A

CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY
AND RELATED DOCUMENTS

ISSUED BY

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

ISSUED TO

DETROIT ACHIEVEMENT ACADEMY
(A PUBLIC SCHOOL ACADEMY)

CONFIRMING THE STATUS OF

DETROIT ACHIEVEMENT ACADEMY

AS A

PUBLIC SCHOOL ACADEMY

DATED:
JULY 1, 2020
GENERAL INDEX

Contract Schedules

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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 Detroit Achievement Academy (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.


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.

c) **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 5.2. *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 Kindergarten through Eighth (K-8) 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
Section 6.1. 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 8.2. 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 10.8. 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.


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: Detroit Achievement Academy  
7000 Outer Drive  
Detroit, MI 48235

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.

[IntENTIONALLY LEFT BLANK]
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 Contract.

DETROIT ACHIEVEMENT ACADEMY  

By: ____________________________________  
   05 / 14 / 2020  
   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 FEBRUARY 7, 2020:

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

WHEREAS, the Board of Trustees of Grand Valley State University, at its
meeting on February 8, 2013, initially authorized the issuance of a contract to
charter Detroit Achievement Academy (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 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 13th day of February 2020.

[Signature]
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:

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<th># of Academy Board positions</th>
<th># required for Quorum</th>
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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:

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<tr>
<th># of Academy Board positions</th>
<th># for Quorum</th>
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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:

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<tr>
<th>Name</th>
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* 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.

[Signature]

Terri L. Losey, Secretary
Board of Trustees
Grand Valley State University
Detroit Achievement Academy

Current Board Members:
- Ms. Sarah Beaubien. Term Expires June 30, 2020
- Ms. Meghan Moynihan. Term Expires June 30, 2021
- Gregory DeMars. Term Expires June 30, 2021
- Mr. Jared Stasik. Term Expires June 30, 2019
- Mr. Michael Hernandez. Term Expires June 30, 2019
- Mr. Lewis Butler. Term Expires June 30, 2020
- Joe Tate. Term Expires June 30, 2020

Founding Board Members:
- Sarah V. Beaubien
- Amy M. Berkhoudt
- Lewis Butler
- Michael A. Hernandez
CERTIFIED COPY OF RESOLUTION ADOPTED BY THE BOARD OF TRUSTEES OF GRAND VALLEY STATE UNIVERSITY ON FEBRUARY 8, 2013:

Authorization of Detroit Achievement Academy 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 Detroit Achievement Academy (“Academy”), located at 15000 Southfield Road, Detroit, Michigan 48223, 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.

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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:

<table>
<thead>
<tr>
<th># of Academy Board positions</th>
<th># for Quorum</th>
<th># required to act</th>
</tr>
</thead>
<tbody>
<tr>
<td>Five (5)</td>
<td>Three (3)</td>
<td>Three (3)</td>
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<tr>
<td>Seven (7)</td>
<td>Four (4)</td>
<td>Four (4)</td>
</tr>
<tr>
<td>Nine (9)</td>
<td>Five (5)</td>
<td>Five (5)</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th>Name</th>
<th>Term Expiration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sarah V. Beaubien</td>
<td>1 year term expiring June 30, 2014</td>
</tr>
<tr>
<td>Amy M. Berkhoudt</td>
<td>2 year term expiring June 30, 2015</td>
</tr>
<tr>
<td>Lewis Butler</td>
<td>2 year term expiring June 30, 2015</td>
</tr>
<tr>
<td>Michael A. Hernandez</td>
<td>3 year term expiring June 30, 2016</td>
</tr>
</tbody>
</table>

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 12th day of February 2013.

[Signature]
Teri L. Losey, Secretary
Board of Trustees
Grand Valley State University
SCHEDULE 2

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

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

1. The present name of the corporation is:
   
   Detroit Achievement

2. The identification number assigned by the Bureaus is: 800936100

3. All former names of the corporation are:
   
   None.

4. The date of filing the original Articles of Incorporation was: January 17, 2013.

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: Detroit Achievement Academy.

The authorizing body for the corporation is: Grand Valley State University ("GVSU") Board of Trustees, ("Board of Trustees"), 1 Campus Drive, Allendale, Michigan 49401.
ARTICLE II

The purposes for which the corporation is organized are:

1. 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.

2. The corporation, including all activities incident to its purposes, shall at all times be conducted so as to be a governmental entity pursuant to Section 115 of the United States Internal Revenue Code ("IRC") or any successor law. Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activity not permitted to be carried on by a governmental instrumentality exempt from federal income tax under Section 115 of the IRC or by a nonprofit corporation organized under the laws of the State of Michigan and subject to a Contract authorized under the Code.

ARTICLE III

1. The corporation is organized upon a Nonstock basis.

2. 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.

3. The corporation is organized on a Directorship basis.
ARTICLE IV

1. The name of the resident agent at the registered office: Kyle Smitley

2. The address of the registered office is:
   7000 W. Outer Drive, Detroit, MI 48235

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

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:

<table>
<thead>
<tr>
<th># of Academy Board positions</th>
<th># required for Quorum</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Four (4)</td>
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<tr>
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<td>Five (5)</td>
</tr>
</tbody>
</table>

   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:
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 director, 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:

Detroit Achievement
Restated Articles of Incorporation
42909164074223051183.v1
(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**

The 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.

May 12, 2020  LB

These Restated Articles of Incorporation were duly adopted on the______ day of February, 2020, by a written consent of all the directors pursuant to Section 525 of the Act.

Signed this______ day of February, 2020.

[Signature]

05 / 14 / 2020

Lewis Butler, President
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<tr>
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<td>7. Secretary</td>
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<td>8. Treasurer</td>
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</tbody>
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BYLAWS
OF
DETROIT ACHIEVEMENT ACADEMY

ARTICLE I
NAME

This organization shall be called Detroit Achievement Academy, DAA, 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 7000 W Outer Dr, Detroit, MI. The registered agent is Kyle Smitley. 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:

<table>
<thead>
<tr>
<th># of Academy Board positions</th>
<th># required for Quorum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Five (5)</td>
<td>Three (3)</td>
</tr>
<tr>
<td>Seven (7)</td>
<td>Four (4)</td>
</tr>
<tr>
<td>Nine (9)</td>
<td>Five (5)</td>
</tr>
</tbody>
</table>

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:

<table>
<thead>
<tr>
<th># of Academy Board positions</th>
<th># for Quorum</th>
<th># required to act</th>
</tr>
</thead>
<tbody>
<tr>
<td>Five (5)</td>
<td>Three (3)</td>
<td>Three (3)</td>
</tr>
<tr>
<td>Seven (7)</td>
<td>Four (4)</td>
<td>Four (4)</td>
</tr>
<tr>
<td>Nine (9)</td>
<td>Five (5)</td>
<td>Five (5)</td>
</tr>
</tbody>
</table>

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.


**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 of 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 depositors 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 be 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 Complied 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 10th day of June 2019.

[Signature]
Board President
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 Detroit Achievement Academy ("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: [Signature]
Joseph L. Fielke, Director
Bureau of State and Authority Finance
Michigan Department of Treasury

Date: Feb. 25, 2013
SCHEDULE 5

MASTER CALENDAR OF REPORTING REQUIREMENTS
## Master Calendar of Reporting Requirements

### July 1, 2020 – June 30, 2021

<table>
<thead>
<tr>
<th>DUE DATE</th>
<th>REPORT DESCRIPTION</th>
<th>SUBMIT TO:</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 11</td>
<td>Board Adopted 2020-2021 School Calendar/School Day Schedule.</td>
<td>CSO</td>
</tr>
<tr>
<td>July 11</td>
<td>Board adopted Annual Calendar of Regularly Scheduled Meetings for 2020-2021.</td>
<td>CSO</td>
</tr>
<tr>
<td>July 11</td>
<td>Board Adopted Annual Operating Budget for the General Fund and School Service Fund for 2020-2021.</td>
<td>CSO</td>
</tr>
<tr>
<td>July 11</td>
<td>Copy of Notice of Public Hearing for Annual Operating Budget for 2020-2021.</td>
<td>CSO</td>
</tr>
<tr>
<td>July 11</td>
<td>Budgeted Enrollment Number for 2010-2021.</td>
<td>CSO</td>
</tr>
<tr>
<td>July 25</td>
<td>DS-4168 Report of Days and Clock Hours of Pupil Instruction for 2019-2020 academic year, if applicable (See MDE website, <a href="http://www.michigan.gov/mde">www.michigan.gov/mde</a>, for MDE due date and form).</td>
<td>CSO</td>
</tr>
<tr>
<td>August 3</td>
<td>Board Resolution appointing Chief Administrative Officer for 2020-2021. Must be a board member.</td>
<td>CSO</td>
</tr>
<tr>
<td>August 3</td>
<td>Board Resolution appointing Freedom of Information Act Coordinator for 2020-2021.</td>
<td>CSO</td>
</tr>
<tr>
<td>August 3</td>
<td>Board Designated Legal Counsel for 2020-2021</td>
<td>CSO</td>
</tr>
<tr>
<td>August 3</td>
<td>School Safety Liaison for 2020-2021.</td>
<td>CSO</td>
</tr>
<tr>
<td>August 15</td>
<td>Special Education Data Report; Special Education Procedures; Section 504 Data Report. Use GVSU Templates located within the task in Epicenter.</td>
<td>CSO</td>
</tr>
<tr>
<td>August 29</td>
<td>4th Quarter Financial Statements – quarter ending 06/30.</td>
<td>CSO</td>
</tr>
<tr>
<td>September 6</td>
<td>GVSU Check Directions (Where do we send checks for the 2020-2021 year?).</td>
<td>CSO</td>
</tr>
<tr>
<td>September 6</td>
<td>Updated Waitlist Number for 2020-2021.</td>
<td>CSO</td>
</tr>
<tr>
<td>September 6</td>
<td>Board approved Student Handbook 2020-2021.</td>
<td>CSO</td>
</tr>
<tr>
<td>September 6</td>
<td>Board approved Employee Handbook 2020-2021.</td>
<td>CSO</td>
</tr>
<tr>
<td>September 6</td>
<td>Copy of School Improvement Plan covering 2020-2021 academic year. * Not required for 2020-2021 school year.</td>
<td>CSO</td>
</tr>
<tr>
<td>September 6</td>
<td>School Information Update- See Epicenter Task for template.</td>
<td>CSO</td>
</tr>
<tr>
<td>September 6</td>
<td>School Contacts Update Certification.</td>
<td>CSO</td>
</tr>
<tr>
<td>October 3</td>
<td>Completed PSA Insurance Questionnaires. See Epicenter Task for template.</td>
<td>CSO</td>
</tr>
<tr>
<td>October 3</td>
<td>Staff Roster (GVSU Format).</td>
<td>CSO</td>
</tr>
<tr>
<td>October 3</td>
<td>Annual Nonprofit Corporation Information Update for 2020.</td>
<td>CSO</td>
</tr>
<tr>
<td>October 3</td>
<td>Board adoption of the Statewide Safety Information Policy (see MCL 380.1308 for more information.</td>
<td>CSO</td>
</tr>
<tr>
<td>October 11</td>
<td>Unaudited Count Day Submission.</td>
<td>CSO</td>
</tr>
<tr>
<td>October 11</td>
<td>Criminal History Record Registration- New Schools.</td>
<td>CSO</td>
</tr>
<tr>
<td>DUE DATE</td>
<td>REPORT DESCRIPTION</td>
<td>SUBMIT TO:</td>
</tr>
<tr>
<td>-----------</td>
<td>-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>October 11</td>
<td>DS-4898 PSA Preliminary Pupil Membership Count for September 2020 Enrollment and Attendance for 1st &amp; 2nd Year PSAs and Academies who added grade levels. (See MDE website, <a href="http://www.michigan.gov/mde">www.michigan.gov/mde</a> for MDE due date).</td>
<td>CSO</td>
</tr>
<tr>
<td>October 30</td>
<td>Audited Financial Statements for fiscal year ending June 30, 2020. (See MDE Website, <a href="http://www.michigan.gov/mde">www.michigan.gov/mde</a>, for MDE due date.</td>
<td>CSO</td>
</tr>
<tr>
<td>October 30</td>
<td>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.</td>
<td>CSO</td>
</tr>
<tr>
<td>October 30</td>
<td>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.</td>
<td>CSO</td>
</tr>
<tr>
<td>October 30</td>
<td>1st Quarter Financial Statements – quarter ending 09/30.</td>
<td>CSO</td>
</tr>
<tr>
<td>December 2</td>
<td>Special Education Population Data request sheet.</td>
<td>CSO</td>
</tr>
<tr>
<td>December 13</td>
<td>Transparency Page Update Certification.</td>
<td>CSO</td>
</tr>
<tr>
<td>January 10</td>
<td>Hylant Insurance Policy Submission.</td>
<td>CSO</td>
</tr>
<tr>
<td>January 13</td>
<td>Staff Roster (GVSU Format).</td>
<td>CSO</td>
</tr>
<tr>
<td>January 13</td>
<td>School Contacts Update Certification.</td>
<td>CSO</td>
</tr>
<tr>
<td>January 30</td>
<td>2nd Quarter Financial Statements – quarter ending 12/31.</td>
<td>CSO</td>
</tr>
<tr>
<td>January 30</td>
<td>Board Member Annual Conflict of Interest.</td>
<td>CSO</td>
</tr>
<tr>
<td>January 30</td>
<td>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.</td>
<td>CSO</td>
</tr>
<tr>
<td>February 21</td>
<td>Unaudited Winter Count Day Submission.</td>
<td>CSO</td>
</tr>
<tr>
<td>March (TBD)</td>
<td>Anti-Bullying Policy, in accordance with Matt’s Safe School Law (new schools).</td>
<td>CSO</td>
</tr>
<tr>
<td>April 1</td>
<td>Special Education: Maintenance of Effort (MOE) Eligibility Test submitted through Catamaran. Please download PDF or Excel and submit.</td>
<td>CSO</td>
</tr>
<tr>
<td>April 27</td>
<td>3rd Quarter Financial Statements – quarter ending 03/31.</td>
<td>CSO</td>
</tr>
<tr>
<td>May 15</td>
<td>Notice of Open Enrollment &amp; Lottery Process or Open Enrollment &amp; Lottery Process Board Policy for 2020-2021. Must include board approved offered seat schedule.</td>
<td>CSO</td>
</tr>
<tr>
<td>June 4</td>
<td>Certificate of Boiler Inspection covering years 2021-2022.</td>
<td>CSO</td>
</tr>
<tr>
<td>June 27</td>
<td>Waitlist for 2021-2022.</td>
<td>CSO</td>
</tr>
<tr>
<td>June 27</td>
<td>Number of graduates in Class of 2021. Enter directly into Epicenter.</td>
<td>CSO</td>
</tr>
<tr>
<td>DUE DATE</td>
<td>REPORT DESCRIPTION</td>
<td>SUBMIT TO:</td>
</tr>
<tr>
<td>---------------</td>
<td>------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>June 27</td>
<td>Amount of scholarship dollars received for class of 2021. Enter directly into Epicenter.</td>
<td>CSO</td>
</tr>
<tr>
<td>June 27</td>
<td>Board Approved Amended Budget for 2020-2021 fiscal year (or statement that budget has been reviewed and no amendment was needed).</td>
<td>CSO</td>
</tr>
<tr>
<td>June 27</td>
<td>2020-2021 Log of emergency drills, including date, time and results. See Epicenter Task for template.</td>
<td>CSO</td>
</tr>
<tr>
<td>June 27</td>
<td>Board adopted Letter of Engagement for year ending June 30, 2021, independent financial audit.</td>
<td>CSO</td>
</tr>
<tr>
<td>June 27</td>
<td>Food service license expiring 04/30/2021.</td>
<td>CSO</td>
</tr>
<tr>
<td>June 27</td>
<td>Special Education Population Data request sheet.</td>
<td>CSO</td>
</tr>
</tbody>
</table>

**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.*

<table>
<thead>
<tr>
<th>DUE DATE</th>
<th>REPORT DESCRIPTION</th>
<th>SUBMIT TO:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date notice is posted</td>
<td>Academy Board Meeting Record of Postings – cancellations, changes, special meetings, emergency etc. Must include time and date of actual posting.</td>
<td>CSO</td>
</tr>
<tr>
<td>14 days after Board meeting</td>
<td>Draft Academy Board Meeting Minutes and Resolutions of regular, special &amp; emergency board meetings.</td>
<td>CSO</td>
</tr>
<tr>
<td>14 days after Board approval</td>
<td>Approved Academy Board Meeting Minutes and Resolutions of regular, special &amp; emergency board meetings.</td>
<td>CSO</td>
</tr>
<tr>
<td>30 business days after board approval</td>
<td>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.</td>
<td></td>
</tr>
<tr>
<td>14 days after Board approval</td>
<td>Oath of Office and written acceptance for each Board Member.</td>
<td>CSO</td>
</tr>
<tr>
<td>10 business days after Board approval</td>
<td>Board adopted <em>Amended</em> Budget and General Appropriations Resolution.</td>
<td>CSO</td>
</tr>
<tr>
<td>10 days of receipt</td>
<td>Correspondence received from the Michigan Department /State Board of Education requiring a formal response.</td>
<td>CSO</td>
</tr>
<tr>
<td>10 days of receipt</td>
<td>Correspondence received from the Health Department requiring a formal response.</td>
<td>CSO</td>
</tr>
<tr>
<td>DUE DATE</td>
<td>REPORT DESCRIPTION</td>
<td>SUBMIT TO:</td>
</tr>
<tr>
<td>--------------------------------</td>
<td>-------------------------------------------------------------------------------------</td>
<td>------------</td>
</tr>
<tr>
<td>10 days of receipt</td>
<td>Written notice of litigation or formal proceedings involving the Academy.</td>
<td>CSO</td>
</tr>
<tr>
<td>30 days prior to board execution</td>
<td>Board proposed draft Educational Management Company Agreements or Amendments thereto.</td>
<td>CSO</td>
</tr>
<tr>
<td>5 business days of receipt</td>
<td>Request and Responses to Freedom of Information Requests.</td>
<td>CSO</td>
</tr>
</tbody>
</table>

**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.*

<table>
<thead>
<tr>
<th>REPORT DESCRIPTION</th>
<th>SUBMIT TO:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Articles of Incorporation. Must have GVSU Board approval before modifying.</td>
<td>CSO</td>
</tr>
<tr>
<td>Board of Director Bylaws.</td>
<td>CSO</td>
</tr>
<tr>
<td>Educational Service Provider Agreements/Amendments</td>
<td>CSO</td>
</tr>
<tr>
<td>Academy’s Educational Goals.</td>
<td>CSO</td>
</tr>
<tr>
<td>Office of Fire Safety (OFS-40) – original occupancy permit and permits for renovations/additions, etc.</td>
<td>CSO</td>
</tr>
<tr>
<td>Lease, Deed of Premises or Rental Agreement and subsequent amendments (includes modular units).</td>
<td>CSO</td>
</tr>
<tr>
<td>Curriculum including any additions/deletions.</td>
<td>CSO</td>
</tr>
<tr>
<td>Communicable Disease Curriculum (including minutes of board approval).</td>
<td>CSO</td>
</tr>
<tr>
<td>Job Descriptions for all employee groups</td>
<td>CSO</td>
</tr>
</tbody>
</table>

**REQUIRED BOARD POLICIES**

- **Board adopted Purchasing Policy** (date of approval or revision). Reference: MCL 380.1267, MCL 380.1274
- **Use of Medications Policy** (date of approval or revision). Reference: MCL 380.1178, 380.1178a, 380.1179
- **Harassment of Staff or Applicant Policy** (date of approval or revision). Reference: MCL 380.1300a
- **Harassment of Students Policy** (date of approval or revision) Reference: MCL 380.1300a
- **Search and Seizure Policy** (date of approval or revision). Reference: MCL 380.1306
- **Emergency Removal, Suspension and Expulsion of Students Policy** (date of approval or revision). Reference: MCL 380.1307
<table>
<thead>
<tr>
<th>Reference: MCL 380.1309; MCL 380.1312(8)&amp;(9); MCL 37.1402</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Parent/Guardian Review of Instructional Materials &amp; Observation of Instructional Activity Policy</strong> (date of approval or revision). Reference: MCL 380.1137</td>
<td>CSO</td>
</tr>
<tr>
<td><strong>Board Member Reimbursement of Expenses Policy</strong> (date of approval or revision). Reference: MCL 380.1254; MCL 388.1764b</td>
<td>CSO</td>
</tr>
<tr>
<td><strong>Equal Access for Non-School Sponsored Student Clubs and Activities Policy</strong> (date of approval or revision). Reference: MCL 380.1299</td>
<td>CSO</td>
</tr>
<tr>
<td><strong>Electronic or Wireless Communication Devices Policy</strong> (date of approval or revision). Reference: MCL 324.8316, 380.1256</td>
<td>CSO</td>
</tr>
<tr>
<td><strong>Preparedness for Toxic Hazard and Asbestos Hazard Policy</strong> (date of approval or revision). Reference: 42 USC §§ 1751, 1758, 1766; 42 USC § 1773</td>
<td>CSO</td>
</tr>
<tr>
<td><strong>Nondiscrimination and Access to Equal Educational Opportunity Policy</strong> (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.</td>
<td>CSO</td>
</tr>
<tr>
<td><strong>Academy Deposit Policy</strong> (date of approval or revision). PA 105 of 1855, being MCL 21.146, Section 11.10 of the Charter Contract</td>
<td>CSO</td>
</tr>
<tr>
<td><strong>Parental Involvement Policy</strong> (date of approval or revision). Reference: MCL 380.1294</td>
<td>CSO</td>
</tr>
<tr>
<td><strong>Wellness Policy</strong> (date of approval or revision). Reference: 42 USC §§ 1751, 1758, 1766; 42 USC § 1773</td>
<td>CSO</td>
</tr>
<tr>
<td><strong>Corporal Punishment Policy</strong> (date of approval or revision). Reference: MCL 380.1312(8)&amp;(9); MCL 380.1310b</td>
<td>CSO</td>
</tr>
<tr>
<td><strong>Anti-Bullying Policy (Matt’s Safe School Law)</strong> (date of approval or revision).</td>
<td>CSO</td>
</tr>
<tr>
<td><strong>Cardiac Emergency Response Plan</strong> (date of approval or revision). Reference: MCL 29.19</td>
<td>CSO</td>
</tr>
<tr>
<td><strong>Emergency Operations Plan</strong> (date of approval or revision). Reference: MCL 380.1308</td>
<td>CSO</td>
</tr>
<tr>
<td><strong>Data Breach Response Plan</strong> (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.</td>
<td>CSO</td>
</tr>
</tbody>
</table>
## 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.

<table>
<thead>
<tr>
<th>DUE DATE</th>
<th>REPORT DESCRIPTION</th>
<th>SUBMIT TO:</th>
</tr>
</thead>
<tbody>
<tr>
<td>TBD</td>
<td>Student Count Day for State Aid F.T.E.</td>
<td>No submission required.</td>
</tr>
<tr>
<td>August</td>
<td>4094 Transportation Report from 18-19.</td>
<td>CEPI (online)</td>
</tr>
<tr>
<td>September</td>
<td>SE-4096 Special Education Actual Cost Report (Contact ISD for due date).</td>
<td>ISD</td>
</tr>
<tr>
<td>October</td>
<td>Eye Protection Certificate (#4527 Certification of Eye Protective Devices Electronic Grant System [MEGS] if applicable).</td>
<td>CEPI</td>
</tr>
<tr>
<td>October</td>
<td>Certification of Constitutionally Protected Prayer.</td>
<td>MDE</td>
</tr>
<tr>
<td>October</td>
<td>SE-4094 Transportation Expenditure Report (Contact ISD for due date).</td>
<td>ISD</td>
</tr>
<tr>
<td>October 1 – October 31 (as scheduled)</td>
<td>Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.</td>
<td>No submission needed.</td>
</tr>
<tr>
<td>Oct/Nov</td>
<td>Deadline for MEIS/Single Record Student Database (“SRSD”) electronic file (Contact the local ISD for due date).</td>
<td>CEPI</td>
</tr>
<tr>
<td>November</td>
<td>Deadline for Immunization Records Report – IP100. (Contact Health Dept. for due date).</td>
<td>Local Health Dept.</td>
</tr>
<tr>
<td>November 14</td>
<td>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.</td>
<td>CEPI</td>
</tr>
<tr>
<td>Nov/Dec</td>
<td><strong>Special Education Count on MI-CIS.</strong> 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).</td>
<td>ISD</td>
</tr>
<tr>
<td>December 1 - December 31 (as scheduled)</td>
<td>Teacher Certification/Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.</td>
<td>No submission required.</td>
</tr>
<tr>
<td>Nov/Dec</td>
<td>Registry of Educational Personnel (REP) Submission.</td>
<td>MI Dept. of Treasury</td>
</tr>
<tr>
<td>December 30</td>
<td>Municipal Finance Qualifying Statement, if applicable (online submission).</td>
<td></td>
</tr>
<tr>
<td>January</td>
<td>*Special Education Findings – January Strand Report for: B-11, B-12. Data review and complete corrective actions if required.</td>
<td>Catamaran</td>
</tr>
<tr>
<td>Feb 1</td>
<td>Deadline for Immunization Record Report – IP100 (Contact Health Dept. for due date). A financial penalty of 5% of a school’s state aid</td>
<td>Local Health Dept.</td>
</tr>
<tr>
<td>DUE DATE</td>
<td>REPORT DESCRIPTION</td>
<td>SUBMIT TO:</td>
</tr>
<tr>
<td>--------------</td>
<td>-------------------------------------------------------------------------------------</td>
<td>--------------------------</td>
</tr>
<tr>
<td>Feb</td>
<td>Supplemental Student Count for State Aid F.T.E.</td>
<td>No submission required.</td>
</tr>
<tr>
<td>March</td>
<td>FS-4731-C – Count of Membership Pupils eligible for free/reduced breakfast, lunch or milk (official date TBD).</td>
<td>MDE</td>
</tr>
<tr>
<td>March</td>
<td>MEIS/Single Record Student Database (“SRSD”) electronic file (Contact local ISD for due date.)</td>
<td>ISD, CEPI</td>
</tr>
<tr>
<td>March</td>
<td><strong>Special Education: Maintenance of Effort (MOE) Eligibility Test.</strong></td>
<td>Catamaran (online)</td>
</tr>
<tr>
<td>May 1 – May 31 (as scheduled)</td>
<td>Teacher Certification/ Criminal Background Check/Unprofessional Conduct. This is an onsite review scheduled and conducted by Quality Performance Resource Group. No submission required.</td>
<td>No submission required.</td>
</tr>
<tr>
<td>May</td>
<td>*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.</td>
<td>Catamaran</td>
</tr>
<tr>
<td>June</td>
<td>MEIS/ Single Record Student Database (“SRSD”) electronic file (Contact local ISD for due date).</td>
<td>ISD, CEPI</td>
</tr>
<tr>
<td>June</td>
<td>Registry of Educational Personnel (REP).</td>
<td>CEPI</td>
</tr>
<tr>
<td>June</td>
<td>School Infrastructure Database (SID).</td>
<td>CEPI</td>
</tr>
<tr>
<td>June</td>
<td><strong>4107 – Bus inventory</strong></td>
<td>CEPI (online)</td>
</tr>
</tbody>
</table>

*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/](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=/](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”
Amendment to HR Charter Consulting, LLC (HRCC) Client Service Agreement for Detroit Achievement Academy/Detroit Prep, Academy (DAA & DPA)

This is the THIRD amendment to the CLIENT SERVICE AGREEMENT ("Third Amendment") is made into this ___30th___ day of June, 2019, and to be effective July 1, 2019 by and between HR Charter Consulting, LLC a Michigan Limited Liability company ("HRCC"), Detroit Achievement Academy and Detroit Prep Academy Michigan entities ("Client").

