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**CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY
AND RELATED DOCUMENTS**

ISSUED BY

**THE GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES
(AUTHORIZING BODY)**

ISSUED TO

**COVENANT HOUSE ACADEMY DETROIT
(A PUBLIC SCHOOL ACADEMY)**

CONFIRMING THE STATUS OF

COVENANT HOUSE ACADEMY DETROIT

AS A

PUBLIC SCHOOL ACADEMY

**DATED:
JULY 1, 2020**

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Contract to Charter a Public School Academy

Pursuant to Part 6a of the Revised School Code (“Code”), being Sections 380.501 to 380.507 of the Michigan Compiled Laws, the Grand Valley State University Board of Trustees (“University Board”) issues a contract to Covenant House Academy Detroit (the “Academy”), to be effective July 1, 2020, confirming the Academy’s status as a public school academy in this State. The Parties agree that the issuance 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 capitalized, shall have the meaning set forth in this section:

- a) **Academy** means the Michigan non-profit corporation authorized by this Contract.
- b) **Academy Board** means the Board of Directors of the Academy authorized by this Contract. **Academy Board member** or **Academy Director** means an individual who is a member of the Academy Board, whether in the past, present or future.
- c) **Applicable Law** means all state and federal law applicable to public school academies.
- d) **Applicant** means the person or entity that submitted the public school academy application to the University for the establishment of the Academy.
- e) **Application** means the public school academy application and supporting documentation submitted to the University for the establishment of the Academy.
- f) **Authorization Resolution** means the resolution adopted by the Grand Valley State University Board of Trustees approving the issuance of a Contract.
- g) **Charter School** means public school academy.
- 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 definitions set forth in the Code, the Terms and Conditions and the Schedules.
- l) **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 University Charter Schools Office Director for review as provided in Section 11.15 and has not been disapproved by the University Charter Schools Office Director, and is consistent with the Charter Schools Office Educational Service Provider Policies, as they may be amended from time to time, and Applicable Law.
- m) **Educational Service Provider Policies or ESP Policies** means those policies adopted by the Charter Schools Office Director that apply to a Management Agreement. The Charter Schools Office 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.
- n) **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 from, or 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.
- o) **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 operation and/or management of the Academy, which has been submitted to the University Charter Schools Office Director for review as provided in Section 11.15 and has not been disapproved by the University Charter Schools Office Director, and is consistent with the CSO Educational Service Provider Policies as they may be amended from time to time, and Applicable Law.

- p) **Master Calendar of Reporting Requirements (MCRR)** means the compliance certification duties required of the Academy by the University Board. The University Charter Schools Office may amend the MCRR each fiscal year or at other times as deemed appropriate by the University President. These changes shall be automatically incorporated into the Contract and shall be exempt from the Contract amendment procedures under Article IX of these Terms and Conditions.
- q) **Method of Selection Resolution** means the resolution adopted by the University Board providing for the method of selection, length of term, number of members, qualification of Board Academy members and other pertinent provisions relating to the Academy Board.
- r) **Resolution** means any resolution adopted by the Grand Valley State University Board of Trustees.
- s) **Schedules** mean the schedules incorporated into and part of the Terms and Conditions.
- t) **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.
- u) **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 18.554, and transferred from the Michigan Department of Technology Management and Budget to the Michigan Department of Education by Executive Reorganization Order 2017-05 and codified at MCL 388.1282.
- v) **Superintendent** means the Michigan Superintendent of Public Instruction.
- w) **Terms and Conditions** means this document entitled Terms and Conditions of Contract issued by the Grand Valley State University Board of Trustees.
- x) **University** means Grand Valley State University established pursuant to Article VIII, Sections 4 and 6 of the 1963 Michigan Constitution and MCL 390.841 *et seq.*
- y) **University Board** means the Grand Valley State University Board of Trustees.
- z) **University Charter Schools Hearing Panel** or **Hearing Panel** means such person(s) as designated by the University President.
- aa) **University Charter Schools Office** or **CSO** means the office the University Board, by issuance of this Contract, hereby designates as the point of contact

for public school academy applicants and public school academies authorized by the University Board. The University Charter Schools Office is also responsible for managing, implementing, and overseeing the University Board's responsibilities with respect to the Contract.

bb) **University Charter Schools Office Director** or **CSO Director** means the person designated by the University President to administer the operations of the University Charter Schools Office.

cc) **University President** means the President of Grand Valley State University or his or her designee.

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. Schedules. All Schedules to this Contract are part of this Contract.

Section 1.5. Statutory Definitions. Statutory terms defined in the Code shall have the same meaning in 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. 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 the language contained in the provisions of this Contract, the Contract shall be interpreted as follows: (i) the Method of Selection 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 Method of Selection Resolution; (iii) the Terms and Conditions shall control over any other conflicting language in the Contract with the exception of language in the Method of Selection 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 Method of Selection Resolution, Authorizing Resolution and these Terms and Conditions.

ARTICLE II

ROLE OF GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES AS AUTHORIZING BODY

Section 2.1. Independent Status of the University. The University Board is an authorizing body as defined by the Code. In approving this Contract, the University voluntarily exercises additional powers given to the University under the Code. Nothing in this Contract shall be deemed to be any waiver of the University's powers or independent status and the Academy shall not be deemed to be part of the University Board. The University Board has provided the Department the accreditation notice required under Section 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. University Board Resolutions. For purposes of this Contract, the University Board has adopted the following resolutions:

- a) Method of Selection Resolution. The University Board has adopted the Method of Selection Resolution, which is incorporated into this Contract as part of Schedule 1. At anytime and at its sole discretion, the University Board may amend the Method of Selection Resolution. Upon University Board approval, changes to the Method of Selection Resolution shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of the Terms and Conditions.
- b) Authorizing Resolutions. The University Board has adopted the Authorizing Resolution, which is incorporated into this Contract as part of Schedule 1.

Section 2.4. Method for Monitoring Academy's Compliance with Applicable Law and Performance of its Targeted Educational Outcomes. The University Board has the responsibility to oversee the Academy's compliance with the Contract and all Applicable Law. The Academy shall perform the compliance certification duties required by the University Board as outlined in the Contract incorporated into this Contract as Schedule 5. Additionally, the Academy shall be responsible for the following:

- a) In the event that the University President determines that the Academy's educational outcomes should be reviewed to help determine if the Academy is meeting the educational goals set forth in the Schedules, the University President, at his or her discretion, may require an objective evaluation of student performances by an educational consultant, acceptable to both the Academy and the University

President. The Academy shall pay for the expense of the evaluation. In addition, at any time, the University President may require an evaluation of student performance to be selected by and at the expense of the University. The Academy shall cooperate with the evaluation, including any student testing required.

- b) Within ten (10) days of receipt, the Academy shall notify the University Charter Schools Office of correspondence received from the Department of Education or State Board of Education that requires a written or formal response.
- c) Within ten (10) days of receipt, the Academy shall report to the University Charter Schools Office and the University Counsel Office any litigation or formal proceedings alleging violation of Applicable Law or contractual agreement against the Academy, its officers, employees, agents, and/or contractors.
- d) The Academy shall permit review of the Academy's records and inspection of its premises at any time by representatives of the University. Normally, such inspections shall occur during the Academy's hours of operation and after advance notice to the Academy.
- e) The Academy shall provide the Charter Schools Office with copies of reports and assessments concerning the educational outcomes achieved by pupils attending the Academy and shall provide necessary approvals for the Charter Schools Office to access electronic information received or stored by the State of Michigan including, but not limited to, the Department of Education or other agency authorized by the State to collect school data.
- f) The Academy shall submit audited financial statements, including auditor's management letters and any exceptions noted by the auditors, to the University Charter Schools Office. The financial statements and auditor's management letters shall be submitted to the University Charter Schools Office within ninety (90) days after the end of the Academy's fiscal year.
- g) The Academy shall provide the University Charter Schools Office with a copy of the approved annual budget for the upcoming fiscal year of the Academy no later than July 1st. The Academy Board is responsible for establishing, approving and amending the annual budget in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421 *et seq.*, and for providing all amendments and revisions to the University Charter Schools Office following Academy Board approval.
- h) The Academy shall provide to the University Charter Schools Office minutes of all Academy Board meetings no later than fourteen (14) days after such meeting.

Section 2.5. University Board Administrative Fee. During the term of this Contract, the Academy shall pay the University Board an administrative fee of 3% of the state school aid

payments received by the Academy. For purposes of this Contract, state school aid payments received by the Academy in July and August in any given year shall be deemed to have been received by the Academy during the Contract term. 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 issuing the Contract and overseeing the Academy's compliance with the Contract and all Applicable Law. This fee may also be used to fund college readiness work and scholarships for academies that are in compliance with this Contract.

Section 2.6. University Board as Fiscal Agent for the Academy. The University Board is the fiscal agent for the Academy. The University Board shall, within three (3) business days, 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 University Board shall retain any amount owed to the University Board by the Academy pursuant to this Contract. For purposes of this section, 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 4.

Section 2.7. Authorization of Employment. The Academy may employ or contract with personnel. If the Academy contracts for personnel with an Educational Service Provider, the Academy shall submit a draft of the proposed agreement to the University Charter Schools Office for review. The University Charter Schools Office may disapprove the proposed agreement if it contains provisions in violation of this Contract or Applicable Law. No ESP agreement shall be effective unless and until the agreement complies with Section 11.16 of these Terms and Conditions. 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. 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. The Academy Board shall prohibit any individual from being employed by the Academy, an ESP, 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. The Academy shall be responsible for carrying worker's compensation insurance and unemployment insurance for its employees.

Section 2.8. Financial Obligations of the Academy are Separate from the State of Michigan, University Board and the University. Any contract, 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 2.9. 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.

Section 2.10. Authorizing Body Contract Authorization Process. Pursuant to the Code, the University Board is not required to issue a contract to the Academy. This Contract is for a fixed term and will terminate at that end of the Contract term set forth in Section 12.14 without any further action of either the Academy or the University Board. Prior to the end of the Contract term, the University Board shall provide a description of the process and standards by which the Academy may be considered for the issuance of a new contract. The timeline for consideration of whether to issue a new contract to the Academy shall be solely determined by the University Board. The standards for issuance of a new contract shall include increases in academic achievement for all groups of pupils as measured by assessments and other objective criteria established by the University Board as the most important factor of whether to issue or not issue a new contract. The University Board, at its sole discretion, may change its process and standards for issuance of a contract at any time, and any such changes shall take effect automatically without the need for any amendment to this Contract. Consistent with the Code, the University Board may elect, at its sole discretion, not to consider the issuance of a contract, consider reauthorization of the Academy and elect not to issue a contract, or consider reauthorization of the Academy and issue a contract for a fixed term.

Section 2.11. University Board Approval of Condemnation. In the event that the Academy desires to acquire property pursuant to the Uniform Condemnation Procedures Act or other applicable statutes, it shall obtain express written permission for such acquisition from the University Board. The Academy shall submit a written request to the Charter Schools Office Director describing the proposed acquisition and the purpose for which the Academy desires to acquire the property. The Charter Schools Office Director will generate a recommendation for consideration by the University Board with regard to the proposed acquisition. The request and the Charter Schools Office Director's recommendation will be submitted by the Charter Schools Office 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 2.12. Charter Schools Office 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 Fiscal Agent 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 Office 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 Office 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 Office Director extends the review period, within thirty (30) days of receiving a written request in compliance with this Section, the Charter Schools Office Director shall notify the Academy if the proposed transaction is disapproved. The Charter Schools Office 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 Office Director. By not disapproving a proposed transaction, the Charter Schools Office Director is in no way giving approval of the proposed transaction, or any of the terms or conditions thereof.

ARTICLE III

REQUIREMENT THAT ACADEMY ACT SOLELY AS GOVERNMENTAL AGENCY OR ENTITY AND POLITICAL SUBDIVISION

Section 3.1. Governmental Agency or Entity and Political Subdivision. The Academy shall act exclusively as a governmental agency or entity and political subdivision.

Section 3.2. Other Permitted Activities. Nothing in this Contract shall prohibit the Academy from engaging in other lawful activities that are not in derogation of the Academy's status as a public school or that would not jeopardize the eligibility of the Academy for state school aid funds. Subject to Section 2.7 and Section 6.15 of the Terms and Conditions, the Academy may enter into agreements with other public schools, public school academies, governmental units, businesses, community and nonprofit organizations where such agreements contribute to the effectiveness of the Academy or advance education in this state.

Section 3.3. 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.

ARTICLE IV

PURPOSE

Section 4.1. Academy's Purpose. The Academy Board shall identify the purpose or mission of the Academy. Any subsequent changes to the Academy's purpose or mission shall be carried out by amendment in accordance with Article IX of these Terms and Conditions. The Academy's stated purpose or mission shall be set forth in the Schedules.

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. Unless amended pursuant to Section 9.3 of Article IX herein, the Articles of Incorporation of the Academy, as set forth in Schedule 2, shall be the Articles of Incorporation of the Academy. The Academy Board represents to the University Board that Schedule 2 includes all amendments to the Academy's Articles of Incorporation as of the date set forth above.

Section 5.3. Bylaws. Unless amended pursuant to Section 9.4 of Article IX herein, the Bylaws of the Academy, as set forth in Schedule 3, shall be the Bylaws of the Academy. The Academy Board represents to the University Board that Schedule 3 includes all amendments to the Academy's Bylaws as of the date set forth above.

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 its Bylaws. The Academy's Board of Directors shall meet at least six times per fiscal year, unless another schedule is mutually agreed upon by the University President or Designee and the Academy.

Section 6.2. 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. The University shall not be required to receive any contributions or donations for the benefit of the Academy. If the University receives contributions or donations for the benefit of the Academy, it shall forward such funds to the Academy within three (3) business days of receipt.

Section 6.3. Educational Goals and Programs. The Academy shall pursue the educational goals and programs identified and contained in the Schedules. The educational goals shall include demonstrated improved pupil academic achievement for all groups of pupils. Such goals and programs may be amended pursuant to Section 9.2 of Article IX of the Terms and Conditions. Upon request, the Academy shall provide the University Charter Schools Office with a written report, along with supporting data, assessing the Academy's progress toward achieving its goal(s).

Section 6.4. Curriculum. The Academy shall have flexibility in developing, realigning, and implementing the curriculum identified in the Schedules. Any changes to the curricula shall be administered pursuant to Section 9.2 of Article IX of the Terms and Conditions, and such proposed curricula shall be designed to achieve the Academy's overall educational goals and State's educational assessment objectives.

Section 6.5. Methods of Accountability and Pupil Assessment. In addition to those set forth in this Section 6.5, the Academy shall evaluate its pupils' work based on the assessment strategies identified in the Schedules. To the extent applicable, the pupil performance of the Academy shall be assessed using both the mathematics and reading portions of the approved Michigan state assessment. The Academy shall provide the University 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 University Charter Schools Office;
- b) an assessment of the Academy's student performance at the end of each academic school year or at such other times as the University Board may reasonably request;

- c) an annual education report in accordance with the Code;
- d) an annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration or a program of testing approved by the University Charter Schools Office Director; and
- e) all tests required under Applicable Law.

The University Board may use such reports, assessments and test results in making its decision to suspend, terminate, or not issue a new contract at the end of the Contract, or revoke the Contract.

Section 6.6. Staff Responsibilities. Subject to Section 2.7 Article II of the Terms and Conditions, the University Board authorizes the Academy to employ or contract with an Educational Service Provider. A copy of the ESP agreement shall be included in the Schedules.

Section 6.7. Admission Policy. The Academy shall comply with all application, enrollment, and admissions policies and criteria required by Applicable Law. A copy of the Academy's admission policies and criteria are set forth in the Schedules. With respect to the Academy's pupil admissions process, the Academy shall provide any documentation or information requested by the University 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 by parents at times in the evening and on weekends.

Section 6.8. School Calendar/School Day Schedule. The Academy shall comply with all minimum standards governing the length of the school term, minimum number of days and hours of instruction required by Applicable Law. The Academy agrees to make available to the CSO Office a copy of the School Calendar/School Day Schedule for each academic school year no later than July 1st. A copy of the School Calendar/School Day Schedule shall be automatically incorporated into the Schedules, without the need for an amendment under Article IX of the Terms and Conditions.

Section 6.9. Age/Grade Range of Pupils Enrolled. The Academy is authorized to operate Ninth through Twelfth (9-12) grade(s). The Academy may add additional grades and vocational programs in the future, pursuant to Section 9.2 of Article IX of the Terms and Conditions.

Section 6.10. Annual Financial Audit. The Academy shall conduct an annual financial audit prepared and reviewed by an independent certified public accountant in accordance with generally accepted governmental auditing principles. The Academy shall submit the annual

financial statement audit and auditor's management letter to the Charter Schools Office in accordance with the MCRR. The Academy Board shall provide to the Charter Schools Office a copy of any responses to the auditor's management letter in accordance with the MCRR.

Section 6.11. Address and Description of Proposed Site(s); Process for Expanding Academy's Site Operations. The proposed address and physical plant description of the Academy's proposed site or sites is set forth in Schedule 7-8. Following Academy Board and University Board approval, proposed changes to the address and description of any site or sites shall be incorporated into this Contract by amendment. 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 7-8 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 University Charter Schools Office an application for site expansion, in a form or manner determined by the University Charter Schools Office. The application for site expansion shall include all information requested by the University Charter Schools Office, including detailed information about the site, revised budget, renovation and site improvement costs, the Academy's proposed operations at the site, and the information provided in Contract Schedules 7-8. Upon receipt of a complete application for site expansion, the University Charter Schools Office shall review the application for site expansion and make a recommendation to the University Board on whether the Academy's request for site expansion should be approved. A positive recommendation by the University Charter Schools Office of the application for site expansion shall include a determination by the Charter Schools Office that the Academy is operating in compliance with the Contract and is making measurable progress toward meeting the Academy's educational goals. The University Board may consider the Academy Board's site expansion request following submission by the University Charter Schools Office of a positive recommendation.

If the University Board approves the Academy Board's site expansion request, the Contract shall be amended in accordance with Article IX of these Terms and Conditions. The University Board reserves the right to modify, reject, or approve any application for site expansion in its sole and absolute discretion.

Section 6.12. Accounting Standards. The Academy shall at all times comply with generally accepted public sector accounting principles, and accounting system requirements that comply with Applicable Law.

Section 6.13. Placement of University Student Interns. The Academy may be a placement site for University students who are in education or other pre-professionals in training to serve in

public schools. Such placement shall be without charge to the University and subject to other terms and conditions as the Academy and the University agree.

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 Matriculation Agreements. Before the Academy Board approves a matriculation agreement with another public school, the Academy shall provide a draft and final copy of the agreement to the University Charter Schools Office for review and retention.

Section 6.16. Posting of Accreditation Status. The Academy shall post notice to the Academy's homepage of its website disclosing the accreditation status of each school in accordance with section 1280e of the Code, MCL 380.1280e.

Section 6.17. 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 that 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 of section of the Code.

Section 6.18. Collective Bargaining Agreements. Collective bargaining agreements, if any, with employees of the Academy shall be the responsibility of the Academy.

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 PART 6A OF THE CODE AND OTHER LAWS

Section 8.1. Compliance with Part 6a of the Code. The Academy shall comply with Part 6a of the Code.

Section 8.2. Compliance with State School Aid Act. In order to assure that funds are available for the education of pupils, the Academy shall comply with all applicable provisions of the State School Aid Act of 1979, as amended from time to time. The Academy may expend funds from the State School Aid Act 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 8.3. Open Meetings Act. Pursuant to Section 503(6)(a) of the Code, the Academy Board shall conduct all of its meetings in accordance with the Michigan Open Meetings Act, Act No. 267 of the Public Acts of 1976, as amended, being Sections 15.261 to 15.275 of the Michigan Compiled Laws.

Section 8.4. Freedom of Information Act. Pursuant to Section 503(6)(b) of the Code, the records of the Academy shall be records subject to the provisions of the Michigan Freedom of Information Act ("FOIA"), Act No. 442 of the Public Acts of 1976, as amended, being Sections 15.231 to 15.246 of the Michigan Compiled Laws. The Academy Board shall designate a freedom of information coordinator to assure compliance with FOIA and other applicable law providing for public disclosure or for protection of privacy.

Section 8.5. Public Employees Relation Act. Pursuant to Section 503(6)(c) of the Code, the Academy shall comply with Act No. 336 of the Public Acts of 1947, being Sections 423.201 to 423.217 of the Michigan Compiled Laws. Organizational efforts and collective bargaining agreements, if any, with employees of the Academy shall be the responsibility of the Academy.

Section 8.6. Uniform Budgeting and Accounting Act. The Academy shall comply with the Uniform Budgeting and Accounting Act, Act No. 2 of the Public Acts of 1968, being MCL 141.421 to 141.440a.

Section 8.7. Revised Municipal Finance Act of 2001. With respect to the Academy's borrowing money and issuance of bonds, the Academy shall comply with section 1351a of the Code and Part VI of the Revised Municipal Finance Act of 2001, Act No. 34 of the Public Acts of 2001, being MCL 141.2601 to 141.2613 of the Michigan Compiled Laws, except that the borrowing of money and issuance of bonds by the Academy is not subject to section 1351a(4) or section 1351(2) to (4) of the Code. Bonds issued by the Academy are subject to the revised municipal finance act, 2001 PA 34, MCL 141.2101 to 141.2821.

Section 8.8. Non-discrimination. The Academy shall be separately responsible for compliance with applicable laws pertaining to equal opportunity and anti-discrimination laws such as the Elliott-Larsen Civil Rights Act, Act No. 453 of the Public Acts of 1976, as amended, being MCL 37.2101 to 37.2804, the Michigan Handicappers' Civil Rights Act, Act No. 22 of the Public Acts of 1976, as amended, being MCL 37.1101 to 37.1607, 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.

Section 8.9. Other State Laws. The Academy shall comply with other state laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other state law to the Academy.

Section 8.10. Federal Laws. The Academy shall comply with federal laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other 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 Amending the Contract. Either party may propose changes in this Contract or may propose a meeting to discuss potential revision of this Contract. Except as provided in Sections 2.3, 5.2 and 6.11, the University Board delegates to its University President the review and approval of changes or amendments to this Contract. The Academy Board may delegate the same authority to the Academy Board President. The Contract shall be amended upon agreement and approval of the respective authorized designees.

Section 9.3. Process for Amending Academy Articles of Incorporation. The Academy Board, or any authorized designee of the Academy Board, may propose changes to the Academy's Articles of Incorporation. The Academy shall be authorized to make such changes to its Articles

upon approval by the University President or Designee after review and recommendation by the University's Legal Counsel. Upon University approval, the Academy Board's authorized designee is authorized to file the amendment to the Academy's Articles of Incorporation with the appropriate state agency. Upon receipt of the filed amendment, the Academy shall forward the filed amendment to the University Charter Schools Office. The filed amendment shall be automatically incorporated into Schedule 2 of this Contract upon receipt of the amendment by the University Charter Schools Office. If the University identifies a provision in the Articles of Incorporation that violates or conflicts with this Contract, due to a change in law or other reason, after approval has been given, it shall notify the Academy Board in writing and the Academy Board shall amend the Articles of Incorporation to make them consistent with the Contract. If the change is requested by the University, the University shall reimburse the Academy for the filing fees payable to the Michigan Department of Licensing and Regulatory Affairs, Corporate Division.

Section 9.4. Process for Amending Academy Bylaws. The Academy Board shall submit proposed Bylaw changes to the Charter Schools Office, for review and comment, at least thirty (30) days prior to Academy Board adoption. The Academy's Bylaws, and any subsequent or proposed changes to the Academy's Bylaws, shall not violate or conflict with the Contract. If at any time the University identifies a provision in the Academy Board's Bylaws that violates or conflicts with Applicable Law or this Contract, the Academy Board's Bylaws shall be automatically void and the Academy Board shall amend the identified provision to be consistent with Applicable Law and the Contract. The amendment shall be automatically incorporated into Schedule 3 of the Contract upon receipt by the University Charter Schools Office of a duly authorized Academy Board Bylaw change made in accordance with this Section 9.4.

Section 9.5. 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 Office 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 9.6. Change in Existing Law. If, after the effective date of this Contract, there is a change in Applicable Law, which alters or amends the responsibilities and obligations of either the Academy or the University Board, this Contract shall be altered or amended to reflect the change in existing laws 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 9.7. 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

TERMINATION, SUSPENSION AND REVOCATION

Section 10.1. Grounds and Procedures for Academy Termination of Contract. At anytime and for any reason, the Academy Board may terminate this Contract. The Academy Board shall notify the CSO Director in writing of the request for the termination of the Contract not less than six (6) calendar months in advance of the effective date of termination. The University Board, in its sole discretion, may waive the six (6) month requirement. A copy of the Academy Board's resolution approving the Contract termination, including a summary of the reasons for terminating the Contract, shall be included with the written termination request.

Section 10.2. Termination by University Board. The University Board, in its sole discretion, reserves the right to terminate this Contract (i) before the end of the Contract Term for any reason or for no reason provided that such termination shall not take place less than six (6) calendar months from the date of the University Board's resolution approving such termination; 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 Office shall provide notice of the termination to the Academy. If during the period between the University Board's action to terminate and the effective date of termination, the Academy has violated the Contract or Applicable Law, the University Board may elect to initiate suspension or revocation of the Contract sooner as set forth in this Article X. If this Contract is terminated pursuant to this Section 10.2, the revocation procedures in Section 10.6 shall not apply.

Section 10.3. Contract Suspension. The University Board's process for suspending the Contract is as follows:

- a) University President Action. If the University President determines, in his or her sole discretion, that conditions or circumstances exist that the Academy Board (i) has placed the health or safety of the staff and/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 Section 6.11, 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; or (v) has willfully or intentionally violated this Contract or Applicable Law, the University President may immediately suspend the Contract. If the conditions or circumstances involve an alleged violation of Sections 10.5(e) or (f), the University President is authorized to suspend the Contract immediately pending completion of the procedures set forth in Section 10.6. Unless otherwise specified in the suspension notice, the Academy shall cease operations on the date on which the suspension notice is issued. 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 applicable. 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 University President to suspend the Contract may be retained by the University Board for the Academy until the Contract is reinstated, or shall be returned to the Michigan Department of Treasury.
- c) Immediate Revocation Proceeding. If the Academy Board, after receiving a Suspension Notice from the University President 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 the Terms and Conditions. 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 University 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 Section 10.6(f) through (i).

Section 10.4 Statutory Grounds for Revocation. In addition to the grounds for an automatic revocation of the Contract as set forth in Section 10.7, this Contract may also be revoked by the University Board upon a determination by the University Board, pursuant to the procedures set forth in Section 10.6, 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 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 10.5. Other Grounds for University Board Revocation. In addition to the statutory grounds for revocation set forth in Section 10.4 and the grounds for an automatic revocation of the Contract set forth in Section 10.7, 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 is insolvent, has been adjudged bankrupt, or has operated for one or more school fiscal year(s) with a Fund Balance Deficit;
- b) The Academy has insufficient enrollment to successfully operate the Academy, or the Academy has lost more than twenty-five percent (25%) of its student enrollment from the previous school year;
- c) The Academy defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract;
- d) The Academy files amendments to its Articles of Incorporation with the Michigan Department of Licensing and Regulatory Affairs, Corporate Division, without first obtaining University President or Designee approval;
- e) The University Board discovers grossly negligent, fraudulent or criminal conduct by the Applicant, the Academy's directors, officers, employees or agents in relation to their performance under this Contract;
- f) The Applicant, the Academy's directors, officers or employees have provided false or misleading information or documentation to the University Board 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;
- g) The Academy violates the site restrictions set forth in the Contract or the Academy operates at a site or sites without the prior written authorization of the University Board;
or
- h) The University Board, its trustees, officers, employees, agents or representatives are not included as third party beneficiaries under any educational management agreement entered into by the Academy for purposes of indemnifying such parties in accordance with Section 11.16 of the Terms and Conditions.

Section 10.6. University Board Procedures for Revoking Contract. Except for the automatic revocation process set forth in Section 10.7 or the termination of Contract by the University Board in Section 10.2, the University Board's process for revoking the Contract is as follows:

- a) Notice of Intent to Revoke. The CSO Director, upon reasonable belief that such 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 CSO 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 CSO 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, whichever is sooner, the CSO Director shall review the Academy Board's response and determine whether a reasonable plan for correcting the deficiencies can be formulated. If the CSO Director determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent to Revoke can be formulated, the CSO Director shall develop a plan for correcting the non-compliance ("Plan of Correction"). In developing a Plan of Correction, the CSO 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 withdrawn if the CSO 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. In the event the Notice of Intent to Revoke is withdrawn, the CSO Director shall notify the Academy Board, in writing, of such withdrawal.
- d) Plan of Correction May Include Conditions to Satisfy University Board's Contract Reconstitution Authority. As part of the Plan of Correction, the CSO Director may

reconstitute the Academy in an effort to improve student educational performance and 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 members; (ii) termination of at-will board appointments of 1 or more Academy Board members; (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 CSO Director may initiate a revocation hearing before the University Charter Schools Hearing Panel if the CSO Director determines that any of the following has occurred:
- i) the Academy Board has failed to timely 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 CSO Director deems cannot be remedied or cannot be remedied in an appropriate period of time, or for which the CSO 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 CSO 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 Hearing shall identify the reasons for revoking the Contract.

- f) Hearing before University Charter Schools Hearing Panel. Within thirty (30) days of the date 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 University 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

CSO Director's request for Contract revocation, and to make a recommendation to the University Board on whether the Contract should be revoked. The revocation hearing shall be held at a location, date and time as determined by the CSO Director. The hearing shall be transcribed by a court reporter and the cost of the court reporter shall be divided equally between the University and the Academy. The CSO 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 CSO Director and one or more members of the Academy Board. Within thirty (30) days of the Revocation Hearing, the Hearing Panel shall make a recommendation to the University Board concerning the revocation of the Contract. In its discretion, 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 University 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 copies of the Hearing Panel's recommendation and the transcript of 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 University 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 held by the University Board and returned to the Michigan Department of Treasury.
- j) Disposition of District Code Number. Notwithstanding any other provision of the Contract, after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the University Board to revoke the Contract, the district code number shall remain under the direction and control of the State Board of Education and/or its designated representative.

Section 10.7. Automatic Amendment of Contract; Automatic Termination of Contract if All Academy Sites Closed; Economic Hardship Termination. Except as otherwise noted in this Section, 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 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 University Charter Schools Office Director shall forward a copy of the notice to the Academy Board and request a meeting with 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 the 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 Revocation 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 CSO the proposed Contract amendments 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 CSO 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 CSO 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 do not apply to an automatic termination initiated by the State’s Automatic Closure Notice or an Economic Hardship Termination under this Section 10.7.

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 Ottawa County, Michigan, the Michigan Court of Claims or the Federal District Court for the Western 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 11.8 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 health, safety, and welfare of the Academy students, property, or funds are at risk, the University President, after consulting with the University Board Chairperson, may appoint a person to serve as the Conservator of the Academy. Upon appointment, the Conservator shall have all the powers of a Board of Directors of a Public School Academy and act in the place and stead of the Academy Board. The University President shall appoint the conservator for a definite term which may be extended in writing. During the appointment, the Academy Board members are suspended and all powers of the Academy Board are suspended. All appointments made under this provision must be presented to the University Board for final determination at its next regularly scheduled meeting. During their appointment, the Conservator shall have the following powers:

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

ARTICLE XI

PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES

Section 11.1. Grand Valley State University Faculty Employment in the Academy. Subject to the ability of the Academy to reach separate agreement on the terms, the Academy is permitted to use University faculty as classroom teachers in any grade.

Section 11.2. The Academy Faculty Appointment to Grand Valley State University Faculty. Nothing in this Contract shall prohibit a member of the Academy faculty from being appointed to or serving as a member of the University faculty.

Section 11.3. Student Conduct and Discipline. The Academy Board shall adopt, abide by and enforce its own set of written policies concerning student conduct and student discipline.

Section 11.4. Insurance. The Academy shall secure and maintain in its own name as the “First Named Insured” at all times the following insurance coverage:

- a) Property insurance covering all of the Academy’s Real and Personal property, whether owned or leased;
- b) Commercial General Liability with a minimum of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate (Occurrence Form). Coverage must include Sexual Abuse and Molestation and Corporal Punishment coverage. Policies may be written on either an occurrence or claims made basis. If the coverage is claims made, the retroactive date must be the same or before the date of the original contract, and in the event that the Academy goes out of business, the Academy must purchase the longest-available tail coverage;
- c) Auto Liability (Owned and Non-Owned) with a minimum of one million dollars (\$1,000,000) Combined Single Limit covering Hired and Non-Owned Autos, as well as Owned Autos if applicable;
- d) Workers’ Compensation or Worker’ Compensation without employees (this is considered minimum premium, “if any” insurance) (statutory limits) and Employers’ Liability insurance with a minimum limit of one million dollars (\$1,000,000) for each coverage part;
- e) Errors & Omissions insurance including Directors & Officers and School Leaders Errors & Omissions Liability insurance with a minimum of one million dollars (\$1,000,000) per occurrence and three million dollars (\$3,000,000) aggregate (Claims Made or Occurrence Form);

- f) Crime including employee dishonesty and third party coverage insuring cash, securities, and property, with a minimum of five hundred thousand dollars (\$500,000); and
- g) Employment Practices Liability insurance with a minimum of one million dollars (\$1,000,000) per claim/aggregate (Claims Made or Occurrence Form).
- h) Umbrella with a minimum \$4,000,000 limit each occurrence and aggregate. Alternatively, an Umbrella policy with an unlimited aggregate is acceptable at a \$2,000,000 per occurrence limit.

The insurance must be obtained from a licensed mutual, stock, or other responsible company licensed to do business in the State of Michigan. The insurance carrier(s) must have an AM Best rating of "A" or better. The Academy may join with other public school academies to obtain insurance if the Academy finds that such an association provides economic advantages to the Academy, provided that each Academy maintains its identity as First Named Insured with its own limits, i.e. no sharing of limits.

The Academy shall list the University Board and the University on the insurance policies coverage listed in (b), (c), (e), (g), and (h) above, as Additional Insured on a primary and noncontributory basis. The Academy shall have a provision included in all policies requiring notice to the University, at least thirty (30) days in advance, upon termination or non-renewal of the policy or of changes in insurance carrier or policy limit changes. In addition, the Academy shall provide the University with copies of all insurance certificates and endorsements required by this Contract. Upon request, and within 10 days of the request, the Academy shall also provide to the University Charter Schools Office an entire copy of the insurance policies. Failure of the University to request or collect the policies does not affect the obligations of the Academy under the terms of this contract. 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 minimum may be required depending upon academic offerings and program requirements.

The Academy understands that the University's insurance carrier periodically reviews the types and amounts of insurance coverage that the Academy must secure in order for the University to maintain insurance coverage for authorization and oversight of the Academy. In the event that the University's insurance carrier requests additional changes in coverage identified in this Section 11.4, 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 11.5. The Academy Budget; Transmittal of Budgetary Assumptions; Budget Deficit; Enhanced Deficit Elimination Plan. The Academy agrees to comply with all of the following:

- a) The Academy Board is responsible for establishing, approving, and amending an annual budget in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421 et seq.
- b) Within ten (10) days after adoption by the Academy Board (but not later than July 1st) each year, the Academy Board shall submit to the Charter Schools Office a copy of its annual budget for the upcoming fiscal year. The budget must detail budgeted expenditures at the object level as described in the Michigan Department of Education's Michigan School Accounting Manual. In addition, the Academy Board is responsible for approving all revisions and amendments to the annual budget. Within 10 days after Academy Board approval, revisions or amendments to the Academy's budget shall be submitted to the Charter Schools Office.
- c) Unless exempted from transmitting under section 1219 of the Code, MCL 380.1219, the Academy, on or before July 7th of each school fiscal year, shall transmit to the Center for Educational Performance and Information ("CEPI") the budgetary assumptions used when adopting its annual budget pursuant to the Uniform Budgeting and Accounting Act, MCL 141.421 et seq.
- d) The Academy shall not adopt or operate under a deficit budget, or incur an operating deficit in a fund during any fiscal year. At any time during the term of this Contract, the Academy shall not have an existing deficit fund balance, incur a deficit fund balance, or adopt a current year budget that projects a deficit fund balance. If the Academy has an existing deficit fund balance, incurs a deficit fund balance in the most recently completed school fiscal year, or adopts a current year budget that projects a deficit fund balance, all of the following apply:
 - (i) The Academy shall notify the Superintendent and the State Treasurer immediately upon the occurrence of the circumstance, and provide a copy of the notice to the Charter Schools Office.
 - (ii) Within 30 days after making notification under subdivision (d)(i), the Academy shall submit to the Superintendent in the form and manner prescribed by the Department an amended budget for the current school fiscal year and a deficit elimination plan approved by the Academy Board, with a copy to the State Treasurer. The Academy shall transmit a copy of the amended budget and the deficit elimination plan to the Charter Schools Office.
 - (iii) After the Superintendent approves the Academy's deficit elimination plan, the Academy shall post the deficit elimination plan on the Academy's website.

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

- (i) The enhanced deficit elimination plan shall be approved by the Academy Board before submission.
- (ii) After the State Treasurer approves an enhanced deficit elimination plan for the Academy, the Academy shall post the enhanced deficit elimination plan on the Academy's website.
- (iii) Submit to the Superintendent and State Treasurer an enhanced monthly monitoring reports in a form and manner prescribed by the State Treasurer and post such monthly reports on the Academy's website.

Section 11.6. Transportation. The Academy Board may enter into contract with other school districts or other persons, including municipal and county governments, for the transportation of the Academy students to and from school and for field trips. In addition, the Academy Board may use funds received from state school aid payments to pay for student transportation. In the event that the Academy Board contracts for transportation services, the Academy Board shall ensure that the company providing the transportation services is properly licensed in accordance with Applicable Law, and that the company conducts criminal background and history checks on its drivers and other personnel who have direct contact with pupils in accordance with the Code.

Section 11.7. Extracurricular Activities and Interscholastic Sports. The Academy is authorized to join any organization, association, or league, which has as its objective the promotion and regulation of sport and athletic, oratorical, musical, dramatic, creative arts, or other contests by or between pupils.

Section 11.8. Legal Liabilities and Covenants Not to Sue. The Academy and Academy Board members acknowledge and agree that they have no authority to extend the faith and credit of the University or to enter into a contract that would bind the University. The Academy also is limited in its authority to contract by the amount of funds obtained from the state school aid fund, as provided hereunder, or from other independent sources. The Academy and Academy Board members 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 or otherwise. The University does not assume any obligation with respect to any Academy Director, employee, agent, parent, guardian, or independent contractor of the Academy, and no such person shall have the right or standing to bring suit against the University Board, the University or any of its Trustees, employees, agents, or independent contractors as a result of the issuing, termination or revocation of this Contract.

Section 11.9. Lease or Deed for Proposed Single Site(s). The Academy shall provide to the designee of the University Board copies of its lease or deed for the premises in which the Academy shall operate. A copy of the Academy's lease or deed and site information shall be incorporated into the Schedules.

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 owned 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.

Section 11.10. Occupancy and Safety Certificates. The Academy Board shall: (i) ensure that all physical facilities comply with all fire, health and safety standards applicable to schools; and (ii) possess the necessary occupancy and safety certificates. The Academy Board shall not conduct classes at any site until the Academy has complied with this Section 11.10. Copies of these certificates shall be incorporated into the Schedules.

Section 11.11. 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 11.11 shall apply to such persons irrespective of whether they are employed by the Academy or employed by an educational service provider contracting with the Academy.

Section 11.12. 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 11.13. 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.

Section 11.14. 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 1766b of the State School Aid Act of 1979, as amended, MCL 388.1766b. 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 11.15. Educational Service Provider Agreements. The Academy may enter into an ESP Agreement with an ESP to contract out its administrative and/or educational functions and personnel. For the purposes of this Contract, an employee leasing agreement shall be considered an ESP Agreement, and an employee leasing company shall be considered an ESP. The Academy board must retain independent legal counsel to review and advise on the negotiation of the ESP agreement. Legal counsel for the Academy shall not represent the ESP or an ESP owner, director, officer, or employee. The ESP agreement must be an arms-length, negotiated agreement between an informed Academy Board and the ESP.

Prior to entering any ESP Agreement with an ESP, the Academy shall submit a copy of the final draft ESP Agreement to the University Charter Schools Office in a form or manner consistent with the ESP policies of the University Charter Schools Office, which are incorporated into and be deemed part of this Contract. The Charter Schools Office may, from time to time during the term of this Contract, amend the ESP policies and the amended policies shall automatically apply to the Academy without any amendment under Article IX of this Contract. The University Charter Schools Office may disapprove the proposed ESP Agreement submitted by the Academy if the ESP Agreement is contrary to this Contract or Applicable Law. Any subsequent amendment to an ESP Agreement shall be submitted for review by the University Charter Schools Office in the same form and manner as a new ESP Agreement.

Section 11.16. Required Provisions for Educational Service Provider Agreements. Any ESP agreement entered into by the Academy must contain the following provisions:

“Indemnification of Grand Valley State University. The parties acknowledge and agree that the Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives 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 Grand Valley State University, which arise out of or are in any manner connected with Grand Valley State University Board’s approval of the Application, 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 by Grand Valley State University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy or the ESP, or which arise out of the failure of the Academy to perform its obligations under the Contract issued to the Academy by Grand Valley State University Board of Trustees. The parties expressly acknowledge and agree that Grand Valley

State University and its Board of Trustee members, officers, employees, agents or representatives may commence legal action against either party to enforce its rights as set forth in this Agreement.”

“Revocation or Termination of Contract. If the Academy’s Contract issued by the Grand Valley State University Board of Trustees 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 terminate on the same date as the Academy’s Contract is suspended, revoked, or termination without further action of the parties.”

“Compliance with Academy’s Contract. The ESP 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 Grand Valley State University Board of Trustees. The provisions of the Academy’s Contract shall supersede any competing or conflicting provisions contained 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 of 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 the ESP shall have no recourse against the Academy or the University Board for implementing such site closure or reconstitution.”

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

“Compliance with Section 11.23 of Contract Terms and Conditions. The ESP shall make information concerning the operation and management of the Academy, including without limitation the information described in Schedule 6 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 11.23(a) of the Contract Terms and Conditions.”

Section 11.17. Additional Required Provisions for Educational Service Provider Agreements. ESP agreements must include provisions that define the following, according to the standards set forth in Contract Schedule 6:

1. Roles and responsibilities of the parties
2. Services and resources provided by the ESP

3. Fee or expense payment structure
4. Financial control, oversight, and disclosure
5. Renewal and termination of the agreement

Section 11.18. Incompatible Public Offices and Conflicts of Interest Statutes. The Academy shall comply with the Incompatible Public Offices statute, Act No. 566 of the Public Acts of 1978, being MCL 15.181 to 15.185 of the Michigan Compiled Laws, and the Contracts of Public Servants with Public Entities statute, Act No. 317 of the Public Acts of 1968, being MCL 15.321 to 15.330 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 a prohibited conflict of interest for purposes of this Contract:

(a) An individual simultaneously serving as an Academy Board member and an owner, officer, director, employee or consultant of 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 as a member of the governing board of another public school; and

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

Section 11.19. Certain Familial Relationships Prohibited. 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, policy making, managerial, administrative, non-clerical or other significant role with the Academy's ESP or employee leasing company.

Section 11.20. Academy Board Legal Counsel. If the Academy Board obtains Legal Counsel, Legal Counsel must be independent of and not representing the ESP, or ESP owner, director, officer, or employee.

Section 11.21. 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 11.22. Oath of Public Office. Academy Board members are public officials. Before entering upon the duties of a public school board member, each Academy Board member shall take, sign, and file the constitutional oath of office with the Charter Schools Office.

Section 11.23. Information Available to the Public and University.

(a) Information to be provided by the Academy. In accordance with Applicable Law, the Academy shall make information concerning its operation and management, including without limitation information in Schedule 6, available to the public and University in the same manner and to the same extent as is required for public schools and school districts.

(b) Information to be provided by Educational Service Providers. The agreement between the Academy and the ESP shall contain a provision requiring the ESP to make information concerning the operation and management of the Academy, including the information in Schedule 6, 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 11.24. 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 11.25. University Board Invitation to Apply to Convert Academy to School 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, MCL 380.551 et seq. (“Part 6e”), 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.

Section 11.26. 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 does not prohibit the Academy Board from:
 - 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 to a person or entity 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 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 34 CFR 99.3.

Section 11.27. Disclosure of Information to Parents and Legal Guardians.

