

# ***BAY MILLS COMMUNITY COLLEGE***

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

ISSUED BY

**BAY MILLS COMMUNITY COLLEGE  
BOARD OF REGENTS  
(AUTHORIZING BODY)**

TO

**TRIUMPH ACADEMY  
(A PUBLIC SCHOOL ACADEMY)**

July 1, 2020

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## **RESOLUTIONS**



**BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS  
PUBLIC SCHOOL ACADEMY AUTHORIZING BODY**

**RESOLUTION NO. 19-97  
Contract Reauthorization**

**WHEREAS**, the Bay Mills Community College Board of Regents (the “College Board”), as the governing body of a federal tribally-controlled community college, is an authorizing body empowered to authorize and issue contracts to operate public school academies, and to establish the method of selection, length of term, and number of members of a public school academy’s Board of Directors; and

**WHEREAS**, on July 1, 2012, the College Board issued to **Triumph Academy** (the “Academy”) a Contract to Charter a Public School Academy (the “Charter Contract”); and

**WHEREAS**, the Charter Contract will expire on June 30, 2020 and the Academy has asked the College Board to issue a new contract to charter a public school academy for a term of eight (8) years; and

**WHEREAS**, the College Charter Schools Office has completed its evaluation and assessment of the Academy’s operation and performance related to the Charter Contract, and the College Charter Schools Office recommends that the College Board issue a new contract to charter a public school academy to the Academy for a term not to exceed eight (8) years, beginning July 1, 2020;

**WHEREAS**, in addition to other Revised School Code requirements, the College Board’s reauthorization process included consideration of increases in academic achievement for all groups of pupils as measured by assessments and other objective criteria, as the most important factor in the decision of whether or not to issue a new contract to charter a public school academy to the Academy;

**NOW, THEREFORE, BE IT RESOLVED:**

1. The College Board takes the following action related to issuing a Contract to Charter a Public School Academy and Related Documents (“Contract”) to the Academy:
  - a. The College Board approves the form of the Contract and related documents as submitted to and reviewed by the College Board;
  - b. The College Board approves and authorizes the issuance of the Contract and related documents and authorizes Michael C. Parish, College Board Designee, to execute the Contract and related documents issued by the College Board to the Academy, provided, that, before execution of the Contract, the College Chairperson affirms the following:

- (1) 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
  - (2) that the Contract is substantially similar to the Contract approved by the College Board, with the only changes being those made by the College Board's Designee in consultation with legal counsel for the College Board that are in the best interests of the College Board.
- c. The College Board Designee may agree to a term of Contract not to exceed eight (8) academic years and not to extend beyond June 30, 2028.
2. That the current Academy Board members shall continue to serve in their current positions until the end of their term in office. All subsequent Academy Board appointments shall be made in accordance with the College Board's method of selection resolution.

I, the undersigned, as Secretary of the Bay Mills Community College Board of Regents, do hereby certify the foregoing resolution was adopted by the Bay Mills Community College Board of Regents at a public meeting held on the 22<sup>nd</sup> day of November, 2019, with a vote of 5 for, 0 opposed, 1 abstaining, and 3 absent.

By: Beverly Carrick  
Printed Name: Beverly Carrick, Secretary

**BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS**  
**PUBLIC SCHOOL ACADEMY AUTHORIZING BODY**

**RESOLUTION NO. 12-01**

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

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

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

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

**NOW, THEREFORE, BE IT RESOLVED**, that the policy titled Public School Academy Board of Director Method of Selection dated January 20, 2012, is adopted; and

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

I, the undersigned, as Secretary of the Bay Mills Community College Board of Regents, do hereby certify the foregoing resolution was adopted by the Bay Mills Community College Board of Regents at a public meeting held on the 20th day of January, 2012, with a vote of 10 for, 0 opposed, and 1 abstaining.

By: 

John Paul Lufkins, Secretary

**Dated: January 20, 2012**

### **Public School Academy Board of Director Method of Selection**

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

#### **Method of Selection and Appointment**

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

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

**Dated: January 20, 2012**

### **Length of Term**

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

### **Number of Directors**

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

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

### **Qualifications of Members**

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

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

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

### **Oath of Public Office**

Before beginning their service, all members of the Academy's Board of Directors shall take and sign the constitutional oath of office before a justice, judge, or clerk of a court, or before a notary public. The Academy shall cause a copy of such oath of office to be

**Dated: January 20, 2012**

filed with the College's Charter Schools Office. No appointment shall be effective prior to the taking, signing and filing of the oath of public office.

### **Removal and Suspension**

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

With the approval of the College Board Chair, the College's Director of Charter Schools may suspend an Academy Board member's service, if in his/her judgment the member's continued presence would constitute a risk to persons or property, or would seriously impair the operations of the Academy. Any suspension made under this provision must be presented to the College Board for final determination at its next regularly scheduled meeting. The College Board reserves the right to review, rescind, modify, ratify, or approve any suspension made under this provision.

### **Tenure**

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

### **Resignation**

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

### **Board Vacancies**

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

### **Compensation**

Academy Board members shall serve as volunteer directors and without compensation for their respective services. By resolution of the Academy Board, the Academy Board

**Dated: January 20, 2012**

members may be reimbursed for their reasonable expenses incidental to their duties as Academy Board members.

**Dated: January 20, 2012**

**CONTRACT TERMS  
AND CONDITIONS**



**TERMS AND CONDITIONS**

**OF CONTRACT**

**DATED: JULY 1, 2020**

**ISSUED BY**

**THE BAY MILLS COMMUNITY COLLEGE BOARD OF REGENTS**

**TO**

**TRIUMPH ACADEMY**

**CONFIRMING THE STATUS OF**

**TRIUMPH ACADEMY**

**AS A**

**MICHIGAN PUBLIC SCHOOL ACADEMY**

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## Exhibit A - Resolutions

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

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

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

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

WHEREAS, the Bay Mills Community College Board of Regents has considered the authorization of the Academy and has approved the issuance of a contract to the Academy;

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

## **ARTICLE I**

### **DEFINITIONS**

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

- (a) “Academy” means the Michigan nonprofit corporation named Triumph Academy which is established as a public school academy pursuant to this Contract.
- (b) “Academy Board” means the Board of Directors of the Academy.
- (c) “Applicable Law” means all state and federal law applicable to public school academies.
- (d) “Application” means the public school academy application and supporting documentation submitted to the College Board for the

establishment of the Academy and supplemented by material submitted pursuant to the College Board's requirements for reauthorization.

- (e) "Authorizing Resolution" means Resolution No. 19-97 adopted by the College Board on November 22, 2019.
- (f) "Charter Schools Office Director" or "CSO Director" means the person designated by the College Board to administer the operations of the Charter Schools Office.
- (g) "Charter Schools Office" or "CSO" means the office designated by the College Board as the initial point of contact for public school academy applicants and public school academies authorized by the College Board. The Charter Schools Office is also responsible for administering the College Board's responsibilities with respect to the Contract.
- (h) "Code" means the Revised School Code, Act No. 451 of the Public Acts of 1976, as amended, being Sections 380.1 to 380.1852 of the Michigan Compiled Laws.
- (i) "College" means Bay Mills Community College, a federally tribally controlled community college that is recognized under the tribally controlled colleges and universities assistance act of 1978, 25 USC 1801 et seq., and which has been determined by the Michigan Department of Education to meet the requirements for accreditation by a recognized regional accreditation body.
- (j) "College Board" means the Bay Mills Community College Board of Regents, an authorizing body as designated under Section 501 of the Code, MCL 380.501 et seq.
- (k) "College Board Chairperson" means the Chairperson of the Bay Mills Community College Board of Regents or his or her designee. In Section 1.1(l) below, "College Board Chairperson" means the Board Chairperson of the Bay Mills Community College Board of Regents.
- (l) "College Charter Schools Hearing Panel" or "Hearing Panel" means such person(s) as designated by the College Board Chairperson.
- (m) "Community District" means a community school district created under part 5B of the Code, MCL 380.381 et seq.
- (n) "Conservator" means the individual appointed by the College President in accordance with Section 10.9 of these Terms and Conditions.



- (o) “Contract” means, in addition to the definition set forth in the Code, these Terms and Conditions, Exhibit A containing the Authorizing Resolution and the Resolution, the Master Calendar, the ESP Policies, the Lease Policies, the Schedules, and the Application.
- (p) “Director” means a person who is a member of the Academy Board of Directors.
- (q) “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 CSO Director for review as provided in Section 11.11 and has not been disapproved by the CSO Director, and is consistent with the CSO Educational Service Provider Policies, as they may be amended from time to time, and Applicable Law.
- (r) “Educational Service Provider Policies” or “ESP Policies” means those policies adopted by the Charter Schools Office 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. The ESP Policies in effect as of this date are incorporated into and part of this Contract. 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.
- (s) “Fund Balance Deficit” means the Academy has more liabilities than assets at the end of any given school fiscal year, and includes any fiscal year where the Academy would have had a budget deficit but for a financial borrowing by the Academy or a monetary contribution by an Educational Service Provider or other person or entity to the Academy. If the Academy receives a gift or grant of money or financial support from an Educational Service Provider or other person or entity that does not require repayment by the Academy, and is not conditioned upon the actions or inactions of the Academy Board, then such gift or grant shall not constitute a financial borrowing or contribution for purposes of determining a Fund Balance Deficit.
- (t) “Lease Policies” means those policies adopted by the Charter Schools Office that apply to real property lease agreements entered into by the Academy. The Charter Schools Office Director may, at any time and at his or her sole discretion, amend the Lease Policies. The Lease Policies in effect as of this date are incorporated into and part of this Contract. Upon amendment, changes to the Lease Policies shall automatically be

incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.

- (u) “Management Agreement” or “ESP Agreement” means an agreement as defined under section 503c of the Code, MCL 380.503c, that has been entered into between an ESP and the Academy Board for the operation and/or management of the Academy, which has been submitted to the CSO Director for review as provided in Section 11.11, and has not been disapproved by the CSO Director.
- (v) “Master Calendar” or “MCRR” means the Master Calendar of Reporting Requirements developed and administered by the Charter Schools Office setting forth a reporting time line for certain governance, financial, administrative, facility and educational information relating to the Academy. The Charter Schools Office Director may, at any time and at his or her sole discretion, amend the Master Calendar. Upon amendment, changes to the Master Calendar shall automatically be incorporated into this Contract and shall be exempt from the amendment procedures under Article IX of these Terms and Conditions.
- (w) “President” means the President of Bay Mills Community College or his or her designee.
- (x) “Resolution” means Resolution No. 12-01 adopted by the College Board on January 20, 2012, establishing the standard method of selection, length of term and number of members format for public school academies issued a Contract by the College Board, as amended from time to time.
- (y) “Schedules” means the following Contract documents of the Academy: Schedule 1: Articles of Incorporation, Schedule 2: Bylaws, Schedule 3: Fiscal Agent Agreement, Schedule 4: Oversight Agreement, Schedule 5: Description of Staff Responsibilities, Schedule 6: Physical Plant Description, and Schedule 7: Required Information for Public School Academies.
- (z) “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.
- (aa) “State School Reform/Redesign Office” means the office created within the Michigan Department of Technology Management and Budget by Executive Reorganization Order 2015-02, codified at MCL 18.445, and transferred from the Michigan Department of Technology Management and Budget to the Michigan Department of Education by Executive Reorganization Order 2017-02, codified at MCL 388.1282.

- (bb) “Superintendent” means the Michigan Superintendent of Public Instruction.
- (cc) “Terms and Conditions” means this document entitled “Terms and Conditions of Contract, Dated July 1, 2020, Issued by the Bay Mills Community College Board of Regents to Triumph Academy Confirming the Status of Triumph Academy as a Michigan Public School Academy.”

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

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

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

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

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

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

## **ARTICLE II**

### **RELATIONSHIP BETWEEN THE ACADEMY AND THE COLLEGE BOARD**

Section 2.1. Independent Status of Bay Mills Community College. The College Board is an authorizing body as defined by the Code. In approving this Contract, the College Board voluntarily exercises additional powers given to the College Board under the Code. Nothing in

this Contract shall be deemed to be any waiver of the College Board's autonomy or powers and the Academy shall not be deemed to be a part of the College Board or the College. If applicable, the College Board has provided to the Department the accreditation notice required under Section 502 of the Code, MCL 380.502.

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

Section 2.3. Financial Obligations of the Academy Are Separate From the State of Michigan, College Board and the College. Any contract, agreement, note, mortgage, loan or other instrument of indebtedness entered into by the Academy and a third party shall not in any way constitute an obligation, either general, special, or moral, of the State of Michigan, the College Board, or the College. 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 College Board or the College shall ever be assigned or pledged for the payment of any Academy contract, agreement, note, mortgage, loan or other instrument of indebtedness.

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

### **ARTICLE III**

#### **ROLE OF THE COLLEGE BOARD AS AUTHORIZING BODY**

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

Section 3.2. College Board as Fiscal Agent for the Academy. The College Board is the fiscal agent for the Academy. As fiscal agent, the College Board assumes no responsibility for the financial condition of the Academy. The College Board is not liable for any debt or liability incurred by or on behalf of the Academy, or for any expenditure approved by or on behalf of the Academy Board. Except as provided in the Oversight Agreement and Article X of these Terms and Conditions, the College Board shall promptly, within five (5) business days of receipt, forward to the Academy all state school aid funds or other public or private funds received by the College Board for the benefit of the Academy. The responsibilities of the College Board, the State of Michigan, and the Academy are set forth in the Fiscal Agent Agreement incorporated herein as Schedule 3.

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

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

Section 3.5. College 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 College Board. The Academy shall submit a written request to the College Board describing the proposed acquisition and the purpose for which the Academy desires to acquire the property. Provided the Academy Board submits the written request at least sixty (60) days before the College Board's next regular meeting, the College Board shall vote on whether to give express written permission for the acquisition at its next regular meeting.

Section 3.6. Authorization of Employment. The College Board authorizes the Academy to employ or contract directly with personnel according to the position information outlined in Schedule 5. However, the Academy Board shall prohibit any individual from being employed by the Academy, an Educational Service Provider or an employee leasing company involved in the operation of the Academy, in more than one (1) full-time position and simultaneously being compensated at a full-time rate for each of these positions. Additionally, the Academy Board shall require each individual who works at the Academy to disclose to the Academy Board any other public school or educational service provider at which that individual works or to which that individual provides services. An employee hired by the Academy shall be an employee of the Academy for all purposes and not an employee of the College for any purpose. With respect to Academy employees, the Academy shall have the power and responsibility to (i) recruit, select and engage employees; (ii) pay their wages; (iii) evaluate performance; (iv) discipline and dismiss employees; and (v) control the employees' conduct, including the method by which the employee carries out his or her work. The Academy Board shall be responsible for carrying workers' compensation insurance and unemployment insurance

for its employees. The Academy shall ensure that the term or length of any employment contract or consultant agreement does not extend beyond the term of this Contract and shall terminate in the event this Contract is revoked or terminated. In no event may an Academy employee's employment contract term, inclusive of automatic renewals, extend beyond the term of this Contract.

Section 3.7. Code Requirements for College Board to Act as Authorizing Body. The College Board has complied with the requirements of Section 1475 of the Code, MCL 380.1475, and will continue to comply with the Code during the term of this Contract.

Section 3.8. College Board Subject to Open Meetings Act. As required by Section 1475 of the Code, MCL 380.1475, College Board meetings conducted for the purpose of carrying out or administering any authorizing body function shall be administered in accordance with the Open Meetings Act, MCL 15.261 et seq.

Section 3.9. College Board Authorizing Body Activities Subject to Freedom of Information Act. As required by Section 1475 of the Code, MCL 380.1475, all authorizing body functions performed by the College Board shall be subject to public disclosure in accordance with the Freedom of Information Act, MCL 15.231 et seq.

Section 3.10. College Board Review of Certain Financing Transactions. In the event that the Academy desires to finance the acquisition, by lease, purchase, or other means, of facilities or equipment, 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., then Academy shall obtain prior review for such financing from the College Board. The Academy shall submit a written request to the College Board describing the proposed financing transaction, and the facilities or equipment to be acquired with the proceeds thereof. Provided the Academy submits the written request at least sixty (60) days before the College Board's next regular meeting, the College Board shall vote on whether to disapprove the proposed financing transaction at the next meeting. If the proposed transaction is not disapproved, the College Board may still condition the decision not to disapprove on compliance by the Academy and any lender, lessor, seller or other party with such terms as the College Board deems appropriate under the circumstances. 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 by the Academy if the proposed transaction is disapproved by the College Board. By not disapproving a proposed transaction, the College Board is in no way giving approval of the proposed transaction, or representing that the Academy has the ability to meet or satisfy any of the terms or conditions thereof.

Section 3.11. Authorizing Body Contract Authorization Process. Pursuant to the Code, the College Board is not required to issue a contract to the Academy. This Contract is for a fixed



term and will terminate at that end of the Contract term set forth in Section 12.9 without any further action of either the Academy or the College Board. The Academy shall seek a new contract by making a formal request to the College Board in writing at least two years prior to the end of the Contract term. The College Board shall provide to the Academy a description of the timeline and process by which the Academy may be considered for issuance of a new contract. The timeline and process for consideration of whether to issue a new contract to the Academy shall be solely determined by the College Board. The standards for the issuance of a new contract shall include increases in academic achievement for all groups of pupils as measured by assessments and other objective criteria established by the College Board as the most important factor of whether to issue or not issue a new contract. The College Board, at its own discretion, may change its timeline and process for issuance of a new contract at any time, and any such changes shall take effect automatically without the need for any amendment to the Contract. Consistent with the Code, the College Board may elect, at its sole discretion, not to consider the issuance of a contract, consider reauthorization of the Academy and elect not to issue a contract, or consider reauthorization of the Academy and issue a contract for a fixed term.

Section 3.12. College Board's Invitation to Academy to Apply For Conversion to Schools of Excellence. If the College Board is interested in accepting applications to issue contracts to charter Schools of Excellence under Part 6E of the Code, and the College Board determines that the Academy meets the College Board's and the Code's eligibility criteria for applying to convert the Academy to a School of Excellence, then the College 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 College Board shall establish its own competitive application process and provide the necessary forms and procedures to eligible public school academies.

## **ARTICLE IV**

### **REQUIREMENT THAT THE ACADEMY ACT SOLELY AS GOVERNMENTAL ENTITY**

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

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

Section 4.3. Academy Board Members Serve In Their Individual Capacity. All Directors of the Academy Board shall serve in their individual capacity, and not as a representative or designee of any other person or entity. A person who does not serve in their individual capacity, or who serves as a representative or designee of another person or entity,

shall be deemed ineligible to continue to serve as a Director of the Academy Board. A Director who violates this Section shall be removed from office, in accordance with the removal provisions found in the Resolution or Schedule 2: Bylaws. As set forth in the Resolution, a Director serves at the pleasure of the College Board, and may be removed with or without cause at any time.

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

- (a) An individual simultaneously serving as an Academy Board member and as an owner, officer, director, employee or consultant of or independent contractor to an Educational Service Provider or an employee leasing company, or a subcontractor to an Educational Service Provider or an employee leasing company that has an ESP Agreement with the Academy;
- (b) An individual simultaneously serving as an Academy Board member and an Academy employee;
- (c) An individual simultaneously serving as an Academy Board member and an independent contractor to the Academy;
- (d) An individual simultaneously serving as an Academy Board member and a member of the governing board of another public school;
- (e) An individual simultaneously serving as an Academy Board member and a College official, employee, or paid consultant, as a representative of the College; and
- (f) An individual simultaneously serving as an Academy Board member and having an ownership or financial interest in any real or personal property leased or subleased to the Academy.

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

- (a) No person shall be appointed or reappointed to serve as an Academy Board member if the person's mother, mother-in-law, father, father-in-



law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or same-sex domestic partner:

- (i) Is employed by the Academy;
  - (ii) Works at or is assigned to work at the Academy;
  - (iii) Has an ownership, officer, policymaking, managerial, administrative non-clerical, or other significant role with the Academy's ESP or employee leasing company; or
  - (iv) Has an ownership or financial interest in any school building lease or sublease agreement with the Academy.
- (b) The Academy Board shall require each individual who works at the Academy to annually disclose any familial relationship with any other individual who works at, or provides services to, the Academy. For purposes of this subsection, familial relationship means a person's mother, mother-in-law, father, father-in-law, son, son-in-law, daughter, daughter-in-law, sister, sister-in-law, brother, brother-in-law, spouse or same-sex domestic partner.

Section 4.6. Dual Employment Positions Prohibited. Any person working at the Academy is prohibited by law from being employed at the Academy in more than one full-time position and simultaneously being compensated for each position.

Section 4.7. Oath of Public Office. Academy Board members are public officials. Before entering upon the duties of a public school board member, each Academy Board member shall take, sign and file the constitutional oath of office with the Charter Schools Office.

Section 4.8. Academy Counsel. The Academy Board shall select, retain and pay legal counsel to represent the Academy. The Academy shall not retain any attorney to represent the Academy if the attorney or the attorney's law firm also represents the Academy's Educational Service Provider or any person or entity leasing real property to the Academy, if any.

## **ARTICLE V**

### **CORPORATE STRUCTURE OF THE ACADEMY**

Section 5.1. Nonprofit Corporation. The Academy shall be organized and operated as a public school academy corporation organized under the Michigan Nonprofit Corporation Act, as amended, Act No. 162 of the Public Acts of 1982, being Sections 450.2101 to 450.3192 of the Michigan Compiled Laws. Notwithstanding any provision of the Michigan Nonprofit Corporation Act, as amended, the Academy shall not take any action inconsistent with the provisions of Part 6A of the Code or other Applicable Law.

Section 5.2. Articles of Incorporation. The Articles of Incorporation of the Academy, as set forth in Schedule 1, shall be the Articles of Incorporation of the Academy. Any subsequent amendments to the Academy's Articles of Incorporation shall only be incorporated into this Contract pursuant to Article IX of these Terms and Conditions.

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

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

## **ARTICLE VI**

### **OPERATING REQUIREMENTS**

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

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

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

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

Section 6.5. Method of Pupil Assessment. The Academy shall evaluate pupils' work based on the assessment strategies identified in Schedule 7e. To the extent applicable, pupil performance at the Academy shall be assessed using the Michigan Student Test of Educational Progress ("M-STEP") and/or the Michigan Merit Examination ("MME") designated under the Code. The Academy shall provide the Charter Schools Office with copies of reports, assessments and test results concerning the following:

- (a) educational outcomes achieved by pupils attending the Academy and other reports reasonably requested by the Charter Schools Office;
- (b) an assessment of student performances at the end of each academic school year or at such other times as the College Board may reasonably request;

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

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

- (a) The Academy has made a reasonable effort to advertise its enrollment efforts to all pupils; and
- (b) The Academy's open enrollment period was for a duration of at least 2 weeks and permitted the enrollment of pupils at times in the evening and on weekends.

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

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

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

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

Section 6.11. Annual Financial Statement Audit. The Academy shall conduct an annual financial statement audit prepared and reviewed by an independent certified public accountant. The Academy Board shall select, retain, and pay the Academy's independent auditor. The Academy Board shall not approve the retention of any independent auditor if that independent auditor or the auditor's firm is also performing accounting and/or auditing services for the Academy's Educational Service Provider, if any. In accordance with timeframes set forth in the Master Calendar, the Academy shall submit one (1) copy of the annual financial statement audit, auditor's management letters and any responses to auditor's management letters to the Charter Schools Office.

Section 6.12. Address and Description of Physical Plant; Process for Expanding Academy's Site Operations. The address and description of the physical plant for the Academy

is set forth in Schedule 6. With the approval of the College Board, the Academy Board may operate the same configuration of age or grade levels at more than one (1) site if each configuration of age or grade levels and each site identified in Schedule 6 are under the direction and control of the Academy Board.

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

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

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

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

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

Section 6.16. Matriculation Agreements. Before the Academy Board approves a matriculation agreement with another public school, the Academy shall provide a draft copy of the agreement to the Charter Schools Office for review. Any matriculation agreement entered into by the Academy shall be incorporated into Schedule 7f by contract amendment pursuant to Article IX of these Terms and Conditions. Postings of Accreditation Status. The Academy shall post notices to the Academy's homepage of its website disclosing the accreditation status of each school as required by the Code.

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

(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 during the immediately preceding 3 school years.

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

## **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 Applicable Law.

## **ARTICLE VIII**

### **COMPLIANCE WITH APPLICABLE LAWS**

Section 8.1. Compliance with Applicable Law. The Academy shall comply with all applicable state and federal laws, including, but not limited to, to the extent applicable, the Code, the State School Aid Act of 1979, the Open Meetings Act, the Freedom of Information Act ("FOIA"), the Public Employees Relations Act, the Uniform Budgeting and Accounting Act, the Revised Municipal Finance Act of 2001, the Elliott-Larsen Civil Rights Act, , the Michigan Person with Disabilities Civil Rights Act, , and Subtitle A of Title II of the Americans with Disabilities Act of 1990, Public Law 101-336, 42 USC & 12101 et seq. or any successor law. The Academy agrees to participate in state assessments, data collection systems, state level student growth models, state accountability and accreditation systems, and other public

comparative data collection required for public schools. Additionally, the Academy shall comply with other state and federal laws which are applicable to public school academies. Nothing in this Contract shall be deemed to apply any other state or federal law to the Academy.

## **ARTICLE IX**

### **AMENDMENT**

Section 9.1. Amendments. The College 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 College Board as an authorizing body, the parties have established a flexible process for amending this Contract.

Section 9.2. Process for Amendment Initiated by the Academy. The Academy, by a majority vote of its Board of Directors, may, at any time, propose specific changes in this Contract or may propose a meeting to discuss potential revision of this Contract. The proposal will be made to the College Board through its designee. Except as provided in Section 6.12 of these Terms and Conditions, the College Board delegates to the CSO Director the review and approval of changes or amendments to this Contract. In the event that a proposed change is not accepted by the CSO Director, the College Board may consider and vote upon a change proposed by the Academy following an opportunity for a presentation to the College Board by the Academy.

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

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

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

Section 9.6. Emergency Action on Behalf of College 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 College Board. An emergency situation shall be deemed to occur if the Charter Schools Office Director, in his or her sole discretion, determines that the facts and circumstances warrant that emergency action take place before the next meeting of the College Board. Upon the determination that an emergency situation exists, the Charter Schools Office Director may temporarily take action on behalf of the College Board with regard to the Academy or the Contract, so long as such action is in the best interest of the College Board and the Charter Schools Office Director consults with the College Board Chairperson or the College President prior to taking the intended actions. When acting during an emergency situation, the Charter Schools Office Director shall have the authority to act in place of the College 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 College Board; or (b) the next meeting of the College Board. The Charter Schools Office Director shall immediately report such action to the College Board for confirmation at the next meeting so that the emergency action continues or, upon confirmation by the College Board, becomes permanent.

## **ARTICLE X**

### **CONTRACT TERMINATION, SUSPENSION, AND REVOCATION**

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

- (a) Failure of the Academy to demonstrate improved pupil academic achievement for all groups of pupils or meet the educational goals and related measures set forth in this Contract;
- (b) Failure of the Academy to comply with all Applicable Law;
- (c) Failure of the Academy to meet generally accepted public sector accounting principles and demonstrate sound fiscal stewardship; or
- (d) The existence of one or more other grounds for revocation as specified in this Contract.

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



- (a) The Academy fails to achieve or demonstrate measurable progress toward achieving the educational goals and related measures identified in this Contract;
- (b) The Academy fails to properly implement, consistently deliver, and support the educational programs or curriculum identified in this Contract;
- (c) The Academy is insolvent, has been adjudged bankrupt, or has operated for two or more school fiscal years with a fund balance deficit;
- (d) The Academy has insufficient enrollment to successfully operate a public school academy, or the Academy has lost more than fifty percent (50%) of its student enrollment from the previous school year;
- (e) The Academy fails to fulfill the compliance and reporting requirements or defaults in any of the terms, conditions, promises or representations contained in or incorporated into this Contract or, during the term of this Contract, it is discovered by the Charter Schools Office that the Academy failed to fulfill the compliance and reporting requirements or there was a violation of a prior Contract issued by the College Board;
- (f) The Academy files amendments to its Articles of Incorporation with the Michigan Department of Licensing and Regulatory Affairs, Bureau of Commercial Services without first obtaining the Charter Schools Office's approval;
- (g) The Charter Schools Office discovers grossly negligent, fraudulent or criminal conduct by the Academy's applicant(s), directors, officers, employees or agents in relation to their performance under this Contract; or
- (h) The Academy's applicant(s), directors, officers, employees or agents have provided false or misleading information or documentation to the Charter Schools Office in connection with the College Board's approval of the Application, the issuance of this Contract, or the Academy's reporting requirements under this Contract or Applicable Law.

**Section 10.3. Automatic Amendment Of Contract; Automatic Termination of Contract If All Academy Sites Closed; Economic Hardship Termination.**

Except as otherwise provided in this Section 10.3, if the College Board is notified by the Department that an Academy site is subject to closure under section 507 of the Code, MCL 380.507 ("State's Automatic Closure Notice"), then this Contract shall automatically be



amended to eliminate the Academy's authority to operate certain age and grade levels at the site or sites identified in the State's Automatic Closure Notice. If the State's Automatic Closure Notice includes all of the Academy's existing sites, then this Contract shall automatically be terminated at the end of the current school year in which either the State's Automatic Closure Notice is received without any further action of the College Board or the Academy.

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

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

If the Department elects not to issue a Pupil Hardship Exemption and the 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 College Board that the Contract be terminated at the end of the current school year (hereinafter "Economic Hardship Termination"). If the College 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 College Board's revocation procedures set forth in Section 10.6(c) do not apply to an automatic termination initiated by the State's Automatic Closure Notice or an Economic Hardship Termination under this Section 10.3.

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

termination request. The College Board may, in its sole discretion, waive the six (6) month advance notice requirement for terminating this Contract.

Section 10.5. Grounds and Procedures for College Termination of Contract. The College Board, in its sole discretion, reserves the right to terminate the Contract (i) for any reason or for no reason provided that such termination shall not take place less than six (6) months from the date of the College Board's action; or (ii) if there is a change in Applicable Law that the College Board, in its sole discretion, determines impairs its rights and obligations under the Contract or requires the College Board to make changes in the Contract that are not in the best interest of the College Board or the College, then such termination shall take effect at the end of the current Academy fiscal year. Following College Board approval, the Charter Schools Office Director shall provide notice of the termination to the Academy. If during the period between the College Board action to terminate and the effective date of termination, the Academy has violated the Contract or Applicable Law, the Contract may be revoked or suspended sooner pursuant to this Article X. If this Contract is terminated pursuant to this Section 10.5, the revocation procedures in Section 10.6 shall not apply.

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

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

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

(c) Plan of Correction. Within fifteen (15) days of receipt of the Academy Board's response or after a meeting with Academy Board representatives, the Charter Schools Office Director shall review the Academy Board's response and determine whether a reasonable plan for correcting the deficiencies can be formulated. If the Charter Schools Office Director determines that a reasonable plan for correcting the deficiencies set forth in the Notice of Intent

to Revoke can be formulated, the Charter Schools Office Director shall develop a plan for correcting the non-compliance ("Plan of Correction") which may include reconstitution pursuant to 10.6(d) of these Terms and Conditions. In developing a Plan of Correction, the Charter Schools Office Director is permitted to adopt, modify or reject some or all of the Academy Board's response for correcting the deficiencies outlined in the Notice of Intent to Revoke. The Notice of Intent to Revoke shall be closed if the Charter Schools Office Director determines any of the following: (i) the Academy Board's denial of non-compliance is persuasive; (ii) the non-compliance set forth in the Notice of Intent to Revoke has been corrected by the Academy Board; or (iii) the Academy Board has successfully completed the Plan of Correction.

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

Reconstitution of the Academy does not restrict the Department from issuing an order under section 507 of the Code, MCL 380.507, directing the automatic closure of the Academy's site(s).

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

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

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

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

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

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

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

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

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

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

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

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

(i) Disposition of State School Aid Funds. Notwithstanding any other provision of the Contract, any state school aid funds received by the College Board after a recommendation is made by the Hearing Panel to revoke the Contract, or a decision by the College Board to revoke the Contract, may be withheld by the College Board or returned to the Michigan Department of Treasury upon request. The College Board may also direct that a portion of the Academy's state school aid funds be directed to fund the Academy's dissolution account established under Section 10.10 of these Terms and Conditions.

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

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

- (i) has placed staff or students at risk;
- (ii) is not properly exercising its fiduciary obligations to protect and preserve the Academy's public funds and property;
- (iii) has lost its right to occupancy of the physical facilities described in Schedule 6, and cannot find another suitable physical facility for the Academy prior to the expiration or termination of its right to occupy its existing physical facilities;
- (iv) has failed to secure or has lost the necessary fire, health, and safety approvals as required by Schedule 6;
- (v) has willfully or intentionally violated this Contract or Applicable Law; or
- (vi) has violated Section 10.2(g) or (h), then the Charter Schools Office Director may immediately suspend the Contract, pending completion of the procedures set forth in Section 10.6. A copy of the suspension notice, setting forth the grounds for suspension, shall be sent to the Academy Board and to the Hearing Panel. If this subsection is implemented, the notice and hearing procedures set forth in Section 10.6 shall be expedited as much as possible.

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

(c) Immediate Revocation Proceeding. If the Academy Board, after receiving a notice of Contract suspension from the Charter Schools Office Director, continues to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may immediately convene a revocation hearing in accordance with the procedures set forth in section 10.6(e) of this Contract. The Hearing Panel has the authority to accelerate the time line for revoking the

Contract, provided that notice of the revocation hearing shall be provided to the Charter Schools Office and the Academy Board at least five (5) days before the hearing. If the Hearing Panel determines that the Academy Board has continued to engage in conduct or activities that are covered by the suspension notice, the Hearing Panel may recommend revocation of the Contract. The College Board shall proceed to consider the Hearing Panel's recommendation in accordance with Sections 10.6(f) through (h).

Section 10.8. Venue; Jurisdiction. The parties agree that all actions or proceedings arising in connection with this Contract will be tried and litigated only in the Circuit Court of Chippewa 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 11.3 of these Terms and Conditions.

Section 10.9. Appointment of Conservator/Trustee. Notwithstanding any other provision of the Contract, in the event that the College President, in his or her sole discretion, determines that the health, safety and welfare of Academy students, property or funds are at risk, the College President, after consulting with the College 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 College President shall appoint the Conservator for a definite term which may be extended in writing at his or her discretion. During the appointment, the Academy Board members and their terms in office are suspended and all powers of the Academy Board are suspended. All appointments made under this section must be presented to the College 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, Academy Board, employment and student records;

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

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

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

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

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

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

Section 10.10. Academy Dissolution Account. If the College Board terminates, revokes or fails to issue a new Contract to the Academy, the CSO Director shall notify the Academy that, beginning thirty (30) days after notification of the College Board's decision, the College Board may direct up to \$10,000 from each subsequent state school aid fund payment, not to exceed a combined total of \$30,000, to a separate Academy account ("Academy Dissolution Account") to be used exclusively by the Academy to pay the costs associated with the wind up and dissolution responsibilities of the Academy. Within five (5) business days of the CSO Director's notice, the Academy Board Treasurer shall provide the CSO Director, in a form and manner determined by the CSO, with account detail information and authorization to direct such funds to the Academy Dissolution Account. The Academy Dissolution Account shall be under the sole care, custody and control of the Academy Board, and such funds shall not be used by the Academy to pay any other Academy debt or obligation until such time as all the wind-up and dissolution expenses have been satisfied. An intercept agreement entered into by the Academy and a third party lender or trustee shall include language that the third party lender or trustee acknowledges and consents to the funding of the Academy's dissolution account in accordance with this Contract. Any unspent funds remaining in the Academy's dissolution account after payment of all wind up and dissolution expenses shall be returned to the Academy.

## **ARTICLE XI**

### **PROVISIONS RELATING TO PUBLIC SCHOOL ACADEMIES**

Section 11.1. The Academy Budget; Transmittal of Budgetary Assumptions; Budget Deficit; Enhanced Deficit Elimination Plan. The Academy agrees to comply with all of the following:

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

- (b) Unless exempted from transmitting under section 1219 of the Code, MCL 380.1219, the Academy, on or before July 7<sup>th</sup> 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.
- (c) 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 (c)(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.
- (d) If the Academy is required by the State Treasurer to submit an enhanced deficit elimination plan under section 1220 of the Code, MCL 380.1220, the Academy shall do all of the following:
  - (i) The enhanced deficit elimination plan shall be approved by the Academy Board before submission.



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

Section 11.2. Insurance. The Academy Board shall secure and maintain in its own name as the "first named insured" at all times the following insurance coverages required by the Michigan Universities Self-Insurance Corporation ("M.U.S.I.C.") for public school academies authorized by university board authorizing bodies:

## **M.U.S.I.C. INSURANCE COVERAGE REQUIREMENTS**

### **for Public School Academies (PSA), Strict Discipline Academies (SDA) Urban High Schools (UHS) & Schools of Excellence (SOE)**

NOTE: Insurance carriers must have an AM Best Rating of "A - VII" or better

**EFFECTIVE DATE: 07/01/12 -- MUSIC Board Approval Date: 12/15/2011**

COVERAGE	REQUIREMENTS
<b>General or Public Liability (GL)</b>	<p>Must be Occurrence form</p> <p>Must include Sexual Abuse &amp; Molestation coverage which can be Occurrence or Claims Made. If this coverage is Claims Made the Retroactive Date must be the same or before date of original College PSA/SDA/UHS/SOE contract. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE.</p> <p>Must include Corporal Punishment coverage.</p> <p>\$1,000,000 per occurrence &amp; \$2,000,000 aggregate.</p> <p>In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.</p> <p>College must be included as an Additional Insured with Primary and Non-Contributory Coverage.</p> <p>NOTE: SDA must also have Security/Police Professional Liability coverage with MINIMUM of \$1,000,000 limit which can be Occurrence or Claims Made. If this coverage is Claims Made, and the SDA goes out of business, the SDA needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the SDA.</p>

COVERAGE	REQUIREMENTS
<b>Errors &amp; Omissions (E&amp;O)</b>	Must include Employment Practices Liability.
	Must include Corporal Punishment coverage.
	Must include Sexual Abuse & Molestation coverage.
	Must include Directors' & Officers' coverage.
	Must include School Leaders' E&O.
	Can be Claims Made or Occurrence form.
	If Claims Made, retroactive date must be the same or before date of original College -
	PSA/SDA/UHS/SOE Charter Contract. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE.
	\$1,000,000 per occurrence & \$3,000,000 aggregate.
	In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.
	College must be included as an Additional Insured with Primary and Non-Contributory Coverage.

## M.U.S.I.C. INSURANCE COVERAGE REQUIREMENTS

### for Public School Academies (PSA), Strict Discipline Academies (SDA) Urban High Schools (UHS) & Schools of Excellence (SOE)

NOTE: Insurance carriers must have an AM Best Rating of "A - VII" or better

COVERAGE	REQUIREMENTS
<b>Automobile Liability (AL) for Owned and Non-Owned Autos</b>	\$1,000,000 per accident.
	In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.
	College must be included as Additional Insured with Primary and Non-Contributory Coverage.
	See Umbrella section for higher limit
	Higher limits are required if PSA/SDA/UHS/SOE has its own buses.
COVERAGE	REQUIREMENTS
<b>Workers' Compensation</b>	Must be Occurrence form.
	Statutory Limits with \$1,000,000 Employers Liability Limits.
Requirement for PSA/SDA/UHS/SOE when leasing employees from Educational Service Provider (ESP) or Management Firm (MF)	NOTE: Must have Alternate Employer Endorsement from ESP/MF. Schedule PSA/SDA/UHS/SOE location on the ESP/MF Contract.
	NOTE: If PSA/SDA/UHS/SOE is leasing employees from ESP/MF and the PSA/SDA/UHS/SOE name does not have payroll, PSA/SDA/UHS/SOE still must carry Workers' Compensation coverage including Employers' Liability

COVERAGE	REQUIREMENTS
Crime	Must include Employee Dishonesty coverage.
	Must include third party coverage.
	\$500,000 limit.