RECITALS:

WHEREAS, HRCC and Client entered in to a Client Service Agreement (the "Agreement"), as amended, signed February 4, 2014, effective August 1, 2013 to better meet Clients' core business in human resource-related areas; and

WHEREAS, Client and HRCC wish to amend the Agreement;

NOW, THEREFORE, Client and HRCC agree as follows:

1. Term of Agreement, Section 4 of the Client Service Agreement be amended to July 1, 2019 through June 30, 2022.
2. Section 5.a. Fees, HRCC will bill DAA 3.15% of gross payroll for term listed in #1 (no change).
3. No other changes. Other than as set forth in this First Amendment, no other terms or conditions of the Agreement are hereby altered, modified or amended.

The parties have entered into this Third Amendment as of the date first set forth above.

Detroit Achievement Academy:

I certify the Amendment above has been approved by the Board of Directors of the DAA.

By: [Signature]
Board of Director – (President or Secretary)

HR Charter Consulting, LLC

By: [Signature]
Daniel S. Barcheski, Member
Amendment to HR Charter Consulting, LLC (HRCC) Client Service Agreement for Detroit Achievement Academy (DAA)

This SECOND amendment to the CLIENT SERVICE AGREEMENT (“Second Amendment”) is made this 25th day of September, 2017, and to be effective July 29, 2016 by and between HR Charter Consulting, LLC a Michigan Limited Liability Company (“HRCC”) and Detroit Achievement Academy, a Michigan Non-Profit Corporation (“Client”), and Detroit Prep, a Michigan Non-Profit Corporation (“Client 2”)

RECITALS:

WHEREAS, HRCC and Client entered into a Client Service Agreement (the “Agreement”), as amended, signed February 4th, 2014, effective August 1st, 2013; and as amended June 30th, 2016 and effective July 1st, 2016 (First Amendment) to better meet Clients’ core business in human resource-related areas; and

WHEREAS, Client and HRCC wish to amend the Agreement;

NOW, THEREFORE, Client and HRCC agree as follows:

1. Client agrees that Detroit Prep (Client 2) will become a party to its original agreement, inclusive of the First Amendment, as noted above.
2. Client 2 agrees to be bound by the original agreement and subsequent amendments as referenced.
3. No other changes. Other than as set forth in this Second Amendment, no other terms or conditions of the Agreement or First Amendment are hereby altered, modified or amended.

The parties have entered into this Second Amendment as of the effective date first set forth in the preamble above.

Detroit Achievement Academy:

I certify the Amendment above has been approved by the Board of Directors of the DAA.

By: ________________________________
   Member, Board of Directors – (President or Secretary)

Detroit Prep:

I certify the Amendment above has been approved by the Board of Directors of the DAA.

By: ________________________________
   Member, Board of Directors – (President or Secretary)

HR Charter Consulting, LLC

By: ________________________________
   Daniel S. Barcheski, Member
Amendment to HR Charter Consulting, LLC (HRCC) Client Service Agreement for Detroit Achievement Academy (DAA)

This is the FIRST amendment to the CLIENT SERVICE AGREEMENT ("First Amendment") is made into this 30th day of June, 2016, and to be effective July 1, 2016 by and between HR Charter Consulting, LLC, a Michigan Limited Liability company ("HRCC") and Detroit Achievement Academy, a Michigan entity ("Client").

RECITALS:

WHEREAS, HRCC and Client entered into a Client Service Agreement (the "Agreement"), as amended, signed February 4, 2014, effective August 1, 2013 to better meet Clients’ core business in human resource-related areas; and

WHEREAS, Client and HRCC wish to amend the Agreement;

NOW, THEREFORE, Client and HRCC agree as follows:

1. Term of Agreement, Section 4 of the Client Service Agreement be amended to July 1, 2016 through June 30, 2019.
2. Section 5. a. Fees, HRCC will bill DAA 3.15% of gross payroll for term listed in #1.
3. No other changes. Other than as set forth in this First Amendment, no other terms or conditions of the Agreement are hereby altered, modified or amended.

The parties have entered into this First Amendment as of the date first set forth above.

Detroit Achievement Academy:

I certify the Amendment above has been approved by the Board of Directors of the DAA.

By: [Signature]
Board President

Board of Director – (President or Secretary)

HR Charter Consulting, LLC

By: [Signature]
Daniel S. Barcheski, Member
CLIENT SERVICES AGREEMENT

This AGREEMENT is signed this 4th day of FEBRUARY, 2014 and is effective August 1, 2013 by and between Detroit Achievement Academy, whose address is 15000 Southfield, Detroit, MI 48223, and HR CHARTER CONSULTING, LLC, a Michigan limited liability company located at 801 Broadway NW, Suite 200, Grand Rapids, MI 49504.

RECITALS

A. Detroit Achievement Academy is a public school academy organized to provide public school instruction as a charter school located at, 15000 Southfield, Detroit, MI 48223 pursuant to a contract ("Contract") issued by the Grand Valley State University Board of Trustees ("GVSU"). The contract is authorized to carry out the educational program set forth in the Contract. Detroit Achievement Academy is authorized by law to contract with a private entity to provide employee administration and management services.

B. Detroit Achievement Academy operates as a public school academy under the direction of the Detroit Achievement Academy Board of Directors ("Board").

C. HR CHARTER CONSULTING, LLC is a Michigan Corporation with its offices at 801 Broadway NW, Suite 200, Grand Rapids, MI 49504.

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

E. Detroit Achievement Academy desires to engage HR CHARTER CONSULTING, LLC to perform certain services upon the terms and conditions set forth in this Agreement and pursuant to its authority, Detroit Achievement Academy hereby contracts with HR CHARTER CONSULTING, LLC, to the extent permitted by law, specified functions relating to the administration and management services.

F. Detroit Achievement Academy shall designate those employees of HR CHARTER CONSULTING, LLC assigned to Detroit Achievement Academy ("Covered Employees") and having a legitimate need to access
educational records as "school officials" under 20 U.S.C. Section 1232g, the Family Educational Rights and Privacy Act ("FERPA"). HR CHARTER CONSULTING, LLC will comply with FERPA requirements regarding access to, possession and disposition of, educational records.

THEREFORE, the parties agree as follows:

1. **Services Provided by HR CHARTER CONSULTING, LLC.** HR CHARTER CONSULTING, LLC shall provide contract personnel services as outlined in this Agreement. It is understood by the parties that the response to the RFP by Axios, Inc. dated 2/4/14 are considered the same responses by HR CHARTER CONSULTING, LLC as though HR CHARTER CONSULTING, LLC submitted the response to the RFP.

   a) **Selection of Employees.** HR CHARTER CONSULTING, LLC shall employ and assign to Detroit Achievement Academy all such qualified and certified classroom teachers, instructors, and support staff as may be necessary to accomplish the educational mission of Detroit Achievement Academy consistent with the Board approved budget. HR CHARTER CONSULTING, LLC shall comply with all Federal and State statutes and administrative requirements including, but not limited to, the Immigration Reform and Control Act, certification and “highly qualified” requirements for teachers, paraprofessionals and such other staff as necessary and criminal background and unprofessional conduct checks mandated by the Michigan Revised School Code.

   b) **Selection of Employees.** All work force positions of Detroit Achievement Academy shall be covered under this Agreement unless Detroit Achievement Academy decides to employ the Principle.

   c) **Employee Agreements and Compensation.** Detroit Achievement Academy Board of Directors shall establish a budget to fund the costs and fees associated with Covered Employees, as those costs and fees are detailed herein, and those parts of the budget that are subject to this Agreement shall be implemented by HR CHARTER CONSULTING, LLC. The terms and conditions of the employment of each Covered Employee shall be set forth in an employment agreement or other appropriate document or documents between HR CHARTER CONSULTING, LLC and that Covered Employee. In addition to the payroll information detailed herein, information regarding all costs, including the employment costs, annual salary and benefit costs, detailed by Covered Employee, will be provided to the Board by HR
CHARTER CONSULTING, LLC upon request. No employee shall be subject to a noncompete or non-solicitation agreement as a condition of employment by HR CHARTER CONSULTING, LLC as a Covered Employee.

HR CONSULTING, LLC shall be wholly responsible for paying all of its own taxes, including Federal and State Income Taxes, FICA, FUTA, Workers' Compensation, Unemployment to the extent that any or all of the foregoing are applicable. HR CHARTER CONSULTING, LLC shall defend, indemnify and hold harmless the Academy from and against any losses, assessments, taxes, costs, penalties, interest, premiums and attorneys’ fees incurred by the Academy (a) related to any failure by HR CHARTER CONSULTING, LLC and/or its employees to pay federal, state or local income, social security, worker’s compensation, unemployment compensation or other taxes or premiums and/or file returns in connection therewith, and/or (b) due to the determination by the federal, state or local government or other regulatory body having jurisdiction over any part of the Academy’s operations to classify one or more of HR CHARTER CONSULTING, LLC’s employees as an employee of the Academy or a joint employee of the Academy and HR CHARTER CONSULTING, LLC due to the actions or inactions of HR CHARTER CONSULTING, LLC or its agents and employees which shall be a proximate cause of such classification. Should such classification occur, the Academy shall have the option to pay any resulting tax and/or premium obligations and offset such payments against any amount coming due and owing to HR CHARTER CONSULTING, LLC under this Agreement. HR CHARTER CONSULTING, LLC shall acquire, as required by law, workers’ compensation insurance for itself, its employees or agents and shall defend, indemnify and hold harmless the Academy from and against any claim for workers’ compensation brought by or on an account of HR CHARTER CONSULTING, LLC or by any of its employees and/or agents. HR CHARTER CONSULTING, LLC agrees it will make all payments for benefits, salaries, workers’ compensation, unemployment compensation and liability insurance for its employees subject to the Academy’s payment obligations set forth in this Agreement.

d) Health Care Insurance. HR CHARTER CONSULTING, LLC shall provide all Covered Employees, with comprehensive medical care insurance on terms and conditions set forth in the employment documents pertaining to said Covered Employees. HR CHARTER CONSULTING, LLC will be the policy holder and plan sponsor for such insurance. In addition, HR CHARTER CONSULTING, LLC shall be responsible for COBRA compliance and continuation of health benefit plans to
employees and qualified dependents experiencing a qualifying event, subject to the continuation of this Agreement.

e) **Retirement Plan.** HR CHARTER CONSULTING, LLC shall make available to Detroit Achievement Academy a retirement plan pursuant to IRC Section 401(k) for all qualified employees.

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

g) **Payroll Records.** HR CHARTER CONSULTING, LLC shall maintain and verify all required payroll and benefit records.

h) **Policies and Procedures.** All payroll, benefit and personnel policies and procedures shall be established by HR CHARTER CONSULTING. Input by the Detroit Achievement Academy Board shall be considered.

i) **Worker's Compensation Insurance.** HR CHARTER CONSULTING, LLC shall maintain Worker's Compensation insurance during the term of this Agreement on all employees assigned to work for Detroit Achievement Academy under this Agreement. Upon written request, HR CHARTER CONSULTING, LLC shall provide a Certificate of Insurance verifying coverage of Worker's Compensation insurance.

j) **At-Will Employment Relationship.** HR CHARTER CONSULTING, LLC retains the right to not hire any candidate for employment and to terminate any Covered Employee with or without cause. Upon termination of a Covered Employee, HR CHARTER CONSULTING, LLC shall provide the Principal and Academy Board with written notice of said termination.

k) **Implementation and Supervision of Policies and Procedures.** During the term of this Agreement, HR CHARTER CONSULTING, LLC shall have the right and authority to implement and supervise personnel policies and procedures relating to the Covered Employees. HR CHARTER CONSULTING, LLC shall make good faith reasonable efforts to act in the best interest of Detroit Achievement Academy with regard to its policy and procedure in exercising control over Covered Employees. Detroit Achievement Academy agrees to cooperate and assist HR CHARTER CONSULTING, LLC in the implementation and supervision of all such policies and procedures.

l) **Hiring, Evaluating, Supervising, Disciplining and Firing.** HR CHARTER CONSULTING, LLC shall have the ultimate authority and control over hiring,
evaluating, supervising, disciplining and firing of Covered Employees consistent with the Detroit Achievement Academy approved budget. HR CHARTER CONSULTING, LLC shall consult and take input from Principle on hiring, evaluating, supervising, discipline and firing Covered Employees but HR CHARTER CONSULTING, LLC will ultimately make all final recommendations and decisions in regards to all Covered Employees. Detroit Achievement Academy may recommend termination of the assignment of a Covered Employee to Detroit Achievement Academy, it being understood that HR CHARTER CONSULTING, LLC retains full control over all personnel decisions involving Covered Employees, and ultimate authority to resolve and decide employee issues and/or concerns subject to the budgetary limitations established by Detroit Achievement Academy. HR CHARTER CONSULTING, LLC shall consult with the Principle concerning any hiring, evaluating, supervising, disciplining, and firing before formal action is taken. Detroit Achievement Academy Board will have input on the selection and evaluation of the Principle when the board does not directly hire the Principle.

i. Evaluation Systems. The Academy is required to ensure that it and CHARTER CONSULTING, LLC comply with the following:

a) Administrator and Teacher Evaluation Systems. HR CHARTER CONSULTING, LLC 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.

b) Parent Notification of Ineffective Teacher Ratings. Beginning with the 2015-2016 school, 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 is required to 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. HR CHARTER CONSULTING, LLC shall provide the Academy Board with information necessary to discharge this obligation.

c) Teacher and Administrator Job Performance Criteria. HR CHARTER CONSULTING, LLC 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.

ii) HR CHARTER CONSULTING, LLC shall provide to the Academy Board copies of all evaluation tools and notices implemented in accordance with this section.

m) On-site Supervision. HR CHARTER CONSULTING, LLC shall be responsible for on-site employee supervision directly and through its On-Site HR Consultant assigned to Detroit Achievement Academy. The On-Site HR Administrator will serve as the liaison to the Detroit Achievement Academy Principle on employment matters on behalf of HR CHARTER CONSULTING, LLC. The Principle will administer the overall operation of Detroit Achievement Academy and report to the Board on all other operational matters. The On-Site HR Administrator will administrate all personnel issues and keep the Principle informed of employment related matters. The On-Site HR Administrator shall be the on-site consultant for HR CHARTER CONSULTING, LLC and shall assist HR CHARTER CONSULTING, LLC with its administrative and personnel responsibilities on Detroit Achievement Academy premises. As to all administrative and
personnel matters, the On-Site HR Administrator shall coordinate with and report to designated HR CHARTER CONSULTING, LLC managers and officers at HR CHARTER CONSULTING, LLC’s home office. HR CHARTER CONSULTING, LLC, after consulting with the On-Site HR Administrator, shall determine the procedures to be employed by Covered Employees in the day-to-day performance of their job responsibilities. HR CHARTER CONSULTING, LLC shall make good faith reasonable efforts to act in the best interests of Detroit Achievement Academy with regard to Detroit Achievement Academy policy and procedure in exercising control over the Covered Employees. HR CHARTER CONSULTING, LLC shall make certain that all appropriate guidelines concerning HR CHARTER CONSULTING, LLC’s oversight of Covered Employees is followed by said On-Site HR Administrator and that its On-Site HR Administrator shall comply with all HR CHARTER CONSULTING, LLC directives dealing with its responsibilities herein above set forth.

2. **HR CHARTER CONSULTING, LLC Requirements.**
   a) **Compliance with Applicable Criteria.** HR CHARTER CONSULTING, LLC assumes sole responsibility for assuring that all services set forth in Paragraph 1 provided by HR CHARTER CONSULTING, LLC are provided in compliance with and conform to (i) all applicable federal, state and local government laws, rules and regulations, including, but not limited to all civil rights laws, Bullard-Plawecki Employee Right to Know Act, Whistleblower’s Protection Act, Fair Labor Standards Act, and Fair Credit Reporting Act; (ii) all pertinent policies of those accrediting agencies from which Detroit Achievement Academy has secured or is seeking accreditation, including but not limited to GVSU and the Michigan Department of Education; and (iii) all other applicable written policies of Detroit Achievement Academy as communicated to HR CHARTER CONSULTING, LLC through the Principle, the Board President or Board minutes. HR CHARTER CONSULTING, LLC shall promptly provide to Detroit Achievement Academy, within twenty four hours of receipt, all notices, reports or correspondence from individuals or governmental agencies that assert claims, deficiencies or charges against Detroit Achievement Academy or HR CHARTER CONSULTING, LLC that otherwise threaten the suspension, revocation, or any other action adverse to any approval, authorization, certificate, determination, finances, license or permit required or necessary to own or operate Detroit Achievement Academy.
b) **Employment Laws.** HR CHARTER CONSULTING, LLC shall comply with all applicable federal, state and local employment laws. HR CHARTER CONSULTING, LLC shall comply with the Fair Labor Standards Act and control all overtime.

c) **Records.** HR CHARTER CONSULTING, LLC shall maintain actual time records and verify the accuracy of all wage hour information provided to HR CHARTER CONSULTING, LLC at the end of each pay period. HR CHARTER CONSULTING, LLC shall verify the accuracy of all wage and salary reports which shall be supplied to Detroit Achievement Academy by HR CHARTER CONSULTING, LLC at the end of each pay period. Detroit Achievement Academy shall not pay any wages, salaries or other compensation, including employee benefits, to Covered Employees subject to Section 1b above.

3. **Detroit Achievement Academy Requirements.** Detroit Achievement Academy shall provide the following:

   a) **Personnel Requirements.** Advise HR CHARTER CONSULTING, LLC, through the Principle, of the staffing levels, by classification required by Detroit Achievement Academy, consistent with its approved budget, to perform its mission.

   b) **Financial Reports.** Prepare annual budgets and periodic financial reports as required by GVSU, the School Code, and/or statute or as desired by the Board.

   c) **Safety Requirements.** Detroit Achievement Academy and HR CHARTER CONSULTING, LLC shall comply with all safety, health and work laws, regulations and rules at its their own respective expense. Detroit Achievement Academy and HR CHARTER CONSULTING, LLC shall also comply with all safe work practices and use of protective equipment required by federal, state or local law. All accidents involving employees shall be reported promptly upon detection to HR CHARTER CONSULTING, LLC by the Principle. Detroit Achievement Academy shall reasonably cooperate with HR CHARTER CONSULTING, LLC’s Worker’s Compensation carrier and liability insurance carrier who shall have the right to inspect Detroit Achievement Academy’s property in a manner and at such times as not to be disruptive of the Academy’s business.

   d) **Confidential Information.** Detroit Achievement Academy shall be solely responsible for instituting and maintaining safeguards and procedures for personnel handling confidential information, money or other items of value owned or...
possessed by the Academy. HR CHARTER CONSULTING, LLC may require bonding of such individuals. In the event HR CHARTER CONSULTING, LLC requires such bonding, it shall be at the sole cost and expense of HR CHARTER CONSULTING, LLC. Detroit Achievement Academy shall give HR CHARTER CONSULTING, LLC written notice of such individuals it desires to be bonded, in which case, Detroit Achievement Academy shall bear such cost.

c) **Discipline, Layoff, or Termination of Employees.** Detroit Achievement Academy agrees to comply with all HR CHARTER CONSULTING, LLC personnel directives, both general and specific, regarding the discipline, layoff, or termination of Covered Employees. Detroit Achievement Academy further agrees to immediately notify HR CHARTER CONSULTING, LLC of any material change in the current business operations of Detroit Achievement Academy.

f) **Personnel Issues.** In the event Detroit Achievement Academy becomes dissatisfied with the performance of any individual HR CHARTER CONSULTING, LLC employee assigned to Detroit Achievement Academy, HR CHARTER CONSULTING, LLC shall be notified, in writing, setting forth the nature of the dissatisfaction, the proposed remedial action, and any specific action requested.

g) **Applicant/Employee Background Checks.** HR CHARTER CONSULTING, LLC shall be responsible for performing all pre-employment, and any employment related background, license and eligibility review and other screening and investigation required by federal, state or local law, including the Michigan Revised School Code (the “Code”), of all Covered Employees. The results of the screening and investigation will be reported to HR CHARTER CONSULTING, LLC which will notify the Board President or his/her designee should there be any action proposed or necessitated by the Board according to applicable statute or if there is a conviction that could result in an issue, including a negative public perception of the Academy or its staff and programs or anticipated adverse consequences with GVSU. All direct costs or fees incurred by HR CHARTER CONSULTING, LLC in connection with the screening and investigation shall be billed to and paid by Detroit Achievement Academy without markup. The results of the screening and investigation of pre-employment records must be made available for review by the GVSU Charter Schools Office. It is understood that HR CHARTER CONSULTING, LLC may choose to assign the applicant and employee background checks to an employee(s) of HR CHARTER CONSULTING, LLC assigned and located at Detroit Achievement Academy. At a minimum, HR CHARTER CONSULTING, LLC shall undertake the following related to school safety
A. Compliance with School Safety Initiative. HR CHARTER CONSULTING, LLC acknowledges and agrees that unless the Academy notifies it that it is not subject to the provisions of Michigan Public Act 84 of 2006, as amended (hereafter "PA 84 of 2006"), HR CHARTER CONSULTING, LLC will, either directly or through a subcontractor, have any of its agents, employees or representatives who will be on the Academy's premises, fingerprinted and subjected to criminal history and background checks through the Michigan State Police and Federal Bureau of Investigation, as detailed in PA 84 of 2006, prior to commencing any work under this Agreement. HR CHARTER CONSULTING, LLC further agrees to provide the Academy with a copy of all fingerprinting and criminal history background reports prior to commencing any work under this Agreement. The cost of this undertaking shall be borne by the Academy for those staff who are included within the Description of Staff Responsibilities appended to the Academy's charter and at cost to HR CHARTER CONSULTING, LLC, as the case may be, for staff providing services at the Academy but not listed in the Description of Staff Responsibilities. The Academy acknowledges that no individual may begin work as an employee or otherwise undertake any performance hereunder prior to the time such employee is legally permitted to begin employment pursuant to applicable law and such individual is approved by HR CHARTER CONSULTING, LLC.

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

D. Although CHARER CONSULTING, LLC may use a subcontractor to perform the tasks listed in subparagraphs A and C above, regardless of the entity which conducts such tasks, HR CHARTER CONSULTING, LLC shall be and remain responsible and accountable to the Academy Board for all such tasks and interpretations thereof.

4. Term of Agreement. This Agreement shall commence on July 1, 2013 and continue for a period of thirty six months, through June 30, 2016. If, as a result of a change in the law, Detroit Achievement Academy and/or HR CHARTER CONSULTING, LLC becomes obligated for MPSERS or an unexpected fee or tax is instituted, (e.g. State service tax fee) either party may immediately invoke the 90 day termination notice provision at any time during the contract. Termination of this Agreement shall not affect the continuation of the obligations of either party incurred during the term of the Agreement. The parties acknowledge that as part of any contract reauthorization with GVSU, GVSU may require Detroit Achievement Academy and HR CHARTER CONSULTING, LLC to submit an entirely new Agreement for review by GVSU.

5. Fees. Detroit Achievement Academy shall pay HR CHARTER CONSULTING, LLC the following fees for the services rendered under this Agreement:

a) Service Fee. A Service Fee shall be charged to Detroit Achievement Academy equal to the total gross pay of all Covered HR CHARTER CONSULTING, LLC employees assigned to Detroit Achievement Academy multiplied times .03 (the Service Fee Multiplier). The Service Fee shall be applied as follows: each pay period, the Service Fee Multiplier shall be applied to the gross payroll for that pay period, itemized and collected by wire transfer as detailed herein.

b) Payroll Costs. Payroll costs will be charged, in addition to the service fee, equal to Gross Payroll and associated payroll costs including
FICA, FUTA, SUTA, Workers Compensation and any additional taxes passed by the State and/or Federal government during the term of this Agreement.

c) **Timing.** Client agrees all payments will be made via ACH transfer 48 hours in advance of each pay day starting the 2nd pay period in October 2013 and ending no later than the final pay day in July 2014.

All benefits provided per 1.) d. and e will be billed to Detroit Achievement Academy on a pay period basis. HR CHARTER CONSULTING, LLC will provide written notice within 5 business days of receiving notice of an increase to any of the costs other than the service fee costs and include said increase as of the effective date of the increase however, this provision shall not apply to a change in payroll costs which may vary because of a change in hours worked by employees. Detroit Achievement Academy, at its election, may respond to the written notice of cost increase by issuing notice to cancel effective 90 days after the date of cost increase.

HR Charter Consulting, LLC agrees that all costs for payroll and benefits shall, for the period of August 1, 2013 through October 15, 2013, be billed to the Academy and payable no later than July 31, 2013. Although Client may pay the outstanding billed accrued balance at any time. Client may also elect the following: payment of 10% of any outstanding balance within 48 hours of receiving its first installment of state school aid funds from the State of Michigan for the 2013-14 school year, currently estimated to be made on October 20, 2013, with the remaining balance to be paid between November 15, 2013 and July 31, 2014 in 18 equal installments of 1/18th of the outstanding balance on each payroll cycle occurring between November 15 and July 31. Client agrees the balance of all outstanding invoices will be paid in full no later than July 31, 2014. Client also agrees HR Charter Consulting, LLC will charge 6% per annum interest in the outstanding balance of all pre-funded payroll and benefit costs outstanding after thirty days.

6. **Additional Costs, Fees and Expenses.** Detroit Achievement Academy shall pay all additional costs or expenses incurred by HR CHARTER CONSULTING, LLC that are incidental to the performance of this Agreement provided such costs are detailed in advance to the Academy Board. These additional costs, fees or expenses may include, but are not limited to, employee replacement costs, applicant/employee background check fees as detailed herein, direct costs for hiring temporary personnel, direct cost for substitute teachers, fidelity bonding in accordance with the terms of this
Agreement, and Detroit Achievement Academy approved training programs.

7. Payment of Costs, Fees and Expenses. Detroit Achievement Academy shall execute a Wire Transfer to HR CHARTER CONSULTING, LLC at least 48 hours prior to each payroll date, from the designated Detroit Achievement Academy account in an amount equal to the Services Fees, Payroll costs described in Paragraph 5 and Costs, Fees and Expenses described in Paragraph 6 of this Agreement, upon receipt of a detailed billing. If there is any disputed amount to an invoice, the non-disputed amount shall be ratified. If there is a disputed amount, whether ratified by the Detroit Achievement Academy Board or not, the parties shall meet within fourteen (14) days to discuss and attempt to resolve the disputed amount prior to submitting the matter to arbitration as addressed in Paragraph 11. Any errors in payment of costs, fees and expenses will be promptly corrected with the parties acting in good faith and with reasonable efforts.

8. Insurance: The Academy will obtain and maintain insurance as required in the Charter Agreement and will name HR CHARTER CONSULTING, LLC as an additional insured on its general liability insurance policy. HR CHARTER CONSULTING, LLC shall maintain such policies of insurance as required by Michigan University Self Insurance Corporation, the Academy’s Charter Agreement and applicable law. Additionally, HR CHARTER CONSULTING, LLC shall name the Academy as an additional insured on a separate general liability and umbrella insurance coverage in amounts and on such terms as the Authorizing Body and Board may require. Each party shall ensure that its relevant policies of insurance do not exclude abuse or sexual molestation.