- a) Within thirty (30) days after receiving a written request from a student's parent or legal guardian, the Academy shall disclose without charge to the student's parent or legal guardian any personally identifiable information concerning the student that is collected or created by the Academy as part of the student's education records.
- b) Except as otherwise provided in this subsection (b) and within thirty (30) days after receiving a written request from a student's parent or legal guardian, the Academy shall disclose to a student's parent or legal guardian without charge any personally identifiable information provided to any person, agency, or organization. The Academy's disclosure shall include the specific information that was disclosed, the name and contact information of each person, agency, or organization to which the information has been disclosed; and the legitimate reason that the person, agency, or organization had in obtaining the information. The parental disclosure requirement does not apply to information that is provided:
 - i. to the Department or CEPI;
 - ii. to the student's parent or legal guardian;
 - iii. by the Academy to the University or to the educational management organization that has an educational service provider 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 the Academy or the Academy’s students pursuant to a written agreement;
 - v. to the Academy by the Academy’s intermediate school district or another intermediate school district providing services to pupils enrolled in the Academy pursuant to a written agreement;
 - vi. to the Academy by the University;
 - 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 at least 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. 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(8)(g) and 34 CFR 99.3.

Section 11.28. 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 of the 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 34 CFR 99.3.

Section 11.29. Partnership Agreement. If the Department and State Reform Office imposes 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 11.30. 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 11.31. 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, after 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 11.32. 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 plan or the completion of an emergency operations plan review, as applicable.

Section 11.33. 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 28.805 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 11.34. 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 11.35. Annual Expulsion Report and Website Report on Criminal Incidents. On an annual basis, the Academy Board shall do the following:

(i) 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;

(ii) 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

(iii) 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.

Section 11.36. K to 3 Reading. If the Academy offers Kindergarten through Third grade, the Academy 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.

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 by hand; or (ii) 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 person or address as the respective party may designate by notice delivered pursuant hereto:

If to Grand Valley State University Board of Trustees:

Charter Schools Office Director
Grand Valley State University
201 Front Avenue, SW., Suite 310
Grand Rapids, Michigan 49504

If to Academy: Covenant House Academy Detroit- Central
2959 Martin Luther King Jr. Blvd.
Detroit, MI 48208

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. 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 application materials, contracts, representations, statements, negotiations, understandings, and undertakings, are superseded by this Contract.

Section 12.5. Assignment. This Contract is not assignable by either party.

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. 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 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 Method of Selection Resolution or the 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 Section 7 of the Governmental Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964.

Section 12.8. 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 12.9. Force Majeure. If any circumstances occur which are beyond the control of the parties, which delay or render impossible the obligations of one or both of the parties, the parties' obligations to perform such services shall be postponed for an equivalent period of time or shall be canceled, if such performance has been rendered impossible by such circumstances.

Section 12.10. 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 ESP. 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 12.11. Non-agency. It is understood that the Academy is not the agent of the University.

Section 12.12. 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 12.13. 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 12.14. Term of Contract. This Contract shall commence on July 1, 2020, and shall remain in full force and effect for Five (5) years until June 30, 2025, unless sooner revoked or terminated according to the terms hereof.

Section 12.15. Survival of Provisions. The terms, provisions, and representations contained in Section 11.4, Section 11.8, Section 12.7, and Section 12.10, and any other provision of this

Contract that by their sense and context are intended to survive termination of this Contract shall survive.

Section 12.16. Termination of Responsibilities. Upon termination or revocation of this Contract, the University Board and its designees shall have no further obligations or responsibilities under this Contract to the Academy or any other person or persons in connection with this Contract.

Section 12.17. 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.

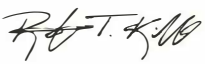
Section 12.18. University Board or CSO General Policies on Public School Academies Shall Apply. Notwithstanding any provision of this Contract to the contrary, and with the exception of existing University Board or CSO policies regarding public school academies which shall apply immediately, University 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.

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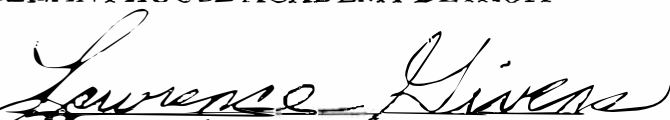
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As the designated representative of the Grand Valley State University Board of Trustees, I hereby issue this Contract to the Academy on the date set forth above.

GRAND VALLEY STATE UNIVERSITY
BOARD OF TRUSTEES

By: 
University President or his/her designee

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 the terms and conditions of this

By: 
Academy Board President

SCHEDULE 1

**METHOD OF SELECTION RESOLUTION
AUTHORIZING RESOLUTION**



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF
GRAND VALLEY STATE UNIVERSITY ON APRIL 24, 2020:

Reauthorization of 6a Charter Contract – Covenant House Academy Detroit,
Detroit (5 years)

WHEREAS, the Board of Trustees of Grand Valley State University, at its meeting on April 29, 2013, initially authorized the issuance of a contract to charter Covenant House Academy Detroit (the “Academy”); and

WHEREAS, the University’s Charter Schools Office has completed its evaluation and assessment of the operation and performance of the Academy; and

WHEREAS, the present Board of Directors of the Academy has requested the reissuance of a contract to charter as a public school academy; and

WHEREAS, the University President’s designee has recommended the reissuance of a contract to charter as a public school academy to the Academy for a five (5) year term beginning July 1, 2020, and ending June 30, 2025;

NOW, THEREFORE, BE IT RESOLVED, that the University Board of Trustees approves and reauthorizes the execution of a contract to charter a public school academy to the Academy and authorizes the University President or designee to execute the contract to charter a public school academy and related documents to the Academy for a five (5) year term, provided that, before the execution of the contract, the University President or designee affirms that all terms of the contract have been agreed upon and the Academy is able to comply with all terms and conditions of the contract and applicable law. This resolution shall be incorporated in and made part of the contract as Schedule 1.

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 28th day of April 2020.

Matthew E. McLogan, Secretary
Board of Trustees
Grand Valley State University



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF
GRAND VALLEY STATE UNIVERSITY ON APRIL 26, 2019:

Method of Selection and Appointment of Academy Board Members:

- a. Initial Academy Board Member Nominations and Appointments: As part of the public school academy application, the public school academy applicant shall propose to the Director of the University Charter Schools Office (“Director”), the names of proposed individuals to serve on the initial board of directors of the proposed public school academy. When the Director recommends an initial contract for approval to the Board of Trustees, he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the public school academy applicant. To be considered for appointment, the nominees must have completed the required board member candidate application materials, including at least (i) the Academy Board Member Questionnaire prescribed by the University Charter Schools Office; and (ii) the Criminal Background Check Report prescribed by the University Charter Schools Office.

- b. Subsequent Academy Board Member Nominations and Appointments: Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board of Director positions. As part of the appointment process, the Academy Board may submit to the Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The Director may or may not recommend the proposed nominee submitted by the Academy Board. If the Director does not recommend a nominee submitted by the Academy Board, the Director shall select a nominee and forward that recommendation to the Board of Trustees for appointment. The Board of Trustees shall have the sole and exclusive right to appoint members to the Academy Board.

- c. Exigent Appointments: When the Director determines an “exigent condition” exists which requires him/her to make an appointment to a public school academy’s board of directors, the Director, with University President approval, may immediately appoint a person to serve as a public school academy board member for the time specified, but not longer than the next meeting held by the Board of Trustees when a regular appointment may be made by the Board of Trustees. The Director shall make the appointment in writing and notify the public school academy’s board of directors of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, when a Academy Board cannot reach a quorum, when the Board of Trustees determines that an Academy Board member’s service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.
3. Qualifications of Academy Board Members: To be qualified to serve on the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the GVSU Charter Schools Office including, but not limited to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.
4. Oath /Acceptance of Office / Voting Rights: Following appointment by the Board of Trustees, Academy Board Appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.
5. Length of Term; Removal: An appointed Academy Board member is an “at will” board member who shall serve at the pleasure of the Board of Trustees for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member’s term.

If the Board of Trustees determines that an Academy Board member's service in office is no longer required, then the Board of Trustees may remove an Academy board member with or without cause and shall specify the date when the Academy Board member's service ends. An Academy Board member may be removed from office by a two-thirds (2/3) vote of the Academy's Board for cause.

6. Resignations: A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.
7. Vacancy: An Academy Board position shall be considered vacant when an Academy Board member:
 - a. Resigns
 - b. Dies
 - c. Is removed from Office
 - d. Is convicted of a felony
 - e. Ceases to be qualified
 - f. Is incapacitated
8. Filling a Vacancy: The Academy Board may nominate and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the "Subsequent Appointments" and "Exigent Appointments" procedures in this resolution.
9. Number of Academy Board Member Positions: The number of member positions of the Academy Board of Directors shall be five (5), seven (7) or nine (9), as determined from time to time by the Academy Board.
10. Quorum: In order to legally transact business, the Academy Board shall have a quorum physically 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)

A board member who is absent from a meeting of the board due to military duty may participate in the meeting virtually, and that member's virtual presence will count towards quorum and allow the absent member to participate in and vote on business before the board.

11. Manner of Acting: The Academy Board shall be considered to have “acted,” when a duly called meeting of the Academy Board has a quorum present and the number of board members voting in favor of an action is as follows:

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

12. Initial Members of the Board of Directors: The Grand Valley State University Board of Trustees appoints the following persons to serve as the initial members of the Academy’s Board of Directors for the designated term of office set forth below:

Name	Term
Name	Term
Name	Term
Name	Term
Name	Term

* See attached page for board member names and terms

13. Conservator; Appointment by University President: Notwithstanding any other provision of the Contract, in the event that the health, safety, and welfare of the 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 powers of a Board of Directors of a Public School Academy and act in the place and stead of the Academy Board. The University President shall appoint the conservator for a definite term, which may be extended in writing. During the appointment, the Academy Board members are suspended and all powers of the Academy Board are suspended. All appointments made under this provision must be presented to the University Board for final determination at its next regularly scheduled meeting. During their appointment, the Conservator shall have the following powers: a) take into his or her possession all Academy property and records, including financial, board, employment, and student records; b) institute and defend board 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 the loans, however, the power shall be subject to any provisions and restrictions in any existing credit documents; d) hire, fire, and discipline employees of the Academy; e) settle or compromise with any debtor or creditor of the Academy, including any taxing authority; f) review all outstanding agreements to which the Academy is a party and to take those actions which the Academy Board may have exercised to pay, extend, rescind, renegotiate, or settle such agreements as needed;

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

14. The Board of Trustees approves and authorizes the execution of a contract to charter a public school academy to the Academy and authorizes the University President or designee to issue a contract to charter a public school academy and related documents ("Contract") to the Academy, provided that, before execution of the Contract, the University President or designee affirms that all terms of the contract have been agreed upon and the Academy is able to comply with all terms and conditions of the Contract and Applicable Law. This resolution shall be incorporated in and made part of the Contract.
15. Within ten days after the Board of Trustees issues the Contract, the Director will submit the Contract to the Michigan Department of Education. Pursuant to the State School Aid Act of 1979, the Michigan Department of Education shall, within thirty days after the Contract is submitted to the Michigan Department of Education, issue a district code number to each public school academy that is authorized under the Revised School Code and is eligible to receive funding under the State School Aid Act. By approving and issuing the Contract, the Board of Trustees is not responsible for the Michigan Department of Education's issuance or non-issuance of a district code number. As a condition precedent to the Board of Trustees' issuance of the Contract, the Applicant, the Academy and the Academy's Board of Directors shall acknowledge and agree that the Board of Trustees, Grand Valley State University, its officers, employees and agents are not responsible for any action taken by the Academy in reliance upon the Michigan Department of Education's issuance of a district code number to the Academy, or for any Michigan Department of Education's decision resulting in the non-issuance of a district code number to the Academy.

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 30th day of April 2019.



Teri L. Losey, Secretary
Board of Trustees
Grand Valley State University

Covenant House Academy Detroit

Current Board Members:

- Ms. Caroline Chambers. Term Expires June 30, 2020
- Sister Mary Downey. Term Expires June 30, 2020
- Mr. Lawrence Givens. Term Expires June 30, 2020
- Elissa Clemons. Term Expires June 30, 2021
- William W. Phillips. Term Expires June 30, 2021
- Bruce Henderson. Term Expires June 30, 2019
- Ms. Shannon McCuiston. Term Expires June 30, 2019
- Ms. Christine Surdock. Term Expires June 30, 2016

Founding Board Members:

- Caroline E. Solomon- Chambers. 1-year term expiring June 20, 2014
- Mary E. Downey. 1-year term expiring June 30, 2014
- Larry Givens. 1-year term expiring June 30, 2014
- Jeffrey Guella. 2-year term expiring June 30, 2015
- Leila M. Kello. 2-year term expiring June 30, 2015
- Jean-Claude Lewis. 2-year term expiring June 30, 2015
- Thomas J. Lynch. 3-year term expiring June 30, 2016
- Shannon N. McCuiston. 3-year term expiring June 30, 2016
- Christine M. Surdock. 3-year term expiring June 30, 2016



CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF
GRAND VALLEY STATE UNIVERSITY ON APRIL 29, 2013:

Authorization of Covenant House Academy Detroit 6a Contract

WHEREAS, the Michigan Legislature has provided for the establishment of public school academies as part of the Michigan public school system by enacting Act No. 362 of the Public Acts of 1993; and

WHEREAS, according to this legislation, the Grand Valley State University Board of Trustees (the "Board of Trustees"), as the governing body of a state public university, is an authorizing body empowered to issue contracts to organize and operate public school academies; and

WHEREAS, the Michigan Legislature has mandated that public school academy contracts be issued on a competitive basis taking into consideration the resources available for the proposed public school academy, the population to be served by the proposed public school academy, and the educational goals to be achieved by the proposed public school academy; and

WHEREAS, the Grand Valley State University Board of Trustees, having requested applications for organizing public school academies and having reviewed the applications according to the provisions set forth by the Michigan Legislature;

NOW, THEREFORE, BE IT RESOLVED:

1. That the application for Covenant House Academy Detroit ("Academy"), main site located at 2959 Martin Luther King Jr. Blvd., Detroit, MI 48208; additional sites located at 7600 Goethe, Detroit, MI 48214 and 1450 25th Street, Detroit, MI 48216, submitted under Section 502 of the Revised School Code, meets the Board of Trustees' requirements and the requirements of applicable law, is therefore approved;
2. That the Board of Trustees establishes the method of selection, length of term and number of members of the Academy's Board of Directors as follows:

Method of Selection and Appointment of Academy Board Members:

- a. Initial Academy Board Member Nominations and Appointments: As part of the public school academy application, the public school academy applicant shall propose to the Director of the University Charter Schools Office ("Director"), the names of proposed individuals to serve on the initial board of directors of the proposed public school academy. When the Director recommends an initial contract for approval to the Board of Trustees, he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the public school academy applicant. To be considered for appointment, the nominees must have completed the required board member candidate application materials, including at least (i) the Academy Board Member Questionnaire prescribed by the University Charter Schools Office; and (ii) the Criminal Background Check Report prescribed by the University Charter Schools Office.
- b. Subsequent Academy Board Member Nominations and Appointments: Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board of Director positions. As part of the appointment process, the Academy Board may submit to the Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The Director may or may not recommend the proposed nominee submitted by the Academy Board. If the Director does not recommend a nominee submitted by the Academy Board, the Director shall select a nominee and forward that recommendation to the Board of Trustees for appointment. The Board of Trustees shall have the sole and exclusive right to appoint members to the Academy Board.
- c. Exigent Appointments: When the Director determines an "exigent condition" exists which requires him/her to make an appointment to a public school academy's board of directors, the Director, with University President approval, may immediately appoint a person to serve as a public school academy board member for the time specified, but

not longer than the next meeting held by the Board of Trustees when a regular appointment may be made by the Board of Trustees. The Director shall make the appointment in writing and notify the public school academy's board of directors of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, when a Academy Board cannot reach a quorum, when the Board of Trustees determines that an Academy Board member's service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.

3. Qualifications of Academy Board Members: To be qualified to serve on the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the GVSU Charter Schools Office including, but not limited to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.
4. Oath /Acceptance of Office / Voting Rights: Following appointment by the Board of Trustees, Academy Board Appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.
5. Length of Term; Removal: An appointed Academy Board member is an "at will" board member who shall serve at the pleasure of the Board of Trustees for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member's term.

If the Board of Trustees determines that an Academy Board member's service in office is no longer required, then the Board of Trustees may remove an Academy board member with or without

cause and shall specify the date when the Academy Board member's service ends. An Academy Board member may be removed from office by a two-thirds (2/3) vote of the Academy's Board for cause.

6. Resignations: A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.

7. Vacancy: An Academy Board position shall be considered vacant when an Academy Board member:

- a. Resigns
- b. Dies
- c. Is removed from Office
- d. Is convicted of a felony
- e. Ceases to be qualified
- f. Is incapacitated

8. Filling a Vacancy: The Academy Board may nominate and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the "Subsequent Appointments" and "Exigent Appointments" procedures in this resolution.

9. Number of Academy Board Member Positions: The number of member positions of the Academy Board of Directors shall be five (5), seven (7) or nine (9), as determined from time to time by the Academy Board.

10. Quorum: In order to legally transact business the Academy Board shall have a quorum physically 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)

11. Manner of Acting: The Academy Board shall be considered to have "acted," when a duly called meeting of the Academy Board

has a quorum present and the number of board members voting in favor of an action is as follows:

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


12. Initial Members of the Board of Directors: The Grand Valley State University Board of Trustees appoints the following persons to serve as the initial members of the Academy's Board of Directors for the designated term of office set forth below:

Caroline E. Solomon-Chambers	1 year term expiring June 20, 2014
Mary E. Downey	1 year term expiring June 30, 2014
Larry Givens	1 year term expiring June 30, 2014
Jeffrey Guella	2 year term expiring June 30, 2015
Leila M. Kello	2 year term expiring June 30, 2015
Jean-Claude Lewis	2 year term expiring June 30, 2015
Thomas J. Lynch	3 year term expiring June 30, 2016
Shannon N. McCuiston	3 year term expiring June 30, 2016
Christine M. Surdock	3 year term expiring June 30, 2016

13. The Board of Trustees approves and authorizes the execution of a contract to charter a public school academy to the Academy and authorizes the University President or designee to issue a contract to charter a public school academy and related documents ("Contract") to the Academy, provided that, before execution of the Contract, the University President or designee affirms that all terms of the contract have been agreed upon and the Academy is able to comply with all terms and conditions of the Contract and Applicable Law. This resolution shall be incorporated in and made part of the Contract.
14. Within ten days after the Board of Trustees issues the Contract, the Director will submit the Contract to the Michigan Department of Education. Pursuant to the State School Aid Act of 1979, the Michigan Department of Education shall, within thirty days after the Contract is submitted to the Michigan Department of Education, issue a district code number to each public school academy that is authorized under the Revised School Code and is eligible to receive funding under the State School Aid Act. By approving and issuing the Contract, the Board of Trustees is not responsible for the Michigan Department of Education's issuance or non-issuance of a district code number. As a condition

precedent to the Board of Trustees' issuance of the Contract, the Applicant, the Academy and the Academy's Board of Directors shall acknowledge and agree that the Board of Trustees, Grand Valley State University, its officers, employees and agents are not responsible for any action taken by the Academy in reliance upon the Michigan Department of Education's issuance of a district code number to the Academy, or for any Michigan Department of Education's decision resulting in the non-issuance of a district code number to the Academy.

IN WITNESS WHEREOF, I have hereunto signed my name as Secretary and have caused the seal of said body corporate to be hereto affixed this 6th day of May 2013.



Teri L. Losey, Secretary
Board of Trustees
Grand Valley State University

SCHEDULE 2

ARTICLES OF INCORPORATION



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

Date Received

AC1

(FOR BUREAU USE ONLY)

JUN 19 2019

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

TranInfo:1 23727695-1 06/17/19
Chk#: 150078753 Amt: \$10.00
ID: 800903821

FILED

JUN 21 2019

EFFECTIVE DATE:

ADMINISTRATOR
CORPORATIONS DIVISION

Name Seymour M. Nayer		
Address 38505 Woodward Avenue - Suite 100		
City Bloomfield Hills	State MI	ZIP Code 48304

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

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

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

- The present name of the corporation is:
Covenant House Academy Detroit
- The identification number assigned by the Bureau is: 800903821
- All former names of the corporation are:
Covenant House Life Skills Center Central
Covenant House Academy Central
- The date of filing the original Articles of Incorporation was: July 6, 2005

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

ARTICLE I

The name of the corporation is:
Covenant House Academy Detroit

ARTICLE II

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

- Specifically, the corporation is organized for the purposes of operating as a public school academy in the State of Michigan pursuant to Part 6A of the Code, being Sections 380.501 to 380.507 of the Michigan Compiled Laws.
- The corporation, including all activities incident to its purposes, shall at all times be conducted so as to be a governmental entity pursuant to Section 115 of the United States Internal Revenue Code ("IRC") or any successor law. Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activity not permitted to be carried on by a governmental instrumentality exempt from federal income tax under Section 115 of the IRC or by a nonprofit corporation organized under the laws of the State of Michigan and subject to a Contract authorized under the Code.

ARTICLE III

1. The corporation is formed on a nonstock basis.
(stock or nonstock)

2. If formed on a stock basis, the aggregate number of shares that the corporation has authority to issue is _____ . If the shares are or are to be divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences, and limitations of the shares of each class to the extent that the designations, numbers, relative rights, preferences, and limitations have been determined are as follows:

3a. If formed on a nonstock basis, the corporation is to be financed under the following general plan:

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.

b. The corporation is formed on a directorship basis.
(membership or directorship)

ARTICLE IV

1. The name of the resident agent is: Seymour M. Nayer

2. The address of the registered office is:

38505 Woodward Avenue, Suite 100 Bloomfield Hills , Michigan 48304
(Street Address) (City) (ZIP Code)

3. The mailing address of the registered office, if different than above:

_____, Michigan _____
(Street Address or P.O. Box) (City) (ZIP Code)

See attached.

5. COMPLETE SECTION (a) IF THE RESTATED ARTICLES WERE ADOPTED BY THE UNANIMOUS CONSENT OF THE INCORPORATOR(S) BEFORE THE FIRST MEETING OF THE BOARD OF DIRECTORS, OTHERWISE, COMPLETE SECTION (b). DO NOT COMPLETE BOTH.

a. These Restated Articles of Incorporation were duly adopted on the _____ day of _____, _____, in accordance with the provisions of Section 641 of the Act by the unanimous consent of the incorporator(s) before the first meeting of the Board of Directors under Section 611(1)(a).

Signed this _____ day of _____, _____

(Signatures of a Majority of Incorporators; Type or Print Name Under Each Signature)

b. These Restated Articles of Incorporation were duly adopted on the 11th day of June, 2019, in accordance with the provisions of section 641 of the Act: (check one of the following)

by the Board of Directors without a vote of the members or shareholders. These Restated Articles of Incorporation only restate and integrate the articles and include only amendments adopted under section 611(1) or section 611(2) of the Act and there is no material discrepancy between those provisions and the provisions of the Restated Articles of Incorporation.

were duly adopted by the shareholders, the members, or the directors (if organized on a nonstock directorship basis). The necessary number of votes were cast in favor of these Restated Articles of Incorporation.

were duly adopted by the written consent of all the shareholders or members entitled to vote in accordance with section 407(3) of the Act.

were duly adopted by the written consent of all the directors pursuant to section 525 of the Act as the corporation is formed on a directorship basis.

were duly adopted by the written consent of the shareholders, members, or their proxies having not less than the minimum number of votes required by statute in accordance with section 407 of the Act. Written notice to members or shareholders who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders, members, or their proxies is permitted only if such provision appears in the Articles of Incorporation).

Signed this 11th day of June, 2019

By Seymour M. Nayer
(Signature of Authorized Officer or Agent)

Seymour M. Nayer
(Type or Print Name)

Authorized Agent
(Type or Print Title)

ARTICLE V

The corporation is a governmental entity.

ARTICLE VI

Before execution of a contract to charter a public school academy between the Academy Board and the Board of Trustees, the method of selection, length of term, and the number of members of the Academy Board shall be approved by a resolution of the Board of Trustees as required by the Code.

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

1. **Method of Selection and Appointment of Academy Board Members:**

- a. **Initial Academy Board Member Nominations and Appointments:** As part of the public school academy application, the public school academy applicant shall propose to the Director of the University Charter Schools Office ("Director"), the names of proposed individuals to serve on the initial board of directors of the proposed public school academy. When the Director recommends an initial contract for approval to the Board of Trustees, he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the public school academy applicant. To be considered for appointment, the nominees must have completed the required board member candidate application materials, including at least (i) the Academy Board Member Questionnaire prescribed by the University Charter Schools Office; and (ii) the Criminal Background Check Report prescribed by the University Charter Schools Office.
- b. **Subsequent Academy Board Member Nominations and Appointments:** Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board of Director positions. As part of the appointment process, the Academy Board may submit to the Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The Director may or may not recommend the proposed nominee submitted by the Academy Board. If the Director does not recommend a nominee submitted by the Academy Board, the Director shall select a nominee and forward that recommendation to the Board of Trustees for appointment. The Board of Trustees shall have the sole and exclusive right to appoint members to the Academy Board.

- c. **Exigent Appointments:** When the Director determines an "exigent condition" exists which requires him/her to make an appointment to a public school academy's board of directors, the Director, with University President approval, may immediately appoint a person to serve as a public school academy board member for the time specified, but not longer than the next meeting held by the Board of Trustees when a regular appointment may be made by the Board of Trustees. The Director shall make the appointment in writing and notify the public school academy's board of directors of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, when a Academy Board cannot reach a quorum, when the Board of Trustees determines that an Academy Board member's service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.
2. **Qualifications of Academy Board Members:** To be qualified to serve on the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the GVSU Charter Schools Office including, but not limited to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.
3. **Oath /Acceptance of Office / Voting Rights:** Following appointment by the Board of Trustees, Academy Board Appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.
4. **Length of Term: Removal:** An appointed Academy Board member is an "at will" board member who shall serve at the pleasure of the Board of Trustees for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member's term.

If the Board of Trustees determines that an Academy Board member's service in office is no longer required, then the Board of Trustees may remove an Academy board member with or without cause and shall specify the date when the Academy Board member's service ends. An Academy Board member may be removed from office by a two-thirds (2/3) vote of the Academy's Board for cause.

5. **Resignations:** A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.

6. **Vacancy:** An Academy Board position shall be considered vacant when an Academy Board member:
 - a. Resigns
 - b. Dies
 - c. Is removed from Office
 - d. Is convicted of a felony
 - e. Ceases to be qualified
 - f. Is incapacitated

7. **Filling a Vacancy:** The Academy Board may nominate and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the "Subsequent Appointments" and "Exigent Appointments" procedures in this resolution.

8. **Number of Academy Board Member Positions:** The number of member positions of the Academy Board of Directors shall be five (5), seven (7) or nine (9), as determined from time to time by the Academy Board.

9. **Quorum:** In order to legally transact business, the Academy Board shall have a quorum physically 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)

A board member who is absent from a meeting of the board due to military duty may participate in the meeting virtually, and that member's virtual presence will count towards quorum and allow the absent member to participate in and vote on business before the board.

10. **Manner of Acting:** The Academy Board shall be considered to have "acted," when a duly called meeting of the Academy Board has a quorum present and the number of board members voting in favor of an action is as follows:

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

11. **Conservator: Appointment by University President:** Notwithstanding any other provision of the Contract, in the event that the health, safety, and welfare of the 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 powers of a Board of Directors of a Public School Academy and act in the place and stead of the Academy Board. The University President shall appoint the conservator for a definite term, which may be extended in writing. During the appointment, the Academy Board members are suspended and all powers of the Academy Board are suspended. All appointments made under this provision must be presented to the University Board for final determination at its next regularly scheduled meeting. During their appointment, the Conservator shall have the following powers: a) take into his or her possession all Academy property and records, including financial, board, employment, and student records; b) institute and defend board 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 the loans, however, the power shall be subject to any provisions and restrictions in any existing credit documents; d) hire, fire, and discipline employees of the Academy; e) settle or compromise with any debtor or creditor of the Academy, including any taxing authority; f) review all outstanding agreements to which the Academy is a party and to take those actions which the Academy Board may have exercised to pay, extend, rescind, renegotiate, or settle such agreements as needed; and g) perform all acts necessary and appropriate to fulfill the Academy's purposes as set forth under the Code or this Contract.

ARTICLE VII

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

To the extent permitted by law, upon the dissolution of the corporation, the board shall after paying or making provision for the payment of all of the liabilities of the corporation, dispose of all of the assets of the corporation to the Board of Trustees 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 VIII

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 Sections 691.1407 of the Michigan Compiled Laws.

ARTICLE IX

These Articles of Incorporation shall not be amended except by the process provided in the contract executed by the Academy Board and the Board of Trustees.

ARTICLE X

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

ARTICLE XI

A volunteer director is not personally liable to the corporation or its members for money damages for any action taken or any failure to take any action as a volunteer officer, except liability for any of the following:

- (i) The amount of a financial benefit received by a director or volunteer officer to which he or she is not entitled.
- (ii) Intentional infliction of harm on the corporation, its shareholders, or members.
- (iii) A violation of Section 551 of the Michigan Nonprofit Corporation Act;
- (iv) An intentional criminal act.
- (v) A liability imposed under section 497(a).

If the corporation obtains tax exempt status under section 501(c)(3) of the internal revenue code, the corporation assumes all liability to any person other than the corporation for all acts or omissions of a volunteer director occurring on or after the filing of the Articles incurred in the good faith performance of the volunteer director's duties.

This article shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Government Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964.

ARTICLE XII

The corporation assumes the liability for all acts or omissions of a volunteer director, volunteer officer, or other volunteer if all of the following are met:

- (i) The volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority;
- (ii) The volunteer was acting in good faith;
- (iii) The volunteer's conduct did not amount to gross negligence or willful and wanton misconduct;
- (iv) The volunteer's conduct was not an intentional tort; and
- (v) The volunteer's conduct was not a tort arising out of the ownership, maintenance or use of a motor vehicle for which tort liability may be imposed under section 3135 of the insurance code of 1956, 1956 PA 218, MCL 500.3135.

This article shall not be deemed a relinquishment or waiver of any kind of Section 7 of the Governmental Liability for Negligence Act, being Act No. 170, Public Acts of Michigan, 1964.

ARTICLE XIII

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

ARTICLE XIV

These Restated Articles of Incorporation shall become effective upon filing. However, the corporation shall not carry out the purposes set forth in Article II unless/or until the Board of Trustees issues to the Academy Board a contract to operate as a public school academy, and the contract is executed by both the Academy Board and the Board of Trustees.

SCHEDULE 3

BYLAWS

CONTRACT SCHEDULE 3

BY LAWS

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**BYLAWS
OF
(NAME)**

**ARTICLE I
NAME**

This organization shall be called Covenant House Academy Detroit (The "Academy" or the "corporation").

**ARTICLE II
FORM OF ACADEMY**

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

**ARTICLE III
OFFICES**

Section 1. Principal Office. The principal office of the Academy shall be located in the State of Michigan.

Section 2. Registered Office. The registered office of the Academy shall be 38505 Woodward Avenue, Suite 100, Bloomfield Hills, Michigan 48304. The registered agent is Seymour M. Nayer. It must be located in the State of Michigan, and be the business office of the registered agent, as required by the Michigan Nonprofit Corporation Act.

**ARTICLE IV
BOARD OF DIRECTORS**

Section 1. General Powers. The business, property and affairs of the Academy 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 Nonprofit Corporation Act or pursuant to Part 6A of the Revised School code ("Code"). The Academy Board may delegate said powers to the officers and committees of the Academy Board as it deems appropriate or necessary, as long as such delegation is consistent with the Articles, these Bylaws, the Contract and Applicable Law.

Section 2. Method of Selection and Appointment. Nomination and appointment to the Academy Board shall be handled in the following manner:

1. Method of Selection and Appointment of Academy Board Members:

- a. Initial Academy Board Member Nominations and Appointments: As part of the public school academy application, the public school academy applicant shall propose to the Director of the University Charter Schools Office ("Director"), the names of proposed individuals to serve on the initial board of directors of the proposed public school academy. When the Director recommends an initial contract for approval to the Grand Valley State University Board of Trustees ("Board of Trustees"), he/she shall include recommendations for initial Academy Board members. These recommendations may, but are not required to, include individuals proposed by the public school academy applicant. To be considered for the appointment, the nominees must have completed the required board member Questionnaire prescribed by the University Charter Schools office; and (ii) the criminal Background Check Report prescribed by the University Charter Schools Office.
- b. Subsequent Academy Board Member Nominations and Appointments: Except as provided in paragraph (2) below, the Academy Board may nominate individuals for subsequent Academy Board of Director positions. As part of the appointment process, the Academy Board may submit to the Director: (i) the name of the nominee; (ii) the board member candidate application materials identified in paragraph (a) above; and (iii) a copy of the Academy Board nominating resolution. The Director may or may not recommend a nominee submitted by the Academy Board. If the Director does not recommend a nominee submitted by the Academy Board, the Director shall select a nominee and forward that recommendation to the Board of Trustees for appointment. The board of Trustees shall have the sole and exclusive right to appoint members to the Academy Board.
- c. Exigent Appointments: When the Director determines an "exigent condition" exists which requires him/her to make an appointment to a public school academy's board of director, the Director, with University President approval, may immediately appoint a person to serve as a public school academy board member for the time specified, but not longer than the next meeting made by the Board of Trustees. The Director shall make the appointment in writing and notify the public school academy's board of directors of the appointment. Exigent conditions include, but are not limited to when an Academy Board seat is vacant, determines that an Academy Board member's service is no longer required, when an Academy Board member is removed, when an Academy Board fails to fill a vacancy, or other reasons which would prohibit the Academy Board from taking action without such an appointment.

2. Qualifications of Academy Board Members: To be qualified to serve of the Academy Board, a person shall: (a) be a citizen of the United States; (b) reside in the State of Michigan; (c) submit all materials requested by the GVSU Charter Schools Office including, but not limited to, a GVSU Academy Board Member Questionnaire and a release for criminal history background check; (d) not be an employee of the Academy; (e) not be a director, officer, or employee of a company or other entity that contracts with the Academy; and (f) not be an employee or representative of GVSU or be a member of the Board of Trustees.

3. Oath / Acceptance of Office / Voting Rights: Following appointment by the Board of Trustees, Academy Board Appointees may begin their legal duties, including the right to vote, after they have signed an Acceptance of Public Office form and taken the Oath or Affirmation of Public Office administered by a member of the Academy Board, other public official or notary public.

4. Length of Term; Removal: An appointed Academy Board member is an "at will" board member who shall serve at the pleasure of the Board of Trustees for a term of office not to exceed three (3) years. Regardless of the length of term, terms shall end on June 30 of the final year of service, unless shorter due to other provisions of this resolution. A person appointed to serve as an Academy Board member may be reappointed to serve additional terms. When an Academy Board member is appointed to complete the term of service of another Academy Board member, their service ends at the end of the previous Academy Board member's term.

If the Board of Trustees determines that an Academy Board member's service in office is no longer required, then the Board of Trustees may remove an Academy Board member with or without cause and shall specify the date when the Academy Board member's service ends. An Academy Board member may be removed from the office by a two-thirds (2/3) vote of the Academy's Board for cause.

5. Resignations: A member of the Academy Board may resign from office by submitting a written resignation or by notifying the Director. The resignation is effective upon receipt by the Director, unless a later date is specified in the resignation. A written notice of resignation is not required. If no such written notification is provided, then the Director shall confirm a resignation in writing. The resignation shall be effective upon the date the Director sends confirmation to the resigning Academy Board member.

6. Vacancy: An Academy Board position shall be considered vacant when an Academy Board member:

- a. Resigns
- b. Dies
- c. Is removed from Office
- d. Is convicted of a felony
- e. Ceases to be qualified
- f. Is incapacitated

7. **Filling a Vacancy:** The Academy Board may nominate and the Director shall recommend or temporarily appoint persons to fill a vacancy as outlined in the "Subsequent Appointments" and "Exigent Appointments" procedures in this resolution.
8. **Number of Academy Board Member Positions:** The number of member positions of the Academy Board of Directors shall be five (5), seven (7), or nine (9), as determined from time to time by the Academy Board.
9. **Quorum:** In order to legally transact business, the Academy Board shall have a quorum physically 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)

A board member who is absent from a meeting of the board due to military duty may participate in the meeting virtually, and that member's virtual presence will count towards quorum and allow the absent member to participate in and vote on business before the board.

10. **Manner of Acting:** The Academy Board shall be considered to have "acted," when a duly called meeting of the Academy Board has a quorum present and the number of board members voting in favor of an action is as follows:

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

Section 3. Conservator; Appointment by University President. Notwithstanding any other provision of the Contract, in the event that the health, safety, and welfare of the 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 powers of a Board of Directors of a Public School Academy and act in the place and stead of the Academy Board. The University President shall appoint the conservator for a definite term, which may be extended in writing. During the appointment, the Academy Board members are suspended and all powers of the Academy Board are suspended. All appointments made under this provision must be presented to the University Board for final determination at its next regularly scheduled meeting. During their appointment, the Conservator shall have the following powers: a) take into his or her possession all Academy property and records, including financial, board, employment, and student records; b) institute and defend board 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 the loans, however, the power shall be subject to any provisions and restrictions in any existing credit documents; d) hire, fire, and discipline employees of the Academy; e) settle or compromise with any debtor or creditor of the Academy, including any taxing authority; f) review all outstanding agreements to which the Academy is a party and to take those actions which the Academy Board may have exercised to pay, extend, rescind, renegotiate, or settle such agreements as needed; and g) perform all acts necessary and appropriate to fulfill the Academy's purposes as set forth under the Code or this Contract.

Section 4. Compensation. By resolution of the Academy Board, Directors may be paid their expenses, if any, of attendance at each meeting of the Academy Board, subject to the statutes regarding 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 and the Standards of Conduct for Public Officers and Employees, Act No. 196 of the Public Acts of 1973, being Sections 15.341 to 15.348 of the Michigan Compiled Laws, and the statute concerning Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being Sections 15.181 to 15.185 of the Michigan Compiled Laws.

ARTICLE V

MEETINGS

Section 1. Annual and Regular Meetings. The Academy Board shall hold an annual meeting each year. The meeting shall be held at such time and place as the Academy Board of Directors shall from time to time determine. The Academy Board may also provide, by resolution, the time and place, within the state of Michigan, for the holding of additional regular meetings. The Academy shall provide notice of all regular meetings 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 President or any Academy Board 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 as required by the Open Meetings Act.

Section 3. Notice; Waiver. The Academy Board must comply with the notice provisions of the Open Meetings Act. In addition, notice of any meeting shall be given to each Director stating the time and place of the meeting, delivered personally or mailed or sent by facsimile to each Director at the Director's business address. Any Director may waive notice of any meeting by written statement, or telecopy sent by the Director, signed before or after the holding of the meeting. The attendance of a Director at a meeting constitutes a waiver of notice of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 4. Open Meetings Act. All meetings of the Academy Board, shall at all times be in compliance with the Open Meetings Act.

Section 5. Presumption of Assent. A director of the Academy Board who is present at a meeting of the Academy Board at which action on any corporate matters is taken shall be presumed to have assented to the action taken unless that Director's dissent shall be entered in the minutes of the meeting or unless that Director shall file a written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the corporation immediately after the adjournment of the meeting. This right to dissent shall not apply to a Director who voted in favor of such action.

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 the vacancies in the officers of the Academy Board or committees created pursuant to this Section; (ii) amending the Articles of Incorporation or Bylaws; or (iii) any action the Academy Board cannot lawfully delegate under the Articles, 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 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 Academy shall be a President, Vice-President, Secretary, Treasurer, and such Assistant officers as may be selected by the Academy Board.

Section 2. Election and Term of Office. The Academy Board shall elect the initial officers at its first duly noticed meeting. Thereafter, the Academy Board shall elect the officers annually as terms expire at the annual meeting of the Academy Board. 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 officers resigns or is removed in the manner provided in Article IV, Section 2.

Section 3. Removal. If the Grand Valley State University Board of Trustees determines that an Academy Board member's service in office is no longer required, then the Board of Trustees may remove an Academy board member with or without cause and shall specify the date when the Academy

Board member's service ends. An Academy Board member may be removed from office by a two-thirds (2/3) vote of the Academy's Board for cause.

Section 4. Vacancies. A vacancy in any office shall be filled in accordance with Article IV, Section 2.

Section 5. President. The President of the Academy 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 all standing committees and may be designated Chairperson of those committees by the Academy Board. The President shall, in general, perform all duties incident to the office of President of the Board as may be prescribed by the Board from time to time.

Section 6. Vice-President. The Vice-President of the Academy 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 the Academy Board.

Section 7. Secretary. The Secretary of the Academy shall be a member of the Academy Board. The Secretary shall perform, or cause to be performed, the following duties: (a) keep the minutes of the Academy Board meetings in one or more books provided 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 by the Academy Board.

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

Directors shall have the power to appoint any person to perform the duties of an officer whenever for any reason it is impractical for such officer to act personally. Such acting officer so appointed shall have the powers of and be subject to all 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. Officers shall not receive a salary unless the salary has been specifically approved by the Academy Board, subject to the statute concerning Incompatible Public Offices, Act No. 566 of the Public Acts of 1978, being sections 15.181 to 15.185 of the Michigan Compiled Laws. Officers of the corporation who are Directors of the corporation may not be compensated for their services. They may, however, receive traveling and other expenses.

Section 11. Filling More Than One Office. Subject to the statute concerning 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 or officers, agent or agents, 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 there to. No contract into, by or on behalf of the Academy Board, shall in any way bind the University or impose any liability on the University, its trustees, 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 or advance to, or overdraft of funds by an officer or member of the Academy Board otherwise than in the ordinary and usual course of the business of the corporation, and on the ordinary and usual course of the business or security, 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 Grand Valley State University or impose any liability on Grand Valley State University, its trustees, officers, employees, or agents.

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. All funds of the corporation not otherwise employed shall be deposited within three (3) business days after the receipt of the funds by 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 1221 of the Revised School Code, being Section 380.1221 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 another 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 Treasurer of this corporation or by proxy appointed by the Secretary or Treasurer. Such proxy or consent in 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.

Section 6. Contracts Between Corporation and Related Persons. As required by Applicable Law, any Director, officer or employee of the Academy, who enters into a contract with the Academy, that meets the definition of contract under the statute on 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, shall comply with the public disclosure requirement set forth in Section 3 of the statute.

ARTICLE IX

INDEMNIFICATION

Each person who is or was a member of the Academy Board, or a trustee, director, officer or member of a committee of the Academy and each person who serves or has served at the request of the Academy as a trustee, director, officer, partner, 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 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, BUDGET AND UNIFORM BUDGETING AND ACCOUNTING

Section 1. Fiscal Year, Budget and Uniform Budgeting and Accounting. The fiscal year of the corporation shall begin on the first day of July in each year. The Board of Directors, subject to the oversight responsibilities of the University Board, shall have exclusive control of the budget. The board shall prepare and publish an annual budget in accordance with the Uniform Budgeting and Accounting Act, being Act 2 of the public laws of Michigan of 1968, as amended.

ARTICLE XI

SEAL

The Academy Board may provide a corporate seal, which shall be circular in form and shall have inscribed thereon the name of the corporation, the State of Michigan and the words "Corporate Seal" and "Public School Academy."

ARTICLE XII

AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by obtaining 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 the special meetings. Upon arrival, the Academy Board shall forward the amendment to the University Charter Schools Office. The amendment shall be automatically incorporated into Schedule 3 of the Contract upon receipt of the amendment by the University Charter Schools Office. The Academy Board is encouraged to submit proposed Bylaw changes to the Charter Schools Office, for review and

comment, prior to adoption. If at any time the University identifies a provision in the Academy Board's Bylaws that violates or conflicts with applicable law or the Contract, it shall notify the Academy Board in writing and the Academy Board shall remedy the identified provision to be in concert with applicable law and the Contract.

CERTIFICATION

The Board certifies that these Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by the Academy Board on the 11th day of June, 2019.



Board Secretary

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SCHEDULE 4

FISCAL AGENT AGREEMENT

SCHEDULE 4

FISCAL AGENT AGREEMENT

This Agreement is part of the Contract issued by the Grand Valley State University Board of Trustees ("University Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to Covenant House Academy Detroit ("Academy"), a public school 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 any State School Aid Payments received from the State of Michigan ("State") on behalf of the Academy to 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 Grand Valley State University as designated by the University Board.

"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 urban high school academies for State School Aid Payments pursuant to the School Aid Act of 1979, as amended.

Section 1.02. Fiscal Agent Agreement Incorporated into Contract; Use of Contract Definitions. This Fiscal Agent Agreement shall be incorporated into and is part of the Contract issued by the University Board to the Academy. Terms defined in the Contract shall have the same meaning in this Agreement.

