building repairs & maintenance, technology support
- Gain quotes, order and schedule maintenance services and building repairs
- Supports background check activity with the School Leader
- Performs other duties as assigned by the School Leader

EDUCATION AND EXPERIENCE REQUIREMENTS:

- 3 - 5 years of related experience required; experience in education preferred
- Bachelor's Degree required, Masters Degree in business or administration preferred
- Satisfactory criminal background check

Title of Position: ADMINISTRATVE ASSISTANT
Reports To: School Leader
Employed By: HR Company

JOB SUMMARY:
To assist the School Leader and staff with administrative duties for all phases of school operations.

ESSENTIAL FUNCTIONS:

- Promotes the school mission, vision, and goals
- Opens building on school days one hour before start of school
- Maintains accurate staff and student daily attendance records
- Maintains student data, records, documents using effective online and in school filing procedures
- Distributes, collects, and maintains all documents required for student enrollment
- Creates and updates student schedules, transcripts and progress reports
- Assists Business Operations Manager with completing of pupil accounting, immunization and financial reporting to Michigan Department of Education
- Serves as receptionist for all students, visitors, and general phone calls/emails
- Distributes medication to students as needed
- Researches and provides information when appropriate
- Distributes mail
- Drafts and types school correspondence when needed
- Schedules appointments for administration and staff
- Maintains confidentiality for all student, families, and staff
- Promotes and maintains positive relationships with staff, students, visitors
- Is culturally aware and responsive
- Performs other duties as assigned by the School Leader

EDUCATION AND EXPERIENCE REQUIREMENTS:

- 5+ years of administrative experience, experience in education preferred
- High School Diploma or GED
- Satisfactory criminal background check

Title of Position: TEACHER
Reports To: School Leader
Employed By: HR Company

JOB SUMMARY:
To plan, implement and assist with the coordination of an effective instructional program.

ESSENTIAL FUNCTIONS:

- Promotes the school mission, vision, and goals
- Knows and effectively implements the curriculum adopted by the School Board and the School Leader
- Knows and uses teaching methods appropriate to the individual needs, interests, and abilities of the students
- Is culturally aware and responsive
- Implements formative and summative assessments as required by federal, state, and school guidelines and regulations
- Creates and maintains positive relationships with students, families, and staff
- Collects data, maintain student records and report student progress according to school guidelines
- Participates in staff development activities, staff meetings and continuing education courses as needed
- Maintains confidentiality for all students, families, and staff
- Demonstrates professional conduct
- Supervises students at all times
- Helps maintain a safe and secure campus

EDUCATION AND EXPERIENCE REQUIREMENTS:

- Bachelor's degree
- Valid State of Michigan Teaching Certificate with the appropriate endorsement(s) for all subject area(s) being taught
- Evidence of meeting highly qualified requirements
- Evidence of meeting professional development requirements
- Satisfactory criminal background check

Title of Position: GUIDANCE COUNSELOR
Reports To: School Leader
Employed By: HR Company

JOB SUMMARY:
To plan and lead the coordination of an effective Guidance program

ESSENTIAL FUNCTIONS:

- Promotes the school mission, vision, and goals
- Oversees administrative duties of the Guidance department and plans Guidance Program calendar
- Provides academic, personal, college and career counseling for student population
- Assists in scheduling of students' classes and works collaboratively with classroom teachers and administrators regarding placement of students.
- Administers Standardized Tests: PSAT, SAT, Advanced Placement (AP), M-STEP, WorkKeys
- Assists students, parents, and teachers in interpreting student data and testing information
- Attends and facilitates conferences with students, parents and teachers
- Coordinates special education students' IEPs with special education teachers
- Participates in Open House and assists School Leader in various day and evening recruiting events
- Consults with various community counseling agencies and testing services and makes referrals when deemed necessary
- Knows and effectively implements the Advisory Curriculum adopted by the School Board and the School Leader
- Collects data, maintains student records and reports student progress according to school guidelines
- Is culturally aware and responsive
- Creates and maintains positive relationships with students, families, and staff
- Participates in staff development activities, staff meetings and continuing education courses as needed
- Maintains confidentiality for all students, families, and staff
- Demonstrates professional conduct
- Supervises students at all times
- Helps maintain a safe and secure campus

EDUCATION AND EXPERIENCE REQUIREMENTS:

- Bachelor's degree
- Valid State of Michigan K-12 School Counselor License
- Evidence of meeting professional development requirements
- Satisfactory criminal background check

Title of Position: SPECIAL EDUCATION TEACHER
Reports To: School Leader
Employed By: HR Company

JOB SUMMARY:
To plan and implement the coordination of an effective Special Education program. To help students with disabilities affecting learning, attention, social functioning and self-regulation succeed academically and personally.

ESSENTIAL FUNCTIONS:

- Promotes the school mission, vision, and goals
- Knows and effectively implements the curriculum adopted by the School Board and the School Leader
- Knows and uses teaching methods and tools appropriate to the individual needs, interests, and abilities of all students and consistent with their physical limitations, needs and capabilities
- Participates in special education meetings including METs, ERs, and IEPs, and completes paperwork (pre and post) for these meetings as assigned.
- Writes and follows-up on plans for special education students as assigned
- Participates in TST activities, including: preparing for meetings, maintaining the database, conducting IPOs; attending and participating in all team meetings
- Serves as a resource for staff, families, and students regarding student learning
- Is culturally aware and responsive
- Implements formative and summative assessments as required by federal, state, and school guidelines and regulations
- Creates and maintains positive relationships with students, families, and staff
- Collects data, maintain student records and report student progress according to school guidelines for special education
- Participates in staff development activities, staff meetings and continuing education courses as needed
- Maintains confidentiality for all students, families, and staff
- Demonstrates professional conduct
- Supervises students at all times
- Helps maintain a safe and secure campus

EDUCATION AND EXPERIENCE REQUIREMENTS:

- Bachelor’s degree
- Valid State of Michigan Teaching Certificate with the appropriate endorsement(s) for all subject area(s) being taught
- Evidence of meeting highly qualified requirements
- Satisfactory criminal background check

Title of Position: PARAPROFESSIONAL AIDE
Reports To: School Leader
Employed By: HR Company

JOB SUMMARY:
Assist, support and work closely the school staff in providing educational benefit for students.

ESSENTIAL FUNCTIONS:

- Promotes the school mission, vision, and goals
- Works with individual students to reinforce learning as directed by classroom teachers
- Assists in the implementation of Individual Education Plans for students
- Learns and uses support methods appropriate to the individual needs, interests, and abilities of the students
- Monitors and evaluates student work, supervises testing as assigned by certified staff
- Collects data, maintains student records and reports progress as assigned
- Physically assists students with special needs as required
- Learns and uses protocols as first responder in the event of a medical emergency
- Supervises students during lunch time and field trips as assigned by school leader
- Performs clerical and classroom maintenance as assigned by certified staff
- Participates in meetings with parents when requested by certified staff
- Is culturally aware and responsive
- Creates and maintains positive relationships with students, families, and staff
- Participates in staff development activities, staff meetings and continuing education courses as needed
- Maintains confidentiality for all students, families, and staff
- Demonstrates professional conduct
- Supervises students at all times
- Helps maintain a safe and secure campus

EDUCATION AND EXPERIENCE REQUIREMENTS:

- Completed at least two years of post-secondary study at an institution of high education
- Satisfactory criminal background check

CHARTER SCHOOL CLIENT SERVICE AGREEMENT

This AGREEMENT is made this May 29, 2019 by and between New School High: (hereinafter ACADEMY) and Access Educational HR, LLC, DBA AccessPoint Educational HR and hereinafter referred to as "AccessPoint") a Michigan limited liability company.

RECITALS

A. ACADEMY is a public school academy providing public school instruction as a charter school located at 46250 Ann Arbor Road, Plymouth, MI 48170 pursuant to a contract ("Contract") issued by the Authorizer Eastern Michigan University.

B. ACADEMY operates a public school academy under the direction of the ACADEMY Board of Directors ("Board").

C. AccessPoint is a limited liability company with its offices at 28800 Orchard Lake Road, Farmington Hills, Michigan 48334.

D. AccessPoint offers to Michigan public school academies employee administration and management services including, but not limited to, staff employment, payroll, benefit administration, business management and other similar services.

E. ACADEMY desires to engage AccessPoint to perform certain services upon the terms and conditions set forth in this Agreement and pursuant to its authority, ACADEMY hereby contracts with AccessPoint, to the extent permitted by law, specified functions relating to the administration and management services.

F. ACADEMY designates the Covered Employees of AccessPoint assigned to ACADEMY 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 ("FERP A").

THEREFORE, the parties agree as follows:

1. Services Provided by AccessPoint. AccessPoint shall provide contract personnel services as outlined in this Agreement. ACADEMY may also purchase business services from AccessPoint as indicated in this Agreement.

a) Selection of Covered Employees. AccessPoint, at the recommendation of the School Leader, shall employ and designate to ACADEMY all such qualified and certified faculty and staff except those work force positions which are listed as "excluded Work Force Positions" on Exhibit A to this Agreement, as may be necessary to accomplish the educational mission of ACADEMY consistent with the Board approved budget. AccessPoint reserves the right at any time during the term of this Agreement, on notice to Academy, and with its concurrence, to re-designate a Covered Employee to an Excluded Work Force Position. The Board may at its sole discretion choose to designate the School Leader, currently an excluded work force position, either a covered employee or an Excluded Work Force Position by giving AccessPoint thirty (30) days written notice of the effective date of the change. The designated Excluded Work Force Positions shall not be covered by this Agreement unless otherwise mutually agreed. AccessPoint shall comply with all Federal and State statutes and administrative requirements including, but not limited to, the Immigration Reform and Control Act.

b) Employee Agreements and Compensation. Compensation for all Covered Employees including, but not limited to, health care and retirement benefits shall be established by ACADEMY, through its budget, and implemented by AccessPoint. The terms and conditions of such employment shall be set forth in an employment agreement between AccessPoint and each employee. Information regarding all costs, including the employment costs, annual salary and benefit costs by individual assigned to ACADEMY by AccessPoint, will be provided to the Board by AccessPoint upon request. Contracts between AccessPoint and its employees assigned to Academy shall not contain a non-compete provision that prohibits such staff from working at the Academy.

c) Health Care Insurance. AccessPoint shall provide all qualified Covered Employees assigned to ACADEMY who are not covered by a spouse's plan, comprehensive medical care insurance. In addition, AccessPoint shall be responsible for COBRA compliance and continuation of health benefit plans to terminated Covered Employees and qualified dependents. If this Agreement terminates, all responsibilities with regard to continuation of health insurance cease consistent with Federal and State statutes.

d) Retirement Plan. AccessPoint shall make available to all qualified Covered Employees a retirement plan pursuant to IRC Section 401(k).

e) Payroll Taxes. AccessPoint shall report and pay all applicable federal, state and local employee and employer payroll taxes from AccessPoint's own accounts. AccessPoint will act as the W-2 employer for record keeping purposes.

f) Payroll Records. AccessPoint shall maintain and verify all required payroll and benefit records.

g) Policies and Procedures. All payroll, benefit and personnel policies and procedures for Covered Employees shall be established by AccessPoint in collaboration with ACADEMY. Evaluation and compensation systems shall comply with the Michigan Revised School Code ("Code").

h) Worker's Compensation Insurance. AccessPoint shall maintain Worker's Compensation insurance during the term of this Agreement on all Covered Employees assigned to work for ACADEMY under this Agreement. Upon written request, AccessPoint shall provide a Certificate of Insurance verifying coverage of Worker's Compensation insurance.

i) At-Will Employment Relationship. AccessPoint retains the right to hire or not hire any Covered Employee candidate for employment or terminate with or without cause any employee with written notice to the ACADEMY. Hiring, evaluation, disciplining and/or termination of the School Leader will be done in consultation with Academy through its President.

j) Implementation and Supervision of Policies and Procedures. During the term of this Agreement, AccessPoint shall have the right and authority to implement and supervise ACADEMY's policies and procedures relating to the Covered Employees. AccessPoint shall make every reasonable effort to act in the best interest of ACADEMY with regard to ACADEMY's policy and procedure in exercising control over Covered Employees. ACADEMY agrees to cooperate and assist AccessPoint in the implementation and supervision of all such policies and procedures. All personnel policies and directives related to Covered Employees shall be made with approval of AccessPoint.

k. Compliance with Section 503c. On an annual basis AccessPoint 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.

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

m. Except as permitted under the Code, AccessPoint shall not sell or otherwise provide to a for-profit business entity any personally identifiable information that is part of an Academy student's education records. If AccessPoint receivs information that is part of an Academy student's education records, AccessPoint shall not sell or otherwise provide the information to any other person except as permitted under the Code. For purposes of this section, the terms "education records" and "personally identifiable information" shall have the same meaning as those term is in section 1136 of the Code.

2) Hiring, Evaluating, Supervising, Disciplining and Firing

a) AccessPoint, through the School Leader, shall have the ultimate authority and control over hiring, evaluating, supervising, disciplining and firing of Covered Employees consistent with the ACADEMY approved budget, subject to j above. AccessPoint, through the School Leader, retains full control over all personnel decisions involving Covered Employees, and ultimate authority to resolve and decide employee grievances and disputes consistent with budgetary limitations. AccessPoint shall coordinate with its School Leader assigned to ACADEMY concerning any hiring, evaluating, supervising, disciplining, and termination of staff assigned to ACADEMY. ACADEMY Board will collaborate with AccessPoint on the selection, compensation and evaluation of the School Leader.

b) On-site Supervision. AccessPoint, through the School Leader, shall be responsible for on-site supervision of staff assigned to ACADEMY. The School Leader will serve as the liaison to the ACADEMY Board on behalf of AccessPoint. The School Leader shall be the on-site consultant for AccessPoint and shall assist AccessPoint with its administrative and personnel responsibilities on ACADEMY premises. As to all administrative and personnel matters, the School Leader shall coordinate and work with designated AccessPoint managers and officers at AccessPoint's home office. AccessPoint, after consulting with the School Leader, shall determine the procedures to be employed by Covered Employees in the day-to-day performance of their job responsibilities. AccessPoint shall make every effort to act in the best interests of ACADEMY with regard to ACADEMY's policy and procedure in exercising control over the Covered Employees. AccessPoint shall make certain that all appropriate guidelines concerning AccessPoint's oversight of Covered Employees is followed by said School Leader and that the School Leader shall comply with all AccessPoint employment policies and procedures dealing with its responsibilities herein above set forth.