9. Termination of Agreement.
   a) This Agreement shall terminate and HR CHARTER CONSULTING, LLC shall be relieved of all responsibility under this Agreement as of the effective date of any of the following events:
      i) Detroit Achievement Academy files for bankruptcy or becomes insolvent;
      ii) The facility where employees are engaged in work for Detroit Achievement Academy is closed and no successor facility is identified and approved by GVSU;
      iii) Detroit Achievement Academy and its successors and assigns discontinue operation;
iv) Detroit Achievement Academy meets the definition of a financially distressed business as set forth in the Worker Assistance and Retraining Notification Act, to the extent the WARN act applies to a Michigan Public School Academy, in which case, the parties shall negotiate an orderly transition of services to ensure educational continuity for the Academy’s students;

v) Detroit Achievement Academy’s Contract with GVSU is discontinued or not renewed;

vi) Any other reason set forth in this Agreement, including as identified in Paragraph 4 of this Agreement, which constitutes a default under the Agreement or allows HR CHARTER CONSULTING, LLC to terminate this Agreement.

vii) Failure of Detroit Achievement Academy to timely make payment(s) required by this;

viii) For any of the reasons identified in Section 4, subject to Section 4 notice periods.

b) Detroit Achievement Academy may terminate this Agreement prior to the end of the term specified in Paragraph 4 or in the event (a) an order of reconstitution is issued by GVSU mandating the termination of this Agreement or (b) that HR CHARTER CONSULTING, LLC shall fail to remedy a material breach within 60 days after notice from the Board, provided however that if the nature of the breach is such that the cure cannot be reasonably accomplished within 60 days, then the cure period should be extended so long as HR CHARTER CONSULTING, LLC proceeds to cure with reasonable dispatch. Material breach includes, but is not limited to: (1) HR CHARTER CONSULTING, LLC’s failure to account for its expenditures or to pay it obligations as specifically noted in this agreement (provided funds are available to do so), (2) failure of HR CHARTER CONSULTING, LLC to follow policies, procedures, rules, regulations or curriculum duly adopted by the Detroit Achievement Academy Board and communicated to HR CHARTER CONSULTING, LLC, provided that such policies, procedures, rules, regulations or curriculum are not inconsistent with the Contract, as amended, this Agreement, or in violation of applicable law, (3) receipt by the Board of unsatisfactory reports from HR CHARTER CONSULTING, LLC or from an educational consultant retained by the Board about matters concerning HR CHARTER CONSULTING, LLC’s performance or the performance of the staff which are not
reasonably corrected or explained; or (4) HR CHARTER CONSULTING, LLC’s failure to abide by all applicable laws in its administration of this Agreement. In ordinary circumstances, however, notwithstanding a material breach, the parties will endeavor to plan a method by which the relationship may be terminated at the end of the instructional year or in a manner that does not educationally disadvantage the students of the Academy.

c) In the event Detroit Achievement Academy terminates this Agreement pursuant to this Paragraph, Detroit Achievement Academy shall pay all charges due under this Agreement through the last date of services provided by HR CHARTER CONSULTING, LLC.

10. **Indemnification.**

   To the extent permitted by law, HR CHARTER CONSULTING, LLC shall indemnify, defend and hold harmless the Academy and all of its Directors and agents from and against all taxes, penalties, fines, damages, sanctions, losses, assessments, liabilities, claims, demands, judgments, or other forms of liability, costs, obligations and other expenses, including reasonable attorneys’ fees and costs of litigation, whether or not resulting from third party claims, arising out of any act, omission, negligence or misconduct of HR CHARTER CONSULTING, LLC or any of its directors, owners, agents or employees and any breach or other default or noncompliance with any agreement, representation, warranty or covenant on the part of HR CHARTER CONSULTING, LLC, its directors, owners, agents or employees contained in this Agreement or the provision of any of the services contained in or made pursuant to this Agreement. HR CHARTER CONSULTING, LLC also agrees to defend, indemnify and hold harmless the Academy and all of its agents and Directors from any claims made by HR CHARTER CONSULTING, LLC’s internal staff employees including, but not limited to charges of discrimination brought through the State Department of Labor, the Equal Employment Opportunity Commission, the Workers’ compensation Bureau (or such similar department, commission or board other than State), fees and lawsuits alleging failure to comply with Federal and State wage and hour laws, wrongful termination, discrimination, denial of due process or other labor-related causes of actions resulting from employee discipline or termination. HR CHARTER CONSULTING, LLC shall notify its insurance company, recognize and name the Academy and its Directors, as additional insureds on all applicable policies of insurance, including, but not limited to, general liability and umbrella policies.

   To the extent permitted by law, the Academy hereby agrees to indemnify and hold harmless HR CHARTER CONSULTING, LLC and its respective officers, directors, employees, agents and representatives, from and against any and all liabilities, costs, causes of action, damages and expenses (including reasonable
attorney’s fees and costs of litigation) which HR CHARTER CONSULTING, LLC may incur as a result of the grossly negligent acts or omissions of the Academy or its board members, directors, officers, employees (if any) vendors, agents and representatives. The Academy will notify its insurance company, recognize and name HR CHARTER CONSULTING, LLC as an additional insured on all applicable policies (with the exception of EPLI, which HR CHARTER CONSULTING, LLC shall obtain; the premium of which shall be billed through (without markup) to the Academy by HR CHARTER CONSULTING, LLC). The Academy Board will follow all reasonable directives of the HR CHARTER CONSULTING, LLC’s designated agent, the School Leader, in the management and minimization of any and all risks, provided such directives do not abrogate the Academy’s extant policies, at the time of the directive in question, or place the Academy in breach of its Charter or other contractual undertakings.

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

11. Arbitration. In the event of a dispute regarding a breach, alleged breach, validity or interpretation of any provision of this Agreement, both Detroit Achievement Academy and HR CHARTER CONSULTING, LLC agree to submit such disputes, except as either party may be seeking injunctive relief, to final and binding arbitration as the sole and exclusive remedy for such disputes. Said disputes shall be governed by the rules of the American Arbitration Association for Commercial Arbitration. The matter may be privately arbitrated at the election of the parties using an arbitrator acceptable to the parties who has experience in human resources, contract interpretation and educational issues. Judgment on the Arbitrator’s award may be entered in a court of
competent jurisdiction.

The arbitration hearing will be held in Wayne County and will be the exclusive remedy for resolving the disagreement. Either party may demand arbitration but must do so within one hundred twenty (120) calendar days of the event precipitating the disagreement.

If arbitration is requested by either Detroit Achievement Academy or HR CHARTER CONSULTING, LLC, the parties shall be entitled to be represented by attorneys and/or counsel of their choice. The parties shall equally split the filing fee, and any administrative fees or costs assessed by MMAS, regardless of who requests the arbitration. The parties will split the arbitrator’s compensation, and each party will pay its own costs and attorney fees in connection with the arbitration.

If arbitration is requested, the arbitrator may, at his/her discretion and only if germane to the issues at hand, allow both parties the right to conduct limited and reasonable discovery, which may include depositions, and for a period of time necessary for the parties to reasonably prepare for the arbitration hearing.

The arbitrator may award any and all remedies allowable under this Agreement, including but not limited to equitable relief and money damages. The arbitrator shall issue a written decision, containing his/her findings of fact and conclusions of law.

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

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

Detroit Achievement Academy:  
   Detroit Achievement Academy  
   15000 Southfield  
   Detroit, MI 48223

HR CHARTER CONSULTING, LLC:  
   HR CHARTER CONSULTING, LLC  
   801 Broadway NW, Suite 200  
   Grand Rapids, MI 49504
With a copy to:

Clark Hill PLLC
Att' n Joseph B. Urban
151 S. Old Woodward Avenue
Suite 200
Birmingham, MI 48009
jurban@clarkhill.com

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

14. **Responsibility For Performance of Agreement.** Each party, their successors and assigns shall be jointly and severally responsible for the performance of their obligations under this Agreement.

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

16. **Contract Interpretation.** The Parties acknowledge that this Agreement and the language contained in this Agreement are the result of negotiations between the parties and no part of this Agreement shall be construed against either party by virtue of authorship.

17. **No Third-Party Rights.** This Agreement is intended solely for the benefit of HR CHARTER CONSULTING, LLC and Detroit Achievement Academy, and, except as it relates to GVSU as specifically detailed herein, it shall not be construed to create any benefits for or rights in any other person or entity, including employees, students, or their representatives.

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

19. **Caption Headings.** The captions headings for each provision of this Agreement are not part of this Agreement nor shall they be used to construe the provision more broadly or narrowly than the text would indicate.
20. **Necessary Documents.** The parties shall execute all necessary documents required to carry out the terms and intent of this Agreement.

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

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

23. **Assignment.** The Agreement may not be assigned by either party without the written consent of the other party, prior approval of the Detroit Achievement Academy Board, except that HR CHARTER CONSULTING, LLC may assign its rights and duties to an entity within the HR CHARTER CONSULTING, LLC organization upon 60 days' written notice to the Detroit Achievement Academy Board and provided the Detroit Achievement Academy Board approves said assignment.

24. **Detroit Achievement Academy Board’s Constitutional Duty.** No provision of this Agreement shall or is intended to interfere with the Detroit Achievement Academy Board’s duty to exercise its statutory, contractual and fiduciary responsibilities governing the operation of Detroit Achievement Academy as provided under Michigan law. This Agreement does not prohibit the Detroit Achievement Academy Board from acting as an independent, self-governing public body, or allow public decisions to be made other than in compliance with the Open Meetings Act.

It is acknowledged and agreed by HR CHARTER CONSULTING, LLC that the Academy, as a public body, acts only through its Board, convened in accordance within the requirements of the Michigan Open Meetings Act. While direction may, from time to time, be available through individual members of the Board of Directors or its agents, the Board will not be bound except through its official actions when convened as a public body.

25. **Governmental Immunity.** No provision of this Agreement is intended to restrict the Detroit Achievement Academy Board from waiving or requiring it to assert its governmental immunity. Nothing in this paragraph shall prohibit HR CHARTER CONSULTING, LLC from asserting any defense that may be available to it under this Agreement or under Michigan law. Detroit Achievement Academy shall not waive or assert any rights to the sole detriment of HR CHARTER CONSULTING, LLC related to Detroit Achievement Academy's obligations to HR CHARTER CONSULTING, LLC under this agreement unless said actions are the result of an alleged breach of this Agreement by HR CHARTER CONSULTING, LLC.
26. **Financial, Educational, and Student Records.** Financial, educational, and student records pertaining to Detroit Achievement Academy are Detroit Achievement Academy property, and such records may be subject to the provisions of the Michigan Freedom of Information Act. All Detroit Achievement Academy records shall be physically or electronically available, upon request, at Detroit Achievement Academy’s physical facilities and shall be kept in accordance with applicable state and federal requirements. Except as permitted under applicable law, HR CHARTER CONSULTING, LLC shall not restrict the authorizer’s, the public’s, or the independent auditor’s access to Detroit Achievement Academy’s records consistent with applicable statutes.

27. **Independent Auditor.** HR CHARTER CONSULTING, LLC shall not select or designate the independent auditor, accounting firm or legal counsel for Detroit Achievement Academy. All finance and other records of HR CHARTER CONSULTING, LLC relating to Detroit Achievement Academy will be made available to Detroit Achievement Academy’s independent auditor at the request of Detroit Achievement Academy or the auditor.

28. **Procurement of Equipment, Materials, and Supplies.** If HR CHARTER CONSULTING, LLC procures equipment, materials, and supplies at the request of or on behalf of Detroit Achievement Academy, HR CHARTER CONSULTING, LLC shall not include any added fees or charges with the cost of the equipment, materials, and supplies purchased from third parties. Any equipment, materials, or supplies purchased by HR CHARTER CONSULTING, LLC on behalf of or as the agent of Detroit Achievement Academy are the property of Detroit Achievement Academy. When making a purchase on behalf of or as agent of Detroit Achievement Academy, HR CHARTER CONSULTING, LLC shall comply with Section 1274 of the Code as if Detroit Achievement Academy were making a purchase directly from a third party.

29. **Detroit Achievement Academy Proprietary Rights.** Detroit Achievement Academy owns all proprietary rights to curriculum or educational materials that:
   a) are both directly developed and paid for by Detroit Achievement Academy;
   b) were developed by HR CHARTER CONSULTING, LLC at the direction of the Detroit Achievement Academy Board with Detroit Achievement Academy funds dedicated for the specific purpose of developing such curriculum or educational materials.
All educational materials and teaching techniques used by Detroit Achievement Academy may be subject to disclosure under the Revised School Code and the Freedom of Information Act.

30. **Charter HR Educational Services LLC Proprietary Rights.** HR CHARTER CONSULTING, LLC owns all proprietary rights over curriculum, educational or Detroit Achievement Academy management materials:
   a) previously developed or copyrighted by HR CHARTER CONSULTING, LLC or
   b) previous materials to this agreement that are not otherwise dedicated for the specific purpose of developing Detroit Achievement Academy curriculum, educational or Detroit Achievement Academy management materials.

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

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

32. **Marketing and Development.** Should HR CHARTER CONSULTING, LLC provide marketing and development services to Detroit Achievement Academy, the cost paid by or charged to Detroit Achievement Academy shall be limited to those costs specific to the Detroit Achievement Academy program and shall not include any costs for the marketing and development of HR CHARTER CONSULTING, LLC.

33. **Compliance with GVSU Contract.** Detroit Achievement Academy and HR CHARTER CONSULTING, LLC intend for this Agreement to comply with the Contract issued by GVSU to Detroit Achievement Academy and the Education Service Provider Policies issued by GVSU's Charter Schools Office. To the extent any provision of this Agreement is inconsistent with the Contract or Policies, that provision is invalid and the Contract and Policies shall govern. Any additional costs of compliance because of changes mandated by GVSU will be borne by Detroit Achievement Academy and subject to HR CHARTER CONSULTING, LLC's ability to perform. If the additional costs are deemed excessive by the Detroit Achievement Academy Board, and the matter cannot be resolved, it may opt out of this Agreement by giving 90 days written notice.
This Agreement is executed as of the date first written above and shall only be effective upon notification by GVSU of the Academy Board that GVSU has not disapproved of its terms and conditions.

Detroit Achievement Academy

By: ___________________________ 2/4/14

Its President – ___________________________

HR CHARTER CONSULTING, LLC

By: ___________________________

Its President – Daniel S. Barcheski

Detroit Achievement Academy
SCHEDULE 7

ACADEMY SPECIFIC INFORMATION & EDUCATIONAL PROGRAM
SCHEDULE 7-1

EDUCATIONAL GOALS

Academic Achievement
As measured by the state assessment, the school’s percentage of total tested students in all tested grades identified as proficient in all tested subjects or identified as college ready as reported by the Michigan Department of Education will meet or exceed the select peer schools’ mean reported percentage of total tested students in all tested grades identified as proficient in all tested subjects or identified as college ready. Select peer schools are the set of school buildings determined annually by GVSU to be the most demographically, socioeconomically, programmatically, and geographically similar to the school.

Academic Growth
As measured by the state assessment, the school’s mean student growth percentile rank in English language arts and math will meet or exceed the select peer schools’ mean student growth percentile rank. Select peer schools are the set of school buildings determined annually by GVSU to be the most demographically, socioeconomically, programmatically, and geographically similar to the school.

Date: 05 / 14 / 2020

Board President/Vice President Signature

Secretary’s Certification:

I certify that the foregoing resolution was duly adopted by the Detroit Achievement Academy Board of Directors at a properly noticed open meeting held on the 12 day of May, 202, 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 guarding 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.
Detroit Achievement Academy district exists to holistically support the education and development of students who have the determination, drive, and skills to shape their own path of high achievement with the ultimate goal of creating civically engaged, joyful citizens who are ready to change the world.

**POSITION OVERVIEW: PRINCIPAL**

The Principal at Detroit Achievement Academy or Detroit Prep is responsible for leading and developing a dynamic faculty who will set high expectations for our students and will support our students as they work toward and meet these expectations. The Principal, in collaboration with the Executive Director, will set an innovative vision for student and faculty achievement and will strategically implement the school’s mission through effective leadership of and engagement with all stakeholders, including faculty, staff, students, parents, and our community. The Principal must see individual student success (both academic and social-emotional development) as paramount and it should guide work with teachers, students and parents. The Principal is responsible for managing and overseeing Detroit Achievement Academy or Detroit Prep’s instructional program and school environment. The Principal is the voice and face of the individual school and is accountable for hearing and dealing with parent and staff concerns and feedback. The Principal reports to the Executive Director of Detroit Achievement Academy and Detroit Prep and receives support from the Executive Director and Office Manager.

Depending on timing, availability, and candidate experience, DAA/DP’s Principal will attend an Expeditionary Learning summer institute and a Responsive Classroom training.

**WHAT IT MEANS TO WORK AT DETROIT ACHIEVEMENT ACADEMY & DETROIT PREP:**

- The ability to foster a vision of educational excellence and develop your team toward that end
- Being part of a creative and innovative mission-driven small school culture
- Serving as a leader of one of Detroit's most successful schools
• Working in a culture that sets students first and removes obstacles to improvement
• Leading a dynamic, driven team of teachers driven by the improvement of their craft
• Being an active participant in our school culture and environment
• Having a deep commitment to social justice and equity for all children
• Engaging in significant curriculum development work
• Working hard to provide results for our students
• Welcoming visitors who are interested in our school
• Being challenged to examine your work in order to increase student achievement
• Engaging in a deep and meaningful way with the parents/guardians of all students at Detroit Achievement Academy and Detroit Prep
• Having extraordinarily high expectations for all students, staff, and faculty at Detroit Achievement Academy and Detroit Prep
• Being supported by your peers, Head of School, Executive Director, and Board

**PRIMARY RESPONSIBILITIES**

**Curriculum/Programs**

• Commits to / owns a vision of child-centered, inquiry-based education that develops children in three areas of student achievement: mastery of knowledge and skills, development of positive habits of character, and the ability to produce high-quality work
• Create and fine tune school wide long term plans across grade levels & subjects based on curriculum map
• Ensure DAA/DP teachers understand and fully implement the curriculum as detailed in the curriculum frameworks
• Develop and oversee plans for curriculum review and development working closely with the Detroit Achievement/Detroit Prep (sister school's) Head of School and Executive Director
• Lead teachers in developing unit plans & daily lesson plans across subject areas
• Tailor Expedition units for Detroit Achievement Academy or Detroit Prep in collaboration with CAO; coordinate experts and fieldwork in collaboration with ED
• Review expedition plans developed by teachers and provide detailed feedback
• Support teachers in developing effective lessons and differentiated supports that build curiosity and support all students
• Implement data-driven coaching cycles for teachers in alignment with the assessment calendar
• Provide actionable feedback to teachers around instruction and classroom management in alignment with Management in the Active Classroom and Responsive Classroom frameworks
• Model instructional practices in the facilitation of professional development
• Conduct demonstration lessons as needed or requested by teachers
• Provide teachers with resources that support best instructional practices
• Work with grade level teams to support common instructional practices & alignment
• Facilitate teacher labs and/or learning walks
• Ensure the resources, materials and supplies are purchased and in place to fully implement the curriculum. Involve teachers in requesting supplies and researching
materials. Seek ED approval for all purchases in accordance with DAA’s purchase and reimbursement policy

- Ensure curriculum resources reflect the diversity of our student population.
- Communicate frequently with the Specials Department to support strong cross-curricular programs at the school
- Oversee after school programming including clubs, sports, and homework club. Ensure programs are adequately staffed and well defined
- Ensure safety and consistent use of Responsive Classroom and our school’s discipline policies.

Instruction

- Ensure that instruction is effective and meets the needs of diverse learners. Ensure teachers employ techniques of active pedagogy described in EL Benchmarks
- Observe and provide feedback to teachers on instruction at least bi-weekly, with more frequent observations as needed. Set up instructional improvement plans as necessary
- Models best practices, at times co-teaching, co-planning and explicitly developing teacher practice through coaching.
- Propose school-wide instructional goals to ED based on data and feedback. Additionally support teachers in setting personal and grade-level goals. Monitor and support progress towards goals
- Ensure equity in instructional delivery. Promote school-wide belief that all students can learn and achieve at high levels
- Develop instructional schedules for classes and special subjects. Ensure common planning time for teachers. Ensure schedules support instructional and curricular goals. Revise as needed. Maintain updated schedules in a folder on Google Drive for ED review
- Work with ED to develop a plan and implement strategies for raising achievement in subgroups who do not make AYP or who score below the DAA average. Work with teachers to develop plans for individual students achieving below grade level
- Lead Instructional Leadership Team meetings. Select teachers to participate as needed and coordinate schedules and agendas
- Support DAA in moving forward with technology use. Support teachers with technology integration by providing resources, professional development opportunities, and suggestions.

Assessment and Accountability

- Ensure that teachers assess student learning and use data and information to inform instruction. Support teachers in using learning targets as an effective assessment for learning strategy
- Ensure that teachers provide assessment information and data to parents during parent-teacher conferences
- Ensure each student has a high-quality portfolio and that teachers cultivate these portfolios year round
• Provide support for individual teachers as needed in collecting data. Ensure that assessments are organized and stored at the school for compliance reviews and audits.
• Coordinate standardized testing for the school. Attend district training. Inform parents and teachers of testing. Create schedule and oversee test administration. Ensure test security.
• Lead assessment cycles, create assessment schedules, support data entry, and format data for Detroit Achievement Academy instructional staff and the DAA School Board.
• Collaborate with CAO and NWEA MAP consultants on quarterly trainings, observation/feedback cycles, reliability work, and data analysis.
• Work with teachers to support common student-engaged assessment practices and alignment.
• Collaborate with teachers to develop quality formative assessments and progress monitoring practices.
• Support teachers in the analysis of student achievement data and adapting instruction accordingly; ensures disaggregated data is analyzed to support DAA’s vision of equitable education for all students.

Social Curriculum/School Culture
• Embody Detroit Achievement Academy’s norms, a commitment to holistically serving every child, and the highest standard of professionalism at all times as a leader and ambassador of the school.
• Collaborate with the Leadership Teams in designing, refining, and consistently implementing school systems, discipline procedures, and communication pathways.
• Support teachers in implementing clear classroom expectations and routines.
• Ensure consistent implementation of classroom management practices across all grade levels and classrooms.
• Collaborate with grade level teams in developing long term and daily crew plans.
• Collaborate with Executive Director and the Leadership Teams in supporting schoolwide community meetings.
• Collaborate with teachers and school leadership on family conferences and Celebrations of Learning.
• Partner with teachers in the creation of documentation panels.
• Support routines and rituals in professional development meetings that build relational trust.
• Monitor and support the use of Responsive Classroom school-wide.
• Set and execute vision for schoolwide behavior and support all staff members toward that vision.
• Meet regularly with DAA’s social worker with the focus of supporting.
• Foster student leadership, service and stewardship.
• Make final decisions to suspend or expel students.

Professional Development
● Work with the Leadership Team and Expeditionary Learning School Designer to create a yearlong schedule for Wednesday PD and full-day PDs. Ensure professional development aligns with DAA Work Plan goals.

● Coordinate Wednesday PD. Utilize teacher leaders and outside experts. Include staff rituals and community building as part of PD.

● Plan two- to three-week summer PD with input from ED, Detroit Prep (DAA’s sister school) Head of School, and Expeditionary Learning School Designer.

● Maintain a record of professional development (summer, Wednesday, outside) in a folder on Drive for review by ED.

● Arrange logistics (ie, substitute plans, logic behind decisions, timing) for any outside professional development for teachers.

● Co-plan and co-facilitate professional development during weekly meetings and summer PD.

● Promote shared leadership by showcasing teacher and student successes in the building during professional development.

● Work with CAO and Expeditionary Learning School Designer to maintain a clear focus on school’s work plan.

● Serve as a member of the Instructional and Executive Leadership Teams.

● Meet regularly with CAO in relation to student learning and teacher professional development.

● Supervise the implementation of student services (SPED, RTI, ELL & GT).

Personnel/Human Resources

● Evaluate performance of teaching staff.

● Assemble interview teams for available positions.

● Communicate and coordinate with prospective teachers. Schedule interviews. Meet with candidates to answer questions and help them understand our school and the expectations of the positions. Check references for prospective employees.

● Submit contract recommendations to the ED for new and returning staff.

● Review and update of the staff handbook.

● Communicate regularly and clearly with staff through weekly staff notes and other forms of communication.

Parent Involvement

● Communicate regularly with parents through monthly bulletins and other communication.

● Be present during arrival and dismissal times to greet and speak with students and families.

● Review Family Handbook annually and make revisions as needed. Provide to parents annually.

● Ensure teachers hold student-led conferences three times per year. Support teachers in getting 100% attendance. Arrange and attend conferences when needed or requested.

● Ensure progress reports and mini-progress reports are provided to parents according to schedule.

● Engage and supervise parent volunteers.
• Support and encourage parent attendance at school events. Develop and support plans to increase participation among parents
• Attend Detroit Achievement Academy Parents (DAAP) meetings when possible or if invited
• Work with Executive Director to schedule and hold open houses for prospective families. Plan and hold orientation for new families
• Hear and respond to parent concerns related to their children, instruction and other school matters.

Student Information/Records/Database
• Oversee the office and operations staff and the organization of student files and databases
• Ensure office staff follows procedures and responds to requests of the Executive Director
• Prepare for annual student file audits based on guidelines provided by the Executive Director
• Ensure that all families return all enrollment documents and keep up to date information on file including residency documentation.

QUALIFICATIONS
• Dedication to our mission: A steadfast belief that all students can achieve at the highest levels, regardless of demography.
• Determination: A willingness to make things happen and a sense of urgency around educational equity for all students.
• Strong communication: The ability to communicate in a direct and sensitive fashion with students, parents, and colleagues.
• Team player: A desire to work in a team-oriented environment and collaborate with colleagues.
• Growth mindset: An ability to receive frequent feedback with humility and a strong desire to grow and develop as a leader.
• Reflective attitude: An ability to constantly reflect on student data as well as personal areas of strength and growth.
• Flexibility: Willingness to work in an ever-changing field and face challenges with a positive attitude.
• Professional integrity: A personal alignment with the values and ethical standards of Detroit Achievement Academy.
• Bachelor’s degree (required), Master’s Degree (preferred)
• At least four years prior teaching experience (required)
• Valid Michigan Teacher Certificate (required), Valid Michigan School Administrator Permit (required or in progress)
• Experience in an EL school or project based environment (strongly preferred)
• At least two years in a leadership position, including direct leadership/management of adults (required)
• Strong technical skills required, including knowledge of and comfort with Google suite of tools (e-mail, calendar, Drive, etc.)
Detroit Achievement Academy (DAA) district exists to holistically support the education and development of students who have the determination, drive, and skills to shape their own path of high achievement with the ultimate goal of creating civically engaged, joyful citizens who are ready to change the world.

WHAT IT MEANS TO WORK AT DETROIT ACHIEVEMENT ACADEMY:

- Being an active participant as we develop our school culture and environment
- Having a deep commitment to social justice and equity for all children
- Engaging in significant curriculum development work
- Working hard to provide results for our students
- Working with a diverse student body
- Welcoming visitors who are interested in our school
- Being challenged to examine your work in order to increase student achievement
- Engaging in a deep and meaningful way with the parents/guardians of all students at DAA
- Having extraordinarily high expectations for all students, staff, and faculty at DAA
- Being supported by your peers, Head of School, Executive Director, and Board

GUIDING PRINCIPLES AND MINDSETS

- **Our work is active.** We learn by doing and getting our hands dirty. Students are scientists, urban planners, historians, and activists, investigating real community problems and collaborating with peers to develop creative, actionable solutions. Adults are active guides of student learning and active members of their professional learning community.
- **Our work is inclusive and equitable.** Students and adults celebrate the diverse backgrounds of their peers. School leaders work to recruit and attract a population of families and faculty that represents different socio-economic, racial, and ethnic backgrounds.
- **Our work is excellent.** Students at all levels are pushed and supported to do more than they think they can. Excellence is expected in the quality of their work and thinking. School leaders, teachers, students, and families share rigorous expectations for quality work, achievement, and behavior.
- **Our work is reflective.** Students and adults reflect as they triumph and as they stumble. Students and adults offer direct and sensitive feedback to their peers. Trust, respect, responsibility, and joy in learning permeate the school culture.