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. 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 the Contract, the Fiscal Agent shall transfer all State School Aid Payments and all Other Funds received on behalf of the Academy to the Academy within three (3) 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 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 University 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. No State Aid Payment Agreement and Direction document shall be effective until it is acknowledged by the University President.

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.

Section 4.05. Deposit of Academy Funds. The Academy Board agrees to comply with Section 1221 of the Revised School Code, being 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 send to the Academy within thirty (30) days of September 1, and annually thereafter, a written report dated as of August 31 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 and the amount of Other Funds as delivered by the source of those funds.

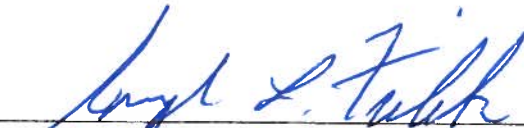
The Fiscal Agent shall not be liable for any action taken or neglected to be taken by it in good faith in any exercise of reasonable care and believed by it to be within the discretion or power conferred upon it by this Agreement, nor shall the Fiscal Agent be responsible for the consequences of any 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.

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 University Board to the Academy.

BY: _____


Joseph L. Fielek, Director
Bureau of State and Authority Finance
Michigan Department of Treasury

Date: May 16, 2013

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SCHEDULE 5

MASTER CALENDAR OF REPORTING REQUIREMENTS

**Public School Academy / School of Excellence
Master Calendar of Reporting Requirements
July 1, 2020 – June 30, 2021**

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
July 11	Board Adopted 2020-2021 School Calendar/School Day Schedule.	CSO
July 11	Board adopted Annual Calendar of Regularly Scheduled Meetings for 2020-2021.	CSO
July 11	Board Adopted Annual Operating Budget for the General Fund and School Service Fund for 2020-2021.	CSO
July 11	Copy of Notice of Public Hearing for Annual Operating Budget for 2020-2021.	CSO
July 11	Budgeted Enrollment Number for 2010-2021.	CSO
July 25	DS-4168 Report of Days and Clock Hours of Pupil Instruction for 2019-2020 academic year, if applicable (See MDE website, www.michigan.gov/mde , for MDE due date and form).	CSO
August 3	Board Resolution appointing Chief Administrative Officer for 2020-2021. Must be a board member.	CSO
August 3	Board Resolution appointing Freedom of Information Act Coordinator for 2020-2021.	CSO
August 3	Board Designated Legal Counsel for 2020-2021	CSO
August 3	School Safety Liaison for 2020-2021.	CSO
August 15	Special Education Data Report; Special Education Procedures; Section 504 Data Report. Use GVSU Templates located within the task in Epicenter.	CSO
August 29	4 th Quarter Financial Statements – quarter ending 06/30.	CSO
September 6	GVSU Check Directions (Where do we send checks for the 2020-2021 year?).	CSO
September 6	Updated Waitlist Number for 2020-2021.	CSO
September 6	Board approved Student Handbook 2020-2021.	CSO
September 6	Board approved Employee Handbook 2020-2021.	CSO
September 6	Copy of School Improvement Plan covering 2020-2021 academic year. * Not required for 2020-2021 school year.	CSO
September 6	School Information Update- See Epicenter Task for template.	CSO
September 6	School Contacts Update Certification.	CSO
October 3	Completed PSA Insurance Questionnaires. See Epicenter Task for template.	CSO
October 3	Staff Roster (GVSU Format).	CSO
October 3	Annual Nonprofit Corporation Information Update for 2020.	CSO
October 3	Board adoption of the Statewide Safety Information Policy (see MCL 380.1308 for more information).	CSO
October 11	Unaudited Count Day Submission.	CSO
October 11	Criminal History Record Registration- New Schools.	CSO

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
October 11	DS-4898 PSA Preliminary Pupil Membership Count for September 2020 Enrollment and Attendance for 1 st & 2 nd Year PSAs and Academies who added grade levels. (See MDE website, www.michigan.gov/mde for MDE due date).	CSO
October 30	Audited Financial Statements for fiscal year ending June 30, 2020. (See MDE Website, www.michigan.gov/mde , for MDE due date.	CSO
October 30	Management Letter (comments and recommendations from independent financial auditor) for fiscal year ending June 30, 2020, if issued. If a management letter is not issued, a letter from the Academy stating a management letter was not issued is required to be submitted.	CSO
October 30	Annual A-133 Single Audit for year ending June 30, 2020, is required if over \$500K in federal funds have been expended. If a single audit is not necessary, a letter from the Academy stating as such is required to be submitted.	CSO
October 30	1 st Quarter Financial Statements – quarter ending 09/30.	CSO
December 2	Special Education Population Data request sheet.	CSO
December 13	Transparency Page Update Certification.	CSO
January 10	Hylant Insurance Policy Submission.	CSO
January 13	Staff Roster (GVSU Format).	CSO
January 13	School Contacts Update Certification.	CSO
January 30	2 nd Quarter Financial Statements – quarter ending 12/31.	CSO
January 30	Board Member Annual Conflict of Interest.	CSO
January 30	Annual Education Report. The deadline changes for this each year. Please be sure to check mischool.net for the updated templates, or find them in the Epicenter Task.	CSO
February 21	Unaudited Winter Count Day Submission.	CSO
March (TBD)	Anti-Bullying Policy, in accordance with Matt’s Safe School Law (new schools).	CSO
April 1	Special Education: Maintenance of Effort (MOE) Eligibility Test submitted through Catamaran. Please download PDF or Excel and submit.	CSO
April 27	3 rd Quarter Financial Statements – quarter ending 03/31.	CSO
May 15	Notice of Open Enrollment & Lottery Process or Open Enrollment & Lottery Process Board Policy for 2020-2021. Must include board approved offered seat schedule.	CSO
June 4	Certificate of Boiler Inspection covering years 2021-2022.	CSO
June 27	Waitlist for 2021-2022.	CSO
June 27	Number of graduates in Class of 2021. Enter directly into Epicenter.	CSO

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
June 27	Amount of scholarship dollars received for class of 2021. Enter directly into Epicenter.	CSO
June 27	Board Approved Amended Budget for 2020-2021 fiscal year (or statement that budget has been reviewed and no amendment was needed).	CSO
June 27	2020-2021 Log of emergency drills, including date, time and results. See Epicenter Task for template.	CSO
June 27	Board adopted Letter of Engagement for year ending June 30, 2021, independent financial audit.	CSO
June 27	Food service license expiring 04/30/2021.	CSO
June 27	Special Education Population Data request sheet.	CSO

Ongoing Reporting Requirements July 1, 2020 – June 30, 2021

The following documents do not have a set calendar date; however, they require submission within a certain number of days from board action or other occurrence.

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
Date notice is posted	Academy Board Meeting Record of Postings – cancellations, changes, special meetings, emergency etc. Must include time and date of actual posting.	CSO
14 days after Board meeting	Draft Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings.	CSO
14 days after Board approval	Approved Academy Board Meeting Minutes and Resolutions of regular, special & emergency board meetings.	CSO
30 business days after board approval	Board Adopted Annual Operating Budget for 2019-2020 including Salary/Compensation Transparency Reporting to be available on school website per the State School Aid Act as amended	No submission needed.
14 days after Board approval	Oath of Office and written acceptance for each Board Member.	CSO
10 business days after Board approval	Board adopted <i>Amended</i> Budget and General Appropriations Resolution.	CSO
10 days of receipt	Correspondence received from the Michigan Department /State Board of Education requiring a formal response.	CSO
10 days of receipt	Correspondence received from the Health Department requiring a formal response.	CSO

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
10 days of receipt	Written notice of litigation or formal proceedings involving the Academy.	CSO
30 days prior to board execution	Board proposed draft Educational Management Company Agreements or Amendments thereto.	CSO
5 business days of receipt	Request and Responses to Freedom of Information Requests.	CSO

**Original/Subsequent Board Policy Reporting Requirements
July 1, 2020 – June 30, 2021**

The following documents do not have a set calendar date; however, they require an original submission and subsequent submission if Board action is taken making amendments/changes.

REPORT DESCRIPTION	SUBMIT TO:
Articles of Incorporation. Must have GVSU Board approval before modifying.	CSO
Board of Director Bylaws.	CSO
Educational Service Provider Agreements/Amendments	CSO
Academy's Educational Goals.	CSO
Office of Fire Safety (OFS-40) – original occupancy permit and permits for renovations/additions, etc.	CSO
Lease, Deed of Premises or Rental Agreement and subsequent amendments (includes modular units).	CSO
Curriculum including any additions/deletions.	CSO
Asbestos Hazardous Emergency Response Act (AHERA) Management Plan. Visit www.michigan.gov/asbestos for Michigan's model management plan. A copy of the "acceptance" letter sent by MIOSHA is also required.	CSO
Communicable Disease Curriculum (including minutes of board approval).	CSO
Job Descriptions for all employee groups	CSO
REQUIRED BOARD POLICIES	
Board adopted Purchasing Policy (date of approval or revision). Reference: MCL 380.1267, MCL 380.1274	CSO
Use of Medications Policy (date of approval or revision). Reference: MCL 380.1178, 380.1178a, 380.1179	CSO
Harassment of Staff or Applicant Policy (date of approval or revision). Harassment of Students Policy (date of approval or revision) Reference: MCL 380.1300a	CSO
Search and Seizure Policy (date of approval or revision). Reference: MCL 380.1306	CSO
Emergency Removal, Suspension and Expulsion of Students Policy (date of approval or revision).	CSO

Reference: MCL 380.1309; MCL 380.1312(8)&(9); MCL 37.1402	
Parent/Guardian Review of Instructional Materials & Observation of Instructional Activity Policy (date of approval or revision). Reference: MCL 380.1137	CSO
Board Member Reimbursement of Expenses Policy (date of approval or revision). Reference: MCL 380.1254; MCL 388.1764b	CSO
Equal Access for Non-School Sponsored Student Clubs and Activities Policy (date of approval or revision). Reference: MCL 380.1299	CSO
Electronic or Wireless Communication Devices Policy (date of approval or revision).	CSO
Preparedness for Toxic Hazard and Asbestos Hazard Policy (date of approval or revision). Reference: MCL 324.8316, 380.1256	CSO
Nondiscrimination and Access to Equal Educational Opportunity Policy (date of approval or revision). Including, but not limited to, Michigan Constitution, Article I, §26, Elliott-Larsen Civil Rights Act, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975.	CSO
Academy Deposit Policy (date of approval or revision). PA 105 of 1855, being MCL 21.146, Section 11.10 of the Charter Contract	CSO
Parental Involvement Policy (date of approval or revision). Reference: MCL 380.1294	CSO
Wellness Policy (date of approval or revision). Reference: 42 USC §§ 1751, 1758, 1766; 42 USC § 1773	CSO
Corporal Punishment Policy (date of approval or revision). Reference: MCL 380.1312(8)&(9);	CSO
Anti-Bullying Policy (Matt’s Safe School Law) (date of approval or revision). Reference: MCL 380.1310b	CSO
Cardiac Emergency Response Plan (date of approval or revision). Reference: MCL 29.19	CSO
Emergency Operations Plan (date of approval or revision). Reference: MCL 380.1308	CSO
Data Breach Response Plan (date of approval or revision). The Academy Board shall design and implement a comprehensive data breach response plan that is made available to Academy personnel and Educational Service Providers.	CSO

Calendar of Additional Reporting Requirements and Critical Dates July 1, 2020 – June 30, 2021

The following reports Academies must submit to the local ISD, MDE, CEPI and other organizations throughout the year.

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
TBD	Student Count Day for State Aid F.T.E.	No submission required.
August	4094 Transportation Report from 18-19.	CEPI (online)
September	SE-4096 Special Education Actual Cost Report (Contact ISD for due date).	ISD
Sept.	*Special Education Findings – Sept. Strand Report for: B-1, B-2, B-9, B-10, and B-13. Data review and complete corrective actions if required. Corrective Action	Catamaran
October	Eye Protection Certificate (#4527 Certification of Eye Protective Devices Electronic Grant System [MEGS] if applicable).	CEPI
October	Certification of Constitutionally Protected Prayer.	MDE
October	SE-4094 Transportation Expenditure Report (Contact ISD for due date).	ISD
October 1 – October 31 (as scheduled)	Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission needed.
Oct/Nov	Deadline for MEIS/Single Record Student Database (“SRSD”) electronic file (Contact the local ISD for due date.)	CEPI
November	Deadline for Immunization Records Report – IP100. (Contact Health Dept. for due date).	Local Health Dept.
November 14	Deadline for electronic submission to the Financial Information Database (FID, formerly known as the Form B). State aid will be withheld if the submission is not successful.	CEPI
Nov/Dec	Special Education Count on MI-CIS. Special education data must be current and updated in the Michigan Compliance and Information System (MI-CIS). This information is used to determine funding for next year (Contact local ISD for due date).	ISD
December 1 - December 31 (as scheduled)	Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission required.
Nov/Dec	Registry of Educational Personnel (REP) Submission.	CEPI
December 30	Municipal Finance Qualifying Statement, if applicable (online submission).	MI Dept. of Treasury
January	*Special Education Findings – January Strand Report for: B-11, B-12. Data review and complete corrective actions if required.	Catamaran
Feb 1	Deadline for Immunization Record Report – IP100 (Contact Health Dept. for due date). A financial penalty of 5% of a school’s state aid	Local Health Dept.

DUE DATE	REPORT DESCRIPTION	SUBMIT TO:
	allocation can be assessed if the immunization rate is not at 90% or above.	
Feb	Supplemental Student Count for State Aid F.T.E.	No submission required.
March	FS-4731-C – Count of Membership Pupils eligible for free/reduced breakfast, lunch or milk (official date TBD).	MDE
March	MEIS/Single Record Student Database (“SRSD”) electronic file (Contact local ISD for due date.)	ISD, CEPI
March	Special Education: Maintenance of Effort (MOE) Eligibility Test.	Catamaran (online)
May 1 – May 31 (as scheduled)	Teacher Certification/ Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.	No submission required.
May	*Special Education Findings – May Strand Report for: B-3, B-4, B-5, B-6, and B-13. Data review and completion of corrective actions as required.	Catamaran
June	MEIS/ Single Record Student Database (“SRSD”) electronic file (Contact local ISD for due date).	ISD, CEPI
June	Registry of Educational Personnel (REP).	CEPI
June	School Infrastructure Database (SID).	CEPI
June	4107 – Bus inventory	CEPI (online)

*Monthly special education compliance updates, all special education complaints, and the annual Maintenance of Effort (MOE) Eligibility Test and corrective measures are communicated and submitted through Catamaran. Regular monthly (or more frequently) review of special education information is recommended to assure compliance with state reporting requirements. Catamaran can be accessed at: <https://training.catamaran.partners/>. Timelines and Due Dates are located on bottom left side of the screen under *Deadlines*. User account and login information is located at: <https://catamaran.partners/Login.aspx?APPTHEME=MICIMS&ReturnURL=/>

SCHEDULE 6

**INFORMATION TO BE PROVIDED BY ACADEMY AND EDUCATIONAL
MANAGEMENT COMPANY**

SCHEDULE 6

INFORMATION TO BE PROVIDED BY ACADEMY AND EDUCATIONAL MANAGEMENT COMPANY

A. The following described categories of information are specifically included within those to be made available to the public and the University Charter Schools Office by the Academy in accordance with Section 11.17(a). Information to be Provided by the Academy, 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. List 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 University Charter Schools Office
11. Copy of curriculum and other educational materials given to the University 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 management contract with Educational Service Provider
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 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 as part of the audit
29. Proof of insurance as required by the Contract
30. Any other information specifically required under Public Act 277 of 2011

B. The following information is specifically included within the types of information available to the Academy by the Educational Management Organization (if any) in accordance with Section 11.17(b). Information to be provided by Educational Management Company, 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 (a) above.

C. In accordance with Section 11.13. Additional Required Provisions for Educational Service Provider Agreements, of the Terms and Conditions, the following categories must be clearly defined within each ESP agreement that the Academy is a party to:

1. Roles and responsibilities of the parties
2. Services and resources provided by the ESP
3. Fee or expense payment structure
4. Financial control, oversight, and disclosure
5. Renewal and termination of the agreement”

MANAGEMENT AGREEMENT

THIS AMENDED MANAGEMENT AGREEMENT (the "Agreement"), effective as of July 1, 2020, is entered into by and between YOUTH VISION SOLUTIONS, INC., a Michigan non-profit corporation ("YOUTH SOLUTIONS"), and COVENANT HOUSE ACADEMY Detroit, a body corporate and public school academy (the "Academy").

RECITALS

The Academy is a charter school, organized as a public school academy under Part 6A of the Michigan Revised School Code (the "Code"). The Academy has been issued a contract to charter a public-school academy by The Grand Valley State University Board of Trustees (the "Authorizer") to organize and operate a public school academy. The Academy's Charter Application and the Charter Contract between the Academy and Authorizer, and all amendments to the Charter, are collectively referred to as the "Charter."

The Academy is an alternative school serving a special student population, homeless and at-risk students, and seeks to provide educational opportunity for them to excel in life. The Academy and Youth Solutions have created and desire to maintain an enduring educational alliance, whereby the Academy and Youth Solutions will continue to work together to promote educational excellence and innovation, based on Youth Solution's school design, comprehensive educational program and management principles.

The Academy, as required by law, is governed by the Academy's Board or Directors which, subject to Michigan law and the requirements of the Charter, has the ultimate authority over the Academy. The Academy and Youth Solutions agree that no provision of this Agreement shall be construed to interfere with the Academy Board's duty to exercise its statutory, contractual and fiduciary responsibilities in governing the operation of the Academy. The parties acknowledge and agree that the Academy Board is an independent, self-governing public body which shall operate in accordance with the Charter and applicable law.

Therefore, for good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed as follows:

ARTICLE I CONTRACTING RELATIONSHIP

A. **Authority.** The Academy's Board of Directors (the "Board") represents that it is authorized by law to contract with a private entity and for that entity to provide educational, business, administration, and management services. Upon issuance of the Charter to the Board by the Authorizer, the Board will be vested with all powers and authority necessary to operate a charter school under the Code.

B. **Management Services.** Subject to the terms and conditions of this Agreement, the Academy hereby contracts with Youth Solutions, to the extent permitted by law, for the provision

of all labor, materials, equipment and supervision necessary for the provision of educational, business administration and management services.

C. **Charter.** This Agreement shall be subject to and comply with the terms and conditions of the Charter, the terms of which are incorporated herein by reference.

D. **Designation of Agents.** Neither Youth Solutions nor its employees, agents or representatives shall be deemed an agent or employee of the Academy solely on account of this Agreement, except as follows:

1. The Board shall by Board resolution appoint the Board Treasurer, or such other officer as determined by the Board, to serve as the chief administrative officer of the Academy (the "CAO"). The Board resolution shall designate Youth Solution's chief financial officer, or such other Youth Solutions officer or employee as is mutually agreed upon by Youth Solutions and the Academy, as the designated agent of the CAO to assist the CAO with the performance of the CAO's duties under the Uniform Budgeting and Accounting Act, MCLA 141.421 et seq. (the "Budgeting and Accounting Act") and applicable law.

2. Youth Solutions, and its respective officers, directors, employees and designated agents shall be designated by Board action as "school officials" for purposes of the Family Educational Right and Privacy Act, 20 U.S.C. §1232g et seq., 34 CFR Part 99 ("FERPA"), such that they are jointly and severally entitled to access the educational records of the Academy for all purposes related to FERPA as permitted by FERPA.

3. During the term of this Agreement, the Academy may disclose confidential data and information (as defined in Article IX of this Agreement) to Youth Solutions, and its respective officers, directors, employees and designated agents to the extent permitted by applicable law as its agent. Such data may include without limitation, the Individual with Disabilities Education Act ("IDEA"), 20 USC §1401 et seq., 34 CFR 360.610-300.626; Section 504 of the Rehabilitation Act of 1973, 29 USC §794a, 34 CFR 104.36; the Michigan Mandatory Special Education Act, MCL 380.1701 et seq.; the Americans with Disabilities Act, 42 USC §12101 et seq.; the Health Insurance Portability and Accountability Act ("HIPAA"), 42 USC 1320d-13200d-8; 45 CFR 160, 162 and 164; and social security numbers, as protected by the federal Privacy Act of 1974, 5 USC §552a; and the Michigan Social Security Number Privacy Act. MCL 445.84.

4. As otherwise expressly designated by written resolution or agreement of the Board and with consent from Youth Solutions.

E. **Status of the Parties.** The parties to this Agreement intend that the relationship between Youth Solutions and the Academy created by this Agreement is that of an independent contractor and not employer and employee. Youth Solutions shall be solely responsible for its acts and the acts of its agents, employees and subcontractors. Youth Solutions is a non-profit Michigan corporation, and is not a division, subsidiary or employee of the Academy. The Academy is a body corporate and governmental entity authorized by the Code, and is not a division, subsidiary or employee of Youth Solutions. The relationship between Youth Solutions and the Academy is

based solely on the terms of this Agreement, and the terms of any other written agreements between Youth Solutions and the Academy.

F. **No Related Parties.** Youth Solutions will not have any role or relationship with the Academy that, in effect, substantially limits the Academy's ability to exercise its rights, including cancellation rights, under this Agreement. The Academy's Board shall not include any director, officer or employee of Youth Solutions. None of the voting power of the Academy's Board will be vested in Youth Solutions or its directors, members, managers, officers, and employees, and none of the voting power of the Board of Directors of Youth Solutions will be vested in the Academy or its directors, members, managers, officers and employees (if any). Furthermore, the Academy and Youth Solutions shall not be members of the same controlled group as defined in Section 1.150-1(1) of the Internal Revenue Code of 1966, as amended, or be related persons as defined in Section 144(x)(3) of the Internal Revenue Code of 1986, as amended, Youth Solutions shall disclose in writing to the Academy any interest in property being sold or leased to the Academy.

ARTICLE II TERM

A. **Term.** This Amended Management Agreement, unless otherwise terminated pursuant to the terms hereof, shall continue until June 30, 2025.

B. **Renewal.** Commencing at a reasonable time before the end of the term defined above, the parties agree to discuss the renewal of the Agreement.

ARTICLE III OBLIGATIONS OF YOUTH SOLUTIONS

A. **Responsibility.** Youth Solutions shall be responsible and accountable to the Board for the educational, business administration and management services of the Academy in accordance with the Charter. Youth Solutions' responsibility is expressly limited by: (i) the Academy's budget which is to be submitted in proposed form by Youth Solution to the Board and approved by the Board as provided in this Agreement ("Budget"), and (ii) the availability of state and federal funding to pay for said services. Subject to Article VI(B)(3), neither Youth Solutions nor the Academy shall be allowed to expend Academy Funds on services in excess of the amount set forth in the Budget.

B. **Educational Program.** The Academy has adopted Youth Solutions' educational and academic programs and goals as set forth in the Charter (collectively the "Educational Program"). Youth Solutions, subject to the oversight of the Board, agrees to implement and administer the Educational Program. The Educational Program was developed by Youth Solutions; in the event that Youth Solutions reasonably determines that it is necessary or advisable to make material modifications to the Educational Program, Youth Solutions shall inform the Board of the proposed changes and obtain Board approval, as well as Authorizer approval if required by the terms of the Charter. The parties hereto acknowledge that an essential principle of the Educational Program is its flexibility, adaptability and capacity to change in the

interest of continuous improvement and efficiency. The Academy and Youth Solutions each agree that they are interested in results and not in inflexible prescriptions. Not less than annually, and otherwise as requested, Youth Solutions will provide the Board with a progress report detailing progress made on each of the educational goals set forth in the Educational Program.

C. **Specific Functions.** Subject to the oversight and authority of the Board as provided herein, Youth Solutions shall be responsible for implementing the Educational Program and the educational, business administration and management services of the Academy including establishment of operational practices that are consistent with Board policy. Such functions include, but are not limited to:

1. Student recruitment and student admissions.
2. Implementation and administration of the Educational Program, including, without limitation, the acquisition of instructional materials, equipment and supplies and the administration of any and all extra-curricular and co-curricular activities and programs approved by the Board and Youth Solutions and funded by the Board Spending Account as defined in Article VI(B)(3).
3. Employment of personnel working at the Academy and management of all personnel functions, as set forth in Article VII below.
4. All aspects of the Academy's business administration.
5. All aspects of the accounting operation, including general ledger management, financial reporting, payroll, employee benefits and payroll tax compliance.
6. Transportation and food service to the extent such services are authorized by the Board and to the extent Youth Solutions agrees to provide such services.
7. All aspects of the Academy's facility administration.

D. **Youth Solutions Purchases Funded By Board Spending Account.** Items purchased by Youth Solutions for the Academy and paid for by the Academy with funds from the Board's Spending Account, as defined in Article VI(B)(3), such as non-proprietary instructional and/or curriculum materials, books, supplies and equipment, shall be the property of the Academy. At the Board's request, Youth Solutions shall provide the Board on an annual basis with a listing of all assets owned by the Academy. The property of the Academy excludes items leased, financed or purchased by Youth Solutions with Youth Solutions' Fee as defined in Article VI(C). Youth Solutions agrees not to add any fees or charges to the cost of equipment, materials or supplies purchased by Youth Solutions on behalf of the Academy with funds from the Board's Spending Account.

Youth Solutions, in making such purchases for the Academy pursuant to this subparagraph D, shall comply with Section 1274 of the Code, MCL 380.1274, as if the Academy were making

such purchases itself from a third party, and shall provide the Board, upon request, with available documentation evidencing the costs associated with such purchases.

E. **Subcontracts.** Youth Solutions reserves the right to subcontract any and all aspects of all services it agrees to provide to the Academy, including, but not limited to transportation and/or food service. However, Youth Solutions shall not subcontract the management or oversight of the Educational Program, except as specifically permitted in this Agreement or with prior written approval of the Board.

F. **Place of Performance.** Youth Solutions reserves the right to perform functions other than instruction, such as purchasing, professional development, and administrative functions, off-site, unless prohibited by the Charter or applicable law.

G. **Student Recruitment.** Youth Solutions shall be responsible for the recruitment of students. Students shall be selected in accordance with the procedures set forth in the Charter and in compliance with the Code and applicable law. Marketing costs paid for out of Youth Solution's Fee shall be limited to those costs specific to the marketing of the Academy and shall not include costs for the marketing of Youth Solutions.

H. **Due Process Hearings.** Youth Solutions shall provide student due process hearings in conformity with the requirements of the Charter and applicable law regarding discipline, special education, confidentiality and access to records. Youth Solutions shall give, to the extent practicable, prior notice to the Board of due process hearings. The Board shall retain the right to provide due process as required by law.

I. **Legal Requirements.** Youth Solutions shall implement and enforce rules, regulations and procedures applicable to the Academy that are consistent with adopted Board policy and the Educational Program in accordance with the Charter and applicable law. To the extent allowable under the Charter and permitted by the Authorizer, the Board shall interpret all applicable federal, state and/or local laws, rules and regulations liberally to give Youth Solutions flexibility and freedom to implement its Educational Program.

J. **Rules and Procedures.** Youth Solutions shall recommend for approval by the Board reasonable rules, regulations, policies and procedures applicable to the Academy and is authorized and directed by the Board to enforce such rules, regulations and procedures as are adopted by the Board.

K. **School Year and School Day.** The school year and the school day schedule shall be approved by the Board as required under the Charter.

L. **Pupil Performance Standards and Evaluation.** Youth Solutions shall implement pupil performance evaluations that permit evaluation of the academic progress of each Academy student. Youth Solutions shall be responsible and accountable to the Board for the academic performance of students who are enrolled at the Academy. Youth Solutions will utilize assessment strategies required by the terms of the Charter and applicable law. The Board and Youth Solutions

will cooperate in good faith to identify academic goals and methods to assess the students' academic performance.

M. **Services to Disabled Students and Special Education.** Youth Solutions shall provide special education services to students who attend the Academy in conformity with the requirements of applicable law. Youth Solutions may subcontract as necessary and appropriate for the provision of services to students with special needs. Such services shall be provided in a manner that complies with applicable law.

N. **Contract between the Academy and Authorizer.** Youth Solutions will not act in a manner that causes or would cause the Academy to be in breach of the Charter.

O. **Unusual Events.** Youth Solutions agrees to timely notify the Board of any anticipated or known material: (i) health or safety issues, (ii) labor, employee or funding problems, or (iii) problems of any other type that could reasonably be expected to adversely affect the Academy in complying with the Academy's responsibilities under the Charter, this Agreement or applicable law.

P. **Academy Records.** The financial, educational and student records pertaining to the Academy (collectively the "Academy Records"), are property of the Academy. Except as may be prohibited or limited by the Charter or applicable law, the Academy Records shall be available to the Board and the Authorizer for their review, and are subject to inspection and copying to the same extent that records of a public school are subject to inspection and copying pursuant to applicable law. All Academy Records shall be physically or electronically available upon request at the Academy's physical facility.

Q. **Intellectual Property Rights.** "Educational Materials" shall include (without limitation) all curriculum, print and electronic textbooks, instructional materials, lesson plans, teacher guides, workbooks, tests and all other curriculum-related materials.

R. **Transparency Requirements.** Youth Services shall make the following information available to the Academy:

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

2. The information regarding the Academy's operation and management set forth on Schedule A; and

3. Any other information required by law or by the Academy's Charter to be disclosed.

S. **Dual Employment Roles 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.

T. **Prohibition of Identified Family Relationships.** Youth Solutions shall scrupulously observe any Academy policies related to prohibited family relationships.

The Academy will own all proprietary rights to Educational Materials that: (i) have been developed by the Academy and are owned by the Academy on the date this Agreement is entered into; (ii) are developed by the Academy and paid for out of the Board Spending Account (as defined in Article VI(B)(3)); or (iii) are developed by Youth Solutions or a third party at the direction of the Academy and paid for out of the Board Spending Account (the "Academy Materials").

Subject to subsection (iii) of the preceding paragraph, Youth Solutions shall own all proprietary rights to, and the Academy's proprietary interest shall not include, Educational Materials that were developed by Youth Solutions or copy written or similarly protected by Youth Solutions. Youth Solutions shall own all intellectual property rights, including (without limitation) copyrights in and to the Educational Program and all Educational Materials relating thereto, as well as any non-curriculum materials created or provided by Youth Solutions in connection with, or related to, the implementation of the Educational Program including, without limitation, all corrections, modifications, and derivatives thereof (collectively all of the foregoing shall be referred to as the "Youth Solutions Materials").

The parties acknowledge that to the extent the Academy Materials are derivative of Youth Solutions' Materials, the Academy's intellectual property ownership rights extend only to the new, original aspects of such works and not to any underlying or pre-existing material. Relevant Educational Materials and teaching techniques used by or at the Academy shall be subject to disclosure to the extent required under the Code and Freedom of Information Act.

Youth Solutions hereby grants to the Academy the non-exclusive, non-transferable license to use the Youth Solutions Materials in furtherance of the Educational Program during the term of this Agreement including, without limitation, the right to reproduce, publicly display, distribute, and create derivatives of same, in hard copy format, or electronically via the Academy's intranet. To the extent any part of the Academy Materials may be a derivative of Youth Solutions' Materials, the Academy shall have the non-exclusive, non-transferable right to use such Youth Solutions Materials, as same may have been previously embodied or incorporated in the Academy Materials, beyond the termination or expiration of this Agreement solely in connection with the operation of the Academy and in the ordinary course of such operations. The Academy represents and warrants that during the term of this Agreement, or following the expiration or termination of this Agreement, the Academy will not exploit, or assist any third party in exploiting, the Academy Materials or any Youth Solutions Materials for commercial purposes.

Youth Solutions hereby grants the Academy the non-exclusive, non-transferable license to use Youth Solutions' trade name and Youth Solutions' trademark(s) to promote and advertise the Academy. No other use of the Youth Solutions Trademarks is permitted without Youth Solutions' prior written permission. The Academy shall acquire no rights in the Youth Solutions Trademarks, and all goodwill of the Youth Solutions Trademarks shall inure to the benefit of and remain with Youth Solutions. Youth Solutions shall have pre-approval rights for each form and manner of public display of the Youth Solutions Trademarks.

U. **Facility.** Youth Solutions shall use reasonable efforts to secure a facility to be leased or otherwise provided to the Board on terms mutually agreeable to Youth Solutions and the Board. The facility shall comply with the requirements of the Charter and applicable law. Youth Solutions shall also use reasonable efforts to cause the facility to be furnished with equipment and technology as is reasonably necessary to implement the Educational Program.

V. **Compliance with Section 11.23 of Contract Terms and Conditions.** Youth Solutions shall make information concerning the operation and management of the Academy, including without limitation the information described in Schedule 6 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 11.23(a) of the Contract Terms and Conditions.

W. **Compliance with Academy's Contract.** Youth Solutions 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 Grand Valley State University Board of Trustees. The provisions of the Academy's Contract shall supersede any competing or conflicting provisions contained in this agreement.

ARTICLE IV OBLIGATIONS OF THE BOARD

A. **Good Faith Obligation.** The Board shall be responsible for its fiscal and academic policies. The Board shall exercise good faith in considering the recommendations of Youth Solutions, including but not limited to, Youth Solutions' recommendations concerning, policies, rules, regulations and budgets.

B. **Assistance to Youth Solutions.** The Board shall cooperate with Youth Solutions and, to the extent consistent with applicable law, shall timely furnish Youth Solutions all documents and information necessary for Youth Solutions to properly perform its responsibilities under this Agreement.

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

D. **Youth Solutions Office Space.** Upon request by Youth Solutions, the Board shall provide Youth Solutions with suitable space at the Academy, provided: (i) the requested space is

available and can be provided without materially prejudicing the Educational Program, and (ii) the requested space is used only for activities related to the Academy. The space shall be provided at no cost to Youth Solutions.

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

ARTICLE V SOLICITATION AND USE OF NON-GOVERNMENTAL FUNDS

Youth Solutions must obtain the Board's written approval prior to soliciting any non-governmental grants, donations or contributions on behalf of the Academy. Any such funds so received shall be used solely in accordance with the purpose for which they were solicited, applicable donor restrictions, or as otherwise approved by the Board. Subject to applicable donor restrictions, the Board shall determine the allocation of any funds subject to this Article V that remain unexpended following completion of the project or purpose for which they were originally designated.

ARTICLE VI FINANCIAL ARRANGEMENTS

A. **Revenues.** Except as hereinafter provided, all monies received by the Academy shall be deposited in the Academy's depository account within three (3) business days with a financial institution acceptable to the Board; provided, however, that upon receipt of a notice from Youth Solutions, the Academy agrees to pay all such funds owing under this Agreement directly to Youth Solutions. The signatories on the Academy depository account shall solely be Board members or properly designated Board employees. Interest income earned on the Academy depository account shall accrue to the Academy. Except as specifically excluded by the terms of this Agreement, the term "Revenues" shall include all funds received by or on behalf of the Academy, including but not limited to:

1. Funding for public school students enrolled at the Academy.
2. Special education funding provided by federal and/or state governments that is directly allocable to special education students enrolled at the Academy.
3. Gifted and talented funding provided by federal and/or state governments that is directly allocable to gifted and talented students enrolled at the Academy.
4. At-risk funding provided by federal and/or state governments that is directly allocable to at-risk students enrolled at the Academy.

5. Funding provided by federal and/or state governments that is directly allocable to students enrolled at the Academy with limited English proficiency.

6. All other federal and/or state grant sources, including, but not limited to, Title I and any start-up funding allocable to the Academy.

7. All other grants and donations received by the Academy to support or carry out programs at the Academy (except to the extent Youth Solutions is not required or involved in soliciting, administering or managing the contribution and/or donation).

8. Fees charged to students as permitted by law for extra services approved by the Board.

The Revenues shall be expended by Youth Solutions in accordance with the Budget and as otherwise authorized by the Board. The expenditure of Revenues received from governmental entities shall be consistent with all applicable regulations and policies. The expenditure of Revenues received from non-governmental grants, contributions and donations shall be made consistent with the provisions of Article V.

B. Budget.

1. Budget. Youth Solutions shall provide the Board with an annual proposed Budget prepared and maintained in accordance with the Budgeting and Accounting Act and the Academy's Charter. The proposed Budget shall include all of the Academy's projected revenues and expenses at the object level as described in the Michigan Department of Education's Michigan School Accounting Manual. The proposed Budget shall be submitted to the Board prior to June 1st for the next school year.

2. Review and Approval of Budget. The Board shall be responsible for reviewing and approving the Budget in accordance with the Charter and applicable law. The Budget shall be amended from time to time as necessary to comply with the Budgeting and Accounting Act.

3. Board Spending Account. Notwithstanding any other provision of this Agreement, each school year during the term of this Agreement, Youth Solutions shall pay to the Board an amount equal to (i) 2% of state per pupil aid reflected in the Budget for that respective school year (the "Board Spending Account"). The aforesaid amount shall be deposited by Youth Solutions into the Board Spending Account pro-rata during the course of the Academy's school year as Revenues are received. All funds in the Board Spending Account are the property of the Academy and may be used by the Academy at the discretion of the Board. Funds in the Board Spending Account that are not spent by the Academy during the school year shall carry over to the Academy's next school year.

C. Fee. Youth Solutions shall receive all revenues as its Management Fee (the "Fee"), from which it shall pay all operating costs of the Academy as detailed in the Budget. Youth Solutions and the Board acknowledge that operating costs include an administrative fee of 3%

payable to the Authorizer as set forth in the Contract. It is anticipated that Youth Solutions will be paid its Fee on the same frequency that the Academy receives its Revenues. Youth Solutions shall be entitled to retain as compensation for its services rendered pursuant to this Agreement the difference, if any, between the amount of the Fee and the amount actually expended by Youth Solutions in operation and management of the Academy during the Academy's fiscal year.

D. **Availability of Funds.** Except as specifically set forth in this Agreement, Youth Solutions shall only be required to perform its responsibilities under this Agreement to the extent that there are sufficient Revenues to make payments in accordance with the terms of the Budget.

E. **Other Schools.** The Academy acknowledges that Youth Solutions has entered into, and in the future may enter into, similar management agreements with other schools. Youth Solutions shall maintain separate accounts for expenses incurred in the operation of the Academy and the other schools managed by Youth Solutions, and shall reflect in the Academy's financial records only those expenses incurred in the operation of the Academy. If Youth Solutions incurs expenses that are for both the benefit of the Academy and other schools managed by Youth Solutions, then Youth Solutions shall allocate, to the extent permitted by law, such expenses among all such affected schools, including the Academy, on a prorated basis based upon the number of enrolled students, the number of classrooms, or the number of teachers at the affected schools, or on such other equitable basis.

F. **Financial Reporting.** Youth Solutions shall provide the Board with:

1. The annual proposed Budget as required by the terms of this Agreement.
2. Statements of Revenues, Expenditures, and Changes in Fund Balance detailing all revenues received, and all expenditures for services rendered or expenses incurred in operation of the Academy, whether incurred on-site or off-site, at each regularly scheduled Board meeting. The Statements of Revenues, Expenditures, and Changes in Fund Balance shall include detail of budget to actual revenue and expenditures with an explanation of variances.
3. Written reports on Academy operations and student performance shall be provided to the Board quarterly, unless otherwise reasonably requested by the Board.
4. Such other information as the Board may reasonably request to enable the Board to (i) evaluate the quality of the services provided by Youth Solutions to the Academy, and (ii) timely provide all reports and information that the Academy is required to provide pursuant to the Charter and applicable law.

G. **Access to Records.** Youth Solutions shall keep accurate financial records pertaining to its operation of the Academy, together with all Academy financial records prepared by or in possession of Youth Solutions, and shall retain all of the required records according to the Charter and applicable law to which such books, accounts, and records relate. Youth Solutions and the Board shall maintain the confidentiality of personnel, students, and other records as required by law.

H. **Accounting Standards/Annual Audit.**

1. **Accounting Standards.** The Academy shall at all times comply with generally accepted public sector accounting principles, accounting system requirements of the State School Aid Act of 1979, as amended, and applicable Michigan Department of Education rules.

2. **Annual Audit.** The Board shall select and retain an independent auditor to conduct an annual audit of the Academy's financial matters in accordance with the Charter and applicable law. Subject to applicable law, all records in the possession or control of Youth Solutions relating to the Academy, including, but not limited to, financial records, shall be made available to the Academy and the Academy's independent auditor.

I. **Transition Costs/Youth Solutions Contribution.** If requested by the Board, Youth Solutions shall provide reasonable transition funds for (i) the development of curriculum, a technology system and a school operations plan; (ii) recruiting, selecting and training of staff members; and (iii) cleaning, renovating (to the extent necessary as reasonably determined by Youth Solutions) and equipping of the Academy facility. In addition, Youth Solutions may, but need not, make contributions to the Academy in the event Academy expenses exceed revenues (the "Contributions"). Youth Solutions' Contributions, if any, shall be in amounts acceptable to Youth Solutions and the Board and shall be included in the Budget. The Academy shall not be legally obligated to repay Youth Solutions for Youth Solutions' Contributions made to or on behalf of the Academy. Youth Solutions' agreement to make such Contributions shall not be deemed to negate or mitigate the need for the Academy to apply for or solicit state or federal start-up funds, grants or sub-grants which the Academy, as a public school, may be eligible to receive.

**ARTICLE VII
PERSONNEL & TRAINING**

A. **Personnel.** Youth Solutions shall select and hire qualified personnel to perform services at the Academy. Subject to the oversight of the Board, Youth Solutions shall have the responsibility and authority, subject to subparagraphs B, C and D below, to select, hire, evaluate, assign, discipline, transfer, and terminate personnel consistent with the Budget and applicable law. Personnel working at the Academy shall be employees of Youth Solutions unless otherwise agreed by Youth Solutions and the Board. Each party shall be responsible for their respective employees. However, the compensation of all employees working at the Academy shall be included in the Budget. Upon Board request, Youth Solutions shall disclose to the Board the level of compensation and fringe benefits provided by Youth Solutions to Youth Solutions employees working at the Academy. A criminal background check and unprofessional conduct search by Youth Solutions in compliance with applicable law shall be conditions for the hiring of or services provided by any person who will or may be reasonably expected to have unsupervised access to and the care, custody or control of, any Academy student(s).

B. **School Administrator.** The Academy Administrator (The "Administrator") shall be an employee of Youth Solutions and not the Academy. The duties and terms of the Administrator's employment shall be determined by Youth Solutions. The Administrator shall

work for Youth Solutions in the operation and management of the Academy subject to the oversight of the Board. The accountability of Youth Solutions to the Academy is an essential foundation of this Agreement. Since the Administrator is critical in the Academy's success, Youth Solutions shall have the authority, consistent with subparagraph A above, to select, hire, evaluate, assign, discipline, transfer and terminate the Administrator, and to hold the Administrator accountable for the performance of the Academy. Youth Solutions shall consult with the Board prior to the placement and/or removal of the Administrator at the Academy. Youth Solutions shall give due consideration to the input, if any, of the Board or Board's designated representative prior to making a final decision regarding placement and/or removal of the Administrator at the Academy. Youth Solutions shall remove the Administrator from the Academy if the Board is reasonably dissatisfied with the Administrator's performance. Absent compelling circumstances, however, the Board shall give Youth Solutions and the Administrator six (6) months to correct the basis for the Board's reasonable dissatisfaction. The parties agree that the purpose of the above provisions is not to deny the Administrator the opportunity for growth and/or promotion within Youth Solutions. Notwithstanding any of the foregoing, the placement of the initial Administrator for a new Academy shall be made by Youth Solutions.

C. **Teachers.** Youth Solutions shall, consistent with subparagraph A above, provide the Academy with teachers qualified to teach their assigned subjects and grade level. The curriculum taught by the teachers shall be consistent with the Educational Program. The teachers may, at the discretion of Youth Solutions, work at the Academy on a full or part time basis. If working at the Academy on a part time basis, the teacher(s) may also work at other schools managed or operated by Youth Solutions. The cost for such teacher(s) shall be shared proportionately among the schools at which the teacher(s) are working. Each teacher working at the Academy shall hold a valid teaching certificate issued by the state board of education or applicable state agency to the extent required by the Code.

D. **Administrator and Teacher Evaluation Systems.** Youth Solutions shall adopt and implement for all school administrators and teachers a rigorous, transparent, and fair performance evaluation system that complies with sections 1249 and 1250 of the Code.

E. **Support Staff.** Youth Solutions shall, consistent with subparagraph A above, provide the Academy with qualified support staff as needed to operate the Academy in an efficient manner. The support staff may, at the discretion of Youth Solutions, work at the Academy on a full or part time basis. If assigned to the Academy on a part time basis, the support staff may also work at other schools managed or operated by Youth Solutions. The cost for such support staff shall be shared proportionately among the schools at which the support staff is working. An individual who provides a service to students in the Academy that is not teaching, and for which a license is required under Michigan law, must have the appropriate license to provide the service in Michigan.