COVERAGE	REQUIREMENTS
Umbrella	Can be Claims Made or Occurrence form. If this coverage is Claims Made, and the PSA/SDA/UHS/SOE goes out of business, the PSA/SDA/UHS/SOE needs to purchase the longest-available tail coverage. This requirement could be stated in the exit language of the Charter Contract with the PSA/SDA/UHS/SOE.
	Umbrella is acceptable with a \$4,000,000 limit and aggregate. Also, an Umbrella policy with an unlimited aggregate is acceptable at a \$2,000,000
	If PSA/SDA/UHS/SOE has its own buses AND/OR has more than 1,000 students, must have MINIMUM \$5,000,000 per occurrence.
	If PSA/SDA/UHS/SOE purchases additional Umbrella limits to meet the \$1,000,000/\$3,000,000 for E&O then they must be in addition to the required Umbrella limit.
	In the event of name changes, mergers, etc., every past and present PSA/SDA/UHS/SOE name must be listed on the policy with the new entity as the First Named Insured.
	College must be included as Additional Insured with Primary and Non-Contributory Coverage.
	All coverages have to be included in the Umbrella that are in General Liability, Automobile and E&O.

## M.U.S.I.C. INSURANCE COVERAGE REQUIREMENTS

### for Public School Academies (PSA), Strict Discipline Academies (SDA) Urban High Schools (UHS) & Schools of Excellence (SOE)

NOTE: Insurance carriers must have an AM Best Rating of "A - VII" or better

#### ADDITIONAL RECOMMENDATIONS

COVERAGE	RECOMMENDATION
Property	Limits to cover replacement for PSA/SDA/UHS/SOE's property exposures, including real and personal, owned or leased.
Cyber Risk Coverage	Cyber Liability addresses the first- and third-party risks regarding Internet business, the Internet, networks and other assets. Cyber Liability Insurance coverage offers protection for exposures from Internet hacking and notification requirements.
Automobile Physical Damage	Coverage for damage to the owned or used vehicle.

#### **DISCLAIMER:**

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

The insurance must be obtained from a licensed mutual, stock, or other responsible company licensed to do business in the State of Michigan. The Academy may join with other public school academies to obtain insurance if the Academy Board finds that such an association provides economic advantages to the Academy, provided that each Academy maintains its identity as first named insured. The Academy shall list the College and the College Board on the insurance policies as an additional insured on insurance coverages as noted above. The Academy shall have a provision included in all policies requiring notice to the College Board, at least thirty (30) days in advance, upon termination or non-renewal of the policy. In addition, the Academy shall provide copies of all insurance policies required by this Contract on site for inspection by the College Board or its designee.

All insurance certificates must accurately reflect the coverage provided under the Academy's policy. Certificate must expressly list or state the coverage for each item specified in the Contract. Policy and corresponding certificates, should reflect an annual expiration date of June 30th to correspond with the Contract, unless a different date provides an economic advantage to the Academy, so long as such date does not create a gap in coverage at any time during the term of the Contract.

When changing insurance programs or carriers, the Academy must provide copies of the proposed policies to the College Board, or its designee, at least thirty (30) days prior to the proposed change. The Academy shall not cancel its existing coverage without the prior approval of the Charter Schools Office. In the event the Academy fails to purchase the insurance coverage required by this Section 11.2, the College Board may purchase on the Academy's behalf the insurance required under this Section 11.2 and subtract the total cost for placed insurance from the next state school aid payment received by the College Board for forwarding to the Academy.

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

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

COVERAGE	REQUIREMENTS
<b>General or Public Liability (GL)</b>	Must be Occurrence form
	<b>Must include Sexual Abuse &amp; Molestation coverage</b>
	<b>Must include Corporal Punishment coverage</b>
	\$1,000,000 per occurrence & \$2,000,000 aggregate

	PSA must be included as First Named Insured
	College must be included as Additional Insured with Primary Coverage
	<b>NOTE: Strict Disciplinary Academies must also have Security/Police Professional Liability coverage with MINIMUM of \$1,000,000 per occurrence</b>
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Errors &amp; Omissions (E&amp;O)</b>	Must include Employment Practices Liability
	Must include Directors' and Officers' coverage
	Must include School Leaders' E&O
	Can be Claims Made or Occurrence form
	<b>If Claims Made, Retroactive Date must be the same or before date of original College-PSA contract</b>
	\$1,000,000 per occurrence & \$3,000,000 aggregate
	PSA must be included as First Named Insured
	College must be included as Additional Insured with Primary Coverage
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Automobile Liability (AL) for Owned and Non-Owned Autos</b>	\$1,000,000 per accident
	PSA must be included as First Named Insured
	College must be included as Additional Insured with Primary Coverage
	<b>Higher limits may be required if PSA has its own buses</b>
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Workers' Compensation</b>	Must be Occurrence Form
	Statutory Limits
	<b>NOTE: If PSA is leasing employees from ESP, ESP must have Employers' Liability with \$1,000,000 per occurrence AND Alternate Employer Endorsement naming PSA.</b>
	PSA must be included as First Named Insured
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Crime</b>	Must include Employee Dishonesty coverage
	Must be Occurrence form
	\$500,000 per occurrence
	PSA must be included as First Named Insured
<b>COVERAGE</b>	<b>REQUIREMENTS</b>
<b>Umbrella</b>	<b>Can be Claims Made or Occurrence form</b>
	<b>\$2,000,000 per occurrence &amp; \$4,000,000 aggregate</b>
	<b>If PSA has its own buses AND/OR has more than 1,000 students, must have MINIMUM \$5,000,000 per occurrence</b>
	<b>PSA must be included as First Named Insured</b>
	<b>College must be included as Additional Insured with Primary Coverage</b>

ADDITIONAL RECOMMENDATIONS	
COVERAGE	REQUIREMENTS
Property	Limits to cover replacement for PSA's property exposures, including real and personal, owned or leased
COVERAGE	REQUIREMENTS
Performance Bond (or Letter of Credit with Indemnification)	\$1,000,000 per claim/aggregate

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

The College’s insurance carrier periodically reviews the types and amounts of insurance coverages that the Academy must secure in order for the College to maintain insurance coverage for the authorization and oversight of the Academy. In the event that the College’s insurance carrier requests additional changes in coverage identified in this Section 11.2, or M.U.S.I.C requires changes in coverage and amounts for public school academies authorized by university board public school academy authorizing bodies, the Academy agrees to comply with any additional changes in the types and amounts of coverage requested by the College’s insurance carrier or adopted by M.U.S.I.C. within thirty (30) days after notice of the insurance coverage change.

Section 11.3. Legal Liabilities and Covenant Against Suit. The Academy acknowledges and agrees that it has no authority to extend the full faith and credit of the College Board, the College or any other authorizing body, or to enter into a contract that would bind the College Board or the College. The Academy is also limited in its authority to contract by the amount of funds obtained from the state school aid fund, as provided hereunder, or from other independent sources. The Academy hereby agrees and covenants not to sue the College Board, the College, or any of its Regents, officers, employees, agents or representatives for any matters that arise under this Contract. The College Board and the College do not assume any obligation with respect to any Director, employee, agent, parent, guardian, student, or independent contractor of the Academy, and no such person shall have the right or standing to bring suit against the College Board or the College, or any of its Regents, employees, agents, or independent contractors as a result of the issuing, overseeing, suspending, terminating or revoking of this Contract, or as a result of not issuing a new Contract at the end of the term of this Contract.

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

Conditions. The Charter Schools Office may disapprove the proposed lease agreement submitted by the Academy if the lease agreement is contrary to this Contract, the Lease Policies, or Applicable Law. Any subsequent amendment to a lease agreement shall be submitted for review by the Charter Schools Office in the same form and manner as a new lease agreement.

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 College 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 College Board for implementing the site closure or reconstitution. Nothing in this paragraph shall prevent the lessor/ landlord from receiving lease payments owed prior to site closure or reconstitution, or relieve the Academy from paying any costs or expenses owed under the lease prior to site closure or reconstitution.

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

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

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

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

Section 11.8. Deposit of Public Funds by the Academy. The Academy Board agrees to comply with Section 1221 of the Revised School Code, being MCL 380.1221, regarding the deposit of all public or private funds received by the Academy. Such deposit shall be made

within three (3) business days after receipt of the funds by the Academy. Only Academy Board members or designated Academy employees may be a signatory on any Academy bank account.

Section 11.9. Nonessential Elective Courses. If the Academy Board elects to provide nonessential elective courses to part-time pupils at a nonpublic school building, the Academy shall comply with Section 166b of the State School Aid Act of 1979, as amended, MCL 388.1166b. Prior to providing instruction, the Academy Board shall ensure that the Academy has sufficient documentation to qualify for part-time pupil funding under the State School Aid Act. The provision of nonessential elective courses by the Academy shall be incorporated into Schedule 7c of this Contract by amendment pursuant to Article IX of these Terms and Conditions.

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

“Indemnification of Bay Mills Community College. The parties acknowledge and agree that the Bay Mills Community College Board of Regents, Bay Mills Community College and its respective members, officers, employees, agents or representatives (all collectively referred to as “Bay Mills Community College”) are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, [insert name of Educational Service Provider] hereby promises to indemnify, defend, and hold harmless Bay Mills Community College against all claims, demands, actions, suits, causes of action, losses, judgments, damages, fines, penalties, forfeitures, or any other liabilities or losses of any kind, including costs, attorney fees, and related expenses, imposed upon or incurred by Bay Mills Community College 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 Bay Mills Community College, which arise out of or are in any manner connected with Bay Mills Community College Board of Regents’ approval of the Academy’s application, Bay Mills Community College Board of Regents’ consideration of or issuance of a Contract, [insert the name of Educational Service Provider] preparation for and operation of the Academy, or which are incurred as a result of the reliance by Bay Mills Community College upon information supplied by [insert the name of Educational Service Provider], or which arise out of the failure of [insert the name of Educational Service Provider] to perform its obligations under the Contract, the Agreement or Applicable Law, as applicable. The parties expressly acknowledge and agree that Bay Mills Community College, Bay Mills Community College Board of Regents and its members, and their respective officers, employees, agents or representatives, or any of them, may commence legal action against [insert name of Educational Service Provider] to enforce its rights as set forth in this Agreement.”



“Agreement Coterminous With Academy’s Contract. If the Academy’s Contract issued by the Bay Mills Community College Board of Regents is suspended, revoked or terminated, or a new charter contract is not issued to the Academy after expiration of the Contract, this Agreement shall automatically be suspended or terminated, as the case may be, on the same date as the Academy’s Contract is suspended, revoked, terminated or expires without further action of the parties.”

“Compliance with Academy’s Contract. The Educational Service Provider agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the Academy’s obligations under the Academy’s Contract issued by the Bay Mills Community College Board of Regents. The provisions of the Academy’s Contract shall supersede any competing or conflicting provisions contained in this Agreement.”

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

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

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

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

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

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

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

## **ARTICLE XII**

### **GENERAL TERMS**

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

If to the College Board:

President  
Bay Mills Community College  
12214 West Lakeshore Drive  
Brimley, Michigan 49715

If to the Tribal Office:	Tribal Attorney's Office Bay Mills Indian Community 12140 West Lakeshore Drive Brimley, Michigan 49715
If to Outside Counsel:	Leonard C. Wolfe Dykema Gossett PLLC 201 Townsend Street, Suite 900 Lansing, Michigan 48933
If to Academy:	Academy Board President Robert Polk 3000 Vivian Road Monroe, MI 48162
If to Academy Counsel:	Candace Sorensen CS3 Law 250 Monroe NW, Suite 400 Grand Rapids, MI 49503

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

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

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

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

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

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

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

Section 12.9. Term of Contract. This Contract shall commence on the date first set forth above and shall remain in full force and effect for 8 years until June 30, 2028, unless sooner revoked or terminated according to the terms hereof.

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

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

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

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

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

Section 12.15. College 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 College Board or CSO policies regarding public school academies which shall apply immediately, College 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 College Board or the CSO shall provide a draft of the proposed policies to the Academy Board. The Academy Board shall have at least thirty (30) days to provide comment to the CSO on the proposed policies before such policies shall become effective.

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

Section 12.17. Information Available to the Public.

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

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

provision in the Academy's articles of incorporation or bylaws regarding the disposition of assets upon dissolution.

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

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

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

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

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

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

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

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

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

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

- (i) to the Department or CEPI;
- (ii) to the student's parent or legal guardian;
- (iii) by the Academy to the College Board, College, Charter Schools Office or to the educational management organization with which the Academy has a management agreement that has not been disapproved by the College;
- (iv) by the Academy to the Academy's intermediate school district or another intermediate school district providing services to Academy or the Academy's students pursuant to a written agreement;
- (v) to the Academy by the Academy's intermediate school district or another immediate school district providing services to pupils enrolled in the Academy pursuant to a written agreement;
- (vi) to the Academy by the College Board, College, Charter Schools Office;
- (vii) to a person, agency, or organization with written consent from the student's parent or legal guardian, or from the student if the student is 18 years of age;
- (viii) to a person, agency, or organization seeking or receiving records in accordance with an order, subpoena, or ex parte order issued by a court of competent jurisdiction;
- (ix) to a person, agency, or organization as necessary for standardized testing that measures a student's academic progress and achievement; or
- (x) in the absence of, or in compliance with, a properly executed opt-out form, as adopted by the Academy in compliance with section 1136(6) of the Code, pertaining to uses for which the Academy commonly would disclose a pupil's "directory information."

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

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

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

- (a) The Academy shall do all of the following:
  - (i) Develop a list of uses (the "Uses") for which the Academy commonly would disclose a student's directory information.
  - (ii) Develop an opt-out form that lists all of the Uses and allows a student's parent or guardian to elect not to have the student's directory information disclosed for 1 or more Uses.

- (iii) Present the opt-out form to each student's parent or guardian within the first thirty (30) days of the school year and at other times upon request.
- (iv) If an opt-out form is signed and submitted to the Academy by a student's parent or guardian, then the Academy shall not include the student's directory information in any of the Uses that have been opted out of in the opt-out form.

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

Section 12.23. Partnership Agreement. If the Department and State Reform Office 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 12.24. Statewide Safety Information Policy. The Academy shall adopt and adhere to the statewide school safety information policy required under section 1308 of the Code, MCL 380.1308. The statewide school safety information policy may also address Academy procedures for reporting incidents involving possession of a dangerous weapon as required under section 1313 of the Code, MCL 380.1313.

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

Section 12.26. Academy Emergency Operations Plan. (a) Beginning in the 2019-2020 school year, and at least biennially thereafter, the Academy shall, in conjunction with at least 1 law enforcement agency having jurisdiction over the Academy, conduct either (i) a review of the Academy's emergency operations plan, including a review of the vulnerability assessment; or (ii) a review of the Academy's statewide school safety information policy, as applicable.

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



emergency operations plan or the completion of an emergency operations plan review, as applicable.

Section 12.27. School Safety Liaison. The Academy Board shall designate a liaison to work with the School Safety Commission created under Section 5 of the Comprehensive School Safety Plan Act created under Public Act 548 of 2018, MCL 28.805 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 12.28. New Building Construction or Renovations. The Academy shall not commence construction on a new school building or the major renovation of an existing school building unless the Academy consults on the plans of the construction or major renovation regarding school safety issues with the law enforcement agency that is or will be the first responder for that school building. School building includes either a building intended to be used to provide pupil instruction or a recreational or athletic structure or field used by pupils.

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

(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.

As the designated representative of the Bay Mills Community College Board of Regents, I hereby issue this Contract to the Academy on the date set forth above.

BAY MILLS COMMUNITY COLLEGE  
BOARD OF REGENTS

By: Michael C. Parish  
Michael C. Parish, College Board Designee

Date: July 1, 2020

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

TRIUMPH ACADEMY

By: Michael  
Its: Vice President

Date: July 1, 2020

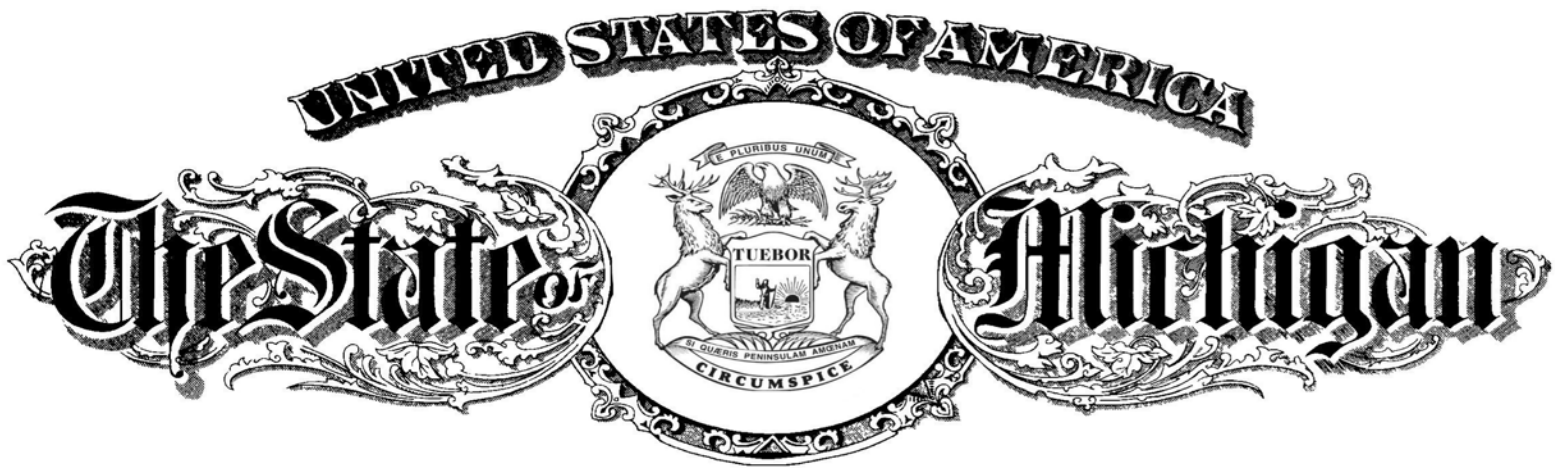
## **CONTRACT SCHEDULES**

### Schedules

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**CONTRACT SCHEDULE 1**

**ARTICLES OF INCORPORATION**



Department of Licensing and Regulatory Affairs  
Lansing, Michigan

*This is to Certify That*

**TRIUMPH ACADEMY**

*was validly Incorporated on January 23 , 2004 as a Michigan nonprofit corporation, and said corporation is validly in existence under the laws of this state.*

*This certificate is issued pursuant to the provisions of 1982 PA 162 to attest to the fact that the corporation is in good standing in Michigan as of this date and is duly authorized to conduct affairs in Michigan and for no other purpose.*

*This certificate is in due form, made by me as the proper officer, and is entitled to have full faith and credit given it in every court and office within the United States.*



Sent by electronic transmission

Certificate Number: 20050913040

*In testimony whereof, I have hereunto set my hand,  
in the City of Lansing, this 13th day of May , 2020.*

*Linda Clegg*

Linda Clegg, Interim Director

Corporations, Securities & Commercial Licensing Bureau

03

CSCL/CD-511 (Rev. 10/17)

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU			
Date Received  <b>MAR 04 2020</b>		(FOR BUREAU USE ONLY)  TranInfo: 24139657-1 03/02/20 Chk#: 1351 Amt: \$10.00 ID: 800895624  This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.  <b>FILED</b>  <b>MAR 05 2020</b>  ADMINISTRATOR CORPORATIONS DIVISION  EFFECTIVE DATE:	
Name Candace L. Sorensen			
Address 250 Monroe Ave. NW, Ste. 400			
City Grand Rapids	State MI	Zip Code 49503	

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

800895624

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

**OF**

**TRIUMPH ACADEMY**

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

The present name of the corporation is: Triumph Academy.

The identification number assigned by the Bureau is: 800895624.

The corporation has used no other names.

The date of filing the original Articles of Incorporation was: January 23, 2004.

JP

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

## ARTICLE I

The name of the corporation is: Triumph Academy.

The authorizing body for the corporation is: Bay Mills Community College Board of Regents ("College Board").

## 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. a. If organized on a nonstock basis, the description and value of its real property assets are: (if none, insert "none")

Real Property: none

- 
- b. The description and value of its personal property assets are: (if none, insert "none")

Personal Property: none

- 
- 
- c. 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.
- d. The corporation is organized on a Directorship basis.

#### ARTICLE IV

The address of the registered office is 250 Monroe Ave. NW, Ste. 400, Grand Rapids, Michigan 49503. The mailing address of the registered office is the same. The name of the resident agent at the registered office is Candace L. Sorensen.

#### ARTICLE V

The corporation is a governmental entity.

#### ARTICLE VI

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

#### 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.

#### ARTICLE VII

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

#### ARTICLE IX

The officers of the 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 X

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 XI

These Articles of Incorporation shall not be amended except by the process provided in the Contract executed by the corporation and the College Board. This process is as follows:

The corporation, by a majority vote of its Board of Directors, may, at any time, propose specific changes to these Articles of Incorporation or may propose a meeting to discuss potential revision to these Articles of Incorporation. The proposal will be made to the College Board through its designee. The College Board delegates to its President the review and approval of changes or amendments to these Articles of Incorporation. In the event that a proposed change is not accepted by the College President, the College Board shall consider and vote upon a change proposed by the corporation following an opportunity for a written and oral presentation to the College Board by the corporation.

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

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

### ARTICLE XIII

A director or volunteer officer is not personally liable to the corporation or its members for money damages for any action taken or any failure to take any action, 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 director or volunteer officer occurring on or after the filing of the Articles incurred in the good faith performance of his/her 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 XIV

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

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

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

**ADOPTION OF ARTICLES**

These Restated Articles of Incorporation were duly adopted on the 19<sup>th</sup> day of February, 2020, in accordance with the provisions of Section 641 of the Act. These Restated Articles of Incorporation restate, integrate and do further amend the provisions of the Articles of Incorporation and were duly adopted by the directors. The necessary number of votes were cast in favor of these Restated Articles of Incorporation at a regular meeting of the Board of Directors.

Signed this 19<sup>th</sup> day of February, 2020.

By:

Robert Polk  
Robert Polk, Board President  
Triumph Academy

**CONTRACT SCHEDULE 2**

**BYLAWS**

## **RESTATED BYLAWS**

### **OF**

## **TRIUMPH ACADEMY**

### **ARTICLE I**

#### **NAME**

This organization shall be called Triumph Academy (the “Academy” or “Corporation”).

### **ARTICLE II**

#### **FORM OF CORPORATION**

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

### **ARTICLE III**

#### **OFFICES**

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

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

### **ARTICLE IV**

#### **BOARD OF DIRECTORS**

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

Section 2. College Board Resolution Establishing Method of Selection, Length of Term and Number of Academy Board Members. The method of selection and appointment, length of term, number of directors, oath of public office requirements, tenure, removal, resignation, compensation and prerequisite qualifications for members of the Academy Board

shall comply with the resolution adopted by the Bay Mills Community College Board of Regents (the "College Board").

## ARTICLE V

### MEETINGS

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

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

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

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

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.

Section 4. 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 Academy Board members voting in favor of an action is as follows:

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

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

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

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

## **ARTICLE VI**

### **COMMITTEES**

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

## **ARTICLE VII**

### **OFFICERS OF THE BOARD**

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

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

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

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

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

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

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

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

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

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



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

## ARTICLE VIII

### CONTRACTS, LOANS, CHECKS AND DEPOSITS; SPECIAL CORPORATE ACTS

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

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

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

Section 4. Deposits. Consistent with section 1221 of the Code, the Treasurer of the Academy shall deposit the funds of the Academy in a financial institution or in a joint investment authorized by the Code. All additional funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Corporation in such banks, trust companies or

other depositories as the Academy Board may select, provided that such financial institution is eligible to be a depository of surplus funds under Section 6 of Act No. 105 of the Public Acts of 1855, as amended, being MCL 21.146 of the Michigan Compiled Laws.

Section 5. Voting of Securities Owned by this Corporation. Subject always to the specific directions of the Academy Board, any shares or other securities issued by any other Corporation and owned or controlled by this Corporation may be voted at any meeting of security holders of such other Corporation by the President of this Corporation or by proxy appointed by the President, or in the absence of the President and the President's proxy, by the Secretary or Treasurer of this Corporation or by proxy appointed by the Secretary or Treasurer. Such proxy or consent with respect to any shares or other securities issued by any other corporation and owned by this corporation shall be executed in the name of this Corporation by the President, the Secretary or the Treasurer of this Corporation without necessity of any authorization by the Academy Board, affixation of corporate seal or countersignature or attestation by another officer. Any person or persons designated in the manner above stated as the proxy or proxies of this Corporation shall have full right, power and authority to vote the shares or other securities issued by such other corporation and owned by this Corporation the same as such shares or other securities might be voted by this Corporation. This section shall in no way be interpreted to permit the Corporation to invest any of its surplus funds in any shares or other securities issued by any other corporation. This section is intended to apply, however, to all gifts, bequests or other transfers of shares or other securities issued by any other corporation which are received by the Corporation.

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

## ARTICLE IX

### INDEMNIFICATION

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

## **ARTICLE X**

### **FISCAL YEAR**

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

## **ARTICLE XI**

### **AMENDMENTS**

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

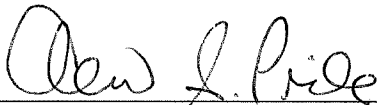
## **ARTICLE XI**

### **CONTRACT DEFINITIONS**

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

## **CERTIFICATION**

The Academy Board certifies that these Bylaws were adopted as and for the Bylaws of a Michigan corporation in an open and public meeting, by unanimous consent of the Academy Board on the 19<sup>th</sup> day of February, 2020.

  
\_\_\_\_\_  
Secretary

**CONTRACT SCHEDULE 3**  
**FISCAL AGENT AGREEMENT**

### **SCHEDULE 3**

#### **FISCAL AGENT AGREEMENT**

This Agreement is part of the Contract issued by the Bay Mills Community College Board of Regents ("College Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to the Triumph Academy (the "Academy"), a public school academy.

#### **Preliminary Recitals**

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

WHEREAS, the College 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 College Board or an officer or employee of Bay Mills Community College as designated by the College Board.

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

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

"State" means the State of Michigan.

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

## ARTICLE II

### FISCAL AGENT DUTIES

Section 2.01. Receipt of State School Aid Payments and Other Funds. The College Board is the Fiscal Agent for the Academy for the limited purpose of receiving State School Aid Payments. By separate agreement, the College Board and the Academy may also agree that the College 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 3.03.

Section 2.02. Transfer to Academy. Except as provided in Article X of the Terms and Conditions and in the Oversight Agreement, the Fiscal Agent shall transfer all State School Aid Payments and all Other Funds received on behalf of the Academy to the Academy within ten (10) business days of receipt or as otherwise required by the provisions of the State School Aid Act of 1979 or applicable State Board rules. The State School Aid Payments and all Other Funds shall be transferred into the Account designated by a resolution of the Academy Board 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 School Aid 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 the Academy's State School Aid Payments be forwarded by the Fiscal Agent to a third party account for the payment of Academy debts and liabilities, the Academy shall submit to the Charter Schools Office: (i) a copy of the Academy Board's resolution authorizing the direct intercept of State School Aid Payments; and (ii) a copy of a State School Aid Payment Agreement and Direction document that is in a form and manner acceptable to the Fiscal Agent. The State School Aid Payment and Direction document shall include language that the third party lender or trustee acknowledges and consents to the transfer of State School Aid Payments into the Academy's dissolution account, as set forth in Article X of the Terms and Conditions. Any unspent funds remaining in the Academy's dissolution account after payment of all wind up and dissolution expenses shall be returned to the Academy.

## 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. State School Aid Payment Overpayments and Penalties. The State, through its Department of Education, has sole responsibility for determining State School Aid Payment overpayments to the Academy and the method and time period for repayment by the Academy. The State, through its Department of Education, has sole responsibility for assessing State School Aid penalties against the Academy for noncompliance with the Code and the State School Aid Act of 1979, as amended.

Section 3.03. 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 Board to be 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 and Penalties. The Academy shall be directly responsible for reimbursing the State for any overpayment of State School Aid Payments or any State School Aid penalties. At its option, the State may reduce subsequent State School Aid Payments by the amount of the overpayment or penalty or seek collection of the overpayment or penalty 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 accounts 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, 2020, and annually thereafter, a written report dated as of August 31<sup>st</sup> 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 College 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 Applicable Law or 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. The Fiscal Agent shall not be liable for any State School Aid penalties imposed by the State against the Academy.

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 Bay Mills Community College Board of Regents to the Triumph Academy.

BY: Deborah M. Roberts  
Deborah M. Roberts, Director  
Bureau of State and Authority Finance  
Michigan Department of Treasury

Date: March 24, 2020

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**CONTRACT SCHEDULE 4**  
**OVERSIGHT AGREEMENT**

## **SCHEDULE 4**

### **OVERSIGHT AGREEMENT**

This Agreement is part of the Contract issued by the Bay Mills Community College Board of Regents ("College Board"), an authorizing body as defined by the Revised School Code, as amended (the "Code"), to the Triumph Academy (the "Academy"), a public school academy.

#### **Preliminary Recitals**

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

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

### **ARTICLE I**

#### **DEFINITIONS AND INTERPRETATIONS**

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

"Agreement" means this Oversight Agreement.

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

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

"Oversight Responsibilities" means the College Board's oversight responsibilities set forth in Section 2.01 of this Agreement.

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

## ARTICLE II

### OVERSIGHT AND COMPLIANCE CERTIFICATION RESPONSIBILITIES

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

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

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

- a. Submit information to the Charter Schools Office in accordance with the Master Calendar of Reporting Requirements adopted by the Charter Schools Office. The Master Calendar may be amended from time to time as deemed necessary by the Charter Schools Office Director.
- b. Submit quarterly financial reports to the Charter Schools Office in a form and manner determined by the Charter Schools Office. Submit other financial reports as established by the Charter Schools Office.
- c. Permit inspection of the Academy's records and/or premises at any reasonable time by the Charter Schools Office.
- d. Report any litigation or formal proceedings alleging violation of any Applicable Law by the Academy to counsel for the College Board as designated in Article XII of the Terms and Conditions.
- e. Upon request, provide copies of information submitted to the Michigan Department of Education, the Superintendent of Public Instruction, or State Board of Education to the Charter Schools Office.
- f. Provide proposed minutes of all Academy Board of Directors' meetings to the Charter Schools Office no later than ten (10) business days after such meeting, and provide approved final minutes to the Charter Schools Office within five (5) business days after the minutes are approved.
- g. Submit to the Charter Schools Office prior to the issuance of the Contract, copies of insurance policies evidencing all insurance as required by the Contract.
- h. Submit to the Charter Schools Office a copy of the Academy's lease, deed or other purchase arrangement for its physical facilities as required by the Contract.
- i. Submit to the Charter Schools Office, copies of all fire, health and safety approvals required by Applicable Law for the operation of a school.
- j. Submit annually to the Charter Schools Office, the dates, times and a description of how the Academy will provide notice of the Academy's pupil application and enrollment process. The Academy's pupil application and enrollment admission process must be conducted in a fair and open manner in compliance with the Contract and the Code. At a minimum, the Academy shall make a reasonable effort to advertise its enrollment openings by newspaper, mail, media, internet or other acceptable communication process. All Academy notices of the open enrollment period must include language that the open enrollment period includes evening and weekend times for enrolling students in the Academy. In addition, the Academy

must set forth in all public notices the date for the holding of a random selection drawing if such a drawing becomes necessary.

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

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

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

n. Prior to December 31 of each year and whenever necessary thereafter, the Academy Board shall approve and submit a revised operating school budget that includes, without limitation, the following: (i) the total projected amount of state school aid revenues based on the Academy's October pupil membership count; (ii) revised personnel costs; (iii) any start-up expenses incurred by the Academy; and (iv) the total amount of short-term cash flow loans obtained by the Academy. The Academy will make budget revisions in a manner prescribed by law. Within thirty (30) days of the Academy Board approving the budget (original and amended, if applicable), the Academy shall place a copy of that budget on the Academy's website within a section of the website that is accessible to the public.

o. Within 5 days of its submission to the Center for Educational Performance and Information (CEPI) of the budgetary assumptions that are required by Section 1219 of the Code, the Academy shall provide a copy of those budgetary assumptions to the Charter Schools Office, and confirm that the submitted budgetary assumptions were used in the adoption of the Academy's annual budget.

p. Submit copies to the Charter Schools Office of any periodic financial status reports required of the Academy by the Department of Treasury.

q. Provide copies of notices, reports and plans, including deficit elimination or enhanced deficit elimination plans, to the Charter Schools Office under Section 1220 of the Code.

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

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

### **ARTICLE III**

#### **RECORDS AND REPORTS**

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

### **ARTICLE IV**

#### **MISCELLANEOUS**

Section 4.01. Administrative Fee. The Academy agrees to pay to the College Board an administrative fee of 3% of the State School Aid Payments received by the Academy. This fee shall be retained by the College Board from each State School Aid Payment received by the College Board for forwarding to the Academy. This fee shall compensate the College Board for overseeing the Academy's compliance with the Contract and all Applicable Law and other related activities for which compensation is permissible. If the Academy elects to enter into a contract for an administrative review with the Charter Schools Office, the costs of performing an administrative review shall not be part of the administrative fee under this section but shall be an added service provided by the Charter Schools Office to the Academy on a fee for service basis, as authorized under the Code.

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

Section 4.03. Audit and Evaluation. The Academy:

- a. hereby authorizes the Charter Schools Office to perform audit and evaluation studies using Academy data including, but not limited to, personally identifiable information about the Academy's students and staff submitted by the Academy to agencies including, but not limited to, Center for Educational Performance and Information ("CEPI"), Office of Educational Assessment and Accountability ("OEAA") and the Michigan Department of Education ("MDE"). Pursuant to this authorization, the Charter Schools Office shall abide by the regulations that govern the use of student data within the Family Educational Rights and Privacy Act (FERPA - 34 CFR Part 99), the Michigan Identity Theft Protection Act of 2004, and the Privacy Act of 1974.

b. shall upon request, provide the Charter Schools Office with copies or access to data, documents or information submitted to the Michigan Department of Education, the Superintendent of Public Instruction, the State Board of Education, the Center for Educational Performance and Information, the Michigan DataHub or any other state or federal agency.

Section 4.04. Fiscal Stress Notification from State Treasurer. If the State Treasurer notifies the Academy that the State Treasurer has declared the potential for Academy financial stress exists, the Academy shall provide a copy of the notice to the Charter Schools Office. Within fifteen (15) days of receipt of the notification from the Academy, the Charter Schools Office Director shall notify the Academy whether the Charter Schools Office is interested in entering into a contract to perform an administrative review for the Academy. The parties shall consult with the Department of Treasury on the development of the contract and the contract for administrative review shall comply with the Code. If the College is not interested in performing an administrative review or the parties are unable to reach agreement on an administrative review, the Academy shall consider entering into a contract for an administrative review with an intermediate school district. Nothing in this Section 4.04 shall prohibit the Academy from electing to enter into a contract for an administrative review with the College or an intermediate school district.

## **ARTICLE V**

### **TRANSPARENCY PROVISION**

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

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

1. Copy of the Contract
2. Copies of the executed Constitutional Oath of public office form for each serving Director
3. List of currently serving Directors with name, address, and term of office
4. Copy of the Academy Board's meeting calendar
5. Copy of public notice for all Academy Board meetings
6. Copy of Academy Board meeting agendas
7. Copy of Academy Board meeting minutes
8. Copy of Academy Board approved budget and amendments to the budget
9. Copies of bills paid for amounts of \$10,000.00 or more as submitted to the Academy Board



10. Copy of the quarterly financial reports submitted to the Charter Schools Office
11. Copy of curriculum and other educational materials given to the Charter Schools Office
12. Copy of school improvement plan (if required)
13. Copies of facility leases, mortgages, modular leases and/or deeds
14. Copies of equipment leases
15. Proof of ownership for Academy owned vehicles and portable buildings
16. Copy of Academy Board approved ESP Agreement(s)
17. Copy of Academy Board approved services contract(s)
18. Office of Fire Safety certificate of occupancy for all Academy facilities
19. MDE letter of continuous use (if required)
20. Local County Health Department food service permit (if required)
21. Asbestos inspection report and Asbestos management plan (if required)
22. Boiler inspection certificate and lead based paint survey (if required)
23. Phase 1 environmental report (if required)
24. List of current Academy teachers and school administrators with names and addresses and their individual salaries as submitted to the Registry of Educational Personnel
25. Copies of administrator and teacher certificates or permits for all current administrative and teaching staff
26. Evidence of fingerprinting, criminal background and record checks and unprofessional conduct check required by the Code for all Academy teachers and administrators
27. Academy Board approved policies
28. Copy of the annual financial audit and any management letters issued to the Academy Board
29. Proof of insurance as required by the Contract
30. Any other information specifically required under the Code

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

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

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**CONTRACT SCHEDULE 5**

**DESCRIPTION OF STAFF RESPONSIBILITIES**

**SCHEDULE 5**  
**Description of Staff Responsibilities**

Principal.....	5-1
Dean.....	5-3
Teacher .....	5-5
Library Technology Specialist.....	5-8
Special Education Teacher .....	5-11
Registrar .....	5-14
Academic Specialist .....	5-17
Achievement and Behavior Support Specialist .....	5-20
Office Administrator .....	5-22
Paraprofessional .....	5-25
Recess Aide .....	5-27
Substitute Teacher .....	5-29
School Social Worker.....	5-31
Speech and Language Pathologist.....	5-33
Education Tutor.....	5-35
Teacher-in-Residence .....	5-37
ESP / Service Agreement .....	5-40

## Job Descriptions

**Job Title:** Principal

**Department:** School Administration

**Reports To:** Director of School Quality

**Employed By:** National Heritage Academies

### Summary:

At NHA, *the Principal* is dedicated to achieving the purpose of “transforming the lives of students and enriching communities by delivering high-quality educational choice to families”. Properly executed, the leadership of the Principal improves student learning growth, increases college readiness, and enhances school health as measured by academic, financial, and cultural metrics. The Principal role is pivotal in realizing these school and organizational goals.

### Essential Duties and Responsibilities:

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily:

- Establish a foundation of an authentic relational community of staff, students and parents, collaboratively adopting a cultural identity based on a clear mission and vision of high achievement and college readiness for students
- Ensure implementation of rigorous curricula and assessments tied to both state and college readiness standards
- Ensure implementation of high-quality, effective instructional planning, classroom instructional strategies and administration of assessments of student learning to drive increases in student achievement
- Monitor multiple forms of student level data to assess and improve the quality and impact of school-wide intervention program
- Recruit, hire, assign and retain effective staff
- Increase teacher effectiveness through professional learning structures
- Oversee completion of rigorous evaluations of instructional staff for continuous improvement and accountability to results
- Train, develop and support a high-performing leadership team
- Identify school-wide priorities, set ambitious student learning goals and implement an aligned school improvement plan
- Organize school time to support all student learning and staff development priorities
- Allocate resources to align with the strategic plan
- Demonstrate self-awareness, reflection, ongoing learning and resiliency in the service of school-wide continuous improvement
- Constructively manage change with the ultimate goal of improving student achievement
- Additional duties as assigned

### Qualifications:

- Four-ten years of school leadership experience in working with diverse populations
- Demonstrate achievements in student proficiency and growth that can be linked to his/her leadership and intervention
- Strong written and verbal skills
- Self-motivated, with the ability to see complex projects through from start to finish
- Highly developed interpersonal skills

## **Job Descriptions**

### **Education/License/Experience Requirements:**

- School Administrator Licensure in states where this is required
- College diploma (BA or equivalent) or higher in Education or related field

The individual must have a criminal background check acceptable for school employment and in accordance with law.

### **Supervisory Responsibilities:**

- Directly supervise a group of employees, not to exceed 15 employees. This group includes Deans, Front Office Staff and may in some circumstances include support staff.
- Carry out supervisory responsibilities in accordance with the organization's policies and applicable laws
- Interviewing, hiring and training employees
- Planning, assigning and directing work
- Appraising performance, rewarding and disciplining employees
- Addressing complaints and resolving problems

### **Physical Demands:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee occasionally is required to sit; use hands to handle; and reach with hands and arms. The employee is frequently required to stand and walk. The employee must occasionally lift and/or move up to 25 pounds (i.e. boxes of supplies). Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus. The employee is required to hear from a distance and to identify voices and understand communication with background noise. This position requires the individual to meet multiple demands from several people and interact with the public and other staff. Occasional travel required.