POSITION OVERVIEW: LEAD TEACHER (GRADES K-5)
We are looking for extraordinary leaders and learners to join our team who:

- Teach to give students a strong foundation of academic excellence,
- Foster the social-emotional and character development of young learners,
- Build a love of learning in all students,
- Engage families as partners in our students’ education,
- Commit to constant learning, reflection, and improvement of their own practice,
- Bring their passions, personalities, humor, and joy to school every day,
- Thrive in a start-up environment, and
- Are committed to equity and the belief that all children in Detroit can reach their full potential.

A Lead Teacher at Detroit Achievement Academy (DAA) is responsible for the educational and social-emotional outcomes for each student in his or her crew. Lead Teachers embrace their work with students, families, colleagues, and school leaders toward achieving our collective mission and goals. A Lead Teacher is responsible for teaching all core academic disciplines including language arts, social studies, science and mathematics. Lead Teachers report to the Head of School.

**PRIMARY RESPONSIBILITIES**

Curriculum/Instruction

- Implement the principles and components of Expeditionary Learning, Eureka Math, and the Responsive Classroom model. Teachers in their first year at DAA are expected to commit to learning these models by attending various professional development meetings and conferences held throughout the summer and school year.
- Work with the Head of School/EL school designer to plan four interdisciplinary learning expeditions per year using an agreed upon framework and ELEducation modules. Expeditions should be designed to teach core grade level content and skills and should be anchored by authentic and well-designed projects. Expeditions should also include meaningful fieldwork and service opportunities.
- Work with inclusion staff to plan for and meet the needs of students with Individual Education Plans (IEPs) and English Language Learners (ELLs). Differentiate instruction and provide accommodations and supports as needed. Actively seek to improve knowledge and skills to better address the needs of special education students and ELLs.
- Implement a balanced literacy program that includes daily instruction and practice in reading and writing. As appropriate to the grade level and needs of individual students, implement the strategies and structures of guided reading. Support student literacy (reading, writing, speaking, listening) across the curriculum.
- Incorporate diversity and multi-cultural content into curriculum and instruction throughout the year in big and small ways. Ensure that all students see their culture(s) represented in curriculum and materials.
- Develop and revise clear criteria and standards for quality work and regularly examine student work to ensure that it meets increasingly higher standards of quality.
- Align curriculum vertically and within grade-level expectations based on Common Core standards to ensure students have access to an equitable education.

Assessment/Accountability
- Conduct ongoing assessment of student work using multiple assessment tools including anecdotal records, performance assessments with rubrics, exams, and individualized assessments as appropriate. Use assessment data to plan for instruction and to set short and long-range goals. Ensure collection and submission of data.
- Regularly analyze student data to improve and adjust instruction, ensure equity, and make program recommendations and improvements.

**Social Curriculum/School Culture**
- Create and maintain a physically and emotionally safe environment for students. Communicate respectfully to students at all times. Model, practice and discuss respectful, unbiased and effective communication with students.
- Uphold and support the school-wide discipline policies. Document serious and less serious infractions to the policies and seek help and support from colleagues and administrators when discipline concerns arise.
- Structure a classroom environment that is developmentally appropriate, student-centered, print-rich and well organized. Involve students in the care and maintenance of the room.

**Collaboration, Collegiality and Professionalism**
- Meet and plan at least weekly as a grade level team or with head of school or instructional guide to ensure consistency of program and curriculum implementation.
- Seek to resolve conflicts with colleagues as soon as they arise using the DAA staff norms. Seek support from the Head of School when needed.
- Make classrooms open to visits from other teachers, administrators, family members, prospective families and visitors to the school in ways that are not disruptive to student learning. Involve students in welcoming visitors and communicating about the program.

**Professional Development**
- Participate in weekly Professional Development meetings and contribute to sessions by sharing ideas and student work, offering feedback, and facilitating some sessions or discussions.
- Participate in a three-week summer professional development before students begin in the fall.
- Participate in professional development as needed or suggested by coach and/or Head of School.
- Taking all next steps aligned with Professional Development.

**Parent Communication and Involvement**
- Conduct student led conferences with parents three times per year for the purpose of sharing assessments and student work and making recommendations. Support students in sharing work with their parents.
- Keep parents informed about classroom activities and units of study through on-going communication that includes weekly or bi-weekly newsletters and regular updates.
- Support parents in understanding the instructional approach at DAA through regular communication. Assist with planning and facilitating at least one parent workshop per year.
- Offer opportunities for families to be involved in and out of the classroom.

**Other Professional Responsibilities**
Attend and participate in school events. Teachers will be asked to attend at least two community meetings or events per year.

Check voicemail and e-mail daily and respond promptly to requests from parents, administrators and colleagues.

Supervise students during lunch and recess times according to an agreed upon schedule.

QUALIFICATIONS

- **Dedication to our mission**: A steadfast belief that all students can achieve at the highest levels, regardless of demography.
- **Determination**: A willingness to make things happen and a sense of urgency around educational equity for all students.
- **Strong communication**: The ability to communicate in a direct and sensitive fashion with students, parents, and colleagues.
- **Team player**: A desire to work in a team-oriented environment and collaborate with colleagues.
- **Growth mindset**: An ability to receive frequent feedback with humility and a strong desire to grow and develop as an educator.
- **Reflective attitude**: An ability to constantly reflect on student data as well as personal areas of strength and growth.
- **Flexibility**: Willingness to work in an ever-changing field and face challenges with a positive attitude
- **Professional integrity**: A personal alignment with the values and ethical standards of Detroit Achievement Academy.

Bachelor’s degree (required), Master’s Degree (preferred)

At least 2 years prior teaching experience, in an EL school or project based environment preferred

A current, valid teaching certificate (required)

Strong technical skills (required)

To apply, submit a cover letter and resume to: careers@detroitachievement.org

*Detroit Achievement Academy is dedicated to equal employment opportunities and fair labor practices. Detroit Achievement Academy provides equal employment opportunities to all individuals based on job-related qualifications, and the ability to perform a job without regard to gender, age, race, color, religion, national origin, sexual orientation, veteran status, marital status, or disability. It is our policy to maintain a non-discriminatory environment free from intimidation, harassment or bias based upon these grounds.*
Detroit Achievement Academy (DAA) and Detroit Prep (DP) exist to provide a world-class, equitable education that will give all students a foundation of academic excellence and character development while fostering a love of learning and passion for exploring and fulfilling their extraordinary potential as learners, leaders, and world-changers.

**WHAT IT MEANS TO WORK AT DETROIT ACHIEVEMENT ACADEMY & DETROIT PREP:**

- Being an active participant as we develop our school culture and environment
- Having a deep commitment to social justice and equity for all children
- Working hard to provide results for our students
- Working with a diverse student body
- Welcoming visitors who are interested in our school
- Being challenged to examine your work in order to increase student achievement
- Engaging in a deep and meaningful way with the parents/guardians of all students at DAA and DP
- Having extraordinarily high expectations for all students, staff, and faculty at DAA and DP
- Being supported by your team

**GUIDING PRINCIPLES AND MINDSETS**

- **Our work is active.** We learn by doing and getting our hands dirty. Students are scientists, urban planners, historians, and activists, investigating real community problems and collaborating with peers to develop creative, actionable solutions. Adults are active guides of student learning and active members of their professional learning community.
- **Our work is inclusive and equitable.** Students and adults celebrate the diverse backgrounds of their peers. School leaders work to recruit and attract a population of families and faculty that represents different socio-economic, racial, and ethnic backgrounds.
- **Our work is excellent.** Students at all levels are pushed and supported to do more than they think they can. Excellence is expected in the quality of their work and thinking. School leaders, teachers, students, and families share rigorous expectations for quality work, achievement, and behavior.
• **Our work is reflective.** Students and adults reflect as they triumph and as they stumble. Students and adults offer direct and sensitive feedback to their peers. Trust, respect, responsibility, and joy in learning permeate the school culture.

**POSITION OVERVIEW: OPERATIONS ASSOCIATE**

We are looking for extraordinary leaders and learners to join our team who:

- Are passionate about providing an excellent education for all students
- Have an obsession with systems, organization, and efficiency,
- Communicate effectively and professionally,
- Maintain a safe, clean, and welcoming environment,
- Engage families, visitors, and other stakeholders as partners in our students’ education,
- Commit to constant learning, reflection, and improvement of their own practice,
- Bring their passions, personalities, humor, and joy to school every day,
- Thrive in a start-up environment, and
- Are committed to equity and the belief that all children in Detroit can reach their full potential.

This position involves working primarily with the Executive Director, Director of Operations, Chief Academic Officer, and Office & Operations Managers. The hours of this position are typically Monday-Friday 8:00a-5:00p, though the days and hours will vary. This job description is meant to provide structure to the responsibilities and accountability of this position. There may be additional responsibilities assigned as the needs of students and of the school arise. The Operations Associate will report to the Head of School.

**PRIMARY RESPONSIBILITIES**

**Administration & Organization**

- Create and manage Google Suite documents and sheets to track data, projects, and systems
- Manage and interface with student information systems such as PowerSchool
- Maintain school supplies inventory by checking stock to determine inventory level and anticipate needed supplies
- Fulfill teacher supply requests and organize new supplies shipped to the schools
- Organize new shipments of uniforms and fulfill uniform orders requested by families
- Track accounts payable and receivable, organize invoices and financial records

**Special Events Planning & Logistics**

- Develop and monitor timelines and task completion related to community events and fundraisers. Assist with invites, outreach material, setup, and welcoming guests.

**Volunteer Coordination**
- Facilitate volunteer groups throughout the year by identifying work projects based on school needs, supervising each work group, and serving as the on-site coordinator.

**Grant Funding**
- Research and outline potential grant opportunities for DAA and DP

**Student Recruitment**
- Support outreach opportunities to reach a diverse population of elementary aged students around the DAA and DP neighborhoods
- Support the engagement of community assets by dropping off informational flyers
- Attend student enrollment fairs and information sessions as requested
- Canvass neighborhoods during the summer months
- Create / update student recruitment materials
- Support with enrollment of students as requested

**Student Services**
- Facilitate student meal distribution, adhering to state and national standards of cleanliness, food service and student meal distribution
- Maintain appropriate documentation of student meals, including but not limited to pack slips and count sheets
- Report meal counts, student service counts, and any meals-related discrepancies to the Operations Manager, Director of Operations and Compliance, and/or Head of School.
- Assist appropriately in the maintenance of confidential student files and records
- Supervise students during lunch and recess times (when needed)
- Supervise small groups of scholars before school, after school, and during activities (when needed)
- Supervise students on the school bus in the mornings or afternoons (when needed)
- Supervise students for after care or after school enrichment (when needed)

**Collaboration, Collegiality and Professionalism**
- Seek to resolve conflicts with colleagues as soon as they arise using the DAA and DP staff norms.

**Professional Development**
- Participate in professional development as needed or suggested by coach and/or Head of School.
- Take all next steps from check-ins with Head of School and Operations Manager

**Other Professional Responsibilities**
- Attend and participate in school events. Teammates will be asked to attend at least two community meetings or events per year.
- Check voicemail and e-mail daily and respond promptly to requests from parents, administrators and colleagues within 24 hours.
QUALIFICATIONS

- **Dedication to our mission:** A steadfast belief that all students can achieve at the highest levels, regardless of demography.
- **Determination:** A willingness to make things happen and a sense of urgency around educational equity for all students.
- **Strong communication:** The ability to communicate in a direct and sensitive fashion with partners, donors, students, parents, and colleagues.
- **Team player:** A desire to work in a team-oriented environment and collaborate with colleagues.
- **Growth mindset:** An ability to receive frequent feedback with humility and a strong desire to grow and develop
- **Reflective attitude:** An ability to constantly reflect on personal areas of strength and growth.
- **Flexibility:** Willingness to work in an ever-changing field and face challenges with a positive attitude
- **Professional integrity:** A personal alignment with the values and ethical standards of DAA and DP
- Ability to lift up to 50lbs, ability to stand for extended periods of time
- Strong technical skills (required)
- Bachelor’s degree (preferred),
- Effective, clear written and oral communication skills
- Experience in project management, event planning, and execution
- Strong attention to detail
- Graphic design and organizational level social media experience is a plus

To apply, submit a your resume and a paragraph explaining why you are the perfect fit for this role to careers@detroitachievement.org.

*Detroit Achievement Academy and Detroit Prep are dedicated to equal employment opportunities and fair labor practices. Detroit Achievement Academy and Detroit Prep provide equal employment opportunities to all individuals based on job-related qualifications, and the ability to perform a job without regard to gender, age, race, color, religion, national origin, sexual orientation, veteran status, marital status, or disability. It is our policy to maintain a non-discriminatory environment free from intimidation, harassment or bias based upon these grounds.*
Detroit Achievement Academy exists to holistically support the education and development of students who have the determination, drive, and skills to shape their own path of high achievement with the ultimate goal of creating civically engaged, joyful citizens who are ready to change the world.

Detroit Prep exists to provide a world-class, equitable education that will give all students a foundation of academic excellence and character development while fostering a love of learning and passion for exploring and fulfilling their extraordinary potential as learners, leaders, and world-changers.

**POSITION OVERVIEW: SCHOOL SOCIAL WORKER**

The School Social Worker at Detroit Achievement Academy & Detroit Prep is responsible for the social and emotional education of each student assigned to his or her caseload, and is responsible for working with students, parents, other teachers and staff, and the Principal & Head of School toward achieving the mission and goals of Detroit Achievement Academy to maximize the time that students are learning and growing. The School Social Worker is responsible for ensuring all students with social and emotional needs receive a high quality education aligned with his/her personal goals both inside the general education classroom and through individualized instruction. The School Social Worker reports to the Principal & Head of School.

**WHAT IT MEANS TO WORK AT DETROIT ACHIEVEMENT ACADEMY & DETROIT PREP:**

- Being part of a creative and innovative mission-driven small school culture
- Serving as a leader of one of Detroit's most successful schools
- Working in a culture that sets students first and removes obstacles to improvement
- Working alongside a dynamic team of teachers driven by the improvement of their craft
- Being an active participant in our school culture and environment
- Having a deep commitment to social justice and equity for all children
- Engaging in significant curriculum development work
- Working hard to provide results for our students
- Welcoming visitors who are interested in our school
- Being challenged to examine your work in order to increase student achievement
- Engaging in a deep and meaningful way with the parents/guardians of all students at Detroit Achievement Academy
- Having extraordinarily high expectations for all students, staff, and faculty at Detroit Achievement Academy
- Being supported by your peers, Principal, Head of School, Executive Director, and Board
PRIMARY RESPONSIBILITIES

Curriculum/Programs

- Commit to a vision of child-centered, inquiry-based education that develops children in three areas of student achievement: mastery of knowledge and skills, development of positive habits of character, and the ability to produce high-quality work.
- Have a strong understanding of the factors involved in overrepresentation of certain populations in Special Education and Social Work, and actively work to ensure fair, unbiased, and data-based referral, assessment, and identification practices.
- Collaborate with Principal, Head of School, and behavior and academic interventionists to ensure that RTI systems and Special Education systems are in service of all students.
- Develop a school social work plan based on a school and community data analysis that highlights the social, emotional, behavioral, and mental health needs of the students within the jurisdiction of the school social worker.
- Develop and deliver specialized instruction inside and outside the classroom during academic periods designed to help students meet grade-level standards and achieve personal learning goals.
- Coordinate service times with all contractual Special Education employees, such as Speech and Occupational Therapists, and behavior and academic interventionists.
- Coordinate IEP assessments with all contractual Special Education employees, such as Psychologists.
- Develop IEPs for special education students that are in compliance with policies.
- Ensure the records for each identified student are up to date and well-organized, and contain necessary progress notes and assessments.
- Create a clear, up-to-date IEP and 504 at-a-glance sheet for each student on caseload (in collaboration with the Special Education Teacher when appropriate) to provide for lead teachers and support work toward IEP goals and implementation of accommodations and modifications in the general education setting.
- Meet and plan at least bi-weekly with teachers who have students with IEPs and 504 plans for behavior in their crews to ensure consistency of program and curriculum implementation with accommodations and modifications.
- Be open to visits from other teachers, administrators, family members, prospective families and visitors to the school in ways that are not disruptive to student learning. Involve students in welcoming visitors and communicating about the program.

Instruction

- Support the implementation of the Expeditionary Learning and Responsive Classroom models. Staff members at Detroit Achievement Academy & Detroit Prep are expected to commit to learning these models.
- Ensure that instruction is effective and meets the needs of diverse learners; ensure lead teachers employ these techniques in the classroom through supportive and regular communication and modeling.
- Create and maintain a physically and emotionally safe environment for students. Communicate respectfully to students at all times. Model, practice and discuss respectful, unbiased and effective communication with students.
- Uphold and support the school-wide discipline policies. Document serious and less serious infractions to the policies and seek help and support from colleagues and administrators when discipline concerns arise.
- Structure an environment that is developmentally appropriate, student-centered, print-rich and well organized.
Instructional duties may include: working with small groups of students, working individually with students, assessing student learning, and assisting with the planning and preparation of classroom lessons and activities.

Support our inclusion program by meeting the individual needs of students as specified in student IEPs and in plans developed and discussed.

Assume lead teacher responsibilities when a Lead Teacher is absent.

Assessment and Accountability

Modify assessments and support lead teachers in modifying classroom behavioral support for students with special needs

Assess student progress against IEP or goals and use data to plan for instruction at regular intervals

Support students with completing portfolios and meeting passage requirements

Collaborate with staff and students to implement consistent structures and develop traditions

Collaborate with teachers to develop quality formative assessments and progress monitoring practices

Support teachers in the analysis of student achievement data and adapting instruction accordingly; ensures disaggregated data is analyzed to support DAA’s vision of equitable education for all students

Social Curriculum/School Culture

Embody Detroit Achievement Academy’s norms, a commitment to holistically serving every child, and the highest standard of professionalism at all times as a leader and ambassador of the school

Collaborate with the Leadership Teams in designing, refining, and consistently implementing school systems, discipline procedures, and communication pathways

Support teachers in implementing clear classroom expectations and routines

Ensure consistent implementation of classroom management practices across all grade levels and classrooms

Collaborate with grade level teams in developing long term and daily crew plans

Collaborate with Executive Director and the Leadership Team in supporting schoolwide community meetings

Collaborate with teachers and school leadership on family conferences and Celebrations of Learning

Partner with teachers in the creation of documentation panels

Support routines and rituals in professional development meetings that build relational trust

Support the use of Responsive Classroom school-wide

Execute vision for schoolwide behavior and support all staff members toward that vision

Meet regularly with DAA’s social worker with the focus of supporting all students

Foster student leadership, service and stewardship

Seek to resolve conflicts with colleagues as soon as they arise using the DAA staff norms. Seek support from the Principal when needed.

Professional Development

Participate in weekly Professional Development and contribute to sessions by sharing ideas and student work, offering feedback, and possibly facilitating some sessions or discussions when requested

Participate in a two- or three-week summer professional development before students begin in the fall.

Parent Involvement

Assist lead teachers in preparing students with IEPs and 504 plans for student led conferences with parents at least 3 times per year for the purpose of sharing assessments and student work and making recommendations. Support students in sharing work with their parents.
• Support parents in understanding the instructional approach at Detroit Achievement Academy and Detroit Prep through regular communication.

Student Information/Records/Database
• Attend and participate in school events. Team members will be asked to attend at least two community meetings or events per year.
• Check voicemail and email daily and respond promptly to requests from parents, administrators and colleagues.
• Supervise students during lunch and recess times according to an agreed upon schedule.
• Prepare for annual student file audits based on guidelines provided by RESA
• Ensure that all documents and information on file for students with IEPS is up to date, accurate, and confidential

QUALIFICATIONS
• Dedication to our mission: A steadfast belief that all students can achieve at the highest levels, regardless of demography.
• Determination: A willingness to make things happen and a sense of urgency around educational equity for all students.
• Strong communication: The ability to communicate in a direct and sensitive fashion with students, parents, and colleagues.
• Team player: A desire to work in a team-oriented environment and collaborate with colleagues.
• Growth mindset: An ability to receive frequent feedback with humility and a strong desire to grow and develop as a leader.
• Reflective attitude: An ability to constantly reflect on student data as well as personal areas of strength and growth.
• Flexibility: Willingness to work in an ever-changing field and face challenges with a positive attitude
• Professional integrity: A personal alignment with the values and ethical standards of Detroit Achievement Academy.
• Master’s Degree in Social Work (required)
• Social Work License (LLMSW or LMSW)
• State of Michigan Approval (full or temporary) in School Social Work (required)
• Clinical experience (preferred)
• Experience in an EL school or project based environment (preferred)

To apply, submit a cover letter and resume to: careers@detroitachievement.org

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Detroit Achievement Academy exists to holistically support the education and development of students who have the determination, drive, and skills to shape their own path of high achievement with the ultimate goal of creating civically engaged, joyful citizens who are ready to change the world.

POSITION OVERVIEW: SPECIAL EDUCATION TEACHER

The Special Education teacher at Detroit Achievement Academy is responsible for the education of each student assigned to his or her caseload, and is responsible for working with students, parents, other teachers and staff, and the Principal towards achieving the mission and goals of Detroit Achievement Academy. The Special Education Teacher is responsible for ensuring all students with disabilities receive a high quality education aligned with his/her personal goals both inside the general education classroom and through pull-out instruction. The Special Education Teacher reports to the Principal.

WHAT IT MEANS TO WORK AT DETROIT ACHIEVEMENT ACADEMY & DETROIT PREP:

- Being part of a creative and innovative mission-driven small school culture
- Serving as a leader of one of Detroit's most successful schools
- Working in a culture that sets students first and removes obstacles to improvement
- Working alongside a dynamic team of teachers driven by the improvement of their craft
- Being an active participant in our school culture and environment
- Having a deep commitment to social justice and equity for all children
- Engaging in significant curriculum development work
- Working hard to provide results for our students
- Welcoming visitors who are interested in our school
- Being challenged to examine your work in order to increase student achievement
- Engaging in a deep and meaningful way with the parents/guardians of all students at Detroit Achievement Academy
- Having extraordinarily high expectations for all students, staff, and faculty at Detroit Achievement Academy
- Being supported by your peers, Principal, Head of School, Executive Director, and Board

PRIMARY RESPONSIBILITIES

Curriculum/Instruction/Assessment

- Implement the principles and components of Expeditionary Learning and the Responsive Classroom model. Teachers in their first year at Detroit Achievement Academy are expected to commit to learning these models by attending various professional development meetings and conferences held throughout the summer and school year.
● Develop and deliver specialized instruction in the classroom and outside the classroom during academic periods designed to help students meet grade-level standards and achieve personal learning goals
● Develop IEPs for special education students
● Ensure the records for each identified student are up to date and well-organized, and contain necessary progress notes and assessments
● Modify assessments and classwork for students with special needs
● Assess student progress against IEP and other goals and use data to plan for instruction
● Support students with completing portfolios and meeting passage requirements
● Collaborate with staff and students to implement consistent structures and develop traditions

Social Curriculum/School Culture
● Create and maintain a physically and emotionally safe environment for students. Communicate respectfully to students at all times. Model, practice and discuss respectful, unbiased and effective communication with students.
● Uphold and support the school-wide discipline policies. Document serious and less serious infractions to the policies and seek help and support from colleagues and administrators when discipline concerns arise.
● Structure an environment that is developmentally appropriate, student-centered, print-rich and well organized.

Collaboration, Collegiality and Professionalism
● Meet and plan at least weekly with teachers teaching Special Education students to ensure consistency of program and curriculum implementation.
● Seek to resolve conflicts with colleagues as soon as they arise using the DAA staff norms. Seek support from the Principal when needed.
● Be open to visits from other teachers, administrators, family members, prospective families and visitors to the school in ways that are not disruptive to student learning. Involve students in welcoming visitors and communicating about the program.

Professional Development
● Participate in weekly Professional Development meetings and contribute to sessions by sharing ideas and student work, offering feedback, and facilitating some sessions or discussions.
● Participate in a two-week summer professional development before students begin in the fall.

Parent Communication and Involvement
● Assist lead teachers in conducting student led conferences with parents 3 times per year for the purpose of sharing assessments and student work and making recommendations. Support students in sharing work with their parents.
● Keep parents informed about classroom activities and units of study through ongoing communication.
● Support parents in understanding the instructional approach at Detroit Achievement Academy through regular communication. Assist with planning and facilitating at least one parent workshop per year.

Other Professional Responsibilities
● Attend and participate in school events. Teachers will be asked to attend at least four community meetings or events per year.
Check voicemail and email daily and respond promptly to requests from parents, administrators and colleagues.
Supervise students during lunch and recess times according to an agreed upon schedule.

**QUALIFICATIONS**

- **Dedication to our mission**: A steadfast belief that all students can achieve at the highest levels, regardless of demography.
- **Determination**: A willingness to make things happen and a sense of urgency around educational equity for all students.
- **Strong communication**: The ability to communicate in a direct and sensitive fashion with students, parents, and colleagues.
- **Team player**: A desire to work in a team-oriented environment and collaborate with colleagues.
- **Growth mindset**: An ability to receive frequent feedback with humility and a strong desire to grow and develop as a leader.
- **Reflective attitude**: An ability to constantly reflect on student data as well as personal areas of strength and growth.
- **Flexibility**: Willingness to work in an ever-changing field and face challenges with a positive attitude
- **Professional integrity**: A personal alignment with the values and ethical standards of Detroit Achievement Academy.
  - Bachelor’s degree (required), Master’s Degree (preferred)
  - At least three years prior teaching experience (required)
  - Experience in an EL school or project based environment (strongly preferred)
  - At least two years in a leadership position, including direct leadership/management of adults (required)
  - Strong technical skills required, including knowledge of and comfort with Google suite of tools (e-mail, calendar, Drive, etc.)

To apply, submit a cover letter and resume to: adrian@detroitachievement.org

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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: 05 / 14 / 2020

Board President/Vice President Signature

Secretary’s Certification:

I certify that the foregoing resolution was duly adopted by the Detroit Achievement Academy Board of Directors at a properly noticed open meeting held on the 12th day of May, 2020, at which a quorum was present.

Board Secretary

05 / 14 / 2020
Admission and Enrollment Policy

1. Requirements - Section 504 of the Revised School Code states that public school academies shall neither charge tuition nor discriminate in pupil admissions policies or practices on the basis of intellectual or athletic ability, measures of achievement or aptitude, status as a handicapped person, or any other basis that would be illegal if used by a Michigan public school district. Academy enrollment shall be open to all individuals who reside in Michigan. Except for a foreign exchange student who is not a United States citizen, a public school academy shall not enroll a pupil who is not a Michigan resident. Academy admissions may be limited to pupils within a particular age range/grade level or on any other basis that would be legal if used by a Michigan public school district. The Academy Board may establish a policy providing enrollment priority to siblings of currently enrolled pupils. The Academy shall allow any pupil who was enrolled in the immediately preceding academic year to re-enroll in the appropriate age range/grade level unless that grade is not offered. No students may be denied participation in the application process due to lack of student records. If the Academy receives more applications for enrollment than there are spaces available, pupils shall be selected for enrollment through a random selection drawing.