F. **Training.** Youth Solutions shall provide training in its methods, curriculum, program, and technology to all teaching personnel on a regular basis. Instructional personnel shall receive at least the minimum hours of professional development as required by the Code. Non-instructional personnel shall receive training as Youth Solutions determines reasonable and necessary under the circumstances.

G. **Background Checks and Qualifications.** Youth Solutions shall comply with Michigan law regarding background checks, unprofessional conduct searches and certification/licensure, as applicable, for all persons working in the Academy.

H. **Terms of Employment.** No member of the staff at the Academy shall be subject to any covenant not to compete or other employment restriction as part of the terms of his or her employment with Youth Solutions for services at the Academy.

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

ARTICLE VIII TERMINATION OF AGREEMENT

A. **Termination.**

1. **By Youth Solutions.** Youth Solutions may, at its option, terminate this Agreement prior to the end of the term specified in Article II in the event the Board fails to remedy a material breach within thirty (30) days after notice from Youth Solutions. A material breach includes, but is not limited to, Youth Solutions' failure to receive for any reason compensation or reimbursement as required by the terms of this Agreement or the Academy's loss or suspension of its Charter.

2. **By Academy.** The Academy may terminate this Agreement prior to the end of the term specified in Article II in the event that Youth Solutions shall fail to remedy a material breach within thirty (30) days after notice from the Board. A material breach includes, but is not limited to: (i) failure to account for its expenditures or to pay Academy operating costs in accordance with the terms of the Budget (provided funds are available to do so), (ii) failure to follow policies, procedures, rules, regulations or curriculum duly adopted by the Board that are not in violation of the Charter, this Agreement, or applicable law, (iii) receipt by the Board of unsatisfactory reports from Youth Solutions or from an educational consultant retained by the Board about matters concerning Youth Solutions' performance or the performance of the Academy that are not adequately corrected or explained; or (iv) if this Agreement or its implementation would serve as grounds for revocation of the Charter or would otherwise jeopardize tax exemptions or nonprofit tax status of the Academy.

3. **Revocation or Termination of Contract.** If the Academy's Contract issued by the Grand Valley State University Board of Trustees is revoked or terminated, this Agreement shall automatically terminate on the same date as the Academy's Contract is revoked or terminated without further action of the parties.

4. **Amendment Caused by Academy Site Closure or Reconstitution.** In the event that the Academy is required (i) to close an Academy site pursuant to a notice issued by the State School Reform/Redesign Office 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 of 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 Youth Solutions shall have no recourse against the Academy or the University Board for implementing such site closure or reconstitution.

B. Termination/Expiration.

1. Effective Date of Termination. In the event this Agreement is terminated by either party prior to the end of the term specified in Article II, absent a material breach or unusual and compelling circumstances, the termination will not become effective until the end of the then current school year in which the notice of termination is issued.

2. Removal of Personal Property. Upon termination of this Agreement for any reason, the Academy shall have the right at its sole option, exercisable by written notice to Youth Solutions delivered within thirty (30) days of the final date of termination, to (i) have personal property leases relating to operation of the Academy assigned to and assumed by the Academy, to the extent permitted by the terms thereof and to the extent that such a right can be negotiated into any leases, and (ii) purchase personal property owned by Youth Solutions and used exclusively or primarily in connection with the operation of the Academy. The purchase price for any such owned assets acquired under clause (ii) above shall be the "remaining cost basis" of such assets (as that term is defined below) at the time of purchase. This Article VIII, Section B.2. shall survive any expiration or termination of this Agreement. All personal property shall be delivered to the Academy in good, working order.

For purposes of this Agreement, the "remaining cost basis" of such personal property shall be calculated based upon the straight line method of depreciation over the life of such property, as established by the following property classifications: computers and software, three (3) years; furniture, fixtures and textbooks, five (5) years; buildings or leasehold improvements, twenty (20) years. Depreciation will begin on the date that each item of personal property was acquired by Youth Solutions.

3. Amounts Due upon Termination or Expiration. Except as otherwise provided in this Agreement or unless otherwise agreed to in writing by Youth Solutions, upon termination or expiration of this Agreement for any reason, the Academy shall pay or reimburse Youth Solutions for: (i) the prepaid portion of any reasonable expenses approved by the Board and paid by Youth Solutions in accordance with the Budget; and (ii) for any outstanding liabilities that have been incurred by Youth Solutions as of the effective date of the termination of this Agreement in accordance with the budget or as a result of Youth Solutions' obligations under this Agreement. Prior to any payment or reimbursement by the Academy pursuant to this Article VIII, Section B.3, Youth Solutions will provide the Academy with written documentation of all such amounts.

4. Transition. Youth Solutions, for a fee reasonably acceptable to Youth Solutions, shall assist the Academy for a period not to exceed ninety (90) days following the

effective date of termination of this Agreement, with the Academy's transition to another entity providing administrative or managerial services.

ARTICLE IX CONFIDENTIALITY AND DATA SECURITY

A. **Commitment to Preserve.** Youth Solutions agrees that it shall observe the policies and directives of the Academy to preserve the confidentiality of Covered Data and Information (defined below) to the extent that Youth Solutions, its officers, directors, employees or designated agents are permitted to access Covered Data and Information in the course of performing services under this Agreement.

B. **Covered Data and Information (CDI).** CDI includes paper and electronic student education and/or medical record information supplied by the Academy and/or its students or parents/guardians to Youth Solutions and includes, without limitation, "education records" and "education record information" as defined under FERPA and IDEA; "protected health information" as defined under HIPAA, "relevant records" as defined under Section 504 under IDEA; and social security numbers. CDI also includes any new records created and maintained by Youth Solutions under this Agreement using CDI.

C. **Acknowledgement of Access to CDI.** Youth Solutions acknowledges that this Agreement allows Youth Solutions (its employees and agents) access to CDI, which the Academy may have the ultimate legal responsibility to maintain in a confidential and secure fashion. Accordingly, Youth Solutions (its employees and agents) shall provide the Academy with control over the CDI sufficient to satisfy all applicable legal and regulatory standards. In any event, Youth Solutions (its employees and agents) shall at all times make CDI available to the Academy within a reasonable time of receiving a request for same.

D. **Prohibition on Unauthorized Use or Disclosure of CDI.** Youth Solutions (its employees and agents) agrees to hold CDI in strict confidence. Youth Solutions (its employees and agents) shall not use or disclose CDI received from or on behalf of the Academy except as permitted or required by this Agreement, as required or authorized by law, or as otherwise authorized in writing by the Academy, a parent/guardian, or eligible student. Youth Solutions agrees that it will protect the CDI it receives from or on behalf of the Academy according to commercially acceptable standards and no less rigorously than it protects its own confidential information. Youth Solutions shall ensure that any employee or agent, including a subcontractor or Business Associate (as defined in HIPAA), to whom it provides CDI under this Agreement, understands and agrees to the same restrictions and conditions pertaining to use and disclosure of CDI that apply to Youth Solutions under this Agreement.

E. **Return or Destruction of CDI.** Upon termination or other conclusion of this Agreement, Youth Vision Solutions (its employees and agents) shall return all CDI to the Academy.

F. **Maintenance of the Security of Electronic Information.** Youth Solutions (its employees and agents) shall develop, implement, maintain and use appropriate administrative,

technical and physical security measures to preserve the confidentiality, integrity and availability of all CDI received from, or on behalf of the Academy or its students. These measures will be extended by contract to all agents, including subcontractors or Business Associates, used by Youth Solutions.

G. **Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information.** Youth Solutions, within two (2) business days of discovery, shall report to the Academy any use or disclosure of CDI not authorized by this Agreement or by the Academy in writing. Youth Solutions' report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what Youth Solutions has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action Youth Solutions has taken or shall take to prevent future similar unauthorized use or disclosure. Youth Solutions shall provide such other information, including a written report, as reasonably requested by the Academy.

H. **Remedies.**

1. **Notice and Opportunity to Cure.** If the Academy reasonably determines in good faith that Youth Solutions has materially breached any of its obligations under the data security provisions of this Agreement, the Academy, in its sole discretion, shall have the right to require Youth Solutions to submit to a plan of monitoring and reporting; provide Youth Solutions with a fifteen (15) day period to cure the breach; or terminate the Agreement immediately if cure is not possible. Before exercising any of these options, the Academy shall provide written notice to Youth Solutions describing the violation and the action it intends to take.

2. **Statutory/Regulatory Penalties.** In addition, the parties understand and agree that Youth Solutions is subject to any penalties for unauthorized disclosures or misuse of CDI that are or may be imposed, from time to time, under applicable law including, without limitation, that Youth Solutions may be prohibited by law from accessing CDI for defined periods of time following any unauthorized disclosure or misuse of CDI, which shall constitute a material breach of this Agreement.

I. **Amendment for Compliance.** If the Academy believes in good faith that any data security provision of the Agreement fails to comply with applicable laws or regulations, the Academy shall notify Youth Solutions in writing. Within thirty (30) business days of receipt of such notice by Youth Solutions, the parties shall address in good faith the expressed concern(s) and shall amend the terms of this Agreement, if the Academy deems an amendment necessary to bring the Agreement into compliance with applicable laws and regulations. If after such thirty (30) business day period this Agreement remains non-compliant with applicable laws or regulations with respect to the concern(s) raised under this Section, the Academy shall have the right to immediately terminate this Agreement upon written notice to Youth Solutions.

ARTICLE X INSURANCE

A. **Insurance Coverage.** Youth Solutions shall maintain such policies of insurance as required by the Charter or applicable law. In addition, Youth Solutions shall maintain an umbrella liability policy of not less than Two Million Dollars (\$2,000,000.00) (or such greater amount if required by the terms of the Charter or applicable law) with the Academy listed as an additional insured. Each party shall maintain general liability insurance in the amount of One Million Dollars (\$1,000,000.00) per occurrence (or such greater amount if required by the terms of the Charter or applicable law), with the other party listed as an additional insured. The Academy shall maintain insurance on its facility and related capital items leased by the Academy, all as required by the terms of the Academy's lease(s). Each party shall, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this paragraph. In the event that the Contract requires a change in coverage by Youth Solutions, Youth Solutions agrees to comply with any change in the type and amount of coverage required by the Contract within thirty (30) days after notice of the insurance coverage change is provided to Youth Solutions. Each party shall comply with any information or reporting requirements required by the other party's insurer(s), to the extent reasonably practicable.

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

ARTICLE XI WARRANTIES AND REPRESENTATION

A. **Academy Warranties and Representation.** The Board warrants and represents that, on behalf of and in the name of the Academy, it has the authority under law to execute, deliver, and perform this agreement and to incur the obligations provided for under this Agreement. The Board warrants that its actions have been duly and validly authorized, and that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement.

B. **Youth Solutions' Warranties and Representations.** Youth Solutions warrants and represents that it is a corporation in good standing and is authorized to conduct business in the State of Michigan. Youth Solutions will comply with all registration and licensing requirements relating to conducting business under this Agreement. The Board agrees to assist Youth Solutions in applying for such licenses and permits and in obtaining such approvals and consents.

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

ARTICLE XII INDEMNIFICATION

Indemnification of Grand Valley State University. The parties acknowledge and agree that the Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify and hold harmless Grand Valley State University Board of Trustees, Grand Valley State University and its members, officers, employees, agents or representatives 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 Grand Valley State University, which arise out of or are in any manner connected with Grand Valley State University Board's approval of the Application, 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 by Grand Valley State University and its Board of Trustees members, officers, employees, agents or representatives upon information supplied by the Academy or Youth Solutions, or which arise out of the failure of the Academy to perform its obligations under the Contract issued to the Academy by Grand Valley State University Board of Trustees. The parties expressly acknowledge and agree that Grand Valley State University and its Board of Trustee members, officers, employees, agents or representatives may commence legal action against either party to enforce its rights as set forth in this Agreement.

Indemnification of the Academy. During the term of this Agreement and continuing forever after any termination or expiration of this Agreement, Youth Solutions shall indemnify and hold the Academy and all of its employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of:

- a. non-compliance by Youth Solutions with any agreements, covenants, warranties or undertakings of Youth Solutions contained in or made pursuant to this Agreement;
- b. Youth Solutions' breach of the Agreement; and/or
- c. the negligence of Youth Solutions's directors, officers, employees, agents or representatives.

In addition, Youth Solutions shall reimburse the Academy for all legal costs and reasonable attorney fees associated with the defense of any such claim, demand or suit. If desired, all or part of the indemnification obligations set forth in this section may be met by the purchase of insurance by Youth Solutions. The indemnification in this Section shall also specifically apply, without limitation, to any current claims or litigation at the time this Agreement is executed, as well as any future or additional claims or litigation regarding any prior activities of Youth Solutions.

Indemnification of Youth Solutions. To the extent permitted by law, during the term of this Agreement and continuing forever after any termination or expiration of this Agreement, the

Academy shall indemnify and hold Youth Solutions and all of its employees, officers, directors, subcontractors and agents harmless against any and all claims, demands, suits or other forms of liability that may arise out of, or by reason of:

- a. non-compliance by the Academy with any agreements, covenants, warranties or undertakings of the Academy contained in or made pursuant to this Agreement;
- b. The Academy's breach of the Agreement; and/or
- c. the negligence of the Academy's directors, officers, employees, agents or representatives.

In addition, to the extent permitted by law, the Academy shall reimburse Youth Solutions for all legal costs and reasonable attorney fees associated with the defense of any such claim, demand or suit. If desired, all or part of the indemnification obligations set forth in this section may be met by the purchase of insurance by the Academy. The indemnification in this Section shall also specifically apply, without limitation, to any current claims or litigation at the time this Agreement is executed, as well as any future or additional claims or litigation regarding any prior activities of the Academy.

ARTICLE XIII MISCELLANEOUS

A. **Entire Agreement.** This Agreement and any attachments to this Agreement shall constitute the entire agreement of the parties on the subject matter set forth in this Agreement. This Agreement supersedes and replaces any and all prior agreements and understandings between the Academy and Youth Solutions.

B. **Force Majeure.** Notwithstanding any other sections of this Agreement, neither party shall be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, embargo, fire, explosion, sabotage, flood, accident, labor strike, or other acts beyond its reasonable control; provided either party may terminate this Agreement in accordance with the termination provisions contained in this Agreement if sufficient grounds exist as provided in the Article governing termination.

C. **State Governing Law/Waiver Jury Trial.** The rights of all parties hereto shall be subject to the jurisdiction of courts located in Wayne County, Michigan, and be construed according to the laws of the State of Michigan without regard to conflict of law principles. Youth Solutions and the Academy hereby waive the right to a jury trial in any action, proceeding or counterclaim by either Youth Vision Solutions or the Academy against the other.

D. **Official Notices.** All notices and other communications required by the terms of Agreement shall be in writing and sent to the parties hereto at the facsimile number or address set forth below. Notice may be given by (i) facsimile with written evidence of confirmed receipt by the receiving party of the entire notice, (ii) certified or registered mail, postage prepaid, return receipt requested, or (iii) personal delivery. Notice shall be deemed to have been given on the date

of transmittal if given by facsimile, or upon the date of postmark if sent by certified or registered mail, or upon the date of delivery if given by personal delivery. Notices to the Academy shall be sent to the current address of the then current Board president, with a copy to the then current Board attorney. The addresses of the parties hereto for the purposes aforesaid, inclusive of the address of the initial Board president, are as follows:

The Academy:
Covenant House Academy Detroit
Attn: Lawrence Givens
President, Board of Directors
30305 Blossom Court
Farmington Hills, MI 48331
Telephone: (248) 396-0914
Facsimile: (248) 661-0473

WITH A COPY TO:
Seymour M. Nayer, Esq.
Plunkett Cooney
38505 Woodward Avenue, Suite 2000
Bloomfield Hills, MI 48304
Telephone: (248) 901-4012
Facsimile: (248) 901-4040

Youth Solutions:
Youth Visions Solutions, Inc.
Attn: President, Board of Directors
[ADDRESS]
Detroit, Michigan [ZIP CODE]
Telephone: (313) [NUMBER]
Facsimile: (313) [NUMBER]

WITH A COPY TO:
John C. Kava, Esq.
Collins & Blaha, P.C.
31440 Northwestern Highway, Suite 170
Farmington Hills, MI 48334
Telephone: (248) 406-1140
Facsimile: (248) 406-8416

E. **Assignment.** Youth Solutions may assign this Agreement with the prior written approval of the Board.

F. **Amendment.** This Agreement shall not be altered, amended, modified or supplemented except by memorandum approved by the Board and signed by both an authorized officer of the Academy and an authorized officer of Youth Solutions.

G. **Waiver.** No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

H. **Cost and Expenses.** If any party commences an action against another party as a result of a breach or alleged breach of this Agreement, the prevailing party shall be entitled to have and recover from the losing party reasonable attorneys' fees and costs of suit.

I. **Severability.** If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms and provisions set forth herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated, and the parties hereto shall use their best efforts to find and employ an alternative means to achieve the same or substantially the same result as that contemplated by such term or provision.

J. **Delegation of Authority.** Nothing in this Agreement shall be construed as delegating to Youth Solutions any powers or authority of the Board which are not subject to delegation by the Board under the Charter or applicable law.

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

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

Dated: 06/15/20

YOUTH VISION SOLUTIONS, INC., a
Michigan non-profit corporation

By: *Richard Kryptorick*

President

Its: _____

Dated: 6/15/20

COVENANT HOUSE ACADEMY DETROIT

By: *Lawrence Givens*

Its: President

SCHEDULE 7

ACADEMY SPECIFIC INFORMATION & EDUCATIONAL PROGRAM

SCHEDULE 7-1

EDUCATIONAL GOALS AND PROGRAMS

SCHEDULE 7-1

EDUCATIONAL GOALS

Phases. Each student enrolled at the school shall annually be classified by the school based on the phase of learning that the student is in. Phases are defined as follows:

Phase 0	Phase 1	Phase 2
<ul style="list-style-type: none"> • Student has enrolled at the school, but has not little to no live attendance (>20%). • Student has either not engaged or has minimally engaged in the school's online course platform, if any. 	<ul style="list-style-type: none"> • Student sporadically attends the school (20-65%). • External barriers sometimes negatively affect academic success. 	<ul style="list-style-type: none"> • Student regularly attends the school (66% or more). • Student is earning credits at a pace of 4 credits/year or more. • Student regularly engages in and completes coursework through the school's online course platform, if any. • Student exhibits positive behaviors, mindsets that align with academic success regardless of external barriers.

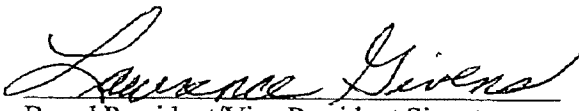
Phase Goals. The following goals are established for each phase of student learning:

Domain	Phase 0 Target	Phase 1 Target	Phase 2 Target
Student Growth	Not factored into goal calculation	65% of students show positive RIT growth in reading and math, as measured by the NWEA MAP Growth	65% of students meet their annual RIT growth target in reading and math, as measured by the NWEA MAP Growth
Student Progress for High School Students	65% of students earn at least 2.0 credits during the academic year	65% of students either earn 3-5.5 credits during the academic year or graduate.	65% of students either earn 6.0 or more credits during the academic year or graduate.
Student Progress for Students in Grades K through 8	Not factored into goal calculation	Not factored into goal calculation	50% of students meet or exceed the proficiency levels in English language arts and math of select peer schools as measured by the M-STEP and PSAT 8/9, as applicable.
Student Engagement	70% of students engage at a rate between 25% and 49%. Engagement may include in-person attendance, participation in the school's online course platform, if any, or otherwise participating in support systems offered by the school.	70% of students engage at a rate between 50% and 79%. Engagement may include in-person attendance, participation in the school's online course platform, if any, or otherwise participating in support systems offered by the school.	70% of students engage at a rate of greater than 80%. Engagement may include in-person attendance, participation in the school's online course platform, if any, or otherwise participating in support systems offered by the school.
Phase Movement	65% of students move up at least one phase during the academic year, maintain Phase 2 status, and/or graduate.		

Evaluation. The rubric that will be used to assess these goals is as follows:

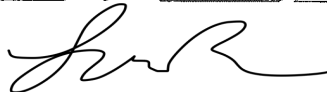
Domain	Meets	Partially Meets	Does Not Meet
Student Growth (NWEA MAP Growth)	School meets growth targets for all phases.	School meets growth targets for the majority of phases.	School does not meet growth targets for the majority of phases.
Student Progress	School meets student progress targets for all phases.	School meets student progress targets for the majority of phases.	School does not meet student progress targets for the majority of phases.
Student Engagement	School meets student engagement targets for all phases.	School meets student engagement targets for the majority of phases.	School does not meet student engagement targets for the majority of phases.

Date: 6/9/20


Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the Detroit Board of Directors at a properly noticed open meeting held on the 9th day of June, 2020, at which a quorum was present.


Board Secretary

SCHEDULE 7-2

CURRICULUM

The Academy will comply with the requirements of MCL 380.552(20). The Academy will submit a report to the MDE, in a form or manner prescribed by the MDE, that reports the number of pupils enrolled in an online or distance learning program during the immediately preceding month.

Please see separate folder on Contract CD for full Curriculum

SCHEDULE 7-3

STAFF RESPONSIBILITIES

Except as otherwise provided by law, the Academy shall use certificated teachers according to state board rule. The Academy may use noncertified individuals to teach as follows:

(a) A classroom teacher in any grade a faculty member who is employed full-time by the state public university and who has been granted institutional tenure, or has been designated as being on tenure track, by the state public university, and

(b) In any other situation in which a school district is permitted under this act to use noncertificated teachers.

All administrators or other person whose primary responsibility is administering instructional programs or as a chief business official shall meet the certification and continuing education requirements as described in MCL 380.1246.

Administrator and Teacher Evaluation Systems. The Academy Board shall adopt and implement for all teachers and school administrators a rigorous, transparent, and fair performance evaluation system that complies with sections 1249 and 1250 of the Code. If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider adopts a performance evaluation system that complies with this section.

Performance Evaluation System Commencing with the 2013-2014 School Year. If the Academy Board adopts and implements for all teachers and school administrators a performance evaluation system that complies with section 1249(7) of the Code, then the Academy Board is not required to implement a performance evaluation system that complies with section 1249(2) and (3). If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider adopts a performance evaluation system that complies with this section.

Parent Notification of Ineffective Teacher Ratings. Beginning with the 2015-2016 school year and continuing on during the term of this Contract, if a pupil is assigned to be taught by a teacher who has been rated as ineffective on his or her 2 most recent annual year-end evaluations under section 1249, the Academy Board shall notify the pupil's parent or legal guardian that the pupil has been assigned to a teacher who has been rated as ineffective on the teacher's 2 most recent annual year-end evaluations. The notification shall be in writing and shall be delivered to the pupil's parent or legal guardian by U.S. mail not later than July 15th immediately preceding the beginning of the school year for which the pupil is assigned to the teacher, and shall identify the teacher who is the subject of the notification.

Teacher and Administrator Job Performance Criteria. The Academy Board shall implement and maintain a method of compensation for its teachers and school administrators that includes job performance and job accomplishments as a significant factor in determining compensation and additional compensation earned and paid in accordance with Applicable Law. The assessment of job performance shall incorporate a rigorous, transparent, and fair evaluation system that evaluates a teacher's or school administrator's performance at least in part based upon data on student growth as measured by assessments and other objective criteria. If the Academy enters into an agreement with an Educational Service Provider, then the Academy Board shall ensure that the Educational Service Provider complies with this section.



JOB DESCRIPTION

POSITION TITLE: President of YVS/
Superintendent of Covenant House Academies – Detroit & Grand Rapids

REPORTING TO: YVS Board of Directors

LOCATION: Detroit and Grand Rapids, MI

Youth Vision Solutions (YVS), Inc. is a Michigan nonprofit corporation that provides education management services to charter schools for children and youth who have previously dropped out, are homeless or otherwise at risk. YVS collaborates with community agencies and associations and actively participates in community efforts to improve the condition of families and children. YVS advocates on behalf of youth to raise awareness in the community about their needs. Educational management services are provided to Covenant House Academies, Detroit and Grand Rapids.

YVS' purpose is based on unconditional love, the belief that all children and youth have a right to decent living conditions, suitable education and supplemental services delivered with respect and genuine concern.

ACADEMIES

Youth Vision Solutions manages four charter schools (9-12). There are three charter schools in the city of Detroit under a public school Board, Covenant House Academies Detroit. They are Covenant House Academy East, Covenant House Academy Central and Covenant House Academy Southwest. The fourth academy is located in Grand Rapids operated by a separate Board and is named Covenant House Academy Grand Rapids. The academies are alternative charter schools and offer a learning environment where students ages 16-22 and those with special needs up to age 25 can earn high school diplomas. The schools have year-round schedules and rolling enrollment, two graduations per year, and on-line access to classwork. They are authorized by Grand Valley State University.

SCOPE AND RESPONSIBILITIES

The President is responsible for the leadership, management and administration of Youth Vision Solutions (YVS) and to serve as Superintendent of the four Charter Schools.

Basic responsibilities:

1. Satisfactorily carrying out the management contracts with the school Boards
2. Fiscal responsibility of YVS and the schools
3. Academic success of the students
4. Innovative leadership
5. Creation of an excellence-based education culture within YVS and each of the academies

Specific responsibilities:

1. Provide leadership and vision for YVS and academy staff

2. Accept ultimate responsibility for the effective and efficient operation of YVS and the academies
3. Serve as the face and voice of YVS and the academies to the general public
4. Ensure the fulfillment of compliance and performance standards in the contractual agreement with Grand Valley State University and the Michigan Department of Education
5. Design and implement strategies to ensure academic achievement, enrollment and attendance goals
6. In the short term, review and implement improved academic, enrollment, attendance and retention goals
7. Maintain fiscally responsible policies and practices. Regularly report financial status to YVS, CHA-D and CHA-GR boards of directors

EXPERIENCE / SKILLS REQUIRED

1. High energy individual who is passionate about education and disadvantaged children
2. A proven leader with 5-10 years senior top tier management experience, including financial responsibility
3. Ability to build and develop the strategic direction of YVS and the academies (in collaboration with their Boards) to meet the goals and objectives set forth by Grand Valley State University
4. Excellent interpersonal and communication skills. Ability to communicate directly and credibly with staff, faculty and community, as well as those in the educational environments
5. A history of involvement with urban communities
6. Strong listening skills and a presence that commands trust, confidence and respect; the ability to lead by influence and example
7. Working experience with governing boards is preferred
8. A preference for candidates who have worked in diverse organizations is beneficial
9. An understanding of K-12 and/or Charter school environment is preferred
10. Marketing experience is beneficial
11. Ability to regularly work collaboratively with the Executive Director of Covenant House Michigan (CHM) – the sole member of YVS to ensure Mission alignment.

EDUCATION and CERTIFICATIONS

Master's degree or equivalent preferred (Business / Education)
State of Michigan School Administrator Certificate

COMPENSATION AND BENEFITS

Compensation will be competitive and commensurate with experience.
Employee benefits include medical, dental, vision, life insurance and a 403(b) plan with a contributory element

This description is a summary of the responsibilities, duties, knowledge, skills, experience, abilities and qualifications associated with this position. It is not an exhaustive list and may be changed to any time at the discretion of the Youth Vision Solutions Board of Directors.

Youth Vision Solutions, Inc., is an equal opportunity employer. YVS will not discriminate against any otherwise qualified employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, national origin, age, sex, height, weight, marital status, disabilities or other legally protected status.

I acknowledge that I have received a copy of my job description, have reviewed it, and have been given a copy.

Signature

Date



Job Description

Position: Principal

Reports to: Superintendent

General Description: The Principal serves as the instructional leader for the Academy, and is responsible for the management of all aspects of the school's operation, including: educational programming, supervision and evaluation of all staff members, enrollment, recruitment and retention, and compliance with all federal, state and district laws, regulations, policies and requirements.

Primary responsibilities:

- Understands, accepts, and abides by the Covenant House Academy philosophy and mission statement in all his/her school activities.
- Interprets, enforces and develops regulations that are in agreement with Board policies, the school handbook, and state and federal law.
- Supervises all personnel assigned to the building, establishing clear expectations for role, responsibilities, and performance to ensure that all job responsibilities are met and exceeded.
- Leads school and decision making process to ensure the development of a comprehensive School Improvement Plan with annual student achievement targets, supported by parents, staff, and community members.
- Supervises the instructional programs of the school, evaluating lesson plans and observing classes on a regular basis to encourage the use of a variety of instructional strategies and materials consistent with research on learning and child growth and development.
- Conducts and maintains school's performance evaluation information and its systems to ensure that site goals and objectives are achieved, and that all levels of staff adheres to District, state and federal educational standards and goals.
- Fosters positive citizen-staff-student relations and effective communication and citizen participation in the schools by maintaining positive and/or improving human relations and rapport.
- Orients and assists new staff and new students and provides opportunities for their input in the school program.
- Establishes the master schedule for instructional programs, ensuring sequential learning experiences for students.
- Collects and analyzes data regarding the needs and achievement of students, including State assessments, and other pertinent information affecting the design and implementation of services and programs, using the information to recommend new programs and modifications to existing programs.
- Manages a comprehensive physical facility, identifying needs and recommending additions, modifications, and services.

- Confers, consults with and advises District, public and private agency personal and parents concerning student educational and behavior problems and alternative problem solutions.
- Manages, supervises, observes, and conducts staff professional development and staff training programs which identify and encourage leadership potential.
- Plans, develops, and provides, as required, management reports pertaining to the educational climate and the functions and activities of the school.
- Creates innovative strategies for leading and managing student enrollment, recruitment, and retention initiatives.
- Supervises and evaluates staff performance.
- Serves as a role model for students, dressing professionally, demonstrating the importance and relevance of learning, accepting responsibility, and demonstrating pride in the education profession.
- Acts in accordance with the directives and assignments given by the Superintendent.

Essential Skills and Abilities

- Ability to understand the awareness of and sensitivity to the needs of homeless and at-risk youth that Covenant House Academy serves
- Ability to lead a diverse group of employees
- Proven ability to develop sustainable partnerships with local businesses, social service agencies, and community development organizations
- An aptitude and working knowledge of computer courseware and hardware
- Demonstrates the ability to communicate effectively both orally and in writing

Qualifications

- A minimum of a Master's Degree in related field
- Valid Michigan School Administrator Certification
- Five to seven years of school leadership experience that is inclusive of alternative education
- Hold and maintain a valid driver's license and have a reliable vehicle for transportation
- Satisfactory completion of criminal history check

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Signature

Date



Job Description

Position: English Teacher
Reports to: Principal

General Description: Delivers teacher-led instruction in a blended learning environment for the purposes of supplemental enrichment, core curriculum, and credit recovery to meet a range of educational needs for at-risk and homeless youth.

Primary Responsibilities

- Understands, accepts, and abides by the Covenant House Academy philosophy and mission statement in all his/her school activities.
- Differentiates instruction based on students' learning styles and needs and assists students in assimilating information to gain understanding and knowledge.
- Uses computers and other technology provided to assist students.
- Establishes standards for student behavior that are designed to ensure academic integrity and appropriate uses of the Internet and written communication.
- Arranges media and content to help transfer knowledge most effectively in the blended environment.
- Uses student data to inform instruction, guides and monitors students' management of their time, monitors learner progress with available tools and develops an intervention plan for unsuccessful learners.
- Demonstrates effective strategies and techniques that actively engage students in the learning process.
- Provides continuous evaluation of students to include pre-and post-testing and student input throughout each course.
- Reviews student responses to test items to identify issues related to test validity or instructional effectiveness.
- Provides timely, constructive feedback to students about assignments and questions.
- Communicates high expectations.
- Prepares and administers all standardized tests as directed.
- Maintains confidentiality concerning all student information and any professional matters.
- Gathers, maintains, and submits, as directed, all information and forms related to the use of technology.
- Keeps accurate records on each student such as grade books and progress reports, lesson plans, attendance records, and behavior/discipline records.
- Maintains the classroom environment in an orderly fashion that is conducive to effective teaching and learning.
- Serves as a role model for students and staff in demonstrating a positive attitude, appropriate attire, personal grooming, and an effective work ethic.

- Participates in appropriate in-service and workshop programs and attends all required meetings.
- Works in a professional and cooperative manner with others to achieve duties and responsibilities.
- Acts in accordance to the directives and assignments given by the Principal.

Essential Skills and Abilities

- Ability to understand the awareness of and sensitivity to the needs of homeless and at-risk youth that Covenant House Academy serves
- Ability to adapt and adjust instruction to create multiple paths to meet learning objectives
- Knowledge of accepted and effective techniques for working with at-risk youth with diverse family dynamics
- An aptitude and working knowledge of computer courseware and hardware
- Ability to impact student achievement through mentoring, motivation, and monitoring practices

Qualifications

- Bachelor's Degree
- Certification in appropriate area
- Excellent oral and written communication skills
- Proficient in computer applications
- Effective organizational skills with the ability to multitask
- Satisfactory completion of criminal history check

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Signature

Date



Job Description

Position: Math Coach
Reports to: Principal

General Description: Collaborates with teachers in the development of research-based teaching strategies that foster problem-solving and mathematical understanding for students. Coaches will work collaboratively with the teachers for the purpose of building skills, analyzing data, and providing data-driven instructional practices.

Primary Responsibilities

- Understands, accepts, and abides by the Covenant House Academy philosophy and mission statement in all his/her school activities.
- Administers math tests to identify the level of student achievement.
- Works with the teacher to determine the instructional needs of students most identified in need of improvement.
- Models innovative teaching methodologies and research-based, effective instructional practices through techniques such as co-teaching and demonstration lessons.
- Provides one-on-one and small group tutoring in reading and math.
- Designs tutoring schedule for working with students.
- Communicates goals and academic expectations to students.
- Maintains confidentiality concerning all student information and any professional matters.
- Maintains and submits required documentation, including but not limited to, coaching logs, data analysis for teacher development and calendar reflecting coaching activities and scheduled meetings.
- Assists teachers in effective integration of technology within daily instructional practice.
- Promotes collegiality through collaborative work and reflective practices with teachers and administrators.
- Establishes and maintains a trusting, confidential and non-evaluative relationship with teachers and aligns coaching based on classroom observations.
- Participates in monthly content related professional learning.
- Works in a professional and cooperative manner with others to achieve duties and responsibilities.
- Acts in accordance to the directives and assignments given by the Principal.

Essential Skills and Abilities

- Ability to understand the awareness of and sensitivity to the needs of homeless and at-risk youth that Covenant House Academy serves
- Ability to adapt and adjust instruction to create multiple paths to meet learning objectives
- Knowledge of accepted and effective techniques for working with at-risk youth with diverse family dynamics
- An aptitude and working knowledge of computer courseware and hardware
- Ability to impact student achievement through mentoring, motivation, and monitoring practices

Qualifications

- Master's Degree
- Certification in appropriate area
- Excellent oral and written communication skills
- Effective organizational skills with the ability to multitask
- Satisfactory completion of criminal history check

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Date



Job Description

Position: Science Teacher
Reports to: Principal

General Description: Delivers teacher-led instruction in a blended learning environment for the purposes of supplemental enrichment, core curriculum, and credit recovery to meet a range of educational needs for at-risk and homeless youth.

Primary Responsibilities

- Understands, accepts, and abides by the Covenant House Academy philosophy and mission statement in all his/her school activities.
- Differentiates instruction based on students' learning styles and needs and assists students in assimilating information to gain understanding and knowledge.
- Uses computers and other technology provided to assist students.
- Establishes standards for student behavior that are designed to ensure academic integrity and appropriate uses of the Internet and written communication.
- Arranges media and content to help transfer knowledge most effectively in the blended environment.
- Uses student data to inform instruction, guides and monitors students' management of their time, monitors learner progress with available tools and develops an intervention plan for unsuccessful learners.
- Demonstrates effective strategies and techniques that actively engage students in the learning process.
- Provides continuous evaluation of students to include pre-and post-testing and student input throughout each course.
- Reviews student responses to test items to identify issues related to test validity or instructional effectiveness.
- Provides timely, constructive feedback to students about assignments and questions.
- Communicates high expectations.
- Prepares and administers all standardized tests as directed.
- Maintains confidentiality concerning all student information and any professional matters.
- Gathers, maintains, and submits, as directed, all information and forms related to the use of technology.
- Keeps accurate records on each student such as grade books and progress reports, lesson plans, attendance records, and behavior/discipline records.
- Maintains the classroom environment in an orderly fashion that is conducive to effective teaching and learning.
- Serves as a role model for students and staff in demonstrating a positive attitude, appropriate attire, personal grooming, and an effective work ethic.

- Participates in appropriate in-service and workshop programs and attends all required meetings.
- Works in a professional and cooperative manner with others to achieve duties and responsibilities.
- Acts in accordance to the directives and assignments given by the Principal.

Essential Skills and Abilities

- Ability to understand the awareness of and sensitivity to the needs of homeless and at-risk youth that Covenant House Academy serves
- Ability to adapt and adjust instruction to create multiple paths to meet learning objectives
- Knowledge of accepted and effective techniques for working with at-risk youth with diverse family dynamics
- An aptitude and working knowledge of computer courseware and hardware
- Ability to impact student achievement through mentoring, motivation, and monitoring practices

Qualifications

- Bachelor's Degree
- Certification in appropriate areas (Endorsement Codes: DA, DC, or DX)
- Excellent oral and written communication skills
- Proficient in computer applications
- Effective organizational skills with the ability to multitask
- Satisfactory completion of criminal history check

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Position: Special Education Teacher

Reports to: Principal

General Description: Under the direction of the school principal, the special education teacher plans and provides for appropriate learning experiences for students with disabilities in a variety of educational settings. The person in this position is responsible for creating a flexible program and learning environment that provides specialized instruction for students with disabilities, such that the students benefit from the general education curriculum to the greatest extent possible when supported with supplemental aides, accommodations, and other needed supports.

Primary Responsibilities

- Understands, accepts and abides by the Covenant House Academies philosophy and mission statement in all his/her school activities.
- Write lessons plans to accommodate IEP curriculum.
- Assists with the implementation of the IEP for each student served.
- Prepares, adapts, and delivers instructional material.
- Develops suitable curricula and effective teaching methods based on assessment of students' needs.
- Evaluates students' academic and behavioral progress.
- Supervises students in classrooms, school buildings and social-curricular activities.
- Selects appropriate texts, learning aids, materials, and supplies.
- Provides formal and informal assessment of students' academic status and learning styles.
- Works with students and teachers to identify, teach, and implement accommodations for student who are eligible for services in the general education and special education settings.
- Schedules IEP meetings as needed.
- Maintains accurate and complete student records, and prepare reports on student activities, as required by laws, school policies, and administrative regulations.
- Participates in the Child Study Team (CST).
- Continuously maintain current training and updates pertaining to administrative guidelines and compliance.
- Maintains confidentiality concerning all student information and any professional matters.

Essential Skills and Abilities

- Ability to understand the awareness of and sensitivity to the needs of homeless and at-risk youth that Covenant House Academies serves
- Competency in the administration and interpretation of academic ability testing
- Ability to use technology for documentation and preparation of professional materials

- Ability to communicate assessment results, in written and oral forms, to parents and professionals
- Ability to develop, implement, and evaluate behavior plans for use in general and special education settings
- Ability to prioritize tasks, allocate time, and maintain schedule flexibility

Qualifications

- BA or BS Degree
- Certification as Special Education Teacher
- Excellent verbal and written communication skills
- Meets education standards as applicable
- Effective organizational skills with the ability to multitask
- Satisfactory completion of criminal history check

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Signature

Date



POSITION DESCRIPTION

Position: School Boards Secretary & Administrative Assistant to Superintendent
Reports to: Superintendent

General Description:

Person in this position is responsible for providing required support services to the Superintendent of Covenant House Academy and the two School Boards that govern four school sites – 3 in Detroit, Michigan and 1 in Grand Rapids, Michigan. Performs a full range of executive secretarial and related duties using considerable independent judgment in making decisions. The successful candidate shall uphold Covenant House Academy standards of conduct, policies and procedures in the spirit of the Covenant House Academy Mission at all times.

Educational and work experience requirements:

- 1) High School diploma required. Executive secretarial experience preferred.
- 2) Minimum 3 to 5 years experience in secretarial work with administrative experience.
- 3) Sufficient health, ability, experience, and education to perform the assigned duties with or without accommodation.
- 4) Belief in Covenant House Academy goals and desire to fulfill the mission
- 5) Awareness of and sensitivity to the needs of dropouts, homeless and at-risk youth that Covenant House Academy serves.

Knowledge Skills & Abilities:

- 1) Strong written and oral language skills; ability to communicate effectively by telephone, in person and in written form including generation of original correspondence.
- 2) Technologically literate (word processing, spreadsheets, database, Internet, Power Point, etc.)
- 3) Proficient in grammar/punctuation, text editing, document layout/production and general equipment operation.
- 4) Demonstrated positive public relations skills. Able to establish and maintain effective working relationships with staff, students, parents and the community and to represent the Superintendent and school boards effectively with same.
- 5) Strong organizational skills with the ability to work independently, exercise independent judgment, set priorities, meet deadlines and work effectively under pressure.
- 6) Experienced in office budget development and overseeing processes.
- 7) Able to apply diplomatic skills in all District-related matters and maintain strict confidentiality in all sensitive matters.

- 8) Ability to work primarily at desk/computer for approximately 8 hours per day.
- 9) Ability to lift and/or move objects typically weighing 5-35 pounds.
- 10) Ability to handle multiple tasks and projects.

Duties as Superintendent's Administrative Assistant:

- 1) Assist the Superintendent in general administrative operations.
- 2) Arrange meetings and prepares materials for Superintendent; attend meetings as requested.
- 3) Participate in developing budgets for the Superintendent's office; monitor expenditures; order and maintain equipment and supplies for Superintendent's office and school board.
- 4) Provide support services to the School Boards; participate in agenda setting; prepares and distribute board meeting materials including meeting notices; attend and record school board meetings and prepare meeting minutes; maintain school board files; schedule/coordinate Board activities.
- 5) Serve as a liaison between the Superintendent and District staff, parents, students and community members. Answer telephone calls to the Superintendent's office; provide information/answers questions concerning district business and directs calls to other district staff as appropriate. Communicate Superintendent's directives to appropriate staff or community members. Keep Superintendent advised of items requiring administrative review/action from the authorizer and the Michigan Department of Education.
- 6) Perform a wide variety of confidential word processing duties for the Superintendent; maintain the Superintendent's calendar, monitor and respond to e-mail as requested, schedule appointments and advise the Superintendent of meetings and appointments; make travel arrangements, reservations and conference arrangements for the Superintendent, staff and board; type and maintain all board correspondence.
- 7) Screen and route all mail to Superintendent's office; originate routine correspondence and documents. Finalizes Superintendent's draft correspondence, Board reports and other printed materials, including editing, formatting, typing and proofreading. Maintain Superintendent's general office files.
- 8) Maintain the District's policy and procedure manuals; distribute new and/or revised policies/procedures to manual holders upon adoption; respond to requests for information.
- 9) Prepare the District student school year calendars.
- 10) Respond to telephone inquiries and screens contacts for the Superintendent. Answer routine questions and inquiries for the Superintendent in his absence. Provide information concerning Covenant House Academy to inquiries about the schools.
- 11) Attend and participate in all scheduled or mandatory meetings, training and supervision sessions as requested.
- 12) Develop and maintain administrative filing systems.
- 13) Take and transcribe dictation on confidential matters from the Superintendent, as required.
- 14) Perform all other tasks as requested by the Superintendent.

Duties as Board Secretary include but are not limited to:

- 1) Perform complex clerical and secretarial work involving frequent detailed duties of an administrative nature.
- 2) Exercise good judgment in establishing or adapting work procedures to new situations.

- 3) Prepares replies to correspondence from brief dictated or written notes or on own initiative.
- 4) Search files for a variety of source materials to serve as background for reports.
- 5) Take and transcribe minutes of Board meetings in Detroit and Grand Rapids.
- 6) Prepare material for all Board meetings: notices, resolutions, agenda, Board Books and related reports.
- 7) Handle confidential and Academy-related mail of Board Chairs
- 8) Provide official School Board records to state auditors and attorneys as directed and to the public and the press upon request.
- 9) Develop and maintain a filing and retrieval system for all official School Board minutes and records.
- 10) Perform all other tasks as requested by Board Chairs or Superintendent in connection with board-related matters.
- 11) Work with Board counsel in preparation of resolutions for Board meetings.
- 12) Submit all official reports as required of the Authorizer.

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Signature

Date



Position: Enrollment Secretary
Reports to: Principal

General Description: Serves as the primary contact person and liaison between the Principal and students, teachers, parents, staff and the community; provides students, parents, staff and the public with information through a wide variety of secretarial and administrative services which directly supports the educational environment.