3. AccessPoint Requirements.

a) Compliance with Applicable Criteria. AccessPoint assumes sole responsibility for assuring that all services set forth in Paragraph 1 provided by AccessPoint are provided in compliance with and conform to (i) all applicable federal, state and local government laws, rules and regulations, including, but not limited to all civil rights laws, Bullard-Plawecki Employee Right to Know Act, Whistleblower's Protection Act, Fair Labor Standards Act, and Fair Credit Reporting Act; (ii) all pertinent policies of those

accrediting agencies from which ACADEMY has secured or is seeking accreditation, including but not limited to its authorizer and the Michigan Department of Education; and (iii) all other applicable policies of ACADEMY. AccessPoint shall promptly provide to ACADEMY, within twenty four hours of receipt, all notices, reports or correspondence from individuals or governmental agencies that assert claims, deficiencies or charges against ACADEMY or AccessPoint that otherwise threaten the suspension, revocation, or any other action adverse to any approval, authorization, certificate, determination, finances, license or permit required or necessary to own or operate ACADEMY.

b) Employment Laws. AccessPoint shall comply with all applicable federal, state and local employment laws. AccessPoint shall comply with the Fair Labor Standards Act and control all overtime.

4. ACADEMY Requirements. ACADEMY, through its School Leader or as otherwise indicated, shall provide the following:

a) Personnel Requirements. Advise AccessPoint of the faculty and staff required by ACADEMY to perform its mission, consistent with its approved budget.

b) Insurance. Maintain casualty and premises liability insurance on all school buildings and premises and to maintain professional liability insurance pertaining to the staff that could result in a claim against ACADEMY and name AccessPoint as an additional insured.

c) Financial Reports. Prepare annual budgets and periodic financial reports as required by the Contract, its authorizer, the School Code, and/or statute or as desired by the Board.

d) Employment Laws. ACADEMY shall comply with all applicable federal, state and local employment laws. ACADEMY shall comply with the Fair Labor Standards Act and report all overtime to AccessPoint.

e) Records. ACADEMY shall maintain actual time records and the School Leader shall verify the accuracy of all wage hour information provided to AccessPoint at the end of each pay period. ACADEMY shall verify the accuracy of all wage and salary reports which shall be supplied to ACADEMY by AccessPoint at the end of each pay period. ACADEMY shall not pay any wages, salaries or other compensation, including employee benefits, without informing AccessPoint in writing.

f) Employee Benefits. ACADEMY shall provide to AccessPoint a written statement with regard to all policies concerning employee compensation, evaluation and benefits, if any. These policies shall comply with all federal, state and local governmental laws and regulations.

g) Safety Requirements. ACADEMY shall comply with all safety, health and work laws, regulations and rules at its own expense. ACADEMY and AccessPoint shall also comply with all safe work practices and use of protective equipment required by federal, state or local law. All accidents involving Covered Employees shall be reported immediately to AccessPoint by the School Leader or designee. ACADEMY shall cooperate with AccessPoint's Worker's Compensation carrier and liability insurance carrier who shall have the right to inspect ACADEMY's property.

h) Discipline, Layoff, or Termination of Covered Employees. ACADEMY agrees to comply with all AccessPoint personnel approved policies and procedures, both general and specific, regarding the discipline, layoff, or termination of Covered Employees to the extent those directives reasonably consider the policies, procedures, rules, regulations, mission and curriculum established by the

ADADEMY Board. ACADEMY further agrees to notify AccessPoint of any material change in the current business operations of ACADEMY as soon as feasible.

i) Personnel Issues. In the event ACADEMY becomes dissatisfied with the performance of any Covered Employee AccessPoint shall be notified, in writing, setting forth the nature of the dissatisfaction, the proposed remedial action, and any specific action requested.

j) Employee Background Checks. ACADEMY, through the School Leader or its designated subcontractor (not unacceptable by AccessPoint) shall be responsible for performing all pre-employment, background, license and eligibility review and other screening and investigation required by federal, state or local law, including the Michigan Revised School Code (the "Code"), as if employed by ACADEMY directly. The results of the screening and investigation will be reported to AccessPoint in accordance with State law, MDE and/or its authorizer's procedures. All fees incurred by AccessPoint in connection with the screening and investigation shall be billed to and paid by ACADEMY. The results of the screening and investigation of pre-employment records must be made available for review by the ACADEMY'S authorizer.

k) Academic Program. ACADEMY shall be responsible for the development and implementation of all curriculum and educational programming for the Academy. Covered Employees shall be responsible for complying with the Academic Program set forth in the Contract.

l) Board Treasurer. Nothing in this Agreement shall alter the Academy Board treasurer's legal obligation to direct that the deposit of all funds received by the academy be placed in the Academy's depository account as required by law. The signatories on the Academy Board accounts shall solely be Academy Board members or properly designated Academy Board employee(s). Interest income earned on Academy accounts shall accrue to the Academy.

m. Data Breach. In the event of a data breach of student records or personally identifiable information, the parties shall, at a minimum, a) validate the data breach, b) once validated, immediately assign an incident manager to handle the investigation, c) assemble an incident response team, d) determine the scope and composition of the breach, e) notify the data owners, f) consider notifying appropriate governmental agencies, g) determine whether to notify authorities/law enforcement, h) determine the best means to investigate the data breach to maintain the integrity of the investigative evidence, i) determine if, when and/or how to notify affected individuals, and j) review any breach response documentation.

5. Term of Agreement. This Agreement shall commence on July 1, 2019 and continue for a period of five years, ending June 30, 2024. Either party may cancel this Agreement with or without cause any time after June 30, 2020 with 60 days prior written notice. If the ACADEMY and/or AccessPoint becomes obligated for MPSERS or an unexpected fee or tax is instituted, (e.g. State service tax fee) either party may immediately invoke the 60 day termination notice provision at any time during the contract. Termination of this Agreement shall not affect the continuation of the obligations of either party incurred during the term of the Agreement. The parties acknowledge that as part of any contract reauthorization with its authorizer, it may require ACADEMY and AccessPoint to submit an entirely new Agreement for review.

6. Service Fee. A Service Fee of .0347 shall be charged to ACADEMY multiplied by all wages of covered employees. "Taxable wage limits" is the sum of all earnings by a Covered Employee that are eligible for a particular type of tax (for example: State Unemployment Tax, Federal Unemployment Tax, and Social Security). Each tax is different and has different regulations about limits to the amount of wages that

can be considered taxable with respect to that tax. All other costs (i.e. State Unemployment tax, Federal Unemployment tax, Workers Compensation, etc.) shall be billed as received and shall include a copy of the applicable invoice.

i) ACADEMY acknowledges that AccessPoint's cost for any item covered by the Service Fee may be more or less than the amount collected using the Service Fee rates. The Parties shall verify and reconcile the service fee calculation immediately following each pay period. If there was a miscalculation or error, the correction shall be resolved by an appropriate addition or deduction from the following pay period.

ii) The Service Fee shall be billed once per pay period and due upon receipt.

iii) All other costs paid by the ACADEMY TO AccessPoint shall be adjusted upon the effective date of any increase or decrease in employee wage rates, payroll taxes, worker's compensation premiums, or employee benefit program changes. This provision does not pertain to monthly fee rates which may vary because of the hours worked by Covered Employees. The Academy shall be provided with the respective rates for all items including FUTA, SUI, Workers Compensation, Benefits and the administration fee.

iv) If the ESP fails to seek reimbursement from the Academy for incurred costs within one year after the costs were incurred, the ESP shall be liable for all such payments.

7. Costs. ACADEMY shall pay all additional costs or expenses incurred by AccessPoint that are incidental to the performance of this Agreement and are approved by the ACADEMY Board, or its designee prior to incurring of said expense. These additional costs or expenses may include, but are not limited to, the first $1000.00 of any non-lost time worker's compensation claims, employee replacement costs, hiring temporary personnel, and ACADEMY approved training programs. AccessPoint's total billings to ACADEMY, however, for the Fees described in Paragraph 6 and the Costs described in this Paragraph shall not exceed the total budget amount approved by the ACADEMY Board, provided that AccessPoint is only obligated to provide services equal to that amount. Additional costs shall be billed once per month and are due upon receipt. AccessPoint shall provide reasonable notice, or seek approval, as may be practicable, before costs are incurred.

8. Payment of Fees and Costs. ACADEMY shall execute a Wire Transfer to AccessPoint, from the designated ACADEMY account in an amount equal to the Fees described in Paragraph 5 and Costs described in Paragraph 6 of this Agreement. ACADEMY agrees to pay AccessPoint within ten business days upon receipt of a properly documented invoice, incurred pursuant to this Agreement, subject to ratification by the ACADEMY Board. If there is any disputed amount to 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 Paragraph 11. If for any reason not attributable to AccessPoint, payment is not made when due, ACADEMY agrees pay AccessPoint 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 one month.

9. Insurance: The Academy's insurance policies will be in compliance with the M.U.S.I.C. requirements and in accordance with the limits required by its authorizer. The Academy will be the first named insured and its authorizer and AccessPoint will also be named as additional insureds.

a) Vehicle Insurance. ACADEMY shall provide liability insurance for any Covered Employee of AccessPoint assigned to ACADEMY driving any vehicle while in the employment of AccessPoint for ACADEMY. The policy shall insure against bodily injury and property damage with a minimum combined single limit (CSL) of $1,000,000. ACADEMY shall also provide personal injury protection coverage of $1,000,000. ACADEMY shall name AccessPoint as an additional insured on these policies with thirty (30) days advance notice of cancellation or material change in such policies.

b) General Liability Insurance. ACADEMY shall maintain a comprehensive general liability insurance policy in the amount of $1,000,000 (CSL) insuring ACADEMY against bodily injury and property damage liability caused by ACADEMY's premises operations or activities conducted off premises related to operation of ACADEMY. The policy shall include blanket contractual liability and personal injury coverage. ACADEMY shall name AccessPoint as an additional insured on this policy with thirty (30) days advance written notice of cancellation or material change.

c) Professional Liability Insurance. ACADEMY shall provide professional liability insurance, including sexual abuse coverage, in the amount of $1,000,000 naming AccessPoint as an additional insured. ACADEMY shall maintain a Worker's Compensation policy with an "if only" provision.

d) AccessPoint M.U.S.I.C. Insurance Coverage. AccessPoint shall maintain a comprehensive general liability, errors & omissions, directors & officers, school leaders' errors & omissions, auto liability and employment practices liability insurance policy, each of which will be not less than $1,000,000.00 as well as any such insurance policy in the amount as required by the Charter Contract and the Michigan Universities Self Insurance Corporation. The policy shall include blanket contractual liability, crime, and personal injury coverage. AccessPoint shall name ACADEMY and its authorizer as an additional insured on this policy with thirty (30) days advance written notice of cancellation or material change. In the event the University or M.U.S.I.C. requests any change in coverage by AccessPoint, AccessPoint agrees to comply with any change in the type of or amount of coverage, as requested, within thirty (30) days after notice of the insurance coverage change.

10. Termination of Agreement.

a) This Agreement shall terminate and AccessPoint shall be relieved of all responsibility under this Agreement, except for the required close out responsibilities, including but not limited to providing of audit related information and access to Covered Employees by the ACADEMY assigned to the ACADEMY, as of the ending date of the last payroll period immediately preceding any of the following events:

i) ACADEMY files for bankruptcy or becomes insolvent;

ii) The facility where Covered Employees are engaged in work for ACADEMY is closed permanently;

iii) ACADEMY requests a layoff of 25 % of the workforce;

iv) ACADEMY and its successors and assigns discontinue operation;

v) ACADEMY meets the definition of a financially distressed business as set forth

in the Worker Assistance and Retraining Notification Act.

vi) ACADEMY's Contract with its authorizer is revoked, terminated or a new charter contract is not issued to the Academy in which case this Agreement shall automatically terminate on the same date as the Academy's Contract.

vii) Any other reason set forth in this Agreement, including as identified in Paragraph 4 of this Agreement that constitutes a default under the Agreement or allows AccessPoint to terminate this Agreement.

viii) State or authorizer mandated shut down (dissolution) of ACADEMY

b) ACADEMY may terminate this Agreement prior to the end of the term specified in Paragraph 5, Term of Agreement, or in the event that AccessPoint shall fail to remedy a material breach within 60 days after notice from the Board, provided however that if the nature of the breach is such that the cure cannot be reasonably accomplished within 60 days, then the cure period should be extended, upon mutually agreement of the parties, so long as AccessPoint proceeds to cure with reasonable dispatch. Material breach includes, but is not limited to: (1) AccessPoint's failure to account for its expenditures or to pay ACADEMY operating costs as specifically noted in this agreement (provided funds are available to do so), (2) failure of AccessPoint to follow mission, policies, procedures ,rules, regulations or curriculum duly adopted by the ACADEMY Board and communicated to AccessPoint, provided that such mission, policies, procedures, rules, regulations or curriculum are not inconsistent with the Contract, as amended, this Agreement, or in violation of applicable law, (3) receipt by the Board of unsatisfactory ·reports from and/or about AccessPoint or from an educational consultant retained by the Board about matters concerning AccessPoint's performance or the performance of the staff which are not reasonably corrected or explained; or (4) AccessPoint's failure to abide by all applicable laws in its administration of this Agreement (5) failure by AccessPoint to hire, retain, or terminate employees consistent with the Board's reasonable expectations, policies, procedures, rules, regulations, mission or curriculum.