2. Application Process - The application period shall be a minimum of two weeks in duration, with evening and/or weekend times available. The Academy shall accept applications all year. If openings occur during the academic year, students shall be enrolled. If openings do not exist, applicants shall be placed on the official waiting list. The waiting list shall cease to exist at the beginning of the next application period. In the event there are openings in the class for which students have applied, students shall be admitted according to the official waiting list. The position on the waiting list shall be determined by the random selection drawing. If there is no waiting list, students shall be admitted on a first-come, first-served basis. The Academy may neither close the application period nor hold a random selection drawing for unauthorized grades.
3. Legal Notice - The Academy shall provide legal notice of the application and enrollment process in a local newspaper of general circulation. At a minimum, the legal notice must include:
   i. The process and/or location(s) for requesting and submitting applications.
   ii. The beginning date and the ending date of the application period.
   iii. The date, time, and place the random selection drawing(s) will be held, if needed.
   iv. The legal notice of the application period shall be designed to inform individuals that are most likely to be interested in attending the Academy.
   v. The Academy, being an equal opportunity educational institution, shall be committed to good-faith affirmative action efforts to seek out, create and serve a diverse student body.

4. Re-enrolling Students - The Academy shall notify parents or guardians of all enrolled students of the deadline for notifying the Academy that they wish to re-enroll their child. If the Academy Board has a sibling preference policy, the re-enrollment notice must also request that the parent or guardian indicate whether a sibling(s) seeks to enroll for the upcoming academic year. An enrolled student who does not re-enroll by the specified date can only apply to the Academy during the application period for new students. An applicant on the waiting list at the time a new application period begins must reapply as a new student. After collecting the parent or guardian responses, the Academy must determine the following:
   i. The number of students who have re-enrolled per grade or grouping level.
   ii. The number of siblings seeking admission for the upcoming academic year per grade.
   iii. If space is unavailable, the Academy must develop a waiting list for siblings of re-enrolled students.
   iv. The number of spaces remaining, per grade, after enrollment of current students and siblings.

5. Random Selection Drawing - A random selection drawing is required if the number of applications exceeds the number of available spaces. Prior to the application period, the Academy shall:
   i. Establish written procedures for conducting a random selection drawing.
ii. Establish the maximum number of spaces available per grade or grouping level.

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

iv. The Academy shall use a credible, neutral “third party” to conduct the random selection drawing. Further, the Academy shall:
   1. Conduct the random selection drawing at a public meeting where parents, community members and the public may observe the process.
   2. Use number, letters, or another system that guarantees fairness and does not give an advantage to any applicant.
   3. The Academy shall notify applicants not chosen in the random selection drawing that they were not selected and that their name has been placed on the Academy’s official waiting list for openings that may occur during the academic year. Students shall appear on the official waiting list in the order they were selected in the random selection drawing.
SCHEDULE 7-6

SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE
### 2020-2021 DAA/ Detroit Prep Calendar

#### July

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**Independence Day**

**First Day of School**

**Community Meeting - Curriculum Night**

**October 2020**

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**PD Day (No School for Students)**

**Community Meeting - Data & Goal Setting Conferences**

**December 2020**

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**Progress Report #1**

**Progress Report #2**

**Progress Report #3**

**May 2021**

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**Teacher Appreciation Week**

**PD Day (No School for Students)**

**June 2021**

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**Student Led Conferences & Progress Report #4**

**Last Day of School & Field Day**

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**INSTRUCTIONS**

- Choose the year and start day

Publishing your calendar: If you want to publish a school calendar, you must ensure that it includes the following note and URL in the footer: Calendar Templates by Vertex42.com - https://www.vertex42.com/calendars/

Converting the calendar to a PDF: To publish a school calendar on your website, you should first convert it to a PDF. The best way to do that is to print to a PDF driver, or in Excel 2010/2013 you can go to Save As and select PDF.

Changing the color scheme: You can change the color scheme by going to Page Layout > Themes > Colors.

Background colors: The background color for the weekends and blank days are controlled using conditional formatting. To edit, select the cell(s) and go to Format > Conditional Formatting.

View the Print Area: To view the current print area, first view the Print Preview (Ctrl+P) then return to the Home tab. Or, go to View > Page Break Preview. The print area will become highlighted with a dashed line. To choose a new print area, select the cells you want to include and go to Page Layout > Print Area > Set Print Area.
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SCHEDULE 7-7

AGE/GRADE RANGE OF PUPILS ENROLLED
In the 2020-2021 school year, Detroit Achievement Academy will serve grades Kindergarten through 8th grade to age-appropriate students.

In the 2020-2021 school year, Detroit Prep will serve grades Kindergarten through 5th grade to age-appropriate students.
SCHEDULE 7-8

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

7000 Outer Drive is 22,000 square feet, one story, and made of brick. The building has a gymnasium, four sets of bathrooms, administrative offices, and 11 classrooms. The property includes 5 acres of fenced-in land upon which we will build a playspace and garden. The property also includes a 100 space parking lot.
Detroit Prep is located at 8411 Sylvester Detroit, MI 48214, in a building which is three stories and brick. The premises consists of approximately 24 classrooms, a multipurpose room, a cafeteria, four administrative offices, a special education suite, an outdoor play space, and a 50 car parking lot.
Detroit Achievement Academy Middle School is located at 19321 W Chicago, Detroit, MI, 48228, in the St. Suzanne Cody Rouge Community Resource Center building. This building is 50,000 square feet, two stories and brick. The premises consist of approximately 24 classrooms, a multipurpose room, a gymnasium, an office and a 50-car parking lot. Detroit Achievement Academy occupies 4 classrooms and shares the use of the multipurpose room, gymnasium and parking lot.
REAL ESTATE PURCHASE AGREEMENT

THIS REAL ESTATE PURCHASE AGREEMENT ("Agreement") is executed this 13th day of February, 2015, by and between Greenfield-Peace Lutheran Church, Detroit, Michigan, a Michigan nonprofit ecclesiastical corporation, of 6940 W. Outer Drive, Detroit, Michigan, 48235 ("Seller") and Detroit Achievement, also known as Detroit Achievement Academy, a Michigan charter school academy, of 200 N. State Street, No. 302, Ann Arbor, Michigan, 48104 ("Buyer"). The Effective Date of this Agreement is 3 February 2015.

RECITALS

A. Seller owns the land together with all improvements now on the land, and subject to all building and use restrictions and easements, if any, and zoning ordinances, if any located at 7000 W. Outer Drive, Detroit, Wayne County, Michigan, 48235, Parcel # 22-050-7187, legally described on the attached Exhibit A (the "Property").

B. Seller desires to sell the Property to Buyer, and Buyer desires to purchase the Property, from Seller, upon the following conditions:

C. Buyer is a public school academy authorized by the Grand Valley State University Board of Trustees under applicable law to operate a charter school. Buyer desires to purchase the Property to be used as its school during all applicable periods set forth in this purchase agreement and the term of the land contract.

AGREEMENT

1. PURCHASE AND SALE.

1.1 Purchase. Pursuant to the terms and conditions of this Agreement, Seller agrees to sell and convey to Buyer and Buyer agrees to purchase from Seller the Property.

1.2 Purchase Price. The purchase price for the Property is Six Hundred Twenty-Five Thousand no/100 Dollars ($625,000.00) (the "Purchase Price").

1.3 Purchase Price and Terms. Buyer will pay the Purchase Price to Seller pursuant to and in accordance with the terms of this Agreement and the Land Contract attached hereto as Exhibit B (the "Land Contract").

1.4 Earnest Money Deposit and Escrow Documents.

(a) Within three (3) days, Buyer will deposit with Seaver Title Agency, 42651 Woodward Avenue, Bloomfield Hills, Michigan, 48304, Attn: cath prime darling, phone # 248-454-9751, email cdeyuel @seavertitle.com (the "Title Company") the sum of Five Thousand and no/100 Dollars ($5,000.00) as a deposit of earnest money (the "Deposit"). At Closing (defined below), the Deposit will be credited against the Purchase Price as a down payment on the Land Contract.

(b) Within twenty-four (24) hours of the expiration of the Inspection Period (3:00 p.m. on 5 March 2015), if Buyer has not terminated this Agreement, Buyer shall deposit an additional Ten Thousand and no/100 Dollars ($10,000.00) with the
Title Company to be included as part of the Deposit. Upon the deposit of the additional deposit of $10,000, the entire Deposit of $15,000 shall be non-refundable and shall either be credited to Buyer upon Closing or distributed to Seller on 20 March 2015 in full termination of this Agreement.

(c) In addition to the Deposit, the parties shall deposit with the Title Company the Land Contract (Exhibit B), a Memorandum of Land Contract (the “Memorandum”) (Exhibit C), the Warranty Deed (Exhibit D), and an Addendum to the Land Contract ("Addendum") (Exhibit E), all fully executed by Seller. The Title Company, as Escrow Agent, will hold the Land Contract, the Memorandum, and the Addendum in escrow until the Closing, at which time Buyer will sign all documents and the Title Company will record the Memorandum and retain the original Land Contract and Addendum. If there is no Closing, the Title Company shall destroy all documents it holds and distribute the forfeited Deposit in full termination of this Agreement. Any escrow fee charged by the Title Company for these services shall be split equally by Seller and Buyer.

(d) Upon Closing, the Title Company, as Escrow Agent, shall hold the Warranty Deed in escrow until full payment by Buyer under the Land Contract, at which time the Warranty Deed will be delivered to Buyer. Payments shall be made as set forth in a Schedule of Payments to be attached to the Land Contract at the Closing. Seller may change the amount paid to the Church Extension Fund with its approval, and Buyer shall make payments as indicated. The parties shall enter into an Escrow Agreement with the Title Company specifying these terms. Any escrow fee charged by the Title Company for these services shall be paid by Buyer.

1.5 Assumption of Liabilities. The parties agree that the transactions covered by this Agreement constitute a purchase of the Property only and that Buyer assumes no liabilities of Seller.

2. PRE-CLOSING AND CLOSING.

2.1 Definitions. The following definitions apply to this Agreement:

(a) “Pre-Closing” means that period before the Closing Date, as defined below, during which time the parties will exercise commercially reasonable efforts to satisfy all requirements of this Agreement.

(b) “Closing” occurs when the Land Contract is signed by Buyer and Buyer pays to Seller the down payment under the Land Contract. The “Closing Date” is the date on which such events take place.

(c) “Termination” occurs when: 1) Buyer notifies Seller that it is unsatisfied in any respect that the Property is unsuitable for Buyer’s intended purposes, 2) 5 March 2015 in the event an additional deposit of $10,000 is not received, or 3) 20 March 2015 in the event Closing has not occurred. Termination voids this Agreement and neither party shall have any further rights or obligations under this Agreement.

2.2 Pre-Closing. During the Pre-Closing, the following will occur:
(a) **Document Delivery.** Seller has delivered to Buyer and Buyer acknowledges receipt of the following:

1. Architectural drawings with respect to the modular building formerly located on the east portion of the Property;

2. Reports by Testing Engineers and Consultants or others regarding the footings and the fill used by any former user of the Property with respect to the modular building area;

3. Correction Orders issued by the City of Detroit for violation of the City’s ordinances with respect to the removal of the modular buildings;

4. The Leases (defined below);

In addition, Buyer shall have access to all exhibits, pleadings, filings and documents relating to the removal of the modular building and any lawsuit, arbitration or action relating thereto, and be furnished copies of the Demand for Arbitration, and any response to the Demand for Arbitration.

(b) **Access to the Property and Inspections.**

1. Buyer shall be under no obligation to purchase the Property or otherwise perform under this Agreement unless Buyer determines the Property to be, in all respects, acceptable to Buyer and suitable for Buyer’s intended purposes. This decision shall be the sole decision of Buyer, determined in the absolute discretion of Buyer, with Buyer’s decision being final and binding upon both parties. Buyer shall have until the 3:00 p.m. on 5 March 2015 (the “Inspection Period”) to notify Seller of its termination of this Agreement due to Buyer’s determination that the Property is not acceptable to Buyer for any or no reason; provided, however, that Buyer shall have until 5:00 p.m. on March 15, 2015, to notify Seller of Buyer’s termination based solely on Buyer’s non-approval of the Survey of the Property. In the event Buyer elects to terminate this Agreement, Buyer shall provide written notice of termination to Seller prior to the expiration of the Inspection Period. In the event Buyer provides said notice of termination neither party shall have any further rights or obligations under this Agreement and Buyer shall receive a full refund of the Deposit. In the event Buyer does not submit written notice of termination prior to the expiration of the Inspection Period, Buyer shall be deemed to be satisfied with its inspections of the Property and this contingency shall therefore be deemed to be fulfilled. Seller, at no expense to Seller, shall fully cooperate with Buyer in the obtaining of all approvals required from any federal, state or local government approvals, including necessary permissions from Buyer’s Charter School Authorizer necessary for Buyer to satisfy itself during the Inspection Period of the suitability of the Property for use as a public school academy. Said governmental approvals shall be obtained during the Inspection Period unless the parties agree that additional time is required to obtain them.

*Real Estate Purchase Agreement*

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Buyer’s Inspections may include, but shall not be limited to: (i) a physical inspection of all aspects of the Property and all improvements thereon; (ii) an environmental analysis and investigation of the Property as more fully described below in Section 8; (iii) a verification that there are no existing special assessments affecting the Property or any improvements thereon; (iv) investigating the availability and condition of utility and sewage services and systems including, but not limited to, gas, water, electricity, sanitary sewer, storm sewer, septic tank and field feasibility and telephone services and internet and communications systems; (v) reviewing and analyzing all applicable building and use restrictions, zoning ordinances, building codes and all other federal, state and local statutes, codes, ordinances, rules and regulations relating to the ownership, development or use of the Property and for Buyer’s intended use; (vi) conducting an appraisal of the Property and (vii) analyzing the results of the Survey and the Title Commitment. Upon completion of Buyer’s Inspections, if Buyer elects not to purchase the Property, Buyer shall restore the Property to substantially the same condition as existed prior to Buyer’s Inspections.

During the term of the Inspection Period and at all times prior to Closing, Buyer, its employees, agents, representatives, engineers, inspectors and surveyors shall have the right of access to the Property at all times for the purposes of performing Buyer’s Inspections. All of Buyer’s Inspections shall be performed at Buyer’s sole cost and expense. At any time during the Inspection Period, Buyer may elect to purchase the Property for the Purchase Price by notifying Seller in writing, and the Closing shall take place in accordance with the provisions herein.

(c) Damage or Destruction. If all or any portion of the Property is damaged by fire or other casualty or is taken or made subject to condemnation, eminent domain, or other governmental acquisition proceedings (collectively “Damage”), then the following procedures will apply:

(1) Seller will notify Buyer, in writing, of any Damage within three (3) days of the date on which such Damage occurs, except in the case of condemnation, in which case Seller will notify Buyer within three (3) days of the date on which Seller becomes aware of a pending condemnation proceeding affecting any portion of the Property.

(2) If any Damage has not been repaired or restored to Buyer’s satisfaction as of the Closing Date which will cost Five Thousand Dollars ($5,000.00) or more to repair or restore, Buyer, at its sole option, may terminate this Agreement by written notice to Seller and receive an immediate return of the Deposit, or close the transactions contemplated by this Agreement. If Buyer elects to proceed with the Closing, then, at Buyer’s option (a) the Purchase Price will be reduced by the cost of the repair or replacement necessitated by the Damage, as estimated by such licensed engineer or contractor retained by Seller and approved by Buyer, in which event all insurance or condemnation proceeds will be the sole property of Seller, or (b) the Purchase Price will not be reduced, in which event Seller will assign to Buyer all insurance and condemnation.
proceeds received by Seller in connection with such Damage. Upon any Damage costing less than Five Thousand Dollars ($5,000.00) to repair or restore, Buyer will not have the option to terminate this Agreement, but at Closing Buyer, at its option, will receive either a reduction in the Purchase Price or an assignment from Seller of the insurance or condemnation proceeds in connection with such Damage.

(d) Condition of Property. From the date of this Agreement through the Closing, Seller will not materially alter the Property from that prior to the date of this Agreement and Seller shall report to Buyer any material changes in the condition of the Property.

2.3 Closing.

(a) Date, Time, and Place. The Closing will take place following the earlier of Buyer's notice to Seller requesting a Closing and expiration of the Inspection Period. The Closing will occur at the offices of the Title Company at a time during regular business hours mutually agreed upon by Buyer and Seller, or at another location as mutually agreed upon by the parties.

(b) Documents for Closing. At Closing, the parties agree to execute and deliver all documents which may be necessary or appropriate to consummate the transactions contemplated by this Agreement.

(c) Possession. Seller will deliver possession of the Property to Buyer at Closing, subject to the Leases.

3. PRORATIONS, CREDITS, ADJUSTMENTS AND CLOSING COSTS.

3.1 Property Taxes. The parties acknowledge that the Property is exempt from real and personal property taxes and as such no proration of taxes is necessary.

3.2 Utilities. Seller and Buyer will jointly arrange for final meter readings to be taken as of the Closing Date of all metered utility services used in the Property, with service to continue after such readings in Buyer's name. Seller will pay all charges for utility services consumed prior to such final meter readings and Buyer shall be responsible to pay for all utility services to the Property subsequent to Closing; provided, however, that Buyer shall not be required to pay in excess of Three Thousand and no/100 Dollars ($3,000.00) per month in utility costs from the Closing until July 1, 2015 (at which time Buyer shall be responsible to pay the full amount of all utilities). Any utility costs in excess of $3,000 per month shall be applied to the principal balance owed under the Land Contract.

3.3 Insurance. There will be no proration of insurance premiums, and Buyer will not assume any insurance policies maintained by Seller in connection with the Property.

3.4 Credits and Adjustments. All credits to Seller will be an addition to the Purchase Price payable at Closing. All credits to Buyer will be a reduction in the Purchase Price payable at Closing. To the extent any credits or adjustments cannot be precisely determined at Closing, the parties will make any necessary readjustment when the precise amount is determinable.
3.5 Closing Costs. The parties shall each pay their share of the closing fee charged by the Title Company to handle the Closing. Buyer shall pay the cost to record the Memorandum of Land Contract and any additional fees charged by the Title Company to hold the Warranty Deed in Escrow.

4. TITLE INSURANCE POLICY.

4.1 Title Insurance. After this Agreement is signed, Buyer will order a commitment for an ALTA owner’s title insurance policy in the amount of the Purchase Price, covering title to the Property from the date of this Agreement, insuring Buyer’s land contract vendee’s interest in the Property, and showing Seller as owner of the Property in fee simple, subject only to easements and restrictions of title that do not unreasonably interfere with Buyer’s use of the Property (the “Title Commitment”). The Title Commitment will provide for full extended coverage over all general title exceptions contained in the proposed policy and will contain all endorsements Buyer deems necessary. Buyer acknowledges that the Property is subject to the following interests (the “Interests”):

(a) that certain lease agreement dated July 1, 2013, as amended, between Seller as landlord and Detroit Christian School of Excellence as tenant, which lease agreement terminates on June 30, 2015 (the “DCS Lease”).

(b) that certain lease agreement dated September 21, 2014, between Seller as landlord and Antioch Bible Church as tenant, which lease agreement terminates on June 30, 2015 (the “ABC Lease,” and together with the DCS Lease, referred to herein as the “Leases”).

(c) an existing mortgage encumbering the Property (the “Mortgage”) in favor of Church Extension Fund of the Michigan District of the Lutheran Church Missouri-Synod, a Michigan nonprofit corporation (the “Lender”).

4.2 Title Exceptions. If the Title Commitment contains exceptions (not including the Interests) which, in Buyer’s reasonable opinion, make title to the Property unmarketable or unclear or which would materially interfere with Buyer’s intended use of the Property, Buyer shall notify Seller of same in writing within five (5) days of receipt of the Title Commitment. Buyer may terminate this Agreement and receive an immediate return of the Deposit or proceed to Closing subject to the title exceptions. At Closing, Seller will pay for the cost of an owner’s policy of title insurance to be subsequently issued pursuant to the Title Commitment described above. Buyer shall pay for any endorsements Buyer requests.

5. SURVEY.

Seller is unaware of any survey of the Property, however, Buyer may at its option and expense arrange for a survey (the “Survey”) to be completed by a surveyor licensed by the state of Michigan. If the Survey shows any encroachment, violation, exceptions to title, or other matters indicating possible rights of third parties with respect the Property, Buyer may terminate this Agreement by no later than 5:00 p.m. on March 15, 2015, and receive an immediate return of the Deposit or proceed to Closing subject to such conditions.

6. REPRESENTATIONS AND WARRANTIES.

Seller represents and warrants the following matters to Buyer, which representations and warranties shall survive the closing:

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6.1 Seller has not contracted for any improvements on the Property within the last one hundred twenty (120) days which could give rise to a construction lien against the Property.

6.2 The only leases or other rights of occupancy outstanding with respect to the Property are the Leases, full and complete copies of which have been delivered to Buyer. Buyer has the right in its sole discretion to terminate the ABC Lease prior to the June 30, 2015 term, in which event the Buyer will pay the rent through 30 June 2015.

6.3 There are no land contracts affecting any portion of the Property, and Seller has not conveyed any portion of the Property to any third party, and Seller will not convey any portion of the Property during this Agreement.

6.4 Seller has not made any agreement that is currently binding on Seller or the Property to sell any of the Property to any person or entity other than Buyer. Seller has not given to any person an option to purchase any of the Property, which is enforceable or exercisable now or in the future.

7. **BUYER’S INSPECTIONS.**

7.1 Buyer has no obligation to close and is being given the opportunity to have the land and improvements examined for physical condition as Buyer solely determines and at Buyer’s own expense.

7.2 Seller and Buyer acknowledge and agree that the Property and improvements are being purchased and sold in an “AS IS” condition without any representations and warranties whatsoever by Seller concerning the physical condition of the Property and improvements. Seller disclaims any and all warranties, implied or express.

7.3 Buyer may terminate this Agreement at any time prior to 3:00 p.m. on 5 March 2015, and will not have any further obligation or liability to Seller under this Agreement, and will receive a full refund of the Deposit; provided, however, that Buyer may terminate this Agreement based solely on Buyer’s non-approval of the Survey by no later than 5:00 p.m. March 15, 2015, in which case Buyer shall receive a full refund of the Deposit.

7.4 To the best of Seller’s knowledge, there are no areas of the Property where hazardous substances or hazardous wastes, as such terms are defined by applicable federal, state and local statutes and regulations, have been disposed of, released, or found. No claim has been made against Seller with regard to and Seller has never received notice of any hazardous substances or wastes as set forth herein and Seller is not aware that any such claim is current or ever has been threatened. Seller shall inform Buyer, to the best of Seller’s knowledge, of any hazardous materials or release of any such materials into the environment, and of the existence of any underground structures or utilities which are, or may be present on the Property.

7.5 **Reports.** Seller has delivered and Buyer acknowledges receipt of copies of all existing environmental studies, reports or assessments involving the Property in Seller’s possession and control, specifically a report by Testing Engineers and Consultants with respect to the area east of the school generally referred to as the Modular Site.

8. **MISCELLANEOUS.**

8.1 **Brokerage Fees.** Seller is responsible for all broker’s, finder’s, or similar fees in connection with this Agreement and holds Buyer harmless from all such sums.
8.2 Assignment. Neither party has the right to assign its rights and obligations under this Agreement.

8.3 Time of the Essence. Time is of the essence for this Agreement and thus all dates and times contained in this Agreement will be strictly adhered to unless waived in writing by both parties.

8.4 Notices. All notices, requests, and demands to or upon any party will be in writing and may be hand-delivered, sent electronically, or mailed by regular first class mail, postage prepaid, addressed to such party at the address stated on page one of this Agreement or at such other address supplied to the other parties in the manner prescribed by this Section 10.4. Notice will be deemed effective on the day the notice is placed in the United States mail, upon completion of transmission if sent electronically, or on the date of delivery if personally delivered.

8.5 Severability. Except as otherwise provided by this Agreement, the invalidity or unenforceability of any provision of this Agreement will not affect the enforceability or validity of remaining provisions and this Agreement will be construed in all respects as if such invalid or unenforceable provision were omitted; except, however, that if the invalidity or unenforceability of any provision will affect the basic economic terms of this Agreement or materially affect the rights or obligations of either party, then this Agreement will be deemed terminated.

8.6 Waiver. No provision of this Agreement may be waived except in a writing signed by the waiving party. No oral statements, course of conduct, or course of dealing will be deemed to constitute a waiver. No waiver by any party of any breach of this Agreement will be deemed or construed to constitute a waiver of any other breach or as a continuing waiver of any breach.

8.7 Applicable Law. This Agreement will be interpreted, construed, and governed according to the laws of the state of Michigan.

8.8 Captions. The captions or headings to the various paragraphs and sections contained in this Agreement are for convenience only and will to no extent affect the meaning, scope, or interpretation of this Agreement or any of its provisions.

8.9 Counterparts. This Agreement may be executed in two (2) or more counterparts, each of which will be deemed an original but all of which will constitute one instrument.

8.10 Binding Effect. This Agreement will be binding upon and inure to the benefit of the parties as well as their respective heirs, devisees, executors, administrators, personal representatives, successors, and permitted assigns.

8.11 Merger and Modification. This Agreement and the Land Contract constitute the entire agreement between the parties with respect to its subject matter, and all prior discussions, negotiations, and agreements between the parties with respect to such subject matter are deemed merged into this Agreement. No amendment or modification of this Agreement will be enforceable except if in writing and signed by the party against whom enforcement is sought.
By signing this Agreement, the parties acknowledge that they have read it, that they understand its terms, and that they are signing voluntarily.

SELLER:

GREENFIELD-PEACE LUTHERAN
CHURCH/DETROIT, MICHIGAN, a
Michigan nonprofit ecclesiastical
corporation

By:  

Name:  

Its: 

BUYER:

DETROIT ACHIEVEMENT, a Michigan
charter school academy

By:  

Name:  

Its: 

Real Estate Purchase Agreement
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LEASE

Between

LANDLORD: DETROIT PREP QALICB,  
a Michigan non-profit corporation,

And

TENANT: DETROIT ACHIEVEMENT,  
a Michigan non-profit corporation

Dated: November 21, 2018
LEASE

SECTION 1
SCHEDULE

LANDLORD:
NAME: Detroit Prep QALICB
ADDRESS: 7000 W Outer Drive, Detroit, MI, 48235

TENANT:
NAME: Detroit Achievement
ADDRESS: 7000 W Outer Drive, Detroit, MI, 48235

DEMISED PREMISES: Land located in the City of Detroit, Wayne County, Michigan at 8411 Sylvester, Detroit, Michigan as described in legal description attached as Exhibit A (the "Site"), together with all improvements located thereon, including without limitation the existing building, and the Landlord Improvements (defined herein)(collectively, the "Demised Premises")

LEASE TERM: The Delivery Date (as defined herein) until June 30, 2043 unless terminated sooner pursuant to Paragraph 2.2.

EFFECTIVE DATE The date this Lease has been executed by Landlord and Tenant below.

COMMENCEMENT DATE: The Delivery Date (as defined herein)

TERMINATION DATE: June 30, 2043.

BASE RENT: Annual Base Rent for each Lease Year shall be as set forth in Exhibit B attached hereto.