### **Work Environment:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally exposed to wet, cold and/or humid conditions and outside weather conditions. The noise level in the work environment is usually moderate. The hours of work vary due to simultaneous demands, customer expectations and changing priorities.

## **Job Descriptions**

**Job Title:** Dean

**Department:** School Administration

**Reports To:** Principal

**Employed By:** National Heritage Academies

### **Summary:**

At NHA, the Dean is dedicated to achieving the purpose of “transforming the lives of students and enriching communities by delivering high-quality educational choice to families”. The Dean’s goal is to ensure high quality learning for every student in every classroom every day by growing teacher skill, capacity, and effectiveness and creating effective collaboration between teachers. Properly executed, the leadership of the Dean improves student learning growth, increases college readiness, and enhances school health as measured by academic, financial, and cultural metrics. The Dean role is pivotal in realizing these school and organizational goals.

### **Essential Duties and Responsibilities:**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily:

- Develop, support, and maintain a safe, engaging culture focused on student learning
- Master and model all aspects of the Classroom Framework of Instructional Practice
- Build relationships with and among teachers and invest in the professional success of all staff members
- Coach teachers towards instructional mastery and provide ongoing, differentiated support based on teacher skill, experience, and needs, using the Classroom Framework as the blueprint
- Manage and hold teachers accountable to college readiness through teacher development (e.g., observations, full lesson observations, goal setting, O3s, coaching)
- Routinely analyze student, class, and wing data to drive instruction, student growth, and professional development to ensure that all student needs are met
- Promote, model, and reinforce all NHA and school procedures (e.g., School-wide Behavioral System, Behave with Care, Moral Focus)
- Manage parent relationships
- Participate in recruitment and on-boarding efforts for direct reports
- Administer annual evaluations
- Lead wing PLC meetings using data and state standards
- Additional duties as assigned

### **Qualifications:**

- FOR EXTERNAL POSTINGS: Bachelor’s degree and a minimum of 3-5 years’ experience in teaching as well as 1-year previous leadership experience as an Instructional Coach, Assistant Principal, etc.
- FOR INTERNAL POSTINGS: Bachelor’s degree and a minimum of 3-5 years’ experience in teaching as well as previous school leadership experience as an interim dean, content leaders, new teacher mentor, grade level lead, etc.)
- A valid administrator license (if required for the state in which you are applying)
- Experience working with at-risk students – strongly preferred
- Strong written and verbal skills
- Self-motivated, with the ability to see complex projects through from start to finish
- Highly developed interpersonal skills

## **Job Descriptions**

The individual must have a criminal background check acceptable for school employment and in accordance with law.

### **Education/License/Experience Requirements:**

- School Administrator Licensure in states where this is required
- College diploma (BA or equivalent) or higher in Education or related field

### **Supervisory Responsibilities:**

- Directly supervise a group of teachers and support staff
- Carry out supervisory responsibilities in accordance with the organization's policies and applicable laws
- Interviewing, hiring and training employees
- Planning, assigning and directing work
- Appraising performance, rewarding and disciplining employees
- Addressing complaints and resolving problems

### **Physical Demands:**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee occasionally is required to sit; use hands to handle; and reach with hands and arms. The employee is frequently required to stand and walk. The employee must occasionally lift and/or move up to 25 pounds (i.e. boxes of supplies). Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus. The employee is required to hear from a distance and to identify voices and understand communication with background noise. This position requires the individual to meet multiple demands from several people and interact with the public and other staff. Occasional travel required.

### **Work Environment:**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally exposed to wet, cold and/or humid conditions and outside weather conditions. The noise level in the work environment is usually moderate. The hours of work vary due to simultaneous demands, customer expectations and changing priorities.



## **Job Descriptions**

**Job Title:** Teacher

**Department:** Teaching Staff

**Reports To:** Dean

**Employed By:** National Heritage Academies

### **SUMMARY**

The Teacher at the Academy creates, manages and participates in a variety of learning environments and activities that provide opportunities for students to develop to their fullest potential and achieve their learning objectives. The Teacher participates collaboratively and professionally with parents and other staff to promote the general well-being of the company and the school. He/she supports and seeks always to fulfill the guiding concepts for the school embodied in the Mission, Moral Focus and Vision adopted by NHA.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned. To perform this job successfully an individual must be able to perform each essential duty satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

1. Plans, develops and presents organized learning opportunities for students in accordance with approved curriculum and State standards at the assigned grade level.
2. Contributes, as appropriate, to program improvement and development.
3. Performs ongoing, frequent and specific assessments to gauge student learning.
4. Models the characteristics of behavior as outlined in NHA's Moral Focus Curriculum.
5. Instructs effectively with technology and teaches tools of technology within coursework.
6. Modifies instruction to accommodate the unique learning styles of students.
7. Ensures effective two-way communication at all levels of responsibility; provides out-of-class communication opportunities with parents and students.
8. Participates in grade level, school and company meetings as appropriate.
9. Represents the school to external constituencies as appropriate.
10. Seeks always to promote a spirit of collegiality in dealings with staff.
11. Actively involves parents in their child's education, including the provision of frequent indicators of progress and upcoming lesson objectives and standards.
12. Confers with students, parents and school staff/administrator to resolve student concerns.
13. Selects, stores, issues, cares for and inventories equipment, materials and supplies used in the classroom.
14. Fosters cooperative social behavior to assist children in forming satisfying relationships with other children and adults.
15. Maintains a welcoming, orderly, safe and attractive physical environment in the classroom.
16. Establishes and maintains high standards of student behavior.
17. Prepares lesson plans for substitutes.
18. Participates in on-going professional development.
19. Is familiar with assessment and placement procedures and aware of available resources.
20. Participates in school processes designed to recruit and retain students.
21. Participates in all aspects of class and school planning and in the establishment of goals and objectives.
22. Is reliable and punctual in reporting for scheduled work in order to provide continuity and stability in the classroom.

### **SUPERVISORY RESPONSIBILITIES**

Supervises students, volunteers, student teachers and Paraprofessionals.

## **Job Descriptions**

### **QUALIFICATIONS**

The requirements listed below are the education, licensing, knowledge, skill and/or ability required to be qualified for this position. Criminal background check required.

Other skills and abilities include the ability to apply knowledge of current research and theory to instructional program. Ability to plan and implement lessons based on school objectives and the needs and abilities of students. Ability to establish and maintain effective relationships with students, peers and parents; skilled in oral and written communication. Ability to perform duties with awareness of all NHA requirements and Academy Board policies. Ability to use technology for instructional purposes and to teach current technology skills and the use of technology tools for grade level. Ability to apply knowledge about legal issues to the work setting.

### **EDUCATION and/or EXPERIENCE**

Bachelor's degree is required, along with appropriate licensure/certification listed below. Teaching experience, preferably at the elementary school level, is desired.

### **LANGUAGE SKILLS**

Ability to read, analyze and interpret general business periodicals, professional journals, technical procedures and governmental regulations. Ability to write reports, business correspondence and procedure manuals. Ability to establish and maintain effective working relationships with students, peers, parents and community; ability to speak clearly and concisely in written and oral communication.

### **MATHEMATICAL SKILLS**

Ability to add, subtract, multiply and divide all units of measure, using whole numbers, common fractions and decimals. Ability to compute rate, ratio and percent and to draw and interpret graphs. Ability to work with mathematical concepts such as probability and statistical inference and fundamentals of plane and solid geometry and trigonometry. Ability to apply mathematical concepts to practical situations.

### **REASONING ABILITY**

Ability to define problems, collect data, establish facts and draw valid conclusions. Ability to deal with a variety of abstract and concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form.

### **CERTIFICATES, LICENSES, REGISTRATIONS**

Shall possess a valid State of Michigan Teaching Certificate with the appropriate endorsement(s) for all subject area(s) being taught. Except as otherwise provided by law, the Academy shall use certificates teachers according to state board rule. Must have evidence of meeting highly qualified requirements, as defined by the Every Student Succeeds Act.

The individual must have a criminal background check acceptable for school employment and in accordance with law.

### **PHYSICAL DEMANDS**

The physical demands described here are those that must be met by an employee to successfully perform this job. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential physical functions.

## **Job Descriptions**

While performing the duties of this job the employee is regularly required to talk and hear. The employee frequently is required to sit; use hands to handle; and reach with hands and arms. The employee is occasionally required to stand and walk. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

### **WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually moderate.

## **Job Descriptions**

**Job Title:** Library Technology Specialist  
**Department:** School Staff  
**Reports To:** Principal  
**Employed By:** National Heritage Academies

### **SUMMARY**

The Library Technology Specialist's role is to provide the leadership and expertise necessary to ensure that the library and educational technology programs are an integral part of the instructional program of the school. The Library Technology Specialist will assume the responsibility of leader, trainer, manager, teacher, and information specialist. This role is supported by the Library and Educational Technology Department within the Instructional Support Services Department at National Heritage Academies.

### **QUALIFICATIONS**

The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

#### **EDUCATION and/or EXPERIENCE**

##### **Preferred Qualifications**

Bachelor's Degree along with appropriate certification/licensure for teaching in a library/media center setting. Master's level certificate or endorsement in educational technology or library science.

##### **Minimum Qualifications**

Bachelor's Degree. Valid state teaching certificate required. Knowledge and experience in education technologies and training. Desire to further studies in education technology (library science) program.

**LANGUAGE SKILLS** - Ability to read, analyze and interpret general business periodicals, professional journals, technical procedures, and governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to establish and maintain effective working relationships with students, peers, parents and community; ability to speak clearly and concisely in written and oral communication.

**MATHEMATICAL SKILLS** - Ability to add, subtract, multiply and divide all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret graphs. Ability to work with mathematical concepts such as probability and statistical inference, and fundamentals of plane and solid geometry and trigonometry. Ability to apply mathematical concepts to practical situations.

#### **REASONING ABILITY**

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to deal with a variety of abstract and concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

#### **CERTIFICATES, LICENSES, REGISTRATIONS**

Teaching Certificate/License/Permit with appropriate endorsements valid in the state the specialist will be teaching.

Valid state teaching certificate required.

## **Job Descriptions**

The individual must have a criminal background check acceptable for school employment and in accordance with law.

### **ESSENTIAL JOB FUNCTIONS**

- Works with administrators and school personnel to develop long range goals and objectives for the school library and technology programs by participating in school leadership and strategic planning at the building level.
- Works with administration and school personnel to develop individualized professional development paths to accomplish school goals and objectives.
- Works with administration as well as Library and Ed Tech Services department at corporate level to write and update state technology plans.
- Maintains communication with administration, teachers, and students to evaluate library and technology programs, facilities, materials, equipment and personnel.
- Communicates the philosophy and goals of the school library and technology programs to the students, teachers, administration and community.
- Trains and supervises the personnel and services essential to a library technology program centered on student and staff needs and the instructional goals of the school.
- Ensures that all staff will be proficient in the use of *Atschool*, educational software applications and the technology curriculum by providing staff development opportunities for school personnel.
- Serves as the primary contact for the IT Department in the school.
- Follows the NHA Library Curriculum by planning, teaching, evaluating and reinforcing instruction designed to make students and staff effective users of information while ensuring the integration of information skills throughout the school's instructional program.
- Makes resources available to students and teachers through a systematically developed and organized collection of library media materials and technology.
- Arranges for flexible scheduling of library and technology facilities to meet the needs of the school.
- Assists teachers in promoting reading and guides students in the individual choice of books for recreational and research reading to promote life-long learning by fostering positive attitudes.
- Develops and continually updates the professional expertise necessary to function effectively in the Library Technology Specialist role.
- Networks with other professionals within National Heritage Academies as well as other members of the profession outside of National Heritage Academies.

Other duties may be assigned from time to time.

### **ESSENTIAL PHYSICAL FUNCTIONS**

The physical demands described here are those that must be met by an employee to successfully perform this job. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential physical functions.

While performing the duties of this job, the employee is regularly required to talk and hear. The employee frequently is required to sit; use hands to handle; and reach with hands and arms. The employee is occasionally required to stand and walk. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

## **Job Descriptions**

### **SUPERVISORY RESPONSIBILITIES**

The Library Technology Specialist is responsible for the indirect supervision of the library technology aide and volunteer staff in the library and technology center(s).

### **WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually moderate.

## **Job Descriptions**

**Job Title:** Special Education Teacher

**Department:** Special Education

**Reports To:** Principal

**Employed By:** National Heritage Academies

### **SUMMARY**

The Special Education Teacher is responsible to work with students in the K – 8 program that experience emotional, learning, and physical disabilities and are eligible for special education programs and services as determined by an IEP committee. These students should hold a current IEP and require support from the Special Education classroom due to the significant impact that their disability has on their educational progress. While working with these special education students, the Special Education Teacher may also work with At-Risk students within the general education population and in the general education classroom in conjunction with the support they are providing to students with special needs.

### **QUALIFICATIONS**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

#### **EDUCATION and/or EXPERIENCE**

BA with certification in at least one disability area.

#### **LANGUAGE SKILLS**

High level of verbal communication and interpersonal skills such as discretion, integrity, and flexibility to interact effectively with students, administrators, peers, constituent districts, parents, and the general public.

#### **MATHEMETICAL SKILLS**

Ability to interpret test scores as they relate to your area of expertise

#### **REASONING ABILITY**

A clear understanding of confidentiality issues related to the Special Education program and the ability to prioritize tasks appropriately and interpret a variety of instructions furnished in written, oral, diagram, and schedule form.

#### **CERTIFICATES, LICENSES, REGISTRATIONS**

The teacher must have a current teaching certificate from the state in which you teach with certification in at least one disability area.

The individual must have a criminal background check acceptable for school employment and in accordance with law.

**ESSENTIAL JOB FUNCTIONS** include the following. To perform this job successfully, an individual must be able to perform each essential job function satisfactorily. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential job functions.

1. Implement the program outlined in the student's IEP in the least restrictive environment.

## **Job Descriptions**

2. Implement professionally accepted curriculum, instructional methods, and standardized evaluations.
3. Prepare for student's annual IEP in a timely manner (completing of forms, invitations to attendees, scheduling meetings).
4. Prepare for three-year re-evaluations in a timely manner (testing, completing of forms, invitations to attendees, scheduling of meeting times).
5. Maintain complete and ongoing records for all students.
6. Maintain log of parent and community contacts.
7. Maintain a comfortable learning environment for students whether in a pullout situation or mainstream setting.
8. Adapt materials from the K – 8 curriculum to meet needs of students served.
9. Utilize instructional materials that meet special learning needs of students.
10. Demonstrate creativity in reaching, challenging, and engaging student's in learning.
11. Utilize technology to promote learning.
12. Demonstrate professionalism in dealing with confidential issues.
13. Promote school Purpose and Vision to the school community.
14. Utilize strategies and techniques to modify unacceptable behavior.
15. Demonstrate ability to write, in conjunction with School Social Worker as appropriate, Behavior Plans.
16. Evaluate all student records for current IEP needs as those records arrive in your building.
17. Be a cooperative and contributing member of National Heritage Academies Special Education team.
18. Demonstrate knowledge of school policies and procedures.
19. Demonstrate a willingness to keep updated on issues and research by pursuing professional development.
20. Demonstrate knowledge of disability areas experienced by students with special needs that are attending your building
21. Hold parent/teacher meetings or attend scheduled meeting with general educators.
22. Perform other job-related duties as assigned by your building Principal.

Other duties may be assigned from time to time.

### **ESSENTIAL PHYSICAL FUNCTIONS.**

The physical demands described here are those that must be met by an employee to successfully perform this job. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential physical functions.

While performing the duties of this job, the employee is regularly required to talk and hear. The employee frequently is required to sit; use hands to handle; and reach with hands and arms. The employee is occasionally required to stand and walk. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

### **SUPERVISORY RESPONSIBILITIES**

Special Education teacher will supervise paraprofessionals and special education assistants if employed within the building.



## **Job Descriptions**

### **WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually moderate.

## **Job Descriptions**

**Job Title:** Registrar

**Department:** Administrative Support Staff

**Reports To:** Principal

**Employed By:** National Heritage Academies

### **SUMMARY**

The Registrar is accountable for the organization and daily functioning of student enrollment management, student data information system, and compliance with People Services requirements. Because of the ongoing duties associated with the Enrollment process and the web-based Student Information System, full-time work hours must be carried throughout the entire year.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** of the Registrar are divided into four Areas of Responsibility (AOR). These four AOR's are Enrollment Management, Maintenance of Class Schedules, People Services Compliance and General Compliance. Other responsibilities may be assigned. These duties are not inclusive, but represent the AORs that the Registrar is accountable for.

As the position of Registrar is critical for the efficient and effective operation of these administrative duties, it is essential that this individual participate in and drive continuous improvement in both personal development and processes, including attendance at training provided at the Service Center, regionally and online.

The Registrar will support an office environment that is professional, customer service oriented and supportive to visitors, parents, and students. Answer phones, direct questions and inquiries and provide any and all enrollment information to parents interested in the school.

#### **A. Enrollment Management:**

- a. Maintain, in accordance with state law, student permanent record files, withdrawals, student records requests and re-enrollment information.
- b. Ensure that the New Student Enrollment process is run in a timely, complete, and accurate manner including:
  - i. Application entry
  - ii. Follow-up/correspondence/communication
  - iii. Lottery preparation and execution
  - iv. Documentation
  - v. Cumulative file updates/maintenance/security
- Maintain required records in Student Information System to ensure compliance with state, federal, authorizer, and National Heritage Academies' standards including:
  - i. Attendance records for all students
  - ii. Current Parent/Household information
  - iii. Current Emergency Contact information
- c. Collection and management of required forms.
- d. Management of all First Day / Count Day processes and requirements.

#### **B. Maintenance of Class Schedules in the Student Information System:**

- a. Enter and update master schedule
- b. Set up classes
- c. Process student class changes in a timely manner

## **Job Descriptions**

### **C. People Services Compliance:**

- Forward pertinent personnel documents to People Services at National Heritage Academies Service Center, and maintain free-flowing communication with People Services
- Maintain a current and active list of substitute teachers, manage scheduling and the substitute management system, and reconcile the substitute hours.
- Collect volunteer forms for all volunteers and maintain an accurate list for field trips, classroom volunteers and overnight events.

### **D. General**

- Collect HLQ and SRQ forms, alerting school liaisons of any qualifying students.
- Ensure all parents fill out a Free & Reduced lunch form each year.
- MCIR and other state immunization reporting.
- Verbal and written communication skills are critical for this role. Manage the proof reading of communication that goes out from the school, create memos, email blasts and newsletters as part of the main office communication. Front line when families come in for tours or information and must be articulate in verbal skills both in person and on the phone.
- Occasional travel required.

## **SUPERVISORY RESPONSIBILITIES**

Occasionally, the Registrar may supervise parent volunteers who are working in the school office under the direction of the Principal.

## **QUALIFICATIONS**

To perform this job successfully, an individual must have a working knowledge of how to perform each essential duty satisfactorily. Additionally, the individual must be proficient on PC and basic MS Office programs. This individual must be able to multi-task, have the ability to organize, be detailed-oriented. This individual must also create and maintain a customer-focused atmosphere within the administrative functions. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The individual must have a criminal background check acceptable for school employment and in accordance with law.

## **EDUCATION and/or EXPERIENCE**

Possess an Associate's degree and/or 2-4 years' experience in Office Lead or School Administrative position. Proficient with Microsoft Office products.

## **LANGUAGE SKILLS**

Ability to respond to common inquiries or complaints from parents. Ability to communicate and work effectively with Students, Parents, Principal and Teachers.

## **MATHEMATICAL SKILLS**

Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

## **Job Descriptions**

### **REASONING ABILITY**

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

### **CERTIFICATES, LICENSES, REGISTRATIONS**

None.

### **PHYSICAL DEMANDS**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to sit; use hands to handle; and reach with hands and arms. The employee is occasionally required to stand and walk. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

### **WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally exposed to wet and/or humid conditions and outside weather conditions. The noise level in the work environment is usually moderate.

## Job Descriptions

**Job Title:** Academic Specialist  
**Department:** Instructional Support  
**Reports To:** Principal  
**Employed By:** National Heritage Academies

### SUMMARY

Create, manage and participate in a variety of learning environments and activities in the 4 core content areas that provide opportunities for students to achieve learning objectives as stated in student educational plans. Participate collaboratively and professionally with parents and other faculty to promote the general well-being of the company and the school. Support and seek always to fulfill the guiding concepts for the school embodied in the Mission, Moral Focus and Vision adopted by NHA.

*Note: Positions funded by entitlement grants must work within published federal and state guidelines to ensure compliance. Contact your school's Grants Administrator to determine entitlement grant status and acceptable job duties and responsibilities.*

### QUALIFICATIONS

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

**Education and/or Experience:** Masters Degree preferred along with appropriate licensure/certification. Considerable teaching experience, preferably at the elementary school level, is desired.

**Certificates/Licenses:** Valid Teaching license/certificate with appropriate endorsements. Must meet federal No Child Left Behind requirements as defined by the state.

**Language Skills:** Ability to read, analyze and interpret general business periodicals, professional journals, technical procedures, and governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to establish and maintain effective working relationships with students, peers, parents and community. Ability to speak clearly and concisely in written and oral communication.

**Mathematical Skills:** Ability to add, subtract, multiply and divide all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret graphs. Ability to apply mathematical concepts to practical situations.

**Reasoning Ability:** Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

**Other Skills and Abilities:** Ability to apply knowledge of current research and theory to instructional program; ability to plan and implement lessons based on school objectives and the needs and abilities of students. Ability to establish and maintain effective relationships with students, peers and parents; skill in oral and written communication. Ability to perform duties with awareness of all NHA requirements and School Board

## Job Descriptions

policies. Ability to use technology for instructional purposes and to teach current technology skills and the use of technology tools for grade level. Ability to apply knowledge about legal issues to the work setting.

The individual must have a criminal background check acceptable for school employment and in accordance with law.

**ESSENTIAL JOB FUNCTIONS** include the following. To perform this job successfully, an individual must be able to perform each essential job function satisfactorily. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential job functions. Other duties may be assigned from time to time.

- Plans, develops and presents organized supplemental learning opportunities for students in accordance with approved curriculum and State standards in the 4 core content areas. Leads in the development of appropriate supplemental programs at the academy and related learning strategies for at risk students.
- Assures effective two-way communication at all levels of responsibility. Provides out-of-class communication opportunities with parents and students. Participates in grade level, school and company meetings as appropriate. Represents the school to external constituencies as appropriate. Seeks always to promote a spirit of collegiality in dealings with staff.
- Participates in on-going professional development.
- Participates in all other aspects of class and school planning, and in the establishment of goals and objectives.
- Establishes and maintains high standards of student behavior.
- Participates in school processes designed to recruit and retain students.
- Models the characteristics of behavior as outlined in NHA's Moral Focus Curriculum.
- Instructs effectively with technology and teaches tools of technology within coursework.
- Modifies instruction to accommodate students' unique learning styles.
- Confers with students, parents and school staff/administrator to resolve student concerns.

If government funding allows, the following duties may be performed:

- Leads professional development activities in the 4 core content areas as requested by the principal.
- Serves as a resource in the 4 core content areas for paraprofessionals, teachers, and administrators.
- Provides direction and demonstration lessons as needed.
- Assists teachers, paraprofessionals, and administrators in using assessment to plan instruction for all students.
- Communicates assessment information to a variety of audiences, including but not limited to school board members, social workers, clinical specialists, teachers, administrators, and parents, for accountability and instructional purposes.

### **ESSENTIAL PHYSICAL FUNCTIONS.**

The physical demands described here are those that must be met by an employee to successfully perform this job. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential physical functions.

## **Job Descriptions**

While performing the duties of this job, the employee is regularly required to talk and hear. The employee frequently is required to sit; use hands to handle; and reach with hands and arms. The employee is occasionally required to stand and walk. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

### **SUPERVISORY RESPONSIBILITIES**

None.

### **WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually moderate.

## **Job Descriptions**

**Job Title:** Achievement and Behavior Support Specialist

**Department:** Intervention Services

**Reports To:** Principal

**Employed By:** National Heritage Academies

The Title I Achievement and Behavior Support Specialist (ABSS) provides direct services to identified and eligible Title I students in targeted and schoolwide settings. There are no educational requirements for this position and the employee should have experience in Behavioral Sciences and will be provided training as necessary. The position of Achievement Behavioral Support Specialist is not a paraprofessional position and therefore does not have the same job responsibilities as a paraprofessional. The Title I Achievement and Behavior Specialist facilitates the full participation of identified and eligible Title I students in the academic program through individualized behavioral planning for identified students. The Title I Achievement and Behavior Specialist assists students in the responsible thinking process, allowing students to be proactive in making choices that lead to academic success. This is not a counseling position and when appropriate the Achievement and Behavior Support Specialist will work collaboratively with a certified social worker and or counselor.

### **Performance Responsibilities**

1. Provide services for a caseload of eligible and identified Title I students whose behaviors significantly interfere with their academic growth in core content areas. In a schoolwide school setting all students are eligible for Title I services, although services are provide based on identified needs in which the most academically at-risk students are prioritized for services. In a targeted school setting, students are identified as being eligible for Title I services based on their risk of as failing or at risk of failing to meet the state standards.
2. Services will include the following responsibilities and other generally related items: (1) daily monitoring of student achievement and learner behaviors through check-in with certified staff such as a social worker and or counselor, on such matters as completion of classroom assignments and homework, specific academic struggles where extra support is needed, and behavior that is interfering with academic achievement which needs to be addressed; (2) daily contacts with student; (3) support through conferencing, in-class assistance, monitoring of data, alternative location for responsible thinking process, and provision of other strategies as specified by behavioral support plans with support from a certified staff such as a social worker and or counselor .
3. Design a variety of opportunities for parents to participate with certified staff in the planning, implementation, and evaluation of behavioral and academic interventions for their children.
4. Develop an on-going progress reporting system to inform parents/guardians of their children's behavioral and academic achievements.
5. Establish collaborative relationships with community organizations to prove a wide range of behavior and academic support services to facilitate student academic and behavioral success.
6. Participate in academic and behavioral professional development to ensure knowledge of research-based strategies.
7. Collect and report evaluation data concerning the impact of behavior interventions on the achievement of their identified caseload Title I students.
8. Complete and submit Time and Effort reports as required by any personnel fully or partially funded by federal funds.
9. Perform, as assigned, other Title I duties specific to job function.



## **Job Descriptions**

10. Assist in the implementation of the Functional Behavior Analysis Process, and the implementation of Behavior Plans (BCAPS).
11. Implement and maintain a Positive Behavior Support System that encourages and rewards positive choices that promote academic achievement.
12. Work collaboratively with teachers on the Responsible Thinking Process in an effort to create an opportunity for students to reflect on disruptive behavior and encourage future success in the classroom setting.
13. Create and maintain continued communication with parents/guardians and community partners to help minimize barriers to learning and continued academic success.
14. If employee also holds a teaching certification they will observe classroom interactions and provide actionable feedback to teachers that will support improved interaction between students and teachers.
15. If employee also holds a teaching certification they will model lessons and interactions for teachers to help staff identify best practices in behavior modification.
16. Lead professional development for staff related to applied behavioral analysis.

### **Qualifications**

If staff is not providing direct academic instruction to students, does not need to be HQ as a teacher. No educational requirements and the employee should have experience in Behavioral Sciences.

The individual must have a criminal background check acceptable for school employment and in accordance with law.

## **Job Descriptions**

**Job Title:** Office Administrator

**Department:** Office Staff

**Reports To:** Principal

**Employed By:** National Heritage Academies

### **SUMMARY**

The Office Administrator is accountable for customer service and efficient front office operation including management of attendance, health and safety compliance and support of the Executive Principal/Principal.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** of the Office Administrator are to act as the school receptionist, order supplies and accurately process facilities work orders. Other accountabilities include maintenance of required attendance records in *AtSchool*, supporting the Executive Principal/Principal as required and health and safety compliance. Other responsibilities may be assigned. These duties are not inclusive but represent the essential duties of the Office Administrator. To perform this job successfully, an individual must have a working knowledge of how to perform each essential duty satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Below are the areas of responsibility:

#### **1. Administration:**

- a. Maintains and updates bookkeeping at the school and is accountable for the accounting process including purchase orders, check requests, employee expense reports, tuition assistance, budget worksheets, and weekly bank deposits.
- b. Oversees the receptionist responsibilities of the school and supports an office environment that is professional and customer service oriented and supportive to visitors, parents and students. Answers phones, directs questions and inquiries, distributes mail, and provides any and all enrollment information necessary to parents interested in the school. Ensures that sign-in and security procedures are strictly followed by all visitors.
- c. Accurately uses facilities work order system.

#### **2. Reporting/Compliance:**

Maintains the following documents related to health and safety compliance:

- a. Pest Management Plan and Annual Notification Letters
- b. AHERA Plan and Annual notification/inspection documentations
- c. Health and Safety Manual and annual training sign-in sheet
- d. BowMac Crisis Management Plan with current information
- e. Material Safety Data Sheets in binder for all products in the school
- f. Monthly playground inspections

#### **3. Student Services:**

- a. Distributes medication/attends to incidental needs of students.

#### **4. Staff Support:**

- a. Orders and maintains supplies as needed for office and school staff. Completes purchase requisitions for supplies, books and materials.
- b. Completes correspondence, memoranda and reports for the school Executive Principal/Principal as well as maintain calendar and appointments for school leadership.

## **Job Descriptions**

### **SUPERVISORY RESPONSIBILITIES**

None

### **QUALIFICATIONS**

The individual must be proficient on PC and basic MS Office programs. This Team Member must be able to multi-task, have the ability to organize and be detailed-oriented. This Team Member must also create and maintain a customer-focused atmosphere within the administrative functions. The requirements listed below are representative of the knowledge, skill and/or ability required. Criminal background check required.

#### **EDUCATION and/or EXPERIENCE**

High school diploma and 2-4 years of experience in Office or School-related Administrative position required; associate's degree preferred. Experience with Microsoft Office products.

#### **LANGUAGE SKILLS**

Ability to respond to common inquiries or complaints from parents. Ability to communicate and work effectively with students, parents, Executive Principal/Principal and teachers. Ability to write using proper grammar, spelling and sentence structure.

#### **MATHEMATICAL SKILLS**

Ability to apply concepts such as fractions, percentages, ratios and proportions to practical situations.

#### **REASONING ABILITY**

Ability to define problems, collect data, establish facts and draw valid conclusions. Ability to interpret an extensive variety of technical instructions in mathematical or diagram form and deal with several abstract and concrete variables.

#### **CERTIFICATES, LICENSES, REGISTRATIONS**

None.

The individual must have a criminal background check acceptable for school employment and in accordance with law.

### **PHYSICAL DEMANDS**

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to sit; use hands to handle; and reach with hands and arms. The employee is occasionally required to stand and walk. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

## **Job Descriptions**

### **WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally exposed to wet and/or humid conditions and outside weather conditions. The noise level in the work environment is usually moderate.

## Job Descriptions

**Job Title:** Paraprofessional

**Department:** Instructional Support

**Reports To:** Classroom Teacher

**Employed By:** National Heritage Academies

### SUMMARY

Under the supervision of a classroom Teacher, Paraprofessionals provide instructional assistance to students in need of academic intervention services. The services provided should lead to a significant growth in the fall to spring STAR Literacy or NWEA tests.

*Note: Positions funded by entitlement grants must work within published federal and state guidelines to ensure compliance. Contact the school's Grants Administrator to determine entitlement grant status and acceptable job duties and responsibilities.*

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned. To perform this job successfully an individual must be able to perform each essential duty satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

1. Prepares daily lesson plans for students under the direction of immediate supervisor and/or classroom Teacher.
2. Provides individual and small group instruction.
3. Provides instructional assistance for students during workshop as directed by the classroom Teacher and designated instructional leader.
4. Participates in weekly planning sessions with classroom Teachers and immediate supervisor.
5. Completes daily logs.
6. Attends articulation meetings with classroom Teachers.
7. Attends professional development activities as required.
8. Is available for afternoon and evening parent-teacher conferences.
9. Exemplary attendance and tardiness record.
10. Other duties may be assigned from time to time.

### SUPERVISORY RESPONSIBILITIES

None.

### QUALIFICATIONS

The requirements listed below are the education, licensing, knowledge, skill and/or ability required to be qualified for this position. Criminal background check required.

#### EDUCATION and/or EXPERIENCE

Paraprofessionals will have knowledge of and the ability to assist in teaching reading, writing and mathematics; or reading, writing and mathematics readiness. A paraprofessional will have the ability to model the characteristics of behavior as outlined in NHA's Moral Focus Curriculum. In addition, the Paraprofessional should meet one or more of the following requirements:

1. Two years of college (60 semester credit hours); or
2. Associate's degree or higher; or
3. Successful completion of a state paraprofessional exam.

## **Job Descriptions**

### **LANGUAGE SKILLS**

Ability to read, analyze and interpret general business periodicals, professional journals, technical procedures and governmental regulations. Ability to write reports, business correspondence and procedure manuals. Ability to establish and maintain effective working relationships with students, peers, parents and community. Ability to speak clearly and concisely in written and oral communication.

### **MATHEMATICAL SKILLS**

Ability to add, subtract, multiply and divide all units of measure, using whole numbers, common fractions and decimals. Ability to compute rate, ratio and percent and to draw and interpret graphs. Ability to work with mathematical concepts such as probability and statistical inference and fundamentals of plane and solid geometry and trigonometry. Ability to apply mathematical concepts to practical situations.

### **REASONING ABILITY**

Ability to define problems, collect data, establish facts and draw valid conclusions. Ability to deal with a variety of abstract and concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram or schedule form.

### **CERTIFICATES, LICENSES, REGISTRATIONS**

None.

The individual must have a criminal background check acceptable for school employment and in accordance with law.

### **PHYSICAL DEMANDS**

The physical demands described here are those that must be met by an employee to successfully perform this job. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential physical functions.

While performing the duties of this job the employee is regularly required to talk and hear. The employee frequently is required to sit; use hands to handle; and reach with hands and arms. The employee is occasionally required to stand and walk. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

### **WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually moderate.

## **Job Descriptions**

**Job Title:** Recess Aide

**Department:** Administration

**Reports To:** Principal

**Employed By:** National Heritage Academies

### **SUMMARY**

The Recess Aide provides supervision to students, K through 8th grade, in the lunchroom and on the playground during the noon hour and appointed recess hours; monitors and advises students as to safe practices in both situations; assists children in organizing games and other activities; monitors student behavior; provides encouragement and discipline as appropriate; supports the conduct policies of the school; reports to the school principal or designate as assigned.

### **QUALIFICATIONS**

The requirements listed below are the education, licensing, knowledge, skill and/or ability required to be qualified for this position. Qualified applicants will have prior experience supervising children ages 5 to 14 and organizing recreation activities for children.

#### **LANGUAGE SKILLS**

Ability to communicate and work effectively with staff and students.

#### **MATHEMATICAL SKILLS**

Ability to apply concepts such as fractions, percentages, ratios, and proportions to practical situations.

#### **REASONING ABILITY**

Ability to define problems, collect data, establish facts, and draw valid conclusions.

#### **CERTIFICATES, LICENSES, REGISTRATIONS**

None.

The individual must have a criminal background check acceptable for school employment and in accordance with law.

**ESSENTIAL JOB FUNCTIONS** include the following:

To perform this job successfully, an individual must be able to perform each essential job function satisfactorily. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential job functions.

Will be able to demonstrate the following knowledge, skills and abilities:

- Understanding of child development, both socially and physically;
- Ability to work and communicate effectively and affectively with 5-14-year-old children;
- Willingness and ability to work outdoors during all seasons;
- Ability to maintain a respectful posture at all times;
- Willingness to work with administrators and staff to ensure a safe and positive recess period;
- Ability to maintain confidentiality of information as appropriate; ability to work as a team member, as well as function individually in making decisions about safety and discipline;

## **Job Descriptions**

willingness to receive appropriate training, including basic first aid, and a willingness to be supportive of the policies and goals of the school.

Other duties may be assigned from time to time.

### **ESSENTIAL PHYSICAL FUNCTIONS.**

The physical demands described here are those that must be met by an employee to successfully perform this job. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential physical functions.

While performing the duties of this job, the employee is regularly required to talk and hear. The employee frequently is required to sit; use hands to handle; and reach with hands and arms. The employee is often required to stand and walk. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

### **SUPERVISORY RESPONSIBILITIES**

None - does not supervise employees.

### **WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually moderate but can be loud at times.



## **Job Descriptions**

**Job Title:** Substitute Teacher

**Department:** Administration

**Reports To:** Dean

**Employed By:** National Heritage Academies

### **SUMMARY**

Responsible for carrying out the lesson plans of the teacher for whom he/she is substituting.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned. To perform this job successfully an individual must be able to perform each essential duty satisfactorily. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

1. Follows the lesson plan provided by the teacher for whom he/she is substituting in accordance with the Academy's philosophy, goals and objectives.
2. Maintains appropriate records such as attendance and grades, as directed by the teacher or by school administration.
3. Establishes and maintains order in the classroom.
4. Maintains a classroom environment conducive to effective learning.
5. Takes all necessary and reasonable precautions to protect the safety and security of students, materials, equipment and facilities.
6. Assists in upholding and enforcing school rules and administrative regulations.

### **SUPERVISORY RESPONSIBILITIES**

None.

### **QUALIFICATIONS**

The requirements listed below are the education, licensing, knowledge, skill and/or ability required to be qualified for this position. Criminal background check required.

#### **EDUCATION and/or EXPERIENCE**

Educational credentials as required by the state in which the Academy is located; bachelor's degree preferred.

#### **LANGUAGE SKILLS**

Ability to communicate and work effectively with staff and students.

#### **MATHEMATICAL SKILLS**

Ability to apply concepts such as fractions, percentages, ratios and proportions to practical situations.

#### **REASONING ABILITY**

Ability to define problems, collect data, establish facts and draw valid conclusions.

#### **CERTIFICATES, LICENSES, REGISTRATIONS**

Shall possess a valid State of Michigan Teaching Certificate with the appropriate endorsement(s) for all subject area(s) being taught (preferred) or a valid Substitute Permit. Must have evidence of meeting highly qualified requirements, as defined by the Every Student Succeeds Act. If not licensed/certified, must meet the requirements to be eligible for a temporary/substitute credential according to state requirements.

## **Job Descriptions**

The individual must have a criminal background check acceptable for school employment and in accordance with law.

### **PHYSICAL DEMANDS**

The physical demands described here are those that must be met by an employee to successfully perform this job. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential physical functions.

While performing the duties of this job the employee is regularly required to talk and hear. The employee frequently is required to sit; use hands to handle; and reach with hands and arms. The employee is occasionally required to stand and walk. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception and ability to adjust focus.

### **WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually moderate.

## **Job Descriptions**

**Job Title:** School Social Worker

**Department:** Intervention Services

**Reports To:** Principal

**Employed By:** National Heritage Academies

### **SUMMARY**

The School Social Worker is responsible for working with students who experience difficulty in the school and community setting as a result of social-emotional or family issues that result in educational time loss or other challenges to academic achievement.

### **QUALIFICATIONS**

The requirements listed below are the education, licensing, knowledge, skill and/or ability required to be qualified for this position.

#### **EDUCATION and/or EXPERIENCE**

The School Social Worker will have completed a Masters Degree in School Social Work/School Psychology and will have proven time management and organizational skills.

#### **LANGUAGE SKILLS**

Ability to read, analyze and interpret general business periodicals, professional journals, technical procedures, and governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to establish and maintain effective working relationships with students, peers, parents and community; ability to speak clearly and concisely in written and oral communication.

#### **MATHEMATICAL SKILLS**

Ability to add, subtract, multiply and divide all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret graphs. Ability to work with mathematical concepts such as probability and statistical inference, and fundamentals of plane and solid geometry and trigonometry. Ability to apply mathematical concepts to practical situations.