The parties agree that should a breach of this Agreement occur during the school year, they will make all efforts necessary to remedy said breach of this Agreement in order to continue operations school operations until the completion of the then current school fiscal year. If a breach cannot be remedied, the Board and AccessPoint agree to work cooperatively to transition management and operations of the school without disrupting the school's operation. Accesspoint shall perform the transition in a similar manner as described under Section 24 based upon completion of the then current school period.

c) In the event ACADEMY terminates this Agreement pursuant to this Paragraph, ACADEMY shall pay all charges due under this Agreement through the last date of services provided by AccessPoint including actual costs associated with the "wind-up" requirements associated with securing an alternative employee leasing company, i.e. providing audit related materials, Covered Employee files, etc. The costs associated with State and/or Federal mandates will be reimbursed up to the amount permitted by that statute or administrative regulation (e.g. COBRA coverage up to 2% administrative fee, etc.).

d. Any action or inaction by AccessPoint that is not cured within 60 days of notice thereof which causes the Charter Contract to be revoked, terminated, suspended or which causes the Charter Contract to be put in jeopardy of revocation, termination or suspension by Eastern Michigan University is a material breach.

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

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

11. Indemnification.

a) AccessPoint. AccessPoint shall indemnify and hold ACADEMY, including its officers, directors, and agents, harmless from any and all claims, including employment related claims by AccessPoint Covered Employees or applicants, administrative determinations, judgments, damages, reimbursements, back pay, penalties, fines, costs or loss, demands, suits, including reasonable attorney's fees or other forms of liability that may arise out of, or by reason of, any noncompliance by AccessPoint with any agreements, covenants, warranties, or undertakings of AccessPoint contained in or made pursuant to this Agreement and any misrepresentation or breach of the representations and warranties of AccessPoint contained in or made pursuant to this Agreement or for wrongful or negligent acts. In addition, AccessPoint shall reimburse ACADEMY for any and all legal expenses and costs associated with the defense of any such claim, demand or suit. This indemnification shall include all wrongful or negligent acts of AccessPoint or any failure on AccessPoint's part to perform any of its duties during the term of this Agreement, including violations of federal, state and local laws and regulations. AccessPoint shall not be responsible to indemnify ACADEMY for the acts or omissions of an unlicensed individual that occur when that individual is not under the supervision of a Covered Employee. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts acceptable to ACADEMY and shall be not less than $1,000,000 per occurrence.

b) ACADEMY. ACADEMY shall, to the extent permitted by law, indemnify and hold AccessPoint, including its officers, directors and agents harmless from all wrongful or negligent acts committed by ACADEMY. This includes violations of federal, state or local laws and regulations. ACADEMY shall indemnify AccessPoint against any claims, administrative determinations, judgments, damages,

reimbursement, back pay, penalties, fines, costs or loss, including reasonable attorney fees resulting from such wrongful or negligent acts. The indemnification requirements of this paragraph may be met by the purchase of insurance in a form and amounts acceptable to AccessPoint and shall be not less than $1,000,000 per occurrence.

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

12. Arbitration. In the event of a dispute regarding a breach, alleged breach, validity or interpretation of any provision of this Agreement, both ACADEMY and AccessPoint agree to submit such disputes, except as either party may be seeking injunctive relief, to final and binding arbitration as the sole and exclusive remedy for such disputes. Said disputes shall be submitted to the Michigan Mediation and Arbitration Services ("MMAS") and governed by the Michigan Court Rules and Michigan Arbitration Act.

The arbitration hearing will be held in Wayne County, or as mutually agreed between the parties, and will be the exclusive remedy for resolving the disagreement. Either party may file for arbitration but must do so with MMAS within ninety (90) calendar days of the event precipitating the disagreement, or within 90 days the party reasonably discovers the precipitating event or within the applicable statute of limitations, whichever is sooner.

If arbitration is requested by either ACADEMY or AccessPoint, the parties shall be entitled to be represented by attorneys and/or counsel of their choice. The parties shall equally split the filing fee, and any administrative fees or costs assessed by MMAS, regardless of who requests the arbitration. The parties will split the arbitrator's compensation, and each party will pay its own costs and attorney fees in connection with the arbitration, except as those costs and fees may be reallocated by the arbitrator in the award of damages in accordance with this Agreement or the relevant state or federal statute.

If arbitration is requested, the arbitrator shall allow both parties the right to conduct limited and reasonable discovery, which may include depositions, and for a period of time necessary for the parties to reasonably prepare for the arbitration hearing. The arbitrator is authorized to issue subpoenas to summon witnesses.

The arbitrator may award any and all remedies allowable by the cause of action pled in the request for arbitration, including but not limited to equitable relief and money damages. The arbitrator shall issue a written, cause opinion, containing his/her findings of fact and conclusions of law. The arbitrator's award will be final and binding on both parties, and may be enforced in a court of competent jurisdiction. The

CSO shall be notified of said decision and, upon the CSO's request, the cause opinion shall be made available.

13. Entire Agreement. This document, being executed in multiple and identical counterparts all of which shall constitute part of the Agreement, contain the entire Agreement between the parties with regard to the subject matter of this Agreement. All previous negotiations, statements and preliminary instruments of the parties and their respective representatives are merged into this Agreement. No modification of this Agreement shall be valid or binding unless such modification is in writing, dated and signed by the authorized representative of each party. The conditions of this Agreement extend to and bind the subsidiaries, successors and assigns of each party.

14. Notices. All notices required or permitted by this Agreement shall be in writing and delivered personally or by first class mail, postage prepaid to the address of each party as follows:

New School High Board President
46250 Ann Arbor Road
Plymouth, MI 48170

AccessPoint
28800 Orchard Lake Rd., 2nd Floor
Farmington Hills, MI 48334

and to

Errol Goldman, Board Attorney
930 McArthur River Drive
Eaton Rapids, MI 48827

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.

15. 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.

16. Severability and Validity. The invalidity or unenforceability of any provision or part of this Agreement shall not affect the validity or enforceability of any other provision or part of this Agreement.

17. Contract 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.

18. No Third-Party Rights. This Agreement is intended solely for the benefit of AccessPoint and ACADEMY, and it shall not be construed to create any benefits for or rights in any other person or entity, including Covered Employees, patients, or their representatives.

19. Waiver of Breach. The waiver by one party to this Agreement of a breach of this Agreement by the other party shall not operate as or be construed as a waiver of any subsequent breach or breaches by the other party.

20. Caption Headings. The captions headings for each provision of this Agreement are not part of this Agreement nor shall they be used to construe the provision more broadly or narrowly then the text would indicate.

21. Necessary Documents. The parties shall execute all necessary documents required to carry out the terms and intent of this Agreement.

22. Governing Law. The Agreement shall be construed under the law of the State of Michigan.

23. Counterparts. This Agreement may be executed in identical counterparts, each of which shall be deemed an original.

24. Assignment. The Agreement may not be assigned by either party without the written consent of the other party, prior approval of the ACADEMY Board, except that AccessPoint may assign its rights and duties to a subsidiary within the AccessPoint organization upon 60 days' written notice to the ACADEMY Board and provided the ACADEMY Board approves said assignment. Any assignable party shall be considered an ESP, as defined by these ESP Policies. As such, any assignable party shall follow the requirements set forth in these ESP Policies.

25. 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 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.

26. Governmental Immunity. No provision of this Agreement is intended to restrict the ACADEMY Board from waiving or requiring it to assert its governmental immunity. Nothing in this paragraph shall prohibit AccessPoint from asserting any defense that may be available to it under this Agreement or under Michigan law. ACADEMY shall not waive or assert any rights to the sole detriment of AccessPoint related to ACADEMY's obligations to AccessPoint under this agreement unless said actions are the result of an alleged breach of this Agreement by AccessPoint.

27. Financial, Educational, Employee and Student Records. Financial, educational, employee, and student records pertaining to ACADEMY are ACADEMY property, and such records may be subject to the provisions of the Michigan Freedom of Information Act. All ACADEMY records shall be physically or electronically available, upon request, at ACADEMY's physical facilities and shall be kept in accordance with applicable state and federal requirements. Except as permitted under applicable law, AccessPoint shall not restrict the authorizer's, the publics, or the independent auditor's access to ACADEMY's records consistent with applicable statutes.

28. Independent Auditor and Legal Counsel. AccessPoint shall not select or designate the independent auditor, accounting firm or legal counsel for ACADEMY. All finance and other records of AccessPoint relating to ACADEMY will be made available to the Academy, the ACADEMY's independent auditor and/or the CSO at the request of ACADEMY.

29. Procurement of Equipment, Materials, and Supplies. If AccessPoint procures equipment, materials, and supplies at the request of or on behalf of ACADEMY, AccessPoint shall not include any added fees or charges with the cost of the equipment, materials, and supplies purchased from third parties. Any equipment, materials, or supplies purchased by AccessPoint on behalf of or as the agent of ACADEMY are the property of ACADEMY. When making a purchase on behalf of or as agent of ACADEMY, AccessPoint shall comply with the School Code including but not limited to Sections 1274 and 1267 of the Code as if ACADEMY were making a purchase directly from a third party.

30. ACADEMY Proprietary Rights. ACADEMY owns all proprietary rights to curriculum or educational materials that:

a) are both directly developed and paid for by ACADEMY;

b) were developed by AccessPoint at the direction of the ACADEMY Board with ACADEMY funds dedicated for the specific purpose of developing such curriculum or educational materials.

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

31. AccessPoint Proprietary Rights. AccessPoint owns all proprietary rights over curriculum, educational or ACADEMY management materials:

a) previously developed or copyrighted by AccessPoint or

b) curriculum, educational or ACADEMY management materials that are specifically developed by unreimbursed AccessPoint funds for ACADEMY or

c) materials that are not otherwise dedicated for the specific purpose of developing ACADEMY management materials.

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

32. Employment Liability. AccessPoint is the employer of record for employee compensation, collection of payroll taxes and withholdings, worker's compensation and unemployment liability and payment of benefits, all of which are set forth in this Agreement.

33. Marketing and Development. Should AccessPoint provide marketing and development services to ACADEMY, the cost paid by or charged to ACADEMY shall be limited to those costs specific to the ACADEMY program and shall not include any costs for the marketing and development of AccessPoint.

34. Compliance with Authorizer's Contract. AccessPoint 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 Charter Contract issued by the Eastern Michigan University Board of Regents. The provisions of the Academy's Charter Contract shall supersede any competing or conflicting provisions contained in this ESP Agreement. To the extent any provision of this Agreement is inconsistent with the contract that provision is invalid and the contract shall govern. Any additional costs of compliance because of changes mandated by their authorizer will be the responsibility of the ACADEMY and subject to AccessPoint's ability to perform. If the additional costs are deemed excessive by the ACADEMY Board and the matter cannot be resolved, it may opt out of this Agreement by giving 60 days written notice.

This Agreement is executed as of the date first written above.

New School High

By: [redacted]

Its: President

AccessPoint

By: [redacted]

Its: President

Exhibit A

List of Excluded Workforce Position at Academy

All positions at Academy shall be covered employees including Teaching and Instructional Faculty, Clerical, Administrative, Janitorial, and food Service Staff and excluding the school leader and substitute teachers.

CONTRACT SCHEDULE 6

Physical Plant Description

DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF FIRE SERVICES
PLAN REVIEW DIVISION
P.O. BOX 30700
LANSING, MI 48909

FIRE SAFETY PLAN REVIEW REPORT

☒ **ORIGINAL**

☐ **REVISED**

☒ SCHOOL ☐ COLLEGE/UNIVERSITY ☐ ADULT FOSTER CARE ☐ CORRECTIONS
☐ HOME FOR THE AGED ☐ HOSPITAL ☐ NURSING HOME ☐ AIS/MR
☐ FSOF/ASC ☐ DORMITORY ☐ STATE FACILITY ☐ OTHER

ARCHITECT:	PROJECT DESCRIPTION:	DATE
Robert M. Doornbos RMD Architects 1744 Marne Estates Drive Marne, MI 49435 Ph: 616-677-5997	Change of use from assembly to educational Adding doors	6/29/15
	FACILITY: New High School 46250 Ann Arbor Road Plymouth, MI 48170	F.S. PROJECT NO. **142693**
	COUNTY: Wayne	JOB NO. **NS12215**

The plans and specifications for the above project have been reviewed for compliance with the applicable FIRE SAFETY RULES.
The review does not reflect structural or engineering matters outside the matter of fire safety.
Field inspection approval will be required before occupancy.

☐ Approved ☒ Approved contingent upon compliance with following: ☐ Not approved for the reasons listed:

PLEASE REFERENCE OUR NUMBER **142693** ON FUTURE CORRESPONDENCE, ADDENDA, BLUEPRINTS, ETC., CONCERNING THIS PROJECT, AND NOTIFY ANY OTHER ARCHITECT/ENGINEER, COMPANY, SUB-CONTRACTOR, ETC. INVOLVED.

This review assumes Type IV (2HH) & Type V (000) construction and no sprinkler coverage. The scope of work includes a change of use from assembly to educational; add doors

The submitted documents have been reviewed for compliance with the 1999 School Fire Safety Rules, which by adoption, with amendments; include chapter 10 and all other applicable chapters of NFPA 101, Life Safety Code, 1997 edition.

1. In any building, whether necessitating a physical alteration or not, a change from one occupancy classification to another shall be permitted only if the building conforms with the requirements of the code for applying to new construction. Refer to Section 1-3.12 and Section 10-1.1.1(d).

2. All doors in the required two hour separation shall be minimum 90 minute “B” label in accordance with Section 6-2.3.2.3.1. **Special attention to doors 112C, 102C, 111A, 102B, 120A, 102B, 120C, and 122B; 90 minute rating required.**

3. Exiting for mezzanines shall be in compliance with Section 5-4.1.1. **Special attention to the mechanical mezzanine; a floor plan was not provided. Verify compliance.**

4. It shall be the duty of the principals and teachers to inspect all exit facilities daily in order to make sure that all stairways, doors and other exits are in proper condition. Refer to Section 10-7.2.1.