EXHIBITS ATTACHED: "A" - Legal Description
"B" - Base Rent Schedule
"C" – Description of Plans and Specifications
SECTION 2

GRANT, TERM AND TERMINATION OF PRIOR LEASE

2.1 Demised Premises

Landlord, in consideration of the rents to be paid and the covenants, promises and agreements to be performed by Tenant, does hereby lease to Tenant and Tenant hereby rents from Landlord, the Demised Premises described in Section 1.

2.2 Term

The term of this Lease shall be for the Lease Term, unless the Lease Term is extended or sooner terminated in accordance with the provisions of this Lease. Also, the Lease Term shall immediately terminate if at any time Tenant’s authorization to operate a public school academy is terminated in accordance with Article X of a certain Contract to Charter a Public School Academy and Related Documents dated July 1, 2013, as amended, issued by Grand Valley State University Board of Trustees ("Authorizer") to Tenant (the “Charter School Contract”).

SECTION 3

CONSTRUCTION OF DEMISED PREMISES

3.1 Construction

Landlord agrees to cause Substantial Completion (defined below) of the certain improvements to the Demised Premises pursuant to the plans and specifications described on Exhibit C attached hereto (the “Landlord Improvements”), at Landlord's sole cost and expense, prior to August 1, 2019 (the “Delivery Date”).

3.2 Delays

In the event Landlord’s contractors shall be delayed or hindered in the construction of the Landlord Improvements or prevented from completing such construction or prevented from delivering possession of the Demised Premises on or prior to the Delivery Date because of any strike, lockout, labor dispute; fire, damage or destruction or casualty; unavailability of material; weather; power failures; unavailability of utilities; restrictive governmental laws or regulations; riots; insurrection; war; or any other reason, beyond the reasonable control of the Landlord or its contractors (“Force Majeure Event”), then Landlord shall be excused for the period of delay caused by the Force Majeure Event and the Delivery Date shall be extended for such period of delay.

3.3 Substantial Completion

"Substantial Completion" shall mean the completion of the Landlord Improvements so that the Demised Premises is available and all required governmental permits and approvals have been obtained (including a certificate of occupancy) for occupancy and use by Tenant as an “public school academy” pursuant to MCL 380.1, et seq..
SECTION 4
POSSESSION AND COMMENCEMENT OF TERM

4.1 Possession and Commencement of Lease Term

Landlord shall deliver possession and occupancy of the Demised Premises to Tenant and the Lease Term shall commence on the Delivery Date.

4.3 Memorandum

Upon request of the Landlord, Tenant shall join with Landlord in the execution of a written memorandum confirming the Commencement Date and Termination Date of the Lease Term. Tenant's failure to execute the Memorandum (if requested by Landlord) shall be a default by Tenant under this Lease.

SECTION 5
BASE RENT

5.1 Base Rent

Tenant shall pay to Landlord Base Rent during the Lease Term. Base Rent shall be payable in quarterly installments partially in advance and partially in arrears (with each payment being made for the entirety of the current calendar quarter) in the annual amounts set forth in Exhibit B attached hereto for each Lease Year with the first such payment due on September 1, 2019 and then on the 1st day of each December, March, June and September of each Lease Year thereafter, at the office of Landlord stated in Section 1 or such other place designated by Landlord. Notwithstanding the foregoing, (i) the first quarterly installment of Base Rent due on September 1, 2019 shall be prorated to reflect the partial calendar quarter from the Commencement Date through September 30, 2019, and (ii) a payment of Base Rent in the amount of $18,000 shall be due on November 21, 2025 which amount shall be subtracted from the amount of the quarterly installment of Base Rent due on December 1, 2025.

5.2 Rent Net of Expenses

It is the intention of the Landlord and Tenant for this Lease to be a triple-net lease where Tenant is obligated for all expenses of operating the Premises, including property taxes, property casualty and liability insurance, all maintenance and repairs to the Demised Premises. In connection with the foregoing, Landlord and Tenant intend that Base Rent due hereunder, together with any adjustments during the Lease Term shall be absolutely net of all costs, expenses, taxes (real and personal) and charges of every kind and nature whatsoever relating to the ownership, occupancy or use of the Demised Premises. To the extent permitted by law and without waiving any privilege or immunity, Tenant shall indemnify and hold Landlord harmless from and against any such costs, expenses, taxes (real or personal) and charges for which Tenant is responsible under this Lease.
5.3 Additional Rent

All amounts due from Tenant and payable to Landlord or the provider of any service (such as utilities, maintenance, etc.), if provided directly to Tenant, excluding Base Rent, including, without limitation, utilities, taxes, maintenance and insurance costs shall be deemed to be additional rent ("Additional Rent"). Upon Tenant's failure to pay any such amount, Landlord, in addition to any other remedies, shall have the same remedies provided for Tenant's failure to pay Base Rent (Base Rent, together with the Additional Rent, shall be collectively referred to as "Rent"). Tenant shall pay any and all sums of money or charges required to be paid by Tenant under this Lease, including, but not limited to, Additional Rent, promptly when the same are due, without any deductions or setoff whatsoever except as otherwise specifically set forth herein. Landlord will forward to Tenant any bills Landlord receives that Tenant is obligated to pay, including but not limited to tax, utility and other service bills, within five (5) days of Landlord’s receipt thereof.

5.4 Lease Year

"Lease Year" shall mean a period of twelve (12) consecutive calendar months, except (a) the last year of the Lease Term, which shall expire on the Termination Date and (b) the first Lease Year, shall begin on the Commencement Date and expire on June 30, 2020.

SECTION 6
UTILITIES

Tenant agrees to pay all charges made against the Demised Premises for gas, heat, water, air conditioning, electricity, sanitary and storm sewage disposition, telephone and all other utilities ("Utilities") during the Lease Term (but specifically excluding the expenses of bringing Utilities to the Site and to the improvements constituting the Landlord Improvements and separately metering the Utilities, which costs are included as part of the Landlord Improvements) as the same shall become due all of which shall be separately metered and billed directly to Tenant. Landlord shall not be liable to Tenant for the quality or quantity of any such utilities, or for any interruption in the supply of any such utilities.

SECTION 7
TAXES AND ASSESSMENTS

7.1 Obligation

Tenant agrees to pay to Landlord as Additional Rent any and all Taxes (as defined in Section 7.2) assessed against the Demised Premises for each Lease Year or partial Lease Years during the Lease Term.

7.2 Definition

"Taxes" shall be defined as: (a) all taxes (either real or personal), assessments (general or specific), all water and sewer charges, and all other governmental impositions, which may
be levied during the Lease Term upon the land, buildings or improvements comprising the Demised Premises or any part thereof; (b) all other taxes and other charges imposed by the State of Michigan or any subdivision thereof which: (1) are in replacement of or in lieu of increases in all or any part of ad valorem taxes as sources of revenue and (2) are based in whole or in part upon Demised Premises or any interest therein or the ownership thereof, or the rents, profits or other income therefrom, including, without limitation, income, single business, franchise, excise, license, privilege, sales, use, and occupancy taxes; (c) a tax or surcharge of any kind or nature upon, against or with respect to the parking areas or the number of parking spaces on the Demised Premises; and (d) all costs and expenses incurred by Landlord during the lease term for negotiations for or contests of the amount of such taxes and assessments, without regard to the result, including, without limitation, actual attorneys' fees; provided, that Tenant pre-approves such contests for taxes or assessments. Taxes shall not include any tax on the net income of Landlord, except to the extent included in subparagraph (b) above.

7.3 Payments

Taxes on the Demised Premises levied or assessed for or during the Lease Term shall be paid to Landlord within ten (10) days after Landlord delivers to Tenant a statement for such Taxes. The Taxes for the years in which this Lease commences and terminates shall be prorated on a due date basis.

7.4 Tenant's Taxes

Tenant shall pay all real and personal property taxes levied or assessed against Tenant's property and improvements upon or affixed to the Demised Premises, including taxes attributable to all alterations, additions, or improvements made by Tenant.

SECTION 8

USE OF DEMISED PREMISES

8.1 Use of Demised Premises

Tenant shall use and occupy the Demised Premises during the Lease Term only for the purpose of managing and operating a public school academy that will serve students in grades K-8, and attendant office use, and for no other purpose without the prior written consent of Landlord, which may be granted or withheld in its sole and absolute discretion. Without limiting the generality of the foregoing, in no event shall any use of the Demised Premises include (A) the rental to others of residential rental property, which is defined in Section 168(e)(2)(A) of the Internal Revenue Code of 1986 (the “Code”) as property where eighty percent (80%) or more of the gross rental income from such property is derived from the rental of dwelling units, or (B) the operation of any: (1) private or commercial golf course, (2) country club, (3) massage parlor, hot tub facility, or suntan facility, (4) race track or other facility used for gambling, or (5) store the principal business of which is the sale of alcoholic beverages for consumption off premises. ANY VIOLATION OF THE FOREGOING USE RESTRICTIONS SHALL BE A MATERIAL DEFAULT GIVING RISE TO AN IMMEDIATE RIGHT OF TERMINATION OF THE
LEASE TO THE EXTENT PERMITTED BY APPLICABLE LAW SUBJECT TO THE MINIMUM NOTICE REQUIREMENTS OF APPLICABLE LAW.

Tenant shall not use or permit any person to use the Demised Premises or any part thereof for any use or purpose other than the use stated in this Lease or in violation of any law, statute, order, ordinance, code, rule or regulation of any federal, state or municipal body or other governmental agency or authority having jurisdiction thereof, including, without limitation, zoning, land use and building ordinances, uses and requirements; occupational safety and health requirements; community right-to-know requirements; the Americans With Disabilities Act of 1990; and state and federal environmental laws (collectively "Laws"), affecting the Demised Premises, if any; provided, however, that Tenant shall not be responsible for any violation of Laws or any condition at the Demised Premises existing on or before the Commencement Date. Tenant shall comply strictly with each and every term, condition and requirement of the Charter School Contract.

8.2 Care of Demised Premises

Tenant shall keep the Demised Premises orderly, neat, safe and clean and free from rubbish and dirt at all times and shall store all inventory, supplies, trash and garbage within the buildings on the Demised Premises. Tenant shall keep the driveways and walkways within the Demised Premises free from snow and ice, and shall arrange for the regular removal of snow during the winter months and the pick up of trash and garbage at Tenant's expense. At the expiration of the Lease Term, or the sooner termination thereof, Tenant shall surrender the Demised Premises in as good condition and repair as existed at the time Tenant took possession, reasonable wear and tear excepted.

8.3 Hazardous Substances

Tenant shall not use, cause or permit the Demised Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose, transfer, produce or process hazardous substances.

SECTION 9
INDEMNITY

9.1 Indemnity

To the extent permitted by applicable law and without waiving any privilege or immunity, Tenant shall defend, indemnify and hold harmless Landlord and Landlord's officers, directors, employees and agents (regardless of any negligence imputed to Landlord by law due to its ownership of the real property involved), from and against any and all claims, suits, personal injuries, death, property damage, liabilities, damages, losses, costs or expenses, including, without limitation, reasonable legal, accounting, consulting, engineering and other expenses (collectively “Damages”) which may be imposed upon, incurred by, or asserted against Landlord or Landlord's officers, directors, employees or agents (collectively “Indemnified Parties”), arising directly or indirectly from any (a) occurrence on or about the Demised Premises from any cause whatsoever from and after
the Commencement Date and during the Lease Term, (b) failure of Tenant to comply with any provision of this Lease, (c) failure of any subtenant to comply with any provision of any sublease, (d) occupancy or use by Tenant and/or subtenant of the Demised Premises or any act or omission of Tenant, its employees, agents, representatives, invitees, licensees and contracting parties or any subtenant, or (e) failure of Tenant to strictly comply with the terms and conditions of the Charter School Contract. The indemnities provided herein shall include attorneys' fees incurred by the Indemnified Parties in connection with such Damages or to enforce the indemnity given hereunder. Tenant shall not be required, however, to indemnify Landlord against Damages arising from Landlord’s gross negligence or willful misconduct. Any liability or loss as to which the Indemnified Parties are entitled under this Section 9.1 and all expenses incurred in connection therewith including, but not limited to, attorneys fees, shall constitute Additional Rent payable upon demand.

9.2 Liability Insurance

Tenant shall procure and keep in effect during the Lease Term commercial, general liability insurance on an occurrence basis, including operations and insured contract coverage, for personal injury or death or property damage occurring in, upon or about the Demised Premises or any street, drive, sidewalk, curb or passageway adjacent thereto in the amount reasonably required by Landlord (but in no event less than Ten Million ($10,000,000) Dollars combined single limit per occurrence, which may be based on a combination of primary coverage plus excess insurance or “umbrella” coverage. Any contractual liability coverage for indemnifications given by Tenant under this Lease shall not in any way limit such indemnifications. All liability policies shall contain aggregate limits applying on a per location basis and shall name landlord and any lender designated by landlord as additional insured on a primary non-contributory basis.

9.3 Delivery of Policy.

Tenant shall provide Landlord with evidence of the above-referenced insurance on or before the Commencement Date. Evidence of such insurance shall be in the form of an insurance policy or binder. Landlord shall be named as an additional insured on all such policies. Such insurance policies shall prohibit cancellation, alterations, changes, amendments, modifications, deletions or reductions in coverage either at the insistence of Tenant or the insurance company issuing the policy, without at least thirty (30) days prior written notice having been given to Landlord. If Tenant fails to maintain such insurance coverage, Landlord may, at its option, procure such insurance for the account of Tenant and the cost thereof shall be paid by Tenant to Landlord upon delivery to Tenant of bills therefore. The insurer or insurers shall be such as may from time to time be approved by Landlord and shall be issued by insurance companies authorized to do business in the State of Michigan.
SECTION 10
MAINTENANCE AND REPAIRS

10.1 Maintenance and Repairs

Tenant shall, at its sole cost and expense, during the Lease Term, maintain, repair and replace and keep neat and in good appearance and condition the Demised Premises, including, but not limited to, the roof, exterior, interior, ceiling, electrical system, plumbing system, HVAC system, storm sewers, sanitary sewers, water main, the driveways, walkways, parking area, lighting facilities, landscaping and land, which are part of the Demised Premises; provided, however, that Tenant shall not be responsible for (a) latent defects at the Demised Premises, or (b) any work covered by warranties Landlord receives from any construction contractor, subcontractor or materialman providing services and/or material in connection with the Landlord Improvements, all of which maintenance Landlord shall be responsible to cause to be performed at its cost. The plumbing system, including the sewage facility, serving the Demised Premises shall not be used for any purpose other than for which it was constructed and Tenant shall not introduce any matter therein which results in blocking such system. Tenant shall, at its sole cost and expense, also repair or replace the driveways, walkways, parking areas, and landscaping on the Demised Premises. Tenant shall, at its sole cost and expense, contract with contractors acceptable to Landlord (except in the case of emergency) for the performance of all maintenance, repairs and replacement required of Tenant under this Lease. Tenant shall perform such maintenance, repairs and replacement so as to maintain the Demised Premises in the same condition in which it was delivered to Tenant, reasonable wear and tear excepted. Such maintenance, repair and replacement obligations of Tenant shall include items deemed to be capital improvements for tax purposes. The maintenance, repair and replacement obligations of Tenant hereunder, shall survive termination of this Lease to the extent such obligations accrued prior to the termination of this Lease.

10.2 Compliance with Laws

During the term of this Lease, Tenant shall comply with all Laws (as defined in Section 8.1) and make any repairs, additions, modifications or alterations to the Demised Premises, regardless of the nature thereof, which are required by any Laws or required by the insurance carrier to maintain the insurance required under this Lease; provided, however, that Tenant shall not be responsible for any conditions existing at the Demised Premises prior to the Lease Commencement Date, or to perform any obligation that was to be performed by Landlord as part of the Landlord Improvements.

SECTION 11
TENANT'S ALTERATIONS

Tenant shall not make any structural alterations, additions, modifications or improvements to the Demised Premises without the prior written consent of Landlord, which consent may be granted or withheld in the sole and absolute discretion of Landlord. Tenant shall not make any non-structural alterations, additions, modifications or improvements having
a cost in excess of $10,000 to the Demised Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld. All work done in connection with any change or alteration shall be done promptly and in a good and workmanlike manner and in compliance with the building and zoning laws of the place in which the Demised Premises are located and with all laws, ordinances, orders, rules, regulations and requirements of all governmental authorities. The cost of any such change or alteration shall be paid in cash so that the Demised Premises shall at all times be free of liens for labor and materials supplied or claimed to have been supplied to the Demised Premises. All improvements and alterations made or installed by Tenant in or on the Demised Premises shall immediately upon completion or installation thereof be and become a part of the Demised Premises and subject as such to the terms of this Lease.

SECTION 12
PROPERTY INSURANCE, REBUILDING AND WAIVER OF SUBROGATION

12.1 Property Insurance

Tenant shall, during the Lease Term, at its sole cost and expense keep the Demised Premises insured for the benefit of Landlord:

(i) by a special form “All Risk of Physical Loss” policy subject to no co-insurance requirements including any endorsements reasonably required by Landlord and in an amount equal to the full replacement and reconstruction cost of the building and valued on a replacement cost basis. The limit shall take into account the replacement value of the building and improvements which are a part of the Demised Premises (including any alterations made by Tenant and incorporated into the Demised Premise) as determined solely by Landlord, without allowance for depreciation and exclusive of the cost of excavations, foundations and footings. This policy shall contain Ordinance /Increased Cost of Construction/Demolition coverage subject to a limit of no less than $500,000;

(ii) against damage by flood if the Site is located in an area identified by the Secretary of Housing and Urban Development, or any successor, as an area having special flood hazard and in which flood insurance has been made available under the Flood Acts, in an amount determined solely by Landlord;

(iii) against damage or loss from (1) sprinkler system leakage, and (2) boilers, if any, boiler tanks, if any, heating and air-conditioning equipment, pressure vessels, auxiliary piping and similar apparatus, in an amount determined solely by Landlord; and

(iv) during the period of any construction, repair, restoration, or replacement of the Demised Premises, performed after the construction of the Landlord Improvements, by a standard builder’s risk policy with extended coverage in an amount at least equal to the full replacement and reconstruction cost and valued on a replacement cost basis, workers compensation in statutory amounts, and such endorsements as required by Landlord.
Tenant shall provide Landlord with evidence of the above-referenced insurance on or before the Commencement Date. Evidence of such insurance shall be in the form of an insurance policy or binder. The policy shall contain a standard mortgagee endorsement in favor of Lender (as defined below) and Landlord and any mortgagee shall be named as additional insureds and loss payees on all such policies. Such insurance policies shall prohibit cancellation, alterations, changes, amendments, modifications, deletions or reductions in coverage either at the insistence of Tenant or the insurance company issuing the policy, without at least thirty (30) days prior written notice having been given to Landlord and mortgagee. If Tenant fails to maintain such insurance coverage, Landlord may, at its option, procure such insurance for the account of Tenant and the cost thereof shall be paid by Tenant to Landlord upon delivery to Tenant of bills therefore. The insurer or insurers shall be such as may from time to time be approved by Landlord and shall be issued by insurance companies authorized to do business in the State of Michigan.

12.2 Rebuilding

If the Demised Premises shall become damaged by fire or other casualty, Landlord may either restore the Demised Premises or make it tenable (to the extent of available insurance proceeds) or terminate this Lease by notifying the Tenant of such termination within thirty (30) days after the date of such damage, at its sole option. Tenant shall immediately notify Landlord of the occurrence of a fire or other casualty at the Demised Premises. If Landlord shall elect to restore the Demised Premises, then in no event shall Tenant’s obligation to pay Base Rent and all other Rent abate following any casualty or destruction of the Demised Premises.

12.3 Waiver of Subrogation

Any property insurance policy carried by Landlord or Tenant or any policy covering both the interest of Landlord or Tenant under this Section 12 shall include a provision under which the insurance company waives all right of recovery by way of subrogation against Landlord or Tenant in connection with any loss or damage covered by any such policy. Landlord or Tenant hereby release and discharge each other from any liability whatsoever arising from any loss, damage or injury caused by fire or other casualty to the extent of the insurance covering such loss, damage or injury.

SECTION 13
EMINENT DOMAIN

13.1 Condemnation

If all or any material part of the Demised Premises shall be taken or condemned by any competent authority for any public use or purpose, the Lease Term shall, at the option of Landlord, end as of the date of a stipulation, agreement, or order of possession. If the Demised Premises may not be reasonably used for the purpose contemplated by this Lease following any taking, Tenant, at its sole and absolute discretion, may terminate this Lease by written notice to Landlord. In the event of a termination pursuant to this Section, Rent
shall be pro rated to the date of such taking. In the event of a condemnation, Landlord shall be entitled to the entire condemnation award, except that Tenant shall be entitled to receive any portion of the condemnation proceeds awarded for Tenant moving costs and related expenses, diminution in value of the leasehold interest only, and other just compensation and reimbursement to which Tenant is entitled from the condemning authority.

SECTION 14
ACCESS TO PREMISES

Landlord or Landlord's agent shall have the right to enter the Demised Premises at all reasonable times to inspect or examine the same, and to make such tests, repairs, alterations, improvements or additions as Landlord may deem necessary or desirable. Landlord shall conduct all inspections and examinations and all repairs, alterations, improvements and/or additions in such a manner so as to not unreasonably disrupt the operations of Tenant at the Demised Premises. Landlord and Landlord’s agent shall comply with all Laws when accessing the Demised Premises.

SECTION 15
FIXTURES AND EQUIPMENT

All furnishings, fixtures and equipment incorporated into and/or affixed to the Demised Premises by Landlord shall remain the property of Landlord at the termination of this Lease. Unless otherwise agreed to in a prior writing signed by Landlord and Tenant, if Tenant installs any furnishings, fixtures or equipment during the Term of this Lease that are incorporated into and/or affixed to the buildings or improvements located on the Demised Premises and cannot be removed without substantial damage or injury to the buildings or improvements, then they shall become the property of Landlord at the termination of the Lease Term and shall not be removed without Landlord's prior written consent, which may be granted or withheld in its sole and absolute discretion. All fixtures and equipment installed by Tenant and not removed at the termination of the Lease Term shall remain the property of Landlord. In the event Landlord consents to such removal, Tenant shall remove such fixtures in accordance with all applicable Laws and shall repair any such damage or injury in a good and workmanlike manner.

SECTION 16
ASSIGNMENT, SUBLETTING AND TRANSFERS BY TENANT

Tenant shall not sell, assign, sublet, hypothecate, encumber, mortgage or in any manner transfer this Lease or any estate or interest therein (including any transfer by operation of law or otherwise), the Demised Premises or any part thereof or permit the use of the Demised Premises by any person or entity other than Tenant without the prior written consent of the Landlord, which may be granted or withheld in its sole and absolute discretion.
SECTION 17
SALE OR TRANSFER

Landlord shall have the right to sell, transfer or assign the Demised Premises ("Conveyance"). In the event of Conveyance, Tenant shall attorn to the purchaser, transferee or assignee ("Transferee") and recognize such Transferee as Landlord under this Lease and Landlord shall be relieved from all subsequent obligations and liabilities under this Lease, provided such obligations are assumed in writing by such Transferee and a copy thereof is provided to Tenant.

SECTION 18
DEFAULT, RE-ENTRY AND DAMAGES

18.1 Default

The following non-exhaustive list of events shall constitute a default ("Default") under this Lease:

(a) Tenant fails to pay within seven (7) days of the due date any Base Rent or Additional Rent due hereunder on the day the same shall be due;

(b) Tenant fails to perform any of the terms and conditions under this Lease, other than the payment of Base Rent or Additional Rent and other than any other default, breach or failure identified in a separate paragraph of this Section 18.1, and such failure remains uncured for thirty (30) days following written notice;

(c) Tenant not operating the Detroit Prep school ("School") at the Demised Premises in accordance with the Charter School Contract;

(d) Tenant has abandoned or vacated the Demised Premises;

(e) The failure of Tenant to establish policies required by the Charter School Contract when and as required by the Charter School Contract;

(f) The termination or expiration of the Charter School Contract or any failure to renew or extend the Charter School Contract for any reason or no reason; unless Tenant enters into a replacement charter contract which authorizes Tenant to operate a public school academy at the Demised Premises for the same grade range as the Charter School Contract;

(h) The failure of Tenant to comply with any Reporting Requirement set forth in Section 19 of this Lease;

(i) The failure of Tenant to comply with the restrictions on the use of the Demised Premises set forth in Section 8.1 of this Lease; and

18.2 Landlord’s Remedies Upon Default
(a) In the event of the occurrence of a Default, in addition to all of its other remedies under this Lease and available at law or in equity, Landlord shall have the right to re-enter the Demised Premises, in accordance with applicable law, to remove all persons and property therefrom. Upon the occurrence of a Default, Landlord, at its option, may either terminate this Lease, or without terminating this Lease, relet the Demised Premises or any part thereof on such terms and conditions, as Landlord deems advisable in its sole and absolute discretion. No such eviction, entry or taking of possession of the Demised Premises, whether through summary eviction proceedings or by self-help, shall be construed as an election on its part to terminate this Lease unless Landlord provides written notice of such intention to Tenant or unless termination is declared by a court of competent jurisdiction.

(b) In addition to any other remedy provided for herein, if Landlord brings suit to recover possession of the Demised Premises or money due under this Lease or a suit for the breach of an obligation Tenant should have performed under the Lease and if the Landlord prevails, the Tenant shall pay the Landlord for expenses incurred in the action, including reasonable attorneys fees. Such expenses shall be deemed to have an incurred when the action commences and shall be enforced whether or not the action is prosecuted to judgment. In the event Tenant prevails in any lawsuit in connection with the Demised Premises, Tenant shall have its expenses, including reasonable attorney fees, paid by Landlord.

18.3 Waiver of Jury Trial and Counterclaim

In the event Landlord commences any proceedings for non-payment of Rent, Additional Rent, or any other amount payable to Landlord by Tenant, Tenant shall not interpose any counterclaim of whatsoever nature or description in any such proceeding unless same is a compulsory or mandatory counterclaim. This shall not, however, be construed as a waiver of Tenant's right to assert such a claim in any separate action brought by Tenant. Landlord and Tenant waive trial by jury in any action or proceeding brought by either party on any matter whatsoever arising out of or in any way connected with this Lease, the relationship of lessor and lessee, Tenant's use or occupancy of the Demised Premises, or any claim of injury or damage.

SECTION 19
REPORTING

19.1 School Reports

During the Lease Term, as soon as available, but in no event after the period set forth herein, Tenant shall furnish, upon written request and to the extent not otherwise prohibited by law, or, where information is maintained on government online databases or formats, make available to Landlord the following documents with respect to the School:

a) within sixty (60) calendar days after the beginning of each fiscal year of Tenant, annual enrollment for the School, including, without limitation, federal free and reduced-
price lunch eligibility and special education and ethnicity enrollment;

b) within thirty (30) calendar days after the end of each month, a monthly enrollment report for the School.

c) within thirty (30) calendar days of Tenant's receipt as to the School and to the extent not otherwise prohibited by applicable law: (A) “Annual School Report Card” required by the Every Student Succeeds Act, and the following additional information if not included in the Annual School Report Card: performance on mandated state educational tests and internally-administered tests; (B) all programmatic quality reporting, including reports to the charter authorizer; and (C) all material correspondence from the charter authorizer; and

d) promptly after request, Tenant shall furnish to Landlord such additional information, reports, statements, and certificates with respect to the School as Landlord may from time to time reasonably request, in form and content reasonably satisfactory to the Landlord.

e) Tenant acknowledges and agrees that Landlord is subject to certain reporting requirements (the “Reporting Requirements”) set forth in (i) that certain Community Benefits Agreement dated as of the date hereof by and among Landlord, Detroit Achievement Academy Foundation and the Lender (as defined below), and (ii) that certain Loan Agreement dated as of the date hereof by and between Landlord and the Lender. Tenant has received a copy of the Reporting Requirements and agrees to provide such information to Landlord within ten (10) days of request in order to enable Landlord to comply with the Reporting Requirements.

f) Tenant and Landlord acknowledge and agree that, notwithstanding anything to the contrary, certain student-identifying information (including, without limitation, names and social security numbers) may be redacted from documents provided to Landlord pursuant to this 19.1 to protect the privacy of students of the School prior to such documents being delivered to Landlord.