#### **REASONING ABILITY**

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to deal with a variety of abstract and concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

#### **CERTIFICATES, LICENSES, REGISTRATIONS**

Social Work licensure

The individual must have a criminal background check acceptable for school employment and in accordance with law.

**ESSENTIAL JOB FUNCTIONS** include the following. To perform this job successfully, an individual must be able to perform each essential job function satisfactorily. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential job functions.

1. Provides direct social work services to students based on early identification to determine problems or situations that may interfere with a child's ability to achieve

## **Job Descriptions**

2. Commits to and implements regular communication between school, home, community, and local agencies
3. Serves as a resource/consultant to school staff on effective techniques for modifying student behavior through the development of Functional Behavior Assessments and Behavior Intervention Plans
4. Provides general education in-service and training to promote classroom interventions that address normal student concerns

Other duties may be assigned from time to time.

### **ESSENTIAL PHYSICAL FUNCTIONS.**

The physical demands described here are those that must be met by an employee to successfully perform this job. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential physical functions.

While performing the duties of this job, the employee is regularly required to talk and hear. The employee frequently is required to sit; use hands to handle; and reach with hands and arms. The employee is occasionally required to stand and walk. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

### **SUPERVISORY RESPONSIBILITIES**

None.

### **WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually moderate.

## **Job Descriptions**

**Job Title:** Speech and Language Pathologist

**Department:** Special Education

**Reports To:** Principal

**Employed By:** National Heritage Academies

### **SUMMARY**

The Speech and Language Pathologist is responsible to work with students in the K–8 program who experience speech and language delays and impairments and have been diagnosed as needing special education support. These students should hold a current IEP. While working with these speech and language students, the Speech/Language Pathologist may also work with At-Risk students within the general education population. Works in collaboration with the Special Education Teacher in the formation of daily schedules, testing schedules, and annual meetings. Supplies the Special Education Teacher with current Speech and Language student lists so he/she can maintain a master Special Education list.

### **QUALIFICATIONS**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed above are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

#### **EDUCATION and/or EXPERIENCE**

Master's Degree in Speech and Language Pathology.

Certificate of Clinical Competence in Speech and Language Pathology.

#### **LANGUAGE SKILLS**

High level of verbal communication and interpersonal skills such as discretion, integrity, and flexibility to interact effectively with students, administrators, peers, constituent districts, parents, and the general public.

#### **MATHEMETICAL SKILLS**

Ability to interpret test scores as they relate to your area of expertise.

#### **REASONING ABILITY**

A clear understanding of confidentiality issues related to the Special Education program and the ability to prioritize tasks appropriately and interpret a variety of instructions furnished in written, oral, diagram, and schedule form.

#### **CERTIFICATES, LICENSES, REGISTRATIONS**

Certificate of Clinical Competence

The individual must have a criminal background check acceptable for school employment and in accordance with law.

**ESSENTIAL JOB FUNCTIONS** include the following. To perform this job successfully, an individual must be able to perform each essential job function satisfactorily. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential job functions.

- Provide training and consultation for general education staff in speech and language areas.
- Provide pre-referral strategies and interventions to general educators.

## **Job Descriptions**

- Carry out the screening and evaluating you or the classroom teacher deem necessary for At-Risk students.
- Deliver maximum levels of instruction in the minimal amount of time.
- Plan and implement IEP meetings in a timely manner.
- Maintain complete and ongoing records for all students.
- Maintain log of parent and community contacts.
- Maintain a comfortable learning environment for students whether in pull-out situation or inclusion setting.
- Adapt materials pertaining to the Speech and Language areas within the K–8 curriculum to meet needs of students served.
- Utilize instructional materials which meet special learning needs of students.
- Demonstrate creativity in reaching, challenging, and exciting student's learning.
- Utilize technology to promote learning.
- Demonstrate professionalism in dealing with confidentiality issues.
- Promote corporation and school mission to community.
- Utilize strategies and techniques to modify unacceptable behavior.
- Evaluate student records for current IEP needs as those records come to you from the building coordinator.
- Serve as a cooperative and contributing member of National Heritage Academies Special Education team.
- Demonstrate knowledge of school policies and procedures.
- Demonstrate willingness to keep updated on issues and research by pursuing professional development.
- Demonstrate general knowledge of disability areas in Special Education; specific knowledge in the area of learning disabilities and emotional impairments.
- Hold parent/teacher meetings or attend scheduled meeting with general educators.
- Perform other job-related duties as assigned by Director of Special Education and your building Principal.

### **ESSENTIAL PHYSICAL FUNCTIONS**

The physical demands described here are those that must be met by an employee to successfully perform this job. Reasonable accommodations may be made to enable qualified individuals with disabilities to perform the essential physical functions.

While performing the duties of this job, the employee is regularly required to talk and hear. The employee frequently is required to sit; use hands to handle; and reach with hands and arms. The employee is occasionally required to stand and walk. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

### **SUPERVISORY RESPONSIBILITIES**

None required

### **WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. The noise level in the work environment is usually moderate.

## **Job Descriptions**

**Job Title:** Education Tutor

**Department:** Administration

**Reports To:** Principal

**Employed By:** National Heritage Academies

### **SUMMARY**

The Education Tutor at the Academy will perform duties as directed by referring teachers.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

1. Work with the academy teaching staff to address the academic needs of students on an individual basis.
2. Provide an inviting, exciting, and innovative learning environment.
3. Establish a one on one rapport with assigned students.
4. Use academic content materials effectively and keep lesson focused on agreed upon objectives.
5. Keep students on task and give feedback about performance to classroom teacher and parents.
6. Monitor academic progress of assigned students using standardized tests, report cards, discipline records, and parent feedback.

### **SUPERVISORY RESPONSIBILITIES**

None.

### **QUALIFICATIONS**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The individual must have a criminal background check acceptable for school employment and in accordance with law.

#### **EDUCATION and/or EXPERIENCE**

Minimum High School Degree or equivalent.

#### **LANGUAGE SKILLS**

Ability to communicate and work effectively with staff, students and parents.

#### **MATHEMATICAL SKILLS**

Ability to apply concepts such as fractions, percentages, ratios and proportions to practical situations.

#### **REASONING ABILITY**

Ability to define problems, collect data, establish facts, and draw valid conclusions.

#### **CERTIFICATES, LICENSES, REGISTRATIONS**

Preferred enrollment in an education program with at least 60 credit hours completed.

## **Job Descriptions**

### **PHYSICAL DEMANDS**

The physical demand described here are representative of those that must be met to be an employee and successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee occasionally is required to sit; use hands to handle; and reach with hands and arms. The employee is frequently required to stand and walk. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus.

### **WORK ENVIRONMENT**

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally exposed to wet and/or humid conditions and outside weather conditions. The noise level in the environment is usually moderate.



## **Job Descriptions**

**Job Title:** Teacher-in Residence

**Department:** Teaching Staff

**Reports To:** Principal

**Employed By:** National Heritage Academies

### **SUMMARY**

The Teacher-in-Residence (TIR) at the Academy will be oriented to all aspects of the NHA experience including: (1) academic curriculum, (2) classroom management, (3) parent engagement, and (4) school procedures. Throughout this process, the TIR will be expected to build a rapport with students, staff and families. The TIR will be prepared to assume responsibility of a classroom teacher when a vacancy becomes available.

The TIR at the Academy creates, manages and participates in a variety of professional development and orientation activities that support the Academy's focus on challenging each child to achieve. The TIR participates collaboratively and professionally with fellow grade-level teachers to achieve the goals and objectives of the school. He/she consistently supports NHA's Purpose and Vision as defined by the Academy's Mission.

**ESSENTIAL DUTIES AND RESPONSIBILITIES** include the following. Other duties may be assigned.

1. Assists primary classroom teacher in planning, developing, and delivering quality instruction for students in accordance with state standards at the assigned grade level; contribute, as appropriate, to program improvement and development.
2. Assists primary classroom teacher with ongoing, frequent and specific assessments to gauge student learning as specified by the Academy's curriculum and by NHA's assessment practices.
3. Model the characteristics of behavior as outlined in NHA's Moral Focus Curriculum
4. Supplement instruction effectively with technology and teach tools of technology within coursework.
5. Modify instruction to accommodate students' unique learning styles and learning needs.
6. Assume responsibility for a classroom as needed, either as a long-term substitute or as otherwise directed by Principal.
7. Assist primary classroom teacher in assuring effective two-way communication at all levels of responsibility; Provide out-of-class communication opportunities with parents and students; Participate in grade level, school and company meetings as appropriate; Represent the school to external constituencies as appropriate; Promote collegiality in dealings with staff.
8. Assist primary classroom teacher in actively involving parents in each child's education by providing frequent indicators of progress and communicating upcoming lesson objectives and standards.
9. Assist primary classroom teacher in communication between students, parents and school staff/administrator to resolve student concerns.
10. Assist the primary classroom teacher in responsible stewardship of equipment, materials, and supplies used in the classroom.
11. Foster cooperative social behavior to assist children in forming satisfying relationships with other children and adults.
12. Maintain a welcoming, orderly, safe and attractive physical environment in the classroom.
13. Establish and maintain high standards of student behavior in all environments throughout the school.

## **Job Descriptions**

14. Assist primary classroom teacher in developing lesson plans for substitutes as required.
15. Participate in on-going professional development opportunities offered by NHA or the Academy.
16. Become familiar with assessment and placement procedures and have awareness of available resources to address individual student needs.
17. Participate in school activities designed to recruit and retain students.
18. Participate in all aspects of classroom and school planning and in the establishment of goals and objectives.
19. Be reliable and punctual in reporting for scheduled work in order to provide continuity and stability in the classroom.

### **SUPERVISORY RESPONSIBILITIES**

Under the direction of the primary classroom teacher supervise students, volunteers, paraprofessionals and classroom aides.

### **QUALIFICATIONS**

To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed below are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

#### **EDUCATION and/or EXPERIENCE**

Bachelor's degree is required along with appropriate licensure/certification that complies with "Highly Qualified" criteria. Teaching experience, preferably at the elementary and/or middle school level, is desired.

#### **LANGUAGE SKILLS**

Ability to read, analyze and interpret general business periodicals, professional journals, technical procedures, and governmental regulations. Ability to write reports, business correspondence, and procedure manuals. Ability to establish and maintain effective working relationships with students, peers, parents and community; ability to speak clearly and concisely in written and oral communication.

#### **MATHEMATICAL SKILLS**

Ability to add, subtract, multiply and divide all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret graphs. Ability to work with mathematical concepts such as probability and statistical inference, and fundamentals of plane and solid geometry and trigonometry. Ability to apply mathematical concepts to practical situations.

#### **REASONING ABILITY**

Ability to define problems, collect data, establish facts, and draw valid conclusions. Ability to deal with a variety of abstract and concrete variables in situations where only limited standardization exists. Ability to interpret a variety of instructions furnished in written, oral, diagram, or schedule form.

#### **CERTIFICATES, LICENSES, REGISTRATIONS**

Valid teaching Certificate/License/Permit with appropriate endorsements with "Highly Qualified" criteria satisfied valid in the state the Teacher will be teaching.

## Job Descriptions

### OTHER SKILLS AND ABILITIES

Ability to apply knowledge of current research and theory to instructional program; ability to plan and implement lessons based on school objectives and the needs and abilities of students. Ability to establish and maintain effective relationships with students, peers and parents; skill in oral and written communication. Ability to perform duties with awareness of all NHA requirements. Ability to use technology for instructional purposes and to teach current technology skills and the use of technology tools for grade level. Ability to apply knowledge about legal issues to the work setting.

The individual must have a criminal background check acceptable for school employment and in accordance with law.

### PHYSICAL DEMANDS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee occasionally is required to sit; use hands to handle; and reach with hands and arms. The employee is frequently required to stand and walk. The employee must occasionally lift and/or move up to 50 pounds (i.e. AV/VCR Carts, boxes of supplies). Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and ability to adjust focus. The employee is required to hear from a distance and to identify voices and understand communication with background noise. This position requires the individual to meet multiple demands from several people and interact with the public and other staff.

### WORK ENVIRONMENT

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is occasionally exposed to wet, cold and/or humid conditions and outside weather conditions. The noise level in the work environment is usually moderate.

*The information contained in this job description is for compliance with the Americans with Disabilities Act (A.D.A.) and is not an exhaustive list of the duties performed for this position. The individuals currently holding this position perform additional duties and additional duties may be assigned.*

## SERVICES AGREEMENT

THIS SERVICES AGREEMENT (“**Agreement**”) by and between National Heritage Academies, Inc., a Michigan corporation (“**NHA**”), and Triumph Academy, a body corporate and public school academy (the “**School**”) is effective the 1st day of July, 2020 (the “**Effective Date**”). For purposes of this Agreement, NHA and the School shall be referred to collectively as the “**Parties.**”

### RECITALS

WHEREAS, the School’s Charter Contract was renewed by Bay Mills Community College Board of Regents (the “**Authorizer**”) to operate a public school academy pursuant to the Michigan Revised School Code (the “**Code**”); and

WHEREAS, the Parties desire to continue to work together to promote educational excellence and innovation based on NHA’s school design, comprehensive educational program and management principles; and

WHEREAS, the Parties desire to set forth the terms and conditions of such a relationship in this Agreement;

NOW, THEREFORE, for good and valuable consideration, including the mutual promises and benefits contained in this Agreement, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### ARTICLE I

#### CONTRACTING RELATIONSHIP

A. Services. Subject to the terms and conditions of this Agreement, and as permitted by applicable law, the School hereby contracts with NHA for the continued provision of certain educational, business administration, facility, and management services, including without limitation, all labor, equipment, and materials necessary for the provision of the same, as set forth herein (collectively, the “**Services**”).

B. Charter Contract. This Agreement shall: (i) be subject to and comply with the terms and conditions of the Charter Contract and the School’s Charter Application (collectively, the “**Charter**”); and (ii) not be construed to interfere with the constitutional, statutory, or fiduciary duties of the School’s Board of Directors (the “**Board**”). NHA agrees to perform its duties and responsibilities under this Agreement in a manner that is consistent with the School’s obligations under the Charter issued by the Authorizer. The provisions of the School’s Charter shall supersede any competing or conflicting provisions contained in this Agreement.

C. Independent Contractor. NHA shall provide the Services as an independent contractor, and not as an employee, partner, agent, or associate of the School. This independent contractor relationship shall extend to the officers, directors, employees, and representatives of

NHA. Consistent with the status of an independent contractor, NHA reserves to itself the right to designate the means and methods of accomplishing the objectives and purposes of this Agreement consistent with applicable law and the Charter. NHA shall be solely responsible for its acts and the acts of its agents, employees and subcontractors. The relationship between the Parties is based solely on the terms and conditions of this Agreement, and the terms and conditions of any other written agreement between the Parties.

D. Designations and Appointments.

1. The Board shall by Board resolution appoint the Board Treasurer, or such other officer as determined by the Board, to serve as the chief administrative officer of the School (the “CAO”) under the Uniform Budgeting and Accounting Act, MCL 141.421 *et seq.* (the “**Budgeting and Accounting Act**”). Notwithstanding any other provision of the Agreement to the contrary, the Board resolution shall designate NHA’s chief financial officer, or such other NHA officer or employee as is mutually agreed upon by NHA and the Board, as the designated agent of the CAO to assist the CAO with the performance of the CAO’s duties under the Budgeting and Accounting Act.

2. NHA, including its directors, officers, and employees are hereby designated as “School Officials” for purposes of the Family Educational Right and Privacy Act, and its implementing regulations, 20 U.S.C. §1232g *et seq.* (FERPA); 34 CFR § 99.31(a)(1)(i)(B). Additionally:

(a) NHA agrees that it shall observe Board policies and applicable law regarding the confidentiality of Covered Data and Information. Covered Data and Information (“CDI”) includes paper and electronic student education record information and includes, without limitation, “education records” as defined under FERPA, 34 CFR § 99.1. CDI also includes any new records created and maintained by NHA under this Agreement using CDI.

(b) NHA shall not use or disclose CDI received from or on behalf of the School except as permitted or required by this Agreement and/or applicable law.

(c) Upon termination or other conclusion of this Agreement, NHA shall return all CDI to the School.

(d) NHA shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all CDI received from, or on behalf of, the School or its students. These measures will be extended by contract to include subcontractors used by the NHA.

(e) NHA, within two business days of discovery, shall report to the Board any use or disclosure of CDI not authorized by this Agreement. NHA’s report shall identify: (i) the nature of the unauthorized use or disclosure, (ii) the CDI used or disclosed, (iii) who made the unauthorized use or received the unauthorized disclosure, (iv) what NHA has done or shall do to mitigate any deleterious effect of the unauthorized use or disclosure, and (v) what corrective action NHA has taken or shall take to prevent future similar unauthorized use or

disclosure. NHA shall provide such other information, including a written report, as reasonably requested by the Board.

3. NHA, its directors, officers, and employees may be designated by the School for other purposes by a written resolution of the Board.

E. Certain Prohibitive Conduct Regarding Personally Identifiable Information. Except as permitted under the Code, NHA shall not sell or otherwise provide to a for-profit business entity any personally identifiable information that is part of an Academy Student's education records.

F. Certain Prohibitive Conduct Regarding Academy Student Records. If NHA receives information that is part of an Academy Student's education records, NHA shall not sell or otherwise provide the information to any other person except as permitted under the Code.

For purposes of Paragraphs E and F above, the terms "education records" and "personally identifiable information" shall have the same meaning as those terms in section 1136 of the Code, MCL 380.1136.

## ARTICLE II

### TERM & TERMINATION

A. Term. This Agreement shall commence on the Effective Date, and unless terminated as set forth herein, shall continue until the revocation, termination or expiration of the Charter currently in effect (the "**Term**"). The parties acknowledge that the Authorizer, as part of any reauthorization or renewal, may require that the School and NHA submit an amended or restated Agreement for review by the Authorizer. The first school year of this Agreement shall commence July 1, 2020 and continue to June 30, 2021, and each school year thereafter shall commence on July 1 and end on June 30 of the following year.

B. Termination.

1. By NHA. NHA may terminate this Agreement prior to the end of the Term if the Board fails to remedy a material breach of this Agreement within thirty (30) days after receiving a notice from NHA of such breach. For purposes of this Subsection, a material breach (which for the sake of clarity is a default hereunder) includes, but is not limited to: (i) NHA's failure to timely receive any compensation or reimbursement required by this Agreement; or (ii) a suspension, termination, reconstitution, revocation, or non-renewal of the Charter.

2. By the School. The School may terminate this Agreement prior to the end of the Term if NHA fails to remedy a material breach of this Agreement within (30) days after receiving notice from the School of such breach. For purposes of this Subsection, a material breach includes, but is not limited to: (i) NHA's failure to account for expenditures or pay operating costs pursuant to the Budget (as defined below); (ii) NHA's failure to follow policies, procedures, rules, regulations or curriculum adopted by the Board, provided they do not violate the Charter,



applicable law, or this Agreement; (iii) a receipt by the Board of an unsatisfactory report from NHA or an independent education consultant retained by the Board regarding the Services or the School's performance, provided the unsatisfactory performance cannot be adequately corrected or explained; (iv) a determination that this Agreement or its implementation would serve as grounds for suspension, termination, revocation, or non-renewal of the Charter; (v) a determination that this Agreement or its implementation would jeopardize material tax exemptions of the School or its non-profit status; or (vi) any action or inaction by NHA that places the Charter in jeopardy of termination, suspension or revocation.

3. By Either Party. Either party may terminate this Agreement prior to the end of the Term, with or without cause, by providing the other party with at least ninety (90) days' prior written notice.

4. Revocation or Termination of Charter. If the School's Charter issued by the Authorizer is suspended, revoked or terminated, or a new Charter is not issued to the School after expiration of the Charter, this Agreement shall automatically be suspended or terminated, as the case may be, on the same date as the School's Charter is suspended, revoked, terminated or expires without further action of the parties.

5. 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 Section 10.6 of the Contract Terms and Conditions, and such closure of an Academy site or reconstitution causes an amendment to or termination of this Agreement, the parties agree that this Agreement shall be amended or terminated to implement the Academy site closure or reconstitution, with no cost or penalty to the Academy, and NHA shall have no recourse against the Academy or the Authorizer for implementing such site closure or reconstitution.

6. If this Agreement is terminated prior to the end of the Term other than as provided for in Article II(B)(4) of this Agreement, and unless otherwise agreed by the Parties, such termination will not become effective until the end of the then-current school year.

C. Effect of Termination. With the exception of Article II(B)(5) above, upon the effective date of termination or expiration of this Agreement:

1. Subject to any provisions contained in the lease between the Parties, the Parties shall have the right to remove from the School any equipment or other assets owned or leased by the respective Party;

2. The School shall pay or reimburse NHA through the Fee (as defined below) for the prepaid portion of any expenses or liabilities incurred by NHA pursuant to the Budget as of the date of such termination or expiration, provided NHA supplies the School with documentation of all such expenses and liabilities;

3. NHA may agree, in its sole discretion, to assist the School for a reasonable amount of time, not to exceed ninety (90) days, and for a reasonable fee, with the School's transition to another administrative, managerial, or services arrangement;

4. NHA shall, if applicable, reasonably assist the School in the execution of a closure and dissolution plan and cooperate in the closure and dissolution process, including without limitation, in any audits and court or other proceedings related thereto; and

5. The party to whom Confidential Information (as defined below) has been disclosed shall, upon request and at the direction of the disclosing party: (i) return such Confidential Information within thirty (30) days, including any copies thereof, and cease its use; or (ii) destroy such Confidential Information and certify such destruction to the disclosing party, except for a single copy thereof which may be retained for the sole purpose of determining the scope of any obligations incurred under this Agreement, and except where disclosure or retention is required by applicable law.

### ARTICLE III

#### OBLIGATIONS OF NHA

A. Manager at Risk. NHA shall be responsible and accountable to the Board for providing the Services. During the Term, NHA shall provide the Services identified herein regardless of whether actual revenue meets the level projected in the Budget, and NHA hereby assumes the risk of funding shortfalls during the Term. Notwithstanding the foregoing, NHA is prohibited from expending funds on Services in excess of the amount set forth in the Budget or any Budget amendment.

B. Comprehensive Educational Program. The School has determined to adopt NHA's proprietary educational and academic programs and goals, as set forth in the Charter (the "**Educational Program**"). Subject to the oversight of the Board, NHA shall implement and administer the Educational Program. In the event that NHA reasonably determines that it is necessary or advisable to make material changes to the Educational Program, NHA shall inform the Board of the proposed changes and obtain the Board's approval before making such changes, as well as the Authorizer's approval if required by the Charter or applicable law. The Parties acknowledge and agree that an essential principle of the Educational Program is its flexibility, adaptability and capacity to change in the interest of continuous improvement and efficiency. Not less than annually or as reasonably requested by the Board, NHA shall provide the Board with a report detailing progress made on each of the educational goals set forth in the Educational Program. The school year calendar and the school day schedule shall be approved by the Board as required under the Charter.

C. All Children Welcome. NHA places a high value on diversity, and the School shall welcome students of all races, ethnicity, religion, gender and economic backgrounds.



D. Services to Students with Disabilities. NHA welcomes students with disabilities at the School. NHA shall provide special education and related services, in conformity with the requirements of the Charter and applicable law, to eligible students who attend the School.

E. Educational and Administrative Services. Subject to the oversight of the Board, NHA shall implement operational practices and procedures that are consistent with the Budget, Board policy, the Charter and applicable law. Such practices and procedures shall include, but are not limited to:

1. Student recruitment and student admissions.
2. Student assessments, including testing, promotion, and retention.
3. The acquisition of instructional materials, equipment and supplies, and the administration of any and all extra-curricular and co-curricular activities and programs approved by the Board.
4. Employment of personnel assigned to work at the School and management of all personnel functions, as set forth herein.
5. All aspects of the School's business administration.
6. All aspects of the School's accounting operation, including general ledger management, financial reporting, payroll, employee benefits and payroll tax compliance.
7. Food service and transportation approved by the Board.
8. All aspects of facilities administration and maintenance.
9. Student behavior management and discipline.

F. Location of Services. Other than instruction, and unless prohibited by the Charter or applicable law, NHA may provide the Services, including but not limited to, purchasing, professional development and administrative services, off-site.

G. Subcontracts. NHA reserves the right to subcontract any and all aspects of the Services. NHA shall not subcontract the oversight of the Educational Program, except as specifically permitted in this Agreement or with prior written approval of the Board. Notwithstanding the foregoing, the Board specifically acknowledges and agrees that from time to time NHA may use third parties or independent contractors to assist in the creation and development of Educational Materials (as defined below) that may be used as a part of the Educational Program.

H. Pupil Performance Standards and Evaluation. Consistent with the Charter, NHA shall implement pupil performance evaluations that permit evaluation of the academic progress of each School student. NHA shall be responsible and accountable to the Board for the academic performance of students who are enrolled at the School. NHA shall utilize assessment strategies required by the Charter and applicable law. The Board and NHA shall cooperate in good faith to

identify academic goals and methods to assess such academic performance. NHA shall provide the Board with timely reports regarding student performance.

I. Unusual Events. NHA shall timely notify the Board and the Administrator (as defined below) of any anticipated or known material: (i) health or safety issues, including all mandatory reporting required by applicable law; (ii) labor, employee or funding issues; or (iii) other issues that may reasonably and adversely impact the School's ability to comply with the Charter, applicable law or this Agreement.

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

On an annual basis, NHA agrees to provide the Board 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 Board shall make the information available on the School's website homepage, 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.

NHA shall make information concerning the operation and management of the School, including without limitation the information described in Schedule 4 of the Charter, available to the School as deemed necessary by the Board in order to enable the School to fully satisfy its obligations under Section 12.17(a) of Terms and Conditions of the Charter.

K. Facility. NHA shall use reasonable efforts to secure a facility to be leased or otherwise provided to the School on terms mutually agreeable to NHA and the Board. Obligations of the Board created under the terms of such lease are to be fulfilled by NHA unless otherwise agreed to in writing by NHA and the Board; provided, however, in the event an issue or dispute arises under the terms of the lease or related to the facility, the Board retains the right and authority to deal directly with the owner of the facility to resolve the issue or dispute. The facility shall comply with the requirements of the Charter and applicable law. NHA shall also use reasonable efforts to cause the facility to be furnished with equipment and technology as is reasonably necessary to implement the Educational Program.

L. Legal Compliance. NHA will implement and enforce rules, regulations and procedures applicable to the School that are consistent with adopted Board policy, if any, and the Educational Program in accordance with the Charter and applicable law, including without limitation, rules, regulations, and policies regarding non-discrimination, discipline, special education, confidentiality and access to records.

M. Board Policies/NHA Practices and Procedures. The Board will adopt policies as required by law and as otherwise deemed appropriate by the Board. NHA will develop and administer practices and procedures consistent with Board policies, and make such practices and procedures available to the Board upon request.

N. Assistance to the Board. NHA shall cooperate with the Board and, to the extent consistent with the Charter and applicable law, timely furnish the Board with all documents and information necessary for the Board to properly perform its responsibilities under this Agreement.

## ARTICLE IV

### OBLIGATIONS OF THE BOARD

A. Board Policies. The Board shall be responsible for the fiscal and academic policies of the School. The Board shall exercise good faith in considering the recommendations of NHA, including but not limited to, NHA's recommendations regarding policies, rules, regulations and the Budget (as defined below).

B. Academy Budget. The Board is responsible for establishing, approving and amending the Budget in accordance with the Uniform Budgeting and Accounting Act, MCL 141.421 *et. seq.*

C. Governance Oversight. The Board shall provide governance level and fiduciary oversight of the School in accordance with the Charter and applicable law. The Board shall cooperate with NHA and, to the extent consistent with applicable law, timely furnish NHA all documents and information necessary for NHA to properly perform its responsibilities under this Agreement.

D. Unusual Events. The Board shall timely notify NHA of any anticipated or known material: (i) health or safety issues; (ii) labor, employee or funding issues; or (iii) other issues that may reasonably and adversely impact NHA's ability to comply with the Charter, applicable law, or this Agreement.

E. Office Space. The Board shall provide NHA with suitable office space at the School, provided the requested space is: (i) available and can be provided without materially prejudicing the Educational Program; and (ii) used only for activities related to the School. The space shall be provided at no cost to NHA.

F. Retained Authority. The Board shall retain the authority to adopt reasonable policies in accordance with applicable law relative to anything necessary for the proper establishment, maintenance, management, and operation of the School.



## ARTICLE V

### INTELLECTUAL PROPERTY

#### A. Definitions.

1. “**Educational Materials**” means all curriculum, print and electronic textbooks, instructional materials, lesson plans, teacher guides, workbooks, tests, and other curriculum-related materials licensed, developed or otherwise owned by the School or NHA.

2. “**Confidential Information**” means any confidential and non-public trade, technical or business knowledge, information and materials regarding the School or NHA (or their respective affiliates), which is given by one party to the other, or any of their respective representatives, in any form, whether printed, written, oral, visual, electronic or in any other media or manner. Confidential Information includes, but is not limited to, research, operations and procedures, financial projections, pricing, sales, expansion plans and strategies, services data, trade secrets and other intellectual property, or the results of any mediation or private adjudication, as well as information with respect to each party’s or its affiliates’ plans for market expansion, except for information which a party can show by contemporaneous written records was developed or formulated independently of work or services performed for, or in connection with performance of, this Agreement. Notwithstanding the foregoing, the disclosure of the other party’s Confidential Information as required to be disclosed by law, rule or regulation or by reason of subpoena, court order or government action shall not constitute a breach of this Agreement; however, in such event the party required to disclose such information will reasonably cooperate with the party whose information is required to be disclosed in order to obtain a protective order applicable to such disclosure. All Confidential Information will remain the sole property of the party disclosing such information or data.

B. School Materials. The School shall own all right, title and interest in and to Educational Materials that are: (i) licensed or owned by the School as of the Effective Date; (ii) licensed, developed, characterized, conceived, derived, generated, identified, or otherwise made by the School during the Term, (iii) are both directly developed and paid for by the School; or (iv) were developed by NHA at the direction of the Board with School funds dedicated for the specific purpose of developing such curriculum or materials, provided such materials do not reference the NHA Materials (as defined below), or incorporate any Confidential Information of NHA (collectively, the “**School Materials**”). The School Materials shall include all intellectual property rights associated therewith.

C. NHA Materials. NHA shall own all right, title and interest in and to Educational Materials that are: (i) licensed or owned by NHA as of the Effective Date; (ii) licensed, developed, characterized, conceived, derived, generated, identified, or otherwise made by NHA during the Term, provided such materials do not reference School Materials or incorporate any Confidential Information of the School; and (iii) any and all Educational Materials and non-curriculum materials provided to the School by NHA relating to the Educational Program, including all changes and derivatives thereof (collectively, the “**NHA Materials**”). NHA recognizes that any

Educational Materials used by the School are subject to disclosure under the Code and the Freedom of Information Act.

D. Derivative Works. The Parties acknowledge that to the extent any Educational Materials created by the School are derivative of the NHA Materials, use of such derivative materials during the Term is subject to the license granted herein, and the license to use such derivative materials shall cease as of the date of expiration or termination of this Agreement.

E. No Transfer or Sale. The School acknowledges and agrees that NHA is not transferring or selling, and the School is not receiving, purchasing or acquiring, any intellectual property or proprietary rights in or to the NHA Materials.

F. Licenses. NHA hereby grants the School a non-exclusive, non-transferable license (without the right to sublicense) to use the NHA Materials, and any Educational Materials created by the School which are derivative of the NHA Materials, solely in furtherance of the Educational Program during the Term, including without limitation, the right to reproduce, publicly display, distribute and create derivative works of the same, in hard copy format or electronically, within the United States. The School represents and warrants that during the Term, and following the expiration or termination of this Agreement, the School will not exploit or assist any third party to exploit any of the NHA Materials for commercial purposes. Subject to applicable law, the School grants NHA a non-exclusive, non-transferable license (without the right to sublicense) to use the School Materials, solely in furtherance of the Educational Program during the Term, including without limitation, the right to reproduce, publicly display, distribute and create derivative works of the same, in hard copy format or electronically, within the United States.

G. NHA Marks. During the Term, NHA grants the School a non-exclusive, revocable, non-transferable license (without the right to sublicense) to use NHA's trade name(s) and NHA's trademark(s) (the "**NHA Marks**") solely for the purposes of promoting and advertising the School. NHA shall have the opportunity to review and approve all artwork, copy or other materials utilizing the NHA Marks prior to any production or distribution thereof. All uses of the NHA Marks require NHA's prior written permission. The School shall acquire no rights in or to the NHA Marks, and all goodwill associated with the NHA Marks shall inure to the benefit of and remain with NHA. Upon expiration or termination of this Agreement, the School shall immediately discontinue use of the NHA Marks and shall remove the NHA Marks from its locations, vehicles, websites, telephone directory listings and all other written or electronic promotional materials.

H. Assignment. Each party shall, and hereby does assign to the other, with full title guarantee and without additional compensation, such right, title and interest in and to any intellectual property as is necessary to fully affect the ownership provisions set out herein, and any accrued rights of action in respect thereof. Each party shall, if so requested by the other, execute all such documents and do all such other acts and things as may be reasonably required to comply with this Agreement to vest in the appropriate party all rights in the relevant intellectual property and shall procure execution by any named inventor of all such documents as may reasonably be required by the other party in connection with any related patent application.

## ARTICLE VI

### SOLICITATION AND USE OF PRIVATE FUNDS

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

## ARTICLE VII

### FINANCIAL ARRANGEMENTS

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

1. Funding for public school students enrolled at the School.
2. Special education funding provided by the federal and/or state government that is directly allocable to special education students enrolled at the School.
3. Gifted and talented funding provided by the federal and/or state government that is directly allocable to gifted and talented students enrolled at the School.
4. At-risk funding provided by the federal and/or state government that is directly allocable to at-risk students enrolled at the School.
5. Funding provided by the federal and/or state government that is directly allocable to students enrolled at the School with limited English proficiency.
6. All other federal and/or state grant sources, including, but not limited to, Title I and any start-up funding allocable to the School.
7. Grants and donations received by the School to support or carry out programs at the School (except to the extent NHA is not required or involved in soliciting,



administering or managing the contribution and/or donation, in which case such funds shall be deposited in the Board Spending Account (as defined below)).

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

The expenditure of any Revenues received from governmental entities shall be consistent with all applicable regulations and policies. The expenditure of any Revenues received from non-governmental grants, contributions and donations shall be made consistent with the provisions of Article VI.

B. Budget. NHA shall provide the Board with an annual proposed Budget prepared and maintained in accordance with the Charter, the Michigan Budgeting and Accounting Act, and applicable law (the “**Budget**”). The Budget shall include all of the School’s projected revenues and expenses at the object level as described in the Michigan Department of Education’s Michigan School Accounting Manual. For the School’s first school year, the Budget shall be submitted prior to the beginning of the school year. Thereafter, the Budget shall be submitted to the Board prior to June 1 for the next school year.

C. Review and Approval of Budget. The Board shall be responsible for reviewing, revising and approving the Budget in accordance with the Charter and applicable law. At the request of either NHA or the Board, with the approval of the Board, the Budget shall be amended from time to time as necessary.

D. Board Spending Account. Notwithstanding any other provision of this Agreement to the contrary, each school year during the Term, NHA shall allocate to an account controlled by the Board an amount equal to the lesser of: (i) 2% of state per pupil aid reflected in the Budget for that respective school year, or (ii) \$35,000 (the “**Board Spending Account**”). The aforesaid amount shall be deposited by NHA into the Board Spending Account pro-rata during the course of the School’s school year as Revenues are received. All funds in the Board Spending Account are the property of the School and may be used by the School at the discretion of the Board. Funds in the Board Spending Account that are not spent by the School during the school year shall carry over annually. Items purchased by NHA for the School and paid for by the School with funds from the Board Spending Account, such as non-proprietary instructional and/or curriculum materials, books, supplies and equipment, shall be the property of the School. The property of the School excludes items leased, financed or purchased by NHA with the Fee (as defined below). NHA agrees not to add any fees or charges to the cost of equipment, materials or supplies purchased by NHA at the request of or on behalf of the School with funds from the Board Spending Account. NHA, in making such purchases for the School pursuant to this subsection, shall comply with applicable law, including section 1274 of the Code, as if the School were making such purchases itself from a third party, and shall provide the Board, upon request, available documentation evidencing the costs associated with such purchases. NHA shall maintain a listing of all assets owned by the School and shall provide the list to the Board annually upon request.

E. Fee. NHA shall receive all Revenues as its services fee (the “**Fee**”), from which it shall pay all operating costs of the School as detailed in the Budget. NHA and the Board

acknowledge that operating costs includes an administrative fee payable to the Authorizer as set forth in the Charter. Payment of the Fee shall be made on the same frequency that the School receives its Revenues. NHA shall be entitled to retain as compensation for the Services the difference, if any, between the Fee and the amount actually expended by NHA in operation and/or management of the School during the School's fiscal year. NHA agrees not to add any fees or charges to the cost of equipment, materials or supplies purchased by NHA at the request of or on behalf of the School.

F. No Loans. NHA shall not make or extend loans to the Board.

G. Other Schools. The School acknowledges that NHA has entered into similar services agreements with other schools. NHA shall maintain separate accounts for expenses incurred in the operation of the School and other schools assisted by NHA, and shall reflect in the School's financial records only those expenses incurred in the operation of the School. If NHA incurs expenses that are for both the benefit of the School and other schools assisted by NHA, then NHA shall allocate, to the extent permitted by law, such expenses among all such affected schools, including the School, on a prorated basis based upon the number of enrolled students, the number of classrooms, or the number of teachers at the affected schools, or on such other equitable basis as is reasonably determined by NHA. Marketing and development costs paid by or charged to the Academy shall be limited to those costs specific to the Academy program and shall not include any costs for the marketing and development of NHA.

H. Financial Reporting. NHA shall provide the Board with:

1. At least annually, the Budget as required by this Agreement.
2. Monthly, financial statements no more than forty-five (45) days in arrears and at least one week prior to each Board meeting. These financial statements will include a Balance Sheet, Statement of Revenues, Expenditures and Changes in Fund Balance at object level detail with a comparison of budget to actual revenue and expenditures and explanations of variances.
3. Quarterly, or as reasonably requested by the Board, a report on School operations and student performance.
4. As reasonably requested, other information to enable the Board to: (i) evaluate the quality of the Services; and (ii) timely provide all reports and information that are required by the Charter and applicable law.

I. Access to Financial Records. NHA shall keep accurate financial records pertaining to its operation of the School, together with all School financial records prepared by or in possession of NHA, and shall retain all of the aforementioned records according to the Charter and applicable law to which such books, accounts, and records relate. NHA and the Board shall maintain the proper confidentiality of personnel, students, and other records as required by law. All records shall be kept in accordance with applicable state and federal requirements.



J. Accounting Standards; Annual Audit.

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

2. The Board shall select and retain an independent auditor to conduct an annual audit of the School's financial matters in accordance with the Charter and applicable law.

3. Subject to applicable law, all records in the possession or control of NHA that relate to the School, including but not limited to, financial records, shall be made available to the School and the School's independent auditor. The expense of the annual audit shall be included in the Budget.

K. Contributions; Repayment. NHA shall make contributions to the School in the event School expenses for the Services exceed Revenues (the "**Contributions**"). The Contributions, if any, shall be in amounts acceptable to the Parties and, once made, shall be included in the Budget. The School shall not be legally obligated to repay NHA for the Contributions. NHA's agreement to make such Contributions shall not be deemed to negate or mitigate the need for the School to apply for or solicit state or federal grants or sub-grants which the School, as a public school, may be eligible to receive.