Primary Responsibilities

- Answers and responds to phone calls in such a way that callers feel welcomed and valued
- Handles and processes confidential mail and other documents
- Receives and sends, faxes, mail, emails as applicable
- Welcomes visitors and guests
- Type, mail, merge, collate and distribute student reports
- Maintains the school database (Zangle) with new applications for enrollment
- Responds to questions from a variety of internal and external sources (e.g. staff, other educational institutions, the public, parents and students, etc.) for the purposes of providing information and/or direction
- Organizes interviews for potential employment candidates
- Maintains and updates waiting lists and liase with Data Specialist regarding potential enrollees
- Supports instructional and administrative staff in clerical, administrative and organizational matters
- Prepares standardized documents and reports (e.g. form letters and memos, calendars, and periodic reports, etc.) for the purposes of communicating information students, parents, and other stakeholders
- Liaise with students and parents regarding meetings and requirements of the Principal
- Compiles student records (e.g. birth certificates, transcripts, updating transcripts, updating student information system, etc) for the purposes of meeting State, Federal and District requirements
- Calculates monthly income for the Free/Reduced lunch program to determine eligibility requirements as regulated by the State of Michigan
- Maintains confidentiality concerning all personnel information and any professional matters
- Evaluates situations (e.g. involving staff, students, parents, the public, etc.) for the purpose of taking appropriate action and/or directing to appropriate personnel for resolution
- Exhibits punctuality
- Follows the dress code as stated in the employee manual
- Verifies student tardiness and early dismissals as necessary
- School activities — the Enrollment Secretary is required to attend and/ or participate in such other activities as directed by the Principal such as: faculty meetings (before or after school hours), open houses, commencement exercises, chaperone student

activities, provide guidance for students, participate on faculty committees, study and help resolve school problems, and participate in the preparation of courses of study -- these activities demonstrate valuable support for the Covenant House Academies

- Acts in accordance to the directives and assignments given by the Principal
- Has read and agreed to abide by the policies, directives, and guidelines as stated in all Covenant House Academies manuals pertinent to the position

Essential Skills and Abilities

- Ability to understand the awareness of and sensitivity to the needs of homeless and at-risk youth that Covenant House Academies serves
- Ability to handle large volumes of phone calls with a high degree of professionalism
- An aptitude and working knowledge of computer courseware and hardware
- Ability to prioritize and manage competing demands

Qualifications

- Associates Degree
- Secretarial or Accounting Experience
- Excellent oral and written communication skills
- Proficient in computer applications
- Effective organizational skills with the ability to multitask
- Satisfactory completion of criminal history check

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Signature

Date



Job Description

Position: Guidance Counselor

Reports to: Principal

General Description:

The primary function of the school guidance counselor is to provide a comprehensive competency-based counseling program focused on the learning, personal, social and career/vocational needs of all students.

Primary responsibilities:

- Guides students in resolving educational, personal, and other barriers toward successful completion of their academic goals.
- Serves as a resource to parents about the needs of students and consults with parents as needed.
- Schedule students in appropriate classes.
- Advise students regarding the accuracy and completeness of records and credits and perform periodic credit checks from grades nine through 12 with an emphasis on the senior year.
- Consult with students, parents, and staff to assist students with academic/career planning.
- Assist students with scholarship, college entrance, and financial aid applications.
- Direct students to provide them with sources of vocational/technical, career, college, military information and work.
- Conduct counseling sessions in systematic response to identified needs of individuals or groups of students.
- Facilitate outreach efforts to provide services to students, parents/guardians, and staff.
- Coordinate the testing program at the high school and compile and disseminate test results to appropriate personnel, students and parents/guardians.
- Advocate on behalf of the students and/or their family.
- Provides crisis intervention services as appropriate and as requested by administrative personnel assigned to schools.
- Maintains student files as required by the needs of federal, state, and local guidelines to track student progress.
- Protects confidentiality of records and information gained as part of exercising professional duties and use discretion in sharing such information within the legal confines.
- Serves as a role model for students and staff in demonstrating a positive attitude, appropriate attire and an effective work ethic.
- Participates in appropriate in-service and workshop programs and attends all required meetings.

- Works in a professional and cooperative manner with others to achieve duties and responsibilities.
- Acts in accordance to the directives and assignments given by the Principal.

Essential Skills and Abilities

- Ability to understand the awareness of and sensitivity to the needs of homeless and at-risk youth that Covenant House Academy serves
- Knowledge of accepted and effective techniques for working with at-risk youth with diverse family dynamics
- Proven ability to develop constructive partnerships with students, staff, and families
- An aptitude and working knowledge of computer courseware and hardware
- Demonstrate the ability to communicate effectively both orally and in writing
- Ability to impact student retention through mentoring, motivation, and monitoring practices
- Ability to manage caseload and develop an effective schedule which allows for direct service to students and families, collaboration with staff, parent/community services and program management

Qualifications

- Master's degree in Guidance and/or School Counseling
- Valid Michigan School Counselor Certificate/License
- Minimum of three years of experience working with at-risk youth
- Excellent oral and written communication skills
- Effective organizational skills with the ability to multitask
- Hold and maintain a valid driver's license and have a reliable vehicle for transportation
- Satisfactory completion of a criminal history background check

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Date



Job Description

Position: Director of Business and Finance
Reports to: Superintendent

General Description: The Director of Business and Finance provides leadership with regard to the business and financial operations of the District, and manages all financial operations. This position requires an organized professional to manage the business side of the District, including skills that ensure thoroughness and accuracy, as well as have the capacity to build systematic processes for a changing organization. This position reports to the Superintendent of Covenant House Academy District and works closely with the administrative team and school sites.

Primary Responsibilities

- Understands, accepts, and abides by the Covenant House Academy philosophy and mission statement in all his/her school activities.
- Develops the districts' and schools' budgets at the direction of the Superintendent.
- Compiles necessary statistical data for the preparation and ongoing monitoring of the budget.
- Develops cost analysis to appraise current operations and plan for future action.
- Provides reports and analysis for the Superintendent and Board.
- Manages all bookkeeping functions for the District, including budget preparation and amendments, monthly financial statements and reporting.
- Processes and monitors accounting records, including general ledger maintenance, receipts, disbursements, reconciliations, and journal entries.
- Prepares, with the administration, the Consolidated Application, the Section 31a application and all related reporting requirements. Creates and implements policies for managing all money/fees, such as cash flow, billing, inventory of paid and owed fees and petty cash.
- Works to identify purchasing need early to ensure timely provision of goods and services.
- Manages competitive bidding processes where applicable.
- Directs contracting and purchasing procedures. Manages relationships with vendors and contractors. Ensures appropriate policies and procedures are in place.
- Develops, implements and evaluates internal control systems and procedures.
- Responsible for all financial compliance and reporting activities, including those required by Authorizer-Grand Valley State University, MDE, State and Federal grants, and other grant agreements.
- Manages a Master Calendar to ensure that all financial activities and reports are completed in a timely manner.
- Manages the school lunch program, including processing lunch status forms and collecting payments for reduced or fully paid lunches.

- Works with district auditor, Supports all audit activity and oversees annual financial audit.
- Responsible for Risk Management and insurance.
- Maintains and supervises district inventory and ensures appropriate guidelines are followed.
- Identifies and implements cost savings and business office efficiency initiatives.
- Acts in accordance with the directives and assignments given by the Superintendent.

Essential Skills and Abilities

- Minimum three years school accounting experience
- Understanding of the Michigan Department of Education accounting, reporting and auditing requirements
- Demonstrated ability to work with Microsoft Office
- Strong analytical and problem solving abilities
- Exemplary presentation skills, organizational skills and communication skills
- Self-motivated and directed. Ability to take initiative with projects
- Experience working in a team-oriented, collaborative environment
- Willingness to “roll up your sleeves” to support work in a dynamic, start-up environment and develop new areas of expertise to support school operational needs.
- Experience managing contracts and vendor relationships strongly preferred.

Qualifications

- Bachelor’s degree in Accounting required
- Background in school bookkeeping/accounting required
- Charter school experience strongly preferred.
- Satisfactory completion of criminal history check

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Position: 31a Paraprofessional
Reports to: Principal

General Description: Provides instructional support services under the direct supervision of a teacher for students who have been identified as failing, or most at-risk of failing to meet academic achievement standards. This is a grant-funded position, employment continuation is directly dependent upon funds availability and job performance.

Primary Responsibilities

- Understands, accepts, and abides by the Covenant House Academies philosophy and mission statement in all his/her school activities
- Administers reading and math tests to identify the level of student achievement
- Works with the teacher to determine the instructional needs of each 31a student
- Provides one-on-one and small group tutoring in reading and math
- Maintains student files as required by the needs of federal, state, and local guidelines to track student progress
- Assists the 31a Coordinator with gathering a variety of data that is needed for reporting to state and/or federal agencies
- Designs tutoring schedule for working with qualified 31a students.
- Attends inservice professional development, building and district meetings
- Communicates with parents and families as directed by the teacher or administrator
- Promotes high levels of achievement in relation to individual abilities
- Develops and maintains a Targeted Assistance environment that is conducive to effective student learning
- Communicates goals and academic expectations to students
- Maintains confidentiality concerning all student information and any professional matters
- Uses only forms or reporting records approved and /or adopted by the Covenant House Academies
- Gathers, maintains, and submits, as directed, all information and forms related to the use of technology
- Works in a professional and cooperative manner with others to achieve duties and responsibilities
- Follows the dress code as stated in the employee manual
- School activities — the 31a Paraprofessional is required to attend and/ or participate in such other activities as directed by the Principal such as: faculty meetings (before or after school hours), open houses, commencement exercises, 31a Parent Meetings, these activities demonstrate valuable support for the Covenant House Academies
- Acts in accordance to the directives and assignments given by the Principal
- Has read and agreed to abide by the policies, directives, and guidelines as stated in all Covenant House Academies manuals pertinent to the position

Essential Skills and Abilities

- Ability to understand the awareness of and sensitivity to the needs of homeless and at-risk youth that Covenant House Academies serves
- Knowledge of Title I, instructional and all compliance requirements
- Ability to reinforce the teacher's effect in the classroom
- An aptitude and working knowledge of computer courseware and hardware
- Ability to impact student achievement through mentoring, motivation, and monitoring practices

Qualifications

- Associates Degree, Bachelor's Preferred
- Meets No Child Left Behind Highly Qualified requirements
- Experience working with at-risk youth
- Excellent oral and written communication skills
- Proficient in computer applications
- Effective organizational skills with the ability to multitask
- Satisfactory completion of criminal history check

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Signature

Date

Revised 7/2011



JOB DESCRIPTION

Title: Research & Data Analyst/Outreach Coordinator

Reports to: Superintendent

General Description: This is a district-level position that has a dual focus. The first role of the person in this position is to research and analyze data for the purposes of measuring, implementing and revising the Strategic Plan to inform and guide organizational goals. The second role is to develop, coordinate and implement all of the community outreach initiatives in the furtherance of the Strategic Plan.

Educational and work experience requirements:

- Bachelor degree in Math, Sciences, Business, Marketing, or related field required
- Minimum 3 –5 years experience in marketing research, sales, project management or grant-writing required
- Valid Michigan Driver’s license with acceptable driving record as required by YVS
- Awareness of and sensitivity to the needs of homeless and at-risk youth that Covenant House Academy Detroit serves

Essential skills and abilities:

- Ability to understand the awareness of and sensitivity to the needs of homeless and at-risk youth that Covenant House Academy Detroit serves
- Advanced PC/Computer literacy with demonstrated proficiency of Microsoft Office
- Ability to establish and maintain effective working relationships with co-workers, supervisors, representatives of other agencies and the public
- Ability to manage time and pay close attention to detail
- Exceptional written, oral, and presentation communication abilities

Primary responsibilities as Researcher and Data Analyst:

- Data gathering of financial documents, student performance, pupil accounting, absenteeism, and graduation rates for the purposes of conducting attendance and retention analyses
- Assist with the development of district school improvement goals through data-driven decision making
- Supervises the district’s data coordinator and data specialists to ensure quality and accuracy
- Creates executive level reports including charts, graphs, and narratives
- Presents reports containing research analyses on student exit interviews, withdrawals, and dropout data with actionable recommendations for the superintendent
- Receives and analyzes at-risk student data from the academies to inform organizational goals

- Conducts focus groups and surveys to collect and analyze data on students' opinions and thoughts on the Academies' academic, support services, and social programs
- Provides technical assistance on data tracking mechanisms, methodology, and policies and procedures
- Works collaboratively with the District Improvement Team to ensure goals alignment with the building level School Improvement Plans
- Design or assist in the development of questionnaires or surveys to capture applicable data
- Provides research data to the Community Service Centers for the purposes of identifying the wraparound needs of the students in the Academies and the youth in the local communities
- Creates a longitudinal platform for continuous data collection and monitoring of graduates (alumni data)
- Works collaboratively with Administrative Team members.
- Attends and participates in all scheduled or mandatory, training and supervisions, including board meetings as requested
- Performs all other tasks as requested by the Superintendent and Executive Management

Primary responsibilities as Outreach Coordinator:

- Coordinate all district efforts to coalesce community resources to support student needs
- Develop supportive relationships with community groups and organizations
- Serve on the district's Parent, Community and Business committee
- Act as good will ambassador to further awareness of Covenant House Academy
- Finds additional resources to support the educational needs of children
- Develop and maintain a wish list of individual student needs

The successful candidate agrees to have read agreed to and abide by the policies, directives, and guidelines as stated in the Covenant House Academy Detroit manual pertinent to the position.

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Signature

Date



Job Description

Position: School Social Worker
Reports To: Director of Special Education

General Description: Provides supportive, diagnostic and consultative service to students, teachers, administration and parents/guardians/families of students with social, emotional and academic difficulties.

Primary Responsibilities

- Evaluates students to determine their need for school social work or other services
- Completes and presents a written evaluation report to parents/guardians and the local educational agency within required timelines
- Assist in the development and implementation of measurable IEP goals and objectives
- Participate in IEPT, MET and other meetings as appropriate
- Establish and maintain appropriate records, reports, and procedures including, but not limited to, behavioral data and student progress on IEP goals/objectives
- Communicate with mental health/child services or other agencies to coordinate services
- Use various software packages for communication and documentation purposes
- Conduct parent/teacher conferences as appropriate
- Makes referrals for students and parents to appropriate resources with the school or community
- Participates in Child Study, Eligibility and Special Education related meeting
- Serves as a resource to parents about the needs of students and consults with parents as needed
- Informs teachers and parents of available special services for students
- Adheres to laws and procedures involving child abuse/neglect
- Maintains an advocacy role to assure that the students' educational, social, emotional and materials needs are met according to established laws, rules, and regulations

- Provides crisis intervention services as appropriate and as requested by administrative personnel assigned to schools
- Develops effective intervention strategies for students based on knowledge and understanding of student's behavior and learning styles
- Conducts functional behavioral assessments and creates behavioral intervention plans to address student needs and target behaviors
- Counsels individual students regarding issues, which interfere with adjustment and/or performance within the educational setting
- Provide casework services to students and families
- Exhibits punctuality
- Maintains confidentiality in all student and professional matters, and works in a professional and cooperative manner with others to achieve duties and responsibilities
- Follows the dress code as stated in the employee manual
- School activities — the School Social Worker is required to attend and/ or participate in such other activities as directed by the Superintendent, Assistant Superintendent and/or Director of Special Education such as: faculty meetings (before or after school hours), open houses, commencement exercises, chaperone student activities, provide guidance for students, participate on faculty committees, study and help resolve school problems, and participate in the preparation of courses of study -- these activities demonstrate valuable support for Youth Vision Solutions
- Acts in accordance to the directives and assignments given by the Curriculum Director
- Has read and agreed to abide by the policies, directives, and guidelines as stated in all Covenant House Academies manuals pertinent to the position

Essential Skills and Abilities

- Ability to understand the awareness of and sensitivity to the needs of homeless and at-risk youth that Youth Vision Solutions serves
- Knowledge of current state law/regulations regarding high school proficiency standards
- Ability to demonstrate effective liaison relationships with parents, schools, and agencies
- Leadership skills in working with individuals and groups (i.e. initiating individual or group discussion, listening, clarifying and facilitating interactions and sharing of ideas)
- Ability to manage caseload and develop an effective schedule which allows for direct service to students and families, collaboration with staff, parent/community services and program management

Qualifications

- Master's Degree in Social Work (LMSW or LLMSW)
- Must meet Michigan Department of Education requirements for full/temporary approval as a School Social Worker and licensing from the Department of Community Health

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Signature

Date



Position: Student Support Advocate
Reports to: Principal

General Description: The Student Support Advocate shall serve the educational process by serving as an advocate for students with academic challenges, health and safety issues, and social and emotional matters; and by effectively creating an atmosphere that meets students' needs through prevention, identification, and intervention.

Primary Responsibilities

- Understands, accepts, and abides by the Covenant House Academy philosophy and mission statement in all his/her school activities.
- Coordinates with outside agencies for the purposes of providing referrals to families and students.
- Serves as an advocate for youth and their families to address socioemotional, academic, and pupil support challenges, as well as any other identified concerns.
- Intervenes in occurrences of inappropriate behavior of students for the purposes of assisting students in modifying such behavior and developing successful interpersonal skills.
- Assists students with being proactive in making choices that will lead to their success.
- Counsels students in matters of attendance and tardiness in accordance to the academies attendance policy.
- Prepares materials in written and electronic formats (e.g. reports, memos, letters, presentations, etc.) for the purpose of documenting activities, providing written reference and/or conveying information.
- Participates in the orientation, enrollment, and re-enrollment processes for the purposes of identifying and providing intervention measures to ensure student success.
- Protects confidentiality of records and information gained as part of exercising professional duties and use discretion in sharing such information within the legal confines.
- Provides technical assistance to parents and students in developing the skills needed to function effectively in a working relationship between home and school.
- Active participant in the weekly Child Study Team Meetings.
- Works in a professional and cooperative manner with others to achieve duties and responsibilities.

Essential Skills and Abilities

- Knowledge of accepted and effective techniques for working with at risk youth with diverse family dynamics

- Familiarity with school district resources, services and community agencies
- An aptitude and working knowledge of computer courseware and hardware
- Ability to impact student retention through mentoring, motivation, and monitoring practices

Qualifications

- High School Diploma, Associates Degree preferred
- Minimum of three years experience working with at-risk youth
- Hold and maintain a valid driver’s license and have a reliable vehicle for transportation
- Satisfactory completion of criminal history check

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Position: Website Management
Reports to: Principal

General Description: The Website Management function shall maintain and update CHAGR website. This additional function will also be responsible for creating internal and external promotions for Covenant House Academy Grand Rapids.

Primary Responsibilities

- Maintain online website calendar
- Maintain, update and manage staff information and contacts on website
- Post activities and/or events on the website
- Post quarterly school leadership messages on the website
- Maintain and update all website documents (school calendar, student handbook, employee handbook, enrollment application, staff directory, etc.)
- Maintain and up-to-date links on website for Special Education functions (enrollment, discipline policy, and procedures for students with disabilities documents)
- Maintain and update staff and student photos in Powerschool
- Create promotional videos for the school – when needed
- Assist with documentation of CHAGR life with photos, videos and media
-

Essential Skills and Abilities

- Ability to create various promotional materials
- Familiarity with website management
- Knowledge of CHAGR and ability to collaborate with leadership on CHAGR goals and initiatives
- An aptitude and working knowledge of computer, website, photo, video and various media sources/tools

I acknowledge that the Website Management function is additional role and will not interfere of intrude upon regular daily job tasks. The Website Management function is a school-year term role to be reviewed/assessed at the beginning of each school year.

Signature

Date



Job Description

Position: Title I Attendance Officer/Homeless Liaison

Reports to: Principal

General Description: The person in the dual role of Attendance Officer/Homeless Liaison shall serve the educational process by ensuring students develop and maintain good attendance practices and that parents support the attendance requirements of the Academy; and by supporting the needs of the homeless student population and ensuring the delivery of mandated services to facilitate the student's attendance and access to appropriate education.

Primary Responsibilities

- Understands, accepts, and abides by the Covenant House Academy philosophy and mission statement in all his/her school activities.
- Provides technical assistance to parents in developing the skills needed to function effectively in a working relationship between home, school and community.
- Make visits to students' residences to develop healthy, positive family attitudes towards academic success, attendance at school and student growth and development.
- Counsels students in matters of attendance and tardiness in accordance to the Academy's attendance policy.
- Contacts parents/guardians by phone, mail, and home visits in accordance with the Academy's attendance policy.
- Works closely with staff to identify habitually absent and implement strategies to increase student attendance.
- Consults with building principals, guidance counselors, Child Study Team members, and parents/guardians regarding the development of interventions for improving daily student attendance and the overall retention rate of the Academy.
- Interprets laws relating to homeless students; and ensures the delivery of mandated services.
- Assesses students identified as homeless and makes visits to living areas/shelters to assess the family environment.
- Collaborates with school staff to develop interventions for students identified as homeless and develops individualized service plans.
- Implements case management services (including individual counseling); monitors student/family progress and status; and makes referrals to other professional staff members or community agencies as needed.
- Serves as a liaison between schools and such agencies/facilities as homeless shelters, social services, court services, and the police department to coordinate assistance for homeless students.

- Provides families with information related to the needs of their child and acts as a resource to parents/guardians by providing family support activities and communicating available services.
- Acts as a resource to school-based administrators, guidance counselors, teachers, and health services personnel regarding homeless students, interpretation of homeless/school attendance policies and laws, and record-keeping requirements.
- Conducts training to school staff on school laws as it relates to the homeless student population; and recommends strategies for supporting the needs of these students.
- Maintains necessary records ensuring confidentiality of students and their families and prepares related reports.
- Participates in appropriate in-service and workshop programs and attend all required meetings.
- Acts in accordance to the directives and assignments given by the Principal.

Essential Skills and Abilities

- Ability to understand the awareness of and sensitivity to the needs of homeless and at-risk youth that Covenant House Academy serves
- Familiarity with school district resources, services and community agencies
- Knowledge of accepted and effective techniques for working with at risk youth with diverse family dynamics
- An aptitude and working knowledge of computer courseware and hardware
- Ability to impact student retention through mentoring, motivation, and monitoring practices

Qualifications

- Bachelor’s Degree in related field
- Hold and maintain a valid driver’s license and have a reliable vehicle for transportation
- Excellent oral and written communication skills
- Effective organizational skills with the ability to multitask
- Satisfactory completion of criminal history check

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Signature

Date



Position: Title I Paraprofessional

Reports to: Principal

General Description: Under the direct supervision of a certified teacher, provides instructional support services for assigned students who have been identified as needing improvement in accordance with state and federal guidelines. This is a grant-funded position, employment continuation is directly dependent upon funds availability and job performance.

Primary Responsibilities

- Understands, accepts, and abides by the Covenant House Academy philosophy and mission statement in all his/her school activities.
- Administers reading and math tests to identify the level of student achievement.
- Works with the teacher to determine the instructional needs of each Title I student.
- Provides one-on-one and small group tutoring in reading and math.
- Maintains student files as required by the needs of federal, state, and local guidelines to track student progress.
- Assists the Title I Coordinator with gathering a variety of data that is needed for reporting to state and/or federal agencies.
- Designs tutoring schedule for working with qualified Title I students.
- Attends in-service professional development, building and district meetings.
- Communicates with parents and families as directed by the teacher or administrator.
- Promotes high levels of achievement in relation to individual abilities.
- Communicates goals and academic expectations to students.
- Maintains confidentiality concerning all student information and any professional matters.
- Works in a professional and cooperative manner with others to achieve duties and responsibilities.
- Assists with the planning of activities for Title I Parent Involvement.

Essential Skills and Abilities

- Ability to understand the awareness of and sensitivity to the needs of homeless and at-risk youth that Covenant House Academy serves
- Familiarity with Title I laws, regulations, and compliance requirements
- Ability to reinforce the teacher's effect in the classroom
- An aptitude and working knowledge of computer courseware and hardware
- Ability to impact student achievement through mentoring, motivation, and monitoring practices

Qualifications

- Associate's Degree, Bachelor's Degree Preferred
- Meets No Child Left Behind Highly Qualified requirements
- 3 years minimum experience working with at-risk youth
- Excellent oral and written communication skills
- Effective organizational skills with the ability to multitask
- Satisfactory completion of criminal history check

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SCHEDULE 7-4

METHODS OF ACCOUNTABILITY AND PUPIL ASSESSMENT

SCHEDULE 7-4

Grand Valley State University shall evaluate the success of the Academy by considering multiple areas of performance. Criteria that the Grand Valley State University Charter Schools Office will use in its evaluation shall include, but not be limited to, the performance of the Academy in the areas of student performance, board governance, organizational performance, compliance reporting, facility conditions, fiscal strength and reporting and other pertinent performance data, as required by federal and state law, the authorizing contract, or desired by the authorizer for review.

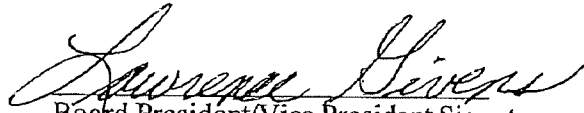
Included in this evaluation shall be the requirements of Article VI Section 6.5 of the authorizing agreement, which states:

Section 6.5. Methods of Accountability. In addition to those set forth in this Section 6.5, the Academy shall evaluate its pupils' work based on the assessment strategies identified in the Schedules. To the extent applicable, the pupil performance of the Academy shall be assessed using at least the approved state standardized assessment designated under the Code. The Academy shall provide the University 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 University Charter Schools Office;
- b) an assessment of the Academy's student performance at the end of each academic school year or at such other times as the University Board may reasonably request;
- c) an annual education report in accordance with the Code;
- d) an annually administered nationally recognized norm-referenced achievement test for the Academy's grade configuration, or a program of testing approved by the University Charter Schools Office Director; and
- e) all tests required under Applicable Law.

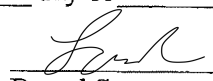
The University Board may use such reports, assessments and test results in making its decision to revoke, terminate, or not issue a new contract at the end of the Contract.

Date: 6/9/20


Board President/Vice President Signature

Secretary's Certification:

I certify that the foregoing resolution was duly adopted by the _____ Detroit _____ Board of Directors at a properly noticed open meeting held on the 9th day of June _____, 201_____, at which a quorum was present.
2020


Board Secretary

SCHEDULE 7-5

ACADEMY'S ADMISSION POLICIES AND CRITERIA

ADMISSION OF STUDENTS

Reference: MCL 380.502, 388.1606

Students who reside in Michigan, regardless of their citizenship or immigration status may enroll in the School as provided by law. Because space is limited, each student must enroll each year. The Board shall meaningfully communicate material information about enrollment requirements and procedures with parents, including parents who have limited proficiency in English. Access to information regarding enrollment requirements and procedures shall be available on the School's web site. Preferences will be in writing and given to:

- A. pupils who were enrolled in the School in the immediately preceding school year;
- B. siblings of enrolled students;
- C. children of a person who is employed by or at the School or who is on the Board of Directors of the School.

When maximum enrollment for a grade has been reached, applicants shall be placed on a waiting list and admitted on the basis of a lottery system.

The Educational Service Provider shall develop Administrative Procedures for the proper implementation of this policy.

Adopted 7/22/13
Revised 11/01/16; 11/13/18

HOMELESS STUDENTS

References: 42 U.S.C. 11431 et seq. (McKinney - Vento Homeless Act)

Definitions

Children who are identified as meeting the Federal definition of "homeless" will be provided a free appropriate public education (FAPE) in the same manner as all other students of the School. To that end, homeless students will not be stigmatized or segregated on the basis of their status as homeless. The School shall establish safeguards that protect homeless students from discrimination on the basis of their homelessness. The School shall regularly review and revise its policies, including school discipline policies that may impact homeless students, including those who may be a member of any of the Protected Classes (Policy 2260).

Homeless children and youth are defined as individuals who lack a fixed, regular, and adequate nighttime residence, and include children and youth who meet any of the following criteria:

- A. share the housing of other persons due to loss of housing, economic hardship, or similar reason
- B. live in motels, hotels, trailer parks, or camping grounds due to a lack of alternative adequate accommodations
- C. live in emergency or transitional shelters
- D. are abandoned in hospitals
- E. have a primary night time residence that is a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings, or
- F. live in a car, park, public space, abandoned building, substandard housing¹, bus or train station, or similar setting

Pursuant to the McKinney-Vento Act, an unaccompanied youth includes a homeless child or youth not in the physical custody of a parent or guardian.

Services to Homeless Children and Youth

The School will provide services to homeless students that are comparable to other students in the School, including:

- A. transportation services;

¹ According to nonregulatory guidance from the U.S. Department of Education (ED), standards for adequate housing may vary by locality. Please see ED guidance for factors to consider when determining whether a child or youth is living in "substandard housing."

Education for Homeless Children and Youth Programs, Non-Regulatory Guidance, U.S. Department of Education (ED), Title VII-B of the McKinney-Vento Homeless Assistance Act, as amended by the Every Student Succeeds Act, at A-3 (July 27, 2016).

- B. public preschool programs and other educational programs and services for which the homeless student meets eligibility criteria including:
1. programs for children with disabilities;
 2. programs for English Learners (ELs) (i.e., students with Limited English Proficiency (LEP));
 3. programs in career and technical education;
 4. programs for gifted and talented students;
 5. school nutrition programs; and
 6. before - and after-school programs.

The Board will appoint a Liaison for Homeless Children who will perform the duties as assigned by the Educational Service Provider. Additionally, the Liaison will coordinate and collaborate with the State Coordinator for the Education of Homeless Children and Youth as well as with community and school personnel responsible for the provision of education and related services to homeless children and youths. For more information on the role of the Liaison, refer to AG 5111.01.

School Stability

Maintaining a stable school environment is crucial to a homeless student's success in school. To ensure stability, the School must make school placement determinations based on the "best interest" of the homeless child or youth based on student-centered factors. The School must:

- A. continue the student's education in the school of origin for the duration of homelessness when a family becomes homeless between academic years or during an academic year; and for the remainder of the academic year even if the child or youth becomes permanently housed during an academic year; or
- B. enroll the student in any public school that non-homeless students who live in the attendance area in which the child or youth is actually living are eligible to attend.

When determining a child or youth's best interest, the School must assume that keeping the homeless student in the school of origin is in that student's best interest, except when doing so is contrary to the request of the student's parent or guardian, or the student if he or she is an unaccompanied youth. The school of origin is the school the student attended or enrolled in when permanently housed, including a public preschool. The school of origin also includes the designated receiving school at the next level for feeder school patterns, when the student completes the final grade level at the school of origin.

When determining the student's best interest, the School must also consider student-centered factors, including the impact of mobility on achievement, education, health, and safety of homeless students and give priority to the request of the student's parent or guardian, or youth (if an unaccompanied youth). The School also considers the school placement of siblings when making this determination.

If the School finds that it is not in the student's best interest to attend the school of origin or the school requested by the parent or guardian, or unaccompanied youth, the School must provide the individual with a written explanation and reason for the determination in a manner and form understandable to the parent, guardian or unaccompanied youth. This written explanation will include appeal rights and be provided in a timely manner.

Immediate Enrollment

The School has an obligation to remove barriers to the enrollment and retention of homeless students. A school chosen on the basis of a best interest determination must immediately enroll the homeless student, even if the student does not have the documentation typically necessary for enrollment, such as immunization and other required health records, proof of residency, proof of guardianship, birth certificate or previous academic records. The homeless student must also be enrolled immediately regardless of whether the student missed application or enrollment deadlines during the period of homelessness or has outstanding fines or fees.

The enrolling school must immediately contact the school last attended by the homeless student to obtain relevant academic or other records. If the student needs immunization or other health records, the enrolling school must immediately refer the parent, guardian or unaccompanied youth to the local liaison, who will help obtain the immunizations, screenings or other required health records. Records usually maintained by the school must be kept so that they are available in a timely fashion if the child enters a new school or School. These records include immunization or other required health records, academic records, birth certificates, guardianship records, and evaluations for special services or programs. Procedures for inter-State records transfer between schools should be taken into account in order to facilitate immediate enrollment.

In addition, the School will also make sure that, once identified for services, the homeless student is attending classes and not facing barriers to accessing academic and extracurricular activities, including magnet school, summer school, career and technical education, advanced placement, online learning, and charter school programs (if available). Additionally, the School should consider giving homeless children and youth's priority if there is a waitlist for these schools, programs, and activities.

Transportation

The School provides homeless students with transportation services that are comparable to those available to non-homeless students. The School also provides or arranges for transportation to and from the school of origin at the parent or guardian's request, or the liaison's request in the case of an unaccompanied youth. Transportation is arranged promptly to allow for immediate enrollment and will not create barriers to a homeless student's attendance, retention, and success. The following procedures also apply subject to a determination of the student's best interest:

- A. If the homeless student moves but continues to live within the area covered by the School's charter, the School is considered the school of origin and the school of residence and, therefore, transportation will be provided or arranged for the student's transportation to or from the school of origin by the Academy.
- B. If the homeless student moves to an area outside of the School's charter, though continuing his/her education at the school of origin, the School and the public school district in which the student resides must agree upon a

method to apportion responsibility and costs for transportation to the school of origin. If the School and the public school district cannot agree upon such a method, the responsibility and costs will be shared equally.

- C. When the student obtains permanent housing, transportation shall be provided to and from the school of origin until the end of the school year.

The School determines the mode of transportation in consultation with the parent or guardian and based on the best interest of the student.

In accordance with Federal law, the above transportation requirements still apply during the resolution of any dispute. The School will work with the State to resolve transportation disputes with other Academies. If the disputing School is in another State, the School will turn to the State for assistance as Federal guidance says that both States should try to arrange an agreement for the Academies.

Dispute Resolution

Homeless families and youths have the right to challenge placement and enrollment decisions. If a dispute arises between a school and a parent, guardian or unaccompanied youth regarding eligibility, school selection, or enrollment of a homeless student, the School must follow its dispute resolution procedures, consistent with the State's procedures. If such a dispute occurs, the School will immediately enroll the homeless student in the school in which enrollment is sought pending final resolution of the dispute, including all appeals. The student will receive all services for which they are eligible until all disputes and appeals are resolved.

Pursuant to State, School and Board of Directors policies, the School will provide the parent, guardian or unaccompanied youth with a written explanation of all decisions regarding school selection and enrollment made by the School or State, along with a written explanation of appeal rights.

The School's notice and written explanation about the reason for its decision will include, at a minimum, an explanation of how the school reached its decision regarding eligibility, school selection, or enrollment, including 1) a description of the proposed or refused action by the school, 2) an explanation of why the action is proposed or refused, 3) a description of other options the school considered and why those options were rejected, 4) a description of any other relevant factors to the school's decision and information related to the eligibility or best interest determination such as the facts, witnesses, and evidence relied upon and their sources, and 5) an appropriate timeline to ensure deadlines are not missed. The School must also include contact information for the Liaison and the State Coordinator, and a brief description of their roles. The School will also refer the parent, guardian or unaccompanied youth to the Liaison, who will carry out the dispute resolution process.

The School ensures that all decisions and notices are drafted in a language and format appropriate for low-literacy, limited vision readers, and individuals with disabilities. For children and youth and/or parents or guardians who are English learners or whose dominant language is not English, the School will provide translation and interpretation services in connection with all phases of the dispute resolution process pursuant to federal laws. The School will also provide electronic notices via email if the parent, guardian or unaccompanied youth has access to email followed by a written notice provided in person or sent by mail.

Homeless Children in Preschool

Homeless preschool-aged children and their families shall be provided equal access to the educational services for which they are eligible, including preschool programs, including Head Start programs, administered by the School. Additionally, the homeless child must remain in the public preschool of origin, unless a determination is made that it is not in the child's best interest. When making such a decision on the student's best interest, the School takes into account the same factors as it does for any student, regardless of age. It also considers pre-school age specific factors, such as 1) the child's attachment to preschool teachers and staff; 2) the impact of school climate on the child, including school safety; the quality and availability of services to meet the child's needs, including health, developmental, and social-emotional needs; and 3) travel time to and from school.

The School must also provide transportation services to the school of origin for a homeless child attending preschool. It is the School's responsibility to provide the child with transportation to the school of origin even if the homeless preschooler who is enrolled in a public preschool in the School moves to another School that does not provide widely available or universal preschool.

Public Notice

In addition to notifying the parent or guardian of the homeless student or the unaccompanied youth of the applicable rights described above, the School shall post public notice of educational rights of children and youth experiencing homelessness in each school. In addition, the School shall post public notice of the McKinney-Vento rights in places that homeless populations frequent, such as shelters, soup kitchens, and libraries in a manner and form understandable to the parents and guardians and unaccompanied youths.

Records

The local liaison will assist the homeless students and their parent(s) or guardian(s) or unaccompanied homeless students in their efforts to provide documentation to meet State and local requirements for entry into school.

All records for homeless students shall be maintained, subject to the protections of the Family Educational Rights and Privacy Act (FERPA) and Policy 8330, and in such a manner so that they are available in a timely fashion and can be transferred promptly to the appropriate parties, as required. Pursuant to the McKinney-Vento Act, information regarding a homeless student's living situation is not considered directory information and must be provided the same protections as other non-directory personally identifiable information (PII) contained in student education records under FERPA. The School shall incorporate practices to protect student privacy as described in AG 5111.01, AG 8330, and in accordance with the provisions of the Violence Against Women Act (VAWA) and the Family Violence Prevention and Services Act (FVPSA).

No Board policy, administrative procedure, or practice will be interpreted or applied in such a way as to inhibit the enrollment, attendance, or school success of homeless children.

Adopted 7/22/13
Revised 9/19/17; 5/8/17

EDUCATIONAL OPPORTUNITY FOR MILITARY CHILDREN

Reference: Interstate Compact on Educational Opportunity for Military Children
MCL 3.1041

Children of an active duty member of the United States armed services shall be entitled to all of the rights and protections afforded under the Interstate Compact on Educational Opportunity for Military Children (Compact).

The intent of this policy is to minimize the potential challenges to educational success for children of military families because of frequent moves and deployment of their parents by:

- A. facilitating the timely enrollment and placement of children of military families in educational and other school programs and activities;
- B. facilitating the on-time graduation of children of military families; and
- C. providing for the uniform collection and sharing of information between and among schools and military families.

The Educational Service Provider shall maintain guidelines for implementation of this policy which are consistent with the Compact and State law.

The guidelines shall apply to children of military families within the state as well as between member states.

Adopted 7/22/13

CHILDREN AND YOUTH IN FOSTER CARE

References: 45 C.F.R. 1355.20

The Board of Directors recognizes the importance of educational stability for children and youth in foster care. Further, the Board recognizes these children and youth as a vulnerable subgroup of students in need of safeguards and supports in order to facilitate a successful transition through elementary and secondary education and into college and/or careers. To that end, the School will collaborate with the Michigan Department of Education (MDE), other School's, and the appropriate child welfare agencies to provide educational stability for children and youth in foster care.

Definitions

Children who meet the Federal definition of "in foster care" will be provided a free appropriate public education (FAPE) in the same manner as all other students of the School. To that end, students in foster care will not be stigmatized or segregated on the basis of their status. The School shall establish safeguards that protect foster care students from discrimination on the basis of their foster care status or other of the recognized Protected Classes (Policy 2260). The School shall regularly review and revise its policies, including academy discipline policies that may impact students in foster care.

Consistent with the Fostering Connections Act, "foster care" means 24-hour substitute care for children placed away from their parents or guardians and for whom the child welfare agency has placement and care responsibility. This includes, but is not limited to, placements in:

- A. foster family homes;
- B. foster homes of relatives;
- C. group homes;
- D. emergency shelters;
- E. residential facilities;
- F. child care institutions; and
- G. preadoptive homes.

A child is in foster care in accordance with this definition regardless of whether the foster care facility is licensed and payments are made by the State, tribal or local agency for the care of the child, whether adoption subsidy payments are being made prior to the finalization of an adoption, or whether there is Federal matching of any payments that are made. (45 C.F.R. 1355.20 (a)).

School Stability

The School shall remove barriers to the enrollment and retention of children and youth in foster care in the School. Foster care students shall be enrolled immediately, even if they do not have the necessary enrollment documentation such as immunization and health records, proof of residency or guardianship, birth certificate, academy records, and other documentation.

The School shall meet the Title I requirements for educational stability for children and youth in foster care, including those awaiting foster care placement. The School shall identify which students are in foster care and shall collaborate with State and tribal child welfare agencies to provide educational stability for these children and youth. School staff will work closely with child welfare agency personnel to develop and implement processes and procedures that include these enrollment safeguards:

- A. a child/youth in foster care shall remain in his/her academy of origin, unless it is determined that remaining in the academy of origin is not in that child's best interest;
- B. if it is not in the child's best interest to stay in his/her academy of origin, the child shall be immediately enrolled in the determined new academy even if the child is unable to produce records normally required for enrollment; and
- C. the new (enrolling) academy shall immediately contact the academy of origin to obtain relevant academic and other records, including the student's Individualized Education Program (IEP) if applicable. (ESEA Section 1111(g)(1)(E)(i)-(iii)).

School of Origin

The School of origin is the academy in which a student is enrolled at the time of placement in foster care. If a student's foster care placement changes, the academy of origin would then be considered the academy in which the child is enrolled at the time of the placement change. A student in foster care shall remain in his/her academy of origin, if it is determined to be in the student's best interest, for the duration of the student's placement in foster care.

When a student exits foster care, the School will continue to prioritize the student's educational stability in determining placement, supports, and services deemed to be in the child's best interests.

A student who has exited foster care shall be permitted to remain in the academy of origin until the end of the academy year.

Best Interest Determination

In making the best interest determination, the School will follow the guidelines established by MDE and the State or tribal custodial agencies. The School shall utilize the prescribed process in conjunction with local custodial agencies in making best interest determinations, and shall make such determination within five (5) academy days of the child's placement in foster care or change in child's living arrangement. Once a determination is made the School shall provide the decision in writing to all relevant parties, in collaboration with the appropriate

custodial agency. When making decisions regarding educational placement of students with disabilities under IDEA and Section 504, the School shall provide all required special educational and related services and supports provided in the least restrictive placement where the child's unique needs, as described in the student's IEP or Section 504 plan, can be met.

If there is a dispute regarding whether the educational placement of a child in foster care is in the best interest of that child, the dispute resolution process established by the Michigan Department of Education (MDE) shall be used.

The School's representatives shall collaborate fully in this process, considering relevant information regarding academic programming and related service needs of the child, and advocating for what the School believes is in the best interest of the child.

To the extent feasible and appropriate, the child will remain in his/her academy of origin while disputes are being resolved in order to minimize disruption and reduce the possible number of moves between academies. (ESEA Section 1111(g)(1)(E)(i)).

Since the custodial agency holds ultimate legal responsibility for making the best interest determination for the foster child in their care, if the dispute cannot be resolved, the custodial agency will make the final determination. Such final determination will be made within five (5) academy days of the child's placement in foster care or change in the child's living arrangement.

All notifications and reports regarding foster care placement, changes in academy enrollment, transportation services, and changes in the child's living arrangements shall be provided to the affected parties, in writing, in accordance with the forms, procedures, and requirements of the MDE and the State or tribal custodial agencies.

Local Point of Contact

The Educational Service Provider shall designate and make public a local point of contact who will perform the duties as assigned by the Educational Service Provider. The point of contact shall serve as a liaison to coordinate with child protection agencies, lead the development of a process for making the best determination for a student, facilitate the transfer of records, and oversee the enrollment and regular academy attendance of students in foster care.

Records

The School shall provide privacy protections for children and families and shall facilitate appropriate data-sharing pertaining to children in foster care between child welfare and educational agencies, in accordance with the Family Educational Rights and Privacy Act (FERPA) and Policy 8330 – Student Records.

Services to Children and Youth in Foster Care

Foster care children and their families shall be provided equal access to the educational services for which they are eligible comparable to other students in the School including:

- A. educational services for which the student in foster care meets eligibility

criteria including services provided under Title I of the Elementary and Secondary Education Act or similar State and local programs, educational programs for children with disabilities, and educational programs for students with limited English proficiency;

- B. preschool programs;
- C. programs in vocational and technical education;
- D. programs for gifted and talented students;
- E. academy nutrition programs; and
- F. before - and after-academy programs.

Transportation Services

The School must ensure that transportation is provided for children in foster care consistent with the procedures developed by the School in collaboration with the State or local child welfare agency. These requirements apply whether or not the LEA already provides transportation for children who are not in foster care.

In order for a student in foster care in his/her academy of origin, when in his/her best interest, transportation services shall be provided, arranged, and funded for the duration of the child's placement in foster care. The School's transportation services will provide that:

- A. Children in foster care needing transportation to their academies of origin will promptly receive that transportation in a cost effective manner and in accordance with Section 475(4)(A) of the Social Security Act; and
- B. If there are additional costs incurred in providing transportation to the academy of origin, the School shall provide such transportation if 1) the local child welfare agency agrees to reimburse the School for the cost of such transportation; 2) the School agrees to pay for the cost; or 3) the School and the local child welfare agency agree to share the cost. (ESEA 1112(c)(5)(B)).