19.2 Financial Reports and Covenants;

a) Tenant shall maintain a minimum Lease and Debt Coverage Ratio of not less than 1.20 to 1.00, measured as of the end of each of Tenant’s fiscal years, commencing with Tenant’s fiscal year ending 2019. Tenant’s Lease and Debt Coverage Ratio shall be tested on an annual basis in accordance with generally accepted accounting principles for public school accounting in the State of Michigan (“GAAP”). For the purposes hereof, the “Lease and Debt Coverage Ratio” shall mean Tenant’s annual operating EBIDA (earnings before interest expense, depreciation, and amortization) divided by debt payments on all of Tenant’s outstanding loans.

b) Tenant shall deliver to Landlord:

(i) as soon as available but in any event within one hundred twenty (120) days of

Detroit Prep School Lease
the end of Tenant’s fiscal year, financial statements for Tenant (including, at a minimum, a balance sheet, an income statement showing breakeven or better financial performance, and a statement of cash flow), which financial statements include specific details for Tenant Business and are certified as true and correct by an authorized officer of Tenant, in a form reasonably satisfactory to Landlord in all respects and audited by an independent certified public accountant reasonably approved by Landlord;

(ii) as soon as available but in any event within sixty (60) days of the end of Tenant’s fiscal quarter, company-prepared financial statements for Tenant (including, at a minimum, a balance sheet, an income statement showing breakeven or better financial performance, and a statement of cash flow), which financial statements include specific details for Tenant Business and are certified as true and correct by an authorized officer of Tenant, in a form reasonably satisfactory to Landlord in all respects;

(iii) as soon as available but in any event prior to the end of each of Tenant’s fiscal years, an annual operating budget for the ensuing fiscal year approved by the board of directors, board of managers, or other governing body of Tenant, which shall include projected revenues and expenses and projected enrollment, in such detail and by such categories as may be reasonably requested by Landlord;

(iv) as soon as available but in any event within sixty (60) days of the end of Tenant’s fiscal year, social impact data related to Tenant’s business and operations via a link to an online survey program provided to Tenant on an annual basis; and

(v) promptly upon request, such other financial information with respect to Tenant and the Demised Premises as Landlord may reasonably request from time to time.

All financial statements shall be prepared in accordance with GAAP.

SECTION 20
QUIET ENJOYMENT

Landlord covenants that so long as no Tenant Default has occurred and is continuing, Tenant may peacefully and quietly hold and enjoy the Demised Premises for the Lease Term without interference by Landlord or any person claiming by, through or under Landlord.

SECTION 21
SUBORDINATION AND ATTORNMENT; ESTOPPEL

21.1 Subordination

This Lease is and shall be subject and subordinate to all mortgages and ground or underlying leases which may now or hereafter affect the Demised Premises, including but not limited to that certain Mortgage dated as of the date given by Landlord in favor of IFF Capital 28 LLC, an Illinois limited liability company (“Lender”), and to all renewals, modifications, consolidations, replacements and extensions thereof. The foregoing subordination provision shall be self-operative and no further instruments shall be
required to effect such subordination. Notwithstanding the foregoing sentence, in confirmation of such subordination, Tenant shall execute and deliver within five (5) days of demand by Landlord or Lender such further instrument or instruments subordinating this Lease to the lien of any such mortgage or mortgages as shall be desired by Landlord, Lender or any other mortgagees. Lender and any other mortgagee of the Landlord shall be entitled to rely upon and enforce the terms of this Section 21 as a third party beneficiary.

21.2 Attornment

If the holder of a mortgage (or any assignee, designee, or successor of such party) shall succeed to the rights of Landlord under this Lease, whether through possession or foreclosure action or otherwise, and this Lease is not extinguished by such foreclosure or other action, then, at the request of such party so succeeding to Landlord’s rights (herein sometimes called “Successor Landlord”) and upon such Successor Landlord’s written agreement to accept Tenant’s attornment, Tenant shall attorn to and recognize such Successor Landlord as Tenant’s Landlord under this Lease. Upon such attornment, this Lease shall continue in full force and effect as, or as if it were, a direct lease between the Successor Landlord and Tenant upon all of the terms, conditions, and covenants as are set forth in this Lease and shall be applicable after such attornment. The foregoing attornment provisions shall be self-operative and no further instruments shall be required to effect such attornment; provided, however, that Tenant hereby agrees to execute within five (5) days of demand by Successor Landlord any and all instruments in writing which may be required by Successor Landlord to confirm such attornment provisions. In the event of such attornment, Tenant recognizes such Successor Landlord shall not be liable for, subject to, or bound by (a) any payment of the Base Rent more than one (1) rental period in advance, except prepayments in the nature of security for the performance by Tenant of its obligations under this Lease, but only to the extent such prepayments have been actually delivered to such Successor Landlord, (b) any amendment of this Lease made without the consent of the holder of each mortgage or deed of trust existing as of the date of such amendment, (c) damages for any breach, act or omission of any prior landlord, (d) any offsets or defenses which Tenant might have against any prior landlord, including the Landlord, (e) any obligations with respect to construction or completion of any improvements for Tenant’s use and occupancy, or following any fire or casualty, the restoration or repair of any improvement upon the Demised Premises, (f) warranties of any nature whatsoever, including any warranties respecting use, compliance with zoning, hazardous wastes or environmental laws, title, authority, habitability, fitness for purpose or possession; or (g) any assignment or subletting by Tenant made in a manner not expressly permitted under this Lease, unless such assignment or sublease was made with the consent of the holder of each mortgage or deed of trust existing as of the date of such assignment or sublease.

21.3 Estoppel Certificate.

Tenant shall execute and deliver within five (5) days of demand by Landlord or Lender an estoppel certificate in the form and substance acceptable to Landlord and Lender.
SECTION 22
SIGNS

Tenant will not place or cause to be placed or maintained any sign or advertising matter of any kind anywhere on the Demised Premises, except in the interior thereof, without Landlord's prior written approval.

SECTION 23
[RESERVED]

SECTION 24
MISCELLANEOUS

24.1 Condition of Demised Premises

This Lease and exhibits attached hereto and forming a part hereof, set forth all of the covenants, agreements, stipulations, promises, conditions, understandings and representations, hereinafter collectively "Representations" between Landlord and Tenant concerning the Demised Premises and the buildings and improvements to be constructed thereon. Landlord and Tenant agree that there are no Representations other than set forth herein and agree to make no claims against each other based upon Representations not set forth herein.

24.2 Modification

This Lease shall not be modified or amended unless by a writing signed by Landlord and Tenant.

24.3 Notices

Any notices or demands required under this Lease shall be in writing addressed to the party at the address set forth Section 1, except that after the Commencement Date any notice to Tenant shall be given in writing at the Demised Premises or such changed address provided in writing by such party and shall be served as follows: (a) by personal service with service being effective upon delivery, or (b) by certified mail, return receipt requested, with service being effective two (2) days after mailing, or (c) by telecopy, facsimile or other form of telecommunication, with service being effective upon the date of transmission with reasonable evidence that the transmission was sent, or (d) by recognized overnight courier service, with service being effective one (1) day after delivery. prepaid, to such courier service.

24.4 Survival

Any obligation of Tenant under this Lease which is not performed in full prior to the termination of this Lease shall survive the termination of this Lease and continue in full force and effect until performed in full.
24.5 Captions and Section Numbers

The captions, section numbers, article numbers, and index appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope or intent of such sections or articles of this Lease nor in any way affect this Lease.

24.6 Construction

This Lease shall be construed and enforced in accordance with the laws of the State of Michigan. If any provision of this Lease, or the application thereof to any person or circumstances, shall, to any extent be invalid or unenforceable, the remaining provisions of this Lease shall not be affected thereby and shall be valid and enforceable.

24.7 Binding Effect

This Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors, assigns and permitted transferees.

24.8 Joint Drafting

Landlord and Tenant acknowledge and agree that each has joined in and contributed to the drafting of this Lease and as a result there shall be no presumption in construing the provisions of this Lease favoring or burdening either Landlord or Tenant based upon draftsmanship or similar rule of construction.

24.9 Counterparts

This Lease may be executed in any number of separate counterparts, each of which, when executed and delivered, shall be an original, but such counterparts shall together constitute one and the same document.

[Remainder of Page Intentionally Blank]
IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the date first written above.

LANDLORD:

DETROIT PREP QALICB, a Michigan nonprofit corporation

By: ____________________________

Kyle S. Smitley, President

TENANT:

DETROIT ACHIEVEMENT, a Michigan nonprofit corporation

By: ____________________________

Lewis Butler, Board President

Detroit Prep School Lease
IN WITNESS WHEREOF, Landlord and Tenant have executed this Lease as of the
date first written above.

LANDLORD:

DETROIT PREP QALICB, a Michigan nonprofit
corporation

By: ______________________________________
    Kyle S. Smitley, President

TENANT:

DETROIT ACHIEVEMENT, a Michigan nonprofit
corporation

By: ______________________________________
    Lewis Butler, Board President
EXHIBIT A
Legal Description

Real property situated in the City of Detroit, County of Wayne, State of Michigan, described as follows:

The Southeasterly 204.50 feet of Block 8 and interior Vacated Alley of Subdivision of that part of the Cook Farm Private Claims 27, 153, 155 and 180 between Mack and Forest Ave's, Detroit, Mich, as recorded in Liber 19 of Plats, Page 75, Wayne County Records.

Commonly known as: 8411 Sylvester
PIN: 17007079.001
## EXHIBIT B
### Base Rent Schedule

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EXHIBIT C

Description of Plans and Specifications

Rehabilitation and improvements to the Demised Premises in substantial conformance with the plans and specifications set forth in the drawings prepared by Gensler Architecture, Design & Planning, P.C. listed in the drawing log attached hereto.
Exhibit C - Drawing Log

Current Drawings

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LEASE AGREEMENT

This Lease Agreement (hereinafter called the “Lease”), entered into as this 6 day of July, 2020, by and between ALLEN H. VIGNERON, ROMAN CATHOLIC ARCHBISHOP OF THE ARCHDIOCESE OF DETROIT, whose address 12 State Street, Detroit, Michigan 48226 (herein called “Landlord”) and DETROIT ACHIEVEMENT ACADEMY, a Michigan non-profit corporation, whose address is 7000 W Outer Dr., Detroit, MI, 48235 (herein called “Tenant”):

WITNESSETH:

1. **The Leased Premises.** Landlord leases to Tenant and Tenant accepts and agrees to lease from Landlord a portion of the Leased Premises (as defined in below). As used in this agreement, the following terms shall have the meanings set forth below.

   “Common Areas” shall mean the activity rooms, north and south basements, boardroom, conference room and the entryways, stairways, hallways in the School Building, the walkways, parking lot located to the south of the School Building and the small parking lot located to the south of the church building on the Property.

   “Leased Classrooms” shall mean classrooms 201-204 all located in the School Building.

   “Leased Premises” consists of the Leased Classrooms and the Common Areas.

   “Property” the real property situated in the City of Detroit, County of Wayne and State of Michigan commonly known as 19321 West Chicago, Detroit, Michigan 48228 and more particularly described on the attached Exhibit A.

   “School Building” shall mean the former St. Suzanne school building located on the Property.

2. **Occupancy.** Subject to the terms and conditions of this Agreement, during the Term (as defined below), the Tenant will have the right to exclusive occupancy and use of the Leased Classrooms, and the non-exclusive right to use the Common Areas in common with Landlord and its current or future tenants and occupants, including St. Suzanne Cody Rouge Community Resource Center. Any conflicts regarding use of the Common Areas shall be determined in writing by the Pastor (as defined below). The Tenant shall provide to the pastor (“Pastor”) of St. Suzanne Parish (“Parish”) keys and all access codes, if applicable, for the Leased Premises.

3. **Term.** The term of this Lease begins August 1, 2020 and ends July 30th, 2021. The lease shall automatically renew on an annual basis unless either party elects to terminate the
Lease as of the end of the then current term by giving ninety (90) days advance notice to the other party. This lease will automatically terminate if Lessee’s charter is terminated by Grand Valley State University.

Landlord understands that Tenant will occupy this Leased Premises as relocated auxiliary classroom instructional capacity for a period of time consistent with a construction/remodeling project at another site at which the Tenant operates a school program. Should that construction project or the need to commence relocation of classroom capacity be delayed all or significantly in part by law or executive directive of the State of Michigan related to the COVID-19 pandemic at the time of commencement of this lease, resulting in inability to hold educational programming at this site, Tenant shall not be liable for payment of Rent or Utilities until such time as said educational programming commences at this site. Landlord and Tenant agree that during such time that payment of Rent or Utilities has not commenced, Landlord reserves the right to market the Leased Premises to other Tenants and to terminate this Lease with thirty (30) days notice. Should Landlord identify other interested Tenants, Tenant may choose to exercise their option to commence Rent and avoid Lease termination.

Tenant may terminate the Lease with 90 days notice 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. 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 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.

4. **Use.** The Leased Premises are to be used and occupied only as a public school academy as defined in Act 362 of the Public Acts of 1993 of the State of Michigan (as amended) and for no other purpose.

5. **Rent.** The Tenant agrees to pay the Landlord, without demand, offset or deduction, as rental for the Leased Premises, on the first day of each and every month, in advance, (i) commencing August 1, 2020 through July 30th, 2021, **$3,750 per month.**

All checks shall be payable to “St. Suzanne/Our Lady Gate of Heaven Parish,” and shall be mailed to:

St. Suzanne/Our Lady Gate of Heaven Parish
9357 Westwood
Detroit, Michigan 48228-1797

If at any time payment of the monthly rental amount reserved under this Section is more than five (5) days past due, Tenant shall pay Landlord a late fee in the amount of ten percent (10%) of the amount past due. The parties agree that such a late fee represents a fair and
reasonable estimate of the costs Landlord will incur by reason of a late payment. In the event that any monthly rental payment is more than ten (10) days past due, in addition to the late fee, Tenant shall pay Landlord interest on the unpaid amount at the rate of ten percent (10%) per annum commencing on the tenth (10th) day after such payment was due, until such payment is made. Acceptance of the late fee or interest under this Section shall in no event constitute a waiver of Tenant’s default with respect to the overdue amount, nor prevent Landlord from exercising any of his rights and remedies. Except as may otherwise be expressly permitted in this Lease, rents shall not abate for any reason during the term hereof.

6. **Utilities.** Tenant shall pay **fifteen percent (15%) of all charges for all utilities** used by Tenant or charged to the School Building from August 1, 2020 through the end of the Term, including, without limiting the generality of the foregoing, for gas, water, sewer, electricity and heating service (“Utility Charges”). Landlord agrees that Tenant’s obligation to pay fifteen percent (15%) of all charges for all utilities used by Tenant or charged to the School Building as stated above through the end of the Term shall be based on an annual utility budget plan established by Landlord. Landlord further agrees that Tenant’s payment based on fifteen percent (15%) of the budgeted amount shall be adjusted to make further payments or receive credits based on annualized adjustments of actual utility costs.

7. **Compliance With Laws.** Tenant agrees to comply promptly with all laws, orders, regulations, and ordinances of all municipal, county, state and federal authorities, and all easements and building and use restrictions of record, affecting the Leased Premises and the cleanliness, safety, occupation, and use of same, including without limitation the Americans with Disabilities Act of 1990 42U.S.C. 12101-12213 (1991), as amended. Tenant also agrees to observe all reasonable regulations and requirements of underwriters concerning the use and condition of the Leased Premises tending to reduce fire hazards and insurance rates, and not permit nor allow any rubbish, waste material or products to accumulate on the Leased Premises. Tenant shall not do or permit anything to be done in or about the Leased Premises that will in any way obstruct or interfere with the rights of other tenants, if any, or use or allow the Leased Premises to be used for any improper, immoral, unlawful or objectionable purpose, nor shall Tenant cause, maintain or permit any nuisance in, on or about the Leased Premises.

8. **Maintenance, Repairs, Snow Removal and Landscaping.** During the entire term of this Lease, including any extension period that the parties may agree upon pursuant to Section 33 hereof, Tenant agrees, at its sole cost and expense, to maintain the Leased Premises and fixtures in good order, condition and repair at all times (including any replacements thereof if necessary in the event such item or component of the Leased Premises or fixture cannot be repaired). Tenant shall keep the Leased Premises in a clean, sanitary and safe condition at all times, including custodial services, and pay the parish 15% of its costs for trash removal, a dumpster and disposal for the facility. In addition, Tenant hereby acknowledges and agrees that it is the intent of the parties that Landlord shall have no obligation whatsoever to repair or maintain or replace any portion of the Leased Premises. Tenant acknowledges that all of its obligations under this Section apply to all of the Leased Premises, including, but not limited to, the Common Areas. However, if Landlord procures equipment materials and supplies in conjunction with repairs,
Landlord shall comply with competitive bidding requirements. Further, any purchases by Landlord for Tenant shall not include any add-on fees.

9. **Licenses.** If the nature of the Tenant’s business requires licensure, Tenant shall keep in effect a valid license to operate the Leased Premises for that purpose and provide Landlord with a current copy of the required license.

10. **Security.** Tenant agrees to provide any and all security for its use of the lease premises during the term of this Lease. Tenant hereby acknowledges that Landlord is not responsible for providing any security during Tenant’s use of the Leased Premises and hereby releases Landlord from any and all claims Tenant may have against Landlord arising from, or related to, security of the Leased Premises during the term of this Lease. In addition, Tenant hereby agrees to indemnify, defend (using counsel of Landlord's choice) and hold Landlord harmless for any claim, expense or loss arising from, or relating to, security of the Leased Premises.

11. **Quiet Enjoyment.** The Landlord covenants that the Tenant, on payment of the rental at the time and in the manner aforesaid and performing all the foregoing covenants, shall and may peacefully and quietly have, hold, and enjoy the Leased Premises for the term aforesaid. Furthermore, nothing in this contract will be deemed to allow Landlord to interfere with the Lessee’s fiduciary responsibilities and ability to act as an independent, public body.

12. **Insurance.** The Tenant will procure and keep in effect during the term hereof commercial general liability insurance on an occurrence basis with limits of at least Two Million Dollars ($2,000,000.00) per occurrence, with a Two Million Dollar ($2,000,000.00) annual general aggregate insurance issued by a company acceptable to Landlord for benefit of the Landlord. Said policy shall name the Tenant and the Landlord (The Archdiocese of Detroit, the Archbishop of Detroit, the Parish and the Pastor) as additional named insureds. Tenant shall deliver a Certificate of Insurance to the Landlord. Such policy shall (a) contain cross-liability endorsements and shall include coverage for bodily injury, property damage, premises and operations, personal and advertising injury and contractual liability insurance that covers the indemnification obligations of this Lease; (b) be primary, not contributing with, and not in excess of coverage which Landlord may carry; (c) state that Landlord is entitled to recovery for the negligence of Tenant even though Landlord is named as an additional insured; (d) provide for severability of interest; (e) provide that an act or omission of one of the insured or additional insureds which would void or otherwise reduce coverage shall not void or reduce coverages as to the other insured or additional insured; (f) afford coverage after the term of this Lease (by separate policy or extension if necessary) for all claims based on acts, omissions, injury or damage which occurred or arose (or the onset of which occurred or arose) in whole or in part during the term of this Lease; and (g) contain a provision that it may not be canceled without at least thirty (30) days prior written notice being given by the insurer to Landlord.

The insurance required hereunder shall be obtained from insurance companies authorized to conduct business in the State of Michigan and rated A+ or better by Best’s Insurance Guide. Upon Tenant’s failure to deliver a Certificate of Insurance, the Landlord may, at his option, immediately cancel this Lease upon written notice to Tenant. The limits of said insurance shall not limit any liability of Tenant hereunder. Not more frequently than every three
(3) years, if, in the reasonable opinion of Landlord, the amount of liability insurance required hereunder is not adequate, Landlord shall promptly increase said insurance coverage as required by Landlord.

Tenant shall be responsible for securing any insurance it deems advisable on contents and tenant improvements or for business interruption and Landlord shall have no liability with respect to any loss to Tenant’s personal property or improvements.

Landlord or the Parish shall maintain casualty insurance on the buildings in which the Leased Premises are located in such amounts and with such carriers as Landlord deems appropriate, in its sole and absolute discretion, which insurance is solely for the benefit of the Landlord and is not available for the benefit of the Tenant. Tenant shall reimburse Landlord or the Parish during the term hereof, as additional rent, for the insurance premiums for such casualty insurance carried by Landlord or the Parish covering the Leased Premises. Such payments shall be made by Tenant to Landlord or the Parish within thirty (30) days after receipt by Tenant of an invoice for such premiums.

13. **Indemnity.** Tenant shall indemnify, defend (using counsel satisfactory to Landlord in its sole discretion) and hold harmless Landlord, the Archdiocese of Detroit, the Archbishop of Detroit, the Parish, the Pastor, and their employees, managers, partners, officers, directors, contractors and agents from and against all claims, demands, liabilities, obligations, damages, penalties, causes of action, suits, judgments, and expenses (including attorneys’ fees) arising from or related to (i) the occupancy, condition, operation or use of the Leased Premises, (ii) any accident, occurrence, injury to or death of persons, or loss of or damage to property occurring on or about the Leased Premises, (iii) use or misuse of any portions of the Leased Premises by a Tenant or any of Tenant’s respective agents, contractors, employees, visitors, and invitees, or (iv) Tenant’s failure to perform its obligations under this Lease. The obligations of Tenant under this paragraph arising by reason of any occurrence taking place during the term of this Lease shall survive any termination of this Lease.

14. **Alterations.** The Tenant may make no alterations, additions, or improvements to the Leased Premises without the Landlord's prior written consent. All such alterations, additions and improvements shall be at the expense of the Tenant and Tenant hereby indemnifies and holds Landlord harmless from all costs, liability and loss of any kind and all claims of loss or liability, in any way arising out of or by reason of any such alterations, additions or improvements. Upon vacation of the Leased Premises, said improvements, additions and alterations shall, at Landlord's option, become the property of the Landlord. Tenant shall promptly remove all such alterations, additions and improvements required by Landlord to be removed and Tenant shall restore the Leased Premises after such removal to substantially their condition prior to the time such alteration, addition or improvement was made. All furnishings and equipment which are not attached or affixed to the Leased Premises made or placed by Tenant upon the Leased Premises shall be the property of the Tenant, and the Tenant shall remove the same at the end of the term of this Lease. Tenant shall be allowed to recoup any investments into the premises if Landlord terminates for convenience or without cause.

If Landlord consents to Tenant's performance of any alteration or addition to the Leased Premises ("Work"), Tenant shall ensure that the Work shall be made in accordance with the
Plans and Drawings (as defined below) and all applicable laws, regulations and building codes, in a good and workmanlike manner and in quality satisfactory to Landlord. In addition, prior to commencement of any Work, Tenant must submit to Landlord for approval, which approval Landlord may withhold in its sole and absolute direction:

(i) a complete set of plans and specifications (“Plans”) prepared and sealed by a registered architect or engineer,
(ii) a complete set of drawings and specifications for mechanical, electrical and plumbing systems (“Drawings”); and
(iii) a list of the contractors and subcontractors (“Contractors”) who will perform the Work, together with proof of insurance and performance and labor bonds, in such amounts and with such carriers or sureties as Landlord may require in its sole and absolute discretion.

Landlord’s approval of the Plans and Drawings for Tenant’s alterations shall create no responsibility or liability on the part of Landlord for their completeness, design sufficiency or compliance with all laws, rules and regulations of governmental agencies or authorities. No person shall be entitled to any lien on the Leased Premises because of any labor or material furnished to Tenant in connection with any alterations or improvements by Tenant, and nothing in this Lease shall be construed to constitute a consent by Landlord to the creation of any lien. If any lien is filed against the Leased Premises as a result of a claim against Tenant for labor or material furnished to Tenant, Tenant shall cause the lien to be discharged of record within fifteen days after filing. If Tenant fails to cause the lien to be discharged within such time, Landlord may, without the obligation to do so, payoff the lien and Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord to pay and discharge such lien, including, but not limited to, reasonable attorney fees (“Lien Expense”). Tenant shall indemnify Landlord from any costs, including, but not limited to, reasonable attorney fees, in connection with any such lien.

15. **Eminent Domain.** If all or any part of the Leased Premises shall be taken as a result of the exercise of the power of eminent domain, this Lease shall terminate as to the part so taken as of the date of taking, and, in the case of partial taking, either Tenant or Landlord shall have the right to terminate this Lease as to the balance of the Leased Premises by notice to the other within thirty (30) days after such date; provided, however, that a condition to the exercise by Tenant of such right to terminate shall be that the portion of the Leased Premises taken shall be of such extent and nature as substantially to handicap, impede or impair Tenant’s use of the balance of the Leased Premises. In the event of any taking, Landlord shall be entitled to any and all compensation, damages, income, rent, awards, or any interest therein whatsoever which may be paid or made in connection therewith, and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease or otherwise. In the event of a partial taking of the Leased Premises which does not result in a termination of this Lease, the rental thereafter to be paid shall be reduced on a per square foot basis.

16. **Taxes.** Any real property taxes, assessments, impositions or charges, whether general or special, including, but not limited to, any and all real estate taxes and assessments,
personal property taxes and assessments and the like, assessed against the Leased Premises or any property of
which they are a part, at any time, shall be paid by the Tenant where such taxes have resulted because of rental of the Leased Premises by Tenant or any party Tenant permits to use the Leased Premises.

Payment of all such taxes, assessments, impositions and charges shall be made on or before the last day when payment may be made without interest or penalty. Tenant may, when permitted by appropriate governmental authority, pay any tax, assessment or charge over a period of time.

Tenant agrees to exhibit to Landlord on demand any time following such date for payment of taxes, assessments, impositions or charges, receipts evidencing payments of all such taxes, assessments or charges so payable.

17. **Additional Rent.** All taxes, insurance, Utility Charges, costs and expenses that the Tenant assumes or agrees to pay under this Lease, together with all interest and late charges that may accrue thereon in the event of failure of Tenant to pay these items, and all other damages that Landlord may incur by reason of any default of the Tenant to comply with the terms and conditions of this Lease shall be deemed additional rent, and in the event of non-payment, Landlord shall have all the rights as herein provided for failure to pay rent.

18. **Assignment and Subletting.** Tenant covenants that it will not assign, sell, mortgage or in any manner transfer or encumber this Lease or any interest herein, or sublet the Leased Premises or any part or parts thereof or grant any concession or license or otherwise permit occupancy of all or any part thereof by others without in each case first obtaining the prior written consent of Landlord, and such consent shall not be unreasonably withheld. The consent by Landlord to an assignment or subletting shall not in any way be construed to release Tenant from obtaining the express consent of the Landlord to any further assignment or subletting of any part of the Leased Premises nor shall the collection of rent by Landlord from any assignee, subtenant or other occupant be deemed a waiver of this covenant or the acceptance of the assignee, subtenant or occupant as a tenant hereunder or a release of Tenant from the further performance by Tenant of the covenants in this Lease on Tenant’s part to be performed. In the event Landlord consents to any subletting, Landlord shall have the right, upon the occurrence of a default by Tenant under this Lease, to demand the sublessee to pay the rent due under the sublease directly to the Landlord to be applied to sums due Tenant under this Lease.