## ARTICLE VIII

### PERSONNEL & TRAINING

A. Qualified Personnel. NHA shall select and hire qualified personnel to perform the Services. NHA shall have the responsibility and authority, subject to this Article, to select, hire, evaluate, assign, discipline, transfer, and terminate personnel consistent with the Budget, the Charter and applicable law. Personnel working at the School shall be employees of NHA. NHA and the Board each shall be responsible for their respective employees. However, the compensation of all employees working at the School shall be included in the Budget. Upon Board request, NHA shall disclose to the Board the level of compensation and fringe benefits provided by NHA to NHA employees working at the School. Criminal background and criminal history checks and unprofessional conduct search in compliance with applicable law shall be conditions for the hiring of or services provided by any person assigned by NHA under this Agreement to regularly and continuously work in any of the School's facilities or at program sites where the School delivers Services. NHA shall pay all salaries, wages, benefits, unemployment compensation, payroll and other taxes to or on account of its employees. The Academy shall not be liable for the payment of any such salaries, wages, benefits, payroll or taxes thereon for or on behalf of any NHA employee, contractor or agent. NHA acknowledges and agrees that it is the sole and exclusive responsibility of NHA to make the requisite tax filings, deductions and payments to the appropriate federal, state and local tax authorities for and on behalf of all persons employed or engaged by NHA to provide Services under this Agreement. NHA shall conduct employee evaluations consistent with Section 1249 and 1250 of the Code.

B. School Administrator. The School administrator (the “**Administrator**”) shall be an employee of NHA and not the Board. The duties and terms of the Administrator’s employment shall be determined by NHA. The Administrator shall work with NHA in the operation and management of the School. The Administrator shall attend meetings of the Board and shall provide reports to the Board. The accountability of NHA to the School is an essential foundation of this Agreement. NHA shall have the authority, consistent with this Article, to select, hire, evaluate, assign, discipline, transfer and terminate the Administrator, and to hold the Administrator accountable for the performance of the School. Without limiting the foregoing, NHA shall consult with the Board prior to the placement and/or removal of the Administrator. Absent compelling circumstances, the consultation shall commence at least ninety (90) days prior to NHA placing and/or removing the Administrator. NHA shall give due consideration to the input of the Board or the Board’s designated representative prior to making a final decision regarding placement and/or removal of the Administrator. NHA shall remove the Administrator if the Board is reasonably dissatisfied with the Administrator’s performance. Absent compelling circumstances, however, the Board shall give NHA and the Administrator six (6) months to correct the basis for the Board’s reasonable dissatisfaction. The parties agree that the purpose of the above provisions is not to deny the Administrator the opportunity for growth and/or promotion within NHA. Notwithstanding any of the foregoing, the placement of the initial Administrator for the School in its first year of operation shall be made by NHA.

As the employer, NHA shall be solely responsible for the performance evaluation of the Administrator. NHA shall seek feedback from the Board prior to completing an annual Administrator performance evaluation.

C. Teachers. NHA shall, consistent with this Article, assign to perform Services at the School, teachers qualified to teach their assigned subjects and grade level. The curriculum taught by the teachers shall be consistent with the Educational Program. The teachers may, at the discretion of NHA, be assigned to work at the School on a full or part time basis. If assigned to work at the School on a part time basis, the teacher(s) may also be assigned to work at other schools for which NHA provides services. The cost for such teacher(s) shall be shared proportionately among the schools at which NHA has assigned the teacher(s) to work. Each teacher assigned to work at the School shall hold a valid teaching certificate issued by the State Board of Education or applicable state agency to the extent required by the Code.

D. Support Staff. NHA shall, consistent with this Article, assign to perform Services at the School, qualified support staff as needed for NHA to operate the School in an efficient manner. The support staff may, at the discretion of NHA, be assigned to work at the School on a full or part time basis. If assigned to work at the School on a part time basis, the support staff may be assigned to work at other schools for which NHA provides services. The cost for such support staff shall be shared proportionately among the schools at which NHA has assigned the support staff to work. An individual assigned to work at the School that is not teaching, but for which a license is required under applicable law, shall have the appropriate license.

E. Training. NHA shall provide or procure training in its methods, curriculum, program, and technology to all teaching personnel on a regular basis. Instructional personnel shall be required to obtain at least the minimum hours of professional development as required by

applicable law. Non-instructional personnel shall receive training as NHA determines reasonable and necessary under the circumstances.

F. Background Checks and Qualifications. NHA shall comply with applicable law regarding background checks, unprofessional conduct searches and certification/licensure, as applicable, for all persons working in the School, the costs of which shall be included in the Budget.

G. Terms of Employment. No member of the staff at the School shall be subject to any covenant not to compete or other employment restriction as part of the terms of his or her employment with NHA for the Services.

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

## ARTICLE IX

### INDEMNIFICATION

A. Indemnification of Parties. To the extent not prohibited by the Charter or applicable law, the Parties hereby agree to indemnify, defend, and hold the other (the “**Indemnified Party**”), harmless from and against any and all third-party claims, actions, damages, expenses, losses or awards which arise out of (i) the negligence or intentional misconduct of the indemnifying party, (ii) any action taken or not taken by the indemnifying party, or (iii) any noncompliance or breach by the indemnifying party of any of the terms, conditions, warranties, representations, or undertakings contained in or made pursuant to this Agreement. As used herein, Indemnified Party shall include the party’s trustees, directors, officers, employees, agents, representatives and attorneys. The Parties may purchase general liability, property, or other insurance policies. Notwithstanding anything in this Agreement to the contrary, the Board shall not be precluded by the terms of this Agreement from asserting or declining to assert a claim of governmental immunity.

B. Indemnification of Authorizer. The parties acknowledge and agree that the Bay Mills Community College Board of Regents, Bay Mills Community College and its respective members, officers, employees, agents or representatives (all collectively referred to as “Bay Mills Community College”) are deemed to be third party beneficiaries for purposes of this Agreement. As third party beneficiaries, the parties hereby promise to indemnify, defend, and hold harmless Bay Mills Community College against all claims, demands, actions, suits, causes of action, losses, judgments, damages, fines, penalties, forfeitures, or any other liabilities or losses of any kind, including costs, attorney fees, and related expenses, imposed upon or incurred by Bay Mills Community College 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 Bay Mills Community College, which arise out of or are in any manner connected with Bay Mills Community



College Board of Regents' approval of the Academy's application, Bay Mills Community College Board of Regents' consideration of or issuance of a Contract, the Academy Board's or NHA's preparation for and operation of the Academy, or which are incurred as a result of the reliance by Bay Mills Community College upon information supplied by the Academy Board or NHA, or which arise out of the failure of the Academy Board or NHA to perform its obligations under the Contract, the Agreement or Applicable Law, as applicable. The parties expressly acknowledge and agree that Bay Mills Community College, Bay Mills Community College Board of Regents and its members, and their respective officers, employees, agents or representatives, or any of them, may commence legal action against either party to enforce its rights as set forth in this Agreement.

## **ARTICLE X**

### **INSURANCE**

A. Insurance Coverage. NHA and the School shall maintain such policies of insurance as required by the Charter, the Authorizer's insurance carrier recommendations, and applicable law. NHA's insurance is separate from and in addition to the insurance the Academy Board is required to obtain under the Charter. Each party shall, upon request, present evidence to the other and the Authorizer that it maintains the requisite insurance in compliance with the provisions of this Article. In the event that the Authorizer's insurance carrier recommends any change in coverage, each party agrees to comply with any change in the type and amount of coverage as requested by the Authorizer's insurance carrier within thirty (30) days after notice of the insurance coverage change is provided to NHA and the School. Each party shall comply with any information or reporting requirements required by the other party's insurer(s), to the extent reasonably practicable.

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

## **ARTICLE XI**

### **REPRESENTATIONS & WARRANTIES**

A. Board and School. The Board represents and warrants, for itself and on behalf of the School, that: (i) it is legally vested with all power and authority necessary to operate a charter school under the Code; (ii) it is legally vested with all power and authority necessary to execute, deliver and perform this Agreement, including without limitation, the power and authority to contract with a private entity for the provision of educational, business administration and management services; (iii) its actions have been duly and validly authorized, and it has adopted any and all resolutions or expenditure approvals required for the execution of this Agreement; and (iv) there are no pending actions, claims, suits or proceedings, or, to its knowledge, threatened or reasonably anticipated against or affecting either the Board or the School, which if adversely determined, would have a material adverse effect on its ability to perform under this Agreement.

B. NHA. NHA represents and warrants that: (i) it is a corporation in good standing and is authorized to conduct business in the State of Michigan; (ii) it is legally vested with all power and authority necessary to execute, deliver and perform this Agreement; (iii) there are no pending actions, claims, suits or proceedings, or, to its knowledge, threatened or reasonably anticipated against or affecting NHA, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement; and (iv) it will comply with all registration and licensing requirements relating to conducting business under this Agreement, which the Board agrees to assist NHA in applying for such licenses and permits and in obtaining such approvals and consents.

## ARTICLE XII

### MISCELLANEOUS

A. Entire Agreement. This Agreement and any attachments hereto shall constitute the entire agreement of the Parties on the subject matter set forth herein. This Agreement supersedes and replaces any and all prior agreements and understandings regarding the subject matter set forth herein between the School and NHA.

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

C. State Governing Law; Waiver of Jury Trial. This Agreement shall be construed, interpreted, governed and enforced pursuant to the laws of the State of Michigan, without regard to its conflict-of-laws principles. The Parties hereby waive the right to a jury trial in any action, proceeding or counterclaim brought by either NHA or the School against the other.

D. Notices. All notices and other communications required by this Agreement shall be in writing and sent to the Parties at the facsimile number or address set forth below. Notice may be given by: (i) facsimile with written evidence of confirmed receipt by the receiving party of the entire notice; (ii) certified or registered mail, postage prepaid, return receipt requested; or (iii) personal delivery. Notice shall be deemed to have been given on the date of transmittal if given by facsimile, upon the date of postmark if sent by certified or registered mail, or upon the date of delivery if given by personal delivery. For purposes of the foregoing, “**personal delivery**” shall include delivery by nationally recognized overnight courier (such as FedEx), if signed for by the recipient or a delegate thereof. Notices to the School shall be sent to the current address of the then current Board President, with a copy to the then current Board attorney. The addresses of the Parties for the purposes aforesaid, including the address of the initial Board President, are as follows:

The School: Triumph Academy  
Attn: President, Board of Directors  
For physical delivery:  
[Current mailing address as maintained by Landlord]

WITH A COPY TO:

CS3 Law PLLC  
250 Monroe Ave., NW  
Suite 400  
Grand Rapids, Michigan 49503  
Telephone: (616) 822-7754

NHA: National Heritage Academies, Inc.  
Attn: Chief Financial Officer

3850 Broadmoor, S.E. Ste. 201  
Grand Rapids, Michigan 49512  
Telephone: (616) 222-1700

WITH A COPY TO:

McShane & Bowie  
Attn: John R. Grant

1100 Campau Square Plaza  
99 Monroe Ave., NW  
Grand Rapids, MI 49501  
Telephone: (616) 732-5013

E. Assignment. NHA may assign this Agreement with the prior written approval of the Board and in a manner consistent with the Authorizer's policies.

F. Amendment. This Agreement shall not be altered, amended, modified or supplemented except by memorandum approved by the Board and signed by both an authorized officer of the School and NHA and in manner consistent with the Authorizer's policies.

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

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

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

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

K. Compliance with Law. Each party will comply with the Charter and laws applicable to the performance of such party's obligations hereunder.


L. Time of Essence. The Parties understand and agree that time is of the essence in performing their respective responsibilities under this Agreement.

[Signatures on Following Page]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date.

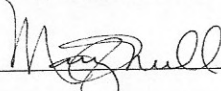
**NHA:**

National Heritage Academies, Inc.,  
a Michigan corporation

By:   
Robert Owen  
Its: Chief Financial Officer

**SCHOOL:**

Triumph Academy,  
a Michigan public school academy

By:   
Its: ~~Board President~~ Board Vice President



**CONTRACT SCHEDULE 6**

**PHYSICAL PLANT DESCRIPTION**

**SCHEDULE 6**  
**Physical Plant**

Physical Plant Description..... 6-1

Site Plan..... 6-3

Floor Plan ..... 6-4

Lease Agreement..... 6-6

Occupancy Approval..... 6-31

## **SCHEDULE 6**

### **PHYSICAL PLANT DESCRIPTION**

1. Applicable Law requires that a public school academy application and contract must contain a description of and the address for the proposed physical plant in which the public school academy will be located. See, MCL 380.502(3)G); 380.503(5)(d).

2. The address and a description of the proposed physical plant (the "Proposed Site") of Triumph Academy ("Academy") is as follows:

Address: 3000 Vivian Road  
Monroe, MI 48162

Description: The facility is a single-story building of approximately 47,000 square feet, and includes 30 classrooms, offices, media center and gymnasium.

Term of Use: Term of Contract.

Configuration of Grade Levels: Kindergarten through eighth grade.

Name of School District and Intermediate School District:

Local: Monroe Public School District  
ISD: Monroe County Intermediate School District

3. It is acknowledged and agreed that the following information about this Proposed Site is provided on the following pages, or must be provided to the satisfaction of the College Board, before the Academy may operate as a public school in this state.

- A. Size of building
- B. Floor Plan
- C. Description of Rooms
- D. Copy of lease or purchase agreement

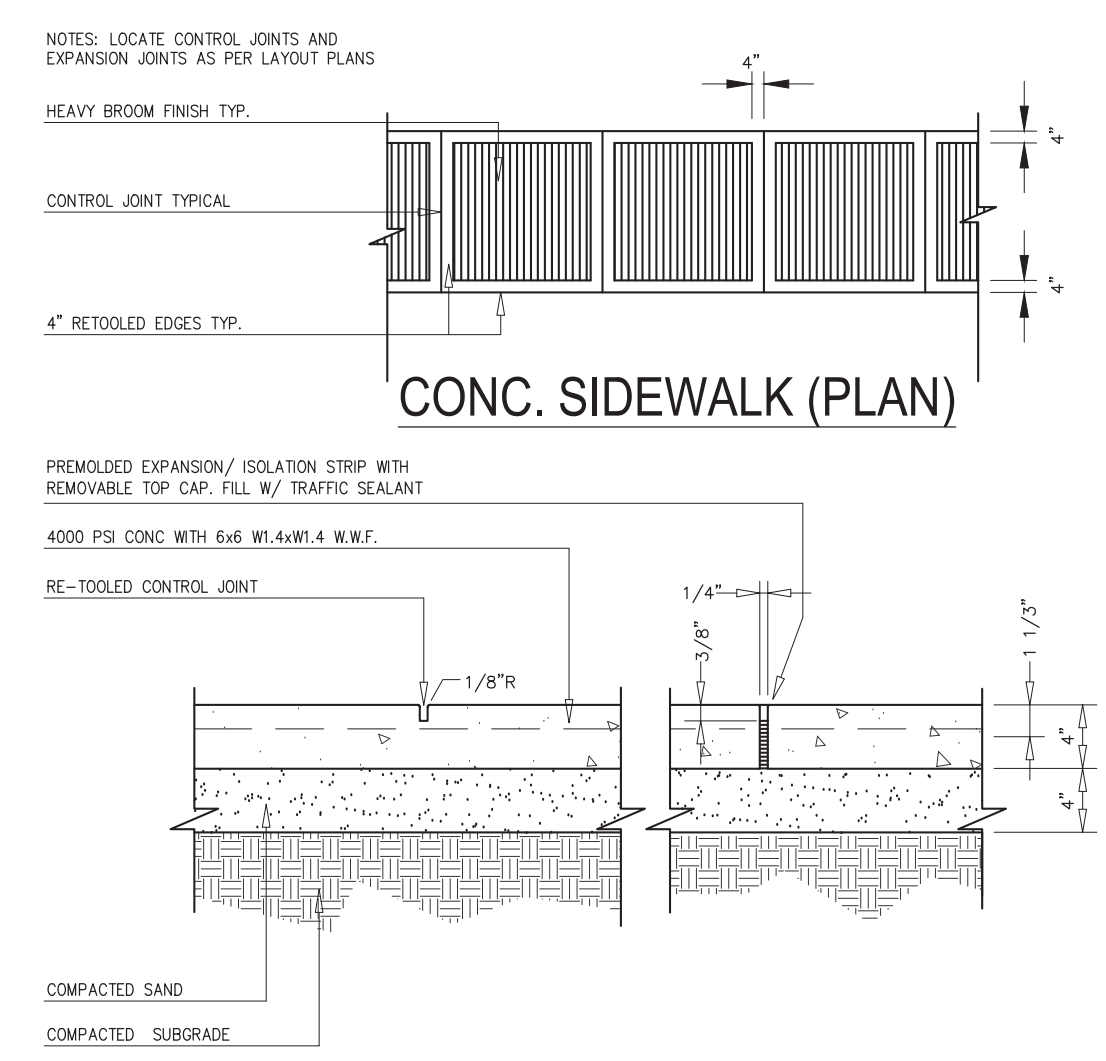
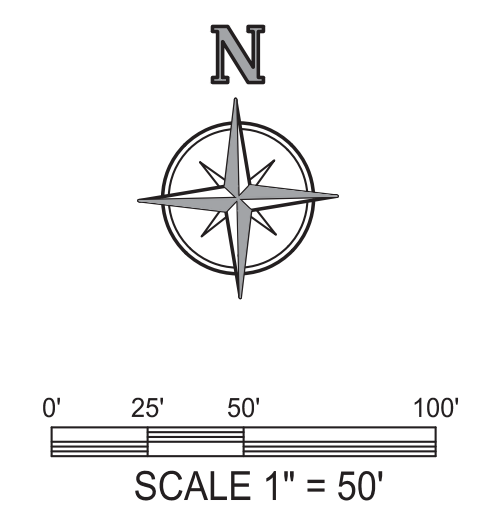
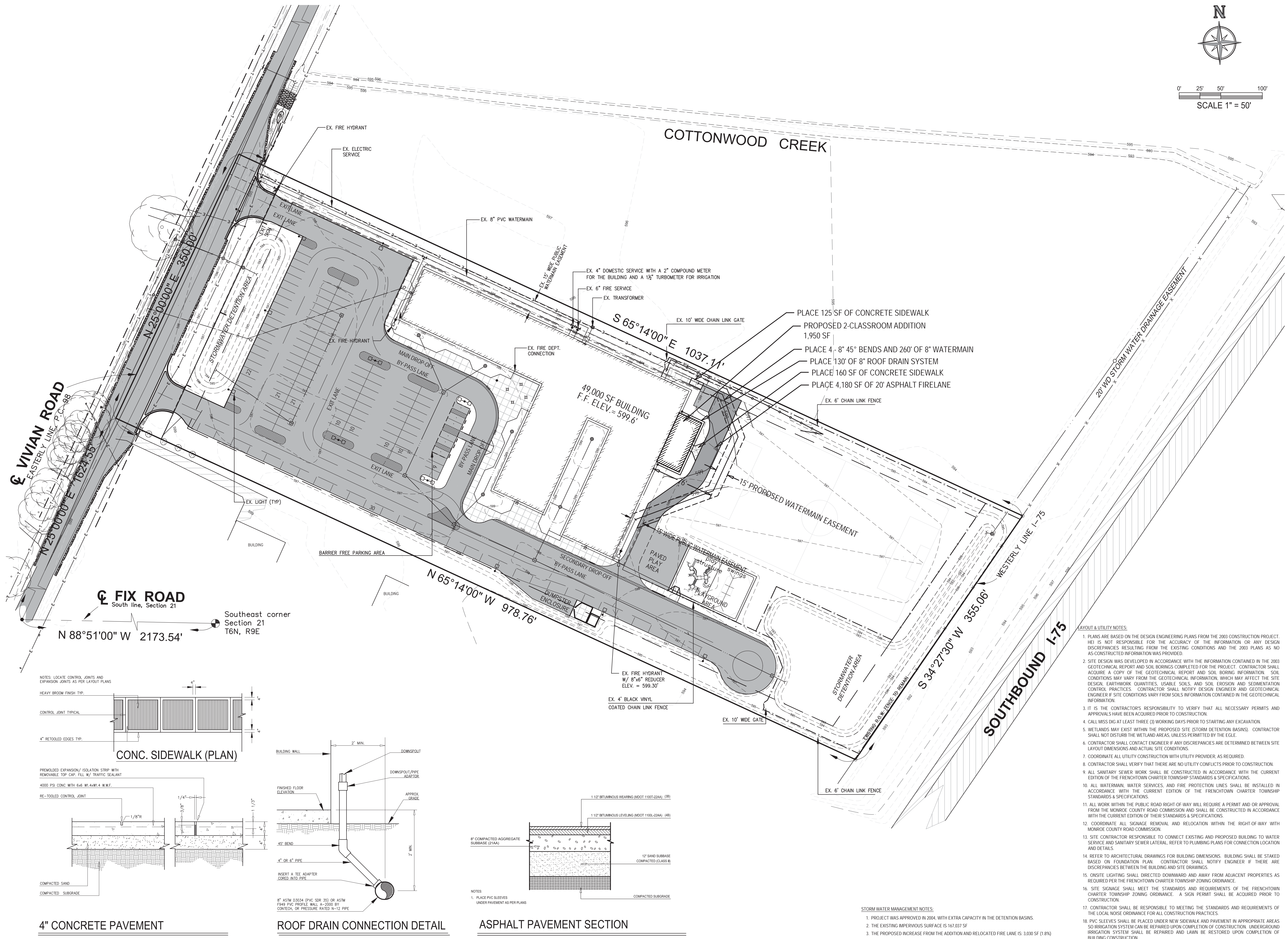
4. In addition, the Academy and the College Board hereby acknowledge and agree that this Contract is being issued to the Academy with the understanding that the Academy cannot conduct classes as a public school academy in this state until it has obtained the necessary fire, health and safety approvals for the above-described proposed physical facility. These approvals must be provided and be acceptable to the College Board or its designee prior to the Academy operating as a public school. In cases of disagreement, the Academy may not begin operations without the consent of the College Board.

5. If the Proposed Site described above is not used as the physical facilities for the Academy, then Schedule 6 of this Contract between the Academy and the College Board must be amended pursuant to Article IX of the Terms and Conditions of Contract, to designate, describe, and agree upon the Academy's physical facilities. The Academy must submit to the College

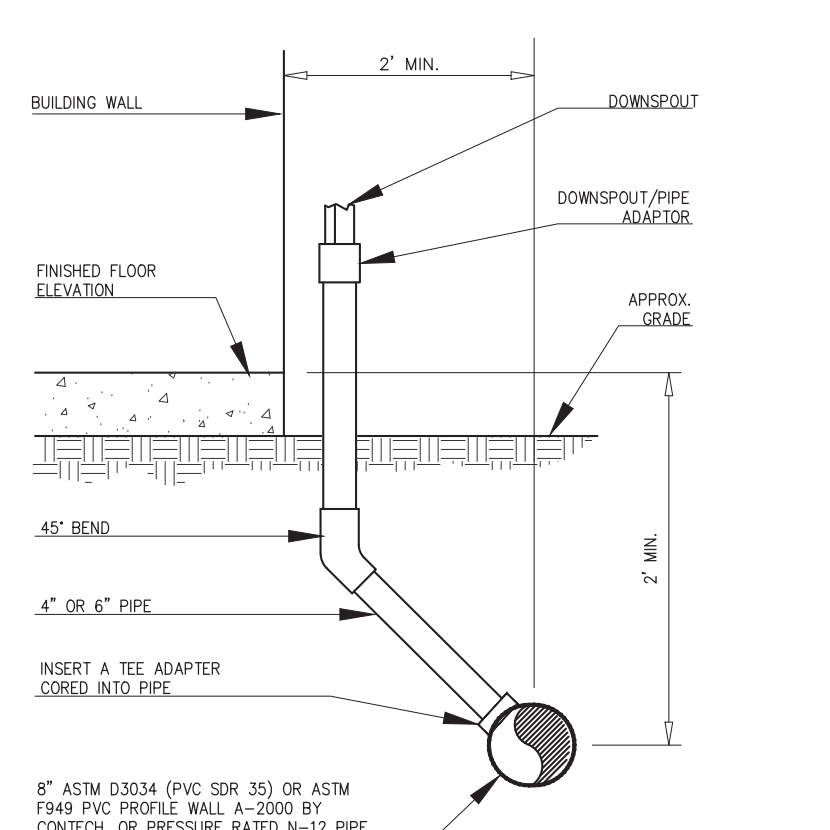
Board or its designee complete information about the new site to be actually used. This information includes that described in paragraphs 2, 3 and 4 of this Schedule 6. It is acknowledged and agreed that the public school academy cannot conduct classes as a public school in this state until it has submitted all the information described above, to the satisfaction of the College, and the amendment regarding the new site has been executed.

6. The Academy agrees to comply with the single site restrictions contained in this Schedule 6 for the configuration of grade levels identified at the site. Any change in the configuration of grade levels at the site requires an amendment to this Schedule 6 pursuant to Article IX of the Terms and Conditions of Contract set forth above.

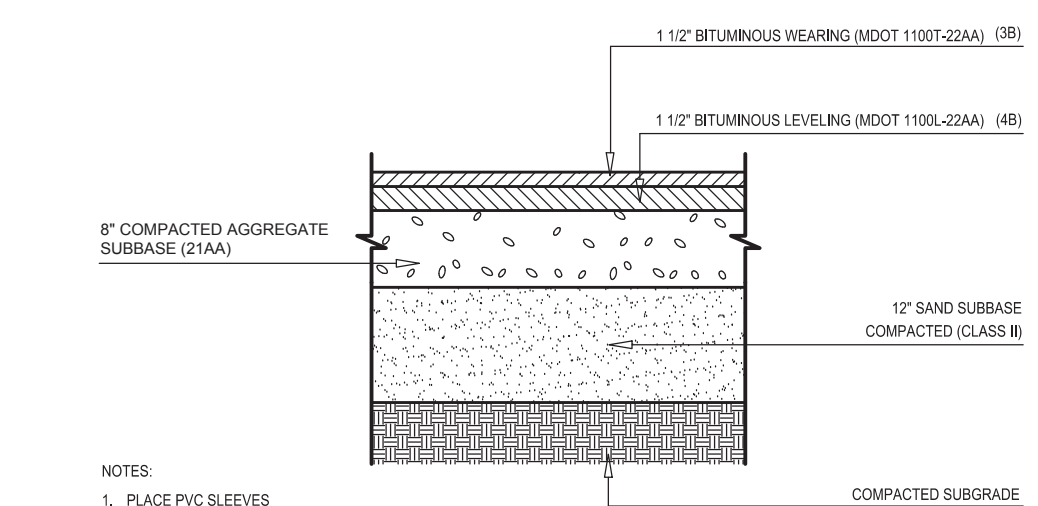




4" CONCRETE PAVEMENT



ROOF DRAIN CONNECTION DETAIL



ASPHALT PAVEMENT SECTION

- STORM WATER MANAGEMENT NOTES:**
1. PROJECT WAS APPROVED IN 2004, WITH EXTRA CAPACITY IN THE DETENTION BASINS.
  2. THE EXISTING IMPERVIOUS SURFACE IS 167,037 SF
  3. THE PROPOSED INCREASE FROM THE ADDITION AND RELOCATED FIRE LANE IS: 3,030 SF (1.8%)

- LAYOUT & UTILITY NOTES:**
1. PLANS ARE BASED ON THE DESIGN ENGINEERING PLANS FROM THE 2003 CONSTRUCTION PROJECT. HEI IS NOT RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION OR ANY DESIGN DISCREPANCIES RESULTING FROM THE EXISTING CONDITIONS AND THE 2003 PLANS AS NO AS-CONSTRUCTED INFORMATION WAS PROVIDED.
  2. SITE DESIGN WAS DEVELOPED IN ACCORDANCE WITH THE INFORMATION CONTAINED IN THE 2003 GEOTECHNICAL REPORT AND SOIL BORINGS COMPLETED FOR THE PROJECT. CONTRACTOR SHALL ACQUIRE A COPY OF THE GEOTECHNICAL REPORT AND SOIL BORING INFORMATION. SOIL CONDITIONS MAY VARY FROM THE GEOTECHNICAL INFORMATION, WHICH MAY AFFECT THE SITE DESIGN, EARTHWORK QUANTITIES, USABLE SOILS, AND SOIL EROSION AND SEDIMENTATION CONTROL PRACTICES. CONTRACTOR SHALL NOTIFY DESIGN ENGINEER AND GEOTECHNICAL ENGINEER IF SITE CONDITIONS VARY FROM SOILS INFORMATION CONTAINED IN THE GEOTECHNICAL INFORMATION.
  3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THAT ALL NECESSARY PERMITS AND APPROVALS HAVE BEEN ACQUIRED PRIOR TO CONSTRUCTION.
  4. CALL MISS DIG AT LEAST THREE (3) WORKING DAYS PRIOR TO STARTING ANY EXCAVATION.
  5. WETLANDS MAY EXIST WITHIN THE PROPOSED SITE (STORM DETENTION BASINS). CONTRACTOR SHALL NOT DISTURB THE WETLAND AREAS, UNLESS PERMITTED BY THE GLE.
  6. CONTRACTOR SHALL CONTACT ENGINEER IF ANY DISCREPANCIES ARE DETERMINED BETWEEN SITE LAYOUT DIMENSIONS AND ACTUAL SITE CONDITIONS.
  7. COORDINATE ALL UTILITY CONSTRUCTION WITH UTILITY PROVIDER, AS REQUIRED.
  8. CONTRACTOR SHALL VERIFY THAT THERE ARE NO UTILITY CONFLICTS PRIOR TO CONSTRUCTION.
  9. ALL SANITARY SEWER WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT EDITION OF THE FRENCHTOWN CHARTER TOWNSHIP STANDARDS & SPECIFICATIONS.
  10. ALL WATERMAIN, WATER SERVICES, AND FIRE PROTECTION LINES SHALL BE INSTALLED IN ACCORDANCE WITH THE CURRENT EDITION OF THE FRENCHTOWN CHARTER TOWNSHIP STANDARDS & SPECIFICATIONS.
  11. ALL WORK WITHIN THE PUBLIC ROAD RIGHT-OF-WAY WILL REQUIRE A PERMIT AND OR APPROVAL FROM THE MONROE COUNTY ROAD COMMISSION AND SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT EDITION OF THEIR STANDARDS & SPECIFICATIONS.
  12. COORDINATE ALL SIGNAGE REMOVAL AND RELOCATION WITHIN THE RIGHT-OF-WAY WITH MONROE COUNTY ROAD COMMISSION.
  13. SITE CONTRACTOR RESPONSIBLE TO CONNECT EXISTING AND PROPOSED BUILDING TO WATER SERVICE AND SANITARY SEWER LATERAL. REFER TO PLUMBING PLANS FOR CONNECTION LOCATION AND DETAILS.
  14. REFER TO ARCHITECTURAL DRAWINGS FOR BUILDING DIMENSIONS. BUILDING SHALL BE STAKED BASED ON FOUNDATION PLAN. CONTRACTOR SHALL NOTIFY ENGINEER IF THERE ARE DISCREPANCIES BETWEEN THE BUILDING AND SITE DRAWINGS.
  15. ONSITE LIGHTING SHALL DIRECTED DOWNWARD AND AWAY FROM ADJACENT PROPERTIES AS REQUIRED PER THE FRENCHTOWN CHARTER TOWNSHIP ZONING ORDINANCE.
  16. SITE SIGNAGE SHALL MEET THE STANDARDS AND REQUIREMENTS OF THE FRENCHTOWN CHARTER TOWNSHIP ZONING ORDINANCE. A SIGN PERMIT SHALL BE ACQUIRED PRIOR TO CONSTRUCTION.
  17. CONTRACTOR SHALL BE RESPONSIBLE TO MEETING THE STANDARDS AND REQUIREMENTS OF THE LOCAL NOISE ORDINANCE FOR ALL CONSTRUCTION PRACTICES.
  18. PVC SLEEVES SHALL BE PLACED UNDER NEW SIDEWALK AND PAVEMENT IN APPROPRIATE AREAS SO IRRIGATION SYSTEM CAN BE REPAIRED UPON COMPLETION OF CONSTRUCTION. UNDERGROUND IRRIGATION SYSTEM SHALL BE REPAIRED AND LAWN BE RESTORED UPON COMPLETION OF BUILDING CONSTRUCTION.

**HOLLAND**  
ENGINEERING

220 Hoover Boulevard  
Holland, Michigan 49423-3766  
www.hollandengineering.com  
T 616-392-5938 F 616-392-2116

The Surveyors / Engineers liability for any and all claims, including but not limited to those arising from the negligence, gross negligence, or misrepresentations shall be deemed limited to an amount no greater than the service fees.

**NATIONAL HERITAGE ACADEMIES**

ATTN: MR. JACQUES SOUMIS  
3850 BROADMOOR SE  
GRAND RAPIDS, MI 49512

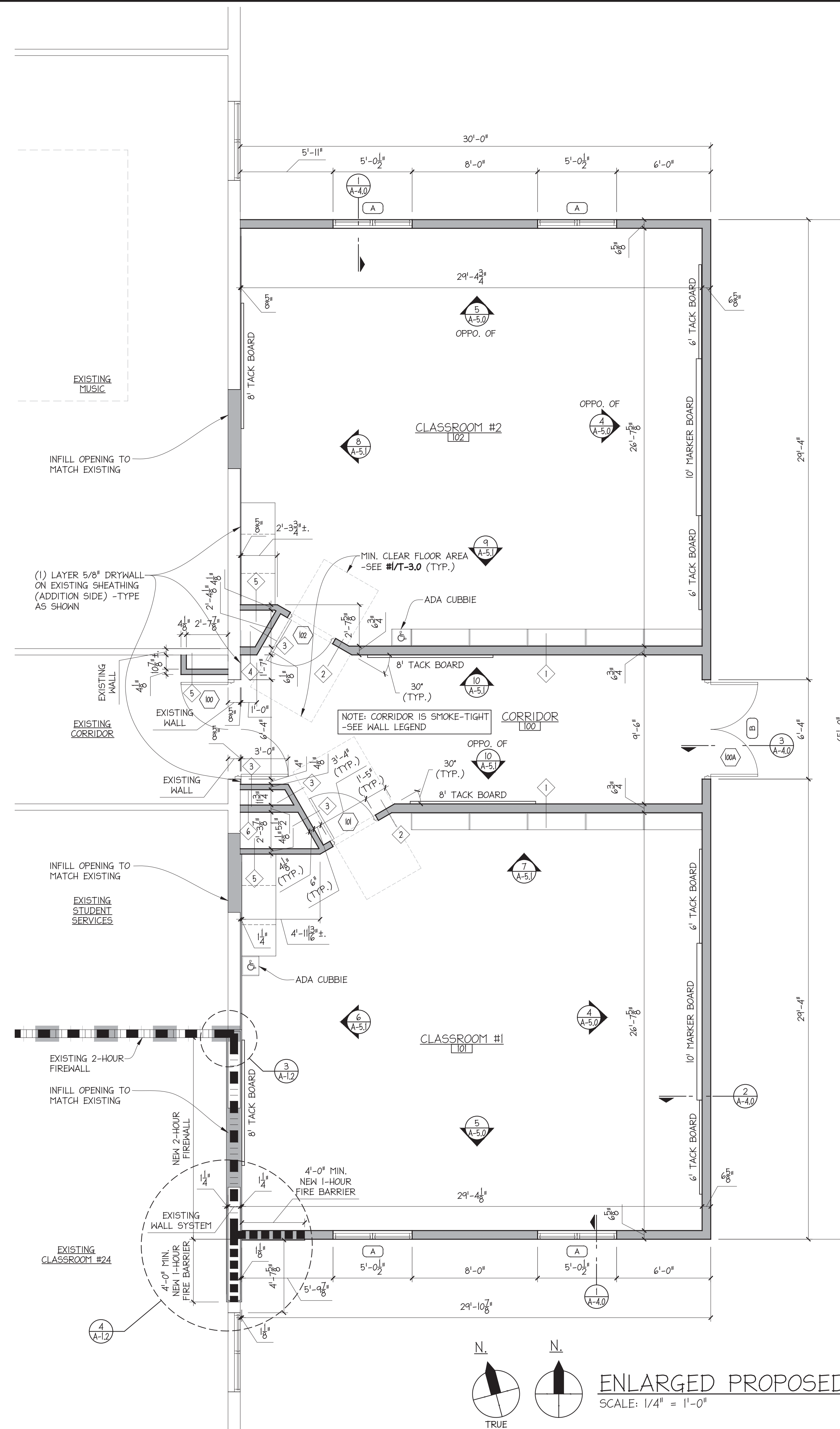
**Triumph Academy**

3000 Vivian Road  
Monroe, Michigan 48162  
Pt of the SE 1/4 of Sec 21, T6S, R9E  
Frenchtown Twp, Monroe Co, Michigan

Issued for:	No.	Description	
	A	CLIENT REVIEW	
	B	PERMITS	
	C	CONSTRUCTION	
Date	02/13/2020	02/24/2020	03/02/2020
Project Manager	BRUCE ZEINSTRA, LLA		
Vertical Datum	LOCAL	Horizontal Datum	LOCAL
Drawn by	BRUCE ZEINSTRA, LLA		
Checked by	Survey	Date	
Civil			
Struc.			
L. A.			
HEI Project Number	20-02-006		
Sheet Title	SITE LAYOUT PLAN		
Sheet No.	C-101		

6-3





ENLARGED PROPOSED FLOOR PLAN

SCALE: 1/4" = 1'-0"

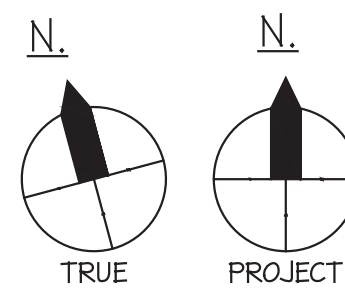
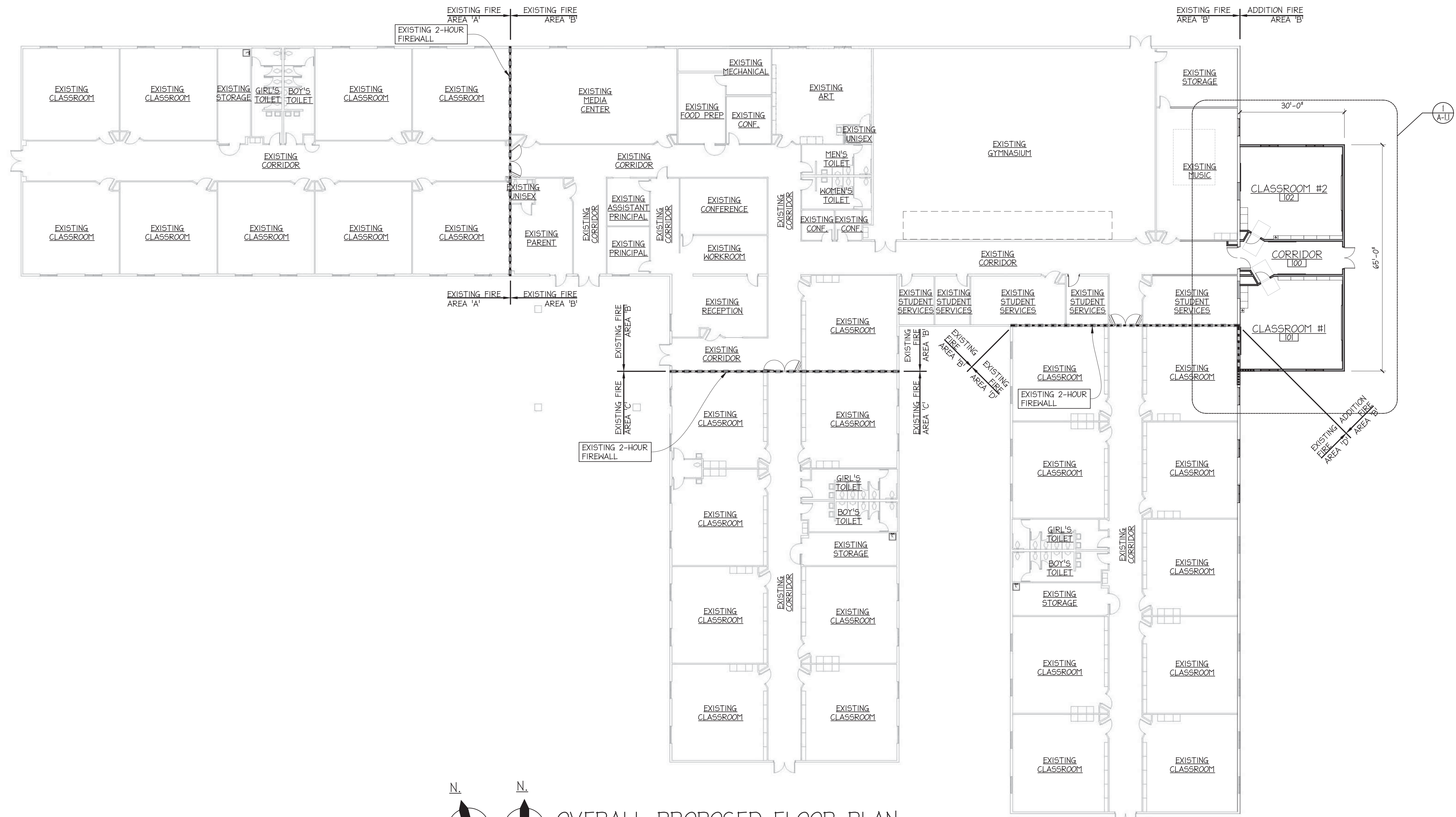


NATIONAL HERITAGE ACADEMIES  
TRIUMPH - CLASSROOM ADDITION  
3000 VIVIAN ROAD  
MONROE, MICHIGAN 48162  
ENLARGED PROPOSED FLOOR PLAN

DATE	DESCRIPTION
07/05/20	OWNER REVIEW
07/20/20	PERMIT & CONSTRUCTION

PROJECT NO: 19-129  
SHEET: A-1.1  
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# OVERALL PROPOSED FLOOR PLAN

SCALE: 1/16" = 1'-0"



NATIONAL HERITAGE ACADEMIES  
TRIUMPH - CLASSROOM ADDITION  
3000 VIVIAN ROAD  
MONROE, MICHIGAN 48162  
OVERALL PROPOSED FLOOR PLAN

DATE	DESCRIPTION
07/09/20	OWNER REVIEW
07/20/20	PERMIT & CONSTRUCTION

PROJECT NO: 19-129

SHEET: A-1.0

THIS DRAWING IS THE SOLE COPYRIGHT PROPERTY OF ANDRUS ARCHITECTURE AND SHALL NOT BE USED OR REPRODUCED WITHOUT WRITTEN CONSENT.