5. Separate all hazardous areas from the remainder of the facility with minimum one hour fire resistive construction including minimum “C” or 45 minute labeled fire door assemblies. Refer to Section 10-3.2.1. **Special attention to the mechanical room including door 110B.**

6. Penetrations of fire barriers shall be protected in accordance with Section 6-2.3.2.4. Please provide the field inspector with the UL design number or manufacturer’s data sheet for any through-penetration fire stopping.

7. Emergency lighting shall be provided in accordance with Section 10-2.9.

The Department of Licensing and Regulatory Affairs will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this agency.

Authority: PA207 of 1941, as amended
Completion: Required
Penalty: Misdemeanor

8. Emergency lighting shall be provided for all assembly use areas in accordance with Section 8-2.9.

9. **At the time of final inspection, the architect shall provide point by point calculations based on two foot centers for the required emergency lighting.**

10. Hardware will be field reviewed only.

    a. Information regarding proposed special locking arrangements as allowed under Section 10-2.2.2.3 shall be submitted for review and approval.

11. All finish materials shall meet the requirements of Section 10-3.3. Affidavits, when required due to the absence of an approved label, shall be provided to the inspector.

12. A complete mechanical review of this project was not done. All HVAC work shall be in compliance with the requirements of NFPA Pamphlets 90A or 90B, as applicable, the Michigan Mechanical Code, and in strict accordance with the manufacturer's installation instructions. Refer to Sections 10-5.2 and 7-2.1.

    a. Installation of ventilating or heat producing equipment shall be in accordance with NFPA 91 (Standard for the Installation of Blower and Exhaust Systems), NFPA 211 (Standard for Chimneys, Fireplaces and Vents), NFPA 31 (Standard for Oil Burning Equipment), NFPA 54 (National Fuel Gas Code), and NFPA 70 (National Electrical Code), as applicable. Refer to Section 7-2.2.

    b. Equipment using gas and related piping shall be installed in compliance with NFPA 54 and 58, as applicable. Refer to Section 7-1.1.

13. Evaluation of the required fire alarm system is not included in this review. **Submit shop drawings along with an application and $155 for review of this system in accordance with Act 144 of 1982. No final inspection will be scheduled prior to payment of all invoices.**

    a. No final inspection will be scheduled and no occupancy will be permitted prior to approval of all required shop drawings.

14. **Request for inspections (50% and final) shall be made by the architect of record or certified firm in writing to the Bureau of Fire Services, P.O. Box 30700, Lansing, Michigan 48909, faxed to 517-332-1427, or e-mail at BFSInspectionRequest@michigan.gov at least four weeks prior to the desired inspection date. Please provide the BFS project number, type of inspection requested, and contact information for the responsible party on the request for inspection. No final inspection will be scheduled prior to payment of all invoices. Refer to rule 5.**

15. If you have any specific questions regarding this review, please contact me at 517-241-1044. If you want to check the status of a project call our main line at 517-241-8847.

Adam Krouse
Plan Review Division

AK/ajm
cc: Plymouth Fire Department

FS-12A (1/15)
Department of Licensing and Regulatory Affairs
Bureau of Fire Services
P.O. Box 30700
Lansing, MI 48909
Phone: 517-241-8847

F.S. USE ONLY	F.S. PROJECT 142693
JOB NO.	CERT. NO. A-0183

PLAN REVIEW / DOCUMENTATION
FIRE ALARM SYSTEM INSTALLATION

Facility Name		Date of Plan Review
New School High – Risen Christ		9-25-15
Facility Address: Street, City, State, ZIP		County
46250 Ann Arbor Road, Plymouth, MI 48170		Wayne
Facility Type: School	System Type: Fire Alarm	System: ☒ New ☐ Modification
Project Description: Existing Fire Alarm System – Reviewed as New		
Architect/Engineer/Certified Firm		Telephone:
Pulsar Electronics, Inc.		734-281-2200
Address: Street, City, State, ZIP		Fax:
3540 Biddle Ave., Wyandotte, MI 48192		734-281-7294

☐ Approved ☒ Approved contingent upon compliance with the following: ☐ Not approved for the reasons listed below:

PLEASE REFERENCE OUR NUMBER 142693 ON FUTURE CORRESPONDENCE, ADDENDA, BLUEPRINTS, ETC., CONCERNING THIS PROJECT, AND NOTIFY ANY OTHER ARCHITECT/ENGINEER, COMPANY, SUB-CONTRACTOR, ETC. INVOLVED.

THE SUBMITTED DOCUMENTS HAVE BEEN REVIEWED FOR COMPLIANCE WITH THE 1999 SCHOOL FIRE SAFETY RULES.

OTHER LAWS AND STANDARDS TO BE CONSIDERED ARE PUBLIC ACT 144 OF 1982, PUBLIC ACT 217 OF 1956, PUBLIC ACT 230 OF 1972 AND NFPA PAMPHLETS 13, 70, 72, 90A, ETC.

1. This submittal has been reviewed solely for the existence and location of initiating and signaling devices to determine compliance with promulgated fire safety and/or recognized national standards. This report may contain specific reference to required ratings of visible notification appliances or other code-related ratings of fire alarm equipment when deemed necessary. It is the responsibility of the certified firm to assure compliance with all other applicable laws, codes, rules, and manufacturer's recommendations and component compatibility.

SYSTEM DOCUMENTATION

I certify the system has been installed in accordance with Sections 1 to 25 of 1941 PA 207, as amended (MCL 29.1 - 29.25) and R29.2801 to 29.2814 of the rules promulgated pursuant to the act.

Certified Firm & Address: Street, City, State, ZIP	Phone: / Fax:
Qualifying Person (type or print)	Signature & Date
Responsible Person (type or print)	Signature & Date

PLAN REVIEW DIVISION USE ONLY:

Amt. of Fee Rec'd.	Date Rec'd.	Check No.	Certification No.

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Authority: PA207 of 1941, as amended
Completion: Required
Penalty: Decertification of the firm

DISTRIBUTION

Firm: Return signed copy with $40 to the Plan Review Division at the address at the top of the form.
Plan Review Division: Retain original, copy to firm and building owner (after inspection by field office, they retain a copy, send original to the office).

2. Provide the Bureau of Fire Services field inspector with approval of the electrical installation from the Electrical Division of the Bureau of Construction Codes, or the inspection authority delegated by that office. Questions regarding electrical inspection jurisdiction should be directed to the Department of Licensing and Regulatory Affairs, Bureau of Construction Codes, Electrical Division at 517-241-9320.

3. Final field inspection approval of this project cannot be given until documentation of the fire alarm/fire detection system installation, as required by Act 144 of 1982, is received by the Bureau of Fire Services.

4. This report is the official review document for this system in determining compliance with the applicable fire safety rules and standards. The architectural plan review did not include this system.

5. This project was not reviewed for compliance with either the State Barrier Free Design Law or the Federal Americans with Disabilities Act requirements. Compliance with Act 1 of 1966, Barrier Free Design may be required. For these requirements, contact the Department of Licensing and Regulatory Affairs, Bureau of Construction Codes, Plan Review Division, 517-241-9328. For ADA requirements telephone 1-800-USA-ABLE.

6. By documenting this installation, the certified firm is certifying that it has verified that the audible signal levels are in compliance with Section 6-3 of NFPA 72, 1996.

7. Please note the requirements in Section 29 of Public Act 144 of 1982 and Rules 12 and 13 of the Administrative Rules for Systems Record Drawings. The submitted marked-up plans do not satisfy these requirements. The “as built” drawings are required to be maintained in your records and with the owner’s records.

8. If you have any questions concerning this plan review report please contact me at 517-373-6361.

Adam Dailide, Plan Reviewer
Plan Review Division

AD/xx
cc: Fire Department

INSPECTION REPORT
DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
BUREAU OF FIRE SERVICES
FIRE MARSHAL DIVISION

FACILITY NAME	INSPECTION DATE	COUNTY	PROJECT
New School High	November 13, 2015	Wayne	142693
ADDRESS	FACILITY TYPE	RULES/CODES	JOB/LIC/FAC. NO.
46250 Ann Arbor Road	School-Private	School/College 1999	N/A
CITY, STATE ZIP CODE	FACILITY REPRESENTATIVE		INSPECTION TYPE
Plymouth, MI 48170	Robert Doornbos		Follow-up
FACILITY PHONE	FACILITY FAX	FACILITY E-MAIL	
734-386-6601			

Re: New School Attached to Assembly Occupancy

A follow-up fire safety inspection was completed on this date. All deficiencies have been satisfactorily corrected.

cc:
New School High
Cynthia Burnstein
cburnstein@newschoolhigh.org

RMD Architects
rmdarch@att.net

Shaw Construction
tbarker@shawcm.com

Plymouth Community Fire Dept.

BCC

FIRE SAFETY CERTIFICATION	PROJECT STATUS	REVIEWED BY
Approved	Closed	
INSPECTING OFFICIAL	ADDRESS	3101 Technology Blvd., Suite H Lansing, MI 48910
Larry DeWachter, State Fire Marshal Inspector		
SIGNATURE OF OFFICIAL	TELEPHONE	(248) 888-8761
Lawrence DeWachter	FAX	(517) 332-1427
	E-MAIL	DewachterL@michigan.gov

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Authority: PA207 of 1941, as amended
Completion: Required
Penalty: Misdemeanor

BFS-40 (Rev. 1/07) **Distribution:** Architect, BFS Central/Field Office, BHS/DHS/DOC/DOE, Facility, Local Fire Department

CORRECTED COPY
CERTIFICATE OF USE AND OCCUPANCY

PERMANENT

Michigan Department of Licensing and Regulatory Affairs
Bureau of Construction Codes/Building Division
P. O. Box 30254
Lansing, MI 48909
(517) 241-9317

Building Permit No. B043347
Risen Christ Lutheran Church
46250 Ann Arbor Road
Plymouth, Michigan
Wayne County

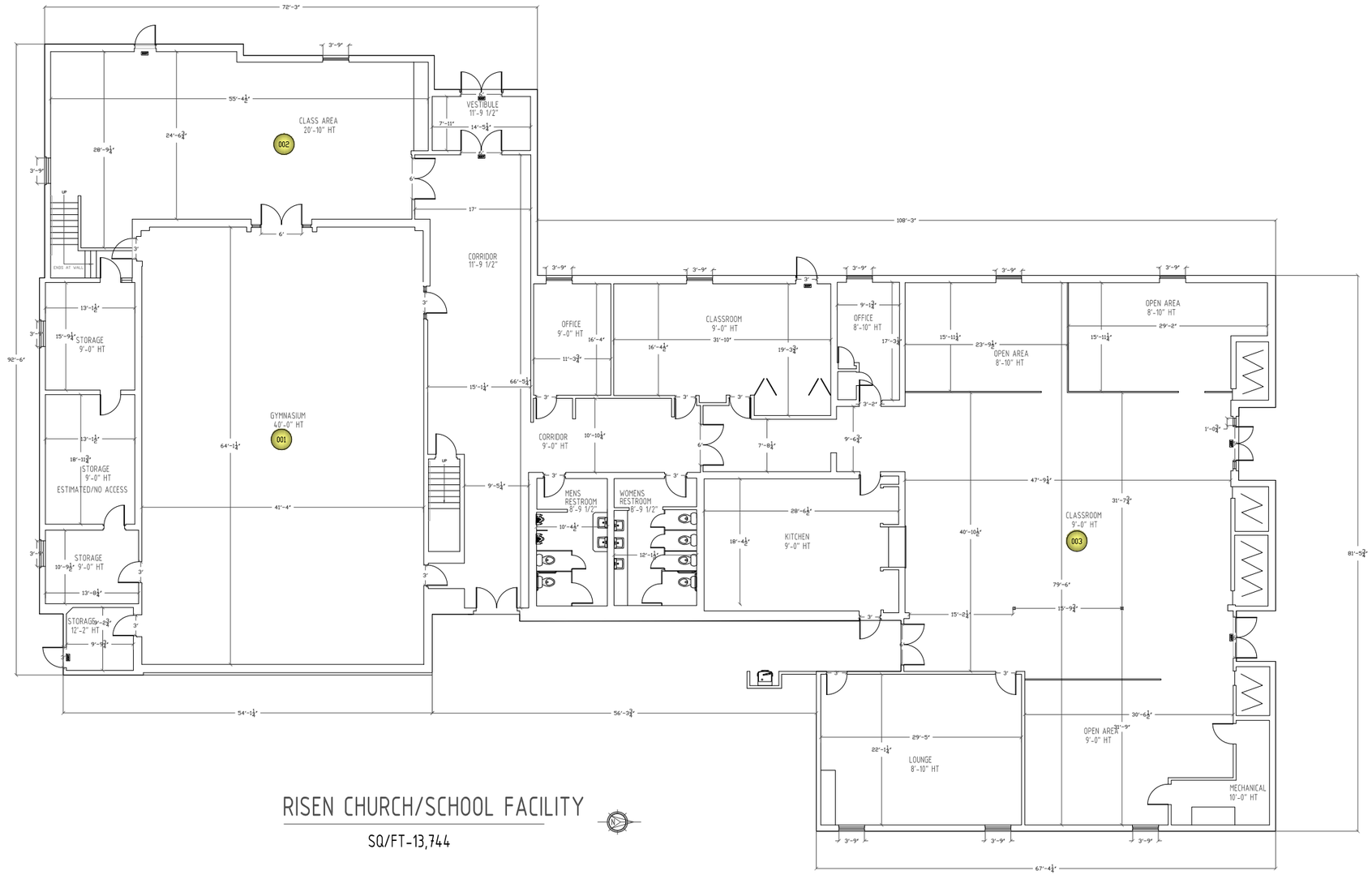
The above named building of Use Group E and Construction Type 5B is approved for use and occupancy.

THIS APPROVAL IS GRANTED UNDER THE AUTHORITY OF SECTIONS 13 OF ACT 230 OF THE PUBLIC ACTS OF 1972, AS AMENDED, BEING §125.1513 OF THE MICHIGAN COMPILED LAWS, AND, IN ACCORDANCE WITH SECTION 111.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.