Additional costs incurred in providing transportation to the academy of origin should reflect the difference between what the School would otherwise spend to transport a student to his/her assigned academy and the cost of transporting the foster care student to the academy of origin. The School will collaborate with the State Education Agency (SEA), other LEAs, and child welfare agencies to pursue possible funding sources and arrangements to deal with transportation costs.

Since foster care placements may occur across School, county, or State boundary lines, coordination among multiple agencies may be necessary. The School will work with appropriate State and local agencies to address such placement and transportation issues that arise. The School shall provide or arrange for adequate and appropriate transportation to and from the academy of origin while any disputes are being resolved.

No Board policy, administrative procedure, or practice will be interpreted or applied in such a way as to inhibit the enrollment, attendance, or academy success of children and youth in foster care.

Adopted 9/19/17

ANTI-DISCRIMINATION

Reference: M.C.L. 37.2101 et seq., 37.1101 et seq.
Fourteenth Amendment, U.S. Constitution
20 U.S.C. Section 1681, Title IX of Education Amendment Act
20 U.S.C. Section 1701 et seq., Equal Educational Opportunities Act of 1974
20 U.S.C. Section 7905, Boy Scouts of America Equal Access Act
42 U.S.C. 6101 et seq., Age Discrimination Act of 1975
42 U.S.C. 12101 et seq., The Americans with Disabilities Act of 1990, as amended
34 C.F.R. Part 110 (7/27/93)
42 U.S.C. 2000ff et seq., The Genetic Information Nondiscrimination Act
42 U.S.C. 2000e et seq., Civil Rights Act of 1964
29 U.S.C. 701 et seq., Rehabilitation Act of 1973 as amended
29 C.F.R. Part 1635

The School shall not discriminate in its policies, practices, procedures, or activities on the basis of race, color, national origin, sex (including sexual orientation and transgender identity), disability/handicap, age, religion, marital/parental/ family status, military status, ancestry, or genetic information and shall comply with all applicable law with respect to equitable treatment of students, employees, and applicants for employment opportunities.

The School shall ensure equivalence among buildings within the School in teachers, administrators, and other staff, as well as in the provision of curriculum materials and instructional supplies.

In addition, the School shall not do any of the following:

- A. Discriminate against an individual in the full utilization of or benefit from the School, or the services, activities, or programs provided by the School because of religion, race, color, national origin, or sex.
- B. Print or publish or cause to be printed or published a catalog, notice, or advertisement indicating a preference, limitation, specification, or discrimination based on the religion, race, color, national origin, or sex of an applicant for admission to the School.
- C. Announce or follow a policy of denial or limitation through a quota or otherwise of educational opportunities of a group or its members because of religion, race, color, national origin, or sex.

Written or unwritten employment policies and practices involving matters such as the commencement and duration of leave, the availability of extensions, the accrual of seniority and other benefits and privileges, reinstatement, and payment under any health or disability insurance or sick leave plan, formal or informal, shall be applied to disability due to pregnancy, childbirth, or related medical conditions on the same terms and conditions as they are applied to other disabilities.

School Compliance Officers

The Board designates the following individuals to serve as the School's "Compliance Officers" (also known as "Civil Rights Coordinators") (hereinafter referred to as the "COs")

Male/Female Coordinator
2959 Martin Luther King Blvd.
Detroit, MI 48208
(313) 463-2007

The names, titles, and contact information of these individuals will be published annually in the staff handbook and on the School's Website.

The COs are responsible for coordinating the School's efforts to comply with applicable Federal and State laws and regulations, including the School's duty to address in a prompt and equitable manner any inquiries or complaints regarding discrimination, retaliation or denial of equal access. The COs shall also verify that proper notice of Title II of the Americans with Disabilities Act (as amended), Title VI and Title VII of the Civil Rights Act of 1964, Title IX of the Education Amendment Act of 1972, and Section 504 of the Rehabilitation Act of 1973 (as amended), and the Age Discrimination in Employment Act of 1975 is provided to staff members, and the general public. A copy of each of the Acts and regulations on which this notice is based may be found in the CO's office.

Prior to the beginning of each school year, the School shall announce its policy of non-discrimination to students, parents, employees, and the general public, together with a summary of the School's program offerings and admissions criteria and contact information for the person designated to coordinate compliance activities.

The compliance officer shall also verify that the School's policy of non-discrimination is stated in all announcements, bulletins, catalogs, or application forms. All School personnel shall adhere to such policies.

Reports and Complaints of Unlawful Discrimination and Retaliation

Employees are encouraged to promptly report incidents of unlawful discrimination and/or retaliation to an administrator, supervisor, or other School Official so that the Board may address the conduct. Any administrator, supervisor, or other School employee or official who receives such a complaint shall file it with the CO within two (2) business days.

Employees who believe they have been unlawfully discriminated/retaliated against are entitled to utilize the complaint process set forth below. Initiating a complaint, whether formally or informally, will not adversely affect the complaining individual's employment. While there are no time limits for initiating complaints under this policy, individuals should make every effort to file a complaint as soon as possible after the conduct occurs while the facts are known and potential witnesses are available.

The COs will be available during regular school/work hours to discuss concerns related to unlawful discrimination/retaliation. COs shall accept complaints of unlawful discrimination/retaliation directly from any member of the School community or a visitor to the School, or receive complaints that are initially filed with a school building administrator. Upon receipt of a complaint, either directly or through a school building administrator, a CO will begin either an informal or formal process (depending on the request of the person alleging the discrimination/retaliation or the nature of the alleged discrimination/retaliation), or the CO will designate a specific individual to conduct such a process. The CO will provide a copy of this policy to any person who files a complaint. In the case of a formal complaint, the CO will prepare recommendations for the Educational Service Provider or oversee the preparation of such recommendations by a designee.

Any Board employee who directly observes unlawful discrimination/retaliation is obligated, in accordance with this policy, to report such observations to one of the COs within two (2) business days. Additionally, any Board employee who observes an act of unlawful discrimination/retaliation is expected to intervene to stop the misconduct, unless circumstances make such an intervention dangerous, in which case the staff member should immediately notify other Board employees and/or local law enforcement officials, as necessary, to stop the misconduct. Thereafter, the CO or designee must contact the employee within two (2) business days to advise him/her of the Board's intent to investigate the alleged wrongdoing.

Investigation and Complaint Procedure (See Form 3122 F2)

Any employee who believes that s/he has been subjected to unlawful discrimination or retaliation may seek resolution of his/her complaint through the procedures described below. The formal complaint procedures involve an investigation of the individual's claims and a process for rendering a decision regarding whether the charges are substantiated.

Due to the sensitivity surrounding complaints of unlawful discrimination or retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs. Once the formal complaint process is begun, the investigation will be completed in a timely manner (ordinarily, within fifteen (15) business days of the complaint being received).

The procedures set forth below are not intended to interfere with the rights of any individual to pursue a complaint of unlawful discrimination or retaliation with the United States Department of Education Office for Civil Rights or Equal Employment Opportunity Commission ("EEOC").

Informal Complaint Procedure

The goal of the informal complaint procedure is to quickly stop inappropriate behavior and facilitate resolution through an informal means, if possible. The informal complaint procedure is provided as a less formal option for an employee who believes s/he has been unlawfully discriminated or retaliated against. This informal procedure is not required as a precursor to the filing of a formal complaint. The informal process is only available if the parties (the alleged target of the discrimination/retaliation and individual(s) alleged to have engaged in the discrimination) agree to participate in it.

Employees who believe that they have been unlawfully discriminated/ retaliated against may proceed immediately to the formal complaint process and individuals who seek resolution through the informal procedure may request that the informal process be terminated at any time to move to the formal complaint process.

All complaints involving a School employee or any other adult member of the School District community against a student will be formally investigated.

As an initial course of action, if an individual feels that s/he is being unlawfully discriminated/retaliated against and s/he is able and feels safe doing so, the individual should tell or otherwise inform the person who engaged in the allegedly discriminatory/retaliatory conduct that it is inappropriate and must stop. The complaining individual should address the alleged misconduct as soon after it occurs as possible. The COs are available to support and counsel individuals when taking this initial step or to intervene on behalf of the individual if requested to do so. An individual who is uncomfortable or unwilling to inform the person who allegedly engaged in the unlawful misconduct of his/her concerns is not prohibited from otherwise filing an informal or a formal complaint. In addition, with regard to certain types of unlawful discrimination, such as sexual discrimination, the CO may advise against the use of the informal complaint process.

An individual who believes s/he has been unlawfully discriminated/retaliated against may make an informal complaint, either orally or in writing: (1) to a building administrator; (2) directly to one of the COs; and/or (3) to the Educational Service Provider or other School employee.

All informal complaints must be reported to one of the COs who will either facilitate an informal resolution as described below, or appoint another individual to facilitate an informal resolution.

The School's informal complaint procedure is designed to provide employees who believe they are being unlawfully discriminated/retaliated against with a range of options aimed at bringing about a prompt resolution of their concerns. Depending upon the nature of the complaint and the wishes of the individual claiming unlawful discrimination/retaliation, informal resolution may involve, but not be limited to, one or more of the following:

- A. Advising the individual about how to communicate his/her concern to the person who allegedly engaged in the discriminatory/retaliatory behavior.
- B. Distributing a copy of Policy 3122 – Non-Discrimination as a reminder to the individuals in the school building or office where the individual whose behavior is being questioned works.
- C. If both parties agree, the CO may arrange and facilitate a meeting between the individual claiming discrimination/retaliation and the individual accused of engaging in the misconduct to work out a mutual resolution.

While there are no set time limits within which an informal complaint must be resolved, the CO or designee will exercise his/her authority to attempt to resolve all informal complaints within fifteen (15) business days of receiving the informal complaint. Parties who are dissatisfied with the results of the informal complaint process may proceed to file a formal complaint. And, as stated above, parties may request that the informal process be terminated at any time to move to the formal complaint process.

Formal Complaint Procedure

If a complaint is not resolved through the informal complaint process, if one of the parties requested that the informal complaint process be terminated to move to the formal complaint process, or if the individual elects to file a formal complaint initially, the formal complaint process shall be implemented.

An individual who believes s/he has been subjected to unlawful discrimination/retaliation (hereinafter referred to as the "Complainant"), may file a formal complaint, either orally or in writing, with a Principal, the CO, Educational Service Provider, or other School employee. Due to the sensitivity surrounding complaints of unlawful discrimination and retaliation, timelines are flexible for initiating the complaint process; however, individuals should make every effort to file a complaint within thirty (30) calendar days after the conduct occurs. If a Complainant informs a Principal, Educational Service Provider, or other School employee, either orally or in writing, about any complaint of discrimination or retaliation, that employee must report such information to the CO within two (2) business days.

Throughout the course of the process, the CO should keep the parties informed of the status of the investigation and the decision-making process.

All formal complaints must include the following information to the extent it is available: the identity of the individual believed to have engaged in, or to be engaging in, the discriminatory/retaliatory conduct; a detailed description of the facts upon which the complaint is based; a list of potential witnesses; and the resolution sought by the Complainant.

If the Complainant is unwilling or unable to provide a written statement including the information set forth above, the CO shall ask for such details in an oral interview. Thereafter, the CO will prepare a written summary of the oral interview, and the Complainant will be asked to verify the accuracy of the reported charge by signing the document.

Upon receiving a formal complaint, the CO will consider whether any action should be taken in the investigatory phase to protect the Complainant from further discrimination or retaliation, including, but not limited to, a change of work assignment or schedule for the Complainant and/or the person who allegedly engaged in the misconduct. In making such a determination, the CO should consult the Complainant to assess his/her agreement to the proposed action. If the Complainant is unwilling to consent to the proposed change, the CO may still take whatever actions s/he deem appropriate in consultation with the Educational Service Provider.

Within two (2) business days of receiving the complaint, the CO or designee will initiate a formal investigation to determine whether the Complainant has been subjected to unlawful discrimination/retaliation.

Simultaneously, the CO will inform the individual alleged to have engaged in the discriminatory or retaliatory conduct (hereinafter referred to as the "Respondent"), that a complaint has been received. The Respondent will be informed of the nature of the allegations and provided with a copy of any relevant policies and/or administrative guidelines, including Policy 3122 - Non-Discrimination. The Respondent must also be promptly informed of the opportunity to submit a written response to the complaint within five (5) business days.

Although certain cases may require additional time, the CO or a designee will attempt to complete an investigation into the allegations of discrimination/retaliation within fifteen (15) business days after receiving the formal complaint. The investigation will include:

- A. interviews with the Complainant;
- B. interviews with the Respondent;
- C. interviews with any other witnesses who may reasonably be expected to have any information relevant to the allegations;
- D. consideration of any documentation or other information presented by the Complainant, Respondent, or any other witness that is reasonably believed to be relevant to the allegations.

At the conclusion of the investigation, the CO or the designee shall prepare and deliver a written report to the Educational Service Provider that considers whether unlawful discrimination or retaliation has occurred. The report shall summarize the evidence gathered during the investigation and provide recommendations based on the evidence and the definition of unlawful discrimination/retaliation as provided in State and Federal law. The CO's recommendations must be based upon the totality of the circumstances. In determining if discrimination or retaliation occurred, a preponderance of evidence standard will be used.

Absent extenuating circumstances, within five (5) business days after receiving the report of the CO or the designee, the Educational Service Provider must either issue a final decision regarding whether the charges have been substantiated or request further investigation. A copy of the Educational Service Provider's final decision will be delivered to both the Complainant and the Respondent.

If the Educational Service Provider requests additional investigation, the Educational Service Provider must specify the additional information that is to be gathered, and such additional investigation must be completed within five (5) business days. At the conclusion of the additional investigation, the Educational Service Provider must issue a final written decision as described above.

If the Educational Service Provider determines the Complainant was subjected to unlawful discrimination/retaliation, she/he must identify what corrective action will be taken to stop, remedy, and prevent the recurrence of the discrimination/retaliation.

The corrective action should be reasonable, timely, age-appropriate and effective, and tailored to the specific situation.

The decision of the Educational Service Provider shall be final.

The Board reserves the right to investigate and resolve a complaint or report of unlawful discrimination/retaliation regardless of whether the employee alleging the misconduct pursues the complaint. The Board also reserves the right to have the formal complaint investigation conducted by an external person in accordance with this policy or in such other manner as deemed appropriate by the Board or its designee.

The right of a person to a prompt and equitable resolution of the complaint shall not be impaired by the person's pursuit of other remedies such as the filing of a complaint with the Office for Civil Rights or the filing of a court case. Use of this internal complaint procedure is not a prerequisite to the pursuit of other remedies.

Privacy/Confidentiality

The School will employ all reasonable efforts to protect the rights of the Complainant, the Respondent(s), and the witnesses as much as possible, consistent with the Board's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under the terms of this policy shall be maintained as confidential to the extent permitted by law. Complete confidentiality, however, cannot be guaranteed; for example, all Complainants proceeding through the formal investigation process will be advised that their identities may be disclosed to the Respondent(s).

During the course of a formal investigation, the CO or designee will instruct each person who is interviewed about the importance of maintaining confidentiality. Any individual who is interviewed as part of an investigation is expected, unless required by law, not to disclose to third parties any information that s/he learns and/or provides during the course of the investigation.

Sanctions and Monitoring

The Board shall enforce its prohibitions against unlawful discrimination by taking appropriate action reasonably calculated to stop and prevent further misconduct. While observing the principles of due process, a violation of this policy may result in disciplinary action up to and including the discharge of an employee. All disciplinary action will be taken in accordance with applicable law. When imposing discipline, the Educational Service Provider shall consider the totality of the circumstances involved in the matter. In those cases where unlawful discrimination/retaliation is not substantiated, the Board may consider whether the alleged conduct nevertheless warrants discipline in accordance with other Board policies.

Where the Board becomes aware that a prior remedial action has been taken against an employee, all subsequent sanctions imposed by the Board and/or Educational Service Provider shall be reasonably calculated to end such conduct, prevent its recurrence, and remedy its effect.

Retaliation

Retaliation against a person who makes a report or files a complaint alleging unlawful discrimination/retaliation, or who participates as a witness in an investigation is prohibited. Specifically, the Board will not retaliate against, coerce, intimidate, threaten or interfere with any individual because the person opposed any act or practice made unlawful by any Federal or State civil rights law, or because that individual made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under those laws, or because that individual exercised, enjoyed, aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by those laws.

Education and Training

In support of this policy, the Board promotes preventative educational measures to create greater awareness of unlawful discriminatory practices. The Educational Service Provider or designee shall provide appropriate information to all members of the School community related to the implementation of this policy and shall provide training for School students and staff where appropriate. All training, as well as all information provided regarding the Board's policy and discrimination in general, will be age and content appropriate.

Retention of Investigatory Records and Materials

All individuals charged with conducting investigations under this policy shall retain all documents, electronically stored information ("ESI"), and electronic media (as defined in Policy 8315) created and/or received as part of an investigation, which may include but not be limited to:

- A. all written reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
- B. any narratives that memorialize oral reports/allegations/complaints/grievances/statements/responses pertaining to an alleged violation of this policy;
- C. any documentation that memorializes the actions taken by School personnel related to the investigation and/or the School's response to the alleged violation of this policy;
- D. written witness statements;
- E. narratives, notes from, or audio, video, or digital recordings of witness interviews/statements;
- F. e-mails, texts, or social media posts that directly relate to or constitute evidence pertaining to an alleged violation of this policy (i.e., not after-the-fact commentary about or media coverage of the incident);

- G. notes or summaries prepared contemporaneously by the investigator in whatever form made (e.g., handwritten, keyed into a computer or tablet, etc.), but not including transitory notes whose content is otherwise memorialized in other documents;
- H. written disciplinary sanctions issued to students or employees and other documentation that memorializes oral disciplinary sanctions issued to students or employees for violations of this policy;
- I. dated written determinations/reports (including summaries of relevant exculpatory and inculpatory evidence) and other documentation that memorializes oral notifications to the parties concerning the outcome of the investigation, including any consequences imposed as a result of a violation of this policy;
- J. documentation of any interim measures offered and/or provided to complainants and/or the alleged perpetrators, including no contact orders issued to both parties, the dates the no contact orders were issued, and the dates the parties acknowledged receipt of the no contact orders;
- K. documentation of all actions taken, both individual and systemic, to stop the discrimination or harassment, prevent its recurrence, eliminate any hostile environment, and remedy its discriminatory effects;
- L. copies of the Board policy and/or procedures/guidelines used by the School to conduct the investigation, and any documents used by the School at the time of the alleged violation to communicate the Board's expectations to students and staff with respect to the subject of this policy (e.g., Student and/or Employee Handbooks or Codes of Conduct);
- M. copies of any documentation that memorializes any formal or informal resolutions to the alleged discrimination or harassment;
- N. documentation of any training provided to School personnel related to this policy, including but not limited to, notification of the prohibitions and expectations of staff set forth in this policy and the role and responsibility of all School personnel involved in enforcing this policy, including their duty to report alleged violations of this policy and/or conducting an investigation of an alleged violation of this policy.

The documents, ESI, and electronic media (as defined in Policy 8315) retained may include public records and records exempt from disclosure under Federal (e.g., The Family Educational Rights and Privacy Act of 1974 (FERPA), Americans with Disabilities Act (ADA) and/or State law – e.g., student records and confidential medical records.

The documents, ESI, and electronic media (as defined in Policy 8315) created or received as part of an investigation shall be retained in accordance with Policy 8310, Policy 8315, Policy 8320, and Policy 8330 for not less than three (3) years, but longer if required by the School's records retention schedule.

Adopted 7/22/13
Revised 10/7/14; 3/12/19

NONDISCRIMINATION BASED ON GENETIC INFORMATION OF THE EMPLOYEE

Reference: 29 C.F.R. Part 1635
42 USC 2000ff et seq., The Genetic Information Nondiscrimination Act of 2008

The Board of Directors prohibits discrimination on the basis of genetic information in all aspects of employment, including hiring, firing, compensation, job assignments, promotions, layoffs, training, or any other terms, conditions, or privileges of employment. The Board also does not limit, segregate, or classify employees in any way that would deprive or tend to deprive them of employment opportunities or otherwise adversely affect the status of an employee as an employee, based on genetic information. Harassment of a person because of his/her genetic information is also prohibited. Likewise, retaliation against an applicant or employee for engaging in protected activity is prohibited.

To the extent prohibited by the Genetic Information Nondiscrimination Act (GINA), the School shall not request, require or purchase genetic information of employees, their family members or applicants for employment. Further, employees are directed not to provide any genetic information, including the individual's family medical history, in response to requests for medical information, except where such requests are permitted by GINA, including, but not limited to, requests for family medical history as part of the certification process for obtaining leave under the Family and Medical Leave Act (FMLA), when an employee is asking for leave to care for an immediate family member with a serious health condition. Applicants for employment are directed not to provide any genetic information, including the individual's family medical history, in response to requests for medical information as part of the School's application process.

The School recognizes that genetic information may be acquired through commercially and publicly available documents like newspapers, books, magazines, periodicals, television shows or the Internet. The School prohibits, however, its employees from searching such sources with the intent of finding genetic information, or accessing sources from which they are likely to acquire genetic information.

"Genetic information," as defined by GINA, means information about: (a) an individual's genetic tests; (b) the genetic tests of that individual's family members; (c) the manifestation of disease or disorder in family members of the individual (i.e., family medical history); (d) an individual's request for, or receipt of, genetic services, or the participation in clinical research that includes genetic services by the individual or a family member of the individual; or (e) the genetic information of a fetus carried by an individual or a pregnant woman who is a family member of the individual and the genetic information of an embryo legally held by an individual or family member using assistive reproductive technology.

If the School either legally and/or inadvertently receives genetic information about an employee, or about an applicant for employment, from such employee or applicant or from a medical provider, the genetic information shall be treated as a confidential medical record in accordance with law.

The Administrator shall appoint a compliance officer who shall be responsible for overseeing the School's compliance with GINA. The compliance officer shall also verify that all School requests for health-related information (e.g., to support an employee's request for reasonable accommodation under the ADA or a request for sick leave) is accompanied by a written warning that directs the employee or health care provider not to collect or provide genetic information. The warning shall read as follows:

The Genetic Information Nondiscrimination Act of 2008 (GINA) prohibits employers and other entities covered by GINA Title II, including the Board of Directors, from requesting or requiring genetic information of an individual or family member of the individual, except as specifically allowed by this law. To comply with this law, do not provide any genetic information when responding to this request for medical information 'Genetic information,' as defined by GINA, includes an individual's family medical history, the results of an individual's or family member's genetic test, the fact that an individual or an individual's family member sought or received genetic services or participated in clinical research that includes genetic services, and genetic information of a fetus carried by an individual or an individual's family member or an embryo lawfully held by an individual or family member receiving assistive reproductive services.

Adopted 7/22/13

NON-DISCRIMINATION AGAINST STATE UNIVERSITIES IN STUDENT TEACHING, HIRING, AND COUNSELOR RECOMMENDATIONS

Reference: MCL 388.1764d

The School shall not adopt or implement a policy or practice, or to make or issue any public statement or directive, that has the effect of any of the following:

- A. Denies to a student of a particular state university access to the School for student teaching purposes solely because the student is enrolled in that state university.
- B. Prevents the hiring of a graduate of a particular state university solely because the individual graduated from that state university.
- C. Discourages or prohibits a counselor employed by the School from recommending a particular state university to a pupil of the School for reasons other than the suitability of the state university's educational offerings for the particular pupil.

Adopted 7/22/13

SCHEDULE 7-6

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE

DRAFT 2020-2021 CHA DETROIT SCHOOL CALENDAR

20-Jul						Days	20-Nov						Days	21-Mar						Days
M	T	W	Th	F		M	T	W	Th	F		M	T	W	Th	F				
		1	2	3	Full	2	3	4	5	6	Full	1	2	3	4	5	Full	3		
6	7	8	9	10		9	10	11	12	13		8	9	10	11	12		18		
13	14	15	16	17		16	17	18	19	20		15	16	17	18	19		18		
20	21	22	23	24		23	24	25	26	27		22	23	24	25	26		18		
27	28	29	30			30						29	30	31				18		
					Total						Total						Total	3		
20-Aug						Days	20-Dec						Days	21-Apr						Days
M	T	W	Th	F		M	T	W	Th	F		M	T	W	Th	F				
3	4	5	6	7	Full		1	2	3	4	Full				1	2	Full	19		
10	11	12	13	14		7	8	9	10	11		5	6	7	8	9		19		
17	18	19	20	21		14	15	16	17	18		12	13	14	15	16		19		
24	25	26	27	28		21	22	23	24	25		19	20	21	22	23		19		
31						28	29	30	31			26	27	28	29	30		19		
					Total						Total						Total	16		
20-Sep						Days	21-Jan						Days	21-May						Days
M	T	W	Th	F		M	T	W	Th	F		M	T	W	Th	F				
	1	2	3	4	Full					1	Full	3	4	5	6	7	Full	18		
9	8	9	10	11		4	5	6	7	8		10	11	12	13	14		18		
16	15	16	17	18		11	12	13	14	15		17	18	19	20	21		18		
23	22	23	24	25		18	19	20	21	22		24	25	26	27	28		18		
30	29	30				25	26	27	28	29		31						18		
					Total						Total						Total	19		
20-Oct						Days	21-Feb						Days	21-Jun						Days
M	T	W	Th	F		M	T	W	Th	F		M	T	W	Th	F				
			1	2	Full	1	2	3	4	5	Full		1	2	3	4	Full	16		
5	6	7	8	9		8	9	10	11	12		7	8	9	10	11		16		
12	13	14	15	16		15	16	17	18	19		14	15	16	17	18		16		
19	20	21	22	23		22	23	24	25	26		21	22	23	24	25		16		
26	27	28	29	30								28	29					16		
					Total						Total						Total	20		

School Closed/Holidays	Total Instructional Days	193 Days
PDD (no school for students)	Hour Per Day	5 Hrs
Count Day	Total Instructional Hours Per Year	965 Hrs
State Testing		
Graduation	Total PDD	10 Days
Student 1st Day & last Day of School	Full Day PD 8:30 a.m. -3:30 p.m.	60 Hours
1st Term End Nov. 13th	Total Teacher Days	203 Days
2nd Term End Jan. 29th		
3rd Term End April 2nd		
4th Term End June 24th		



Covenant House Academy Detroit District
 1450 25th St.
 Detroit, Mi 48216
 313-558-9022

Proposed Daily Bell schedule for the 2020-2021 school year

Monday-Thursday Student Bell Schedule	Schedule Time	Minutes	Passing Time	Total Min/Hrs per day
1st Period	9:00 a.m. to 9:56 a.m.	56 min.	4 min.	60 min
2nd Period	10:00 a.m. to 10:56 a.m.	56 min.	4 min.	60 min
3rd Period (Advisory)	11:00 a.m. to 11:56 a.m.	56 min.	4 min.	60 min
Lunch	12:00 p.m. to 12:30 p.m.	30 min		
4th Period	12:30 p.m. to 1:26 p.m.	56 min.	4 min.	60 min
5th Period	1:30 p.m. to 2:30p.m.	60 min		60 min
6th Period (Optional)	2:30 p.m. to 3:30 p.m.	60 min		
Student Daily Schedule	9:00 a.m. to 2:30 p.m.			300/60 min= 5 Hours
Mon.-Thurs. Teacher Schedule				
Teacher Daily Schedule	8:30 a.m.to 3:30 p.m.			7 Hours
Friday (1/2 Day) Student Bell Schedule	Schedule Time	Minutes	Passing Time	Total Min/Hrs per day
1st Period	9:00 a.m. to 9:46 a.m.	46 min.	4 min.	50 min
2nd Period	9.50 a.m. to 10:36 a.m.	46 min.	4 min.	50 min
4th Period	10:40 a.m. to 11:26 a.m.	46 min.	4 min.	50 min
5th Period	11:30 a.m. to 12:16 p.m.	46 min.		46 min
Lunch	12:26 p.m. to 12:55 p.m.	29 min.		
5th Period(Open Lab)	12:55 p.m. to 3:00 p.m.	125 min.		
Student Daily Schedule	9:00 a.m. to 12:30 p.m.	184 min.		196/60 min.= 3.267 Hours
Friday- Teacher Schedule				
Teacher Daily Schedule	8:30 a.m.to 3:30 p.m.			7 hours

SCHEDULE 7-7

AGE/GRADE RANGE OF PUPILS ENROLLED



Covenant House Academy Detroit provide at-risk youth in our communities with new opportunities to earn a high school diploma, improve their life skills, and the academic foundation to continue onto higher education or post-secondary skills training. We serve 9th through 12th grade students and ages 15 to 22.

SCHEDULE 7-8

**ADDRESS AND DESCRIPTION OF PROPOSED PHYSICAL PLANT; LEASE
OR DEED FOR PROPOSED SITE; OCCUPANCY CERTIFICATE**



COVENANT HOUSE ACADEMY DETROIT – CENTRAL

Building Description

Covenant House Academy Central, 2959 Martin Luther King, Jr., Boulevard, Detroit, MI 48208: The Central academy is a single story brick structure, 12,000' square, gabled roof, with central air conditioning, circa 2005, located on the rear of the Covenant House Michigan campus, with its own entrance, in the center of the City near downtown. Floors are tiled. The building is surrounded by a perimeter security fence. The academy is a combination of computer labs and direct instruction classrooms. The building has been owned by Covenant House Michigan since it was built in 2005.



COVENANT HOUSE ACADEMY DETROIT – SOUTHWEST

Building Description

Covenant House Academy Southwest, 1450 25th Street, Detroit, MI 48216. The Southwest academy consists of a main school building and an annex. The main building is a two-story brick structure (however only the 1st floor is in use by the academy for instruction), 55,000' square, flat roof, with central air conditioning units, circa 1956, situated in a residential neighborhood two blocks south of Vernor Highway and 2 blocks east of West Grand Boulevard in Detroit. Office and hallway floors are tiled. Classroom floors are polished wood. The annex is approximately 3,000' square, gabled roof, central air, circa 2002, and contains two large classrooms, a center vestibule and boys and girls lavatories. The annex floors are tiled. The buildings are surrounded by a newly-installed perimeter security fence. The academy is a combination of computer labs and direct instruction classrooms. The former elementary school building is owned by Covenant House Michigan and was purchased from the Detroit Public Schools in 2012. Major renovations to the structure have been undertaken, including closing off the second floor to the public.



Covenant House Academy Detroit -East

Building Description

Covenant House Academy Detroit - East is located at 9100 Gratiot, Detroit, MI 48213 and is a four-story building. The three upper stories are devoted to affordable housing which is fully occupied. The building was developed by the Detroit Catholic Pastoral Alliance. It is known as the Gratiot Central Commons project and is an important part of a comprehensive neighborhood revitalization plan for the Gratiot Woods Community. This project is to design and build out the first floor of 9100 Gratiot to accommodate the operation of Covenant House Academy – East at this location. The space is about 10,000 square feet, with the potential of adding about 1,500 square feet at the east end of the building.

AMENDED AND RE-STATED SUB-LEASE

This Amended and Re-Stated Sub-lease (the "***SUB-LEASE***") is amended and restated as of June 25, 2020, between ***Covenant House Michigan***, a Michigan non-profit corporation (hereafter, the "***SUB-LESSOR***"), located at 2959 Martin Luther King, Jr. Blvd., Detroit Michigan 48208, on the one hand, and ***Covenant House Academy Detroit***, a Michigan non-profit corporation and duly authorized public school academy (hereafter the "***SUB-LESSEE***"), on the other hand. This Sub-lease shall be effective as of the date set forth above, hereafter the "***EFFECTIVE DATE***." Sub-lessor and Sub-lessee are sometimes referred to in this Sub-lease individually as a "***PARTY***," and collectively as the "***PARTIES***."

RECITALS

A. Sub-lessor and Covenant House Academy Central (the "***ORIGINAL SUB-LESSEE***") previously entered a Sub-lease (the "***ORIGINAL SUB-LEASE***"), dated July 1, 2010, whereby Sub-lessor leased that certain premises described in ***EXHIBIT A*** to the Original Sub-lessee;

B. On July 1, 2013, Original Sub-lessee merged with Covenant House Academy East ("***CHA EAST***") and Covenant House Academy Southwest ("***CHA SOUTHWEST***"), with Sub-lessee being the surviving entity;

C. Following completion of the "***MERGER***" between the Original Sub-lessee, CHA East and CHA Southwest, Sub-lessee, the surviving entity, changed its name to Covenant House Academy Detroit, the Sub-lessee in this Sub-lease;

D. As a result of the Merger, Sub-lessee assumed all the assets and liabilities of the Original Sub-lessee, including the Original Sub-lease.

E. On July 1, 2013, the Grand Valley State University Board of Trustees ("***GVSU***") issued a contract to charter a public-school academy to Sub-lessee ("***PSA CONTRACT***"). The term of the PSA contract is seven years and the original term ends on June 30, 2020;

F. In April of 2020, the GVSU Board of Trustees issued a second charter to Sub-Lessee (hereafter, the "***SECOND PSA CONTRACT***"), which has a term of five years and does not expire until June 30, 2025;

G. Both Sub-lessor and Sub-lessee now desire to amend and restate the Original Sub-lease to reflect the above noted changes, subject to the terms and provisions hereinafter set forth in this Sub-lease.

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

SECTION 1
THE PREMISES

1.01 Sub-lessor Sub-leases to Sub-lessee for the Term (as defined in Section 2.01), a portion of the real property and improvements, together with all rights-of-way, non-exclusive use of parking and common areas, easements and related rights, situated in Detroit, Michigan, commonly known as 2959 Martin Luther King, Jr., Blvd., Detroit, Michigan 48308 and described as follows:

1.01.1 Exclusive Space in the Commons Building, comprised of two (2) classrooms and totaling approximately 1,200 square feet;

1.01.2 Freestanding One-Story School Structure, consisting of approximately 13,500 square feet;

1.02 Collectively, the total square footage Sub-leased in the Commons Building and the School Structure is approximately 14,700;

1.03 The premises describe above in Section 1 is collectively referred to as the "***SUB-LEASED PREMISES.***"

SECTION 2
THE TERM

2.01 The term of this Sub-lease (the "***TERM***") will commence on the Effective Date and expire on June 30, 2025 (the "***EXPIRATION DATE***"), unless terminated as provided herein.

SECTION 3
RENEWAL

3.01 Sub-lessee may renew this Sub-lease for one additional five (5) year Term (the "***RENEWAL TERM***"), but the Parties shall agree on any and all new or different terms and conditions for the Renewal Term in the exercise of their good faith. If the Parties are unable to agree on any proposed new or different terms and conditions for the Renewal Term, the terms and conditions of this Sub-lease shall govern the Renewal Term. Sub-lessee shall submit to the Sub-lessor written notice of its request to renew not later than 90 days prior to the expiration of the Term.

SECTION 4
RENT

4.01 During the Term of this Sub-lease (and the Renewal Term if applicable and unless agreed to by the Parties in the exercise of their good faith), Sub-lessee shall pay rent to Sub-lessor rent for each year in the amount of **\$169,777.00** per year, hereafter the "**RENT.**"

4.02 Rent will be paid in monthly installments of **\$14,148.09** on or before the fifth (5th) day of each month, without setoff or deduction, at the office of the Sub-lessor at 2959 Martin Luther King, Jr. Blvd., Detroit, Michigan 48208, or at such other place as Sub-lessor from time to time may designate in writing. All Rent due under this Sub-lease shall be paid by Youth Visions Solutions, Inc. ("**YVS**" or the "**MANAGEMENT COMPANY**") as required by the Management Agreement between YVS and Sub-lessee, hereafter the "**MANAGEMENT AGREEMENT.**"

4.03 If any Rent payment is not made by the tenth (10th) day of the month in which it is due, a late fee shall be paid at the legal judgment rate of interest for the State of Michigan, applied to the total amount of the late monthly Rent payment.

SECTION 5
PURPOSE, USES, ALTERATIONS AND FIXTURES

5.01 Sub-lessee shall use and occupy the Sub-leased Premises in a legal, careful, safe and proper manner, as a Michigan public school academy and general office space, and Sub-lessee shall not commit or suffer waste to the Sub-Leased Premises. Sub-lessee may, from time to time during the Term or any Renewal Term, make additional interior alterations, additions and changes to the Sub-leased Premises with Sub-lessor's prior written approval, which shall not be unreasonably withheld or delayed. At the expiration of this Sub-lease, Sub-lessee, at no additional cost, shall remove all of its personal property and fixtures, but only if they can be removed with no damage to the Sub-leased Premises or, if removal causes damage, Sub-lessee shall repair the damage.

SECTION 6
REPAIRS AND CUSTODIAL REQUIREMENTS

6.01 Sub-lessee shall ensure that the Management Company, as required under the Management Agreement, shall maintain the Sub-leased Premises in good order in accordance with good business practices; however, Sub-lessor shall remain liable for maintenance of the shared space, parking areas, common areas, roof, exterior walls and structural elements of the Sub-leased Premises, unless damage is caused by the negligence, recklessness or intentional misconduct of Sub-lessee, its agents, contractors, students, faculty, administrators or invitees.

6.02 If any repairs to the Sub-Leased Premises are required, Sub-lessee shall notify the Sub-lessor in writing. Except for any "**BUSINESS CRITICAL MAINTENANCE SITUATIONS**" (situations where there is imminent danger to persons or property) which is provided for differently below, any repairs required to be made by Sub-lessor pursuant to this Sub-lease shall be made within five (5) days of receiving written notice from Sub-lessee. If a Business Critical Maintenance Situation exists or if there is a situation where Sub-lessor is responsible for making a repair and has not timely responded or otherwise made the repair, Sub-lessee has the right, but not the obligation, to make the repair itself or through the Management Company, both without Sub-lessor's approval. In such an instance, Sub-lessee may offset any amount spent to make such repairs against future sums due Sub-lessor under this Sub-lease, including Rent.

SECTION 7
MECHANIC'S LIENS

7.01 Sub-lessee shall not permit any mechanic's, laborer's, materialmen's or other liens to stand against the Sub-leased Premises for any labor, machinery or materials furnished or claimed to have been furnished in connection with any work performed or claimed to have been performed on the Sub-leased Premises solely for Sub-lessee or under Sub-lessee's control. If any such lien shall be filed or shall attach, the Sub-lessee shall promptly either pay it or procure its discharge by giving security in any manner required or permitted by law. If Sub-lessee fails to do any of the foregoing within 60 days of the filing of the lien or attachment, Sub-lessor may discharge the lien and charge all costs in connection with it to Sub-lessee. In addition to all other remedies of Sub-lessor, Sub-lessee shall indemnify, hold harmless and defend the Sub-lessor from and against all claims, demands, judgments, damages, all liens or encumbrances, and legal proceedings on account of such furnishing or claimed furnishing of labor, machinery or materials.

SECTION 8
UTILITIES

8.01 Pursuant to the Management Agreement, the Management Company shall be responsible for the payment or reimbursement to Sub-lessor of or for all costs or charges relating to its use of utilities on the Sub-leased Premises including, but not limited to, natural gas, water, usage of sewers, electricity and trash removal. Unless separately metered, the Management Company shall be responsible for its pro-rata share of such utilities which shall be determined by a fraction the numerator of which is the number of square feet exclusively used by Sub-lessee over a denominator which is the total square footage of the Sub-lessee's buildings and improvements that such utilities relate to. In addition to the charge for the exclusive space, the Management Company shall also be responsible for $\frac{1}{2}$ of the prorated charge for any utilities that relate to the shared space. The prorated share of the shared space shall be determined by a fraction the numerator of which is the number of square feet of such shared space used by Sub-lessee over a denominator which is the total square footage of the Sub-lessee's buildings and improvements that such utilities relate to.

SECTION 9
HOLDING OVER

9.01 If Sub-lessee remains in possession of the Sub-leased Premises after the Expiration Date and has not implemented a Renewal Term, Sub-lessee's continued tenancy shall be on a month to month basis and at a rental rate which is 25% higher than the monthly rent charged during the last year of the Term. Said tenancy shall be in accordance with this Sub-lease, except for Rent, and shall not diminish Sub-lessor's remedies with respect to the Sub-lessee's failure to vacate.

SECTION 10
EXAMINATION

10.01 Sub-lessee shall permit the Sub-lessor, or its agents, to enter the Sub-leased Premises at reasonable times and upon reasonable notice to Sub-lessee, to examine the condition of the Premises. Sub-lessor's entry onto or presence in the Sub-Leased Premises, however, shall not disrupt Sub-lessee's business operations.

SECTION 11
EXPIRATION

11.01 Sub-lessee will surrender the Sub-leased Premises upon the Expiration Date, the expiration of any Renewal Term or upon such other termination of this Sub-lease, in good order and condition, except for reasonable use, natural wear and tear, acts of God, and any casualty which Sub-lessee is not responsible for repairing under the terms of this Sub-lease.

SECTION 12
INSURANCE

12.01 The Management Company shall, at all times during the Term, and during any Renewal Term, fully insure the Sub-leased Premises with Fire, Casualty and Extended Coverage insurance in an amount of not less than its full replacement value. A Certificate of Insurance evidencing the coverage set forth above shall be furnished to Sub-lessor prior to occupancy by Sub-lessee.

SECTION 13
INDEMNIFICATION

13.01 To the extent provided by law and to the extent not in conflict with applicable insurance policies, the Parties agree to indemnify, defend and hold each other harmless of, from or against any loss, cost, judgment or expense, including but not limited to, reasonable attorneys' fees incurred by a Party arising out of (a) any breach of this Sub-lease; or (b) the negligence, recklessness or intentional misconduct of the Party.

SECTION 14
DEFAULT AND TERMINATION

14.01 The following shall be deemed to be a "**DEFAULT**" by the Sub-lessee:

14.01.1 Failure of the Management Company to comply with Section 4 or any other payment obligation in this Sub-lease after 7 days' written notice of such default is received by Sub-lessee; or

14.01.2 Failure to comply with any of its other obligations under this Sub-lease which is not cured within 30 days after receipt of written notice from the Sub-lessor. If there is a default, Sub-lessor shall have the following rights and remedies, in addition to those allowed by law or equity, any one or more of which may be exercised non-exclusively:

14.01.2.1 Sub-lessor may apply the security deposit and/or re-enter the Sub-leased Premises and cure any default of Sub-lessee, in which case Sub-lessee shall reimburse Sub-lessor as additional rent for any cost and expenses which Sub-lessor may incur to cure the default;

14.01.2.2 Sub-lessor may terminate this Sub-lease as of the date of Sub-Lessee's uncured Default, following written notice from Sub-Lessor, and:

14.01.2.2.1 Neither Sub-lessee, nor any other person claiming under or through Sub-lessee, shall thereafter be entitled to possession of the premises, and Sub-lessee shall immediately surrender the premises to Sub-lessor;

14.01.2.2.2 As allowed by law, Sub-lessor may re-enter the premises and dispossess Sub-lessee or any other occupants of the premises, without prejudice to any other remedy which Sub-lessor may have for possession or arrearage in rent; and

14.02 Notwithstanding the termination of this Sub-lease, Sub-lessor may:

14.02.1.1 Recover all unpaid rent and other sums accrued through the date of termination;

14.02.1.2 Re-let all or any part of the Sub-leased Premises for a term different from which would otherwise have constituted the balance of the Term, and for rent and on terms different from those contained in this Sub-lease. All liabilities and remedies specified in §14.01.3.2 shall survive the termination of this Sub-lease; and/or

14.02.1.3 Sub-lessor may sue for injunctive relief, or to recover damages for any loss resulting from the breach.

14.03 If there is a Default by Sub-lessor, which is not timely cured by Sub-lessor, Sub-lessee may cure the Default and deduct, offset and/or recoup any amounts related to the cure from future payments of Rent or Sub-lessee may terminate the Sub-lease at its sole and exclusive option. Such remedies shall be in addition to any other remedy available to Sub-lessee at law or in equity.

SECTION 15 ***DAMAGE OR DESTRUCTION***

15.01 If all or a portion of the Sub-leased Premises is destroyed or so damaged that it is rendered unusable as a school, Sub-lessee may surrender possession of the Premises to the Sub-lessor and terminate this Sub-lease, but remain potentially liable for any claims or causes of action resulting from any acts or omissions on the part of the Sub-lessee. If the damage or destruction can be repaired within thirty (30) days, however, this Sub-lease shall continue,

except that Rent payments shall abate during the time required to complete the repair. If Sub-lessee does not elect to terminate this Sub-lease in accordance with this Section, Sub-lessor shall use all insurance proceeds received to rebuild the Sub-leased Premises to at least as good a condition as existed prior to the damage or destruction.