## LEASE

THIS LEASE ("**Lease**") by and between National Heritage Academies, Inc., a Michigan corporation, of 3850 Broadmoor SE, Ste. 201, Grand Rapids, Michigan 49512 ("**Landlord**"), and Triumph Academy, a body corporate and public school academy chartered under the laws of the State of Michigan, having an address of 3000 Vivian Road, Monroe, Michigan 48162 ("**Tenant**") is effective the 1st day of July 2020, (the "**Effective Date**"). For purposes of this Lease, Landlord and Tenant shall be referred to collectively as the "**Parties**."

## RECITALS

A. Landlord (defined in Section 22.5), as tenant, and Charter Development, LLC, as landlord (together with its successors, assigns and successors in interest, the "**Master Landlord**") are party to that certain Master Lease Agreement effective January 1, 1999, as amended (the "**Master Lease**").

B. Landlord and Master Landlord amended the Master Lease to subject the Premises thereto and Landlord has the authority under the Master Lease to sublease the Premises to Tenant.

C. Tenant desires to continue subleasing the Premises from Landlord, and Landlord desires to so sublease the Premises to Tenant, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth above and herein, Landlord and Tenant agree as follows:

## ARTICLE 1

### The Premises and Other Agreements.

1.1 Premises. Landlord hereby leases to Tenant, on the terms and conditions hereinafter set forth, the real estate located in the Township of Frenchtown, Monroe County, Michigan with an address of 3000 Vivian Road, Monroe, Michigan 48162 and more particularly described on Exhibit "A" attached hereto (the "**Land**"), and all improvements located on the Land (the Land and such improvements as they may exist from time to time, hereinafter referred to as the "**Premises**").

1.2 Master Lease. This Lease is subordinate and subject to the Master Lease. Landlord represents and warrants to Tenant that the terms of this Lease are not inconsistent with the terms of the Master Lease, and Tenant's compliance with the terms of this Lease will not constitute a breach of the terms of the Master Lease. Landlord hereby indemnifies Tenant against all liability, judgments, damages, claims, costs and expenses, including, without limitation, reasonable attorneys' fees arising out of or relating to Landlord's breach of the covenants, representations or warranties under the Master Lease.



1.3 Services Agreement. In accordance with the terms and conditions of that certain “**Services Agreement**” of even or similar date herewith, by and between Landlord and Tenant, Landlord has contractually agreed to manage and operate the Premises and the school located on the Premises, and in connection with the same, Landlord is obligated to fulfill certain obligations assigned to Tenant under the terms of this Lease (the “**Services Obligations**”). In the event that Landlord fails to timely perform or fulfill one or more of the Services Obligations and said failure (a) is not otherwise excused, or subject to notice and an unexpired cure period, by the terms of the Services Agreement, and (b) is not due to the fault of Tenant, then said failure, in and of itself, shall not be deemed to be a Default by Tenant under the terms of this Lease. The foregoing sentence shall be of no further force and effect in the event of expiration or termination of the Services Agreement for any reason.

## ARTICLE 2

### Term.

2.1 Initial Term and Renewals. The “**Initial Term**” of this Lease shall commence on July 1, 2020 and shall terminate effective June 30, 2021 (the “**Initial Term Expiration**”), unless sooner terminated as hereinafter set forth. Provided that (a) Tenant is not then in Default under this Lease, or the Academy’s Charter Contract issued by BMCC (“**Contract**”)” (as defined in Section 13.1.D. below), and (b) this Lease and the Contract are still in full force and effect, then, unless a Notice of Non-Renewal is sent as provided below, on the Initial Term Expiration (and each anniversary thereof, during the Term of this Lease), this Lease shall be automatically renewed for successive one (1) year terms, upon the same terms and conditions as contained herein. The “**Term**” of this Lease shall mean the Initial Term and every renewal term entered into by Landlord and Tenant. The term “**Upcoming Expiration Date**” shall mean the Initial Term Expiration, or if the Initial Term Expiration has occurred, then the upcoming anniversary of the Initial Term Expiration. If either party, in its sole discretion, does not wish for this Lease to automatically renew, then at least one hundred eighty (180) days prior to the Upcoming Expiration Date, such party must notify the other party in writing that it does not wish the Term to be renewed (a “**Notice of Non-Renewal**”). Upon the timely delivery of a Notice of Non-Renewal, this Lease shall terminate on the Upcoming Expiration Date. If either party defaults under Article 13 of the Lease, the Term shall automatically end at the expiration of the then current one year Term and the Notice of Non-Renewal requirement shall be waived.

Notwithstanding the foregoing, if the Contract is suspended, revoked or terminated, or a new Contract is not issued to the Tenant after expiration of the Contract, this Lease, together with all Rent obligations arising after the termination date, shall automatically be suspended or terminated, as the case may be, on the same date as the Contract is suspended, revoked, terminated or expires without further action of the parties. To the extent that Landlord has collected prepaid Rent, it shall be returned to Tenant.

## ARTICLE 3

### Rent.

3.1 Annual Rent. Tenant hereby leases said Premises for the Term above stated and agrees to pay Landlord annual rent of Eight Hundred Twenty-Two Thousand Two Hundred Forty and No/100 Dollars (\$822,240.00), (“**Annual Rent**”) in twelve (12) equal monthly installments of Sixty-Eight Thousand Five Hundred Twenty and No/100 Dollars (\$68,520.00) (each, a “**Monthly Installment**”) each payable to Landlord (or to such other “Person” (defined in Section 22.9) or agent as Landlord may specify by written notice to Tenant) in advance on the first day of each calendar month during the Term. The term “**Lease Year**” is defined to mean any twelve month period from July 1 to June 30 of the following year, during the Term. If the Term ends before the end of a Lease Year, Annual Rent shall be prorated on a daily basis and paid in advance by Tenant on the first day of the last calendar month during the Term. Annual Rent may be adjusted upon determination of final costs for acquisition and construction of the Premises.

3.2 Additional Rent. Any amounts due from Tenant to Landlord hereunder, other than Annual Rent, shall constitute “**Additional Rent.**” Additional Rent shall, unless expressly provided to the contrary in this Lease, be payable from Tenant to Landlord on the same terms that Annual Rent is payable, with the next payment of the Monthly Installment coming due hereunder. Annual Rent and Additional Rent may be referred to collectively herein as “**Rent**”.

3.3 Payments. All Rent shall be paid to Landlord at Landlord’s address as set forth in the introductory paragraph hereof, or at such other address as Landlord may designate in writing. This Lease is a triple net lease and Rent shall be paid without setoff, counterclaim, recoupment, abatement, suspension, or deduction, except as expressly provided for herein. This Lease shall not terminate, nor shall Tenant have any right to terminate this Lease during the Term (except as otherwise expressly provided herein), nor shall Tenant be entitled to any abatement, deduction, deferment or reduction of Annual Rent hereunder (except as otherwise expressly provided herein), nor shall the obligations of Tenant under this Lease be affected by any interference with Tenant’s use of the Premises unless caused by Landlord or Master Landlord. It is the intention of the Parties hereto that the obligation of Tenant to pay Rent hereunder shall be separate and that the Rent shall continue to be payable in all events and that the obligations of Tenant hereunder shall continue unaffected, unless the requirement to pay or perform the same shall have been terminated pursuant to an express provision of this Lease.

3.4 Capital Improvements. In the event Landlord desires or is required to make future economic investments (a) in capital improvements to the Premises for any of the “Approved Purposes” (defined herein), or (b) in acquiring additional property for the Premises with prior Board approval, then the Landlord shall notify the Board and provide the Board with the estimated amount of the capital improvement. With prior approval of the Board, Annual Rent may be adjusted by amendment to this Lease as of the immediately following July 1 in the Term to compensate Landlord for such additional economic investment upon presentation of documentation of actual costs of the improvements. “**Approved Purposes**” shall mean any of the following purposes: (i) to comply with “Legal Requirements” (defined in Section 22.6); or (ii) to comply with Landlord’s safety and security requirements.

## ARTICLE 4

### Use, Occupancy and Purpose.

#### 4.1 Permitted Uses.

A. Tenant shall use the Premises solely for operating a publicly chartered school or academy for grades kindergarten through 8<sup>th</sup> grade, and for ancillary or directly related uses. No provision of this Lease shall interfere with the Tenant's governing board's exercise of its statutory, contractual and fiduciary responsibilities governing the operation of the Academy.

B. Any other use of the Premises must be approved by Landlord in advance in writing.

#### 4.2 Prohibited Uses.

A. Tenant shall not use or allow the use of the Premises for any unlawful purpose, nor shall Tenant allow the Premises to be used in violation of the Contract.

B. Tenant shall not allow the Premises to be used in violation of any public law, ordinance, rule or regulation, or in violation of any certificate of occupancy or certificate of compliance covering or affecting the Premises, or any part thereof. Tenant shall not suffer any act to be done or any condition to exist on the Premises or any part thereof which may in law constitute a nuisance, public or private, or which may make void or voidable, or increase premiums for, any insurance with respect thereto. Tenant shall not commit any waste, damage, or injury of or to the Premises or the fixtures or any part thereof and shall take all reasonable precautions and actions to prevent others from committing any of the foregoing.

C. Tenant covenants unto Landlord that during the Term, no part of the Premises shall be used for: the operation of any (i) private or commercial golf course, (ii) country club, (iii) massage parlor, hot tub facility, or suntan facility (iv) race track or other facility used for gambling, or (v) store the principal business of which is the sale of alcoholic beverages for consumption off premises; or the rental to others of residential property (as defined in Section 168(e)(2)(A) of the Internal Revenue Code).

D. Notwithstanding anything contained in this Lease to the contrary, in the event of a breach of any of the covenants contained in this Section 4.2, Landlord may immediately terminate this Lease by written notice to Tenant.

4.3 Educational Program. Tenant shall neither use the Premises nor allow the Premises to be used at any time during the Term in a manner that interferes with the performance of Landlord's obligations under the Services Agreement, including without limitation, the implementation and delivery of the Educational Program at the Premises. Tenant acknowledges that the terms of the preceding sentence are intended to allow Landlord to restrict access to certain portions of the Premises at certain times provided such access restriction is at all times consistent



with the implementation and delivery of the Educational Program and the Board adopted facility use policy.

## ARTICLE 5

### Utilities.

5.1 Utility Connections; Utility Service. Landlord represents and warrants that construction of the Premises pursuant to Section 9.1 shall include provision of connections for all utility services necessary to the operation of a school at the Premises. Utility services, including without limitation gas, electricity, light, heat, water, sewage and telephone or other communication services, shall be contracted for and paid for by Tenant.

5.2 Disclaimers. Unless due to the gross negligence or willful misconduct of Landlord shall not be liable for (i) any failure of water supply or electric current or any service by any utility provider or local government, or (ii) injury to persons, including death, or damage to property resulting from steam, gas, electricity, water, rain or snow which may flow or leak from any part of the Premises or from any pipes, appliances or plumbing works from the street or subsurface or from any other place. Any express or implied rights, easements or licenses for view purposes or for the passage of light and air are hereby expressly disclaimed by Tenant. Except as otherwise expressly provided in this Lease or as may be provided in the Services Agreement, Landlord shall have no obligation to provide any services to Tenant or to the Premises.

5.3 Modifications and Replacements. If the existing services are required to be modified or replaced for any reason by any utility company or authorized agency, governmental or otherwise, then Tenant shall make such modifications or replacements at Tenant's expense and shall save Landlord harmless therefrom, unless changes are the result of actions by Landlord.

## ARTICLE 6

### Taxes.

6.1 Payment by Tenant. Tenant shall pay all (a) taxes levied on or assessed against the Premises during the Term, (b) special assessments levied on or assessed against the Premises during the Term that become due and payable during the term of this Lease, and (c) other similar charges levied on or assessed against the Premises during the Term and that become due and payable during the term of this Lease, except income and other taxes assessed against or by reason of Landlord's reversionary interest in or income from the Premises (the "**Taxes**"), (i) prior to the date on which any penalties, interest or late charges would apply, and to save Landlord harmless from the payment thereof, or (ii) to Landlord, in accordance with the terms of Section 6.4, provided Landlord makes the demand on Tenant required in Section 6.4. Taxes for the first and last year of the Term or any extension or renewal thereof shall be prorated on the basis of the fiscal period for which such tax is assessed.

6.2 Landlord's Option to Pay. If at any time after any tax, assessment or similar charge so charged or assessed against said Premises shall become due or payable and Tenant shall neglect

or fail to pay the same, Landlord, without being obligated to do so, may pay the same at any time thereafter, and the amount of any and all such payments so made by Landlord shall be and is hereby declared to be payable as Additional Rent with the next Monthly Installment due hereunder.

6.3 Payment at End of Term. At the termination of this Lease by lapse of time or otherwise, all Taxes payable by Tenant under the provisions of this Article 6 shall be paid by Tenant to Landlord.

6.4 Monthly Installments. Upon demand of Landlord, (i) Tenant shall pay as Additional Rent, in addition to each Monthly Installment due hereunder, a sum equivalent to one-twelfth of the amount estimated by Landlord to be sufficient to enable Landlord to pay at least thirty (30) days before they become due, all such taxes, assessments and other charges, and (ii) Tenant will deliver and pay over to Landlord such additional sums as are necessary to make up any deficiency in the amount necessary to enable Landlord to fully pay such taxes, assessments and other charges. Any such tax payments from Tenant may be commingled with the general funds of Landlord and no interest shall be payable in respect thereof. If Landlord receives tax payments from Tenant in accordance with this Section, then Landlord shall pay the full amount of taxes, assessments and other charges when due to the appropriate taxing authorities. In the event Tenant's tax payments under this Section are in any way insufficient to pay the full amount of taxes, assessments and other charges when due to the appropriate taxing authorities, then Tenant shall pay to Landlord, as Additional Rent, any shortfall within thirty (30) days of receiving a demand therefor from Landlord.

6.5 Non-Real Property Taxes. In the event that the City, County, State, or any other political subdivision that has taxing authority over the Premises shall, during the Term, impose upon Landlord any tax or other governmental charge in lieu of all or any part of the Taxes (a "**Non-Real Property Tax**"), such Non-Real Property Tax shall, for purposes of this Section, be treated as if it were included in the Taxes. Landlord agrees to furnish to Tenant upon request a separate accounting and supporting documentation of each Non-Real Property Tax.

6.6 Receipts. Upon demand of Landlord within ninety (90) days after the date all or any part of the Taxes are payable by Tenant, Tenant shall provide to Landlord official receipts of the appropriate taxing authority or other proof satisfactory to Landlord of the payment of such Taxes.

## ARTICLE 7

### **Insurance.**

7.1 Tenant and Lessor separately will cause to be maintained policies of fire and extended coverage insurance on all buildings, structures, fixtures and improvements now or hereafter situated on the Premises and all other property leased hereunder in their full replacement cost. Such policies shall have no greater than eighty (80%) percent co-insurance provision and shall contain the standard "agreed amount" clause for evaluating replacement cost. Such policies shall name Tenant, Landlord, other parties designated by Landlord and the "first mortgagee" (defined in Section 22.3) as their interests may appear as insureds and such insurance shall be carried by an insurance company or companies approved by Landlord and the first mortgagee.

Tenant shall make available to Landlord on request copies of said policies. Notwithstanding the aforesaid, in no event shall the manner, forms, companies, sums or length of terms be less than that required by the first mortgagee according to the terms and provisions of the "first mortgage" (defined in Section 22.2).

7.2 Each such policy shall include: (i) a standard mortgagee clause in favor of the first mortgagee; (ii) a provision to the effect that the waiver of subrogation rights by the insured does not void the coverage; (iii) a provision that the policy shall not be changed or canceled without at least thirty (30) days' prior written notice to Landlord and the first mortgagee; and (iv) a provision that any forfeiture of the policy due to an act of Tenant shall not affect the validity insofar as Landlord or the first mortgagee are concerned.

7.3 From time to time as required by Landlord or the first mortgagee, Tenant at its expense, shall obtain from an engineer or appraiser, in the regular employ of the insurer, or an appraiser, engineer, architect or contractor designated by Tenant and approved by Landlord and the insurer, such evidence as may be required by such insurer to maintain the "agreed amount" clause eliminating the possibility of any co-insurance penalty.

7.4 If Tenant shall refuse or fail to so insure and keep insured the Premises and keep such policies in Landlord's and first mortgagee's possession, Landlord may at its election procure and from time to time renew such insurance, and the amounts expended therefore shall be Additional Rent due from Tenant with the next installment of Rent accruing hereunder and may be collected in the same manner as though Rent due hereunder.

7.5 Upon demand from Landlord, Tenant shall pay in advance as Additional Rent, a sum equivalent to one-twelfth of the amount estimated by Landlord to be sufficient to enable Landlord to pay at least thirty (30) days before they become due all insurance premiums on all policies of insurance required or allowed to be carried by Tenant hereunder. Such Additional Rent may be commingled with the general funds of Landlord and no interest shall be payable in respect thereof. Upon demand by Landlord, Tenant will pay Landlord, as Additional Rent, such additional sums as are necessary to make any deficiency in the amount necessary to enable Landlord to fully pay such premiums.

7.6 Landlord shall have no liability for damage to or loss of personal property located upon the Premises, unless and to the extent caused by Landlord.

## ARTICLE 8

### **Casualty; Restoration.**

8.1 If the Premises are damaged by fire or other casualty (a "**Casualty**"), Tenant shall give immediate written notice thereof to Landlord and the first mortgagee ("**Tenant's Casualty Notice**"). Landlord shall, within 60 days after receipt of Tenant's Casualty Notice, deliver to Tenant a good faith estimate (the "**Damage Notice**") of the time needed to repair the damage caused by such Casualty ("**Restoration**").



If the Premises is damaged by Casualty such that Tenant is prevented from conducting its business in the Premises in a manner reasonably comparable to that conducted immediately before such Casualty and Landlord estimates that the damage caused thereby cannot be repaired within 210 days after the commencement of repairs (the “**Repair Period**”), then Tenant may terminate this Lease by delivering written notice to Landlord of its election to terminate within 30 days after the Damage Notice has been delivered to Tenant.

If a Casualty occurs and (1) Landlord estimates that the damage cannot be repaired within the Repair Period, (2) regardless of the extent of damage, (a) the damage occurs during the last twelve (12) months of the Term or (b) the damage is not fully covered by Tenant’s insurance policies or any insurance Landlord may carry on the Premises or (c) Landlord makes a good faith determination that restoring the damage would be uneconomical, or (3) Landlord is required to pay any insurance proceeds arising out of the Casualty to a first mortgagee, then, in any such case, Landlord may terminate this Lease by giving written notice of its election to terminate within 30 days after the Damage Notice has been delivered to Tenant.

If neither party elects to terminate this Lease following a Casualty, then Landlord shall, within a reasonable time after such Casualty, begin to repair the Premises and shall proceed with reasonable diligence to restore the Premises to substantially the same condition as they existed immediately before such Casualty; however, Landlord shall not be required to repair or replace any improvements, alterations or betterments made by Tenant within the Premises (which shall be promptly repaired and restored by Tenant at Tenant’s sole cost and expense) or any furniture, equipment, trade fixtures or personal property of Tenant or others in the Premises or the Project, and Landlord’s and Tenant’s obligations to repair or restore the Premises shall be limited to the extent of the insurance proceeds actually received by Landlord and Tenant respectively for the Casualty in question. If this Lease is terminated under the provisions of this Article 8, Landlord shall be entitled to the full proceeds of the insurance policies providing coverage for all alterations, improvements and betterments in the Premises (and, if Tenant has failed to maintain insurance on such items as required by this Lease, Tenant shall pay Landlord an amount equal to the proceeds Landlord would have received had Tenant maintained insurance on such items as required by this Lease).

8.2 Rent insurance proceeds, if payable, shall be applied by Tenant to the payment of, when and as due and payable, the installments of Rent and other payments due under this Lease until Restoration has been completed or until the Lease is terminated pursuant to any of the terms hereof. The balance, if any, of such proceeds shall be paid to Tenant or as Tenant may direct.

8.3. During any period of Restoration, Rent shall abate in proportion to the portion of the Premises that cannot be used for school purposes in Tenant’s reasonable determination.

## **ARTICLE 9**

### **Care of Premises.**

9.1 Landlord shall cause the school building on the Premises to be constructed and maintained in a good and workmanlike manner, and in compliance with all Legal Requirements.

Landlord shall upon reasonable request make available to the Tenant's independent auditor and the Charter School Office of Tenant's Authorizer, records in Landlord's possession relating to the building and mechanical systems of the Premises and other records Landlord is required to maintain and disclose under the terms of this Lease. Tenant will accept the possession of the Premises and keep the Premises in good condition and repair, and will yield and deliver the same to Landlord at the expiration or termination of the Lease in as good a condition as when taken, reasonable use and wear thereof, and damages thereto by Landlord or its agents or invitees, excepted. Tenant shall also maintain all portions of the Premises and adjoining areas in a clean and orderly condition, free of dirt, rubbish, snow, ice and unlawful obstructions, except for those attributable to Landlord's use or action. Tenant may not make any repairs, alterations, additions, changes or improvements to the Premises, except as described above in Section 5.3, without the written consent of Landlord. All repairs, alterations, changes or improvements shall be completed and maintained by Tenant in good workmanlike condition, free and clear of all liens and encumbrances arising out of such work. In the event Landlord procures equipment, materials and supplies from third parties at Tenant's request using funds from the Board Spending Account (as defined in the Services Agreement), then as to the purchase of such equipment, materials and supplies Landlord (i) shall comply with any applicable competitive bidding laws, and (ii) shall not charge Tenant any fees or charges for Landlord's having procured such equipment, materials and supplies, provided, however, that the foregoing will not prohibit Landlord from charging Tenant for any actual costs incurred, including but not limited to taxes, shipping, permits, installation and other similar expenses.

9.2 Without limiting the rights granted to Landlord under Article 4 of this Lease, Landlord shall have the right to enter upon the Premises for the purpose of making any repairs thereto and performing any work thereon which may be necessary by reason of Tenant's failure to make any such repairs or perform any such maintenance work as provided herein. Except in case of emergency, the privilege and right of entry shall be exercised at reasonable times and at reasonable hours. Tenant shall pay the cost of any such repairs and maintenance work to Landlord, upon demand therefor and upon submission of satisfactory evidence of Landlord's payment of such costs which sums shall constitute Additional Rent.

## **ARTICLE 10**

### **Liability.**

10.1 To the extent permitted by law, Tenant agrees to save Landlord and the first mortgagee harmless from any and all liabilities, losses, damages, penalties, costs and expenses arising from any injury or death to any person or damage to any property in, on, or about the Premises which arise out of (i) gross negligence or willful misconduct of Tenant, or (ii) any noncompliance or breach by Tenant of any of the terms, conditions, warranties, representations, or undertakings made by or applicable to Tenant contained in or made pursuant to this Lease. Tenant agrees to procure at its own expense public liability and property damage, single limit liability insurance for the benefit of Landlord, Tenant and the first mortgagee as their interests may appear, in an amount not less than One Million Dollars (\$1,000,000) to keep such insurance in force during the Term hereof, and to deliver certificates of such coverage to Landlord at least



annually. In the event Tenant defaults as to any such obligations, Landlord may obtain such insurance and charge the cost thereof to Tenant as Additional Rent, payable with the monthly installment next coming due.

10.2 Landlord agrees to save Tenant harmless from any and all liabilities, losses, damages, penalties, costs and expenses arising from (i) any injury or death to any person or damage to any property in, on, or about the Premises to the extent caused by willful misconduct or negligence by Landlord, or (ii) any noncompliance or breach by Landlord of any of the terms, conditions, warranties, representations, or undertakings made by or applicable to Landlord contained in or made pursuant to this Lease. Landlord agrees to procure at its own expense public liability and property damage, single limit liability insurance for the benefit of Landlord and Tenant as their interests may appear, in an amount not less than One Million Dollars (\$1,000,000) to keep such insurance in force during the Term hereof, and to deliver certificates of such coverage to Tenant; Landlord agrees to furnish to Tenant upon request certificates of insurance evidencing such insurance.

10.3 Each party hereto, for itself and its respective successors and assigns (including any person, firm or corporation which may become subrogated to any of its rights), waives any and all rights and claims for recovery against the other party, and its officers, employees, agents, and assigns, or any of them, on account of any loss or damage to any of its property insured under any valid and collectible insurance policy or policies, to the extent of any recovery collectible under such insurance. Notwithstanding the foregoing, this waiver shall not be applicable if it has the effect of invalidating any insurance coverage of Landlord or Tenant.

## **ARTICLE 11**

### **Compliance.**

11.1 During the Term, Tenant shall assure compliance with all Legal Requirements relating to Tenant, the conduct of Tenant's business or pertaining to or otherwise affecting the use of the Premises; and Tenant shall reimburse Landlord for any damages or penalties suffered because of any such noncompliance, to the extent permitted by law. Landlord hereby represents that as of the Effective Date, the Premises is in compliance with all Legal Requirements; and Landlord shall reimburse Tenant for any damages or penalties suffered because of any such noncompliance.

## **ARTICLE 12**

### **Assignment and Subletting.**

12.1 Tenant shall not assign, transfer, sublet or otherwise allow the use by another Person of the Premises or any part thereof or any interest hereunder without first obtaining the written consent of Landlord, which may be withheld by Landlord for any reason. Landlord will not withhold consent unreasonably if the use request is consistent with the Tenant's Facility Use

Policy, which has been created with Landlord's review and approval. Landlord may, in its sole discretion, assign, transfer, pledge and convey its rights, title and interests in the Premises and/or this Lease, without the consent of or notice to Tenant; provided, however, the terms and conditions of this Lease as set forth herein as of the execution date of this Lease shall have not been modified or amended and shall be subject to Section 23.3 hereof. Tenant shall not grant any third party an ongoing right to occupy the Premises without Tenant providing the Landlord and the Director of the Charter School Office of the Authorizer with written notice not less than thirty (30) days prior to such occupancy.

## ARTICLE 13

### Default.

13.1 Tenant shall be in default upon occurrence of any of the following events (any of the following, a "**Default**"):

A. Failure by Tenant to pay any portion of Rent for a period of more than ten (10) days after Tenant receives written notice of such failure to pay from Landlord (a "**Monetary Default**"); provided in no case shall Landlord be obligated to send notice of failure to pay more than twice in any twelve (12) month period.

B. Failure by Tenant to comply with any term, provision, condition or covenant of this Lease (other than a Monetary Default or as specified in Subsection F. below), if such failure is not cured by Tenant within a period of thirty (30) days after Tenant receives written notice from Landlord specifying such failure.

C. Tenant's becoming insolvent, as that term is defined by any federal or state law or regulation (the "**Insolvency Laws**"); the appointment of a receiver or custodian for all or a substantial portion of Tenant's property or assets; the institution of a foreclosure action upon all or a substantial portion of Tenant's real or personal property; the filing of a voluntary petition under the provisions of the Bankruptcy Code or Insolvency Laws; the filing of an involuntary petition against Tenant as the subject debtor under the Bankruptcy Code or Insolvency Laws, which is either not dismissed within sixty (60) days of filing, or results in the issuance of an order for relief against the debtor, whichever is later; or Tenant's making or consenting to an assignment for the benefit of creditors or a common law composition of creditors, or if Tenant's leasehold interest herein shall be levied on execution.

D. Expiration or discontinuance for any reason of the Contract granted to Tenant by its Authorizer, other than an expiration or discontinuance which results in a new Contract effective as of termination of the existing Contract and with terms which would not, in Landlord's opinion, substantially alter Tenant's ability to comply with the terms of the Lease, Services Agreement, or Contract.

E. Failure by Tenant to deliver the certificate required by Section 23.2 within the time required by such Section.

13.2 Landlord's Remedies. Upon the occurrence of any Default and the lapse of any grace or cure periods without cure thereof, Landlord shall have the option to pursue any one or more of the following remedies upon notice to Tenant:

13.2.1. *Termination.* Terminate this Lease or terminate Tenant's right to possession, subject to Tenant's right to stay in possession of the Premises until the end of the current school year in accordance with the Services Agreement, and in either event, accelerate all obligations of Tenant owed to Landlord under the Lease and force Tenant to immediately surrender the Premises to Landlord. Tenant agrees to pay to Landlord on demand the costs which Landlord may suffer by reason of such termination. Immediately, upon any termination, Landlord shall be entitled to recover from Tenant (i) all outstanding and unpaid Rent as of the date of such termination, (ii) the unamortized cost of any initial work performed according to this Lease by Landlord in anticipation of Tenant's occupancy, and (iii) the amount of any Rent that was abated pursuant to this Lease.

13.2.2. *Possession.* Enter upon and take possession of the Premises and expel or remove Tenant and any other person who may be present, without terminating the Lease or being liable for prosecution or any claim for damages, and, if Landlord so elects, relet the Premises on such terms as Landlord may determine.

13.2.3. *Entry.* Enter upon the Premises without being liable for prosecution or any claim for damages, and do whatever Tenant is obligated to do under the terms of this Lease. Tenant agrees to reimburse Landlord on demand for any expenses which Landlord may incur in effecting compliance with Tenant's obligations.

13.2.4. *Mitigation.* Landlord shall have a duty to mitigate damages in the event of a Tenant Default, provided, however, that Landlord shall not be obligated (a) to favor the Premises for re-letting in comparison to other real property owned or leased by Landlord in the vicinity of the Premises, (b) to discount or disregard any of the following factors regarding a potential new tenant for the Premises: term of proposed lease, proposed rent, proposed use and the creditworthiness and reputation of the proposed tenant, or (c) to spend more toward re-letting the Premises than Landlord would spend in leasing real property in the ordinary course of its business.

13.2.5. *Application of Proceeds.* Any proceeds of re-letting the Premises shall be applied to pay (i) first, all costs of Landlord incurred in connection with such re-letting (including without limitation, all costs and expenses of taking possession of the Premises, securing new tenants, including expenses for redecoration, alterations or other upfit costs), (ii) second, any indebtedness of Tenant other than Rent, (iii) third, all then-outstanding Rent due hereunder, and (iv) fourth, any future obligations of Tenant, including without limitation, Rent. Tenant agrees to pay to Landlord on demand any deficiency that may arise by reason of such re-letting within ten (10) days of notice of the same from Landlord, following a re-letting. In the event Tenant pays to Landlord all accelerated sums due, any amounts applicable to Rent following the date of re-letting shall be reimbursed to Tenant as received.



13.3 No termination of this Lease pursuant to this Section or repossession of the Premises or any part thereof or of any other property leased hereunder shall relieve Tenant of its liabilities and obligations under this Lease that accrue during the Term, all of which shall survive any such termination or repossession and, if the Premises or any part thereof shall not have been relet. Landlord shall make a good faith effort to relet the Premises and alleviate Tenant of additional damages. Exercise of any remedy hereunder by Landlord shall not exclude the right to exercise any other remedy hereunder. Notwithstanding any of the foregoing obligations of Tenant stated herein to the contrary, upon termination of this Lease or Tenant's dispossession of the Premises, Tenant will automatically be relieved from and after the date of such termination or dispossession of all personal liability for the performance of any covenants or obligations on the part of Tenant contained in this Lease thereafter to be performed except for those liabilities expressly stated to have survived such termination or dispossession as stated herein.

13.4 To the extent applicable, Tenant has been made aware that Master Landlord as landlord under the Master Lease, or National Heritage Academies, Inc., as tenant under the Master Lease or an Affiliate (defined in Section 22.1) of either or any other Person that enjoys an interest in the Premises seeks the benefits offered pursuant to the U.S. Department of Treasury New Markets Tax Credit program and may pursue other federal, state or city funds, subsidies (including any city real estate tax exemptions or abatements) or loans (collectively, the "**Benefits**") in connection with the use of the Premises, and as a result of the grant of the Benefits, the Premises may be subject to certain use restrictions. Tenant shall have no responsibility and bear no liability for any claims, fees, expenses, costs or other impositions arising from or in connection with the Benefits due to the termination of this Lease or Tenant's dispossession of the Premises.

13.5 Tenant may terminate this Lease, without cost or penalty to the Tenant, in the event that the Tenant is required to close the Premises covered by this Lease (i) pursuant to a notice issued by the Michigan Department of Education under Section 507 of the Code, MCL 380.507; or (ii) pursuant to a reconstitution by the Authorizer pursuant to Section 507 of the Code, MCL 380.507 and the Charter. The Landlord shall have no recourse against the Tenant or Authorizer for implementing the site closure or reconstitution. Nothing in this Section 13.5 shall prevent the Landlord from receiving lease payments owed prior to site closure or reconstitution, or relieve the Tenant from paying any costs or expenses owed under this Lease prior to site closure or reconstitution.

## **ARTICLE 14**

### **Waiver of Breach.**

14.1 No waiver by either party hereto of any breach of any of the terms of this Lease shall be deemed to be a waiver of any other or subsequent breach.

## ARTICLE 15

### **Surrender.**

15.1 Upon the expiration or earlier termination of this Lease, Tenant shall (i) surrender the Premises in broom clean, in good condition, free and clear of all lettings and occupancies, (except those previously approved by Landlord), free and clear of all liens and encumbrances, except that part of the Premises which have been taken through eminent domain, if any, after the delivery hereof, and otherwise in the same condition as Tenant received the Premises on the first day of the Initial Term, except for the following (which are allowed to remain at the Premises): any alterations that Landlord has not required to be removed, normal wear and tear and loss by fire or other casualty losses for which insurance proceeds have been received by Landlord; (ii) surrender all keys for the Premises to Landlord and (iii) inform Landlord of all combinations on locks in the Premises. All installations, alterations, additions and improvements, including partitions which may have been installed by either Landlord or Tenant, shall remain upon the Premises and shall become Landlord's property, all without compensation, allowance or credit. Notwithstanding the foregoing, trade fixtures purchased by or on behalf of Tenant with funds from the Board Spending Account (as defined in the Services Agreement) shall be the property of Tenant. Upon termination of this Lease Tenant shall be entitled to remove, at Tenant's expense, any trade fixtures acquired by Tenant with Board Spending Account funds, provided that Tenant shall repair any damage to the Premises caused by its removal of such fixtures and leave the Premises in a good and safe condition; any fixtures and property of Tenant not removed within thirty (30) days after such Lease termination shall be deemed abandoned by Tenant and may, in Landlord's sole discretion, become the property of Landlord.

15.2 On or before the scheduled expiration of the Term, Tenant may elect to remove its personal property and any fixtures and equipment. Any of Tenant's items listed in the preceding sentence not removed at the end of the Term shall be considered abandoned, and Landlord may appropriate such items for itself, sell such items or otherwise dispose of the same in such commercially reasonable manner as Landlord deems expedient without any liability to Tenant or any parties claiming by, through or under Tenant. In the event the Term terminates for any reason on other than its scheduled expiration date, then Tenant shall have a period of time in which to re-enter the Premises to retrieve its personal property, beginning on the date the Term terminates and ending fifteen (15) days thereafter. Any damage caused to the Premises by such removal shall be repaired by Tenant no later than fifteen (15) days after the end of the Term, but no Rent shall be payable by Tenant for such period of time (and such continued use of the Premises by Tenant shall not be deemed a holdover or a renewal or as creating a periodic or other similar tenancy that might be implied by law). Tenant shall reimburse Landlord for any damage to any portion of the Premises caused by Tenant during the removal of any items contemplated for potential removal in this Section.

## ARTICLE 16

### **Eminent Domain.**

16.1 If all or any part of the Premises shall be taken by any Governmental Authority under power of eminent domain, or by private purchase in lieu thereof, all damages awarded for such taking shall belong to and be the property of Landlord, whether such damages shall be awarded as compensation for the taking of or diminution in value to the leasehold or the fee of the Premises and Tenant hereby irrevocably assigns to Landlord any award or payment to which Tenant may become entitled as a result thereof, provided, however, that Tenant shall be entitled to receive from such Governmental Authority compensation for its personal property so taken.

16.2 In the event that only a part of the Premises are so taken, and the part not so taken cannot be completed as an architectural unit for the use described in Section 4.1 hereof, Tenant shall have the option to terminate this Lease by serving written notice of termination on Landlord within sixty (60) days after the taking.

16.3 If only a part of the Premises shall be so taken such that the part not so taken can be completed as an architectural unit for the use described in Section 4.1 hereof, Landlord (or at Landlord's direction, Tenant) shall, as promptly as practicable, make a complete architectural unit of the remainder of the building on the Premises (but only to the extent of the proceeds received for such taking); and there shall be an abatement of the monthly Rent hereinabove provided for in an amount equal to the percentage of the Premises and the building so taken.

## ARTICLE 17

### **Notices.**

17.1 All notices and other communications required by this Agreement shall be in writing and either 1) personally delivered to the other Party or 2) sent to the other Party at the address set forth below by certified or registered mail, postage prepaid, return receipt requested at the. Notice shall be deemed to have been given on the date of postmark if sent by certified or registered mail or upon the date of delivery if given by personal delivery. For purposes of the foregoing, "**personal delivery**" shall include delivery by nationally recognized overnight courier (such as FedEx), if signed for by the recipient or a delegate thereof. Notices to the Tenant shall be sent to the current address of the then current Board President, with a copy to the then current Board attorney. The addresses of the Parties for the purposes aforesaid are as follows:

The School:	Triumph Academy
	Attn: President, Board of Directors
	For physical delivery:
	[Current mailing address as maintained by Landlord]

WITH A COPY TO:

CS3 Law PLLC  
250 Monroe Ave., NW  
Suite 400  
Grand Rapids, Michigan 49503  
Telephone: (616) 822-7754

NHA:

National Heritage Academies, Inc.  
Attn: Chief Financial Officer

3850 Broadmoor, S.E. Ste. 201  
Grand Rapids, Michigan 49512  
Telephone: (616) 222-1700

WITH A COPY TO:

McShane & Bowie  
Attn: John R. Grant  
1100 Campau Square Plaza  
99 Monroe Ave., NW  
Grand Rapids, MI 49501  
Telephone: (616) 732-5013

## **ARTICLE 18**

### **Self Help.**

18.1 If Tenant shall at any time fail to make any payment or perform any act on its part to be made or performed hereunder, then Landlord without notice to Tenant, except when other notice is expressly provided for in this Lease and without waiving or releasing Tenant from the obligations of Tenant contained in this Lease, may (but shall be under no obligation to) make such payment or perform such act, and may enter upon the Premises for any such purpose, and take all such actions thereon as may be necessary therefore.