Charles E. Curtis

Charles E. Curtis, Assistant Chief
Building Division

December 1, 2015



RISEN CHURCH/SCHOOL FACILITY

SQ/FT-13,744

SCALE
1/8"-1'

RMD ARCHITECTS
1744 Marne Estates Dr
Marne, MI 49435

LNE LLC
Architectural Surveying Group
Grand Rapids, Michigan

All plan developed by LNE will need an Architect seal of approval stamp before starting any construction. All plans will have a specific surveyors initials and a blue ink signature on them. Any plans found to be without these is copyrighted. All information should be disregarded unless verified by the professional of original print whose signature appears below.

Copyright Protected 2012
LNE Architectural Surveying Group
Grand Rapids, Michigan

Risen Christ Lutheran Church
46250 Ann Arbor Rd W
Plymouth, MI 48170

CONTACT INFO:
O: 616-288-6326
C: 616-540-3006
tevers@lnesurveys.com
www.lnesurveys.com

ISSUE DATE: 1.14.2015
PROJECT NUMBER: 532
DRAWN BY: TEVERS

SHEET NO:
MAIN FLOOR

Schedule 6: Physical Plant Description

Narrative Description

New School High is housed in the educational wing of the Risen Christ Lutheran Church, 26250 West Ann Arbor Road, Plymouth MI 48170. The church occupies a spacious, beautifully landscaped site on the northeast corner of Ann Arbor and McClumpha Roads. The grounds include parking for over 100 vehicles on the east, west, and south sides of the building, and a green space and woodlands behind the building to the north. The entire building has been well maintained inside and out.

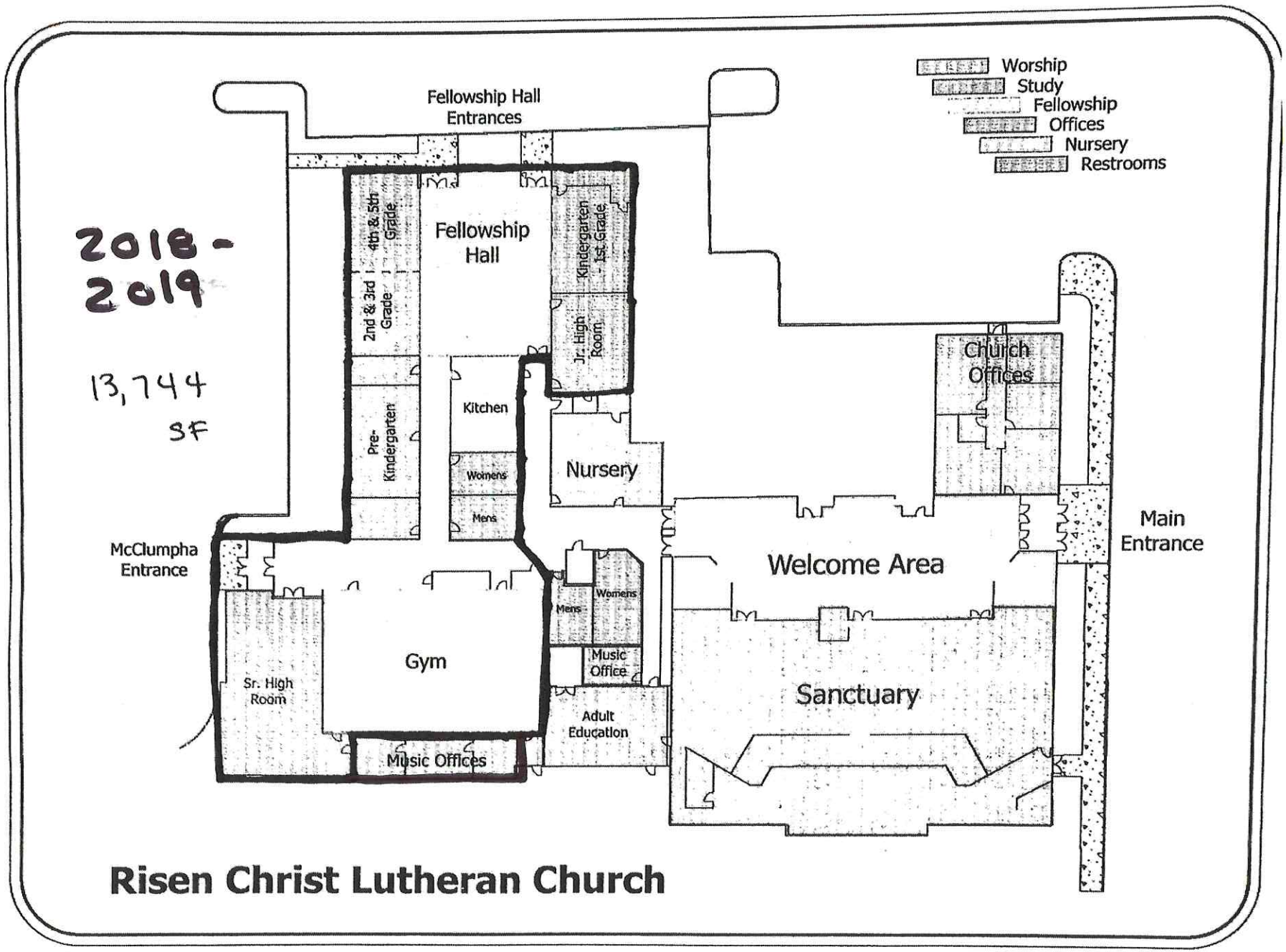
The ground-floor educational wing on the west side of the building occupied by New School High includes the pre-kindergarten room, kindergarten/first grade room, second/third grade room, fourth/fifth grade room, junior high room, senior high room, gymnasium, two offices off the main hallway, men's and women's restrooms, three offices on the south side of the building, and the fellowship hall space. There are windows and natural light in all classrooms and the school space has three entrances/exits with handicap access. There is direct access to the outside from every classroom and the gymnasium through security doors.

Local school district

Plymouth-Canton Community Schools

Intermediate School District:

Wayne County ISD


Worship
Study
Fellowship
Offices
Nursery
Restrooms
2018-
2019
13,744
SF
Fellowship Hall
Entrances
Fellowship Hall
4th & 5th Grade
2nd & 3rd Grade
Kindergarten - 1st Grade
Jr. High Room
Pre-Kindergarten
Kitchen
Womens
Mens
Nursery
Church Offices
McClumpha Entrance
Welcome Area
Main Entrance
Womens
Mens
Music Office
Gym
Sr. High Room
Sanctuary
Adult Education
Music Offices
Risen Christ Lutheran Church

LEASE

The Lease.

1. This Lease Agreement (hereinafter "Lease") is executed on May 30, 2018 with an effective date of July 1, 2018.

2. The Lessor is The Lutheran Church of Risen Christ (hereinafter "Landlord or Church"). Any notice required or to be sent to Landlord under this Lease may be sent by first class mail addressed to Congregation President, The Lutheran Church of Risen Christ, at 46250 Ann Arbor Road West, Plymouth Michigan 48170.

3. This Lease sometimes states rights and obligations of The Lutheran Church of Risen Christ (hereinafter "The Church").

4. The Lessee is New School High (hereinafter "Tenant") a public school academy, under MCL 380.501, *et. seq.* and other pertinent laws. Any notice required or permitted to be sent to New School High under this Lease may be sent by first class mail addressed to New School High, 46250 Ann Arbor Road, Plymouth, MI 48170 with a copy to Mr. Errol Goldman, General Counsel, 5253 W. Lakeview Drive, Pentwater, MI 49449.

5. The property being leased is a portion approximately 50% of The Lutheran Church of Risen Christ (the "Premises") located at 46250 Ann Arbor Road West, Plymouth Michigan 48170. The rental period anticipates the presence of students who will typically be in class from 7:30 AM – 4:00 PM Monday through Friday from September 1 – June 15 each year. Staff will typically report prior to and remain after the student starting and ending times each day. Teaching staff will not report more than two weeks prior to or two weeks following those dates however, administrative staff, in cooperation with the Landlord, may report prior to and after the dates indicated. In addition, meetings of the Board of Directors and Parent Advisory meetings may also be held, usually monthly, as needed in the evening and during the summer. The square footage to be rented is approximately 15,500 square feet plus access to the site, wooded areas on the site, the areas outside the building, including the basketball area and parking lot and three additional storage/office rooms adjacent to the south side of the gymnasium (see school layout). The specific portions of the Premises are identified in Exhibit A (floorplan).

6. The Term of this successor Lease is for one (1) year with options for up to four (4) annual renewals of one year each. The first year, from July 1, 2018 through June 30, 2019 is to coincide with the current Charter Contract. In addition and subject to a Charter contract renewal from its authorizer, Central Michigan University, the Lease may be renewed by Tenant upon written notification by Tenant to Landlord no later than February 1st of any given year, for an additional one (1) year period, beginning in July 1st of that year through June 30th of the following year. The February 1 date will not apply during any year that Tenant's Charter from its Authorizer is to be reviewed for renewal/extension or replacement in which case the notice requirement for the Lease option shall be April 1 for those year(s). The 2022-23 school year would be the last possible annual renewal of this Lease.

7. If for any reason whatsoever a Charter Contract is not awarded to Tenant or the Charter Contract is terminated or is not renewed or extended, prior to the expiration of the Term hereof, then this Lease shall terminate simultaneously with such termination, non-renewal, non-extension, as the case may be. Tenant may request in writing from Landlord, approval of which shall not be unreasonably withheld, to hold over for up to an additional two (2) months to dissolve the Academy. In the event that the Tenant 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 Section 10.4 of the Contract Terms and Conditions, and such closure of an Academy site or reconstitution causes an amendment to or termination of this Lease Agreement, the parties agree that this Lease Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Tenant, and the Landlord shall have no recourse against the Tenant or the University Board for implementing such site closure or reconstitution.

Use and Quiet Enjoyment.

8. Under this Lease, New School High may use the indicated portions of the building for academic instruction of ninth through twelfth grade students, and may use the building for activities that are typically associated with a public school, such as, by way of illustration and not limitation, academic instruction, music, drama, student club meetings, testing and parent meetings/conferences.

9. In the use described in the preceding paragraph, New School High will enjoy the right of quiet enjoyment.

10. Upon approval of the Landlord, which approval must not be unreasonably withheld, New School High may install and maintain on the adjacent ground reasonable signs that comply with applicable laws, ordinances and it's Charter. These signs will be installed and maintained at the expense of New School High.

11. The Landlord understands and accepts that New School High is a public school academy teaching a public school academic curriculum, and that the Landlord has no role in determining the content of the instruction being provided to the students of New School High. Tenant shall provide Landlord a schedule of its regularly scheduled Board meetings for the school upon adoption by the Board.

Conditions Precedent.

12. Landlord and Tenant acknowledge and agree that this Lease is contingent upon the occurrence of the following conditions identified in Paragraphs 13 and 14. Should any one of these conditions not occur, this Lease shall not become effective.

13. This Lease is not binding upon either party unless and until the authorizing body and the Tenant execute a contract to charter the Tenant.

14. Tenant shall be responsible for the cost of any upgrades which may be required to renew or maintain its certificate of occupancy, permits, or approvals consistent with any changes or revisions to the laws of the State of Michigan related to operation of a public school academy.

Lease Payments.

15. New School High will pay an annual rent, payable in monthly installments from July 1, 2018 through June 30, 2019, and for every renewal option exercised by Tenant, as follows:

a. ten percent (10%) of the State of Michigan general fund per student allocation based on full time equivalent students per year with the number to be determined by the count taken on the Fall official count date each year as designated by the School Code

b. If subsequent options are exercised by Tenant, the monthly payments will be paid over the period July 1, 2018 - June 30, 2019 and so on with the current year rate being paid until the following Fall 2019 count is taken and then the monthly rate will be adjusted over the remainder of that school year and paid over the remaining eight (8) months (November - June 30 and so on for each successive year).

c. The minimum student count on which rent shall be paid for the 2018-19 school year or any Tenant exercised yearly option shall not be less than forty (40) students, regardless of the actual number of enrolled students.

16. The most current State per student foundation rate and the most current student count established each October will be provided to Landlord from the Tenant and will be used to invoice the Tenant monthly. Tenant shall provide to Landlord documentation of its student foundation amount and student FTE count from the State of Michigan within seven (7) days of receipt so the adjustments in the lease rate may be calculated. Reconciliation of the State funding provided to Tenant, to what the Landlord has actually billed and collected, shall be provided to Tenant within fifteen (15) calendar days and, upon concurrence, the difference between what was being paid and the recalculated amount will be prorated over the remaining eight (8) months of the annual lease.

Taxes and Assessments

17. Because of the religious and educational natures of the parties and the intended use of the building, it is not anticipated that any property taxes will be owed on the leased property. However, in the event any personal or real property taxes are assessed and due as result of Tenant's occupancy or activity, during the period of this Lease, on the Premises used by the Tenant, one hundred percent (100%) of such property taxes will be paid by Tenant. Tenant reserves the right to contest any property taxes and to seek clarification to determine whether the

personal and/or property taxes are the result of Tenant's leasing of the Premises. If it is determined that the personal/property taxes are not the result of Tenant's leasing of the Premises, Tenant shall not be liable for the taxes.

If any special property tax assessments are due on the Premises, as result of Tenant's activity or occupancy, during the period of this Lease, such assessments will be paid by New School High.

Utilities

18. Tenant will pay forty percent (40%) of the charges for electricity, natural gas, water and sewage that arise from operation of the Premises for the months September – June with no payment required for July or August each year. New School High and Risen Christ Church will take reasonable measures to conserve resources and avoid waste.

19. Tenant will pay its portion of the charges specifically related to telephone service, cable or satellite television, internet service or any form of electronic communication to or from the building for its use.

20. The Church will pay a rubbish hauling service to place and regularly empty a container for the trash and garbage that are generated through the operation of the building.

Insurance.

21. Landlord and Tenant will each obtain, or provide through a program of self-insurance, general liability insurance protection in an amount not less than one million dollars ($1,000,000.00) per occurrence.