If Tenant is a corporation or a partnership, the sale or transfer of fifty percent (50%) or more of such corporation’s voting shares or of such partnership’s general partnership interests, as the case may be, shall be deemed to be an assignment of this Lease. If Tenant is a nonprofit corporation, then the occurrence of any of the following events also shall be deemed to be an assignment of this Lease:
(i) during any twelve (12) month period, the change of thirty-five percent (35%) or more of the members of the Board of Directors; or (ii) a change in the name of Tenant or the nature of its business, generally, or in its affiliations or in its use of the Leased Premises, any of which, in the sole discretion of Landlord, is substantial; or (iii) in the event that the Tenant is currently affiliated with the Roman Catholic Church or any group or organization identified with,
approved by or affiliated with the Roman Catholic Church, any event which causes Tenant to lose such affiliation.

19. **Default.** The occurrence of any one or more of the following events (hereinafter referred to as “Events of Default”) shall constitute a default or breach of this Lease by Tenant:

   a. if Tenant shall fail to pay rent or any other sum when and as the same becomes due and payable;

   b. if Tenant shall fail to perform or observe any other term hereof to be performed or observed by Tenant under this Lease;

   c. if Tenant shall make a general assignment for the benefit of creditors, or shall admit in writing its inability to pay its debts as they become due or shall file a petition in bankruptcy, or shall be adjudicated as insolvent or shall file a petition in any proceeding seeking any reorganization, arrangements, composition, readjustment, liquidation, dissolution or similar relief under any present or future statute, law or regulation, or shall file an answer admitting or fail timely to contest or acquiesce in the appointment of any trustee, receiver or liquidator of Tenant or any material part of its properties;

   d. if this Lease or any estate of Tenant hereunder shall be levied upon under any attachment or execution and such attachment or execution is not vacated within ten (10) days;

   e. if Tenant vacates, abandons or deserts the Leased Premises or Tenant fails to occupy the Leased Premises for more than thirty (30) consecutive days; and

   f. if there is a revocation, termination or other invalidation of any permit, license or authorization with respect to Tenant’s use and/or occupancy of the Leased Premises, including, but not limited to, certificates of occupancy, business licenses or charters.

20. **Remedies.** Upon the occurrence of any an Event of Default, in addition to any other remedies which may be available to Landlord, Landlord may, at his option, after providing to Tenant at least a ten (10) day notice to cure and with the right to receive a notice to quit from a court of competent jurisdiction under Michigan Law, do one or more of the following:

   a. Terminate this Lease and, upon such termination, this Lease shall come to an end and expire upon Landlord’s termination, but Tenant shall remain liable for damages as provided in Section 21 hereof; or

   b. Either with or without terminating this Lease, Landlord may immediately or at any time after the Event of Default or after the date upon which this Lease shall expire, reenter the Leased Premises or any part thereof, without notice, either by summary proceedings or by any other applicable action or proceeding, (without
being liable to indictment, prosecution or damages therefor), and may repossess the Leased Premises and remove any and all of Tenant’s property and effects from the Leased Premises; or

c. Either with or without terminating this Lease, Landlord may relet the whole or any part of the Leased Premises from time to time, either in the name of Landlord or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the expiration of this Lease, at such rental or rentals and upon such other conditions, which may include concessions and free rent periods, as Landlord, in its sole discretion, may determine. In the event of any such reletting, Landlord shall not be liable for the failure to collect any rental due upon any such reletting, and no such failure shall operate to relieve Tenant of any liability under this Lease or otherwise to affect any such liability; and Landlord may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the Leased Premises as Landlord, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Tenant of any liability under this Lease or otherwise affecting such liability;

d. Perform for the account of Tenant any default of Tenant under this Lease and immediately recover as expenses any expenditures made and the amount of any expenses (including legal fees) or obligations incurred in connection therewith, plus interest at the maximum legal interest rate allowed by law in the State of Michigan, from the date of any such expenditure. The payment of interest on such amount shall not excuse or cure any default by Tenant under this Lease.

e. Landlord shall have the right to recover the rental and all other amounts payable by Tenant hereunder as they become due and all other damages incurred by Landlord as a result of an Event of Default including, without limitation, attorney’s fees and costs.

f. Accelerate all rental due for the balance of the term of this Lease and declare the same to be immediately due and payable.

21. **Recovery of Damages upon Termination.** Upon termination of this Lease by Landlord pursuant to Section 20(a) hereof, Landlord shall be entitled to recover from Tenant the aggregate of:

a. the worth at the time of award of the unpaid rental which had been earned at the time of termination;

b. the worth at the time of award of the amount by which the unpaid rental which would have been earned after termination until the time of award exceeds the then reasonable rental value of the Leased Premises during such period;
c. the worth at the time of the award of the amount by which the unpaid rental for the balance of the term of this Lease after the time of award exceeds the reasonable rental value of the Leased Premises for such period; and

d. any other amount necessary to compensate Landlord for all the detriment proximately caused by Tenant’s failure to perform its obligations under this Lease or which in the ordinary course of things would be likely to result therefrom.

The “worth at the time of award” of the amounts referred to in clauses (a) and (b) above is computed from the date such rent was due or would have been due, as the case may be, by allowing interest at the rate of three percent (3%) in excess of the prime rate as published in The Wall Street Journal or, if a higher rate is legally permissible, at the highest rate legally permitted. The “worth at the time of award” of the amount referred to in clause (c) above is computed by discounting such amount at the discount rate of the Federal Reserve Bank of Chicago at the time of award, plus one percent (1%). Tenant hereby waives any and all rights to set-off or recoup any present or future accounts, amounts, damages or claims arising as a result of or in connection with this Lease, any transaction, any incident, any occurrence or any other agreement between Landlord and Tenant against any of its present or future payments due Landlord under this Lease.

22. **Landlord’s Cure.** All covenants, terms and conditions to be performed by Tenant under any of the terms of this Lease shall be at its sole cost and expense and without any abatement of rental. If Tenant shall fail to pay any sum of money, other than the payment of rent, required to be paid by it hereunder or shall fail to perform any other act on its part to be performed hereunder, Landlord may, but shall not be obligated so to do, and without waiving or releasing Tenant from any obligations of Tenant, make any such payment or perform any such other act on Tenant’s part to be made or performed as in this Lease provided. Tenant shall reimburse all sums so paid by Landlord and all necessary incidental costs related thereto (“Reimbursable Expenses”) within fifteen (15) days of receipt of written notice from Landlord of the amount due. All Reimbursable Expenses shall be deemed additional rental, and Landlord shall have (in addition to any other right or remedy of Landlord) the same rights and remedies in the event of the nonpayment thereof by Tenant as in the case of default by Tenant in the payment of rent.

23. **Tenant’s Payment Obligations.** In the event Tenant fails to pay any sum of money, other than the payment of rent, required to be paid by Tenant under the terms of this Lease, including, but not limited to any Reimbursable Expenses, Lien Expense and Utility Charges (“Delinquent Payment”), within five (5) days of when due (“Delinquency Date”), Tenant shall pay to Landlord, on the Delinquency Date and every thirty (30) days thereafter until such payment is made, in addition to the amount of such Delinquent Payment, a late fee in the amount of ten percent (10%) of the amount of the Delinquent Payment. In the event such Delinquent Payment is more than ten (10) days past due, in addition to the late fee, Tenant shall pay to Landlord interest on the unpaid amount of the Delinquent Payment at the rate of ten percent (10%) per annum commencing on the tenth (10th) day after such Delinquent Payment was due, until such Delinquent Payment is
made. Acceptance of the late fee or interest under this Section shall in no event constitute a waiver of Tenant’s default with respect to the Delinquent Payment, nor prevent Landlord from exercising any of his rights and remedies set forth in this Lease.

24. **Landlord’s Rights and Non-liability.** Landlord shall have the right from time to time, without notice to Tenant, to inspect the Leased Premises to confirm Tenant’s compliance with this Lease. Landlord shall not be responsible or liable to Tenant for any loss or damage that may be occasioned by or through the acts or omissions of persons occupying adjoining areas or any part of the area adjacent to or connected with the Leased Premises or any part of the structures or improvements on the Leased Premises or for any loss or damage resulting to Tenant or his property from theft or a failure of the security systems, if any, in the structures or improvements on the Leased Premises, or for any damage or loss of property within the Leased Premises from any cause other than solely by reason of the willful act of Landlord, and no such occurrence shall be deemed to be an actual or constructive eviction from the Leased Premises or result in an abatement of rents.

If Landlord shall fail to perform any covenant, term or condition of this Lease upon Landlord’s part to be performed, and, if as a consequence of such default, Tenant shall recover a money judgment against Landlord, such judgment shall be satisfied only against the right, title and interest of Landlord in the Leased Premises and out of rents or other income from the Leased Premises by Landlord, or out of the consideration received by Landlord from the sale or other disposition of all or any part of Landlord’s right, title and interest in the Leased Premises, and Landlord shall not be liable for any deficiency.

25. **Controlling Law; No Other Agreement or Representatives; Time of Essence.** This Agreement shall be governed by the laws of the State of Michigan. This Agreement represents the entire agreement between the parties and there are no understandings, agreements, representations, or warranties, expressed or implied, other than those set forth in a written addendum or supplement executed simultaneously herewith, or as herein set forth fully or incorporated by specific reference, respecting this Lease or any real or personal property leased hereunder. Time is of the essence in this Lease.

26. **Non-Waiver; Modifications.** No waiver of any provision of this Lease, or a breach thereof, shall be construed as a continuing waiver, nor shall it constitute a waiver of any other provision or breach. The acceptance of part (but not all) of a rent installment(s) due Landlord hereunder shall not constitute a waiver of default hereunder for nonpayment of rent. The acceptance of all or part of a rent installment(s) due Landlord hereunder shall not constitute a waiver of any other type of default hereunder. No modification, alteration and/or amendment of this Lease shall be binding upon the other party hereto, unless the same shall be reduced to writing and signed by the party against whom it is sought to be enforced.

27. **Notices.** Whenever under this Lease provision is made for notice of any kind, unless otherwise expressly herein provided, it shall be in writing and shall be served personally or sent by registered or certified mail, with postage prepaid, to the address of Landlord or Tenant, as the case may be, as stated below, or such other address as either of the parties may subsequently designate in writing by notice to the other party in the manner required herein:
28. **Surrender.** The Tenant shall return said Leased Premises peaceably and promptly to the Landlord at the end of the term of this Lease, or at any earlier termination thereof, in as good condition as the same are now in or may hereafter to be put in, except for ordinary wear and tear. Upon termination of this Lease, whether by expiration of the term, abandonment or surrender by Tenant, process of law or otherwise, any personal property belonging to Tenant and left on the Leased Premises shall be deemed to be abandoned and may be removed and disposed of by Landlord at Tenant’s expense.

29. **Damage to Leased Premises.** If the Leased Premises become wholly untenable through damage or destruction, this Lease shall automatically be terminated without any further action by the parties; if partially untenable, Landlord shall have the option of terminating this Lease at anytime within thirty (30) days after such casualty. If Landlord does not terminate this Lease, the Landlord shall repair the Leased Premises with all convenient speed. The obligation of the Tenant to pay the monthly rental shall be abated during the time the Leased Premises are untenable and shall be partially abated during the time the Leased Premises are partially untenable.

30. **Right to Terminate.** This Agreement may be terminated at any time by Landlord upon one hundred twenty (120) days written notice to Tenant in the event Landlord makes the determination to suppress, merge or close St. Suzanne/Our Lady Gate of Heaven Parish ("Termination Notice"), which termination shall be effective as of the end of the current school year as of the date the notice is provided it being understood by the parties that a school year runs from July 1 to the following June 30. This Agreement shall also immediately terminate on the effective date of any revocation of Tenant’s Charter unless such termination is attributable to the intentional acts or negligence of Tenant.
31. **Successors and Assigns.** This Agreement and each of the covenants, conditions, and agreements contained herein shall be binding upon each of the parties and upon their respective successors, representatives and assigns, and the benefits shall inure to each of the parties and to their respective permitted successors, representatives and assigns.

32. **“AS IS”: No Representations.** Tenant accepts the Leased Premises in its condition on the date of this Lease, “AS IS” and without any representations or warranties of any kind, express or implied, by Landlord. Tenant acknowledges that no representation, verbal or written, has been made by any broker, agent or employee of Landlord regarding the condition of the improvements on the Leased Premises. This Agreement is not made in reliance upon any representation whatsoever.

33. **Hold Over.** It is hereby agreed that in the event the Tenant herein holds over after the termination of this Lease, that thereafter the tenancy will be from month-to-month in the absence of a written agreement to the contrary.

34. **Security Deposit.** Reserved.

35. **Brokers.** The parties hereto each represent to one another that no real estate brokers are involved in this transaction. Each party indemnifies the other against the claims of any brokers and salespeople who allege that they represented a party or are entitled to a commission or fee as a result of this transaction.

36. **Headings.** The headings of this Lease are for purposes of reference only and shall not limit or define the meaning of any provisions of this Lease.

37. **Hazardous Materials.** Tenant will not use Hazardous Materials as hereinafter defined, on or at the Leased Premises in any manner that violates federal, state or local laws, ordinances, rules, regulations or policies governing the use, storage, treatment, transportation, manufacture, refinement, handling, production or disposal of Hazardous Materials.

In the event Tenant uses or stores any Hazardous Materials on the Leased Premises, then with regard to such use or storage of any Hazardous Materials upon the Leased Premises, the Hazardous Materials shall be stored and/or used in compliance with all applicable federal, state and local laws and regulations; and without limiting the foregoing, Tenant shall not cause the Leased Premises to be used to generate, manufacture, refine, transport, treat, store, handle, dispose of, transfer, produce or process Hazardous Materials, except in compliance with all applicable federal, state and local laws and regulations, nor shall Tenant cause, as a result of any intentional or unintentional act or omission on the part of Tenant, the release of Hazardous Materials onto the Leased Premises.

With respect to the release of Hazardous Materials upon the Leased Premises caused by or resulting from the activities of Tenant, its employees or agents on the Leased Premises, Tenant shall:
(i) to the extent required by applicable law, conduct and complete all investigations, studies, sampling and testing, and perform all remedial, removal, response and other actions necessary to clean up and remove all Hazardous Materials, on, under, from or affecting the Leased Premises.
Premises in accordance with all applicable federal, state and local laws, ordinances, rules, regulations and policies, and in accordance with the orders and directives of all federal, state, and local governmental authorities; and (ii) defend, indemnify and hold harmless Landlord, its employees and agents from and against any claims, demands, penalties, fines, liabilities, settlements, damages, costs or expenses of whatever kind or nature, known or unknown, contingent or otherwise, arising out of, or in any way related to: (1) the presence, disposal, removal, or release of any Hazardous Materials on, over, under, from or affecting the Leased Premises or the soil, water, vegetation, buildings, personal property, persons or animals thereon; (2) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials; and (3) any violation of laws, orders, regulations, requirements or demands of government authorities which are based upon or in any way related to such Hazardous Materials, including, without limitation, reasonable attorneys’ and consultants’ fees, investigation and laboratory fees, court costs and litigation expenses.

For purposes of this Lease, "Hazardous Materials" includes, but is not limited to, any flammable explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances or related materials defined in: (1) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.); (2) the Hazardous Materials Transportation Act, as amended (49 U.S.C. Section 1801 et seq.); (3) the Resource Conservation and Recovery Act, as amended (41 U.S.C. Section 9601, et seq.); (4) the Federal Water Pollution Control Act, 33 U.S.C. Section 1251 et seq.; or (5) Michigan’s Natural Resources and Environmental Protection Act, as amended (M.C.L. 324.101 et seq.), including any regulations adopted or publications promulgated pursuant to the above-referenced statutes, or as otherwise defined, classified, characterized, listed or identified by any other federal, state or local and governmental law, ordinance, rule or regulation. Landlord shall indemnify the Tenant for litigation and damages caused by Landlord’s use or prior use of hazardous materials at the site.

38. **Asbestos.** Tenant, at Tenant’s sole cost and expense, hereby agrees to comply with all of the requirements under Michigan’s Asbestos in Educational Facilities Act (MCL 388.861 et seq.) and the Asbestos Hazard Emergency Response Act (15 USC § 2601 et seq.)(collectively, the “Asbestos Laws”) with respect to the Leased Premises, including, but not limited to, performing all of Landlord’s obligations. All obligations of Tenant under this Section must be performed by accredited contractors approved by Landlord, in its sole and absolute discretion, and all contracts with such contractors shall expressly provide that Landlord is a third party beneficiary of such contract. Tenant hereby indemnifies and holds Landlord harmless from all costs, liability and loss of any kind and all claims of loss or liability, in any way arising out of or by reason of Tenant’s failure to comply with this Section and/or the Asbestos Laws.

39. **Transfer of Leased Premises by Landlord.** Landlord reserves the right to sell, assign or otherwise transfer its interest in the Leased Premises without Tenant’s consent. In the event of any such sale, assignment or transfer, the transferee shall automatically be relieved of any obligations or liabilities on the part of Landlord accruing from and after the date of such transfer and Tenant covenants and agrees to recognize such transferee as the Landlord under this Lease.
40. **Subordination.** This Agreement and the rights of the Tenant hereunder are hereby made subject and subordinate to all mortgages now or hereafter placed upon the Leased Premises. Tenant covenants and agrees to execute and deliver on demand an instrument or instruments subordinating this Lease to the lien of any such mortgage or mortgages and hereby irrevocably appoints Landlord the attorney-in-fact of Tenant to execute and deliver any such instrument or instruments in the name of Tenant. In addition, Tenant agrees that, upon the request of Landlord or any mortgagee of Landlord, Tenant shall execute a estoppel certificate in form satisfactory to Landlord or any mortgagee of Tenant.

41. **Recording.** Neither party shall record this Lease or a copy thereof without the written consent of the other; however, upon the request of either party hereto, the other party shall join in the execution of a memorandum of this Lease for the purposes of recordation. Said memorandum of this Lease shall describe the parties, the Leased Premises, the term of this Lease and any special provisions, except rentals payable hereunder, and shall incorporate this Lease by reference.

42. **Signs.** No sign may be erected on the Leased Premises without the prior written consent of the Pastor. If such consent is given, the size, type, design, legend, and location must be in compliance with all applicable laws, including but not limited to, all applicable City of Detroit ordinances and must be approved by the Pastor. Tenant hereby acknowledges and agrees to maintain, at Tenant's sole cost and expense, any sign erected by Tenant pursuant to this Section in good repair and working order at all times. In addition, Tenant hereby agrees to indemnify, defend and hold Landlord harmless (using counsel of Landlord's choice) from and against any cost, expense, claim or liability, including reasonable attorneys’ fees, arising from or related to any sign erected by Tenant on the Leased Premises or the maintenance thereof.

At the expiration or termination of this Lease, the Tenant shall promptly remove the sign and shall restore the Leased Premises and/or surrounding land to substantially their condition prior to installation of the sign. If the sign is not so removed within 30 days after the termination or expiration of this Lease, then the sign shall, at Landlord's option, be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant and without any obligation to account for such sign. All costs and expenses incurred by Landlord in connection with repairing or restoring the Leased Premises and/or surrounding land to the condition called for herein, together with the costs, if any, of removing the sign shall be invoiced to Tenant and shall be immediately due from and payable by Tenant.

43. **Attorneys’ Fees.** If Landlord uses the services of an attorney in connection with (i) any breach or default in the performance of any of the provisions of this Lease, in order to secure compliance with such provisions or recover damages therefor, or to terminate this Lease or evict Tenant, or (ii) any action brought by Tenant against Landlord, or (iii) any action brought against Tenant in which Landlord is made a party, Tenant shall reimburse Landlord upon demand for any and all attorneys’ fees and expenses so incurred by Landlord.

44. **Rules and Regulations.** Tenant shall faithfully observe and comply with the rules and regulations as issued by Landlord from time to time, if any, and, after notice thereof,
all reasonable modifications thereof and additions thereto from time to time promulgated in writing by Landlord. Landlord shall not be responsible to Tenant for the nonperformance by any other tenant or occupant, if any, of the Leased Premises of any of such rules and regulations.

45. **Jury Waiver.** LANDLORD AND TENANT ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL ONE, BUT THAT IT MAY BE WAIVED. EACH PARTY, AFTER CONSULTING (OR HAVING HAD THE OPPORTUNITY TO CONSULT) WITH COUNSEL OF THEIR CHOICE, KNOWINGLY AND VOLUNTARILY, AND FOR THEIR MUTUAL BENEFIT, WAIVES ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION REGARDING THE PERFORMANCE OR ENFORCEMENT OF, OR IN ANY WAY RELATED TO, THIS AGREEMENT.

46. **Severability; Authority.** Each provision of this Lease must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of this Lease will remain in effect. Each of the parties executing this Lease does hereby covenant and warrant that it is a fully authorized and existing corporation, limited liability company, partnership or other business entity, if applicable, that it has and is qualified to do business in the State of Michigan, that it has full right and authority to enter into this Lease, and that each and all of the persons signing on behalf of such entity are authorized to do so.

48. **Waiver.** One or more waivers of any covenant or condition by either party hereto shall not be construed as a waiver of a further breach of the same covenant or condition. Furthermore, this contract shall not be interpreted to place any restrictions on Tenant’s governmental immunity or ability to waive or not waive same.

49. **Estoppel Certificate and Records.** Each party agrees within twenty (20) days after written request therefor by the requesting party to execute in recordable form and deliver to the requesting party a statement, in writing, certifying (i) that this Lease is in full force and effect, (ii) the date of commencement of the term of this Lease, (iii) that rent is paid currently without any offset or defense thereto or stating any offset or defense claimed by Tenant, (iv) the amount of rent, if any, paid in advance, (v) that there are no uncured defaults by the requesting party or stating those claimed by the responding party, and (vi) such other information as may be reasonably requested by the requesting party, provided that the foregoing facts are accurate and ascertainable. Landlord agrees to make all lease and physical plant records available to the Tenant’s auditors and Lake Superior State University Office of Charter Schools upon request.

50. **Entire Agreement.** This Lease and the Exhibits and Rider, if any, attached hereto and forming a part hereof, set forth all the covenants, promises, agreements, conditions, and understandings by the Landlord and Tenant covering the Leased Premises, and there are no covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than are herein set forth. No amendment, change, or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by each party. Further, any amendments to this Lease must be reviewed by the Lake Superior State University Charter Schools Office in accordance with LSSU’s Real Property Lease Policy.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
In witness whereof, the parties hereto have executed this Lease the day and year first written above.

**IN THE PRESENCE OF:**

**LANDLORD:**

Allen H. Vigneron, Roman Catholic Archbishop of the Archdiocese of Detroit

**TENANT:** 07/06/2020

Detroit Achievement Academy, a Michigan non-profit corporation

By: Lewis Butler

Its: Board President
EXHIBIT A

Property Description
CERTIFICATE OF USE AND OCCUPANCY

TEMPORARY

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.: BLDG18-01325
8411 SYLVESTER ST
DETROIT, MICHIGAN
WAYNE COUNTY

The above named building of Use Group E, Education and Construction Type 2B - Non Combustible (Non Rated Structural Elements) is approved for use and occupancy for a period of two (2) months with an expiration date of September 7, 2020.

Conditions:

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.

Jon Paradine
July 7, 2020

Jon Paradine, Chief
Building & Permits Division
AMENDMENT TO CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY

BETWEEN

DETROIT ACHIEVEMENT ACADEMY
(A PUBLIC SCHOOL ACADEMY)

AND

GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES
(AUTHORIZING BODY)

In accordance with Section 9.1 of the Terms and Conditions of the Contract ("Contract") dated July 1, 2020, issued by the GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES ("University Board") to DETROIT ACHIEVEMENT ACADEMY ("Academy"), the parties agree to the following:

A. The following Terms and Conditions are Amended:

1. Amend the Terms and Conditions by replacing them, in their entirety, with the new Terms and Conditions attached under Tab A. The new Terms and Conditions supersede any previous versions.

B. The following Contract Schedules are amended:

1. Amend Schedule 7-4, Methods of Accountability and Pupil Assessment, by replacing the current documents with those attached under Tab B.

The undersigned have read, understand and agree to comply with and be bound by the terms of and the conditions set forth in this Amendment to the Contract.

DETROIT ACHIEVEMENT ACADEMY

By: _____________________________

Lewis Butler

Its: Board President

Date: 05 / 12 / 2021

GRAND VALLEY STATE UNIVERSITY BOARD OF TRUSTEES

By: _____________________________

Donald J. Cooper II

Its: Authorized Designee

Date: 07/30/2021
A

CONTRACT TO CHARTER A PUBLIC SCHOOL ACADEMY
AND RELATED DOCUMENTS

ISSUED BY

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

ISSUED TO

DETROIT ACHIEVEMENT ACADEMY
(A PUBLIC SCHOOL ACADEMY)

CONFIRMING THE STATUS OF

DETROIT ACHIEVEMENT ACADEMY
AS A

PUBLIC SCHOOL ACADEMY

DATED:
JULY 1, 2020
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  Method of Selection Resolution, dated February 13, 2020
  Authorization Resolution, dated February 13, 2020

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Schedule 3: Bylaws

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Schedule 6: Information To Be Provided By Academy and Educational Management Company

Schedule 7: Academy Specific Information & Educational Program
  Schedule 7-1: Educational Goals and Programs
  Schedule 7-2: Curriculum
  Schedule 7-3: Staff Responsibilities
  Schedule 7-4: Methods of Accountability and Pupil Assessment
  Schedule 7-5: Academy’s Admission Policies and Criteria
  Schedule 7-6: School Calendar and School Day Schedule
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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 Detroit Achievement Academy (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- including all rules, regulations, and orders promulgated thereunder.

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 380.1853 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.

c) **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 5.2. 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. The Academy shall also assess pupil performance using all applicable testing that the Code or the Contract requires. 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 Kindergarten through Eighth (K-8) 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
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 8.2. 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 CSO Director 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, subject to Section 11.29, 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, Subject to Section 11.29.

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) Subject to Section 11.29, 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. Confidential Address Restrictions.

a) The Academy shall not disclose the confidential address of a student if the student or the student’s parent or legal guardian has obtained a participation card issued by the department of the attorney general under the address confidentiality program act and the parent or legal guardian provides notice of the issuance of the participation card in a form and manner prescribed by the Michigan Department of Education.

b) The term “confidential address” shall have the same meaning as defined in MCL 380.1136.

Section 11.30. 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 11.31. 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 11.32. 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.


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 11.34, 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 11.35, 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 11.36. 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 11.37, 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: Detroit Achievement Academy
7000 Outer Drive
Detroit, MI 48235

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.

[INTENTIONALLY LEFT BLANK]
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 Contract.

DETROIT ACHIEVEMENT ACADEMY

By: __________________________________
    Academy Board President
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 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. The Academy shall also assess pupil using all applicable testing that the Code or the Contract requires. 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.

Date: ___________ _____________________________
Board President/Vice President Signature

Secretary’s Certification:

I certify that the foregoing resolution was duly adopted by the Detroit Achievement Academy Board of Directors at a properly noticed open meeting held on the 1 day of May, 2021 at which a quorum was present.

____________________________
Board Secretary

05 / 12 / 2021

Board President/Vice President Signature