18.2 All sums to be paid by Landlord and all costs and expenses incurred by Landlord in connection with the performance of any such act referenced in Section 18.1, together with any consequential damages Landlord may suffer by reason of the failure of Tenant to make such payment or perform such act, and counsel fees incurred by Landlord in connection therewith or in enforcing its rights hereunder, shall be paid by Tenant to Landlord on demand as Additional Rent.



18.3 Tenant agrees to hold Landlord harmless from any inconvenience or interference with Tenant's operation of its business as a result of Landlord's exercising any rights granted under Section 18.1.

## **ARTICLE 19**

### **Construction Liens.**

19.1 Tenant will not create nor permit to be created or to remain, and will promptly discharge, at its sole cost and expense, any lien, encumbrance or charge upon the Premises or any part thereof, or upon Tenant's leasehold interest therein, except such as are created by Landlord or the first mortgagee.

## **ARTICLE 20**

### **Environmental Matters.**

20.1 Tenant shall not use or store any Hazardous Materials (as defined in Section 20.3) on the Premises, except in compliance with Legal Requirements.

20.2 To the extent directly related to the conduct of Tenant's Board of Directors, its use of the Premises, or the operation of its business thereon, Tenant, to the extent permitted by law, shall defend, indemnify (limited to the maximum indemnification allowed by Legal Requirements) and hold harmless Landlord, its employees, agents, officers and directors, 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 or release of any Hazardous Materials by Tenant, or Tenant's exacerbation of pre-existing conditions, on, over, under, from or affecting the Premises or the soil, water, vegetation, buildings, personal property, persons thereon by reason of Tenant's action or inaction on the Premises; (2) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials existing on the Premises by reason of Tenant's action; (3) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Materials existing on the Premises by reason of Tenant's action; and/or (4) any violation of Legal Requirements based upon or in any way related to such Hazardous Materials existing on the Premises by reason of Tenant's action including, without limitation, reasonable attorneys' and consultants' fees, investigation and laboratory fees, court costs and litigation expenses.

20.3 To the extent directly related to the conduct of Landlord, Landlord's use of the Premises, or the operation of its business thereon, Landlord shall defend, indemnify and hold harmless Tenant, its employees, agents, officers and directors, 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 or release of any Hazardous Materials by Landlord, or Landlord's exacerbation of pre-existing conditions, on, over, under, from or affecting the Premises or the soil,



water, vegetation, buildings, personal property, persons thereon by reason of Landlord's action or inaction on the Premises; (2) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials existing on the Premises by reason of Landlord's action; (3) any lawsuit brought or threatened, settlement reached or government order relating to such Hazardous Materials existing on the Premises by reason of Landlord's action; and/or (4) any violation of Legal Requirements based upon or in any way related to such Hazardous Materials existing on the Premises by reason of Landlord's action including, without limitation, reasonable attorney's and consultant's fees, investigation and laboratory fees, court costs and litigation expenses.

20.4 Except to the extent otherwise covered by or subject to the obligations of Landlord or Tenant as set forth in Sections 20.2 or 20.3 above, Landlord shall defend, indemnify and hold harmless Tenant, its employees, agents, officers and directors, from and against any claims, demands, penalties, fines, liabilities, damages, costs or expenses of whatever kind or nature, arising out of, or in any way related to (1) the presence of any Hazardous Materials on the Premises prior to Landlord's taking title to the Premises; (2) any personal injury (including wrongful death) or property damage (real or personal) arising out of or related to such Hazardous Materials existing on the Premises prior to Landlord's taking title to the Premises; (3) any lawsuit brought or threatened or government order issued relating to such Hazardous Materials existing on the Premises prior to Landlord's taking title to the Premises; and/or (4) any violation of Legal Requirements based upon or in any way related to such Hazardous Materials existing on the Premises prior to Landlord's taking title to the Premises, including, without limitation, reasonable attorneys' and consultants' fees, investigation and laboratory fees, court costs and litigation expenses; provided, however, that the foregoing obligations of Landlord to defend, hold harmless and indemnify shall be subject to and contingent upon Tenant promptly giving Landlord written notice and copies of any claim, suit, filing, demand or determination received by Tenant as to any of the foregoing included matters, with Landlord to have the right and option to defend and respond thereto with counsel of its choosing, and contest any such claim, suit, filing, demand and determination.

20.5 As used herein, "**Hazardous Materials**" means and includes petroleum, petroleum products, asbestos, asbestos-containing materials, radioactive materials, waste oils, solvents and chlorinated oils, polychlorinated biphenyls (PCBs), and any other water, material or substance that is defined as hazardous or toxic under or regulated by any federal, state or local agent, law, rule or regulation (whether now existing or hereafter enacted or promulgated, as they may be amended from time to time) pertaining to environmental conditions, the environment, contamination or clean-up, including, without limitation, federal, state or local solid waste disposal rules, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, the Hazardous Materials Transportation Act, as amended, the Resource Conservation and Recovery Act, as amended, the Toxic Substances Control Act, as amended, the Water Pollution Control Act, as amended, the Clean Air Act, as amended, or any other applicable federal, state or local laws, regulations, publications of Governmental Authorities, or ordinances pertaining to Hazardous Materials (collectively, "**Environmental Laws**").

20.6 Tenant shall promptly notify Landlord as soon as it knows of or suspects that any Hazardous Materials has been released or that there is a threatened release on the Premises and it shall take such action at its sole expense and with due diligence, as is necessary to insure timely compliance with Legal Requirements unless caused by Landlord. Landlord shall promptly notify Tenant as soon as it knows or suspects any Hazardous Materials has been released or that there is a threatened release on or in the Premises and Landlord shall take such action at its sole expense and with due diligence, as is necessary to ensure timely compliance with Legal Requirements unless caused by Tenant.

20.7 The provisions of this Article 20 shall be in addition to any and all obligations and liabilities that Tenant and Landlord may have to each other under Legal Requirements and shall survive the expiration and termination of the Lease for any reason.

## ARTICLE 21

### **Late Charges.**

21.1 In the event of any failure by Tenant to pay Rent when due, Tenant shall also pay to Landlord, as Additional Rent, a late charge of five percent (5%) of such delinquent payment.

## ARTICLE 22

### **Certain Definitions.**

22.1 The term “**Affiliate**” means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such first Person or any of its subsidiaries. As used in this definition, the term “**control**” means (a) the power to vote five percent (5%) or more of the securities or other equity interests of a Person having ordinary voting power, or (b) the possession, directly or indirectly, of any other power to direct or cause the direction of the management and policies of a Person, whether through ownership of voting securities, by contract or otherwise.

22.2 The term “**first mortgage**” means any mortgage now existing or hereafter becoming a first and paramount lien on the Premises, subject to easements and restrictions of record, and all assignments, modifications, extensions and renewals thereof.

22.3 The term “**first mortgagee**” or “**holder of the first mortgage**” means the Person(s) who is(are) the holder(s) or beneficiary(ies) under the first mortgage from time to time.

22.4 The term “**Governmental Authority**” or “**Governmental Authorities**” means the government of the United States of America or any state or other political subdivision of either thereof, or any entity that exercises executive, legislative, regulatory, administrative, judicial,

quasi-governmental or quasi-judicial functions of, or pertaining to, any such government, whether now or hereafter in existence having jurisdiction over the matter or matters in question.

22.5 The term “**Landlord**” is limited to mean and include, so far as covenants, agreements, stipulations or obligations on the part of Landlord are concerned, the tenant under the Master Lease to the Premises or its assignee, at the time in question, and in the event of any transfer or transfers of the title to such fee Landlord herein named (and, in case of any subsequent transfers or conveyances, the then grantor) will automatically be relieved from and after the date of such transfer or conveyance of all personal liability for the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed.

22.6 The term “**Legal Requirements**” means (i) all present and future applicable laws, statutes, treaties, rules, orders, ordinances, codes (including, without limitation, building and life-safety codes), regulations, requirements, permits, and interpretations by, and applicable judgments, decrees, injunctions, writs and like action even if unforeseen or extraordinary of any Governmental Authority (including, without limitation, Environmental Laws (defined herein), laws and regulations pertaining to health and safety, Insolvency Laws (defined herein), the Fair Housing Amendments Act of 1988, the Americans with Disabilities Act of 1990, and any other applicable Federal, State or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct relating to barrier-free access or access of the handicapped or disabled to the Premises, and laws and regulations pertaining to the construction, restoration, use and operation of schools); and (ii) any reciprocal easement agreement, agreement, contract, instrument, restriction or similar agreement relating to the use, occupancy, possession, operation, alterations, repairs or maintenance of the Premises or otherwise affecting the Premises.

22.7 The term “**mortgage**” means any mortgage, deed of trust, deed to secure debt or other security instrument now existing as, or hereafter becoming a lien on the Premises.

22.8 The term “**mortgagee**” means the Person(s) who is(are) the holder(s) or beneficiary(ies) under any mortgage from time to time.

22.9 The term “**Person**” means any natural person, corporation, limited liability company, trust, joint venture, association, company, partnership, Governmental Authority or other entity.

## ARTICLE 23

### **Subordination; Estoppel Certificates.**

23.1 Tenant agrees that Landlord, or any mortgagee or lessor under any applicable ground or other underlying lease, may choose to make this Lease subordinate or paramount to any mortgages or ground or underlying leases now or hereafter affecting the Premises and to any and all advances to be made thereunder or to be secured thereby, and to the interest and charges thereon, and to all renewals, replacements and extensions thereof, and that upon any taking of



possession of the Premises and accession to the interest of Landlord under this Lease by such lessor or mortgagee, Tenant shall attorn to and recognize such Person as landlord hereunder; provided the mortgagee, lessor under any such ground or underlying leases, Landlord or any trustee named in any such mortgages or leases shall agree (i) to recognize the Lease of Tenant in the event of foreclosure if Tenant is not in Default and (ii) that Tenant's possession of the Premises under this Lease shall not be disturbed by such Person unless there is a Default. Tenant will execute promptly any instrument or certificate that Landlord may request to confirm such subordination.

23.2 Tenant, within ten (10) days after request by Landlord, will execute and deliver to Landlord (and any mortgagee or prospective mortgagee, or any current or prospective ground or underlying lessor, to the extent specified by Landlord) an estoppel certificate as to such reasonable facts and circumstances under this Lease as may be requested, but in any case including the following (i) identifying the commencement date and expiration date of this Lease, (ii) stating that this Lease is unmodified and in full force and effect, or is in full force and effect as modified, and then stating such modifications, (iii) stating that Tenant does not claim that Landlord is in default in any way, or listing any such claimed defaults, (iv) the amount of Monthly Installments then payable hereunder and Additional Rent, if any, as of the date of the certificate, (v) the date to which the Rent has been paid in advance, and (vi) the amount of any security deposit or pre-paid Rent. If Tenant fails to deliver the executed certificate to Landlord within the ten (10) day period, Tenant shall be in Default without benefit of any cure period, and the proposed certificate will be conclusively deemed executed by Tenant.

23.3 Upon the receipt of a notice from Landlord, Tenant agrees to pay all such sums owing under this Lease directly to the account or party specified in such notice.

## **ARTICLE 24**

### **Quiet Enjoyment.**

24.1 All times when Tenant is not in Default, Tenant's quiet and peaceable enjoyment of the Premises will not be disturbed or interfered with by Landlord or any Person claiming by, through or under Landlord.

## **ARTICLE 25**

### **Holding Over.**

25.1 Any holdover by Tenant in the Premises beyond the expiration or termination of the Term, shall not be deemed to be a renewal or extension of this Lease or any extension thereof or the exercise of any option to extend or renew this Lease, but said holding over shall be deemed a tenancy from calendar month to calendar month at a monthly Rent equal to two hundred percent (200%) of the Monthly Installment for the last month paid under the Term. A month-to-month tenancy arising by holding over under this Section may be terminated by either Landlord or Tenant giving written notice to the other party hereto on or before the day any Monthly Installment is due

with termination becoming effective on the day the next following Monthly Installment would have otherwise become due.

## **ARTICLE 26**

### **Remedies Not Exclusive; Waiver.**

26.1 Each and every of the rights, remedies and benefits provided by this Lease to Landlord are cumulative, and are not exclusive of any other of said rights, remedies and benefits, or of any other rights, remedies and benefits allowed by law.

26.2 One or more waivers of any covenant or condition by Landlord will not be construed as a waiver of a further or subsequent breach of the same covenant or condition, and the consent or approval by Landlord to or of any act by Tenant requiring Landlord's consent or approval will not be deemed to waive or render unnecessary Landlord's consent to or approval of any subsequent similar act by Tenant.

## **ARTICLE 27**

### **Right To Show Premises.**

27.1 Landlord may show the Premises and may display about the Premises signs advertising the availability of the Premises at any time during the Term of this Lease.

## **ARTICLE 28**

### **Landlord's Liability.**

28.1 If Landlord fails to perform any provision of this Lease upon Landlord's part to be performed, and if as a consequence of such default Tenant recovers a money judgment against Landlord, such judgment may be satisfied only out of the proceeds of sale received upon execution of such judgment (subject to any prior mortgages and ground or underlying leases) and levied thereon against the right, title and interest of Landlord in the Premises and out of rents or other income from such property receivable by Landlord, and Landlord shall not be personally liable for any deficiency.

## **ARTICLE 29**

### **General.**

29.1 References in this Lease to Persons have been generalized for ease of reading. Therefore, references to a single Person will also mean more than one Person whenever such usage is appropriate (for example, "**Tenant**" may include, if appropriate, a group of Persons acting as a

single entity, or as tenants-in-common). Similarly, pronouns of any gender should be considered inter-changeable with pronouns of other genders. If a party consists of more than one Person, such Persons shall be jointly and severally liable for the obligations of such party under this Lease.

29.2 Any waiver or waivers by either party of any of the provisions of this Lease will not constitute a waiver of any later breach of that provision, and any consent or approval given by either such party with respect to any act, neglect or default by the other party will not waive or make unnecessary the other party's consent or approval with respect to any later similar act, neglect or default by such other party.

29.3 In the event any provision contained herein shall be held to be invalid or unlawful for any reason, such provision shall be deemed to be stricken from this Lease, with the understanding that the remaining provisions hereof shall continue to be binding on the Parties.

29.4 Topical headings appearing in this Lease are for convenience only. They do not define, limit or construe the contents of any sections, paragraphs or clauses.

29.5 This Lease can be modified or amended only by a written agreement signed by Landlord and Tenant. The parties acknowledge that Tenant is required to submit all amendments to this Lease to the Charter School Office of the Authorizer (unless waived in writing by the Director of the Charter School Office as to non-substantive amendments), and by executing any amendment to this Lease, Tenant represents and warrants that it has complied with the foregoing requirement, and will provide Landlord with satisfactory written proof of such compliance upon request. Tenant has the responsibility to ensure that executed amendments are incorporated into the Charter by amendment with the Authorizer.

29.6 All provisions of this Lease are and will be binding on the heirs, executors, administrators, personal representatives, successors and assigns of each of Landlord and Tenant.

29.7 This Lease shall not be construed to interfere with the constitutional, statutory, or fiduciary duties of the Tenant or the Tenant's ability to act as an independent public body.

29.8 The laws of the state in which the Premises are located will control in the construction and enforcement of this Lease, without regard to any laws or policies of such state regarding conflicts of law.

29.9 Time is of the essence of all terms and conditions of this Lease.

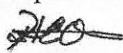
29.10 Landlord and Tenant each represent and warrant to the other that neither of them has contacted a broker, finder or similar Person in connection with this Lease, and each party shall defend, indemnify and hold the other harmless from and against all liability, cost and expenses, including reasonable attorneys' fees, incurred as a consequence of any claim asserted by a Person alleging to have dealt with one of the Parties hereto in connection with this Lease.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Parties hereto have executed this Lease as of the day and year first above written.

**LANDLORD:**

National Heritage Academies, Inc.,  
a Michigan corporation

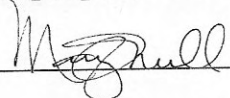
By: 

Robert Owen  
Its: Chief Financial Officer

Dated: April 27, 2020

**TENANT:**

Triumph Academy,  
a Michigan public school academy

By: 

Its: Board President  
Board Vice President

Dated: 4-22-20

## **EXHIBIT "A"**

### **LEGAL DESCRIPTION OF PREMISES**

Part of the Southeast 1/4 of Section 21, Town 6 South, Range 9 East, Frenchtown Township, Monroe County, Michigan, being described as: Commencing at the Southeast corner of said Section, thence North 88 degrees 51 minutes 00 seconds West 2173.54 feet along the South line of said Section and the centerline of Fix Road to the centerline of Vivian Road; thence North 25 degrees 00 minutes 00 seconds East 1624.55 feet along the centerline of Vivian Road to the point of beginning of the parcel of land herein described; thence continuing along the centerline of Vivian Road North 25 degrees 00 minutes 00 seconds East 350.00 feet; thence South 65 degrees 14 minutes 00 seconds East 1037.11 feet; thence South 34 degrees 27 minutes 30 seconds West 355.06 feet along the Westerly line of I-75 Expressway; thence North 65 degrees 14 minutes 00 seconds West 978.76 feet to the point of beginning.



# CERTIFICATE OF USE AND OCCUPANCY


## PERMANENT

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

Building Permit No. B033424  
Triumph Charter Academy  
3000 Vivian Road  
Monroe, Michigan  
Monroe County

The above named building of Use Group E and Construction Type 2B is approved for use and occupancy.

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

  
Larry Lehman, Chief  
Charles E. Curtis, Assistant Chief  
Building Division

September 25, 2012

**CONTRACT SCHEDULE 7**

**REQUIRED INFORMATION FOR**  
**PUBLIC SCHOOL ACADEMY**

## **SCHEDULE 7**

### **REQUIRED INFORMATION FOR PUBLIC SCHOOL ACADEMY**

Required Information for Public School Academy. This Schedule contains information required by Part 6A of the Revised School Code (“Code”). The required information for the Academy is contained in this Schedule 7.

- Section a. Governance Structure. The governance structure of the Academy is set forth in Section a of this Schedule.
- Section b. Educational Goals. The educational goals of the Academy are set forth in Section b of this Schedule.
- Section c. Educational Programs. The educational programs of the Academy are set forth in Section c of this Schedule.
- Section d. Curriculum. The curriculum of the Academy is set forth in Section d of this Schedule.
- Section e. Methods of Pupil Assessment. The methods of pupil assessment of the Academy are set forth in Section e of this Schedule.
- Section f. Application and Enrollment of Students. The application and enrollment of students criteria of the Academy are set forth in Section f of this Schedule.
- Section g. School Calendar and School Day Schedule. The school calendar and school day schedule procedures are set forth in Section g of this Schedule.
- Section h. Age or Grade Range of Pupils. The age or grade range of pupils to be enrolled by the Academy are set forth in Section h of this Schedule.

**SECTION A**  
**GOVERNANCE STRUCTURE**

## GOVERNANCE STRUCTURE

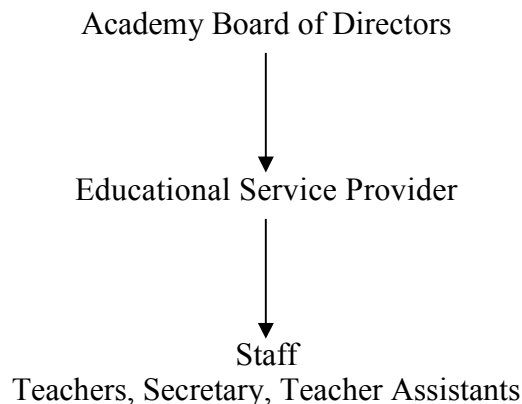
The College Board shall appoint the Board of Directors of the Academy (“Academy Board”). The Academy Board has all the powers and duties permitted by law to manage the business, property and affairs of the Academy. The Academy Board is responsible for assuring that the Academy operates according to the terms and conditions of this Contract and Applicable Law. Contract Schedule 2: Bylaws, Articles IV and V, set forth a further description of the Academy Board’s governance structure.

The Academy is incorporated as a non-stock, directorship nonprofit corporation. The Academy Board shall have at least five (5), but no more than nine (9) members, as determined by the College Board. The College Board shall select the members of the Academy Board according to the terms and conditions set forth by the Bay Mills Community College Board of Regents.

The Academy Board shall manage the business, property and affairs of the Academy. The Academy Board shall set all educational, fiscal and administrative policies for the Academy.

With the issuance of this Contract, the Academy Board may contract with a service provider to implement the Academy’s educational program as set forth in Schedule 7 of this Contract. If the Academy Board retains a service provider, that service provider will be responsible for the performance of the Academy and will be accountable to the Academy Board. A service provider must report to the Academy Board at regularly scheduled times and upon any request by the Academy Board.

The Governance Structure of the Academy:



The Academy Board consists of five (5) members. Nominations and appointments of subsequent members shall be made in accordance with this Contract. Vacancies in office shall be determined and filled pursuant to the provisions set forth in the Bylaws. The current Academy Board Members are as follows:

Mr. Robert L. Polk, President  
5023 Easy Street  
Newport, MI 48166  
C (419) 349-7556 H (734) 289-4053  
robertpolk@yahoo.com

Term Ending June 30, 2021

Ms. Mary A. O'Neill, Vice President  
3501 North Otter Creek  
Monroe, MI 48161  
C (313) 999-4775 Wk (734) 729-1830  
H (734) 457-3546  
tatedure@aol.com

Term Ending June 30, 2021

Mr. Derek Fuciarelli, Treasurer  
484 Cedar Street  
Wyandotte, MI 48192  
C (734) 576-1962  
derekf4528@aol.com

Term Ending June 30, 2022

Mr. Andrew Pride, Secretary  
851 Apsley Court  
Monroe, MI 48161  
C (734) 652-6654 Wk (313) 248-2248  
H (734) 241-2020  
apride@ameritech.net

Term Ending June 30, 2022

Courtney Stamper, Director  
15270 Oak Valley Lane  
Monroe, MI 48161  
C (734) 819-7312  
courtney.stamper1@gmail.com

Term Ending June 30, 2020

**SECTION B**

**EDUCATIONAL GOALS**



Pursuant to Applicable Law and Terms and Conditions Article VI, Section 6.2, the Academy shall achieve or demonstrate measurable progress for all groups of pupils toward the achievement of the educational goal identified in this Schedule 7b. Upon request, the Academy shall provide the Charter Schools Office with a written report, along with supporting data, assessing the Academy's progress toward achieving this goal. In addition, the College Board expects the Academy will meet the State of Michigan's accreditation standards pursuant to state and federal law.

### **Educational Goal to be Achieved:**

Prepare students academically for success in college, work, and life.

*To determine whether the Academy is achieving or demonstrating measurable progress toward the achievement of this goal, the CSO will annually assess the Academy's performance using the following measures:*

### **Measure 1: Student Achievement**

*The academic achievement of all students grades K-8 will be assessed using the following metrics and achievement targets.*

GRADES	METRICS	ACHIEVEMENT TARGETS
Grades K-8 (fall and spring NWEA testing)	The average grade-level scores in reading and math as measured by the Measure of Academic Progress (MAP) by NWEA	Students enrolled for three* or more years will on average achieve scores equal to or greater than the grade-level reading and math college readiness achievement targets identified in this schedule.
Grade 3-8 State Accountability Test (M-STEP and PSAT at Contract start date)	Percentage of students proficient on State Accountability Test	Students enrolled for three* or more years will on average achieve scores equal to or greater than proficiency score identified by the State.

\*If the cohort of students enrolled for three or more years is not sufficient in size to conduct a valid analysis, the cohort of students enrolled for two or more years will be used.

### **Measure 2: Student Growth**

*The academic growth of all students in grades 2 through 8 at the Academy will be assessed using the following metrics and growth targets:*

Grades	Metrics	Growth Targets
Grades 2-8	Growth made by students from fall-to-spring in reading and math as measured by	Students will on average achieve fall-to-spring academic growth targets for

(NWEA Test must be administered in fall and in spring)	growth targets set for each student on the Measure of Academic Progress by NWEA	reading and math as set for each student on the Measure of Academic Progress by NWEA.
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\*The measure of student growth is the most important, but not the only factor the College Board considers when determining whether the Academy is “demonstrating measurable progress” toward the contractual goal of preparing students academically for success in college, work, and life. Some of the other factors considered are: the Academy’s comparative position within state accountability reports, required state test proficiency rates compared to surrounding district’s state test proficiency rates, the trend in the number of students reaching growth targets and achievement targets over the Contract term.

### **NWEA Achievement Targets**

<b>Grade</b>	<b>NWEA Reading End-of-Year Target</b>	<b>NWEA Math End-of-Year Target</b>
K	157.7	159.1
1	176.9	179.0
2	189.6	191.3
3	199.2	203.1
4	206.7	212.5
5	212.3	221.0
6	216.4	225.6
7	219.7	230.5
8	222.4	234.5

**SECTION C**

**EDUCATIONAL PROGRAMS**

## Instructional Program and Educational Philosophy

We know that our curriculum must prepare students for a rigorous high school curriculum to provide them with the best opportunity for college success. We implement the curriculum provided by our education management partner, National Heritage Academies (NHA), to implement a curriculum built around the Michigan Academic Standards ("MAS"), which aligns with the mission, and prepares students for success in high school, college and beyond.

The curriculum is aligned with the MAS for English language arts ("ELA"), mathematics, science, social studies, art, music, and the Physical Education Content Standards and Benchmarks. This approach ensures students are learning the appropriate content for each grade level. Character development is an explicit and integrated component of the curriculum.<sup>1</sup> Individual responsibility, integrity, personal character, and effort are important contributors to success in school and life. In addition, we strive to instill character traits such as perseverance because these traits are highly correlated with college success. With high-quality instruction, solid curricular tools to support instruction, and rigorous assessment, the curriculum promotes academic success for students and equips them with the knowledge, understanding, and skills needed to meet or exceed MAS and content expectations.

In the pages that follow, the school's core content areas of English language arts, mathematics, science, and social studies are described in detail. Also included is a survey of co-curricular areas that help shape students as well-rounded individuals, including art, music, physical education, library and educational technology, and character development.

### English Language Arts

Literacy – which includes reading, writing, and speaking – is a critical component of college- and career-readiness. "Low literacy levels often prevent high school students from mastering other subjects," and struggling readers are often excluded from academically challenging courses. More specifically, students who are able to comprehend complex texts are more likely to be successful after high school.<sup>2</sup> Developing reading proficiency and strong literacy skills in elementary and middle grades is the cornerstone of the English language arts (ELA) curriculum, which upholds the MAS to ensure college- and career-readiness for all of our students. The ELA curriculum is designed to produce highly literate students who are proficient readers, evaluative writers, and collaborative, analytical members of the classroom and in future careers.

The MAS focus on five strands of literacy: reading, writing, speaking, listening, and language. To best prepare students for school and life in the 21<sup>st</sup> century, each of these strands emphasizes the integration, critical analysis, and production of a variety of media and technology. The reading standards focus on a gradual increase in text complexity to ensure students' readiness "for the demands of college- and career-level reading."<sup>3</sup> The writing standards emphasize argument and informational writing, "based on substantive claims, sound reasoning, and relevant evidence," as well as research – "both short, focused projects and longer, in-depth research."<sup>4</sup> By challenging students to speak and listen, the standards require

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<sup>1</sup> See Matthew Davidson and Thomas Lickona, *Smart & Good High Schools: Integrating Excellence and Ethics for Success in School, Work, and Beyond* (Cortland, NY: Center for the 4<sup>th</sup> and 5<sup>th</sup> Rs, 2005). Respect and Responsibility / Washington D.C.: Character Education Partnership.

<sup>2</sup> ACT, Inc., *Reading Between the Lines: What the ACT Reveals About College Readiness in Reading* (Iowa City, IA, 2006).

<sup>3</sup> National Governors Association Center for Best Practices, Council of Chief State School Officers, "Key Points in English Language Arts," *Common Core State Standards* (Washington, D.C.: National Governors Association Center for Best Practices, Council of Chief State School Officers, 2010).

<sup>4</sup> *Ibid.*

that "students gain, evaluate, and present increasingly complex information, ideas, and evidence" through academic discussion, collaboration, and formal presentations. The language standards emphasize students' growth and expansion of vocabulary, appreciation of word nuances, and use of formal English in writing and speaking.

- In grades K-2, the curriculum emphasizes the foundations of reading. These include the ability to decode automatically, to read with fluency, and to comprehend increasingly complex texts across a range of types and disciplines. Student literacy is emphasized through rich, domain-specific content in a variety of authentic fiction and nonfiction texts, including a true balance of informational and literary genres.
- In grades 3-5, reading instruction is centered on complex, authentic grade-appropriate texts to prepare students for the complexity of college- and career-ready texts. Reading instruction emphasizes a balance of informational and literary texts.
- In grades 6-8, teachers of ELA, social studies, and science emphasize literary experiences through texts in their respective content areas. The middle school curriculum includes a blend of literature, particularly novels, and substantial exposure to literary non-fiction, including historical and scientific documents.

For students to access grade-level texts with increasing complexity, the curriculum also focuses on the development of strong academic vocabulary. Students are exposed to extensive academic vocabulary through reading instruction, and practice is extended through listening, discussion, and writing. Vocabulary instruction emphasizes the nuances of word meanings as they vary through a wide range of context. Discussion and collaboration are also a focus of the ELA curriculum, as students apply reading skills to develop habits for providing text-based evidence in both conversation and writing. Students' writing emphasizes analysis of complex texts by supporting ideas and arguments with textual evidence and evaluation. Students learn to produce a variety of text types, including argument, informative, narrative, and research-based pieces. Collaboration and integration of technology are important aspects of the writing process, as students plan, draft, revise, edit, and publish a wide range of writing pieces. The ELA curriculum also ensures that students demonstrate adequate mastery of the essential conventions and grammar of standard English in their writing and speaking.<sup>5</sup>

### Mathematics

If students are to be well-equipped for college and beyond, students must be prepared through their K-8 education to take Algebra II and other advanced mathematics courses in high school.

"A strong grounding in high school mathematics through Algebra II or higher correlates powerfully with access to college, graduation from college, and earning in the top quartile of income from employment."<sup>6</sup> The development of a deep understanding of mathematical concepts makes such success possible. The school's mathematics curriculum is based on the MAS for mathematics. Through mastery of these standards, students will develop a deep understanding of mathematical concepts. Students are also provided the opportunity to accelerate their learning in 7<sup>th</sup> grade and complete Algebra I by the time they graduate 8<sup>th</sup> grade, thus placing students on a college- and career-readiness trajectory. Research shows that students who successfully complete Algebra I prior to entering high school are much more likely

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<sup>5</sup> Coleman, David and Susan Pimentel, "Revised Publishers' Criteria for the Common Core State Standards in English Language Arts and Literacy," *Common Core State Standards* (Washington, D.C.: National Governors Association Center for Best Practices, Council of Chief State School Officers, 2012).

<sup>6</sup> National Mathematics Advisory Panel, *Foundations for Success: The Final Report of the National Mathematics Advisory Panel* (Washington, D.C.: U.S. Department of Education, 2008).

to complete other more advanced mathematics in high school and are "more than twice as likely to graduate from college" than students who don't complete Algebra I by 8<sup>th</sup> grade.<sup>7</sup>

The National Council for Teachers of Mathematics has recognized the importance of the study of algebra in developing mathematical fluency and has also noted the importance of the study of other mathematics components such as number sense and operations, measurement, geometry, data analysis and probability, and problem solving. Number sense is developed through a variety of concrete models, allowing students to use the area of the brain used for the comprehension of mathematical knowledge. Students are prepared to be fluent in computation using formal algorithms and also learn essential measurement and data analysis skills. Students learn to make connections and apply mathematical knowledge through problem solving and inquiry.

- In grades K-2, number sense and computational fluency are the main focus of students' learning. Students develop the skills necessary to progress into higher-level mathematics; through open-ended problem solving, they increase their critical thinking skills and ability to see connections across mathematics as well as other subjects.
- In grades 3-5, learning shifts from computation to fractional awareness. The ability to compose and decompose numbers that was developed in the early grades leads to a deeper understanding of fractions, percents, and decimals and computation. Algebraic skills are developed as students begin working with patterns and equations with missing numbers.
- In grades 6-8, the focus shifts to the study of algebra and functions. Number sense remains a critical focus area through the study of integers, rational and irrational numbers, exponents, and absolute values. Conceptual ideas are integrated through lab activities that provide exploratory opportunities for students to explicitly connect abstract ideas to concrete examples.

The mathematics curriculum also teaches effective mathematical communication by engaging students in thinking, reading, and writing about mathematics. This helps students understand the foundational concepts for success in more complex mathematical coursework.

### Science

As the Association for the Advancement of Science and the National Council on Science explain, developing college-ready and scientifically literate students involves teaching a mixture of content knowledge, the practices and skills of scientists, and information on the nature of science. The MAS were created around the work and philosophy of these organizations and our curriculum is aligned accordingly. The curriculum, which includes study in life science, physical science, and earth and space science, will use curricular tools, such as the use of the Full Option Science System and Delta Science Learning Modules and non-fiction readers, to give students hands-on opportunities to develop content knowledge about the results of scientific discoveries regarding the natural world. The curriculum and resources also provide students the opportunity to participate in the scientific process of inquiry and discovery through conducting investigations, using instruments, and applying mathematical skills that model the process used by scientists to learn about the universe. The curriculum also requires students to use high-level thinking skills and problem solving skills, incorporating scientific reading, writing, discussing, and presenting.

- In grades K-2, the content of the science curriculum focuses on scientific learning

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<sup>7</sup> Ibid.

primarily through the study of events and phenomena in nature that can be observed with the five senses. Investigations at this level are modeled, simple, and structured, allowing students to write journals on their discoveries, create simple pictographs of data, and draw conclusions from observations under the direction of the teacher. The incorporation of non-fiction readers on each topic provides students opportunities to develop grade-level appropriate science vocabulary.

- In grades 3-5, the curriculum builds on these foundational skills and directs students to begin exploring cause and effect connections between events (e.g., the sun rises every day and it gets warmer during the day, therefore, the sun provides heat to earth). Investigations for students in grades 3-5 are often modeled, but they are more complex and involve more detailed measurements, use a variety of tools such as balances and microscopes, and require students to control for multiple variables. Students engage in the practices of scientists as they chart data, complete lab reports, and create graphs in order to communicate results of investigations orally and in writing.
- In grades 6-8, the curriculum includes further exploration of cause and effect relationships while also connecting knowledge of concepts to real world examples and solidifying congruence between students' understanding of phenomena to that of the scientific community. Investigations are more student-directed, from the guiding question through the scientific procedures to the organizing, analyzing, and reporting of data. Within each unit of instruction in grades 6-8, students employ the skills of scientists as they make connections with respect to the content of the unit using the methods of science. The scientific method is consistently integrated into content units throughout the year, and students conduct science investigations through both closed and open lab investigations in response to the questions being raised during content studies.

### Social Studies

The social studies curriculum, which is aligned to the MAS, ensures that students are not only prepared for high school and college, but also prepared for the rest of their lives as global citizens. Developing students' understanding in the disciplines of history, geography, civics and government, economics and public discourse ensures readiness for college and responsible citizen involvement. In addition to supporting learning in these areas, the social studies curriculum also incorporates the skills required by the MAS for Literacy in History/Social Studies in sixth through eighth grades, which allow students to develop and utilize critical thinking skills by making connections, inferences and arguments around the content and learned skills. This focus on content, skills and critical thinking produces students who are knowledgeable in social studies and prepared to participate in society as informed citizens.

The curriculum emphasizes the social studies disciplines that will best prepare students to be contributing members of society. Students who master the social studies curriculum will understand how geography and economics interact in a global society. Through exposure to primary and secondary sources, students will develop knowledge of our shared national and world history and be able to make connections between the past and present and between cultures and government systems that are familiar and those that are not.

- In grades K-2, students learn about the social studies disciplines through the themes of "A Child's Place in Time and Space," "Families Now and Long Ago, Near and Far," and "People Working Together." In these early grades, children begin to form concepts about the world beyond their own classroom and communities, learn how families lived long ago and in other cultures, and learn about jobs today and long ago. Students begin to become exposed to the history and cultures of places around the world to expand their

knowledge beyond what is in close proximity to them. Students are also introduced to basic economic principals, such as currency and earning income.

- In grades 3-5, students explore the social studies disciplines through the themes of “Communities: Past and Present, Near and Far,” “Michigan in the United States,” and “Regions and People of the Western Hemisphere.” In 3<sup>rd</sup> grade, students focus on the local community, how it has changed over time, and how it compares with other places. In 4<sup>th</sup> grade, students learn about the history, geography, government, and economy of Michigan and the United States. In 5<sup>th</sup> grade, students study the geography, early history, cultural development, and economic change of the Western Hemisphere. Students are also introduced to basic economic principals, including the importance of a budget and savings plan.
- In grades 6-8, students develop their knowledge of the relationship between geography, history, economics, and culture. In 6<sup>th</sup> grade, students study the geography, early history, cultural development, and economic change of the Eastern Hemisphere. In 7<sup>th</sup> grade, students study world history from 750 B.C. to 1600 A.D. In 8<sup>th</sup> grade, students study the history of the United States from early exploration to the Reconstruction. To further prepare for success in society, middle school students analyze economic decision making, scarcity, markets, and financial literacy. Specifically, 6<sup>th</sup> and 8<sup>th</sup> grade students are introduced to the concepts of comparing the price and quality of products and services, as well as basic banking and credit services. The middle school curriculum provides students with opportunities to extend this basic knowledge to gather more complex information, describe concepts in more detail, and deepen their understanding of the relationship between geography, economics, and civics.

### Art

Study in art allows students to understand and appreciate the subject while understanding the significant role art plays in the expression of ideas throughout history. Students in lower grades learn to recognize and describe art forms from a variety of historical eras and places, while learning that art takes many forms and has many purposes. Students study and reproduce styles and techniques used by artists and discuss art by examining and critiquing the work of artists. Students in upper elementary and middle school grades focus on comparing and contrasting artwork from different time periods, cultures, artists, and mediums. Historical and contemporary art are studied as students create a variety of original works using appropriate styles and mediums to express themes, tone, mood, and images.

### Music

Students study the basics of music theory, music appreciation, and the work of great composers. Students first learn to identify basic music forms and patterns, describe elements of music using appropriate music vocabulary, and sing and play basic instruments. By listening to a variety of music, students compare and contrast music from different composers, historical periods, cultures, styles, and genres. Students continue to refine their musical knowledge and skills by singing, playing, improvising, and composing. They learn to identify and use key signature, meter signature, notation, bass and treble clef, tempo, and dynamic markings. They also learn to perform and respond to a conductor's cues and make necessary adjustments.

### Physical Education

Physical education includes a sequence of developmental experiences through which children learn by moving. Students first learn and practice basic movement skills and manipulate objects by throwing, catching, striking, pushing, pulling, and climbing. They take part in a variety of individual and group activities and games to increase their body awareness, practice new skills, and learn to move safely with respect to other people. Students also begin to learn about the



physical and mental benefits of a healthy lifestyle characterized by physical activity. Students then use movement skills in more complex ways by learning the concepts of fairness, positive attitude, teamwork, and sportsmanship. Students learn to recognize the correlation between practice and mastery of skill, and they will complete various types of drills to increase their own abilities. Students ultimately refine all the simple and complex skills necessary for physical activity of various types and focus on healthy lifestyles through nutrition and fitness.

### Library and Educational Technology

The Library and Educational Technology Program is designed to expose students to a wide variety of classic and contemporary literature, instill a life-long love of reading, and develop their information literacy skills. The library collections contain specific materials that support the curriculum and provide students with a variety of high-quality literature and technological resources. The program has been crafted to reflect expectations of students set forth in several authoritative sources, including:

- The *Big6* model for teaching information skills, which was created by Mike Eisenberg and Bob Berkowitz (1998)
- Information Literacy Standards developed by the American Association of School Librarians (AASL)
- The Association for Educational Communications and Technology (AECT).

Technology also plays a supporting role in the core academic curriculum. Our library staff member will work with classroom teachers to help plan lessons and provide resources. Students will use technology to research, compose, and present information related to topics they study. We have a designated area to serve as the library and computer lab, enabling students to access technology needed to support the technology program. Moreover, students have access to a computer in their classroom to promote the integrated use of technology to support learning.