22. Landlord will obtain, or provide through a program of self-insurance, property insurance protection in an amount sufficient to replace the building and fixtures.

23. Tenant will obtain, or provide through a program of self-insurance, property insurance protection in an amount sufficient to replace the personal property kept by the Tenant in the building.

24. Either party may request the other to produce written documentation of the insurance protection specified in this Lease.

Parking Lot and Grounds.

25. During the period of this Lease, the administration, faculty, volunteers, students, and visitors of Tenant may use the parking lot of the Premises. Tenant shall not install any fixtures, outdoor seating, or signage in the parking lot without prior approval from the Landlord but this limitation shall not apply to currently approved signage and the American flag holder and the school flag holder.

26. The Church will maintain the parking lot consistent with this Lease.

27. The parties agree that Tenant will provide $200 per month for the months of December through March each year towards the cost of snow plowing of the sidewalks, driveways and parking areas. This will be done in accordance with the needs of the Tenant including having the areas cleared for school by the set time in the morning and will include sidewalks and parking areas to enable parents to drop of their students and students to enter the area by the opening of school each day. If an issue arises, the parties agree to meet to discuss and attempt to resolve the matter. If a second issue arises, either party may terminate this joint snowplowing provision and each party will then provide their own snowplowing services for their respective needs at their own cost.

28. The Church will mow the lawn, and maintain a reasonably attractive appearance for the grass, trees, hedges, and other vegetation.

29. The Church and Tenant are jointly responsible for the prompt removal of any litter or trash that lies on the parking lot, the lawn, or the grounds surrounding the building. The Church and Tenant agree in principle that each will keep its litter and trash to a minimum, and that each will remove its own litter and trash. The Church and Tenant further agree that this is an area in which there is a particular need for good communication and cooperation.

Damage to the Premises.

30. Tenant is responsible for the prompt repair and restoration of the interior or the exterior of the building whenever damage of any kind is reasonably known to have been caused by Tenant or any of its volunteers, students or agents. This paragraph does not oblige Tenant to repair or restore the effects of ordinary use, including accidental minor breakage. Landlord will be notified of any issues that may arise to determine the most appropriate person and/or means of repair. Tenant agrees that appropriate shoes will be worn in the gymnasium. In order to address any damage to the facility, Tenant agrees to pay Three Thousand Dollars ($3,000.00) as payment at the end of each lease and/or lease extension associated with this Lease for any and all damage, cleaning and/or requisite carpet replacement/repair. Landlord agrees to maintain the carpets in good and clean repair including having carpets cleaned once a year. In addition, Landlord is responsible for reasonably prompt repair caused by other users of the facility that is also used by Tenant. This includes, but is not limited to the gymnasium and other areas set forth in Exhibit A.

31. The Church is responsible for the prompt repair and restoration of the building whenever there has been significant damage that was not caused by Tenant or any of its volunteers, students, employees or agents, or whenever there has been damage caused by unknown vandals. Although, as noted elsewhere in the Lease, The Church is responsible for custodial services, this paragraph does not oblige The Church to repair or restore the effects of ordinary use.

Improvements.

32. Landlord is responsible for the cost of permanent structural repairs. These include expenses related to the boiler, pipes, valves, radiators, air ducts, floors, ceilings, interior and exterior walls, and roof.

33. Tenant is responsible for the cost of non-structural improvements that it chooses to make in the building. Such alterations may be made only with the permission of Landlord and proposed modifications (e.g. replacing applicable windows with doors, etc.) have been reviewed and approved by Landlord. Landlord may not withhold permission unreasonably. If a non-structural improvement, such as enhanced wiring for electronic communication, requires changes to the floors, ceilings, or walls, those expenses are borne by the Tenant.

34. Tenant will keep the property free of any lien arising from work performed on, or materials supplied to, the property, or arising from any obligation of the Tenant. To the extent permitted by law, Tenant will indemnify Landlord for reasonable expenses incurred by Landlord, including defense costs and any award of damages, arising from any lien described in this paragraph.

Maintenance and Custodial.

35. Throughout the period of this Lease, Landlord will provide Tenant with a building that is structurally sound and in compliance with applicable laws, ordinances, and codes to secure a certificate of occupancy for the operation of a public school academy.

36. The Church will provide maintenance services for the interior and the exterior of the Premises, including the parking lot. Specifically, The Church is responsible for maintenance for the building and fixtures (e.g., boiler/furnace, pipes, valves, radiators, water heater, air ducts, air conditioning, floors, plumbing, electrical fixtures, ceiling, interior and exterior walls, exterior brickwork, exterior painting, and roof). The Church will promptly make any repairs after being informed in writing by Tenant. Tenant will be responsible for the cost of repair of the retractable walls if they are regularly moved by Tenant for classroom purposes.

37. Tenant will, itself or through contracted services, provide custodial services including the option, upon mutual agreement between the parties, of using custodial services provided by the Landlord. Custodial closets will remain locked whenever students are in the Premises.

38. Tenant itself or through contracted services, will remove all trash and garbage from the Premises, empty all trash containers (replacing liners as appropriate), sweep and damp-mop all hard-surface floors and stairways, vacuum all carpeted floors and stairways, and thoroughly clean all bathrooms (cleaning and disinfecting counters; filling paper-towel and bathroom-tissue dispensers; and spot-cleaning walls, stalls, and mirrors) and food preparation areas if used by Tenant. Horizontal surfaces will be dusted at least weekly.

39. The Church and Tenant will jointly decide what sort of security system will be in place in the building, and each will have the master keys and codes to enter all rooms and areas of the building being leased if requested. The Church understands that Tenant will maintain

confidential educational information regarding its students, and The Church will make all reasonable efforts not to compromise that confidentiality.

40. Tenant will lock the doors of the building and set the alarms at the end of each day, if applicable, when it secures the building unless otherwise arranged with The Church.

Indemnification.

41. To the extent permitted by law and applicable insurance, Landlord will indemnify Tenant for reasonable expenses incurred by Tenant, including defense costs and any award of damages, arising from a claim by a third party that the third party was injured or harmed by actions or omissions of Landlord or any of its employees, volunteers or agents.

42. To the extent permitted by law and applicable insurance, Tenant will indemnify Landlord for reasonable expenses incurred by Landlord, including defense costs and any award of damages, arising from a claim by a third party that the third party was injured or harmed by actions or omissions of Tenant or any of its employees, volunteers, students or agents.

Condemnation.

43. In the event that the building is taken in whole or in part by a governmental body exercising its power of eminent domain, the Lease is ended immediately. The parties agree that an attempt will be made to provide for an orderly transition of Tenant to another site. Any compensation or other proceeds from the taking will be the property of Landlord.

Compliance with Law.

44. Tenant warrants that it is fully licensed to operate a Michigan charter school, and is in conformance with all pertinent provisions of Michigan law.

45. Tenant and Landlord will conduct their respective affairs in conformance with law, including any applicable statute, ordinance, administrative regulation, or judicial or administrative order.

46. Tenant, because it is operating a school in the building, will take all steps required by the Asbestos hazard Emergency Response Act (AHERA), and its regulations published in the Code of Federal Regulations, Chapter 40, Part 763, Subpart E.

Transfer of Interest.

47. Neither Tenant nor Landlord may transfer its interest in this Lease, by sale, sublease or any other means.

48. Tenant will not, by action or omission, cause the leased property to be encumbered by any lien.

49. A breach of Paragraph 45 will permit the non-breaching party to terminate this Lease after providing 15 days notice and the offending party fails to rectify the matter within 10 days of receipt of said notice.

50. **Attornment.** If the interests of Landlord under the Lease are transferred because of foreclosure, a deed in lieu of foreclosure, or other proceedings to enforce the Mortgage, the Lease shall not be terminated; Tenant's use, possession, or enjoyment of the Property shall not be interfered with; and the leasehold estate granted by the Lease and Tenant's obligations under the Lease shall not be affected in any other manner. Tenant agrees, from and after such an event, to attorn and be bound under all of the terms, covenants, and conditions of the Lease to the person acquiring the interest of Landlord as a result of any such action or proceeding and its successors and assigns (Purchaser) and agrees that all of Tenant's rights and obligations under the Lease shall continue as though the interest of Landlord has not been transferred or the foreclosure or other proceedings had not been brought. The attornment shall be effective and self-operating, without the execution of any further instruments or documents, but Tenant agrees to sign and deliver to Lender any instrument reasonably requested by Purchaser to evidence the attornment. On the attornment, the respective rights and obligations of Tenant and Purchaser for the remaining term of the Lease shall be the same as set forth in the Lease, except as expressly amended by the terms of this Agreement.

Amendment and Renewal.

51. This Lease is the entire agreement between the parties. No oral or side agreements are effective. Failure to enforce strictly the terms of this Lease is not an amendment of the Lease, and does not prevent a party from later seeking to enforce strictly the terms of this Lease. No provision shall be deemed to have been waived or modified unless such waiver or modification shall be in writing and signed by the parties.

52. This Lease may be amended at any time, in writing, signed by both parties.

53. This Lease may be terminated immediately, without penalty, by the Tenant if Tenant's Charter Contract is terminated.

Dispute Prevention and Resolution.

54. Tenant and Landlord pledge good communication during the period of this Lease. At convenient intervals, the Tenant and The Church will provide each other with schedules of planned activities.

55. In the event a dispute arises under the terms of this Lease, the parties will first seek to resolve the matter informally. If the parties cannot resolve the issue informally, they will participate in a facilitated mediation, directed by a mutually satisfactory person, before taking any further legal action.

56. If a dispute arising under this Lease cannot be resolved informally or through mediation, may be taken to a mutually satisfactory arbitrator who will conduct an arbitration using, by reference, the rules of the American Arbitration Association. The arbitrator will apply the substantive law of Michigan. Any arbitration award may be enforced by a court of competent jurisdiction.

Default By Tenant

57. Default. The occurrence of any of the following shall constitute an event of default:

(a) Failure of Tenant to pay to Landlord monies owed to Landlord within thirty (30) days of receipt of written notice from Landlord to Tenant.

(b) Failure to maintain insurance coverage as set forth in this Lease for any period of time or failure to provide Landlord with copies of Tenant's Insurance Policies as set forth herein within thirty (30) business days of demand.

(c) Failure by Tenant in the performance or compliance with any of the terms, covenants or agreements to be performed under this Lease within thirty (30) days of receipt of written notice from Landlord to Tenant. If this alleged default is disputed, the parties may take said issue to mediation and/or arbitration upon request of either party.

(d) Abandonment, vacation or desertion of the Leased Premises.

58. Except as indicated by 57 c) above, curing of Tenant's Default. Notwithstanding anything herein contained to the contrary, if Tenant shall be in default in the performance of any of the terms or provisions of this Lease and Landlord gives notice in writing to Tenant of such default specifying the nature thereof, as may be required by law, and Tenant fails to cure the default within the time provided or immediately if an emergency exists, then Landlord may, in addition to its other remedies, cure such default at the cost and expense of Tenant and the sums so expended by Landlord shall be deemed to be additional rent and shall be paid by Tenant on the day when rent shall next become due.

59. Surrender of Premises, Holding Over, Successors.

(a) Surrender of Leased Premises. On or before the expiration of this Lease or earlier termination of the tenancy of Tenant, and subject to the provisions of paragraph Seven (7) of this lease, Tenant shall surrender to Landlord the Leased Premises, broom clean, and all of Tenant's alterations, additions, improvements and fixtures in good order and condition (excepting reasonable wear and tear), except for alterations, additions, improvements or fixtures that Tenant has the right to remove or is obligated to remove. Tenant shall remove all its trade fixtures and

other removable personal property and perform all repairs made necessary by the removal of any such alterations, additions, improvements, fixtures or other property within the same time periods. All such property which is not so removed within such period shall be deemed to have been abandoned by Tenant, may be retained by Landlord as its property or removed and disposed of in such manner as Landlord may see fit, and Tenant shall be liable to Landlord for any and all costs and expenses incurred in connection with any such removal and disposal, including court costs, reasonable attorneys' fees and storage charges for such property. If Tenant fails to surrender the Leased Premises to Landlord on the expiration of this Lease or earlier termination of the tenancy of Tenant, Tenant shall hold Landlord harmless from all damages resulting from Tenant's failure to surrender the Leased Premises. Parties hereby agree that up to an additional two (2) months will be permitted to vacate the Premises following termination of student attendance. Tenant will be responsible for payment of rent and utilities for those additional two (2) months based on the terms of the Lease in effect at the time of the termination of the Lease. .

(b) Holding Over. Any holding over after the expiration of the term of this Lease by Tenant, with the written consent of Landlord, shall be construed to be a tenancy from month to month upon the same terms and conditions herein set forth at the expiration of the immediately preceding term, or as otherwise notified by Landlord. In the event a month-to-month tenancy is created pursuant to this paragraph, either party must give at least thirty (30) days advance written notice in order to terminate the tenancy.

(c) Successors. Except as otherwise set forth herein, all rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective heirs, executors, administrators, successors and assigns of the said parties. No rights, however, shall inure to the benefit of any assignee of Tenant unless the assignment to such assignee has been approved by Landlord in writing.

Default of Landlord

60. Default. The occurrence of any of the following shall constitute an event of default:

(a) Failure of Landlord to make appropriate repairs subject to the terms of this lease, to the Premises that would prevent Tenant from operating as a public school academy.

(b) Failure to maintain insurance coverage as set forth in this Lease for any period of time or failure to provide Tenant with copies of Landlord's Insurance Policies as set forth herein within thirty (30) business days of demand.

(c) Failure by Landlord in the performance or compliance with any of the terms, covenants or agreements to be performed under this Lease within thirty (30) days of receipt of written notice from Tenant to Landlord. If this alleged default is disputed, the parties may take said issue to mediation and/or arbitration upon request of either party.