SECTION 16
QUIET ENJOYMENT

16.01 Sub-lessor covenants that Sub-lessee shall, at all times during the Term (and any Renewal Term), have the peaceable and quiet enjoyment and possession of the Sub-Leased Premises, without hinderance or interference from Sub-lessor.

SECTION 17
SUCCESSORS OF THE PARTIES

17.01 This Sub-lease shall inure to the benefit of, and be binding upon, the Parties and their respective successors and assigns.

SECTION 18
REAL PROPERTY TAXES

18.01 Pursuant to the Management Agreement, the Management Company shall be responsible for the payment of any *ad valorem* real property, estate taxes and assessments with respect to the Sub-Leased Premises, which accrue during the Term, as well as any installments of assessments falling due during the Term, and the Management Company shall be responsible for its pro-rata portion of any *ad valorem* taxes in the same manner as for utilities.

SECTION 19
PERSONAL PROPERTY TAXES

19.01 Pursuant to the Management Agreement, the Management Company shall be responsible for the payment of all *ad valorem* taxes assessed upon the fixtures, furnishings, equipment and other personal property of the Sub-lessee or Sub-lessor contained in the Sub-leased Premises, but only to the extent such taxes accrue and are assessed for the period of the Term or any Renewal Term, regardless of when such taxes become due and payable. For the purpose of determining the amount of such taxes, the figures supplied by the assessing authority as to the amounts so assessed shall be conclusive. Sub-lessee shall comply with all reporting requirements for the property located in the Sub-Leased Premises. Sub-Lessee and/or the Management Company shall have the right to contest the validity of any *ad valorem* real or personal property taxes before any assessing or reviewing body, or before any court having competent jurisdiction over such matters; provided, however, that Sub-Lessee shall pay any taxes before the expiration of any appeal period and prior to the commencement. Sub-Lessor agrees to cooperate with Sub-Lessee and the Management Company in such proceedings.

SECTION 20
NON-WAIVER

20.01 No waiver of any breach or Default of this Sub-lease shall be inferred from any omission by Sub-lessor to take action on account of any similar or different breach or Default or from an acquiescence of Sub-lessor in any prior event of Default. No express waiver shall affect any breach or default other than the breach or Default specified in the express waiver and that only for the time and to the extent therein stated.

SECTION 21
NOTICE

21.01 Wherever in this Sub-lease it shall be required or permitted that notice or demand shall be given or served by either Party to or on the other Party, such notice or demand shall be deemed to have been given or served when such notice or demand, in writing, is delivered by personal service, certified mail, return receipt requested or electronic mail (if consented to be the Party), addressed to the respective addresses of the parties with a required copy to:

IF TO THE SUB-LESSOR: ***Covenant House Michigan***
2959 Martin Luther King, Jr. Blvd.
Detroit, MI 48208
Attn: Executive Director

IF TO THE SUB-LESSEE: ***Covenant House Academy Detroit***
1450 25th Street
Detroit, MI 48216
Attn: Board President

With a copy via electronic mail, facsimile or regular mail to:

Seymour Nayer, Esq.; and
Sean M. Walsh, Esq.
Plunkett Cooney
38505 Woodward Ave., Ste. 100
Bloomfield Hills, MI 48304
snayer@plunkettcooney.com
swalsh@plunkettcooney.com
(248) 901-4000 (Office)
(248) 901-4001 (Facsimile)

SECTION 22
EMINENT DOMAIN

22.01 If any part of the Sub-leased Premises shall be taken by the right of eminent domain, either party shall have the right, at its option, exercisable within 30 days of receipt of notice of taking, to terminate this Sub-lease as of the date possession is to be taken by the condemning authority. No award for any partial or entire taking shall be apportioned, and the Sub-lessee hereby assigns to Sub-lessor any award which may be made in such taking or condemnation. However, Sub-lessee shall not be required to assign to Sub-lessor any award made to the Sub-lessee for the taking of personal property belonging to Sub-lessee or for costs associated with Sub-lessee's relocation, moving or loss of business. No temporary taking of the Premises, and/or of Sub-lessee's rights under this Sub-lease shall terminate this Sub-lease or give Sub-lessee any right to any abatement of rent or other obligation.

SECTION 23
SUBORDINATION AND ATTORNMENT

23.01 This Sub-lease shall be subject, subordinate and inferior to any mortgage that is or may hereafter be placed on the Sub-leased Premises, and, in the event of foreclosure, Sub-lessee agrees to attorn to the mortgagee. Sub-lessee will, upon demand, without cost, execute any instrument reasonably necessary to effectuate such subordination or attornment. If within 5 days of submission of said instruments for execution Sub-lessee fails to execute them, Sub-lessor may execute them as attorney-in-fact coupled with an interest for Sub-lessee. Sub-lessor shall exercise reasonable efforts to procure and deliver to Sub-lessee non-disturbance agreements from all current and future mortgagees.

SECTION 24
SECOND PSA CONTRACT TERMINATION

24.01 If the Second PSA Contract issued by GVSU to Sub-lessee is terminated, revoked or not renewed, this Sub-lease shall automatically terminate, unless Sub-Lessee's Second PSA Contract is re-instated within thirty (30) days of Sub-Lessor's actual notice of termination of the Second PSA Contract.

SECTION 25
RELATIONSHIP OF THE PARTIES

25.01 Nothing contained in this Sub-lease shall be deemed to create the relationship of principal and agent or of a partnership or of a joint venture, or any relationship of the parties other than that of Sub-lessor and Sub-lessee.

SECTION 26
MODIFICATION

26.01 This Sub-lease shall not be modified unless in a written agreement signed by the Sub-lessor and Sub-lessee.

SECTION 27
COMPLIANCE

27.01 Sub-lessor warrants and represents that the Sub-leased Premises is, and shall remain during the Term, any Renewal Term or any holdover tenancy by Sub-lessee, in compliance with all applicable building, fire and safety codes, as amended.

SECTION 28
COMMON AREAS

28.01 Sub-lessor grants Sub-lessee and Sub-lessee's invitees, students and customers, the privilege to use, in common with all others to whom Sub-lessor has, or may hereafter grant such privileges, the common areas of the Premises. Sub-lessee agrees that its use of the common areas shall not unreasonably interfere with the use of the common areas by Sub-lessor or any other Sub-lessee. Sub-lessor also agrees that it shall not allow any other Sub-lessee to use the common areas in such a manner as to unreasonably interfere with Sub-lessee's use of the common areas.

SECTION 29
TITLE AND CONDITION

29.01 The Sub-leased Premises are sub-leased to the Sub-lessee by the Sub-lessor, subject to all zoning regulations and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction over the Sub-Leased Premises.

SECTION 30
PREMISES UNABLE TO BE USED AS A SCHOOL

30.01 If Sub-lessee cannot utilize the Sub-Leased Premises as a public school for any reason, it shall have the right to terminate this Sub-lease.

SECTION 31
GOVERNING LAW; INVALIDITY OF ANY PROVISION

31.01 This Sub-lease shall be governed by, and enforced in accordance with, the laws of Michigan. Any provision of this Sub-lease which is unenforceable or invalid, or the inclusion of which would affect the validity, legality or enforcement of this Sub-lease, shall be of no effect, but all the remaining provisions of this Sub-lease shall remain in full force and effect.

SECTION 32
UNDERLYING LEASE

32.01 This Sub-lease is derived from a lease (the "**LEASE**") between Covenant House Michigan and Adam J. Maida, Roman Catholic Archbishop of the Archdiocese of Detroit, dated July 26, 1999. Sub-lessor and Sub-Lessee agree to comply with the terms of that Lease. In the case of any conflict between the terms of the Lease and the terms of this Sub-lease, the terms of the Lease shall be controlling.

SECTION 33
ELECTRONIC SIGNATURES

33.01 Electronic signatures are permitted for contracts under federal and state law (see the Electronic Signatures in Global and National Commerce Act (15 U.S.C.A. §7001, et. seq.; and the Uniform Electronic Transactions Act, being M.C.L.A. §450.831, et. seq.), and therefore, copies of the signature of any Party will be immediately binding on that Party and on its receipt by the other Party by facsimile or electronic mail and will have the same effect as an original signature. The Parties, therefore, agree that signatures on this Sub-Lease, as well as any other documents to be executed under this Sub-Lease, may be made and delivered via facsimile or electronic mail in lieu of delivery of an original signature, and the Parties agree to treat facsimile and electronic mail signatures as original signatures and agree to be bound by this provision. Each of the Parties agrees that the delivery of the Sub-Lease by electronic means shall have the same force and effect as delivery of original signatures, and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Agreement by all Parties to the same extent as an original signature.

SECTION 34
COUNTER-PARTS

34.01 This Sub-lease may be executed in several counterparts, and all executed counterparts shall constitute one binding Sub-Lease, even though all the Parties are not signatories to the original or the same counterpart.

IN WITNESS HEREOF, the undersigned authorized representatives of the Parties have executed this Lease as of June 25, 2020:

SUB-LESSEE:

Covenant House Academy Detroit

By: Lawrence Givens

Its: President

Dated: June __, 2020

SUB-LESSOR

Covenant House Michigan

By: Levell Ford

Its: Executive Director

Dated: June 26, 2020

AMENDED AND RE-STATED 1450 25TH STREET LEASE

This *LEASE* (the "*LEASE*") is amended and restated as of June 25, 2020, between *COVENANT HOUSE MICHIGAN*, a Michigan non-profit corporation (hereafter, the "*LANDLORD*"), located at 2959 Martin Luther King, Jr. Blvd., Detroit Michigan 48208, on the one hand, and *COVENANT HOUSE ACADEMY DETROIT*, a Michigan non-profit corporation and duly authorized public school academy (hereafter the "*TENANT*"), on the other hand. This Lease shall be effective as of the date set forth above (hereafter, the "*EFFECTIVE DATE*"), and Landlord and Tenant are sometimes referred to in this Lease individually as a "*PARTY*," and collectively and the "*PARTIES*."

RECITALS

A. Landlord and *COVENANT HOUSE ACADEMY SOUTHWEST* (the "*ORIGINAL TENANT*") entered a lease (the "*ORIGINAL LEASE*"), dated July 1, 2012, whereby Landlord leased that certain Premises described in *EXHIBIT A* to Original Tenant;

B. On July 1, 2013, Original Tenant merged with Covenant House Academy East ("*CHA EAST*") and Covenant House Academy Central ("*CHA CENTRAL*") with CHA Central being the surviving entity. Following completion of the merger, CHA Central's name was changed to the Tenant;

C. As part of the merger, Tenant assumed all assets and liabilities of the Original Tenant, including those appearing in the Original Lease;

D. On July 1, 2013, the Grand Valley State University Board of Trustees ("*GVSU*") issued a contract to charter a public-school academy to Tenant (the "*PSA CONTRACT*"). The term of the PSA Contract is for seven (7) years and expires on June 30, 2020;

E. In April of 2020, the GVSU Board of Trustees issued a second charter to Tenant (hereafter, the "*SECOND PSA CONTRACT*"), which has a term of five years and does not expire until June 30, 2025;

F. The Parties now desire to amend and restate the Original Lease to reflect the above noted changes subject to the terms and provisions hereinafter set forth;

NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

SECTION 1
THE PREMISES

1.01 Landlord hereby leases to Tenant that certain real property, totaling approximately 33,500 square feet in commercial space, located in the City of Detroit, County of Wayne and the State of Michigan, which is more particularly described in *EXHIBIT A* attached and made an integral part of this Lease (the "**LAND**"), together with the building and other improvements on the Land, hereafter the "**IMPROVEMENTS**." The Land and the Improvements, collectively, are referred to herein as the "**PREMISES**."

SECTION 2
THE TERM

2.01 The term of this Lease (the "**TERM**") will commence on the Effective Date and continue until June 30, 2025, unless terminated as provided herein, hereafter the "**EXPIRATION DATE**."

2.02 The Term of the Lease shall be automatically renewed for successive one (1) year terms, but only upon the same terms, covenants and conditions contained herein, unless:

2.02.1 Landlord has notified Tenant at least 120 days prior to the expiration of the then current term that Landlord has determined that it must have use of the building for Landlord's institutional purposes; or

2.02.2 Tenant has notified Landlord at least 120 days prior to the expiration of the Term of its intent to terminate this Lease.

In such events, the Term of this Lease shall expire as set forth in Section 2.01 hereof.

2.03 Landlord may terminate this Lease if Tenant is in default in the performance of any of the material covenants, terms and conditions hereof, and fails to cure such breach or default within 15 days after receiving written notice and demand to cure from Landlord.

2.04 Tenant and Landlord agree that this Lease shall terminate automatically upon the Expiration Date or upon revocation or nonrenewal of the Second PSA Contract, as defined herein.

SECTION 3
THE RENT

3.01 During the Term of this Lease, Tenant shall pay rent to the Landlord for each year, in the amount of **\$150,168.00** per year.

3.02 Rent will be paid in monthly installments of **\$12,514.00** on or before the fifth (5th) day of each month, without setoff or deduction, at the offices of the Landlord at 2959 Martin

Luther King, Jr. Blvd., Detroit, Michigan 48208, or at such other place as Landlord may, from time to time, designate in writing.

Section 4
Taxes

4.01 During the term of this Lease and before they become delinquent, Tenant shall pay to Landlord all taxes, assessments, levies, fines or other governmental charges of any kind and nature (collectively, "taxes"), which are levied or assessed against: (1) the Premises or any leasehold interest therein; (2) Tenant's personal property located upon the Premises; (3) alterations, additions or improvements of any kind or nature, which are made by Tenant to the Premises; and (5) all rents payable by Tenant to Landlord.

4.02 Tenant shall have the right to contest the validity of any taxes before any assessing or reviewing body, or before any court having competent jurisdiction over such matters; provided, however, that Tenant shall pay any taxes before the expiration of any appeal period and prior to the commencement. Landlord agrees to cooperate with Tenant in such proceedings.

SECTION 5
USE OF PREMISES

5.01 During the Term of this Lease, Tenant shall use the Premises solely for the provision of providing educational services to students attending school at the Premises as a Michigan public school academy and pursuant to the Second PSA Contract issued by GVSU, together with any ancillary activities ancillary, and for no other purpose without the prior written consent of Landlord.

5.02 During the Term of this Lease, including any renewed Term, Tenant will keep the Premises and every part thereof, including all buildings at any time situated thereon, in a clean and wholesome condition, and Tenant will generally comply with all lawful health and policy regulations.

SECTION 6
UTILITIES

6.01 All applications, connections and accounts for necessary utility services for the Premises shall be made in the name of Tenant, only, and Tenant shall be solely liable to pay, when due, all bills for water, sewer charges, heat, gas, electricity and telephone used in the Premises during the Term of the Lease from the Effective Date, through the Expiration Date or other termination.

SECTION 7
INSURANCE

7.01 Tenant shall, at its sole cost and expense, procure, and keep in effect during the Term hereof, a primary policy of comprehensive general public liability insurance, naming Landlord as an additional insured party and including blanket contractual coverage against claims for or arising out of bodily injury, death or property damage, occurring in, on or about the Premises or property in, on or about the streets, sidewalks or properties adjacent to the Premises. The limits of coverage will be, initially, if dual limits are provided, not less than One Million Dollars (\$1,000,000) with respect to injury or death of a single person, not less than One Million Dollars (\$1,000,000) with respect to any one occurrence of property damage, or, in the alternative, a single limit policy in the amount of Two Million Dollars (\$2,000,000), and thereafter in such reasonable appropriate increased amounts as may be determined by Landlord, provided however, that the amount of coverage will not be increased more frequently than at one (1) year intervals. The policy will contain cross-liability endorsements. In the event Tenant fails to procure such insurance, Landlord may, at its option, procure the same for the account of Tenant, and the cost thereof shall be paid to Landlord as additional rent upon the delivery to Tenant of a bill therefor. With respect to insurance covering personal property, the insurance proceeds shall be payable to the party that bears the loss.

7.02 The insurance policy or policies to be provided by Tenant hereunder shall be issued by an insurance company or companies having an A.M. Best Company rating of not less than "A". Each policy procured by Tenant under this Section 7 must provide for at least thirty (30) days written notice, to Landlord of any cancellation. At Landlord's option, either the certificate of insurance or the original policy or policies will be delivered to Landlord prior to the Effective Date, together with receipts evidencing Tenant's payment of the premiums. Tenant will deliver all certificates of renewal for such policies to Landlord at least thirty (30) days prior to the expiration dates thereof.

7.03 Except with respect to the insurance required by Subsection 7.01, neither Landlord, nor Tenant, may take out separate insurance concurrent in form or contributing in the event of loss with that required under this Section 7, unless Landlord and Tenant are included therein as the insured payable, as provided in this Lease. Each party will notify the other immediately of the placing of any such separate insurance.

7.04 In the event of loss under any policy or policies of insurance provided by Tenant to Landlord under this Section 7, and other than the liability policy required by Subsection 7.01, the insurance proceeds will be payable to Landlord; thereafter, and with the exception of the loss of rents insurance proceeds, such insurance proceeds will be used for the expense of repairing or rebuilding the Improvements which have been damaged.

SECTION 8
DAMAGE BY FIRE OR OTHER CASUALTY

8.01 It is understood and agreed that, if the Premises are damaged or destroyed, whether in whole or in part, by fire or other casualty during the Term, if there are sufficient insurance proceeds, the Landlord will repair and restore the same to good tenantable condition and with reasonable dispatch. The rent and all other charges which are the obligation of Tenant under this Lease will abate for the period the Premises are un-tenantable.

8.02 In the event the Premises are damaged or destroyed in excess of 35% of the replacement cost, either Party shall have the right to terminate this Lease upon providing ninety (90) days' written notice to the other Party. In the event Landlord fails to commence such repair and restoration within a reasonable time, and such failure continues for 30 days after Tenant has provided written objection to Landlord, Tenant shall have the right to terminate this Lease.

SECTION 9 **REPAIRS**

9.01 At its own expense, Tenant agrees to:

9.01.1 Keep the Improvements, including all structural, electrical, mechanical and plumbing systems, in good working order, appearance and repair, reasonable and normal wear and tear excepted; and

9.01.2 Maintain the Premises and keep it reasonably free from rubbish, dirt, snow and ice at all times and also to keep and maintain the parking lots on the Premises in good working order and repair, providing timely snow and ice removal and shall maintain all landscaped areas.

SECTION 10 **PAYMENT FOR SERVICES RENDERED BY LANDLORD**

10.01 If at any time, Landlord: (1) does any work or performs any service in connection with the Premises; or (2) supplies any materials to the Premises, and the cost of the services, work or materials is Tenant's responsibility under the provisions of this Lease, Landlord will invoice Tenant for the cost, payable within thirty (30) days after delivery of the invoice. This Section will apply to any such work, services or materials, whether furnished at Tenant's request or on its behalf and whether furnished or caused to be furnished by Landlord or its agents, employees or contractors. All amounts payable under this Section will be additional rental, and failure by Tenant to pay them when due will be a default under this Lease.

SECTION 11 **ALTERATIONS**

11.01 The Parties agree that Tenant will not make any alterations, additions or improvements to the Premises without the prior, written consent of Landlord. All such alterations, additions or improvements shall be performed by licensed contractors and subject to conditions specified by Landlord. Purely cosmetic changes - such as painting and window treatments - are deemed to be consented to by the Landlord.

11.02 The Parties agree that any alterations, additions, or improvements to the Premises by Landlord shall be made by Landlord at Tenant's expense, provided that Landlord shall not carry out such improvements until the Parties have first entered a written agreement setting forth: (1) Tenant's consent to the improvements; (2) the nature of the improvements; and (3) Tenant's schedule for repaying Landlord for same.

SECTION 12
LIENS

12.01 After the Effective Date, Tenant will keep the Premises free of liens of any sort and hold Landlord harmless of, from and against any liens which may be placed on the Premises, except those attributable to the acts of the Landlord.

SECTION 13
ASSIGNMENT OR SUBLETTING

13.01 Tenant agrees not to assign or transfer this Lease, or any interest in this Lease, without the previous, written consent of Landlord, and Tenant shall not sublet the Premises or any part thereof, or allow anyone to use or come in with, through or under it without like consent, which consent may be withheld for any reason at Landlord's sole discretion.

SECTION 14
INSPECTION OF PREMISES

14.01 Tenant agrees to permit Landlord and its authorized representatives to enter the Premises at all reasonable times, with or without prior notice, and during business hours for the purpose of inspecting the same.

SECTION 15
FIXTURES, EQUIPMENT AND TENANT IMPROVEMENTS

15.01 All fixtures and equipment paid for by Landlord, all fixtures and equipment which may be paid for and placed on the Premises by Tenant from time to time, but which are so incorporated and affixed to improvements that their removal would involve damage or structural change to improvements, will, upon the expiration of the Term, be and remain the property of Landlord.

15.02 All furnishings, equipment and fixtures, other than those specified in §15.01, which are paid for and placed on the Premises by Tenant from time to time (other than those which are replacements for fixtures originally paid for by Landlord), will remain the property of Tenant.

SECTION 16
SECURITY

16.01 If requested by Landlord, Tenant shall provide Landlord with a security deposit equal to two months' rent, which amount shall be held by Landlord as security for the payment of rent, any other liability of the Tenant under this Lease and the performance of any duty by the Tenant under this Lease. Upon termination of this Lease, and after the satisfaction of all liabilities owed to Landlord under this Lease, Landlord shall return any unexpended portion of the security deposit, without interest, to the address of the Tenant identified herein.

SECTION 17
NOTICE OR DEMANDS

17.01 Any notices permitted or required to be given under this Lease shall be deemed duly given upon: (1) actual, hand-delivery; (2) receipt by the transmitting party of confirmation or answer back if delivery is by telex, telegram, or facsimile; (3) delivery into United States mail, if delivery is by postage-paid registered or certified mail, with return receipt requested; or (5) delivery by a nationally recognized overnight delivery service. Each such notice shall be sent to the respective party at the address indicated below or at any other address the party may designate by notice delivered pursuant hereto:

- (a) ***IF TO THE LANDLORD:*** Covenant House Michigan
2959 Martin Luther King, Jr. Blvd.
Detroit, MI 48208
Attn: Executive Director

- (b) ***IF TO THE TENANT:*** Covenant House Academy Detroit
1450 25th Street
Detroit, MI 48216
Attn: Academy Board President

With copies via facsimile, electronic or regular mail to:

Seymour Nayer, Esq.; and
Sean M. Walsh, Esq.
Plunkett Cooney
38505 Woodward Ave., Ste. 100
Bloomfield Hills, MI 48304
snayer@plunkettcooney.com
swalsh@plunkettcooney.com
(248) 901-4000 (Office)
(248) 901-4001 (Facsimile)

SECTION 18
BREACH; INSOLVENCY; RE-ENTRY

18.01 If any rent payable by Tenant to Landlord remains unpaid for more than seven (7) days *after written notice of non-payment delivered to Tenant*, or if Tenant violates or defaults in the performance of any of its obligations in this Lease, and the violation or default continues for a period of ***forty five (45)*** days after written notice, then Landlord may (but will not be required to) declare this Lease forfeited, the Term ended and/or re-enter the Premises. Landlord may also exercise all other or different remedies available under Michigan Law. in addition to the rentals and other sums agreed to be paid hereunder, Tenant will pay Landlord's reasonable attorneys' fees, costs and expenses in any suit or action instituted by, or involving, Landlord to enforce the provisions or collection of rents due Landlord under this Lease, including any proceeding under the Federal Bankruptcy Code, providing that Landlord is deemed to be the prevailing party by a final, non-appealable order of a court of competent jurisdiction. Notwithstanding the foregoing, in the event the Second PSA Contract has been terminated, revoked or not renewed, Tenant shall not be liable for any rent due after such date of termination, revocation or nonrenewal.

18.02 In the event of declaration of default of forfeiture at or after the time of re-entry, Landlord may re-let the Premises, or any portion(s) thereof, for a term or terms and at a rent which may be less than or exceed the balance of the Term of and the rent reserved under this Lease. In such event, Tenant will pay to Landlord any deficiency between the total rent reserved and the net amount, if any as the same becomes due, of the rents collected on account of the lease or leases of the Premises which otherwise would have constituted the balance of the term of this Lease as liquidated damages. In computing such liquidated damages, there will be added to the deficiency any reasonable expenses which Landlord may incur in connection with releasing, such as reasonable legal expenses, reasonable attorneys', brokerage, and advertising fees and expenses, and for keeping the Premises in good order or for preparing the Premises for re-leasing. Any such liquidated damages will be paid in monthly installments by Tenant on the Rent Day and any suit brought to collect the deficiency for any month will not prejudice Landlord's right to collect the deficiency for any subsequent month by a similar proceeding. In lieu of the foregoing computation of liquidated damages, Landlord may elect, at its sole option, to receive liquidated damages in one payment equal to any deficiency between the total rent reserved hereunder and the fair and reasonable rental of the Premises, both discounted at ten (10%) percent per annum to present value at the time of declaration of forfeiture.

SECTION 19
COSTS PAID BY MANAGEMENT COMPANY

19.01 Certain costs associated with the Premises, including, but not limited to, rent, taxes, utilities and insurance, shall be paid by Youth Vision Solutions, Inc., ("YVS"), a Michigan non-profit corporation (the "Management Company"), as required by the Management Agreement between the Management Company and the Tenant. Should another management company replace YVS, all costs described in this Section shall be paid by the new management company. This Section does not affect or reduce any of the obligations of Tenant under this Lease, and all such obligations shall continue in full force and effect as obligations of a principal and not as obligations of a guarantor or surety; provided that performance by the Management Company (or by any management company that replaces YVS) of any obligations of Tenant under this Lease shall be deemed to be performance by the Tenant.

SECTION 20
SURRENDER OF PREMISES ON TERMINATION

20.01 At the Expiration Date (or earlier termination) of the Term, Tenant will surrender the Premises to Landlord in the same broom clean conditions, normal wear and tear excepted, as at the time Tenant took possession, and Tenant shall promptly surrender and deliver all keys and building security cards for the Premises to. All costs and expenses incurred by Landlord in connection with repairing or restoring the Premises to the condition called for herein, together with the costs, if any, of removing from the Premises any property of Tenant left therein, together with liquidated damages in an amount equal to the amount of minimum net rental plus all other charges which would have been payable by Tenant under this Lease if the term of this Lease had been extended for the period of time reasonably required for Landlord to repair or restore the Premises to the condition called for herein, shall be invoiced to Tenant and shall be payable as additional rental within thirty (30) days after receipt of invoice.

SECTION 21
PERFORMANCE BY LANDLORD OF THE COVENANTS OF TENANT

21.01 If Tenant fails to pay any sum of money, other than rental, required to be paid hereunder or fails to perform any act on its part to be performed hereunder, (including without limitation the performance of all covenants pertaining to the condition and repair of the Premises pursuant to Section 8), above, and such failure shall continue for a period of thirty (30) days (or a reasonable period of less than thirty (30) days when life, person or property is in jeopardy) after notice thereof by Landlord, Landlord may (but shall not be required to), and without waiving or releasing Tenant from any of Tenant's obligations, make any such payment or perform any such other act. All sums so paid by Landlord and all necessary incidental costs, including without limitation the cost of repair, maintenance or restoration of the Premises if so performed by Landlord hereunder, shall be deemed additional rental and shall be payable to Landlord within five (5) days after receipt of invoice by Tenant.

SECTION 22
SUBORDINATION; ESTOPPEL CERTIFICATES

22.01 Tenant agrees that Landlord may choose to make this lease subordinate or paramount to any construction loans, mortgages, trust deeds and ground or underlying leases now or hereafter affecting the Premises and to any and all advances to be made thereunder, and to the interest and charges thereon, and all renewals, replacements, and extensions thereon, provided to mortgagee, lessor or trustee named in any such mortgages, trust deeds or leases agrees to recognize the lease of Tenant in the event of foreclosure if Tenant is not in default. Tenant, after a reasonable opportunity to review and request reasonable changes, will execute promptly any instrument or certificate that Landlord may request to confirm such subordination, and hereby irrevocably appoints Landlord as Tenant's attorney-in-fact to execute such instrument or certificate on its behalf.

22.02 Tenant, within ten (10) business days after request (at any time or times) by Landlord, will execute and deliver to Landlord, an estoppel certificate identifying the Effective Date and expiration date of the Term and stating that this Lease is unmodified and in full force and effect, or is in full force and effect as modified, stating the modifications, and stating that Tenant does not claim that Landlord is in default in any way, or listing any such claimed defaults. If Tenant fails to deliver the executed certificate to Landlord within the ten (10) business day period, the accuracy of the proposed certificate will be deemed conclusively confirmed.

SECTION 23
QUIET ENJOYMENT

23.01 Landlord agrees that, during the Term of the Lease (and any Renewal Term) and provided that Tenant is not in default under the provisions this Lease, Tenant's quiet and peaceable enjoyment of the Premises will not be disturbed or interfered with by Landlord or any person claiming by, through or under Landlord.

SECTION 24
HOLDING OVER

24.01 If Tenant remains in possession of the Premises after the expiration of this Lease without executing a new lease, it will be deemed to be occupying the Premises as a month-to-month tenant, but subject all the provisions of this Lease to the extent that they can be applicable to a month-to-month tenancy, except that the minimum net rental for each month will be Fifteen Dollars (\$15.00) per square foot of leasable area per annum.

SECTION 25
REMEDIES NOT EXCLUSIVE; WAIVER

25.01 Each and every one of the rights, remedies and benefits provided by this Lease are cumulative, and not exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.

25.02 One of more waivers of any covenant or condition by Landlord will not be construed as a waiver of a further or subsequent breach of the same covenant or condition, and the consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval will not be deemed to waive or render unnecessary Landlord's consent or approval to or of any subsequent similar act by Tenant.

SECTION 26
WAIVER OF SUBROGATION

26.01 To the maximum extent permitted by the insurance policies obtained hereunder, Landlord and Tenant hereby waive any and all right of recovery against each other for any loss or damage caused by fire or any of the risks covered by standard fire and extended coverage, vandalism and malicious mischief insurance policies.

SECTION 27
RIGHT TO SHOW PREMISES

27.01 For a period commencing 120 days prior to the termination of this Lease or any extension thereof, Landlord may show the Premises, and may display about the Premises signs advertising the availability of the Premises.

SECTION 28
INDEMNIFICATION

28.01 To the extent not in conflict with the terms of any applicable insurance policy covering the Premises or the terms of this Lease, each party (an "***INDEMNIFYING PARTY***") at its sole expense, will defend, indemnify and save the other party (an "***INDEMNIFIED PARTY***"), its licensees, servants, agents, employees and contractors, harmless from any loss, damage, claim of

damage, liability or expense to or for any person or property, whether based on contact, tort, negligence or otherwise, arising directly or indirectly out of or in connection with the use or misuse thereof by the Indemnifying Party, the acts or omissions of the Indemnifying Party, its licensees, servants, agents, employees or contractors, or the failure of the Indemnifying Party to comply with any provision of this Lease, provided, however, that nothing herein shall be construed to require the Indemnifying Party to indemnify the Indemnified Party against the latter's own acts, omissions or neglect.

SECTION 29
ENTIRE AGREEMENT

29.01 This Lease and the Exhibits attached forming a part hereof, set forth all of the covenants, agreements, stipulations, promises, conditions and understandings between Landlord and Tenant concerning the Premises and there are no covenants, agreement, stipulations, promises, conditions or understanding, either oral or written, between them other than herein set forth.

SECTION 30
GENERAL

30.01 Many references in this Lease to persons, entities and items have been generalized for ease of reading. Therefore, references to a single person, entity or item will also mean more than one person, entity or thing whenever such usage is appropriate (for example, "Tenant" may include, if appropriate, a group of persons acting as a single entity, or as tenants-in-common). Similarly, pronouns of any gender should be considered interchangeable with pronouns of other genders.

30.02 All agreements and obligations of Tenant under this Lease are joint and several.

30.03 Topical headings appearing in this Lease are for convenience only. They do not define, limit or construe the contents of any paragraphs or clauses.

30.04 This Lease can be modified or amended only by a written agreement signed by Landlord and Tenant.

30.05 All provisions of this Lease are and will be binding on the heirs, executors, administrators, personal representatives, successors and assigns of Landlord and Tenant.

30.06 The laws of the State of Michigan will control in the construction and enforcement of this Lease.

SECTION 31
ENVIRONMENTAL MATTERS

31.01 The Parties shall be fully responsible, at their own expense, for compliance with all laws and/or regulations governing the handling of Hazardous Materials or other substances used or stored on the Premises in connection with Parties business conducted

therein. All hazardous or potentially Hazardous Materials shall be stored in proper containers and shall be further protected against spills by secondary containment facilities. The Parties shall not spill, introduce, discharge or bury any Hazardous Materials, substance or containment of any kind in, on, or under the Premises or any portion thereof or any adjacent premises or into the ambient air. The Parties shall not permit the discharge of any Hazardous Materials into the sanitary or storm sewer or water system serving the Premises or any adjacent premises or into any municipal or other governmental water system or storm and/or sanitary sewer system. The Parties shall employ all appropriate safeguards and procedures necessary or appropriate to protect such systems from contamination. The parties shall undertake, at their expense, any necessary and/or appropriate cleanup process in connection with any breach of the foregoing covenants, and without limiting other indemnity or insurance obligations under this Agreement. To the extent provided by law and not in conflict with the terms of any applicable insurance policies covering the Premises or Parties, the Parties shall indemnify and hold harmless each other from and against all liability whether direct, indirect, consequential or otherwise, arising from any incident or occurrence on or about the premises or any adjacent premises pertaining to Hazardous Materials which results from the acts or omissions of the party, and its agents, employees or invitees, during the term hereof. The obligations of Landlord and Tenant under this section shall survive the termination of this Agreement.

The term, "**HAZARDOUS MATERIALS**," shall include, without limitation, any chemical or other material which is or may become injurious to the public health, safety or welfare, or to the environment, flammable explosives, petroleum fractions, pesticides, radioactive materials, regulated substances, hazardous or toxic substances, contaminating pollutants or related or similar materials, including by way of example, substances or materials defined by any federal, state or local environmental law, ordinance, rule or regulation, including federal, state or local environmental law, ordinance, rule or regulation, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, the Hazardous Materials Transportation Act, the Resource Conservation and Recovery Act, the Federal Insecticide, Fungicide, and Rodenticide Act or the Michigan Environmental Response Act, and the regulations adopted and publications promulgated pursuant thereto, all as amended.

31.02 The obligations, rights and remedies of Landlord and Tenant set forth in this Section shall survive the termination, expiration and/or release of this Lease.

SECTION 32 ***ELECTRONIC SIGNATURES***

32.01 Electronic signatures are permitted for contracts under federal and state law (*see* the Electronic Signatures in Global and National Commerce Act (15 U.S.C.A. §7001, et. seq.; and the Uniform Electronic Transactions Act, being M.C.L.A. §450.831, et. seq.), and therefore, copies of the signature of any Party will be immediately binding on that Party and on its receipt by the other Party by facsimile or electronic mail and will have the same effect as an original signature. The Parties, therefore, agree that signatures on this Lease, as well as any other documents to be executed under this Lease, may be made and delivered via facsimile or electronic mail in lieu of delivery of an original signature, and the Parties agree to treat facsimile

and electronic mail signatures as original signatures and agree to be bound by this provision. Each of the Parties agrees that the delivery of the Lease by electronic means shall have the same force and effect as delivery of original signatures, and that each of the Parties may use such electronic signatures as evidence of the execution and delivery of the Agreement by all Parties to the same extent as an original signature.

SECTION 33
COUNTER-PARTS

33.01 This Lease may be executed in several counterparts, and all so executed shall constitute one Lease, binding on all the Parties, even though all the Parties are not signatories to the original or the same counterpart.

IN WITNESS HEREOF, the undersigned authorized representatives of the Parties have executed this Lease as of June 25, 2020:

TENANT:

Covenant House Academy Detroit

By: *Lawrence Givens*

Its: *President*

Dated: June 25, 2020

LANDLORD:

Covenant House Michigan

By: *Sevold J. Ford*

Its: *Executive Director*

Dated: June 25, 2020

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TENANT LEASE AGREEMENT

This Lease Agreement (together with all validly executed and enforceable modifications, amendments, renewals and extensions, together with any exhibits, schedules and attachments, the “Lease”) is entered as of MARCH 19, 2020 (the “Effective Date”), by the Detroit Catholic Pastoral Alliance (the “Landlord”), located at 9200 Gratiot, Detroit, MI 48213, on the one hand, and Covenant House Academy – Detroit (the “Tenant”), a Michigan public school academy and non-profit agency, located at 1450 25TH St., Detroit MI 48216, on the other hand. Landlord and Tenant are sometimes referred to in the Lease as a “Party,” individually, and the “Parties,” collectively.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties represent, warrant and agree as follows:

1. **Lease of the Leased Premises.**

The Leased Premises. Upon the terms and conditions stated in this Lease, Landlord leases to Tenant, and Tenant accepts the lease of approximately 10,000 square feet of rentable, commercial space of the first floor of the building located at 9100 Gratiot Avenue, Suite 101, Detroit, MI 48213 (together with the improvements constructed on the Land, the “Building”), together with an additional, approximately 1,173 square feet of rentable, commercial area on the first floor of Building, which Tenant intends to add for use as a school cafeteria (hereafter, the “Cafeteria Space”), additional space Tenant may elect to add to the Leased Premises, the “Common Areas” (as defined below) and the land, as are more particularly described in **Exhibits A & D** attached and incorporated into this Lease. The rentable, commercial area of the first floor of the Building, together with the Common Areas, Cafeteria Space, additional space Tenant may elect to add to the Leased Premises and the land are sometimes collectively referred to herein as the “Leased Premises.” Tenant accepts the lease of the Leased Premises for the “Lease Term” (as defined below), including any renewals based on Tenant’s exercise of one or more of its four Options, as defined below.

The Common Areas. Means those facilities and other improvements constructed on or in the Leased Space and/or the Land, which Tenant, other tenants and/or occupants of the Building, Landlord and any other persons designated by the Landlord, have the non-exclusive right to use and enjoy, including, without limitation, parking areas, driveways, sidewalks, entrances and outdoor play/rest areas.

2. **The Term.**

Lease Term. The “Lease Term” means the period from July 1, 2020 (the anticipated “Commencement Date”), through June 30, 2025 (the anticipated “Expiration Date”). The initial Lease Term, together with any renewed Lease Term resulting from Tenant’s exercise of an Option, are also referred to, generically or collectively, as the Lease Term.

The Renewal Option. In lieu of the termination of the Lease at the Expiration Date, Tenant shall have four (4) consecutive options to renew the Lease for additional five (5) year Lease Terms (hereafter, the “Option”), upon providing Landlord with written notice at least ninety (90) days

prior to the end of the then-current Lease Term. Any renewal of the Lease by Tenant's exercise of an Option shall be governed by the terms and conditions of this Lease.

3. **Early Termination.**

Any lease agreement entered into by the Academy (Tenant) shall include a termination provision permitting the Academy (Tenant) to terminate the lease, without cost or penalty to the Academy (Tenant), in the event that the Academy (Tenant) 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 (i) pursuant to a reconstruction 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 Landlord shall have no recourse against the Academy (Tenant) or the University Board for implementing the site closure or reconstitution. Nothing in this paragraph shall prevent the Landlord from receiving lease payments owed prior to site closure or reconstitution, or relieve the Academy from paying any cost or expenses owed under the lease prior to site closure or reconstitution.

4. **Rent; No Security Deposit.**

Base Rent. Beginning as of the Commencement Date of the initial Lease Term, and continuing thereafter during each month of any Lease Term, Tenant shall pay rent in the amount of \$5,000.00 per month to Landlord, not later than the fifteenth (15th) day of each month, hereafter the "Base Rent." If the Tenant elects to exercise an Option and renew the Lease for an additional Lease Term, the Base Rent for the first year of the first renewed Lease Term shall increase by 2%, and then by 1% for each subsequent year of any Lease Term. The Parties acknowledge and agree that there shall be no increase in the Base Rent as a result of the inclusion of the Cafeteria Space or any additional space Tenant may elect to add to the Leased Premises, as may be agreed upon by Tenant and Landlord. Finally, Tenant is not required to post any security deposit with the Landlord at any time during the initial Lease Term or during any renewed Lease Term.

Additional Rent. Tenant shall pay all costs, expenses and/or charges that accrue and become payable during the Lease Term, which are deemed to constitute "**Additional Rent**," provided that such costs, expenses and/or charges are: (a) of a type or category specifically provided or contemplated under the Lease, such as Taxes, Insurance and Utilities; (b) supported by written notice from Landlord to Tenant, which includes sufficient detail and back-up to permit Tenant to confirm the basis, validity and source of such cost, expense and/or charge; and (c) Tenant agrees in writing that such costs, expenses and/or charges are properly chargeable to Tenant under the Lease. Base Rent and Additional Rent are referred to collectively herein as "**Rent**."

Additional Rent shall be paid by Tenant on or before the fifteenth (15th) day of the month following the date Tenant is first notified that such Additional Rent is due. In the event that the payment of charges constituting Additional Rent is required, by its terms, in advance of the fifteenth (15th) day of the following month (and therefore, would be considered past due if not paid before the fifteenth (15th) day of the following month), Tenant shall pay such Additional Rent upon Landlord's presentation of a valid notice to Tenant, including the basis or bases for Landlord's demand that the Additional Rent be paid in advance of the fifteenth (15th) day of the following month.

5. Grace Period.

In the event that Tenant fails to timely pay Rent, that failure shall not constitute a default under the Lease if Landlord receives Tenant's payment of such Rent within fifteen (15) days after the date the Rent payment was first due (hereafter referred to as the "**Grace Period**"), but Landlord may terminate the Lease in the event Tenant's payment of Rent becomes more than sixty (60) days overdue. Nothing contained in this Lease shall be interpreted or construed so as to suspend or delay Tenant's payment of any Additional Rent beyond the date such amount is due and owing by its terms or limit any other remedy of Landlord.

6. Taxes.

Pursuant to Articles VIII & IX of the Constitution of the State of Michigan of 1963 and various Sections of the Michigan General Property Tax Act, *see, e.g.* M.C.L.A. §§2.117n & 2.119(l)), among others, Tenant, a Michigan public school academy, is exempt from all real and personal property assessed by the State of Michigan and any of its political subdivisions, hereafter Tenant's "**Exemption.**" Despite Tenant's Exemption, if, for any reason, *ad valorem* personal property taxes are assessed against any trade fixtures and/or personal property placed in the Leased Premises by Tenant or against the Building (hereafter, the "**Taxes**"), Tenant shall, before delinquency, either:

- Contest of the validity of the Taxes before the appropriate assessing or reviewing body or a court of competent jurisdiction, and Landlord shall cooperate with Tenant in its efforts to contest the Taxes; or
- Pay the Taxes as Additional Rent, as required in this §5 and the Lease, but Tenant shall only be required to pay its "**Pro Rata Share**" of Taxes assessed against the Building, which is defined as the percentage of the total rentable, commercial space occupied by Tenant during the tax period.

Tenant shall dispute or pay the Taxes as Additional Rent within ten (10) days after receiving Landlord's reasonably detailed, written statement setting forth the amount and source of the Taxes. Tenant's failure to dispute or pay the Taxes within the ten (10) day period shall entitle the Landlord to the same remedies it has upon Tenant's failure to pay Rent. Finally, nothing in this Lease shall be interpreted or construed to require Tenant to: (a) pay Taxes found to be invalid due to the Exemption by the appropriate assessing or reviewing body or a court of competent jurisdiction; (b) pay Taxes that are not yet due and owing; or (c) pay Taxes in advance of their required payment date.

7. Net Lease.

It is the intention of the Landlord and Tenant that the Rent shall be net to the Landlord in each year during the Lease Term, that all costs, expenses and obligations of any kind that relate to the Leased Premises, become due during the Term of the Lease, are supported with proper legal documentation and are reviewed and approved by the Tenant (except as otherwise specifically

provided in the Lease), i.e. that constitute Additional Rent, shall be paid by the Tenant, and Landlord shall be indemnified by the Tenant against all such unpaid Additional Rent.