### Character Development

To foster the culture we desire, our school will emphasize strong personal character and accountability. Many schools offer character development programs; however, we meld character education throughout instruction and challenge everyone in the school community to model the desired traits. In this way, students learn about virtues and different types of character as they develop a strong character. This approach to character development creates a culture within the school that is conducive to teaching and learning, and it makes parents and educators true collaborators in the learning process.

We implement the character development curriculum to:

- Promote college readiness. We believe that students need more than academic skills to succeed in high school, college, and beyond. It is our goal to provide students with the moral compass and fortitude they need to face challenges and prevail.
- Create an environment that is conducive to teaching and learning. As students learn virtues, our classrooms will become self-managed, releasing teachers from the time and burden of constant classroom management. Decreasing the amount of time that teachers need to manage classrooms will provide additional time for instruction, especially one-on-one or small group tutoring, to meet students' specific academic needs,
- Support the academic goals of the school. We believe that a strong correlation exists

between character development and academic success. Thus, instructional time that is dedicated to the character development curriculum will pay dividends academically.

During each month of the school year, the school will focus on a monthly virtue: wisdom, respect, gratitude, self-control, perseverance, courage, encouragement, compassion, and integrity. Students develop and practice these virtues until they become ingrained habits.

Students are encouraged to develop moral character, show performance character, and interact well with others through social character. We believe that character is both taught and caught; in other words, students will acquire the behaviors that they see modeled for them. We ensure that school staff continually model moral, performance, and social character in formal and informal settings. Students also participate in character development assemblies, where staff and other students will speak on the monthly virtue and how they have implemented this virtue in their own lives. Students are encouraged to share their experiences, and their progress is recognized.

We believe that this innovative piece of our instructional program will set our students up for success academically and in life.

### **Instructional Delivery Methods**

While the curriculum identifies and communicates what is essential for students to know and be able to do, classroom instruction drives student engagement with the curriculum. As such, instructional methods and strategies employed by teachers are designed to promote engagement, to include clarity of instructional intent, and to be appropriately rigorous. Instruction takes various forms, including focused lessons, guided instruction, collaborative learning, and independent work.<sup>8</sup> The best approach is contextually-driven and contingent upon students' progress toward meeting instructional goals.

Focused lessons, when employed, may include direct instruction, modeling, demonstration, development of metacognitive awareness, and/or teacher think-alouds, among other methods, and they may be conducted in whole-group or small-group settings as student need dictates. Guided instruction may be done with large groups or with small, needs-based groups during workshop time or during content-area learning blocks. Guided instruction, when provided in small-group settings, allows teachers to differentiate instruction in purposeful, meaningful ways in order to meet student needs. Collaborative learning may be used in order to provide opportunities for students to learn from peers, to discuss or debate ideas and information, or participate in collaborative, inquiry-based learning of curricular content. Finally, independent work is sometimes used to provide students with time to practice applying skills or knowledge that has been previously learned, to extend individual learning through the application of knowledge and skills to novel situations, or to promote the individual development of higher order thinking skills.

Beyond this, pedagogy includes effective, research-based instructional strategies embedded within daily lesson plans and implemented during instruction. Strategies that have high probabilities of effectiveness are utilized based on the expected student learning outcomes of the lesson and are employed by teachers in accordance with student need. Such instructional strategies include the following, which have been identified as highly effective by researchers at Mid-continent Research for Education and Learning (McREL): (1) identifying similarities and

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<sup>8</sup> Douglas Fisher and Nancy Frey, *Better Learning through Structured Teaching* (Alexandria, VA: ASCD, 2008).

differences; (2) summarizing and note taking; (3) reinforcing effort and providing recognition; (4) homework and practice; (5) nonlinguistic representations; (6) cooperative learning; (7) setting objectives and providing feedback; (8) generating and testing hypotheses; and (9) cues, questions, and advanced organizers.<sup>9</sup> Teachers integrate these methods into their instruction as appropriate, based both on student need and what research identifies as the most effective approach for content delivery.

The instructional approach employed by teachers ensures that students master the essential learning goals articulated by the curriculum and develop college readiness in accordance with the school's educational design and the OACS. As teachers plan and implement instruction using these instructional methods and strategies, students gain the knowledge, proficiency, and skills needed to perform at high levels.

Because effective instruction is the result of intentional planning, instruction is driven by a unique and collaborative planning approach that includes the implementation of a formative assessment process. This approach to planning is characterized by three sequential but interrelated steps: year-long planning, unit planning, and daily planning.

#### Year-long Planning

Teachers begin with a fully developed instructional pacing framework and Common Assessment Regime that has been established to meet the educational objectives for students through the use of standard-aligned curricular tools. Teachers then collaborate with grade-level team members to match the recommendations of the instructional pacing framework with the particular needs of their students. Through this process of year-long planning, teachers sequence all Educational Objectives and assessment opportunities within each content area for a specific grade level. Year-long plans are adjusted over the course of the year, as student need dictates, and serve as the outline by which teachers plan more detailed units of instruction, organize daily instruction, and develop year-long plans for subsequent school years.

Teachers and their grade level teams use multiple sources of data, such as formative assessment data, state assessment data, norm-referenced assessment data, and other assessment data to identify instructional areas for focus and improvement.

#### Unit Planning

During unit-level planning, teachers collaborate to plan units of instruction for each Educational Objective and to determine opportunities to formatively assess student learning during the instructional process. Common Assessments provide benchmarked targets allowing teachers to analyze student learning progress and adjust instruction.

Teachers use the *formative assessment process* to implement the curriculum. Although various definitions and practices exist with respect to formative assessment, we have adopted W. James Popham's definition. He says, "Formative assessment is a planned process in which assessment-elicited evidence of students' status is used by teachers to adjust their ongoing instructional procedures or by students to adjust their current learning tactics." Popham identifies a number of characteristics of formative assessment, noting that it:

- Is a process, not any particular test.
- Is used not only by teachers, but also by students.

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<sup>9</sup> See Robert Marzano, Debra Pickering, and Jane Pollock, *Classroom Instruction that Works: Research-Based Strategies for Increasing Student Achievement* (Upper Saddle River, NJ: Pearson Education, Inc., 2001).

- Takes place during the instructional process.
- Provides assessment-based feedback to teachers and students.
- Helps teachers and students make adjustments that will improve students' achievement of intended educational objectives.<sup>10</sup>

The components of the formative assessment process are: 1) Identifying Objectives and Determining End-of-Instruction Assessments; 2) Developing Building Blocks; 3) Analyzing Evidence; and 4) Responding to Evidence. These are detailed below.

### *Identifying Objectives and Determining End-of-Instruction Assessments*

During the formative assessment process, teachers first identify the objectives for instruction based on the year-long plan. Then teachers either develop end-of-instruction assessments to determine students' status at the end of each unit or use the provided end-of-instruction assessments as part of the Common Assessment Model. Assessment methods are selected based on the learning goal and sound assessment design. This "assessment-influenced" approach is important, for through it teachers "exemplify the curricular aim or aims being sought and ultimately decide what mastery of those aims looks like—what its mastery calls for a student to be able to do."<sup>11</sup>

### *Analyzing Evidence*

Whether gathered through shorter-cycle assessments or end-of-instruction assessments, teachers analyze evidence at the student and classroom level. The specificity of these assessments enables teachers to determine exactly what knowledge or skills need further development for particular students. As teachers meet to examine student work, they gauge the effectiveness of their instruction and determine students' degree of mastery of the Educational Objectives. They analyze evidence to discover student misconceptions and to identify knowledge or skill gaps that may inhibit success. Grade-level teams also analyze end-of-instruction assessments to ensure that the curriculum is coherent across classrooms within the school.

### *Responding to Evidence*

As units are prepared, teachers identify opportunities for planned instructional adjustments in case students do not learn as expected. Teachers may then make these adjustments during the course of unit instruction, as prompted by evidence from the building block assessments or summative assessments. If learning progresses more quickly than expected, then instruction moves at an accelerated rate through the unit plan. However, if learning progresses more slowly than expected, then more time is spent delivering instruction within the unit. Because students track their own progress, they know precisely what they need to focus on to improve their learning. Teachers consider end-of-instruction assessment evidence as they develop subsequent units of instruction.

### *Daily Planning*

Daily planning allows teachers to connect Educational Objectives with instructional resources, effective teaching strategies, and instructional methods that best support student learning. Daily planning includes developing strategies to check for understanding on an ongoing basis and determining if learning activities are provided intellectual engagement for each student. Teachers work backward from the unit plan to structure instruction in the way that best leads to mastery of Educational Objectives. In addition, the teacher's daily instructional objectives are

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<sup>10</sup> Popham, W. James. (2008). *Transformative assessment*. Alexandria, VA: ASCD.

<sup>11</sup> Popham, W. James. (2009). *Instruction that measures up*. Alexandria, VA: ASCD.

presented in student-friendly language through “I Can” statements. These “I Can” statements are incorporated into lessons so that students know precisely what their learning goal is and can articulate it in their own term

## **Focus and Philosophy**

### **Focus**

A number of core beliefs stand together to provide the focus for the school’s educational program. These core beliefs are the foundation upon which the school’s educational program has been built and serve as guide-posts for the school as it works to prepare students for high school, college, and life success.

*K-8 School Design:* If students are to be adequately prepared for rigorous high school programming that leads to college readiness, then their elementary and middle school educational opportunities and experiences are critically important. Our K-8 school design is central to ensuring a significant early investment in the lives of the students we serve.

Research shows that learning during the formative years of students’ lives is foundational to their future academic success.<sup>12</sup> A student’s reading skill at the end of third grade, for example, is a reasonably accurate predictor of whether or not that student will graduate from high school.<sup>13</sup> Early performance is important in all academic areas, and high-quality schooling across core academic content areas in the primary years is absolutely essential for later success in school and life. Studies by ACT note specifically that “the level of academic achievement that students attain by eighth grade has a larger impact on their college and career readiness . . . than anything that happens academically in high school.”<sup>14</sup> The academic preparedness of students upon entry to high school greatly affects their subsequent attainment: 82% of students who are placed in their high school’s most intense curriculum go on to complete a bachelor’s degree, compared to only 9% of those who are placed in their high school’s least intense curriculum.<sup>15</sup> Our focus on providing exceptional learning opportunities for students in grades K-8 ensures that students receive the high-quality education they deserve and that they are well prepared for rigorous high school study, leading to college readiness and life success.

The K-8 school design is not just beneficial to students academically but prepares them to achieve success socially and emotionally as well.<sup>16</sup> Some suggest that the K-8 model is a more effective approach than the standard elementary, middle, and high school models that many schools utilize. The transition to middle school can be highly challenging for many students at a time in their lives when they may not yet be prepared to cope with the increased responsibility and social pressures of middle school. This can result in regression on academic, emotional, and social fronts as students seek to find their footing in a new and unknown environment. A

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<sup>12</sup> George Kuh, Jillian Kinzie, Jennifer Buckley, Brian Bridges, & John Hayek, *What Matters to Student Success: A Review of the Literature*. (National Postsecondary Education Cooperative, 2006).

<sup>13</sup> National Research Council, *Preventing Reading Difficulties in Young Children*, eds. Catherine E. Snow, Susan Burns, and Peg Griffin, Committee on the Prevention of Reading Difficulties in Young Children (Washington, DC: National Academy Press, 1998).

<sup>14</sup> ACT, *The Forgotten Middle: Ensuring that All Students Are on Target for College and Career Readiness before High School* (Iowa City, IA: ACT, 2008).

<sup>15</sup> Clifford Adelman, *The Toolbox Revisited: Paths to Degree Completion from High School Through College* (Washington DC: U.S. Department of Education, 2006).

<sup>16</sup> Pricilla Pardini, “Revival of the K-8 School: Criticism of Middle Schools Fuels Renewed Interest in a School Configuration of Yesteryear,” *School Administrator*, March 1, 2002; Anne Marie Chaker, “Middle School Goes out of Fashion: Amid Evidence Kids Struggle to Move to Junior High, Districts Shift to K-8 Model,” *The Wall Street Journal*, April 6, 2005; Marc S. Tucker and Judy B. Coddington, *Standards for our Schools: How to Set Them, Measure Them, and Reach Them* (San Francisco, CA: Jossey Bass, 1998).

consistent K-8 schooling experience, with less transition and greater stability, serves to ensure that students develop appropriately during their middle school years and better prepares them to face the challenges of high school. In short, as a K-8 school, we not only provide students with the foundation they need to be successful academically, but also provide students with a greater sense of stability, security, and community as they traverse their important adolescent years.

*Character Development:* Teaching virtues is not optional in a school; it is inevitable. In effect, a school teaches virtues in everything it does—from the way students are treated by teachers and staff, to the way the principal treats teachers, to how students treat and are allowed to treat their peers. The virtues that students encounter within the four walls of the school have a significant effect on their development. Because of this, the teaching of virtues is an explicit and integrated component of the school's educational program.<sup>17</sup>

A school's culture and student behavior directly correlate with student achievement. "Most [children] have to pay attention, study the material, and do their homework carefully if they are to achieve in high school. These behaviors don't come naturally. They have to be learned and practiced and gradually integrated into a person's character."<sup>18</sup> Research shows that the teaching of virtues is helpful not only in terms of promoting students' academic success, but also in terms of promoting a school climate and culture that are highly conducive to teaching and learning. Teaching virtues helps the school ensure that each student is cared for as a family cares for its children and that each student is prepared for rigorous high school and college educational experiences.

*Learning is an Adult Responsibility:* Student learning is, first and foremost, an adult responsibility. Nothing has a greater impact on student learning than great teaching in every classroom. If a student does not master the material that is taught in a classroom, the student has not failed; rather, the school has failed the student. In cases where students do not learn as expected, instruction must be adjusted in order to ensure that appropriate learning takes place for all students. Research has shown that the quality of instruction strongly predicts the level of learning in a classroom—more strongly than does a student's race or income.<sup>19</sup>

A typical student who scores at the 50<sup>th</sup> percentile in mathematics is likely to continue scoring at the 50<sup>th</sup> percentile two years later if that student has an average teacher and attends an average school. However, that same student—with an effective teacher in an effective school—would rise to the 96<sup>th</sup> percentile within that same two-year period. Conversely, an average student would decline to the 3<sup>rd</sup> percentile over that time period with an ineffective teacher.<sup>20</sup> A vast body of research supports the finding that students' learning is influenced by the content knowledge, pedagogical knowledge, and classroom management skills of their teachers. As such, the school works to manage instruction to ensure that students receive consistent, high-quality instruction during their time at the school.

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<sup>17</sup> See Section A for details pertaining to the school's character development program, including the character development curriculum.

<sup>18</sup> Kevin Ryan, "Character Education: Our High Schools' Missing Link," *Education Week*, January 29, 2003.

<sup>19</sup> Linda Darling-Hammond, "Teacher Quality and Student Achievement: A Review of State Policy Evidence," Center for the Study of Teaching and Policy, University of Washington, 1999, Available from <http://www.politicalscience.uncc.edu/godwink/PPOL8687/WK11March%2029%20Teachers/Darling-Hammond%20Review%20essay%20on%20teacher%20quality%20and%20outcomes.pdf>.

<sup>20</sup> Kirsten Miller, "School, Teacher, and Leadership Impacts on Student Achievement," *Policy Brief*, Mid-continent Research for Education and Learning, November 2003 available from [http://www.mcrel.org/PDF/PolicyBriefs/5032PI\\_PBSchoolTeacherLeaderBrief.pdf](http://www.mcrel.org/PDF/PolicyBriefs/5032PI_PBSchoolTeacherLeaderBrief.pdf); Robert Marzano, *What Works in Schools: Translating Research into Action* (Alexandria, VA: ASCD, 2003).

We believe that having one principal manage nearly every employee in the school does not set our school up for success. “One of the common misconceptions about leadership at the school level is that it should reside with a single individual—namely the principal.”<sup>21</sup> In order to create a different kind of school culture, both a principal and other school leaders are needed. A “strong leadership team,” including “the principal and other administrators operating as key players and working with a dedicated group of classroom teachers” is essential to the success of the school.<sup>22</sup> In order to effectively manage instruction, we have adopted a distributed leadership model through which the principal is supported by three deans. This model allows teachers to receive frequent classroom observation and feedback from school leaders.

Quality instruction is the result of clear expectations for teachers, frequent observation, consistent feedback and coaching, and an intentional focus on developing professional practices through ongoing learning and coaching and the collaborative work of a professional learning community. We have implemented a system to hire the most qualified teachers, provide high-quality professional development opportunities, hold teachers accountable for academic results, and support them through weekly classroom observations and feedback. In this way, the school effectively ensures appropriate learning for all students.

*College Readiness:* If we are to accomplish our mission, students must leave after 8<sup>th</sup> grade well-prepared for success in high school, ready to enroll in rigorous high school programming that continues to prepare them for college and career placement. Students must also understand, however, that success in high school, college, and life is not only about academic aptitude; other factors affect success as well. Indeed, both academic and psychosocial factors have a bearing on how students succeed in school and in life.

The school’s educational program includes a focus on developing college readiness in all students. We promote college readiness through a focus on both academic and psychosocial factors that influence school and life success: students develop key academic skills and strategies and master content knowledge necessary to succeed in high school and beyond; they develop behavioral, attitudinal, and perceptual attributes correlated with college and life success; and they develop contextual knowledge about high-school and college placement.<sup>23</sup>

These core beliefs, taken together, articulate the focus of the school and are the foundation of the school. Through an intentional focus on implementing an educational program designed with these beliefs in view, we will continue meeting the needs and expectations of the families and students who choose our school.

### *Educational Philosophy*

“Schools can have a tremendous impact on student achievement if they follow the direction provided by the research,” writes nationally-recognized education researcher Robert Marzano.<sup>24</sup> Marzano identifies a number of school-level and teacher-level factors—akin to those identified through Effective Schools research—that have a high-probability of increasing student learning. Our educational philosophy is grounded in those methodologies that research has shown to be effective in increasing student achievement.

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<sup>21</sup> Robert Marzano, *What Works in Schools: Translating Research into Action* (Alexandria, VA: ASCD, 2003).

<sup>22</sup> *Ibid.*

<sup>23</sup> Adapted from David Conley, *Toward a More Comprehensive Definition of College Readiness* (Eugene, WA: EPIC, 2007).

<sup>24</sup> Marzano, R. (2003). *What works in schools: Translating research into action*. Alexandria, VA: ASCD.

Our school benefits from a systemic implementation of school- and teacher-level factors that have been shown to produce positive results in terms of student learning. School-level factors include a guaranteed and viable curriculum, challenging goals and effective feedback for students, parent and community involvement, safe and orderly environment, and collegiality and professionalism. Teacher-level factors include instructional strategies, classroom management, and classroom curricular design. By implementing an educational program designed to include these strategies, which have the greatest positive impact on student learning, we ensure strong academic performance from our students.

We believe that great schools are synonymous with great instruction, and great instruction is a function of the right people, doing the right things the right way. We are intentional in our efforts to attract, develop, and retain exceptional talent; talented people operate, in turn, within a system that is designed to promote student success at the highest possible level.



**SECTION D**  
**CURRICULUM**

**CURRICULUM TO BE UPLOADED SEPARATELY**

**SECTION E**  
**METHODS OF PUPIL ASSESSMENT**

## Methods of Accountability and Pupil Assessment

Because a fundamental purpose of charter schools is to search out new approaches to effective teaching and learning, we will embrace innovation and change to further the needs of our students. Triumph Academy's assessment program begins with assessment of student performance, specifically student growth and student proficiency. Using the battery of instruments described below, Triumph will regularly report the instances and magnitude of academic growth for its students. Student proficiency rates will also be considered as the school tracks its performance.

Triumph Academy will use measurements of academic growth and proficiency beyond those required by State law. By using several proficiency comparison points, Triumph can communicate their performance in the context of state and national expectations.

Measures of student growth and proficiency will also be rolled into school-level statistics. Once at the school level, further analysis may be required. For example, in order to understand proficiency, the school may employ both absolute proficiency and risk-adjusted goals, which accommodate the important context variables related to student achievement. We will measure academic growth and proficiency and hold staff accountable for success in these areas. Furthermore, we believe our administrators should be able to identify and support or terminate ineffective staff as appropriate.

In order to support the assessment of the school's education program, regular collection of evidence must be established. Thus, the educational program will be assessed through three cycles of assessment: short-cycle, medium-cycle, and long-cycle. Short- and medium-cycle assessments will be used to measure students' progress toward mastery of each Educational Objective within the school's curriculum. Medium and long-cycle assessments will be used to track student and school performance over time. Evidence of learning will be gathered frequently and through multiple means, including oral language, questioning, writing, projects and performances and tests. Teachers will use these assessments to understand how students are progressing and adjust their instruction to support student needs. Additional information about each assessment cycle is provided below.

1. *Short-cycle assessment:* Teachers will use short-cycle assessment data to inform needed adjustments to the sequencing and pacing of their unit plans. They will also use short-cycle assessment data to adjust instructional strategies and delivery methods within daily lessons.
2. *Medium-cycle assessment:* Medium-cycle assessment data will be used to measure the progress of students toward proficiency in terms of the curriculum's Educational Objectives and the standards assessed through the M-STEP assessment. Data will be used from formative assessments as teachers plan unit and daily instruction.
3. *Long-cycle assessment:* Long-cycle assessment data will be used to understand student learning over extended periods of time.

Below is a table of the assessments that Triumph Academy plans to administer during the charter term.

\* These assessments are those the school intends to administer during its second charter term. However, they are subject to modification in accordance with MDE guidelines and schedules and in order to meet the assessment needs of the school. Classroom assessments will also be developed as determined in order to meet student need.

Assessment	Cycle	Grades	Description and Date/Months Used	Rationale
M-STEP ELA & Math Assessments	Long	3-7	<ul style="list-style-type: none"> <li>• Criterion-referenced assessment administered as required by state and federal accountability purposes</li> <li>• 1 x per year in April/May</li> </ul>	Required by MDE; provides data regarding student performance
M-STEP Science Assessment	Long	5 & 8	<ul style="list-style-type: none"> <li>• Criterion-referenced assessment administered as required by state and federal accountability purposes</li> <li>• 1 x per year in April/May</li> </ul>	Required by MDE; provides data regarding student performance
M-STEP Social Studies Assessment	Long	5 & 8	<ul style="list-style-type: none"> <li>• Criterion-referenced assessment administered as required by state and federal accountability purposes</li> <li>• 1 x per year in April/May</li> </ul>	Required by MDE; provides data regarding student performance
MI-Access ELA & Math Assessment	Long	3-8	<ul style="list-style-type: none"> <li>• Alternate assessment for students with significant cognitive disabilities as required by state and federal accountability purposes</li> <li>• 1 x per year in April/May</li> </ul>	Required by MDE; provides data regarding student performance
MI-Access Science Assessment	Long	5 & 8	<ul style="list-style-type: none"> <li>• Alternate assessment for students with significant cognitive disabilities as required by state and federal accountability purposes</li> <li>• 1 x per year in April/May</li> </ul>	Required by MDE; provides data regarding student performance
MI-Access Social Studies Assessment	Long	5 & 8	<ul style="list-style-type: none"> <li>• Alternate assessment for students with significant cognitive disabilities as required by state and federal accountability purposes</li> <li>• 1 x per year in April/May</li> </ul>	Required by MDE; provides data regarding student performance
PSAT 8 ELA & Math	Long	8	<ul style="list-style-type: none"> <li>• Criterion-referenced assessment administered as required by state</li> <li>• 1 x per year in April</li> </ul>	Required by MDE; provides data regarding student performance
NWEA MAP Growth	Long	2-8	<ul style="list-style-type: none"> <li>• Norm-referenced, growth modeled assessment administered to measure student growth and performance in reading and math</li> <li>• Up to 3 x per year in Fall, Winter, and Spring</li> </ul>	Enables school to measure: 1) student performance and growth over time; 2) comparative school and student performance among nationally normed sample; and 3) teaching and schooling effectiveness. Fall testing serves as a baseline measure of student performance and helps identify students at risk of academic failure. Spring testing shows student learning growth, as well as year-over-year student, grade, and school growth.
World-Class Instructional Design and Assessments (WIDA) for English Language Learners	Long	K-8	<ul style="list-style-type: none"> <li>• Students identified as English Language Learners (ELLs) participate in an annual assessment of proficiency in English. As needed, students will be identified as ELLs through W-APT (Kindergarten only) and WIDA Screener (Grades 1-8).</li> <li>• 1 x per year/February-March WIDA Access</li> </ul>	Student progress through the levels of proficiency in English will be measured. Specific language domains requiring additional instruction are revealed through the assessment. Evaluation of the school's programming for ELLs will be facilitated through test results.
Common Assessment Model	Short, Medium	K-8	<ul style="list-style-type: none"> <li>• Common assessment model affords assessments in both English language arts and mathematics, grades K-8, to schools utilizing newly-adopted Common Core aligned curricular programs</li> <li>• Weekly/chapter assessments and interim assessments, in accordance with curricular program sequences.</li> </ul>	The common assessment model provides a system of integrated assessments that well-align with instructional objectives, are easy to access and administer, are scored through a streamlined and automated process, and provide solid evidence about where students are in their learning and what support is needed to ensure appropriate learning progress is made.
AimswebPlus	Short	K-8	<ul style="list-style-type: none"> <li>• AimswebPlus is a supplemental web-based assessment, data management and reporting system, designed to determine risk and growth.</li> <li>• Weekly/bi-weekly progress monitoring.</li> </ul>	This research-based program tracks student progress by providing benchmark assessments and progress monitoring assessments, supporting multi-tiered instructional models. It is designed to retrieve valuable, understandable data to identify at-risk students early, to monitor progress, and to differentiate and track targeted instruction.

Progress will be reported to parents and students via communication mediums as well as an annual education report.

**SECTION F**

**APPLICATION AND ENROLLMENT OF STUDENTS**

## Application and Enrollment Requirements

### **Triumph Academy**

#### **Enrollment Limits**

The Academy will offer young 5's kindergarten through eighth grade. The maximum enrollment shall be 825 students. The Academy will annually adopt maximum enrollment figures prior to its application and enrollment period.

#### **Requirements**

Section 504 of the Revised School Code states that public school academies shall neither charge tuition nor discriminate in pupil admissions policies or practices on the basis of intellectual or athletic ability, measures of achievement or aptitude, status as a handicapped person, or any other basis that would be illegal if used by a Michigan public school district.

- Academy enrollment shall be open to all individuals who reside in Michigan. Except for a foreign exchange student who is not a United States citizen, a public school academy shall not enroll a pupil who is not a Michigan resident.
- Academy admissions may be limited to pupils within a particular age range/grade level or on any other basis that would be legal if used by a Michigan public school district.
- The Academy Board may establish a policy providing enrollment priority to siblings of currently enrolled pupils or children of Academy Board members or Academy employees.
- The Academy shall allow any pupil who was enrolled in the immediately preceding academic year to re-enroll in the appropriate age range/grade level unless that grade is not offered.
- No student may be denied participation in the application process due to lack of student records.
- If the Academy receives more applications for enrollment than there are spaces available, pupils shall be selected for enrollment through a random selection drawing.



# Application and Enrollment Requirements

## **Application Process**

- The application period shall be a minimum of two weeks in duration, with evening and/or weekend times available.
- The Academy shall accept applications all year. If openings occur during the academic year, students shall be enrolled. If openings do not exist, applicants shall be placed on the official waiting list. The waiting list shall cease to exist at the beginning of the next application period.
- In the event there are openings in the class for which students have applied, students shall be admitted according to the official waiting list. The position on the waiting list shall be determined by the random selection drawing. If there is no waiting list, students shall be admitted on a first-come, first-served basis.
- The Academy may neither close the application period nor hold a random selection drawing for unauthorized grades prior to receipt of approval from the Charter Schools Office.

## **Legal Notice**

- The Academy shall provide legal notice of the application and enrollment process in a local newspaper of general circulation. A copy of the legal notice must be forwarded to the Charter Schools Office.
- At a minimum, the legal notice must include:
  - A. The process and/or location(s) for requesting and submitting applications.
  - B. The beginning date and the ending date of the application period.
  - C. The date, time, and place the random selection drawing(s) will be held, if needed.
- The legal notice of the application period shall be designed to inform individuals that are most likely to be interested in attending the Academy.
- The Academy, being an equal opportunity educational institution, shall be committed to good-faith affirmative action efforts to seek out, create and serve a diverse student body.

# Application and Enrollment Requirements

## **Re-enrolling Students**

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

# Application and Enrollment Requirements

## **Random Selection Drawing**

A random selection drawing is required if the number of applications exceeds the number of available spaces.

Prior to the application period, the Academy shall:

- Establish written procedures for conducting a random selection drawing.
- Establish the maximum number of spaces available per grade or grouping level.
- Establish the date, time, place and person to conduct the random selection drawing.
- Notify the Charter Schools Office of both the application period and the date of the random selection drawing, if needed. The Charter Schools Office may have a representative on-site to monitor the random selection drawing process.

The Academy shall use a credible, neutral “third party” such as a CPA firm, government official, ISD official or civic leader to conduct the random selection drawing. Further, the Academy shall:

- Conduct the random selection drawing at a public meeting where parents, community members and the public may observe the process.
- Use numbers, letters, or another system that guarantees fairness and does not give an advantage to any applicant.

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

**SECTION G**

**SCHOOL CALENDAR AND SCHOOL DAY SCHEDULE**

# Triumph Academy

## 2020-21 School Year

July/August							July 13-16 - NHA Leadership Summit July 17 - New Principal Training
Su	M	T	W	Th	F	Sa	
26	27	28	29	30	31	1	
2	3	4	5	6	7	8	
9	10	11	12	13	14	15	10th-14th New Teacher Summit
16	17	18	19	20	21	22	
23	24	25	26	27	28	29	24th-27th Staff PD; 27th MS Bash 5:30
30	31						31st Open House

September							
Su	M	T	W	Th	F	Sa	
		1	2	3	4	5	
6	7	8	9	10	11	12	7th Labor Day; 8th First Day of School
13	14	15	16	17	18	19	
20	21	22	23	24	25	26	
27	28	29	30				

October							
Su	M	T	W	Th	F	Sa	
				1	2	3	
4	5	6	7	8	9	10	7th Count Day (no field trips)
11	12	13	14	15	16	17	16th 1pm Early Release
18	19	20	21	22	23	24	
25	26	27	28	29	30	31	

November							
Su	M	T	W	Th	F	Sa	
1	2	3	4	5	6	7	2nd Regional PD
8	9	10	11	12	13	14	
15	16	17	18	19	20	21	20th 1pm Early Dismissal
22	23	24	25	26	27	28	25th Thanksgiving break
29	30						30th School Resumes

December							
Su	M	T	W	Th	F	Sa	
		1	2	3	4	5	4th End of Trimester 1
6	7	8	9	10	11	12	10th PT Conf. 4-8pm; 11th PT Conf. 12-6pm
13	14	15	16	17	18	19	
20	21	22	23	24	25	26	23rd-Jan 1st Winter Break
27	28	29	30	31			

January							
Su	M	T	W	Th	F	Sa	
					1	2	1st New Year's Day
3	4	5	6	7	8	9	4th School Resumes
10	11	12	13	14	15	16	
17	18	19	20	21	22	23	18th MLK Day
24	25	26	27	28	29	30	
31							



○ Early Release

□ Students Do Not Report/ Staff Report All Day

■ Students Report Half Day/ Staff Report All Day

■ Students/ Staff Do Not Report

Board Approved: 4/22/2020

February							
Su	M	T	W	Th	F	Sa	
	1	2	3	4	5	6	
7	8	9	10	11	12	13	10th Count Day (no field trips)
14	15	16	17	18	19	20	15th President's Day
21	22	23	24	25	26	27	26th 1pm Early Release
28							

March							
Su	M	T	W	Th	F	Sa	
	1	2	3	4	5	6	
7	8	9	10	11	12	13	
14	15	16	17	18	19	20	12th End of Trimester 2; 16th-17th Principals Mtg
21	22	23	24	25	26	27	18th PT Conf. 4-8pm; 19th PT Conf. 12-6pm
28	29	30	31				

April							
Su	M	T	W	Th	F	Sa	
				1	2	3	
4	5	6	7	8	9	10	2nd-9th Spring Break
11	12	13	14	15	16	17	12th School Resumes
18	19	20	21	22	23	24	
25	26	27	28	29	30		

May							
Su	M	T	W	Th	F	Sa	
						1	
2	3	4	5	6	7	8	
9	10	11	12	13	14	15	
16	17	18	19	20	21	22	
23	24	25	26	27	28	29	27th 1pm Early Release; 28th Regional PD
30	31						31st Memorial Day

June							
Su	M	T	W	Th	F	Sa	
		1	2	3	4	5	
6	7	8	9	10	11	12	
13	14	15	16	17	18	19	16th Last Day of School, End Tri. 3; 17th Teacher PD
20	21	22	23	24	25	26	
27	28	29	30				

July							
Su	M	T	W	Th	F	Sa	
				1	2	3	
4	5	6	7	8	9	10	
11	12	13	14	15	16	17	
18	19	20	21	22	23	24	
25	26	27	28	29	30	31	

Last Update: 3/23/2020

180 School Days

8:00am-3:15pm School Hours

8:00am-11:30am (half)

1164 Instructional Hours

# Triumph Academy Master Schedule

Start - End		Kinder/Y5	Grade 1	Grade 2	Grade 3	Grade 4			Grade 5			Grade 6			Grade 7			Grade 8		
8:00 AM - 8:05 AM	8:05 AM - 8:10 AM	Assembly (10)	Assembly (10)	Assembly (10)	Assembly (10)	Assembly (10)			Assembly (10)			Specials (50)			Specials (50)			Specials (50)		
8:10 AM - 8:15 AM	8:15 AM - 8:20 AM	Moral Focus/Class Mtg (20)	Moral Focus /Class Mtg (20min)	Moral Focus /Class Mtg (20min)	Moral Focus/Class Mtg (20)	Math (86)			Math (90)											
8:20 AM - 8:25 AM	8:25 AM - 8:30 AM	ELA (135)	ELA (60)	ELA Intervention (50)	Math (35)															
8:30 AM - 8:35 AM	8:35 AM - 8:40 AM																			
8:40 AM - 8:45 AM	8:45 AM - 8:50 AM																			
8:50 AM - 8:55 AM	8:55 AM - 9:00 AM																			
9:00 AM - 9:05 AM	9:05 AM - 9:10 AM	ELA (135)	ELA (60)	ELA Intervention (60)	Specials (35)	Specials (35)			ELA (70)			6B ELA (90)	6C ELA (90)	7A Math (90)	7B ELA (90)	7C/8B Science/SS (90)	8B/7C Science/SS (90)	6A ELA (90)	8A Math (90)	
9:10 AM - 9:15 AM	9:15 AM - 9:20 AM																			
9:20 AM - 9:25 AM	9:25 AM - 9:30 AM																			
9:30 AM - 9:35 AM	9:35 AM - 9:40 AM																			
9:40 AM - 9:45 AM	9:45 AM - 9:50 AM																			
9:50 AM - 9:55 AM	9:55 AM - 10:00 AM					ELA (30)	Math (55)	ELA (45)			6B Math (90)	6C Math (90)	7B Math (90)	7C ELA (90)	7A/6A Science/SS (90)	6A/7A Science/SS (90)	8A ELA (90)	8B Math (90)		
10:00 AM - 10:05 AM	10:05 AM - 10:10 AM																			
10:10 AM - 10:15 AM	10:15 AM - 10:20 AM																			
10:20 AM - 10:25 AM	10:25 AM - 10:30 AM																			
10:30 AM - 10:35 AM	10:35 AM - 10:40 AM																			
10:40 AM - 10:45 AM	10:45 AM - 10:50 AM	Recess (15)	ELA (25)	Science & SS (90)	ELA Intervention (50)			Lunch (30)			Moral Focus/Advisory Mtg (40)	Moral Focus/Advisory Mtg (40)	Moral Focus/Advisory Mtg (40)	Moral Focus/Advisory Mtg (40)	Moral Focus/Advisory Mtg (40)	Moral Focus/Advisory Mtg (40)	Moral Focus/Advisory Mtg (40)			
10:50 AM - 10:55 AM	10:55 AM - 11:00 AM																			
11:00 AM - 11:05 AM	11:05 AM - 11:10 AM																			
11:10 AM - 11:15 AM	11:15 AM - 11:20 AM																			
11:20 AM - 11:25 AM	11:25 AM - 11:30 AM																			
11:30 AM - 11:35 AM	11:35 AM - 11:40 AM	ELA (30)	Lunch (30)	Lunch (30)	Lunch (30)			Recess (15)	Moral Focus/Class Mtg (25)			Lunch (30)	Lunch (30)	Lunch (30)	Lunch (30)	Lunch (30)	Lunch (30)			
11:40 AM - 11:45 AM	11:45 AM - 11:50 AM																			
11:50 AM - 11:55 AM	11:55 AM - 12:00 PM																			
12:00 PM - 12:05 PM	12:05 PM - 12:10 PM																			
12:10 PM - 12:15 PM	12:15 PM - 12:20 PM																			
12:20 PM - 12:25 PM	12:25 PM - 12:30 PM	Math (60)	Math (75)	ELA (30)	Lunch (30)	Recess (15)			Moral Focus/Class Mtg (30)			ELA (20)	6C SS (45)	6B Science (45)	6A Math (90)	7A ELA (90)	7B/8B Science/SS (90)	8B/7B Science/SS (90)	8B ELA (90)	7C Math (90)
12:30 PM - 12:35 PM	12:35 PM - 12:40 PM																			
12:40 PM - 12:45 PM	12:45 PM - 12:50 PM																			
12:50 PM - 12:55 PM	12:55 PM - 1:00 PM																			
1:00 PM - 1:05 PM	1:05 PM - 1:10 PM																			
1:10 PM - 1:15 PM	1:15 PM - 1:20 PM	Specials (35)	Science (50)	Math (90)	ELA Intervention (60)	Writing (45)	Science (45)	SS (45)	Writing (45)	Science (45)	SS (45)	6C SS (45)	6B Science (45)	6A Math (90)	7A ELA (90)	7B/8B Science/SS (90)	8B/7B Science/SS (90)	8B ELA (90)	7C Math (90)	
1:20 PM - 1:25 PM	1:25 PM - 1:30 PM																			
1:30 PM - 1:35 PM	1:35 PM - 1:40 PM																			
1:40 PM - 1:45 PM	1:45 PM - 1:50 PM																			
1:50 PM - 1:55 PM	1:55 PM - 2:00 PM																			
2:00 PM - 2:05 PM	2:05 PM - 2:10 PM	Science/SS (75)	Specials (35)	Science/SS (75)	ELA (75)	SS (45)	Writing (45)	Science (45)	SS (45)	Writing (45)	Science (45)	6B SS (45)	6C Science (45)	Specials (45)			Specials (45)			
2:10 PM - 2:15 PM	2:15 PM - 2:20 PM																			
2:20 PM - 2:25 PM	2:25 PM - 2:30 PM																			
2:30 PM - 2:35 PM	2:35 PM - 2:40 PM																			
2:40 PM - 2:45 PM	2:45 PM - 2:50 PM																			
2:50 PM - 2:55 PM	2:55 PM - 3:00 PM					Science (45)	SS (45)	Writing (45)	Science (45)	SS (45)	Writing (45)	Specials (45)			Specials (45)					
3:00 PM - 3:05 PM	3:05 PM - 3:10 PM																			
3:10 PM - 3:15 PM	3:15 PM - 3:20 PM																			
3:20 PM - 3:25 PM	3:25 PM - 3:30 PM																			
3:30 PM - 3:35 PM	3:35 PM - 3:40 PM																			

**SECTION H**  
**AGE OR GRADE RANGE OF PUPILS**

### **Age or Grade Range of Pupils**

The Academy will enroll students in young 5's kindergarten through eighth grade. The Academy may add grades with the prior written approval of the authorizing body.

Students of the Academy will be children who have reached age 5 by September 1 of the current year. Early enrollment is available if the student reaches age 5 by December 1 of the current year and the parent completes the appropriate waiver.