61. Except as indicated by 60 c) above, curing of Landlord's Default. Notwithstanding anything herein contained to the contrary, if Landlord shall be in default in the performance of any of the terms or provisions of this Lease and Landlord is given notice in writing of such

default specifying the nature thereof, as may be required by law, and Landlord fails to cure the default within the time provided or immediately if an emergency exists, then Tenant may, in addition to its other remedies, cure such default at the cost and expense of Landlord and the sums so expended by Tenant shall be deemed to be additional rent and shall be deducted from the monthly rent(s) due by Tenant on the day when rent(s) shall next become due. The parties acknowledge that prior to either party taking unilateral action, ongoing communication/notification will be provided and the parties agree to work together, to the extent possible, to resolve any outstanding issues.

Miscellaneous Provisions

62. The invalidity or unenforceability of any provision of this Lease shall not affect or impair the validity of any other provision.

63. The persons signing this Lease on behalf of the Landlord and on behalf of Tenant warrant that they are authorized signatories. The parties agree that the persons signing this Lease have actual or apparent authority to sign this Lease.

IN WITNESS WHEREOF, the parties have signed this Lease Agreement as of the 30 day of May, 2018.

NEW SCHOOL HIGH

[redacted]

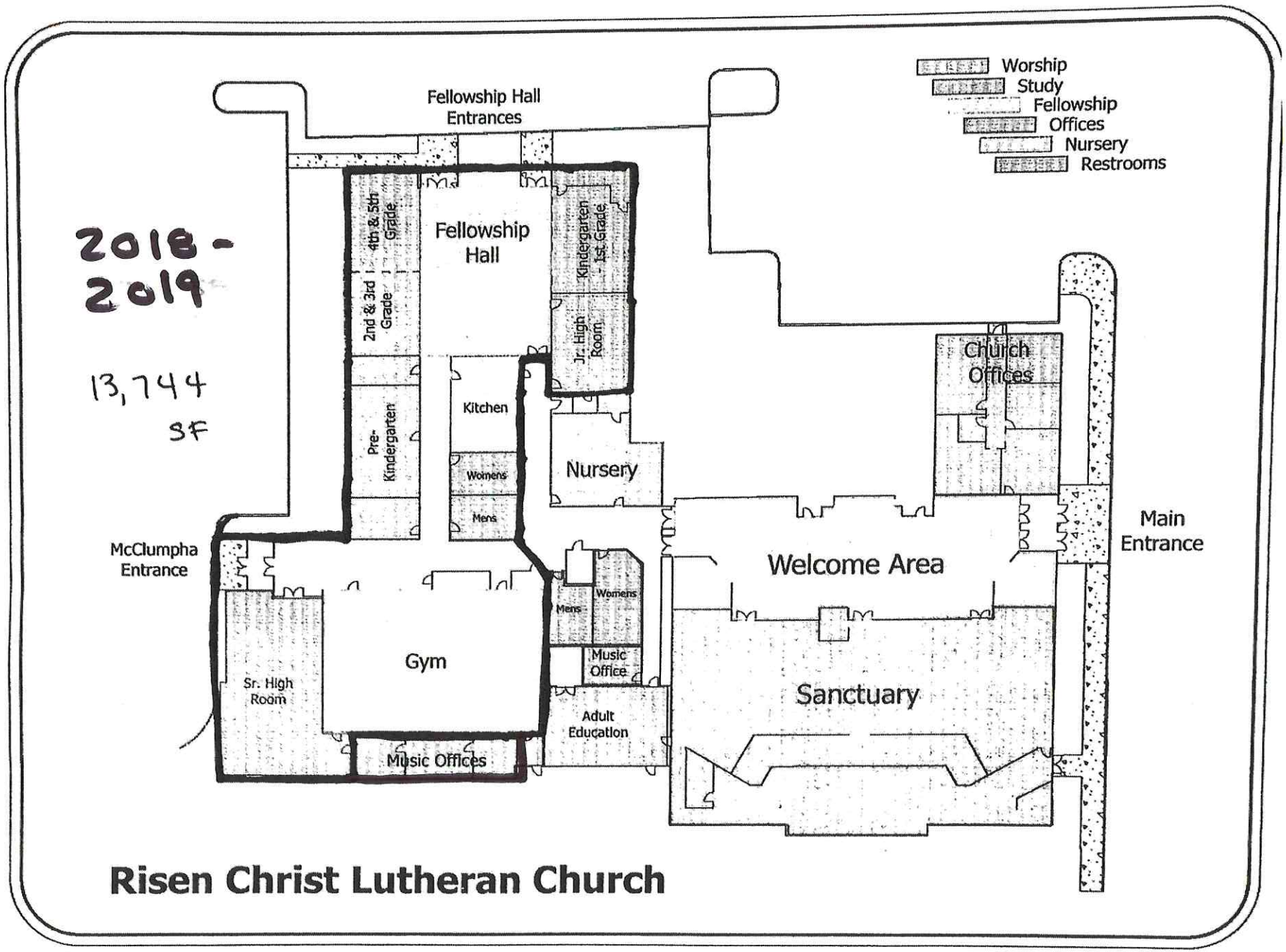
Signature
Name: ~~Joann Lamar~~ Samuel Bairesi
Its: ~~President~~ Treasurer

April 13, 2018

THE LUTHERAN CHURCH OF RISEN CHRIST

[redacted]

Signature
Name: GEORGE F. EBERLEIN
Its: Congregation President


Worship
Study
Fellowship
Offices
Nursery
Restrooms
2018-
2019
13,744
SF
Fellowship Hall
Entrances
Fellowship Hall
4th & 5th Grade
2nd & 3rd Grade
Kindergarten - 1st Grade
Jr. High Room
Pre-Kindergarten
Kitchen
Womens
Mens
Nursery
Church Offices
McClumpha Entrance
Welcome Area
Main Entrance
Womens
Mens
Music Office
Gym
Sr. High Room
Sanctuary
Adult Education
Music Offices
Risen Christ Lutheran Church

GROWING through GOD's Blessings

Risen Christ LUTHERAN CHURCH

April 29, 2019

Cynthia Burnstein
New School High
Ph: 734-386-6601
Email: cburnstein@newschoolhigh.org

Dear Cyndi,
On behalf of the Risen Christ New School High committee and the Church council, I am writing to confirm the lease between Risen Christ Lutheran Church and New School High has been approved for an additional year (1) through June 30, 2020 consistent with the lease agreement.

Sincerely,

[redacted]

George Eberlein
President
Risen Christ Lutheran Church

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.

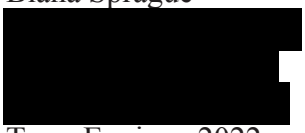
The Academy is incorporated as a Michigan nonprofit corporation, organized on a non-stock, directorship basis for the purpose of operating as a Michigan public school academy. The Academy shall conduct its affairs as a governmental entity exempt from federal income taxes under Section 115 of the United 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.

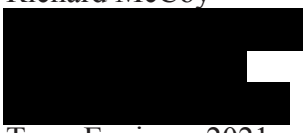
The Academy Board shall have at least five (5), but no more than nine (9) members, as determined by the University Board. Academy Board members shall be appointed according to the terms of the Method of Selection, Appointment and Removal Resolution adopted by the University Board. The Academy Board has 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 New School High Board members currently serving will continue as New School High Board members under this renewal contract. Nominations and appointments of subsequent New School High 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 New School High Board members are as follows:

Biana Sprague

Term Expires: 2022

Richard McCoy

Term Expires: 2021

Term Expires: 2022

Term Expires: 2022

Carey Gary

Term Expires: 2021

SECTION b

Educational Goals

Educational Goals – Section 7b (Grades 9 – 12)

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

Measure 1: Performance Relative to State Accountability System

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

Measure 2: Student Growth

Grade(s)	Goal	Metric
Grades 9 - 10	Year over year the percentage of students meeting/exceeding college/career readiness targets will increase. Students are expected to demonstrate growth towards meeting/exceeding college/career readiness targets.	Spring-to-Spring subject scores on the state selected college entrance suite of assessment(s). Growth Period: 9th – 10th grade Growth Period: 10th – 11th grade

Measure 3: Student Achievement

Grade	Goal	Metric
Grade 11	Students enrolled at the Academy for three or more years will on average meet/exceed college and career readiness targets. Students will outperform an identified academic peer group.	State assigned college entrance exam.

Measure 4: Graduation Rate

- Students enrolled at the Academy will graduate from the Academy at a rate higher than the state and national average.

Measure 4: Mission-Specific Goals

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

SECTION c

Educational Programs

new school high

EDUCATIONAL PROGRAM

Vision: Shaping the future through knowledge, creativity, character, and community

Mission: The New School is committed to academic excellence, creativity, community engagement and the nurturing and development of compassionate and responsible human beings through a personalized liberal arts education led by master teachers and enhanced by the resources of the community.

Educational Goals: Academic excellence, creativity, citizenship and responsibility

- **Academic Excellence** MI School Data for 2017-18 reports that New School High students outperformed students in similar schools in ELA, Math, and Social Studies. 50% of New School High Students met state academic standards (scoring "proficient" or "advanced") on state tests (M-Step, Mi-Access, SAT) compared to 39% of students in similar schools and 40% of students in Michigan. In Social Studies, 65% of NSH students met state academic standards compared to just 32% of students in Michigan. Achieving high levels of academic achievement is the reason for the academy's existence: 1) All academy students will meet or exceed the standard for college readiness. (2) All students graduating from the academy will be enrolled in a post-secondary education program within one year of graduation. In addition to meeting the requirements of the Michigan Merit Curriculum and achieving proficiency in Common Core, Next Generation Science Standards, and Michigan HSCE standards, every student will be encouraged to complete an original, high-quality service learning, internship, research or creative senior project. This will be measured by teacher assessments of student work based on a rigorous, standard rubric.

- **Creativity** Curriculum is based on learning standards (CCSS, NGSS, HSCE). At NSH, students learn to work closely with the standards in grades 9 and 10, when they learn how to document their proficiency. In their Technology classes, they select the standards they wish to address and decide how they will demonstrate their knowledge and skill. In addition, our student data system, JumpRope, reports progress based on the standards. Our expectation is that by the time our students are in grades 11-12, they are comfortable directing their own learning based on their knowledge and use of the content standards. The culmination is the development of independent study courses, which are designed by the student with the input of the content area teacher. These courses are intended to address the interests and goals of the individual student. In the 2018-19 school year, five students designed independent study courses on various aspects of film analysis and production. Others undertook independent study courses in automotive design, poetry, psychology, law, stagecraft, and computer coding.

- **Citizenship and Responsibility** Development and demonstration of positive character traits are essential to the academy environment and future success for academy students as citizens, workers, and parents. All members of the school community will honor the traditions, values, and perspectives of all individuals, and respect differences in gender, race, religion, socioeconomic status, sexual orientation, age, ethnicity, and ability. Accordingly, all academy students will have a portfolio record of growth towards positive citizenship as measured self-evaluations and the assessments of staff.

- **Community Support** Schools exist within the context of their local, national, and global communities; as such, they have a responsibility to engage in relationships with these communities. New School High will continue to develop strong, ongoing partnerships with the institutions, businesses, and service organizations of the local community for their mutual benefit. One of New School High's strongest partnerships is with Community Financial Credit Union. A monthly school branch office has been in effect since the school opened in 2015. Students serve as tellers and process account transactions. CFCU has sponsored our Economics and Personal Finance teams, presented programs on credit, loans, and savings, conducted practice interviews for every NSH student to prepare for summer employment, and provided financial support through its Summer of Sharing program. NSH has also worked with the United Way in its Make A Difference Day, and the Plymouth Community Chamber of Commerce for holiday events. Our First Robotics team has sponsorships from Ford Motor, Clips and Clamps, Awtec, and other local technology firms. Individual students work with mentors in their field of interest for help with college and career planning, project-based learning, independent study courses, and senior capstone projects. The three major State universities and several community colleges in close proximity allow staff and students access to experts in every academic field. Additionally, an important source of information is the vibrant network of adults in the business, medical, law enforcement, and public service domains, which regularly present at school assemblies on topics of interest. With the help and support of all school stakeholders, identifying and developing these community resources is a high priority for school staff.

INSTRUCTIONAL DESIGN AND PHILOSOPHY

New School High offers a very different experience than any other school that serves the community. Because relationships and trust are the foundations necessary for learning, each of our 82 students is well known by every adult, and every teacher teaches every child. Structures that promote relationships and community are an intentional and integral part of the school schedule. The first day of school begins with a Family Welcome breakfast, staff introductions, and expectations. Every school day begins with Morning Meeting for all students and staff, which includes a welcome from the school leader, announcements, and sharing on a wide variety of topics by both students and teachers. All students participate in twice-weekly grade-level advisory classes, which explore topics such as wellness, SEL, and college and career planning. Assemblies and field trips are frequent and everyone participates. The school year begins and ends with designated time for community building, mindfulness, and social activities. On the Spring 2018 Student Survey, 77% of

respondents agreed with the statement, “There is a sense of community at this school” and 88% agreed with the statement, “I have made some good friends at this school.” When asked to list three words that describe our school, each year the most common word was “fun.”

Most significant, 92% agreed with the statement, “If I work hard, I can do well at this school.” Educational research tells us that a growth mindset for students is the belief that if they put forth effort they can succeed. “People’s efficacy beliefs (the perception that they will be able to do something successfully) in both in-school and out-of-school contexts are positively associated with how long they will persevere at a given task, as well as their likelihood to bounce back when faced with adversity.” (Pajares, 1996) A significant number of students enroll at NSH because they did not have a sense of belonging or been provided the personal and academic support they needed at their previous large high school. In an anonymous parent survey conducted in October 2018, one parent wrote, “My daughter actually wants to go to school. I think that says it all.”