8. Premises Preparation / Tenant's Work

- a. **General Provisions.** All work on the Premises by Tenant is subject to the following:
- i. *Compliance with the Laws.* All Tenant's Work must conform to applicable statutes, ordinances, regulations, and codes. Tenant must obtain and convey to Landlord, before commencing its work, copies of all approvals; building permits; and permits with respect to electrical, gas, heating, cooling, water, and telephone work that are required by the utility company supplying the service.
 - ii. *Approvals.* No approval by Landlord is deemed valid unless it is in writing and signed by Landlord.
 - iii. *Insurance.* Before the commencement of Tenant's Work and until its completion or the commencement of the Lease Term, whichever is the last to occur, Tenant must place in effect and maintain Builder's Risk Insurance covering Landlord, Tenant, and Tenant's Contractors, as their respective interests may appear, against loss or damage by fire, vandalism, and malicious mischief and other risks that are customarily covered by a so-called extended coverage endorsement. This coverage must apply to all of Tenant's Work in place; to all materials stored at the site of the Tenant's Work; and to all materials, equipment, supplies, and temporary structures of all kinds that are incidental to Tenant's Work, including buildings, machinery, tools, and equipment, when part of or within the Premises or temporary structures adjacent to the Premises or on the sidewalks or driveways of the common area, all to their full insurable value. In addition, Tenant agrees to hold Landlord harmless and defend it against any and all claims for injury to persons or damage to property by reason of the use of the Premises for the performance of Tenant's Work unless caused by the negligence or willful acts of Landlord or its agents or employees, and Tenant agrees to require all contractors and subcontractors engaged in the performance of Tenant's Work to provide the insurance coverage set forth in subsections (i)–(iii) below. All insurance policies must name Landlord, Tenant, and Tenant's contractors or subcontractors as additional insured parties. Tenant further agrees to deliver to Landlord the appropriate certificates evidencing this coverage before the commencement of its work. These insurance policies must include a clause requiring 30 days' prior written notice to Landlord before cancellation. Tenant will not be permitted to commence its work until the certificates have been delivered to Landlord.

1. *Worker's compensation insurance*: To be issued in accordance with the laws of the State of Michigan, with coverage in an amount no less than the minimum coverage required by law.
2. *Comprehensive general liability insurance*: **1 million general liability limit with a 5 million dollar umbrella.**
3. *Automobile insurance*: **1 million.**

b. **Tenant Construction Responsibilities (which must be approved by Landlord)**

- i. Plans and specifications for the buildout, delivered to Landlord for approval and subject to Landlord's prior written approval, which may not be unreasonably withheld, delayed, or conditioned
- ii. Fixture layout showing utility locations and sizes, delivered to Landlord for approval and subject to Landlord's prior written approval, which may not be unreasonably withheld, delayed, or conditioned.
- iii. Interior decoration, including, but not limited to, painting, wallpaper, and paneling and subject to Landlord's prior written approval, which may not be unreasonably withheld, delayed, or conditioned
- iv. All floor coverings and subject to Landlord's prior written approval, which may not be unreasonably withheld, delayed, or conditioned.
- v. All lighting, including, but not limited to, interior and exterior chandeliers, track lights, and spots. Special electrical requirements being installed by Tenant are subject to Landlord's prior written approval, which may not be unreasonably withheld, delayed, or conditioned.
- vi. Parking lot signs: No exterior parking lot signs are permitted except as may be specifically approved by Landlord before the signing of Tenant's Lease.
- vii. Building identification signs: Tenant, at its sole cost and expense, must install its sign on the fascia area designated by Landlord. Tenant may erect no sign until Landlord gives written approval. Tenant's sign must be constructed and installed in accordance with the following:
 1. Tenant must submit drawings in duplicate that show size, construction, materials, colors, script, name of the manufacturer, and proposed locations that conform with the specifications stated in this work letter. Landlord must notify

Tenant in writing of sign approval or of modifications necessary to obtain approval.

2. Tenant's sign identifying its Premises must be erected within 30 days after Tenant has received written notice from Landlord that the Premises are ready for fixturing, but in no event may Tenant open for business with the general public without Tenant's sign being erected. If Tenant's sign has been ordered but is not available for installation when Tenant intends to open for business, Tenant may request that it be allowed to open for business and may do so only with prior written approval of Landlord.
3. Sign criteria:
 - a. The wording of the sign is limited to Tenant's advertised name as set forth in the Lease.
 - b. The use of a corporate shield, crest, logo, or insignia will be permitted but subject to Landlord's prior written approval.
 - c. The length of any sign may not exceed the maximum height of sign letters or components in accordance with all city and governmental codes.
 - d. All signs must have a UL-approved label.
4. Design standards:
 - a. The sign must consist of individual letters fastened to the assigned area. No canned-type signs will be allowed. No external lighting will be allowed.
 - b. Sign letters must be of bronze-colored metal sides, plastic face, trim cap of bronze color and mounted directly on sign transformer housing, which must be attached to the front store fascia.
 - c. All clips, wiring, transformers, and attachment devices must be concealed and may not extend above, below, or at either end past the visual limits of the letters.
 - d. Tenant's sign contractor must secure the necessary permits before connecting the sign to wiring provided at the storefront.
 - e. No exposed conduit or junction boxes on the face of the brick wall will be permitted.

5. Tenant must, at its own risk and expense, erect the sign permitted in this work letter and must maintain it in a good state of repair. Tenant agrees to indemnify Landlord against; save and defend Landlord harmless from any loss, cost, or damage resulting from; and repair any damage that may be caused by the erection, existence, maintenance, or removal of the sign. On vacating the Premises, Tenant agrees to remove all signs and repair all damage caused by their removal.
6. In addition to Landlord approval, Tenant must secure an approved sign permit from the appropriate governmental agencies.

Tenant's Work. On or before the anticipated Commencement Date, Tenant shall have the right, but not the obligation, to construct any desired improvements and to perform any other work as Tenant deems necessary or desirable to permit it to open for business at the Leased Premises, hereafter "**Tenant's Work.**" Tenant shall perform Tenant's Work at its sole expense, and Tenant and its contractors, and their respective employees and agents, shall have unfettered right to access, enter and occupy the Leased Premises to complete Tenant's Work, and Tenant retains the exclusive right to select and contract directly for the design and construction of Tenant's work. All trade fixtures, personal property and other moveable equipment located, installed, affixed or annexed in, on or to the Leased Premises by Tenant shall remain the sole property of Tenant, and Tenant may, at its sole option and expense, remove such trade fixtures, personal property and other moveable equipment at the termination of the Lease, whether by expiration of the Lease Term or by other means.

9. Landlord's Work

Landlord shall complete, at Landlord's sole cost, the installation of a cement floor pad no later than May 1, 2020 or within 45 days following Landlord's receipt of design specifications for Landlord's Work from _____ (the "Deadline"). In the event Landlord fails, for any reason, to complete Landlord's Work by the Deadline as defined above, then Tenant may elect, upon written notice to Landlord, to terminate the Lease effective upon Landlord's written receipt of such notice.

Landlord's Work. Landlord, at its sole cost and expense, shall timely complete "**Landlord's Work**" no later than June 1, 2020, or within 45 days following Landlord's receipt of specifications for Landlord's Work after completion of Tenant's Work (preliminary) to allow for cement floor pad installation, whichever is the last to occur, hereafter the "**Deadline,**" in order to permit Tenant to begin operating its public school academy in the Leased Premises no later than the Commencement Date. In the event Landlord fails, for any reason, to complete Landlord's Work by the Deadline, Tenant may, in its sole and absolute discretion, terminate the Lease by written notice to Landlord, effective immediately upon Landlord's receipt of such notice. Tenant's right to terminate the Lease is cumulative and in addition to any other legal or equitable remedies Tenant may have, and nothing in this §7 shall limit such other legal or equitable remedies available to Tenant in the event that Landlord fails to complete Landlord's Work by the Deadline.

10. Liens.

If any lien shall be filed against the Leased Premises as a result of the failure to pay suppliers of labor, services, appliances, equipment, supplies, fuel and/or materials for use in the performance of Tenant's Work or for any additional or other maintenance, repair or work undertaken by Tenant, resulting from Tenant's failure to pay a supplier of labor, services, materials, appliances, equipment, supplies or fuel, Tenant shall, within forty (45) days after the date Tenant first becomes aware that the lien has been filed, discharge the lien by either: (a) paying the indebtedness in full; or (b) filing a statutory bond as security. If Tenant fails to cause any such lien to be discharged or bonded over within forty (45) days, Landlord shall have the option, but not the obligation, to discharge the lien by filing the required statutory bond. Any amounts paid by Landlord for the bond shall be chargeable to Tenant and paid to Landlord as Additional Rent within thirty (30) days after notice to Tenant.

11. Use of the Leased Premises.

Beginning on or after the anticipated Commencement Date, Tenant shall use and occupy the Leased Premises solely for the purpose of providing educational services and directly related ancillary activities for Covenant House Academy and for no other purpose. Tenant shall not use the Premises in violation of any present or future law, regulation, ordinance, rule and/or board commission and/or officials thereof relating to the use of the Premises. Tenant shall not commit, or suffer to be permitted, waste, or allow any nuisance or illegal act to occur upon the Premises. Tenant agrees that it will not use or permit any person to use the Premises or any part thereof for any use or purposes in violation of the laws of the United States, the laws, ordinances or other regulations of the State and municipality in which the Premises are located, or any other lawful authorities.

12. Compliance; Licensing.

If any license or permit is required for the conduct of Tenant's business in the Leased Premises, Tenant, at its expense, shall procure such license prior to the Commencement Date and shall maintain such license or permit in good standing and timely renew such license or permit. Tenant shall give prompt notice to Landlord of any notice it receives of the violation of any law or requirement of any governmental or administrative authority with respect to the Leased Premises or the use or occupation thereof. Tenant shall, at Tenant's expense, comply with all laws and requirements of any governmental or administrative authorities that impose any duty on Landlord or Tenant arising from Tenant's actions regarding its business operations or use of the Leased Premises, and Tenant shall pay all expenses, fines and damages that are imposed upon any or all of Landlord, any Superior Lessee, Superior Lessor or Superior Mortgagee, by reason or arising out of Tenant's failure to fully and promptly comply with and observe the provisions of this Section.

13. Grant; Hours of Operation.

In consideration of the rents, covenants, agreements and conditions hereinafter provided to be paid, kept, performed and observed, Landlord leases the Leased Premises to Tenant, and Tenant shall have and hold the Leased Premises for and during the Lease Term, subject to payment of the Rent and to the full and timely performance by Tenant of the covenants and conditions required of it in this Lease. The hours of operation for Tenant's operation of its public school academy at the Building will be from 7:00 a.m. to 10:00 p.m., including weekends, with one-half hour allowance

before and after regular hours for occupancy. Emergency situations may require extended occupancy and Tenant agrees to use its best efforts to notify Landlord in advance of any emergency situation.

14. Parking Lot Use.

Landlord shall provide all parking required by applicable zoning and building regulations, or, if none is required, such parking as shall be adequate, in the sole and absolute discretion of Tenant, to accommodate the parking needs of Tenant's business operations and those of any other tenants of the Building. Such parking shall include, without limitation, adequate handicapped parking spaces. Landlord shall not institute or permit the institution of parking fees at the Building, Common Areas or Land without Tenant's written consent, and Tenant, its agents, employees and invitees shall have the exclusive use of the parking lot operated by Landlord for parking up to eight (8) cars with CHA reserved signage, and the drive aisles necessary for access to and from "Parking Lot 1" and the Leased Premises. Tenant and its agents, employees and invitees shall have the non-exclusive use of the parking lot owned and operated by Landlord ("Parking Lot 2"), which is for parking up to ten (10) cars, and the drive aisles necessary for access to and from Parking Lot 2 and the Leased Premises. Tenant and its agents, employees, and invitees shall have the rental use of the parking lot owned and operated by Landlord ("Future Parking Lot 3") for parking a number of cars yet to be determined and the drive aisles necessary for access to and from Parking Lot 3 and Leased Premises. Landlord shall be responsible for the timely and prompt repair and maintenance of Parking Lot 1, 2, & 3, including salting, snow removal, trash removal, resurfacing, as necessary, and general maintenance.

15. Utilities & Services.

Utilities. Tenant shall be responsible for paying all separately metered utilities servicing the Leased Premises, which shall include, but are not limited to, water, sewer, electricity, natural gas, air conditioning, telephone, television, site security service and internet service that it desires to have for the Leased Premises. Tenant shall be responsible for installing separate metering as part of Tenant's build out of the Leased Premises.

Communications Systems and Operations. Landlord shall not cause or permit any interference whatsoever with Tenant's operation of, or access to, Tenant's technology equipment, wireless, data and telephone transmission equipment, facilities, or services, twenty-four hours a day, 365 days per year, and Landlord shall immediately take all steps necessary to ensure such non-interference; and

16. Repairs & Maintenance.

Tenant's Repair & Maintenance. Tenant shall, at its own expense, keep, maintain and repair, as is necessary and customary under applicable industry standards, the interior of the Leased Premises, including electrical, HVAC, mechanical, and plumbing systems. Further, Tenant shall keep and maintain the interior of the Leased Premises in a clean, sanitary, and safe condition in accordance with the laws of the state of Michigan, all directions, rules and regulations of any health official, fire marshal, building inspector, or other proper officials of any governmental agencies having jurisdiction over the Leased Premises. Tenant has no obligation to make repairs to the exterior

roof, walls, and windows of the Building, however any damage caused by the Tenant, its employees or invitees will be the responsibility of the Tenant. Notwithstanding anything in this Section to the contrary, Tenant shall have the duty to replace the mechanical systems installed by Tenant, but it shall otherwise have no duty to replace or make capital improvements that inure primarily to the benefit of Landlord.

Landlord's Repairs/Maintenance. Landlord shall be responsible for all cleaning, maintenance, replacement and repair of Common Areas, including parking areas, sidewalks, service drives, driveways (including, without limitation, sweeping and snow and ice removal), as well as the roof, parapets, flashing, gutters, downspouts, canopies outer walls and windows of the Building. Landlord shall maintain the Building, Common Areas and Land in a first-class, safe, dry, watertight and tenantable condition, and free from rubbish, debris, dirt, snow, and ice. Landlord shall be solely responsible for the replacement of electrical, HVAC, mechanical and plumbing systems and to otherwise make capital improvements that inure primarily to the benefit of Landlord. If Landlord fails to repair, maintain and/or replace those items required under this Lease, and that failure continues for a period of fifteen (15) days following notice by Tenant, which materially affects Tenant's quiet enjoyment of the Leased Premises, Tenant may, but is not obligated to, complete the needed repairs or maintenance and deduct the cost from the Rent or deem the Rent to be abated from the date notice was given by Tenant until the date the required repairs and/or maintenance are completed.

17. Signage.

Landlord agrees to allow Tenant to place a sign on the exterior of the Leased Premises that notes the presence of the Tenant in the Building. Signage requested by Tenant will be subject to Landlord's approval, not to be unreasonably withheld, conditional, or delayed. Notwithstanding anything herein to the contrary, at a minimum, Tenant shall be entitled to its Proportionate Share of the exterior signage allowed by zoning regulations or variances applicable to the Building and Land.

18. Damage and/or Destruction.

If either the Leased Premises should be substantially destroyed or damaged by fire or other casualty (meaning the material damage or destruction of at least 50% of the Leased Premises), then Tenant may terminate this Lease by giving Landlord written notice within fifteen (15) days after the date of such casualty. In such event, Rent shall be apportioned to, and abate as of, the date of such casualty. If Tenant does *not* immediately elect to terminate the Lease, Landlord shall use all diligence and commercially reasonable efforts, acting in good faith, to promptly cause the Leased Premises to be re-constructed and restored to substantially the same tenantable condition as prior to the damage or destruction. Landlord shall give Tenant written notice of the time that it will take to re-construct and restore the Leased Premises, and Tenant shall have the right to terminate the Lease by written notice to Landlord if: (a) Landlord notifies Tenant that in excess of one hundred twenty (120) days will be required to reconstruct and restore the Leased Premises; (b) reconstruction and restoration of the Leased Premises are not substantially completed within one hundred twenty (120) days after the date of the casualty; or (c) Landlord fails to provide such written notice within such thirty (30) day period. Finally, in the event of such re-construction, Rent shall be apportioned to, and abated for, any period between the date of the casualty and Landlord's completion of the re-construction of the Leased Premises.

19. Eminent Domain.

If the whole of the Land, Building or Leased Premises shall be taken by any public authority under the power of eminent domain, then the then-current Lease Term shall terminate as of the day possession shall be taken by such public authority (or conveyed to such authority in lieu of such taking), and the Rent shall be apportioned up to that day with a proportionate refund by Landlord of any prepaid rent. In the event of any taking under the power of eminent domain (or conveyance to such authority in lieu of such taking), of less than the whole or a part of the Land, Common Areas and/or Building, and such taking or conveyance causes the Leased Premises to be unsuitable for Tenant's operation of its public-school academy in the normal course, including, without limitation, the loss of: (a) access to common areas; (b) ingress or egress to surrounding public roadways; or (c) parking spaces, then Tenant shall have the right to terminate this Lease by written notice to the Landlord. In the event Tenant does not elect to terminate the Lease, Tenant shall be entitled to an equitably reduced Base Rent amount, but Landlord shall be entitled to receive the entire award for any such taking or conveyance, and Tenant shall have no claim against Landlord or the public authority taking (or receiving by conveyance in lieu of taking) the property for the value of any unexpired portion of the term of the then-current Lease Term, and Tenant hereby expressly assigns to Landlord all of its rights in and to any such award. Nothing contained in this Section VIII, §1 shall be deemed to prevent Tenant from making a claim in any eminent domain proceedings for Tenant's moving expenses and for the value of any items of Tenant's property which are compensable in law as trade fixtures, including any Tenant improvements. Finally, Tenant shall have the right to participate in any proceedings with respect to such taking and to recover such compensation as may be awarded to Tenant on account of loss of the unexpired term of this Lease, moving and relocation expenses, depreciation to and removal of Tenant's trade fixtures, personal property, Tenant improvements and such other damages as to which Tenant may be entitled;

20. Assignment & Subletting.

Assignment & Subletting by Tenant. Tenant will not assign this Lease or sublet the Leased Premises, or any part thereof, without the written consent of Landlord, which consent will not be unreasonably withheld or delayed. The foregoing notwithstanding, Tenant may sublet all or any portion of the Leased Premises, or assign this Lease to a parent, subsidiary, affiliate or successor by merger or asset purchase or other such business combination, of Tenant or its affiliates, without Landlord's prior consent. Further, Tenant may, without Landlord's consent, enter what are commonly referred to in the health care real estate industry as timeshare arrangements involving the intermittent use of portions of the Leased Premises;

Landlord Assignments. An assignment or conveyance of all or any part of Landlord's interest in the Lease, the Building, the Land or the Common Areas, or the transfer of all or any portion of the beneficial ownership interest in Landlord, shall constitute the conveyance of an interest in the Leased Premises (a "Landlord Assignment") for purposes of this Section VIII, §3. Landlord shall not engage in a Landlord Assignment without first obtaining the written consent of Tenant, which consent will not be unreasonably withheld or delayed. Landlord shall provide notice to Tenant prior to any Landlord Assignment, and such notice shall contain commercially reasonably detailed information regarding the nature of such Landlord Assignment and the identities of the affected

parties. The Lease, and Tenant's right to the Leased Premises, shall not be terminated or affected by such a Landlord Assignment; instead, the Lease shall remain in full force and effect, including the Option. Finally, and as a condition precedent to the validity of any Landlord Assignment, Landlord shall deliver to Tenant a non-disturbance agreement, in recordable form, that provides that in the event of such Landlord Assignment: (a) Tenant's use, possession and enjoyment of the Leased Premises will not be disturbed, and this Lease will continue in full force and effect, provided Tenant is not in default; and (b) this Lease will automatically and unconditionally become a direct lease between any successor to Landlord's interest, as landlord, as if such successor were the landlord originally named in this Lease;

21. Subordination of Mortgages.

Subordination. This Lease, and all rights of Tenant hereunder, are subject and subordinate to all mortgages, trust deeds or deeds of trust, that may now or hereafter affect or encumber all or any portion of Landlord's interest in the Leased Premises, hereafter collectively referred to as "**Mortgages.**" This subordination shall apply to every advance made, or to be made, under such Mortgages; to all renewals, modifications, replacements and extensions of such Mortgages; and to "spreaders" and consolidations of such Mortgages. This section shall be self-operative, and no further instrument of subordination shall be required; however, in confirmation of such subordination, Tenant shall from time to time execute, acknowledge and deliver any instrument evidencing or confirming such subordination at Landlord's request, but only to the extent such instrument is reasonably acceptable to Tenant and merely evidences or confirms such subordination. Finally, Landlord shall deliver a reasonably acceptable non-disturbance agreement in recordable form to Tenant, that provides, at a minimum, the following in the event of any foreclosure or conveyance in lieu of foreclosure: (a) Tenant's use, possession and enjoyment of the Leased Premises will not be disturbed, and this Lease will continue in full force and effect, provided Tenant is not in default; and (b) this Lease will automatically and unconditionally become a direct lease between any successor to Landlord's interest, as landlord, as if such successor were the landlord originally named in this Lease.

22. Attornment.

If any mortgagee shall succeed to the rights of Landlord hereunder, then, at the request of such party (hereinafter referred to as "**Successor Landlord**"), Tenant shall attorn to and recognize each Successor Landlord as Tenant's landlord under this Lease and shall promptly execute and deliver any instrument such Successor Landlord may reasonably request to further evidence such attornment. Tenant hereby acknowledges that in the event of such succession, then from and after the date on which the Successor Landlord acquires Landlord's rights and interest under this Lease (the "**Succession Date**"), the rights and remedies available to Tenant under this Lease with respect to any obligations of any Successor Landlord shall be limited to the equity interest of the Successor Landlord in the **Leased Premises**; and the Successor Landlord shall not: (a) be liable for any act, omission or default of Landlord or other prior lessor under this Lease if and to the extent that such act, omission or default occurs prior to the Succession Date; (b) be required to make or complete any tenant improvements or capital improvements, or to repair, restore, rebuild or replace the Premises or any part thereof in the event of damage, casualty or condemnation; or (c) be required to pay any amounts to Tenant that are due and payable, under the express terms of this Lease, prior to the Succession Date; and

23. Tenant's Default & Landlord Remedies.

Tenant's Default. The occurrence of any one or more of the following events, which is not cured as permitted below in this Lease, shall constitute a default under this Lease by Tenant:

a. Tenant shall fail to pay any monthly installment of Rent or other pre-determined & regular monthly payment due hereunder within fifteen (15) days after Landlord's delivery to Tenant of written notice that such payment is past due and owing, *except to the extent Tenant*, promptly and in good faith:

- (i) Notifies Landlord in writing that it disputes the amount, validity or characterization of such charge, expense or other obligation as Additional Rent, which forms the basis for Tenant's alleged default; or
- (ii) Notifies Landlord in writing that, to the extent the charge, expense or other obligation is based on Taxes, Tenant is (or should be) exempt from such Taxes and has contested or will contest the validity of such Taxes;

b. Tenant fails to make any non-periodic payment owed to Landlord under the Lease, other than pre-determined regular monthly payments due hereunder, within forty-five (45) days after Landlord's delivery of written notice that such payment is past-due, accompanied by commercially reasonable backup information;

c. Tenant fails to perform, observe or cure its breach of any material term, condition, covenant or obligation required of it under this Lease, other than a failure to pay Rent, for a period of more than thirty (30) days after Tenant's receipt of written notice from Landlord; provided, however, that if the failure by Tenant is of such nature that it cannot reasonably be cured within thirty (30) days, no default shall be deemed to have occurred if Tenant commences such performance as soon as reasonably possible and thereafter diligently undertakes to continue such performance until the default is cured; or

d. A petition in bankruptcy, insolvency or for reorganization or arrangement is filed against Tenant pursuant to any federal or state statute, and, with respect to any such petition filed against it, Tenant fails to secure a stay or discharge thereof within ninety (90) days after the filing of the same. (e) Tenant files a petition in bankruptcy, insolvency, or for reorganization or arrangement pursuant to any federal or state statute.

Landlord Remedies. In the event that Tenant is in default under the Lease and fails to cure such default within the time-periods specified hereunder, Landlord may, subject to any prohibition or limitation to the contrary under Michigan law:

a. Terminate this Lease, and all the obligations and responsibilities of Landlord and Tenant under this Lease shall terminate, except for those accrued liabilities, obligations and Lease provisions that survive termination, and Tenant shall surrender the Leased Premises to Landlord in the time, manner and condition required under this Lease;

b. Re-enter the Leased Premises via summary proceedings or with the consent of Tenant, evict Tenant and remove all Tenant's personal property therefrom and thereafter; and

c. Subject to Landlord's duty to act in a commercially reasonable manner and to mitigate its damages, Landlord may use commercially reasonable efforts to re-let the Leased Premises as expeditiously as is feasible, and thereafter, receive the rent therefrom.

Limitation of Landlord's Remedies. Tenant, subject to Landlord's duty to mitigate its damages and any other limitations imposed by the laws of the State of Michigan, shall remain liable for Base Rent, less any avails of re-letting, after deducting from such avails the reasonable cost of obtaining possession of the Leased Premises and the reasonable cost of any repairs necessary to prepare it for re-letting. Any and all Rent and other deficiencies payable by Tenant shall be paid monthly and on the date herein provided for the payment of Rent, but only upon Tenant's receipt of an invoice from Landlord and not before.

24. Landlord's Default & Tenant's Remedies.

Landlord's Default. If Landlord commits any of the following acts or omissions, it shall be deemed to constitute a default under the Lease:

a. Landlord fails to pay or otherwise discharge when due by its terms, a payment or non-monetary obligation on any mortgage, deed of trust, deed to secure debt or other encumbrance affecting title to the Leased Premises, the Building or the Land, to which this Lease is subordinate and for which Tenant has not received a Non-Disturbance Agreement as required by this Lease;

b. Landlord fails to perform any duty or obligation specified in this Lease or otherwise engages in any acts in violation of the limitations of this Lease or under Michigan law; or

c. Landlord breaches or fails to satisfy any representation, warranty, promise, covenant or agreement specified in this Lease, including Landlord's repair and maintenance obligations such as snow removal, etc.

Tenant's Remedies. In the event of default by Landlord that remains uncured for more than fifteen (15) days after Landlord's receipt of written notice (*in the case of a payment or monetary default*) from Tenant or thirty (30) days after Landlord's receipt of written notice (*in the case of a non-monetary default*) from Tenant, and in addition to any other rights or remedies Tenant may have under this Lease, at law or in equity (including the right to terminate this Lease), Tenant may, but is not obligated to:

a. Pay such costs, expenses and/or charges not timely paid by Landlord, take actions to cure such non-monetary default or breach by Landlord or otherwise take such other preventative or protective action respecting the Leased Premises and Tenant's business operations, as Tenant, in the exercise of its good faith and in its sole and absolute discretion, reasonably determines to be necessary, appropriate and/or expedient, at the sole expense of Landlord; and

b. In the event that Tenant takes one or more of actions described above, Landlord shall re-pay Tenant the costs and expenses paid by Tenant within ten (10) days after notice from

Tenant that such costs have been incurred, together with interest at the Default Rate and calculated on a *per diem* basis from the date of Tenant's payment until Landlord's re-payment;

c. If Landlord fails to pay the amount requested by Tenant within such ten (10) day period, then Tenant may set off and recoup from Rent and/or any other amounts owed, or to become owed, to Landlord, the amount necessary to satisfy the payment in full of all such indebtedness described above; and

d. If Tenant has not received reimbursement or credit via set off and/or recoupment, for all such amounts expended by Tenant, together with Default Rate interest thereon, by the termination of the Lease or the Expiration Date, Tenant may, at Tenant's sole option, again extend the term of this Lease (but not pursuant to an Option) on the same terms and conditions then in effect, but only until all such amounts owed to Tenant by Landlord have been paid or set off and/or recouped against Rent;

23. **Non-waiver of Default.**

The failure or delay by either Party to enforce or exercise any of the rights, remedies or other provisions of this Lease, shall not be construed to: (a) constitute a waiver thereof; (b) affect the validity or enforceability of any provision of this Lease; or (c) constitute a waiver of the right of either Party to thereafter enforce each and every right, remedy or other provision of this Lease. No waiver of any default and/or breach of the Lease shall be held to be a waiver of any other default and/or breach; and

24. **Notices.**

Any notice required or permitted to be given under this Lease or by applicable law, shall be deemed to have been given if reduced to writing and delivered via electronic mail (with copies sent via regular U.S. Mail), delivered via hand delivery to the Party, mailed by certified mail, postage prepaid and return receipt requested or delivered by nationally recognized, overnight courier, next day delivery, to the notice address of the Party who is to receive such notice. In the case of Tenant, notice shall be delivered to the following individuals at the following addresses:

Mr. Lawrence Givens
President of the Board of Directors
COVENANT HOUSE ACADEMY - DETROIT
30305 Blossom Court
Farmington Hills, Michigan 48331
Email: Lgivens20@hotmail.com

Mr. Terrence M. George
Superintendent
COVENANT HOUSE ACADEMY - DETROIT
1450 25th Street
Detroit, Michigan 48216
Email: tgeorge@chayvs.org

-with a copy to -

Sean M. Walsh, Esq. & Seymour Nayer, Esq.
PLUNKETT COONEY
38505 Woodward Ave., Ste. 100
Bloomfield Hills, MI 48304
Fax: (248) 901-4040 (Fax)
Email: swalsh@plunkettcooney.com

Email: snayer@plunkettcooney.com

In the case of Landlord, notice shall be delivered to the following individuals at the following addresses:

Mr. John J.F. Thorne
Executive Director
DETROIT CATHOLIC PASTORAL ALLIANCE
9200 Gratiot Ave.
Detroit, Michigan 48213
(313) 922-1435
Email: jthorne@dcpasite.com

Mr. Gregory M. Luyt
BOWERMAN, BOWDEN, FORD, CLULO &
LUYT, P.C.
620-A Woodmere
Traverse City, MI 49686
(231) 941-8048
Email: Luyt@traverselaw.com

Notices shall be delivered to the individuals and addresses set forth above or elsewhere in the Lease, but the address of a Party may be changed by giving written notice thereof to the other Party. When delivered personally, such notice shall be deemed given when received or refused. When delivered by certified mail, the notice shall be deemed to have been delivered three (3) business days following deposit in the U.S. Mail. When delivered by nationally recognized overnight courier, the notice shall be deemed received by the Party on the next business day following deposit with such courier. When delivered via electronic mail, the notice shall be deemed to have been delivered the next business day following transmission.

25. **Insurance.** At all times during the Lease Term, Tenant agrees to maintain the following policies of insurance covering the Leased Premises:

Public Liability & Property Damage Insurance. Tenant shall maintain a policy or policies of comprehensive public liability and property damage insurance, which shall provide coverage of not less than One Million Dollars (\$1,000,000) for each injury or death to a person, Three Million Dollars (\$3,000,000) for each occurrence and, in case of property damage, not less than One Million Dollars (\$1,000,000) for any one occurrence, which shall insure against any and all liability for which Tenant is responsible hereunder. The policy or policies carried by Tenant shall name the Landlord as an additional insured, shall contain a clause pursuant to which the insurance carrier or carriers waive all rights of subrogation with respect to losses payable under the policy or policies, and shall provide that it (or they) may not be cancelled or materially changed without at least thirty (30) days' prior written notice to Landlord. Prior to the commencement of the Term, and from time to time thereafter, Tenant shall furnish the Landlord with certificates evidencing the insurance; and

Fire and Extended Coverage Insurance. Landlord shall, throughout the Lease Term, maintain fire and extended coverage insurance on the Building in such amounts, and with such deductibles, as Landlord shall determine in good faith.

Mutual Waiver of Subrogation. Landlord and Tenant hereby waive their rights of recovery against each other for any loss, damage or injury resulting from insured perils to person or property under policies required to be carried hereunder by such Party, occurring in, on and around the Leased Premises, but excluding workers compensation and professional liability coverage. Landlord and

Tenant shall give written notice to their insurers of this mutual waiver of subrogation and obtain endorsements to their respective policies of insurance evidencing that the insurers waive subrogation in furtherance of this provision and said endorsements shall be provided to the opposite party; and

Additional Requirements. Tenant's insurance carrier(s) shall endeavor to provide for not less than thirty (30) days written notification to Landlord prior to termination, cancellation, or material change to any such policies. Certificates of Tenant's insurance shall be provided to Landlord prior to Tenant's occupancy of the Leased Premises. In addition, Tenant shall provide to Landlord Certificates of Tenant's insurance (a) on each anniversary of the Effective Date, and (b) ten (10) days prior to the expiration of each of such policy.

26. Indemnification.

Claims. The terms "Claim" or "Claims," as used in this §26, means all claims, damages, liabilities, losses, demands, liens, encumbrances, fines, penalties, causes of action of any kind, obligations, costs, judgments, interest and awards (including payment of attorneys' fees and costs of litigation and investigation costs) or amounts of any kind or character, including consequential damages, punitive or exemplary damages, whether under judicial proceedings, administrative proceedings or otherwise arising in connection with this Lease, including the performance or breach of this Lease. Claims shall include losses resulting from property damage, pollution, personal injury of any kind, illness, disease, maintenance, cure, loss of parental or spousal consortium, wrongful death, loss of support, death and wrongful termination of employment losses, judgments, penalties, interest, court costs, investigation expenses, and reasonable attorneys' fees. Claims shall also include all reasonable engineering and consulting fees for engineers and consultants selected by a Party.

Indemnification by Tenant. Tenant shall indemnify, defend and hold Landlord harmless of, from and against all Claims arising from or in connection with: (a) the conduct or management of the Leased Premises or any business therein, or any Tenant's Work or Alterations done, or any condition created by Tenant in or about the Leased Premises during the Lease Term, including any and all Liens and encumbrances; (b) any act, omission or negligence of Tenant or any of its subtenants and licensees or their partners, directors, officers, agents, employees, invitees or contractors; (c) any accident, injury or damage whatsoever (unless caused by Landlord's own negligence) occurring in, at or upon the Leased Premises; (d) any breach or default by Tenant in the full and prompt payment and performance of Tenant's obligations under this Lease; (e) any breach by Tenant of any of its warranties and representations under this Lease; and (f) any actions necessary to protect Landlord's interest under this Lease in a bankruptcy proceeding or other proceeding under the Bankruptcy Code. Tenant, upon notice from any or all of Landlord or any Superior Party, shall resist and defend such action or proceeding by counsel reasonably satisfactory to, or selected by, Landlord or such Superior Lessor or Superior Mortgagee;

Indemnification by Landlord. Landlord shall indemnify, defend, protect, and hold Tenant and its all of its ministries, entities, affiliates, employees, agents, invitees, directors, officers, successors and assigns, from and against any and all Claims, including reasonable attorneys' fees, costs and expenses arising out of Landlord's (including Landlord's affiliates, employees, servants, agents, directors, officers, successors and assigns): (a) failure to comply with the terms or conditions of

this Lease; (b) negligence or willful misconduct in performing under or in any way connected with this Lease; or (c) repair, maintenance or use of the Building (exclusive of the Leased Premises), the Common Areas or the Land, except those which shall result, in whole or in part, directly or indirectly, from the negligence or willful misconduct of Tenant or its ministries, entities, affiliates, employees, agents, invitees, directors, officers, successors and assigns;

Limitations & Conditions to Indemnity: The following shall limit and/or condition the Parties' duty to indemnify one another:

a. The Parties' indemnity obligations to one another shall not be construed to negate, abridge or reduce other rights or obligations of indemnity that would otherwise exist under this Lease;

b. If both Parties have an obligation to indemnify the other under the foregoing indemnity provisions, tort comparative fault principles shall be applied to allocate payment between the Parties;

c. The Parties' indemnity obligations shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the indemnifying Party or anyone directly or indirectly employed by the indemnifying Party, under workers' compensation acts, disability benefit acts or other employee benefit acts;

d. The Parties' indemnity obligations shall include indemnification for Claims arising or resulting from materials or substances a Party or the Party's contractors, subcontractors, employees, agents or invitees bring into or on the Leased Premises, the Building or the Land, but only to the extent the Claims arise from the fault or negligence of Party's contractors, subcontractors, employees, agents or invitees in connection with the use and/or handling of such materials or substances;

e. The Parties' indemnity obligations shall include the obligation to promptly, upon receipt of a demand, advance any defense costs incurred by the other Party and timely pay any and all additional costs to defend any Claims;

f. The Parties' indemnity obligations shall include indemnity for Claims resulting or arising from fines, penalties, litigation expenses, attorneys' fees, court costs and expenses of any character, type or description, arising from or attributable to any failure to comply with applicable laws and permits in connection with the performance of the Tenant's Work, Landlord's Work or any repair, maintenance, re-construction or restoration of the Leased Premises, the Building, the Common Areas or the Land;

g. The Parties' indemnity obligations are not limited by insurance coverage, except as otherwise provided in the Lease;

h. The Parties' indemnity obligations shall include indemnity for Claims arising from Lien claims on the part of Tenant's and Landlord's respective material suppliers or workmen;

i. The Parties' indemnity obligations shall survive the termination or expiration of this Lease; and

j. Both Landlord and Tenant agree to give the other party notice of any Claim which may give rise to indemnification and to do so within a commercially reasonable time, following such party's receipt of notice of intent or notice of Claim.

27. **Miscellaneous Provisions.**

a. Tenant's Status. If at any time Tenant determines that this Lease must be modified or terminated in order to: (i) preserve the tax-exempt status of Tenant; (ii) preserve Tenant's ability to receive or retain the federal or state grant monies; (iii) preserve Tenant's licensure; (iv) prevent exposing the Tenant to civil or criminal penalties; or (v) permit Tenant to comply with applicable state or federal laws and regulations, then the parties shall use all due diligence and good faith efforts to conform the Lease in such a manner to address and remedy such condition. If after the exercise of such good faith efforts, the parties determine that the Lease cannot be so conformed, Tenant may terminate this Lease upon thirty (30) day's prior written notice to the Landlord. If Tenant's termination is the result of the negligent or intentional act of Landlord then, in addition to any other rights or remedies available to Tenant, Tenant may, recover as damages from Landlord, and Landlord shall pay to Tenant within ten (10) days following Tenant's demand therefor accompanied by commercially reasonable backup information, Tenant's Unamortized Tenant Improvement Costs, which such obligation shall survive the termination of the Lease;

b. Holdover Tenancy. In the event Tenant, without Landlord's written consent, continues to occupy the Leased Premises after the Expiration Date of any Lease Term or the earlier termination of the Lease, Tenant shall be deemed to be a "**Holdover Tenant**" and shall be required to pay Base Rent at the last-current monthly amount, plus any Additional Rent that becomes owed. Finally, if Tenant's payment of Rent becomes more than sixty (60) days past due, Landlord may elect to terminate the Lease upon providing Tenant with ten (10) days advanced, written notice. If Tenant pays such past-due Rent prior to the expiration of the ten (10) day notice period, however, the Lease shall not be terminated, and Tenant may continue to occupy the Leased Premises as a Holdover Tenant, subject to the terms of the Lease;

c. Governing Law & Limitation of Rights & Remedies. This Lease shall be governed by, construed, interpreted and enforced in accordance with the laws of the State of Michigan, without regard to its conflict of law provisions, and all legal proceedings with respect to this Lease shall be filed either in a Michigan state court of competent jurisdiction located in Wayne County, Michigan, or in the U.S. District Court for the Eastern District of Michigan, Southern Division, and the Parties hereby consent to the personal jurisdiction of such courts and waive any objections to venue. The rights and remedies of the Parties in the event of default by the other Party are intended to be interpreted within the confines and limits imposed under the laws of the State of Michigan and its political subdivisions. No term, condition or provision of this Lease, including the sections on Landlord's Remedies and Tenant's Remedies shall be construed or interpreted so as to provide either Party with rights or remedies in excess of those provided under the laws of the State of Michigan and its political subdivisions, notwithstanding anything contained in this Lease to the contrary;

d. Successors and Assigns. This Lease, and the respective rights and obligations of the Parties hereto, shall inure to the benefit of, and be binding upon, the Parties and their permitted successors and assigns;

e. Severability of Invalid Provisions. If any provision of this Lease shall be held to be invalid, void or unenforceable, the remaining provisions hereof shall not be affected or impaired, and such remaining provisions shall remain in full force and effect;

f. Quiet Enjoyment. Landlord covenants, represents, warrants and agrees that Landlord has full right and power to execute and perform this Lease and to grant the estate demised herein in tenantable condition, and that Tenant, on payment of Rent and performance of the covenants and agreements hereof, shall peaceably and quietly have, hold, and enjoy the Leased Premises, and all rights, easements, appurtenances and privileges belonging or in any way pertaining thereto, during the Lease Term and without interference with Tenant's use of the Leased Premises, molestation or hindrance of any person whomsoever;

g. Surrender of the Premises. Upon the expiration or earlier termination of this Lease, or upon the exercise by Landlord of its right to reenter the Premises without terminating this Lease, Tenant shall immediately surrender the Premises to Landlord, together with all alterations, improvements and other property as provided elsewhere herein, in broom-clean condition and in good order, condition and repair, except for ordinary wear and tear, and damage which Tenant is not obligated to repair, and loss or damage by fire, elements or other casualty, or condemnation. Upon such expiration or termination, Tenant shall have the right to remove its Alterations, trade fixtures and other personal property, but Tenant shall promptly repair any damage caused by any such removal;

h. Right of Entry. Tenant shall permit Landlord and its agents, employees, and representatives to enter into or upon the Leased Premises at all reasonable times after reasonable notice under the circumstances, for the purpose of inspecting the Leased Premises or repairing or maintaining the Building or the Leased Premises. Landlord's access to the Leased Premises shall not unreasonably interfere with Tenant's use of the Leased Premises in the normal course;

i. Complete Agreement; Amendments. This Lease constitutes the entire agreement between the Parties with respect to the Leased Premises; it supersedes all previous understandings and agreements between the parties with respect to the Leased Premises, whether verbal, in writing or implied; no oral or implied representation or understandings shall vary its terms; and it may not be amended except by written instrument executed by both Parties;

j. Joint Effort. The preparation of this Lease has been a joint effort of Landlord and Tenant, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other;

k. Calculation of Time. Unless specifically stated otherwise, any reference to a specific period of days shall be interpreted as a reference to calendar days; provided however, that if such period would otherwise end on a Saturday, Sunday or generally recognized holiday, then the period shall be deemed to end on the next business day;

l. Force Majeure. Landlord and Tenant shall be excused for the period of any delay in performing any obligations under this Lease by reason of the wrongful or negligent acts or omissions of the other party, their agents, employees, or contractors, or by reason of labor disputes, civil disturbance, war, war-like operations, invasions, rebellion, hostilities, military or usurped power, sabotage, governmental regulations or controls, fires or other casualty, or acts of God (referred to collectively herein as "*Force Majeure*"). Notwithstanding the foregoing: (i) nothing contained in this subsection of the Lease shall excuse either party from paying in a timely fashion any payments due under the terms of this Lease; (ii) with respect to Landlord's completion of Landlord's Work, no delay in the performance of such obligations shall be excused by reason of Force Majeure unless Landlord notifies Tenant of the delay within three (3) business days of the event giving rise to such delay; (iii) no delay in the performance of any obligations shall be excused if caused by applicable laws in effect on the Effective Date or the implementation of same;

m. Counterparts and Signatures. This Lease may be executed in one or more counterparts by the different parties to this Lease, each of which shall be deemed an original, and all of which together shall constitute one and the same document. Signatures to this Lease that are transmitted via facsimile, electronically, or by PDF shall be deemed to constitute original signatures;

n. Survival. Notwithstanding the termination of this Lease, the parties shall carry out any provisions hereof which contemplate performance subsequent to termination. The termination of this Lease shall not in any way affect any liability or other obligation of the parties which may have accrued prior to the date of termination; and

o. Authority. Landlord and Tenant each hereby represents to the other that it is an entity duly formed and validly existing and in good standing under the laws of its state of organization and qualified to do business in the state in which the Premises are located, and that the execution this Lease will not result in or constitute a default or event that would be, or with notice or the lapse of time would be, a default, breach, or violation of the organizational instruments governing it or any agreement or any order or decree of any court or other governmental authority to which it is a party or to which it is subject; and that the individuals executing this Lease on its behalf have the authority to do so.

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

LANDLORD:

Detroit Catholic Pastoral Alliance

a Domestic Non-Profit Corporation

By: 

Printed Name: John J.F. Thorne

Its: Executive Director

TENANT:

Covenant House Academy - Detroit

a Michigan Public Academy and Non-Profit Agency

By: 

Printed Name: Lawrence Givens

Its: President

CERTIFICATE OF USE AND OCCUPANCY

PERMANENT

Michigan Department of Labor & Economic Growth
Bureau of Construction Codes/Building Division
P. O. Box 30254
Lansing, MI 48909
(317) 241-9317

Building Permit No. B024723
Covenant House Michigan
2959 Martin Luther King
Detroit, 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 110.0 OF THE STATE BUILDING CODE. THIS SHALL SUPERSEDE AND VOID ANY PREVIOUS APPROVAL OF USE AND OCCUPANCY.



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

June 15, 2007

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. B033551
Covenant House Academy Southwest
1450 25th Street
Detroit, Michigan
Wayne County

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

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



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

September 27, 2012