The purpose of high school is preparation for adult life, and academic excellence is the goal for every student. New School High delivers the Michigan Merit Curriculum by a certified, highly qualified team of teachers. Advanced learning is encouraged for all students:

- Independent Study: To honor their interests and needs, we encourage students to propose their own individualized course and to design a curriculum and timeline with the guidance of the content area teacher. This may reflect advanced work, such as preparing for an Advanced Placement exam. In semester one of 2018, 18 students are engaged in independent study courses.
- Advanced Placement: Our students may participate in AP Literature or choose from the full range of Advanced Placement courses offered through Michigan Virtual School (MVS), a non-profit, online partner with the Michigan Department of Education. In semester one of 2018, 10 students were enrolled in AP Literature and 5 others are taking 7 AP courses online.
- Dual Enrollment: Students may enroll in a university or community college course for college credit. In 2017-18, our first dual-enrolled student successfully completed two college courses. In semester one of 2018 there are two students dual-enrolled in a total of three college courses.
- College and Career Guidance: Regular, all-school presentations introduce our students to the possibilities that await them after high school. NSH students have heard presentations from the admissions officers at 10 Michigan colleges and universities, including the military, in the first two months of 2018.

Our efforts to blur the line between general and special education is an extremely powerful motivator for parents to enroll their special needs student at NSH. Approximately 28% of our students have an IEP, which is a larger than average percentage for area schools. Most of these have a diagnosis of ADD or ADHD, but we also have students on the autism spectrum and others with specific learning disabilities. At NSH, we are committed to inclusive practices and our special education teachers (one full-time, one part-time) push in to classrooms rather than remove students from the general education setting. We are committed to Universal Design for Learning (UDL). At NSH, all students are given preferential seating, can move to another location to do schoolwork, have additional time for assignments, may submit late work for full credit, use audiobooks, and get additional

help. Our goal is to help all students understand how they best learn and what they need to be successful, and for them to learn to take responsibility for their own education.

CURRICULUM

Achievement at New School High is based on demonstrated proficiency in the content standards. Based on the priority standards, our teachers create the curriculum for their courses each year and share them with the school community. NSH is proud to be a teacher-led school and honors the expertise of its professionals. We take the philosophy of the State Department of Education very seriously: "By emphasizing required achievements, the Standards leave room for teachers, curriculum developers, and states to determine how those goals should be reached and what additional topics should be addressed. Thus, the Standards do not mandate such things as a particular writing process or the full range of metacognitive strategies that students may need to monitor and direct their thinking and learning. Teachers are thus free to provide students with whatever tools and knowledge their professional judgment and experience identify as most helpful for meeting the goals set out in the Standards." (Michigan K-12 Standards ELA MDE)

Curriculum documents include units and projected timelines with the accompanying standards, needed resources, lesson plans, and modes of assessment. These documents serve as a guide for teaching and learning, but they are also flexible. We know student progress may vary; master teachers must be able to adapt their instruction to the students' needs. Resources available to teachers are the NGSS Concord program developed by Michigan State University for Physical and Integrated Science; the Eureka math series was specifically created to align with the CCSS for Algebra I, Algebra 2, Geometry, and Pre-Calculus; the History Alive textbook series for US History, World History, Government, and Economics; and the Michigan Model Curriculum for Health. The English teacher selects the literature for each course in alignment to the CCSS and the Physical Education teacher adjusts instruction to meet the HSCE standards based on individual student needs. For students who may need a course that New School High is unable to provide, Michigan Virtual School, a non-profit partner of the Michigan Department of Education, is our chosen source for online instruction. MVS offers the full range of Advanced Placement course and all courses in their course catalogue are accredited. Other online support includes targeted instruction available through sites such as the Khan Academy.

Each teacher creates a Curriculum Overview for every course taught. This includes a description of the unit/topic of the week, content standards addressed, resources needed, lesson options, and methods of assessment. Our priority is student learning, therefore, these plans are constantly being evaluated and revised by the teacher. Because each teacher is the sole member of his or her department, they are strongly encouraged to participate in professional organizations and network with other professionals in their field. For example, our math teacher participates in monthly Math Circle sessions and our science teacher regularly attends conferences and workshops by the Michigan Association of Science Teachers. In addition, sharing concerns, successes, and ideas with colleagues who share the same students every day can reveal valuable insights about how best to

teach, even if they do not work in the same content areas. Professional learning that results from the discussions that take place at weekly staff meetings and regular professional development is a time-honored way for teachers to reflect on their curriculum. Of course, student success based on grades, course passing rates, and on-time graduation data also provide insight into the effectiveness of the school's curriculum.

Feedback may also come from sources outside the school community. These measures include the annual evaluation of the academic program by the charter authorizer, scores on standardized tests, and formal and informal feedback from parents and students through discussion, surveys and focus groups. The selection of school improvement goals and progress towards them must include curriculum evaluation.

Proficiency is attained through direct instruction, projects-based group work, and independent work. We do not believe there should be an expiration date on demonstrating proficiency. As long as the student attempts an assignment when expected, she may revise her work as often as she wishes to reach the desired level of proficiency. Late work is always accepted without penalty. If a student has an idea for a way she can demonstrate proficiency, the teachers are always willing to consider these as replacements for the class-assigned work.

ENHANCING PROGRAM QUALITY

Orientation The school operates on the belief that education must be pro-active, not reactive. Experienced educators know that if certain behaviors, skills, and knowledge are required for success, these things must be specifically identified and explicitly taught. With this in mind, at the start of the school year students and staff invest in a 2- week orientation that includes:

(1) Assessment of proficiency in course standards and the initiation of the student's Individual Learning Plan.

(2) Instruction in and assessment of foundational technology knowledge and skills. Since the student body is expected to encompass a wide range of access to technology, the orientation curriculum includes computer skills essential to a student's success, as well as instruction in the safe, legal, and ethical use of technology.

(3) Community building and explicit instruction on the schools' behavioral expectations. For students coming from a traditional school background, success at New School High requires a new set of behavior expectations. The orientation curriculum utilizes Positive Discipline to frame behavior expectations, and Restorative Practices as the model for addressing conflict. These programs are based on the belief that collaboration is more successful in promoting positive behaviors than either coercion or acting independently. Intentional instruction on the habits of mind and character traits that lead to optimal academic and personal achievement is an essential part of the curriculum.

- **Physical Education**

A unique feature of New School High's graduation requirements is four years of daily participation in physical education for all students. Daily exercise is an important way for schools to address the high levels of youth obesity, diabetes, depression, and anxiety that currently exist for adolescents in our state. Our school is committed to the importance of wellness education and practice to assist our student in leading healthy lives.

- **Advisory Courses**

The grade-level Advisory classes meet twice a week and are led by the dean of students with the assistance of the guidance counselor and content area teachers. The curriculum reflects the needs of the age-group, with an emphasis on effective communication, respectful social interactions, mindfulness, stress management, and goal setting for grades 9- 10, and a focus on college and career planning, independence, and goal setting for grades 11-12. Research indicates that advisory programs alone do not have substantial impact on student success. New School High seeks to integrate all aspects of the advisory curriculum into the fabric of life at school. Staff uses the language, methods, and goals of advisory -- restorative practice, mindset, gratitude, etc. -- every day to guide students.

- **Extracurricular Activities**

After school groups reflect the range of interests of our students. The goal of extracurricular activities is to enhance the educational program in ways that are more fully student-determined and have a social aspect. Since our school opened, the following groups have emerged: Economics Team, Personal Finance Team, Basketball Club, Basketball Team, FIRST Robotics, Tabletop Games and Electronic Games Group, National Honor Society, Students Against Destructive Decisions (SAAD), and Suicide Prevention Group, and Yearbook Staff. These groups are led and supervised by school staff alongside parents and community partners.

PARENT INVOLVEMENT

To help families support their students' achievement, parent academies have been shown to be a powerful way to engage families when properly designed. New School High's Parent Advisory will align to the research of Robert Marzano, which has identified key indicators for success. For example, parent input into the content of the academy is essential. While the content can take many forms, the topics must truly address the parents' needs.

In addition to being welcomed into the school as volunteers in a wide variety of capacities, parents are included in the planning and support of their child's learning. The family will be an integral part of the development of the personal learning plan and its ongoing review. Collaboration with the family is especially important for student groups that may have previously under-performed. For example, there is a large body of research that shows the importance of family support for African-American students to be academically successful (Coleman, 1987; Durkin, 1984.)

ASSESSMENT AND EVALUATION

New School High administers the PSAT9 for Grade 9, the PSAT10 for Grade 10, the SAT, M-Step, and WorkKeys for Grade 11, and Mi-Access for some students with disabilities. We do not include other normed assessments, as our philosophy favors local formative and summative assessment over standardized testing. We believe we have much to learn from the Finnish education system, which does not subject its children to standardized testing of any sort. Their focus, and ours, is on the learning goals of the individual child rather than comparisons to others. While comparisons among schools are useful for certain purposes, we believe the teachers and families of the individual child find local, performance-based assessments in which student generate evidence of knowledge and skills are more meaningful in assessing proficiency and guiding instruction. We do not believe there is just one way for a person to demonstrate knowledge and abilities; we favor constructed response and authentic assessments over the multiple-choice format of most standardized tests. It is also important to note that our use of standards-based grading places the emphasis on precisely assessing the knowledge and skills of the student in numerous settings and in various ways. Because our school is small, the content area teacher determines the growth targets. Baseline data is gathered at the start of the term and again at its conclusion. The minimum goal for every student is proficiency in the priority standards.

On a day-to-day basis, the most significant measures of achievement are frequent formative assessments and less frequent summative assessments. Thoughtfully crafted formative assessments let the teacher, student, and parent know exactly what standards the student has mastered and what content or skills need additional support or practice. Effectively shaping a personal curriculum is not possible without frequent formative assessments to guide the process. Formative assessments serve as the essential guide for improvement.

Summative assessments are utilized when appropriate, and viewed as one of several types of indicators of learning. These may take the form of objective tests or authentic assessments/project presentations to an audience. Summative assessment plays a particularly important role in independent study courses and other capstone-type projects. Student work of this nature typically has firm deadlines for presentation to an audience and rigorous rubrics that emphasize higher thinking skills.

Timely, targeted, and clear feedback is essential to improvement. Best practice dictates that students know at all times the status of their progress in any given area. At NSH, students are not graded on the basis of a percentage or point system, but on demonstrated proficiency. The JumpRope student data system provides families with 24-7 access to current grades, missing work, and attendance patterns. It reports progress in all standards for every course and precisely which assignments addressed each standard.

The examination of assessment results (student work) is a primary activity of teacher collaboration, the goal of which is improved instruction. As teachers study samples of student work together, they ask the following, essential questions: What does proficiency

look like? What elements must be observed in the student sample to deem it proficient? What does exemplary look like? How should we weigh the various elements of the sample?

How should this sample of work be judged when considering the student's demonstrated strengths? Effort? Previous work? How might this work compare to work of other students in his class or age group? These are the professional discussions that result in ever-higher levels of understanding and instructional skill. For teachers, using the protocols developed for looking at student work is an essential aspect of professional collaboration and professional development, both by teachers within a discipline and across content areas.

In contrast to local assessment, standardized testing serves as a tool for other kinds of evaluation. Scores can be compared with those of other schools, which may provide a useful perspective on school effectiveness. Scores may also be compared over time to help track improvement. Based on the data, teachers can target areas of weakness in the school curriculum and make the necessary adjustments. Additionally, the SAT score is a widely accepted measure of college readiness, which is an important educational goal for every student.

PROGRAM EVALUATION

The careful application of the methods of assessment outlined above ensures that the requirements of the Michigan Merit Curriculum are met, proficiency in the Common Core State Standards/HSCEs is achieved, and student growth is measured so appropriate adjustments to curriculum and instruction can be made.

Additionally, one of the most important sources of information to measure the effectiveness of the educational program is data collected from graduates. In June 2018, three students graduated from NSH – our first group. This June, the cohort who began as 9th graders at NSH will be graduating. We intend to carefully follow the progress of all our graduates to learn about their satisfaction with their high school education as well as gain information on their post-secondary education and careers. Finally, perceptual data gathered through anonymous surveys and interviews with staff, students, and families, as well as anecdotal information, lend insight into our progress.

STUDENT PLACEMENT, EARNING CREDIT

At New School High, students' placement in courses is based on abilities and goals rather than age or grade level. Individualized projects and courses may be designed in collaboration with teachers and families, keeping the student's interests and goals in mind. Students are also encouraged to explore original ways they can demonstrate proficiency in the standards.

It is important to note that the MMC requires credit to be awarded "based on a student's demonstration that he or she has successfully met the content expectations for the credit area." Students may earn credit in various ways, including but not limited to: a traditional course setting, work-based learning programs, integrated sequences, project-based learning, independent teacher-guided study, and testing out.

GRADUATION REQUIREMENTS

Content Area	**Michigan Merit**	**New School High**
English	4 credits	4 credits
Math	4 credits	4 credits
Social Studies Includes .5 Civics .5 Economics	3 credits	3 credits
Science	3 credits	3 credits
PE/Health Includes .5 Michigan Model Health	1 credit	4 credits
Arts/World Language	3 credits	3 credits
Technology .25 per semester	0 credits	1 credit
Advisory .25 per semester	0 credits	2 credits
TOTAL	**18 credits**	**24 credits**

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)**
9 - 12	Assessments identified in Schedule 7b including all state and authorizer mandated assessments.

SECTION f

Application and Enrollment of Students

APPLICATION AND ENROLLMENT OF STUDENTS – 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 ninth (9th) through twelfth (12th) grade. The maximum enrollment shall be 300 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

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

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

School Calendar

The Academy's school calendar shall comply with Sections 1175, 1284 and 1284a, if applicable, of the Code. The Academy's school calendar shall also comply with the minimum requirements set forth in Section 101 of the School Aid Act of 1979 (MCL 388.1701). The Academy Board must submit a copy of the Academy's school calendar to the CSO upon Academy Board approval.

School Day Schedule

The Academy Board must structure the Academy's school day schedule to meet the required number of instructional days and hours. The Academy Board must submit the school day schedule to the CSO prior to the commencement of each academic year.

SECTION h

Age and/or Grade Range of Pupils

AGE OR GRADE RANGE FOR PUPILS TO BE ENROLLED

The Academy will enroll students in ninth through twelfth grade. The Academy may add grades with the prior written approval of the authorizing body.